

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Drummoyne / Concord 53 First Avenue, Rodd Point NSW 2046 Email: phillipmassa@stonerealestate.com.au	Phone: 9033 0418 Ref: Phillip Massa
co-agent		
vendor	Sara Lorello 203/22B George Street, Leichhardt NSW 2040	
vendor's solicitor	Infinity Conveyancing PO Box 690, Five Dock NSW 2046 Email: sebastian@infinityconvey.com.au	Phone: 0422 835 566 Ref: 26-085
date of completion	Refer to clause 62 (clause 15)	
land (address, plan details and title reference)	203/22B George Street, Leichhardt NSW 2040 Lot 80 in Strata Plan 96243 Folio Identifier 80/SP96243	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: 1,2,6,8,9,10,33,34,35,37. <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: microwave, tv bracket (x3).			
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."

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
 NO yes

(if yes, vendor must provide further details, including any applicable exception, 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):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input checked="" type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Strata Choice

92 Chandos Street, St Leonards NSW 2065

Email: info@stratachoice.com.au Tel: 1300 322 213

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 203/22B George Street, Leichhardt NSW 2040, from **Sara Lorello** to _____ in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Sara Lorello** and am not employed in the legal practice of a solicitor acting for **Sara Lorello** nor am I a member or employee of a firm of which a Solicitor acting for **Sara Lorello** is a member or employee.

4. I have explained _____ to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
 - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
 - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
 - (c) the highest bidder is the purchaser, subject to any reserve price,
 - (d) if there is a disputed bid—
 - (i) the auctioneer is the sole arbitrator, and
 - (ii) the auctioneer's decision is final,
 - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
 - (f) a bidder is taken to be bidding on the bidder's own behalf 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,
 - (g) a bid must not be made or accepted after the fall of the hammer,
 - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
 - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - (b) subject to the condition prescribed by subsection (3)(a)—
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
 - (ii) no other vendor bid may be made by the auctioneer or another person,
 - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
 - (a) more than 1 vendor bid may be made to purchase the interest of a co-owner

- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
 - (c) 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,
 - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
- 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—
- (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
 - (c) if 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—before or at the time specified in the agreement.

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.

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 to purchase the property, 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 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.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
---	--

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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *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.

- 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*.

- 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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.

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).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 in writing 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 or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 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.

- 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.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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.

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

29 Conditional contract

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

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

30 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.

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.

Additional Clauses to the Contract for the Sale and Purchase of Land.

Purchaser's Acceptance of Discharges and Withdrawals

33. Upon completion, the vendor will hand to the purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the purchaser the registration fee payable thereon and the purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

Whole of Agreement

34. The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this Contract whether made by a party or any other person acting or purporting to act on behalf of a party.

Limit of Agent's Authority

35. The purchaser acknowledges that any identity referred to as vendor's agent was employed only to find a purchaser and was given no authority to vary the terms and/or clauses of the Contract and/or to make statements as agent of or in any other way binding on the vendor, whether orally in writing, by advertisement or otherwise unless authorised by the said vendor in writing so to do.

Incapacity of Parties

36. Without in any way negating, limiting or restricting any rights or remedies which would have been available had this clause not been included, should the purchaser or any person included in that term or the vendor or any person included in that term prior to completion die or become mentally ill, then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of clause 19 of this Contract shall apply. FURTHER if any corporation being a party to this Contract prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up that party or a liquidator or provisional liquidator, receiver or official manager or administrator is appointed in respect of that party, then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of clause 19 of this Contract shall apply.

Interest Payable on Delayed Completion

37. In the event that this Contract is not completed within the time prescribed in clause 15 (or if the vendor is not ready or willing to complete on that date, from such later date on which the vendor is ready and willing to complete) interest shall be payable up to and including the date of completion, on the balance of the purchase price at the rate of ten per centum per annum and from the expiry of the time referred to in clause 15 shall accrue and is payable on completion or

on termination of the Contract for breach by the purchaser.

Length of Notice to Complete

38. In addition to the rights set out in this Contract for sale and purchase of land, the purchaser agrees that in the event that this Contract is not completed within the time prescribed in clause 15 then at any time thereafter the vendor shall be entitled to give the purchaser a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the vendor shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.

Legal Costs of Delayed Completion

39. If completion of this Contract does not take place on or before the completion date through no fault of the vendor, then the purchaser shall pay to the vendor as an adjustment on completion the sum of three hundred and thirty dollars (\$330.00) inclusive of GST to cover legal costs and other expenses incurred by the vendor as a consequence of the delay. The purchaser hereby acknowledges that the interest rate stated in clause 36 and the costs and expenses aforesaid represent a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date and it is an essential term of this Contract that the interest and costs and expenses as provided by clause 37 and this clause.

Settlement Cancellation Charge

40. If the vendor's conveyancer attends to settlement and the settlement is subsequently cancelled for any reason on the agreed and/or scheduled day (other than the due to the wilful default on the part of the vendor), the purchaser must pay to the vendor in addition to any money payable under this Contract, the sum of two hundred and twenty dollars (\$220.00) for the additional professional fees and other expenses incurred by the vendor as a result of the cancellation of settlement. The purchaser acknowledges that the sum of two hundred and twenty dollars (\$220.00) is a genuine pre-estimate of the additional expenses and it is an essential term of this Contract that such amount must be paid on or before settlement.

Condition of Property

41. The purchaser warrants to the vendor that:-
- a) the purchaser enters into this Contract solely in reliance upon his own inspection of the property or inspections made on the purchaser's behalf

and not in reliance on any statement of the vendor or anyone on the vendor's behalf;

- b) no-one on the vendor's behalf has made any representation with respect to the condition of the property;

and the purchaser is purchasing the property in its present condition and state of repair subject to any infestation and dilapidation, any defects whether they be latent or patent and the structures whether they be legal or illegal and shall make no objection or requisition or claim for compensation or rescind this Contract in respect of the same. Subject to any prescribed items implied by law and notwithstanding any other provision in this Contract, the purchaser accepts the vendor's title to the property and waives all requisitions on title and objections to title. This clause shall not merge on completion.

Adjustments on Issue of Notice to Complete

- 42. In the event that the vendor issues a notice to complete on the purchaser and therewith or subsequently thereto but prior to the date fixed for completion in such notice serves a statement of the vendor's calculation of the adjustments of rates and other adjustments to be made pursuant to this Contract then apart from any manifest error such adjustments shall be deemed to be correct unless not less than twenty four (24) hours prior to the date fixed for completion, the purchaser serves on the vendor a statement setting out the purchaser's calculation of adjustments to be made pursuant to the Contract and setting out those matters in respect to which the purchaser disputes the adjustments made by the vendor and the reasons for the matters disputed.

Interpretation and Severability

- 43. a) If there is any inconsistency between the Standard Form Contract for the Sale and Purchase of Land and these Additional Clauses, these Additional Clauses prevail.
- b) In this Contract unless the contrary intention appears, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) any gender includes all other genders;
 - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
 - (iv) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns); and
 - (v) a body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity

as that body or authority.

- c) Each clause, sub-clause and additional clauses of this Contract shall be severable from each other clause, sub-clause and additional clause and the invalidity or unenforceability of any clause, sub-clause or any additional clause for any reason, shall not prejudice or in any way affect the validity or enforceability or any other clause, sub-clause or additional clause.

Agent's Commission

- 44. The purchaser warrants that they have not been introduced to the vendor for the property comprised in this Contract by any real estate agent other than the vendor's agent named herein. The purchaser hereby indemnifies the vendor against any claim by any agent other than the vendor's agent named herein for commission in respect of the sale (including all costs and expenses in relation to any enforcement action) arising as a result of any breach of the said warranty. This clause does not merge on completion.

Amendment to Standard Contract for the Sale and Purchase of Land

- 45. The following clauses comprised in this Contract shall be amended as follows:-
 - a) clause 7.1.1 is amended by deleting "5%" and inserting "any amount claimed".
 - b) the words "on reasonable grounds" are deleted from clause 8.1.1.
 - c) clause 8.2.2 is deleted.
 - d) clause 10.1.8 is amended by deleting "substance" inserting "existence".
 - e) clause 11 is deleted.
 - f) clause 12.1 and 12.2 are deleted.
 - g) clause 14.4.2 is deleted.
 - h) clause 14.8 is amended by deleting "or any adjoining footpath or road".
 - i) clause 16.4 is deleted.
 - j) clause 17.3 is deleted.
 - k) clause 20.8 is deleted.

- l) clause 23.9 is deleted.
- m) clause 23.13 is deleted.
- n) clause 23.14 is deleted.
- o) clause 31.2 is deleted.

Adjustment for Water & Sewerage Usage

46. The vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:-
- a) The number of unbilled days up to and including the adjustment date by;
 - b) The average charge per day for usage for the last period for which an account issued.

Pre Completion Inspection

47. For the purposes of clause 12.3 "Pre-completion Inspection" shall be an inspection of the property by the purchaser, or any one of them, or by any person authorised by them, which inspection shall be made either on the day of completion or not more than three (3) days prior thereto.

Foreign Investment Review Board Approval

48. The purchaser acknowledges that the purchaser has warranted to the vendor:-
- a) that the purchaser is resident or is a temporary resident in Australia (whether a natural person or a corporation):-
 - b) that the Foreign Takeovers Act, 1975 (Commonwealth) could not therefore apply to the purchaser or to this purchase.
 - c) in the event that the Foreign Takeovers Act, 1975 is found to apply to the purchaser and to this transaction, the purchaser will indemnify the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof and shall pay all such monies as would restore the vendor to the position the vendor would have enjoyed if that warranty had been correct.

This warranty and indemnity shall not merge on completion.

Guarantee

49. a) This clause applies if the purchaser is a company.
- b) For purposes of this Contract "Covenantor" means the directors, those holding shares in the capital of the purchaser and the officers or persons who signed this Contract on behalf of the purchaser or who witness the fixing of the purchaser's common seal on this Contract. The obligations of those comprising the Covenantors shall be joint and several.
- c) In consideration of the vendor at the request of the Covenantor entering into this Contract the Covenantor
- i. Covenants with the vendor that the Covenantor will be with the purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this Contract; and
 - ii. Guarantee to the vendor the punctual payment of all money payable by the purchaser under this Contract and the performance of the terms and conditions of this Contract.
- d) If for any reason this Contract is not enforceable by the vendor against the purchaser in whole or in part, the Covenantor shall indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this Contract been enforceable against the purchaser.

Release of Deposit

50. a) In the event that the vendor is purchasing another property then notwithstanding anything herein appearing the purchaser shall forthwith upon being requested in writing addressed to the purchaser or his/her solicitor/conveyancer authorising the depositholder to release the deposit or so much hereof as is required by the vendor to enable the vendor to pay the deposit on the property which they alone or with any other person is purchasing.
- b) In the event that the vendor requires the use of the deposit, or part thereof, for the purpose aforesaid, the depositholder is hereby authorised by the parties to the Contract to release the deposit, or part thereof, to the vendor for such purpose or paid to the Revenue NSW for the payment of Stamp Duty.

Inclusions

51. a) The vendor does not make any representation or warranty about the state of repair or condition of the inclusions and the purchaser accepts

them in their state of repair and condition at the date of this Contract.

- b) The vendor is not responsible for the loss of, damage to (other than loss or damage due to the act or default of the vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the date of this Contract.

Credit Code

- 52. The purchaser acknowledges that the vendor has entered into this Contract on the purchaser's warranty that:
 - a) the purchaser does not require credit in order to pay for the Property; or
 - b) if the purchaser requires credit in order to pay for the Property, the purchaser has obtained such credit on reasonable terms prior to the date of this Contract.
 - c) the purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the completion date.

Goods and Services Tax (GST)

- 53. The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser shall indemnify the vendor against any liability to pay GST arising from any breach of this warranty. This clause shall not merge on completion.

Building Legislation Amendment (Smoke Alarms) Act 2005

- 54.
 - a) The vendor discloses that to the best of their knowledge and belief the property complies with the Building Legislation Amendment (Smoke Alarms) Act 2005;
 - b) In the event that the property does not so comply then the purchaser shall be responsible after the date hereof for all and any works required to comply with the said Act and any regulations made under it;
 - c) No claim or requisition or delay in completion shall occur as a result of any non-compliance at the date of this Contract.

Section 52A

- 55. Subject to Section 52A of the Conveyancing Act 1919, as amended, and the regulations made there under:-
 - a) the vendor gives no warranty, undertaking or condition that the property is suitable for any purpose or usage, as a condition of the property or the

extent, nature or state of repair of any improvements thereon and the purchaser shall be deemed to have relied entirely upon his/her/their enquiries absolutely.

- b) notwithstanding anything to the contrary herein contained the express or implied, the purchaser acknowledges by his/her/their execution hereof that he/her/their has satisfied himself/herself/themselves in all respects as to the zoning of the property and as to any restrictions imposed thereon by any Municipal, Shire, Government, Semi-government or other public authority and will raise no objection, requisition or claim for compensation in relation to any such matter as hereinbefore stated nor shall the purchaser have any right to rescind or terminate this Contract.
- c) no objection, requisition or claim for compensation shall be made by the purchaser nor shall the purchaser have any right to rescind or terminate this Contract if it should be found that any boundary of the property be not fenced or that any boundary, wall or fence or any other part of the property shall not be upon or within such boundary.
- d) the vendor shall not be required to establish any easement, right or privilege in respect of any service through upon, over or under the property. If any water or sewerage main or any stormwater pipe or drain passes through over or under the property, or if any sewer manhole or vent be upon or in the property, the purchaser shall not raise any requisition, objection or claim for compensation in respect thereof, nor shall the purchaser have any right to rescind or terminate the Contract.

Entitlement to Issue Notice to Complete

- 56. The vendor shall be entitled to serve a notice pursuant to clause 38 even though at the date of such notice the property may be subject to a charge for land tax.

Any Boundary

- 57. No objection requisition or claim for compensation shall be made by the purchaser if on or before completion of this Contract it may be found that any boundary of the property not be fenced or that any boundary fence or wall shall not be on or within such boundary.

Service Location Diagram and Sewer Service Diagram

- 58. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing referred to in the copy of the Service Location Diagram and/or the Sewer Service Diagram attached hereto and issued by Sydney Water.

Services

59. The purchaser shall take title subject to the existing water, sewerage and drainage, gas and electricity telephone or other installations services and utilities. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing disclosed and in respect of:-
- a) the nature, location, availability or non –availability of any of them
 - b) any of them being a joint service with any other property
 - c) any service for any other property or any connections for any other property which pass through the property
 - d) any sewer or water main or connection which passes through in or over the property
 - e) any manhole or vent on the property; and
 - f) the absence of any rights or easements in respect of any of those installations or services or utilities or in respect of the mains, pipes or connections to or from the property for them.

Extension to Cooling-off Period

60. In the event that this Contract is subject to a cooling-off period and the purchaser requests and is granted an extension to the cooling-off period by the vendor, then in such event, the purchaser shall pay, for each request and grant (if multiple), the sum of two hundred and twenty dollars (\$220.00) to cover professional fees and other expenses incurred as a consequence of the extension to the cooling-off period, as a genuine pre-estimate of those additional expenses.

Section 184 Certificate

61. The purchaser is to obtain the information certificate under section 184 Strata Schemes Management Act 2015 issued after the Contract date in relation to the lot, the scheme or any higher scheme from the Owners Corporation and agrees to provide a copy of the information certificate to the vendor at least seven (7) days before the date for completion. Should the purchaser not do so and completion is delayed, the purchaser agrees to pay interest in accordance with clause 37.

Completion

62. Completion of this Contract shall take place on or before the expiration of ninety-one (91) days from the date hereof provided always that the vendor will have the right to require the purchaser to complete at any time after the expiration of twenty-eight (28) days from the date hereof by giving to the purchaser or their solicitor, written notice of such requirement to complete at least fourteen (14) days before the required completion date.



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 80/SP96243

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/2/2026	1:05 PM	5	3/8/2023

LAND

LOT 80 IN STRATA PLAN 96243
AT LEICHHARDT
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

SARA LORELLO

(T AR94391)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96243
- 2 AT321388 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96243

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/2/2026	1:05 PM	7	13/10/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96243
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LEICHHARDT
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96243

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96243
ADDRESS FOR SERVICE OF DOCUMENTS:
LOCKED BAG 1919
ST LEONARDS NSW 1590

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1234537
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP96243
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 5 C75782 EASEMENT FOR DRAINAGE 0.915 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PIECE OF 0.915 WIDE SHOWN IN DP327352.
- 6 AI453087 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 7 DP1237304 EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1237646 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1237646 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

-
- PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1237646 RIGHT OF CARRIAGEWAY 3.3 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1237646 EASEMENT FOR EARTHING RODS 3.3 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 AM978335 POSITIVE COVENANT
- 13 DP1234537 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 14 DP1234537 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1234537 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 16 DP1234537 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1234537 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1234537 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1234537 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1234537 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1234537 RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1234537 RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1234537 RIGHT TO USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 24 DP1234537 RIGHT TO USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1234537 POSITIVE COVENANT
- 26 DP1234537 RESTRICTION(S) ON THE USE OF LAND
- 27 DP1239217 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 SP97286 INITIAL PERIOD EXPIRED
- 29 AV503585 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 2 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 96243

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	28	2	28	3	28	4	28
5	28	6	43	7	28	8	27
9	27	10	28	11	27	12	43
13	41	14	27	15	27	16	42
17	42	18	42	19	41	20	27
21	27	22	42	23	41	24	42
25	42	26	28	27	28	28	43
29	42	30	43	31	42	32	27
33	27	34	42	35	42	36	43
37	42	38	28	39	28	40	43
41	42	42	43	43	42	44	28
45	28	46	43	47	42	48	43
49	44	50	44	51	44	52	43
53	42	54	43	55	44	56	44
57	44	58	43	59	42	60	43
61	43	62	43	63	44	64	43
65	43	66	44	67	52	68	52
69	20	70	26	71	27	72	42
73	20	74	41	75	41	76	42
77	41	78	43	79	20	80	42
81	28	82	28	83	28	84	43
85	43	86	20	87	43	88	27
89	27	90	27	91	43	92	43
93	20	94	43	95	28	96	28
97	28	98	43	99	43	100	20
101	43	102	27	103	27	104	27
105	43	106	44	107	43	108	28
109	28	110	44	111	44	112	43
113	28	114	28	115	44	116	44
117	43	118	28	119	28	120	44
121	44	122	43	123	28	124	28
125	44	126	44	127	44	128	28
129	28	130	44	131	44	132	44
133	28	134	28	135	44	136	44
137	44	138	29	139	29	140	45
141	44	142	44	143	29	144	28
145	45	146	44	147	44	148	56
149	45	150	44	151	44	152	56
153	45	154	27	155	20	156	27
157	27	158	20	159	27	160	26
161	20	162	26	163	26	164	20
165	26	166	27	167	20	168	27
169	27	170	20	171	26	172	27
173	20	174	27	175	27	176	20

END OF PAGE 3 - CONTINUED OVER

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

STRATA PLAN 96243

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
177	- 27	178	- 27	179	- 21	180	- 27
181	- 27	182	- 21	183	- 27	184	- 44
185	- 44	186	- 44	187	- 44	188	- 44
189	- 44	190	- 43	191	- 26	192	- 26
193	- 26	194	- 26	195	- 43	196	- 43
197	- 28	198	- 28	199	- 28	200	- 28
201	- 28	202	- 28	203	- 43	204	- 27
205	- 28	206	- 27	207	- 27	208	- 27
209	- 27	210	- 42	211	- 42	212	- 42
213	- 26	214	- 26	215	- 26	216	- 27
217	- 42	218	- 41	219	- 42	220	- 26
221	- 26	222	- 26	223	- 26	224	- 43
225	- 42	226	- 43	227	- 27	228	- 27
229	- 27	230	- 28	231	- 43	232	- 42
233	- 43	234	- 27	235	- 27	236	- 27
237	- 27	238	- 43	239	- 42	240	- 43
241	- 28	242	- SP97286	243	- 28	244	- 28
245	- 43	246	- 42	247	- 43	248	- 28
249	- 28	250	- 28	251	- 28	252	- 53
253	- 43	254	- 43	255	- 44	256	- 44
257	- 26	258	- 44	259	- 54	260	- 42
261	- 43	262	- 44	263	- 44	264	- 26
265	- 44	266	- 54	267	- 43	268	- 43
269	- 54	270	- 43	271	- 42	272	- 26
273	- 26	274	- 26	275	- 26	276	- 27
277	- 27	278	- 20	279	- 27	280	- SP97286
281	- 26	282	- 26	283	- 20	284	- 26
285	- 26	286	- 27	287	- 26		

STRATA PLAN 97286

LOT	ENT	LOT	ENT
288	- 28	289	- 27

NOTATIONS

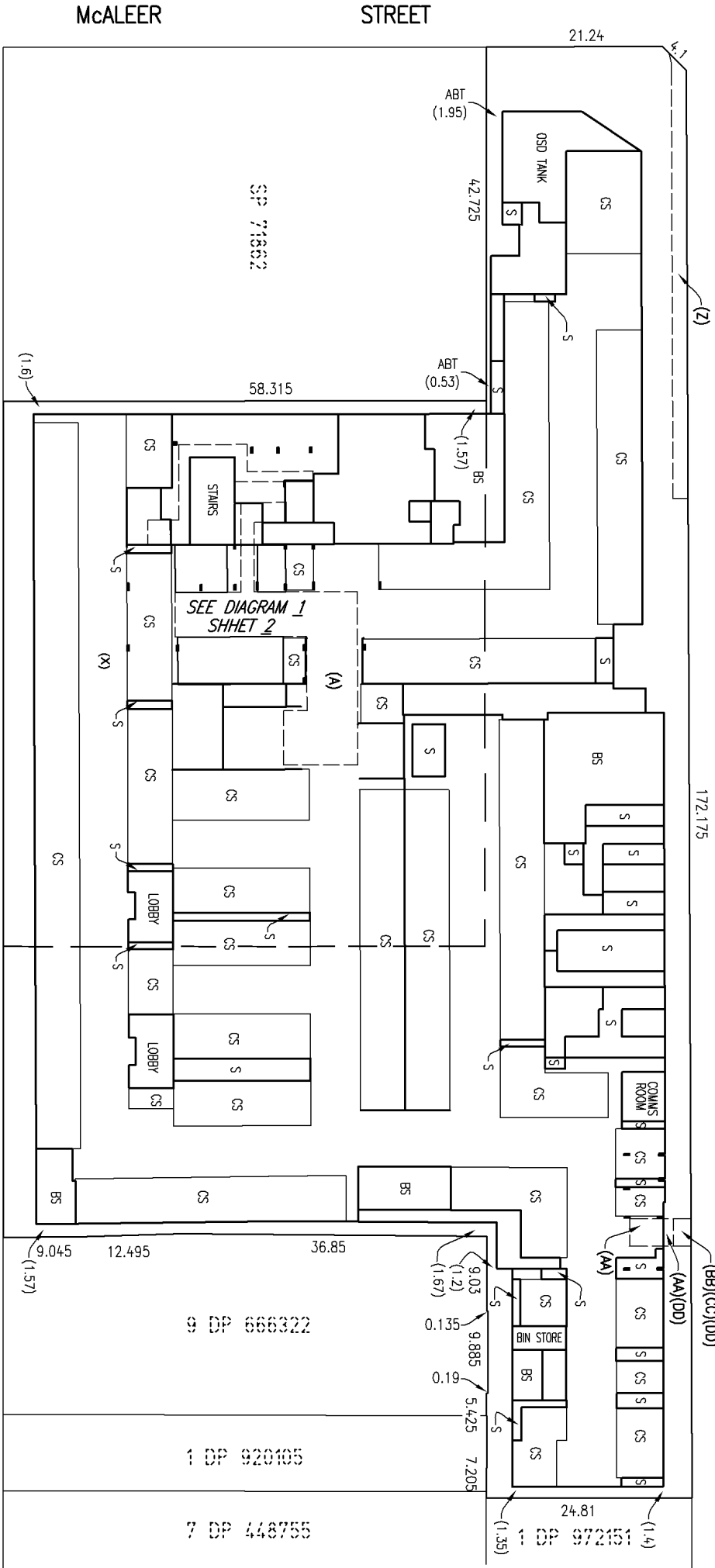
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

WHOLE OF LOT EASEMENTS WIDE DP 1234537
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS

LOCATION PLAN-BASEMENT LEVEL 2
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT
 AND/OR DEPTH AS DEFINED IN DP 1234537




- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE DP 1234537)
- (AA) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (VIDE DP 1237646)
- (BB) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (VIDE DP 1237646)
- (CC) RIGHT OF CARRIAGEWAY 3.3 WIDE (LIMITED IN STRATUM) (VIDE DP 1237646)
- (DD) EASEMENT FOR EARTHING RODS 3.3 WIDE (LIMITED IN STRATUM) (VIDE DP 1237646)
- (Z) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE AND VARIABLE WIDTH (VIDE DP 1237304)
- (X) BENEFITED BY EASEMENT FOR DRAINAGE 0.915 WIDE (C75782)

CS -DENOTES CAR SPACE
 BS -DENOTES BICYCLE STORAGE
 S -DENOTES STORAGE

OSD -DENOTES ON SITE DETENTION

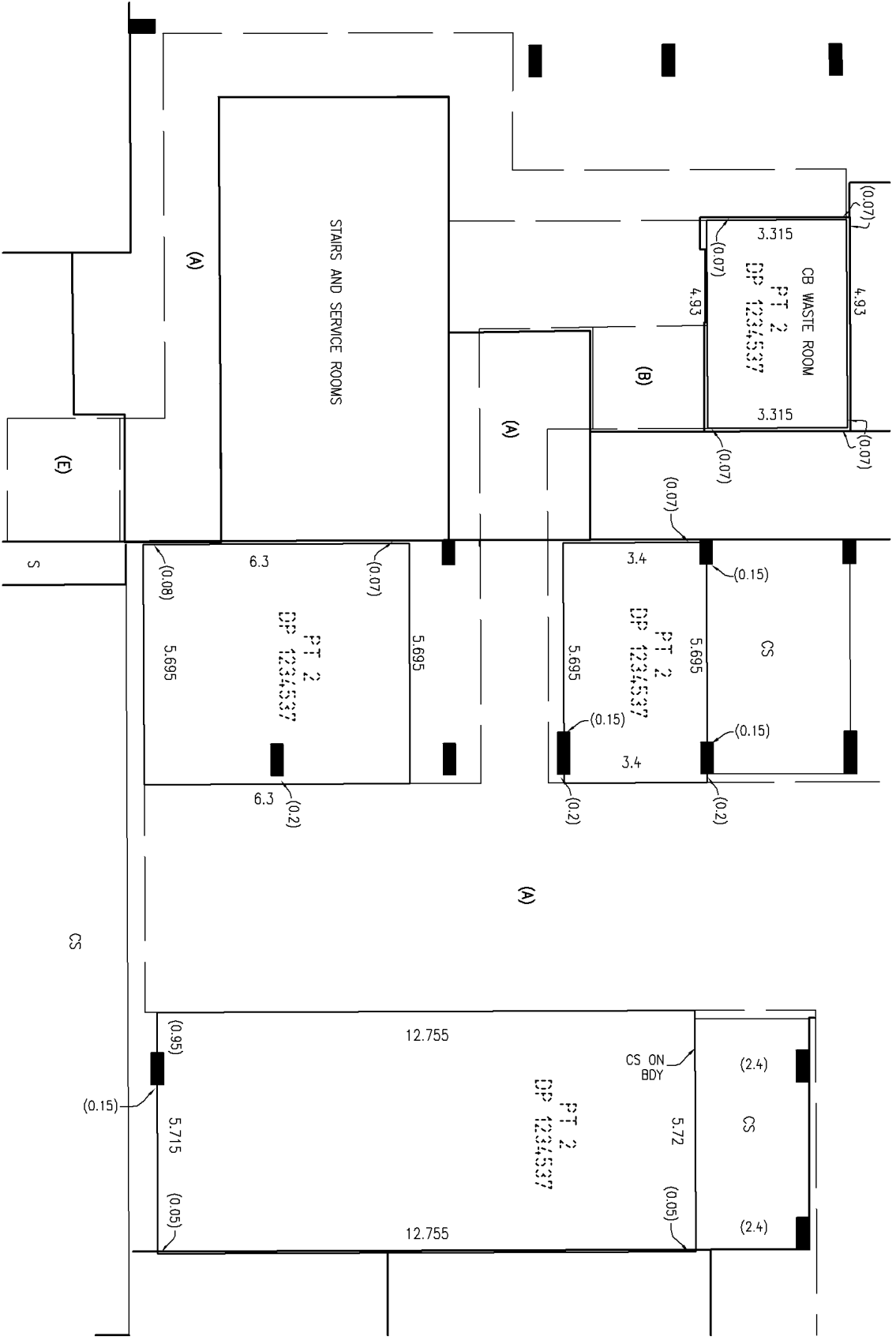
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651

REGISTERED

 30.1.2018

SP96243

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

LOCATION PLAN-BASEMENT LEVEL 2-DIAGRAM 1



CB -DENOTES CONCRETE BLOCK
 CS -DENOTES CAR SPACE
 S -DENOTES STORAGE

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE DP 1234537)
 (B) RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE DP 1234537)
 (E) RIGHT TO USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE DP 1234537)

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 100

REGISTERED
30.1.2018

SP96243

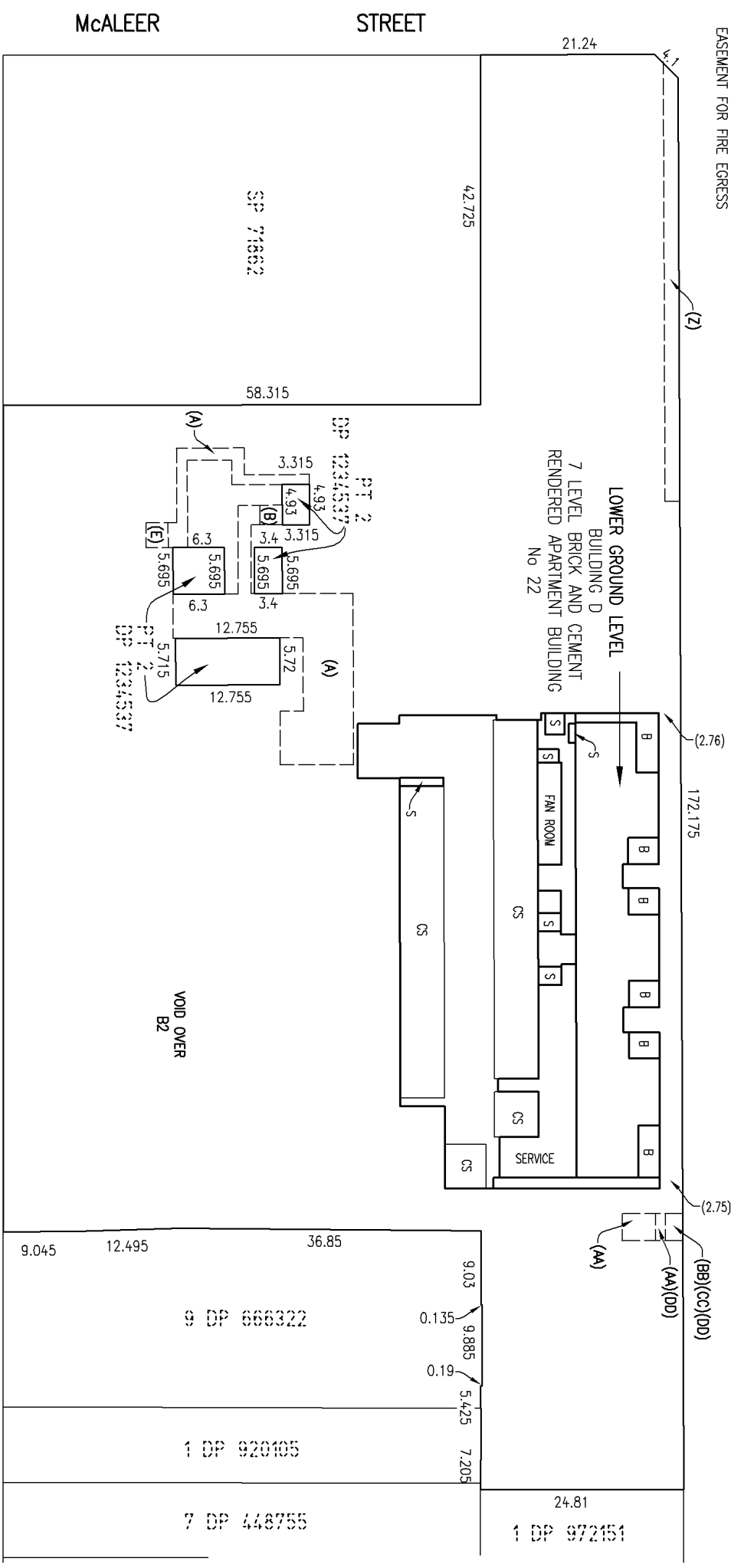
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

LOCATION PLAN-BASEMENT LEVEL 1 AND LOWER GROUND LEVEL BUILDING D

WHOLE OF LOT EASEMENTS WIDE DP 1234537.
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR FIRE SERVICES
 EASEMENT FOR FIRE EGRESS

THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT
 AND/OR DEPTH AS DEFINED IN DP 1234537

UPWARD



- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (WIDE DP 1234537)
- (AA) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (WIDE DP 1237646)
- (B) RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (WIDE DP 1234537)
- (BB) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (WIDE DP 1237646)
- (CC) RIGHT OF CARRIAGEWAY 3.3 WIDE (LIMITED IN STRATUM) (WIDE DP 1237646)
- (DD) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (WIDE DP 1237646)
- (E) RIGHT TO USE GOODS LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (WIDE DP 1234537)
- (Z) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE AND VARIABLE WIDTH (WIDE DP 1237304)

GEORGE STREET

STREET

B -DENOTES BALCONY
CS -DENOTES CAR SPACE
S -DENOTES STORAGE

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651

Lengths are in metres. Reduction Ratio 1: 500

REGISTERED

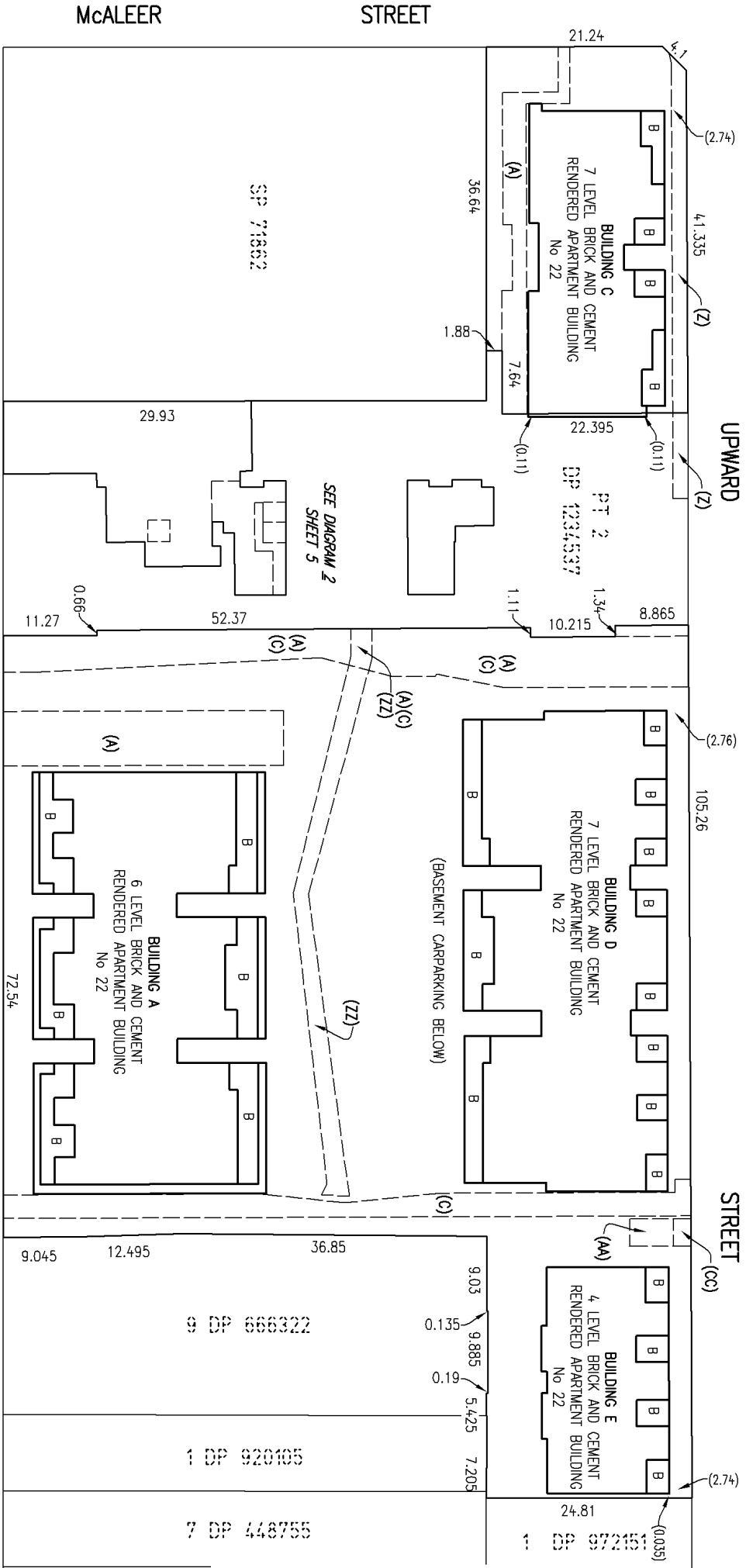
 30.1.2018

SP96243

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

WHOLE OF LOT EASEMENTS VIDE DP 1234537:
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS

LOCATION PLAN - GROUND LEVEL
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT
 AND/OR DEPTH AS DEFINED IN DP 1234537



- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE DP 1234537)
- (AA) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (VIDE DP 1237646)
- (C) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE DP 1234537)
- (CC) RIGHT OF CARRIAGEWAY 3.3 WIDE (LIMITED IN STRATUM) (VIDE DP 1237646)
- (Z) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE AND VARIABLE WIDTH (VIDE DP 1237304)
- (ZZ) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(VIDE DP 1239217)

B - DENOTES BALCONY

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651

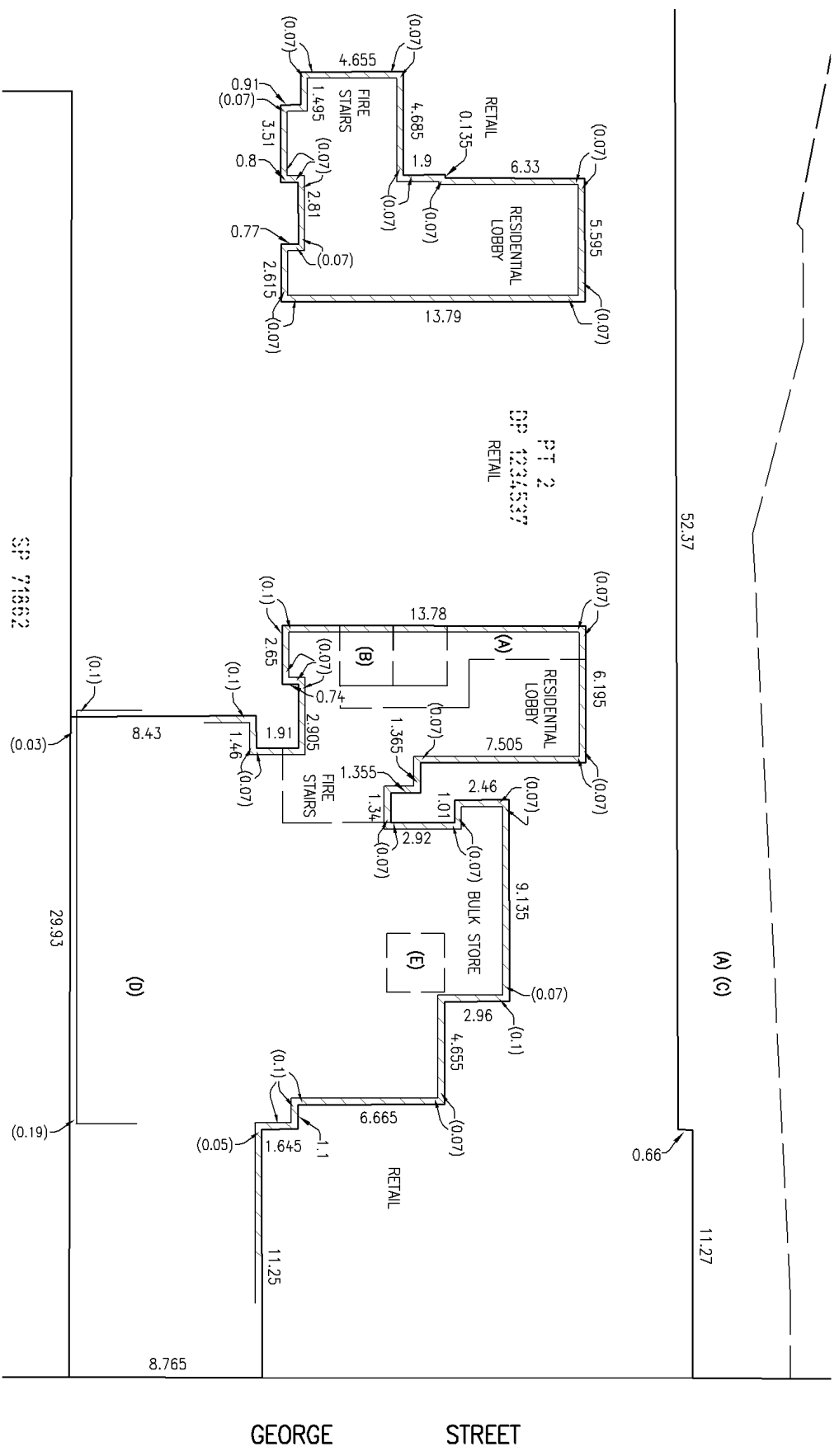
REGISTERED
 30.1.2018

SP96243

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

WHOLE OF LOT EASEMENTS VIDE DP 1234537
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS

LOCATION PLAN - GROUND LEVEL - DIAGRAM 2



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

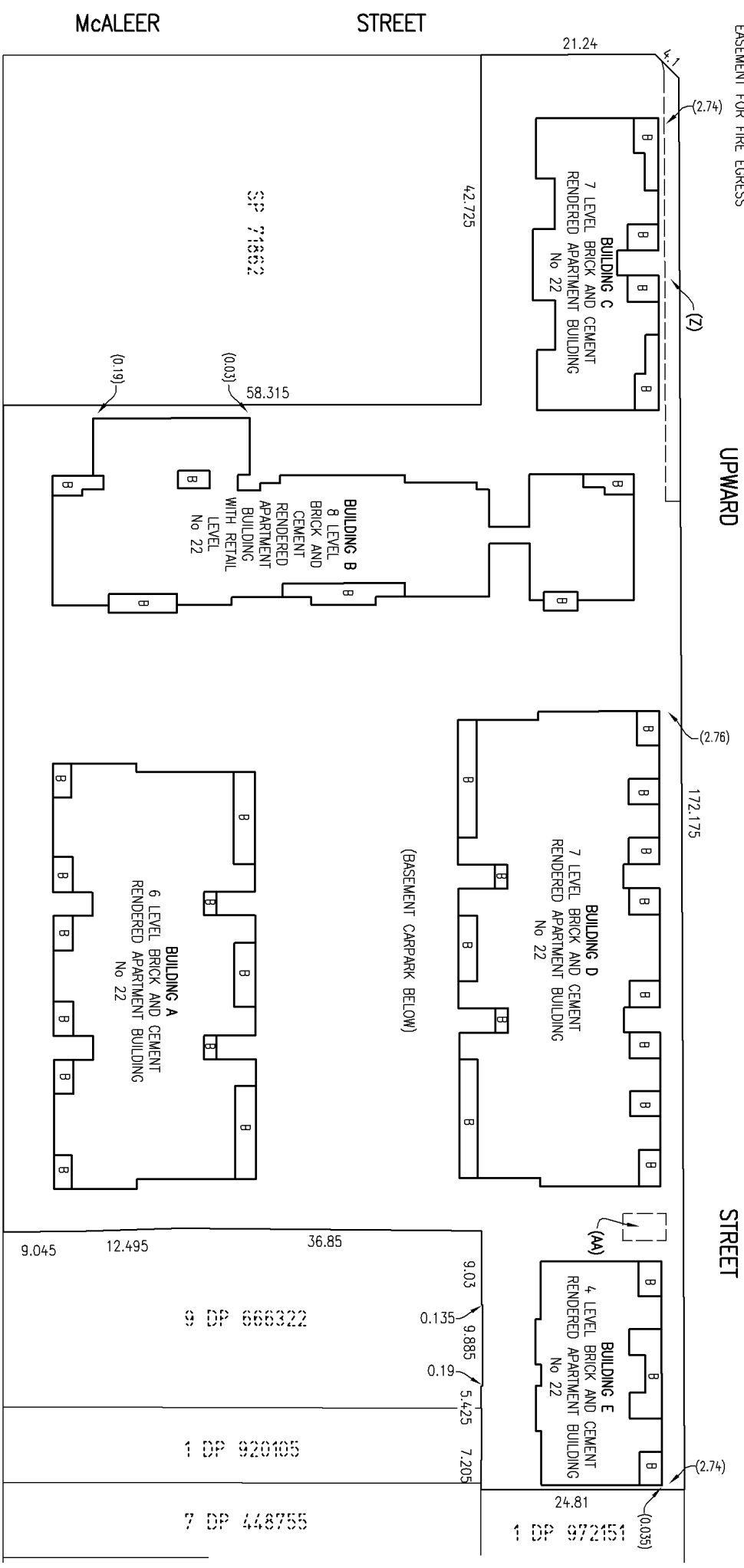
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

WHOLE OF LOT EASEMENTS VIDE DP 1234537.
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR FIRE EGRESS

LOCATION PLAN-LEVEL 1 AND ABOVE
 THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT
 AND/OR DEPTH AS DEFINED IN DP 1234537



- (AA) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (VIDE DP 1237646)
- (Z) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE AND VARIABLE WIDTH (VIDE DP 1237304)

B - DENOTES BALCONY

McALEER STREET
 GEORGE STREET
 STREET

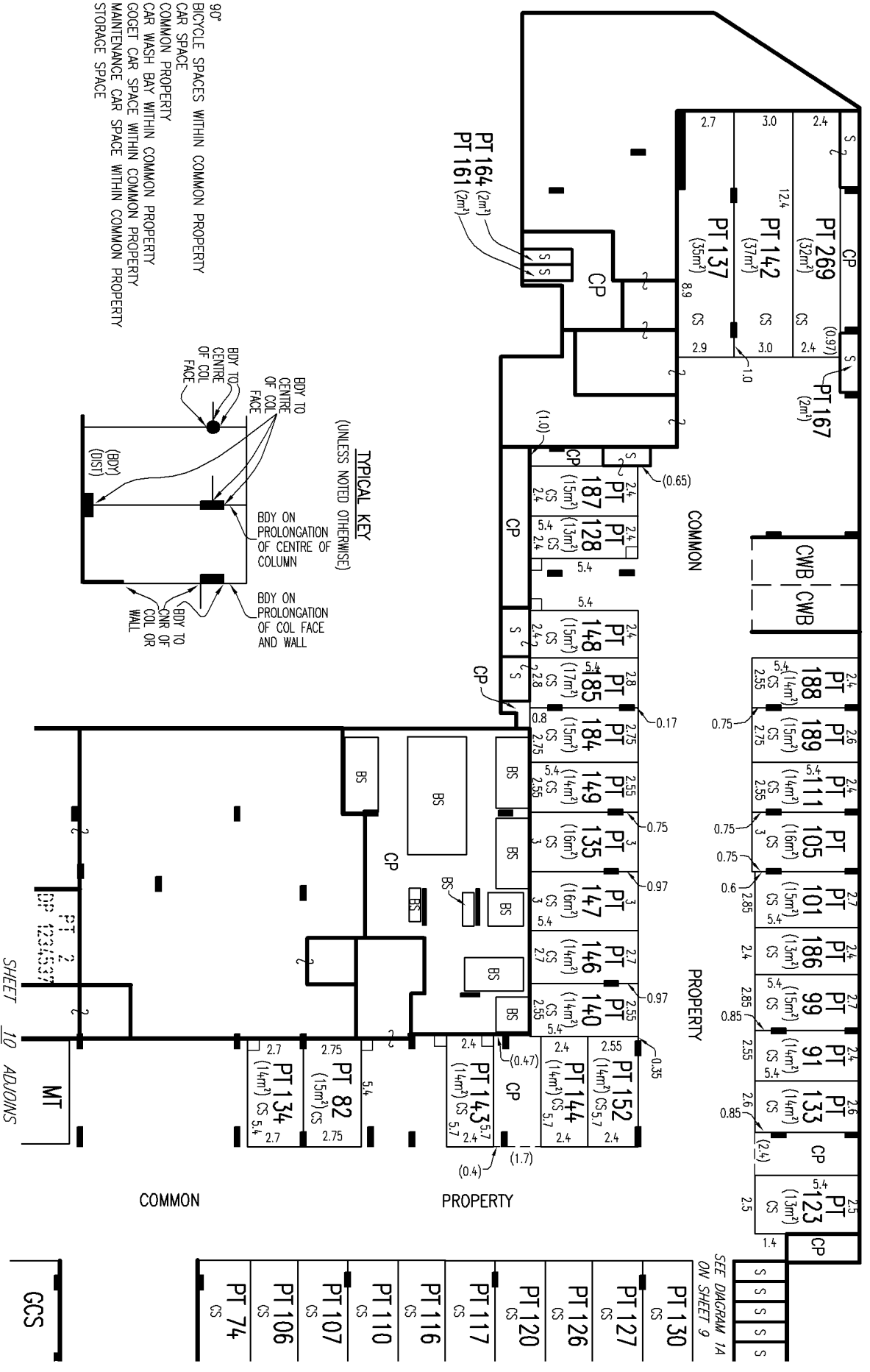
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651

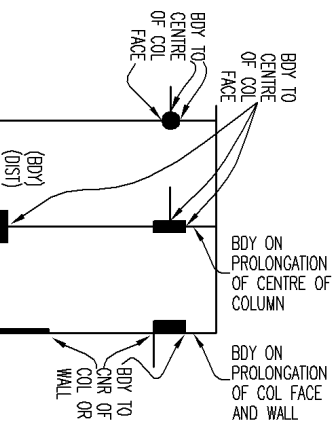
REGISTERED
30.1.2018

SP96243

BASEMENT LEVEL 2



TYPICAL KEY
 (UNLESS NOTED OTHERWISE)




- - DENOTES 90°
- BS - DENOTES BICYCLE SPACES WITHIN COMMON PROPERTY
- CS - DENOTES CAR SPACE
- CP - DENOTES COMMON PROPERTY
- CWB - DENOTES CAR WASH BAY WITHIN COMMON PROPERTY
- GCS - DENOTES GOGET CAR SPACE WITHIN COMMON PROPERTY
- MT - DENOTES MAINTENANCE CAR SPACE WITHIN COMMON PROPERTY
- S - DENOTES STORAGE SPACE

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

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651

REGISTERED

 30.1.2018

SP96243

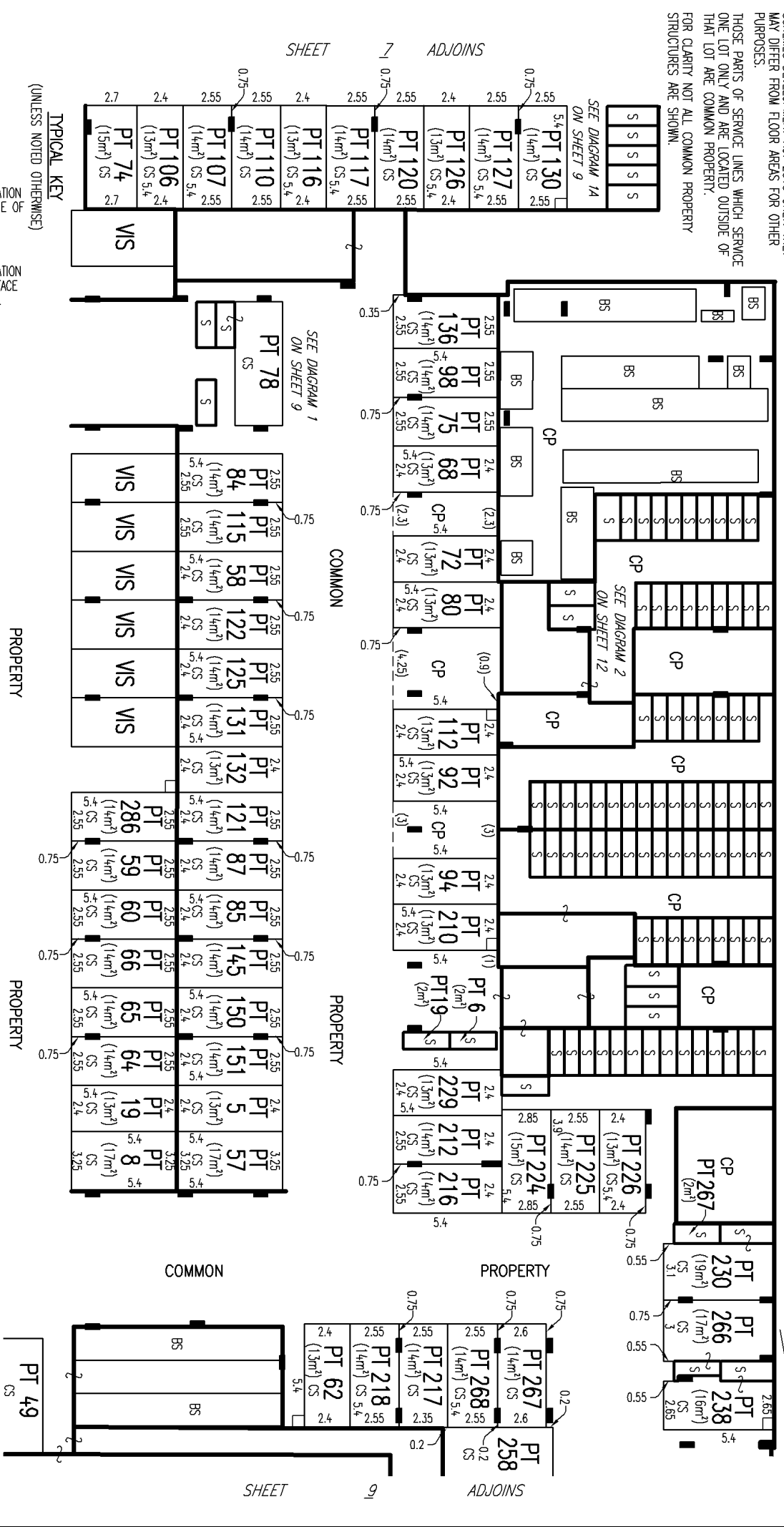
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 4.5 Sheets

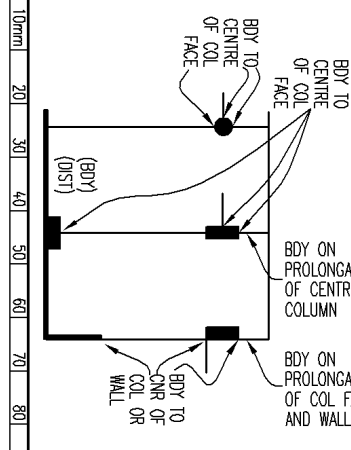
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

BASEMENT LEVEL 2



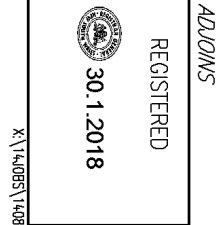
TYPICAL KEY
(UNLESS NOTED OTHERWISE)

- DENOTES 90°
- BS - DENOTES BICYCLE SPACES WITHIN COMMON PROPERTY
- CS - DENOTES CAR SPACE
- CP - DENOTES COMMON PROPERTY
- S - DENOTES STORAGE SPACE
- VIS - DENOTES VISITOR CAR SPACE WITHIN COMMON PROPERTY



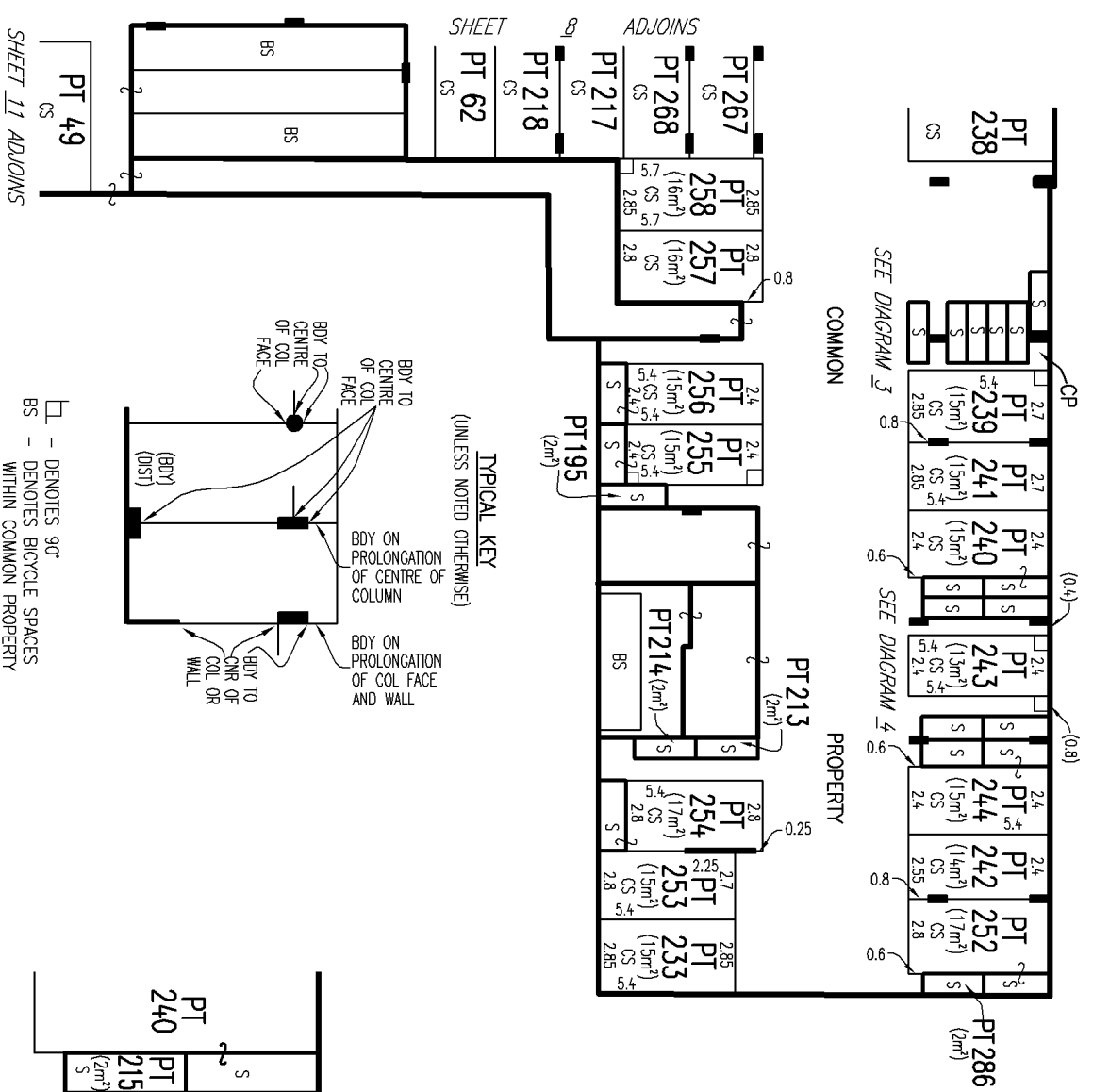
- DENOTES 90°
- BS - DENOTES BICYCLE SPACES WITHIN COMMON PROPERTY
- CS - DENOTES CAR SPACE
- CP - DENOTES COMMON PROPERTY
- S - DENOTES STORAGE SPACE
- VIS - DENOTES VISITOR CAR SPACE WITHIN COMMON PROPERTY

Surveyor: KARL ROBERTSON
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio: 1:200



SP96243

BASEMENT LEVEL 2



- TYPICAL KEY**
 (UNLESS NOTED OTHERWISE)
- - DENOTES 90°
 - BS - DENOTES BICYCLE SPACES WITHIN COMMON PROPERTY
 - CS - DENOTES CAR SPACE
 - CP - DENOTES COMMON PROPERTY
 - S - DENOTES STORAGE SPACE
- - BODY TO CENTRE OF COL FACE
 ○ - BODY TO CENTRE OF COL FACE
 ○ - BODY ON PROLONGATION OF CENTRE OF COLUMN
 ○ - BODY ON PROLONGATION OF COL FACE AND WALL
 ○ - BODY TO CNR OF COL OR WALL
 ○ (DIST)

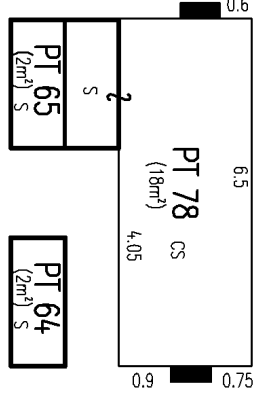


DIAGRAM 1
SCALE 1:100

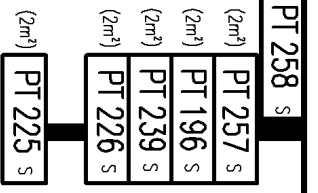


DIAGRAM 3
SCALE 1:100



DIAGRAM 1A
SCALE 1:100

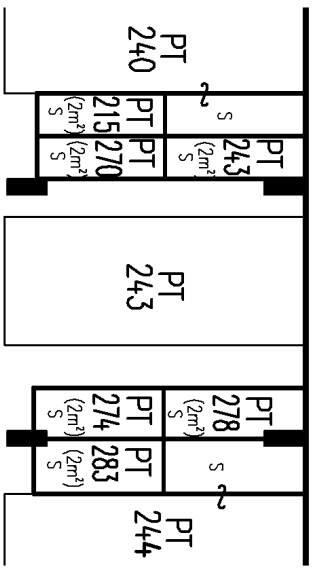


DIAGRAM 4
SCALE 1:100

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

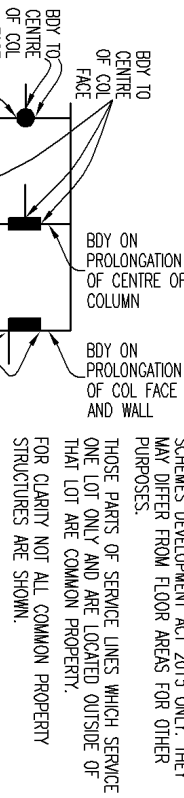


REGISTERED
 30.1.2018

SP96243

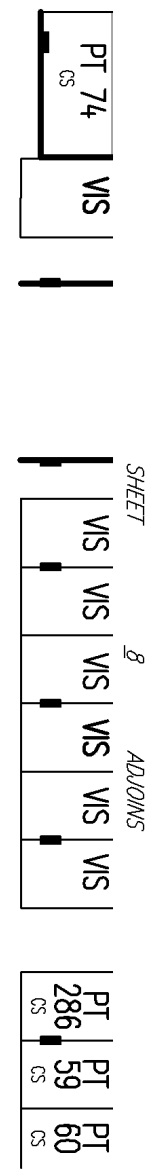
10mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150
------	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

TYPICAL KEY
 (UNLESS NOTED OTHERWISE)



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

BASEMENT LEVEL 2



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

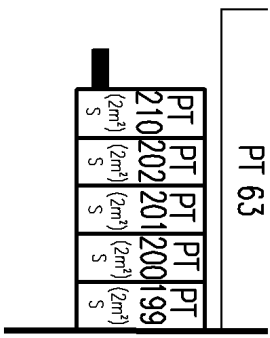
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
 30.1.2018

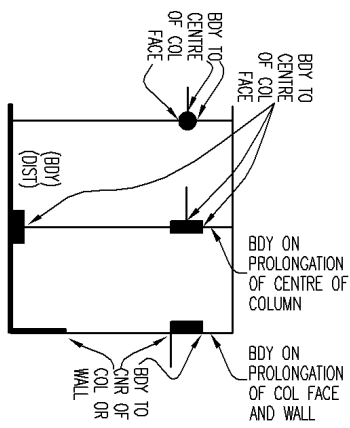
SP96243

BASEMENT LEVEL 2

SHEET 10 ADJOINS SHEET 9 ADJOINS



TYPICAL KEY
(UNLESS NOTED OTHERWISE)



- - DENOTES 90°
- BS - DENOTES BICYCLE SPACES WITHIN COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CAR SPACE
- S - DENOTES STORAGE SPACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

BASEMENT LEVEL 2

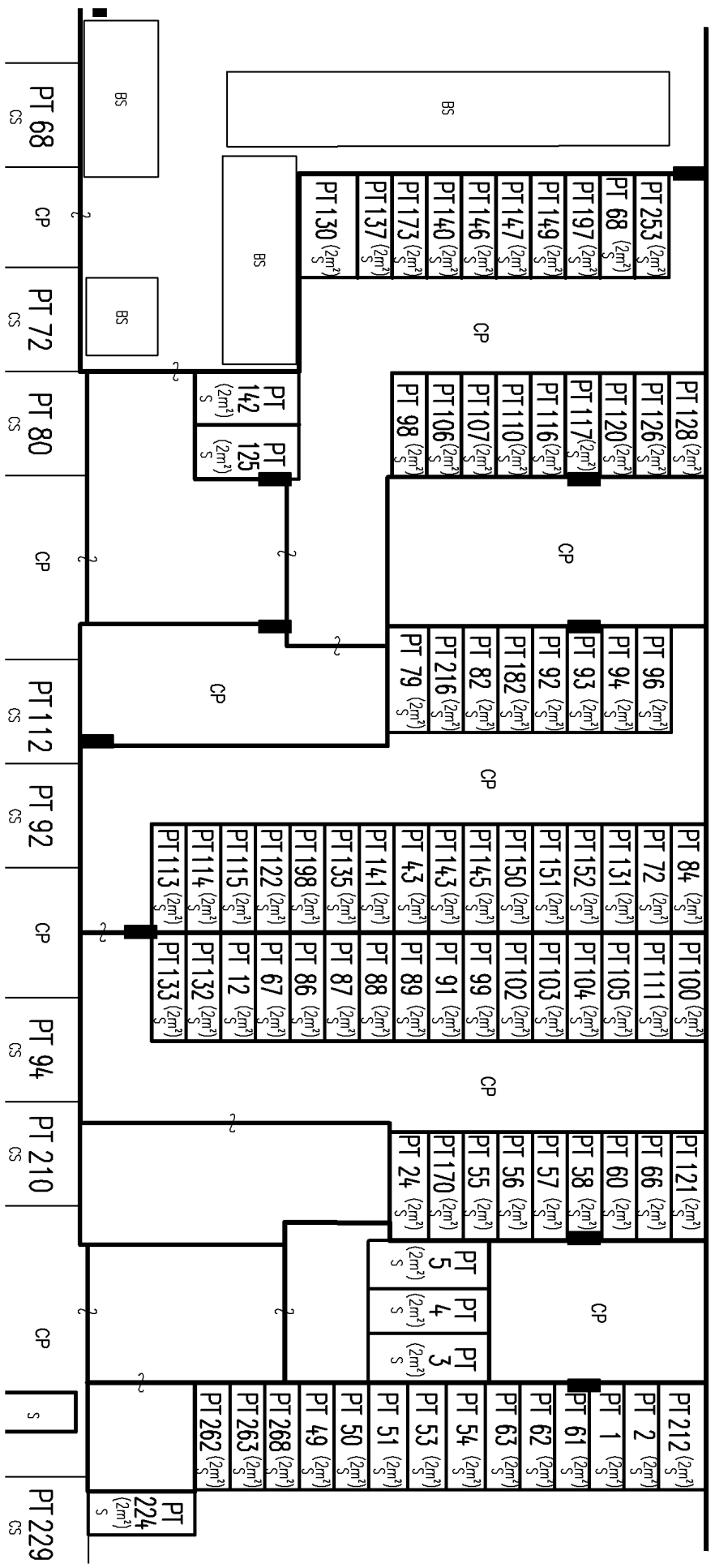


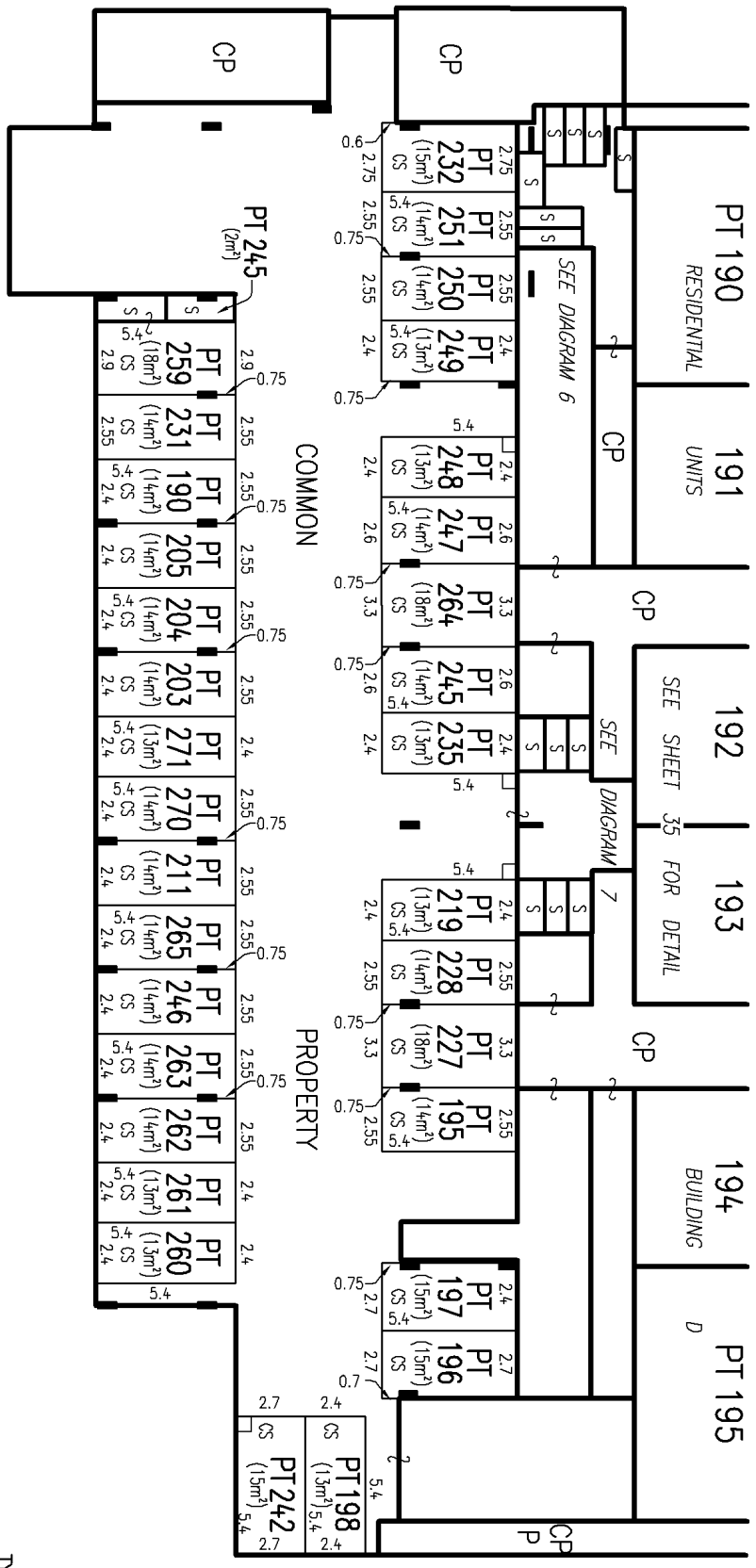
DIAGRAM 2
SCALE 1:100

- BS - BICYCLE SPACES WITHIN COMMON PROPERTY
- CS - CAR SPACE
- CP - COMMON PROPERTY
- S - STORAGE SPACE

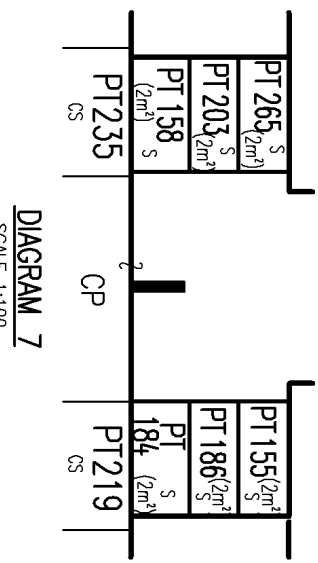
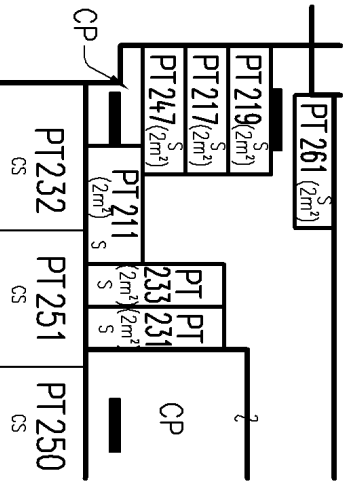
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

10mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150	Table of mm
Surveyor: KARL ROBERTSON Surveyor's Ref: 140810 SP Subdivision No: 14651 Lengths are in metres. Reduction Ratio 1 : 100															
REGISTERED 30.1.2018															
SP96243															

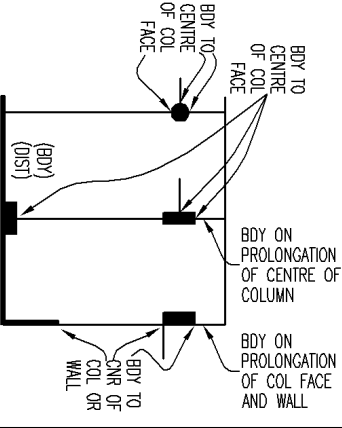
BASEMENT LEVEL 1/LOWER GROUND LEVEL BUILDING D



- - DENOTES 90°
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CAR SPACE
- P - DENOTES PLANTER
- S - DENOTES STORAGE SPACE



TYPICAL KEY
(UNLESS NOTED OTHERWISE)



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

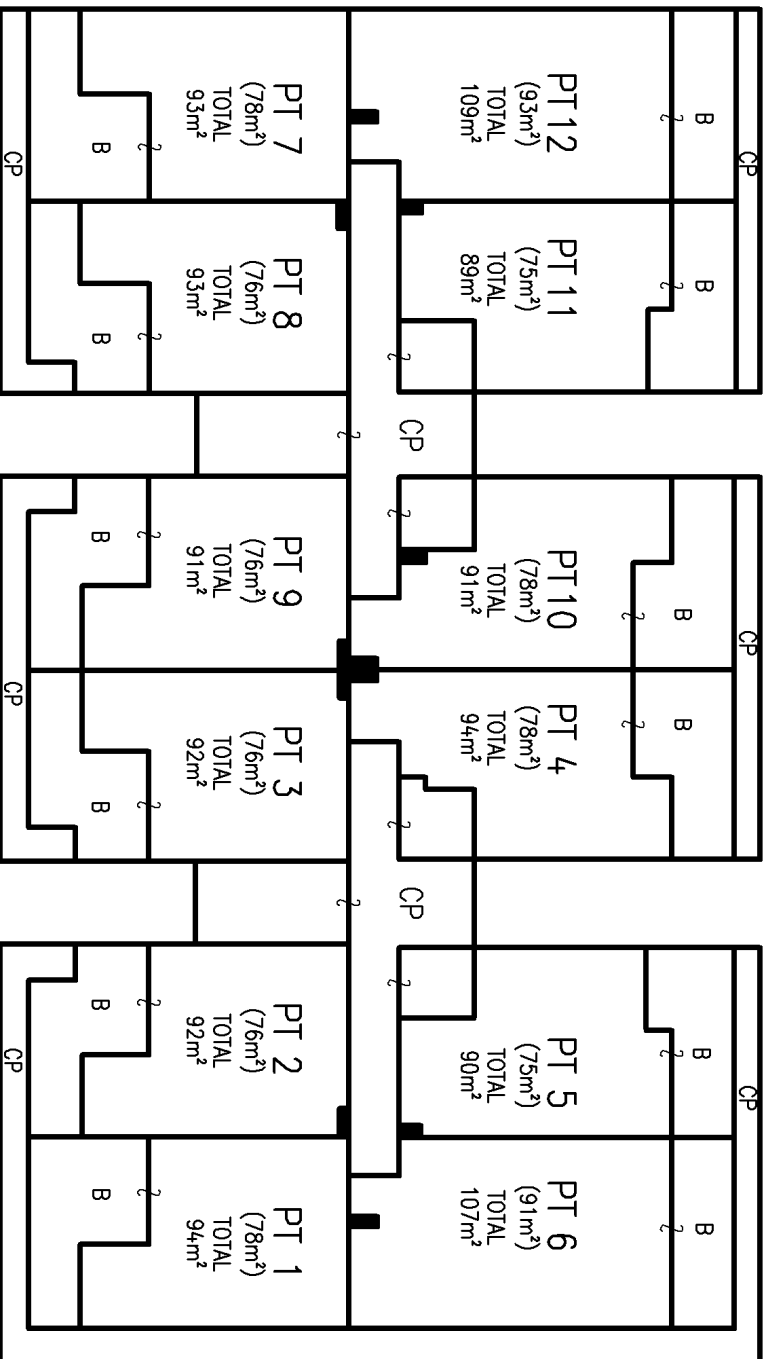
10mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150
------	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

GROUND LEVEL
BUILDING A



B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

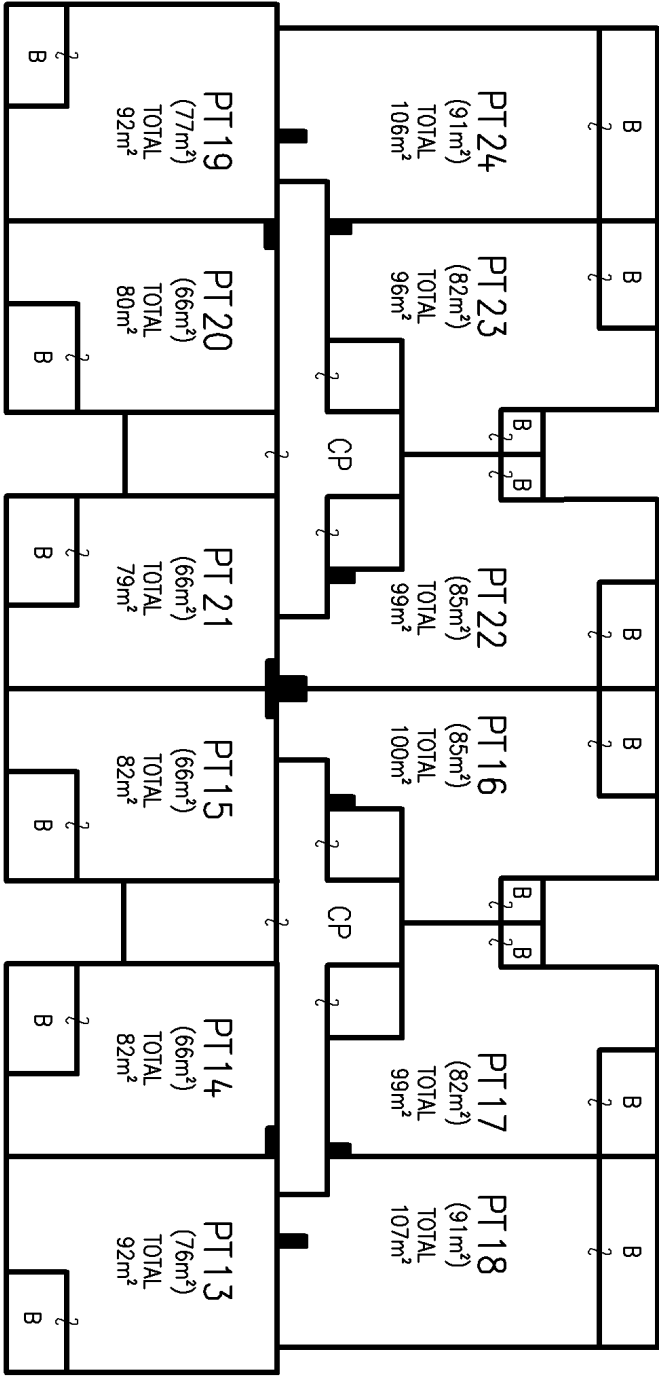
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: 14651

REGISTERED
30.1.2018

SP96243

LEVEL 1
BUILDING A



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

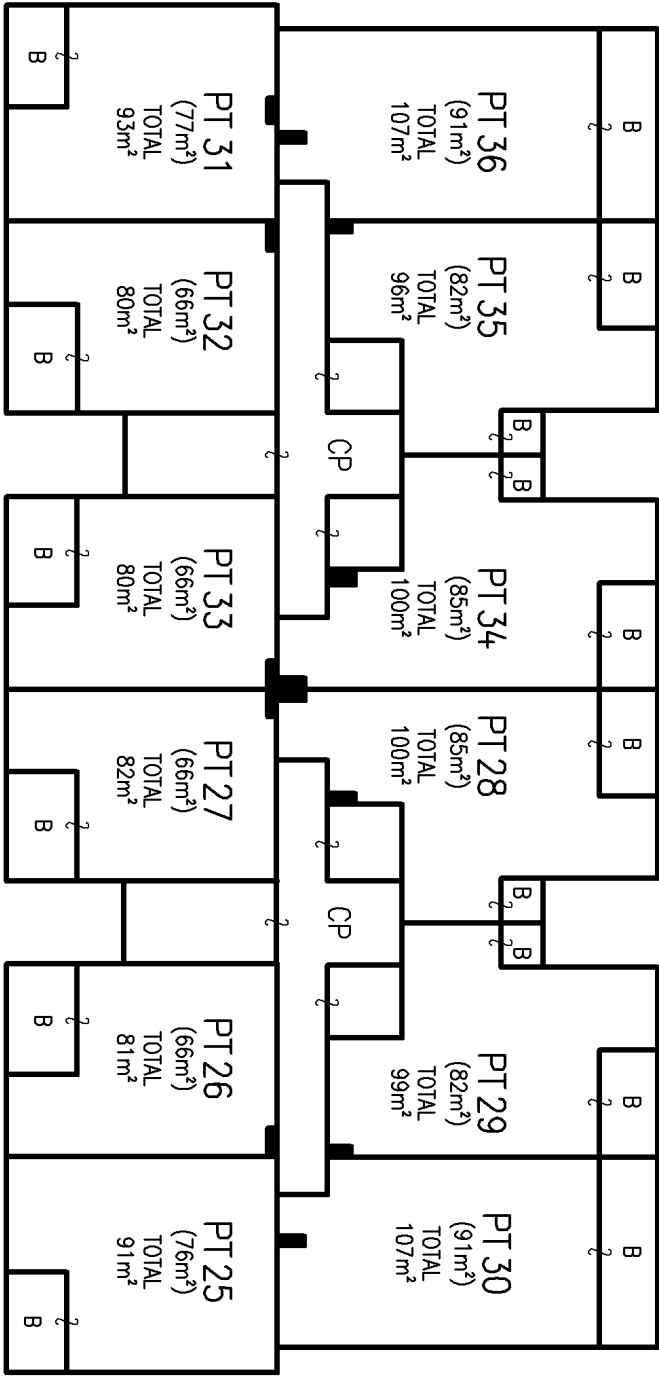
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243


LEVEL 2
BUILDING A



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

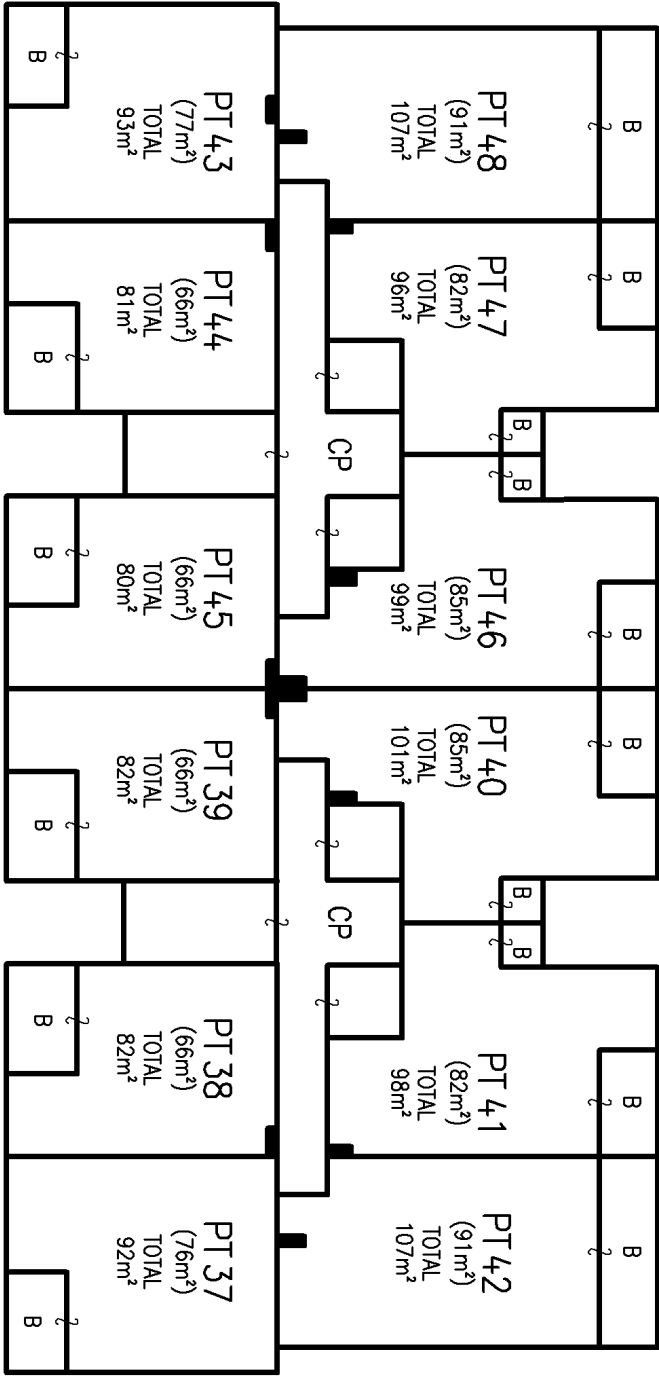
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED

30.1.2018

SP96243


LEVEL 3
BUILDING A



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

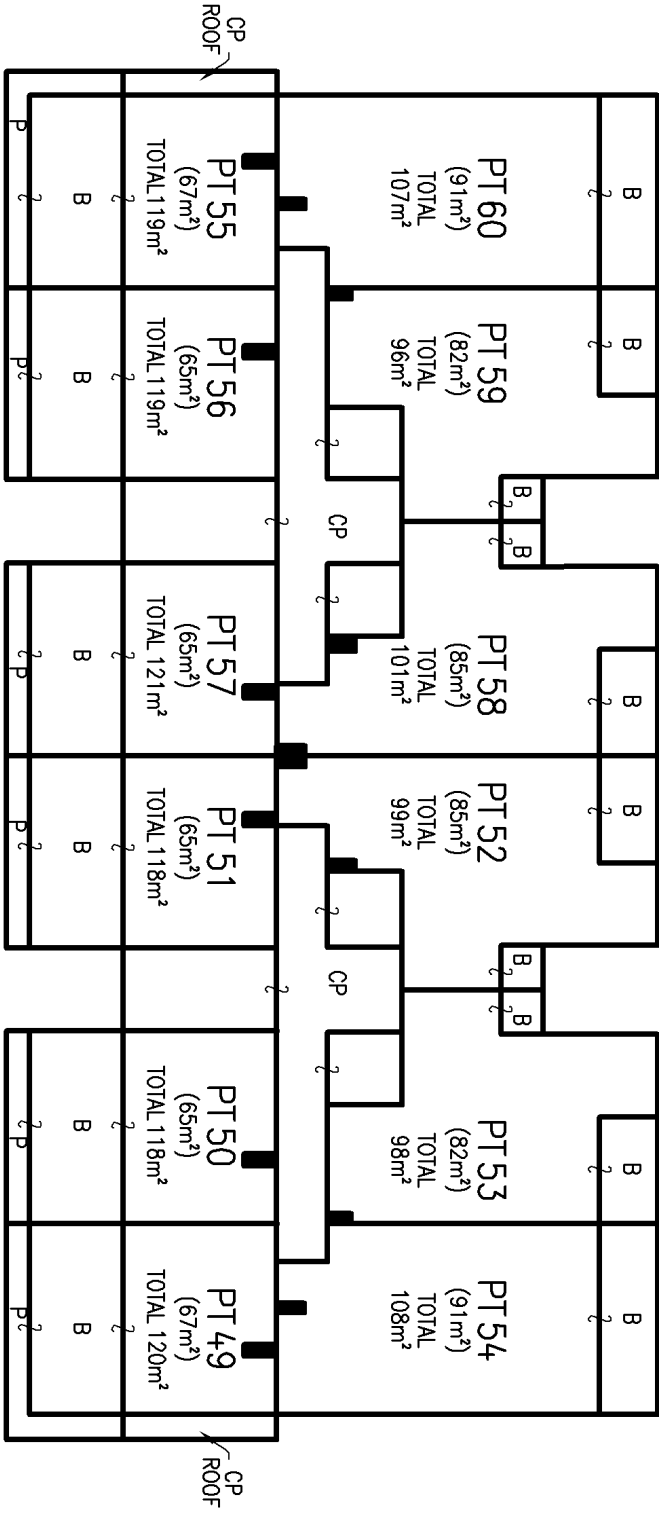
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED

30.1.2018

SP96243

LEVEL 4
BUILDING A



B - DENOTES BALCONY
 CP - DENOTES COMMON PROPERTY
 P - DENOTES PLANTER

THE STRATUM OF THE BALCONIES AND PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

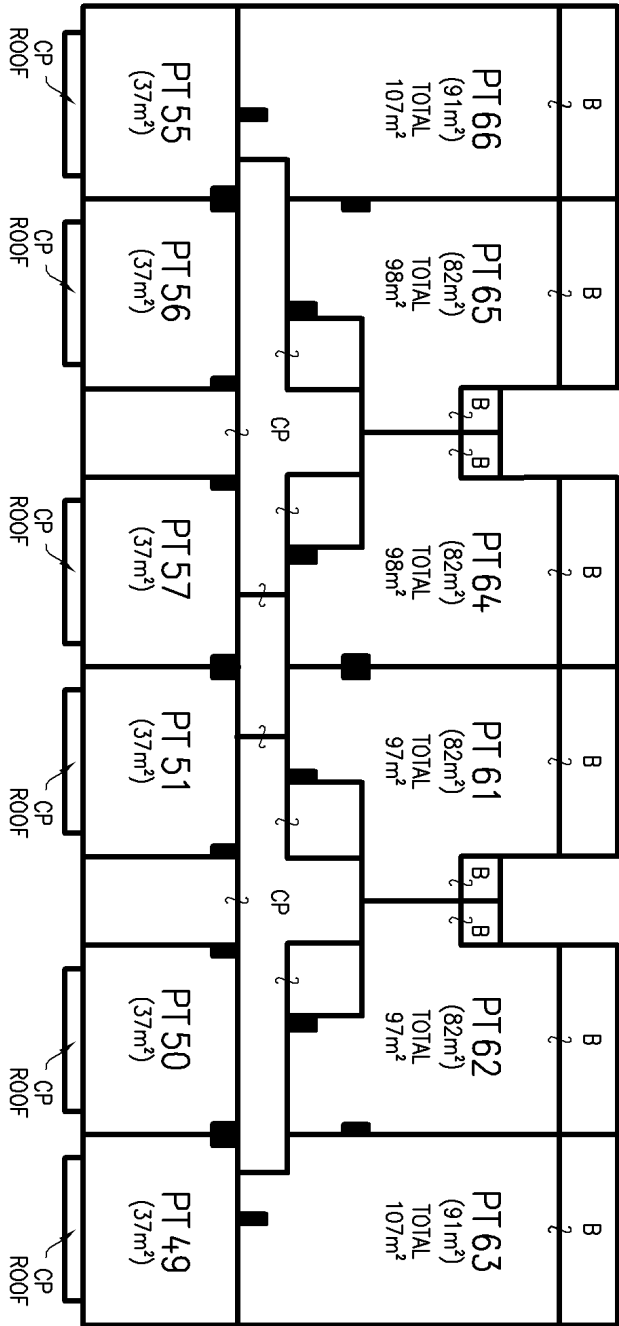
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1:200

REGISTERED

30.1.2018

SP96243

LEVEL 5
BUILDING A



B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

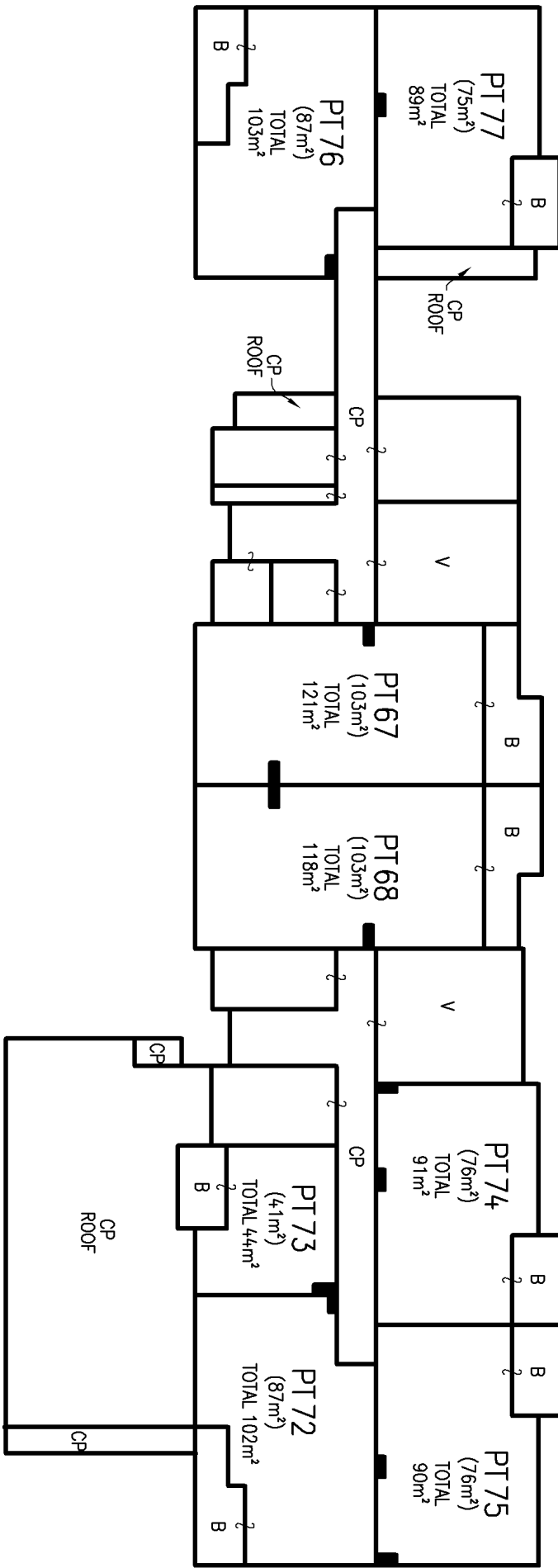
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243


LEVEL 1
BUILDING B



- B - DENOTES COVERED BALCONY
- CP - DENOTES COMMON PROPERTY
- V - DENOTES VOID

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

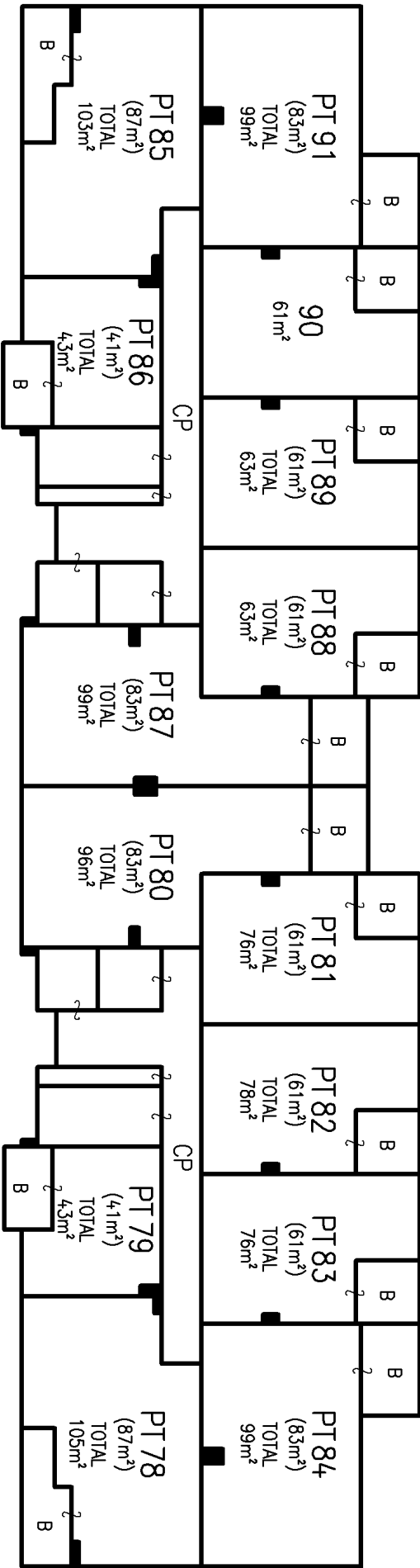
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED

30.1.2018

SP96243

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

LEVEL 2
BUILDING B



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

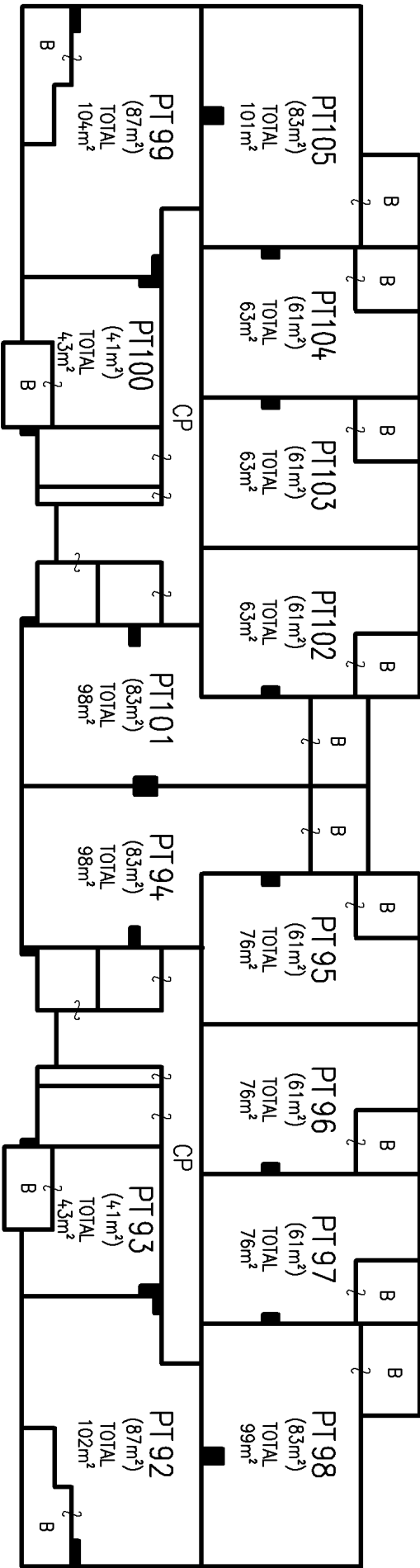
Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

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

LEVEL 3
BUILDING B



B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

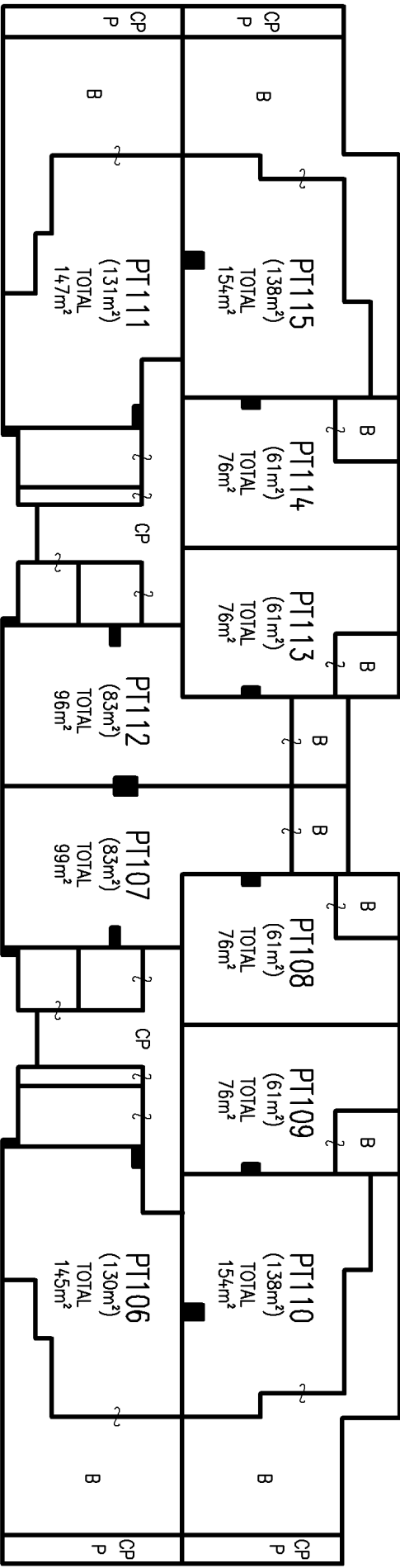
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

LEVEL 4
BUILDING B



B - DENOTES BALCONY
 CP - DENOTES COMMON PROPERTY
 P - DENOTES COMMON PROPERTY PLANTER

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

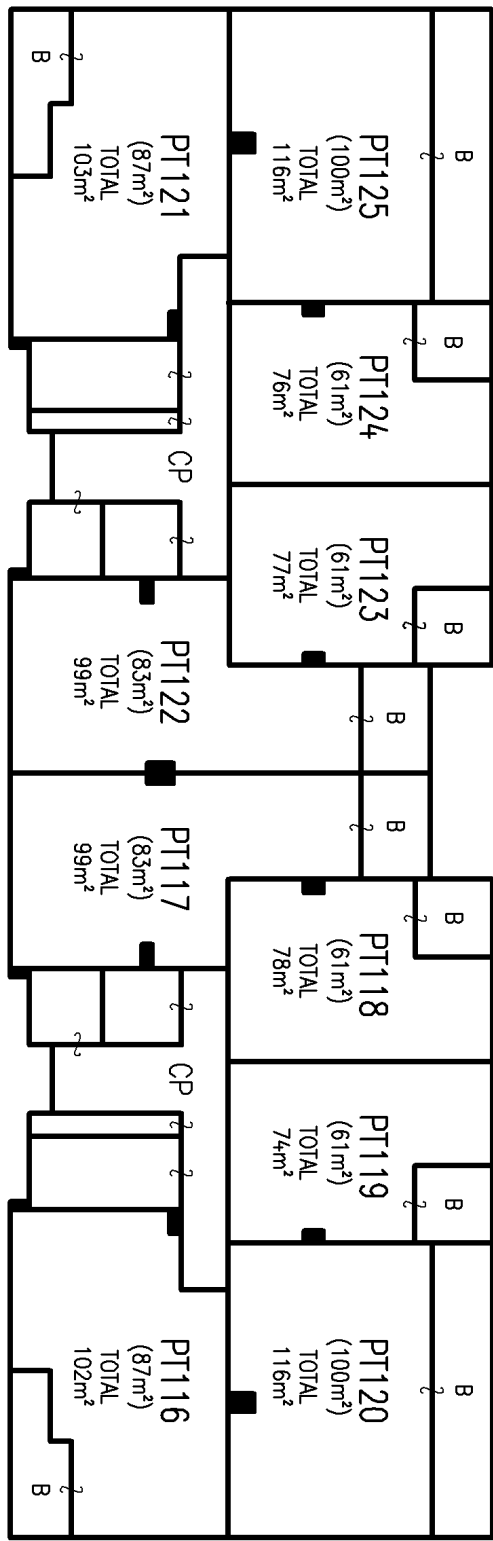
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 5
 BUILDING B



B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

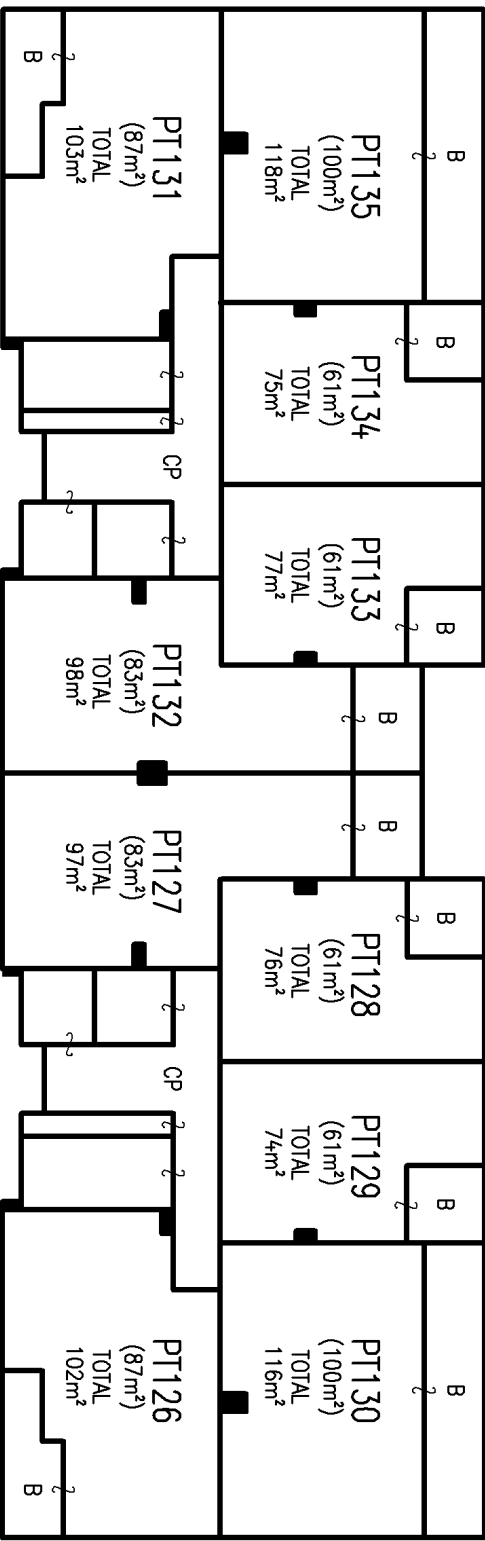
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 6
 BUILDING B



B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

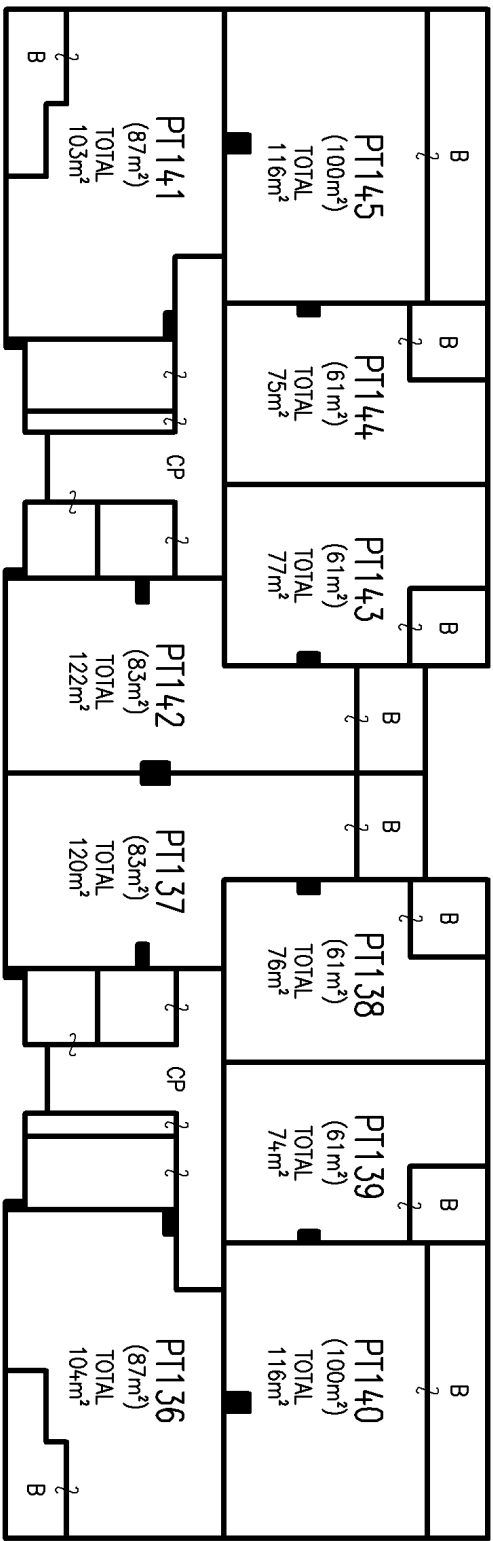
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 7
BUILDING B



B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1:200

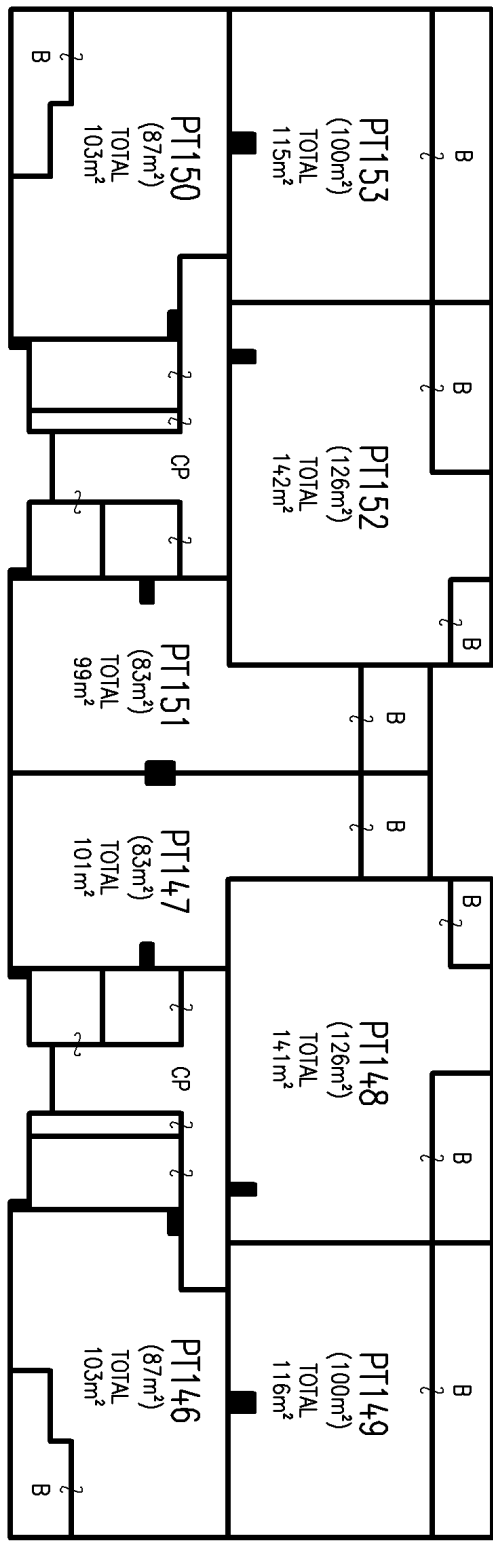
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 8
 BUILDING B



B - DENOTES BALCONY
 CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

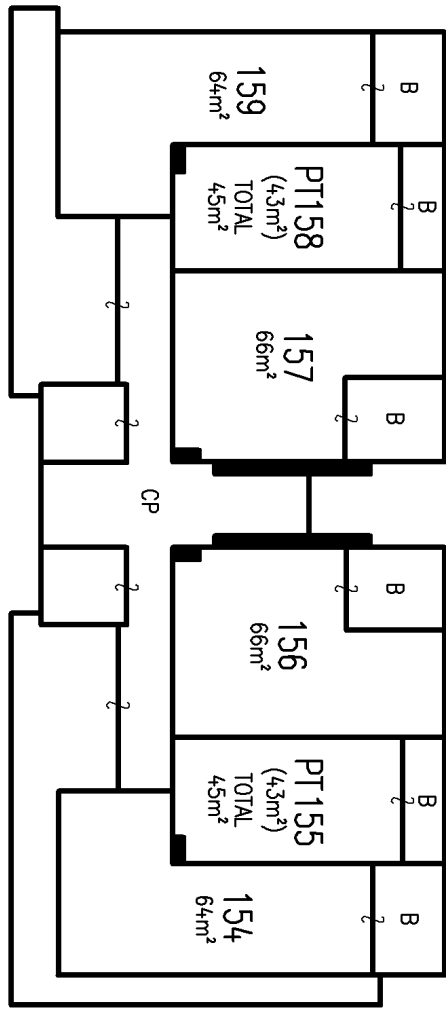
REGISTERED
30.1.2018

SP96243

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

Table of mm

GROUND LEVEL
BUILDING C



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
ATTACHED TO THE BUILDING ARE COMMON PROPERTY

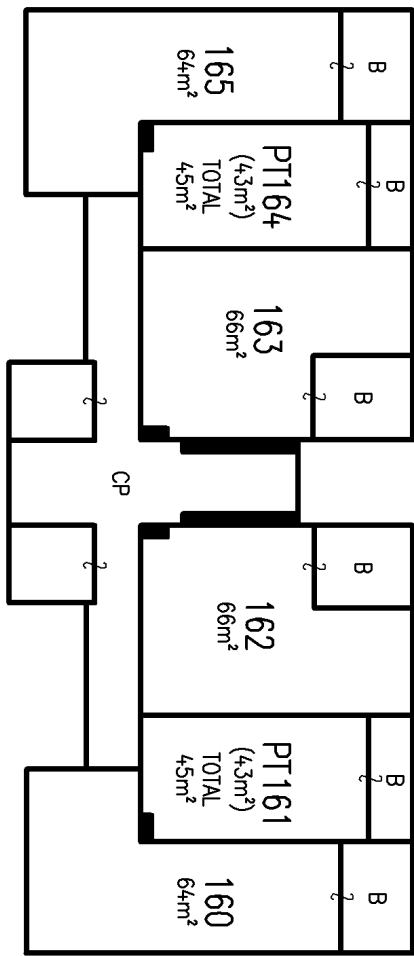
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

LEVEL 1
BUILDING C



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

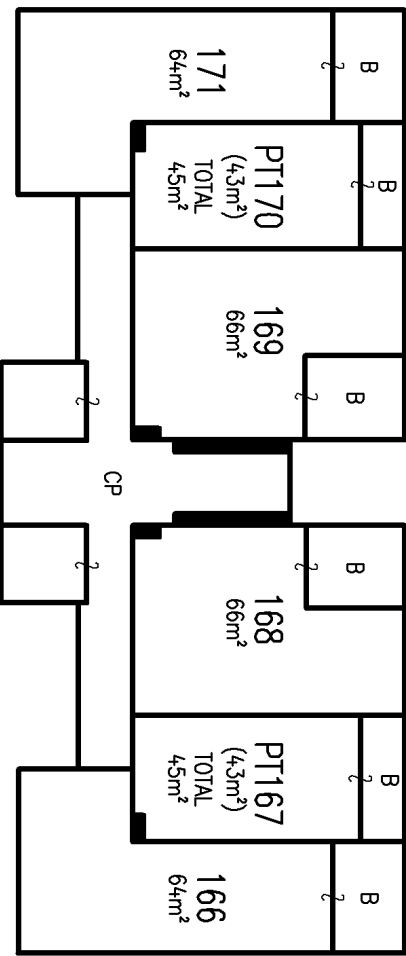
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 2
 BUILDING C



B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

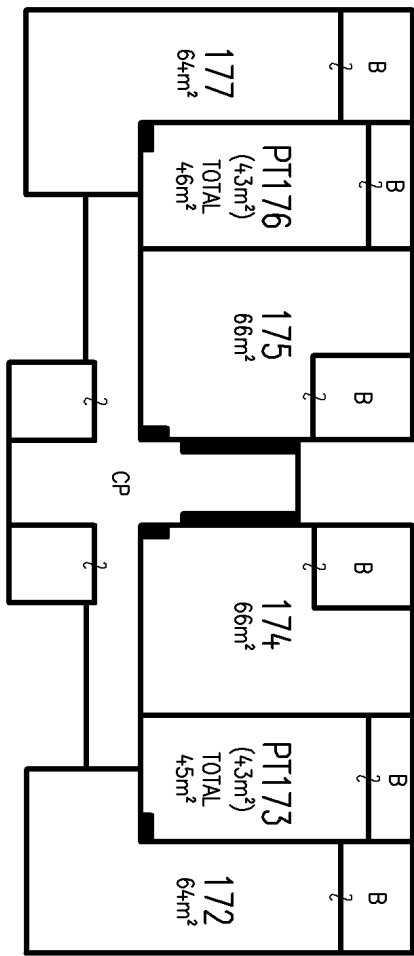
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 3
BUILDING C




B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

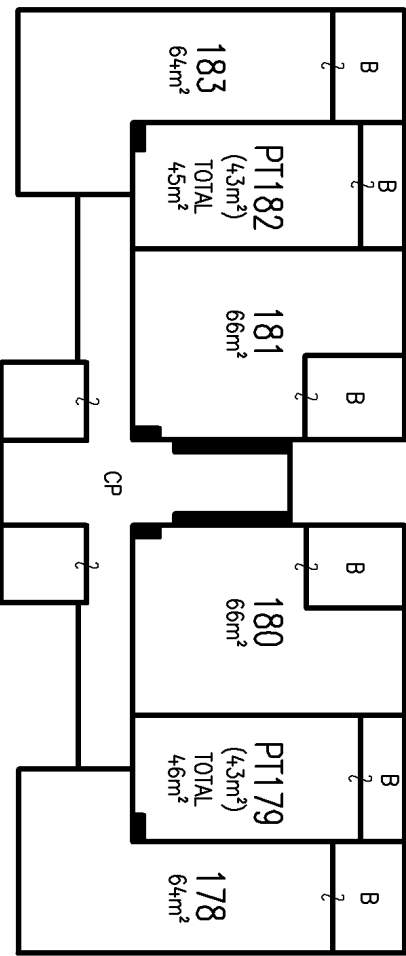
REGISTERED

30.1.2018

SP96243

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

Table of mm

LEVEL 4
BUILDING C



B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

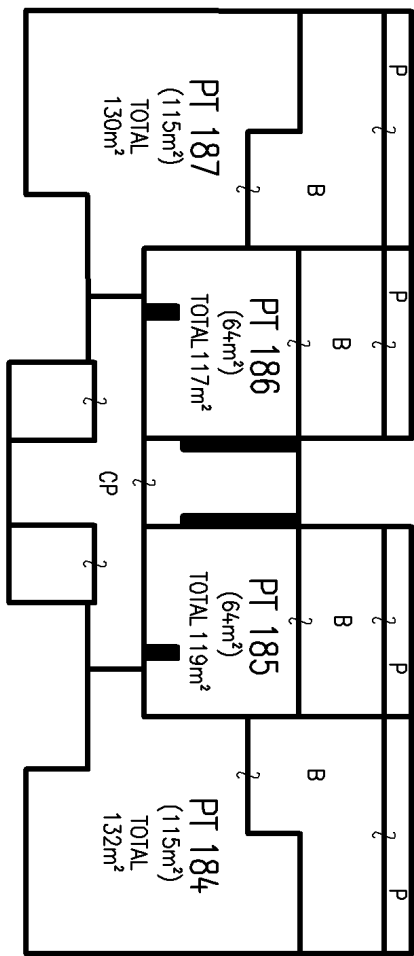
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 5
 BUILDING C



B - DENOTES BALCONY
 CP - DENOTES COMMON PROPERTY
 P - DENOTES PLANTER
 THE AREAS BELOW STAIRS FORM PART OF THE RESPECTIVE LOT

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES ATTACHED TO THE BUILDING ARE COMMON PROPERTY
 THE STRATUM OF THE BALCONIES AND PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

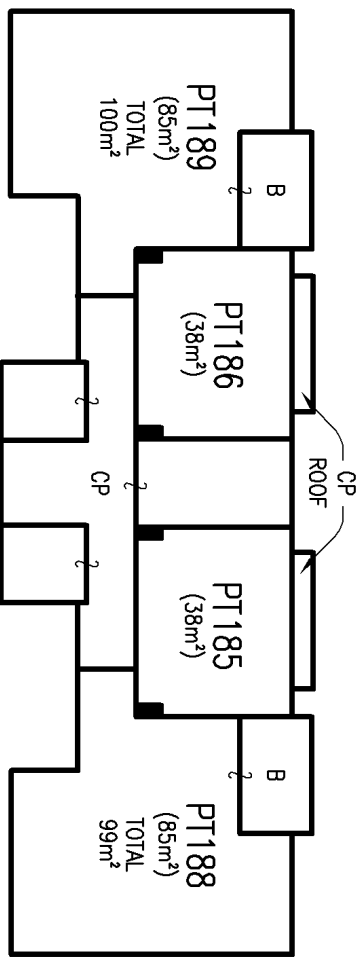
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1:200

REGISTERED
 30.1.2018

SP96243

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

LEVEL 6
 BUILDING C



B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

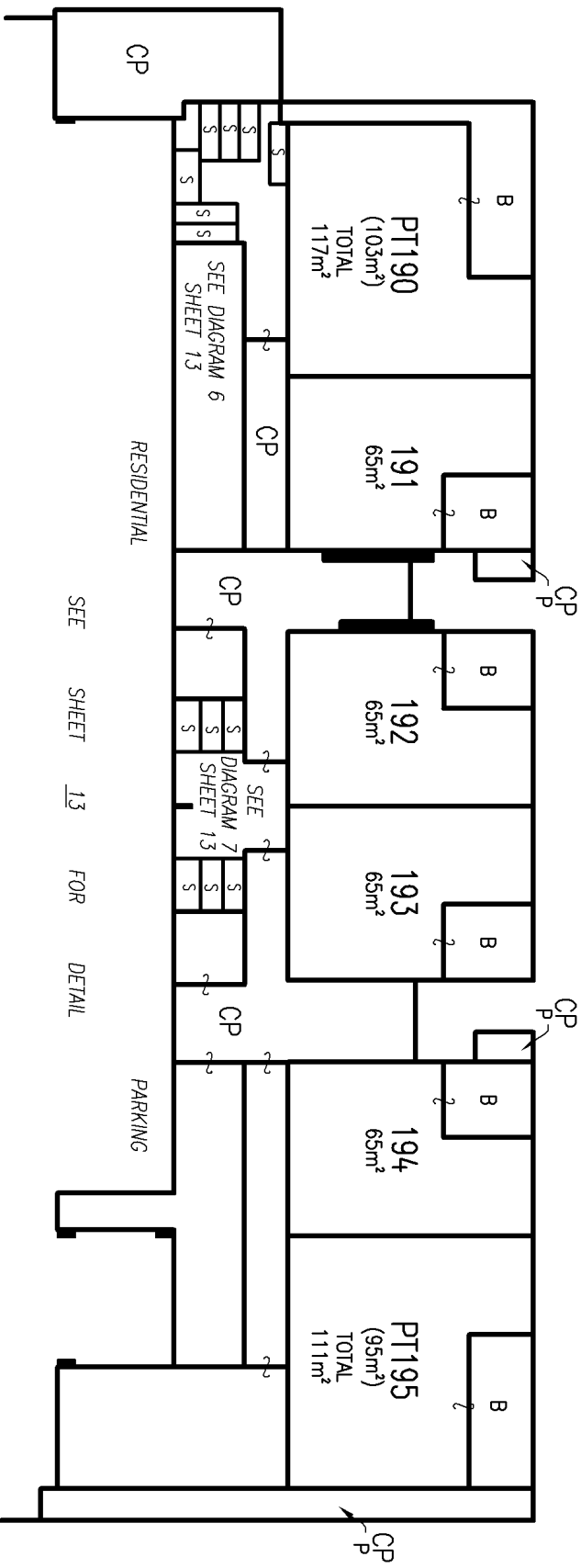
REGISTERED
30.1.2018

SP96243

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

Table of mm

BASEMENT LEVEL 1/LOWER GROUND LEVEL
BUILDING D



- B - DENOTES COVERED BALCONY
- CP - DENOTES COMMON PROPERTY
- P - DENOTES PLANTER
- S - DENOTES STORAGE SPACE

SEE SHEET 13 FOR DETAIL

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**

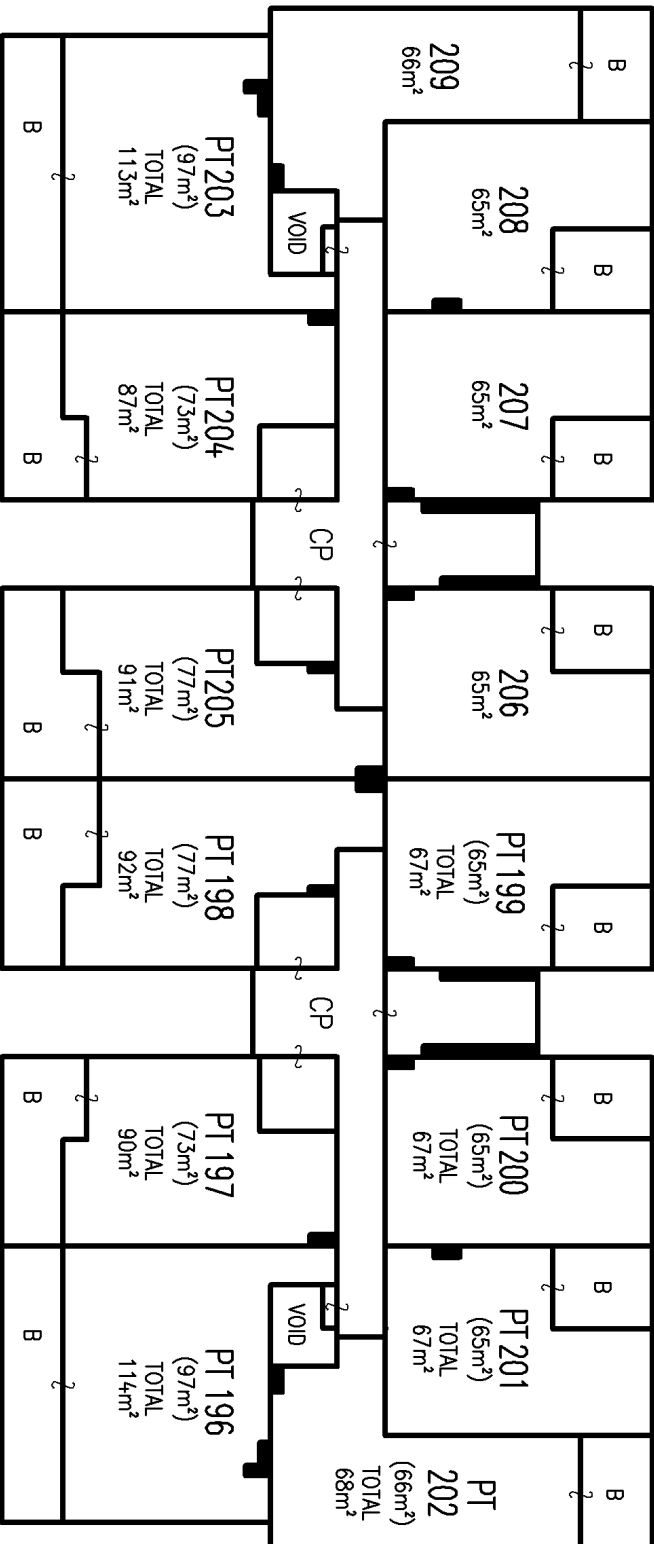
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

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

GROUND LEVEL
BUILDING D



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

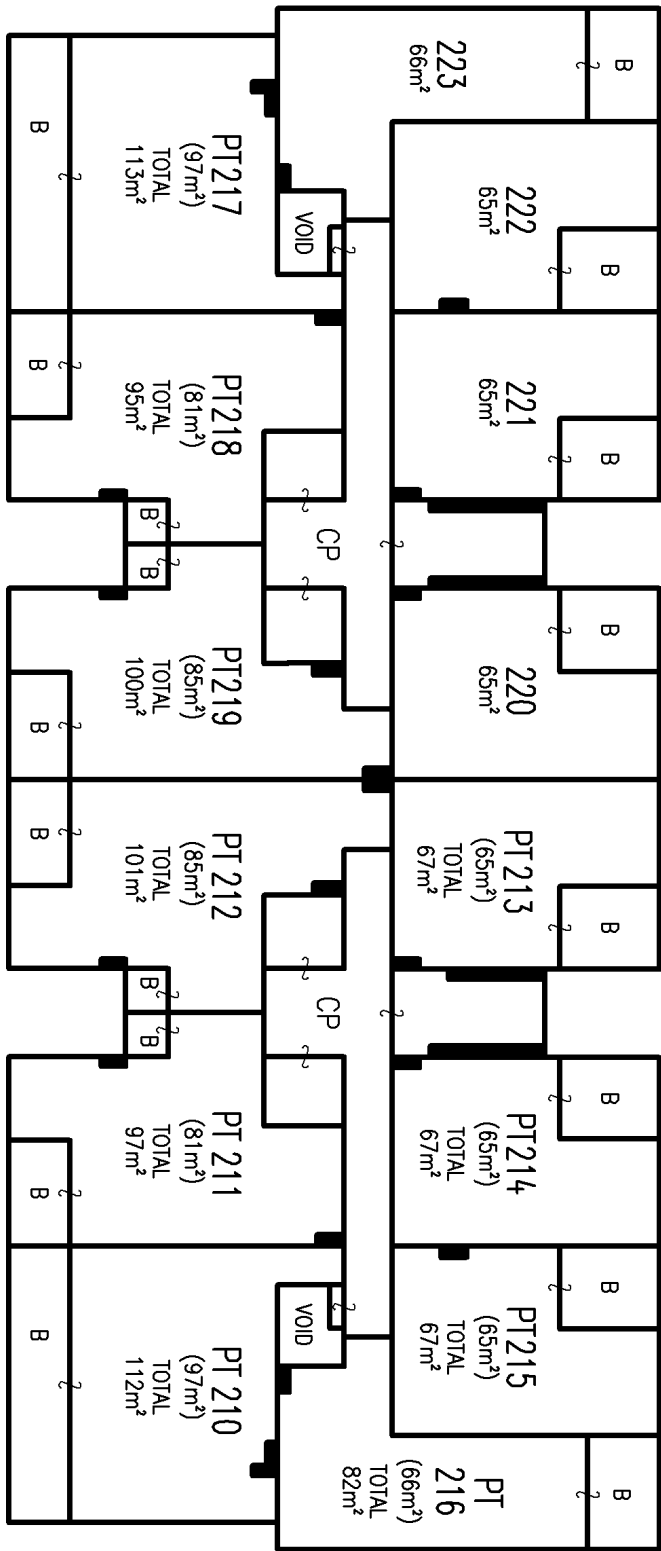
Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED

30.1.2018

SP96243

LEVEL 1
BUILDING D



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**
Lengths are in metres. Reduction Ratio 1: 200

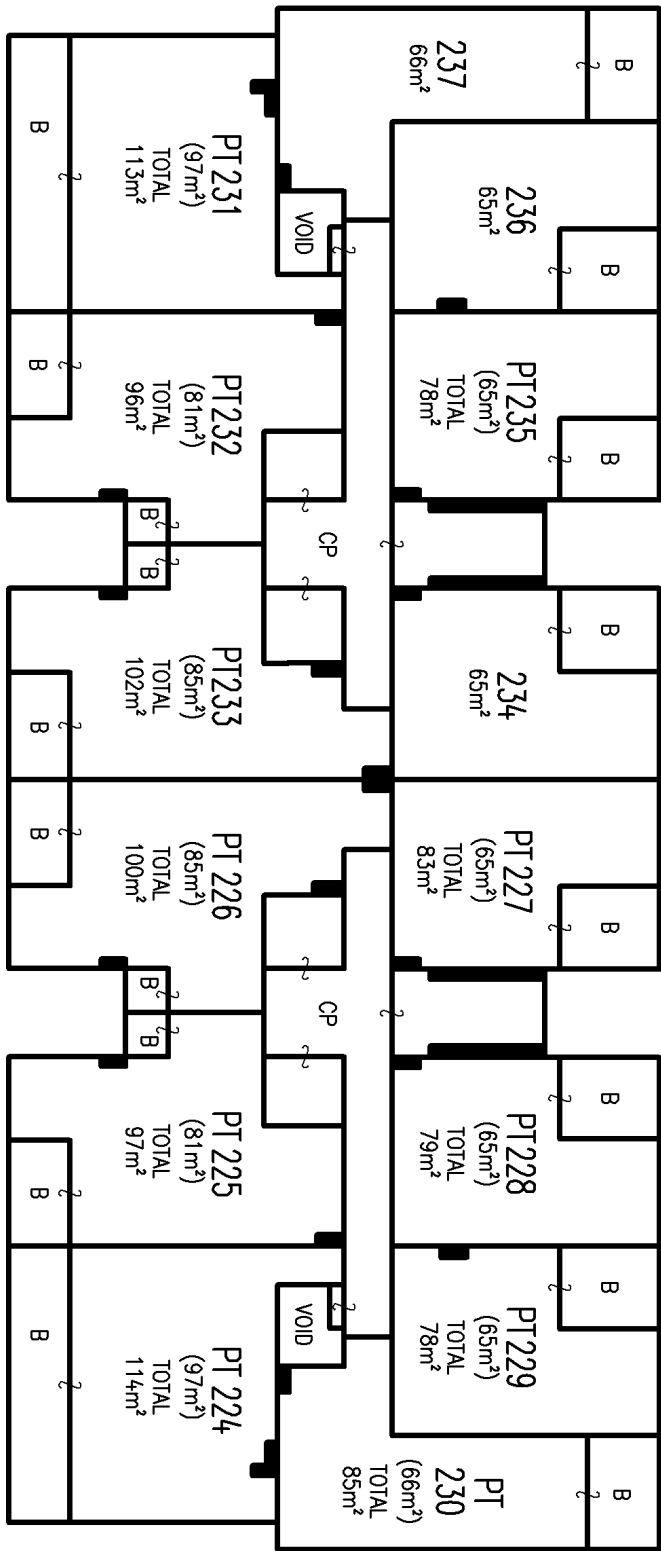
REGISTERED
30.1.2018

SP96243

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

Table of mm

LEVEL 2
 BUILDING D




B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: **14651**
 Lengths are in metres. Reduction Ratio 1: 200

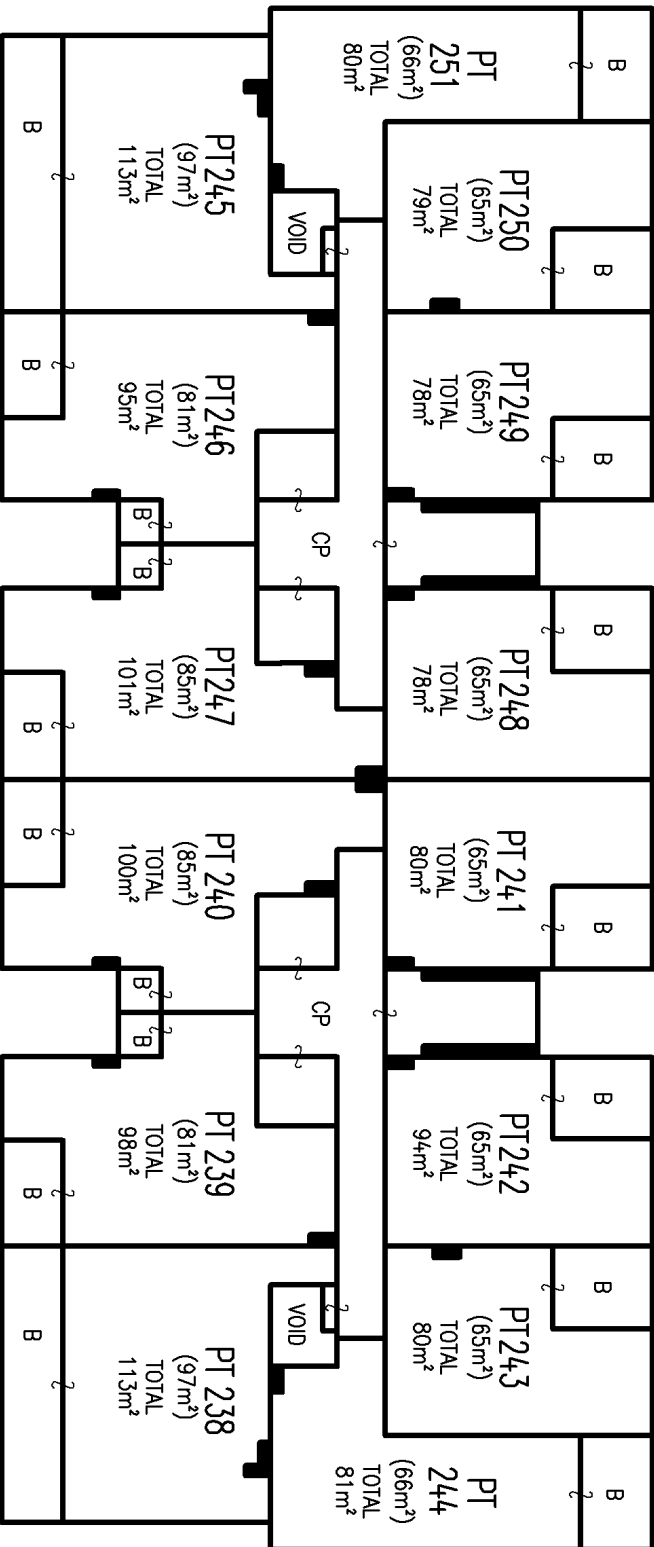
REGISTERED

30.1.2018

SP96243

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

Table of mm

LEVEL 3
BUILDING D



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

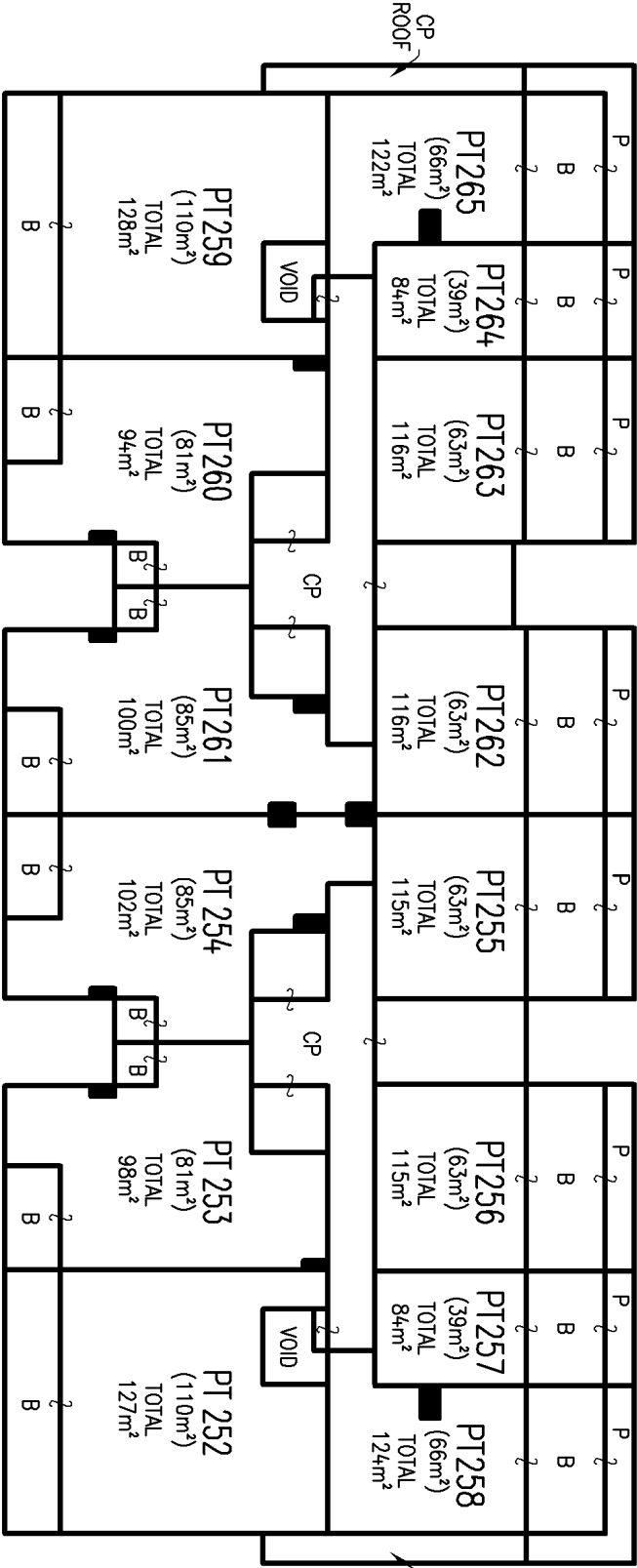
Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: **14651**

REGISTERED

30.1.2018

SP96243

LEVEL 4
BUILDING D



B - DENOTES BALCONY
 CP - DENOTES COMMON PROPERTY
 P - DENOTES PLANTER

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES AND PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

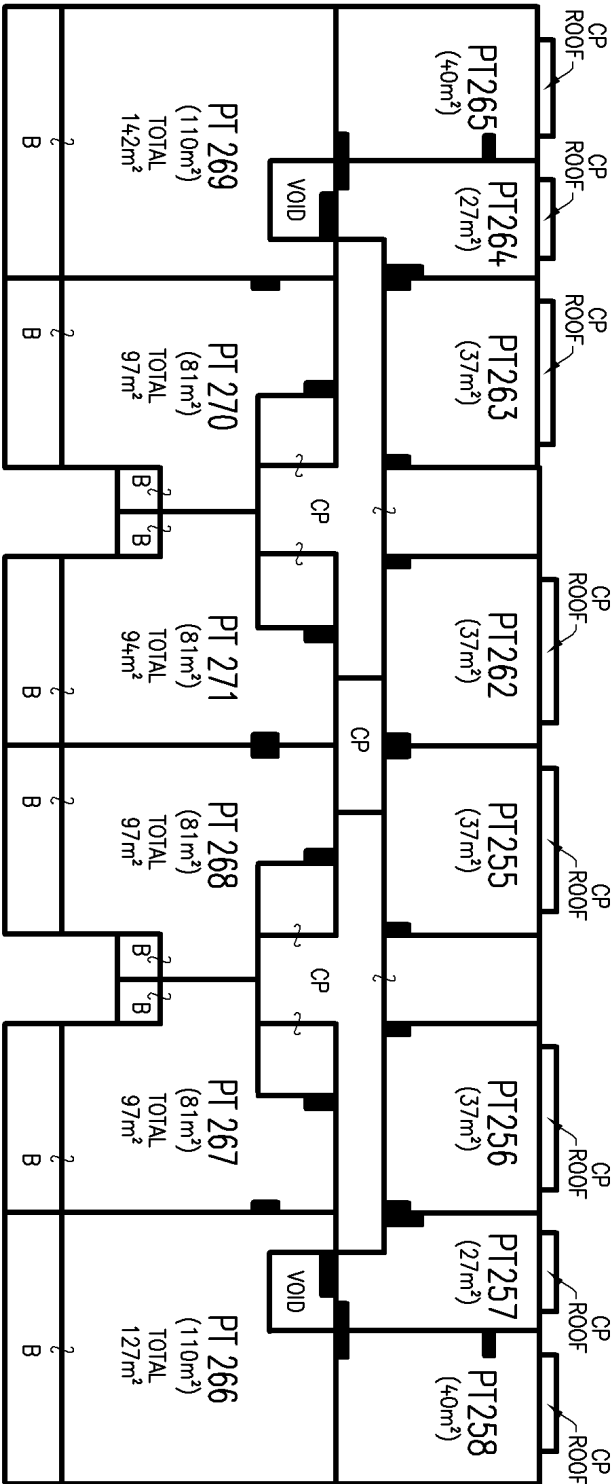
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

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

LEVEL 5
BUILDING D



B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

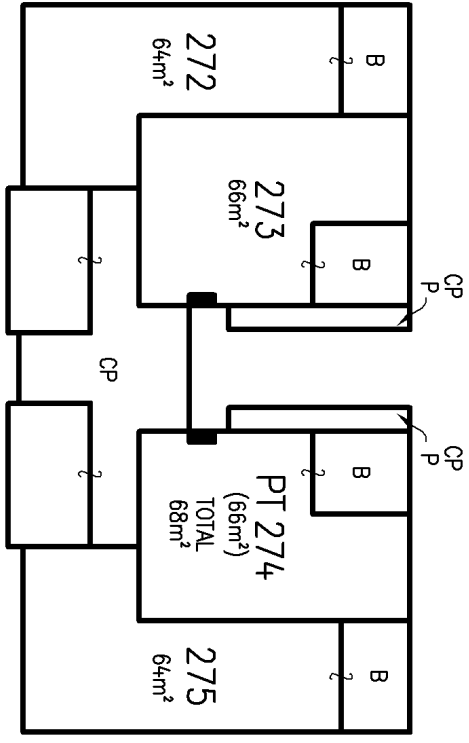
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
Surveyor's Ref: 140810 SP
Subdivision No: 14651
Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
30.1.2018

SP96243

GROUND LEVEL
 BUILDING E




- B - DENOTES COVERED BALCONY
- CP - DENOTES COMMON PROPERTY
- P - DENOTES PLANTER

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

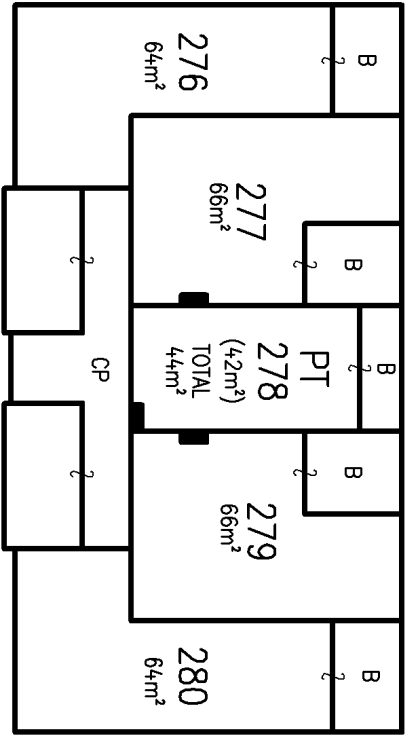
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED

 30.1.2018

SP96243

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

LEVEL 1
BUILDING E




B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1:200

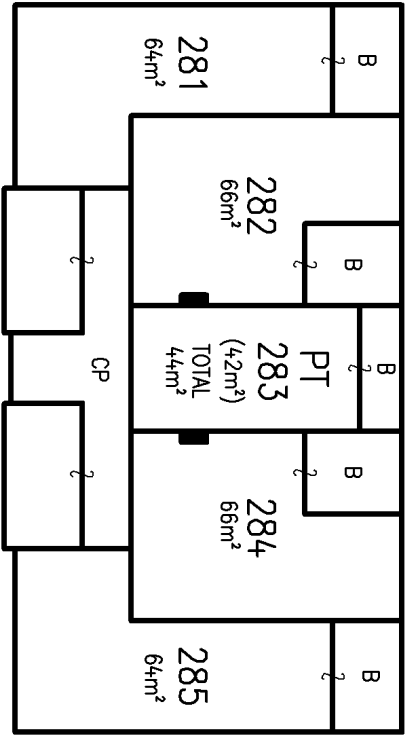
REGISTERED

30.1.2018

SP96243

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

Table of mm

LEVEL 2
 BUILDING E



B - DENOTES COVERED BALCONY
 CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1:200

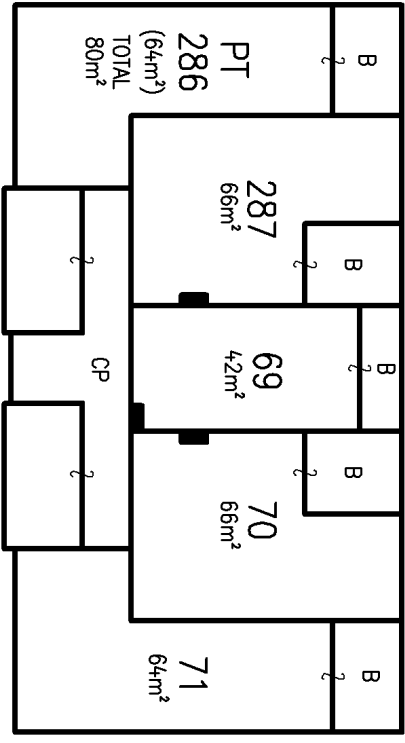
REGISTERED
 30.1.2018

SP96243

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

Table of mm

LEVEL 3
 BUILDING E



B - DENOTES BALCONY
 CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES
 ATTACHED TO THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3.2
 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR
 SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT
 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.




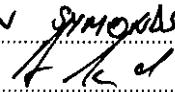
Surveyor: **KARL ROBERTSON**
 Surveyor's Ref: 140810 SP
 Subdivision No: 14651
 Lengths are in metres. Reduction Ratio 1:200

REGISTERED
30.1.2018


SP96243

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

Table of mm

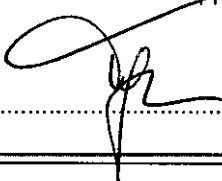
SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  30.1.2018		Office Use Only  SP96243 S
PLAN OF SUBDIVISION OF LOT 1 IN DP 1234537	LGA: INNER WEST Locality: LEICHHARDT Parish: PETERSHAM County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents No. 22 GEORGE ST LEICHHARDT NSW 2040 Provide an Australian address including a postcode	The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan	
<p style="text-align: center;">Surveyor's Certificate</p> I, <u>KARL ROBERTSON</u> of <u>Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>15/12/2017</u> Surveyor ID: <u>7835</u> Surveyor's Reference: <u>140810 SP</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, <u>ANDREW SYMONDS</u> being an Accredited Certifier, accreditation number <u>BPB 1837</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> 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 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>14651</u> Relevant Planning Approval No. <u>CBC 14650</u> Issued by: <u>ANDREW SYMONDS</u> Signature:  Date: <u>22 DECEMBER 2017</u> ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
--------------	---	-----------------------

Office Use Only	Use Only
Registered:  30.1.2018	SP96243

Valuer's Certificate

I, Tyrone Hoxie being a qualified valuer, as defined in the *Strata Scheme 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: 14/11/17

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT	UE
1	28	28	43	55	44	82	28	109	28	136	44	163	26
2	28	29	42	56	44	83	28	110	44	137	44	164	20
3	28	30	43	57	44	84	43	111	44	138	29	165	26
4	28	31	42	58	43	85	43	112	43	139	29	166	27
5	28	32	27	59	42	86	20	113	28	140	45	167	20
6	43	33	27	60	43	87	43	114	28	141	44	168	27
7	28	34	42	61	43	88	27	115	44	142	44	169	27
8	27	35	42	62	43	89	27	116	44	143	29	170	20
9	27	36	43	63	44	90	27	117	43	144	28	171	26
10	28	37	42	64	43	91	43	118	28	145	45	172	27
11	27	38	28	65	43	92	43	119	28	146	44	173	20
12	43	39	28	66	44	93	20	120	44	147	44	174	27
13	41	40	43	67	52	94	43	121	44	148	56	175	27
14	27	41	42	68	52	95	28	122	43	149	45	176	20
15	27	42	43	69	20	96	28	123	28	150	44	177	27
16	42	43	42	70	26	97	28	124	28	151	44	178	27
17	42	44	28	71	27	98	43	125	44	152	56	179	21
18	42	45	28	72	42	99	43	126	44	153	45	180	27
19	41	46	43	73	20	100	20	127	44	154	27	181	27
20	27	47	42	74	41	101	43	128	28	155	20	182	21
21	27	48	43	75	41	102	27	129	28	156	27	183	27
22	42	49	44	76	42	103	27	130	44	157	27	184	44
23	41	50	44	77	41	104	27	131	44	158	20	185	44
24	42	51	44	78	43	105	43	132	44	159	27	186	44
25	42	52	43	79	20	106	44	133	28	160	26	187	44
26	28	53	42	80	42	107	43	134	28	161	20	188	44
27	28	54	43	81	28	108	28	135	44	162	26	189	44

Surveyors Reference: 140810 SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered: 30.1.2018	SP96243	Office Use Only Jse Only

- 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 UNIT ENTITLEMENT													
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT	UE
190	43	204	27	218	41	232	42	246	42	260	42	274	26
191	26	205	28	219	42	233	43	247	43	261	43	275	26
192	26	206	27	220	26	234	27	248	28	262	44	276	27
193	26	207	27	221	26	235	27	249	28	263	44	277	27
194	26	208	27	222	26	236	27	250	28	264	26	278	20
195	43	209	27	223	26	237	27	251	28	265	44	279	27
196	43	210	42	224	43	238	43	252	53	266	54	280	27
197	28	211	42	225	42	239	42	253	43	267	43	281	26
198	28	212	42	226	43	240	43	254	43	268	43	282	26
199	28	213	26	227	27	241	28	255	44	269	54	283	20
200	28	214	26	228	27	242	28	256	44	270	43	284	26
201	28	215	26	229	27	243	28	257	26	271	42	285	26
202	28	216	27	230	28	244	28	258	44	272	26	286	27
203	43	217	42	231	43	245	43	259	54	273	26	287	26
												AGGREGATE	10000

EXECUTED BY)
 GREENLAND (SYDNEY))
 GEORGE STREET DEVELOPMENT PTY LTD)
 ACN 168 585 573)
 IN ACCORDANCE WITH SECTION 127)
 OF THE CORPORATIONS ACT)

 SIGNED DIRECTOR

 SIGNED DIRECTOR/SECRETARY


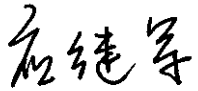
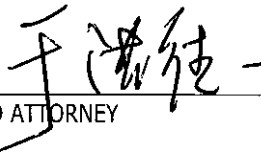
Xiaohua Luo


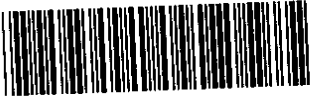
 PRINT NAME

Xinmei Wang

 PRINT NAME

Surveyors Reference: 140810 SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only Registered:  30.1.2018		Office Use Only SP96243
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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 <i>Conveyancing Act 1919</i>• Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>		
<p>SIGNED, SEALED AND DELIVERED) FOR AND ON BEHALF OF) BANK OF COMMUNICATIONS CO LTD) ARBN 137 909 963) BY ITS ATTORNEYS UNDER) POWER OF ATTORNEY) REGISTER BOOK <u>4724</u> No <u>661</u>)</p> <p> _____ SIGNED WITNESS</p> <p>Jijun Ying _____ WITNESS PRINT NAME</p> <p>Level 27, 363 George Street, Sydney NSW 2000 _____ WITNESS ADDRESS</p> <p> _____ SIGNED ATTORNEY</p> <p>HONGDE YU _____ ATTORNEY PRINT NAME</p>		
Surveyors Reference: 140810 SP		

Approved Form 9	Strata Management Statement	Sheet 1 of 95 sheets
Registered:  30.1.2018	Office Use Only	 SP96243 M

REGISTRATION VERSION


SP 96243 - Strata
Management Statement –
'Leichhardt Green
presented by Greenland'



HERBERT
SMITH
FREEHILLS

ANZ Tower 161 Castlereagh Street Sydney NSW
2000 Australia
GPO Box 4227 Sydney NSW 2001 Australia

T +61 2 9225 5000 F +61 2 9322 4000
herbertsmithfreehills.com DX 361 Sydney

Approved Form 9	Strata Management Statement	Sheet 2 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Approved Form 9

Strata Schemes (Development) Act 2015 (NSW)
(Sections 99- 105)


Strata Management Statement

Note: This strata management statement has effect as an agreement under seal binding:

- (a) the owners corporation of a strata scheme for part of the building; or*
- (b) an owner, proprietor, mortgagee in possession or lessee of a lot in a strata scheme for part of the building; or;*
- (c) another person in whom is vested the fee simple of a part of the building or site affected by the statement, or*
- (d) the mortgagee in possession or lessee of a part of the building or site referred to in (c).*

(See section 105, Strata Schemes Development Act 2015).


The provisions of this Strata Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 Strata Schemes Development Act 2015, except to the extent this Strata Management Statement provides otherwise

Approved Form 9	Strata Management Statement	Sheet 3 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


Contents

Table of contents


Part 1 - Definitions and interpretation	10
1 Definitions and interpretation	10
1.1 Statutory definitions.....	10
1.2 Further definitions	10
1.3 Interpretation	18
1.4 Headings and table of contents	19
1.5 Order of precedence	19
Part 2 – This management statement	20
2 Nature of this management statement	20
3 Structure of this management statement	20
4 Composition of the Building	21
5 Management structure	22
5.1 Committee	22
5.2 Members	22
5.3 Strata Manager.....	22
5.4 Operational management.....	22
5.5 Service providers	22
5.6 Strata Manager.....	23
6 Compliance with this management statement, Public Positive Covenant, Codes and Rules	23
7 Subdivision program	23
7.1 Intention.....	23
7.2 Variation	23
8 Architectural Code	24
8.1 Purpose.....	24
8.2 Compliance	24
8.3 Application to vary	24
8.4 Review by Committee	24
8.5 Deemed refusal.....	24
8.6 No inconsistency	24
9 Landscape Code	25
9.1 Purpose.....	25
9.2 Compliance	25
9.3 Application to vary	25
9.4 Review by Committee	25
9.5 Deemed refusal.....	25
9.6 No inconsistency	25

Approved Form 9	Strata Management Statement	Sheet 4 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


10	Noise Control Code	26
	10.1 Purpose	26
	10.2 Compliance	26
	10.3 Application to vary	26
	10.4 Review by Committee	26
	10.5 Deemed refusal	26
	10.6 No inconsistency	26
11	Operational and Maintenance Code	27
	11.1 Purpose	27
	11.2 Compliance	27
	11.3 Application to vary	27
	11.4 Review by Committee	27
	11.5 Deemed refusal	27
	11.6 No inconsistency	27
	Part 3 – Rights and obligations of the Committee	28
12	Committee	28
	12.1 Establishing the Committee	28
	12.2 Members of the Committee	28
	12.3 Representatives	28
13	Functions of the Committee	29
	13.1 Overview	29
	13.2 Specific functions	29
	13.3 Decisions of the Committee	29
14	Officers of the Committee	30
	14.1 Appointment of the Officers	30
	14.2 Eligibility of the Officers	30
	14.3 Appointment to more than one position	30
	14.4 Performance of Officer functions	30
	14.5 Procedure for appointing Officers	30
	14.6 Replacement Officers	30
	14.7 Vacating the position of an Officer	31
	14.8 The functions of the Secretary	31
	14.9 The Treasurer	31
	14.10 The Chairperson	32
15	Rights of the Committee to act	32
	15.1 Committee may act	32
	15.2 Committee's obligations	32
	15.3 Committee's exercise of rights	32
	15.4 Reimbursement of costs	33
	15.5 Limit interference	33
	15.6 Limited liability	33
16	Committee's insurance obligations	33
	16.1 Insurances	33
	16.2 Regular review of insurances	34
	16.3 Insuring for new risks	34
	16.4 Obligations regarding valuation	34
	16.5 Amount of building insurance	34

Approved Form 9	Strata Management Statement	Sheet 5 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


	16.6	Proceeds of building insurance claims received by the Committee.....	34
17		Keeping books and records	35
	17.1	General obligation	35
	17.2	Records	35
18		Power of Committee to act on behalf of Members	36
	18.1	Acting as agent	36
	18.2	No prevention	36
19		Rules	36
	19.1	Power to make and vary Rules	36
	19.2	Inconsistencies between Rules and other requirements	36
20		Maintenance, repair and structural adequacy	37
	20.1	Committee responsible for structures, etc	37
	20.2	Failure of Committee to carry out its obligations.....	37
	20.3	Member responsible for own Stratum Lot.....	38
	20.4	Permission to enter a Stratum Lot	38
	20.5	Failure of Member to carry out its obligations	38
21		Appointing a Strata Manager	39
	21.1	Appointment.....	39
	21.2	Terms of the agreement.....	39
	21.3	Remuneration.....	40
	21.4	Strata Schemes Legislation	40
22		Appointing a Building Manager	40
	22.1	Appointment.....	40
	22.2	Terms of the agreement.....	41
	22.3	Building Management Agreement.....	41
23		Remuneration	41
	23.2	Duties	42
	23.3	Strata Schemes Legislation	42
Part 4 - Meeting procedures and resolutions			43
24		Decisions of the Committee	43
25		Meetings of the Committee	43
	25.1	Convening meetings	43
	25.2	Notice for meeting	43
	25.3	Agenda for meeting	44
	25.4	Conduct of meetings	44
	25.5	Decisions made in writing	44
	25.6	Minutes of meetings	44
	25.7	Quorum for meetings	44
	25.8	Adjourned meetings	44
26		Voting rights of Members	45
	26.1	Voting rights of Financial Members.....	45
	26.2	Members that are not Financial Members	45
	26.3	No casting vote of Chairperson.....	45

Approved Form 9	Strata Management Statement	Sheet 6 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


27	Resolutions of the Committee	45
	27.1 Necessity for resolutions	45
	27.2 Resolution affecting a Shared Facility.....	45
	27.3 Resolution not affecting a Shared Facility.....	46
	27.4 Unanimous Resolutions	46
	27.5 Resolutions that are not Unanimous Resolutions or Special Resolutions.....	46
	27.6 Requirements for a Special Resolution.....	47
	27.7 Consent of Developer to certain resolutions	47
	27.8 Consent to change or remove the name of the Building.....	47
	27.9 Removal of signage	47
	Part 5 - Financial management	48
28	Funds to be established by Committee	48
29	Requirement for budgets	48
	29.1 Committee to prepare	48
	29.2 Administrative Fund matters	48
	29.3 Capital Works Fund matters.....	48
	29.4 Sufficient funds.....	48
	29.5 First budget	49
30	Contributions	49
	30.1 Submission of budget to Members	49
	30.2 Resolution by Committee.....	49
	30.3 Contributions to be levied.....	49
	30.4 Initial levy.....	49
	30.5 Additional Contributions	49
	30.6 Resolutions regarding additional Contributions	50
31	Preparing financial statements	50
	31.1 Preparation of accounts	50
	31.2 Requirements - Administrative Fund.....	50
	31.3 Requirements – Capital Works Fund	51
	31.4 Offsets	51
32	Notices for Contributions	51
	32.1 Written notice	51
	32.2 Emergency fund raising	51
33	Banking money and interest on accounts	52
	33.1 Committee to establish bank accounts	52
	33.2 Withdrawal of funds.....	52
	33.3 Interest earned	52
34	Late payments	52
	34.1 Debt due.....	52
	34.2 Interest	52
	34.3 Calculation of interest.....	53
35	Surplus money	53
36	Situation if there is a dispute	53
	36.1 No suspension.....	53
	36.2 Wash up	53

Approved Form 9	Strata Management Statement	Sheet 7 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

36.3	Member's rights not affected.....	53
Part 6 – Shared Facilities		54
37	Definition of Shared Facilities	54
37.1	Definition	54
37.2	Expanded definition.....	54
37.3	Additional costs	54
37.4	Committee may add Shared Facilities	55
38	Responsibility for Maintenance of Shared Facilities	55
39	Right to access and use Shared Facilities	55
39.1	Right to access.....	55
39.2	Committee may limit access	55
39.3	Access to roof of Building.....	55
40	Responsibility for costs in respect of Shared Facilities	56
40.1	Members responsible	56
40.2	No provisions in schedule	56
40.3	Review of shared facilities.....	56
41	Dispute about payments	56
42	Damage to Shared Facilities	56
43	Control of access	57
43.1	Security	57
43.2	Responsibility of Members, etc.	57
44	Facade	57
45	Loading Dock	58
45.1	Use	58
45.2	Hours of operation.....	58
46	Waste management	58
47	Embedded Network	59
48	Public Toilet	59
48.1	Use	59
Part 7 - Rights and obligations of Members, Strata Lot Owners and Specified Occupiers		61
49	Obligations of Members	61
49.1	Obligations	61
49.2	Several, not joint, liability.....	62
49.3	Liability and release	62
50	Obligations of Strata Lot Owners	62
51	By-laws must be consistent with this management statement	62
51.1	Residential Stratum.....	62
51.2	Retail Stratum.....	63

Approved Form 9	Strata Management Statement	Sheet 8 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

52	Obligations of Specified Occupiers	63
53	Rights of access	63
	53.1 Minimise interference	63
	53.2 Emergency	63
	53.3 Access for Maintenance by Member, etc.	63
	53.4 Access for Maintenance by Committee	64
	53.5 Committee's access	64
54	Obligations regarding insurance	64
	54.1 Committee's consent required	64
	54.2 Reimbursement	64
55	Inspecting books and records of Committee	64
	55.1 Who may inspect the books and records?	64
	55.2 What is the procedure?	65
	55.3 Time for inspection	65
	55.4 Copies	65
	55.5 Not to be removed	65
56	Details about Members and Representatives	65
	56.1 Contact details	65
	56.2 Changes to contact details	65
	56.3 New Members	65
	56.4 Lessee details	66
	56.5 Effect of notice	66
	Part 8 – Miscellaneous	67
57	Disputes	67
	57.1 Definitions and overview of process	67
	57.2 Negotiation	67
	57.3 Mediation	68
	57.4 Expert determination	68
	57.5 Costs	69
58	Upgrading and redevelopment	69
	58.1 Members' agreement and acknowledgment	69
	58.2 Members' rights	69
	58.3 Members to meet	69
	58.4 Plan preparation	70
	58.5 Consideration of plan	70
	58.6 Effecting works	70
59	Notices	70
	59.1 Service of notices	70
	59.2 Service of notices on Committee	70
	59.3 Receipt of notices	71
60	Severability	71
61	GST	71
	61.1 Interpretation	71
	61.2 Amounts are exclusive of GST	71
	61.3 Obligation to pay GST	71


Approved Form 9	Strata Management Statement	Sheet 9 of 95 sheets
Registered:  30.1.2018	Office Use Only SP96243 Office Use Only	

61.4 Differences in amounts	72
61.5 Reimbursement.....	72
61.6 Registration of the Committee.....	72

Signing page **73**

Shared Facilities Schedule **74**

Shared Facilities Plan **91**

Approved Form 9	Strata Management Statement	Sheet 10 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

Part 1 - Definitions and interpretation

1 Definitions and interpretation

1.1 Statutory definitions


Unless the context clearly indicates otherwise, a word or expression in this management statement has the meaning given to it by a definition in the Strata Schemes Legislation if it is:

- (a) defined in the Strata Schemes Legislation; and
- (b) used but not defined in this management statement.


1.2 Further definitions

The meanings of the terms used in this management statement are set out below:


Term	Meaning
Administrative Fund	a fund: <ol style="list-style-type: none"> 1 which is used to pay the following expenses incurred by the Committee: <ul style="list-style-type: none"> • the day to day expenses of managing the Building and operating and Maintaining Shared Facilities; • the expenses of effecting insurance under this management statement; • administrative expenses; and • expenses in relation to matters other than those referred to above which are attended to by the Committee under this management statement and which it is not appropriate to pay out of the Capital Works Fund; and 2 into which the following must be paid: <ul style="list-style-type: none"> • Contributions to the Administrative Fund; • the proceeds of disposal by the Committee of any personal property relating to the Building; • any fees paid to the Committee in connection with the inspection of the Committee's books and records or the issue of certificates by the Committee; • any monetary penalty payable to the Committee under the <i>Strata Schemes Management Act 2015</i> (NSW); • the proceeds of any investment of the Administrative Fund; and • any amounts received by the Committee other than those

Approved Form 9	Strata Management Statement	Sheet 11 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243


Term	Meaning
	referred to above which it is not appropriate to pay into the Capital Works Fund.
	3 into which the following may be paid: <ul style="list-style-type: none"> • any amounts paid to the Committee by way of discharge of insurance claims; • any income of the Committee (other than proceeds of any investment of the Capital Works Fund); and • any amount that may be, but is not required to be, paid into the Administrative Fund under the <i>Strata Schemes Management Act 2015</i> (NSW); and
	4 from which the following amounts may be paid: <ul style="list-style-type: none"> • payments of the kind for which estimates have been made under clause 29; • distribution of a surplus in the Administrative Fund; and • the transfer of money to the Capital Works Fund or to pay expenditure that should have been paid from the Capital Works Fund.
Affectation	any easement, restrictive covenant, restriction on the use of land, positive covenant or other notification on the title to one or more Stratum Lots.
Architectural Code	the code at any time adopted by the Committee and identified as the Architectural Code for the Building, as varied.
Authority	any government or any governmental administrative, fiscal or judicial body department, commission, statutory or other authority tribunal, agency or entity, or the local council or a Minister of the Crown.
Budget Period	the period that commences on the date of registration of the Strata Plan for the Residential Stratum and ends on a date that is not earlier than 2 months before the date of the first annual general meeting, and then each period of 12 months after that or the period of time determined at any time by the Committee to be the relevant period of time for the purpose of Contributions to be determined and levied by the Committee which period enables compliance with the Strata Schemes Legislation by each Member who is bound to comply with that Act.
Building	the buildings constructed on the Land and known as 'Leichhardt Green presented by Greenland', 22 George Street, Leichhardt, NSW 2040.

Approved Form 9	Strata Management Statement	Sheet 12 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


Term	Meaning
Building Management Agreement	an agreement entered into by the Committee under clause 22.2.
Building Manager	the meaning given to that term in clause 22.1(a).
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney.
Capital Works Fund	a fund: <ol style="list-style-type: none"> 1 which is to be used to pay expenses not payable from the Administrative Fund, including the cost of replacing and adding Shared Facilities and capital, structural and non-periodic works carried out to the Building; 2 into which the following must be paid: <ul style="list-style-type: none"> • Contributions to the Capital Works Fund; • any amounts paid to the Committee by way of discharge of insurance claims (unless more appropriately payable into the Administrative Fund); • any amounts paid to the Committee in relation to Building defect matters in accordance with Part 11 of the <i>Strata Schemes Management Act 2015</i> (NSW); • any amounts received by the Committee which are not required or permitted to be paid into the Administrative Fund; and • the proceeds of any investment of the Capital Works Fund; 3 into which the following may be paid: <ul style="list-style-type: none"> • any income of the Committee; and • any amount that may be, but is not required to be, paid under the <i>Strata Schemes Management Act 2015</i> (NSW); and 4 from which the following amounts may be paid: <ul style="list-style-type: none"> • payments of the kind for which estimates have been made under clause 29; • distribution of a surplus in the Capital Works Fund; • payments of amounts for obtaining reports on defects in the Shared Facilities; and • the transfer of money to the Administrative Fund or to pay expenditure that should have been paid from the Administrative Fund.
Chairperson	the chairperson of the Committee.

Approved Form 9	Strata Management Statement	Sheet 13 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

Term	Meaning
Codes	the Architectural Code, the Landscape Code, the Noise Control Code and the Operational and Maintenance Code, if any, and Code means one of them.
Committee	the building management committee established and maintained by the Members under clause 12, and required by the <i>Strata Schemes Development Act 2015</i> (NSW).
Common Property	the common property in a Strata Scheme.
Contribution	an amount determined and levied by the Committee under this management statement to be payable by a Member either to the Administrative Fund or the Capital Works Fund.
Detailed Plan	the meaning given to that term in clause 58.3(b).
Developer	Greenland (Sydney) George Street Development Pty Ltd ACN 168 585 573.
Embedded Network	means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes associated equipment and fittings located within the Common Property.
Embedded Network Supplier	means an entity that supplies an Embedded Network Service.
Embedded Network Services	may include but are not limited to the supply of: <ol style="list-style-type: none"> 1 water; 2 water treatment or services; 3 energy or power; 4 gas; 5 telecommunications; or 6 air conditioning.
Facade	the external surfaces of the Building.
Facilities	facilities, machinery, equipment and services in the Building.

Approved Form 9	Strata Management Statement	Sheet 14 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Term	Meaning
Financial Member	a Member that has paid the Committee: <ol style="list-style-type: none"> 1 all of its Contributions up to date; and 2 all other money payable by them to the Committee under this management statement up to date.
First Member	the meaning given to that term in clause 20.4.
Funding Requirement	the meaning given to the term in clause 30.2.
Greenland Australia	Greenland (Australia) Investment Pty Ltd ACN 163 240 408.
GST	any form of goods and services or similar value added tax.
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
GST Law	the GST Act and any other legislation or regulation which imposes, levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.
Initial Inspection Fee	the meaning given to that term in clause 55.2(b).
Land	lots 1 and 2 (inclusive) DP 1234537.
Landscape Code	the code at any time adopted by the Committee and identified as the Landscape Code for the Building, as varied.
Loading Dock	that part of the Common Property of the Strata Scheme created upon registration of a Strata Plan which subdivides the Residential Stratum, and designated as Loading Dock on the Shared Facilities Plan.
Maintain and Maintenance	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.

Approved Form 9	Strata Management Statement	Sheet 15 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Members the Owners of Stratum Lots at any time and comprise the following at the date of registration of this management statement:

- 1 Retail Stratum Owner; and
- 2 Residential Stratum Owner.

Member's Standard Percentage the percentage for a Member which at any time is the weighted average percentage calculated by reference to all the percentages of budgeted expenditure applicable to that Member in the Shared Facilities Schedule.

Noise Control Code the code at any time adopted by the Committee and identified as the Noise Control Code for the Building, as varied.

Occupier

- 1 a lessee;
- 2 a licensee; or
- 3 any other person, not being an Owner, lessee or licensee that is in lawful occupation.

Officer the Secretary, Treasurer or Chairperson.

Operational and Maintenance Code the code at any time adopted by the Committee and identified as the operational and maintenance code for the Building, as varied.

Owner


- 1 a person registered or entitled to be registered as proprietor;
- 2 a mortgagee in possession; or
- 3 a covenant charge in possession.

Permitted Person


- 1 a person in the Building with the express or implied approval of a Member, the Committee, a Strata Lot Owner, or a Specified Occupier, the Strata Manager or the Building Manager; and
- 2 an Authority or a person nominated by an Authority.

Public Toilet that part of the Common Property of the Strata Scheme created upon registration of a Strata Plan which subdivides the Residential Stratum, and designated as Public Toilet on the Shared Facilities Plan.


Public Positive Covenant means the public positive covenant for the benefit of the Environment Protection Authority ABN 43 692 285 758.

Approved Form 9	Strata Management Statement	Sheet 16 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Registration Date	the date of registration of a Strata Plan which subdivides a Stratum Lot.
Representative	a natural person appointed by a Member to represent the Member on the Committee.
Residential By-Laws	the by-laws registered with the Strata Plan which subdivides the Residential Stratum, as amended from time to time.
Residential Stratum	lot 1 in DP 1234537 and the structure erected on that lot.
Residential Stratum Owner	<ol style="list-style-type: none">up to the day before the relevant Registration Date:<ul style="list-style-type: none">the Developer; orany person other than the Developer who is registered or entitled to be registered as proprietor of the Residential Stratum; orany mortgagee in possession or covenant chargee in possession of the Residential Stratum; andon and from the relevant Registration Date, the Residential Stratum Owners Corporation.
Residential Stratum Owners Corporation	the owners corporation constituted on registration of the Strata Plan which subdivides the Residential Stratum.
Resolution Institute	Resolution Institute (ACN 008 651 232) of Level 2, 13 -15 Bridge Street, Sydney, NSW 2000.
Retail By-Laws	the by-laws registered with the Strata Plan which subdivides the Retail Stratum, as amended from time to time (if any).
Retail Stratum	lot 2 in DP 1234537 and the structure erected on that lot.
Retail Stratum Owner	<ol style="list-style-type: none">up to the day before the relevant Registration Date:<ul style="list-style-type: none">the Developer; orany person other than the Developer who is registered or entitled to be registered as proprietor of the Retail Stratum; orany mortgagee in possession or covenant chargee in possession of the Retail Stratum; andon and from the relevant Registration Date (if any), the Retail Stratum Owners Corporation.

Approved Form 9	Strata Management Statement	Sheet 17 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

Retail Stratum Owners Corporation	the owners corporation constituted on registration of a Strata Plan which subdivides the Retail Stratum, if any.
Rules	the meaning given to that term in clause 19.1(a) and Rule means one of them.
Secretary	the secretary of the Committee.
Shared Facilities	the meaning given to that term in clause 37.
Shared Facilities Schedule	the document titled 'Shared Facilities Schedule', which comprises Schedule 1 to this management statement.
Shared Facilities Plan	the document titled 'Shared Facilities Plan' which comprises Schedule 2 to this management statement.
Special Resolution	a resolution passed at a properly convened meeting of the Committee and no more than 25% of the value of the votes cast by the Members present at the meeting and entitled to vote (as determined under this management statement) are against the resolution.
Specified Occupier	the Occupier of a Stratum Lot or a part of a Stratum Lot or a Strata Lot or a part of a Strata Lot.
Strata Committee	the strata committee of an Owners Corporation established under the <i>Strata Schemes Management Act 2015</i> (NSW).
Strata Lot	each of the lots in a Strata Plan.
Strata Lot Owner	the Owner of a Strata Lot.
Strata Manager	the meaning given to that term in clause 21.1(a).
Strata Plan	a strata plan that subdivides a Stratum Lot.
Strata Scheme	the strata scheme created when a Strata Plan is registered.

Approved Form 9	Strata Management Statement	Sheet 18 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Strata Schemes Legislation the *Strata Schemes Development Act 2015* (NSW) and the *Strata Schemes Management Act 2015* (NSW), the regulations under them and cognate legislation.

Stratum Instrument the section 88B instrument registered with DP 1234537.

Stratum Lot each of the Residential Stratum and the Retail Stratum.

Stratum Plan DP 1234537, being the plan of stratum subdivision that creates or created the Residential Stratum and the Retail Stratum.

Substitute Representative a natural person appointed by a Member to act in the place of its Representative on the Committee.

Tax Invoice has the same meaning as in the GST Law.


Treasurer the treasurer of the Committee.

Unanimous Resolution a resolution which is passed at a properly convened meeting of the Committee and no vote is cast against it by a Member entitled to vote.

1.3 Interpretation

Unless the context clearly indicates otherwise, in this management statement:

- (a) a reference to a person includes any company, partnership, joint venture, corporation, or other body corporate and any Authority, the Committee, an owners corporation any other organisation or legal entity as well as an individual;
- (b) a reference to a person includes their personal representatives, successors and assigns;
- (c) a reference to a corporation includes its successors and assigns;
- (d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority,
- (e) 'including' and 'includes' are not words of limitation;
- (f) the words 'at any time' mean 'at any time and from time to time';
- (g) the word 'vary' includes 'add to, delete from and cancel';
- (h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this management statement;

Approved Form 9	Strata Management Statement	Sheet 19 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (i) a reference to a clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a clause, paragraph, schedule, exhibit, attachment or annexure of or to this management statement;
- (j) a reference to a document is a reference to a document of any kind, including a plan;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (l) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4 Headings and table of contents


Clause headings and the table of contents:

- (a) are inserted for convenience; and
- (b) do not affect the interpretation of this management statement.

1.5 Order of precedence

The following order of precedence applies in the event of any inconsistency, ambiguity or discrepancy between this management statement and the following documents:

- (a) this management statement;
- (b) the Codes;
- (c) the Residential By-Laws; and
- (d) the Retail By-Laws (if any).

Approved Form 9	Strata Management Statement	Sheet 20 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Part 2 – This management statement


2 Nature of this management statement

- (a) A strata management statement is a set of rules that regulate the management and operation of the Building that is:
- (1) constructed on more than one lot in a deposited plan; and
 - (2) subdivided by one or more strata plans.
- (b) This management statement is a strata management statement that regulates the management and operation of the Building through the Rules contained in this management statement and by the activities of the Committee.

3 Structure of this management statement

This management statement comprises 8 parts and 2 schedules.

Part 1	Definitions and interpretation This part explains the meanings of the defined terms and how to interpret this management statement.
Part 2	This management statement This part explains the management and basic physical structure for the Building. It also explains who must comply with this management statement.
Part 3	Rights and obligations of the Committee This part explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing a Strata Manager, a Building Manager and service providers to assist the Committee to perform its functions.
Part 4	Meeting procedures and resolutions This part explains the procedures for convening and holding meetings of the Committee, quorums for meetings and the types of resolutions required for decisions of the Committee.

Approved Form 9	Strata Management Statement	Sheet 21 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

Part 5 Financial management

This part explains the procedures for preparing budgets, financial statements, statements by key financial information and the levying process for Contributions to meet costs under this management statement.

Part 6 Shared Facilities

This part explains the Shared Facilities and how they are paid for by the Members.

Part 7 Rights and obligations of Members, Strata Lot Owners and Specified Occupiers

This part explains the rights and obligations of the Members, Strata Lot Owners and Specified Occupiers. It includes provisions about insurance, disputes and access rights.

Part 8 Miscellaneous

This part explains various matters not dealt with in other parts, including the procedures for resolving disputes and how to serve notices.


Schedule 1 This schedule lists Shared Facilities in the Building, gives a brief description of them and indicates the percentage of costs that each Member must contribute towards the Administrative Fund for their operation, management and Maintenance.

Schedule 2 The Shared Facilities Plan.

4 Composition of the Building

The Building has 2 parts:

Part	Description	Member
Retail Stratum	A Stratum Lot which comprises retail and commercial areas, where applicable associated car spaces and which may be subdivided by a Strata Plan and, if so its Common Property.	Retail Stratum Owner

Approved Form 9	Strata Management Statement	Sheet 22 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

Part	Description	Member
Residential Stratum	A Stratum Lot which is intended to be subdivided by a Strata Plan into residential units, car spaces, storage spaces and Common Property.	Residential Stratum Owner

5 Management structure

5.1 Committee

The management and operation of the Building is the responsibility of the Committee on behalf of its Members.

5.2 Members

- (a) Each Member is a member of the Committee.
- (b) Each Member that is not a natural person must appoint a Representative to attend and vote for them at meetings of the Committee.

5.3 Strata Manager

To assist the Committee to perform its functions and, in particular, to perform its secretarial and financial functions, the Committee must appoint and enter into an agreement with a Strata Manager. Clause 21 contains further details in this regard.

5.4 Operational management

To assist the Committee to perform its functions and, in particular, to assist in:


- (a) the day to day management and operation of the Building; and
- (b) the operation and Maintenance of Shared Facilities,

the Committee may appoint and enter into an agreement with an appropriately qualified person. Clause 22 contains further details in this regard.

5.5 Service providers

Despite clause 5.1, the Committee may appoint and enter into agreements with individual appropriately qualified service providers for:

- (a) the operation and Maintenance of some of the Shared Facilities; or
- (b) for the provision of specific services.

Approved Form 9	Strata Management Statement	Sheet 23 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

5.6 Strata Manager

The Committee may authorise the Strata Manager to enter into any agreement referred to in clause 5.5 as agent for the Committee pursuant to the appropriate resolution being passed by the Committee, and any agreement so entered into is binding on the Committee.

6 Compliance with this management statement, Public Positive Covenant, Codes and Rules

The following persons must comply with this management statement, the Public Positive Covenant, each Code and any Rules:

- (a) each Member, including:
 - (1) the Retail Stratum Owner; and
 - (2) the Residential Stratum Owner;
- (b) the Committee;
- (c) each Strata Lot Owner;
- (d) each Specified Occupier; and
- (e) each Permitted Person.

7 Subdivision program


7.1 Intention

At the date of this management statement, it is intended that the Building be subdivided as follows:

- (a) a Stratum Plan to be registered to create 2 Stratum Lots;
- (b) a Strata Plan is to be registered in respect of the Residential Stratum and
- (c) a Strata Plan may be registered in respect of the Retail Stratum at a later date.

7.2 Variation

The subdivision program referred to in clause 7.1 may be varied and there may be subdivision of the Building in addition to those to which clause 7.1 refers.

Approved Form 9	Strata Management Statement	Sheet 24 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

8 Architectural Code

8.1 Purpose

The purpose of the Architectural Code is to preserve the architectural integrity of the Building.

8.2 Compliance

Any person obliged to comply with this management statement must comply with the Architectural Code.

8.3 Application to vary

Subject to clause 8.6:

- (a) a Member may apply to the Committee to vary the Architectural Code;
- (b) the application must specify in reasonable detail how the Committee should vary the Architectural Code; and
- (c) the Committee may ask for more information about the application.

8.4 Review by Committee

The Committee:


- (a) must review each application under clause 8.3;
- (b) may agree or refuse to vary the Architectural Code in its absolute discretion; and
- (c) is not bound by its past decisions.

8.5 Deemed refusal

If the Committee does not make a decision within the later of 2 months of its receipt of the application referred to under clause 8.3(a) and 2 months of its receipt of the last information requested under clause 8.3(c), the Committee is deemed to have refused an application under clause 8.3.

8.6 No inconsistency

An application to vary the Architectural Code under clause 8.3 must not be inconsistent with the conditions imposed on a development consent by any Authority relating to the Building and the Committee may refuse to vary the Architectural Code in those circumstances.

Approved Form 9	Strata Management Statement	Sheet 25 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

9 Landscape Code

9.1 Purpose

The purpose of the Landscape Code is to preserve a consistent aesthetic standard between the various parts of the Building.

9.2 Compliance

Any person obliged to comply with this management statement must comply with the Landscape Code.

9.3 Application to vary

Subject to clause 9.6:

- (a) a Member may apply to the Committee to vary the Landscape Code;
- (b) the application must specify in reasonable detail how the Committee should vary the Landscape Code; and
- (c) the Committee may ask for more information about the application.

9.4 Review by Committee

The Committee:


- (a) must review each application under clause 9.3;
- (b) may agree or refuse to vary the Landscape Code in its absolute discretion; and
- (c) is not bound by its past decisions.

9.5 Deemed refusal

If the Committee does not make a decision within the later of 2 months of its receipt of the application referred to under clause 9.3(a) and 2 months of its receipt of the last information requested under clause 9.3(c), the Committee is deemed to have refused an application under clause 9.3.

9.6 No inconsistency

An application to vary the Landscape Code under clause 9.3 must not be inconsistent with the conditions imposed on a development consent by any Authority relating to the Building and the Committee may refuse to vary the Landscape Code in those circumstances.

Approved Form 9	Strata Management Statement	Sheet 26 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

10 Noise Control Code

10.1 Purpose

The purpose of the Noise Control Code is to ensure acceptable levels and duration of noise transmission between the various parts of the Building.

10.2 Compliance

Any person obliged to comply with this management statement must comply with the Noise Control Code.

10.3 Application to vary

Subject to clause 10.6:

- (a) a Member may apply to the Committee to vary the Noise Control Code;
- (b) the application must specify in reasonable detail how the Committee should vary the Noise Control Code; and
- (c) the Committee may ask for more information about the application.

10.4 Review by Committee

The Committee:


- (a) must review each application under clause 10.3;
- (b) may agree or refuse to vary the Noise Control Code in its absolute discretion;
- (c) is not bound by its past decisions; and
- (d) may refer the application to an acoustic consultant for its opinion.

10.5 Deemed refusal

If the Committee does not make a decision within the later of 2 months of its receipt of the application referred to under clause 10.3(a) and 2 months of its receipt of the last information requested under clause 10.3(c), the Committee is deemed to have refused an application under clause 10.3.

10.6 No inconsistency

An application to vary the Noise Control Code under clause 10.3 must not be inconsistent with the conditions imposed on a development consent by any Authority relating to the Building and the Committee may refuse to vary the Noise Control Code in those circumstances.

Approved Form 9	Strata Management Statement	Sheet 27 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

11 Operational and Maintenance Code

11.1 Purpose

The purpose of the Operational and Maintenance Code is to ensure the operation and Maintenance of the Building at a very high standard.

11.2 Compliance

Any person obliged to comply with the management statement must comply with the Operational and Maintenance Code.

11.3 Application to vary

Subject to clause 11.6:

- (a) a Member may apply to the Committee to vary the Operational and Maintenance Code;
- (b) the application must specify in reasonable detail how the Committee should vary the Operational and Maintenance Code; and
- (c) the Committee may ask for more information about the application.

11.4 Review by Committee

The Committee:


- (a) must review each application under clause 11.3;
- (b) may agree or refuse to vary the Operational and Maintenance Code in its absolute discretion; and
- (c) is not bound by its past decisions.

11.5 Deemed refusal

If the Committee does not make a decision within the later of 2 months of its receipt of the application referred to under clause 11.3(a) or 2 months of its receipt of the last information requested under clause 11.3(c), the application under clause 11.3 is deemed to have been refused.

11.6 No inconsistency

An application to vary the Operational and Maintenance Code under clause 11.3 must not be inconsistent with the conditions imposed on a development consent by any Authority relating to the Building and the Committee may refuse to vary the Operational and Maintenance Code in those circumstances.

Approved Form 9	Strata Management Statement	Sheet 28 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Part 3 – Rights and obligations of the Committee

12 Committee

12.1 Establishing the Committee

The Members must:


- (a) within 20 Business Days after the date of registration of this management statement, establish a building management committee for the Building (**Committee**); and
- (b) retain that Committee.

12.2 Members of the Committee

- (a) Each person who is the Owner of a Stratum Lot is and must remain a member of the Committee.
- (b) A person ceases to be a member of the Committee when that person ceases to be the Owner of a Stratum Lot.

12.3 Representatives

- (a) Each Member must appoint a Representative. A Member may also appoint a Substitute Representative .
- (b) Where a Member is an owners corporation, the Representative and Substitute Representative must also be a member of the Strata Committee for the relevant Strata Scheme.
- (c) Only the Representative or Substitute Representative may represent the Member at a meeting of the Committee.
- (d) A Member may at any time terminate the appointment of a Representative or Substitute Representative and appoint a different natural person to act as Representative or Substitute Representative as the case may be (and clause 12.3(b) applies, where a Strata Scheme exists in relation to a Member).
- (e) A Member must when it appoints a Representative or Substitute Representative give notice to the Committee of the full name and contact details of that Representative or Substitute Representative.
- (f) A Representative or Substitute Representative of a Member whose appointment as such Representative has not expired or been terminated is, for the purposes of membership of the Committee, taken to be the Member.

Approved Form 9	Strata Management Statement	Sheet 29 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

13 Functions of the Committee

13.1 Overview

The Committee must manage, operate and Maintain the Building on behalf of the Members in accordance with this management statement, the Public Positive Covenant, Codes and any Rules.

13.2 Specific functions


The functions of the Committee are to:

- (a) comply with its obligations and perform its functions according to this management statement and the Strata Schemes Legislation;
- (b) make decisions about matters in this management statement, the Public Positive Covenant, the Codes and any Rules;
- (c) determine Contributions to meet the costs performing the functions and complying with the obligations of the Committee;
- (d) manage, including control, the use of Shared Facilities;
- (e) operate and Maintain Shared Facilities;
- (f) where necessary, change, delete or add to Shared Facilities;
- (g) deal with and make decisions about Shared Facilities;
- (h) appoint and contract with service contractors to provide operational and Maintenance services to Shared Facilities;
- (i) effect insurances according to any applicable law and this management statement;
- (j) arrange for Maintenance and other agreements;
- (k) monitor compliance by the persons referred to in clause 6 with their obligations under any applicable law, this management statement, the Public Positive Covenant, the Codes and any Rules;
- (l) monitor the performance of any Strata Manager;
- (m) monitor the performance of the Building Manager;
- (n) monitor the performance of any service contractors;
- (o) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee; and
- (p) convene and hold meetings according to any applicable law and this management statement.

13.3 Decisions of the Committee

The Committee may only make decisions:

- (a) in accordance with this management statement and the Strata Schemes Legislation;

Approved Form 9	Strata Management Statement	Sheet 30 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (b) at a properly convened meeting of the Committee or in writing; and
- (c) by resolution, Special Resolution or Unanimous Resolution (as required by this management statement, any applicable by-laws or the Strata Scheme Legalisation).

14 Officers of the Committee

14.1 Appointment of the Officers

The Committee must appoint the Officers.

14.2 Eligibility of the Officers

An Officer must be:

- (a) a Member who is a natural person;
- (b) a Representative; or
- (c) the Strata Manager or a nominee of the Strata Manager who is a natural person.

14.3 Appointment to more than one position

One person may be appointed to be more than one of the Officers referred to in clause 14.1.

14.4 Performance of Officer functions

An Officer of the Committee must perform the functions of the office according to:

- (a) any applicable law;
- (b) this management statement; and
- (c) the directions of the Committee.


14.5 Procedure for appointing Officers

Within 30 Business Days after the date of registration of this management statement, the Committee must appoint the Officers referred to in clause 14.1.

14.6 Replacement Officers

The Committee:

- (a) may appoint replacement Officers at any time; and
- (b) must promptly appoint a replacement person as Officer if that position is vacated.

Approved Form 9	Strata Management Statement	Sheet 31 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

14.7 Vacating the position of an Officer

A person's position as an Officer is vacated if:

- (a) the person ceases to be a Member, Representative or the Strata Manager or a nominee of the Strata Manager;
- (b) the person gives written notice of resignation from their position. The Officer must serve notice on the Committee of their resignation and the date from which their resignation will become effective;
- (c) the Committee appoints a replacement Officer to the same position; or
- (d) the Committee terminates the appointment of the person to the position.

14.8 The functions of the Secretary


Without limiting clause 14.4, the functions of the Secretary are to:

- (a) convene meetings of the Committee;
- (b) prepare and distribute notices and agendas for meetings of the Committee;
- (c) prepare and distribute minutes of meetings of the Committee;
- (d) serve notices on behalf of the Committee;
- (e) reply to communications received by the Committee;
- (f) perform administrative and secretarial functions for the Committee;
- (g) keep records (other than records which the treasurer must keep) for the Committee according to any applicable law and this management statement; and
- (h) make the books and records of the Committee available for inspection according to any applicable law and this management statement.

14.9 The Treasurer

Without limiting clause 14.4, the functions of the Treasurer are to:

- (a) prepare budgets for the Administrative Fund and Capital Works Fund according to this management statement;
- (b) send notices of Contributions to Members;
- (c) collect Contributions from Members;
- (d) receive, acknowledge, bank and account for Contributions and other money received by the Committee;
- (e) pay accounts;
- (f) keep accounting records for the Committee according to any applicable law and this management statement;
- (g) prepare (or arrange for the preparation of) audit reports; and
- (h) prepare (or arrange for the preparation of) financial statements and statements of key financial information according to any applicable law and this management statement.

Approved Form 9	Strata Management Statement	Sheet 32 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

14.10 The Chairperson

- (a) Without limiting clause 14.4, the function of the Chairperson is to chair each meeting of the Committee at which the Chairperson is present.
- (b) If the Chairperson:
 - (1) does not attend a meeting; or
 - (2) attends a meeting but does not wish to preside at the meeting,the Committee may appoint a Representative, the Strata Manager or a nominee of the Strata Manager to chair that meeting only.

15 Rights of the Committee to act

15.1 Committee may act

The Committee may do anything in the Building that:

- (a) a Member, a Strata Lot Owner, an Owner or a Specified Occupier should have done under any applicable law, this management statement, the Residential By-Laws, the Retail By-Laws, the Public Positive Covenant, a Code or any Rule; and
- (b) in the opinion of the Committee, acting reasonably, any person referred to in clause 15.1(a) has not done or not done properly.


15.2 Committee's obligations

To exercise its rights under this clause 15, the Committee:

- (a) must give the relevant person referred to in clause 15.1(a) reasonable notice before it exercises those rights (except in the case of an emergency where notice is not required);
- (b) may enter the relevant part of the Building and stay there for as long as reasonably necessary; and
- (c) may do what is required to remedy the situation.

15.3 Committee's exercise of rights

- (a) The Committee may exercise a right, power or remedy:
 - (1) at its discretion; and
 - (2) separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by the Committee does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by the Committee to exercise or delay by the Committee in exercising a right, power or remedy does not prevent its exercise later.

Approved Form 9	Strata Management Statement	Sheet 33 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

15.4 Reimbursement of costs

- (a) A person referred to in clause 15.1(a) that has not done what should have been done under any applicable law, this management statement, the Residential By-Laws, the Retail By-Laws, the Public Positive Covenant, a Code or any Rule, or has not done it properly, must pay the costs incurred by the Committee as a result of its acting under this clause 15.
- (b) The Committee must give the relevant person referred to in clause 15.1(a) any information that person reasonably requires about the costs the Committee has incurred.

15.5 Limit interference

When the Committee exercises its rights under this clause 15, it must use reasonable endeavours not to interfere unreasonably with the lawful use of the Building by any person referred to in clause 6.

15.6 Limited liability


The Committee is not liable for damage arising out of exercising its rights under this clause 15 (except for damage it causes maliciously or negligently).

16 Committee's insurance obligations

16.1 Insurances

The Committee must:

- (a) insure the Building under a damage policy according to the Strata Schemes Legislation;
- (b) effect any insurance required to be taken out by the *Workers Compensation Act 1987 (NSW)* and the *Workplace Injury Management and Workers Compensation Act 1998 (NSW)*;
- (c) effect insurance for which the Committee could become liable in damages in respect of damage to property, death or bodily injury;
- (d) effect insurance against the possibility of the Members becoming jointly liable by reason of a claim arising in respect of any occurrence against which the Committee decides to insure;
- (e) effect insurance against any damages for which the Committee could become liable by reason that, without fee or reward or expectation of fee or reward, a person acting on behalf of the Committee does work in the Building or on the Land;
- (f) effect machinery breakdown insurance for Shared Facilities that are plant and equipment;
- (g) effect building insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973 (Cth)* or another type of insurer approved under the Strata Schemes Legislation;

Approved Form 9	Strata Management Statement	Sheet 34 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (h) effect public liability insurance in relation to Shared Facilities for a cover of not less than \$20,000,000 or any greater sum prescribed by any applicable law;
- (i) make sure that enough insurance cover is effected to pay for increased costs during the period of insurance; and
- (j) effect any other insurance required by any applicable law or considered necessary or desirable by the Committee.

16.2 Regular review of insurances

Each year, the Committee must;

- (a) review its current insurances;
- (b) decide whether it needs new insurances and, if so, effect those insurances;
- (c) decide whether it needs to adjust current insurances and, if so, adjust those insurances; and
- (d) include a motion on the agenda for a meeting of the Committee to determine the matters in this clause.

16.3 Insuring for new risks

If there is an increase in or a new risk to the Building or the Committee, the Committee must immediately effect new insurances or adjust existing insurances.

16.4 Obligations regarding valuation

Subject to the requirement of any insurer to do so more frequently, the Committee must have the Building valued for insurance purposes by a qualified valuer at least every 3 years, with the first valuation of the Building being carried out within 6 months after the registration date of this management statement.


16.5 Amount of building insurance

The Committee must insure the Building for the greater of the amount required by the Strata Schemes Legislation and the sum determined by the qualified valuer pursuant to clause 16.4 (or a higher sum if reasonably determined by the Committee).

16.6 Proceeds of building insurance claims received by the Committee

In connection with building insurance claims and subject to clause 49.1(h), the Committee must:

- (a) apply any payments received by the Committee under a building insurance policy effected by the Committee to rebuild, replace, repair or restore the damaged area of the Building; and
- (b) use its reasonable endeavours to rebuild, replace, repair or restore such damaged area within a reasonable time.

Approved Form 9	Strata Management Statement	Sheet 35 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

17 Keeping books and records


17.1 General obligation

The Committee must keep copies of agendas, motions and minutes and other books and records relating to the management and operation of the Building and the Shared Facilities for whichever is the longer of 7 years and the period the Strata Schemes Legislation requires an owners corporation to keep notices of meetings and minutes.

17.2 Records

Records which the Committee must keep include:

- (a) an up-to-date copy of this management statement;
- (b) the Committee's agreements with the Strata Manager and the Building Manager;
- (c) the Committee's agreements with contractors, tradespersons and any other persons in relation to Shared Facilities;
- (d) an up to date roll containing the names, addresses and other contact details for each Member and their respective Representatives and Substitute Representatives;
- (e) notices and minutes of meetings of the Committee;
- (f) proxy forms and voting papers for meetings of the Committee;
- (g) financial statements and statements of key financial information;
- (h) audit reports;
- (i) budgets;
- (j) notices served on the Committee;
- (k) correspondence received by the Committee;
- (l) copies of correspondence forwarded by the Committee;
- (m) insurance records, including duplicate or certified copies of policies, renewal certificates and endorsement slips for insurances;
- (n) any other reasonably significant records relating to the management and operation of the Building by the Committee; and
- (o) anything required by the Strata Schemes Legislation.

Approved Form 9	Strata Management Statement	Sheet 36 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

18 Power of Committee to act on behalf of Members

18.1 Acting as agent

The Committee may act on behalf of the Members as follows:

- (a) each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:
 - (1) the failure of a Member to pay Contributions; or
 - (2) the failure of a person referred to in clause 6 to comply with that person's obligations under this management statement; and
- (b) each Member appoints the Committee as its agent and attorney to enable the Committee (or a person appointed by the Committee) to take any action authorised by the Committee.

18.2 No prevention

Clause 18.1 does not prevent a Member from taking legal proceedings in the Member's own name.


19 Rules

19.1 Power to make and vary Rules

- (a) In addition to its powers under any applicable law and elsewhere in this management statement, the Committee has power under this clause 19 to make and vary rules about the control, management, operation, use and enjoyment of the Building and any part of it (**Rules**).
- (b) The Committee can only make or vary Rules under this clause 19 by Unanimous Resolution.

19.2 Inconsistencies between Rules and other requirements

If a Rule made by the Committee is inconsistent with any applicable law, this management statement or any requirement of an Authority, then the applicable law, this management statement and the requirement of the Authority prevail to the extent of the inconsistency.

Approved Form 9	Strata Management Statement	Sheet 37 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

20 Maintenance, repair and structural adequacy


20.1 Committee responsible for structures, etc

The Committee must:

- (a) properly Maintain the Building;
- (b) keep the Building in a state of good and serviceable repair;
- (c) Maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building that are Shared Facilities at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition; and
- (d) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Facilities.

20.2 Failure of Committee to carry out its obligations

- (a) If the Committee does not carry out its obligations under clause 20.1 in respect of a Stratum Lot then the Member owning that Stratum Lot must do anything reasonably necessary for the purpose of carrying out those obligations in respect of that Stratum Lot (including carrying out work on the Stratum Lot to do anything the Committee has failed to do under clause 20.1).
- (b) In exercising its rights under clause 20.2(a), the Member owning the Stratum Lot must:
 - (1) ensure that all work is done properly;
 - (2) cause as little damage as possible to the Stratum Lot (and any other Stratum Lot) and any improvements on it (and any improvements on any other Stratum Lot); and
 - (3) if damage (being damage arising because the Committee has not carried out its obligations under clause 20.1) is caused, restore the Stratum Lot (and any other Stratum Lot) as nearly as practicable to the condition it was in before the damage occurred.
- (c) Within 10 Business Days after a demand from the Member owning the Stratum Lot, the Committee must pay that Member the costs that Member reasonably and properly incurred in doing anything reasonably necessary to remedy the Committee's failure to comply with the Committee's obligations under clause 20.1 in relation to that Stratum Lot (including carrying out work on the Stratum Lot).

Approved Form 9	Strata Management Statement	Sheet 38 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

20.3 Member responsible for own Stratum Lot

Each Member must:

- (a) properly Maintain and keep in a state of good and serviceable repair the part of the Building within that Member's Stratum Lot that does not constitute Shared Facilities; and
- (b) Maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building that are not Shared Facilities (to the extent those structures, conduits, machinery, equipment and other things or services are located within that Member's Stratum Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition.


20.4 Permission to enter a Stratum Lot

Each Member (**First Member**) must permit each other Member at reasonable times on reasonable notice to enter the First Member's Stratum Lot so as to:

- (a) access areas within that other Member's own Stratum Lot where alternative means of access is:
 - (1) not reasonably available; or
 - (2) is likely to be substantially more costly; or
- (b) access the First Member's Stratum Lot or another Stratum Lot to comply with obligations under an Affectation.

20.5 Failure of Member to carry out its obligations

- (a) If a Member does not carry out its obligations under clause 20.3 then the Committee may do anything reasonably necessary for the purpose of carrying out those obligations, including:
 - (1) carrying out work on that Member's Stratum Lot to do anything the Member owning it has failed to do under clause 20.3; and
 - (2) enter that Member's Stratum Lot with or without tools and equipment and remain there for any period of time necessary.
- (b) In exercising its rights under clause 20.5(a), the Committee must:
 - (1) ensure that all work is done properly;
 - (2) cause as little interference as practical to any Occupier of the Stratum Lot;
 - (3) cause as little damage as possible to the Stratum Lot (and any other Stratum Lot) and any improvements on it (and any improvements on any other Stratum Lot); and
 - (4) if damage (being damage arising because the Member owning the Stratum Lot has not complied with clause 20.3) is caused, restore the Stratum Lot (and any other Stratum Lot) as nearly as practicable to the condition it was in before the damage occurred.

Approved Form 9	Strata Management Statement	Sheet 39 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (c) Except where urgent work is required, the Committee must:
- (1) before exercising its rights under clause 20.5(a), by written notice give the Member owning the Stratum Lot a reasonable period of time to carry out the obligation having regard to the nature of the obligation not performed; and
 - (2) give the Member owning the Stratum Lot reasonable notice of the Committee's intention to enter the Stratum Lot.
- (d) Within 10 Business Days after a demand from the Committee, the Member owning the Stratum Lot must pay the Committee the costs reasonably and properly incurred by the Committee in doing anything reasonably necessary to remedy that Member's failure to comply with its obligations under clause 20.3 in relation to that Stratum Lot (including carrying out work on the Stratum Lot).


21 Appointing a Strata Manager

21.1 Appointment

- (a) As soon as reasonably practicable after the date of registration of this management statement, the Committee must appoint and enter into an agreement with a strata managing agent to assist the Committee to perform its functions and, in particular, to perform its secretarial and financial functions (**Strata Manager**).
- (b) Subject to clause 21.1(c) and any applicable law, the Committee may delegate its functions and the functions of its Officers to the Strata Manager.
- (c) The Committee must not delegate any of the following functions to the Strata Manager:
- (1) the function to delegate functions of the Committee or the Officers of the Committee;
 - (2) functions which the Committee may perform only by Unanimous Resolution;
 - (3) functions which the Committee decides may be performed only by the Committee; or
 - (4) the function to determine Contributions or any other sums payable by Members.

21.2 Terms of the agreement

- (a) The agreement under which the Strata Manager is appointed must comply with the following:
- (1) it must be in writing and be signed by the Members and the Strata Manager;
 - (2) its term must not exceed the maximum term permitted under the Strata Schemes Legislation;

Approved Form 9	Strata Management Statement	Sheet 40 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (3) it must contain provisions about the rights of the Committee to terminate the agreement early if the Strata Manager does not perform its obligations under the agreement;
 - (4) it must reserve the power for the Committee and its Officers to continue to exercise functions delegated to the Strata Manager under the agreement;
 - (5) it must not allow the Strata Manager to assign its rights and obligations under the agreement; and
 - (6) it must require the Strata Manager to have the responsibility for and to comply with all laws about occupational health and safety (in the case where a Building Manager has not been appointed) and to take out all necessary insurances in relation to the duties of the Strata Manager.
- (b) The Strata Manager must have and keep current all licences required by law for a strata managing agent.

21.3 Remuneration

The remuneration of the Strata Manager may be the amount determined by the Committee (acting reasonably).


21.4 Strata Schemes Legislation

If there is an inconsistency between this clause and the Strata Schemes Legislation then the requirements of the Strata Schemes Legislation prevail to the extent of that inconsistency.

22 Appointing a Building Manager

22.1 Appointment

- (a) At any time after the date of registration of this management statement, the Committee may appoint and enter into an agreement with an appropriately qualified person or persons to assist the Committee to perform its functions and, in particular, to assist in:
- (1) the day to day management and operation of the Building; and
 - (2) the operation and Maintenance of the Shared Facilities,
- (Building Manager).**
- (b) The Building Manager may provide:
- (1) services for the Committee which must be paid for by the Committee; and
 - (2) services for any individual Member (at the request of the Member) which must be paid for directly by that Member or, if paid for by the Committee, reimbursed to the Committee by that Member.

Approved Form 9	Strata Management Statement	Sheet 41 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

22.2 Terms of the agreement

The agreement under which the Building Manager is appointed must comply with the following:

- (a) it must be in writing and be signed by the Members, or the Strata Manager on behalf of the Members, and the Building Manager;
- (b) its term must not exceed the maximum term permitted under the Strata Schemes Legislation;
- (c) it must contain provisions about the rights of the Committee to terminate the agreement early if the Building Manager does not perform its obligations under the agreement;
- (d) it must reserve the power for the Committee and its Officers to continue to exercise functions delegated to the Building Manager under the agreement;
- (e) it must address the entitlement of the Building Manager to assign its rights and obligations under the agreement;
- (f) it must require the Building Manager to have the responsibility for and to comply with all laws about occupational health and safety and to take out all necessary insurances in relation to the duties of the Building Manager; and
- (g) it must address the appointment of the Building Manager to enter into agreements referred to in clause 23.2 as agent for the Committee.

22.3 Building Management Agreement


The Committee may:

- (a) enter into a Building Management Agreement with the Building Manager in respect of all Shared Facilities, in respect of the Common Property of the Strata Scheme for the Residential Stratum and in respect of the Common Property of the Strata Scheme for the Retail Stratum if any exists; and
- (b) agree to the Residential Stratum Owners Corporation entering into a separate agreement with the Building Manager in respect of the Residential Stratum or, if the Retail Stratum is the subject of a Strata Scheme, the Common Property of the Strata Scheme for the Residential Stratum.

23 Remuneration

The remuneration of the Building Manager must be:

- (a) a fixed sum for the first year of the Building Management Agreement; and
- (b) calculated by reference to a formula in the Building Management Agreement for each year after the first.

Approved Form 9	Strata Management Statement	Sheet 42 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243


23.2 Duties

The duties of the Building Manager may include:

- (a) caretaking or supervising the caretaking of the Building (including Shared Facilities);
- (b) supervising the operation and Maintenance of Shared Facilities and Common Property;
- (c) carrying out or engaging contractors to carry out preventative and/or remedial Maintenance of the Building, including Shared Facilities;
- (d) carrying out or engaging contractors to carry out preventative and/or remedial Maintenance for individual Members;
- (e) providing services or engaging contractors to provide services to the Committee and any person referred to in clause 6;
- (f) supervising employees and contractors of the Committee and individual Members; and
- (g) doing anything else that the Committee agrees is necessary or desirable for the management and operation of the Building.

23.3 Strata Schemes Legislation

If there is an inconsistency between this clause and the Strata Schemes Legislation then the requirements of the Strata Schemes Legislation prevail to the extent of that inconsistency.

Approved Form 9	Strata Management Statement	Sheet 43 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Part 4 - Meeting procedures and resolutions

24 Decisions of the Committee

The Committee may only make decisions:

- (a) in accordance with this management statement;
- (b) at a properly convened meeting of the Committee or in writing; and
- (c) by resolution, Special Resolution or Unanimous Resolution (as required by this management statement, any applicable by-laws or the Strata Schemes Legislation).

25 Meetings of the Committee


25.1 Convening meetings

The Secretary of the Committee must convene a meeting of the Committee:

- (a) if the Committee decides to hold a meeting;
- (b) within 3 Business Days (or sooner if the request results from an emergency), if any Member requests a meeting;
- (c) if it is necessary to appoint a replacement Officer of the Committee;
- (d) at least annually; or
- (e) in an emergency.

25.2 Notice for meeting

- (a) Subject to this clause 25.2, the Secretary must give each Member at least 7 Business Days' notice of a meeting of the Committee. The notice must include:
 - (1) the time, date and venue of the meeting; and
 - (2) an agenda for the meeting.
- (b) The Secretary of the Committee may give less than 7 Business Days' notice of a meeting of the Committee if there is an emergency and it is necessary for the Committee to meet as soon as possible.
- (c) In respect of meetings held because of an emergency:
 - (1) the notice given by the Secretary of the Committee to each Member is not required to be in writing;
 - (2) the Secretary of the Committee is not required to give to each Member an agenda for the meeting; and
 - (3) the meeting may be held by telephone.

Approved Form 9	Strata Management Statement	Sheet 44 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

25.3 Agenda for meeting

- (a) The agenda for the meeting of the Committee must include details of all business the Committee will deal with at the meeting.
- (b) The Committee may not deal with business that is not on the agenda for the meeting.

25.4 Conduct of meetings

Subject to this management statement, the Committee may:

- (a) meet to conduct its business; and
- (b) adjourn and otherwise regulate its meetings as it thinks fit.

25.5 Decisions made in writing

The Committee may make decisions in writing in the absence of a meeting if:

- (a) the Secretary of the Committee has served notice of the meeting according to clause 25.2;
- (b) the Secretary of the Committee has given each Member a voting paper with the notice of the meeting; and
- (c) the required Members or number of Members have approved the motions in the agenda in writing (by completing the voting paper) and returned the voting paper to the Secretary before the meeting commences.

25.6 Minutes of meetings


Within 10 Business Days after the meeting, the Secretary must distribute minutes of meetings of the Committee to each Member.

25.7 Quorum for meetings

A quorum at a meeting of the Committee comprises the Representatives of the Residential Stratum Owner and the Retail Stratum Owner.

25.8 Adjourned meetings

- (a) If a quorum is not present within 30 minutes after a meeting of the Committee is due to commence:
 - (1) the meeting must be adjourned to a time and place determined by the Chairperson of the Committee but being no more than 20 Business Days after the meeting; and
 - (2) the Secretary of the Committee must give notice of an adjourned meeting to each Member at least 3 Business Days before the adjourned meeting.
- (b) A quorum at an adjourned meeting of the Committee is the Representative of 1 Member.

Approved Form 9	Strata Management Statement	Sheet 45 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

26 Voting rights of Members

26.1 Voting rights of Financial Members

A Member's voting rights at a meeting of the Committee are only exercisable if immediately before the commencement of the meeting the Member is a Financial Member.

26.2 Members that are not Financial Members

A Member may attend and address a meeting of the Committee despite the fact that the Member is not a Financial Member.

26.3 No casting vote of Chairperson

The Chairperson does not have a casting vote at a meeting of the Committee.


27 Resolutions of the Committee

27.1 Necessity for resolutions

- (a) The Committee can only make decisions by resolution.
- (b) Some decisions (which are specified in this management statement) need to be made by a Unanimous Resolution or a Special Resolution.

27.2 Resolution affecting a Shared Facility

- (a) A Member is only entitled to vote at a meeting of the Committee in relation to a resolution affecting a Shared Facility:
 - (1) which is situated in that Member's Lot; or
 - (2) for which the Member is required to make a Contribution.
- (b) The value of the vote of a Member entitled to vote in relation to a resolution affecting a Shared Facility is equal to the percentage of the cost applicable to the Member for that Shared Facility in the Shared Facilities Schedule (expressed as a whole number, not as a percentage).
- (c) A resolution affecting a Shared Facility includes a resolution:
 - (1) modifying or replacing an existing Shared Facility;
 - (2) extending an existing Shared Facility;
 - (3) adding as a Shared Facility an existing Facility that the Committee identifies should be a Shared Facility;
 - (4) adding a new Shared Facility;
 - (5) changing the use of a Shared Facility;
 - (6) restricting access to a Shared Facility;

Approved Form 9	Strata Management Statement	Sheet 46 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (7) the effect of which is any interruption to the supply or availability of a Shared Facility; or
- (8) amending the percentage of the cost applicable to Members for a Shared Facility in the Shared Facilities Schedule.

27.3 Resolution not affecting a Shared Facility

In relation to a resolution which does not affect a Shared Facility:

- (a) a motion to be determined by resolution is to be decided according to the value of the votes cast for and against the motion; and
- (b) the value of a vote cast by a Member entitled to vote is equal to the Member's Standard Percentage (expressed as a number, not as a percentage).


27.4 Unanimous Resolutions

The matters which the Committee must determine by Unanimous Resolution are:

- (a) subject to clause 27.2, adopting or varying the Shared Facilities Schedule;
- (b) adopting or varying a Code;
- (c) varying all or any part of this management statement;
- (d) varying any Affectation;
- (e) distributing surplus money between Members;
- (f) any matter requiring payment of moneys by any Member, to the extent that such obligation is not dealt with in this management statement;
- (g) any matter that would prevent the Residential Stratum Owner from using any part of the Residential Stratum for residential purposes (and ancillary parking), including any refurbishment of the Common Property of the Residential Stratum;
- (h) any matter that would prevent the Retail Stratum Owner from using any part of the Retail Stratum for retail purposes, including any refurbishment of the Common Property of the Retail Stratum;
- (i) changing the name of the Building;
- (j) permanently removing the signage that states the name of the Building;
- (k) any matter that the Committee may resolve by Unanimous Resolution, at any time, should be the subject of a Unanimous Resolution; and
- (l) any other matter in relation to which this management statement prescribes a Unanimous Resolution.

27.5 Resolutions that are not Unanimous Resolutions or Special Resolutions

- (a) Whether a resolution is passed is determined according to the value of votes cast for and against that resolution.
- (b) A resolution not being a Unanimous Resolution or a Special Resolution is passed if the value of votes cast for the resolution by the Members present at

Approved Form 9	Strata Management Statement	Sheet 47 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

the meeting and entitled to vote is greater than or equal to the value of votes cast against the resolution.

27.6 Requirements for a Special Resolution

Despite any other provision of this management statement the resolution of the Committee in connection with the appointment and entering into of an agreement with:

- (a) the Strata Manager; or
 - (b) the Building Manager,
- needs only to be a Special Resolution.

27.7 Consent of Developer to certain resolutions

The Committee must not, unless it has received the prior consent of the Developer, pass any resolution whatsoever in relation to:

- (a) adopting or varying a Code; or
- (b) varying all or any part of this management statement,

for the period commencing on the date of registration of this management statement and expiring 5 years after that date and any resolution passed without such consent is of no effect.

27.8 Consent to change or remove the name of the Building

The Committee must not, unless it has received the prior consent of Greenland Australia, pass any resolution whatsoever in relation to:

- (a) changing the name of the Building; or
- (b) permanently removing the signage that states the name of the Building,


for the period commencing on the date of registration of this management statement and expiring on the date that is the earlier of:

- (c) Greenland Australia waiving in writing its rights under this clause; and
- (d) Greenland Australia being de-registered,

and any resolution passed without such consent is of no effect.

27.9 Removal of signage

If requested by Greenland Australia the Committee must permanently remove the signage that states the name of the Building.

Approved Form 9	Strata Management Statement	Sheet 48 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Part 5 - Financial management

28 Funds to be established by Committee

The Committee must establish the following funds within the following time frames after the date of registration of this management statement:

- (a) within 90 Business Days, the Administrative Fund; and
- (b) within 14 months, the Capital Works Fund.

29 Requirement for budgets

29.1 Committee to prepare

The Committee must cause to be prepared a budget for each Budget Period.

29.2 Administrative Fund matters

Each budget must show the amount estimated to be needed for the Administrative Fund and for each Shared Facility:

- (a) a description of the Shared Facility;
- (b) the amount estimated in connection with the Shared Facility for the purposes of the Administrative Fund;
- (c) the percentage applicable to each Member (being the percentage in the Shared Facility Schedule) of the amount so estimated; and
- (d) the part of the amount so estimated payable by each Member.


29.3 Capital Works Fund matters

Each budget must show:

- (a) the amount estimated to be needed for the Capital Works Fund for all Shared Facilities;
- (b) the percentage of the amount so estimated applicable to each Member (being either the Member's Standard Percentage or the percentage specifically determined by the Committee, acting reasonably, as the case may be); and
- (c) the part of the amount so estimated payable by each Member.

29.4 Sufficient funds

The budget must include enough money to enable the Committee to comply with its obligations under any applicable law and this management statement.

Approved Form 9	Strata Management Statement	Sheet 49 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

29.5 First budget

Without limiting any obligation under the Strata Schemes Legislation, within 14 days after the date of registration of this management statement, the Committee must prepare its first budget.

30 Contributions

30.1 Submission of budget to Members

The budget for each Budget Period must be submitted for consideration by the Committee at a meeting of the Committee. Before the meeting, each Member must be given:

- (a) the budget prepared according to clause 29;
- (b) the then current audit report prepared according to clause 31; and
- (c) the then current financial statements prepared according to clause 31.

30.2 Resolution by Committee

The Committee must resolve whether to accept the budget in its entirety or with such changes as it may consider appropriate and to determine the total amount it estimates will be needed for the Administrative Fund and the Capital Works Fund for the Budget Period (**Funding Requirement**).

30.3 Contributions to be levied

The Committee must levy Members for Contributions totalling the Funding Requirement for each Budget Period. The Contributions levied must coincide with the amounts contained in the budget for that period as accepted by the Committee. The levy must specify whether Members must pay the Contributions in a lump sum or by instalments and, if by instalments, at what intervals.


30.4 Initial levy

The Committee must levy the first Contributions within 90 Business Days after the date of registration of this management statement.

30.5 Additional Contributions

The Committee must levy Members:

- (a) additional Contributions to the Administrative Fund if there is insufficient money to meet the payments out of the Administrative Fund for a Budget Period; and
- (b) additional Contributions to the Capital Works Fund if there is insufficient money to meet the payments out of the Capital Works Fund for a Budget Period.

Approved Form 9	Strata Management Statement	Sheet 50 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

30.6 Resolutions regarding additional Contributions

The Committee must determine and levy any additional Contribution at a meeting of the Committee. Before the meeting, each Member must be given a budget for the remainder of the Budget Period which shows:

- (a) how much money the Committee will need for the remainder of the period for the fund for which the additional Contribution will be levied; and
- (b) income that the Committee knows it will receive for that fund during the remainder of that period.

31 Preparing financial statements

31.1 Preparation of accounts


Not later than 60 Business Days after the end of a Budget Period, the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts and statements of key financial information for that period.

31.2 Requirements - Administrative Fund

The financial statements must show for the Administrative Fund:

- (a) the balance in the fund carried forward from the immediately preceding Budget Period which shows the respective interests of the Members;
- (b) a statement of income and expenditure;
- (c) the amount and particulars of each item of income;
- (d) the amount and particulars of each item of expenditure;
- (e) for each Member, an allocation of each item of expenditure in the financial statements, other than a tax payable to the Australian Taxation Office, in accordance with the percentage applicable to that item for the Member being the percentage in the Shared Facilities Schedule or the percentage determined by the Committee, acting reasonably;
- (f) for each Member, an allocation of each item of tax payable to the Australian Taxation Office in accordance with the Member's Standard Percentage;
- (g) for each Member, an allocation of the income (other than Contributions) in the financial statement in accordance with the Member's Standard Percentage;
- (h) the balance in the fund being carried forward to the immediately succeeding Budget Period which shows the respective interests of the Members;
- (i) any arrears of Contributions;
- (j) the balance of the bank account of the fund at the end of the Budget Period; and
- (k) any other relevant information.

Approved Form 9	Strata Management Statement	Sheet 51 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

31.3 Requirements – Capital Works Fund

The financial statements must show for the Capital Works Fund:

- (a) the balance in the fund carried forward from the immediately preceding Budget Period which shows the respective interests of the Members;
- (b) a statement of income and expenditure;
- (c) the amount and particulars of each item of income;
- (d) the amount and particulars of each item of expenditure;
- (e) for each Member, an allocation of each item of expenditure in the financial statements in accordance with the Member's Standard Percentage or another percentage agreed between the Members before the expenditure was made;
- (f) for each Member, an allocation of the income (other than Contributions) in the financial statements in accordance with the Member's Standard Percentage;
- (g) the balance in the fund being carried forward to the immediately succeeding Budget Period which shows the respective interests of the Members;
- (h) any arrears of Contributions;
- (i) the balance of the bank account of the fund at the end of the Budget Period; and
- (j) any other relevant information.

31.4 Offsets

If an item of expenditure has been wholly or partially offset by receipt of an amount under an insurance policy, any amount allocated under clauses 31.2(e) or 31.3(e) should be reduced by the amount so received and the amount so received should not be allocated as income under clauses 31.2(g) or 31.3(f).

32 Notices for Contributions


32.1 Written notice

Subject to clause 32.2 and other than in respect of the initial levy under clause 30.4, the Committee must, at least 20 Business Days before an instalment of a Contribution is due, give each Member a written notice showing for each of the Capital Works Fund and the Administrative Fund:

- (a) the total Contribution to be paid;
- (b) the instalment of the Contribution the Member must pay; and
- (c) the date the payment is due.

32.2 Emergency fund raising

If the Committee has to raise funds in an emergency, it may give less than 20 Business Days' notice of the Contribution.

Approved Form 9	Strata Management Statement	Sheet 52 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

33 Banking money and interest on accounts

33.1 Committee to establish bank accounts

The Committee must establish and maintain bank accounts in the names of the Members and deposit all Contributions and other money received by the Committee into one or the other of those accounts.

33.2 Withdrawal of funds

The Committee may only withdraw money from the accounts referred to in clause 33.1 to pay for things allowed by this management statement or the Strata Schemes Legislation.

33.3 Interest earned

The Committee may place money in an interest bearing deposit account at a bank. If the account earns interest, the Committee must:

- (a) credit it to one of the bank accounts referred to in clause 33.1; and
- (b) allocate it to the Members in the financial statements for the Budget Period during which it is earned.


34 Late payments

34.1 Debt due

- (a) The Committee may recover as a debt due and payable on demand from the person responsible:
 - (1) unpaid Contributions and other money owed to it under this management statement; and
 - (2) any costs whatsoever incurred by the Committee because of the non-payment of the Contributions or other money.
- (b) The Committee may engage legal representation to recover from any Member the debts specified in clause 34.1(a).

34.2 Interest

A Member, a Strata Lot Owner and a Specified Occupier must pay the Committee interest on any amount it owes the Committee under this management statement and does not pay on time from and including the day on which the payment was due until the day it is paid.

Approved Form 9	Strata Management Statement	Sheet 53 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

34.3 Calculation of interest

The Committee must calculate interest payable under clause 34.2 on daily balances at the interest rate that is the greater of:

- (a) 10% per annum (on a simple interest basis); and
- (b) if the Strata Schemes Legislation provides for another interest rate, that prescribed interest rate,

but if the Strata Schemes Legislation prescribes a compulsory interest rate, then the compulsory rate of interest should apply.

35 Surplus money

If there is surplus money in the Administrative Fund or Capital Works Fund at the end of a Budget Period, the Committee may distribute it, in part or in full, between the Members in accordance with the respective interests of the Members in the balance of the funds referred to in clauses 31.2(h) and 31.3(g), or in such other shares determined by the Committee by Unanimous Resolution.

36 Situation if there is a dispute

36.1 No suspension


A Member is not excused from paying a Contribution to the Administrative Fund, a Contribution to the Capital Works Fund or any other amounts payable to the Committee under this management statement because of a dispute or a disagreement with the Committee, including a dispute about the amount of a payment.

36.2 Wash up

If a Member has a dispute or disagreement with the Committee about the amount of a Contribution to the Administrative Fund or a Contribution to the Capital Works Fund or any other amount payable to the Committee, the Member must continue to pay Contributions at the rate determined at that time according to this management statement. After the dispute or disagreement is resolved, the Member and the Committee must promptly make any necessary payment by way of adjustment.

36.3 Member's rights not affected

A Member's rights against the Committee are not affected if the Member continues to pay Contributions to the Administrative Fund or the Capital Works Fund according to this clause 36 in the event of a dispute or disagreement.

Approved Form 9	Strata Management Statement	Sheet 54 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Part 6 – Shared Facilities

37 Definition of Shared Facilities

37.1 Definition

Shared Facilities are:

- (a) the Facilities contained in the Shared Facilities Schedule;
- (b) Facilities that are used by 2 or more Members; and
- (c) other Facilities and any things, services, persons or line items for expenditure:
 - (1) nominated as Shared Facilities in this management statement; or
 - (2) which the Committee determines are Shared Facilities.

37.2 Expanded definition


In addition to the Shared Facilities listed in the Shared Facilities Schedule the following are Shared Facilities:

- (a) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility but excluding any of those things which exclusively service a Member's part of the Building;
- (b) any rooms or areas in which Shared Facilities are located;
- (c) the operation and Maintenance of Shared Facilities;
- (d) parts or consumables used in the operation and Maintenance of Shared Facilities;
- (e) labour used in the operation and Maintenance of Shared Facilities;
- (f) the inspection of Shared Facilities by an Authority; and
- (g) the certification of Shared Facilities required by law.

37.3 Additional costs

In addition to the costs for Shared Facilities listed in the Shared Facilities Schedule, costs for Shared Facilities include costs for or in connection with:

- (a) the operation and Maintenance of Shared Facilities;
- (b) the securing of Shared Facilities;
- (c) parts or consumables used in the operation and Maintenance of Shared Facilities;
- (d) labour used in the operation and Maintenance of Shared Facilities;
- (e) the inspection of Shared Facilities by an Authority; and

Approved Form 9	Strata Management Statement	Sheet 55 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

(f) the certification of Shared Facilities required by law.

37.4 Committee may add Shared Facilities

The Committee has the power to add further Shared Facilities and, if it does so, it must cause the Shared Facilities Schedule to be amended to include a reference to the further Shared Facility and the percentages which the Committee determines to be a fair and appropriate allocation.

38 Responsibility for Maintenance of Shared Facilities

Usually, the Committee must operate and Maintain Shared Facilities. Occasionally, a Member must operate and Maintain a Shared Facility. This management statement clearly identifies when a Member is responsible for operation and Maintenance of a Shared Facility. If the Committee is responsible to operate and Maintain a Shared Facility, it must do so in accordance with any applicable law.

39 Right to access and use Shared Facilities

39.1 Right to access

Unless the costs of a Shared Facility listed in the Shared Facilities Schedule are allocated 100% to an individual Member's Stratum Lot, or this management statement specifies otherwise, each Member, Strata Lot Owner and Specified Occupier is entitled to access, and use and enjoy the Shared Facilities in accordance with this management statement to the extent that such access, use and enjoyment is a necessary and appropriate incident to their occupation of the Building.


39.2 Committee may limit access

The right to access a Shared Facility is a right to use all available appropriate means of access to that Shared Facility with the exception of any means of access which the Committee determines is not appropriate for use by persons other than the Member that owns the Stratum Lot in which the Shared Facility is located and persons authorised by that Member.

39.3 Access to roof of Building

Without affecting clause 39.2, the Members agree:

- (a) that access to the roof of the Building is only necessary and permitted for the purpose of repairing or Maintaining the roof of the Building and any Shared Facilities on the roof of the Building, and is not necessary or permitted for any other purpose; and
- (b) that access to the roof of the Building may only occur with the prior consent of the Committee, or a Building Manager appointed by the Committee and in accordance with the terms of the Residential By-Laws.

Approved Form 9	Strata Management Statement	Sheet 56 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

40 Responsibility for costs in respect of Shared Facilities

40.1 Members responsible

Each Member is responsible for the costs of operating and Maintaining Shared Facilities in accordance with the Shared Facilities Schedule.

40.2 No provisions in schedule

If:

- (a) the Shared Facilities Schedule does not make provision for a charge in respect of a particular Shared Facility; or
- (b) as soon as practicable after the occurrence of the following events:
 - (1) the fact that items included in the Shared Facility Schedule then in force are no longer considered to be a Shared Facility;
 - (2) the need to add additional Shared Facilities to the Shared Facility Schedule;
 - (3) changes in use of the Shared Facility; or
 - (4) the quantum of cost in connection with a Shared Facility,

then the charge must be determined by the Committee, acting reasonably.

40.3 Review of shared facilities

The Committee must review the allocation of costs of all Shared Facilities once every 5 years even if no change to the Shared Facility has occurred or at any other interval required by the Strata Schemes Legislation to ensure that the allocation of costs is fair and reasonable.


41 Dispute about payments

- (a) If there is a dispute about an amount attributable in a budget to a Member in connection with a Shared Facility, the Member must pay the amount attributed by the Committee until the dispute is resolved.
- (b) After resolution of the dispute, the Member or the Committee must make any necessary payment by way of adjustment.

42 Damage to Shared Facilities

A Member, a Strata Lot Owner and a Specified Occupier must:

- (a) use a Shared Facility only for its intended purposes;
- (b) immediately notify the Committee it knows about damage to or a defect in a Shared Facility;

Approved Form 9	Strata Management Statement	Sheet 57 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (c) not interfere with a Shared Facility without the prior consent of the Committee; and
- (d) compensate the Committee for any damage to a Shared Facility caused by them or by Permitted Persons for whom they are responsible.

43 Control of access

43.1 Security

The Committee must take all reasonable steps to ensure the security of the Building (including restricting access to the roof of the Building as contemplated by clause 39) and may:

- (a) enter or procure that the Building Manager enters into an agreement with a security firm for the provision of security personnel and security services;
- (b) permit any designated part of the Building to be used by security personnel to monitor the security of the Building; and
- (c) obtain, install and Maintain locks, alarms, communication systems or other security devices.

43.2 Responsibility of Members, etc.


A Member or a Strata Lot Owner to whom any key or security device for the Building is given must:

- (a) exercise a high degree of caution and responsibility in making such key or security device available for use by any Specified Occupier; and
- (b) must take reasonable precautions to ensure that such key or security device is returned when such Specified Occupier no longer has a right to access the Building.

44 Facade

The Committee must:

- (a) ensure that:
 - (1) the Facade is Maintained and remains in accordance with the Architectural Code; and
 - (2) nothing is attached to or marked on any part of the Facade (for example, signs or banners) unless the item is in accordance with the Architectural Code, the Committee has given its prior consent or is retail signage that has been approved by relevant Authorities and is usual and reasonable for that retail usage; and
- (b) carry out all works necessary to comply with the obligation in clause 44(a).

Approved Form 9	Strata Management Statement	Sheet 58 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

45 Loading Dock

45.1 Use


- (a) Each Member, Strata Lot Owner and Specified Occupier may use the Loading Dock for the purpose only of managing and receiving deliveries and dispatching items to and from the Loading Dock.
- (b) In exercising its rights under clause 45.1(a), each Member, Strata Lot Owner and Specified Occupier must:
- (1) notify the Building Manager (or if there is no Building Manager, the Strata Manager) not less than 48 hours prior to its expected receipt or dispatch of items;
 - (2) subject to fair wear and tear, immediately make good any damage to and remove any rubbish or debris from the Loading Dock caused as a result of receiving deliveries and dispatching items to and from the Loading Dock to the reasonable satisfaction of the Committee; and
 - (3) comply with any other requirements of the Committee (acting reasonably) from time to time in relation to the use and management and control of deliveries to the Loading Dock.
- (c) If a Member, Strata Lot Owner or Specified Occupier fails to comply with clause 45.1(b), the Committee may deny the relevant Member, Strata Lot Owner or Specified Occupier further access to the Loading Dock unless and until the relevant Member, Strata Lot Owner or Specified Occupier has complied with its obligations under clause 45.1(b) to the satisfaction of the Committee (acting reasonably).

45.2 Hours of operation

A Member, Strata Lot Owner or Specified Occupier must only receive deliveries and dispatch items to and from the Loading Dock between the hours of 8.00 am and 4.00pm on Business Days and 8.00am to 4.00pm on Saturdays by appointment only, or in accordance with the permitted hours determined by the Committee from time to time.

46 Waste management

- (a) The Committee may:
- (1) enter into a waste management agreement in respect of the Strata Scheme for the Residential Stratum and in respect of the Retail Stratum or, if there is one, the Strata Scheme for the Retail Stratum;
 - (2) agree to the Residential Stratum Owners Corporation entering into a separate agreement with a waste service provider for the Strata Scheme for the Residential Stratum; and
 - (3) agree to the Retail Stratum Owners entering into a separate agreement with a waste service provider in respect of the Retail Stratum or, if there is one, the Strata Scheme for the Retail Stratum.

Approved Form 9	Strata Management Statement	Sheet 59 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (b) The Retail Stratum Owner must inform the Committee if there is a change required to the waste management collection due to a change in commercial use in the Retail Stratum.

47 Embedded Network


The Committee may:

- (a) enter into an Embedded Network Agreement with Embedded Network Suppliers for the installation of an Embedded Network in the Building for the supply of Embedded Network Services;
- (b) acknowledges that the Residential Stratum Owners Corporation may enter into a separate agreement with Embedded Network Suppliers for the Strata Scheme for the Residential Stratum; and
- (c) acknowledges that the Retail Stratum Owners enter into a separate agreement with Embedded Network Suppliers in respect of the Retail Stratum or, if there is one, the Strata Scheme for the Retail Stratum.


48 Public Toilet

48.1 Use

- (a) Each Member, Strata Lot Owner and Specified Occupier may access and use the Public Toilet.
- (b) In exercising its rights under clause 48.1(a), each Member, Strata Lot Owner and Specified Occupier must:
- (1) not cause any damage to the Public Toilet or the means of access to it and leave it in a clean and tidy condition;
 - (2) not store any rubbish or materials in the Public Toilet;
 - (3) notify the Building Manager (or if there is no Building Manager, the Strata Manager) if it becomes aware of any damage to the Public Toilet; and
 - (4) comply with any other requirements of the Committee (acting reasonably) from time to time in relation to the use and management and control of the Public Toilet and the means of access to it.
- (c) The Committee may in its discretion give directions as to access and use or the Building Manager may, in accordance with the provisions of clause 43, control the means of access to the Public Toilet and each Member, Strata Lot Owner and specified Occupier must comply with those directions and controls.
- (d) If a Member, Strata Lot Owner or Specified Occupier fails to comply with clause 48.1(b), clause 48.1(c) or clause 43.2, the Committee may deny the relevant Member, Strata Lot Owner or Specified Occupier further access to the Public Toilet unless and until the relevant Member, Strata Lot Owner or Specified

Approved Form 9	Strata Management Statement	Sheet 60 of 95 sheets
Registered:  30.1.2018	Office Use Only SP96243	

Occupier has complied with its obligations under clause 48.1(b), clause 48.1(c) or clause 43.2 to the satisfaction of the Committee (acting reasonably).

Approved Form 9	Strata Management Statement	Sheet 61 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243


Part 7 - Rights and obligations of Members, Strata Lot Owners and Specified Occupiers

49 Obligations of Members

49.1 Obligations

Each Member must:

- (a) promptly comply with its obligations under any applicable law, this management statement, the Codes and any Rules;
- (b) effect and maintain the insurances required by any applicable law and this management statement;
- (c) ensure that the Committee is properly constituted;
- (d) comply with and take such action as is necessary on its part to implement the decisions of the Committee;
- (e) not damage or otherwise interfere with Facilities;
- (f) use reasonable endeavours to ensure that an Occupier of its Stratum Lot or a part of its Stratum Lot complies with such of the Members' obligations under any applicable law, this management statement, the Codes and any Rules as are appropriate;
- (g) promptly pay Contributions to the Administrative Fund and the Capital Works Fund and any other amounts payable by the Member to the Committee under this management statement;
- (h) in connection with building insurance claims:
 - (1) apply any payments received by the Member under a building insurance policy effected by the Committee to rebuild, replace, repair or restore the damaged area of that Member's Stratum Lot; and
 - (2) use its reasonable endeavours to rebuild, replace, repair or restore such damaged area within a reasonable time;
- (i) comply with any Affectionation where it has an obligation to comply; and
- (j) enter into any agreements approved by the Committee when requested to do so by the Committee.

Approved Form 9	Strata Management Statement	Sheet 62 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

49.2 Several, not joint, liability

The Members' obligations under this management statement are several and not joint.

49.3 Liability and release

Each Member:

- (a) is responsible for the Member's own acts and those of that Member's Representative, employees, contractors, agents and invitees when occupying or using parts of another Member's Stratum Lot; and
- (b) releases the other Members and the other Members' Representatives, employees, contractors, agents and invitees from any costs, claims or liability except to any extent that the other Members and the other Members' Representatives, employees, contractors and agents have been negligent or breached this management statement.

50 Obligations of Strata Lot Owners


A Strata Lot Owner must:

- (a) promptly comply with its obligations under any applicable law, this management statement, the Codes and any Rules;
- (b) promptly pay any amounts payable by it to the Committee under this management statement;
- (c) comply with and take such action as is necessary on its part to implement decisions of the Committee;
- (d) not damage or otherwise interfere with Facilities;
- (e) comply with any Affectionation where it has a responsibility to comply; and
- (f) include in any lease or other agreement for the use and occupation of that Strata Lot Owner's Strata Lot provisions requiring the Occupiers of the Strata Lot to comply with and refrain from breaching this management statement.

51 By-laws must be consistent with this management statement

51.1 Residential Stratum

- (a) Any Residential Stratum Owners Corporation must not make Residential By-Laws that are inconsistent with this management statement.
- (b) If any Residential Stratum Owners Corporation does not comply with this clause, it may not vote at meetings of the Committee.
- (c) Subject to section 105(5) of the *Strata Schemes Development Act 2015* (NSW), this management statement prevails if there is an inconsistency between this management statement and the Residential By-Laws made by the Residential Stratum Owners Corporation.

Approved Form 9	Strata Management Statement	Sheet 63 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

51.2 Retail Stratum

- (a) The Retail Stratum Owners Corporation must not make Retail By-Laws that are inconsistent with this management statement.
- (b) If the Retail Stratum Owners Corporation does not comply with this clause, it may not vote at meetings of the Committee.
- (c) Subject to section 105(5) of the *Strata Schemes Development Act 2015* (NSW), this management statement prevails if there is an inconsistency between this management statement and any Retail By-Laws made by any Retail Stratum Owners Corporation.

52 Obligations of Specified Occupiers

A Specified Occupier must:

- (a) promptly comply with its obligations under any applicable law, this management statement, the Codes and any Rules;
- (b) promptly pay any amounts payable by it to the Committee under this management statement;
- (c) comply with and take such action as is necessary on its part to implement decisions of the Committee;
- (d) not damage or otherwise interfere with Facilities; and
- (e) comply with any Affection where it has a responsibility to comply.

53 Rights of access

53.1 Minimise interference


When the Committee exercises a right to access an area of the Building, it must not interfere unreasonably with the lawful use of that area.

53.2 Emergency

In an emergency, each Member, Strata Lot Owner and Specified Occupier must give to each other Member, Strata Lot Owner and Specified Occupier and any Permitted Persons access to fire stairs, fire passages and any other means of egress from the part of the Building in their control to facilitate safe egress from the Building.

53.3 Access for Maintenance by Member, etc.

A Member, Strata Lot Owner or Specified Occupier must give the Committee, other Members, Strata Lot Owners and Specified Occupiers access to Maintain Facilities located in or adjacent to any part of the Building in the control of that Member, Strata Lot Owner or Specified Occupier according to this management statement or to do anything else authorised or required by this management statement.

Approved Form 9	Strata Management Statement	Sheet 64 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

53.4 Access for Maintenance by Committee

The Committee must give reasonable notice to a Member, Strata Lot Owner or Specified Occupier before it requires access to Maintain Facilities located in or adjacent to any part of the Building in the control of that Member, Strata Lot Owner or Specified Occupier according to this management statement or to do anything else authorised or required by this management statement.

53.5 Committee's access

The Committee may gain access to all parts of the Building to do anything authorised or required by this management statement, only:

- (a) during the hours determined by the Committee, acting reasonably, (except in an emergency);
- (b) according to this management statement;
- (c) according to the reasonable requirements of the relevant Member, Strata Lot Owner or Specified Occupier (except in an emergency); and
- (d) in a manner that does not breach any lease or licence applying to the part of the Building affected by such access (except in an emergency).

54 Obligations regarding insurance

54.1 Committee's consent required

A person referred to in clause 6 must have the Committee's consent to do anything that might:

- (a) void or prejudice insurances effected by the Committee; or
- (b) increase an insurance premium paid by the Committee.


54.2 Reimbursement

If a person referred to in clause 6 does anything to increase an insurance premium paid by the Committee, then that person must pay the increase in the premium to the Committee.

55 Inspecting books and records of Committee

55.1 Who may inspect the books and records?

A Member (or a person authorised in writing by them) may inspect the books and records of the Committee.

Approved Form 9	Strata Management Statement	Sheet 65 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

55.2 What is the procedure?

The procedure for inspecting the books and records of the Committee includes:

- (a) applying in writing to the Committee or the Secretary; and
- (b) paying to the Committee an inspection fee of \$31 (inclusive of GST) for the first hour or part of an hour of the inspection (**Initial Inspection Fee**) and \$16 (inclusive of GST) for each half hour or part of a half hour after that (or such other amounts as the Strata Schemes Legislation may prescribe for the inspection of the books and records of an owners corporation).

55.3 Time for inspection

The Secretary must allow an applicant to inspect the books and records within 10 Business Days after receiving the written application and payment of the Initial Inspection Fee.

55.4 Copies

At the cost of the applicant, the applicant may take extracts from or copy the books and records of the Committee.

55.5 Not to be removed

The applicant may not remove the books and records from the custody of the Committee unless the Committee agrees.

56 Details about Members and Representatives

56.1 Contact details

Each Member must give the Committee:


- (a) its current address, telephone number, fax number and email address; and
- (b) the name and current address, telephone number, fax number and email address of its Representative or Substitute Representative.

56.2 Changes to contact details

If the contact details for a Member or a Representative or Substitute Representative change, the Member must give notice of such change to the Committee as soon as reasonably practicable.

56.3 New Members

A person who becomes a Member as a result of becoming the Owner of a Stratum Lot must provide the Committee with the contact details required under this clause 56 as soon as practicable after such acquisition.


Approved Form 9	Strata Management Statement	Sheet 66 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

56.4 Lessee details

If a Member leases or licences part or all of its Stratum Lot, the Member must provide the Committee with the lessee's or licensee's name and current address, telephone number, fax number and email address before or as soon as reasonably practicable after the lease or licence commences.

56.5 Effect of notice

A notice given in accordance with this clause 56 takes effect when the Committee receives the notice.

Approved Form 9	Strata Management Statement	Sheet 67 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

Part 8 – Miscellaneous


57 Disputes

57.1 Definitions and overview of process

- (a) For the purposes of this clause 57, 'party or 'parties' mean the party or parties to a dispute. The party or parties to a dispute may be the Committee, a Member, a Strata Lot Owner or a Specified Occupier.
- (b) The parties must in good faith endeavour to resolve disputes about this management statement before taking action under this clause 57.
- (c) The parties must deal with disputes about this management statement according to this clause 57. This includes disputes about:
 - (1) the Committee or an Officer of the Committee failing to comply with the provisions about meetings of the Committee;
 - (2) the application of this management statement including the application of a Code or the Rules; and
 - (3) using and paying for Shared Facilities.
- (d) A party must give another party a notice of dispute. In the notice the party must:
 - (1) describe what the dispute is about;
 - (2) identify the provisions of this management statement or the law that apply to the dispute;
 - (3) state the position of the party;
 - (4) set out the facts and other circumstances on which the party relies; and
 - (5) attach copies of correspondence and other documents referred to in the notice of dispute.

57.2 Negotiation

- (a) Within 10 Business Days after a party gives a notice of dispute, the parties to the dispute must meet in person at an agreed time and place.
- (b) If the parties to the dispute cannot agree on the time and place to meet, they must meet to try to resolve the dispute by negotiation:
 - (1) at 10.00am on the day which is 10 Business Days after the notice of dispute was given; and
 - (2) at the Building,or at such other time and place as agreed by the parties to the dispute.


Approved Form 9	Strata Management Statement	Sheet 68 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

57.3 Mediation

- (a) If the parties cannot resolve their dispute by negotiation, a party must give a mediation notice requiring the parties to:
- (1) refer the dispute to mediation; and
 - (2) appoint a mediator from the list of mediators kept by the Resolution Institute to mediate the dispute.
- (b) If the parties cannot agree on a mediator from the Resolution Institute panel within 5 Business Days after a party gives a mediation notice, a party may ask the chairperson of the Resolution Institute (or the vice chairperson if the chairperson declines) to:
- (1) appoint a mediator from the Resolution Institute panel; and
 - (2) determine the remuneration of the mediator.
- (c) The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within 5 Business Days after the mediator is appointed, they do not agree on:
- (1) the mediation procedures they will adopt; and
 - (2) the timetable for the mediation procedures.
- (d) The mediation must take place in Sydney.

57.4 Expert determination

- (a) If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:
- (1) refer the dispute to an independent expert for determination; and
 - (2) appoint an expert to determine the dispute.
- (b) If the parties cannot agree on an expert within 5 Business Days after a party gives a determination notice, a party may ask the chairperson of the Resolution Institute (or vice chairperson if the chairperson declines) to:
- (1) appoint an appropriate expert having regard to the nature of the dispute; and
 - (2) determine the remuneration of the expert.
- (c) The parties must instruct the expert to:
- (1) act as an expert and not as an arbitrator;
 - (2) determine the rules for the conduct of the expert determination; and
 - (3) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- (d) The expert:
- (1) is not bound to observe the rules of natural justice or the rules of evidence;
 - (2) may obtain and refer to documents and information not provided by the parties; and

Approved Form 9	Strata Management Statement	Sheet 69 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

- (3) must determine the dispute and give written reasons for the decision within 20 Business Days after being appointed.
- (e) The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

57.5 Costs

The parties to the dispute must:

- (a) equally share the cost for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute (unless the mediator or expert decide otherwise).

58 Upgrading and redevelopment

58.1 Members' agreement and acknowledgment


- (a) The Members agree and acknowledge that, in addition to and in compliance with the requirements of this management statement, the Building will require upgrading from time to time and the Land may need to be redeveloped from time to time.
- (b) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading or redevelopment works, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of the relevant Authority and this management statement.

58.2 Members' rights

Each Member may, in its absolute discretion and at its sole cost, carry out any upgrading or redevelopment works in relation to its Stratum Lot provided that the proposed upgrading and redevelopment works do not detrimentally affect another Member's Stratum Lot.

58.3 Members to meet

- (a) The Members must, at intervals of not less than 5 years commencing on the date of registration of this management statement, convene a meeting of the Committee to discuss the state of the whole of the Building.
- (b) If the Committee by Unanimous Resolution decides to carry out upgrading of the Building or redevelopment of the Land, it must request the Secretary to prepare a detailed plan for the upgrading or redevelopment works (**Detailed Plan**).

Approved Form 9	Strata Management Statement	Sheet 70 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

58.4 Plan preparation

The Secretary must, if requested by the Committee:

- (a) cause the preparation of the Detailed Plan including costing and funding arrangements; and
- (b) submit the Detailed Plan to the Members for their consideration.

58.5 Consideration of plan

Within 30 Business Days after the Secretary submits the Detailed Plan to each Member, the Committee must meet to consider the plan and to decide if the plan is to be implemented.

58.6 Effecting works

- (a) If the Committee decides to implement the Detailed Plan, the Secretary must obtain any approvals required from any relevant Authority for undertaking and completing the upgrading or redevelopment works, and engage contractors as necessary to complete the works.
- (b) The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors.

59 Notices


59.1 Service of notices

Any notice, demand, consent, approval, application, request or other communication to be given under this management statement must be in writing and must be given to the recipient at its address by being:

- (a) hand delivered;
- (b) sent by fax;
- (c) sent by email;
- (d) sent by prepaid express post mail within Australia; or
- (e) sent by prepaid express post international airmail to the address for service of the recipient party, if the address for service of the sender and the recipient are in different countries.

59.2 Service of notices on Committee

For the purposes of clause 59.1, where the intended recipient of any notice, demand, consent, approval, application, request or other communication to be given under this management statement is the Committee it must be given to the Committee care of the Strata Manager.

Approved Form 9	Strata Management Statement	Sheet 71 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

59.3 Receipt of notices

A notice is given if:

- (a) hand delivered, on the date of delivery;
- (b) sent by fax during any Business Day, on the date that the sending party's fax machine records that the fax has been successfully transmitted;
- (c) sent by email during any Business Day, on the date that the sending party's electronic equipment reports that the email has been delivered;
- (d) sent by prepaid express post mail within Australia, on the date that is 2 Business Days after the date of posting; or
- (e) sent by prepaid express post international airmail between countries, on the date that is 10 Business Days after the date of posting.

60 Severability

- (a) If the whole or any part of a provision of this management statement is void, unenforceable or illegal:
 - (1) it is severed; and
 - (2) the remainder of the provisions of this management statement has full force and effect.
- (b) This clause 60 has no effect if the severance:
 - (1) alters the basic nature of this management statement; or
 - (2) is contrary to public policy.

61 GST

61.1 Interpretation


In this clause 61 any reference to a term defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act.

61.2 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

61.3 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party (the **Supplying Party**) to another party (the **Receiving Party**), the Receiving Party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST

Approved Form 9	Strata Management Statement	Sheet 72 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the Supplying Party. The Supplying Party must issue a Tax Invoice to the Receiving Party.

61.4 Differences in amounts


If the amount of GST recovered by the Supplying Party from the Receiving Party differs from the amount of GST payable at law by the Supplying Party (or an entity grouped with the Supplying Party for GST purposes) in respect of the supply, the amount payable by the Receiving Party to the Supplying Party will be adjusted accordingly.

61.5 Reimbursement

Where one party (**Payer**) is liable to reimburse another party (**Payee**) for any expenditure incurred by the Payee (**Expenditure**), the amount reimbursed by the Payer will be reduced by an amount equal to any input tax credit to which the Payee (or its representative member) is entitled in respect of the Expenditure.

61.6 Registration of the Committee

- (a) If required by law, the Committee must be registered for GST purposes.
- (b) The Committee may by a resolution register for GST purposes.
- (c) If the Committee is not registered for GST purposes, the Committee must provide each Member with all information reasonably required to enable it to comply with GST Law and for each Member to complete its GST returns.

Approved Form 9	Strata Management Statement	Sheet 73 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243


Signing page

Executed as an agreement

Certified correct for the purposes of the *Real Property Act 1900*.

Signed sealed and delivered for
**Greenland (Sydney) George
Street Development Pty Ltd**
ACN 166 585 573
by its attorney under power of attorney
registered BOOK 4710 NO 969

in the presence of

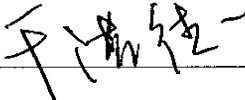
sign here ▶ 
Attorney
print name Xiaohua Luo

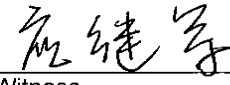
sign here ▶ 
Witness
print name Xinmei Wang

print address X Suite 201, 233 Castlereagh Street
Sydney NSW 2000


Signed sealed and delivered for
**Bank of Communications Co
Ltd ARBN 137 909 963**
by its attorney under power of attorney
registered BOOK 4724 NO 661

in the presence of

sign here ▶ 
Attorney
print name Hong de Yu


sign here ▶ 
Witness
print name Jijun Ying

print address Level 27, 363 George Street
Sydney NSW 2000

Approved Form 9	Strata Management Statement	Sheet 74 of 95 sheets
Registered:  30.1.2018	Office Use Only SP96243 Office Use Only	

Schedule 1

Shared Facilities Schedule

Approved Form 9	Strata Management Statement	Sheet 75 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SECTION 17 – SHARED FACILITIES REGISTER

This Section describes:


- a) The Shared Facilities;
- b) The proportion of the Shared Costs payable by each of the Buildings; and
- c) The method of determining the proportions.

For the purposes of clarity, this Section only describes items which are shared between Buildings and does not include any items (including Services Apparatus) which in part or any form are for the use, benefit, servicing, reticulation or enjoyment of one Building only and despite such item(s) in part or some form being a Shared Facility to the extent described in this Section 17.


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
SF1	Building Manager's Room	This Shared Facility is on Level 1 of Building B marked SF1 and includes: <ul style="list-style-type: none"> a) Use of the room in order to fulfil the role described in Shared Facility SF9 – Management Services; b) Office furniture and equipment; c) Electricity costs; d) Ventilation costs; e) Maintenance; and f) Maintenance of car parking space in the Basement Level marked SF1. 	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 76 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
SF2	Car Park Access	This Shared Facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the Car Park Access Way marked SF2 on the Ground and Basement Levels; b) Vehicular access to a Lot's car park spaces; c) Maintaining and repairing the Car Park Access Way and all services located within it; d) Lighting in Basement; e) Access for parking and maintenance purposes; and f) All other costs incurred when exercising the rights and complying with the obligations for use of the Car Park Access Way.	4%	96%	2

Approved Form 9	Strata Management Statement	Sheet 77 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
SF3	Car Park Ventilation System	The Car Park Ventilation System is located on Basement Levels B1 and B2. This Shared Facility includes: <ul style="list-style-type: none"> a) Electrical wires, cables, ducts; b) Fans; c) Motors; d) The exhaust system to the point of discharge at ground floor or on the roof via an exhaust riser; and e) Its operation and maintenance and replacement. 	4%	96%	2
SF4	Cleaning	This Shared Facility includes all costs incurred by the Management Committee to clean those Shared Facilities that do not include cleaning as part of the description in this schedule.	2.5%	97.5%	1
SF5	Cold Water	The cold water supply system includes the pumps and hydraulic pipes which service the Lots. It does not include any hydraulic pipes which are for the exclusive use of an Individual Owner or Occupier. Cold water excludes water supply for the pool.	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 78 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
SF6	Electrical Infrastructure	Electrical infrastructure includes: <ul style="list-style-type: none"> a) The switch room located on Level B1 adjacent to the sub-station, and shown as SF6 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each Lot; c) Electrical wires, cables and ducts which service each Lot; d) The electrical meter for Shared Facilities shown as SF6 on the Shared Facilities Plan and costs for electrical consumption measured by the Shared Facility; and e) Costs for electrical consumption by the Shared Facility. Electrical infrastructure excludes: <ul style="list-style-type: none"> a) Costs for electrical consumption by an individual Member, Owner or Occupier; b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a Member, Owner or Occupier; and c) Electrical infrastructure exclusively for the operation of the pool pumps, filters and associated equipment. 	2.5%	97.5%	1
SF7	Public Toilets	This Shared Facility is on the Ground Level adjacent to the pool, between Buildings A and D shown as F7 on the Shared Facility Plans:	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 79 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
	Public Toilets (cont.)	a) Access to the Shared Facility; b) Use of the Public Toilets by Owners and Occupiers of Leichhardt Greens as well as their patrons and customers; c) Consumables used at the Shared Facility; d) Electricity and Ventilation costs; e) Cleaning and maintenance; and f) This Shared Facility includes access to and from the Public Toilets using the most direct route.			
SF8	External Lighting	External lighting is the fittings in the Outdoor Areas and areas accessible by the public, and lighting of the external part of the building which is not related to a commercial use. Costs for the external lighting include the cost for light fittings, globes, cables, stands and maintenance.	2.5%	97.5%	1
SF9	Management Services	Facilities management services include the services provided by the Manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the Manager according to their agreement; and b) Other costs incurred by the Management Committee according to its agreement with the Manager.	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 80 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
SF10	Fire Control System	The fire control system is an integrated system located throughout the buildings generally. This Shared Facility includes, without limitation, each of the following items: <ul style="list-style-type: none"> a) Tank and pump room in the Basement Level shown as SF10 on the Shared Facilities Plan and its ventilation system; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system. The sprinkler storage tank is located in the Basement Level and shown as SF10 on the Shared Facilities Plan; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; f) Emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panel located on Ground Level in Building B marked SF10 in the Shared Facilities Plan and mimic panels together with their associated electrical components servicing the tank and pump room; 	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 81 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
	Fire Control System (cont.)	h) The electricity supply to operate the Fire Control System; i) The fire stairs and means of egress providing access to open space; and j) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety. The fire system does not include additional fire safety equipment or services installed by a Member, Owner or Occupier.			
SF11	Gas Infrastructure	This Shared Facility includes: a) The gas meter and regulator located near the north eastern corner of Building A, shown as SF11 on the Shared Facilities Plan; b) The master data logging system for the gas supply to all Lots; c) Main gas regulator; d) Gas pipes, wires, cables and ducts exclusively servicing Shared Facilities and leading to the various buildings; e) Ventilation system; f) Gas pipes, wires, cables and ducts that service more than that one component; and g) Cleaning. Gas infrastructure excludes: a) Costs for gas consumption by an	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 82 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
		individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a Member, Owner or Occupier.			
SF12	Insurance	Costs for insurance include, without limitation: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy or under an existing policy.	Replacement Value	Replacement Value	4
SF13	Electrical Infrastructure Building B	Electrical infrastructure includes: a) The electrical service cupboards located on the Ground Floor of Building B. b) Access to switch rooms; c) All electrical meters and sub-meters located in the switch rooms; d) Electrical wires, cables and ducts in Building B, Ground Floor; and e) Costs for electrical consumed by the Shared Facility.	8%	92%	3

Approved Form 9	Strata Management Statement	Sheet 83 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
SF14	Pest Control	This Shared Facility includes: a) Regular inspections of Shared Facilities for pest infestations; and b) Treatment of Shared Facilities for pests (including preventative treatments).	2.5%	97.5%	1
SF15	Security Services	Security services generally include all security items giving access to the Shared Facilities and vehicular access into the car park levels of the Lots security services include: a) Security guards contracted by the Committee to provide manned security services and patrols for the Lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in Common Property and Shared Facilities; d) Security equipment (for example, computers, monitors) mounting security cameras in Common Property or Shared Facilities; and e) The security access card reader located at the entrance to the car park (if any).	2.5%	97.5%	1
SF16	Sewerage System	The sewerage system includes: a) Sewer pipes, pumps, vent pipes and hydraulic pipes that service the Lots from the boundary trap to the junction point; and b) The sewer pumps located in Basement Level.	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 84 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
	Sewerage System (cont.)	The sewerage system excludes the sewerage components which are located inside each Lot which are for the exclusive use of a Member, an Owner or an Occupier.			
SF17	Signage	Signage includes directional signage for the Lots which are located in or on Shared Facilities. It does not include signage on or within a member's component of a Lot (which only services that component). Costs associated with signage include maintenance, cleaning, repair and lighting (including electricity consumption costs).	2.5%	97.5%	1
SF18	Stormwater System	The stormwater system includes: a) Drainage pump and filtration system located on the Basement Level; b) Stormwater pits; c) Onsite detention tanks; and d) Drainage pipes into the drainage system running under the podium level. All drainage pipes which exclusively service a Lot are not part of the Shared Facility.	2.5%	97.5%	1
SF19	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 85 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
		manager; c) Audit fees incurred by the Management Committee; and d) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.			
SF20	Public Access Area	The Public Access Area is part of the Ground Floor area of Commercial Lot and Residential Lot, which is external to Buildings, shown as SF20 on the Shared Facilities Plan. The costs for this Shared Facility include, but are not limited to, the costs for: a) Maintaining, repairing and replacing the paved areas of the Public Access Area; b) Landscaping the Public Access Area; c) Maintaining, repairing, servicing landscape gardens for the Public Access Area; d) Service agreements between landscaping agents, companies and landscaping service providers for the Public Access Area; e) Servicing, maintaining, repairing and replacing any irrigation system for the Public Access Area; f) Maintaining, installing, repairing and replacing any public seating for the Public Access Area; g) Maintaining, repairing and servicing the public area bins for the Public Access Area;	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 86 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
	Public Access Area (continued)	h) Maintaining, repairing and replacing the fire protection, security systems and lighting systems for the Public Access Area; i) Structural repairs for the Public Access Area; and j) Capital expenditure to the Public Access Area.			
SF21	Common Access Areas	Common Access Areas include: a) The corridors, the stairwell and access areas on Basement Level for the purpose of allowing the Commercial Lot access to the stairwell and the lift lobby forming part of the Residential Lot and to the Commercial Lot Recycling and General Waste Room; b) The stairwells and Ground Level of Building B for the purpose of allowing the Residential Lot access to the stairwell on Level and above and the public access area being part of the Commercial Lot; c) The eastern ground level lobby of Building B for the purpose of allowing the Commercial Lot access to lift; and d) Common Access Areas are marked SF21 on the Shared Facilities Plan.	2.5%	97.5%	1
SF22	Telecommunication System	The Telecommunication System includes the: a) Telecommunication room located on Basement Level below Building D, marked SF22 on the Shared Facilities Plan; b) The computer electrical cables servicing the room;	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 87 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	


SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
	Telecommunication System (cont.)	c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member; d) Lighting in the telecommunication room; e) Ventilation system for the telecommunication room; and f) All electricity consumption required to operate the telecommunication system.			
SF23	Loading Dock	<p>The loading dock is located on the Ground Floor of Building B and is marked SF23 on the Shared Facilities Plan.</p> <p>The loading dock can be used by all members for the loading and unloading of goods, furniture and consumables required to operate business or furnish an apartment.</p> <p>The loading dock can also be used as a collection point for the residential and retail refuse bins so that they can be emptied by a refuse collection service.</p> <p>The costs of operating the Loading Dock and its maintenance are included in this Shared Facility.</p>	2.5%	97.5%	1
SF24	Lift Access to Car Park	<p>The Commercial Lot requires access between the Basement Levels and Ground Floor of Building B and are allowed to use the lifts marked SF24 on these levels and includes the cost of operating maintaining the lifts and the basement and ground floor lift lobbies.</p>	8%	92%	3

Approved Form 9	Strata Management Statement	Sheet 88 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
SF25	Car Hire Spaces	This Shared Facility is 1 car parking space on basement level 2 adjacent to the access ramp marked SP 25 on the Shared Facility plan and includes: <ul style="list-style-type: none"> a) Access to the carpark via the stairs marked SF25 and the Ground Level Shared Facility plan; and b) Maintenance of the car parking space and access stairs and door to carpark. This Shared Facility excludes: <ul style="list-style-type: none"> a) Any operational costs of the car share provider; and b) Any infrastructure installed exclusively for care share provider. The car space in this shared facility has been allocated for car share parking in accordance with condition 86 of the Development Approval D/2013/713.	4%	96%	2
SF26	Environmental Management Plan (EMP)	This Shared Facility includes any action required by the Environmental Management Plan in accordance with Leichhardt Council Development Consent D/2013/713. The requirements include: <ul style="list-style-type: none"> a) Establishment and contribution to a fund to allow for emergency rectification in the event of a failure of the ground water remediation system; b) Any costs incurred in the creation and management of the fund; c) Inspection and certification of the ground water treatment system by a suitably qualified person once every six months. 	2.5%	97.56%	1

Approved Form 9	Strata Management Statement	Sheet 89 of 95 sheets
Registered:	Office Use Only	Office Use Only
 30.1.2018	SP96243	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Retail Building Stratum Lot 2	Residential Building Stratum Lot 1	
	Environmental Management Plan (EMP) (cont.)	This certification is to be provided to Council after each inspection confirming the ground water treatment system is operational and adequate; and d) All costs of the inspection and certification of the ground water treatment system as described in (c).			
SF27	External Cleaning	This Shared Facility includes all costs incurred by the Management Committee to clean the external parts of the buildings, including in inaccessible windows. This Shared Facility excludes shop front windows.	2.5%	97.5%	1

Approved Form 9	Strata Management Statement	Sheet 90 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only SP96243

SECTION 18 – COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2


The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

The relative proportion that the floor area of each Lot to the total floor area of Building B.


Method 4

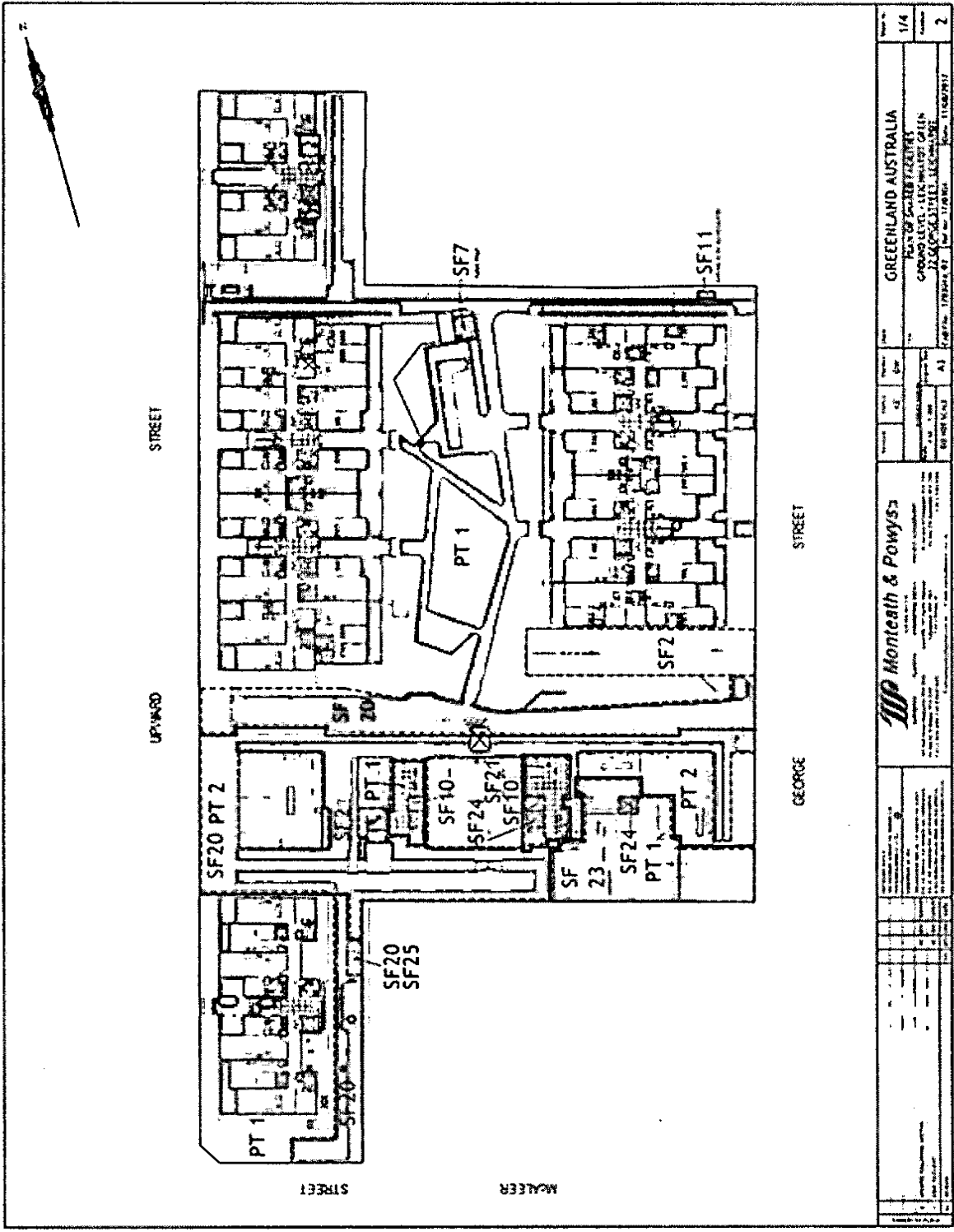
Proportion based on the relative replacement cost value of each Stratum Lot as required by the Strata Schemes Management Act 2015.

Approved Form 9	Strata Management Statement	Sheet 91 of 95 sheets
Registered:  30.1.2018	Office Use Only SP96243	


Schedule 2

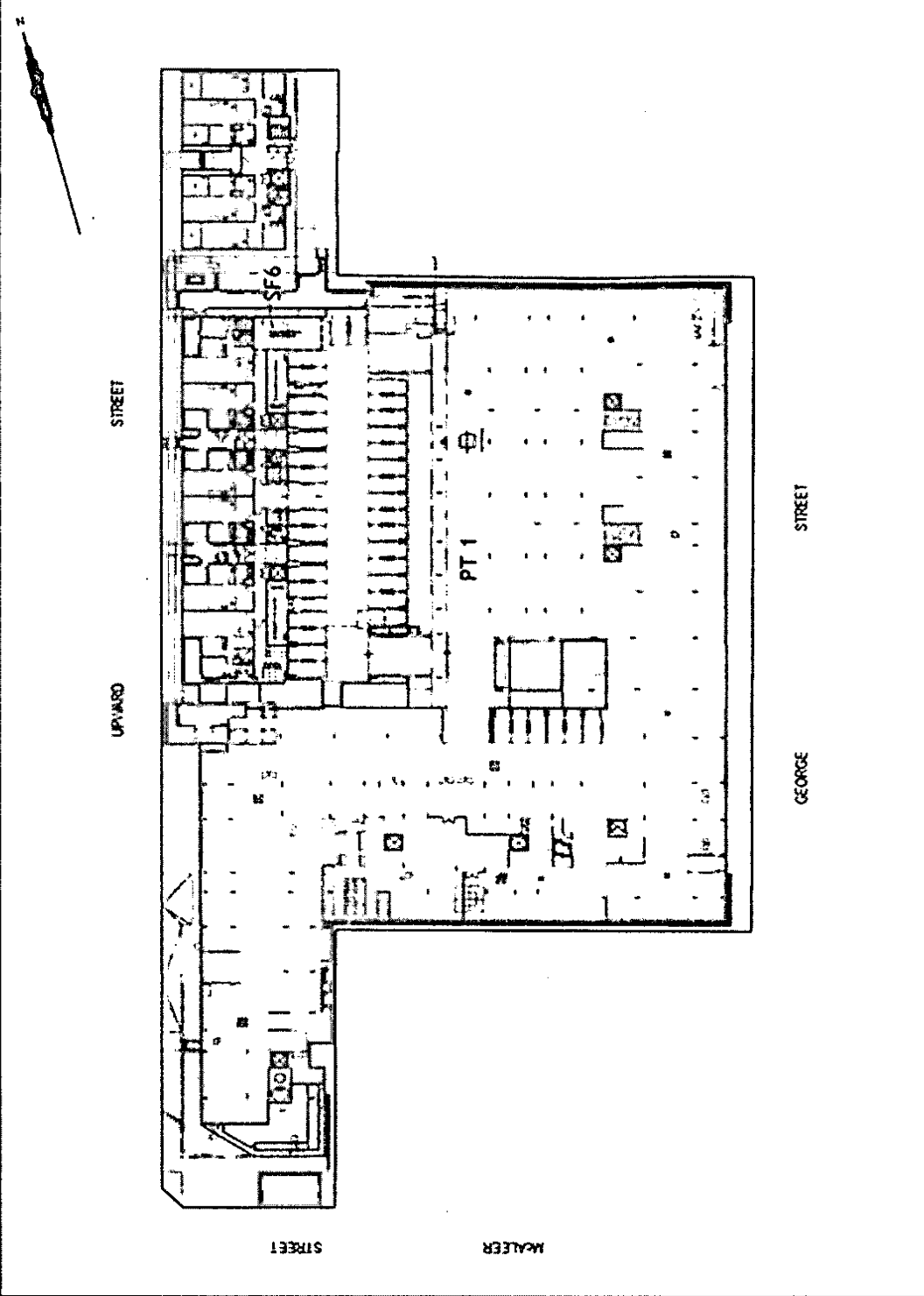
Shared Facilities Plan

Approved Form 9	Strata Management Statement	Sheet 92 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only
<h1>SP96243</h1>		



Scale	1/4
Sheet	2
GREENLAND AUSTRALIA 12/26/2018 11:48:07 AM 12/26/2018 11:48:07 AM 12/26/2018 11:48:07 AM	
Monteath & Powys	
12/26/2018 11:48:07 AM	

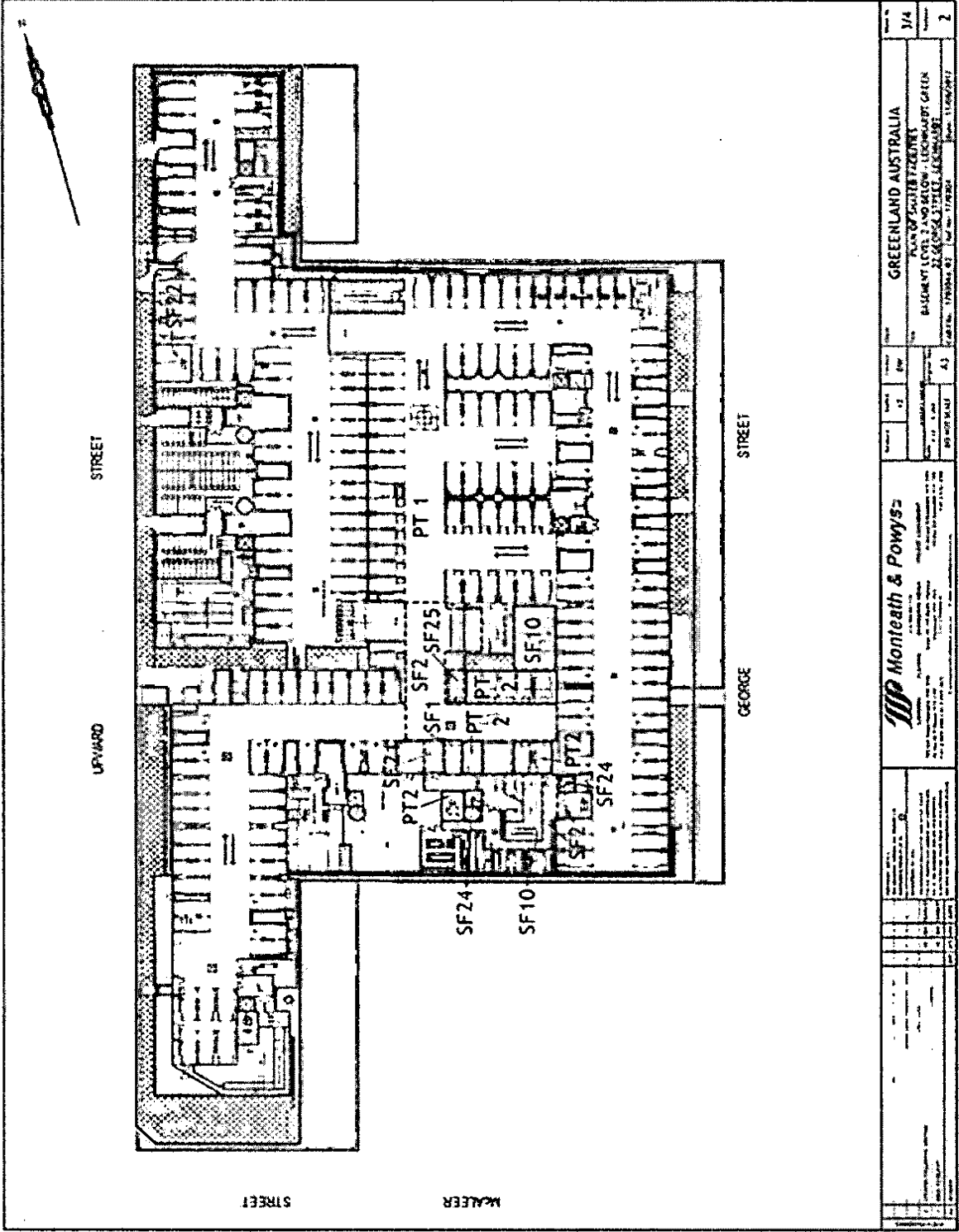
Approved Form 9	Strata Management Statement	Sheet 93 of 95 sheets
Registered:  30.1.2018	Office Use Only	Office Use Only
		SP96243




GREENLAND AUSTRALIA 15/157 KATE ST BALMAIN NSW 1545 Tel: (02) 9550 1111 Fax: (02) 9550 1112 Email: info@greenland.com.au
Monteath & Powys Chartered Surveyors 157-159 KATE STREET BALMAIN NSW 1545 Tel: (02) 9550 1111 Fax: (02) 9550 1112 Email: info@monteath.com.au

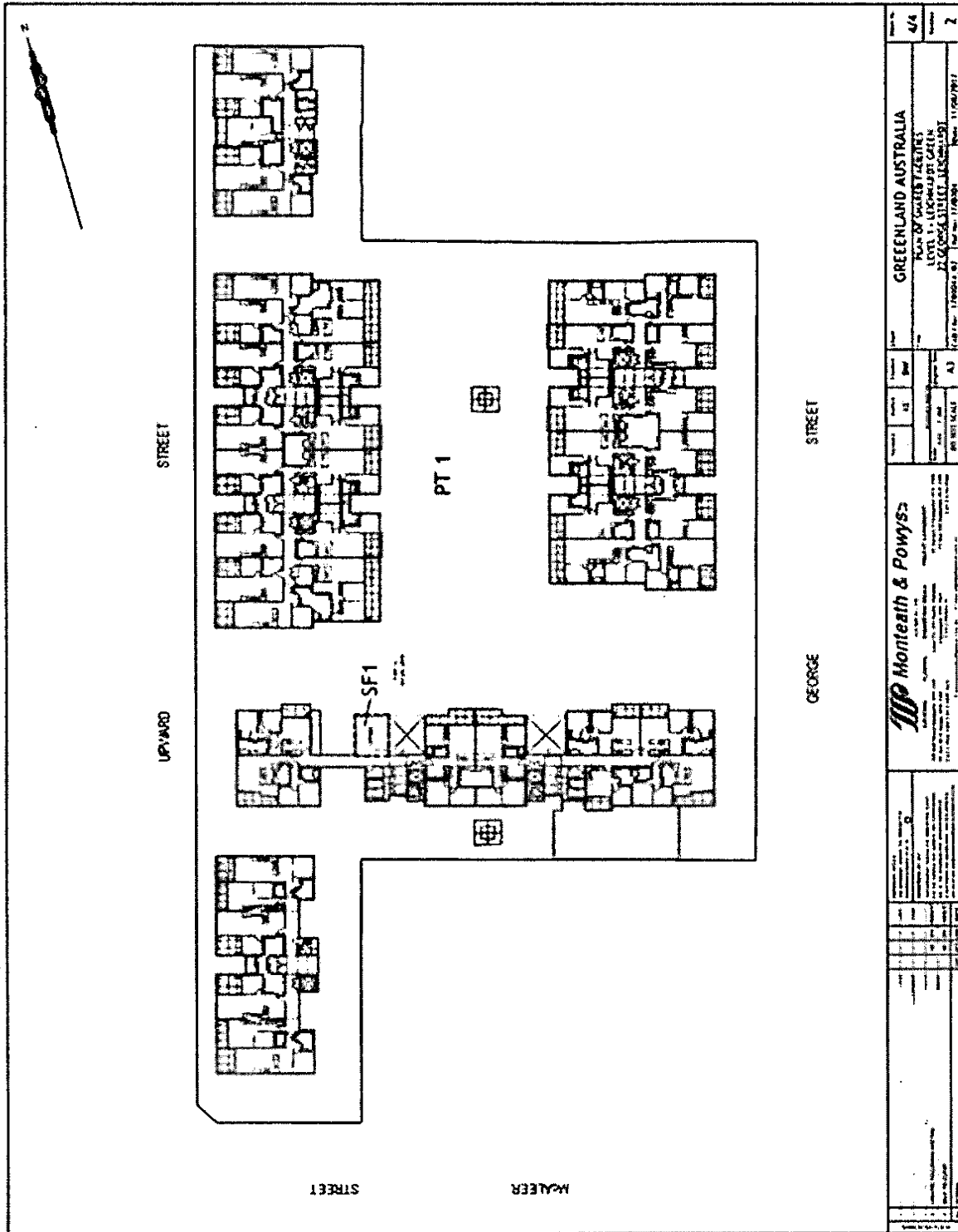
2/A 2
15/157 KATE ST BALMAIN NSW 1545

Approved Form 9	Strata Management Statement	Sheet 94 of 95 sheets
Registered: 30.1.2018	Office Use Only	Office Use Only
		SP96243



	GREENLAND AUSTRALIA PLAN OF SUBDIVISION BALCONY LEVEL 2 AND BELOW - LEICHHARDT GREEN 22 GEORGE STREET, SYDNEY NSW DATE: 17/02/2016 DRAWING NO: 11/000/0417
PROJECT NO: 11/000/0417 DRAWING NO: 11/000/0417	SHEET NO: 1/4 OF 2
DRAWN BY: [Name] CHECKED BY: [Name]	SCALE: AS SHOWN DATE: 17/02/2016

Approved Form 9	Strata Management Statement	Sheet 95 of 95 sheets
Registered:	Office Use Only	a Only
 30.1.2018	SP96243	



GREENLAND AUSTRALIA	
PLAN BY GREENLAND AUSTRALIA LEVEL 1 - LEICHHARDT GREEN 27 GEORGE STREET, LEICHHARDT NSW	
DATE	2
DRAWN BY	4/4
GREENLAND AUSTRALIA 110/112 WILSON STREET, SYDNEY NSW 2000 PH: (02) 9550 1100 FAX: (02) 9550 1101 WWW.GREENLANDAUSTRALIA.COM.AU	
 Monteath & Powys ARCHITECTS 100/102 WILSON STREET, SYDNEY NSW 2000 PH: (02) 9550 1100 FAX: (02) 9550 1101 WWW.MONTEATHANDPOWYS.COM.AU	

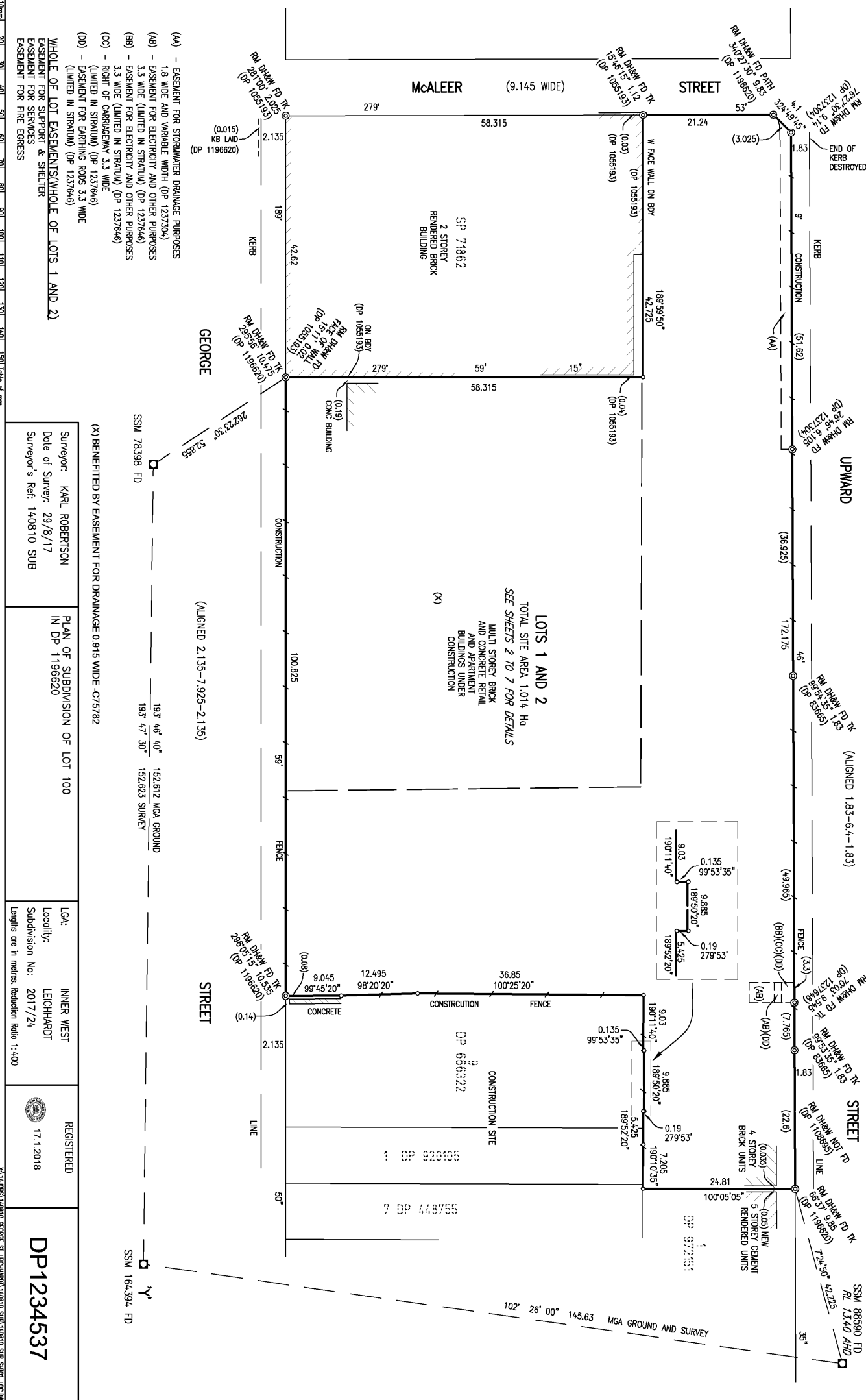
MARK	EAST	NORTH	ZONE	CLASS ORDER	R.L.	CLASS ORDER
SSM 88590	328 740.980	6 248 788.691	B	2	13.40	0
SSM 78398	328 846.844	6 248 609.122	B	2	12.86	0
SSM 164394	328 883.187	6 248 757.336	B	2	16.79	0

SOURCE: MGA COORDINATES ADOPTED FROM SONS 29/8/2017
COMBINED SCALE FACTOR 0.999985

ORIGIN OF LEVELS SSM 88590 RL 13.40 AHD

THIS SHEET DETAILS THE SURROUND SURVEY
LOTS 1 AND 2 ARE STRATUM LOTS PARTLY LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN ON SHEETS 2 TO 7

LOT No	FOOTPRINT AREA
1	1,014 Ha
2	1773m ²



LOTS 1 AND 2
TOTAL SITE AREA 1,014 Ha
SEE SHEETS 2 TO 7 FOR DETAILS

- (AA) - EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE AND VARIABLE WIDTH (OP 1237304)
- (AB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (OP 1237646)
- (BB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (OP 1237646)
- (CC) - RIGHT OF CARBARRAGEWAY 3.3 WIDE (LIMITED IN STRATUM) (OP 1237646)
- (DD) - EASEMENT FOR EARTHING RODS 3.3 WIDE (LIMITED IN STRATUM) (OP 1237646)
- (OO) - EASEMENT FOR STRATUM (OP 1237646)

(X) BENEFITED BY EASEMENT FOR DRAINAGE 0.915 WIDE -C75782

WHOLE OF LOT EASEMENTS(WHOLE OF LOTS 1 AND 2)
EASEMENT FOR SUPPORT & SHELTER
EASEMENT FOR SERVICES
EASEMENT FOR FIRE EGRESS

Surveyor: KARL ROBERTSON
Date of Survey: 29/8/17
Surveyor's Ref: 140810 SUB

PLAN OF SUBDIVISION OF LOT 100
IN DP 1196620

LGA: INNER WEST
Locality: LEICHHARDT
Subdivision No: 2017/24
Lengths are in metres. Reduction Ratio 1:400

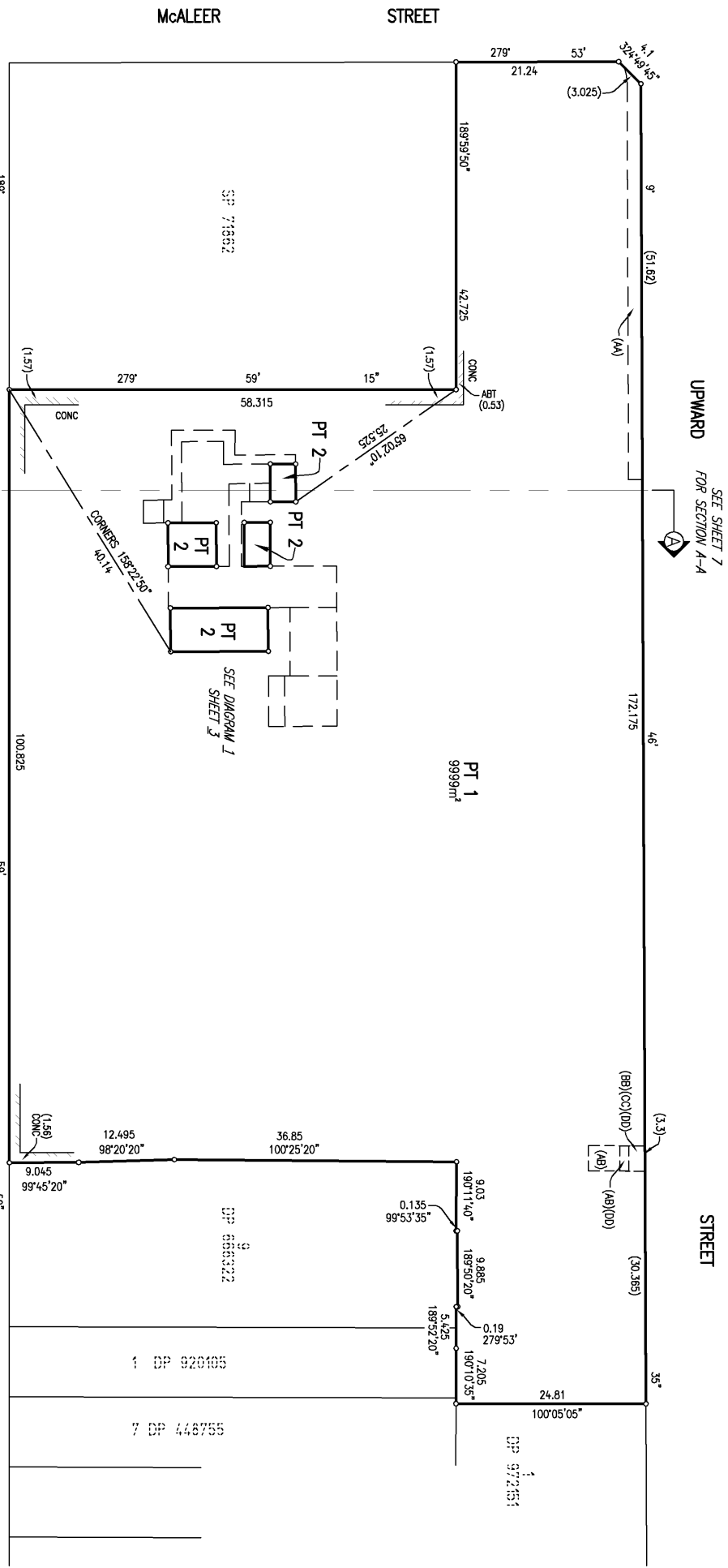
REGISTERED
17.1.2018
DP1234537

Scale: 1:400

LOWER GROUND LEVEL, BASEMENT LEVEL 1, BASEMENT LEVEL 2 AND BELOW

LOTS SHOWN ON THIS SHEET ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON GROUND LEVEL ON SHEET 4

M.G.A.



- (AA) - EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE AND VARIABLE WIDTH (DP 1237304)
- (AB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (DP 1237646)
- (BB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (DP 1237646)
- (CC) - RIGHT OF CARRIAGEWAY 3.3 WIDE (LIMITED IN STRATUM) (DP 1237646)
- (DD) - EASEMENT FOR EARTHING RODS 3.3 WIDE (LIMITED IN STRATUM) (DP 1237646)

SEE SHEET 7 FOR SECTION A-A

Surveyor: KARL ROBERTSON Date of Survey: 29/8/17 Surveyor's Ref: 140810 SUB	PLAN OF SUBDIVISION OF LOT 100 IN DP 1196620
---	---

LGA: INNER WEST
 Locality: LEICHHARDT
 Subdivision No: 2017/24
 Lengths are in metres. Reduction Ratio 1:400

REGISTERED
 17.1.2018

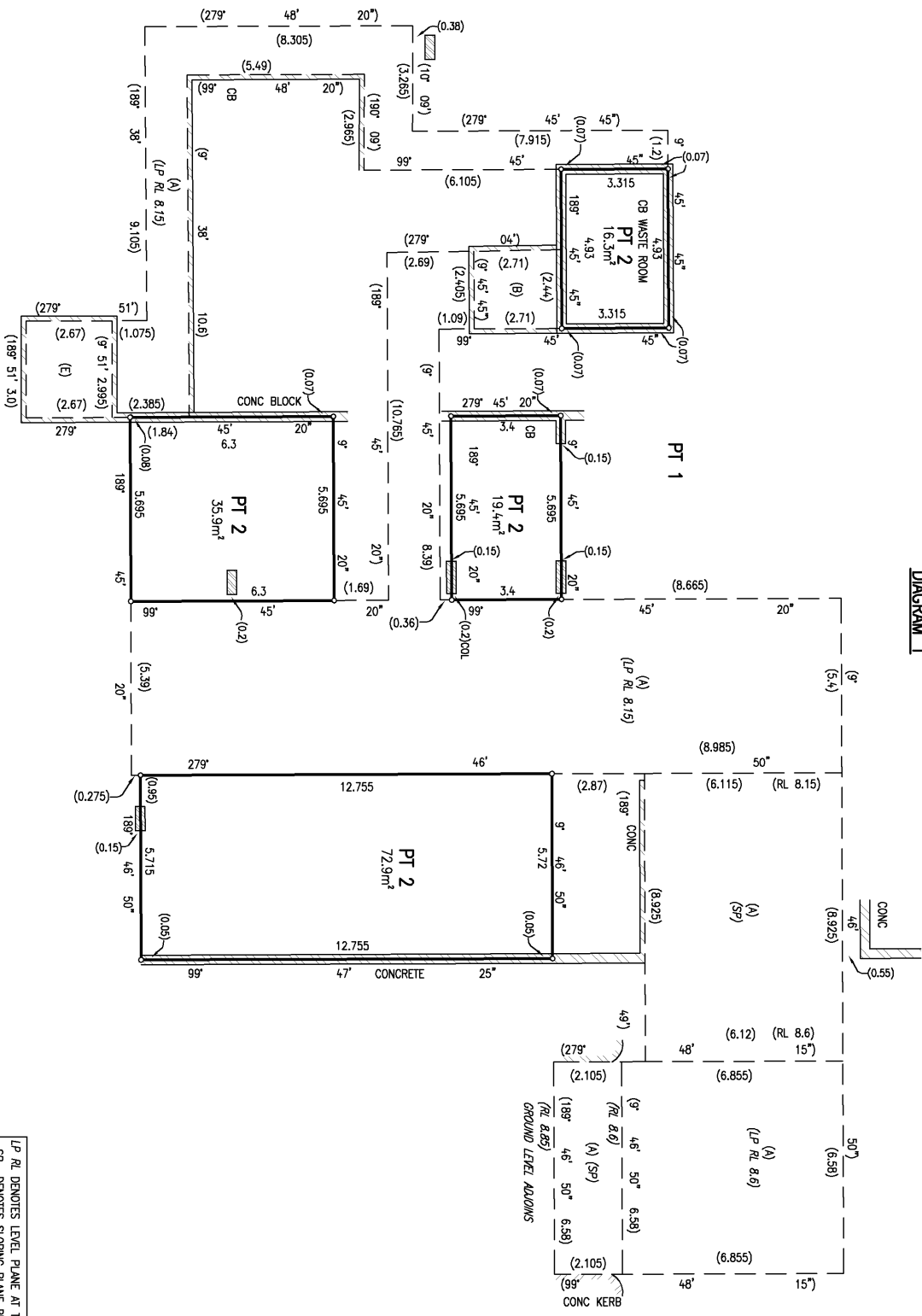
DP1234537

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

LOWER GROUND LEVEL, BASEMENT LEVEL 1, BASEMENT LEVEL 2 AND BELOW

LOTS SHOWN ON THIS SHEET ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON GROUND LEVEL ON SHEET 4 UNLESS OTHERWISE NOTED. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL

DIAGRAM 1



LP RL DENOTES LEVEL PLANE AT THE NOTED RL
 SP DENOTES SLOPING PLANE BETWEEN THE NOTED RLs

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (A)
- LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AND LIMITED IN HEIGHT TO 2.4 METRES ABOVE THESE PLANES.
- (B) RIGHT TO USE LIFT VARIABLE WIDTH (B)(LIMITED IN STRATUM)
- (E) RIGHT TO USE GOODS LIFT VARIABLE WIDTH (E) (LIMITED IN STRATUM)

Surveyor: KARL ROBERTSON Date of Survey: 29/8/17 Surveyor's Ref: 140810 SUB	PLAN OF SUBDIVISION OF LOT 100 IN DP 11996620	LGA: INNER WEST Locality: LEICHHARDT Subdivision No: 2017/24 Lengths are in metres. Reduction Ratio 1:100	REGISTERED 17.1.2018	DP1234537
---	--	--	-------------------------	-----------

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

M.G.A.



SCHEDULE OF SHORT OF LINES

NO	BEARING	DIST
10	(279°46'25")	(1.88)
11	(089°46'35")	(1.88)
12	(279°46'25")	(1.88)

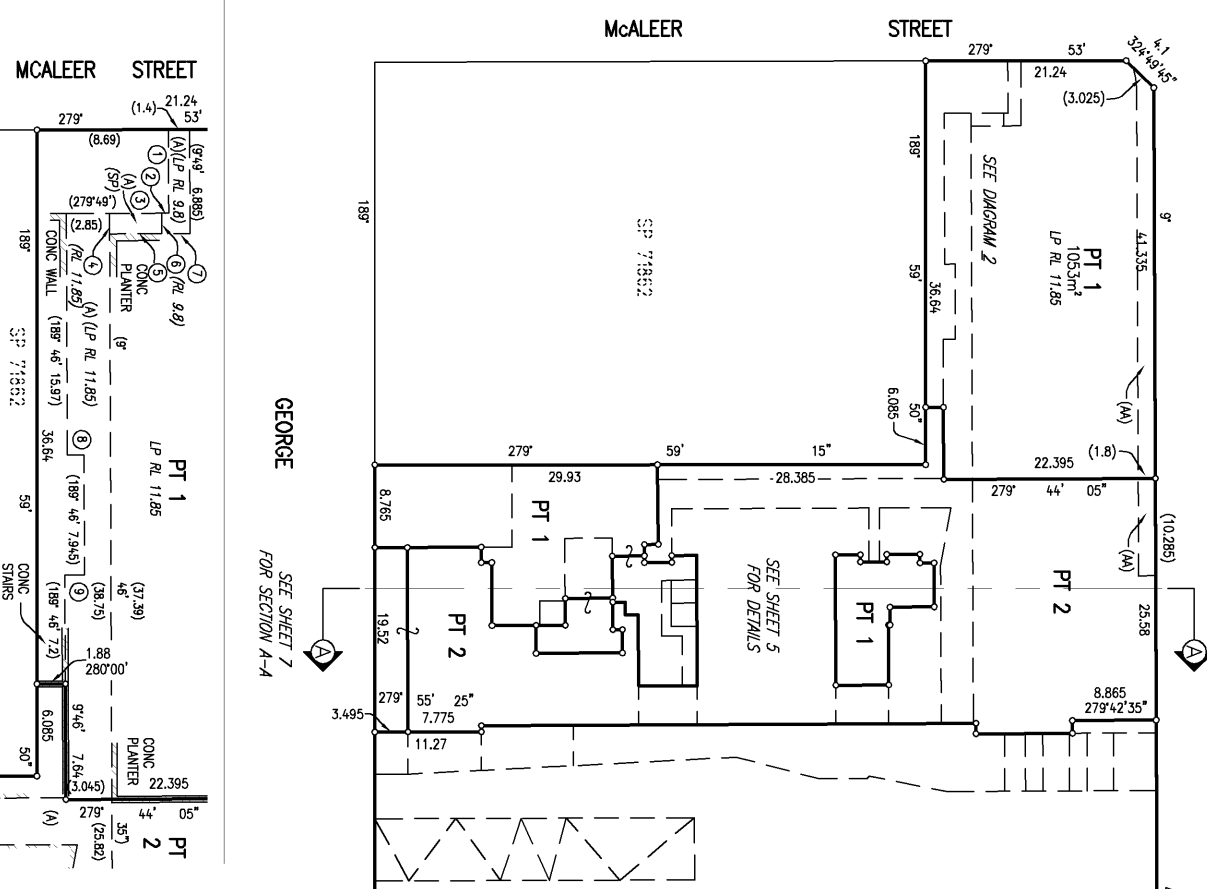
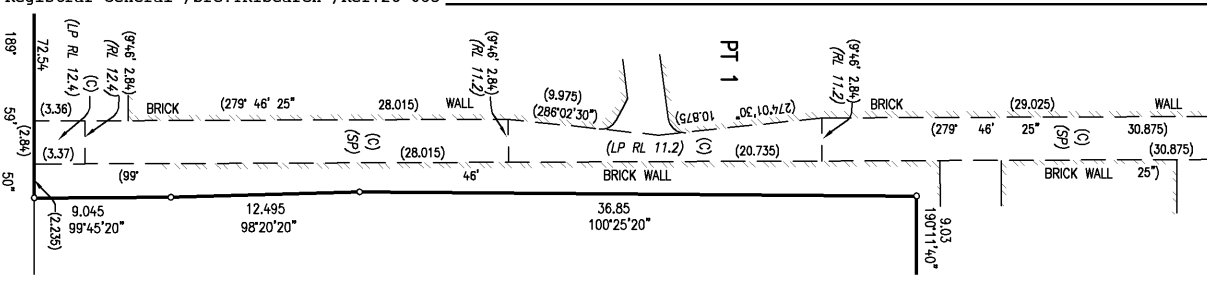
LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 AND ABOVE ON SHEET 6 UNLESS OTHERWISE NOTED. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL.

GROUND LEVEL

SEE SHEET 7 FOR SECTION A-A

STREET

M.G.A.



SCHEDULE OF SHORT LINES

NO	BEARING	DIST
1	(189°49')	(5.585)
2	(279°49')	(0.45)
3	(279°49')	(2.435)
4	(074°35')	(1.38)
5	(07°49')	(2.435)
6	(07°49')	(1.38)
7	(07°49')	(1.85)
8	(09°46')	(1.1)
9	(279°49')	(1.3)

LP RL DENOTES LEVEL PLANE AT THE NOTED RL
SP DENOTES SLOPING PLANE BETWEEN THE NOTED RLs

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (A) LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AND LIMITED IN HEIGHT TO 2.4 METRES ABOVE THESE PLANES
- (C) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (C) LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE PLANES
- (AA) - EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE AND VARIABLE WIDTH (DP 1237504)
- (AB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (DP 1237646)
- (CC) - RIGHT OF CARRIAGEWAY 3.3 WIDE (LIMITED IN STRATUM) (DP 1237646)

Surveyor: KARL ROBERTSON
Date of Survey: 29/8/17
Surveyor's Ref: 140810 SUB

PLAN OF SUBDIVISION OF LOT 100
IN DP 1196620

LGA: INNER WEST
Locality: LEICHHARDT
Subdivision No: 2017/24
Lengths are in metres. Reduction Ratio 1:400

REGISTERED
17.1.2018

DP1234537

Diagram 1: 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Office of the Registrar-General / Src: TRISearch / Ref: 26-085

SCHEDULE OF LINES			
NO	BEARING	DIST	
13	279°43'	1.01	
14	100°02'30"	1.34	
15	189°40'	1.385	
16	99°57'	1.385	
17	95°7'	1.81	
18	95°7'	0.705	
19	95°7'	1.085	
20	(99°52')	(2.18)	
21	(279°52')	(2.725)	
22	(9°46')	(4.885)	
23	(99°46')	(2.73)	

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 6 UNLESS OTHERWISE NOTED. EASEMENTS ARE LIMITED IN STRATHUM TO THE STRATHUM LIMITS OF THE BURDENED LOTS ON THIS LEVEL

GROUND LEVEL

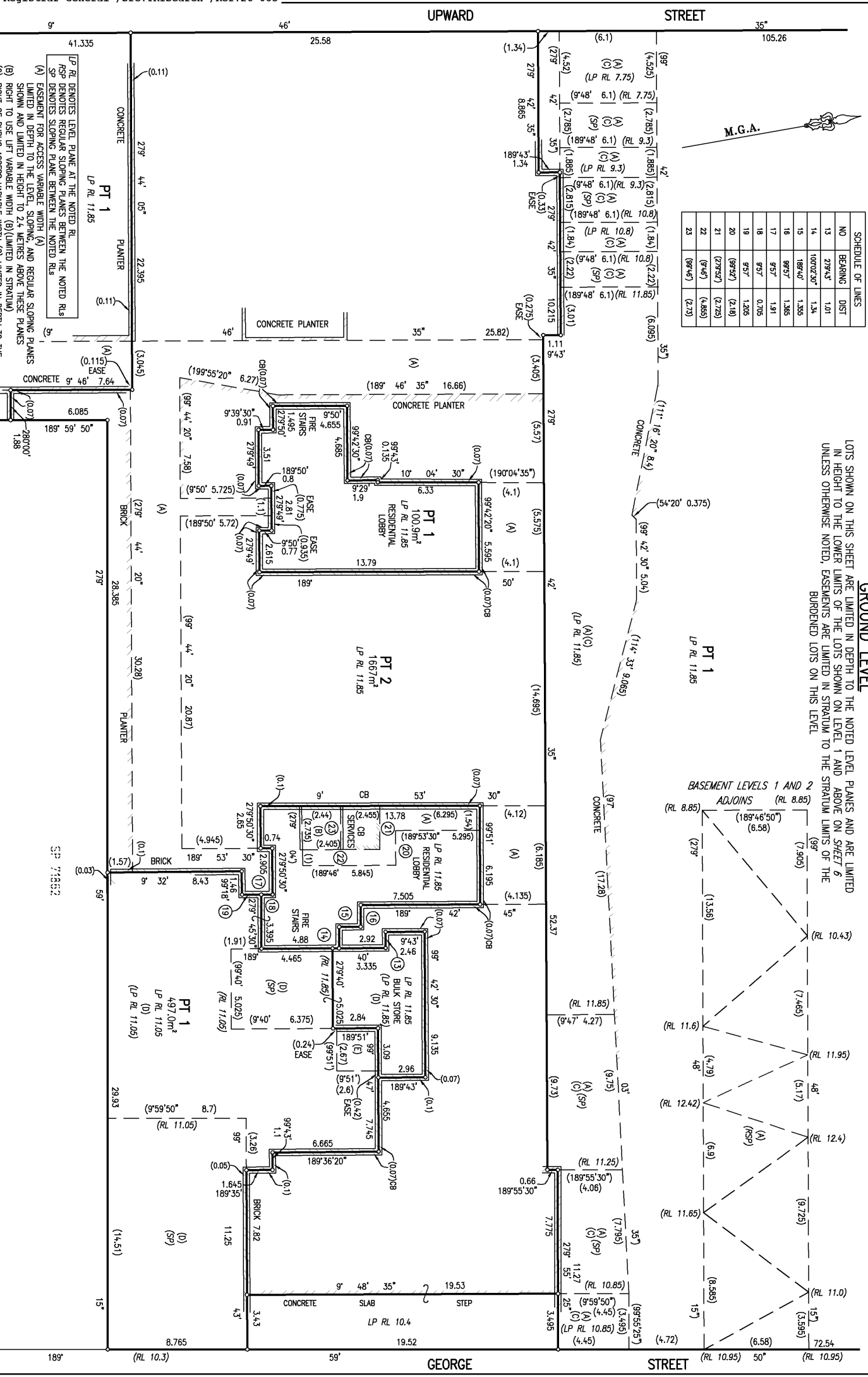


DIAGRAM 1 SHEET 4 ADJOINS

Surveyor: KARL ROBERTSON
 Date of Survey: 29/8/17
 Surveyor's Ref: 140810 SUB

PLAN OF SUBDIVISION OF LOT 100
 IN DP 1196620

LGA: INNER WEST
 Locality: LEICHHARDT
 Subdivision No: 2017/24

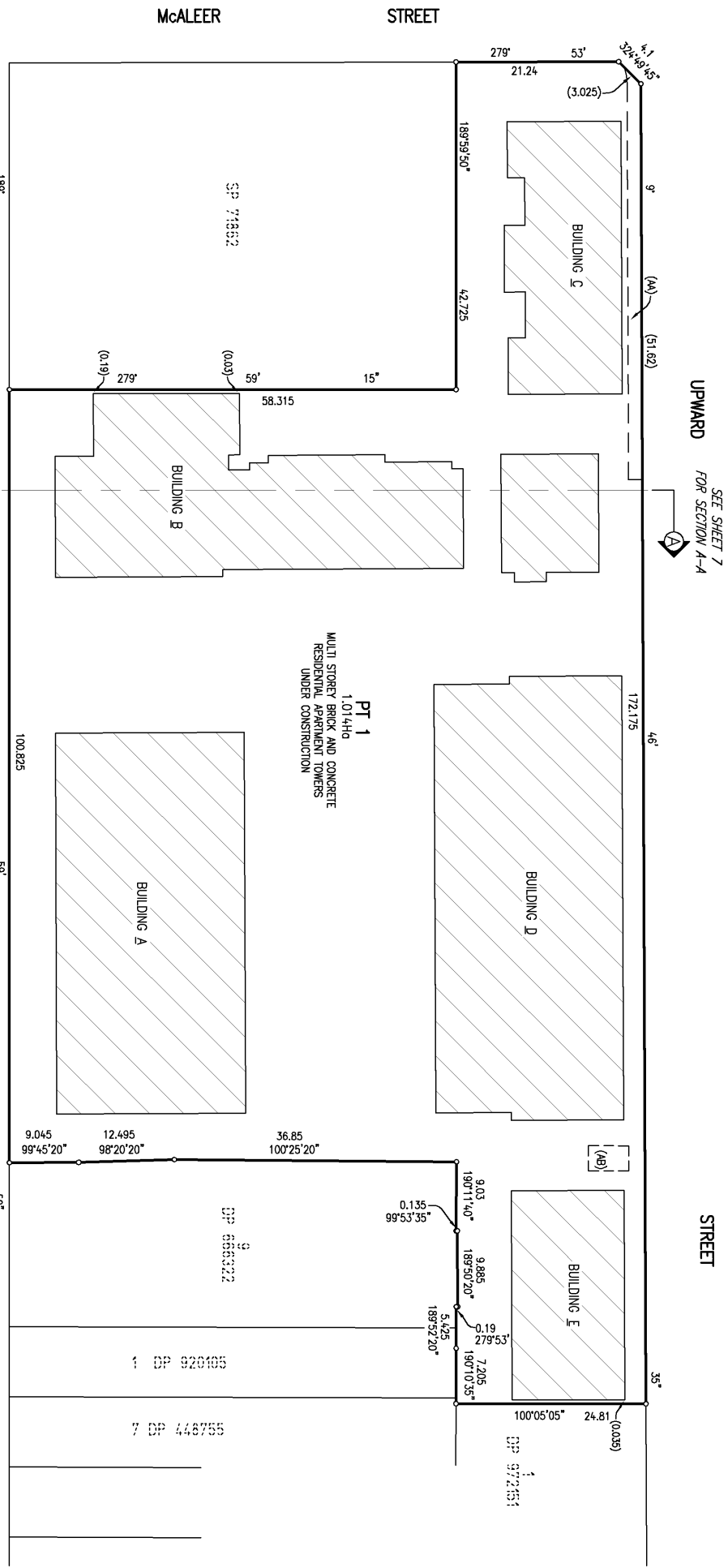
REGISTERED
 17.1.2018

DP1234537

Lengths are in metres. Reduction Ratio 1:150

LEVEL 1 AND ABOVE
 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANE RL 15.4
 AND ARE UNLIMITED IN HEIGHT

M.G.A.



SEE SHEET 7
 FOR SECTION A-A

SEE SHEET 7
 FOR SECTION A-A

- (AA) - EASEMENT FOR STORMWATER DRAINAGE PURPOSES
 1.8 WIDE AND VARIABLE WIDTH (DP 1237304)
- (AB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
 3.3 WIDE (LIMITED IN STRATUM) (DP 1237646)

Surveyor: KARL ROBERTSON
 Date of Survey: 29/8/17
 Surveyor's Ref: 140810 SUB

PLAN OF SUBDIVISION OF LOT 100
 IN DP 1196620

LGA: INNER WEST
 Locality: LEICHHARDT
 Subdivision No: 2017/24
 Lengths are in metres. Reduction Ratio 1:400

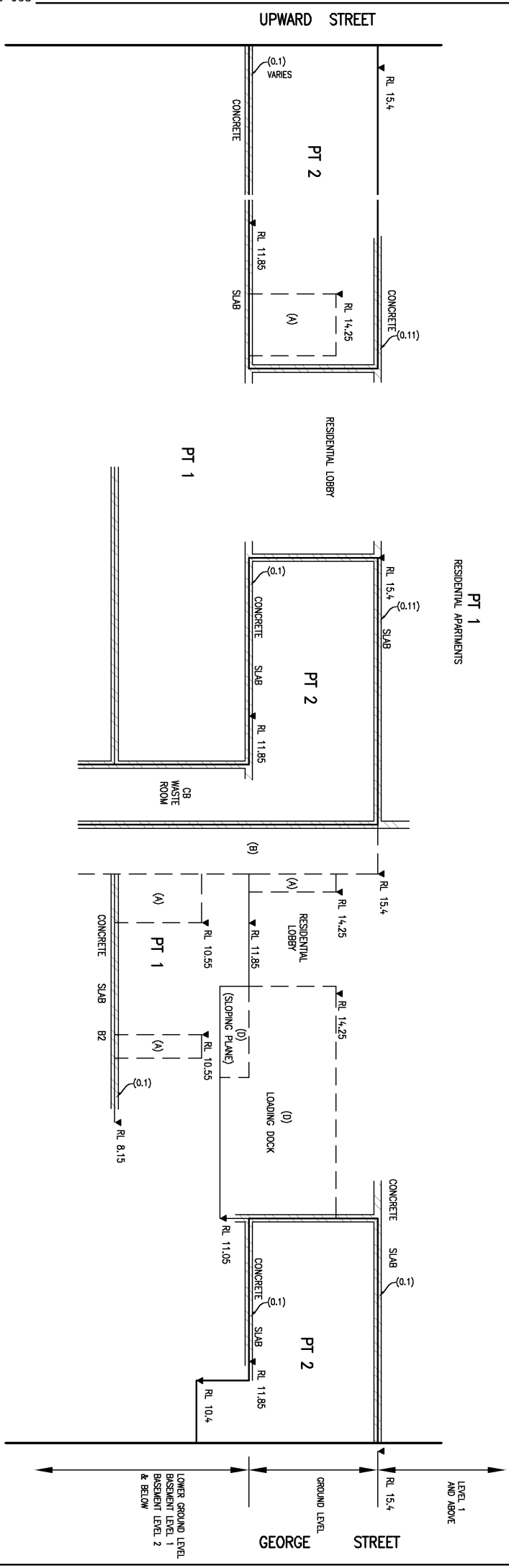
REGISTERED
 17.1.2018

DP1234537

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

SECTION A-A

HORIZONTAL 1:150
VERTICAL 1:75



- (A) EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
- (B) RIGHT TO USE LEFT VARIABLE WIDTH (B)(LIMITED IN STRATUM)
- (D) RIGHT TO USE LOADING DOCK VARIABLE WIDTH (D)(LIMITED IN STRATUM)

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

Surveyor: KARL ROBERTSON
 Date of Survey: 29/8/17
 Surveyor's Ref: 140810 SUB

PLAN OF SUBDIVISION OF LOT 100
 IN DP 1196620

LGA: INNER WEST
 Locality: LEICHHARDT
 Subdivision No: 2017/24
 Lengths are in metres. Reduction Ratio 1:AS SHOWN

REGISTERED
 17.1.2018


DP1234537

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  17.1.2018
 Title System: TORRENS
 Purpose: SUBDIVISION

DP1234537

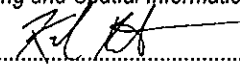
PLAN OF SUBDIVISION OF LOT 100
 IN DP 1196620

LGA: INNER WEST
 Locality: LEICHHARDT
 Parish: PETERSHAM
 County: CUMBERLAND


Crown Lands NSW/Western Lands Office Approval

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

Survey Certificate

I, **KARL ROBERTSON**.....
 of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that
 *(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on: **29/8/2017**
~~*(b) The part of the land shown in the plan (being/excluding^.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.~~
 *(c) The land shown in this plan was compiled in accordance with the ~~*Surveying and Spatial Information Regulation 2012*~~.
 Signature:  Dated: **28/9/17**
 Surveyor ID: **7835**
 Datum Line: **'X' - 'Y'**
 Type: *Urban/*Rural-
 The terrain is *Level-Undulating /*Steep-Mountainous-
 *Strike through if inapplicable.
 *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, **Maurice Mersante**.....
 *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: **Inner West Council**
 Date of Endorsement: **22/12/2017**
 Subdivision Certificate no: **2017/24**
 File number:
 *Strike through if inapplicable

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

Plans used in the preparation of survey/compilation-

DP 1196620
 DP 1055193

If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: **140810 SUB**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  17.1.2018

DP1234537

PLAN OF SUBDIVISION OF LOT 100
IN DP 1196620

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 2017/24

Date of Endorsement: 22/12/2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	N/A	N/A	N/A	LEICHHARDT
2	N/A	N/A	N/A	LEICHHARDT

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

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR FIRE EGRESS (WHOLE OF LOT)
4. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
5. RIGHT TO USE LIFT VARIABLE WIDTH (B) (LIMITED IN STRATUM)
6. RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (C) (LIMITED IN STRATUM)
7. RIGHT TO USE LOADING DOCK VARIABLE WIDTH (D) (LIMITED IN STRATUM)
8. RIGHT TO USE GOODS LIFT VARIABLE WIDTH (E) (LIMITED IN STRATUM)
9. POSITIVE COVENANT (OSD SYSTEM)
10. RESTRICTION ON THE USE OF LAND (OVERLAND FLOW)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 SUB


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  17.1.2018

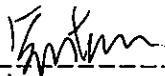
PLAN OF SUBDIVISION OF LOT 100
IN DP 1196620

DP1234537

Subdivision Certificate No: 2017/124
Date of Endorsement: 22/12/2017

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED BY
GREENLAND (SYDNEY)
GEORGE STREET DEVELOPMENT PTY LTD
ACN 168 585 573
IN ACCORDANCE WITH SECTION 127 OF THE
CORPORATIONS ACT



Director Signed



Director/Secretary Signed

Xiaohua Luo

Director(Print Name)

Xinmei Wang

Director/Secretary (Print Name)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 SUB

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  17.1.2018

PLAN OF SUBDIVISION OF LOT 100
IN DP 1196620

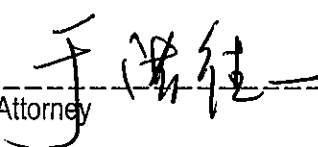
DP1234537

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

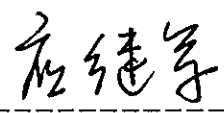
Subdivision Certificate No: 2017/21

Date of Endorsement: 22/12/2017

EXECUTED BY
 BANK OF COMMUNICATIONS CO LTD
 ARBN 137 909 963
 BY ITS ATTORNEY UNDER POWER OF ATTORNEY
 DATED 1 March 2017
 BOOK 4724 NUMBER 661


 Signed Attorney

HONG DE YU
 Attorney Print Name


 Signed Witness

Jijun Ying
 Witness Print Name

Witness Address:
Level 27, 363 George Street,
Sydney NSW 2000

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 SUB

STRATUM
Inner West Council

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

ePlan
(Sheet 1 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

Part 1 – Creation

Number of item shown in the intention panel on the plan:	Identity of easement, profit a 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 2 Lot 1
2	Easement for services (whole of lot)	Lot 1 Lot 2	Lot 2 Lot 1
3	Easement for fire egress (whole of lot)	Lot 1 Lot 2	Lot 2 Lot 1
4	Easement for access variable width (A) (limited in stratum)	Lot 1 Lot 2	Lot 2 Lot 1
5	Right to use lift variable width (B) (limited in stratum)	Lot 1	Lot 2



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

Lengths are in metres

ePlan
 (Sheet 2 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
 (ACN 168 585 573)
 Suite 201, part Level 2, 233 Castlereagh Street,
 Sydney NSW 2000

Number of item shown in the intention panel on the plan:	Identity of easement, profit a 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	Right of public access variable width (C) (limited in stratum)	Lot 1	Inner West Council
7	Right to use loading dock variable width (D) (limited in stratum)	Lot 1	Lot 2
8	Right to use goods lift variable width (E) (limited in stratum)	Lot 1	Lot 2
9	Positive covenant (OSD system).	Lot 1 Lot 2	Inner West Council
10	Restriction on the use of land (overland flow)	Lot 1 Lot 2	Inner West Council



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

Lengths are in metres

ePlan
(Sheet 3 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

Part 2 – Terms

1 Definitions and interpretation

1.1 Definitions

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

- (a) **Authorised User** means every other person authorised by the Grantee, the Grantor or Council, as applicable, for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes the employees, agents, contractors, licensees and invitees of the Grantee or Grantor, as applicable and, in the case of the Grantor only, includes the Grantor's tenants and any subtenants.
- (b) **Authority** means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
- (c) **Council** means Inner West Council.
- (d) **Easement Site** means, in relation to an easement in this instrument, the site of that easement as identified on the Plan.
- (e) **Grantee** means the registered proprietor or mortgagee in possession of the Lot Benefited.
- (f) **Grantor** means the registered proprietor or mortgagee in possession of the Lot Burdened.
- (g) **Lot** means a Lot as shown in the Plan.
- (h) **Lot Benefited** means a Lot benefited by an easement, positive covenant or restriction on use in this instrument.
- (i) **Lot Burdened** means a Lot burdened by an easement, positive covenant or restriction on use in this instrument.
- (j) **OSD** means on-site stormwater detention facilities shown in Project No 26553-3-Syd Drawing Number C-400 (Rev 1) and Project No 26553-3-Syd Drawing Number C-610 (Rev 2).
- (k) **OSR** means on-site retention/re-use facilities shown in Project No 26553-3-Syd Drawing Number C-400 (Rev 1) and Project No 26553-3-Syd Drawing Number C-610 (Rev 2).
- (l) **Overland Flow Path Drawings** means:
 - (1) the architectural drawing by Bates Smart showing both the temporary overland structures and the future operational flow path in drawing

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

Lengths are in metres

ePlan
(Sheet 4 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

-
- number SK-124 revision F 'Overland Flow path' plot date 14/12/2017 10:48:07 AM;
- (2) the landscape drawings by Arcadia showing:
- (A) the temporary overland structures in diagram Job #16-394 Sheet # 205 Issue 23;
- (B) the temporary overland structures with vegetation plan in diagram Job #16-394 Sheet # 405 Issue 21; and
- (3) the future operational flow path in diagram Job #16-394 Sheet # 206 Issue 23;
- (4) the construction certificate drawings by Bates Smart showing the future operational flow path in project number 26553-3-SYD- drawings number C-201 revision 2 'Ultimate Overland Flow Channel Details' and 'Ultimate Overland Flow Channel Ground Floor Layout'; and
- (5) the engineering letter from SCP Consulting Pty Ltd dated 13 December 2017 reference 3153 together with the architectural drawing by Bates Smart showing both the temporary overland structures and the future operational flow path in drawing number SK-124 revision F 'Engineering Certificate' plot date 14/12/2017 10:48:07 AM, attached to the letter.
- (m) **Plan** means the deposited plan to which this instrument relates.
- (n) **Service** means a water, sewerage, drainage, gas, electricity, oil, garbage, air conditioning or telephone, television or radio impulses, signals or data transmission service or any other service prescribed by the regulations.
- (o) **Strata Management Statement** means the strata management statement that will be lodged with Lot 1 in DP1234537 benefitting and burdening Lot 1 and Lot 2 (as varied or replaced by any future strata management statement).

1.2 References to certain terms

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

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

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

Lengths are in metres

ePlan
(Sheet 5 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act 1919*.

2 General provisions

2.1 Easements are covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions, including in this clause and 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.

2.2 Release and indemnity

- (a) The Grantee and the Grantee's Authorised Users entering upon a Lot Burdened pursuant to the rights granted by an easement created by this instrument do so at its or their own risk.
- (b) The Grantee releases the Grantor and the Grantor's relevant Authorised Users from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the relevant Lot Burdened in pursuance of the rights granted by an easement created by this instrument except to the extent caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's relevant Authorised Users, as applicable.

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

Lengths are in metres

(Sheet 6 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

-
- (c) The Grantee must indemnify and keep indemnified the Grantor and the Grantor's Authorised Users from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which such Grantor or the Grantor's Authorised Users may become liable in respect of any loss, damage, death or injury from any cause whatsoever occurring on a Lot Burdened or to any person or property within or without the Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of an easement created by this instrument or default of the Grantee or the Grantee's Authorised Users upon the relevant Lot Burdened in pursuance of the rights granted by this instrument, except to the extent caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's relevant Authorised Users, as applicable.

2.3 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.

2.4 Obligations for Authorised Users

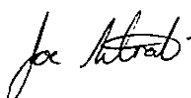
For each easement, positive covenant and restriction on use in this instrument, the Grantee must procure that its Authorised Users comply with the terms of this instrument when they exercise their rights or comply with their obligations under this instrument.

2.5 Grantee's acknowledgement

The Grantee acknowledges and agrees that the Grantor may erect signage, structures or other improvements on the Lot Burdened at any time, subject to the access and related rights granted under this instrument.

3 Terms of easement firstly referred to in the Plan (support and shelter)

- (a) While the Lots Benefited and the Lots Burdened are subject to any Strata Management Statement, this easement is subject to:
- (1) that Strata Management Statement; and
 - (2) the terms of any implied easement created as a result of registration of that Strata Management Statement.
- (b) The registered proprietor of each Lot Benefited that includes a part of the building constructed on the Lot Benefited has the benefit of an easement for the subjacent and lateral support of that part by such other parts of the building included in Lots Burdened as are capable of affording support.



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

Lengths are in metres

ePlan
(Sheet 7 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

-
- (c) The registered proprietor of each Lot Burdened that provides subjacent and lateral support to another part of the building must ensure that that part of the Lot Burdened provides that subjacent and lateral support to the Lots receiving the benefit of that support, including repairing and maintaining those parts of the Lot Burdened that provide support to the Lots Benefited and recovering the costs of such repair and maintenance from the registered proprietor of the Lots Benefited in accordance with any Strata Management Statement.
 - (d) The registered proprietor of each Lot Benefited that includes a part of the building constructed on the Lot Benefited has the benefit of an easement for shelter of that part by such other parts of the building included in Lots Burdened as are capable of affording shelter.
 - (e) The registered proprietor of each Lot Burdened that provides shelter to another part of the building must ensure that that part of the Lot Burdened provides that shelter to the Lots receiving the benefit of that shelter including repairing and maintaining those parts of the Lot Burdened that provide shelter to the Lots Benefited and recovering the costs of such repair and maintenance from the registered proprietor of the Lots Benefited in accordance with any Strata Management Statement.

4 Terms of easement secondly referred to in the Plan (services)

4.1 Access and related rights

Each Grantee and the Grantee's Authorised Users has at all times an unrestricted right in relation to each Service:

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the passage of the Service, to any extent consistent with the rights of other persons having the same or similar rights, along or through any existing line of pipes or any existing apparatus that is for the time being within the Lot Burdened;
- (b) to carry out an inspection of the pipes or apparatus to which the easement relates; and
- (c) in order to maintain the efficiency of any such pipes or apparatus:
 - (1) to enter the part of the Lot Burdened in respect of which the easement is created by such route as is reasonable in the circumstances; and
 - (2) to remain there for such reasonable time as may be necessary for the purpose of replacing, inspecting, cleaning, repairing, maintaining or renewing the pipes or apparatus or any part of the pipes or apparatus and of making such excavations as may be reasonably necessary.

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

Lengths are in metres

(Sheet 8 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

4.2 Obligations relating to access

- (a) Any action taken under clause 4.1 must be taken in a manner that ensures that:
 - (1) all work is done properly;
 - (2) the Lot Burdened is disturbed as little as possible;
 - (3) any excavated surface is restored as nearly as possible to its original state;
 - (4) any other damage attributable to that action is repaired; and
 - (5) the person taking the action complies with any Strata Management Statement.
- (b) Subject to the terms of any Strata Management Statement, if an easement for Services is created over or appurtenant to a stratum lot, the pipes or apparatus to which the easement relates must be maintained in good order and repaired by the Grantee or the Grantee's Authorised Users.
- (c) Subject to the terms of any Strata Management Statement, if the Grantee or the Grantee's Authorised Users have failed to carry out a responsibility imposed by clause 4.2(b) and at least 7 days have passed since that failure first arose, the Grantor may take all lawful steps necessary to ensure that the responsibility is carried out.

4.3 Costs

Subject to the terms of any Strata Management Statement, the Grantee must bear its own costs and expenses in relation to and arising out of the exercise of its rights under clause 4.1, including costs and expenses incurred in complying with the obligations imposed on the Grantee under clause 4.2.

4.4 Maintenance of water services

- (a) This clause 4.4 applies without limiting clauses 4.1, 4.2 and 4.3.
- (b) The registered proprietor of each Lot serviced by any Service for water or sewage must ensure that the Service is well maintained, and without limitation must ensure that any leak, corrosion or other damage to the Service is promptly repaired.
- (c) Where a Service for water or sewage services more than one Lot, the registered proprietor of either Lot serviced may arrange for any repair required under clause 4.4(b), and the registered proprietor of the other Lot or Lots must reimburse that Lot owner for:
 - (1) a pro rata share of the cost based on the respective floor spaces of the Lots serviced as determined by a survey plan of the Lots; and
 - (2) a proportion otherwise agreed in writing between the Lot owners.

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

Lengths are in metres

(Sheet 9 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

5 Terms of easement thirdly referred to in the Plan (fire egress)

5.1 Access and related rights

Subject to the other provisions in this clause 5, the Grantee and the Grantee's Authorised Users may for the purposes of egress in situations of fire or other similar emergency:

- (a) go;
- (b) pass; and
- (c) repass,

on foot without vehicles over the Easement Site.

5.2 Obligations relating to access

When exercising a right under this easement the Grantee must, and must ensure that its Authorised Users:

- (a) cause as little disturbance and inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (b) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
- (c) leave the Lot Burdened in a clean and tidy state;
- (d) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and
- (e) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.

6 Terms of easement fourthly referred to in the Plan (access)

6.1 Access and related rights

Subject to the other provisions in this clause 6, the Grantee and the Grantee's Authorised Users may:

- (a) go;
- (b) pass; and
- (c) repass,

on foot at all times and for all purposes without vehicles over the Easement Site.

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

Lengths are in metres

ePlan
(Sheet 10 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

6.2 Obligations relating to access

- (a) When exercising a right under this easement the Grantee must, and must ensure that its Authorised Users:
 - (1) cause as little disturbance and inconvenience as is possible to the Grantor and any occupier of the Lot Burdened;
 - (2) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
 - (3) leave the Lot Burdened in a clean and tidy state;
 - (4) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and
 - (5) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.
- (b) For the purposes of this clause 6
 - (1) the Grantee, acknowledges and agrees that the rights granted under this easement may be restricted by the Grantor:
 - (A) at times determined by the Grantor in compliance with any Strata Management Statement; and
 - (B) from time to time as a consequence of any right of the Grantor to permit the placement of chairs, furniture, shading devices, tables or similar items within the Lot Burdened.

7 Terms of easement fifthly referred to in the Plan (lift)

7.1 Access and related rights

Subject to the other provisions in this clause 7.1, the Grantee and the Grantee's Authorised Users may at all times:

- (a) have access to;
- (b) use; and
- (c) travel via,

the lift that is located within the Easement Site.



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

Lengths are in metres

(Sheet 11 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

7.2 Obligations relating to access

When exercising a right under this easement the Grantee must, and must ensure that its
Authorised Users:

- (a) cause as little disturbance and inconvenience as is possible to the Grantor and any occupier of the Lot Burdened;
- (b) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
- (c) leave the Lot Burdened in a clean and tidy state;
- (d) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and
- (e) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.

8 Terms of easement sixthly referred to in the Plan (public right of access)

8.1 Right of Access

Council and its Authorised Users are granted full and free right to go, pass and repass at all times for the purpose of access to and from George Street and Upward Street through the Lot Burdened:

- (a) on foot; or
- (b) by bicycle; or
- (c) by wheelchair or with other disabled access aids; and
- (d) with or without animals; and
- (e) with or without perambulators, strollers and other vehicles and equipment of like nature; and
- (f) consistent with use as a public footpath and public accessway.

8.2 Obligations relating to access - Council

- (a) When exercising a right under this easement Council must, and must ensure that its Authorised User:
 - (1) cause as little disturbance and inconvenience as is possible to the Grantor and any occupier of the Lot Burdened;

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

Lengths are in metres

(Sheet 12 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

-
- (2) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
 - (3) leave the Lot Burdened in a clean and tidy state;
 - (4) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and
 - (5) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.
- (b) For the purposes of this clause 8.2, the reference to Authorised User is not to capture members of the public irrespective of whether they may constitute invitees of Council.
- (c) For the purposes of this clause 8.2, Council acknowledges and agrees that the rights granted under this easement may be restricted by the Grantor:
- (1) at times determined by the Grantor (acting reasonably having regard to the fact that the Easement Site is intended to function as a permanent public path) in compliance with any Strata Management Statement; and
 - (2) from time to time as a consequence of any right of the Grantor to permit the placement of chairs, furniture, shading devices, tables or similar items within the Lot Burdened provided that the placement of the chairs etc. does not unreasonably burden the access rights granted under this Easement.

8.3 Construction

Council acknowledges that the Grantor has at its own cost constructed a public footpath along the Easement Site to a standard suitable for use as a public accessway including lighting and compliance with requirements for access by persons with a disability to the satisfaction of Council (acting reasonably).

8.4 Maintenance and repair of shared access

The Grantor must at its own cost:

- (a) maintain the Easement Site and all the improvements on the Easement Site in a clean and tidy condition; and
- (b) repair or restore (or both) any or all of the surface of the Easement Site to a safe and good condition.

8.5 Works by Council

- (a) Without limiting clause 8.4, Council may do anything reasonably necessary to enjoy its rights including carrying out work within the Easement Site such as

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

Lengths are in metres

ePlan
(Sheet 13 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

installing lighting and constructing, placing, repairing or maintaining boardwalks,
pathways and other trafficable surfaces.

- (b) For the purposes set out in clause 8.5(a), Council may:
- (1) enter the Easement Site;
 - (2) take all necessary equipment onto the Easement Site;
 - (3) carry out work on the Easement Site; and
 - (4) enter and take all necessary equipment onto the Lot Burdened, outside but in the vicinity of the Easement Site, but only at the times and to the extent necessary for the purposes of constructing, maintaining, repairing or doing any work to the Easement Site.

8.6 Obligations relating to access – Council

- (a) In carrying out the works referred to in clause 8.5, Council must, and must ensure that its Authorised Users:
- (1) carry out all work in a proper and workmanlike manner;
 - (2) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (3) leave the Lot Burdened in a clean and tidy state;
 - (4) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
 - (5) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened;
 - (6) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (7) make good any damage caused.
- (b) Council must bear its own costs and expenses in relation to and arising out of the exercise of its rights under clause 8.1, including costs and expenses incurred in complying with the obligations imposed on Council under clause 8.5.
- (c) Council is not obliged to exercise its rights under clause 8.5 and is not liable in any circumstances to the Grantor or any occupier of the Lot Burdened or their Authorised Users as a result of any failure by Council to exercise any of its rights under clause 8.5.
- (d) Council is entitled to erect a sign at its own cost, at either or each end of the Easement Site notifying the public that it is a public access way.
- (e) Council is not responsible for any liability arising out of or in connection with injury, loss or damage to any Authorised User using the Easement Site Benefited, save to the extent that that any injury, loss or damage is caused or

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

Lengths are in metres

ePlan
(Sheet 14 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

contributed to by any breach of these terms or any wrongful or negligent act or omission by the Council.

8.7 Insurance

The Grantor must at all times maintain in force an insurance policy for public risk and public liability for at least \$20 million in respect of each event.

9 Terms of easement seventhly referred to in the Plan (use of loading dock)

9.1 Right to use car spaces

The Grantor grants the Grantee and its Authorised Users the right at all times to use the loading dock shown on the Plan.

9.2 Obligations relating to access - Grantee

When exercising a right under this easement the Grantee must, and must ensure that its Authorised Users:

- (a) cause as little disturbance and inconvenience as is possible to the Grantor and any occupier of the Lot Burdened;
- (b) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
- (c) leave the Lot Burdened in a clean and tidy state;
- (d) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and
- (e) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.

9.3 Costs and expenses - Grantee

The Grantee must bear its own costs and expenses in relation to and arising out of the exercise of its rights under clause 9.1, including costs and expenses incurred in complying with the obligations imposed on the Grantee under clause 9.2.

9.4 Maintenance and repair of shared access

Without limiting the rights of the Grantee and the Grantee's Authorised Users under clause 9.1, the Grantor must:



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

Lengths are in metres

ePlan
(Sheet 15 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

-
- (a) maintain the surface of the Easement Site and any associated drainage system in reasonable working condition; and
 - (b) repair or restore (or both) any or all of the surface of the Easement Site and associated drainage system as nearly as practicable to its former condition.

9.5 Costs and expenses – Grantor

The Grantor must bear its own costs and expenses in relation to and arising out of compliance with the obligations imposed on the Grantor under clause 9.4.

10 Terms of easement eighthly referred to in the Plan (goods lift)

10.1 Access and related rights

Subject to the other provisions in this clause 10, the Grantee and the Grantee's Authorised Users may at all times:

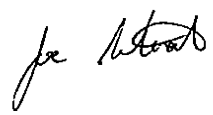
- (a) have access to;
- (b) use; and
- (c) travel via,

the goods lift that is located within the Easement Site.

10.2 Obligations relating to access

When exercising a right under this easement the Grantee must, and must ensure that its Authorised Users:

- (a) cause as little disturbance and inconvenience as is possible to the Grantor and any occupier of the Lot Burdened;
- (b) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
- (c) leave the Lot Burdened in a clean and tidy state;
- (d) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and
- (e) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.



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

Lengths are in metres

ePlan
(Sheet 16 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

11 Terms of positive covenant ninthly referred to in the Plan (OSD system)

11.1 Terms of positive covenant

The Grantor will in respect of the OSD and OSR:

- (a) maintain in good working order all pits, pipelines, trench barriers and other structures in or upon the Lot which comprise the OSD and OSR or which convey stormwater from the Lot to the public storm water system;
- (b) keep clear all pits, pipelines, trench barriers and other structures associated with the systems;
- (c) ensure that the OSD and OSR are inspected annually by a competent person; and
- (d) permit Council or its Authorised Users from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter upon the Lot to inspect the Lot Burdened for compliance with the requirements of this covenant.

11.2 Notice of non-compliance

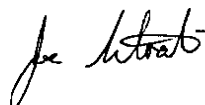
- (a) Council may issue a notice to the Grantor that in its reasonable opinion the Grantor has not complied with its obligations under clauses 11.1(a) or 11.1(b).
- (b) The notice must contain the details of the non-compliance, requirements needed to rectify and a reasonable time for the Grantor to rectify the non-compliance.

11.3 Council's powers to rectify

- (a) In the event that the Grantor fails to comply with the terms as set out above, Council or its Authorised Users may enter the Lot Burdened with all necessary materials and equipment and carry out any work which Council in its discretion considers reasonable to comply with said notice referred to in clause 11.2(a) above and recover from the Grantor the reasonable costs incurred by it in exercising its power under clause 11.3(a).
- (a) The Grantor indemnifies Council against damage to its land arising from a breach of the Grantor's obligations under clauses 11.1(a) or 11.1(b) (except to the extent caused or contributed to by the wilful or negligent act or omission of Council or Council's relevant Authorised Users, as applicable).

11.4 Release of positive covenant

Council has the power to release, vary or modify this positive covenant.



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

Lengths are in metres

ePlan
(Sheet 17 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

**12 Terms of restriction on the use of land for overland flow path
tently referred to in the Plan (overland flow)**

12.1 Temporary Overland Structure

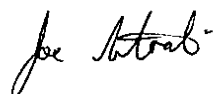
The Grantor covenants with Council in respect of the temporary overland structure situated on the corner of McAleer Street and along Upward Street shown in the Overland Flow Path Drawings and constructed on the Lot Burdened (TOS), that the Grantor will:

- (a) unless with Council's consent, not permit any changes or alteration to the TOS or levels and contours on the Lot Burdened that may cause changes to the overland flow path;
- (b) maintain and repair the TOS in good repair at its own expense so that the TOS functions in ensuring the maintenance of the overland flow path;
- (c) at its own expense, maintain and repair all landscaping, contours and levels over the Lot Burdened to ensure the overland flow path is maintained;
- (d) for the purposes of ensuring observance of this covenant, permit Council to enter the Lot Burdened and inspect the condition of the TOS for compliance with the requirements of this covenant; and
- (e) comply with the terms of any written notice issued by Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper repair of the TOS.

12.2 TOS Removal

- (a) Council has the right to make variations to the overland flow path by:
 - (1) removing the TOS;
 - (2) adjusting the levels of the area where the TOS was located; and
 - (3) removing and replacing of landscaping in its absolute discretion.

(Council Works)
- (b) If Council elects to carry out Council Works it must:
 - (1) provide to the Grantor:
 - (A) at least 21 days' notice prior to commencing Council Works; and
 - (B) evidence of certificates of currency for insurance for the Council Works as reasonably required by the Grantor prior to carrying out Council Works;
 - (2) carry out Council Works in a proper and workmanlike manner at Council's costs;



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

Lengths are in metres

ePlan
(Sheet 18 of 19 Sheets)

Plan: **DP1234537**

Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

-
- (3) use reasonable endeavours to minimise disturbance to any owner or occupier of any adjoining or nearby property; and
 - (4) provide the Grantor with a copy of any obligations relating to the ongoing of the repair and maintenance of the Council Works by the Grantor.

12.3 Terms of the restriction

The Grantor covenants with Council in respect to the overland flow path that exists on the Lot Burdened after the Council Works are completed and as contemplated in Overland Flow Path Drawings (**New Flow Path**), that the Grantor will:

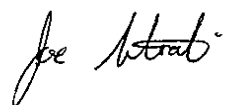
- (a) keep the New Flow Path clean and free from rubbish and debris;
- (b) unless with Council's consent, not permit any changes or alteration to the structures on the Lot Burdened that may cause change to the New Flow Path;
- (c) maintain and repair the New Flow Path at its own expense so that the New Flow Path functions in a safe and efficient manner;
- (d) for the purposes of ensuring observance of this restriction, permit Council to enter the Lot Burdened and inspect the condition of the New Flow Path and the state of construction, maintenance or repair of the system, for compliance with the requirements of this restriction; and
- (e) comply with the terms of any written notice issued by Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the New Flow Path.

12.4 Powers of Council

Pursuant to Section 88F(3) of the *Conveyancing Act 1919*, in the event that the Grantor fails to comply with the terms of any written notice issued by Council then Council may enter the Lot Burdened with all necessary equipment and carry out any reasonable work to comply with the that notice and Council may recover from the Grantor in a court of competent jurisdiction.

12.5 Release of restriction

Council has the power to release, vary or modify this restriction.



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

Lengths are in metres

ePlan
(Sheet 19 of 19 Sheets)

Plan: **DP1234537**

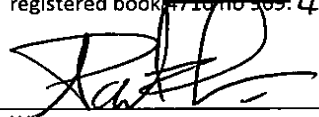
Plan of Subdivision of Lot 100 Deposited Plan 1196620

Full name and address of proprietor of the land:

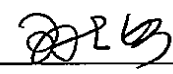
Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

Signed sealed and delivered by
**Greenland (Sydney) George Street
Development Pty Ltd ACN 168 585 573**
by its attorney under power of attorney
registered book 4710 no 369: 4737 NO 427

sign here



Witness



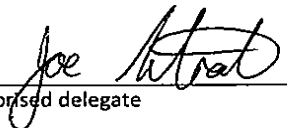
Attorney

print name PAUL CHEN
Suite 201, 233 Castlereagh
Street Sydney NSW 2000

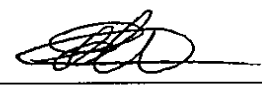
Xinmei Wang

Signed sealed and delivered by
Inner West Council ABN 19 488 017 987
pursuant to sections 377 and 378 of the *Local Government Act 1993* by its duly authorised delegate:

sign here



Authorised delegate



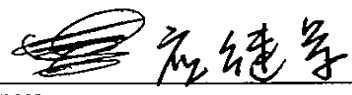
Witness

print name JOE STRATI
GENERAL COUNSEL

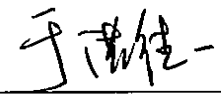
ERIN WATT
7-15 WETHERILL ST,
LEICHHARDT 2040

Signed sealed and delivered by
Bank of Communications Co Ltd ARBN 137 909 963
by its attorney under power of attorney
registered book 4724 no 661:

sign here



Witness



Attorney

print name Jijun Ying
WITNESS ADDRESS: LEVEL 27, 363 GEORGE ST
69043502 SYDNEY, NSW, 2000.

HONGDE YU

REGISTERED  17.1.2018



MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)
 C 75782

FER JUN 28 10 27 1931 d. 6
 Lodgment ... 12: 6
 Endorsement ... 15: 0
 Certificate ... 15: 0
 26/6/31

(Trusts must not be disclosed in the transfer.)

If a less estate, strike out "in fee simple," and interline the required alteration.

to two or more, state other as joint tenants or tenants in common,

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

I, ELI DAHER ABOUD of Redfern Manufacturer

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of TWO THOUSAND SEVEN HUNDRED AND SIXTEEN POUNDS FIVE SHILLINGS (£2716-5-0) (the receipt whereof is hereby acknowledged) paid to me by

ASSOCIATED BATTERY MAKERS OF AUSTRALIA LIMITED

(herein called transferee)

do hereby transfer to the said transferee* ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland.	Petersham	Part being Lot A on Plan hereunto annexed	3847	22

And the transferee covenants with the transferor*—
 Reserving thereout in favor of the Transferor and his assigns as appurtenant to Lot B on the said plan an easement of drainage in respect of surface water only over a piece of land three feet wide extending along the whole of the western boundary of the said Lot A.

Micro. plan of Subdn. (R. P.)
 Reg. No. 27352

Refiling action taken
 SEE F.P. 3.27352

ENCUMBRANCES, &c., REFERRED TO:

N11

Signed at *Redfern*
 Signed in my presence by the transferor

the *Twenty second* day of *June* 1931.

WHO IS PERSONALLY KNOWN TO ME
[Signature]
 *Signed *[Signature]*

E. D. Aboud
 Transferor.*

Signed in my presence by the transferee
 WHO IS PERSONALLY KNOWN TO ME

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, and that I am satisfied for the purposes of the Act that the transferee has accepted the same in full satisfaction of the debt.
[Signature]
 Transferree, S.
[Signature]

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

52373

No. **C 75782**

LODGED BY Noton Smith B.

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No.
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this } Mortgagee.
 day of 19 }
 Signed in my presence by }
 who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY!

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me at the day of one thousand
nine hundred and the attesting witness to this instrument,
 and declared that he personally knew the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said is own handwriting, and
 that he was of sound mind and freely and voluntarily signed the same.

- i This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.
- j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
- k May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of
Acres 1 roods 9/4 perches.
Lot A on plan annexed hereto
(George Street)
 Shire Leichhardt
 Municipality Petersham
 Parish County
(Reserving easement for Drainage)
Associated Battery Makers of Australia Limited Transferee.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
<u>Plan & Certificate of Mortgage & Transfer</u>		

Particulars entered in Register Book, Vol. Fol.
3847 22
 the 10th day of July 1931,
 at minutes 4 o'clock in the afternoon.
Noton Smith Registrar-General.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch	<u>MS</u>	<u>12/7/31</u>
Received from Records	<u>MS</u>	<u>13-9-31</u>
Draft written	<u>MS</u>	<u>14/7/31</u>
Draft examined	<u>MS</u>	<u>15-7-31</u>
Diagram prepared	<u>MS</u>	<u>16-7-31</u>
Diagram examined	<u>MS</u>	<u>17-7-31</u>
Draft forwarded	<u>MS</u>	<u>17-7-31</u>
Supt. of Engrossers	<u>MS</u>	<u>17-7-31</u>
Cancellation Clerk	<u>MS</u>	<u>17-7-31</u>

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

VOL. **4493** FOL. **67**
 Diagram Fees ...
 Additional Folios ...

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the transfer, and £- for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

Dec 130 75783

C15782

Plan No. 3005 **FP327352**

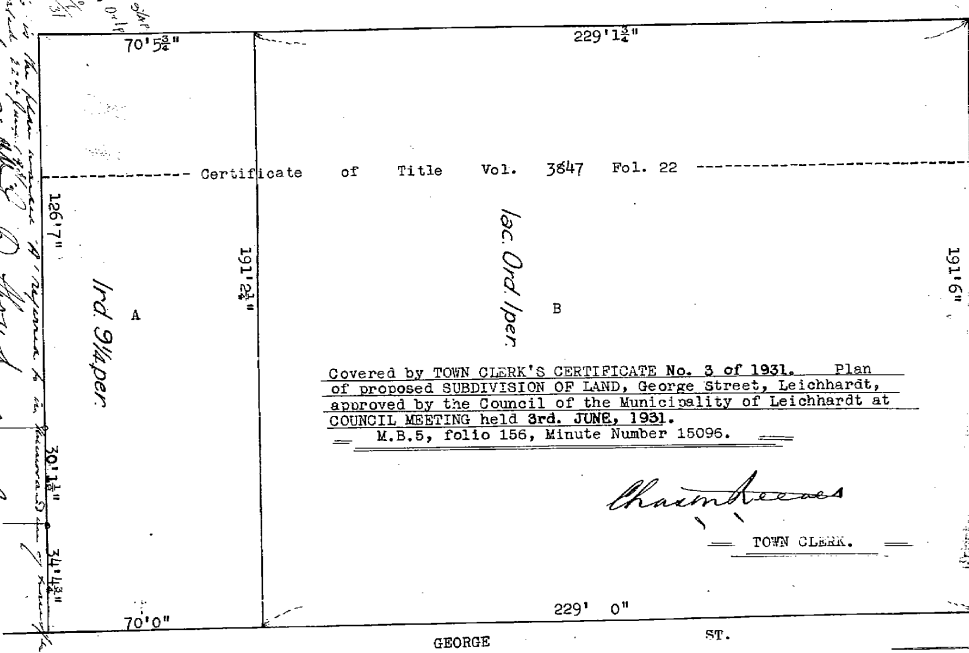
Municipality of Leichhardt, S.A.

PLAN

Showing proposed subdivision of the land comprised in Cert. of Title Vol. 3647 Fol. 22.

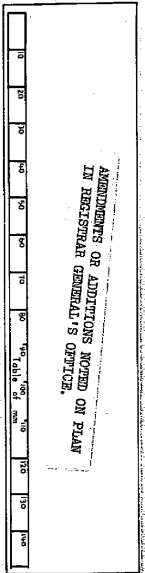
Ph. Petersham
 Co. Cumberland

M.P.S. (R.P.)
 Lot 8 27352



Richard Douglas
 Registrar General for New South Wales

AMENDMENTS OR ADDITIONS NOTED ON PLAN
 BY REGISTER GENERAL'S OFFICE.

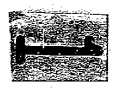


I, Bruce Richard Douglas, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 23rd day of May, 1978

CONVERSION TABLE ADDED IN
 DEPARTMENT OF LANDS

DP 327352

FEET INCHES	METRES
30	9.142
34	10.484
70	21.336
70	21.336
126	38.382
191	58.274
191	58.274
229	69.894
AC RD P	59 M
1 1/4	1.246
1 1/4	4.072





Form: 11R
Release: 4-1

REQUEST

New South Wales
Real Property Act 1900

AI453087D

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) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

Refer to Schedule 3 of Annexure A (page 23)

(C) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Arnold Bloch Leibler DX 489 Sydney Reference: LYT 021770982	R

(E) **APPLICANT**

PLA

KGS (Victoria) Pty Ltd ACN 000 038 719
--

(F) **NATURE OF REQUEST**


Registration of Planning Agreement pursuant to s93F Environmental Planning and Assessment Act 1979
--

(G) **TEXT OF REQUEST**

Refer to Annexure A

DATE 19 MARCH 2014

(H) Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature: 
Signatory's name: JONATHAN
Signatory's capacity: APPLICANT'S LAWYER

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The N.A. certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. N.A. Full name: N.A. Signature: _____

**THIS IS ANNEXURE A TO THE REQUEST TO REGISTER A PLANNING AGREEMENT PURSUANT
TO S93F ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 IN RESPECT OF AUTO
CONSOL 10931-85, AUTO CONSOL 10931-86, FOLIO IDENTIFIER 1/102461, FOLIO
IDENTIFIER 2/102461, FOLIO IDENTIFIER 1/104359, FOLIO IDENTIFIER B/327352, FOLIO
IDENTIFIER 1/1108695 AND FOLIO IDENTIFIER 15/1081840**

Minister for Planning and Infrastructure
ABN 38 755 709 681

and

KGS (Victoria) Pty Limited
ACN 000 038 719

Planning Agreement

Environmental Planning and Assessment Act 1979

Sydney . Melbourne . Brisbane

Level 65 MLC Centre 19 Martin Place Sydney NSW 2000 DX 529 Sydney
GPO Box 4118 Sydney NSW 2001 T +61 2 8083 0388 www.holdingredlich.com

ABN 15 364 527 724

Page 2 of 28

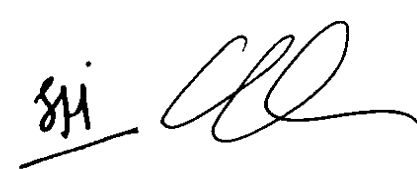


TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
1.1	Definitions	1
1.2	Interpretation	3
2	OPERATION AND APPLICATION OF THIS DEED	5
2.1	Operation	5
2.2	Planning agreement under the Act	5
2.3	Application	5
3	APPLICATION OF SECTIONS 94, 94A AND 94EF OF THE ACT	5
4	DEVELOPMENT CONTRIBUTION	5
4.1	Land Owner to provide Development Contribution	5
4.2	Acknowledgement	6
5	ENFORCEMENT	6
5.1	Land Owner to provide security	6
6	REGISTRATION	6
6.1	Registration of deed	6
6.2	Evidence of registration	7
6.3	Release and discharge of deed	7
6.4	Land Owner's interest in Land	7
7	DISPUTE RESOLUTION	7
7.1	Not commence	7
7.2	Written notice of dispute	7
7.3	Attempt to resolve	8
7.4	Mediation	8
7.5	Court proceedings	8
7.6	Not use information	8
7.7	No prejudice	8
8	GST	8
8.1	Definitions	8
8.2	Intention of the parties	9
8.3	Reimbursement	9
8.4	Consideration GST exclusive	9
8.5	Additional Amounts for GST	9
8.6	Non-monetary consideration	9
8.7	Assumptions	9
8.8	No merger	10
9	ASSIGNMENT	10
9.1	Land Owner's right to assign or novate	10
9.2	Land Owner's right to transfer Land	10

10	CAPACITY	11
10.1	General warranties	11
10.2	Power of attorney	11
11	REPORTING REQUIREMENT	11
12	GENERAL PROVISIONS	12
12.1	Entire deed	12
12.2	Variation	12
12.3	Waiver	12
12.4	Further assurances	12
12.5	Time for doing acts	12
12.6	Governing law and jurisdiction	13
12.7	Severance	13
12.8	Preservation of existing rights	13
12.9	No merger	13
12.10	Counterparts	13
12.11	Relationship of parties	13
12.12	Good faith	14
12.13	No fetter	14
12.14	Explanatory Note	14
12.15	Expenses and stamp duty	14
12.16	Notices	15
SCHEDULE 1		16
SCHEDULE 2		18
SCHEDULE 3		19
SCHEDULE 4		20
SCHEDULE 5		22

THIS deed is dated

15 FEBRUARY 2014

~~2013~~

PARTIES:

MINISTER FOR PLANNING AND INFRASTRUCTURE (ABN 38 755 709 681) of Level 33, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales, 2000 (**Minister**)

KGS (VICTORIA) PTY LIMITED (ACN 000 038 719) of Level 9 South, 161 Collins Street, Melbourne, Victoria, 3000 (**Land Owner**)

INTRODUCTION:

- A** The Land Owner owns the Land.
- B** The Land Owner wants the Land to be available for the Development to be carried out on the Land.
- C** The Land Owner has sought a change to the zoning of the Land by means of the Planning Instrument.
- D** The Land Owner has offered to enter into this deed with the Minister to secure the Development Contribution in relation to the proposed the Planning Instrument.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

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

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Affordable Housing has the same meaning as in the Act.

Affordable Housing Lots means seven strata lots in the Building configured as one bedroom units to be used for Affordable Housing purposes of such sizes as:

- (a) agreed with the Director-General, acting reasonably; or
- (b) acceptable to the Minister or his nominee.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Building means one or more mixed use or residential flat buildings to be constructed on the Land.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Development means the demolition of existing structures and construction of the Building.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the obligation to enter into the Sale of Land Contract in accordance with Schedule 4.

Director-General means the Director-General of the Department of Planning and Infrastructure from time to time.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919 (NSW)* and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

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

Land means the land described in Schedule 3 of this deed.

LEP means the *Leichhardt Local Environmental Plan 2000*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Notified means the commencement of the Planning Instrument in accordance with section 34(5) of the Act.

Novation Deed means a deed in substantially the same form as contained in Schedule 5.

Occupation Certificate has the same meaning as in the Act and includes an interim Occupation Certificate.

Planning Application means:

- (a) a Development Application; or
- (b) any other application required under the Act,

which seeks approval for the Development of the Land.

Planning Instrument means any environmental planning instrument within the meaning of the Act that gives effect to the Planning Proposal.

Planning Proposal means a proposal, in respect of the Land, to amend the LEP to allow for a maximum floor space ratio of 2.15:1.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Sale of Land Contract means one or more contracts for the transfer of the Affordable Housing Lots from the Land Owner to the Minister or his nominee with a completion date no later than 60 Business Days (or such later date as may be agreed by the Land Owner and the Minister or his nominee as applicable) after the later of:

- (a) a Strata Plan being registered for the relevant Building; or
- (b) the issuing of the first Occupation Certificate for that part of the Building that comprises the relevant Affordable Housing Lots.

Strata Plan means a strata plan or strata plan of subdivision within the meaning of the Strata Schemes Act.

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

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;

- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them severally and an obligation or warranty in favour of 2 or more persons benefits them severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;

- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2 OPERATION AND APPLICATION OF THIS DEED

2.1 Operation

- (a) This deed, other than clause 9, will commence from the date that is the later of the date that:
 - (i) this deed is signed by all the parties; and
 - (ii) the Planning Instrument is Notified.
- (b) Clause 9 commences when this deed is signed by all of the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 93F of the Act.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3 APPLICATION OF SECTIONS 94, 94A AND 94EF OF THE ACT

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

4 DEVELOPMENT CONTRIBUTION

4.1 Land Owner to provide Development Contribution

The Land Owner undertakes to provide to the Minister or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

4.2 Acknowledgement

The Land Owner acknowledges and agrees that the Minister:

- (a) must comply with section 93E of the Act but has no obligation to repay the Development Contribution to the Land Owner; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5 ENFORCEMENT

5.1 Land Owner to provide security

The parties agree that:

- (a) the registration of this deed on the title to the Land; and
- (b) clause 1.3 of Schedule 4,

constitute the security for the purposes of this deed.

6 REGISTRATION

6.1 Registration of deed

Within 15 Business Days of receiving a copy of this deed executed by the Minister, the Land Owner at its own expense will take all practical steps and otherwise do anything to procure, in relation to the Land:

- (a) the consent of each person who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed of an estate or interest in the Land; and
- (b) the execution of any necessary documents; and
- (c) the production of the relevant certificates of title; and
- (d) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

6.2 Evidence of registration

The Land Owner will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 10 Business Days of registration of this deed.

6.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Land Owner to:

- (a) execute the relevant forms to remove the registration of this deed from any or all folios of the Register in relation to the relevant Land; and
- (b) release and discharge this deed with respect to any part of the Land,

upon the Land Owner satisfying all of its obligations under this deed in respect of that part of the Land, including without limitation, providing the Land Owner with any deed of release executed by the Minister.

6.4 Land Owner's interest in Land

The Land Owner represents and warrants that it is:

- (a) the owner of the Land; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this deed is required to be registered under clause 6.1 of this deed; and
- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 6.1(a) to assist, cooperate and to otherwise do all things necessary for the Land Owner to comply with its obligations under clause 6.

7 DISPUTE RESOLUTION

7.1 Not commence

A party must not commence any court proceedings relating to a dispute under or in relation to this deed unless it complies with this clause 7.

7.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

7.3 Attempt to resolve

On receipt of notice under clause 7.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

7.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 7.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such dispute resolution technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

7.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 7.2 then any party which has complied with the provisions of this clause 7 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

7.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 7 must be kept confidential and may not be used except to attempt to settle the dispute.

7.7 No prejudice

This clause 7 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

8 GST

8.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

8.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties in relation to the Development Contribution.

8.3 Reimbursement

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 any entity is entitled for the acquisition to which the cost, expense or amount relates.

8.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 8.

8.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this deed (**GST Amount**), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Land Owner will ensure that:

- (a) the Land Owner makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Land Owner provides a Tax Invoice to the Minister.

8.6 Non-monetary consideration

Clause 8.5 applies to non-monetary consideration.

8.7 Assumptions

The Land Owner acknowledges and agrees that in calculating any amounts payable under clause 8.5 the Land Owner will assume the Minister is not entitled to any input tax credit.

8.8 No merger

This clause will not merge on completion or termination of this deed.

9 ASSIGNMENT

9.1 Land Owner's right to assign or novate

- (a) The Minister is to consent to a proposed assignment or novation of the Land Owner's rights or obligations under this deed, if the Land Owner:
- (i) satisfies the Minister (acting reasonably) that the person to whom the Land Owner's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required in order to perform the Land Owner's obligations under this deed insofar as those obligations have been novated to the Incoming Party; and
 - (ii) procures the execution of the Novation Deed,
within 15 Business Days of the Minister being satisfied under clause 9.1(a)(i).
- (b) The Land Owner will pay the Minister's reasonable legal costs and expenses incurred under this clause 9.1.

9.2 Land Owner's right to transfer Land

- (a) Subject to clause 9.2(b), the Land Owner must not sell or transfer the whole or part of any part of the Land for which a Development Contribution has not been paid or performed and a release and discharge has not been given under clause 6.3.
- (b) The Minister is to consent to a proposed sale or transfer of the whole or any part of the Land if the Land Owner:
- (i) satisfies the Minister (acting reasonably) that the person to whom that Land is to be transferred (**Transferee**) has sufficient assets, resources and expertise required in order to perform the Land Owner's obligations under this deed insofar as those obligations apply to the part of the Land the subject of the sale or transfer; and
 - (ii) procures the execution of the Novation Deed,
within 15 Business Days of the Minister being satisfied under clause 9.2(b)(i).

- (c) The Land Owner will pay the Minister's reasonable legal costs and expenses incurred under this clause 9.2.

10 CAPACITY

10.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

10.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

11 REPORTING REQUIREMENT

- (a) On each anniversary of the date of this deed where there has been any change in status of the matters specified in clauses 11(b) and 11(c), up to and including the first anniversary after the completion of the Development or as otherwise agreed with the Director-General, the Land Owner must deliver to the Director-General a report which must include those matters set out in clauses (b) and (c), as applicable.
- (b) Where there has been a change in the status of the matters specified in clauses 11(b) and 11(c), if the Land Owner has not provided a Development Contribution in the 12 month period immediately preceding the relevant anniversary of this deed, the report must include:
 - (i) a description of the status of the Development;
 - (ii) a forecast in relation to the anticipated progression and completion of the Development; and
 - (iii) an estimated date for when the Land Owner expects to lodge the first or next Planning Application.
- (c) If the Land Owner has provided one or more Development Contributions under this deed, the report must include:
 - (i) details of all Development Consents granted in relation to the Development;

- (ii) a schedule that details all Development Contributions provided under this deed as at the date of the report; and
 - (iii) an estimated date for when the Land Owner expects to lodge the next Planning Application.
- (d) Within 10 Business Days after receiving the Director-General's written request, the Land Owner must deliver to the Director-General all documents and other information which, in the reasonable opinion of the Director-General are necessary for the Director-General to assess the status of the Development.

12 GENERAL PROVISIONS

12.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

12.2 Variation

This deed must not be varied except by a later written document executed by all parties.

12.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

12.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

12.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

12.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

12.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

12.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

12.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

12.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

12.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

12.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

12.13 No fetter

Nothing in this deed shall be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

12.14 Explanatory Note

The Explanatory Note must not be used to assist in construing this deed.

12.15 Expenses and stamp duty

- (a) The Land Owner must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Land Owner must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Land Owner must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including any registration fees and fees payable for stamping any documents as a result of the application of section 308 of the *Duties Act 1997* (NSW)).
- (d) The Land Owner must provide the Minister with bank cheques or transfer of cleared funds by electronic funds transfer to the Minister to a bank account of which notice has been given by the Minister to the Land Owner in respect of the Minister's costs pursuant to clauses 12.15(a) and (b).
 - (i) where the Minister has provided the Land Owner with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Land Owner with prior written notice of the sum of such costs prior to execution, within 30 Business Days of receiving a written demand by the Minister for payment.

- (e) The Land Owner must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation and execution of any documentation required in relation a release of this deed for the purpose of clause 6.3.

12.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

SCHEDULE 1

Table 1 – Requirements under section 93F of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
<p>Planning instrument and/or development application – (section 93F(1))</p> <p>The Land Owner has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) No</p> <p>(c) No</p>
<p>Description of land to which this deed applies – (section 93F(3)(a))</p>	<p>See Schedule 3</p>
<p>Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))</p>	<p>The Development as defined in clause 1.1</p>
<p>The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))</p>	<p>See Schedule 4</p>
<p>Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))</p>	<p>The application of sections 94 and 94A of the Act is not excluded in respect of the Development with the following qualifications:</p> <p>(a) the Affordable Housing Lots are to be disregarded when calculating any payment required under sections 94 and 94A of the Act; and</p> <p>(b) the maximum monetary contribution (including any indexation) per lot under section 94 or 94A will be \$20,000.</p>
<p>Applicability of section 94EF of the Act – (section 93F(3)(d))</p>	<p>The application of section 94EF of the Act is not excluded in respect of the Development.</p>
<p>Consideration of benefits under this deed if section 94 applies – (section 93F(5))</p>	<p>No</p>

REQUIREMENT UNDER THE ACT	THIS DEED
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 7
Enforcement of this deed – (section 93F(3)(g))	See clause 5
No obligation to grant consent or exercise functions – (section 93F(10))	See clause 12.13

Table 2 – Other matters

REQUIREMENT UNDER THE ACT OR REGULATION	THIS DEED
Registration of the Planning Agreement – (section 93H of the Act)	Yes (see clause 6)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see Schedule 4)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	No

SCHEDULE 2

Address for Service (clause 1.1)

Minister

Contact: Director-General

Address: Department of Planning and Infrastructure
23-33 Bridge Street
SYDNEY NSW 2000

Facsimile No: (02) 9228 6191

Land Owner

Contact: Paul Abrahams

Address: Level 9 South, 161 Collins Street, Melbourne, Victoria 3000

Facsimile No: (03) 9650 3550

SCHEDULE 3
Land (clause 1.1)

1 Lots proposed for development

Lot	Deposited Plan	Folio Identifier
5	1080665	Auto Consol 10931-85
6-9	79950	Auto Consol 10931-85
10-13	83665	Auto Consol 10931-86
1	102461	1/102461
2	102461	2/102461
1	104359	1/104359
B	327352	B/327352
1	1108695	1/1108695
15	1081840	15/1081840

SCHEDULE 4

Development Contributions (clause 4)

1 Development Contribution

1.1 Obligation to enter into the Sale of Land Contract

- (a) The Land Owner undertakes to make the Development Contribution in accordance with this clause 1.
- (b) The Land Owner must enter into one or more Sale of Land Contracts, each for a consideration of \$1.
- (c) At least 25 Business Days prior to the issue of the first Occupation Certificate in respect of the Building, the Land Owner must provide a copy of the Sale of Land Contract(s) to the Director-General.
- (d) Where the Minister's nominee is a party to the Sale of Land Contract(s), the Land Owner must give to the Director-General a copy of a title search in relation to each Affordable Housing Lot showing the Minister's nominee as the registered proprietor of the relevant lot within 10 Business Days after receipt by the Land Owner of notice from the Minister's nominee of registration of the relevant transfer. The Sale of Land Contract must require the Minister's nominee to give notice to the Land Owner of the registration.

1.2 Compulsory acquisition

- (a) If the Land Owner does not comply with clause 1.1(c) of this Schedule, the Land Owner consents to the Minister or his nominee, at the appropriate time, compulsorily acquiring the Affordable Housing Lots in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) each for the amount of \$1.
- (a) The Land Owner agrees that in relation to the acquisition of the Affordable Housing Lots:
 - (i) clause 1.2(a) of this Schedule is taken to be an agreement between the Land Owner and the Minister or his nominee for the purpose of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
 - (ii) in clause 1.2(a) of this Schedule, the Land Owner acknowledges that it has agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (b) The Land Owner indemnifies and agrees to keep indemnified the Minister or his nominee against all claims made against the Minister or his nominee if the Minister or his nominee must pay compensation under Part 3 of the

Land Acquisition (Just Terms Compensation) Act 1991 (NSW) to any person, other than the Land Owner.

1.3 Reimbursement of the Minister or nominee's costs

The Land Owner agrees that it will reimburse the Minister or his nominee, promptly on demand, an amount equivalent to all reasonable legal costs incurred by the Minister or his nominee in acquiring the Affordable Housing Lots pursuant to clause 1.2 of this Schedule.

SCHEDULE 5

Land Owner's right to assign, novate and/or transfer (clause 9)

This Deed is made on the _____ day of _____ 201

BETWEEN

KGS (VICTORIA) PTY LIMITED ACN 000 038 719 of Level 9 South, 161 Collins Street, Melbourne, Victoria, 3000 ("**Land Owner**")

MINISTER FOR PLANNING AND INFRASTRUCTURE ABN 38 755 709 681 of Level 33, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales, 2000 ("**Minister**")

and

("Incoming Party")

BACKGROUND

- A. The Land Owner and the Minister are parties to a planning agreement dated the day of _____ 2013 (the "Planning Agreement") under which the Land Owner secured the Development Contribution for the Minister.
- B. Clauses 9.1(a)(ii) and 9.2(b)(ii) of the Planning Agreement require the Land Owner to procure the execution of the Novation Deed from a person to whom the Land Owner's rights or obligations under the Planning Agreement are to be assigned or novated or to whom the Land is to be sold or transferred, in favour of the Minister.
- C. This Deed is entered into in accordance with the terms of clause 9.1(a)(ii) and/or 9.2(b)(ii).

CONDITIONS

- 1. The Incoming Party must comply with the Land Owner's obligations under the Planning Agreement.
- 2. The Land Owner must pay the Minister's legal costs and disbursements relating to the perusal and execution of this Deed and any stamp duty assessed on this Deed.
- 3. The Minister acknowledges that he is bound by the terms of the Planning Agreement as if the Incoming Party was the Land Owner named in the Planning Agreement.
- 4. The Land Owner and the Minister release each other in relation to their respective obligations pursuant to the Planning Agreement, except in relation to any breaches prior to the date of the Incoming Party completing the assignment or novation of the

Land Owner's rights and obligations under Planning Agreement or the purchase or transfer of the Land to the Incoming Party.

- 5. In this Deed, unless the context otherwise requires, any capitalised term which is defined in the Planning Agreement and is not defined in this Deed, has the same meaning as defined in the Planning Agreement.

EXECUTED AS A DEED

Signed sealed and delivered for and on behalf of the Minister for Planning and Infrastructure in the presence of:

.....
Signature of Witness

.....
Signature of the Minister for Planning and Infrastructure

.....
Name of Witness in full

.....
Minister for Planning and Infrastructure

**Signed sealed and delivered by KGS)
(VICTORIA) PTY LIMITED (ACN 000 038)
719) in accordance with section 127 of the)
Corporations Act:**

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

EXECUTED as a deed

Signed sealed and delivered for and on behalf of the Minister for Planning and Infrastructure in the presence of:

[Handwritten Signature]
.....
Signature of Witness

S. Madadad
(Delegated)
.....
Signature of the Minister for Planning and Infrastructure

15/2/2014

Louise HIGGINS
.....
Name of Witness in full

.....
Minister for Planning and Infrastructure

**Signed sealed and delivered by KGS)
(VICTORIA) PTY LIMITED (ACN 000 038)
719) in accordance with section 127 of the)
Corporations Act:**

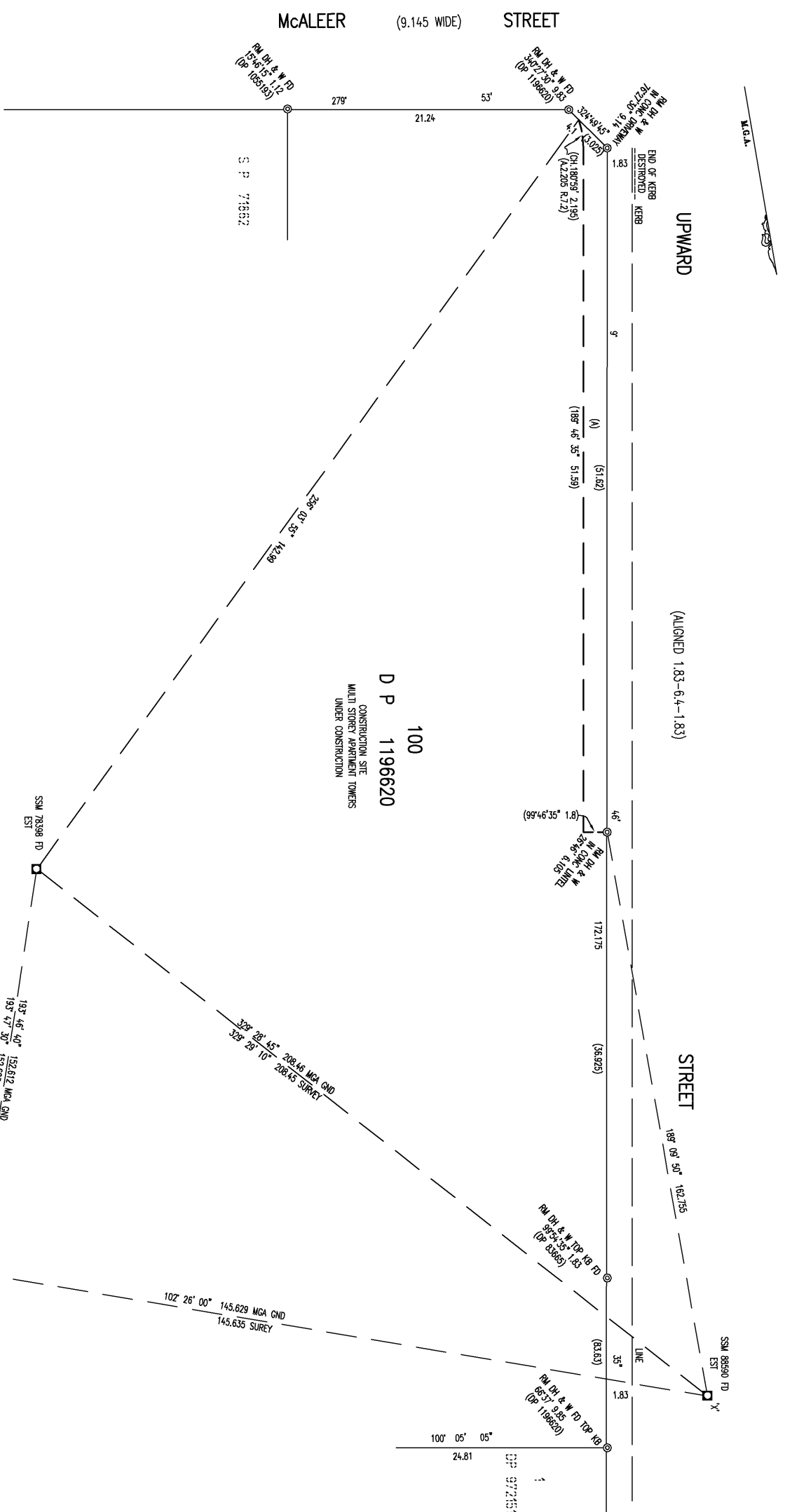
[Handwritten Signature]
.....
Signature of Director

A. E. Conway
.....
Signature of Director/Secretary

BERNARD SOFFE
.....
Name of Director

SUSANNE CONWAY
.....
Name of Director/Secretary

[Handwritten Signature]



(A) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8 WIDE & VARIABLE WIDTH

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

MARK	EAST	NORTH	ZONE	CLASS	ORDER
SSM 88590	328 740.980	6 248 788.691	56	B	2
SSM 78398	328 846.844	6 248 609.122	56	B	2
SSM 164394	328 883.187	6 248 757.336	56	B	2

SOURCE: MGA COORDINATES ADOPTED FROM SCANS 16/12/2016
 COMBINED SCALE FACTOR 0.999985

Surveyor: KARL ROBERTSON
 Date of Survey: 16/12/2016
 Surveyor's Ref: 140810 EASE

PLAN OF EASEMENT WITHIN
 LOT 100 DP 1196620

LGA: INNER WEST
 Locality: LEICHARDT
 Subdivision No: —
 Lengths are in metres. Reduction Ratio 1:200(42)

REGISTERED
 24.11.2017

DP1237304

From 20 30 40 50 60 70 80 90 100 110 120 130 140 150

X:\140810\140810 GEORGE ST LEICHARDT\140810-DP\140810 DP SH101.dwg

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  24.11.2017
 Title System: TORRENS
 Purpose: EASEMENT

DP1237304

PLAN OF EASEMENT WITHIN
 LOT 100 DP 1196620

LGA: INNER WEST
 Locality: LEICHHARDT
 Parish: PETERSHAM
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:
 Date:
 File Number:
 Office:

Surveying Certificate

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

*~~(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: 15/12/2016~~

*~~(b) The part of the land shown in the plan (being ^{the part not surveyed} ~~excluding~~) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.~~

*~~(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.~~

Signature:  Dated: 5/10/17

Surveyor ID: 7835

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural

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

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

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

Signature:
 Accreditation no:
 Consent/Authority:
 Date of Endorsement:
 Subdivision Certificate no:
 File no:

*Strike through if inapplicable

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements

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

DP 1196620
 DP 1055193

If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: 140810 EASE

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  24.11.2017

DP1237304

PLAN OF EASEMENT WITHIN
LOT 100 DP 1196620

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: -----

Date of Endorsement: -----

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

1. EASEMENT FOR STORMWATER DRAINAGE PURPOSES 1.8
WIDE & VARIABLE WIDTH

SIGNED, SEALED AND DELIVERED FOR AND ON
BEHALF OF GREENLAND (SYDNEY) GEORGE STREET
DEVELOPMENT PTY LTD ACN 168 585 573 BY ITS
ATTORNEY UNDER POWER OF ATTORNEY
REGISTERED BOOK 4710 NO 969

WITNESS

ATTORNEY

Xinmei Wang

PRINT NAME OF WITNESS

Xiaohua Luo

PRINT NAME OF ATTORNEY

201 Level 2, 233 Castlereagh Street, Sydney, NSW 2000

WITNESS ADDRESS

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 EASE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  24.11.2017

DP1237304

PLAN OF EASEMENT WITHIN
LOT 100 DP 1196620

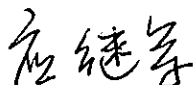
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

Date of Endorsement:

SIGNED, SEALED AND DELIVERED FOR AND ON
BEHALF OF BANK OF COMMUNICATIONS CO LTD
ARBN 137 909 963 BY ITS ATTORNEY UNDER POWER
OF ATTORNEY REGISTERED BOOK

BK-4724-NO-661--



WITNESS

JIJUN YING

PRINT NAME OF WITNESS



ATTORNEY

HONGDE YU

PRINT NAME OF ATTORNEY

Level 27, 363 George Street, Sydney NSW 2000

WITNESS ADDRESS

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 EASE

ePlan

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

Lengths are in metres

Sheet 1 of 3 Sheets

Plan

DP1237304

Plan of Easement within

Lot 100 DP1196620

Full name and address of
owner of the land:

**Greenland (Sydney) George Street
Development Pty Ltd ACN 168 585 573**

Suite 201, 233 Castlereagh Street
Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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 stormwater drainage purposes 1.8 wide and variable width	100/1196620	Sydney Water Corporation ABN 49 776 225 038

PART 2 (Terms)

Terms of easement for stormwater drainage noted A in the Plan.

- a. An easement is created on the terms and conditions set out in registered memorandum AE292285.
- b. If any of the works described in the registered memorandum AE292285 comprise 'construction work' as defined in the *Work Health and Safety Regulation 2011 (NSW) (Regulations)* Sydney Water accepts the appointment as the principal contractor in respect of those works for the purposes of the Regulations provided that those works are initiated by or on behalf of Sydney Water.

Name of authority empowered to release, vary, or modify the easements noted A in the plan.

Sydney Water Corporation ABN 49 776 225 038

Plan **DP1237304**

Plan of Easement within
Lot 100 DP1196620

Executed by Sydney Water Corporation)
ABN 49 776 225 038 pursuant to section)
50(3)(a) of the Interpretation Act 1987 by)
an authorised delegate:)
)
)



Signature of Witness



Signature of Authorised Delegate

Nga Bui

Print name of Witness

WITNESS ADDRESS:

LEVEL 5
1 SMITH ST
PARRAMATTA NSW 2150

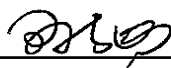
Grant May

Name of Authorised Delegate

Property Portfolio Manager

Title of Authorised Delegate

Signed, sealed and delivered for and on)
behalf of Greenland (Sydney) George)
Street Development Pty Ltd ACN 168)
585 573 by its attorney under power of)
attorney registered book 4710 no 969:)
)



Witness



Attorney

Xinmei Wang

Print name of Witness

WITNESS ADDRESS:

LEVEL 2
233 CASTLEREAGH ST
STANLEY NSW 2000

Xiaohua Luo

Print name of Attorney

ePlan

Plan **DP1237304**

Sheet 3 of 3 Sheets

Plan of Easement within
Lot 100 DP1196620

Signed, sealed and delivered for and on)
behalf of **Bank of Communications Co.**)
Ltd ARBN 137 909 963 by its attorney)
under power of attorney registered book)
BK 4724 no 661:)
)

应继军

Witness

JI JUN YING

Print name of Witness

WITNESS ADDRESS:

LVL 27

363 GEORGE ST

SYDNEY NSW 2000

于洪德

Attorney

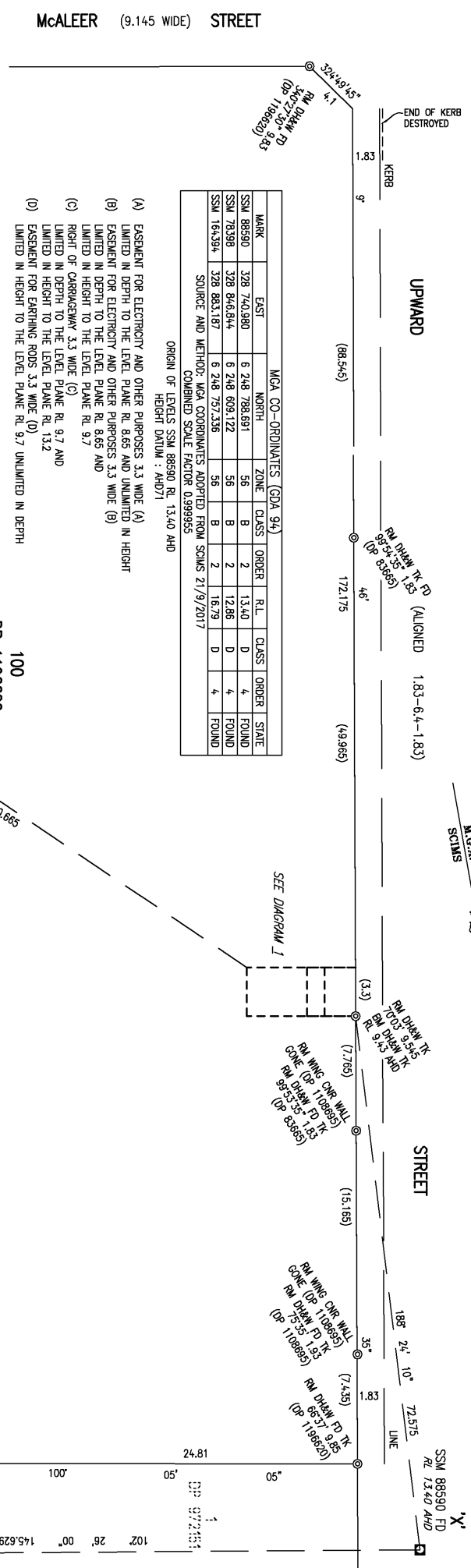
HONGDE YU

Print name of Attorney

REGISTERED



24.11.2017



MARK	EAST	MGA CO-ORDINATES (GDA 94)			ORDER	R.L.	CLASS	ORDER	STATE
		NORTH	ZONE	CLASS					
SSM 88590	328 740.980	6 248 708.691	56	B	2	13.40	D	4	FOUND
SSM 78398	328 846.844	6 248 609.122	56	B	2	12.86	D	4	FOUND
SSM 164394	328 883.187	6 248 757.336	56	B	2	16.79	D	4	FOUND

SOURCE AND METHOD: MGA COORDINATES ADOPTED FROM SCMS 21/9/2017
COMBINED SCALE FACTOR 0.999985

ORIGIN OF LEVELS SSM 88590 RL 13.40 AHD
HEIGHT DATUM : AHD71

- (A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (A) LIMITED IN DEPTH TO THE LEVEL PLANE RL 8.65 AND UNLIMITED IN HEIGHT
- (B) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (B) LIMITED IN DEPTH TO THE LEVEL PLANE RL 8.65 AND UNLIMITED IN HEIGHT
- (C) RIGHT OF CARRIAGEWAY 3.3 WIDE (C) LIMITED IN DEPTH TO THE LEVEL PLANE RL 9.7
- (D) EASEMENT FOR EARTHING RODS 3.3 WIDE (D) LIMITED IN HEIGHT TO THE LEVEL PLANE RL 9.7 UNLIMITED IN DEPTH

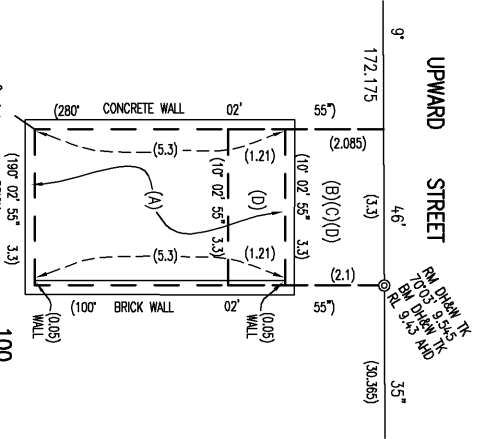
100
MULTI STOREY APARTMENT TOWERS
UNDER CONSTRUCTION
CONSTRUCTION SITE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 88590	SSM 164394	+ 3.410	TRIGONOMETRIC HEADING
SSM 164394	SSM 78398	- 3.935	TRIGONOMETRIC HEADING
SSM 78398	SSM 88590	+ 0.525	TRIGONOMETRIC HEADING

HEIGHT DATUM: AHD71

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 88590	13.40	D	4	SCMS ADOPTED	FOUND
SSM 78398	12.86	D	4	FROM SCMS-DATUM VALIDATION	FOUND
SSM 164394	16.79	D	4	FROM SCMS-DATUM VALIDATION	FOUND

DATE OF SCMS AND VALUES: 21/9/2017
HEIGHT DATUM: AHD71



100
DP 1196620

SM 78398 FD

193' 46' 47' 30"

152.812 MGA GROUND SURVEY

193' 46' 47' 30"

SSM 164394 FD

Surveyor: KARL ROBERTSON
Date of Survey: 21/9/17
Surveyor's Ref: 140810 ELEC EASE


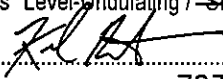
PLAN OF ELECTRICITY EASEMENTS
WITHIN LOT 100 IN DP 1196620

LGA: INNER WEST
Locality: LEICHHARDT
Subdivision No: -
Lengths are in metres. Reduction Ratio 1:200


REGISTERED
24.11.2017

DP1237646

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

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  24.11.2017 Title System: TORRENS		Office Use Only <h1 style="margin: 0;">DP1237646</h1>
PLAN OF ELECTRICITY EASEMENTS WITHIN LOT 100 IN DP 1196620	LGA: INNER WEST Locality: LEICHHARDT Parish: PETERSHAM County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>KARL ROBERTSON</u> of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on: <u>21/9/17</u> , or *(b) The part of the land shown in the plan (*being* excluding*) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, 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 <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: <u>'X'-'Y'</u> Type: *Urban/*Rural- The terrain is *Level/Undulating / *Steep/Mountainous. Signature:  Dated: <u>22/9/17</u> Surveyor Identification No: <u>7835</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> 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:	
Plans used in the preparation of survey/ compilation DP 1196620	<p style="text-align: center;">Subdivision Certificate</p> I..... *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent/Authority: Date of Endorsement: Subdivision Certificate no: File number: *Strike through if inapplicable	
STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.	If space is insufficient continue on PLAN FORM 6A	
Surveyor's Reference: 140810 ELEC EASE	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

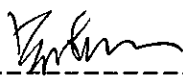
PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
----------------------------	--	-----------------------

<small>Office Use Only</small>	<small>Office Use Only</small>
Registered:  24.11.2017	<h1>DP1237646</h1>
PLAN OF ELECTRICITY EASEMENTS WITHIN LOT 100 IN DP 1196620	
Subdivision Certificate No: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (A) (LIMITED IN STRATUM)
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (B) (LIMITED IN STRATUM)
3. RIGHT OF CARRIAGEWAY 3.3 WIDE (C) (LIMITED IN STRATUM)
4. EASEMENT FOR EARTHING RODS 3.3 WIDE (D) (LIMITED IN STRATUM)

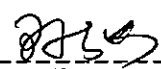
EXECUTED BY
GREENLAND (SYDNEY)
GEORGE STREET DEVELOPMENT PTY LTD
ACN 168 585 573
IN ACCORDANCE WITH SECTION 127 OF THE
CORPORATIONS ACT



Director Signed

Xiaohua Luo

Director(Print Name)



Director/Secretary Signed


Xinmei Wang

Director/Secretary (Print Name)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 ELEC EASE

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  24.11.2017

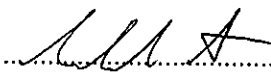
Office Use Only
DP1237646

PLAN OF ELECTRICITY EASEMENTS
WITHIN LOT 100 IN DP 1196620


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation ~~2012~~ **2017**
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 **2017**
 - Signatures and seals - see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:
Date of Endorsement:

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:



)
)
)
)
) Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation



Signature of Witness

RICHARD DENT.....

Name of Agent in full

KEVIN PEK.....


Name of Witness in full

52 Martin Place, Sydney NSW 2000

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 ELEC EASE

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

<p style="text-align: right;">Office Use Only</p> <p>Registered:  24.11.2017</p> <p>PLAN OF ELECTRICITY EASEMENTS WITHIN LOT 100 IN DP 1196620</p> <p>Subdivision Certificate No: =.....</p> <p>Date of Endorsement: =.....</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1237646</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 2017• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
--	---


Signed, Sealed and)
Delivered for and on behalf of)
Bank of Communications Co Ltd)
ARBN 137 909 963)
by its attorneys under power of attorney)
Registered Book ___ No 661)
BK4724

应继宇

Witness
JIJUN YING

Witness Print Name
Level 27, 363 George Street, Sydney NSW 2000

Witness Address



Attorney
HONGDE YU

Attorney Print Name

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 ELEC EASE

ePlan

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

Length are in metres

Sheet 1 of 4 Sheets

Plan **DP1237646**

Plan of electricity easements within Lot 100 in DP 1196620

Full name and address of owner of the land:

Greenland (Sydney) George Street Development Pty Ltd ACN 168 585 573

Suite 201, 233 Castlereagh Street
Sydney NSW 2000

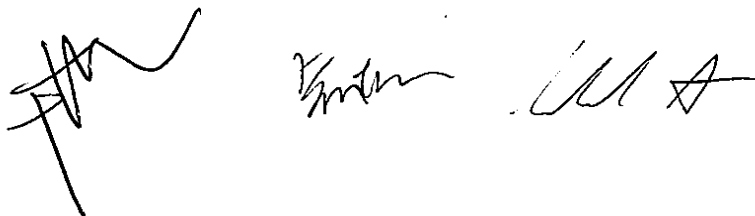
Full name and address of mortgagee:

Bank of Communications Co., Ltd

Level 27, 363 George Street
Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for electricity and other purposes 3.3 wide (A) (Limited in stratum)	100/1196620	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for electricity and other purposes 3.3 wide (B) (Limited in stratum)	100/1196620	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Right of carriageway 3.3 wide (C) (Limited in stratum)	100/1196620	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement for earthing rods 3.3 wide (D) (Limited in stratum)	100/1196620	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385



Plan **DP1237646**

Plan of electricity easements within Lot
100 in DP1196620

PART 2 (Terms)

- 1 Terms of easement for electricity and other purposes numbered 1 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered AK980903 as amended above. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum. This easement expires on the day that the electric substation located on the Easement Site is decommissioned.

- 2 Terms of easement for electricity and other purposes numbered 2 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered AK980903 as amended above. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum. This easement expires on the day that the electric substation located on the Easement Site is decommissioned.

- 3 Terms of right of carriageway numbered 3 in the Plan.

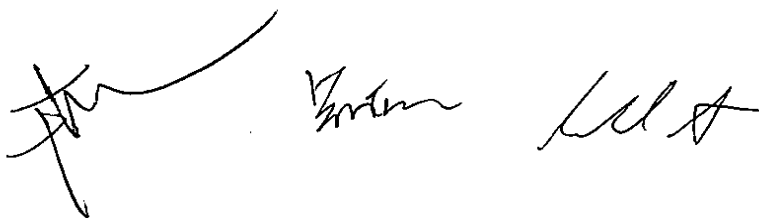
A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway. This right of carriageway expires on the day that the electric substation located on the Easement Site is decommissioned.

- 4 Terms of easement for earthing rods numbered 4 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered AK980903 as amended above. In this easement "easement for earthing rods" is taken to have the same meaning as "easement for electricity works" in the memorandum. This easement expires on the day that the electric substation located on the Easement Site is decommissioned.

Name of authority empowered to release, vary, or modify the easements numbered 1, 2, 3 and 4 in the plan.

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385



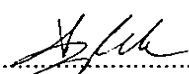
ePlan

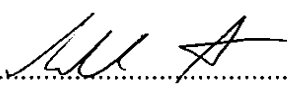
Plan **DP1237646**

Sheet 3 of 4 Sheets

Plan of electricity easements within Lot
100 in DP1196620

Signed, sealed and delivered for and on)
behalf of **Alpha Distribution Ministerial**)
Holding Corporation ABN)
67 505 337 385 in the presence of:)
)
)


.....
Signature of Witness


.....
Signature of Agent for Michael Pratt, NSW
Treasury Secretary (NSW Treasurer's
delegate under delegation dated
24 November 2015), on behalf of Alpha
Distribution Ministerial Holding
Corporation

KEVIN PEK
.....
Print name of Witness

RICHARD DEUT
.....
Name of Agent in full

52 Martin Place, Sydney NSW 2000

Plan **DP1237646**

Plan of electricity easements within Lot
100 in DP1196620

Signed, sealed and delivered for and on)
behalf of **Greenland (Sydney) George**)
Street Development Pty Ltd ACN 168)
585 573 by its attorney under power of)
attorney registered book 4710 no 969:)

Witness

Attorney

Xinmei Wang

Print name of Witness

WITNESS ADDRESS :
233 CASTLE REACH ST
SYDNEY NSW 2000

Xiaohua Luo.....

Print name of Attorney

Signed, sealed and delivered for and on)
behalf of **Bank of Communications Co.,**)
Ltd by its attorney under power of attorney)
registered book BK4724 no 661:)

Witness

Attorney

JIJUN YING

Print name of Witness

HONGDE YU

Print name of Attorney

Level 27, 363 George Street, Sydney NSW 2000

HEMMLF15403029111

Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919



AM978335H

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

(A) **TORRENS TITLE** 100/1196620

(B) **LODGED BY**

Document Collection Box 27C	Name, Address or DX, Telephone, and Customer Account Number if any Herbert Smith Freehills DX 361 Sydney Phone: (02) 9225 5000 LLPN: 124217E Reference: NC:JS:82333650	CODE PC
---------------------------------------	---	-------------------

(C) **REGISTERED PROPRIETOR** Of the above land
Greenland (Sydney) George Street Development Pty Ltd ACN 168 585 573

(D) **LESSEE MORTGAGEE or CHARGE** Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AK791656	Bank of Communications Co. Ltd ARBN 137 909 963

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
Environment Protection Authority ABN 43 692 285 758

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

DATE

(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:

Signature of authorised officer:

Name of witness: See Annexure A page 4

Name of authorised officer: See Annexure A page 4

Address of witness:

Position of authorised officer:

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

I certify that I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence. [See note* below] 2 DEC 2017

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness: See Annexure A page 4

Attorney's name: See Annexure A page 4

Address of witness:

Signing on behalf of:

Power of attorney-Book:

-No.:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. **AK791656**, 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.

Signature of witness: **See Annexure A pages 5** Signature of mortgagee:

Name of witness:

See Annexure A page 5

Address of witness:

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

Annexure A to Positive Covenant

Parties: Environment Protection Authority ABN 43 692 285 758 (**EPA**) and Greenland (Sydney)
George Street Development Pty Ltd ACN 168 585 573 (**Registered Proprietor**)

Dated

1. Definitions

In this instrument:

Burdened Land means the whole of the land comprised in **100/1196620**.

SEMP means the site and environmental management plan (and any attachments referred to in that plan) annexed in Schedule 1.

2. Run with the Land

The conditions and covenants, including this clause 2, in this positive covenant in this instrument are covenants and agreements between:

- (a) the EPA for itself and its successors, assignees and transferees; and
- (b) the Registered Proprietor for itself, its successors and every person who is entitled to an estate or interest in possession of the Burdened Land or any part of it with which the right is capable of enjoyment.

3. Positive Covenant

3.1 Terms of grant

The Registered Proprietor must at its own cost:

- (a) comply with the requirements under the SEMP at all times, including but not limited to:
 - (i) the basement management plan;
 - (ii) groundwater monitoring;
 - (iii) air sampling; and
- (b) ensure that no person is permitted to carry out any activities on the Burdened Land that do not comply with SEMP.

3.2 Groundwater

Without limiting the obligations under the SEMP, specific notice is given of section 5.5 of the SEMP which provides that groundwater is recommended not to be extracted from the off-site area for any purpose apart from groundwater monitoring.



4. Release, Vary or Modify

The EPA is empowered to release, vary or modify this positive covenant.

5. Interpretation

5.1 Headings

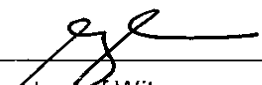
Headings do not affect the interpretation of this instrument.

5.2 Rules of interpretation

In this instrument, and unless the context indicates a contrary intention:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (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 and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this instrument) 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 instrument, and a reference to this instrument 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; and
- (j) a reference to "**\$**" or "**dollar**" is to Australian currency.

Executed by Environment Protection)
Authority ABN 43 692 285 758 pursuant)
to section 50(3)(a) of the *Interpretation Act*)
1987 by an authorised delegate:)
)
)



Signature of Witness



Signature of Authorised Delegate

VICTORIA LEE

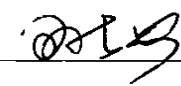
Print name of Witness
LEVEL 14, 59-61
GOULBURN STREET
SYDNEY NSW 2000

Arminda Ryan

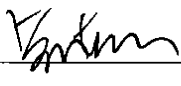
Name of Authorised Delegate
Director Contaminated Land Management

Title of Authorised Delegate

Signed, sealed and delivered for and on)
behalf of Greenland (Sydney) George)
Street Development Pty Ltd ACN 168)
585 573 by its attorney under power of)
attorney registered book 4710 no 969:)
)
)



Witness



Attorney

Xinmei Wang

Print name of Witness
SUITE 201, 233 CASTLEREAGH STREET
SYDNEY NSW 2000

Xiaohua Luo

Print name of Attorney

Executed by Bank of Communications)
Co Ltd ARBN 137 909 963 by its attorney)
under power of attorney registered book)
4724 no 661:)
)
)

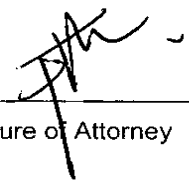
应继学

Signature of witness

Jijun Ying

Print name of the witness

27/263 GEORGE STREET
SYDNEY NSW 2000



Signature of Attorney

HONGDE YU

Print name of Attorney



Schedule 1 – Site and Environmental Management Plan

Three handwritten signatures in black ink, positioned horizontally at the bottom right of the page. The first signature is a simple cursive mark, the second is a more complex scribble, and the third is a clear cursive signature.



Site and Environmental Management Plan

Greenland (Sydney) George Street Development Pty Ltd

22 George St
Leichhardt, NSW

12 December 2017
51177/108668 (Revision 3)
JBS&G

www.jbsg.com.au

FTK
Imbin

Site and Environmental Management Plan

Greenland (Sydney) George Street Development Pty
Ltd

22 George St
Leichhardt, NSW

12 December 2017
51177/108668 (Revision 3)
JBS&G



Table of Contents

Abbreviations	v
1. Introduction	1
1.1 Objectives	1
2. Identification of the Site and Off-Site Areas	2
3. Summary of Former Contamination	3
3.1 Site History and Previous Remediation	3
3.2 Extent of Contamination	3
4. Management Requirements for the Site	5
4.1 Requirements for Building Maintenance	5
4.2 Requirements and Frequency of Groundwater Monitoring	5
4.3 Monitoring Wells and Analytes Required for Environmental Monitoring	5
4.4 Requirements for Air Monitoring	6
4.5 Timeframe	6
5. Management Requirements for the Off-Site Area	7
5.1 Timeframe	7
5.2 Soil Restrictions	7
5.3 Requirement to Confirm Public Notification of Potential Subsurface Impacts	7
5.4 Environmental Management Procedures for Intrusive Works	7
5.5 Risk Management and Control Measures	7
5.6 Requirements and Frequency of Groundwater Monitoring	8
5.7 Monitoring Wells and Analytes Required for Environmental Monitoring	8
5.8 Requirement and Frequency of Indoor Air Sampling	8
6. Sampling and Reporting Plan	10
6.1 Groundwater Monitoring	10
6.1.1 Sampling Method	10
6.1.2 Groundwater Sample Analysis	10
6.2 Monitoring of Air Quality	10
6.2.1 Indoor Air/Crawl Space Sampling	10
6.3 Vapour Sample Analysis	11
6.4 Quality Assurance / Quality Control	11
6.5 Annual Reporting	12
6.6 Cessation or Changes to the SEMP	13
6.7 Revision of the SEMP	14
6.8 Replacement of Monitoring Wells	14
6.9 Audit and Review	14



7.	Contingency Plan	15
7.1	Building Basement.....	15
7.2	Environmental Assessment	15
8.	Enforcement of the SEMP	16
8.1	Framework of Enforcement	16
8.2	Roles and Responsibilities	16
9.	Limitations	18

Figures

Figure 1: Site Location

Figure 2: Extent of Application of SEMP

Figure 3: Groundwater Monitoring Well Locations

Figure 4: Basement Air Sampling Locations (Greenland Development Site)

Appendices

Appendix A: *'Report for Greenland for the Required Post Construction Basement Management Plan'*, dated 13 June 2017 and prepared by SCP Consulting Engineers Pty Ltd

Appendix B: Borelogs



Abbreviations

ACM	Asbestos Containing Material
AHD	Australian Height Datum
bgs	below ground surface
BTEX	Benzene, toluene, ethylbenzene and xylenes
DCA	Dichloroethane
DCE	Dichloroethene
DEC	NSW Department of Environment and Conservation
DECCW	NSW Department of Environment, Climate Change and Water
DP	Deposited Plan
DQI	Data quality indicator
DQOs	Data Quality Objectives
EPA	NSW Environment Protection Authority
GME	Groundwater monitoring event
ha	Hectare
HIL	Health based investigation level
JBS&G	JBS&G Australia Pty Ltd
LOR	Limit of Reporting
MAH	Monocyclic Aromatic Hydrocarbon
OEH	Office of Environment and Heritage
PAHs	Polycyclic aromatic hydrocarbons
PCE	Tetrachloroethene
PQL	Practical Quantitation Limit
QA/QC	Quality Assurance/Quality Control
RPD	Relative Percentage Difference
SAQP	Sampling, Analysis and Quality Plan
SAR	Site Audit Report
SAS	Site Audit Statement
TCA	Trichloroethane
TCB	Trichlorobenzene
TCE	Trichloroethene
TMB	Trimethylbenzene
TPH	Total Petroleum Hydrocarbons (C ₆ -C ₉ and C ₁₀ -C ₃₆)
VC	Vinyl chloride

1. Introduction

JBS&G Australia Pty Ltd (JBS&G), formerly JBS Environmental Pty Ltd, was engaged by Greenland (Sydney) George Street Development Pty Ltd (Greenland; the client) to undertake validation of remediation works for Greenland's redevelopment of former commercial / industrial premises as located at 22 George St, Leichhardt, NSW (the 'site'). A figure showing the location of the site is provided as **Figure 1**.

The Greenland development site is currently being developed for a combined residential and retail / commercial development. The site was historically used for industrial purposes and was subject to a range of contaminants associated with this use including volatile organic compounds (VOCs). Environmental assessments as undertaken by JBS&G have identified that principally VOCs have migrated through groundwater from the site to the west, underlying Upward St, potentially affecting residential properties located further west of Upward St. The extent of the site potentially affected off-site area is shown on **Figure 2**.

Recent extensive remediation works have been undertaken on the site to remove the source of these contaminants in accordance with the requirements of a NSW Environmental Protection Authority (EPA) issued Management Order (notice no. 20161401). These remedial works have been found by recent assessments to have been effective in:

- Rendering the site suitable for the proposed residential land use through the construction of a new building basement across the majority of the site that is vapour proof and also prevents the ingress of ground water into the buildings; and
- Preventing contamination as potentially sourced from the site in resulting in an unacceptable human health risk to off-site and downgradient receptors to the west. This conclusion has been based on characterisation of impact in land to the west of the site.

A Site and Environmental Management Plan (SEMP) is therefore required to ensure the newly constructed building basement is maintained in good condition and to manage potential exposures of off-site human receptors to contaminants that have historically migrated from the site. This SEMF has been prepared in accordance with relevant guidelines made or approved by the NSW EPA.

1.1 Objectives

An SEMF has been identified as being required to control potential future exposure to soil and groundwater contamination as associated with historical presence of hydrocarbon based contaminants on the former industrial site located at 22 George St, Leichhardt. The SEMF is further required to confirm, by future sampling and analysis to supplement existing sampling and analysis, that potential vapours as associated with the migration of contaminants do not pose a potential health risk to receptors on Upward St in proximity of the Greenland site.

2. Identification of the Site and Off-Site Areas

The SEMP relates to the site and the area of Upward St and residential properties located to the west of Upward St as potentially affected by the migration of historical contamination as present on the Greenland development site. This includes (generally) residential dwellings located at 33 to 57 Tebbutt St and a residential dwelling at 40 Upward St. The SEMP further applies to a small portion of Tebbutt St consistent with the location of a monitoring point.

The site location is shown in **Figure 1**. The extent of the area to be controlled by the SEMP, and the adjoining Greenland development site, are shown on **Figure 2**. The details of the area to be controlled by the SEMP are summarised in **Tables 2.1 and 2.2** and are described in more detail throughout the SEMP. To this end, **Section 4** of this SEMP documents the management requirements for residential use of the site, while **Section 5** documents the management requirements for the off-site area (the extent of which is shown in **Figure 2**).

Table 2.1: Summary of Site Details

Title Identification	Lot 100 in DP 1196620
Address	22 George St Leichhardt
Local Government Authority	Inner West Council
Easting	328757 (MGA56)
Northing	6248656 (MGA56)
Previous Use	Commercial / industrial
Proposed Use	Medium density residential
Site Area	10 130 m ²

Table 2.2: Upward St, Tebbutt St and Upward St / Tebbutt St properties to be Managed by SEMP

Lot/DP	Lot 2, Section 1 DP2626; Lot 3, Section 1, DP262; Lot 2 DP302683; Lot 5, Section 1, DP2626; Lot 6, Section 1, DP2626; Lot 1 DP227474; Lot 8, Section 1, DP2626; Lot 9, Section 1, DP2626; Lot 10, Section 1, DP2626; Lot 11 DP2626; Lot 12 DP2626; Lot B DP315972; Lot A DP315972; and Lot 2 DP227474
Address	33 to 57 Tebbutt St, 40 Upward St Leichhardt, portion of Upward St and portion of Tebbutt St
Local Government Authority	Inner West Council
Current Uses	Roadway and residential dwellings

3. Summary of Former Contamination

3.1 Site History and Previous Remediation

The Greenland site was historically owned by Kolotex and used for industrial purposes. Previous assessments had identified a range of potential contamination sources on the site including: flammable goods storage and use including lubricants, paints, degreasers in various areas of the site; water treatment tanks and associated facilities adjacent to the boiler house and in the central south section of the site; electrical substation and internal power boards located in the central west section of the site; electroplating facility located in the central southern section of the site; dye house and spray shop; former above ground storage tank (AST) and underground storage tank (UST); and possible former industrial use of the site by a battery manufacturing company and other users. The former Labelcraft property located directly adjacent to the northern site boundary and hydrogeologically upgradient was further considered to be a potentially significant contamination source to the Greenland site.

The Greenland site was historically notified as significantly contaminated as by the NSW EPA. Constituents of potential concern (COPCs) have been identified in the previous NSW EPA correspondence to nominate the site as significantly contaminated as: Tetrachloroethene (PCE); Trichloroethene (TCE); cis 1,2-dichloroethene (cis-1,2-DCE); Vinyl chloride (VC); Chlorobenzene (CB); 1,4-dichlorobenzene (1,4-DCB); 1,2-dichlorobenzene (1,2-DCB); Naphthalene; and Benzo(a)pyrene.

Remediation works have been undertaken on the Greenland site to remove the source of contaminants. This has included excavation for the basement associated with the proposed development which included the removal of impacted fill materials from across the site, additional excavation as undertaken at the northern portion of the site to remove potential source material associated with chlorinated hydrocarbon contamination, and several months of groundwater extraction and treatment at the northern site boundary adjoining the former Labelcraft site. The works have been found to be effective in removing contaminant source material and characterising impacts in land to the west of the site.

3.2 Extent of Contamination

Recent assessments of groundwater, soil vapour and indoor air / crawl space vapour have been completed within Upward St, Tebbutt St and residential dwellings in proximity. Potentially complete human exposure pathways to contaminants which have migrated from / through the Greenland site have been found in the form of inhalation of vapours. Vapours will potentially occur from contaminants which are migrating through groundwater in a westerly direction from the site.

Slightly elevated levels of chlorinated ethenes and petroleum hydrocarbons have been reported in soil vapour underlying Upward St. The levels were generally below levels that are considered to pose a potential health risk consistent with the encountered depth of groundwater during drilling being greater than 3 m below ground surface. Petroleum hydrocarbons were considered to be related to sources associated with Upward St and distinct from potential sources on the Greenland site.

Detectable levels of chlorinated hydrocarbons have been further reported in groundwater samples. These concentrations were assessed as being below levels that would pose a potential vapour intrusion risk to the dwellings in proximity. For confirmation, levels of chlorinated ethenes in indoor air and crawl space samples were also assessed across the off-site area where permission was granted. Risk assessment based on the air sample results was able to confirm that concentrations of these compounds do not present an unacceptable human health risk to the existing land users. Nonetheless the monitoring plan presented in this document includes a requirement for routine

monitoring of ambient air and groundwater quality across the off-site area to ensure changes do not occur that could lead to an unacceptable risk.

The highest levels of impact have generally been reported consistent with the extent of the northern portion of the site, and the adjoining Labelcraft site, as shown on **Figure 2**. Groundwater impact, the source of soil vapours, has not been found to migrate to the extent of Tebbutt St further west, with the monitoring well installed in proximity of Tebbutt St reporting non-detect levels of for the COPCs. The southern portion of the Greenland site, and the associated downgradient area, has generally been found in the most recent assessments to be free of potentially mobile contaminants as related to the site.

4. Management Requirements for the Site

4.1 Requirements for Building Maintenance

Appendix A is a copy of the 'Report for Greenland for the Required Post Construction Basement Management Plan', dated 13 June 2017 and prepared by SCP Consulting Engineers Pty Ltd (SCP 2017).

The management requirements for maintenance of the building involves the adoption of all building inspection and remedy protocols specified in SCP (2017). Additionally the following requirements also apply to operation of the basement in accordance with the building design specifications:

- The passively ventilated void installed on the site, between the outside of the wall and the basement excavation, must be maintained by loose gravel or pre-fabricated drainage cells.
- Preclusion of a Car Park Attendant, or similar full-time employee in the basement.
- Maintenance of all basement elements and associate vapour and seepage controls, installed on site in accordance with the Construction Quality Assurance Plan. Adoption of the building inspection and remedy protocols specified in SCP (2017) will be adequate to ensure compliance with this requirement.
- Ventilation to the basement achieving a minimum of four volume changes per day.
- Given that GHD Pty Ltd (GHD) was engaged during of the construction of the building basement to provide specialist advice in relating to installation of the vapour membrane, there is also a requirement that GHD must observe the rectification of the crane pits and indicate their satisfaction by letter to the NSW EPA, Council and, if required the appointed NSW EPA Accredited Site Auditor, as soon as practically possible afterwards.

4.2 Requirements and Frequency of Groundwater Monitoring

Groundwater monitoring wells MW01S, MW01D, MW02S, MW02D, MW04D and MW05S as located along the northern boundary of the site and shown on Figure 3 shall be sampled on an annual basis. Monitoring is required to assess the contamination status of groundwater migrating onto the site into the future.

4.3 Monitoring Wells and Analytes Required for Environmental Monitoring

The monitoring wells to be included in the environmental monitoring and the analytes required to be assessed are summarised following in Table 4.1.

Table 4.1: Summary of Groundwater Monitoring Requirements

Monitoring Well	Frequency	Required Analytes ¹
MW-01S	Annual (January of each year)	Field parameters, VOCs
MW-01D	Annual (January of each year)	Field parameters, VOCs
MW-02S	Annual (January of each year)	Field parameters, VOCs
MW-02D	Annual (January of each year)	Field parameters, VOCs
MW-EW4D	Annual (January of each year)	Field parameters, VOCs
MW-EW5S	Annual (January of each year)	Field parameters, VOCs

A figure showing the location of each monitoring well is provided as Figure 3. Sampling methods, assessment criteria and reporting requirements to be adopted for the annual groundwater monitoring works are provided in Section 6.

4.4 Requirements for Air Monitoring

Indoor air sampling and analysis has been previously undertaken within the newly completed building to assess whether future residents may be subject to unacceptable risks. It is proposed that annual sampling continue to be undertaken in the following areas:

1. At 2 locations within the building basement;
2. At one location representative of vapours present within the void along the building basement periphery;
3. At one ground level location in proximity of a void venting point.

Proposed locations for collection of these samples are shown on **Figure 4**. Indoor air sampling of the building basement be completed in annually in January of each year, and completed in conjunction with the on-site groundwater monitoring specified in **Section 4.3** and the off-site monitoring works detailed in **Section 5**.

Sampling methods, assessment criteria and reporting requirements to be adopted for the annual site monitoring works are provided in **Section 6**.

4.5 Timeframe

The requirements of SCP (2017) as the management plan for the site will apply for the lifetime of the newly constructed building (i.e. indefinitely). The management requirements for the site as presented in SCP (2017) shall not be ceased or amended in any way without approval by the NSW EPA.

The requirement for environmental monitoring within the building will apply indefinitely or until such a time as residual groundwater contamination below appropriate screening levels. The SEMP shall not be ceased or amended in any way without approval by the NSW EPA.

5. Management Requirements for the Off-Site Area

5.1 Timeframe

The requirements of the SEMP for the off-site area will apply indefinitely to the affected area of Upward St and relevant properties as shown on **Figure 2**, subject to the decision rules as summarised within this document. The SEMP shall not be ceased or amended in any way without approval by the NSW EPA.

5.2 Soil Restrictions

Principally chlorinated hydrocarbon impacts have been identified in groundwater as discharging from the site. During drilling works, groundwater has been encountered at a minimum depth of 3 m underlying Upward St. Some residual soil impacts potentially exist at depth in the off-site area as associated with the depth and extent of the groundwater fluctuation zone. While no specific controls on use of the off-site areas are required based on the residual soil impacts, it is recommended that wherever possible the existing ground cover (i.e. pavement) is maintained in place and in good condition.

Potential future workers undertaking deep excavations should be aware of the potential of occurrence of impacted soils at depth. Any excavations within the off-site area should consider the requirement to environmentally characterise soils prior to commencement of the excavation works. Any excess soil generated from the excavation activity should be classified and managed in accordance with NSW EPA (2014) Waste Classification Guidelines.

5.3 Requirement to Confirm Public Notification of Potential Subsurface Impacts

An annual check of dial before you dig plans must be completed to confirm that the potential for contamination in the vicinity of the SEMP subject area is identified on subsurface utility plans publicly available for the area. This check will be completed by JBS&G (environmental consultant). In the event that the subsurface utility plans do not indicate the potential for contamination to be present across the SEMP subject area, then Greenland¹ will be responsible for notifying 'dial before you dig' administration to rectify the omission of this information.

5.4 Environmental Management Procedures for Intrusive Works

In the event that intrusive works must disturb the existing ground cover or sealed surfaces (i.e. are not minor works), then these shall be conducted in accordance in a manner that minimises potential direct exposure of workers to impacted materials. To this extent, advice may be sought from Greenland and JBS&G (environmental consultant) as to appropriate procedures / monitoring / safeguards to be put in place for such works.

5.5 Risk Management and Control Measures

The potential extent of impacted groundwater within the off-site area is shown to **Figures 2 and 3**. The nature of groundwater impact causes the affected groundwater to be considered unsuitable for any beneficial uses. Potential extraction of groundwater from within this area, may further cause the increased migration of hydrocarbon impact.

It is recommended that groundwater is not to be extracted from the off-site area for any purpose apart from groundwater monitoring. Should a need arise for groundwater to be extracted from the site for purposes other than monitoring, then an appropriately qualified environmental consultant should advise on the nature of controls and management required to ensure the works are

¹ 1. As per DA condition 20 (D/2014/713) for the Leichhardt Green development, Greenland will retain the role as primary stakeholder for the first 5 years of implementation of this SEMP. At the five year milestone, the responsibilities assigned to Greenland will be transferred to the Body Corporate which is responsible for managing the Leichhardt Green strata scheme.

completed appropriately and do not result in an unacceptable exposure to human or environmental receptors. This assessment should include an application made to the NSW Office of Water to licence any proposed groundwater extraction prior to installation of bores/wells or spearpoints.

The extent of the area of restricted groundwater extraction is consistent with the area of application of the SEMP and is shown on **Figure 2**.

No other forms of management or control are required with respect to groundwater underlying the off-site area and uses associated with existing or complying development.

5.6 Requirements and Frequency of Groundwater Monitoring

Groundwater monitoring wells MW801 to MW803, MW805 and MW806 as located within Upward St and Tebbutt St and shown on **Figure 3** shall be sampled on an annual basis. Monitoring is required to assess whether mitigation of groundwater impacts as observed by recent sampling and analysis of these wells persists into the future.

5.7 Monitoring Wells and Analytes Required for Environmental Monitoring

The monitoring wells to be included in the environmental monitoring and the analytes required to be assessed are summarised following in **Table 5.1**.

Table 5.1: Summary of Groundwater Monitoring Requirements

Monitoring Well	Frequency	Required Analytes ¹
MW801	Annual (January of each year)	Field parameters, VOCs
MW802	Annual (January of each year)	Field parameters, VOCs
MW803	Annual (January of each year)	Field parameters, VOCs
MW805	Annual (January of each year)	Field parameters, VOCs
MW806	Annual (January of each year)	Field parameters, VOCs

A figure showing the location of each monitoring well is provided as **Figure 3**. Sampling methods, assessment criteria and reporting requirements to be adopted for the annual groundwater monitoring works are provided in **Section 6**.

5.8 Requirement and Frequency of Indoor Air Sampling

Indoor air and crawl space sampling and analysis has been previously undertaken to assess whether current and actual health risks are occurring to residents. This data is considered with groundwater data to determine whether vapour exposure pathways as attributable to site related COPCs are complete. It is proposed to continue to undertake indoor air / crawl space sampling at an annual frequency at four of the most potentially affected residences.

Previous attempts to undertake indoor air / crawl space sampling have been substantially restricted / limited by site owner preclusion of access. To this extent, the potentially affected properties shall be attempted to be sampled in the following order of preference (with review of **Figure 3**):

1. Crawl space at 43 Tebbutt St;
2. Dwelling at 51 Tebbutt St;
3. Dwelling at 49 Tebbutt St;
4. Dwelling at 53 Tebbutt St;
5. Dwelling at 47 Tebbutt St;
6. Dwelling at 55 Tebbutt St;
7. Dwelling at 45 Tebbutt St;
8. Dwelling at 57 Tebbutt St;

9. Dwelling at 40 Upward St;
10. Dwelling at 41 Tebbutt St;
11. Dwelling / building at 39 Tebbutt St;
12. Building at 37 Tebbutt St;
13. Building at 35 Tebbutt St; then
14. Building at 33 Tebbutt St.

Permission to undertake sampling shall be requested at each property in turn as per the list above until a total of not less than four properties have agreed to facilitate the sampling. With the exception of the property at 43 Tebbutt Street, sampling shall be undertaken on an annual basis and at the same time as groundwater sampling. The property at 43 Tebbutt Street shall be sampled at a quarterly frequency, with the initial sampling round being completed on commencement of this SEMP. Decision rules are provided to the Annual Reporting Section that will inform when the frequency of sampling at 43 Tebbutt Street can be reduced to an annual basis, consistent with the remaining properties. Sampling methods, assessment criteria and reporting requirements to be adopted for the annual groundwater monitoring works are provided in **Section 6**.

6. Sampling and Reporting Plan

6.1 Groundwater Monitoring

6.1.1 Sampling Method

A peristaltic pump with small diameter tubing shall be used for groundwater sampling. It is noted in the Murray-Darling Basin Groundwater Sampling Guidelines as referenced in *National Environment Protection (Assessment of Site Contamination) Measure*, 1999, National Environment Protection Council that air bubbles may potentially be formed in peristaltic pump tubing which may cause volatilisation of volatile constituents. Small diameter tubing shall be used with peristaltic pump to prevent this from occurring.

Monitoring wells shall be purged at the highest possible flow-rate while ensuring that minimal fluctuations in depth to water occur. A flow cell shall be used to continuously monitor water quality parameters of: Electrical conductivity (EC); Redox potential (Eh); pH; Dissolved oxygen (DO); and Temperature. The groundwater sample shall be collected as per the sampling guidance provided to *Groundwater Sampling Guidelines Publication 669*, April 2000, Victorian EPA:

- Consecutive EC readings were within 3%;
- Consecutive Eh readings were within 10mV;
- Consecutive DO readings were within 10%; and
- Consecutive pH readings were within 0.5.

Groundwater samples shall be transferred directly to laboratory supplied sample bottles. Sample bottles shall be clearly marked with sample identification details and transferred to an esky chilled with loose ice.

6.1.2 Groundwater Sample Analysis

All analysis of groundwater samples shall be undertaken by NATA accredited laboratories.

6.2 Monitoring of Air Quality

6.2.1 Indoor Air/Crawl Space Sampling

Indoor air / crawl space vapour sampling shall be undertaken using Summa Canisters as equipped with flow controllers set for a 24 hour sample duration. Sample collection shall be undertaken consistent with the following:

- Canister preparation documentation as supplied by the laboratory shall be reviewed and the Canister vacuums at laboratory despatch identified;
- The canister vacuum gauge reading shall be confirmed as consistent with the laboratory documented vacuum (typically -30"). Where any deviations occur, the canister shall be disregarded;
- For the case of indoor air samples, the dwelling shall be inspected and a sample location of likely low ventilation as close as possible to the floor and floor / wall interfaces selected. The area shall be confirmed as free of any visible signs of use to store or otherwise handle organic liquids (i.e. cleaners / paints etc). The canister shall be placed here and the flow controller activated;
- For the case of the crawl space, an accessible location as close to the dwelling as possible shall be adopted for the placement of the canister. The flow controller on the canister shall be activated to commence sampling; and

- After a period of 24 hours, the canister shall be accessed and the flow controller deactivated. The vacuum gauge on the canister shall be inspected to ensure that at least -4 inches of vacuum is reported as still present at the cessation of sampling, (typically -10"). The vacuum at the cessation of sampling shall be recorded on the laboratory chain of custody documentation.

Summa Canisters shall have the flow controller completely deactivated and transferred to a darkened cool container for transport to the laboratory.

6.3 Vapour Sample Analysis

Summa Canisters as used for indoor air / crawl space vapour sampling shall be analysed by NATA accredited laboratories. The laboratory shall be requested to report VOCs as consistent with a US EPA TO-15 suite.

6.4 Quality Assurance / Quality Control

The pre-determined Data Quality Indicators (DQIs) established for the SEMP are discussed below in relation to precision, accuracy, representativeness, comparability and completeness (PARCC parameters), and are shown in **Table 6.1**.

- **Precision** - measures the reproducibility of measurements under a given set of conditions. The precision of the laboratory data and sampling techniques is assessed by calculating the Relative Percent Difference (RPD)² of duplicate samples.
- **Accuracy** - measures the bias in a measurement system. The accuracy of the laboratory data that is generated during this study is a measure of the closeness of the analytical results obtained by a method to the 'true' value. Accuracy is assessed by reference to the analytical results of laboratory control samples, laboratory spikes and analyses against reference standards.
- **Representativeness** –expresses the degree which sample data accurately and precisely represents a characteristic of a population or an environmental condition. Representativeness is achieved by collecting samples on a representative basis across the site, and by using an adequate number of sample locations to characterise the site to the required accuracy.
- **Comparability** - expresses the confidence with which one data set can be compared with another. This is achieved through maintaining a level of consistency in techniques used to collect samples; ensuring analysing laboratories use consistent analysis techniques and reporting methods.
- **Completeness** – is defined as the percentage of measurements made which are judged to be valid measurements. The completeness goal is set at there being sufficient valid data generated during the study.

$$^2 RPD(\%) = \frac{|C_o - C_d|}{C_o + C_d} \times 200$$

Where C_o is the analyte concentration of the original sample
 C_d is the analyte concentration of the duplicate sample

Table 6.1: Summary of Quality Assurance / Quality Control Program

Data Quality Objective	Frequency	Data Quality Indicator
<i>Precision</i>		
Blind duplicates (intra laboratory)	1 / 20 samples	<50% RPD ¹
Split duplicates (inter laboratory)	1 / 20 samples	<50% RPD ¹
Laboratory duplicates	1 / 20 samples	<50% RPD ¹
Trip blank (groundwater only)	1 / media	<LOR
Trip spike (groundwater only)	1 / media	70-130%
<i>Accuracy</i>		
Surrogate spikes	All organic samples	70-130%
Laboratory control samples	1 per lab batch	70-130%
Matrix spikes (groundwater only)	1 per lab batch	70-130%
<i>Representativeness</i>		
Sampling appropriate for media and analytes		-
Laboratory blanks	1 per lab batch	<LOR
Samples extracted and analysed within holding times.	-	14 days for COPC's
Maintenance of canister vacuum (vapour samples only)	All canisters	No significant loss of vacuum
<i>Comparability</i>		
Standard operating procedures for sample collection & handling	All Samples	All samples
Standard analytical methods used for all analyses	All Samples	All samples
Consistent field conditions, sampling staff and laboratory analysis	All Samples	All samples
Limits of reporting appropriate and consistent	All Samples	All samples
<i>Completeness</i>		
Soil vapour description and COCs completed and appropriate	All Samples	- All samples
Appropriate documentation	All Samples	- All samples
Satisfactory frequency and result for QC samples	All QA/QC samples	-
Data from critical samples is considered valid	-	Critical samples valid

(1) If the RPD between duplicates is greater than the pre-determined data quality indicator, a judgement will be made as to whether the excess is critical in relation to the validation of the data set or unacceptable sampling error is occurring in the field.

All data generated by the SEMP requires to comply with the DQI's.

6.5 Annual Reporting

On the basis of annual sampling completed in January of each year, an Annual Report shall be prepared for Greenland (client) or the Body Corporate prior to the 30th March each year. The report shall detail all works and environmental data as relevant to the administration of the SEMP. The report shall detail:

- Statement of compliance with the SEMP;
- Any complaints or incidents with respect to groundwater across the area shown on **Figure 2** as reported since the previous monitoring event;
- The sampling undertaken including provision of all field forms (at least comprising sampling forms and calibration records) and an assessment of quality assurance / quality control (QA/QC) of the generated data and a statement as to usability of the data;
- A summary of the environmental results achieved for each monitoring well and indoor air / crawl space vapour sample provided in Summary Tables detailing all historical results;
- Copies of all laboratory reports;

- Comparison of all groundwater sampling and analysis results to historically generated data for the monitoring wells for the purposes of assessing trends and continued mitigation of the migration of groundwater impact;
- Comparison of detected constituents (only) in indoor air / crawl space vapour that were also detected in groundwater data to reference concentrations / vapour screening criteria as current and relevant and advised to *National Environment Protection (Assessment of Site Contamination) Measure, 2013*, National Environment Protection Council (NEPC 2013), or in lieu of NEPC (2013) guidance the most recent 'resident air regional screening level' as issued by US EPA Region 9 and based on a target hazard of 1.0 and a target risk of 1×10^{-5} ;
- For samples collected from 43 Tebbutt Street, the mean concentration of four consecutive quarterly samples shall be calculated provided that no rising trend is observed over time in the results obtained. The mean value obtained shall be compared to the reference concentrations / vapour screening criteria as current and relevant and advised to National Environment Protection (Assessment of Site Contamination) Measure, 2013, National Environment Protection Council (NEPC 2013), or in lieu of NEPC (2013) guidance the most recent 'resident air regional screening level' as issued by US EPA Region 9 and based on a target hazard of 1.0 and a target risk of 1×10^{-5} . Where the mean value is less than the adopted assessment criteria, then the sampling frequency for the 43 Tebbutt Street property shall be reduced to annual sampling, consistent with all other properties.
- Assessment of data obtained at each monitoring point to the requirements of cessation of monitoring outlined in the SEMP;
- A trend analysis of the historical COPC data available for groundwater, including the results of the newly completed monitoring event; and
- Any recommendations including removal of monitoring wells from the SEMP or recommendations to control potential exposure to increases in contamination levels and risks to off-site receptors, as based on environmental consultant assessment of the groundwater, indoor air and crawl space vapour monitoring data.

Document tracking for each Annual Report shall occur by retention of the Annual Report by the person / organisation responsible for preparation for a minimum period of seven years. Copies shall be provided to the NSW EPA for the purpose of review, to Inner West Council for site records and also made available to other relevant stakeholders on request.

6.6 Cessation or Changes to the SEMP

The monitoring provisions of the monitoring plan shall be undertaken for a period of at least two years (two events). As per the notes provided to **Table 8.1**, in the event that the routine monitoring required by this document requires extension beyond a period of 5 years, then Greenland shall transfer all their responsibilities with respect to implementation of monitoring to the Body Corporate overseeing the Leichhardt Green Strata Scheme.

The indoor air / crawl space vapour monitoring events may be ceased where three consecutive events (including historical data) at all assessed properties is assessed by an environmental consultant to not indicate an unacceptable health risk attributable to contaminants sourced from the Greenland site. This assessment requires to be agreed / endorsed by the NSW EPA.

The quarterly monitoring at 43 Tebbutt St may be revised to annual monitoring, consistent with the remaining properties, where the average crawl space vapour concentration, or the average estimated indoor air concentration (as estimated from the crawl space data) is similarly below a level that indicates an unacceptable health risk attributable to contaminants sourced from the Greenland site. This assessment requires to be agreed / endorsed by the NSW EPA.

The groundwater monitoring events may be ceased where residual groundwater contamination below appropriate screening levels across the extent of monitoring wells assessed. This shall be assessed by an environmental consultant and agreed by the NSW EPA.

6.7 Revision of the SEMP

The SEMP may be revised in the future on the basis of comments / instructions as received from the NSW EPA.

Any revisions / amendments to the SEMP require to be approved by the NSW EPA.

Copies of the revised SEMP should be distributed to the current stakeholders in the site for ongoing implementation.

6.8 Replacement of Monitoring Wells

The potential exists that current monitoring wells may be destroyed or damaged in the future. Alternately, the current location of monitoring wells may become inaccessible by future development. It is a requirement of the SEMP that the groundwater monitoring wells are maintained in proper functioning condition. In the case of a well being damaged or destroyed then the monitoring well shall be replaced as close as possible to the current location and installed in an identical manner to the formerly existing well. Borelogs detailing monitoring well construction as provided as **Appendix B** to instruct any future re-installation works.

6.9 Audit and Review

The Annual Reports as issued under the SEMP shall be submitted to the NSW EPA. The SEMP shall not be ceased or amended in any way without approval from the NSW EPA.

7. Contingency Plan

7.1 Building Basement

Contingency actions as required for defects observed within the newly constructed building basement are defined in SCP (2017) provided as **Appendix A**.

7.2 Environmental Assessment

Consistent with environmental assessments of the site and the removal of source material to the extent practicable, it is anticipated that natural attenuation processes will cause the destruction of the current remnant on and off-site environmental impacts. *Guidelines for the Assessment and Management of Groundwater Contamination, 2007*, Department of Environment and Conservation (DEC 2007) requires an assessment of contingencies for the event where natural attenuation is found to be ineffective in the control of the extent of groundwater impact.

Off-site impacts would be caused by the migration of contamination from / through the Greenland site. Extraction wells have been historically installed along the eastern boundary of the northern portion of the Greenland site to facilitate groundwater pump and treat remediation during the site construction works. These extraction wells shall be maintained by Greenland subsequent to the site development works.

Where an increase in levels of groundwater impact occur off-site and a potential for a current health risk from exposure to chlorinated hydrocarbon vapours is confirmed by indoor air / crawl space vapour sampling and analysis, contingency actions shall be required to be employed. These shall include a consideration of:

- Liaison between Greenland, the environmental consultant, the NSW EPA and the affected property owner(s) as to actions to undertake to reduce the inhalation exposure at the affected residence(s); and
- Use of the on-site extraction wells to undertake pump and treat of groundwater as consistent with the system employed during site construction works. A pump and treat groundwater approach is likely to reduce the flux of contaminants passing through the Greenland site and potentially draw back contaminated groundwater causing unacceptable levels of vapours at the off-site properties / dwellings; and/or
- Use of the on-site extraction wells to inject additives to groundwater that will assist / enhance natural attenuation processes. Any such works shall be agreed by the NSW EPA prior to implementation and shall be confirmed as not posing a potential risk to the integrity of structures on the Greenland development site as designed to preclude seepage water and vapours to the building basement.

Notwithstanding the nominated options above, the selection of the most appropriate contingency measure shall be determined by consultation with Greenland, the environmental consultant and the NSW EPA. The consultation shall be facilitated by the environmental consultant presenting a remedial options assessment to guide the remedy selection.

8. Enforcement of the SEMP

Relevant property owners / managers shall be issued a copy of the SEMP. The extent of the off-site area requires to be notified on the Dial-before-you dig database that subsurface impacts occur in the vicinity of the site.

Greenland shall make available assistance / resources as required to facilitate compliance to the SEMP with the relevant stakeholders as listed in **Table 8.1**, and undertake an annual check that the notification for the area subject to this SEMP remains in place on the dial before you dig database.

8.1 Framework of Enforcement

Leichhardt Municipal Council³ Development Consent DA 2014/713 as issued for the site includes Condition 13 requires the preparation of an on-going groundwater management plan for the extent of the site and the provisions presented in the plan to be legally enforceable, and that funding for a period of not less than five years from commencement of the strategy must be provided by the applicant/developer i.e. Greenland. Condition 16 of the Consent DA 2014/713 also requires that the ongoing remediation strategy for groundwater remediation is to be in accordance with the environmental management plan adopted and in operation for the site.

This SEMP is to be enforced through a public positive covenant registered under section 88E of the Conveyancing Act 1919 on the title of the site. This public positive covenant is also to be registered to the title on the site by the NSW EPA under section 29(2) of the CLM Act.

8.2 Roles and Responsibilities

This SEMP is intended to apply to a range of key Site stakeholders. Key responsibilities for specific stakeholders are outlined in **Table 8.1** below.

Table 8.1: Stakeholders and Responsibilities

Stakeholder	Responsibilities
Greenland (initial 5 years of SEMP implementation) ¹	<ol style="list-style-type: none"> 1. Provide the SEMP to the current and future occupiers of the identified affected dwellings and to ensure notification under DBYD services. 2. Provide funding to ensure both on-site and off-site monitoring works are completed in accordance with the requirements of this SEMP. 3. Ensure that a suitably qualified and competent environmental consultant is engaged to implement the monitoring and reporting provisions of the SEMP and are available to advise stakeholders of potential hazards associated with deep excavation works. 4. Ensure the requirements of the SEMP are successfully implemented. 5. Implement contingency actions as necessary / required. 6. Greenland will inform the EPA of the contact details for "Body Corporate" in the event of monitoring beyond the initial period of 5 years is required.
Body Corporate (after 5 years of SEMP implementation) ¹	<ol style="list-style-type: none"> 1. Provide the SEMP to the current and future occupiers of the identified affected dwellings and to ensure notification under DBYD services. 2. Ensure on-site and off-site monitoring works are completed in accordance with the requirements of this SEMP. 3. Ensure that a suitably qualified and competent environmental consultant is engaged to implement the monitoring and reporting provisions of the SEMP and are available to advise stakeholders of potential hazards associated with deep excavation works. 4. Ensure the requirements of the SEMP are successfully implemented. 5. Implement contingency actions as necessary / required.
Property owners (including Council)	<ol style="list-style-type: none"> 1. Ensure operations and intrusive works on the Site are conducted in accordance with the requirements of this SEMP and other relevant statutory requirements including current Occupation, Health & Safety (OH&S) legislation. 2. Ensure that any persons or sub-contractors, who are engaged on the Site, are inducted into the SEMP and are aware of their environmental responsibilities in relation to restrictions with respect to soils and/or groundwater when completing deep excavations.
Inner West Council	As specified in Section 3.4.6 of the <i>Guidelines for the NSW Site Auditor Scheme</i> (2006), the responsibilities of council, in the role of consent authority for the Site, and landowner in proximity of the known area of impact, shall be limited to enforcement of the SEMP as a condition in any future development consent for additions or alterations to the development that may involve disturbance of soil at a potentially affected site.
NSW EPA	Act as regulator for the SEMP by reviewing / approving modifications to the Site and Environmental Management Plan

³ Currently regulated by Inner West Council, which includes the former Leichhardt Council

Subsurface utility owners	Participate in liaison with Greenland should deep subsurface works be proposed in the vicinity of subsurface utility lines in proximity of the site.
---------------------------	--

Notes:

- As per DA condition 20 (D/2014/713) for the Leichhardt Green development, Greenland will retain the role as primary stakeholder for the first 5 years of implementation of this SEMP. At the five year milestone, the responsibilities assigned to Greenland will be transferred to the Body Corporate which is responsible for managing the Leichhardt Green strata scheme. Greenland will inform the EPA of the contact details for "Body Corporate" in the event of monitoring beyond the initial period of 5 years is required.

Table 8.2 following lists each of the key tasks / responsibility of the SEMP and the requirement / responsibility for implementation.

Table 8.2: SEMP Implementation

Task	Responsibilities	Frequency	Comments
Maintain / administer SEMP	Greenland / Body Corporate ¹	Continuous	Document owners
	JBS&G / NSW EPA	Annual / as required	Review / revisions approval
Maintain site cover to minimise access to soils	Inner West Council	Continuous	Maintain pavement.
Deep excavation works (> 3 m bgs)	Greenland / Body Corporate ¹	As required	Provide assistance as requested to future parties as to communicate potentials risks / hazards associated with sub-surface impact
	Council (as consent authority)	As required	Consider contamination issues for applications of deep excavation in the SEMP area.
	Council (site owner) / subsurface utility owners / property owners	prior to works	Liaise with Greenland. Instruct service providers on notification of works to liaise with Greenland / review SEMP.
Restrictions on groundwater use	Greenland / Body Corporate ¹	Continuous	No beneficial use / extraction of groundwater apart from that undertaken for monitoring purposes.
	Council	Continuous	No beneficial use / extraction of groundwater
	Property owners	Continuous	No beneficial use / extraction of groundwater
Ongoing groundwater and indoor air / crawl space vapour monitoring	Greenland / Body Corporate ¹ /JBS&G	Annual or quarterly	Requirement to fund or commission monitoring
Reporting	Greenland / Body Corporate ¹ /JBS&G	Annual	Prepare and issue reports

Notes:

- As per DA condition 20 (D/2014/713) for the Leichhardt Green development, Greenland will retain the role as primary stakeholder for the first 5 years of implementation of this SEMP. At the five year milestone, the responsibilities assigned to Greenland will be transferred to the Body Corporate which is responsible for managing the Leichhardt Green strata scheme.

9. Limitations

This report has been prepared for use by the client who has commissioned the works in accordance with the project brief only, and has been based in part on information obtained from the client and other parties.

The advice herein relates only to this project and all results conclusions and recommendations made should be reviewed by a competent person with experience in environmental investigations, before being used for any other purpose.

JBS&G accepts no liability for use or interpretation by any person or body other than the client who commissioned the works. This report should not be reproduced without prior approval by the client, or amended in any way without prior approval by JBS&G, and should not be relied upon by other parties, who should make their own enquires.

Sampling and chemical analysis of environmental media is based on appropriate guidance documents made and approved by the relevant regulatory authorities. Conclusions arising from the review and assessment of environmental data are based on the sampling and analysis considered appropriate based on the regulatory requirements.

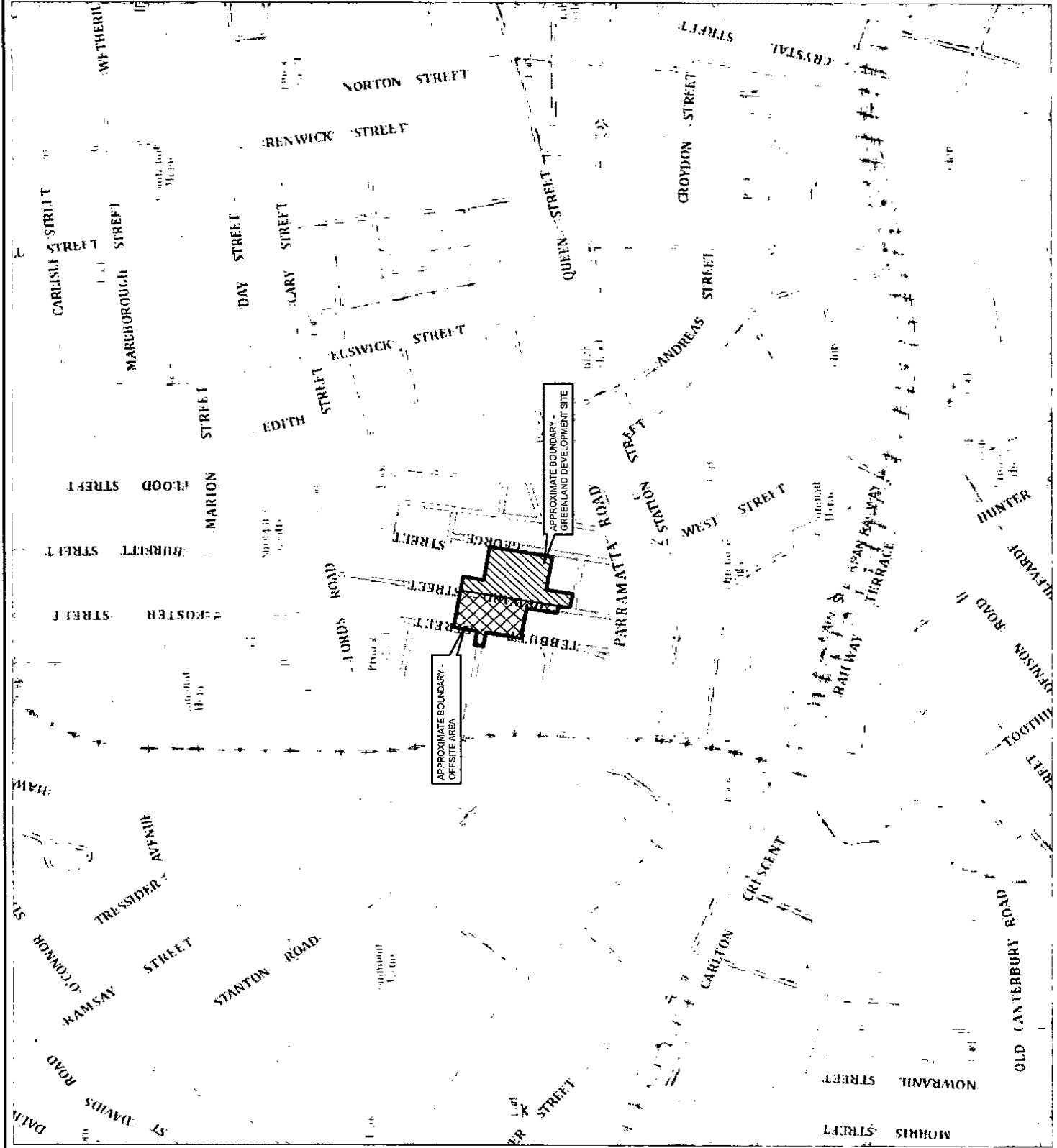
Limited sampling and laboratory analyses were undertaken as part of the investigations undertaken, as described herein. Ground conditions between sampling locations and media may vary, and this should be considered when extrapolating between sampling points. Chemical analytes are based on the information detailed in the site history. Further chemicals or categories of chemicals may exist at the site, which were not identified in the site history and which may not be expected at the site.

Changes to the subsurface conditions may occur subsequent to the investigations described herein, through natural processes or through the intentional or accidental addition of contaminants. The conclusions and recommendations reached in this report are based on the information obtained at the time of the investigations.

This report does not provide a complete assessment of the environmental status of the site, and it is limited to the scope defined herein. Should information become available regarding conditions at the site including previously unknown sources of contamination, JBS&G reserves the right to review the report in the context of the additional information.

Figures

Legend: 	JBS&G	
	Job No: 51177	Client: Greenland (Australia)
Version: R11	Date: 07-Dec-2017	Checked By: SD
Drawn By: BC		
Scale 1:8,500		
Coord. Sys. GDA 1994 MGA Zone 56		
22 George Street, Leichhardt, NSW		
SITE LOCATION		
FIGURE 1		



File Name: 51177_01
 Reference: www.siraps.com.au



Job No. 51177
 Client: Greenland (Australia)
 Version: RT1 (Date: 12-Dec-2017)
 Drawn By: BC Checked By: SD

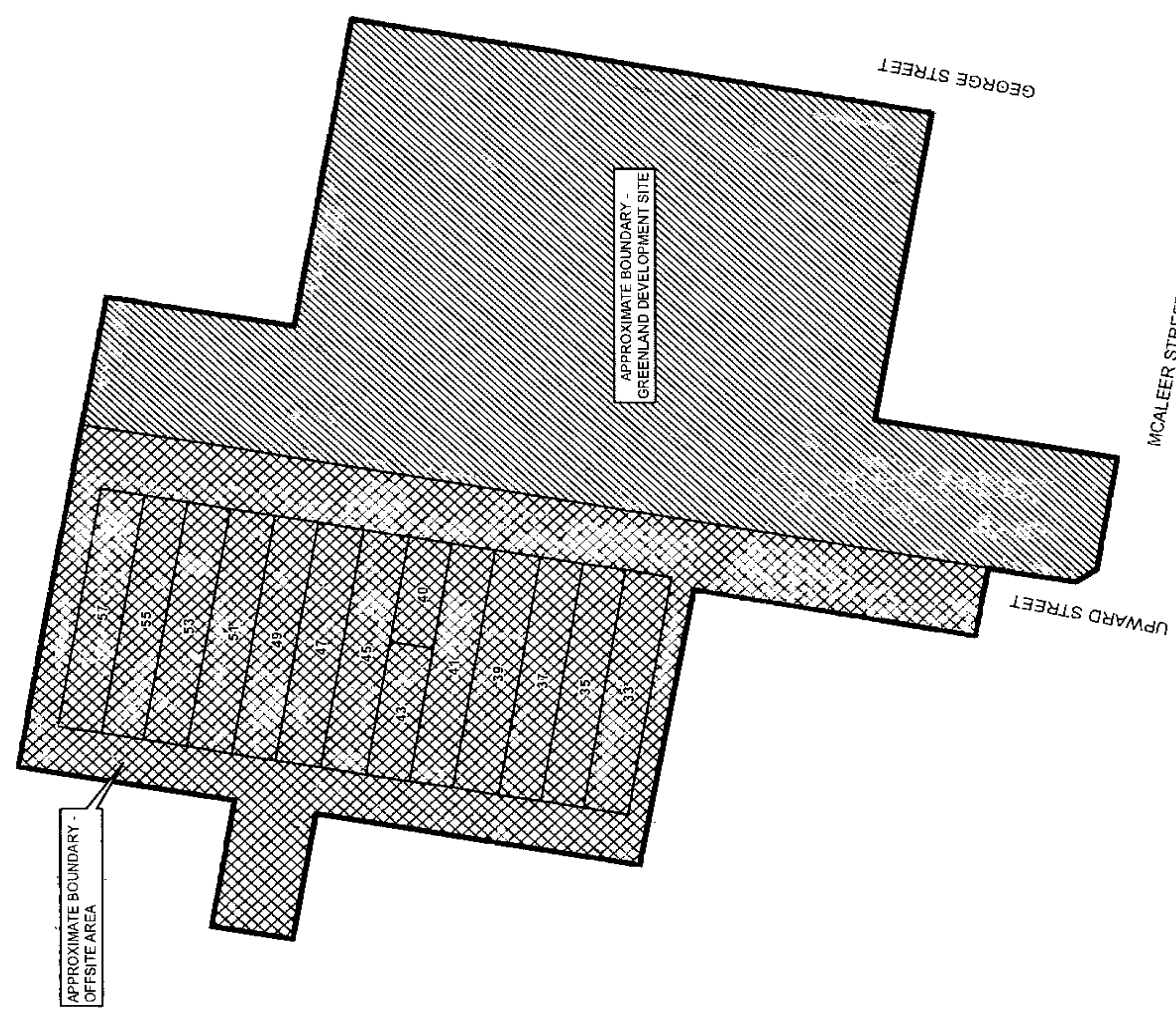
Scale: 1:800
 0 20 metres

Coord. Sys. GDA 1984 MGA Zone 56
 22 George Street,
 Leichhardt, NSW

EXTENT OF APPLICATION OF SEMIP

FIGURE 2

- Legend:
- Extent of SEMIP Subject Area
 - Approximate Boundary - Office Area
 - Approximate Boundary - Development S
 - Office Cadastral Layout



Office Centre	ID	Address
	31	33 Tebbutt St, Leichhardt, NSW
	32	35 Tebbutt St, Leichhardt, NSW
	33	37 Tebbutt St, Leichhardt, NSW
	34	39 Tebbutt St, Leichhardt, NSW
	35	41 Tebbutt St, Leichhardt, NSW
	36	43 Tebbutt St, Leichhardt, NSW
	37	45 Tebbutt St, Leichhardt, NSW
	38	47 Tebbutt St, Leichhardt, NSW
	39	49 Tebbutt St, Leichhardt, NSW
	40	51 Tebbutt St, Leichhardt, NSW
	41	53 Tebbutt St, Leichhardt, NSW
	42	55 Tebbutt St, Leichhardt, NSW
	43	57 Tebbutt St, Leichhardt, NSW

Document Path: \\p1\registrar\Australia\13372 - usage - Reg\p1\reg\26-085\13372\13372_085\13372_085_032.dwg
 Date: 2018/01/10 10:00:00 AM
 User: jbs

- Legend:**
- Extent of SEMP Subject Area
 - Approximate Boundary - Offsite Area
 - Approximate Boundary - Greenland Development Site
 - Offsite Cadastral Layout
 - Offsite Groundwater Monitoring Locations
 - Survey Exclusion Monitoring Wells



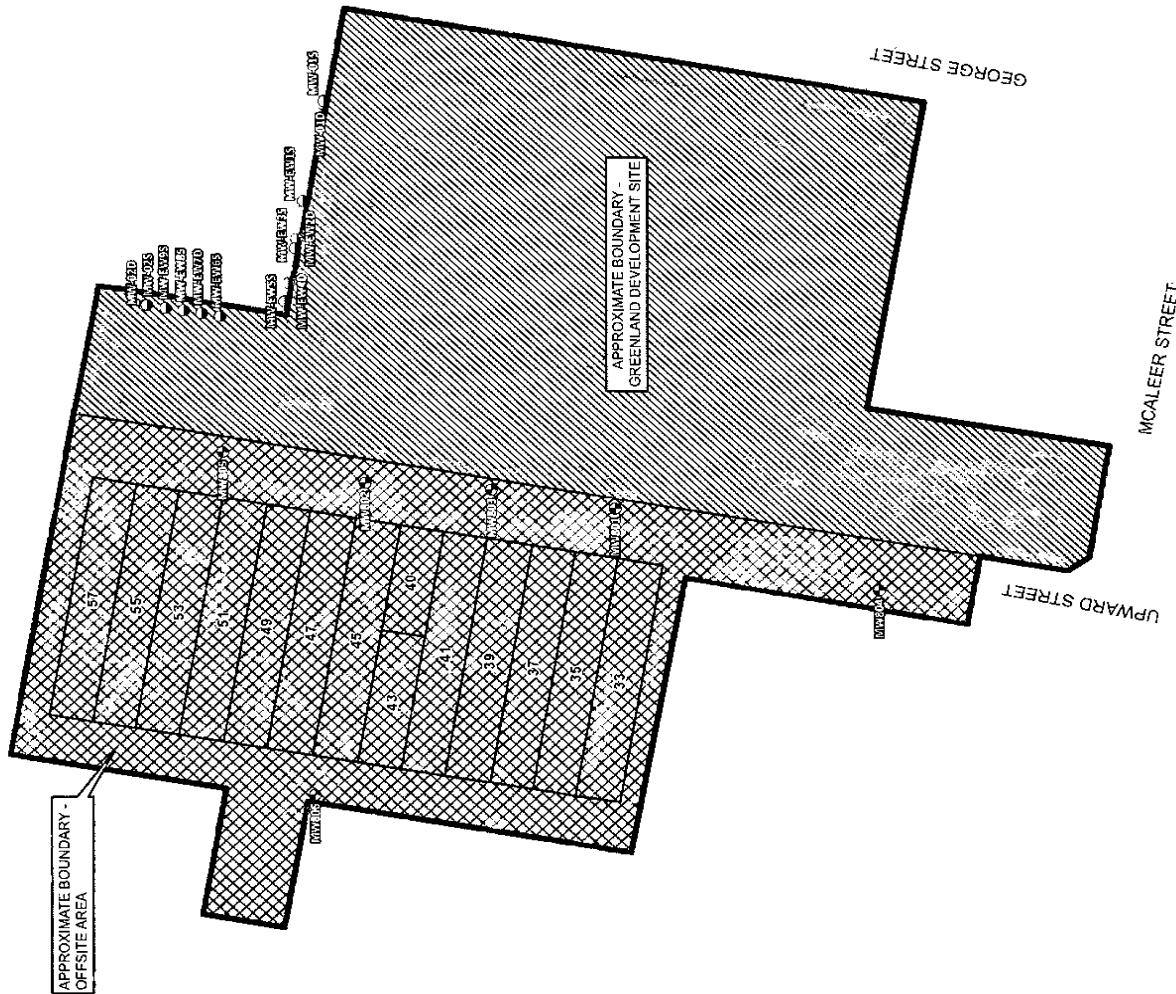
Job No. 51177
 Client: Greenland (Australia)
 Version: R11
 Date: 07-Dec-2017
 Drawn By: BC
 Checked By: SD

Scale: 1:500
 0 20 metres

Coord Sys: GDA 1994 MGA Zone 56
 22 George Street,
 Leichhardt, NSW

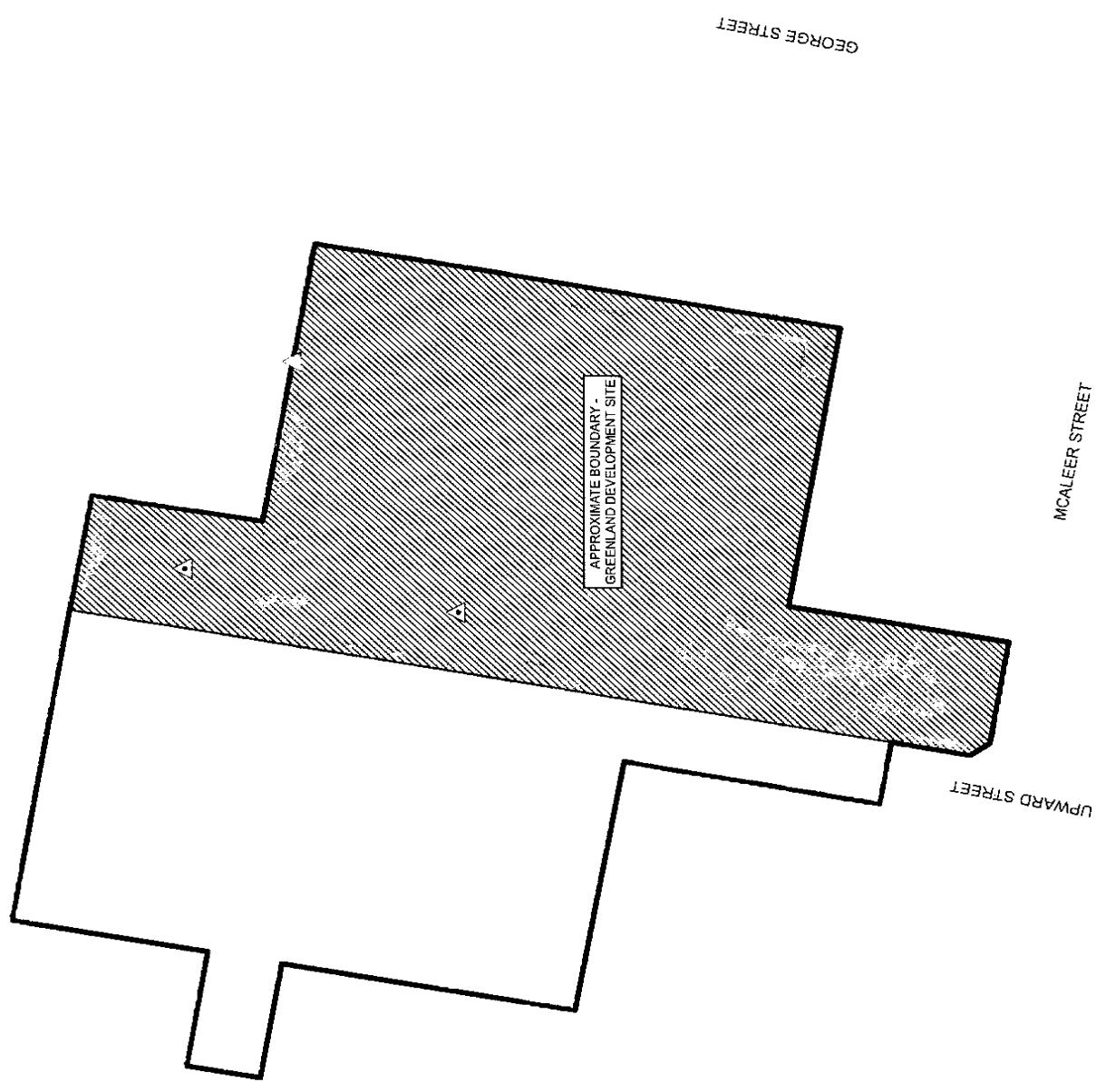
GROUNDWATER MONITORING WELL LOCATIONS

FIGURE 3



ID	Address
33	33 Tebbutt St, Leichhardt, NSW
35	35 Tebbutt St, Leichhardt, NSW
37	37 Tebbutt St, Leichhardt, NSW
39	39 Tebbutt St, Leichhardt, NSW
41	41 Tebbutt St, Leichhardt, NSW
43	43 Tebbutt St, Leichhardt, NSW
45	45 Tebbutt St, Leichhardt, NSW
47	47 Tebbutt St, Leichhardt, NSW
49	49 Tebbutt St, Leichhardt, NSW
51	51 Tebbutt St, Leichhardt, NSW
53	53 Tebbutt St, Leichhardt, NSW
55	55 Tebbutt St, Leichhardt, NSW
57	57 Tebbutt St, Leichhardt, NSW

Legend: □ Extent of SEMP Subject Area ▨ Approximate Boundary - Greenland Development Site ▽ Proposed Basement Air Sampling Location ▲ Proposed Void Sampling Location - Basement and Ground Level Sample Required at this Location	JBS&G Job No: 51177 Client: Greenland (Australia)
	Version: RT1 Date: 07-Dec-2017 Drawn By: BC Checked By: SD Scale: 1:800 0 20 metres
Coord. Sys: GDA 1984 MGA Zone 56 22 George Street, Leichhardt, NSW	
BASEMENT AIR MONITORING LOCATIONS (GREENLAND DEVELOPMENT SITE)	
FIGURE 4	



Drawing Date: 07-Dec-2017
 Drawing Title: 22 George Street (A) - Basement Air Sampling Locations
 Drawing No: 26-085-34

**Appendix A 'Report for Greenland for the Required Post Construction
Basement Management Plan', dated 13 June 2017 and prepared by SCP
Consulting Engineers Pty Ltd**



REPORT FOR GREENLAND

ON

**THE REQUIRED POST CONSTRUCTION BASEMENT
MANAGEMENT PLAN**

AT

LEICHARDT GREEN

22 GEORGE STREET, LEICHARDT NSW 2040

By
SCP CONSULTING PTY LTD

LEVEL 2, 507 KENT STREET
SYDNEY NSW 2000
ABN NO: 80 003 076 024
TEL: (02) 9267 9312
FAX: (02) 9261 5871
EMAIL: mail@scpconsult.com.au
Date:- 13th June 2017
Our Ref:- (P):2017-097-PS

1.0 INTRODUCTION

The project "Leichardt Green" at 22 George Street Leichhardt (located between George Street and Upward Street) has excavation below the natural surface level across the site. The basement structure is within this excavation.

Geotechnical reports for the site indicated VOC containments and a maximum water table of RL10.5 to RL9.0 across the site. The water level is approx. 3.2 to 1.7 m above the lower basement level.

To resist water ingress and water pressure, SCP have designed, documented and supervised construction of a hydraulic basement slab of varying thickness in combination with the CETCO Water Proof membrane. A liquid boot membrane has also been installed by CETCO as a Vapour Barrier System.

A Dincel perimeter wall has been provided around the perimeter of basement. The Dincel wall is designed to resist water pressure. The concrete to the Dincel wall has a Penetron additive. A CETCO membrane was fixed to the rear cavity of the Dincel Wall to provide waterproofness. The Dincel wall was deemed to be vapour resistant.

2.0 CONSTRUCTION DETAILS

The basement construction consists of a hydraulic basement slab over a CETCO membrane system. Basement walls are concrete filled Dincel with a rear CETCO membrane. Details as below.

2.1 Basement Slab

ZONE	ELEMENT	COMPONENTS	NOTES
Basement Floor	Subgrade	Crushed Rock	To be inspected for suitability
	Vapour Barrier	LIQUID BOOT® PLUS 1.55mm Liquid Boot® membrane on VI-20 Geomembrane (0.5mm)	Applied on floors beneath all structural elements (i.e, footings sand ground beams)
	Protection Layer	VOLTEX	Applied over complete & tested Liquid Boot® PLUS vapour barrier
	Cover	Concrete slab & 200mm minimum reinforced penetron additive	To structural requirements
Lift Pits and Stormwater Pits in Saturated or Seepage Affected Zones	Subgrade	Crushed Rock	On floor, to be inspected for suitability
		Earth	On walls, to be inspected for suitability
	Sacrificial layer	VOLTEX	Installed only to manage seepage of ground water during membrane application
	Vapour Barrier	LIQUID BOOT® PLUS 1.55mm Liquid Boot® membrane on VI-20 Geomembrane (0.5mm)	Applied on floors and up earth sides (covered with VOLTEX)
	Protection Layer	VOLTEX	Applied over complete & tested Liquid Boot® PLUS vapour barrier
	Cover	Concrete slab & 200mm minimum reinforced penetron additive	To structural requirements
		In-situ concrete walls	To structural requirements
Lift Pits to be Internally Lined*	Subgrade	Concrete	To be of an even surface finish
	Vapour Barrier	LIQUID BOOT® PLUS 1.55mm Liquid Boot® membrane on VI-20 Geomembrane (0.5mm)	Applied on floors and walls
	Protection Layer	Fibre Cement Sheet	Applied to floors only

CETCO have advised Greenland (Sydney) George Street Pty Ltd that the Liquid 1.5mm LIQUID BOOT PLUS player + membrane layers installed are resilient to direct exposure chlorinated hydrocarbon compounds and will not lose efficacy of waterproofing and vapour proofing properties should this occur. CETCO have informed Greenland the system has a design life of 25 years.

Refer to the CETCO "As Built Construction Report" attached and the SCP drawings for additional information. The CETCO system is designed to provide 100% waterproofing and vapour proofing to the basement slab.

2.1 Basement Walls

The walls comprised of a Dincel wall (200 thick) reinforced and concrete filled with a Penetron additive. A CETCO membrane system was applied to the rear of the wall to RL10.5 Swelltite and Bentoseal was used at all joints as per the CETCO "As-Built Concrete Report". The CETCO membrane is designed 100% waterproofing to the wall. The Dincel was deemed to be vapour resistant

3.0 INSPECTIONS

3.1 Inspection Programme

SCP Consulting advise that at the time of practical completion, both SCP Consulting and CETCO shall undertake on overview inspection of the basement to identify defects, water ingress and vapour ingress.

Once all identified items and defects are rectified, SCP proposes an annual inspection procedure to begin 12 months after practical completion by Richard Crookes Construction.

3.2 Features to be observed

At the time of inspections, the following items shall be investigated and commented on:-

- a) Water and vapour ingress into the perimeter drain at the base of the Dincel walls.
- b) Water and vapour ingress through cracks in slab panels between joints.
- c) Joint movement/opening of all slab panel construction joints.
- d) Water and vapour ingress at slab panel construction joints.
- e) Signs of water and vapour ingress at the base of concrete step beams.
- f) Water and vapour ingress at lift pits and internal pits.
- g) Excessive slab panel cracking where crack widths exceed 0.4mm.
- h) Water transmission in Dincel wall panel joints. This should be identified by as discrete leakage as opposed to regular condensation that can occur on the Dincel Face.

3.3 Inspector Qualification

The inspector shall be a chartered professional engineer familiar with basement construction in the presence water tables. The inspector shall be registered under the Natural Engineering Register with registration current. Familiarisation with AS 3735, BS EN 1992.3 and CCIP-044 "Concrete Basements":

3.4 Inspection Records

All items identified as listed above shall be photographically recorded noting the:

- Defect / item number
- Grid reference
- Nearest column number
- Distance from column and bearing

- Crack width if applicable
- Level of water vapour ingress (defect category)
- Staining / efflorescence
- Crack width at time of inspection
- Hollowness in Dintel wall at wall defect location
- Damp slab areas with cracking.

All ingress shall be reported based on the following categories:-

LEVEL OF MOISTURE / VAPOUR INGRESS	
Category 0	No ingress
Category 1	Minor moisture (non-visible) / vapour present
Category 2	Minor moisture (visible) / vapour e.g. wetness or ponding
Category 3	Moderate water / vapour present e.g. wetness or ponding
Category 4	Severe water / vapour present e.g. visible signs of water egress (non-head)
Category 5	Very severe water / vapour present e.g. visible water egress with head

3.5 Environmental Monitoring

In conjunction with the routine inspection plan, routine sampling of basement vapours is required and should be undertaken in accordance with Section 4 of the SEMP Main Report

4.0 REPAIR METHODOLOGY

4.1 Repair of the CETCO Underlying Membrane

Repair of the CETCO membrane shall be to CETCO requirements. Contact and engage CETCO accordingly.

4.2 Removal and Reinstatement of Basement slab

The requirement to access the CETCO membrane for repair will require the basement slab to be removed and re-instated. To remove the slab, the boundary of the removal area will require saw cutting for the top 50mm. an additional saw cut of full slab depth shall be made 200mm in board. All concrete within this saw cut shall be removed. The edge of the slab zone shall then be scabbled at an angle as shown in Appendix B.

The reinstatement will involve drilling and epoxying new reo, laying of new reinforcement over the repaired membrane and concrete placement. At all times, CETCO shall smoke test, and witness works to ensure membrane is intact. Refer Appendix B for details.

5.0 REQUIRED RESPONSES TO DEFECTS

The water proofing and vapour proofing barrier provides full waterproofing to the basement slab and wall structure. Any form of water or vapour ingress would potentially be a sign of the failure of the CETCO membrane system.

It is envisaged that Defect Category of 1 to 3 for water ingress could potentially be repaired by concrete slab treatment using a Penetron concentrate or epoxy injection into the defect. This could be attempted by specialist water proof concrete contractor prior to slab removal and membrane repair. CETCO shall be contacted accordingly.

It would be expected that Defect Category 4 and 5 may be unrepairable without slab removal to access and repair the CETCO membrane system. Refer Section 4.2.

6.0 NON PERMITTED BASEMENT WORKS

All works that penetrate two concrete basement slabs and perimeter Dintel Walls will comprise the basement waterproofing and vapour resistance.

As a result the following works are not permitted without contacting SCP beforehand.

- Core holes
- Chasing
- Saw cutting
- Dintel removal / alterations
- Filling of strip drains
- Removal of sealants
- Pocketing
- Botting / fixing to slabs and walls

7.0 INSPECTION RESPONSIBILITY

The annual inspections of the basement shall be the responsibility of Greenland (Australia) Investments Pty Ltd, for 2018 to 2022.

Inspections shall occur annually thereafter and the Body Corporate shall contact and arrange ongoing annual inspections using a qualified engineering consultancy as per 3.3.

8.0 BASEMENT FAILURE PROCEDURE

The basement structure has been designed to support peak hydrostatic forces outlined in the Geotech report, whilst not allowing water and vapour ingress.

As a result there are two failure modes for the basement.

Type 1 Slab intact but with water / vapour ingress

Type 2 Structural failure of slab

In the event of failure Type 1 a consulting engineer shall be contacted along with CETCO reporting and rectification works shall be as outlined in Section 5.0.

For failure Type 2, this will involve heaving and possible severe cracking of the slab structure. In this instance, pumping and damming of the failed area will be required. A Structural Qualified Engineer as per Section 3.3 shall be contacted for temporary and permanent rectification design.

With either failure type, prior to the final selection of rectification measure(s), liaison shall occur between Greenland (or Body Corporate) the structural engineer, the NSW EPA to identify any additional non-structural actions required to undertake to reduce the inhalation exposures within the basement. These may include:

- Use of the on-site extraction wells to undertake pump and treat of groundwater as consistent with the system employed during site construction works. A pump and treat groundwater approach is likely to reduce the flux of contaminants migrating onto site; and/or
- Use of the on-site extraction wells to inject additives to groundwater that will assist / enhance natural attenuation processes. Any such works shall be agreed by the NSW EPA prior to implementation and shall be confirmed as not posing a potential risk to the integrity of structures on the Greenland development site as designed to preclude seepage water and vapours to the building basement.

Notwithstanding the nominated options above, the selection of the most appropriate contingency measure shall be determined by consultation with Greenland (or Body Corporate), the NSW EPA and the structural engineer.

9.0 WARRANTY OF ALL REPAIR WORKS

Where works are carried out in accordance with Section 5.0, all warranties shall be obtained for the works undertaken by the waterproofing repair contactors and/or CETCO

APPENDIX A

CETCO DOCUMENTS



CETCO | Environmental Products Group
50 Crowle Street North Geelong VIC 3215 Australia
P: +61 3 5278 2555 | F: +61 3 5278 5833
www.cetco.com

19th April, 2017

William Peters
Greenland Australia Pty Ltd
William.peters@glgroup.com.au

Re: Leichhardt Green – Detail Proposal for Lift Pit & Crane Pads

William,

AMCOL Australia P/L (CETCO), have been engaged by Richard Crookes Construction P/L (client) for the supply and install of a vapour barrier system (VBS) for the proposed developed located at 22 George St, Leichhardt.

Purpose of Letter

A number of items remain open before deeming the VBS complete. These includes Corrective Action (CA) items, areas requiring rectification at a later date or requiring design input, and Outstanding Items which are generally represented by out of sequence works. The items outlined below did not have any details of documentation regarding the appropriate rectification or methodology for these sections. CETCO present the following for consideration and approval prior to closing them out for the client.

Events to Date

During installation works occurring over the second half of 2016, the following areas were identified for further action:

- Corrective Action Report – Opened 11/08/2016 for Lift Pits E & D1
 - Both Pits have an uncompromised VBS on base of lifts, however walls were observed with obvious damage following a weather event which caused wall segments to collapse
- Corrective Action Report – Opened 12/08/2016 for Lift Pit D2
 - No VBS was installed given the presence of ground/seepage water which could not be managed. Bearing this in mind, waterproofing measures in the form of Voltex were adopted
- Outstanding Item – Crane Pads 1 & 2
 - No defects identified however an out of sequence application which is yet to be completed



CETCO | Environmental Products Group
50 Crowle Street North Geelong VIC 3215 Australia
P: +61 3 5278 2555 | F: +61 3 5278 5833
www.cetco.com

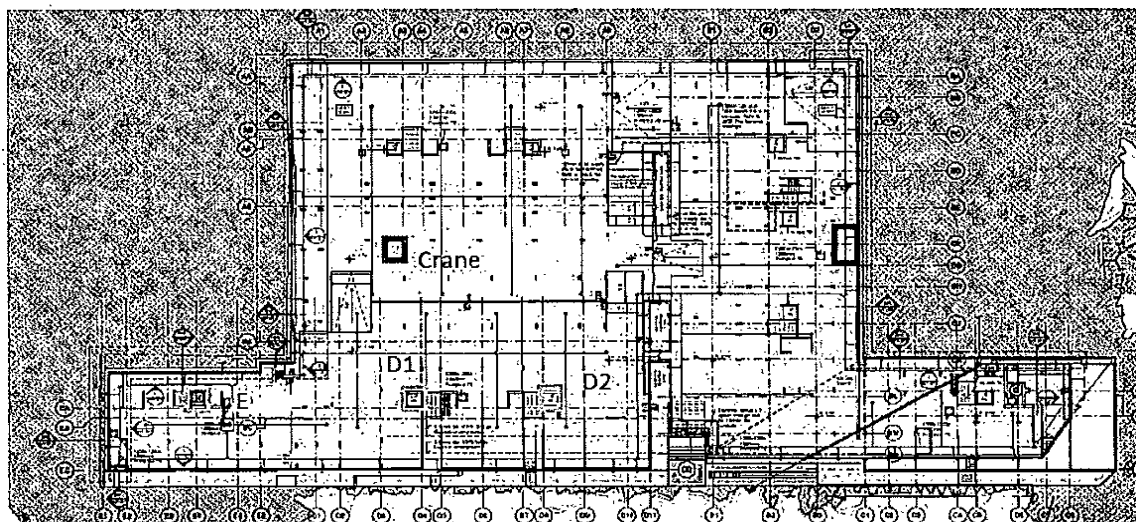


Fig 1..Lift Pits impacted and Crane Pads

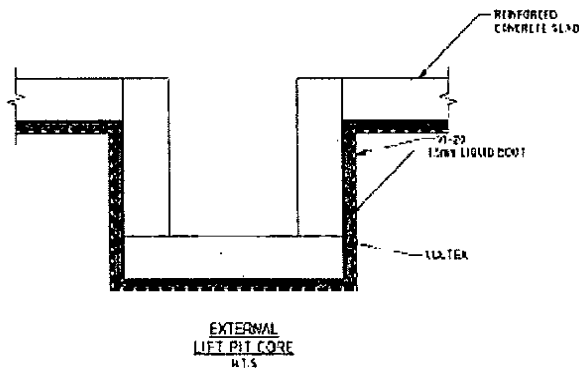


Fig 2. Lift Pit Detail - As proposed for construction

Proposed Solution Alternative

In light of the events, the following rectification is proposed for consideration based on the respective areas:

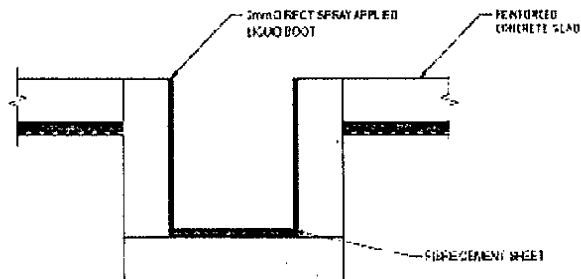
- Lift Pits (three pits, illustrated in yellow on Fig 1.)
 - Remove scaffold and any rubbish in lift pit
 - Using fans and heaters, dry the base of lift pits to remove all water collected before roof was completed
 - Install Liquid Boot at a thickness of 2mm directly sprayed to the base and walls, internal of the lift core and terminate above floor slab construction joint
 - Inspect for thickness with a minimum of 4 sample points using non-destructive methods (pen test, blunt nose depth gauge or similar)
 - Placement of FC sheeting on base of lift core to allow maintenance workers to stand on base



CETCO | Environmental Products Group
50 Crowle Street North Geelong VIC 3215 Australia
P: +61 3 5278 2555 | F: +61 3 5278 5833
www.cetco.com

Whilst no protection is proposed on the walls, potential damage will be limited long term based on accessibility of lift to maintenance workers.

Mounting points are expected to be installed by lift installation contractors by drilling and installing bolts. CETSEAL may be utilised to seal these points after bolts are fixed in position.



**INTERNAL
LIFT PIT CORE**
K1.3

NOTE:
ALL BOLT HOLES FOR LIFT MECHANISM TO BE
DETAILED WITH CETSEAL

Fig 3. Detail of Internal Lining

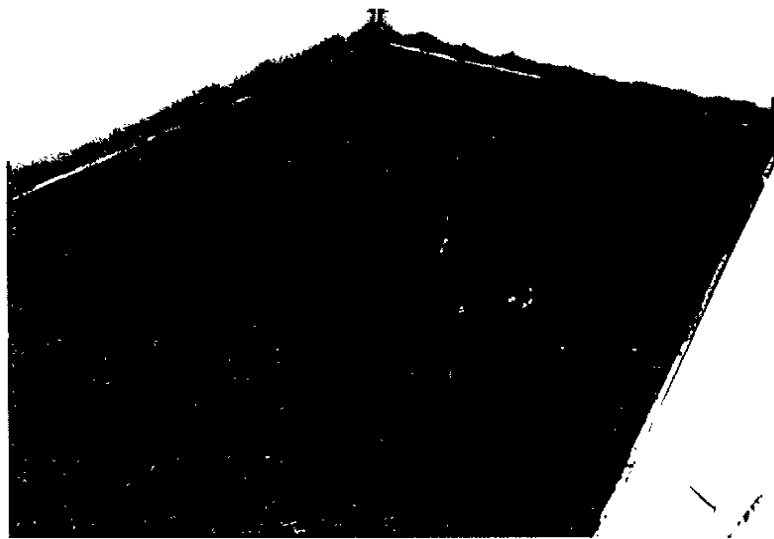


Fig 4. Photo of example internal lining

- Crane Pad (two pads, illustrated in red on Fig 1.)
 - Remove crane
 - Clean concrete slab of any rubbish, dirt and grime
 - Placement of fans and heaters to dry area of water following extended exposure to elements
 - Placement of Liquid Boot at a thickness of 2mm across the concrete pad



CETCO | Environmental Products Group
50 Crowle Street North Geelong VIC 3215 Australia
P: +61 3 5278 2555 | F: +61 3 5278 5833
www.cetco.com

- Inspect for thickness with a minimum of 4 sample points using non-destructive methods (pen test, blunt nose depth gauge or similar)
- Placement of Voltex protection layer including waterstops around construction joints
- Placement of concrete topping slab

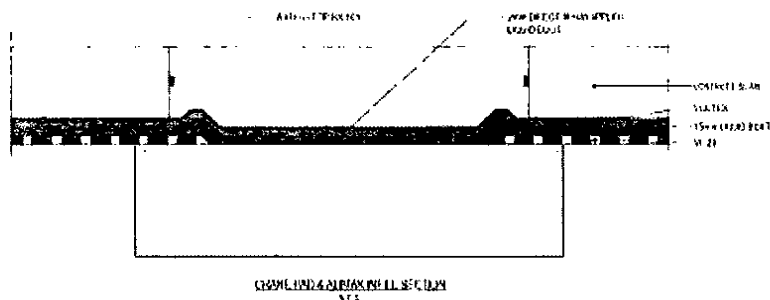


Fig 5. Detail of Crane pad

Closing

The detail proposal outlines the events which led to the information herein, with proposed methodology previously adopted on sites requiring VBS.

CETCO seek comment from the client and auditor approval for the proposed detail. A visit to the site is welcomed and can be arranged with the client.

If you have any questions, please do not hesitate contacting the undersigned.

Sincerely,

Michael Novak
Regional Sales Director
CETCO Environmental Products
michael.novak@cetco.com
03 5278 2555



AMCOL Australia Pty. Ltd. ABN: 37 004 377 155
50 Crowle Street North Geelong 3215
Ph: (61) 3 5278 2555 Fax: (61) 3 5278 5833
94 Balham Road Archerfield 4108
Ph: (61) 7 3277 9563 Fax: (61) 7 3277 958

VAPOUR BARRIER SYSTEM

As-Built Construction Report

22 George Street, Leichhardt

REPORT DATE: 19th February, 2017

COMPLETED BY: Michael Novak





CONTENTS

1. Introduction.....	1
2. Background Information	1
2.1. Liquid Boot® in Saturated Conditions	1
2.2. System Orientation.....	2
3. Vapour Barrier System Installation.....	2
3.1. Scope Of Work	2
3.2. Substrate Preparation	3
3.3. Membrane Installation.....	3
3.3.1. Lift Pits.....	4
3.3.2. Crane Pads	5
3.3.3. Perimeter Shotcrete Walls	5
3.3.4. Retaining Walls	5
3.3.5. Building A & D Elevation Change.....	5
3.4. Smoke Testing & Sign Off.....	6
3.5. Protection/Waterproofing	6
3.6. Steel Reinforcement.....	6
3.7. Concrete.....	7
4. CQA Plan	7
4.1. CQA Inspection Documentation.....	8
4.1.1. Form 1: Surface Preparation.....	8
4.1.2. Form 2: Membrane Installation Inspection & Form 2.1: Smoke Test Report.....	8
4.1.3. Corrective Action.....	8
4.2. Testing Frequency	9
5. Outstanding Items	9



APPENDICES

- A. CETCO Specifications
- B. Construction Drawings
- C. Technical Data Sheets



FOREWORD

The content of this as-built construction report has been produced based on the application of the Vapour Barrier System at the 22 George Street Leichhardt project. It provides site specific installation procedures adopted for the practical implementation of the barrier in a construction environment. The contents of the document should not be used for any purposes other than for this specific project. For any specific details, please contact CETCO.



1. INTRODUCTION

The following as-built construction report for the Vapour Barrier System (VBS) has been completed for Greenland Australia (Greenland) presenting CETCO works completed on the development located at 22 George Street, Leichhardt (the site).

The site is covered in majority by a single level common basement structure covering an approximate building footprint of 8,500sqm. The basement will service occupants above ground via 5 individual towers ranging between four to nine storeys in height. The buildings are to be mixed use, with various levels of parking, retail floor space, and approximately 288 residential dwellings.

CETCO were engaged by Richard Crookes Construction (the builder) to supply and install a Liquid Boot® PLUS VBS to the basement under-slab footprint of the site. The site is understood to be contaminated with chlorinated hydrocarbons located predominantly in groundwater. Elements of vapour mitigation measures not involving Liquid Boot® are understood to have been prepared by others.

The selected VBS was installed in coordination with the concrete placement schedule prepared by the builder. The VBS, installed in accordance with manufacturer's specification, was subject to Construction Quality Assurance (CQA) inspections to review conformance of substrates and conditions, installation procedures and minimum thicknesses. The CQA was a useful tool in meeting all manufacturers' requirements as well as maintain records of deviations or corrective actions during installation. Third party inspections were also introduced later during construction as an added measure of verification.

The following will outline site specific measures adopted for successful installation of the VBS.

2. BACKGROUND INFORMATION

2.1. LIQUID BOOT® IN SATURATED CONDITIONS

Whilst the Liquid Boot® products are not explicitly marketed for waterproofing, they have extensive historical use and success in waterproofing applications, and as such some data is available about chemical resistance during immersion in aqueous solutions.

Per the Liquid Boot® technical data sheet (TDS), the Liquid Boot® membrane has undergone chemical resistance testing under ASTM D543, *Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents*, and has been in contact with aqueous solutions of sulphuric acid, sodium sulphate, chromate, diesel, ethyl benzene, naphthalene and acetone. In these tests the membrane did not show signs of significant degradation in terms of the properties measured in each instance.

In combination with a secondary component, VI-20 Geomembrane, which provides greater chemical resistance and barrier properties based on the Hildebrand solubility parameters, the manufacturer of



Liquid Boot® PLUS has stated that it considers Liquid Boot® PLUS to be a suitable material to resist ingress of groundwater whilst mitigating vapour risk.

Whilst all data indicated that groundwater would be encountered at basement level, and therefore a tanked basement was detailed for construction, evidence of potential groundwater was present within a single lift pit excavation, with remaining water present intermittently being likely associated with seepage run off following inclement weather events.

2.2. SYSTEM ORIENTATION

The construction drawings require the Liquid Boot® layer to be installed first and for the Voltex layer to be installed on top of that. That is how the 2 layers were installed. It is noted that the Voltex layer is less sensitive to traffic by subsequent trades than the Liquid Boot® layer.

In addition to the items noted above, added conservatism was adopted during construction by use of the following:

- Use of Voltex in areas of the site as a cushion/sacrificial layer beneath Liquid Boot® membrane for management of seepage, or preparing suitable substrate for membrane
- Increasing the performance of the vapour barrier from Liquid Boot® to Liquid Boot® PLUS (inclusion of VI-20 Geomembrane layer)

3. VAPOUR BARRIER SYSTEM INSTALLATION

3.1. SCOPE OF WORK

CETCO was engaged to provide the following scope of works, specifically relating to Liquid Boot® PLUS installation. An illustrated summary, as well as construction details, can be found in Appendix B.

TABLE 1. SCOPE OF WORK

ZONE	ELEMENT	COMPONENTS	NOTES
Basement Floor	Subgrade	Crushed rock	To be inspected for suitability
	Vapour Barrier	LIQUID BOOT® PLUS 1.5mm Liquid Boot® membrane on VI-20 Geomembrane (0.5mm)	Applied on floors beneath all structural elements (i.e., footings and ground beams)
	Protection Layer	VOLTEX	Applied over complete & tested Liquid Boot® PLUS vapour barrier
	Cover	Concrete slab	To structural requirements
Lift Pits and Stormwater Pits In Saturated or	Subgrade	Crushed rock	On floor, to be inspected for suitability
		Earth	On walls, to be inspected for suitability



Seepage Affected Zone	Sacrificial Layer	VOLTEX	installed only to manage seepage of groundwater during membrane application
	Vapour Barrier	LIQUID BOOT® PLUS 1.5mm Liquid Boot® membrane on VI-20 Geomembrane (0.5mm)	Applied on floors and up earth sides (covered with Voltex)
	Protection Layer	VOLTEX	Applied over complete & tested Liquid Boot® PLUS vapour barrier
	Cover	Concrete slab	To structural requirements
		In-situ concrete walls	To structural requirements
Lift Pits to be internally Lined*	Subgrade	Concrete	To be of an even surface finish
	Vapour Barrier	LIQUID BOOT® 1.5mm Liquid Boot® membrane direct spray applied to concrete substrate	Applied on floors and walls
	Protection Layer	Fibre Cement Sheet	Applied to floors only

*UTILISED DUE TO CONSTRUCTION LIMITATIONS

3.2. SUBSTRATE PREPARATION

The compacted crushed rock material selected across the basement slab was considered a suitable substrate for application of VBS. The site was generally prepared for VBS application in a condition suitable for immediate installation with all large boulders, refuse, construction elements and objects removed from site.

Minor instances were recorded on CQA Form 1 regarding rogue rocks/stones, unevenness, voids or seepage water. These were usually rectified with hand tools. In events of seepage water, most commonly encountered in low points (lift pits, stormwater pits, piles), dewatering using pumps occurred to remove ponding water and where residual moisture was present, Voltex was used as a sacrificial layer in order to provide an appropriate working surface for the VBS.

Natural substrate excavations which could not be adequately prepared due to presence of rocks or voids also used Voltex as a sacrificial/cushion layer to allow for continuation of works. Where this was not a suitable alternative, the builder provided further actions including provisions of structural concrete or sacrificial formwork (FC sheet around perimeter of basement walls)

All areas were adequately prepared prior to placement of the VBS either by delay of commencement or by use of Corrective Action forms.

3.3. MEMBRANE INSTALLATION

After the substrate was appropriately prepared and accepted, VI-20 was rolled out, reducing wrinkles, folds and stress points in the VI-20 with the geomembrane laid tight in all corners or recesses. It should



be noted that due to the cure nature of Liquid Boot®, all wrinkles cannot be eliminated and will be seen on photos illustrating cured membrane. Minor wrinkles such as this do not affect the performance of the VBS.

All seams provided for a minimum overlap of 150mm before application of Liquid Boot®. Per the attached master specification (Appendix A), tack coats were applied between layers, prior to application of minimum 1.5mm dry thickness of Liquid Boot® to the entirety of the basement floor. The total thickness of the Liquid Boot® PLUS system is a minimum of 2.0mm dry thickness.

Where crane pads, piles or shotcrete wall terminations were present, VI-20 and Liquid Boot® was overlapped and sealed a minimum 75mm over concrete, adopting the same tack coat procedures as described above.

Verification of membrane installation was completed by CETCO representatives under the CETCO CQA Forms 2 & 2.1, and in latter parts of the project by an independent inspector. The reports generally show that a relatively small number of defects were identified and repaired during each testing procedure and the membrane was installed consistently in excess of the 2mm specified in Appendix A.

After the completion of smoke testing, a Voltex protection layer was placed over the entirety of the Liquid Boot® PLUS footprint. While primarily functioning as a protection layer for the VBS, the Voltex system has also been completed as a supplementary waterproofing layer with use of all relevant accessory and termination materials. The verification of the Voltex waterproofing layer was completed by CETCO Building Materials Group (BMG), and does not form a part of this methodology. The inspection regime adopted and documented by CETCO BMG has been provided within the CQA package. The role of the inspector was not only to verify the installation, suitability and integrity of membrane prior to concrete pour, but also to identify any potential changes or defects to the underlying VBS.

3.3.1. LIFT PITS

There were nine lift pits located across the five towers of the proposed development. The use of sacrificial Voltex was consistent given the tendency for seepage water due to inclement weather and the rocky earth substrate excavation. Whilst most of the lift pits were successfully installed and do not deviate from typical details shown in Appendix B, the following lift pits were impacted by either inclement weather or groundwater restricting opportunity to provide adequate rectification and sign off:

- Building E – Pit 1
- Building D – Pit 1, Pit 2

It should be noted that the base of pit 1 in both buildings were appropriately sealed and signed off however the walls were damaged post sign off during an inclement weather event. The event was documented in a corrective action report. Building D, Pit 2 has no VBS due to persistence of



groundwater, however was lined with Voltex and will therefore prevent contaminated water from entering the basement.

To resolve the items for corrective action, CETCO proposed alternative detailing by internal retrospective application of VBS. Such retrospective application has been successfully implemented on other sites in Australia. Whilst the proposed retrospective application is yet to be approved, a corrective action form has been opened for the three lift pits.

Internal application will entail the direct spray application of Liquid Boot® to a minimum thickness of 1.5mm on both the floor and walls. Protection course on the floors will comprise FC sheet placed over the membrane prior to lift mechanism installation. Given that there will be little to no contact with the wall membrane, a protection course may not be required on vertical surfaces.

Following the installation of the lift mechanism, all fasteners (steel plate and bolts) should be caulked using a hydrocarbon resistant caulking material (Sikaflex Tank N or similar).

3.3.2. CRANE PADS

Two crane pads were constructed as part of the substrate preparation works, located in Building A and Building B. A mass concrete slab was poured with cast in place legs for erection of crane. The VBS was installed by terminating the membrane on the edge of the crane legs, with formwork placed to allow for exposed overlap of membrane. Whilst in operation the crane pad will not be lined, however following the removal of the crane, it is proposed that the infill area will be lined with Liquid Boot®, tested for integrity via thickness or smoke testing and covered with a topping slab. A detail is provided in Appendix B.

For testing methodology please see section 4.

3.3.3. PERIMETER SHOTCRETE WALLS

Perimeter shotcrete walls have remained entirely unlined by the VBS (wall mitigation completed and documented by others), with termination occurring 75mm up from the floor/wall transition to accommodate termination of Voltex layer and placement of waterstop within the construction joint.

3.3.4. RETAINING WALLS

As with perimeter shotcrete walls, retaining walls remain unlined at the perimeter of the building. The membrane edge, protruding past the concrete pour at the floor/wall transition, was upturned to the vertical face and secured mechanically to the concrete. All nail penetrations and damage due to formwork was repaired using either Liquid Boot® or Liquid Boot® Trowel Grade prior to backfilling.

3.3.5. BUILDING A & D ELEVATION CHANGE



There is a significant elevation change of approximately 1400mm between Buildings A & D. The vertical substrate was prepared during construction of Building D, where the retaining wall between levels was poured monolithically with the Building A basement slab pour(s). Smoke testing for these sections was completed twice; once per pour sequence along each building as part of typical sign off practice and another to locate and repair star picket holes associated with Building D concrete pour.

3.4. SMOKE TESTING & SIGN OFF

Smoke and thickness testing was completed as part of the validation process. The test entails the injection of smoke beneath the membrane to identify leaks for subsequent repair, in turn demonstrating monolithic installation prior to placement of protection layer and steel. Smoke testing is documented on CETCO CQA Form 2.1.

In the case of direct spray application to walls (i.e., internal lining of lift pits), smoke testing cannot be completed. Non-destructive testing will be used to check correct thickness of the application via the use of a depth gauge.

See Section 4 for further detail of CQA procedures and testing frequency.

3.5. PROTECTION/WATERPROOFING

Following smoke testing, Voltex was immediately placed over the membrane, installed and detailed in accordance with manufacturer's specification. Upon placement of material across the footprint and detailing of accessory materials including waterstops, steel placement occurred (by others) with inspections carried out by both the Voltex installation contractor and CETCO CQA officer to confirm the membrane had not been damaged during placement.

3.6. STEEL REINFORCEMENT

The following elements were outlined to subsequent trades people for consideration during the pre-construction meeting as a best practice method of avoiding membrane damage:

- Steel bar chairs with biscuit lids or plastic bar chairs with flat base to distribute loads
- Horizontal placement of steel on ground
- Minimising wire clippings on membrane
- Cutting reinforcement with pliers or bolt cutters
- Designating a grinding area away from membrane or employing a fireproof mat to the greater extent of work area
- Avoid oxy-torch within vicinity of completed membrane

Minor instances of damage were identified during CETCO inspections, however most of these were addressed without the requirement of corrective action forms as they were reported by the relevant



trade to a VBS installation representative and repaired immediately. All other instances of damage identified were subsequently adequately repaired.

3.7. CONCRETE

Whilst produced in generic form, concrete slabs are to be placed according to the appropriate Australian Standards, best practice guidelines and completed in a quality workmanship like manner. It is the responsibility of the builder to certify the performance of selected sub-contractors.

4. CQA PLAN

The following plan was undertaken during the installation of the VBS by CETCO.

TABLE 2. CQA ROLES AND RESPONSIBILITIES

STAGE	ACTION	PARTIES RESPONSIBLE	RESPONSIBILITIES
Preconstruction meeting	Clearly outline roles and responsibilities of subcontractors in regards to VBS installation	CETCO	Set date and organise meeting
		Builder	Understand importance of Vapour Barrier Integrity
		Plumber	Set coordination of trades
		Waterproofer	Identify procedure for reporting damage
		Concreter	
Inspection of surface and substrate preparation	Inspect prepared substrate to confirm suitability for installation	Builder	Ensure substrate is suitable and prepared to appropriate RL
		CETCO	Inspect substrate for suitability
HOLD POINT: MEMBRANE INSTALLATION MUST NOT COMMENCE UNTIL INSPECTION HAS CONFIRMED SUITABILITY REFERENCE: CETCO CQA FORM 1			
VBS Installation (Liquid Boot® PLUS)	Inspect membrane to confirm installation to VBS specification	CETCO	Inspect membrane application and provide photographic evidence Conduct smoke test and address defects
		Builder	Witness and accept handover
HOLD POINT: VOLTEX PROTECTION LAYER MUST NOT COMMENCE UNTIL THE SMOKE TEST INSPECTION HAS BEEN COMPLETED AND ANY PENETRATIONS ADEQUATELY REPAIRED. REFERENCE: CETCO CQA FORMS 2 & 2.1			
Placement of Voltex waterproofing system	Inspect membrane to confirm installation to	CETCO	Inspect membrane and provide photographic evidence Inspect for VBS damage. Repair any damage identified
		Builder	Witness and accept handover



	specification Inspect all detailing using waterstops and granular bentonite		
HOLD POINT: STEEL PLACEMENT MUST NOT COMMENCE UNTIL THE WATERPROOFING MEMBRANE INSPECTION HAS BEEN COMPLETED AND ANY DAMAGE REPAIRED. REFERENCE: CETCO WATERPROOFING INSPECTION REPORT			
Placement of steel to the building footprint	Inspection to confirm VBS has not been compromised	CETCO	Inspect steel post installation to ensure membrane integrity. Repair any damage identified
		Builder	Inspect steel post installation to ensure membrane integrity Witness and accept handover
HOLD POINT: CONCRETE POURING/BACKFILLING MUST NOT COMMENCE UNTIL THE INSTALLATION CONTRACTOR HAS PROVIDED WRITTEN HANDOVER AFTER COMPLETED STEEL INSPECTION REFERENCE: CETCO WATERPROOFING INSPECTION REPORT			

4.1. CQA INSPECTION DOCUMENTATION

The following is a description of the forms used to document the works on site.

4.1.1. FORM 1: SURFACE PREPARATION

Form 1 is intended to identify and document that surface preparation including substrate cleanliness is appropriate and in accordance with the specifications. This may include reporting on any non-conformity within the sub grade and any deviations from the expected installation details.

4.1.2. FORM 2: MEMBRANE INSTALLATION INSPECTION & FORM 2.1: SMOKE TEST REPORT

Form 2 is intended to identify and document that membrane installation has proceeded according to the manufacturer's specification and directions and that the membrane has demonstrated integrity. This covers the general application of product, detailing around penetrations, the absence of membrane defects and membrane thickness. As previously identified, given that Voltex is being utilised as a protection course while adhering to waterproofing standards, a separate form will document protection placement, and will be completed by CETCO BMG.

4.1.3. CORRECTIVE ACTION

Items relating to a corrective action was addressed individually. As part of the CQA forms, corrective action reports are required to demonstrate rectification of an identified non-conformity. Once open, these forms ensure that out of sequence works are not forgotten during latter parts of the project.



4.2. TESTING FREQUENCY

In addition to smoke testing, destructive testing at ~200m² intervals was utilised to ensure a uniform application of Liquid Boot®. Destructive samples were taken from the smoke test locations to minimise damage to the completed system, and were documented photographically on site via the use of Vernier callipers.

Additional inspections outside hold points were also conducted, if support was requested by Richard Crookes Construction or the installation team.

For direct spray application, a blunt nose depth gauge was used, as the membrane cannot be destructively tested. Given that a depth gauge cannot fully compress the membrane, CETCO possess a series of control samples used to infer membrane thickness.

5. OUTSTANDING ITEMS

The following corrective action items remain open at the time of writing:

- Internal lining of lift pits
- Lining of crane pads

[End]



APPENDICES



A. CETCO SPECIFICATIONS

LIQUID BOOT® PLUS - Brownfield Membrane and Vent Systems Specifications

Section 07 2623.19 – July 2013 (Supersedes All Previous Versions)

Version 5.1

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General and Supplementary Conditions and Division 1- General Requirements applies to this section. Provide gas vapor barrier as indicated, specified and required.

1.02 WORK SUMMARY

- A. Work in this section - principal items include:
1. Gas vapor barrier providing protection from the following gases: Methane, other Hydrocarbon vapors in concentrations up to 20,000ppm, Hydrogen Sulfide, Radon.
 2. Soil vapor extraction piping and low profile venting system beneath the gas vapor membrane.

1.03 RELATED REQUIREMENTS:

- A. Other specification Sections which directly relate to the work of this section include, but are not limited to, the following:
1. Division 03 Section "Cast-In-Place Concrete" for concrete slabs.
 2. Division 07 Section "Self-Adhering Sheet Waterproofing."
 3. Division 07 Section "Cold Fluid-Applied Waterproofing."
 4. Division 07 Section "Crystalline Waterproofing."
 5. Division 26 Section "Conduit and other Electrical Penetrations."
 6. Division 31 Section "Earthwork, Excavation and Fill, Shoring."
 7. Division 33 Section "Geocomposite Foundation Drainage."

1.04 SYSTEM DESCRIPTION

- A. Provide gas/vapor barrier system with prefabricated composite venting system to mitigate the passage of gas or vapor and install without defects, damage or failure. Gas vapor barrier shall be high performance VI-20 with EVOH core technology, Liquid Boot®, UltraShield protection course and applicable accessory products

1.05 SUBMITTALS

- A. General: Prepare and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Sections.
- B. Product Data: Submit manufacturer's product data, with complete general and specific installation instructions, recommendations, and limitations.
- C. Product Samples: Submit representative samples of the following for approval:
1. GeoVent – low profile vapor extraction system.
 2. VI-20 – high density polyethylene (HDPE) and ethylene vinyl alcohol (EVOH) composite membrane.
 3. Liquid Boot® Detailing Fabric – ethylene vinyl alcohol (EVOH) and polypropylene composite membrane.
 4. BaseFabric T-40 or T-60 – thermally bonded non woven polypropylene fabric.
 5. Liquid Boot® - asphalt latex spray applied gas vapor barrier membrane.
 6. UltraShield G-1000 – polypropylene needle punched protection course.
- D. Contractor Certificate: At time of bid, submit written certification that installer has current Approved Applicator status with gas vapor membrane manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Gas vapor membranes and all accessory products shall be provided by a single manufacturer with a minimum of 25 years experience in the direct production and sales of gas vapor systems. Manufacturer shall be approving an acceptable installer/applicator and recommending appropriate installation methods.

- B. Installer Qualifications: A firm that is trained and approved by the gas vapor barrier system manufacturer for installation of the gas vapor barrier system required for this Project. The installing company should have at least three (3) years experience in work of the type required by this section, who can comply with manufacturer's warranty requirements.
- C. Pre-Installation Conference: A pre-installation conference shall be held at the site prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this work with related and adjacent work. Verify that final gas vapor barrier components and system details comply with gas vapor barrier manufacturer's current installation requirements and recommendations. Pre-con meeting attendees should include representatives for the owner, architect, inspection firm, general contractor, gas vapor installer/appliator, concrete contractor, excavating/backfill contractor, and mechanical and electrical contractors if work penetrates the gas vapor membrane.
- D. Independent Inspection: Owner shall make all arrangements and payments for an independent inspection service to monitor gas vapor membrane material installation compliance with the project contract documents and manufacturer's published literature and site specific details. Independent Inspection Firm shall be an approved company participating with the gas vapor membrane manufacturer's Certified Inspection Program. Inspection service shall produce reports and digital photographs documenting each inspection. Reports shall be made available to the Contractor, gas vapor membrane installer, gas vapor membrane material manufacturer, and Architect. Inspections should include substrate examination, beginning of gas vapor membrane installation, periodic intervals, and final inspection prior to concrete or backfill placement against the gas vapor barrier.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Delivery and Handling: Deliver materials in factory sealed and labeled packaging. Sequence deliveries to avoid delays, while minimizing on-site storage. Handle and store following manufacturer's instructions, recommendations and material safety data sheets. Protect from construction operation related damage, as well as, damage from weather, excessive temperatures and prolonged sunlight. Remove damaged material from site and dispose of in accordance with applicable regulations.
- B. Do not allow material to freeze in containers
- C. Remove and replace liquid materials that cannot be applied within their stated shelf life.

1.08 JOB CONDITIONS

- A. Environmental Limitations: Apply gas vapor barrier system within the range of ambient and substrate temperatures recommended by manufacturer. Do not apply gas vapor barrier system to a damp or wet substrate, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F (3 deg C) above dew point.
- B. Do not apply gas vapor barrier system in snow, rain, fog or mist, or when such weather conditions are imminent during application and curing period.
- C. Maintain adequate ventilation during application and curing of gas vapor barrier system materials.
- D. Ambient temperature shall be within manufacturer's specifications. If winter conditions apply, we recommend the use of space heaters and necessary cover (i.e. visqueen) to bring the ambient temperature to at least +45°F until the protection course and structural slab rebar or a mudslab protection course has been placed.
- E. Surface preparation shall be per manufacturer's specification.

1.09 COORDINATION

- A. Coordinate application of gas vapor barrier with installation of other construction.
 - 1. Positively secure plumbing, electrical, mechanical, and structural items to be under or passing through the gas vapor barrier in their proper positions and appropriately protected prior to membrane application.
 - 2. Install gas vapor barrier before placement of reinforcing steel. When not possible, mask all exposed reinforcing steel prior to membrane application.

1.10 PRODUCT WARRANTY

- A. Upon delivery and acceptance by the Owner of material specified by this Section, the materials manufacturer will provide a written one year standard material indicating the material conforms to its product specifications and is free of material defects. Factors affecting the results obtained from using this product including weather, equipment utilized, construction, workmanship and other variables are all beyond the manufacturer's control.

Under this product warranty, manufacturer will provide replacement material, at no charge, for any product proven not to meet the material properties listed in the published product literature This warranty is in lieu of any and all other warranties expressed or implied (including any

implied warranty of merchantability or fitness for a particular use), and manufacturer shall have no further liability of any kind including liability for consequential or incidental damages resulting from any defects or delays caused by replacement or otherwise.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. Provide Liquid Boot® Plus membranes, venting system and applicable accessories as manufactured by Colloid Environmental Technologies Company (CETCO), 2870 Forbs Ave, Hoffman Estates, IL 60192,, USA. Phone: (847) 851-1800; Fax: (847) 851-1899; Web-site: <http://www.sedimentremediation.com>.

2.02 QUALIFICATIONS

A. The gas vapor barrier manufacturer must have produced at least 22 million square feet (2 million square meters) of gas vapor barrier, with at least 22 million square feet (2,000,000 square meters) installed. 10⁻¹³

2.03 MATERIALS

A. VI-20® is a seven-layer co-extruded membrane made from ethylene vinyl alcohol (EVOH) and polyethylene to provide strength as well as resistance to VOC vapor transmission. VI-20 membrane is an under-slab barrier when used in conjunction with Liquid Boot® will inhibit volatile organic compound vapor migration through the concrete.

VI-20 geomembrane barrier physical properties:

PROPERTIES	TEST METHOD	VALUE
Thickness, nominal	ASTM D5199	0.51 mm
Weight	ASTM D5261	498 g/m ²
Tensile Strength	ASTM E154	258 N/cm (58 lb/in)
Methane Permeability	ASTM D 1434	< 5 x 10 ⁻¹⁰ m ² /d·atm
Radon Diffusion Coefficient		< 0.25 x 10 ⁻¹² m ² /s
Water Vapor Transmission	ASTM E154 & E96	0.0025 US Perms

B. Fluid applied gas vapor barrier system - Liquid Boot®, a single course, high build, polymer modified asphaltic emulsion. Water borne and spray applied at ambient temperatures. A minimum thickness of 60 dry mils, unless specified otherwise as some cities and engineers may require a thicker membrane. Non-toxic and odorless. Liquid Boot® Trowel Grade has similar properties with greater viscosity and is trowel applied. Manufactured by CETCO in Santa Ana, CA and Cartersville, GA (714) 384-0111.

LIQUID BOOT® gas vapor barrier physical properties:

GAS VAPOR MEMBRANE	TEST METHOD	VALUE
Acid Exposure (10% H ₂ SO ₄ for 90 days)	ASTM D543	Less than 1% weight change
Diesel (1000 mg/l), Ethylbenzene (1000 mg/l), Naphthalene (5000 mg/l) and Acetone (500 mg/l) Exposure for 7 days	ASTM D543	Less than 1% weight change, Less than 1% tensile strength change
Radon Permeability	Tested by US Dept. of Energy	Zero permeability to Radon (222Rn)
Bonded Seam Strength Tests	ASTM D6392	Passed*
Micro Organism Resistance (Soil Burial)- average weight change,	ASTM D4068-88	Passed*
Methane Permeability	ASTM 1434-82	Passed*
Oil Resistance Test- average weight change, average tensile strength change, average tensile stress change, average elongation change, bonded seams, methane permeability	ASTM D543-87	Passed*
Heat Aging- average tensile strength change, average tensile stress change, average elongation change, bonded seams	ASTM D4068-88	Passed*
Dead Load Seam Strength	City of Los Angeles	Passed*
Environmental Stress-Cracking	ASTM D1693-78	Passed*
PCE Diffusion Coefficient	Tested at 120 mg/L	1.32 x 10 ⁻¹³ m ² /sec
TCE Diffusion Coefficient	Tested at 524 mg/L	9.07 x 10 ⁻¹³ m ² /sec
Soil Burial	ASTM E154-88	Passed
Water Vapor Permeability	ASTM E96	0.069 US Perms
Water Penetration Rate	ASTM D2434	<7.75 x 10 ⁻⁹ cm/sec

POTABLE WATER	TEST METHOD	VALUE
Toxicity Test	22 CCR 66696	Passed. CCR Bioassay—Flathead Minnow
Potable Water Containment	ANSI/NSF 61	NSF Certified for tanks >300,000 gal**
Hydrostatic Head Resistance	ASTM D751	Tested to 138 feet or 60 p.s.i
GENERAL INFORMATION	TEST METHOD	VALUE
Freeze-Thaw Resistance (100 Cycles)	ASTM A742	Meets criteria. No spalling or disbondment
Accelerated Weathering & Ultraviolet Exposure	ASTM D822	No adverse effect after 500 hours
Elongation	ASTM D412	1,332% - Ø reinforcement, 90% recovery
Tensile Strength	ASTM D412	58 p.s.i. without reinforcement
Tensile Bond Strength to Concrete	ASTM D413	2,707 lbs/ft ² uplift force

*per City of Los Angeles approval for 60-mil dry Liquid Boot

**per NSF approval for 80-mil Liquid Boot® potable water containment membrane

LIQUID BOOT® Agency Approvals:

1. City of Los Angeles Research Report # 24860-Approved for "Liquid Boot® Membrane for Below-Grade Waterproofing and Gas Barrier"
2. United States Navy-Approved for "Liquid Boot® for Use World Wide to Waterproof Earth-Covered Steel Ammunition Storage"
3. NSF International-NSF/61 approved for "Potable Water Tank Liner"
4. Canadian Construction Materials Board-Approved for "Waterproofing and Damp Proofing"
5. County of Los Angeles Department of public works-Approved for "Liquid Boot® Application as a Methane Gas Barrier"

C. ACCESSORY GAS VAPOR BARRIER PRODUCTS: All accessory gas vapor barrier materials shall be provided by the manufacturer or shall have manufacturer's written approval for substitution.

1. GeoVent – low profile vapor extraction system.
 - i. Liquid Boot® GeoVent end outlet.
 - ii. Liquid Boot® GeoVent interior Footing Sleeves.
 - iii. Liquid Boot® GeoVent Fabric Reinforced Tape.
2. Liquid Boot® Detailing Fabric – ethylene vinyl alcohol (EVOH) and polypropylene composite membrane.
3. Optional - vertical applications, Liquid Boot® BaseFabric T-40 or T-60 – thermally bonded nonwoven polypropylene fabric
4. UltraShield – polypropylene needle punched protection mat.
5. Adhesive system for Liquid Boot® UltraShield and Liquid Boot® UltraDrain: Use Liquid Boot® UltraGrip.
6. Hardcast CRT 1602 Tape 3" wide – covering cold joints, cracks form tie holes, etc.

PART 3 - EXECUTION

3.01 EXAMINATION

A. The installer, with the Owner's Independent Inspector present, shall examine conditions of substrates and other conditions under which this section work is to be performed and notify the contractor, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected and are acceptable for compliance with manufacturer requirements. General substrate conditions acceptable for the gas vapor barrier installation are listed below. For conditions not covered in this Section, contact the gas vapor barrier manufacturer for guidance.

B. SOIL SUBSTRATES:

1. Moisture condition and compact sub-grade to a minimum relative compaction of 90 percent or as specified by civil/geotechnical engineer with finished surface smooth, uniform, free of debris and standing water.
2. Stones or dirt clods greater than 1/4 inch to be removed. Aggregate sub-bases shall be rolled flat, free from any protruding sharp edges.
3. Penetrations must be prepared in accordance with manufacturer's specifications. All form stakes that penetrate the membrane shall be of rebar which shall be bent over and left in the slab.
4. Trenches oversized are to be cut to accommodate gas vapor barrier membrane and protection course with perpendicular to sloped sides and maximum obtainable compaction. Finish grade and compact the adjoining grade.
5. Provide excavated walls vertical or sloped back, free of roots and protruding rocks.
6. Soil sterilant applications should be at the sterilant manufacturer's recommended rate.

C. WOOD TIMBER SHORING: Wood lagging shoring should extend to the lowest level of the gas vapor membrane installation with any voids or cavities exterior of the lagging timbers filled with compacted soil or cementitious grout. Interior surface of lagging boards should be planar and tight together with gaps less than 1" (25 mm). Gaps in excess of 1" should be filled with cementitious grout, compacted soil, wood, extruded polystyrene (40 psi min.) Do not use plywood or other surface treatment over large lagging gaps that leave the cavity void.

D. CUT ROCK FACE OR AUGER CAST CAISSON SHORING WALLS: Interior surface of cut rock and concrete auger pile retention walls should be planar without irregular surface conditions, voids, and sharp transitions that would leave a void space to the outside of the gas vapor barrier installation. Irregular rock, void pockets, cracks, sharp concave transitions should be completely filled or smoothed with cementitious grout, shotcrete, or other approved solid material

- E. MECHANICAL OR OTHER PENETRATIONS: Mechanical, structural, or architectural materials that will pass through the plane of the gas vapor membrane shall be properly installed and secured in their final position prior to installation of the Liquid Boot® Plus system.
- F. CONCRETE: Concrete to be gas vapor proof shall be properly placed and consolidated. Reinforced structural slabs should be a minimum of 6" (150 mm) thick when placed on a working mud slab. Reinforced concrete slab(s) on compacted grade shall be a minimum of 4" (100 mm) thick.
 - 1. At cast in place concrete surfaces, provide a light broom finish or smoother, free of any dirt, debris, loose material, release agents or curing compounds. Fill voids more than 1/4 inch deep and 1/4 inch wide.
 - 2. At masonry joints, cold joints, and form joints, provide a struck smooth surface. Prepare penetrations in accordance with manufacturer's specifications.
 - 3. Provide a 3/4 inch minimum cant of Liquid Boot®, or other suitable material as approved by manufacturer, at all horizontal to vertical transitions and other inside corners of 120 degrees or less. Allow to cure overnight before the application of Liquid Boot®.
 - 4. Completely grout all cracks or cold joints greater than 1/16 inch with non-shrink grout. Install Hardcast reinforcing tape over all cold joints, cracks and form tie holes (after holes and cracks are grouted).

3.02 SURFACE PREPARATION-

- A. Provide 24 inch minimum clearance out from surfaces to receive the gas vapor barrier. The application surface shall be prepared and provided to the applicator in accordance with manufacturer's specifications listed below.
- B. Remove dirt, debris, oil, grease, cement laitance, or other foreign matter which will impair or negatively affect the performance of the gas vapor barrier and venting system.
- C. Protect adjacent work areas and finish surfaces from damage or Liquid Boot® over spraying during product applications.

3.03 INSTALLATION OF GAS COLLECTION/VENT SYSTEM

- A. Roll out Liquid Boot® GeoVent per approved layout
- B. Provide prefabricated Liquid Boot® GeoVent Sleeves or GeoVent End Outlets where venting penetrates interior footing
- C. At points of intersections, cut away geotextile to produce rectangular flaps. Interlock exposed dimple board in a Lego-like fashion. Fold flaps of geotextile in a manner so that the dimple board is covered completely. Secure geotextile folds with Liquid Boot® Fiber Reinforced Tape so that the geotextile is completely impermeable to sand fill
- D. Use Liquid Boot® GeoVent End Outlet to attach to a solid (non-perforated 2" (inches) diameter PVC pipe at penetration through building foundation. Seal/grout piping at penetrations through foundation using approved methods.

3.04 INSTALLATION ON CONCRETE/SHOTCRETE/MASONRY

- A. Seal around penetrations in accordance with manufacturer instructions.
- B. Provide a 3/4 inch minimum cant of LIQUID BOOT®, or other suitable material as approved by manufacturer, at all horizontal to vertical transitions and other inside corners of 120° or less. Allow to cure overnight before the application of Liquid Boot®.
- C. Delineate a test area on site with a minimum dimension of 10 feet by 10 feet (3m by 3m). Apply Liquid Boot® to a thickness of 60 mils and let it cure for 24 hours. Observe for blisters. If minor or no blistering occurs, proceed to the next step. If significant blistering does occur, apply a thin (10 mil) tack coat of LIQUID BOOT® "A" side without catalyst to the entire concrete surface and allow to cure before proceeding.
- D. Spray apply Liquid Boot® to a 60 mil minimum dry thickness. Increase thickness to 100 dry mils if shotcrete is to be applied directly to membrane. If a second coat is required, remove any standing water from the membrane before proceeding with the second application.
- E. Non-horizontal surfaces: Spray on non-horizontal surfaces should begin at the bottom and work towards the top. This method allows the product to adhere to the surface before hitting catalyst runoff.
- F. Do not penetrate membrane. Keep membrane free of dirt and debris and traffic until a protective cover is in place. It is the responsibility of the General Contractor to insure that the membrane and the protection system are not penetrated.
- G. After membrane has cured and checked for proper thickness and flaws, install protection material pursuant to manufacturer's instructions.
 - 1. Perform all testing or inspection prior to placing protection course.

NOTE: Due to the nature of concrete as a substrate, it is normal for some blistering to occur. This is caused by either concrete's tendency to off-gas or water that is temporarily trapped between the concrete and the membrane. With time and the applied pressure of backfill or over-slab, blisters will absorb into the concrete without detriment to the membrane. A small number of blister heads should be sampled and checked for proper membrane thickness. If the samples have the minimum required membrane thickness, then the remaining blisters should not be punctured or cut. If the samples have less than the minimum required membrane thickness, then the area can either be re-sprayed to obtain the proper thickness, or the blisters can be cut out and the area re-sprayed or patched with Liquid Boot® Trowel Grade.

3.05 INSTALLATION ON DIRT SURFACES AND MUDSLABS

- A. Roll out VI-20 geomembrane on sub-grade and overlap seams a minimum of 6 inches. Lay geomembrane tight at all inside corners. Apply a thin 20 mil Liquid Boot® spray applied within the seam overlap. Line trenches with geomembrane extending at least six inches (6") onto adjoining sub-grade if slab and footings are to be sprayed separately.
- B. Minimize the use of nails to secure the geomembrane to the dirt subgrade. Remove all nails before spraying membrane, if possible. Nails that cannot be removed from the dirt subgrade are to be patched with Liquid Boot® Detailing Fabric or Hardcast reinforcing tape overlapping the nail head by a minimum of two inches (2"). Apply a 20 mil Liquid Boot® under the geomembrane patch, when patching with geomembrane.
- C. Sealing around penetrations.
- D. Spray apply Liquid Boot® onto VI-20 geomembrane to a 60 mil minimum dry thickness. Increase thickness to 100 dry mils if shotcrete is to be applied directly to membrane. If a second coat is required, remove any standing water from the membrane before proceeding with the second application.
- E. Do not penetrate membrane. Keep membrane free of dirt, debris and traffic until a protective cover is in place. It is the responsibility of the General Contractor to insure that the membrane and the protection system are not penetrated.
- F. After membrane has cured and checked for proper thickness and flaws, install protection material pursuant to manufacturer's instructions.
 - 1. Perform all testing or inspection to be performed prior to placing protection course.

3.06 SEALING AROUND PENETRATIONS

3.06.10 OPTION 1

- A. Clean all penetrations. Sand metal penetrations clean with emery cloth.
- B. For applications requiring VI-20, roll out geomembrane on sub-grade, overlapping seams a minimum of six inches (6"). Cut the geomembrane around penetrations so that it lays flat on the sub-grade. Lay geotextile tight at all inside corners. Apply a thin (20 mil) LIQUID BOOT® within the seam overlap then lap Liquid Boot® Detailing Fabric around penetrations extending 3 inches around the base of penetration.
- C. At the base of penetration install a minimum ¼ inch thick membrane cant of Liquid Boot®, or other suitable material as approved by manufacturer. Extend the membrane at a 60 mil thickness three inches (3") around the base of penetration and up the penetration a minimum of three inches (3"). Allow to cure overnight before the application of Liquid Boot® membrane. (See manufacturer's standard detail.)
- D. Spray apply LIQUID BOOT® to an 60 mils minimum dry thickness around the penetration, completely encapsulating the collar assembly and to a height of one and one half inches (1 1/2") minimum above the membrane. Spray-apply Liquid Boot® to surrounding areas as specified for the particular application. (SEE MANUFACTURER'S STANDARD DETAIL)
- E. Allow LIQUID BOOT® to cure completely before proceeding to step "F".
- F. Wrap penetration with polypropylene cable tie at a point 2 inches above the base of the penetration. Tighten the cable tie firmly so as to squeeze, but not cut, the cured membrane collar.

3.06.20 OPTION 2

- A. Clean all penetrations. Sand metal penetrations clean with emery cloth.
- B. For applications requiring VI-20, roll out geomembrane on sub-grade overlapping seams a minimum of six inches (6"). Cut the geomembrane around penetrations so that it lays flat on the sub-grade. Lay geomembrane tight at all inside corners. Apply a thin (20 mil) of Liquid Boot® within the seam overlap then lap Liquid Boot® Detailing Fabric around penetrations extending 3 inches around the base of penetrations.
- C. Spray-apply LIQUID BOOT® to surrounding areas as specified for the particular application to a 60 mil minimum dry thickness. At the base of penetration install a minimum 3/4 inch thick membrane cant of LIQUID BOOT®, or other suitable material as approved by manufacturer. Extend the membrane at 60 mil thickness up the penetration a minimum of three inches (3"). Allow to cure overnight before proceeding to D (SEE MANUFACTURER'S STANDARD DETAIL)
- D. Spray apply Liquid Boot® the membrane at an 60 mil thickness three inches (3") around the base of penetration and up the penetration, completely encapsulating the collar assembly, to a height of one and one half inches (1 1/2") minimum above the membrane. (SEE MANUFACTURER'S STANDARD DETAIL)
- E. Allow Liquid Boot® to cure completely before proceeding to step "F".

- F. Wrap penetration with polypropylene cable tie at a point two inches (2") above the base of the penetration. Tighten the cable tie firmly so as to squeeze, but not cut, the cured membrane collar.

3.07 FIELD QUALITY CONTROL

- A. The membrane must be cured at least overnight before inspecting for dry-thickness, holes, shadow shrinkage, and any other membrane damage. When thickness or integrity is in question the membrane should be tested in the proper manner as described below. However, over-sampling defeats the intent of inspections. Inspectors should always use visual and tactile measurement to guide them. Areas suspected of being too thin to the touch should be measured with the gauges to determine the exact thickness. With practice and by comparing tactile measurements with those of the gauges, fingers become very accurate tools.

B. ON CONCRETE/SHOTCRETE/MASONRY & OTHER HARD SURFACES

1. Membrane may be checked for proper thickness with a blunt-nose depth gauge, taking one reading every 500 square feet. Record the readings. Mark the test area for repair, if necessary.
2. If necessary, test areas are to be patched over with Liquid Boot® to a 60 mils minimum dry thickness, extending a minimum of 1 inch beyond the test perimeter.

C. ON DIRT AND OTHER SOFT SUBSTRATES

1. Samples may be cut from the membrane and geomembrane sandwich to a maximum area of 2 square inches. Measure the thickness with a mil-reading caliper, per 500 sq. feet. Deduct the geomembrane thickness of 20 mils to determine the thickness of LIQUID BOOT® membrane. Mark the test area for repair.
2. Patch voids left by sampling with Detailing Fabric underlay beneath the existing membrane with HDPE side up and a minimum of 2 inches overlap. Apply a thin tack coat of Liquid Boot® under the geomembrane patch. Then spray or trowel-apply Liquid Boot® to a 60 mils minimum dry thickness, extending at least three inches (3") beyond geotextile patch.

D. SMOKE TESTING FOR HOLES

1. Smoke test the membrane for holes and other breaches in accordance with the manufacturer's written instructions.

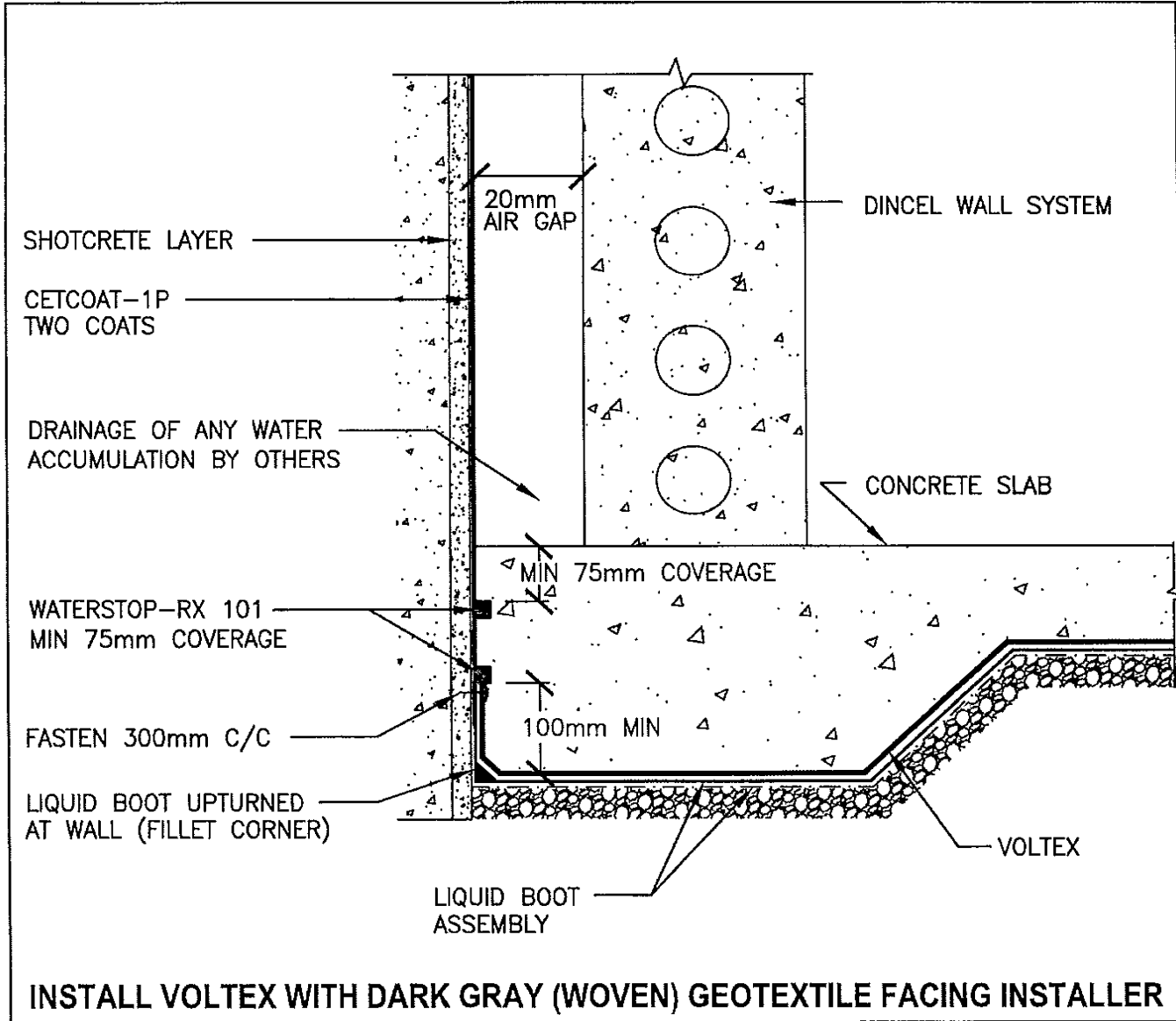
END OF SECTION



B. CONSTRUCTION DRAWINGS

CETCO WATERPROOFING
FOUNDATION SLAB
 Slab to Wall Transition

VT-01
WP-1
 SCALE: NTS 05/11/16



INSTALL VOLTEX WITH DARK GRAY (WOVEN) GEOTEXTILE FACING INSTALLER

This information is based on data and knowledge considered to be true and accurate. The information is offered for the users' consideration, verification, and requires project designer's approval before installation. CETCO does not warrant the results obtained and assumes no liability for the use of the information. CETCO waterproofing membranes are not intended to seal expansion joints; contact CETCO for expansion joint applications. This information is subject to change without notice.

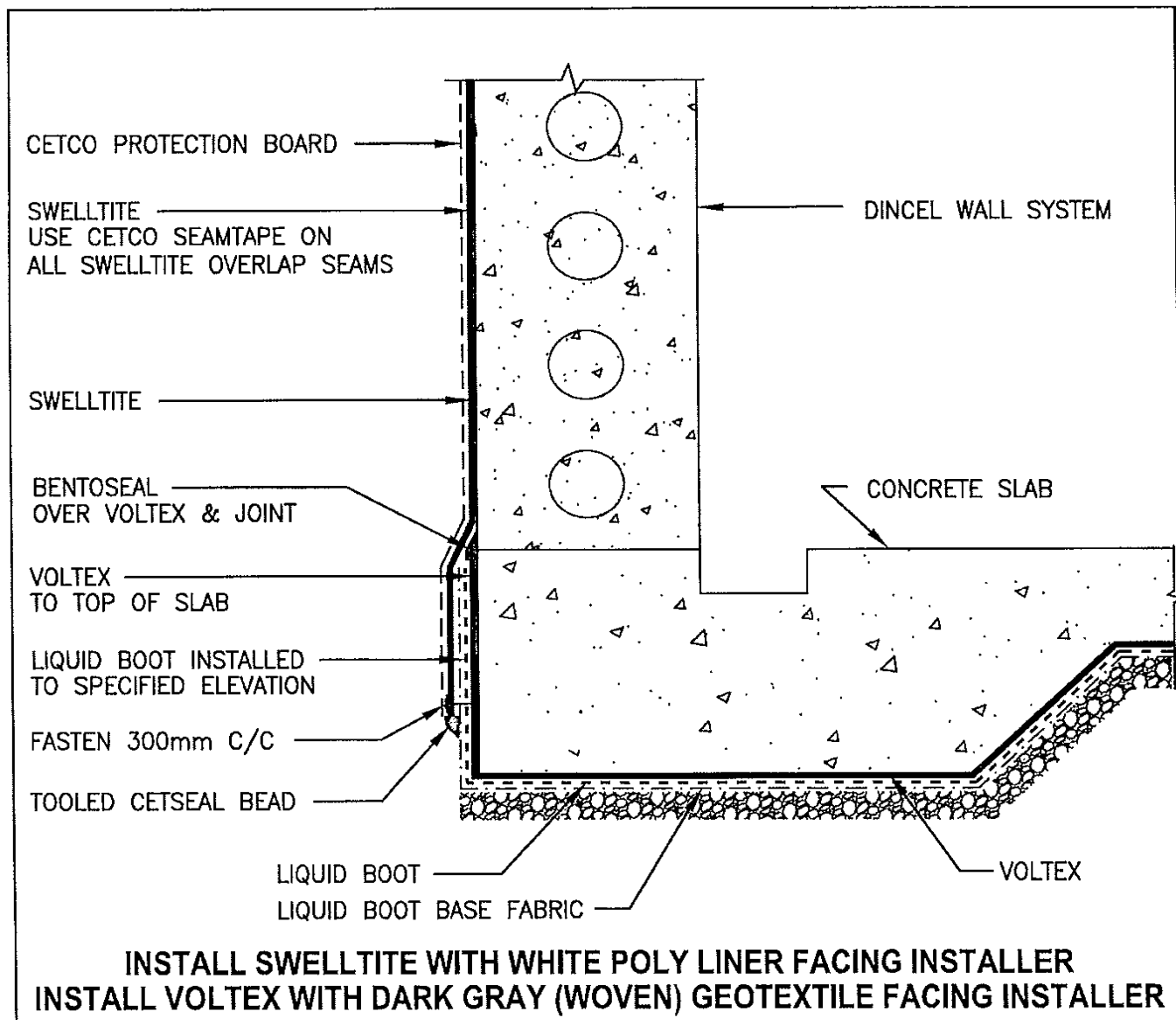
Leichardt Green
22 George Street
Leichardt, NSW



50 Crowle Street, Geelong North, Victoria, 3215
 tel +61 (3) 5272 1090 fax 613 5278 5833
 www.cetco.com.au

CETCO WATERPROOFING
FOUNDATION SLAB
 Backfilled Retaining Wall

VT-01
WP-2R1
 SCALE: NTS 05/12/16



This information is based on data and knowledge considered to be true and accurate. The information is offered for the users' consideration, verification, and requires project designer's approval before installation. CETCO does not warrant the results obtained and assumes no liability for the use of the information. CETCO waterproofing membranes are not intended to seal expansion joints; contact CETCO for expansion joint applications. This information is subject to change without notice.



50 Crowle Street, Geelong North, Victoria, 3215
 tel +61 (3) 5272 1090 fax 613 5278 5833
 www.cetco.com.au

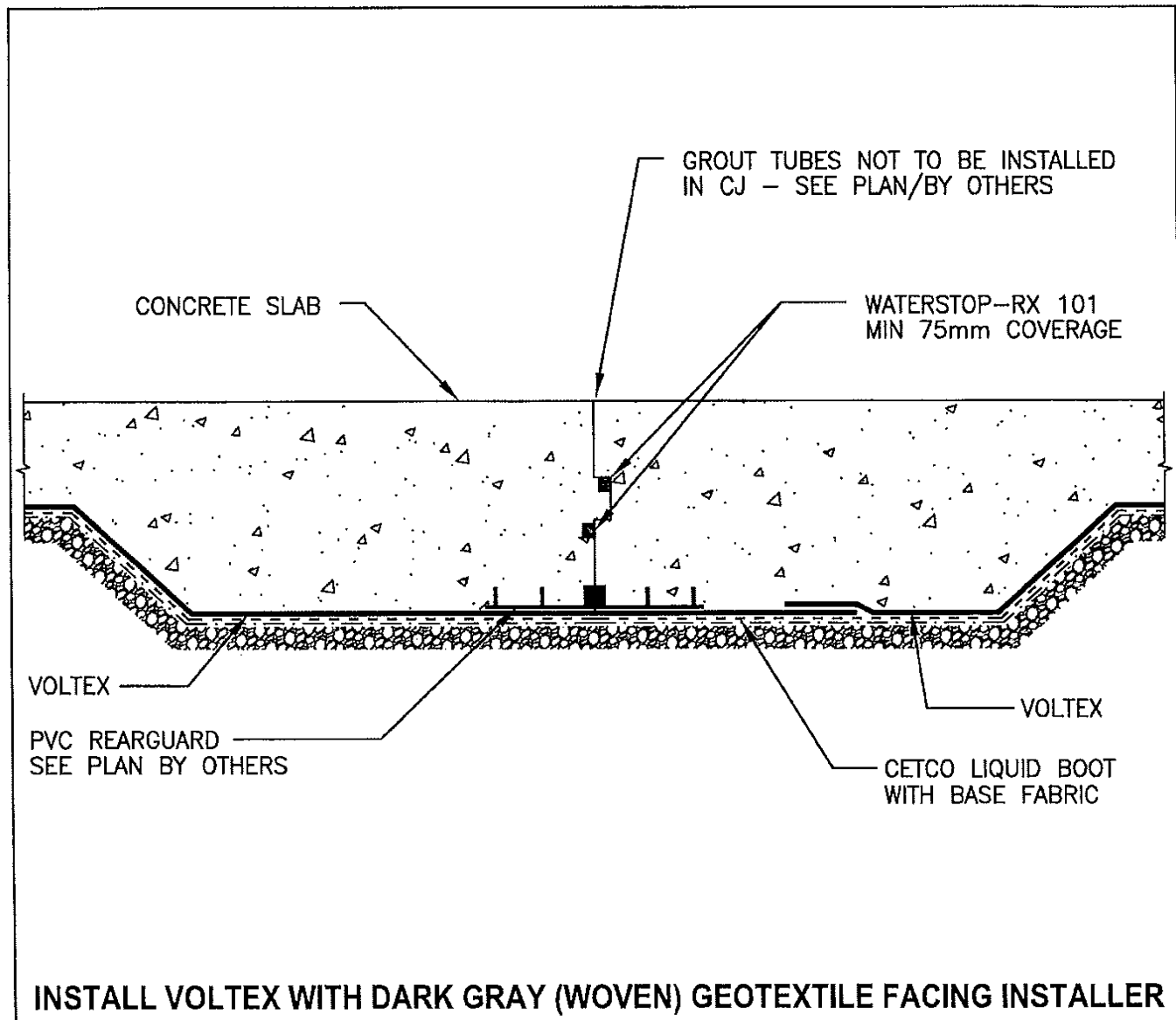
Leichardt Green
22 George Street
Leichardt, NSW

© 2016 Colloid Environmental Technologies Company

LeichardtGreen_wp-2r1_051216

CETCO WATERPROOFING
FOUNDATION SLAB
Typical CJ

VT-01
WP-3R1
SCALE: NTS 05/12/16



This information is based on data and knowledge considered to be true and accurate. The information is offered for the users' consideration, verification, and requires project designer's approval before installation. CETCO does not warrant the results obtained and assumes no liability for the use of the information. CETCO waterproofing membranes are not intended to seal expansion joints; contact CETCO for expansion joint applications. This information is subject to change without notice.

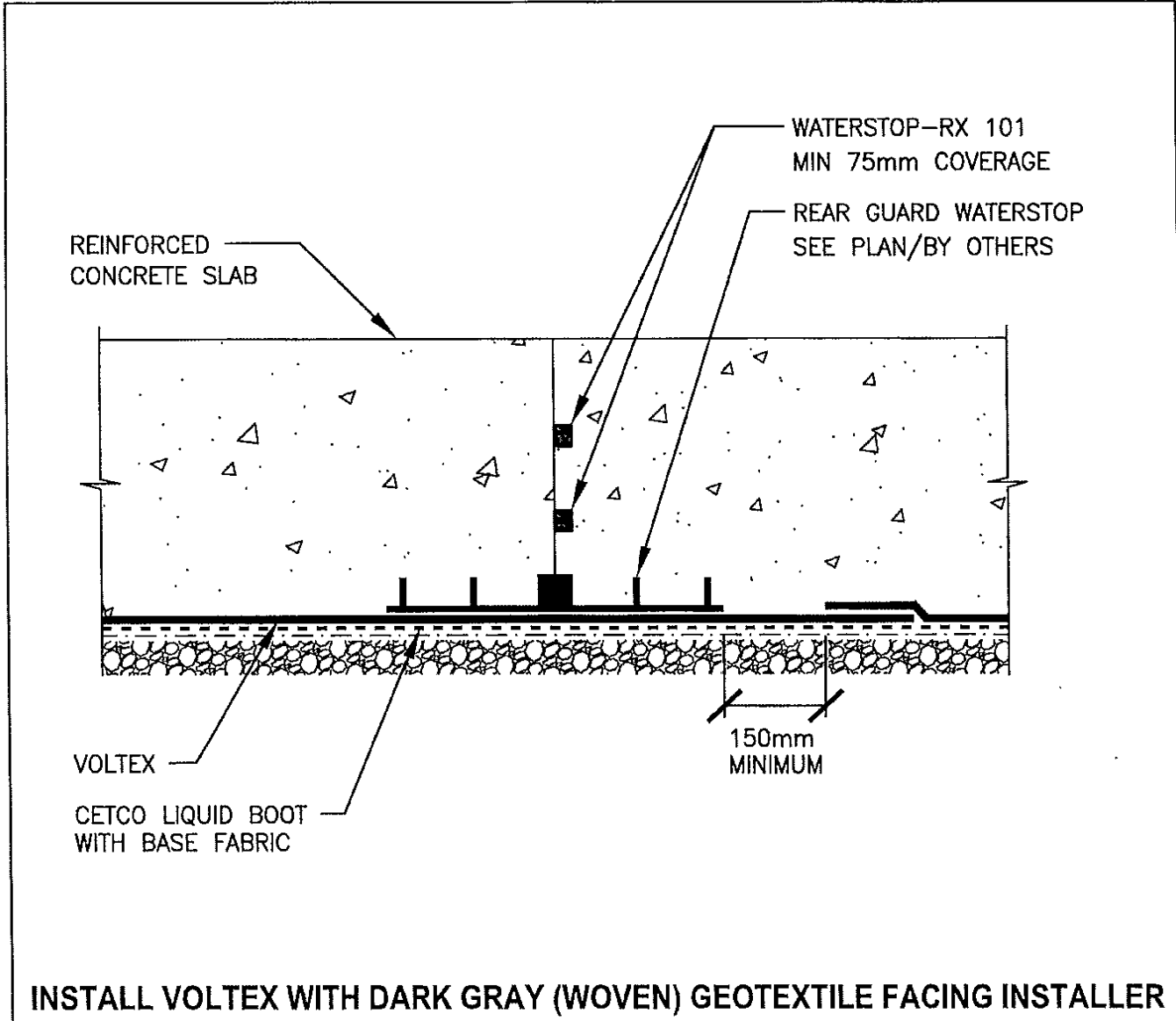
Leichardt Green
22 George Street
Leichardt, NSW



50 Crowle Street, Geelong North, Victoria, 3215
tel +61 (3) 5272 1090 fax 613 5278 5833
www.cetco.com.au

CETCO WATERPROOFING
FOUNDATION SLAB
Construction Joint

VT-01
WP-4R1
SCALE: NTS 05/12/16



INSTALL VOLTEX WITH DARK GRAY (WOVEN) GEOTEXTILE FACING INSTALLER

This information is based on data and knowledge considered to be true and accurate. The information is offered for the users' consideration, verification, and requires project designer's approval before installation. CETCO does not warrant the results obtained and assumes no liability for the use of the information. CETCO waterproofing membranes are not intended to seal expansion joints; contact CETCO for expansion joint applications. This information is subject to change without notice.

Leichardt Green
22 George Street
Leichardt, NSW



50 Crowle Street, Geelong North, Victoria, 3215
tel +61 (3) 5272 1090 fax 613 5278 5833
www.cetco.com.au

CETCO WATERPROOFING

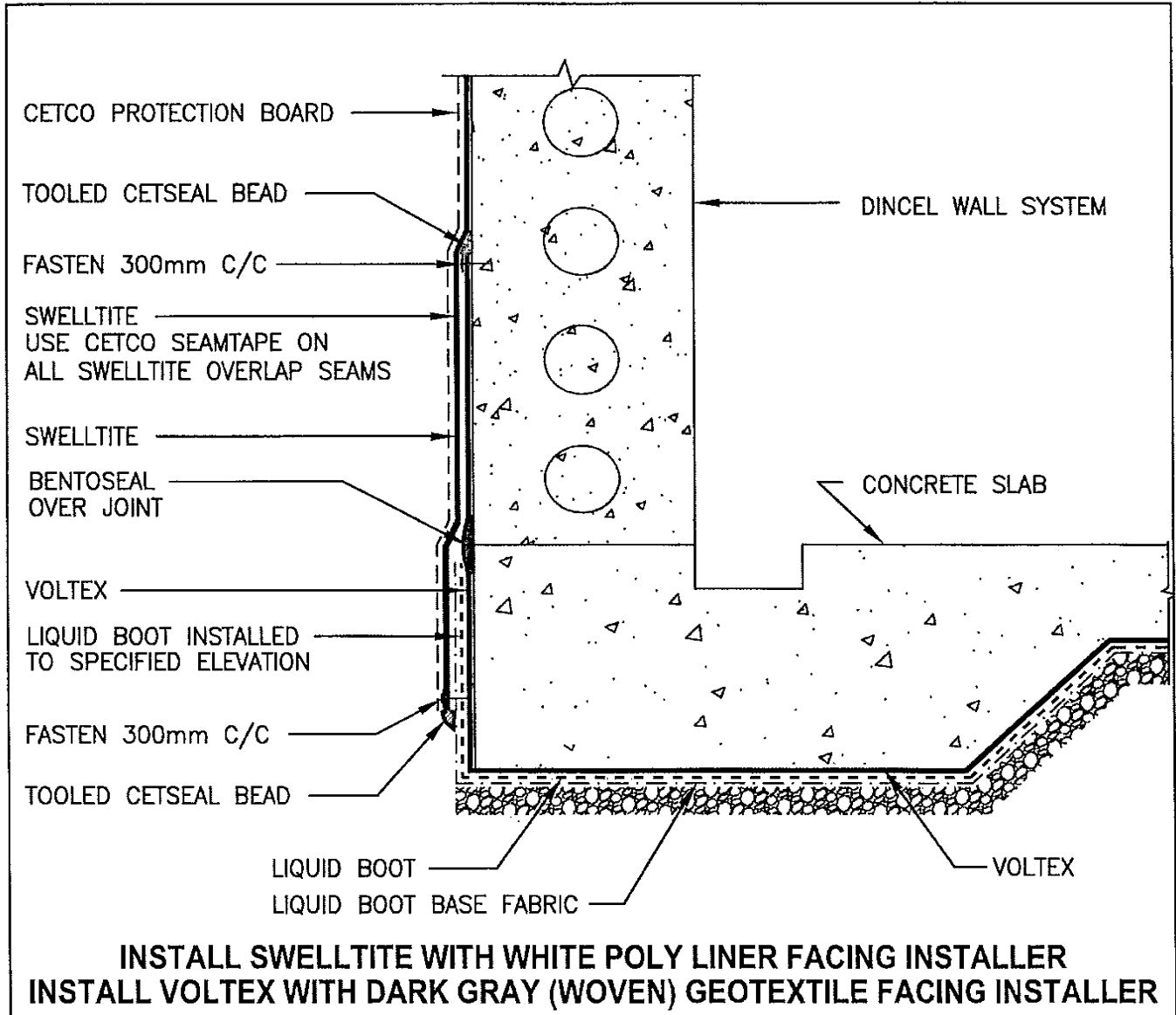
VT-01

FOUNDATION SLAB

WP-5R1

Backfilled Retaining Wall (Full)

SCALE: NTS 05/12/16



This Information is based on data and knowledge considered to be true and accurate. The information is offered for the users' consideration, verification, and requires project designer's approval before installation. CETCO does not warrant the results obtained and assumes no liability for the use of the information. CETCO waterproofing membranes are not intended to seal expansion joints; contact CETCO for expansion joint applications. This information is subject to change without notice.

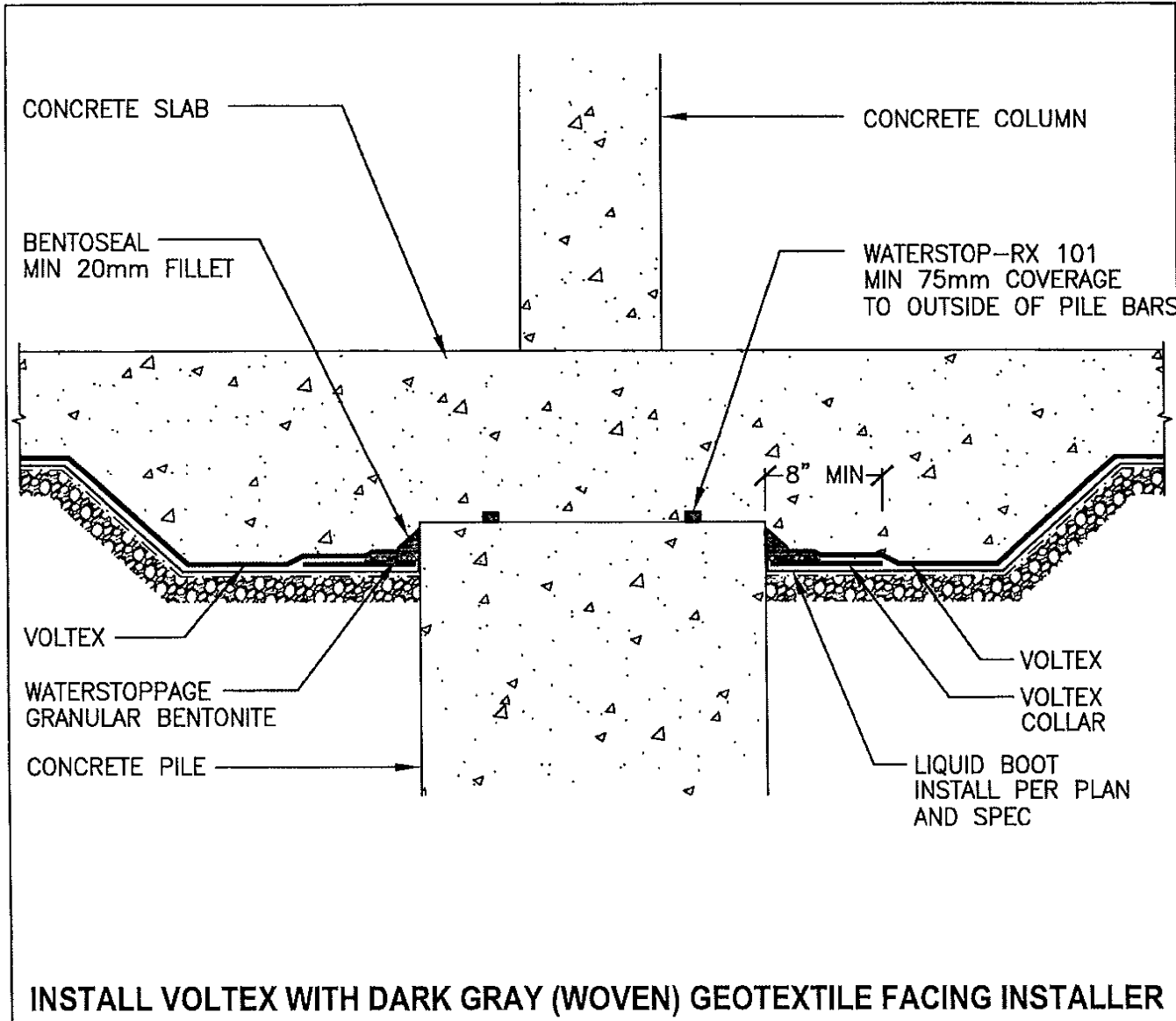
Leichardt Green
22 George Street
Leichardt, NSW



50 Crowle Street, Geelong North, Victoria, 3215
tel +61 (3) 5272 1090 fax 613 5278 5833
www.cetco.com.au

CETCO WATERPROOFING
FOUNDATION SLAB
 Typical Drop Panel

VT-01
WP-6R1
 SCALE: NTS 05/12/16



INSTALL VOLTEX WITH DARK GRAY (WOVEN) GEOTEXTILE FACING INSTALLER

This information is based on data and knowledge considered to be true and accurate. The information is offered for the users' consideration, verification, and requires project designer's approval before installation. CETCO does not warrant the results obtained and assumes no liability for the use of the information. CETCO waterproofing membranes are not intended to seal expansion joints; contact CETCO for expansion joint applications. This information is subject to change without notice.

Leichardt Green
22 George Street
Leichardt, NSW



50 Crowle Street, Geelong North, Victoria, 3215
 tel +61 (3) 5272 1090 fax 813 5278 5833
 www.cetco.com.au

CETCO WATERPROOFING

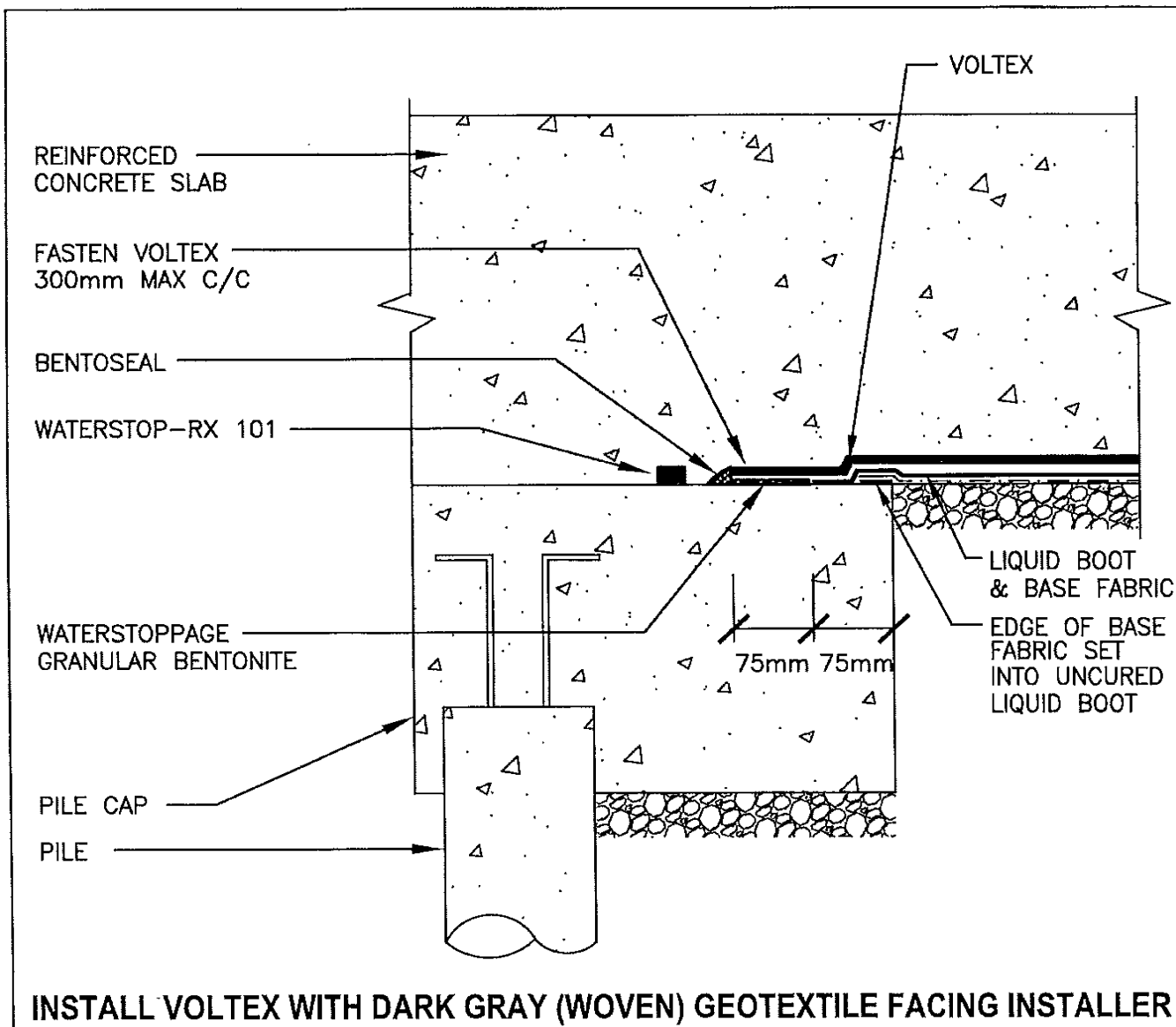
FOUNDATION SLAB

Pile Cap (Non-Hydrostatic)

VT-01

WP-7

SCALE: NTS 05/12/16

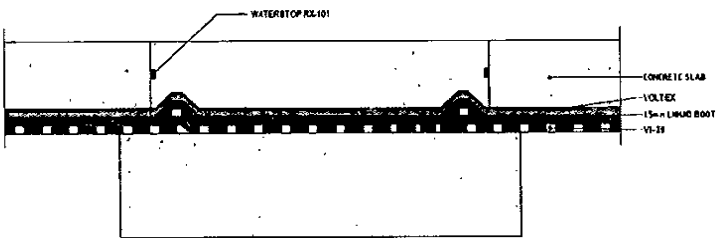


This information is based on data and knowledge considered to be true and accurate. The information is offered for the users' consideration, verification, and requires project designer's approval before installation. CETCO does not warrant the results obtained and assumes no liability for the use of the information. CETCO waterproofing membranes are not intended to seal expansion joints; contact CETCO for expansion joint applications. This information is subject to change without notice.

Leichardt Green
 22 George Street
 Leichardt, NSW



50 Crowie Street, Geelong North, Victoria, 3215
 tel +61 (3) 5272 1090 fax 613 5278 5833
 www.cetco.com.au



CRANE PAD & ALARM WELL SECTION
R.T.S.

CONSTRUCTION ISSUE

<p>© 2018 BENTON & BOWLES PTY LTD This information is based on data and knowledge obtained in the field and is provided for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information is subject to change without notice. Please refer to the relevant policy documents for full terms and conditions. B&B is a registered provider of financial services under the Financial Services Act 2008.</p>				<p>APPROVED FOR RELEASE BY LEAD ENGINEER: [Signature]</p> <p>DATE: [Date]</p> <p>A3 ORIGINAL 80mm SCALE FACE SIDEWAYS</p>		<p>22 GEORGE ST, LEICHHARDT</p> <p>0001</p>	
1	CONSTRUCTION ISSUE	BY	CHKD	DATE	REV	DATE	



C. TECHNICAL DATA SHEETS

TECHNICAL DATA

VI-20™ GEOMEMBRANE

HIGH-PERFORMANCE VAPOR INTRUSION BARRIER

DESCRIPTION

VI-20™ is a 7-layer co-extruded geomembrane made using high quality virgin-grade polyethylene and EVOH resins that provide unmatched impact strength as well as superior resistance to VOC vapor transmission. EVOH technology serves as a highly resilient underslab and vertical wall barrier designed to restrict methane, radon and other harmful chemicals. Applications for EVOH originated in the manufacturing of automotive fuel systems to control emissions of hydrocarbons, whose use was mandated by the US EPA and the CA Air Resources Board (CARB) to reduce VOC emissions.

APPLICATION

VI-20™ is a 20-mil, high performance poly-ethylene-EVOH copolymer geomembrane, specially designed for use as a VOC barrier when used in conjunction with LIQUID BOOT® spray-applied vapor intrusion membrane to minimize vapor intrusion and nuisance water (non-hydrostatic conditions) migration into buildings. VI-20™ is ideal for applications with chlorinated solvents, BTEX and other PAHs.

BENEFITS

- Polyethylene layers provide excellent chemical resistance and physical properties
- EVOH barrier technology provides superior protection against diffusion of chemicals when compared to typical HDPE geomembranes
- Manufactured at ISO 9001:2008 certified plant

INSTALLATION

For use as a component of the LIQUID BOOT® Plus system, VI-20™ geomembrane is rolled out on prepared sub-grade, overlapping seams a minimum of six inches (6"). The geomembrane is cut around penetrations so that it lays flat on the sub-grade and tight at all inside corners. A thin (20 mil) tack coat of LIQUID BOOT® ("A" side without catalyst) is sprayed within the seam overlap. Once the VI-20™ geomembrane is installed, penetrations are then treated with VI-20™ Detailing Fabric prior to installation of the LIQUID BOOT® spray-applied vapor intrusion membrane and ULTRASHIELD™ G-1000 protection course.



EVOH technology provided in VI-20™ geomembrane has been shown to have VOC diffusion coefficients 20 times lower than an 80 mil (2 mm) HDPE geomembrane.

PACKAGING

VI-20™ Geomembrane is available in the following packaging option:

- 10 ft. x 150 ft. (3 m x 45 m) Rolls

VI-20™ CHEMICAL & PHYSICAL PROPERTIES		
CHEMICAL PROPERTY	TEST METHOD	RESULT
Benzene Diffusion Coefficient	EPA Method 8260	4.5 x 10 ⁻¹⁸ m ² /s
Ethylbenzene Diffusion Coefficient	EPA Method 8260	4.0 x 10 ⁻¹⁸ m ² /s
m&p-Xylenes Diffusion Coefficient	EPA Method 8260	3.7 x 10 ⁻¹⁸ m ² /s
Methane Permeance	ASTM D1434	< 1.7 x 10 ⁻¹⁸ m ² /d · atm
o-Xylene Diffusion Coefficient	EPA Method 8260	3.7 x 10 ⁻¹⁸ m ² /s
Radon Diffusion Coefficient	SP Test Method	< 0.25 x 10 ⁻¹² m ² /s
Toluene Diffusion Coefficient	EPA Method 8260	4.2 x 10 ⁻¹⁸ m ² /s
PHYSICAL PROPERTY	TEST METHOD	RESULT
Membrane Composite Thickness	ASTM D5199	20 mil (0.5 mm)
Impact Resistance	ASTM D1709	2,600 g
Tensile Strength	ASTM E154 Section. 9	58 lbf/in (1.0 N/m)
Water Vapor Transmission	ASTM E154 & E96	0.004 grains/hr-ft ² (0.0028 g/hr-m ²)
Water Vapor Retarder Classification	ASTM E1745	Class A, B & C

Note: These are typical property values.

North America: 847.851.1800 | 800.527.9948 | www.CETCO.com

© 2014 CETCO. IMPORTANT: The information contained herein supersedes all previous printed versions, and is believed to be accurate and reliable. For the most up-to-date information, please visit www.CETCO.com. CETCO accepts no responsibility for the results obtained through application of this product. CETCO reserves the right to update information without notice.

UPDATED: FEBRUARY 2014

TDS_VI-20_AM_EN_201403_V1



TECHNICAL DATA

VI-20™ DETAILING FABRIC

VOLATILE ORGANIC COMPOUND VAPOR INTRUSION BARRIER

DESCRIPTION

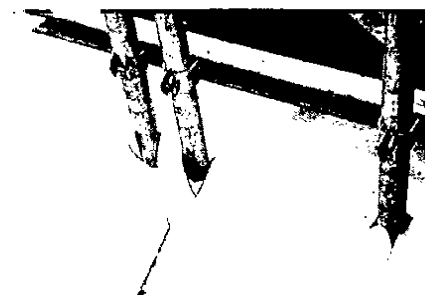
VI-20™ Detailing Fabric is a seven-layer co-extruded membrane made from polyethylene and EVOH resins to provide strength as well as resistance to VOC vapor transmission. VI-20™ Geomembrane is an underslab and vertical wall barrier that, when used in conjunction with Liquid Boot®, will inhibit volatile organic compound vapor migration through the concrete.

APPLICATION

VI-20™ Detailing Fabric is a material designed for use around penetrations and is used in conjunction with the VI-20™ Geomembrane.

BENEFITS

- Polyethylene layers provide excellent chemical resistance and physical properties
- Manufactured at an ISO 9001:2008 certified plant



EVOH technology provided in VI-20™ Detailing Fabric has been shown to have VOC diffusion coefficients 20 times lower than an 80 mil (2 mm) HDPE geomembrane.

TESTING DATA

VI-20™ DETAILING FABRIC PHYSICAL & CHEMICAL PROPERTIES		
PROPERTY	TEST METHOD	RESULT
Thickness, nominal	ASTM D5199	15 mil (0.38 mm)
Tensile Strength	ASTM D882	29 lbf (128 N) machine direction
Puncture Strength	ASTM D4833	50 lbf (220 N)
Impact Resistance	ASTM D1709 Method A	1.9 lbf (8 N)

PACKAGING

VI-20™ Detailing Fabric is available in the following packaging option:

- 51 in. x 50 ft. (1.3 m x 15.2 m) Rolls

North America: 847.851.1800 | 800.527.9948 | www.CETCO.com

© 2014 CETCO. IMPORTANT: The information contained herein supersedes all previous printed versions, and is believed to be accurate and reliable. For the most up-to-date information, please visit www.CETCO.com. CETCO accepts no responsibility for the results obtained through application of this product. CETCO reserves the right to update information without notice.

UPDATED: FEBRUARY 2014

TDS_VI-20DETAILINGFABRIC_AM_EN_201403_v1



TECHNICAL DATA

LIQUID BOOT®

SPRAY-APPLIED GAS VAPOR BARRIER

DESCRIPTION

LIQUID BOOT® is a seamless, spray-applied, water-based membrane containing no VOCs, which provides a barrier against vapor intrusion into structures. LIQUID BOOT® is installed under slab and on below grade vertical walls as a gas vapor barrier to minimize vapor and nuisance water migration into buildings. LIQUID BOOT® spray-application directly to penetrations, footings, grade beams, pile caps and other irregular surfaces, provides for a fully-adhered gas vapor barrier system.

APPLICATIONS

LIQUID BOOT® is used as an underslab and below-grade vertical wall gas vapor barrier, used to minimize vapor and nuisance water (non-hydrostatic conditions) migration into buildings. LIQUID BOOT® is ideal for methane migration control. LIQUID BOOT® is also NSF® certified for use as a potable water liner in concrete water reservoirs and tanks greater than 300,000 gallons to protect the concrete from water seepage.

BENEFITS

- Spray-application provides excellent sealing of penetrations, eliminating the need for mechanical fastening
- Seamless, monolithic membrane eliminates seaming-related membrane failures
- Unique formulation provides superior protection from methane gases and water vapor
- Fully adhered system reduces risk of gas migration
- Protection from methane gas, VOCs, chlorinated solvents and other contaminants

INSTALLATION

Protect all adjacent areas not to receive gas vapor barrier. Ambient temperature shall be within manufacturer's specifications. All plumbing, electrical, mechanical and structural items to be under or passing through the gas vapor barrier shall be secured in their proper positions and appropriately protected prior to membrane application. Gas vapor barrier shall be installed before placement of reinforcing steel. Expansion joints must be filled with a conventional waterproof expansion joint material. Surface preparation shall be per manufacturer's specification. A minimum thickness of 60 dry mils, unless specified otherwise.

LIMITED WARRANTY

CETCO warrants its products to be free of defects. This warranty only applies when the product is applied by Approved Applicators trained by CETCO. As factors which affect the result obtained from this product, including weather, equipment, construction, workmanship and other variables are all beyond CETCO's control, we warrant only that the material herein conforms to our product specifications. Under this warranty we will replace at no charge any product proved to be defective within 12 months of manufacture, provided it has been applied in accordance with our written directions for uses we recommend as suitable for this product. This warranty is in lieu of any and all other warranties expressed or implied (including any implied warranty of merchantability or fitness for a particular use), and the Manufacturer shall have no further liability of any kind including liability for consequential or incidental damages resulting from any defects or any delays caused by replacement or otherwise. This warranty shall become valid only when the product has been paid for in full.



In addition to superior chemical resistance performance, LIQUID BOOT® spray-application effectively seals penetrations, footings, grade beams and other irregular surfaces that are considered critical vapor intrusion pathways.

EQUIPMENT

- COMPRESSOR: Minimum output of 155-185 cubic feet per minute (CFM)
- PUMPS: For "A" drum, an air-powered piston pump of 4:1 ratio (suggested model: Graco, 4:1 Bulldog). For "B" drum, an air-powered diaphragm pump (0-100 psi)
- HOSES: For "A" drum, ½" wire hose with a solvent resistant core (for diesel cleaning flush), hose rated for 500 psi minimum. For "B" drum, a 3/8" fluid hose rated at only 300 psi may be used.
- SPRAY WAND: Only the spray wand sold by CETCO is approved for the application of LIQUID BOOT®.
- SPRAY TIPS: Replacement tips can be purchased separately from CETCO.

PACKAGING

LIQUID BOOT® is available in the following packaging options:

- 55 Gallon Drum
- 275 Gallon Tote

TECHNICAL DATA

LIQUID BOOT®
 SPRAY-APPLIED GAS VAPOR BARRIER

TESTING DATA

CHEMICAL & PHYSICAL PROPERTIES		
CHEMICAL PROPERTY	TEST METHOD	RESULT
Acid Exposure (10% H ₂ SO ₄ for 90 days)	ASTM D543	Less than 1% weight change
Benzene Diffusion Test	Tested at 43,000 ppm	2.90 x 10 ⁻¹¹ m ² /day
Chemical Resistance: VOCs, BTEXs (tested at 20,000 ppm)	ASTM D543	Less than 1% weight change
Chromate Exposure (10% Chromium6+ salt for 31 days)	ASTM E96	Less than 1% weight change
Diesel (1000 mg/l), Ethylbenzene (1000 mg/l), Naphthalene (5000 mg/l) and Acetone (500 mg/l) Exposure for 7 days	ASTM D543	Less than 1% weight change; Less than 1% tensile strength change
Hydrogen Sulfide Gas Permeability	ASTM D1434	None Detected
Methane Permeability	ASTM 1434-82	Passed*
Microorganism Resistance	ASTM D4068-88	Passed*
Oil Resistance	ASTM D543-87	Passed*
PCE Diffusion Coefficient	Tested at 120 mg/L	1.32 x 10 ⁻¹³ m ² /sec
Radon Permeability	Tested by US Dept. of Energy	Zero permeability to Radon (222Rn)
TCE Diffusion Coefficient	Tested at 524 mg/L	9.07 x 10 ⁻¹³ m ² /sec

PHYSICAL PROPERTY	TEST METHOD	RESULT
Accelerated Weathering and Ultraviolet Exposure	ASTM D822	No adverse effect after 500 hours
Air Infiltration	ASTM E283-91	0 cfm/sq. ft.
Bonded Seam Strength Tests	ASTM D6392	Passed*
Coefficient of Friction (with geotextile both sides)	ASTM D5321	0.72
Cold Bend Test	ASTM D146	Passed. ∅ cracking at -25°F
Dead Load Seam Strength	City of Los Angeles	Passed*
Electric Volume Resistivity	ASTM D257	1.91 x 10 ¹⁰ ohms-cm
Elongation	ASTM D412	1,332% ∅ reinforcement, 90% recovery
Elongation w/8 oz. non-woven geotextile both sides	ASTM D751	100% (same as geotextile tested separately)
Environmental Stress-Cracking	ASTM D1693-78	Passed*
Flame Spread	ASTM E108	Class A with top coat (comparable to UL790)
Freeze-Thaw Resistance (100 Cycles)	ASTM A742	Meets criteria. ∅ spalling or disbondment
Heat Aging	ASTM D4068-88	Passed*
Hydrostatic Head Resistance	ASTM D751	Tested to 138 feet or 60 psi
Potable Water Containment	ANSI/NSF 61	NSF Certified for tanks >300,000 gal
Puncture Resistance w/8 oz. non-woven geotextile both sides	ASTM D4833	286 lbs. (travel of probe = 0.756 in)
Sodium Sulfate (2% water solution)	ASTM D543, D412, D1434	Less than 1% weight change
Soil Burial	ASTM E154-88	Passed
Tensile Bond Strength to Concrete	ASTM D413	2,556 lbs/ft ² up/lift force
Tensile Strength	ASTM D412	58 psi without reinforcement
Tensile Strength w/8 oz. non-woven geotextile both sides	ASTM D751	196 psi (same as geotextile tested separately)
Toxicity Test	22 CFR 66696	Passed
Water Penetration Rate	ASTM D2434	<7.75 x 10 ⁹ cm/sec
Water Vapor Permeance	ASTM E96	0.069 perms

*Passes all Los Angeles City and County Methane Criteria

North America: 847.851.1800 | 800.527.9948 | www.CETCO.com

© 2014 CETCO, IMPORTANT: The information contained herein supersedes all previous printed versions, and is believed to be accurate and reliable. For the most up-to-date information, please visit www.CETCO.com. CETCO accepts no responsibility for the results obtained through application of this product. CETCO reserves the right to update information without notice.

UPDATED: NOVEMBER 2013

TDS_LIQUIDBOOT_AM_EN_201311_v1



TECHNICAL DATA

LIQUID BOOT® TROWEL GRADE

TROWEL-APPLIED GAS VAPOR BARRIER

DESCRIPTION

LIQUID BOOT® is a trowel-applied, water-based membrane containing no VOCs, which provides a barrier against vapor intrusion into structures. LIQUID BOOT® Trowel Grade is installed in conjunction with the LIQUID BOOT® gas vapor barrier to minimize vapor and nuisance water migration. LIQUID BOOT® Trowel Grade offers additional protection around penetrations, providing for a fully-adhered gas vapor barrier system.

APPLICATIONS

LIQUID BOOT® Trowel Grade is used for detailing around penetrations and for repairs in LIQUID BOOT® gas vapor barrier applications.

AVAILABILITY

LIQUID BOOT® Trowel Grade is available from the following CETCO plant locations:

- 1001 S Linwood Ave., Santa Ana, CA
- 218 NE Industrial Park Rd., Cartersville, GA

BENEFITS

- Trowel application provides excellent sealing of penetrations
- Seamless, monolithic membrane means no mechanical fastening required
- Protection from methane gas, VOCs, chlorinated solvents and other contaminants
- Also protects against water vapor

LIMITATIONS

- Do not allow materials to freeze in containers.
- Store LIQUID BOOT® Trowel
- Grade at site in strict compliance with manufacturer's instructions.
- When applying material below 45°F, contact your local technical sales manager.



In addition to superior chemical resistance performance, LIQUID BOOT® Trowel Grade effectively seals penetrations, which are considered critical vapor intrusion pathways.

PACKAGING

LIQUID BOOT® Trowel Grade is available in the following packaging options:

- 1 Gallon Bucket (8 oz. bottle of catalyst included)

TESTING DATA

CHEMICAL & PHYSICAL PROPERTIES		
CHEMICAL PROPERTY	TEST METHOD	RESULT
Acid Exposure (10% H ₂ SO ₄ for 90 days)	ASTM D543	Less than 1% weight change
Benzene Diffusion Test	Tested at 43,000 ppm	2.90 x 10 ⁻¹⁴ m ² /sec
Chemical Resistance: VOCs, BTEXs (tested at 20,000 ppm)	ASTM D543	Less than 1% weight change
Chromate Exposure (10% Chromium6+ salt for 31 days)	ASTM E96	Less than 1% weight change
Diesel (1000 mg/l), Ethylbenzene (1000 mg/l), Naphthalene (5000 mg/l) and Acetone (500 mg/l) Exposure for 7 days	ASTM D543	Less than 1% weight change; Less than 1% tensile strength change
Hydrogen Sulfide Gas Permeability	ASTM D1434	None Detected
Methane Permeability	ASTM 1434-82	Passed*
Microorganism Resistance	ASTM D4068-88	Passed*
Oil Resistance	ASTM D643-87	Passed*
PCE Diffusion Coefficient	Tested at 6,000 mg/m ³	2.74 x 10 ⁻¹⁴ m ² /sec
Radon Permeability	Tested by US Dept. of Energy	Zero permeability to Radon (222Rn)
TCE Diffusion Coefficient	Tested at 20,000 mg/m ³	8.04 x 10 ⁻¹⁴ m ² /sec

TECHNICAL DATA

**LIQUID BOOT® TROWEL GRADE
 TROWEL-APPLIED GAS VAPOR BARRIER**

TESTING DATA cont'd.

PHYSICAL PROPERTY	TEST METHOD	RESULT
Accelerated Weathering and Ultraviolet Exposure	ASTM D822	No adverse effect after 500 hours
Air Infiltration	ASTM E283-91	0 cfm/sq. ft.
Bonded Seam Strength Tests	ASTM D6392	Passed*
Coefficient of Friction (with geotextile both sides)	ASTM D5321	0.72
Cold Bend Test	ASTM D146	Passed. Ø cracking at -25°F
Dead Load Seam Strength	City of Los Angeles	Passed*
Electric Volume Resistivity	ASTM D257	1.91 x 10 ¹⁰ ohm-cm
Elongation	ASTM D412	1,332% Ø reinforcement, 90% recovery
Elongation w/8 oz. non-woven geotextile both sides	ASTM D751	100% (same as geotextile tested separately)
Environmental Stress-Cracking	ASTM D1693-78	Passed*
Flame Spread	ASTM E108	Class A with top coat (comparable to UL790)
Freeze-Thaw Resistance (100 Cycles)	ASTM A742	Meets criteria. Ø spalling or disbondment
Heat Aging	ASTM D4068-88	Passed*
Hydrostatic Head Resistance	ASTM D751	Tested to 138 feet or 60 psi
Potable Water Containment	ANSI/NSF 61	NSF Certified for tanks >300,000 gal
Puncture Resistance w/8 oz. non-woven geotextile both sides	ASTM D4833	286 lbs. (travel of probe = 0.756 in)
Sodium Sulfate (2% water solution)	ASTM D543, D412, D1434	Less than 1% weight change
Soil Burial	ASTM E154-88	Passed
Tensile Bond Strength to Concrete	ASTM D413	2,556 lbs/ft ² uplift force
Tensile Strength	ASTM D412	58 psi without reinforcement
Tensile Strength w/8 oz. non-woven geotextile both sides	ASTM D751	196 psi (same as geotextile tested separately)
Toxicity Test	22 CCR 66696	Passed
Water Penetration Rate	ASTM D2434	<7.75 x 10 ⁻⁸ cm/sec
Water Vapor Permeability	ASTM E96	0.24 perms
Water Vapor Transmission	ASTM E96	0.10 grains/h-ft ²

North America: 847.851.1800 | 800.527.9948 | www.CETCO.com

© 2014 CETCO. IMPORTANT: The information contained herein supersedes all previous printed versions, and is believed to be accurate and reliable. For the most up-to-date information, please visit www.CETCO.com. CETCO accepts no responsibility for the results obtained through application of this product. CETCO reserves the right to update information without notice.

UPDATED: NOVEMBER 2013

TDS_LIQUIDBOOT-TROWELGRADE_AM_EN_201311_v1



TECHNICAL DATA

VOLTEX®

BENTONITE GEOTEXTILE WATERPROOFING SYSTEM

DESCRIPTION

VOLTEX® is a highly effective waterproofing composite of high strength geotextiles and 4.8 kg/sqm of sodium bentonite. The high swelling, low permeable sodium bentonite is encapsulated between a non-woven and woven geotextile. A proprietary needlepunch process interlocks the geotextiles together forming an extremely strong composite that maintains the equal coverage of bentonite, as well as, protects it from inclement weather and construction related damage. Once backfilled, VOLTEX® hydrates and forms a monolithic waterproofing membrane. VOLTEX® contains zero VOC, can be installed in almost any weather condition to green concrete, and most importantly, has proven effective on both new and remedial waterproofing projects worldwide.

VOLTEX® works by forming a low permeability membrane upon contact with water. When wetted, unconfined bentonite can swell up to 15 times its dry volume. When confined under pressure the swell is controlled, forming a dense, impervious waterproofing membrane. The swelling action of VOLTEX® can self-seal small concrete cracks caused by ground settlement, concrete shrinkage, or seismic action; problems over which there is normally no control. VOLTEX® forms a strong mechanical bond to concrete when the geotextile fibres are encapsulated into the surface of cast-in-place concrete.

APPLICATIONS

VOLTEX® is designed for below-ground vertical and horizontal structural foundation surfaces. Typical cast-in-place concrete applications include backfilled concrete walls, earth-covered roofs, structural slabs, tunnels, and property line construction. Property line construction applications include soldier pile and lagging, secant/contiguous piling, steel sheet piling, shotcrete and stabilized earth retention walls. Applications may include structures under continuous or intermittent hydrostatic pressure.

Where contaminated ground-water conditions exist, use VOLTEX CR® with contaminant resistant sodium bentonite. VOLTEX CR® resists higher levels of the following contaminants: nitrates, phosphates, chlorides, sulfates, lime and organic solvents. Verify suitability of product by submitting a site water sample to CETCO for Water Compatibility Testing prior to installation. Contact CETCO for further details.

INSTALLATION

General: Installation guidelines herein are for cast-in-place concrete applications. For shotcrete, precast concrete, and other applications not covered herein, refer to specific VOLTEX® literature or contact CETCO for applicable installation guidelines. Install VOLTEX® in strict accordance with the manufacturer's installation guidelines using accessory products as required. Also, use VOLTEX CR® as required for contaminated conditions. Install VOLTEX® with the dark grey (woven) geotextile toward the concrete to be waterproofed. Install WATERSTOP-RX® in all applicable horizontal and vertical concrete construction joints. Schedule waterproofing material installation to permit prompt placement of concrete or compacted backfill.

STORAGE: Keep VOLTEX® and all accessory products dry prior to back fill or concrete placement.

Preparatory Work: Under Slab: Substrate should be smooth and compacted to a minimum of 85% Modified Proctor density. **Concrete Walls:** Concrete should be free of voids and projections. Surface irregularities should be removed before installation. Apply BENTOSEAL® over filled tie-bolt holes and to honeycombed concrete and surface voids. Tie-bolt holes extending through the wall should be completely filled with non-shrink cementitious grout and a piece of WATERSTOP-RX® centred in the wall. **Property Line Shoring Walls:** Install VOLTEX® only after proper substrate preparation has been completed and is suitable to receive the waterproofing.

UNDER CONCRETE FLOOR SLABS

VOLTEX® is recommended for use under structural reinforced concrete slabs 100 mm thick or greater on a compacted earth/gravel substrate. A minimum 150 mm thick reinforced slab, if installed over a concrete blinding. Where hydrostatic conditions exist, install VOLTEX® under footings and ground beams.

Place VOLTEX® over the properly prepared substrate with the dark grey (woven) geotextile side up. Overlap all adjoining edges a minimum 100 mm and stagger sheet ends a minimum 300 mm. Staple or nail edges together as required to prevent any displacement before and during concrete placement.

Cut VOLTEX® to closely fit around penetrations and pile caps. Install VOLCLAY GRANULES® under cut VOLTEX® edge at detailing and then apply a minimum 19 mm thick fillet of BENTOSEAL® to top of cut VOLTEX® edge at penetrations, pile caps, ground beams, and other detailing. Extend BENTOSEAL® onto VOLTEX® and detail a minimum of 50 mm. For hydrostatic conditions, VOLTEX® should be installed under ground beams and footings. Extend VOLTEX® onto footing a minimum 150 mm when required to tie into vertical wall waterproofing.

Where property line retaining walls, such as secant/contiguous piling, steel sheet piling, soldier pile and lagging etc., are used as the outside concrete form, install a VOLTEX® transition course at the base of the wall per "Shoring Wall Transition" instructions within the "Property Line Construction" section herein. Continue the underslab VOLTEX® installation up to the retaining wall overlapping the transition course a minimum 300 mm.

BACKFILLED CAST-IN-PLACE CONCRETE WALLS

Before installing the first course of VOLTEX®, place HYDROBAR TUBES® at the wall/footing transition corner. Butt the ends of HYDROBAR TUBES® together to form a continuous line.

TECHNICAL DATA

VOLTEX® **BENTONITE GEOTEXTILE WATERPROOFING SYSTEM**

Pre-applied Installation

Apply VOLTEX® to timber formwork, either horizontally or vertically, by nailing or stapling, following general application guidelines for lapping all adjacent edges 100 mm, and staggering adjacent roll ends no less than 300 mm (avoiding four-way laps), and additionally ensuring that laps face downwards, as applicable. The non-woven (white) geotextile should be installed against the formwork, and the woven (grey) geotextile should face the concrete to be waterproofed.

Extend VOLTEX® the full depth of the formwork, so that the VOLTEX® laps 100 mm over the VOLTEX® already cast into the slab edge and wall kicker, and allow no less than 150 mm at the top of the formwork, to provide waterproofing continuity later, if required.

Position formwork as required, and tie/ space forms, penetrating VOLTEX® as necessary. Normal concrete practice is sufficient in terms of striking times for formwork, but due care should be taken to ensure that VOLTEX® remains bonded to green concrete. Where a slab toe exists, and underslab VOLTEX® has terminated at the top edge of the slab, additional VOLTEX® will be required to link underslab/edge of slab VOLTEX® with the pre-applied wall VOLTEX®. Install HYDROBAR TUBES® at the internal wall/slab corner, and place additional VOLTEX® over the slab 'toe' lapping 100 mm over the edge of slab VOLTEX®, and continue over the toe terminating under the unbonded wall VOLTEX® flap at the back of the kicker.

Post-applied Installation

Beginning at the bottom corner of the wall, install VOLTEX® horizontally oriented with 1.5 m on one wall and the remainder around the corner on the other wall surface. Cut the bottom edge of VOLTEX® at the corner a minimum of 150 mm so that VOLTEX® can be extended onto the footing. Fasten VOLTEX® into position with washer headed fasteners a maximum 600 mm on centre. Then cut and install a VOLTEX® section over the uncovered footing corner area. Apply BENTOSEAL® at the VOLTEX® section to VOLTEX® overlap at the corner.

Install adjacent VOLTEX® rolls of the bottom course horizontally oriented. Each roll should overlap the preceding roll a minimum 100 mm and should extend onto the footing a minimum 150 mm. At inside wall corners apply a continuous 19 mm fillet of BENTOSEAL® directly in the corner prior to installing VOLTEX®. Stagger all vertical overlap joints a minimum of 300 mm. For hydrostatic conditions, the vertical wall VOLTEX® should cover the entire footing and overlap the underslab waterproofing a minimum 150 mm.

Cut VOLTEX® to closely fit around penetrations. After installing VOLTEX®, trowel a minimum 19 mm thick fillet of BENTOSEAL® round the penetrations to completely fill any space between the penetration and the VOLTEX® edge. Extend BENTOSEAL® onto the penetration and over the VOLTEX® edge 38 mm. In areas where multiple penetrations are close together, it may be impractical to cut VOLTEX® to fit around each penetration. Therefore, apply a 19 mm thick fillet of BENTOSEAL® around base of each penetration and cover the entire area between the penetrations. Extend BENTOSEAL® 38 mm onto the penetrations.

Terminate VOLTEX® membrane 300 mm below finished ground elevation with washer-head fasteners maximum 300 mm on centre. Install CETBIT 300 flashing to primed concrete substrate with bottom edge overlapping top edge of VOLTEX® membrane minimum 100 mm. Overlap all roll ends a minimum 100 mm to form a continuous flashing. Height of flashing shall be as per project details and specifications. Install a rigid termination bar along top edge of CETBIT 300; fastened maximum 300 mm on centre. Complete ground termination detail with tooled bead of CETSEAL along the top edge, at all penetrations through the flashing, and all exposed overlap seams. Backfill should be placed and compacted to minimum 85% modified proctor density promptly after waterproofing installation. Backfill should consist of compactable soil or angular aggregate (19 mm or less) free of debris, sharp objects, and stone larger than 19 mm.

NOTE: VOLTEX® is not recommended for masonry block walls. Contact CETCO regarding products and installation guidelines for masonry block foundation walls.

PROPERTY LINE CAST-IN-PLACE CONSTRUCTION

Use VOLTEX® to waterproof various types of cast-in-place property line construction, including: secant/contiguous piling, steel sheet piling, soldier pile and lagging, and stabilized earth shoring walls. Following guidelines outline the installation of VOLTEX® on secant/contiguous piled walls. For other property line shoring wall applications refer to the "VOLTEX® Cast-In-Place Product Manual" or consult CETCO. For Shotcrete applications refer to the "VOLTEX® Shotcrete Application Manual" for installation guidelines.

Secant/Contiguous Piled Wall Preparation:

Substrates should be free of large voids or protrusions. Voids, pits, and cracks in excess of 20 mm, should be parged flush using cementitious grout or BENTOSEAL®. Protrusions greater than 20 mm should be removed or smoothed flush. Generally, gradual undulating surfaces are acceptable, sudden changes in level, i.e. ridges and hollows, are not.

On contiguous piling, ensure that soil columns between piles are cut back to no less than one third of the pile diameter, to create a fixing cleavage, and reduce the likelihood of soil dislodging behind VOLTEX®.

Where required, cast concrete backblinding or apply shotcrete to contiguous piled walls to provide a sound substrate, particularly where large voids occur between piles due to unstable soil loss.

Shoring Wall Transition:

At base of shoring wall, install VOLTEX® sheet horizontally oriented (dark grey woven geotextile facing installer) with the bottom edge extending out onto the horizontal substrate a minimum 300 mm and the top edge of the sheet extending a minimum 300 mm above the finished slab elevation. Secure VOLTEX® sheet to shoring wall with washer-head fasteners maximum 600 mm on centre. Overlap edges of VOLTEX® sheets a minimum 100 mm. If the slab thickness is greater than 600 mm, install a second full sheet or cut strip of VOLTEX® on the shoring wall to meet the 300 mm requirement above of the top slab elevation. Overlap top edge of previous sheet and edges of adjacent sheets a minimum 100 mm.

TECHNICAL DATA

VOLTEX®

BENTONITE GEOTEXTILE WATERPROOFING SYSTEM

Secant/Contiguous/Steel Sheet Piled Wall Installation: Follow the 'Shoring Wall Transition' instructions for installation of VOLTEX® transition course at the base of the secant/contiguous/steel sheet piled wall, with the 300 mm base flap cut and splayed as necessary, to allow the material to lay flat and provide continuity with the under slab installation.

Use washer-head fasteners to secure VOLTEX®, following general application guidelines for lapping all adjacent edges 100 mm, and staggering adjacent roll ends no less than 300 mm (avoiding four-way laps), and additionally ensuring that laps face downwards, as applicable, ensure that VOLTEX® closely contours the application surface. For secant and contiguous piling, locate fasteners close to cleavages. For steel sheet piling, locate fasteners close to sheet pile interlocks and along internal/external sheet pile corners.

Penetrations: Install a cut collar of VOLTEX® tightly around the penetration; extending a minimum 300 mm radius. Apply BENTOSEAL® over VOLTEX® collar around penetration; extending BENTOSEAL® a minimum 75 mm radius at 6 mm thickness. Then install main course of VOLTEX® membrane tightly around the penetration. Finally, detail around penetration with 19 mm thick fillet of BENTOSEAL®. With sleeved pipes, fill the gap between the pipe and the sleeve with non-shrink cementitious grout and install WATERSTOP-RX® to both sides of sleeve.

Ground Termination: Terminate VOLTEX® membrane 300 mm below finished ground elevation with washer-head fasteners maximum 300 mm on centre. Install CETBIT 300 flashing to primed concrete substrate with bottom edge overlapping top edge of VOLTEX® membrane minimum 100 mm. Overlap all roll ends a minimum 100 mm to form a continuous flashing. Height of flashing shall be per project details and specifications. Install a rigid termination bar along top edge of CETBIT 300; fastened maximum 300 mm on centre. Complete ground

termination detail with tooled bead of CETSEAL along the top edge, at all penetrations through the flashing, and all exposed overlap seams.

Secure all excavated VOLTEX® overlap seams with washer-head fasteners maximum 600 mm on centre. Backfill shall be placed and compacted to minimum 85% Modified Proctor density promptly after waterproofing installation. Backfill should consist of compactable soil or angular aggregate (19 mm or less) free of debris, sharp objects, and stone larger than 19 mm.

LIMITATIONS

VOLTEX® should only be installed after substrate preparation has been properly completed and is suitable to receive the waterproofing system. Concrete work should be cast-in-place with conventional forms that produce a smooth surface.

VOLTEX® is designed for below-ground waterproofing applications where the product is properly confined. VOLTEX® should not be installed in standing water or over ice. If ground water contains strong acids, alkalies, or is of a conductivity of 2500 µmhos/cm or greater, water samples should be submitted to the manufacturer for compatibility testing. ULTRASEAL XP may be required if contaminated ground water or saltwater conditions exist.

VOLTEX® is designed for use under reinforced concrete slabs 100 mm thick or greater on a compacted earth/gravel substrate. VOLTEX® requires a minimum 150 mm thick reinforced concrete slab if installed over a concrete blinding. VOLTEX® is not designed for split-slab plaza deck construction.

VOLTEX® is not intended to seal expansion joints; contact CETCO for expansion joint applications. Do not use VOLTEX® on masonry block foundation walls. Consult CETCO for special installation guidelines that apply to shotcrete and precast concrete construction.

VOLTEX® installation guidelines contain herein are for cast-in-place concrete applications and do not cover shotcrete or precast concrete applications. Refer to VOLTEX® Product Manuals for additional property line shoring wall construction technique applications. Consult CETCO for applicable products and installation guidelines for applications not covered herein.

SIZE AND PACKAGING

VOLTEX® is available in:
1.1 x 5 m, 1.66 x 20 m, 1.66 x 40 m rolls.
Typical roll weight is approximately:
1.1 x 5 m - 34 kg,
1.66 x 20 m - 195 kg,
1.66 x 40 m - 390 kg.

ACCESSORY PRODUCTS

Install VOLTEX® using accessory products in strict accordance with the manufacturer's installation guidelines and details. Primary accessory products include BENTOSEAL®, HYDROBAR TUBES®, VOLCLAY GRANULES®, CETSEAL and CETBIT 300 ground flashing.

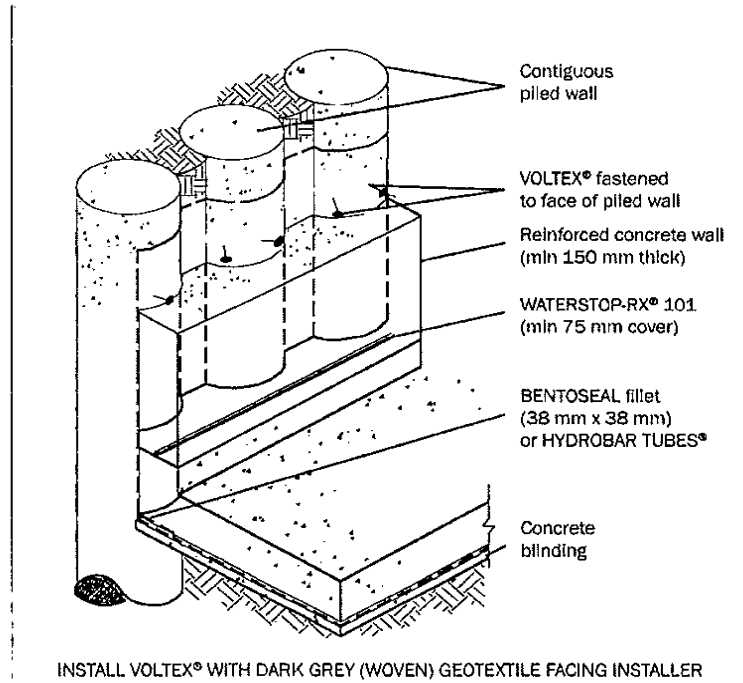
ASSOCIATED SYSTEM PRODUCTS

AQUADRAIN® subsurface drainage composite and WATERSTOP-RX® expanding concrete joint waterstop.

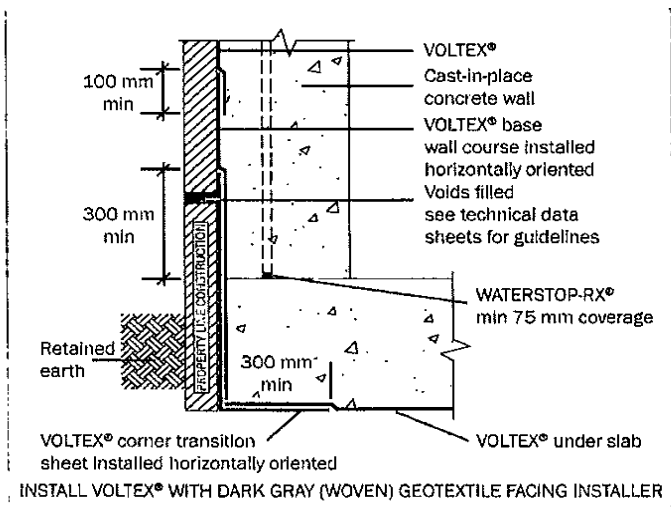
IMPORTANT NOTICE: CONTACT CETCO FOR VERIFICATION OF SPECIFICATION AND INSTALLATION REQUIREMENTS TO COMPLY WITH ISSUANCE FOR ELIGIBILITY OF HYDROSHIELD WARRANTY.

TECHNICAL DATA

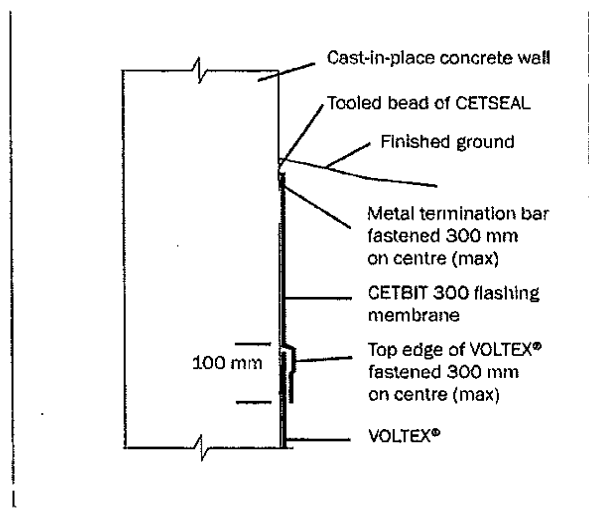
VOLTEX® BENTONITE GEOTEXTILE WATERPROOFING SYSTEM



Property Line Contiguous Piled Wall Detail



Property Line Transition



Ground Termination

TECHNICAL DATA

VOLTEX® BENTONITE GEOTEXTILE WATERPROOFING SYSTEM

TECHNICAL DATA		
MATERIAL PROPERTIES	TEST METHOD	NOMINAL VALUE
BENTONITE		
Bentonite Free Swell	ASTM D 5890	≥ 24 ml / 2 g
Bentonite Fluid Loss	ASTM D 5891	18 ml max.
Bentonite mass / unit area	EN 14196	4.8 kg/m ²
MEMBRANE COMPOSITE		
Hydrostatic Pressure Resistance	ASTM D 5385 (mod)	70 m
Peel Adhesion to Concrete	ASTM D 903 (mod)	2.6 kN / m min
Hydraulic Conductivity	ASTM D 5084	1.0 x 10 ⁻⁹ cm/s
Tensile Strength (MD / CD)	EN ISO 10319	8.0 kN/m / 8.0 kN/m
Thickness @ 2 kPa	EN ISO 9863-1	7.0 mm (typical)
Puncture Resistance	EN ISO 12236	1.5 kN
Low Temperature Flexibility	ASTM D 1970	unaffected @ -32°C



0086-CPD-508468
 1488-CPD-0030
 1035-CPD-018658
 EN 13491:2005

50 Crowle Street, Geelong North, VIC 3215, Australia | T: +613 5278 2555 | www.CETCO.com.au | contact@cetco.com

UPDATED: JULY 2015

IMPORTANT: The information contained herein supersedes all previous printed versions, and is believed to be accurate and reliable. For the most up-to-date information, please contact CETCO sales team. CETCO accepts no responsibility for the results obtained through application of this product. CETCO reserves the right to update information without notice.



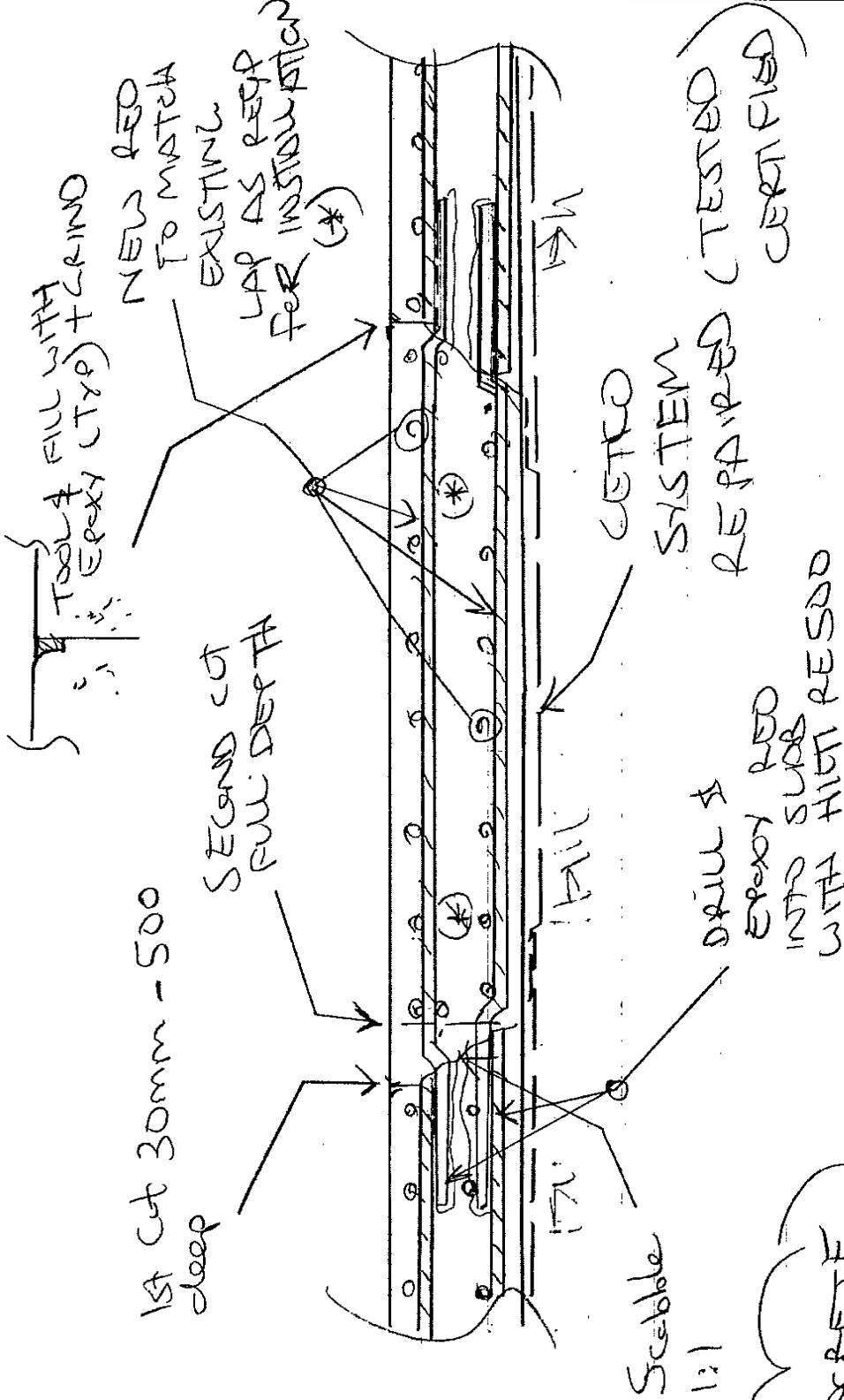
FORM 105 VOLTEX WATERPROOFING SYSTEM

APPENDIX B
PROPOSED SLAB RE-INSTATEMENT
DETAILS



www.scpconsult.com.au ABN 80 003 076 024
 LEVEL 2 - DANCHEN HOUSE, 507 KENT STREET SYDNEY
 PO BOX A2002 SYDNEY SOUTH NSW 1235 AUSTRALIA
 EMAIL ADDRESS - mail@scpconsult.com.au
 TEL (02)9267 9312 FAX (02)9261 5871

PROJECT LETCHMONT JOB NO _____
 SECTION OF WORK _____
 SUBJECT _____
 REFERENCE _____ PAGE _____
 DESIGNED _____ DATE _____ CHECKED _____ DATE _____



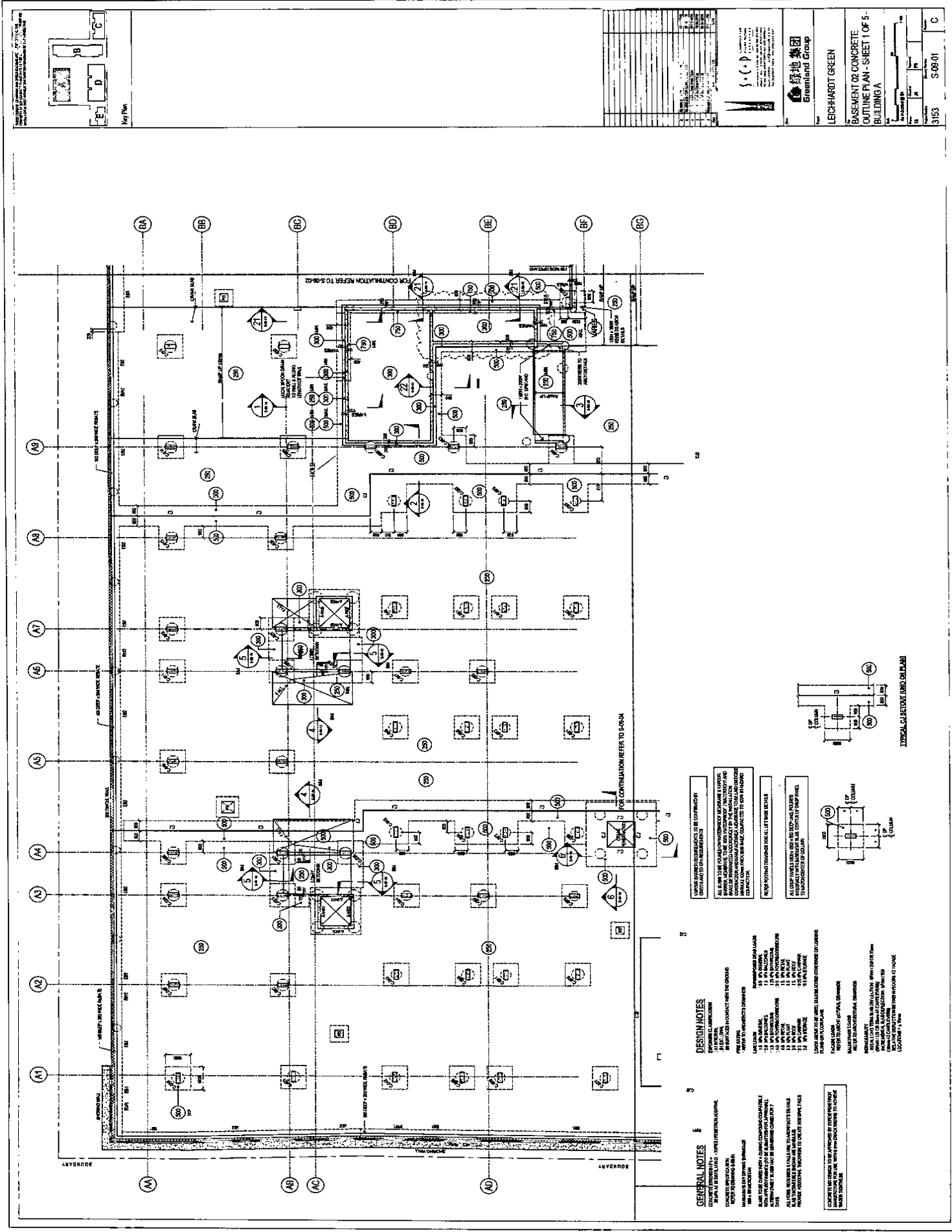
**TYPICAL BASEMENT SLAB
 RE-INSTATEMENT**

CONCRETE
 F₁ = 40MPa
 + PENETREN
 ADDITIVE

APPENDIX C

SCP BASEMENT DRAWINGS

W420x82LB



LEICHHARDT GREEN	
BASEMENT 02 CONCRETE	
OUTLINE PLAN - SHEET 1 OF 5-	
BUILDING A	
Project No: 3153 Scale: S48-01 Date:	Drawing No: C Revision:

GENERAL NOTES

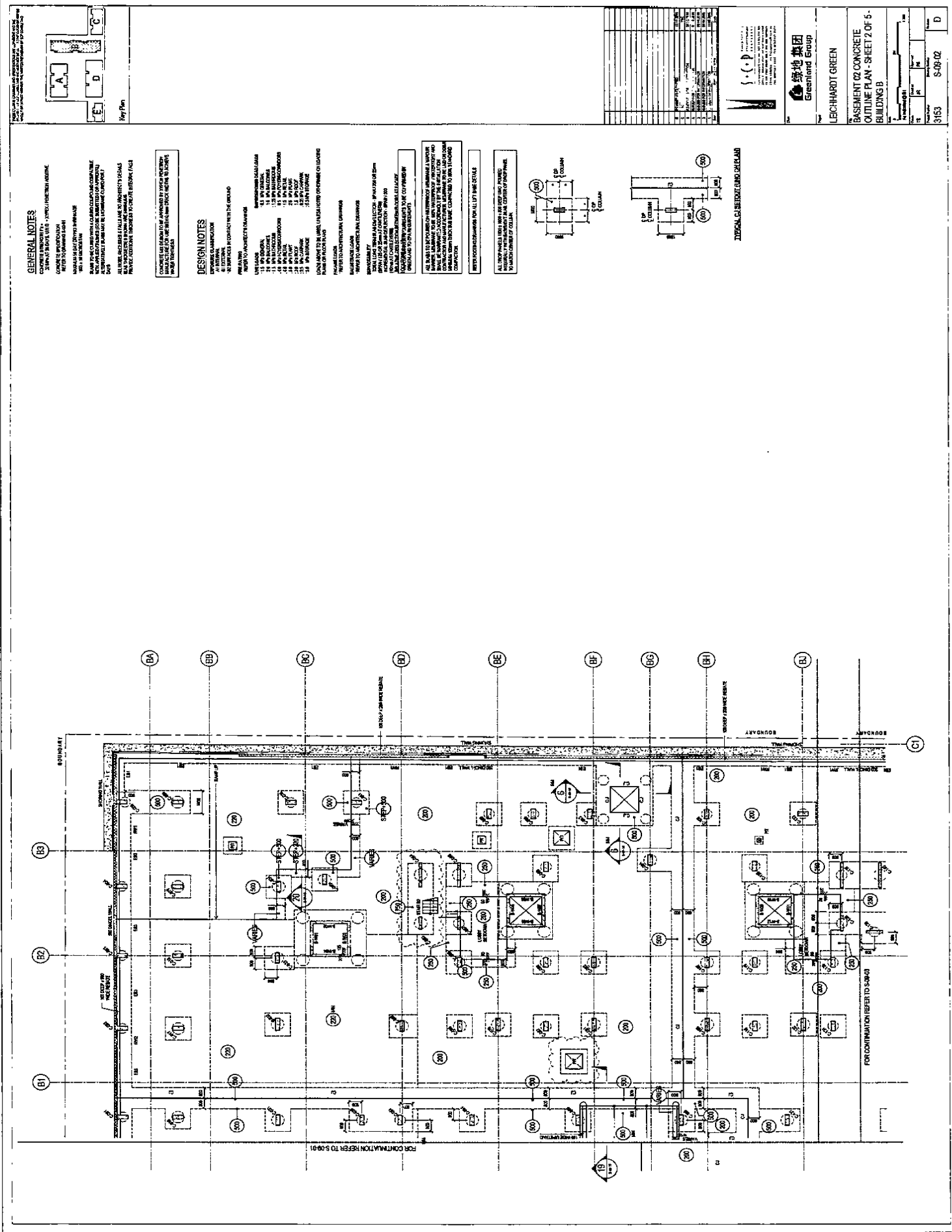
- CONCRETE FINISHES TO BE AS PER SPECIFICATION.
- ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED.
- ALL REINFORCEMENT TO BE AS PER SPECIFICATION.
- ALL REINFORCEMENT TO BE COMPACTED TO 95% STANDARD DENSITY.
- ALL REINFORCEMENT TO BE COMPACTED TO 95% STANDARD DENSITY.
- ALL REINFORCEMENT TO BE COMPACTED TO 95% STANDARD DENSITY.

DESIGN NOTES

- ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED.
- ALL REINFORCEMENT TO BE AS PER SPECIFICATION.
- ALL REINFORCEMENT TO BE COMPACTED TO 95% STANDARD DENSITY.
- ALL REINFORCEMENT TO BE COMPACTED TO 95% STANDARD DENSITY.
- ALL REINFORCEMENT TO BE COMPACTED TO 95% STANDARD DENSITY.

TYPICAL COLUMN DIMENSIONS

WSPON 8/2011

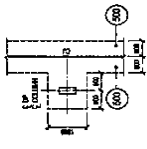
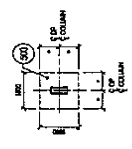


GENERAL NOTES

- 1. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 2. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 3. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 4. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 5. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 6. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 7. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 8. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 9. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.
- 10. CONTRACT DOCUMENTS: CONTRACT DOCUMENTS AND SPECIFICATIONS.


DESIGN NOTES

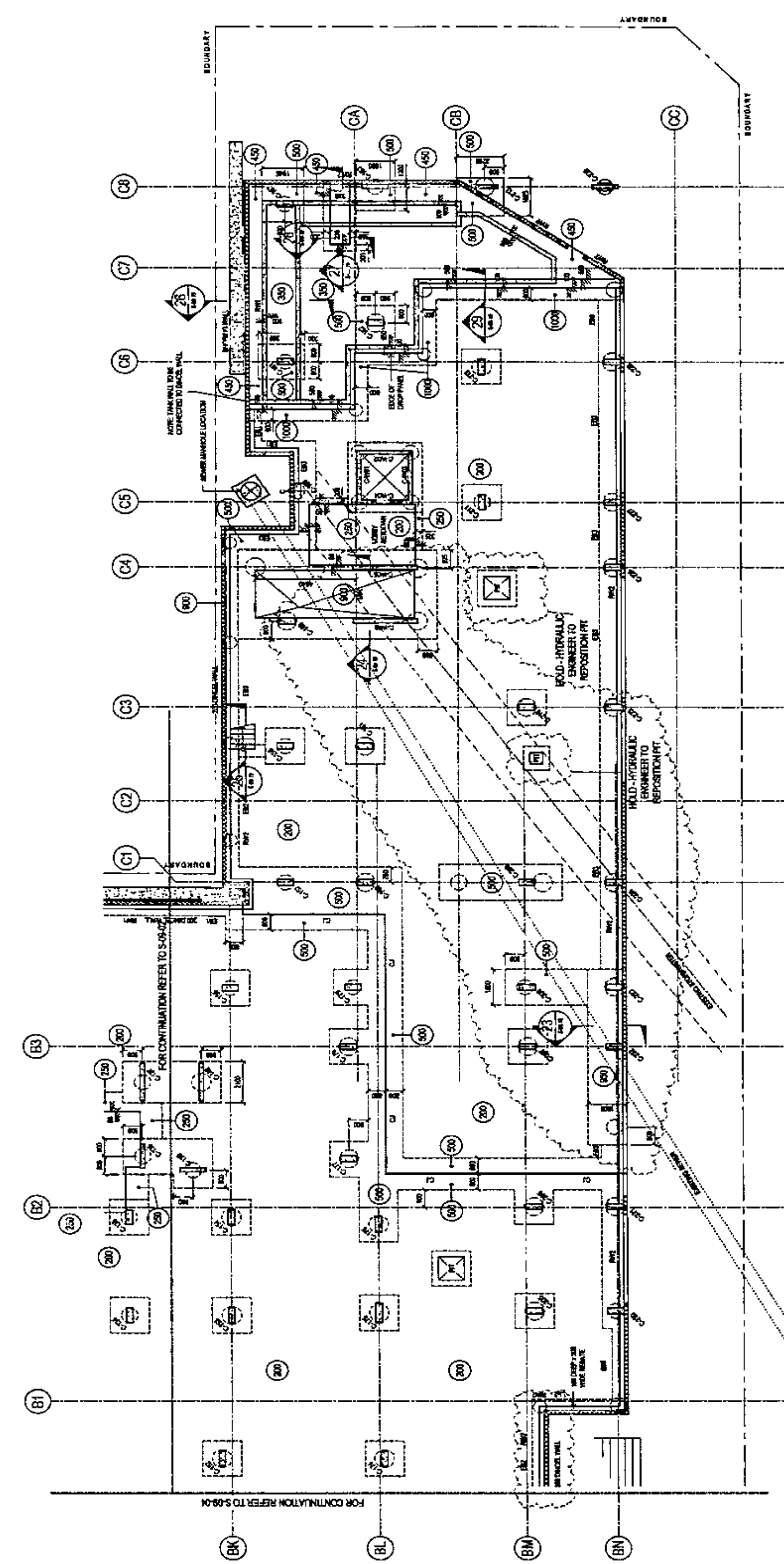
- 1. REFER TO ARCHITECT'S DRAWINGS.
- 2. REFER TO ARCHITECT'S DRAWINGS.
- 3. REFER TO ARCHITECT'S DRAWINGS.
- 4. REFER TO ARCHITECT'S DRAWINGS.
- 5. REFER TO ARCHITECT'S DRAWINGS.
- 6. REFER TO ARCHITECT'S DRAWINGS.
- 7. REFER TO ARCHITECT'S DRAWINGS.
- 8. REFER TO ARCHITECT'S DRAWINGS.
- 9. REFER TO ARCHITECT'S DRAWINGS.
- 10. REFER TO ARCHITECT'S DRAWINGS.
- 11. REFER TO ARCHITECT'S DRAWINGS.
- 12. REFER TO ARCHITECT'S DRAWINGS.
- 13. REFER TO ARCHITECT'S DRAWINGS.
- 14. REFER TO ARCHITECT'S DRAWINGS.
- 15. REFER TO ARCHITECT'S DRAWINGS.
- 16. REFER TO ARCHITECT'S DRAWINGS.
- 17. REFER TO ARCHITECT'S DRAWINGS.
- 18. REFER TO ARCHITECT'S DRAWINGS.
- 19. REFER TO ARCHITECT'S DRAWINGS.
- 20. REFER TO ARCHITECT'S DRAWINGS.
- 21. REFER TO ARCHITECT'S DRAWINGS.
- 22. REFER TO ARCHITECT'S DRAWINGS.
- 23. REFER TO ARCHITECT'S DRAWINGS.
- 24. REFER TO ARCHITECT'S DRAWINGS.
- 25. REFER TO ARCHITECT'S DRAWINGS.
- 26. REFER TO ARCHITECT'S DRAWINGS.
- 27. REFER TO ARCHITECT'S DRAWINGS.
- 28. REFER TO ARCHITECT'S DRAWINGS.
- 29. REFER TO ARCHITECT'S DRAWINGS.
- 30. REFER TO ARCHITECT'S DRAWINGS.
- 31. REFER TO ARCHITECT'S DRAWINGS.
- 32. REFER TO ARCHITECT'S DRAWINGS.
- 33. REFER TO ARCHITECT'S DRAWINGS.
- 34. REFER TO ARCHITECT'S DRAWINGS.
- 35. REFER TO ARCHITECT'S DRAWINGS.
- 36. REFER TO ARCHITECT'S DRAWINGS.
- 37. REFER TO ARCHITECT'S DRAWINGS.
- 38. REFER TO ARCHITECT'S DRAWINGS.
- 39. REFER TO ARCHITECT'S DRAWINGS.
- 40. REFER TO ARCHITECT'S DRAWINGS.
- 41. REFER TO ARCHITECT'S DRAWINGS.
- 42. REFER TO ARCHITECT'S DRAWINGS.
- 43. REFER TO ARCHITECT'S DRAWINGS.
- 44. REFER TO ARCHITECT'S DRAWINGS.
- 45. REFER TO ARCHITECT'S DRAWINGS.
- 46. REFER TO ARCHITECT'S DRAWINGS.
- 47. REFER TO ARCHITECT'S DRAWINGS.
- 48. REFER TO ARCHITECT'S DRAWINGS.
- 49. REFER TO ARCHITECT'S DRAWINGS.
- 50. REFER TO ARCHITECT'S DRAWINGS.
- 51. REFER TO ARCHITECT'S DRAWINGS.
- 52. REFER TO ARCHITECT'S DRAWINGS.
- 53. REFER TO ARCHITECT'S DRAWINGS.
- 54. REFER TO ARCHITECT'S DRAWINGS.
- 55. REFER TO ARCHITECT'S DRAWINGS.
- 56. REFER TO ARCHITECT'S DRAWINGS.
- 57. REFER TO ARCHITECT'S DRAWINGS.
- 58. REFER TO ARCHITECT'S DRAWINGS.
- 59. REFER TO ARCHITECT'S DRAWINGS.
- 60. REFER TO ARCHITECT'S DRAWINGS.
- 61. REFER TO ARCHITECT'S DRAWINGS.
- 62. REFER TO ARCHITECT'S DRAWINGS.
- 63. REFER TO ARCHITECT'S DRAWINGS.
- 64. REFER TO ARCHITECT'S DRAWINGS.
- 65. REFER TO ARCHITECT'S DRAWINGS.
- 66. REFER TO ARCHITECT'S DRAWINGS.
- 67. REFER TO ARCHITECT'S DRAWINGS.
- 68. REFER TO ARCHITECT'S DRAWINGS.
- 69. REFER TO ARCHITECT'S DRAWINGS.
- 70. REFER TO ARCHITECT'S DRAWINGS.
- 71. REFER TO ARCHITECT'S DRAWINGS.
- 72. REFER TO ARCHITECT'S DRAWINGS.
- 73. REFER TO ARCHITECT'S DRAWINGS.
- 74. REFER TO ARCHITECT'S DRAWINGS.
- 75. REFER TO ARCHITECT'S DRAWINGS.
- 76. REFER TO ARCHITECT'S DRAWINGS.
- 77. REFER TO ARCHITECT'S DRAWINGS.
- 78. REFER TO ARCHITECT'S DRAWINGS.
- 79. REFER TO ARCHITECT'S DRAWINGS.
- 80. REFER TO ARCHITECT'S DRAWINGS.
- 81. REFER TO ARCHITECT'S DRAWINGS.
- 82. REFER TO ARCHITECT'S DRAWINGS.
- 83. REFER TO ARCHITECT'S DRAWINGS.
- 84. REFER TO ARCHITECT'S DRAWINGS.
- 85. REFER TO ARCHITECT'S DRAWINGS.
- 86. REFER TO ARCHITECT'S DRAWINGS.
- 87. REFER TO ARCHITECT'S DRAWINGS.
- 88. REFER TO ARCHITECT'S DRAWINGS.
- 89. REFER TO ARCHITECT'S DRAWINGS.
- 90. REFER TO ARCHITECT'S DRAWINGS.
- 91. REFER TO ARCHITECT'S DRAWINGS.
- 92. REFER TO ARCHITECT'S DRAWINGS.
- 93. REFER TO ARCHITECT'S DRAWINGS.
- 94. REFER TO ARCHITECT'S DRAWINGS.
- 95. REFER TO ARCHITECT'S DRAWINGS.
- 96. REFER TO ARCHITECT'S DRAWINGS.
- 97. REFER TO ARCHITECT'S DRAWINGS.
- 98. REFER TO ARCHITECT'S DRAWINGS.
- 99. REFER TO ARCHITECT'S DRAWINGS.
- 100. REFER TO ARCHITECT'S DRAWINGS.



TYPICAL CASE STUDY DETAIL

FOR CONTINUATION REFER TO S-09-01

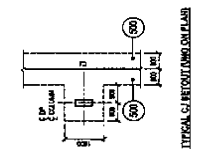
 绿地集团 Greenland Group	
LEIGHARDOT GREEN BASEMENT 02 CONCRETE OUTLINE PLAN - SHEET 3 OF 5 - BUILDING C	
No. 3153 S-C8403	C



ALL BEARS REFERENCED IN THIS DRAWING ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL BUILDING STANDARDS 2011. THE DESIGNER ACCEPTS RESPONSIBILITY FOR THE DESIGN OF THE STRUCTURE AND THE CONSTRUCTION OF THE STRUCTURE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL BUILDING STANDARDS 2011.

REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL FINISHES AND DETAILS.

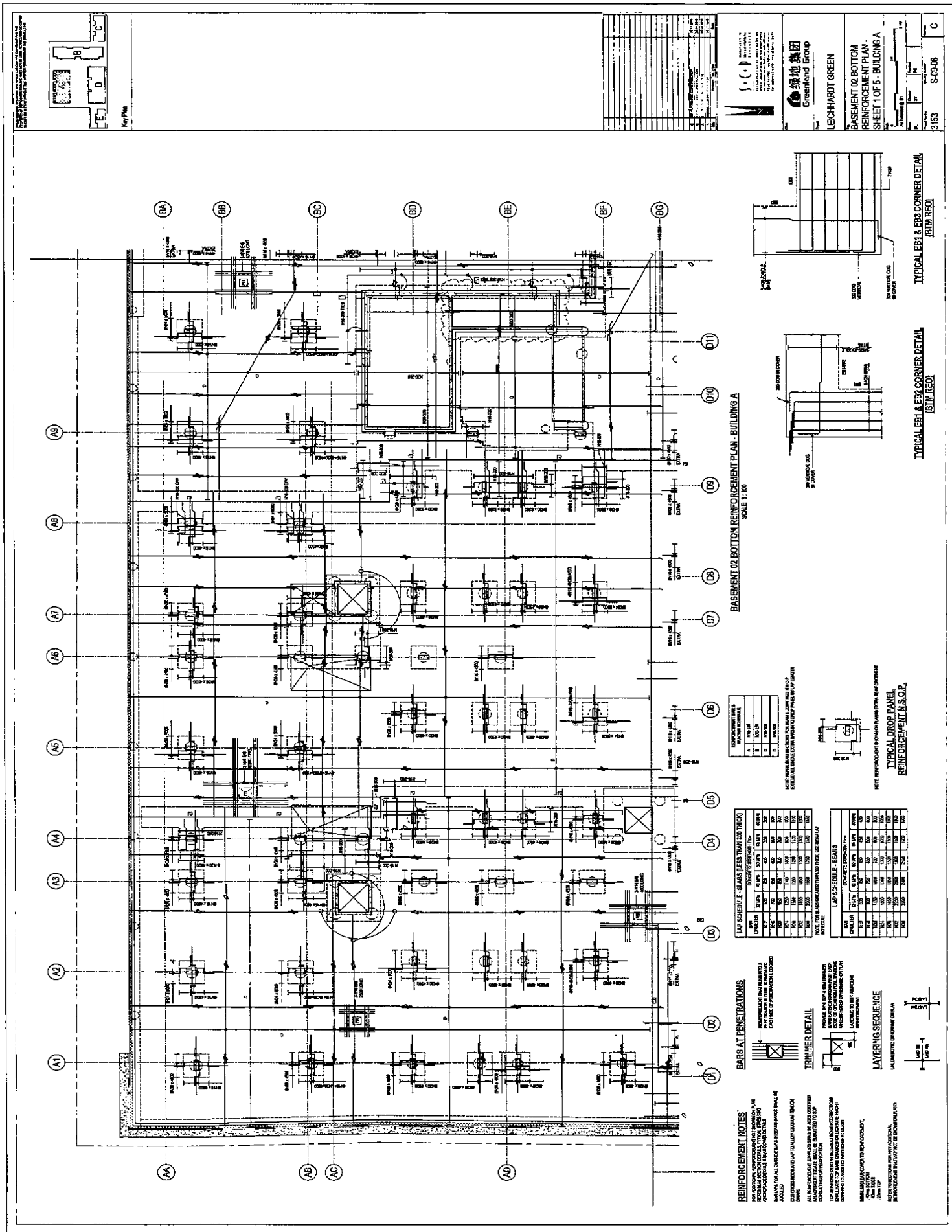
ALL COLUMN WALLS MUST BE CONSTRUCTED TO THE FULL HEIGHT OF THE COLUMN AND TO THE FULL WIDTH OF THE COLUMN.



DESIGN NOTES
 EXPLORE CLASSIFICATION
 1. ALL BEARS REFERENCED IN THIS DRAWING ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL BUILDING STANDARDS 2011.

GENERAL NOTES
 CONCRETE FINISHES TO BE:
 1. ALL BEARS REFERENCED IN THIS DRAWING ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL BUILDING STANDARDS 2011.

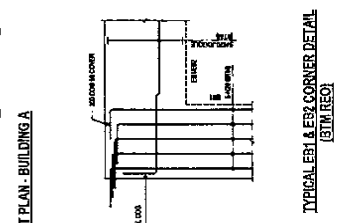
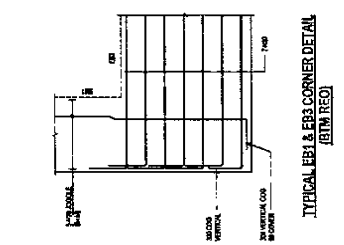
GENERAL NOTES
 CONCRETE FINISHES TO BE:
 1. ALL BEARS REFERENCED IN THIS DRAWING ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE NATIONAL BUILDING STANDARDS 2011.



LECHHARDT GREEN
 BASEMENT 02 BOTTOM REINFORCEMENT PLAN - SHEET 1 OF 5 - BUILDING A

Greenland Group

3163 S-0906

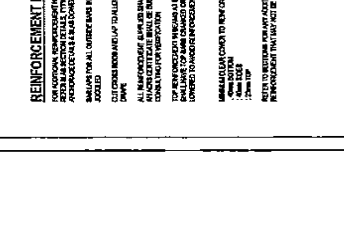
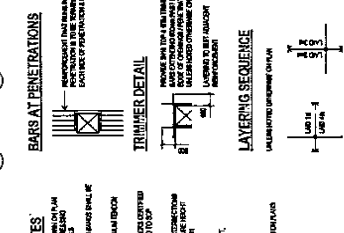


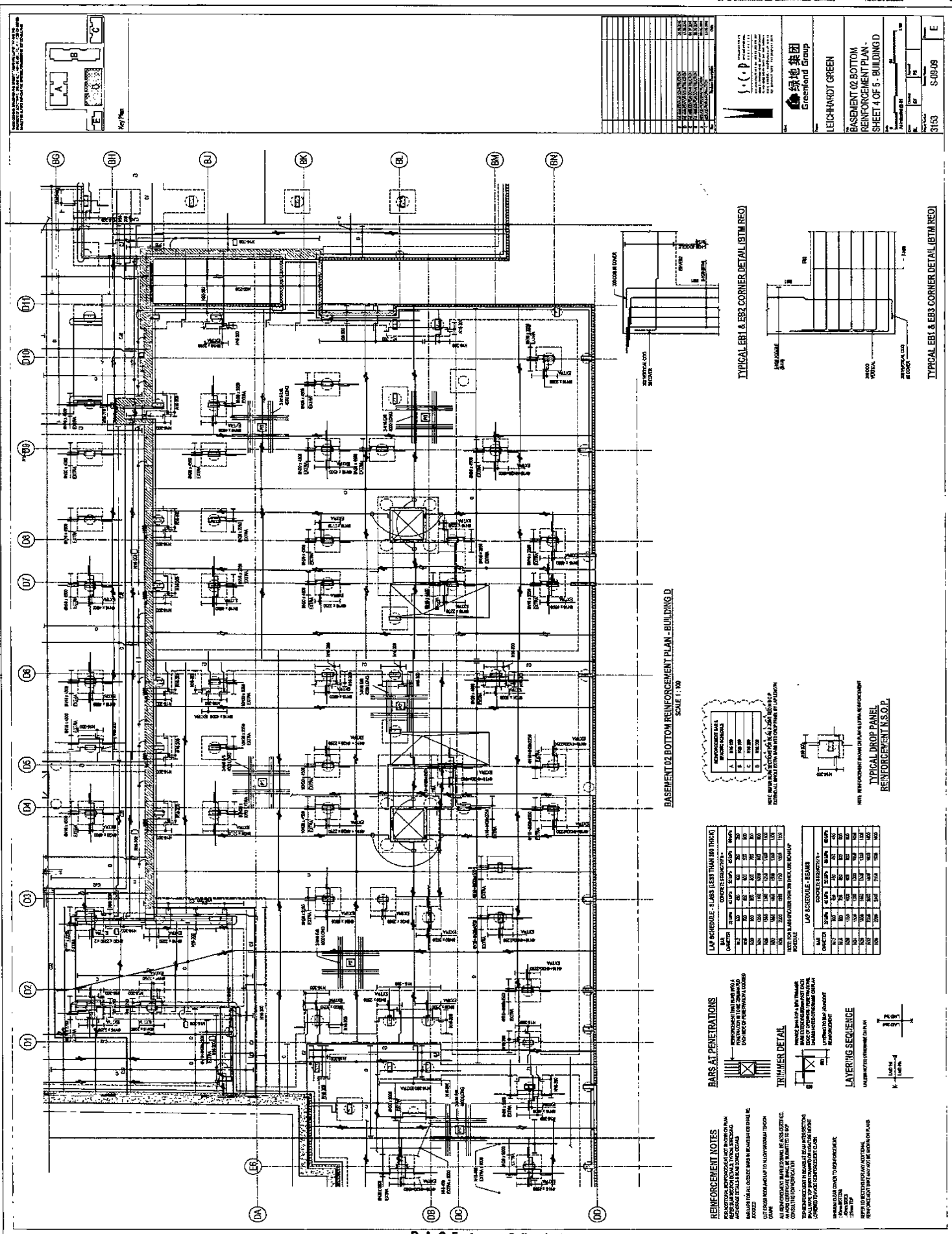
REINFORCEMENT SCHEDULE - GLASS (LESS THAN 300 THICK)

BAR	QUANTITY	SIZE	LENGTH	WEIGHT
A	10	12	1.00	1.10
B	20	12	1.00	2.20
C	30	12	1.00	3.30
D	40	12	1.00	4.40

LAP SCHEDULE - BEAMS

BAR	QUANTITY	SIZE	LENGTH	WEIGHT
A	10	12	1.00	1.10
B	20	12	1.00	2.20
C	30	12	1.00	3.30
D	40	12	1.00	4.40





BASEMENT 02 BOTTOM REINFORCEMENT PLAN - BUILDING D
 SCALE 1:50

LAP SCHEDULE - SLABS (LESS THAN 100 THICK)

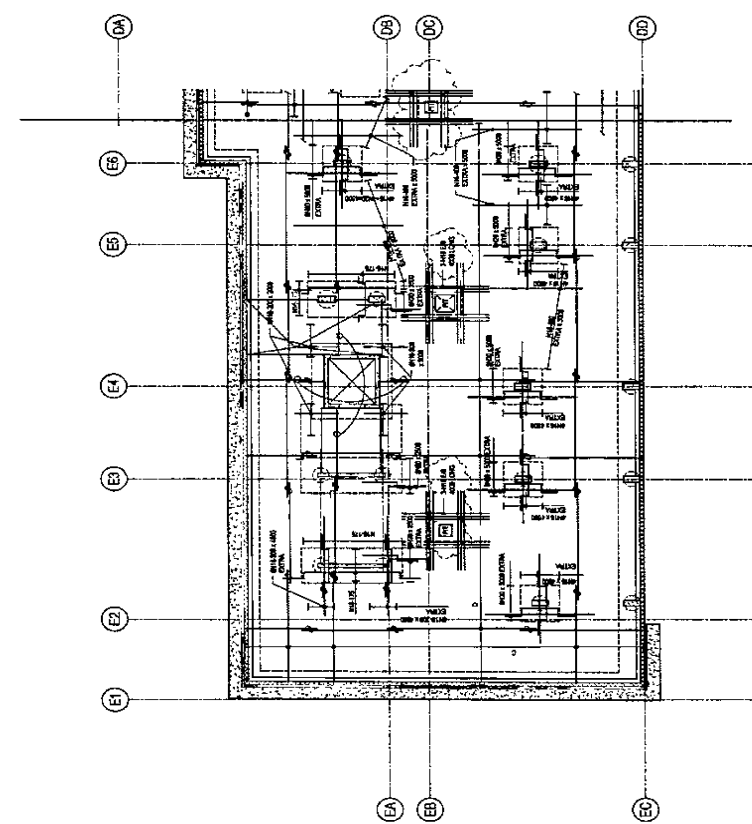
CHAMFER	TOP	BOTTOM	CHAMFER	TOP	BOTTOM
01	150	150	02	150	150
02	150	150	03	150	150
03	150	150	04	150	150
04	150	150	05	150	150
05	150	150	06	150	150
06	150	150	07	150	150
07	150	150	08	150	150
08	150	150	09	150	150
09	150	150	10	150	150
10	150	150	11	150	150
11	150	150	12	150	150
12	150	150	13	150	150
13	150	150	14	150	150
14	150	150	15	150	150
15	150	150	16	150	150
16	150	150	17	150	150
17	150	150	18	150	150
18	150	150	19	150	150
19	150	150	20	150	150
20	150	150	21	150	150
21	150	150	22	150	150
22	150	150	23	150	150
23	150	150	24	150	150
24	150	150	25	150	150
25	150	150	26	150	150
26	150	150	27	150	150
27	150	150	28	150	150
28	150	150	29	150	150
29	150	150	30	150	150
30	150	150	31	150	150
31	150	150	32	150	150
32	150	150	33	150	150
33	150	150	34	150	150
34	150	150	35	150	150
35	150	150	36	150	150
36	150	150	37	150	150
37	150	150	38	150	150
38	150	150	39	150	150
39	150	150	40	150	150
40	150	150	41	150	150
41	150	150	42	150	150
42	150	150	43	150	150
43	150	150	44	150	150
44	150	150	45	150	150
45	150	150	46	150	150
46	150	150	47	150	150
47	150	150	48	150	150
48	150	150	49	150	150
49	150	150	50	150	150
50	150	150	51	150	150
51	150	150	52	150	150
52	150	150	53	150	150
53	150	150	54	150	150
54	150	150	55	150	150
55	150	150	56	150	150
56	150	150	57	150	150
57	150	150	58	150	150
58	150	150	59	150	150
59	150	150	60	150	150
60	150	150	61	150	150
61	150	150	62	150	150
62	150	150	63	150	150
63	150	150	64	150	150
64	150	150	65	150	150
65	150	150	66	150	150
66	150	150	67	150	150
67	150	150	68	150	150
68	150	150	69	150	150
69	150	150	70	150	150
70	150	150	71	150	150
71	150	150	72	150	150
72	150	150	73	150	150
73	150	150	74	150	150
74	150	150	75	150	150
75	150	150	76	150	150
76	150	150	77	150	150
77	150	150	78	150	150
78	150	150	79	150	150
79	150	150	80	150	150
80	150	150	81	150	150
81	150	150	82	150	150
82	150	150	83	150	150
83	150	150	84	150	150
84	150	150	85	150	150
85	150	150	86	150	150
86	150	150	87	150	150
87	150	150	88	150	150
88	150	150	89	150	150
89	150	150	90	150	150
90	150	150	91	150	150
91	150	150	92	150	150
92	150	150	93	150	150
93	150	150	94	150	150
94	150	150	95	150	150
95	150	150	96	150	150
96	150	150	97	150	150
97	150	150	98	150	150
98	150	150	99	150	150
99	150	150	100	150	150

LAP SCHEDULE - BEAMS

CHAMFER	TOP	BOTTOM	CHAMFER	TOP	BOTTOM
01	150	150	02	150	150
02	150	150	03	150	150
03	150	150	04	150	150
04	150	150	05	150	150
05	150	150	06	150	150
06	150	150	07	150	150
07	150	150	08	150	150
08	150	150	09	150	150
09	150	150	10	150	150
10	150	150	11	150	150
11	150	150	12	150	150
12	150	150	13	150	150
13	150	150	14	150	150
14	150	150	15	150	150
15	150	150	16	150	150
16	150	150	17	150	150
17	150	150	18	150	150
18	150	150	19	150	150
19	150	150	20	150	150
20	150	150	21	150	150
21	150	150	22	150	150
22	150	150	23	150	150
23	150	150	24	150	150
24	150	150	25	150	150
25	150	150	26	150	150
26	150	150	27	150	150
27	150	150	28	150	150
28	150	150	29	150	150
29	150	150	30	150	150
30	150	150	31	150	150
31	150	150	32	150	150
32	150	150	33	150	150
33	150	150	34	150	150
34	150	150	35	150	150
35	150	150	36	150	150
36	150	150	37	150	150
37	150	150	38	150	150
38	150	150	39	150	150
39	150	150	40	150	150
40	150	150	41	150	150
41	150	150	42	150	150
42	150	150	43	150	150
43	150	150	44	150	150
44	150	150	45	150	150
45	150	150	46	150	150
46	150	150	47	150	150
47	150	150	48	150	150
48	150	150	49	150	150
49	150	150	50	150	150
50	150	150	51	150	150
51	150	150	52	150	150
52	150	150	53	150	150
53	150	150	54	150	150
54	150	150	55	150	150
55	150	150	56	150	150
56	150	150	57	150	150
57	150	150	58	150	150
58	150	150	59	150	150
59	150	150	60	150	150
60	150	150	61	150	150
61	150	150	62	150	150
62	150	150	63	150	150
63	150	150	64	150	150
64	150	150	65	150	150
65	150	150	66	150	150
66	150	150	67	150	150
67	150	150	68	150	150
68	150	150	69	150	150
69	150	150	70	150	150
70	150	150	71	150	150
71	150	150	72	150	150
72	150	150	73	150	150
73	150	150	74	150	150
74	150	150	75	150	150
75	150	150	76	150	150
76	150	150	77	150	150
77	150	150	78	150	150
78	150	150	79	150	150
79	150	150	80	150	150
80	150	150	81	150	150
81	150	150	82	150	150
82	150	150	83	150	150
83	150	150	84	150	150
84	150	150	85	150	150
85	150	150	86	150	150
86	150	150	87	150	150
87	150	150	88	150	150
88	150	150	89	150	150
89	150	150	90	150	150
90	150	150	91	150	150
91	150	150	92	150	150
92	150	150	93	150	150
93	150	150	94	150	150
94	150	150	95	150	150
95	150	150	96	150	150
96	150	150	97	150	150
97	150	150	98	150	150
98	150	150	99	150	150
99	150	150	100	150	150

REINFORCEMENT NOTES

- ALL REINFORCEMENT SHALL BE PLACED IN THE CORRECT POSITION AND SHALL BE PROTECTED BY SADDLES OR CHAIRS TO MAINTAIN THE COVER.
- ALL REINFORCEMENT SHALL BE PLACED IN THE CORRECT POSITION AND SHALL BE PROTECTED BY SADDLES OR CHAIRS TO MAINTAIN THE COVER.
- ALL REINFORCEMENT SHALL BE PLACED IN THE CORRECT POSITION AND SHALL BE PROTECTED BY SADDLES OR CH



BASEMENT 02 BOTTOM REINFORCEMENT PLAN - BUILDING E
 SCALE 1:100

REINFORCEMENT NOTES

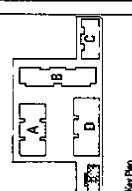
1. ALL REINFORCEMENT IS TO BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE AS 3600-2009 CONCRETE STRUCTURES.

2. ALL REINFORCEMENT IS TO BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE AS 3600-2009 CONCRETE STRUCTURES.

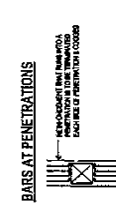
3. ALL REINFORCEMENT IS TO BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE AS 3600-2009 CONCRETE STRUCTURES.

4. ALL REINFORCEMENT IS TO BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE AS 3600-2009 CONCRETE STRUCTURES.

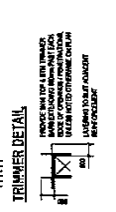
5. ALL REINFORCEMENT IS TO BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING REGULATIONS 2011 AND THE AS 3600-2009 CONCRETE STRUCTURES.



Key Plan



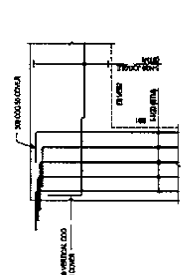
BAR AT PENETRATIONS



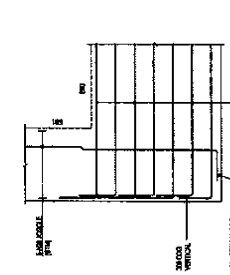
TRIMMER DETAIL



LAYERING SEQUENCE



TYPICAL EBI & EBB CORNER DETAIL (BTM REQ)



TYPICAL EBI & EBB CORNER DETAIL (BTM REQ)

LAP SCHEDULE - BARS (LESS THAN 30 THICK)

BAR	CONCRETE STRENGTH (MPa)	TOP	BTM	TOP	BTM
10	20	100	100	100	100
12	20	100	100	100	100
14	20	100	100	100	100
16	20	100	100	100	100
18	20	100	100	100	100
20	20	100	100	100	100
22	20	100	100	100	100
24	20	100	100	100	100
26	20	100	100	100	100
28	20	100	100	100	100
30	20	100	100	100	100

LAP SCHEDULE - BEAMS

BAR	CONCRETE STRENGTH (MPa)	TOP	BTM	TOP	BTM
10	20	100	100	100	100
12	20	100	100	100	100
14	20	100	100	100	100
16	20	100	100	100	100
18	20	100	100	100	100
20	20	100	100	100	100
22	20	100	100	100	100
24	20	100	100	100	100
26	20	100	100	100	100
28	20	100	100	100	100
30	20	100	100	100	100

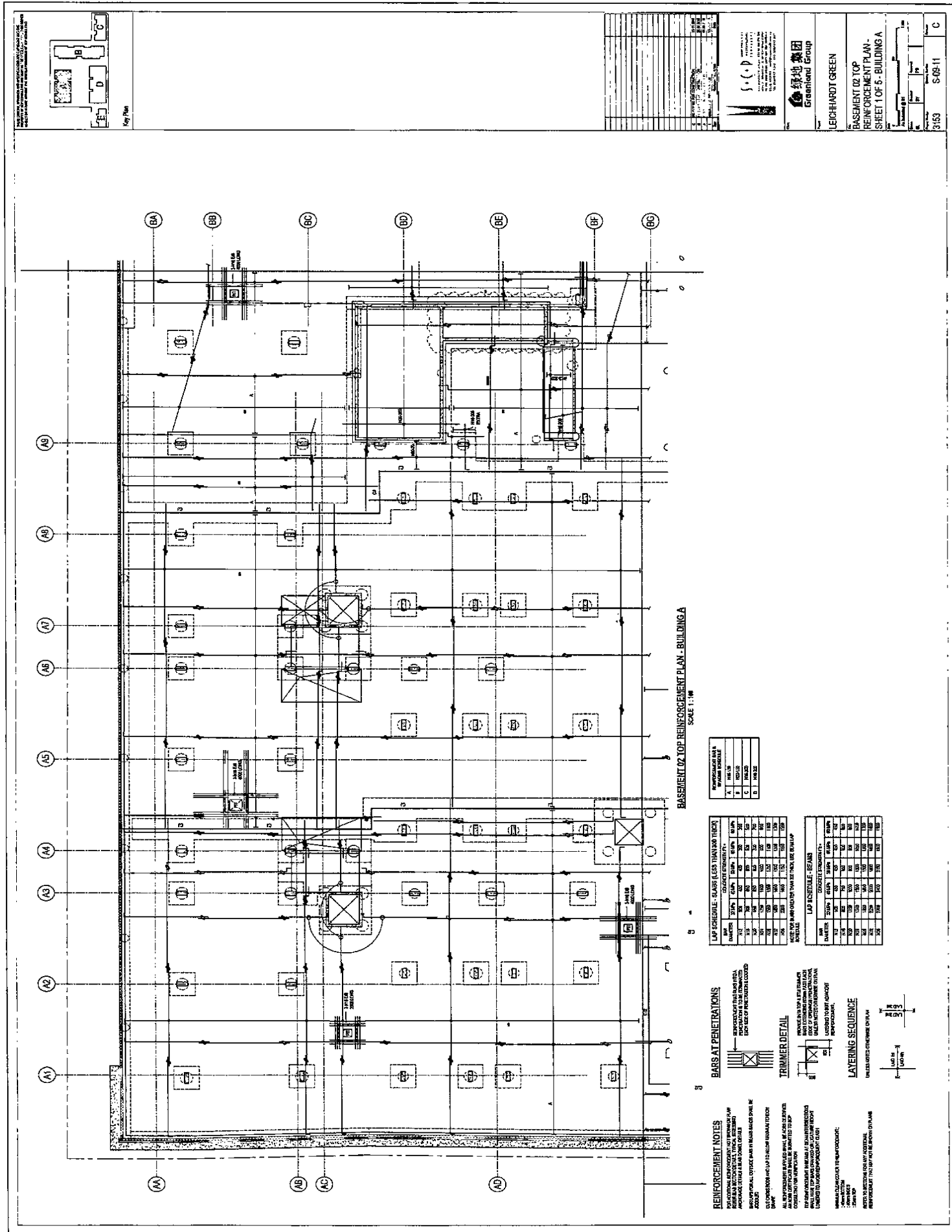


TYPICAL DROP PANEL REINFORCEMENT N.S.O.P.

LEICHHARDT GREEN
 BREITENLAND GROUP

3153 S-09-10

WJZQB 80416



LEICHHARDT GREEN Greenfield Group	
REINFORCEMENT PLAN - SHEET 1 OF 5 - BUILDING A	
3163	S-08-11

REINFORCEMENT BAR & FRAME SCHEDULE

NO.	TYPE	SIZE	LENGTH	QUANTITY
1	10	10	10	10
2	12	12	12	12
3	14	14	14	14
4	16	16	16	16
5	18	18	18	18

LAP SCHEDULE - BARS LESS THAN 500mm (TYPICAL)

BAR NO.	SIZE	LENGTH	QUANTITY
1	10	10	10
2	12	12	12
3	14	14	14
4	16	16	16
5	18	18	18

LAP SCHEDULE - BEAMS

BAR NO.	SIZE	LENGTH	QUANTITY
1	10	10	10
2	12	12	12
3	14	14	14
4	16	16	16
5	18	18	18

LAYERING SEQUENCE

NO.	DESCRIPTION	THICKNESS
1	Concrete Slab	150mm
2	Reinforcement	10mm
3	Formwork	15mm

REINFORCEMENT NOTES

- ALL REINFORCEMENT BARS SHALL BE AS PER THE SCHEDULE.
- ALL REINFORCEMENT BARS SHALL BE LAP JOINTED AS PER THE SCHEDULE.
- ALL REINFORCEMENT BARS SHALL BE LAP JOINTED AS PER THE SCHEDULE.
- ALL REINFORCEMENT BARS SHALL BE LAP JOINTED AS PER THE SCHEDULE.
- ALL REINFORCEMENT BARS SHALL BE LAP JOINTED AS PER THE SCHEDULE.

BARS AT PENETRATIONS

REINFORCEMENT BARS SHALL BE LAP JOINTED AS PER THE SCHEDULE.

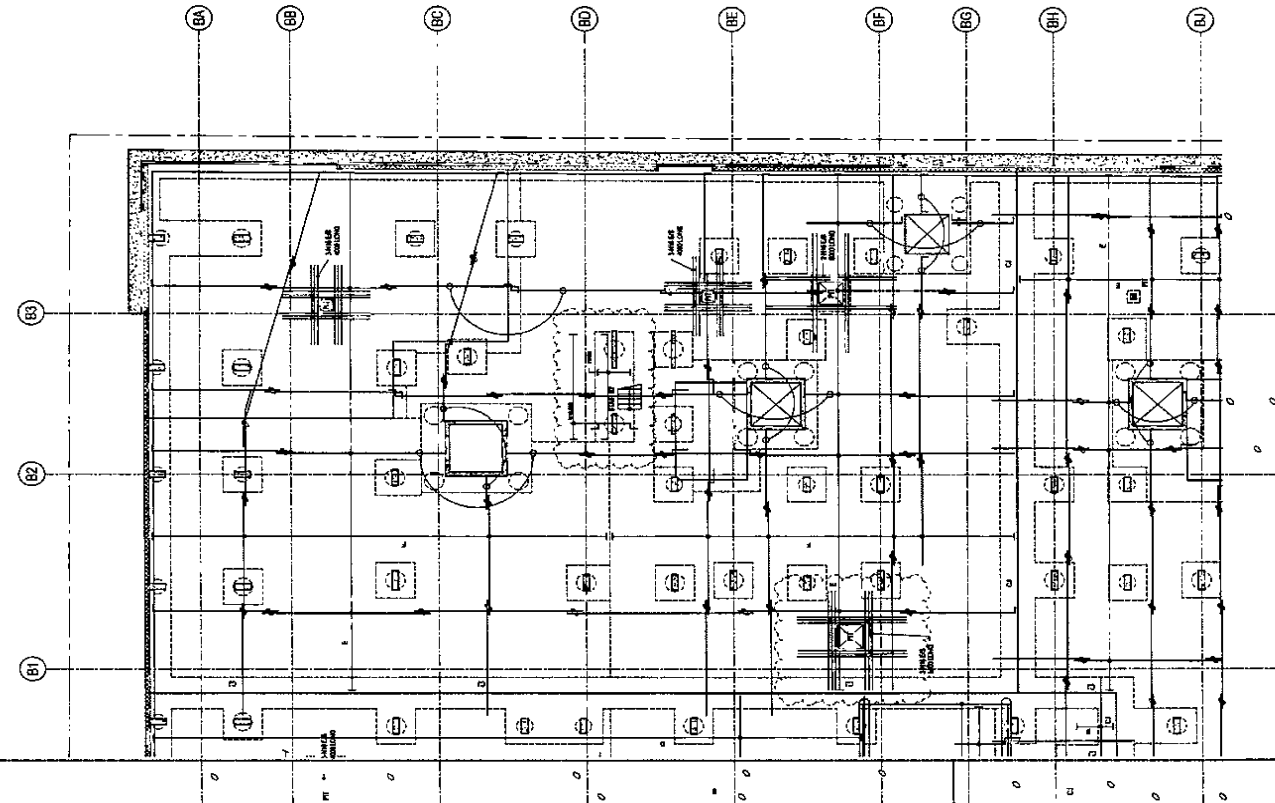
TRIMMER DETAIL

REINFORCEMENT BARS SHALL BE LAP JOINTED AS PER THE SCHEDULE.

LAYERING SEQUENCE

REINFORCEMENT BARS SHALL BE LAP JOINTED AS PER THE SCHEDULE.

MECHANICAL



BASEMENT 02 TOP REINFORCEMENT PLAN - BUILDING B
 SCALE 1:200

REINFORCEMENT NOTES

- 1. ALL REINFORCEMENT SHALL BE SUPPLIED BY A REPUTABLE MANUFACTURER AND SHALL BE CERTIFIED TO THE REQUIREMENTS OF THE STANDARD SPECIFICATION FOR REINFORCEMENT BARS IN CONCRETE.
- 2. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 3. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 4. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 5. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 6. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 7. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 8. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 9. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.
- 10. ALL REINFORCEMENT SHALL BE SUPPLIED IN SIZES AND QUANTITIES AS SHOWN ON THIS PLAN.

BARS AT PENETRATIONS



TRIMMER DETAIL



LAYERING SEQUENCE



LAP SCHEDULE - BARS LESS THAN 300 THICK

BAR	CONCRETE STRENGTH	LAP LENGTH	BAR	CONCRETE STRENGTH	LAP LENGTH
B1	25 MPa	40d	B1	25 MPa	40d
B2	25 MPa	40d	B2	25 MPa	40d
B3	25 MPa	40d	B3	25 MPa	40d
B4	25 MPa	40d	B4	25 MPa	40d
B5	25 MPa	40d	B5	25 MPa	40d
B6	25 MPa	40d	B6	25 MPa	40d
B7	25 MPa	40d	B7	25 MPa	40d
B8	25 MPa	40d	B8	25 MPa	40d
B9	25 MPa	40d	B9	25 MPa	40d
B10	25 MPa	40d	B10	25 MPa	40d

LAP SCHEDULE - BEAMS

BAR	CONCRETE STRENGTH	LAP LENGTH	BAR	CONCRETE STRENGTH	LAP LENGTH
B1	25 MPa	40d	B1	25 MPa	40d
B2	25 MPa	40d	B2	25 MPa	40d
B3	25 MPa	40d	B3	25 MPa	40d
B4	25 MPa	40d	B4	25 MPa	40d
B5	25 MPa	40d	B5	25 MPa	40d
B6	25 MPa	40d	B6	25 MPa	40d
B7	25 MPa	40d	B7	25 MPa	40d
B8	25 MPa	40d	B8	25 MPa	40d
B9	25 MPa	40d	B9	25 MPa	40d
B10	25 MPa	40d	B10	25 MPa	40d

REINFORCEMENT BARS

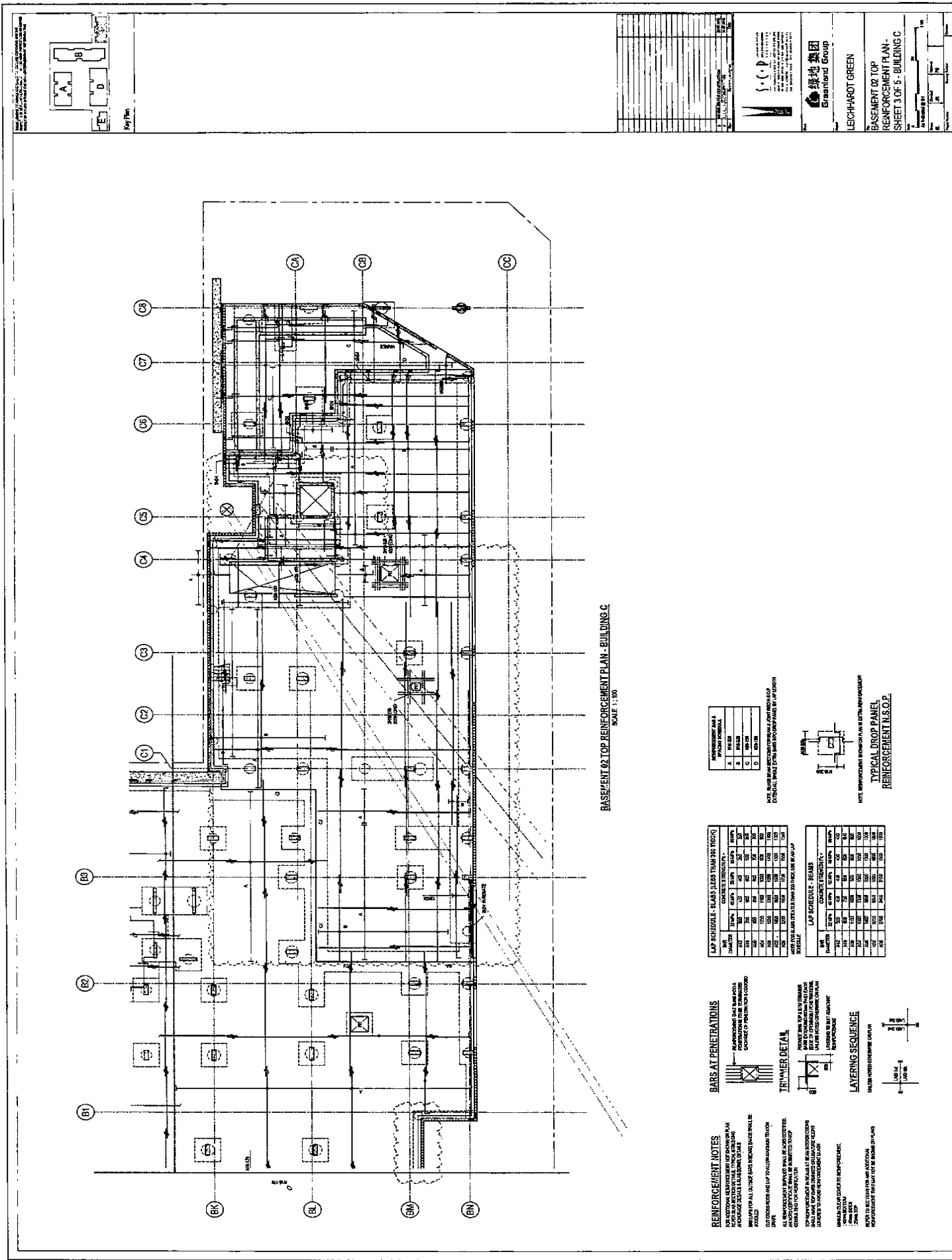
REINFORCEMENT BAR	CONCRETE STRENGTH	LAP LENGTH
B1	25 MPa	40d
B2	25 MPa	40d
B3	25 MPa	40d
B4	25 MPa	40d
B5	25 MPa	40d
B6	25 MPa	40d
B7	25 MPa	40d
B8	25 MPa	40d
B9	25 MPa	40d
B10	25 MPa	40d



绿地集团
 Greenland Group

LEICHHARDT GREEN
 BASEMENT 02 TOP REINFORCEMENT PLAN - SHEET 2 OF 5 - BUILDING B

Project No.	3163
Scale	S-06-12
Sheet No.	C

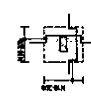


BASEMENT 02 TOP REINFORCEMENT PLAN - BUILDING C
 SCALE 1:100

PROJECT NO.	AM978335
CLIENT	LEICHHARDT GREEN
DESIGNER	GREENHART GROUP
DATE	10 JAN 2018
SHEET NO.	3153
SHEET TOTAL	508-13
BUILDING	B

BAR	DESCRIPTION	QUANTITY	UNIT
A	10# 200	120	M
B	10# 250	80	M
C	10# 300	60	M
D	10# 350	40	M

NOTE: REINFORCEMENT BARS SHALL BE SUPPLIED BY LEICHHARDT GREEN. ALL BARS SHALL BE 100% WELDED.



NOTE: REINFORCEMENT BARS SHALL BE SUPPLIED BY LEICHHARDT GREEN. ALL BARS SHALL BE 100% WELDED.

BAR	CLASS	MIN. LAP	MAX. LAP
A	10#	400	500
B	10#	450	550
C	10#	500	600
D	10#	550	650

BAR	CLASS	MIN. LAP	MAX. LAP
A	10#	400	500
B	10#	450	550
C	10#	500	600
D	10#	550	650



REINFORCEMENT BARS SHALL BE SUPPLIED BY LEICHHARDT GREEN. ALL BARS SHALL BE 100% WELDED.



REINFORCEMENT BARS SHALL BE SUPPLIED BY LEICHHARDT GREEN. ALL BARS SHALL BE 100% WELDED.



REINFORCEMENT BARS SHALL BE SUPPLIED BY LEICHHARDT GREEN. ALL BARS SHALL BE 100% WELDED.

REINFORCEMENT NOTES
 FOR ADDITIONAL REINFORCEMENT OF BEAMS IN PLAN, REFER TO THE REINFORCEMENT SCHEDULE FOR BEAMS. ALL BARS SHALL BE 100% WELDED.

FOR ADDITIONAL REINFORCEMENT OF BEAMS IN PLAN, REFER TO THE REINFORCEMENT SCHEDULE FOR BEAMS. ALL BARS SHALL BE 100% WELDED.

FOR ADDITIONAL REINFORCEMENT OF BEAMS IN PLAN, REFER TO THE REINFORCEMENT SCHEDULE FOR BEAMS. ALL BARS SHALL BE 100% WELDED.

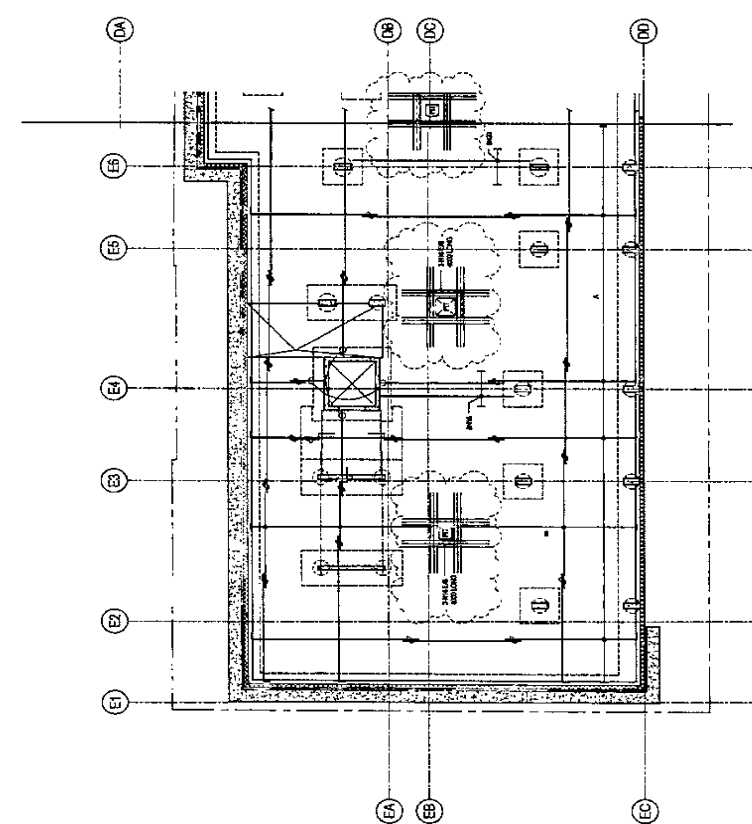
FOR ADDITIONAL REINFORCEMENT OF BEAMS IN PLAN, REFER TO THE REINFORCEMENT SCHEDULE FOR BEAMS. ALL BARS SHALL BE 100% WELDED.

FOR ADDITIONAL REINFORCEMENT OF BEAMS IN PLAN, REFER TO THE REINFORCEMENT SCHEDULE FOR BEAMS. ALL BARS SHALL BE 100% WELDED.

FOR ADDITIONAL REINFORCEMENT OF BEAMS IN PLAN, REFER TO THE REINFORCEMENT SCHEDULE FOR BEAMS. ALL BARS SHALL BE 100% WELDED.

GREENHARDT GREEN
 Greenleaf Group
 LEICHHARDT GREEN
 BASEMENT 02 TOP
 REINFORCEMENT PLAN -
 SHEET 5 OF 5 - BUILDING E

3163 S48-15 B



BASEMENT 02 TOP REINFORCEMENT PLAN - BUILDING E
 SCALE 1:100

REINFORCEMENT NOTES

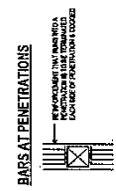
1. ALL REINFORCEMENT SHALL BE SUPPLIED BY AN APPROVED SUPPLIER AND SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT.

2. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT.

3. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT.

4. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT.

5. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT. ALL REINFORCEMENT SHALL BE IDENTIFIED BY A BRAND NAME AND TYPE OF REINFORCEMENT.



LAP SCHEDULE - SLABS (LESS THAN 100 THICK)

BAR NO.	BAR SIZE	CONCRETE STRENGTH	LAP LENGTH
1	12	25	40d
2	12	25	40d
3	12	25	40d
4	12	25	40d
5	12	25	40d
6	12	25	40d
7	12	25	40d
8	12	25	40d
9	12	25	40d
10	12	25	40d
11	12	25	40d
12	12	25	40d
13	12	25	40d
14	12	25	40d
15	12	25	40d
16	12	25	40d
17	12	25	40d
18	12	25	40d
19	12	25	40d
20	12	25	40d
21	12	25	40d
22	12	25	40d
23	12	25	40d
24	12	25	40d
25	12	25	40d
26	12	25	40d
27	12	25	40d
28	12	25	40d
29	12	25	40d
30	12	25	40d
31	12	25	40d
32	12	25	40d
33	12	25	40d
34	12	25	40d
35	12	25	40d
36	12	25	40d
37	12	25	40d
38	12	25	40d
39	12	25	40d
40	12	25	40d
41	12	25	40d
42	12	25	40d
43	12	25	40d
44	12	25	40d
45	12	25	40d
46	12	25	40d
47	12	25	40d
48	12	25	40d
49	12	25	40d
50	12	25	40d

LAP SCHEDULE - BEAMS

BAR NO.	BAR SIZE	CONCRETE STRENGTH	LAP LENGTH
1	12	25	40d
2	12	25	40d
3	12	25	40d
4	12	25	40d
5	12	25	40d
6	12	25	40d
7	12	25	40d
8	12	25	40d
9	12	25	40d
10	12	25	40d
11	12	25	40d
12	12	25	40d
13	12	25	40d
14	12	25	40d
15	12	25	40d
16	12	25	40d
17	12	25	40d
18	12	25	40d
19	12	25	40d
20	12	25	40d
21	12	25	40d
22	12	25	40d
23	12	25	40d
24	12	25	40d
25	12	25	40d
26	12	25	40d
27	12	25	40d
28	12	25	40d
29	12	25	40d
30	12	25	40d
31	12	25	40d
32	12	25	40d
33	12	25	40d
34	12	25	40d
35	12	25	40d
36	12	25	40d
37	12	25	40d
38	12	25	40d
39	12	25	40d
40	12	25	40d
41	12	25	40d
42	12	25	40d
43	12	25	40d
44	12	25	40d
45	12	25	40d
46	12	25	40d
47	12	25	40d
48	12	25	40d
49	12	25	40d
50	12	25	40d

REINFORCEMENT BAR IDENTIFICATION

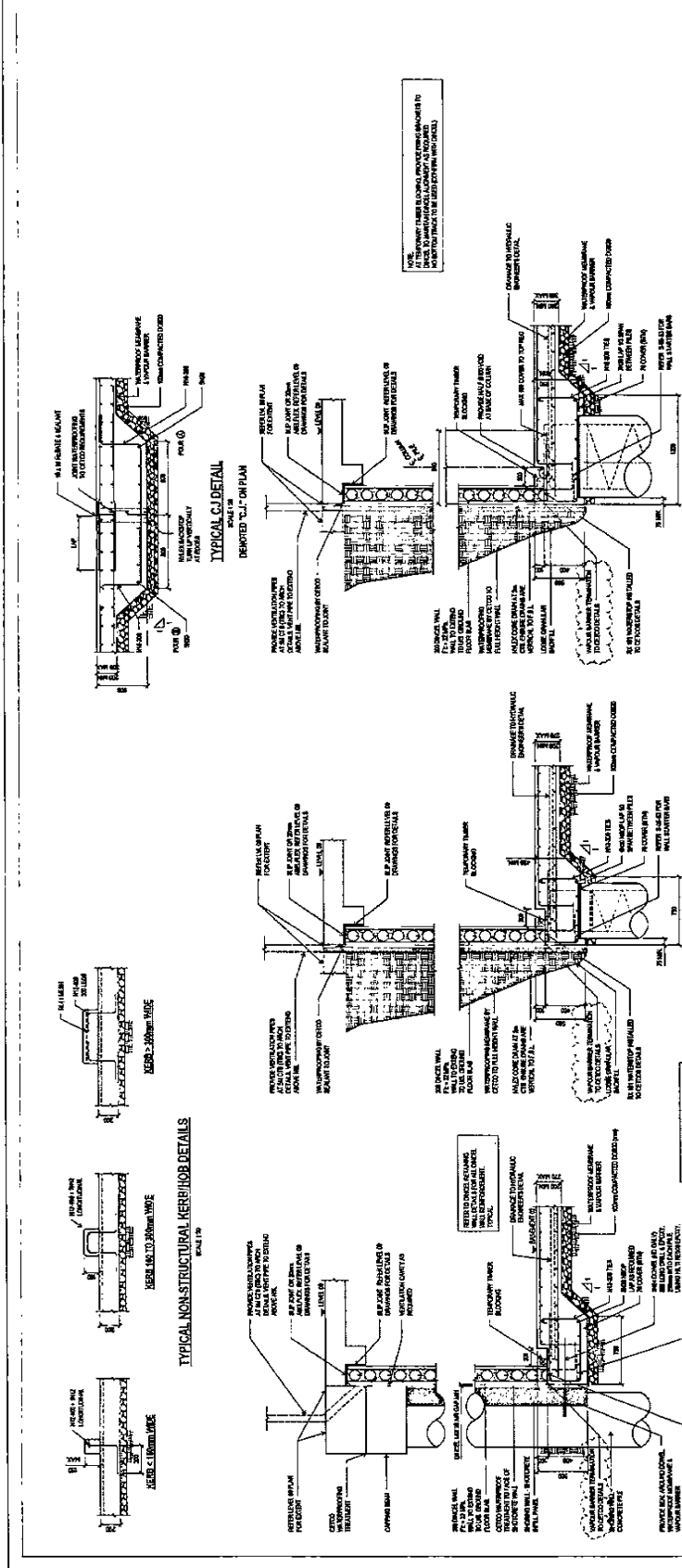
BAR NO.	BAR SIZE	CONCRETE STRENGTH	LAP LENGTH
1	12	25	40d
2	12	25	40d
3	12	25	40d
4	12	25	40d
5	12	25	40d
6	12	25	40d
7	12	25	40d
8	12	25	40d
9	12	25	40d
10	12	25	40d
11	12	25	40d
12	12	25	40d
13	12	25	40d
14	12	25	40d
15	12	25	40d
16	12	25	40d
17	12	25	40d
18	12	25	40d
19	12	25	40d
20	12	25	40d
21	12	25	40d
22	12	25	40d
23	12	25	40d
24	12	25	40d
25	12	25	40d
26	12	25	40d
27	12	25	40d
28	12	25	40d
29	12	25	40d
30	12	25	40d
31	12	25	40d
32	12	25	40d
33	12	25	40d
34	12	25	40d
35	12	25	40d
36	12	25	40d
37	12	25	40d
38	12	25	40d
39	12	25	40d
40	12	25	40d
41	12	25	40d
42	12	25	40d
43	12	25	40d
44	12	25	40d
45	12	25	40d
46	12	25	40d
47	12	25	40d
48	12	25	40d
49	12	25	40d
50	12	25	40d

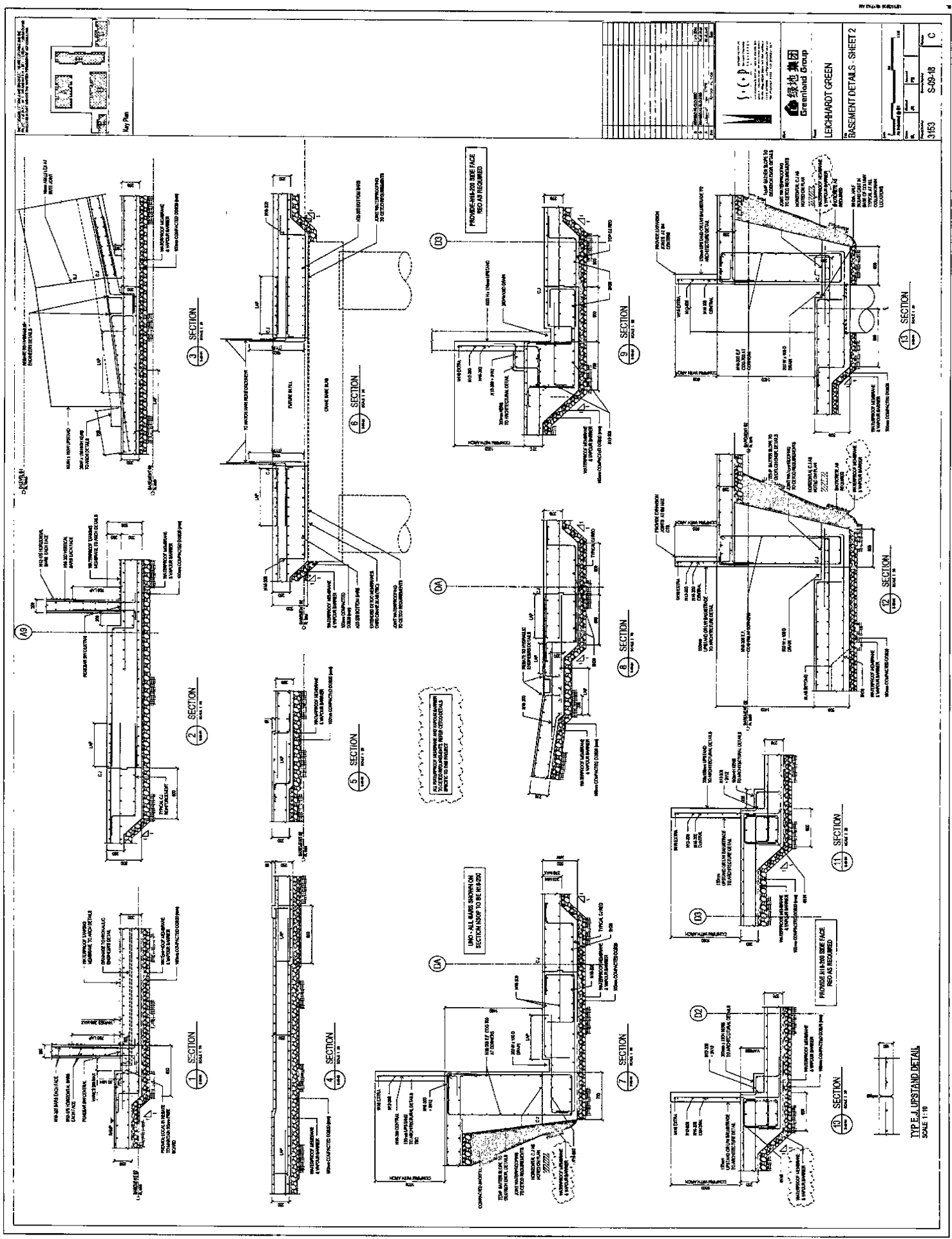
Key Plan

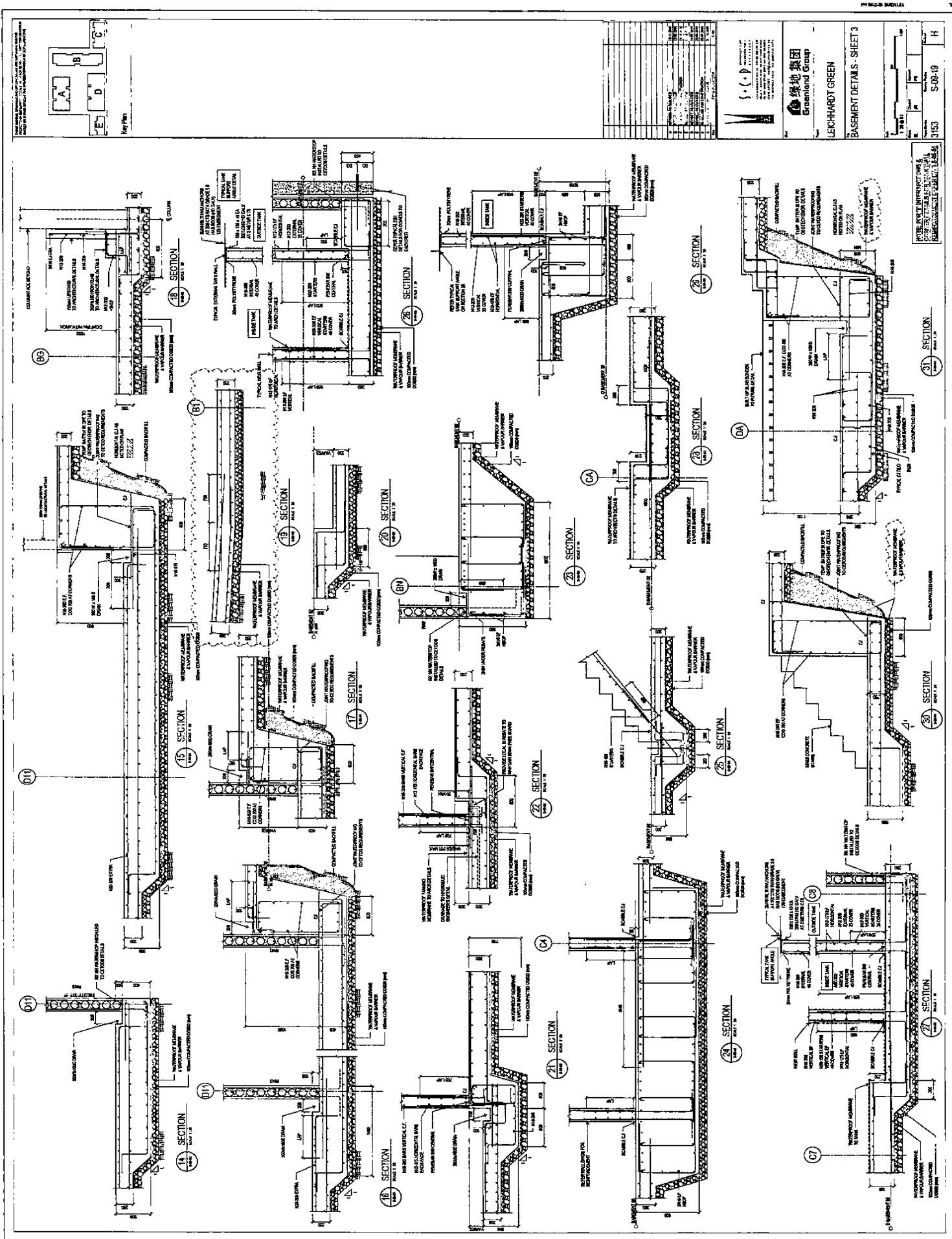
LEIGHARD GREEN
 BASEMENT DETAILS - SHEET 1

NO.	REV.	DATE	BY	CHKD.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

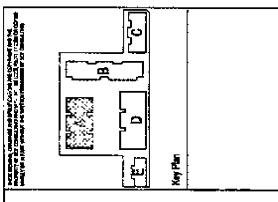
3/53 5-08-17 E



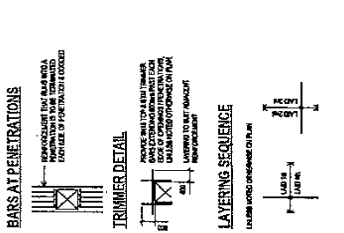




PROJECT NUMBER: 3153 S-16391 A



REINFORCEMENT NOTES
 1. REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 2. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 3. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 4. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 5. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 6. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 7. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 8. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 9. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 10. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.



LAP SCHEDULE - SLABS LESS THAN 300 THICK

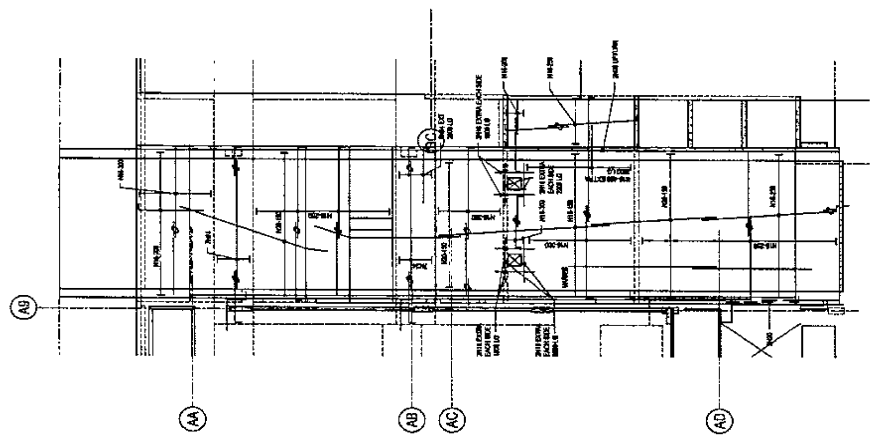
BAR	DIAMETER	20 MPa	30 MPa	40 MPa	50 MPa	60 MPa	70 MPa	80 MPa	90 MPa	100 MPa
1	10	150	150	150	150	150	150	150	150	150
2	12	180	180	180	180	180	180	180	180	180
3	14	210	210	210	210	210	210	210	210	210
4	16	240	240	240	240	240	240	240	240	240
5	18	270	270	270	270	270	270	270	270	270
6	20	300	300	300	300	300	300	300	300	300
7	22	330	330	330	330	330	330	330	330	330
8	24	360	360	360	360	360	360	360	360	360
9	26	390	390	390	390	390	390	390	390	390
10	28	420	420	420	420	420	420	420	420	420
11	30	450	450	450	450	450	450	450	450	450
12	32	480	480	480	480	480	480	480	480	480
13	34	510	510	510	510	510	510	510	510	510
14	36	540	540	540	540	540	540	540	540	540
15	38	570	570	570	570	570	570	570	570	570
16	40	600	600	600	600	600	600	600	600	600
17	42	630	630	630	630	630	630	630	630	630
18	44	660	660	660	660	660	660	660	660	660
19	46	690	690	690	690	690	690	690	690	690
20	48	720	720	720	720	720	720	720	720	720

LAP SCHEDULE - BEAMS

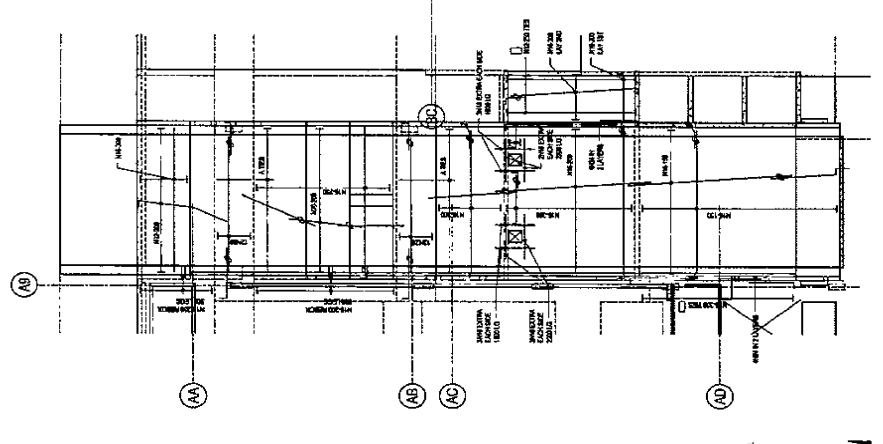
BAR	DIAMETER	20 MPa	30 MPa	40 MPa	50 MPa	60 MPa	70 MPa	80 MPa	90 MPa	100 MPa
1	10	150	150	150	150	150	150	150	150	150
2	12	180	180	180	180	180	180	180	180	180
3	14	210	210	210	210	210	210	210	210	210
4	16	240	240	240	240	240	240	240	240	240
5	18	270	270	270	270	270	270	270	270	270
6	20	300	300	300	300	300	300	300	300	300
7	22	330	330	330	330	330	330	330	330	330
8	24	360	360	360	360	360	360	360	360	360
9	26	390	390	390	390	390	390	390	390	390
10	28	420	420	420	420	420	420	420	420	420
11	30	450	450	450	450	450	450	450	450	450
12	32	480	480	480	480	480	480	480	480	480
13	34	510	510	510	510	510	510	510	510	510
14	36	540	540	540	540	540	540	540	540	540
15	38	570	570	570	570	570	570	570	570	570
16	40	600	600	600	600	600	600	600	600	600
17	42	630	630	630	630	630	630	630	630	630
18	44	660	660	660	660	660	660	660	660	660
19	46	690	690	690	690	690	690	690	690	690
20	48	720	720	720	720	720	720	720	720	720

LEICHHARDT GREEN
BASEMENT ENTRY RAMP
PLANS - BUILDING A

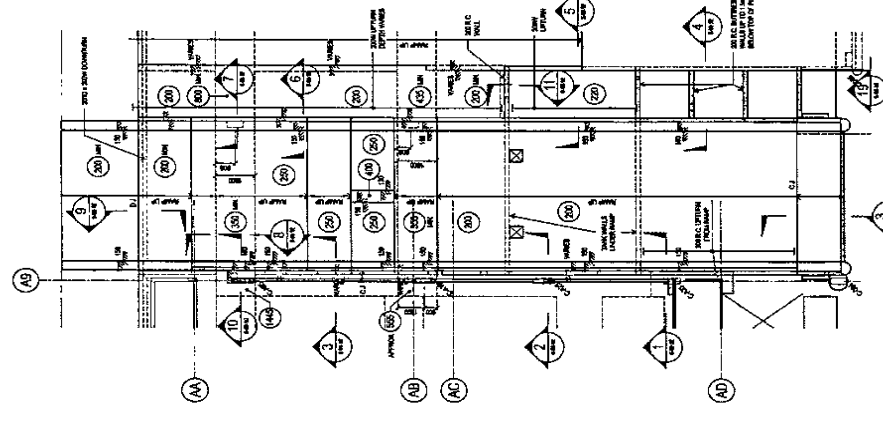
3153 S-16391 A



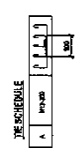
BASEMENT ENTRY RAMP TOP REINFORCEMENT
 SCALE 1:100



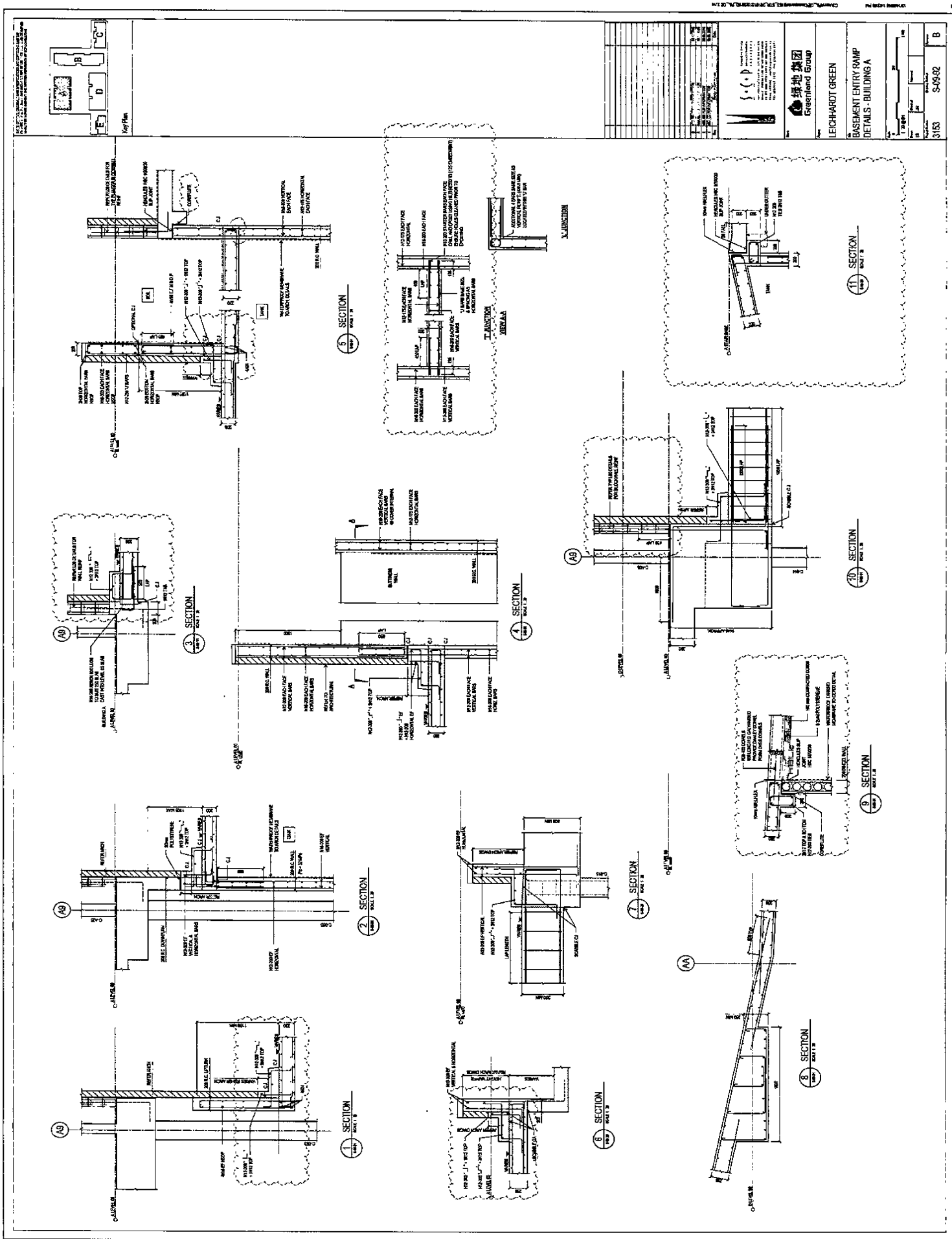
BASEMENT ENTRY RAMP BOTTOM REINFORCEMENT
 SCALE 1:100



BASEMENT ENTRY RAMP CONCRETE OUTLINE PLAN
 SCALE 1:100



GENERAL NOTES:
 1. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 2. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 3. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 4. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 5. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 6. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 7. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 8. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 9. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.
 10. ALL REINFORCEMENT SHALL BE AS SHOWN ON THIS PLAN.



Appendix B: Borelogs



MW-1D

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 12/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 10
 Bore Diameter (mm):

Eastings (GDA 94): 328794.06
 Northings (GDA 94): 6248703.86
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Clay	Silty CLAY - Brown to orange, heterogeneous, damp		
			2	2.00		SANDSTONE	SANDSTONE - Grey, dry, weathered		
			4.50	4.50		SANDSTONE	SANDSTONE - Wet, grey		
			10	10.00			Borehole MW-1D terminated at 10m		

WELL: JBSG.WELL.GPJ_GINT STD AUSTRALIA.GDT_30/9/16



MW-1S

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichhardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 11/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328794.63
 Northings (GDA 94): 6248703.77
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Clay	Silty CLAY - Brown to orange, heterogeneous, damp		
			2.00			SANDSTONE	SANDSTONE - Wet		
			6.00				Borehole MW-1S terminated at 6m		

WELL: JBSG.WELL.GPJ GINT STD AUSTRALIA.GDT 30/9/16



MW-2D

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichhardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 14/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 10
 Bore Diameter (mm):

Eastings (GDA 94): 328756.45
 Northings (GDA 94): 6248734.18
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Fill	Fill - Silty Clayey SAND - Brown, heterogeneous, dry		
			3.00			SANDSTONE	SANDSTONE - Weathered		
			5.00			SANDSTONE	SANDSTONE - Wet/saturated		
			10.00				Borehole MW-2D terminated at 10m		

WELL_JBSG.WELL.GPJ_GINT STD AUSTRALIA.GDT 30/9/16



MW-2S

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichhardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 13/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328756.45
 Northings (GDA 94): 6248733.87
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Fill	Fill - Silty Clayey SAND - Brown, heterogeneous, dry		
			1						
			2						
			3						
			3.00			SANDSTONE	SANDSTONE - Weathered		
			4						
			5						
			5.00			SANDSTONE	SANDSTONE - Wet/saturated		
			6						
			6.00				Borehole MW-2S terminated at 6m		
			7						
			8						
			9						
			10						
			11						

WELL: JBSG.WELL.GPJ GINT STD AUSTRALIA.GDT 30/9/16



MW-EW1S

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 11/12/2015
 Logged By: L.L.
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328775.94
 Northings (GDA 94): 6248707.27
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Clay	Silty CLAY - Brown to orange, heterogeneous, damp		
			1						
			2	2.00		SANDSTONE	SANDSTONE - Brown to grey, saturated		
			3						
			4	4.00		SANDSTONE	SANDSTONE - Grey sandstone		
			5						
			6	6.00			Borehole MW-EW1S terminated at 6m		
			7						
			8						
			9						
			10						
			11						

WELL_JBSG.WELL.GPJ_GINT STD AUSTRALIA.GDT 30/9/16



MW-EW2D

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichhardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 12/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 10.5
 Bore Diameter (mm):

Eastings (GDA 94): 328768.86
 Northings (GDA 94): 6248708.44
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Clay	Silty CLAY - Brown to orange, heterogeneous, damp		
			2.00			SANDSTONE	SANDSTONE - Brown to grey, saturated		
			4.00			SANDSTONE	SANDSTONE - Grey sandstone		
			10.50				Borehole MW-EW2D terminated at 10.5m		

WELL JBSC WELL.GPJ GINT STD AUSTRALIA.GDT 30/9/16



MW-EW3S

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 13/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328767.09
 Northings (GDA 94): 6248708.66
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Clay	Silty CLAY - Brown to orange, heterogeneous, damp		
			2	2.00		SANDSTONE	SANDSTONE - Brown to grey, saturated		
			4	4.00		SANDSTONE	SANDSTONE - Grey sandstone		
			6	6.00			Borehole MW-EW3S terminated at 6m		
			7						
			8						
			9						
			10						
			11						

WELL_JBSG_WELL_GPJ_GINT STD AUSTRALIA.GDT 30/9/16



MW-EW4D

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichhardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 14/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 10
 Bore Diameter (mm):

Eastings (GDA 94): 328760.62
 Northings (GDA 94): 6248709.82
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Clay	Silty CLAY - Brown to orange, heterogeneous, damp		
			2	2.00		SANDSTONE	SANDSTONE - Brown to grey, saturated		
			4	4.00		SANDSTONE	SANDSTONE - Grey sandstone		
			10	10.00			Borehole MW-EW4D terminated at 10m		

WELL: JBSG.WELL.GPJ_GINT STD AUSTRALIA.GDT 30/9/16



MW-EW55

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 15/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328757.24
 Northings (GDA 94): 6248710.46
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Clay	Silty CLAY - Brown to orange, heterogeneous, damp		
			2.00			SANDSTONE	SANDSTONE - Brown to grey, saturated		
			4.00			SANDSTONE	SANDSTONE - Grey sandstone		
			6.00				Borehole MW-EW55 terminated at 6m		

WELL_JBSC_WELL_GPJ_GINT STD AUSTRALIA_GDT_30/9/16



MW-EW6S

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 10/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328754.47
 Northings (GDA 94): 62487251.47
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Fill	Fill - Silty Clayey SAND - Brown orange, damp		
			1						
			2	2.00		SANDSTONE	SANDSTONE - Brown to grey, damp, weathered sandstone		
			3						
			4	4.00		SANDSTONE	SANDSTONE - Grey		
			5						
			6	6.00			Borehole MW-EW6S terminated at 6m		
			7						
			8						
			9						
			10						
			11						

WELL_JBSC_WELL.GPJ_GINT STD AUSTRALIA.GDT 30/9/15



MW-EW7D

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichhardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 11/12/2015
 Logged By: L.L.
 Contractor: Terratest
 Total Hole Depth (mbgs): 10
 Bore Diameter (mm):

Eastings (GDA 94): 328755
 Northings (GDA 94): 6248724.56
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer						Fill	Fill - Silty Clayey SAND - Brown, heterogeneous, dry		Slight solvent odour
				2.00		Fill	Fill - Silty Gravelly SAND - Grey to brown, damp, sandstone		
				3.00		SANDSTONE	SANDSTONE - Brown to grey, damp, weathered sandstone		Slight solvent odour
				5.00		SANDSTONE	SANDSTONE - Grey		No odour
				10.00			Borehole MW-EW7D terminated at 10m		

WELL JBSSG WELL GP J GINT STD AUSTRALIA GDT 30/9/16



MW-EW8S

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 12/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328755.52
 Northings (GDA 94): 6248727.65
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Fill	Fill - Silty Clayey SAND - Brown orange, damp		Slight solvent odour
			1						
			2	2.00		SANDSTONE	SANDSTONE - Brown to grey, damp, weathered sandstone		
			3						
			4	4.00		SANDSTONE	SANDSTONE - Grey		
			5						
			6	6.00			Borehole MW-EW8S terminated at 6m		
			7						
			8						
			9						
			10						
			11						

WELL_JBSC_WELL_GPJ_GINT_STD_AUSTRALIA_GDT_30/9/16



MW-EW9S

Project Number: 51283
 Client: Delta Group Pty Ltd
 Project Name: George Street Leichhardt, NSW
 Site Address: 22 George Street, Leichardt, NSW

Date: 13/12/2015
 Logged By: L.L
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm):

Eastings (GDA 94): 328755.95
 Northings (GDA 94): 6248730.71
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs):
 Surface Finish:
 Casing / Screen Type:
 Casing Bottom Depth (mbgs):
 Screen Bottom Depth (mbgs):

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Air Hammer			0			Fill	Fill - Silty Clayey SAND - Brown orange, damp		
			1						
			2	2.00		SANDSTONE	SANDSTONE - Brown to grey, damp, weathered sandstone		Slight solvent odour
			3						
			4	4.00		SANDSTONE	SANDSTONE - Grey		
			5						
			6	6.00			Borehole MW-EW9S terminated at 6m		
			7						
			8						
			9						
			10						
			11						

WELL: JBSG.WELL.GPJ_GINT STD AUSTRALIA.GDT_30/9/16



MW801

Project Number: 51294
 Client: Greenland
 Project Name: Leichhardt Off-Site Assessment
 Site Address: 22 George Street Leichhardt

Date: 10/08/2016
 Logged By: Ellen Howley
 Contractor: Terratest
 Total Hole Depth (mbgs): 6
 Bore Diameter (mm): 150

Eastings (GDA 94):
 Northings (GDA 94):
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs): 4
 Surface Finish: Roadbox
 Casing / Screen Type: Class 18 PVC - 50mm
 Casing Bottom Depth (mbgs): 3
 Screen Bottom Depth (mbgs): 6

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Non Destructive Drilling			0.10			Fill	Asphalt		No odours, staining or ACM observed in borehole
			1.50			CL	Clay, brown, homogeneous, soft, low plasticity, dry to damp	MW801_2.0 PID = 1.3 ppm	
Solid Flight Auger			3.70			CL-SC	Sandy Clay, red/grey, heterogeneous, damp, stiff	MW801_3.0 PID = 0.7 ppm	
			4.00			SANDSTONE	Weathered Sandstone	MW801_4.0 PID = 2.5 ppm	
			4.80			SANDSTONE	Sandstone, brown, hard	MW801_4.5 PID = 2.6 ppm	
Air Hammer			6.00				Borehole MW801 terminated at 6m		

WELL_JBSG.WELL.GPJ GINT STD AUSTRALIA.GDT 7/9/16



MW802

Project Number: 51294
 Client: Greenland
 Project Name: Leichhardt Off-Site Assessment
 Site Address: 22 George Street Leichhardt

Date: 9/08/2016
Logged By: Ellen Howley
Contractor: Terratest
Total Hole Depth (mbgs): 6
Bore Diameter (mm): 150

Eastings (GDA 94):
Northings (GDA 94):
Zone/Area:
Reference Level: Ground Surface
Elevation (m):

Water Level Initial (mbgs): 4
Surface Finish: Roadbox
Casing / Screen Type: Class 18 PVC - 50mm
Casing Bottom Depth (mbgs): 3
Screen Bottom Depth (mbgs): 6

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Drilling				0.13	XXXX	Fill	Asphalt		No odours, staining or ACM observed in borehole
Drilling						SANDSTONE	Weathered Sandstone, red/grey		
Air Hammer				1.70		SANDSTONE	Sandstone, light brown, hard		
				6.00			Borehole MW802 terminated at 6m		

WELL_JBSG.WELL.GPJ_GINT STD AUSTRALIA.GDT 7/9/16



MW803

Project Number: 51294
 Client: Greenland
 Project Name: Leichhardt Off-Site Assessment
 Site Address: 22 George Street Leichhardt

Date: 9/08/2016
Logged By: Ellen Howley
Contractor: Terratest
Total Hole Depth (mbgs): 5.4
Bore Diameter (mm): 150

Eastings (GDA 94):
Northings (GDA 94):
Zone/Area:
Reference Level: Ground Surface
Elevation (m):

Water Level Initial (mbgs): 3.5
Surface Finish: Roadbox
Casing / Screen Type: Class 18 PVC - 50mm
Casing Bottom Depth (mbgs): 2.4
Screen Bottom Depth (mbgs): 5.4

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Non Destructive Drilling			0.10			Fill	Asphalt		No staining or ACM observed in borehole
			0.40			CL-SC	Sandy Clay, grey brown, homogeneous, low to medium plasticity, soft to firm		
Solid Flight Auger			2.00			CL-SC	Sandy Clay, grey brown, homogeneous, low to medium plasticity, soft to firm, moist		Possible chemical odour
			3.00			SANDSTONE	Weathered Sandstone, red/grey		
			3.80			SANDSTONE	Sandstone, red/grey, hard		
			5.40					Borehole MW803 terminated at 5.4m	
			6						
			7						
			8						
			9						

WELL_JBSC_WELL_GPJ_GINT_STD_AUSTRALIA_GDT_7/9/16



MW805

Project Number: 51294
 Client: Greenland
 Project Name: Leichhardt Off-Site Assessment
 Site Address: 22 George Street Leichhardt

Date: 9/08/2016
 Logged By: Ellen Howley
 Contractor: Terratest
 Total Hole Depth (mbgs): 8.2
 Bore Diameter (mm): 150

Eastings (GDA 94):
 Northings (GDA 94):
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs): 7
 Surface Finish: Roadbox
 Casing / Screen Type: Class 18 PVC - 50mm
 Casing Bottom Depth (mbgs): 5.2
 Screen Bottom Depth (mbgs): 8.2

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Drilling			0.10			Fill	Asphalt		No odours, staining or ACM observed in borehole
			0.30			Fill	Sandstone Cobbles, orangey brown		
Solebit Drilling			0.70			SANDSTONE	Weathered Sandstone/ Clayey Sand, red/grey	MW805_0.5 PID = 6.5 ppm	
			1.00					MW805_1.0 PID = 4.7 ppm	
			1.50					MW805_1.5 PID = 7.7 ppm	
			2.00					MW805_2.0 PID = 7.8 ppm	
			3.00					MW805_3.0 PID = 8.2 ppm	
Air Hammer			4.00					MW805_4.0 PID = 18.1 ppm	
			5.00						
			8.20					Borehole MW805 terminated at 8.2m	

WELL JBSC WELL GPJ GINT STD AUSTRALIA.GDT 7/9/16



MW806

Project Number: 51294
 Client: Greenland
 Project Name: Leichhardt Off-Site Assessment
 Site Address: 22 George Street Leichhardt

Date: 9/08/2016
 Logged By: Ellen Howley
 Contractor: Terratest
 Total Hole Depth (mbgs): 5.1
 Bore Diameter (mm): 150

Eastings (GDA 94):
 Northings (GDA 94):
 Zone/Area:
 Reference Level: Ground Surface
 Elevation (m):

Water Level Initial (mbgs): 4
 Surface Finish: Roadbox
 Casing / Screen Type: Class 18 PVC - 50mm
 Casing Bottom Depth (mbgs): 2.1
 Screen Bottom Depth (mbgs): 5.1

Method	Water (mbgs)	Well Details	Depth (mbgs)	Contact (mbgs)	Graphic Log	Lithological Class	Lithological Description	Samples Tests Remarks	Additional Observations
Non Destructive Drilling			0.10			Fill	Asphalt		No odours, staining or ACM observed in borehole
			0.30			Fill	Road base gravels, large, angular		
			0.30			CL-GC	Gravelly Clay, yellow brown, low plasticity, soft		
Solid Flight Auger			1						
			2						MW806 2.0 PID = 2.6 ppm
			3						MW806 3.0 PID = 2.2 ppm
			3.50			CL-SC	Sandy Clay, yellow brown, moist, soft, low plasticity		MW806 3.5 PID = 2.2 ppm
			4			CL-SC	Sandy Clay, yellow brown, moist, soft, low plasticity, saturated		MW806 4.0 PID = 2.6 ppm
			4.00			CL-SC		MW806 4.5 PID = 3 ppm	
			5					MW806 5.0 PID = 2.4 ppm	
			5.10				Borehole MW806 terminated at 5.1m		

WELL_JBSG.WELL.GPJ_GINT STD AUSTRALIA.GDT 7/9/16




© JBS&G

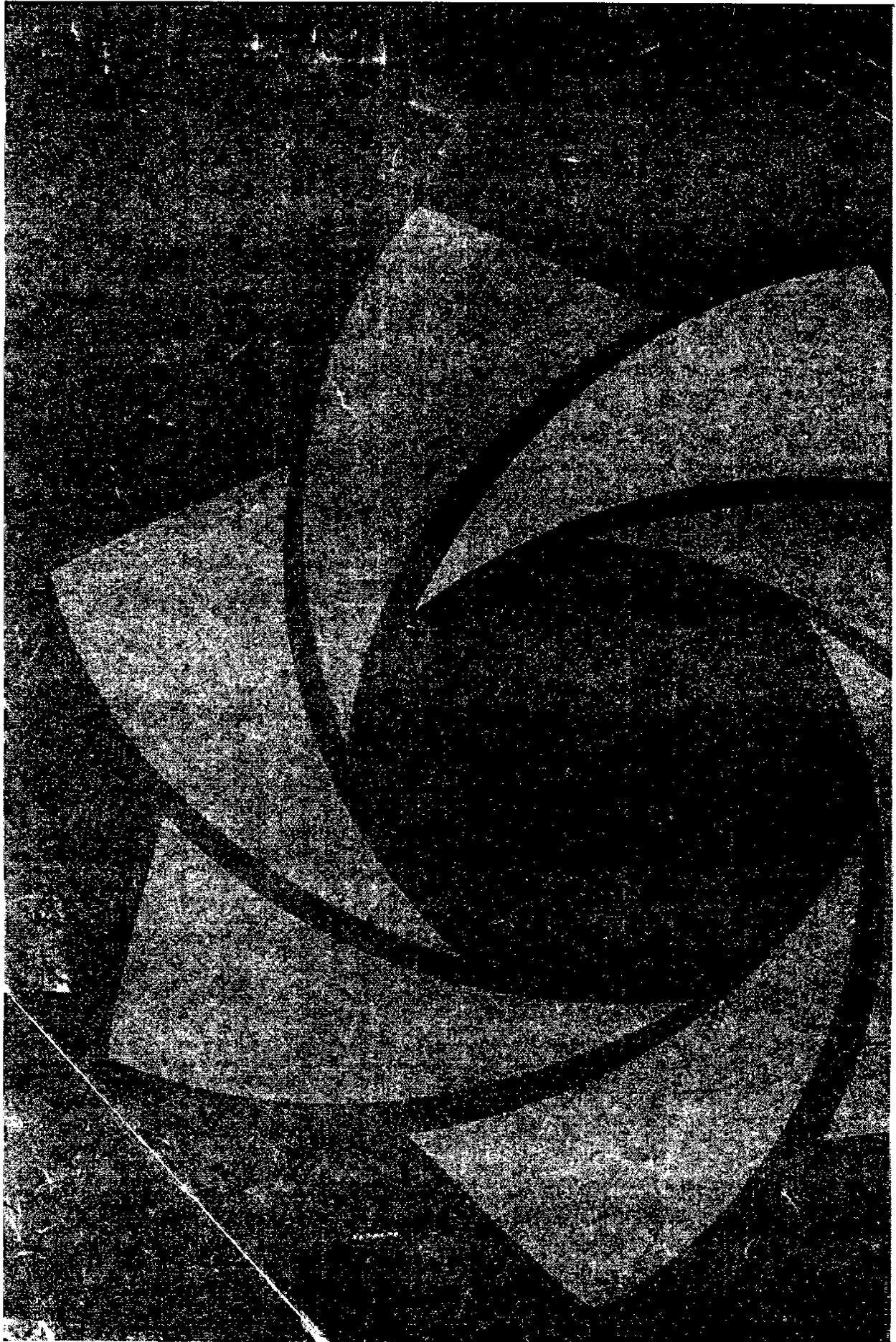
This document is and shall remain the property of JBS&G. The document may only be used for the purposes for which it was commissioned and in accordance with the Terms of Engagement for the commission. Unauthorised use of this document in any form whatsoever is prohibited

Document Distribution

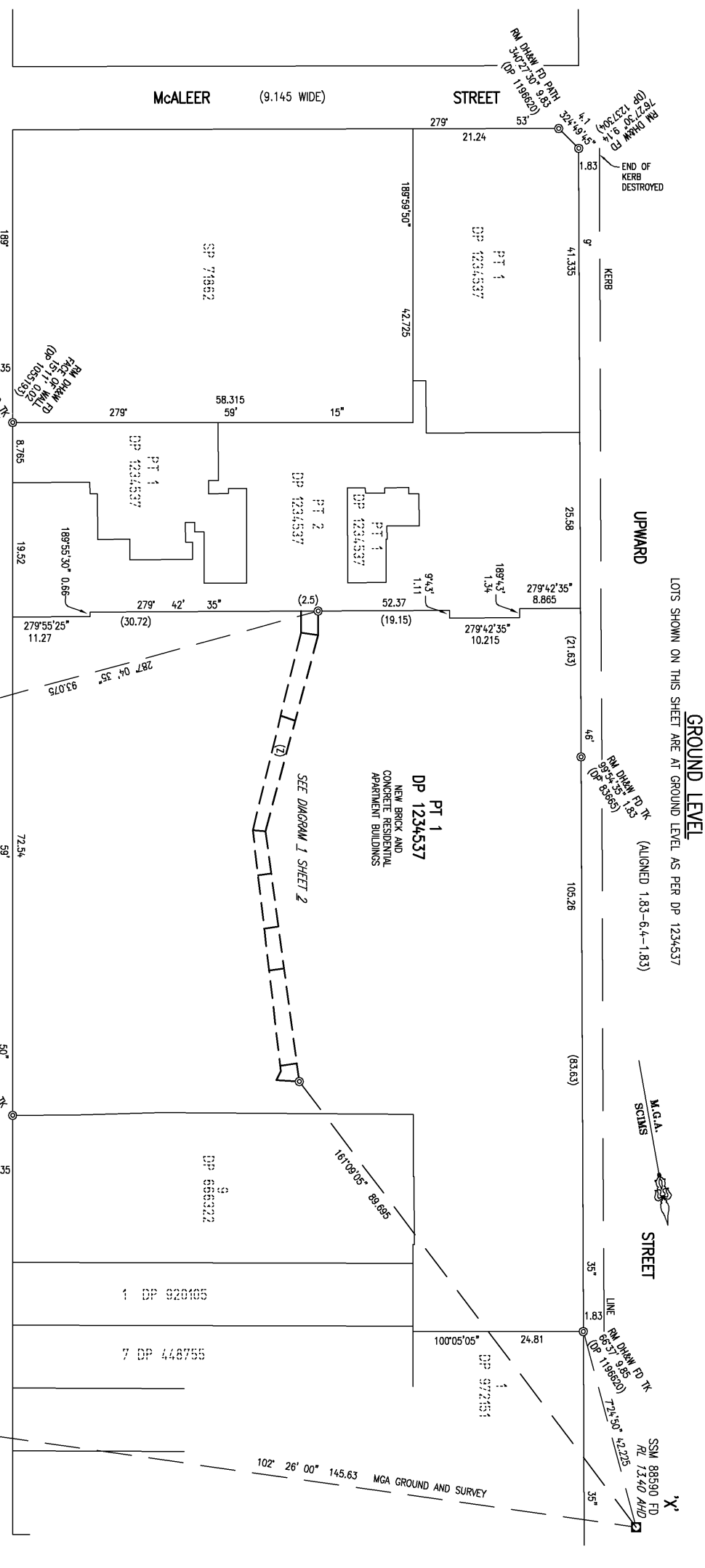
Rev No.	Copies	Recipient	Date
3	Electronic	Paul Chen, Greenland Jason Clay, Senversa Victoria Lee, NSW EPA	12/12/2017

Document Status

Rev No.	Author	Reviewer	Approved for issue		Date
		Name	Name	Signature	
A	Sumi Dorairaj	Matthew Parkinson	Draft for comment	-	13/6/2017
0	Sumi Dorairaj	Matthew Parkinson	Final draft for comment	-	26/6/2017
1	Sumi Dorairaj EIANZ CEnvP CL Specialist No 896	Sumi Dorairaj	Sumi Dorairaj		14/09/2017
2	Sumi Dorairaj EIANZ CEnvP CL Specialist No 896	Sumi Dorairaj	Sumi Dorairaj		7/12/2017
3	Sumi Dorairaj EIANZ CEnvP CL Specialist No 896	Sumi Dorairaj	Sumi Dorairaj		12/12/2017



www.jbgs.com.au



MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER	METHOD	STATE
SSM 88690	328 740.980	6 248 788.691	56	B	2	13.40	D	4	FROM SCMS FOUND	FOUND
SSM 78398	328 846.844	6 248 609.122	56	B	2	12.86	D	4	FROM SCMS FOUND	FOUND
SSM 164394	328 883.187	6 248 757.336	56	B	2	16.79	D	4	FROM SCMS FOUND	FOUND

SOURCE AND METHOD: MGA COORDINATES ADOPTED FROM SCMS 2/12/2017
 COMBINED SCALE FACTOR 0.999935

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 88690	13.40	D	4	SCMS ADOPTED	FOUND
SSM 78398	12.86	D	4	FROM SCMS-DATUM VALIDATION	FOUND
SSM 164394	16.79	D	4	FROM SCMS-DATUM VALIDATION	FOUND

DATE OF SCMS AHD VALUES: 2/12/2017
 HEIGHT DATUM: AHD71

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 88690	SSM 164394	+ 3.410	TRIGONOMETRIC HEIGHING
SSM 164394	SSM 78398	- 3.935	TRIGONOMETRIC HEIGHING
SSM 78398	SSM 88690	+ 0.525	TRIGONOMETRIC HEIGHING

HEIGHT DATUM: AHD71

NOTE:
 LOTS 1 AND 2 IN DP 1234537 ARE STRATUM LOTS PARTLY LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN IN DP 1234537
 (2) EASEMENT FOR ACCESS VARIABLE WIDTH (2) (LIMITED IN STRATUM)

Surveyor: KARL ROBERTSON
 Date of Survey: 2/12/17
 Surveyor's Ref: 140810 ACS EASE

PLAN OF EASEMENT WITHIN
 LOT 1 IN DP 1234537

LGA: INNER WEST
 Locality: LEICHARDT
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:400

REGISTERED
 17.1.2018

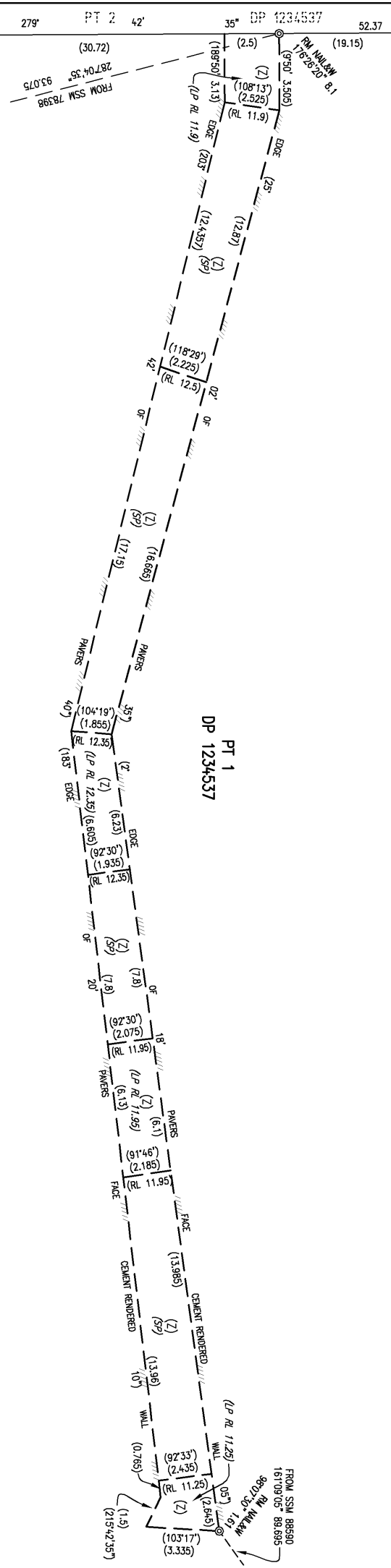
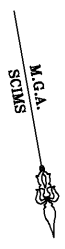
DP1239217

Scale: 1:1000

File: \\AODS\140810 GEORGE ST LEICHARDT\140810 ACS EASE\140810 ACS EASE SHOT.DWG

LOTS SHOWN ON THIS SHEET ARE AT GROUND LEVEL AS PER DP 1234537

GROUND LEVEL



LP RL DENOTES LEVEL PLANE AT THE NOTED RL
 SP DENOTES SLOPING PLANE BETWEEN THE NOTED RLs
 (Z) EASEMENT FOR ACCESS VARIABLE WIDTH (Z)
 LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN AND
 LIMITED IN HEIGHT TO 2.1 METRES ABOVE THESE PLANES

DIAGRAM 1
 SCALE 1:125

0m 20 30 40 50 60 70 80 90 100 110 120 130 140 150


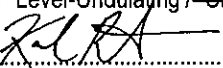
Surveyor: KARL ROBERTSON
 Date of Survey: 2/12/17
 Surveyor's Ref: 140810 ACS EASE

PLAN OF EASEMENT WITHIN
 LOT 1 IN DP 1234537


LGA: INNER WEST
 Locality: LEICHARDT
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:125

REGISTERED
 17.1.2018

DP1239217

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  17.1.2018 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1239217</h1>	Office Use Only
PLAN OF EASEMENT WITHIN LOT 1 IN DP 1234537	LGA: INNER WEST Locality: LEICHHARDT Parish: PETERSHAM County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>KARL ROBERTSON</u> of Veris Australia Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on: <u>2/12/17</u> , or *(b) The part of the land shown in the plan (*being* excluding*) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, 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 <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: <u>'X'-'Y'</u> Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep Mountainous- Signature: <u></u> Dated: <u>15/12/17</u> Surveyor Identification No: <u>7835</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> 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:	
Plans used in the preparation of survey/compilation DP 1234537 DP 1237304	<p style="text-align: center;">Subdivision Certificate</p> I..... *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent/Authority: Date of Endorsement: Subdivision Certificate no: File number: *Strike through if inapplicable	
STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.	If space is insufficient continue on PLAN FORM 6A	
Surveyor's Reference: 140810 ACS EASE	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

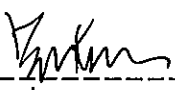
PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
----------------------------	--	-----------------------

<p style="text-align: right;">Office Use Only</p> <p>Registered:  17.1.2018</p> <hr/> <p>PLAN OF EASEMENT WITHIN LOT 1 IN DP 1234537</p> <hr/> <p>Subdivision Certificate No:</p> <p>Date of Endorsement:</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1239217</h1> <hr/> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
--	--

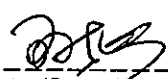
PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919
IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS VARIABLE WIDTH (Z) (LIMITED IN STRATUM)

EXECUTED BY
GREENLAND (SYDNEY)
GEORGE STREET DEVELOPMENT PTY LTD
ACN 168 585 573
IN ACCORDANCE WITH SECTION 127 OF THE
CORPORATIONS ACT



Director Signed



Director/Secretary Signed

Xiaohua Luo


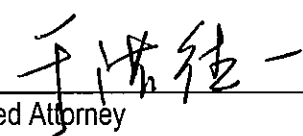
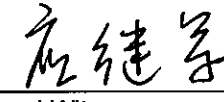
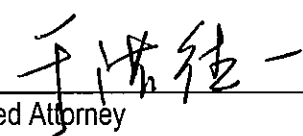
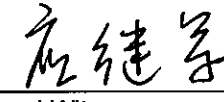
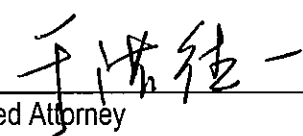
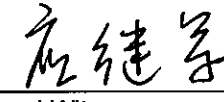
Director(Print Name)

Xinmei Wang

Director/Secretary (Print Name)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140810 ACS EASE

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)				
Office Use Only Registered:  17.1.2018	Office Use Only <h1>DP1239217</h1>					
PLAN OF EASEMENT WITHIN LOT 1 IN DP 1234537						
Subdivision Certificate No: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• 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.					
<p>SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF BANK OF COMMUNICATIONS CO LTD ARBN 137 909 963 BY ITS ATTORNEY UNDER POWER OF ATTORNEY REGISTERED BOOK <u>4724</u> No <u>661</u></p> <table border="0" data-bbox="159 985 1436 1344"><tr><td data-bbox="159 985 734 1142"> _____ Signed Attorney</td><td data-bbox="861 985 1436 1142"> _____ Signed Witness</td></tr><tr><td data-bbox="159 1164 734 1276"><u>HONGDE YU</u> _____ Attorney Print Name</td><td data-bbox="861 1164 1436 1344"><u>Jijun Ying</u> _____ Witness Print Name Witness Address: <u>Level 27, 363 George Street, Sydney NSW 2000</u> _____</td></tr></table>			 _____ Signed Attorney	 _____ Signed Witness	<u>HONGDE YU</u> _____ Attorney Print Name	<u>Jijun Ying</u> _____ Witness Print Name Witness Address: <u>Level 27, 363 George Street, Sydney NSW 2000</u> _____
 _____ Signed Attorney	 _____ Signed Witness					
<u>HONGDE YU</u> _____ Attorney Print Name	<u>Jijun Ying</u> _____ Witness Print Name Witness Address: <u>Level 27, 363 George Street, Sydney NSW 2000</u> _____					
SURVEYORS REFERENCE: 140810 ACS EASE						

If space is insufficient use additional annexure sheet

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

Lengths are in metres

ePlan
 (Sheet 1 of 5 Sheets)

Plan of proposed easement affecting Lot 1 in Deposited Plan
 1234537

Plan: **DP1239217**

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
 (ACN 166 585 573)
 Suite 201, part Level 2, 233 Castlereagh Street,
 Sydney NSW 2000

Part 1 – Creation

Number of item shown in the intention panel on the plan:	Identity of easement, profit a 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 access variable width [Z] (limited in stratum)	1/1234537	2/1234537

Part 2 – Terms

1 Definitions and interpretation

1.1 Definitions

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

- (a) **Authorised User** means every other person authorised by the Grantee, the Grantor or Council, as applicable, for the purposes of the easement created by this instrument. Subject to the terms of the easement, an Authorised User includes the employees, agents, contractors, licensees and invitees of the Grantee or Grantor, as applicable and, in the case of the Grantor only, includes the Grantor's tenants and any subtenants.
- (b) **Authority** means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
- (c) **Council** means Inner West Council.
- (d) **Easement Site** means, in relation to an easement in this instrument, the site of that easement as identified on the Plan.

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

Lengths are in metres

Plan: **DP1239217**

ePlan

(Sheet 2 of 5 Sheets)

Plan of ~~proposed~~ easement affecting Lot 1 in Deposited Plan 1234537 ^{WITHIN}

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

-
- (e) **Grantee** means the registered proprietor or mortgagee in possession of the Lot Benefited.
 - (f) **Grantor** means the registered proprietor or mortgagee in possession of the Lot Burdened.
 - (g) **Lot** means a Lot as shown in the Plan.
 - (h) **Lot Benefited** means a Lot benefited by the easement in this instrument.
 - (i) **Lot Burdened** means a Lot burdened by the easement in this instrument.
 - (j) **Plan** means the deposited plan to which this instrument relates.
 - (k) **Strata Management Statement** means any strata management statement registered against the title to any of the Lots Benefited and the Lots Burdened.

1.2 References to certain terms

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

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

1.3 Headings

Headings do not affect the interpretation of this instrument.

2 General provisions

2.1 Easements are covenants and agreements between Grantee and Grantor

The conditions, including in this clause and in the easement 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,

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

Lengths are in metres

Plan: **DP1239217**

ePlan
(Sheet 3 of 5 Sheets)

Plan of ~~proposed~~ easement affecting Lot 1 in Deposited Plan 1234537

WITHIN

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of this easement.

2.2 Release and indemnity

- (a) The Grantee and the Grantee's Authorised Users entering upon a Lot Burdened pursuant to the rights granted by an easement created by this instrument do so at its or their own risk.
- (b) The Grantee releases the Grantor and the Grantor's relevant Authorised Users from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the relevant Lot Burdened in pursuance of the rights granted by an easement created by this instrument except to the extent caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's relevant Authorised Users, as applicable.
- (c) The Grantee must indemnify and keep indemnified the Grantor and the Grantor's Authorised Users from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which such Grantor or the Grantor's Authorised Users may become liable in respect of any loss, damage, death or injury from any cause whatsoever occurring on a Lot Burdened or to any person or property within or without the Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of an easement created by this instrument or default of the Grantee or the Grantee's Authorised Users upon the relevant Lot Burdened in pursuance of the rights granted by this instrument, except to the extent caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's relevant Authorised Users, as applicable.

2.3 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easement, in this instrument.

2.4 Obligations for Authorised Users

For the easement in this instrument, the Grantee must procure that its Authorised Users comply with the terms of this instrument when they exercise their rights or comply with their obligations under this instrument.

2.5 Grantee's acknowledgement

The Grantee acknowledges and agrees that the Grantor may erect signage, structures or other improvements on the Lot Burdened at any time, subject to the access and related rights granted under this instrument.

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

Lengths are in metres

Plan: **DP1239217**

ePlan
(Sheet 4 of 5 Sheets)

Plan of proposed easement affecting Lot 1 in Deposited Plan
1234537

WITHIN

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

3 Terms of easement referred to as [Z] in the Plan (access)

3.1 Access and related rights

Subject to the other provisions in this clause 3, the Grantee and the Grantee's Authorised Users may:

- (a) go;
- (b) pass; and
- (c) repass,

on foot at all times for the purpose of accessing and using the toilet facility without vehicles over the Easement Site.

3.2 Obligations relating to access

- (a) When exercising a right under this easement the Grantee must, and must ensure that its Authorised Users:
 - (1) cause as little disturbance and inconvenience as is possible to the Grantor and any occupier of the Lot Burdened;
 - (2) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;
 - (3) leave the Lot Burdened in a clean and tidy state;
 - (4) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and
 - (5) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.
- (b) For the purposes of this clause 3
 - (1) the Grantee, acknowledges and agrees that the rights granted under this easement may be restricted by the Grantor:
 - (A) at times determined by the Grantor in compliance with any Strata Management Statement; and
 - (B) from time to time as a consequence of any right of the Grantor to permit the placement of chairs, furniture, shading devices, tables or similar items within the Lot Burdened.

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

Lengths are in metres

ePlan

(Sheet 5 of 5 Sheets)

Plan of proposed easement affecting Lot 1 in Deposited Plan
1234537

Plan: **DP1239217**

Full name and address of proprietor of the land:

Greenland (Sydney) George Street Development Pty Ltd
(ACN 168 585 573)
Suite 201, part Level 2, 233 Castlereagh Street,
Sydney NSW 2000

Signed sealed and delivered by
Greenland (Sydney) George Street
Development Pty Ltd ACN 166 585 573
by its attorney under power of attorney
registered book ~~4710 no 969~~: 4737 no 427

sign here

Witness

Attorney

print name

PAUL CHEN

Xinmei Wang

WITNESS ADDRESS :

SUITE 201, 233 CASTLEREAGH ST

SYDNEY NSW 2000.

Signed sealed and delivered by
Bank of Communications Co Ltd ARBN 137 909 963
by its attorney under power of attorney
registered book ~~4724 no 661~~ :

sign here

Witness

Attorney

print name

Jijun Ying

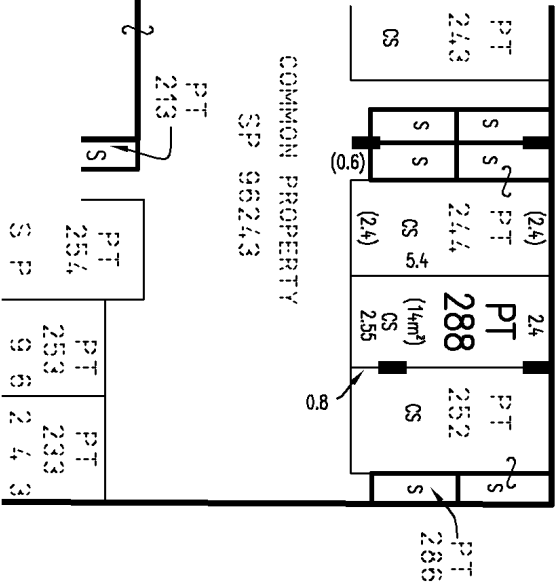
HONGDE YU

WITNESS ADDRESS : LEVEL 27

363 GEORGE ST

SYDNEY NSW 2000.

BASEMENT LEVEL 2
SEE SP 96243 FOR LOCATION PLAN



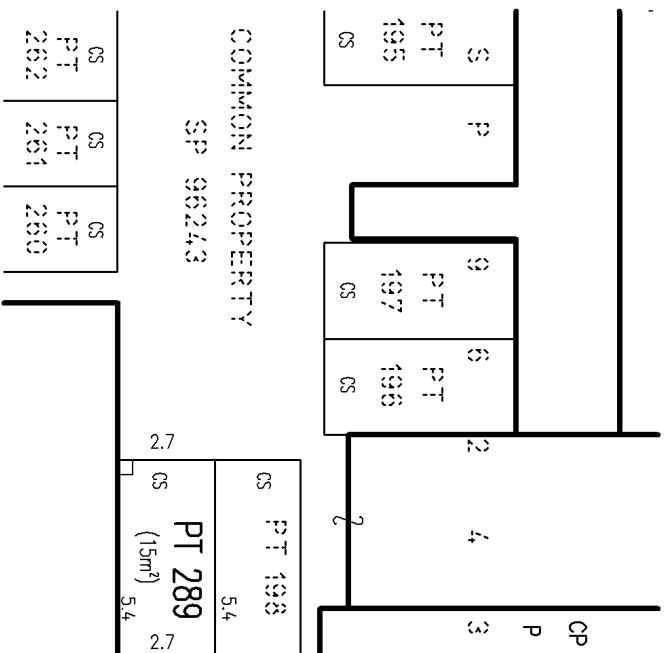
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CAR SPACE
- P - DENOTES PLANTER
- S - DENOTES STORAGE
- └ - DENOTES 90°

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

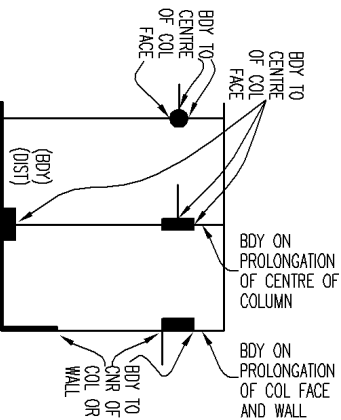
SURVEYOR
Name: **KARL ROBERTSON**
Date: **27.06.2018**
Reference: **140810SUB SP-01(KR)**

STRATA PLAN OF SUBDIVISION OF
LOTS 242 AND 280 IN SP 96243

**BASEMENT LEVEL 1 /
LOWER GROUND LEVEL BUILDING D**



TYPICAL KEY
(UNLESS NOTED OTHERWISE)



LGA: **INNER WEST LEICHHARDT**
Locality:
Reduction Ratio: **1:150**
Lengths are in metres.

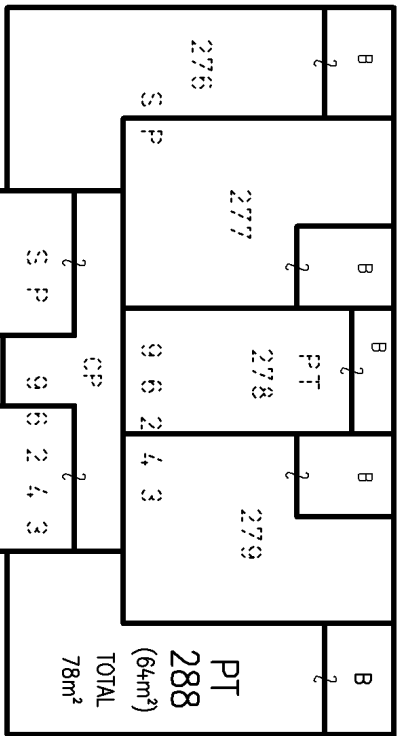


REGISTERED

30.8.2018

SP97286

LEVEL 1
BUILDING E



B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY

ALL SCREENING DEVICES SUCH AS SHUTTERS AND LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

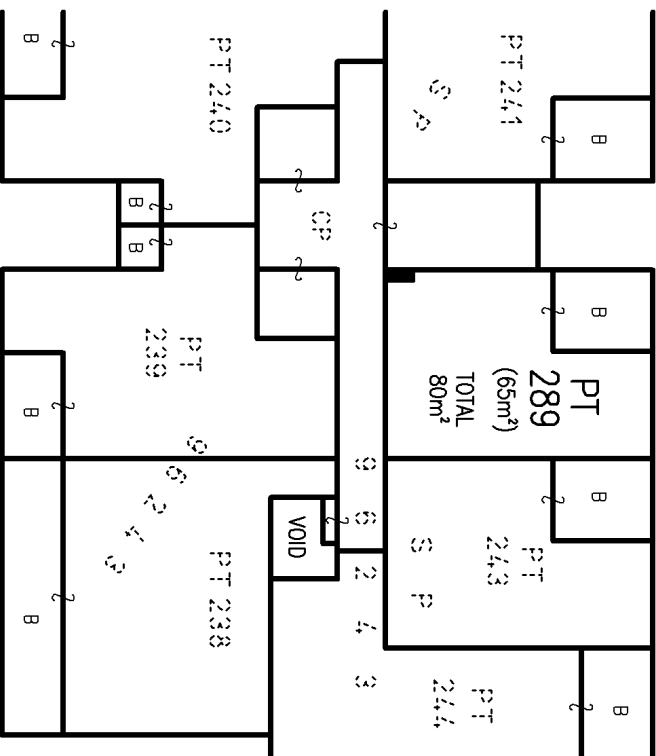
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
Name: **KARL ROBERTSON**
Date: **27.06.2018**
Reference: **140810SUB SP-01(KR)**

STRATA PLAN OF SUBDIVISION OF
LOTS 242 AND 280 IN SP 96243

LEVEL 3
BUILDING D


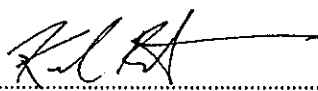
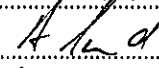



LGA: **INNER WEST LEICHHARDT**
Locality:
Reduction Ratio: **1:200**
Lengths are in metres.



REGISTERED
30.8.2018

SP97286

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:  30.8.2018	SP97286	
STRATA PLAN OF SUBDIVISION OF LOTS 242 AND 280 IN SP 96243	LGA: INNER WEST	Locality: LEICHHARDT
	Parish: PETERSHAM	County: CUMBERLAND
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
<p style="text-align: center;">Surveyor's Certificate</p> <p>I, <u>KARL ROBERTSON</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u>, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public space</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: <u>27.06.2018</u></p> <p>Surveyor ID: <u>7835</u></p> <p>Surveyor's Reference: <u>140810SUB SP-01(KR)</u></p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> <p>I, <u>ANDREW SYMONDS</u> being an Accredited Certifier, accreditation number <u>OPB 1837</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 or 59 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> 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.</p> <p>*(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 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: <u>14970</u></p> <p>Relevant Planning Approval No. <u>CDC 14969</u></p> <p>Issued by: <u>Andrew Symonds</u></p> <p>Signature: </p> <p>Date: <u>7 August 2018</u></p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Office Use Only Registered:  30.8.2018	SP97286	

Valuer's Certificate

I, TYRONE HODGE APT CIV being a qualified valuer, as defined in the *Strata Scheme 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: 3/8/2018


SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT	UE
1	28	28	43	55	44	82	28	109	28	136	44	163	26
2	28	29	42	56	44	83	28	110	44	137	44	164	20
3	28	30	43	57	44	84	43	111	44	138	29	165	26
4	28	31	42	58	43	85	43	112	43	139	29	166	27
5	28	32	27	59	42	86	20	113	28	140	45	167	20
6	43	33	27	60	43	87	43	114	28	141	44	168	27
7	28	34	42	61	43	88	27	115	44	142	44	169	27
8	27	35	42	62	43	89	27	116	44	143	29	170	20
9	27	36	43	63	44	90	27	117	43	144	28	171	26
10	28	37	42	64	43	91	43	118	28	145	45	172	27
11	27	38	28	65	43	92	43	119	28	146	44	173	20
12	43	39	28	66	44	93	20	120	44	147	44	174	27
13	41	40	43	67	52	94	43	121	44	148	56	175	27
14	27	41	42	68	52	95	28	122	43	149	45	176	20
15	27	42	43	69	20	96	28	123	28	150	44	177	27
16	42	43	42	70	26	97	28	124	28	151	44	178	27
17	42	44	28	71	27	98	43	125	44	152	56	179	21
18	42	45	28	72	42	99	43	126	44	153	45	180	27
19	41	46	43	73	20	100	20	127	44	154	27	181	27
20	27	47	42	74	41	101	43	128	28	155	20	182	21
21	27	48	43	75	41	102	27	129	28	156	27	183	27
22	42	49	44	76	42	103	27	130	44	157	27	184	44
23	41	50	44	77	41	104	27	131	44	158	20	185	44
24	42	51	44	78	43	105	43	132	44	159	27	186	44
25	42	52	43	79	20	106	44	133	28	160	26	187	44
26	28	53	42	80	42	107	43	134	28	161	20	188	44
27	28	54	43	81	28	108	28	135	44	162	26	189	44

ALL UNIT ENTITLEMENTS FROM SP 96243
EXCEPT WHERE RULED THROUGH

Surveyors Reference: 140810SUB SP-01(KR)

SP FORM 3.08 (Annexure) **STRATA PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only	Office Use Only
Registered:  30.8.2018	SP97286

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 UNIT ENTITLEMENT													
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT	UE
190	43	204	27	218	41	232	42	246	42	260	42	274	26
191	26	205	28	219	42	233	43	247	43	261	43	275	26
192	26	206	27	220	26	234	27	248	28	262	44	276	27
193	26	207	27	221	26	235	27	249	28	263	44	277	27
194	26	208	27	222	26	236	27	250	28	264	26	278	20
195	43	209	27	223	26	237	27	251	28	265	44	279	27
196	43	210	42	224	43	238	43	252	53	266	54	280	27
197	28	211	42	225	42	239	42	253	43	267	43	281	26
198	28	212	42	226	43	240	43	254	43	268	43	282	26
199	28	213	26	227	27	241	28	255	44	269	54	283	20
200	28	214	26	228	27	242	28	256	44	270	43	284	26
201	28	215	26	229	27	243	28	257	26	271	42	285	26
202	28	216	27	230	28	244	28	258	44	272	26	286	27
203	43	217	42	231	43	245	43	259	54	273	26	287	26
												288	28
												289	27
AGGREGATE												10000	

ALL UNIT ENTITLEMENTS FROM SP 96243 EXCEPT WHERE RULED THROUGH

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
288	102	45	UPWARD	STREET	LEICHHARDT
289	306	35A	UPWARD	STREET	LEICHHARDT

Surveyors Reference: 140810SUB SP-01(KR)

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Registered: 30.8.2018	SP97286	Office Use Only

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*

**Approved Form 10
Certificate re Initial Period**



The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchase under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of the Owners - Strata Plan No 96243... was affixed on [^] 09/07/2018..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: William Mariano Name: WILLIAM MARIANO Authority: STRATA MANAGER

Signature: Name: Authority:

[^] Insert appropriate date
 * Strike through if inapplicable

**Approved Form 11
Certificate of Owners Corporation**



Agreeing to Schedule of Unit Entitlement

The owners corporation certifies that on [^] 03/04/2018... it passed a special resolution agreeing to each unit entitlement and the aggregate unit entitlement shown in the schedule attached to this certificate.

The seal of the Owners - Strata Plan No 96243... was affixed on [^] 09/07/2018... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: William Mariano Name: WILLIAM MARIANO Authority: STRATA MANAGER

Signature: Name: Authority:

[^] Insert appropriate date

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Registered: 30.8.2018	SP97286	

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*

Approved Form 12
Certificate of Owners Corporation
Agreeing to Subdivision



The owners corporation certifies that on ^...03/04/2018..... it passed:

- *~~a special resolution agreeing to the proposed subdivision, which involves common property, illustrated on the plan herewith~~
- *a resolution agreeing to the proposed subdivision, which does not involve common property, illustrated on the plan herewith

The seal of the Owners - Strata Plan No 96243..... was affixed on ^...04/07/2018..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: *William Manuam* Name: William Manuam Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date
 * Strike through if inapplicable

EXECUTED BY
 GREENLAND (SYDNEY)
 GEORGE STREET DEVELOPMENT PTY LTD
 ACN 168 585 573
 IN ACCORDANCE WITH SECTION 127
 OF CORPORATIONS ACT :

Xiaohua Luo

 SIGNED DIRECTOR
Xiaohua Luo

 PRINT NAME

Xinmei Wang

 SIGNED DIRECTOR/SECRETARY
Xinmei Wang

 PRINT NAME

Lodger Details

Lodger Code 505127H
Name BANNERMANS, LAWYERS
Address L 2, SE 1, 65 BERRY ST
NORTH SYDNEY 2059
Lodger Box 1W
Email PZHANG@BANNERMANS.COM.AU
Reference 23996

Land Registry Document Identification

AV503585

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP96243	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96243
Other legal entity

Meeting Date

29/09/2025

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-law 5

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP96243

Signer Name CONRAD PETER GORNIK

Signer Organisation DAVID SUTHERLAND BANNERMAN

Signer Role PRACTITIONER CERTIFIER

Execution Date 10/10/2025

Form: 15CH
 Release: 2.3

**CONSOLIDATION/
 CHANGE OF BY-LAWS**
 New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

**Strata Schemes Management Act 2015
 Real Property Act 1900**

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

(A) TORRENS TITLE

For the common property CP/SP96243

(B) LODGED BY

Document Collection Box 6326J	Name Company Address E-mail Contact Number Customer Account Number (IF APPLICABLE) Reference	CODE CH
---	---	-----------------------

- (C) The Owner-Strata Plan No. 96243 certify that a special resolution was passed on 29/9/2025
- (D) 1. pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY-LAW 5
 Amended by-law No. NOT APPLICABLE
 as fully set out below :
 See attached annexure.
 See special by-law 5 on page 40.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "X".

(G) The seal of The Owners-Strata Plan No. 96243 was affixed on 9/10/2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 
 Name : Timothy Gregory Sara
 Authority : Strata Managing Agent
 Signature : _____
 Name : _____
 Authority : _____



ANNEXURE "X"

Plan 96243

**By-Law 1
 Definitions and interpretation**

1.1 Statutory definitions

In this instrument, unless the context clearly indicates otherwise, a word or expression has the meaning given to it in the Strata Management Act if it is:

- a. defined in that act; and
- b. used but not defined in this instrument.

1.2 Further definitions

The meanings of the terms used in this instrument are set out below.

Advertising	any sign, placard, banner, notice or other marketing material.
Affected Common Property	the meaning given to that term in by-law 19.5.
Air Conditioner Compressor	any air conditioner compressor servicing a Lot which is located on the top floor of the Building.
Authority	any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, statutory y or other authority, tribunal, agency or entity, or the local council.
Balcony	the areas shown on the Strata Plan as being a balcony or any other area generally considered to have the attributes of a balcony (such as a terrace or courtyard) as determined by the Strata Committee.
Building	each of the buildings constructed on the Land and known as Leichhardt Green presented by Greenland, 22 George Street, Leichhardt, NSW, 2040.
Building Manager	the meaning given to that term in by-law 27.
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney, NSW.
Car Wash Bays	the car wash bays located on the Common Property.
Committee	the meaning given to that term in the Strata Management Statement.
Common Property	the common property in the Strata Scheme.
Developer	Greenland (Sydney) George Street Development Pty Ltd ACN 168 585 573 or any agent or representative appointed by the Developer.
Embedded Network	means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes associated equipment and fittings located within the Common Property.
	may include but are not limited to the supply of: <ul style="list-style-type: none"> 1. water; 2. water treatment or services;



Embedded Network Services	<ol style="list-style-type: none"> 3. energy or power; 4. gas; 5. telecommunications; or 6. air conditioning.
Embedded Network Supplier	means an entity that supplies an Embedded Network Service.
Garbage Rooms	the garbage rooms located on the Common Property of the Building.
Garbage Chute System	the system connected to the garbage chutes in the Building and any plant, pipes, wires, cables, ducts, plates, pumps associated with that garbage chute system.
Initial Period	has the same meaning as it does in the Strata Management Act.
Initial Period Restrictions	means the restrictions on the powers of owners corporations pursuant to section 26 of the Strata Management Act.
Invitee	any person on the Strata Parcel with the express or implied consent of the Owner or Occupier.
Land	lot 1 and 2 in DP 1234537 being the land that is the subject of the Strata Scheme.
Lot	a lot in the Strata Plan.
Maintain and Maintenance	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.
Major Building Works	<p>any work of a building or construction nature where the work will penetrate affect or alter the Common Property in any way, including:</p> <ol style="list-style-type: none"> 1. the installation of a toilet, basin or other plumbing items (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 2. the installation of a bathroom, kitchen or other items forming part of the general fit out of a Lot (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 3. the alteration or removal of non-structural walls in a Lot; 4. the creation of openings in non-structural Common Property walls between 2 Lots owned by the same Owner; 5. the installation of any fixed or permanent awning or other sun or weather shading device, including Retractable Blinds (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 6. the construction or installation of any work (including a wall) within a Lot, or on the boundary between 2 Lots owned by the same Owner; and

	7. work involving structural changes.
Make Good	the obligation of an Owner to make good the Affected Common Property Area to the reasonable satisfaction of the Owners Corporation. For the avoidance of doubt, this includes restoring the concrete slab to its original condition as at the date prior to the installation of the bollard.
Minor Building Works	any work of a building or construction nature which will not penetrate, affect or alter the Common Property in any way.
Occupier	<ol style="list-style-type: none"> 1. a lessee; 2. a licensee; or 3. other person, not being an Owner, lessee or licensee that is in lawful occupation, <p>of a Lot.</p>
Owner	<ol style="list-style-type: none"> 1. a person registered or entitled to be registered as proprietor; 2. a mortgagee in possession; or 3. a covenant chargee in possession, <p>of a Lot.</p>
Owners Corporation	the owners corporation created upon registration of the Strata Plan.
Recreation Facilities	the areas of the Common Property designated as recreational facilities in the Building or on the Land for use by the Owners and Occupiers of the relevant Lots and their Invitees.
Refurbish	<p>includes but is not limited to any of the following:</p> <ol style="list-style-type: none"> 1. the treatment of Common Property by painting, staining or polishing, as applicable or otherwise; 2. the replacement of any floor covering in Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and 3. the replacement of loose furnishings and chattels which are worn or damaged and in need of replacement.
Representative	a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Committee.
Retractable Blinds	<p>blinds which:</p> <ol style="list-style-type: none"> 1. have an electrical and automatic retracting mechanism; and 2. are consistent with the design of the Building (including the colour scheme) as determined by the Owners Corporation in its absolute discretion.
Rules	the meaning given to that term in by-law 25.1 .

Security Key	a key, card, fob, proximity reader or other device used to open and close doors, gates and other means of regulating ingress and egress into and out of the Building or to the Strata Parcel.
Selling and Leasing Activities	selling and leasing activities in, on and about the Land, the Building and the Common Property undertaken by the Developer.
Shared Facilities	the meaning given to that term in the Strata Management Statement.
Strata Committee	the meaning given to that term in the Strata Management Act.
Strata Management Act	the <i>Strata Schemes Management Act 2015</i> (NSW).
Strata Management Statement	the strata management statement having effect in relation to the Strata Parcel, including any rules made under it.
Strata Manager	a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
Strata Parcel	the Land the subject of the Strata Scheme.
Strata Plan	the strata plan with which this instrument is registered.
Strata Scheme	the strata scheme created on registration of the Strata Plan.
Substitute Representative	a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Committee if its Representative cannot attend.
Vehicle	any passenger vehicle that has a height no greater than 2.1 metres which can be parked wholly within an Australian Standards compliant car space, including a car, utility, motorbike, boat, and bicycle and also includes any trailer related to the relevant vehicle.

1.3 Interpretation

In this instrument unless the context clearly indicates otherwise:

- a. a reference to a person includes any company, partnership, joint venture, corporation or other body corporate and any Authority, the Committee, an owners corporation, any other organisation or legal entity as well as an individual;
- b. a reference to a person includes their personal representatives, successors and assigns;
- c. a reference to a corporation includes its successors and assigns;
- d. a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority,
- e. 'including' and 'includes' are not words of limitation;
- f. the words 'at any time' mean 'at any time and from time to time';
- g. the word 'vary' includes 'add to, delete from and cancel';

- h. a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- i. a reference to a by-law, clause, paragraph, schedule, attachment or annexure is a reference to a by-law, clause, paragraph, schedule, attachment or annexure of or to this instrument;
- j. a reference to a document is a reference to a document of any kind, including a plan;
- k. a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- l. a reference to a time is to that time in Sydney;
- m. if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- n. a requirement to do any thing includes a requirement to cause that thing to be done;
- o. a word that is derived from a defined word has a corresponding meaning;
- p. the singular includes the plural and vice-versa;
- q. words importing one gender include all other genders;
- r. a reference to a thing includes each part of that thing; and
- s. an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4 Headings and table of contents

By-law headings and the table of contents are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

- a. Any notice, demand, approval, request or communication under this instrument must be in writing.
- b. For the avoidance of doubt, the Owners Corporation may serve notices under this instrument by email or other electronic means of communication.

1.6 Consents by the Owners Corporation

- a. Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.
- b. The Owners Corporation may revoke its consent (acting reasonably) at its option.
- c. The operation of this by-law 1.6 is subject to specific rights under any other by-law.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and

address it to the Strata Manager.

By-Law 2 Noise

An Owner or Occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

By-Law 3 Standing and parking vehicles

3.1 On Common Property

An Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) on Common Property except with the prior approval of the Owners Corporation.

3.2 Visitor and disability parking and Invitees

- a. Without limiting by-law 3.1, an Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) in any visitor parking space, car share space, disability parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot or a car share Vehicle in a car share space allocated for that Vehicle) within the Strata Parcel.
- b. An Invitee of an Owner, Occupier or Owners Corporation:
 1. may stand or park any Vehicle in any visitor parking space that comprises Common Property; and
 2. subject to by-law 3.2(b)(1), must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot or a car share Vehicle in a car share space allocated for that Vehicle) within the Strata Parcel.
- c. An Invitee of an Owner or Occupier may not stand or park any Vehicle in any visitor parking space as permitted under by-law (b) for longer than 24 hours within any 7 day period.

3.3 Bicycles

- a. An Owner or Occupier may only use those parts of the Common Property shown on the Strata Plan as bicycle spaces within the Common Property for the purpose of the parking of non-motorised bicycles.
- b. The use of bicycle spaces within the Common Property is conditional on an adequate space being available. If a space is not available the Owner or Occupier must store the non-motorised bicycle or bicycles within the relevant Owner's Lot or storage space for the relevant Lot.
- c. The Owners Corporation may request that Owner or Occupier remove their non-motorised bicycle or non-motorised bicycles if in its reasonable opinion the Owners Corporation believes that the Owner or Occupier is not actively using the space.
- d. If an Owner or Occupier is notified under by-law 3.3(c) to remove their non- motorised bicycle the Owner or Occupier must remove the non-motorised bicycle within 5 Business Days from the bicycle spaces within the Common Property .
- e. If an Owner or Occupier, after notice provided under by-law 3.3(d), consistently fails to comply with matters set out in by-law 3.3 then the Owners Corporation may terminate the right of that owner or occupier to use those parts of the Common Property shown on the Strata Plan as bicycle spaces within the Common Property and may remove the Owner's or Occupier's non-motorised bicycle or non-motorised bicycles from the Common Property and store them at the Owner's or Occupier's cost.

- f. An Owner or Occupier must not permit any non-motorised bicycle to be brought into any part of the Common Property including the foyers, lifts, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time, except where the non-motorised bicycle is being directly transported for the purpose of being stored within:
 - 1. an Owner or Occupier's Lot or any storage space or car parking area affiliated with such Lot; or
 - 2. any area allocated for Invitees to the Building to store or park their non-motorised bicycles.
- g. An Owner or Occupier may not ride or transport non-motorised bicycles on any driveway ramps in the Building or to or from the street level and the basement car park levels of the Building.
- h. Non-motorised bicycles that are in a state of disrepair (being non-motorised bicycles that are not fit for use) must not be stored on those parts of the Common Property shown on the Strata Plan as bicycle spaces within the Common Property.
- i. An Owner or Occupier is responsible for locking and securing any non-motorised bicycle stored on those parts of the Common Property shown on the Strata Plan as bicycle spaces within the Common Property.
- j. Any Owner or Occupier who stores any non-motorised bicycle on those parts of the Common Property shown on the Strata Plan as 'bicycle spaces within the Common Property' does so at their own risk.
- k. By-law 3.3(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority to the proposed amendment.

By-Law 4

Car wash bays

- a. The Car Wash Bays may only be used:
 - 1. for washing of a Vehicle; and
 - 2. between the hours of 6.00am and 9.00pm or such other hours as nominated from time to time by the Owners Corporation.
- b. All Owners and Occupiers must:
 - 1. comply with all relevant laws and with any rules made by the Owners Corporation in respect of the Car Wash Bays from time to time; and
 - 2. leave the Car Wash Bays in a clean and tidy condition and remove all rubbish after use.
- c. No Vehicle may be parked in a Car Wash Bay (other than for the purposes of car washing).
- d. No pressure washing of a Vehicle is permitted in the Car Wash Bays.
- e. A Vehicle must not be left in the Car Wash Bays unattended.

By-Law 5

Obstruction of common property

- a. An Owner or Occupier must not, and must not allow its Invitees to obstruct or allow the obstruction of the legal use of Common Property by any person without the prior approval of the Owners Corporation.
- b. An Owner or Occupier must not, and must not allow its Invitees to, leave anything on the Common Property including items such as rubbish, shopping trolleys, packaging materials, and anything destined for delivery to a Lot, Owner or Occupier, except as otherwise permitted under these by-laws or with the prior approval of the Owners Corporation.

By-Law 6

No damage to plants on common property

An Owner or Occupier must not, except with the prior approval of the Owners Corporation damage any tree, shrub, plant or flower on Common Property.

By-Law 7

No damage to common property

7.1 Not to cause damage

An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

7.2 No additions to Common Property

An approval given by the Owners Corporation under by-law 7.1 cannot authorise any additions to Common Property.

7.3 Security, decorations, painting etc.

Subject to by-laws 7.4 and 7.5, this by-law 7 does not prevent an Owner or person authorised by an Owner from:

- a. installing any locking or other safety device (including peepholes) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
- b. installing any structure or device to prevent harm to children;
- c. installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot; or
- d. painting, staining or polishing, as applicable, the internal surfaces of the walls in the Owner's Lot.

7.4 Security devices

An Owner or Occupier must obtain the prior consent of the Owners Corporation before installing any locking or other safety device, screen, structure or device referred to in by-laws 7.3(a), 7.3(b) and 7.3(c), and without limiting any conditions that may be imposed by the Owners Corporation, each of those items must:

- a. be installed in a competent and proper manner;
- b. in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation;
- c. comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and
- d. have an appearance after it has been installed in keeping with the appearance of the rest of the Building.

7.5 Owner to Maintain

- a. Despite section 106 of the Strata Management Act, the Owner of a Lot must:
 1. Maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 7.3 that forms part of Common Property and that services that Lot; and
 2. repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 7.3 that forms part of Common Property and that services that Lot.

- b. In the event of any failure by the Owner or Occupier of a Lot to comply with any provision of by-law 7.5, then the Owners Corporation will be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of such failure. Such additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

7.6 Operation of by-law

The operation of this by-law 7 is subject to specific rights under any other by-law.

By-Law 8 Behaviour of owners and occupiers

8.1 No offensive behaviour

While within the Strata Parcel or the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to:

- a. cause offence or embarrassment to another Owner or Occupier or to any other person lawfully on the Strata Parcel or in the Building; or
- b. detrimentally affect the amenity of the neighbourhood surrounding the Building.

8.2 No illegal or immoral purpose

- a. An Owner or Occupier must not do anything, or use the Lot for any purpose, that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.
- b. For the purpose of this by-law 8.2 "immoral purpose" includes the use of any Lot:
 1. to house sex workers;
 2. as a brothel;
 3. as a massage parlour (remedial or otherwise); and
 4. for the dispensation of restricted substances, including pharmaceuticals and homeopathic medicines.

8.3 No smoking

An Owner or Occupier must not:

- a. smoke tobacco or any other substance while on Common Property; and
- b. cause or allow smoke from tobacco or any other substance to enter the Common Property or any other Lot.

8.4 No skateboards etc.

An Owner or Occupier on Common Property must not use or ride a skateboard, roller blades or any other similar means of transport on the Strata Parcel.

By-Law 9 Children playing on common property

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or the Strata Parcel or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, lift, car parking area, swimming

pool or other area of possible danger or hazard to children.

By-Law 10

Owners and occupiers are responsible for invitiees

10.1 Reasonable steps

An Owner or Occupier must take all reasonable steps to ensure that each Invitee of the Owner or Occupier:

- a. complies with these by-laws and any applicable Rules;
- b. leaves the Strata Parcel if the Invitee does not comply as required under by-law 10.1(a); and
- c. does not do anything an Owner or Occupier is not itself entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Strata Parcel.

10.2 Tenants

If an Owner or Occupier leases or licenses its Lot, or part of its Lot, the Owner or Occupier:

- a. must give the tenant or licensee a copy of these by-laws and any applicable Rules;
- b. must take reasonable steps to ensure the tenant or licensee and any Invitees comply as required by by-law 10.1(a) or leave the Strata Parcel;
- c. must take all action reasonably available to it, including action under the lease or licence agreement, to ensure the tenant or licensee and any Invitees comply as required by by-law 10.1(a) or leave the Strata Parcel; and
- d. remains responsible at all times for the acts or omissions of any lessee or licensee of its Lot.

10.3 Invitees to be accompanied

An Owner or Occupier must accompany its Invitees whilst in the Building at all times other than when those Invitees are entering or leaving the Building or the Strata Parcel.

By-Law 11

Waste disposal

11.1 Depositing waste and other material on Common Property

Subject to this by-law 11 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

11.2 Garbage Rooms

- a. An Owner or Occupier may access and use the Garbage Rooms.
- b. Each residential floor of the Building has garbage chutes fitted with a Garbage Chute System to divert and discharge garbage and recyclable materials into separate bins at the base of each chute.
- c. An Owner or Occupier may dispose of garbage and waste (other than recyclable materials and animal waste) in:
 1. the garbage chutes located on each residential floor of the Building, subject to the Owner or Occupier using the Garbage Chute System to divert the garbage and waste into the bins allocated for garbage and waste located at the base of the chute; and

2. the bins allocated for garbage and waste located in the Garbage Rooms determined from time to time by the Owners Corporation.
- d. An Owner or Occupier may dispose of recyclable material in:
1. the garbage chutes located on each residential floor of the Building, subject to the Owner or Occupier using the Garbage Chute System to divert the recyclable material into the bins allocated for recyclable material located at the base of the chute; and
 2. the bins allocated for recyclable material located in the Garbage Rooms determined from time to time by the Owners Corporation.
- e. Animal waste must not be disposed of in the Garbage Rooms or placed in the garbage chutes unless the animal waste is securely and appropriately bagged.
- f. Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

11.3 Owners Corporation obligations

- a. The Owners Corporation is responsible for:
1. procuring the collection of garbage and recyclable materials from the Garbage Rooms; and
 2. procuring the cleaning and Maintenance of the garbage chutes, the Garbage Chute System and all bins located in the Garbage Rooms.
- b. Cleaning and Maintenance of the Garbage Chute System must be in accordance with the manufacturers guidelines for cleaning and Maintenance of the Garbage Chute System.

11.4 Garbage Collection

- a. The Owners Corporation and each Owner and Occupier acknowledges that the local council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the Garbage Rooms.
- b. Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

11.5 Owner and Occupier obligations

An Owner or Occupier must:

- a. comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;
- b. drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in the Garbage Rooms or in the appropriate receptacle;
- c. not put in a garbage chute:
 1. bottles or glass;
 2. liquids;
 3. items that weigh more than 2.5 kilograms; or
 4. boxes or other items that might block the garbage chute;
- d. safely and securely wrap all broken glass before placing it in the appropriate area in a garbage room or in the appropriate receptacle;
- e. drain and clean bottles and make sure they are not broken before placing them in the appropriate area in the Garbage Rooms or in the appropriate receptacle;

- f. contact the Building Manager or, if there is no Building Manager, the Strata Manager to arrange (at the cost of the Owner or Occupier) removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous; and
- g. not leave waste on Common Property other than in the appropriate area in the Garbage Rooms or in the appropriate receptacle.

11.6 Waste associated with Major Building Works and Minor Building Works

Despite the other provisions of this by-law 11, the Owner or Occupier must arrange for the removal of all waste associated with any Major Building Works or Minor Building Works and must not leave any waste associated with any Major Building Works or Minor Building Works in the Common Property, including the Garbage Rooms.

11.7 In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

By-Law 12 Hanging of washing and other items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of its Lot or on Common Property in such a way as to be visible from outside the Lot.

By-Law 13 Cleaning windows, louvres and doors

13.1 Cleaning of glass surfaces and louvres

Except in the circumstances referred to in by-law 13.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors and any louvres on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

13.2 Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors and any louvres that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

By-Law 14 Storage of inflammable liquids and other substances and materials

14.1 General prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store on the Strata Parcel any inflammable chemical, liquid, gas or other material.

14.2 Limited exceptions

Subject to by-law 18.4, this by-law 14 does not apply to:

- a. chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to a maximum size of 9kg; or
- b. any chemical, liquid, gas or other material in a fuel tank of a Vehicle or internal combustion engine.

By-Law 15

Moving furniture and other objects on or through common property

15.1 Moving goods

An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building or the Strata Parcel except in accordance with this by-law 15 and only after sufficient notice has first been given to the Strata Committee or the Building Manager, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any invitees) does so.

15.2 Preparation

Before an Owner or Occupier (or any invitees of the Owner or the Occupier of a Lot) moves any goods and equipment, furniture or large objects through or on Common Property within the Building or the Strata Parcel (“**Removals**”), the Owner or Occupier must make arrangements with the Strata Committee or the Facilities Manager in writing within a reasonable time (at least 48 hours) before Removals are carried out: -

- a. to book the lift;
- b. to ensure that lift covers are in place;
- c. to give notice of any necessary security arrangements; and
- d. to notify any representative of the Owners Corporation (if considered necessary).

15.3 Permitted hours

Removals may only be carried out on Monday to Saturday between the hours of 8.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time.

15.4 Owner or occupier obligations

An Owner or Occupier of a Lot must ensure that:

- a. all Removals are to be carried out in the lift booked with the Strata Committee or the Building Manager; and
- b. all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Parcel and its surrounds; and
- c. all Removals are transported in the manner reasonably directed by the Strata Committee or the Building Manager; and
- d. all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building or the Strata Parcel designated for such purposes.

15.5 Damage

In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this by-law 15, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner of that Lot all the Owners Corporation’s costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

15.6 Definitions

For the purposes of this by-law 15, “goods and equipment” includes construction materials, construction equipment and the like.

By-Law 16

Floor coverings

16.1 Floor coverings

An Owner or Occupier of a Lot must:

- a. not replace or remove any flooring in the Lot (including but not limited to flooring comprising timber, parquetry, marble, stone or other hard surface extant at the date of registration of this by-law) without the prior written consent of the Owners Corporation; and
- b. ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

16.2 Replacement

In the event that an Owner or Occupier of a Lot wishes to replace or remove any existing flooring in the Lot with another type of flooring (other than carpet), the Owner acknowledges and understands that the minimum standard to be achieved for any such floor finish must be the current minimum standard prescribed under the Building Code of Australia as amended from time to time. Further, an Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of flooring with the prior written consent of the Owners Corporation, to demonstrate compliance with this by-law.

16.3 Exceptions

This by-law 16 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 17

Keeping of animals - REPEALED

Repealed and replaced with Special by-law 3.

By-Law 18

Appearance of lot

18.1 Externally visible items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

18.2 Windows and glass doors

- a. Subject to by-law 18.2(c), an Owner or Occupier must not without the prior approval of the Owners Corporation and any relevant Authority affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony forming part of a Lot.
- b. Any window or glass door which is visible from the outside of the Lot must display a block out blind or curtain to the exterior of the relevant window or glass door. Any colour internally is acceptable but the backing of the blind or curtain visible from outside the Lot must be white or cream. Vertical blinds are not permitted.
- c. By-law 18.2(a) does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

18.3 Balconies

Without limiting by-law 18.1, an Owner or Occupier:

- a. must not erect any walls, barriers or similar items, or create by any other means an enclosure around the Balcony of the relevant Lot;
- b. must ensure that any balcony furniture for the relevant Lot is of an appropriate design so as not to cause damage to any other property or other Lot or Common Property (including by being blown by wind onto or into another Lot);
- c. must ensure that any balcony furniture for the relevant Lot is of a quality and design consistent with the standard of the Building and any colour codes and landscaping codes adopted by the Owners Corporation from time to time;
- d. must not use the Balcony for the relevant Lot as a storage space;
- e. must not place any item on the Balcony that would pose a climbing hazard;
- f. may only use a gas barbeque of a type referred to in by-law 18.4 or as prescribed by the Owners Corporation from time to time, and between the hours of 9.00am to 10.00pm or during other hours approved by the Owners Corporation; and
- g. must not, when using a barbeque on the relevant Lot, unreasonably interfere with the use of and enjoyment of any other Lot by any other Owner or Occupier.

18.4 Barbeques

- a. An Owner or Occupier may store and operate a portable covered gas barbeque on the Balcony of a Lot if:
 1. it is a type permitted under this by-law 18;
 2. it will not or is not likely to cause damage;
 3. it is not or is not likely to become dangerous;
 4. does not cause smoke emission that disturbs the peaceful enjoyment of another Owner or Occupier;
 5. the Owner or Occupier keeps it covered when it is not in operation;
 6. the Owner or Occupier keeps it clean and tidy; and
 7. the Owner or Occupier complies with this by-law 18.
- b. In order to comply with the Building Code of Australia, Owners and Occupiers of a Lot which includes a Balcony may be prohibited from using a barbeque.

18.5 Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install on the Strata Parcel any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

18.6 Interference

An Owner or Occupier must not operate from the Strata Parcel any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

By-Law 19

Use of lot

19.1 Notification

An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

19.2 Restrictions on occupancy

An Owner or Occupier must not:

- a. permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:
 1. 6 persons, in the case of a Lot with 3 or more bedrooms;
 2. 4 persons, in the case of a Lot with 2 bedrooms; or
 3. 2 persons, in the case of a Lot with 1 bedroom; or
- b. permit more than 2 persons (excluding children) to occupy any bedroom; or
- c. permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom.

19.3 Use of car parking area

If the Lot comprises an area for car parking, that area must be used only for the purpose of parking a Vehicle related to residence in that Lot and must not be used as an area for storage of any other items.

19.4 Lattices or grilles

- a. Subject to by-law 19.4(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).
- b. By-law 19.4(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.
- c. Each Owner of a Lot with a screening device as described in this by-law 19.4:
 1. agrees that the relevant screening device does not form part of the Common Property; and
 2. must Maintain and keep in a state of good and serviceable repair the screening device.

19.5 No enclosing car parking

- a. Subject to by-law 19.5(b), by-law 19.5(c) and by-law 19.5(d), an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area without the consent of the:
 1. Owners Corporation; and
 2. the Inner West Council (or any Authority that may replace it or perform substantially the same function as it).
- b. The relevant Owner or Occupier must Maintain the works permitted under by-law 19.5(a) to the reasonable satisfaction of the Owners Corporation.
- c. If the installation of the works permitted under by-law 19.5(a) penetrates, affects or alters the Common Property (**Affected Common Property Area**) in any way, then the Owner must Make Good the Affected Common Property Area if the relevant Owner or Occupier removes the works permitted under by-law

19.5(a) from the Affected Common Property Area at any time.

- d. By-law 19.5(a) does not apply to Lots whose car parking areas, as at the date of registration of the Strata Plan, were enclosed with screening devices and were installed with remote controlled garage doors.

19.6 Use of storage space

- a. An Owner or Occupier may, with the prior approval of the Owners Corporation, install power points and additional lighting to the storage space component of the relevant Lot.
- b. In giving its consent under by-law 19.6(a) the Owners Corporation may impose reasonable conditions, including requirements for the Owner and Occupier to comply with the requirements of any Authority and including a requirement for the storage space to be connected to the electricity meter for the relevant Lot.

19.7 No leasing etc

- a. An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing in the Owner's or Occupier's Lot.
- b. By-law 19.7(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority to the proposed amendment.

19.8 Permitted use

Nothing in this by-law 19 should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of the local council and with all relevant and competent Authorities, and in accordance with these by-laws.

19.9 Residential use only

An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any use other than as residential premises.

By-Law 20 Recreation facilities

- a. A person must not use the Recreation Facilities unless that person is an Owner or an Occupier or an Invitee of an Owner or Occupier who is an adult and who is present in the Recreation Facilities at the time as its Invitee.
- b. The Recreation Facilities must only be used during the hours nominated by the Owners Corporation from time to time as displayed at the entry to the Recreation Facilities.
- c. Children under the age of 14 years may only use the Recreation Facilities when accompanied and supervised by an adult.
- d. Glass objects (including drinking glasses), food and sharp objects are not permitted in the Recreation Facilities, other than any areas designated for food preparation and service.
- e. No plant or equipment within the Recreation Facilities can be interfered with, operated or adjusted, except with the approval of the Owners Corporation.
- f. All users of the Recreation Facilities must abide by any rules established by the Strata Committee in respect of the Recreation Facilities.

By-Law 21 Insurance premiums

21.1 Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

21.2 Increased premium

If pursuant to by-law 21.1 an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

- a. pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and
- b. comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 21.1.

By-Law 22 Carrying out major building works and minor building works

22.1 Permitted Major Building Works- conditions

If an Owner or an Occupier (with the Owner's prior approval) wishes to carry out Major Building Works on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Works (Affected Common Property), the following conditions apply:

- a. each of the Owner and the Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Major Building Works contemplated by this by-law 22 and the use of the result of the Major Building Works;
- b. the Owner and the Occupier must ensure that neither the carrying out of the Major Building Works nor the use of the result of the Major Building Works;
 1. damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 2. damages or interferes with a wall or any other boundary between Lots; or
 3. voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;
- c. if any exhaust system is to be installed, other than any exhaust system installed at the date of registration of the Strata Plan, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and
- d. the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

22.2 Obligations on Owner or Occupier

An Owner or an Occupier desiring to exercise rights under this by-law 22 must:

- a. before doing any Major Building Works:
 1. obtain from the Owners Corporation a registered by-law conferring a common property rights by-law in respect of the Affected Common Property on the Owner or Occupier (if applicable), in

accordance with Division 2 of Part 7 of the Strata Management Act;

2. pay all costs of the Owners Corporation in relation to obtaining a common property rights by-law under by-law 22.2(a)(1), including but not limited to fees for legal services in relation to the drafting of the by-law and fees for registration of the amended by-laws at Land and Property Information NSW;
 3. ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager, where service lines, pipes and conduits are located;
 4. arrange with the Building Manager or, if there is no Building Manager, the Strata Manager, suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Work;
 5. if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Works will not have any adverse effect on Common Property or any Lot;
 6. if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Major Building Works to be carried out; and
 7. provide copies of all relevant Authority approvals required by law to the Owners Corporation;
- b. comply with the reasonable requirements of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager, about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;
 - c. only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;
 - d. ensure that tradespeople and any persons involved in doing the Major Building Works comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager, about the times and means by which access to the Lot is obtained and the Major Building Works is carried out;
 - e. not damage Common Property, including service lines, pipes or conduits or interfere with, or interrupt them or any of them;
 - f. do the Major Building Works properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;
 - g. repair any damage caused to Common Property or the property of another Owner or Occupier;
 - h. cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and
 - i. at the completion of the Major Building Works, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the Major Building Works nor the use of the result of the Major Building Works has:
 1. damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and
 2. detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

22.3 Owners Corporation may prescribe

The Owners Corporation may, for the purposes of this by-law 22 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Works.

22.4 Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

22.5 Minor Building Works

An Owner or Occupier must not carry out Minor Building Works within its Lot unless the relevant Owner or Occupier:

- a. obtains the prior written consent of the Owners Corporation; and
- b. ensures that any damage caused by carrying out the Minor Building Works under this by-law 22.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

and by-laws 22.2(a)(5), 22.2(a)(6), 22.2(a)(7), 22.2(c), 22.2(h) and 22.2(i) apply with the necessary changes.

By-Law 23 Refurbishment of common property

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

By-Law 24

Owners corporation may carry out works

24.1 Owners Corporation rights

- a. The Owners Corporation may do anything on or in a Lot:
 1. which should have been done under these by-laws but has not been done or has not been done properly;
 2. to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; and recover any costs associated with carrying out works under these by-laws from the Owner; or
 3. to gain access to Common Property for any reasonable purpose (including to clean and Maintain any part of the Building).
- b. If by-law 24.1(a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
 1. enter and remain on the Lot for as long as is necessary; and
 2. recover any costs associated with carrying out works under these by-laws from the Owner.
- c. The Owners Corporation must indemnify the relevant Owner from and against claims, demands and liabilities of any kind to the extent it arises from damage to any property or death of or injury to any person caused by the exercise by the Owners Corporation of the rights conferred by this by-law 24.1.

24.2 Notice

An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and Maintain the Strata Scheme so long as:

- a. reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
- b. the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

24.3 Strata Management Act

By-laws 24.1 and 24.2 are in addition to the powers of the Owners Corporation under the Strata Management Act.

By-Law 25 Rules

25.1 Owners Corporation may make Rules

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 25 to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (Rules). The Rules may include colour codes and landscaping codes that apply to anything visible from outside the Lot, including any Balcony.

25.2 Variation

The Owners Corporation may vary Rules at any time.

25.3 Inconsistency

If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

25.4 Binding

Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

By-Law 26 Strata management statement

26.1 Compliance

An Owner or Occupier must comply with the provisions of the Strata Management Statement.

26.2 Breach

A breach of the Strata Management Statement by an Owner or Occupier is considered a breach of these by-laws.

26.3 Not to cause breach

An Owner or Occupier must not do anything that would cause the Owners Corporation to be in breach of any term of the Strata Management Statement.

26.4 The Committee

- a. The Owners Corporation is a member of the Committee.
- b. The Strata Committee may:
 1. appoint a Representative and Substitute Representative for the Committee; and
 2. terminate the appointment of the Representative or Substitute Representative at any time.

26.5 Strata Manager

When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Committee.

By-Law 27

Agreement with building manager

In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this by-law 27 to appoint and enter into an agreement with an appropriately qualified person (**Building Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

By-Law 28

Advertising

28.1 Prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel, including any "for sale" or "for lease" signage.

28.2 Exception for Developer

The Developer may, without obtaining the approval of the Owners Corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Developer is the Owner or Occupier, in connection with Selling and Leasing Activities.

28.3 Developer obligations

In erecting, displaying, affixing or exhibiting Advertising in accordance with by-law 28.2, the Developer must:

- a. use reasonable endeavours to ensure that other Owners or Occupiers are caused as little inconvenience as is reasonably practicable;
- b. cause any damage resulting from the Advertising to be repaired on a timely basis and in a good and workmanlike manner; and
- c. comply with all requirements of any Authority in respect of erecting, displaying, affixing or exhibiting Advertising under by-law 28.2

28.4 Display unit

The Developer may, without obtaining the approval of the Owners Corporation, use any Lot of which the Developer is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

By-Law 29

Work, health and safety

29.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

29.2 Included matters

This by-law 29 refers to matters like:

- a. safe balustrade heights;
- b. safe driving in car parks; and
- c. weight and positioning of planters on balconies.

29.3 Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 29 it should discuss those concerns with the Strata Manager or Building Manager if one has been appointed.

By-Law 30

Shared facilities

30.1 Shared Facilities

Some items of Common Property are Shared Facilities. The Owners Corporation authorises the Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of that Common Property.

30.2 Committee access to a Lot

The Owners Corporation and each Owner and Occupier authorises the Committee to exercise its right to enter a Lot or the Common Property in accordance with the Strata Management Statement to operate, inspect, test, treat, use, Maintain or replace a Shared Facility located on a Lot or to access a Shared Facility through a Lot if no alternative access is available.

By-Law 31

Provision of amenities or services

31.1 Determination

The Strata Committee may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- a. security;
- b. services;
- c. window cleaning;
- d. garbage disposal and recycling services;
- e. electricity, water or gas supply;
- f. telecommunication services (for example, cable television); and
- g. any other amenities or services deemed appropriate by the Owners Corporation.

31.2 Amounts payable

If the Strata Committee determines to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the determination the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which it will provide the amenity or service.

By-Law 32

Security

32.1 Owners Corporation responsibility

The Owners Corporation must take reasonable steps to stop intruders coming into the Building.

32.2 Security systems

The Owners Corporation may install and operate in the Common Property audio-visual security cameras and other audio-visual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and Maintenance of such equipment.

32.3 No interference

An Owner or Occupier must not:

- a. interfere with the security equipment installed by the Owners Corporation; or
- b. do anything that might prejudice the security or safety of the Building or its occupants.

32.4 Security doors

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

By-Law 33

Fire safety

33.1 Prevention

The Owners Corporation must take reasonable steps to prevent fires and other hazards.

33.2 Comply with laws

The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

- a. not interfere with fire safety and control devices and equipment within a Lot or on Common Property, including without limitation painting over or otherwise interfering with any fire or smoke detectors installed within a Lot;
- b. at all reasonable times, provide access to their Lot to the Owners Corporation (or to contractors engaged by it) for the purposes of inspection, Maintenance, repair or replacement of any fire safety and control devices and equipment located in, or accessible only from within, the Lot;
- c. not obstruct any fire stairs or fire escapes in the Building;
- d. take reasonable care to make sure that fire and security doors are locked or closed when not in use; and
- e. otherwise comply with all laws and the requirements of the local council and any other relevant and competent authority regarding fire regulations.

33.3 Equipment

In order to carry out the above matters and any of its other obligations, the Owners Corporation may:

- a. install and operate fire safety and control devices and equipment; and
- b. make arrangements with third parties about the installation, Maintenance and operation of such fire safety and control devices and equipment.

33.4 Cost Recovery

Without limiting the foregoing, in the event of any failure by the Owner or Occupier of a Lot to comply with any provision of by-law 33.2, then the Owners Corporation will be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of such failure. Such additional costs will be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

33.5 Emergency plan

Within 2 months from the date of registration of these by-laws, the Owners Corporation will adopt an emergency response and evacuation plan, which must provide for the safety of Owners and Occupiers in case of an emergency including:

- a. an evacuation plan in the case of an emergency due to fire, explosion or other emergency;
- b. provision for the appointment of a nominated person by the Occupiers of the Building to ensure compliance with the emergency response and evacuation plan; and
- c. requirements for Maintenance, operations, testing and certification procedures for fire safety and control devices and equipment and other safety equipment.

33.6 Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier.

By-Law 34

Security keys and alarms

34.1 Owners Corporation to issue

The Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Strata Parcel and the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

34.2 Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys as determined by the Strata Committee from time to time.

34.3 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

- a. exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;
- b. not duplicate or permit any Security Key to be duplicated;
- c. take all reasonable steps to ensure that Security Keys are not lost;
- d. immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and
- e. pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

34.4 Alarms

The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

- a. the alarm has "back to base" facilities;
- b. the alarm is silent or, if the alarm has an audible shrieker, the sound from that shrieker is directed and emitted into the residential component of the relevant Lot only; and
- c. the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

34.5 Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Building Manager or, if there is no Building Manager, the Strata Manager and by-law 34.3(e) applies.

By-Law 35

Restricting access

35.1 General provisions

The Owners Corporation may for security reasons or effective control and management of the Building:

- a. close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access or exclusive use rights; and
- b. restrict, by security device, access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have a common property rights by-law over Common Property.

35.2 Access to the roof of the Building

1. If the roof of the Building comprises part of Common Property, the Owners Corporation may prohibit access to the roof of the Building by any person (whether an Owner or an Occupier) unless that person has the prior consent of the Owners Corporation, the Strata Manager or the Building Manager.
2. If the roof of the Building comprises part of a Lot, then the Owner or Occupier of that Lot must allow the Owners Corporation to access the roof of the Building at all reasonable times and on reasonable notice.

By-Law 36

By-laws must be consistent with the strata management statement

36.1 By-laws must be consistent with the Strata Management Statement

- a. The Owners Corporation must not make by-laws that are inconsistent with the Strata Management Statement.
- b. If the Owners Corporation does not comply with this by-law 36, it may not vote at meetings of the Committee.
- c. Subject to section 105(5) of the *Strata Schemes Development Act 2015 (NSW)*, the Strata Management Statement prevails if there is an inconsistency between the Strata Management Statement and the by-laws made by the Owners Corporation.
- d. 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.

By-Law 37

Embedded network

37.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation of an Embedded Network in the Building for the supply of Embedded Network Services to Lots and Common Property and for the Building generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Committee and in its capacity as an Owners Corporation.

37.2 Initial Period

The Owners Corporation may enter into an agreement with an Embedded Network Supplier during the Initial Period.

37.3 Delegation of functions

Despite any other by-law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

37.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period:

- a. if the agreement 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, then 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 the Lots;
- 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, when applicable, the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting; and
- e. the Owners Corporation may agree that if the appointment of the Embedded Network Supplier is not ratified 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 Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

37.5 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 Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; 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 Lots.

37.6 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 the rights of the Owners Corporation and the Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement.

37.7 Agreements under the Strata Management Statement

If the Committee has entered into an Embedded Network Services supply agreement for the provision of an Embedded Network Service to the Building, any agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Committee and the Embedded Network Supplier

By-Law 38

Authorities conditions

38.1 Initial Development Approval Conditions

1. Each Owner and Occupier acknowledges that the development consent granted by the Authority (being Inner West Council), relating to the Building at the time of registration of these by-laws imposed conditions with which the Owners Corporation, Owners, Occupiers and Invitees must comply, including:
 1. condition 86 - car spaces must be provided on the Common Property of the Building for the following uses:
 1. one dedicated car share space;
 2. one dedicated car space for maintenance vehicles; and
 3. one dedicated car wash bay; and
 2. condition 106 – signs reading “all owners, tenants and occupiers of this building are advised that they are not eligible to obtain resident parking scheme parking permits from Council”, must be located in prominent places such as at display apartments and on directory boards or notice boards, where they can easily be observed and read by people entering the building, The signs must be erected prior to the issue of an Occupation Certificate being issued and must be maintained in good order at all times; and
 3. condition 116 – internalised study rooms and storage rooms within apartments are not to be enclosed in such a way as to create additional habitable rooms for which natural light and ventilation pursuant to the Building Code of Australia requirements are unable to be achieved.

38.2 Compliance

Each Owner and Occupier and Invitee (where applicable) must comply with the requirements of the Authority and these by-laws regarding the use of the dedicated car spaces listed and other matters mentioned in this by-law 38.

38.3 Amendments

This by-law 38 may not be amended unless the Owners Corporation has obtained the prior written approval of the relevant Authority to the proposed amendment.

By-Law 39

Notice board

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

By-Law 40 Common property rights by-laws

40.1 Air – conditioner compressors

- a. The Owner of each Lot which is serviced by an Air Conditioner Compressor that is located on the roof of the Building has the right of exclusive use and enjoyment of that part of the Common Property where the Air Conditioner Compressor is located and all pipework and other materials connecting the Air Conditioner Compressor to the air conditioning unit inside the Lot.
- b. Each Owner of each Lot benefited by by-law 40.1(a) is responsible for the upkeep and proper maintenance of and the keeping in a state of good and serviceable repair the Air Conditioner Compressor and associated pipework and other materials, including ensuring that the Air Conditioner Compressor does not leak and cause damage to the roof of the Building.
- c. The obligations imposed under by-law 40.1(b) discharge the Owners Corporation from its obligation to maintain and repair any Air Conditioner Compressor located on the roof of the Building under the Strata Management Act.

Special By-Law 1 Minor renovations

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- b. **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6) (a) of the *Strata Schemes Management Act 2015*, excluding the following works:
 - i. installing or replacing wood or other hard floors; and
 - ii. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
- c. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 96243.
- d. **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

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

PART 2

GRANT OF RIGHTS

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

Special By-Law 2 Child window safety devices

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- a. install Child Window Safety Devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2

GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3

DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 22 George Street, Leichhardt
- d. **Child Window Safety Device** means the installation of:
 - i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),

to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
 - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 96243.

g. **Owner** means owner of a Lot.

3.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4

INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.

4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5

ACCESS

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and
- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6

MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear

until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for it to be repaired or replaced, as required;
- c. If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

Special By-Law 3 Keeping of Animals

PART 1 INTERPRETATION

1.1 In this by-law a word which denotes:

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

PART 2 KEEPING AN ANIMAL

2.1 Subject to section 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

2.2 An owner or occupier of a lot must:

- (a) obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property; and
- (b) agree in writing with the owners corporation to the conditions referred to in this by-law prior to the animal being introduced to the scheme.

2.3 An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.

2.4 Subject to section 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.

2.5 The owners corporation must not unreasonably withhold its approval of the keeping of an animal.

2.6 If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot, then the owner or occupier must:

- (a) ensure that the animal is vaccinated with all the common vaccines given to an animal of its type, and is further vaccinated as required;
- (b) ensure that the animal has been treated to prevent fleas, and is further treated as required;
- (c) if that animal is not a cat, ensure that the animal is under the owner's control and not left unattended when on the common property;
- (d) if that animal is a cat, ensure that the cat is not left on the common property unattended after 6.00pm;
- (e) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
- (f) not leave food on the common property;
- (g) ensure that the animal (except a small caged bird or fish) is microchipped, desexed and registered with the local Council or any other authority having such jurisdiction;
- (h) advise the owners corporation, in writing, when the animal is no longer residing in the lot; and
- (i) provide evidence to the owners corporation that the lot has been treated for fleas and the carpet professionally cleaned, when the owner or occupier vacates the premises, to the satisfaction of the Owners Corporation.

PART 3 CONSENT FROM OWNERS CORPORATION

3.1 An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies:

- (a) copies of the relevant certifications that the animal is treated to prevent fleas and has had the appropriate vaccinations referred to in clause 2.6(a) of this by-law.
- (b) a photograph of the animal;
- (c) the type of animal;
- (d) the breed of the animal;
- (e) the size of the animal;
- (f) the average height of the animal when fully grown;
- (g) the age of the animal.

3.2 The owners corporation will observe the applicable guidelines published by the local Council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the Companion Animals Act 1998.

3.3 The owners corporation may impose additional conditions at the time of giving approval to keep an animal but additional conditions can only relate to protecting an owner or occupier's use and enjoyment of a lot or the common property from unreasonable interference caused by an animal.

3.4 The owners corporation will attempt to make a decision whether or not to give approval to an owner or

occupier to keep an animal within a reasonable period of time after receiving such an application.

PART 4 CONDITIONS FOR KEEPING AN ANIMAL

4.1 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

4.2 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:

- (a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant;
- (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant;
- (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant;
- (d) the animal repeatedly causes damage to the common property or another lot;
- (e) the animal endangers the health of another occupant through infection or infestation;
- (f) the animal causes a persistent offensive odour that penetrates another lot or the common property;
- (g) for a cat kept on a lot, the owner of the animal fails to comply with an order that is in force under section 31 of the Companion Animals Act 1998; or
- (h) for a dog kept on a lot:
 - (i) the owner of the animal fails to comply with an order that is in force under section 32A of the Companion Animals Act 1998;
 - (ii) the animal is declared to be a menacing dog or a dangerous dog under section 34 of the Companion Animals Act 1998; or
 - (iii) the animal is a restricted dog within the meaning found in section 55(1) of the Companion Animals Act 1998.

4.3 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove the animal within two months of such a request being made by the owners corporation, or such other time as approved by the owners corporation.

PART 5 ANIMAL OWNER RESPONSIBILITIES

5.1 An owner or occupier of a lot who owns and keeps an animal on the lot or common property is responsible for:

- (a) any noise or odour that their animal makes which causes unreasonable interference or a nuisance;
- (a) any action that their animal does which causes unreasonable interference or a nuisance;
- (b) damage to or loss of property or injury caused to any person caused by the animal; and
- (c) cleaning up after their animal.

Special By-Law 4

Short-term Rental Accommodation Arrangement

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) Environmental Planning Instrument means an instrument from time to time applicable to the Property, including without limitation any local environmental plan, development control plan, state or other environmental planning policy and any development consent condition.
- (b) Fair Trading Act means the Fair Trading Act 1987 (NSW).
- (c) Lot means a lot in the strata scheme 96243.
- (d) Owner or Occupier means the owner or occupier of a Lot from time to time.
- (e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 96243.
- (f) Property means the land and improvements comprising the parcel the subject of strata plan 96243.
- (g) Short-term Rental Accommodation Arrangement means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time. Short-term Rental Accommodation Arrangement has the same meaning as in Section 54A of the FTA and Section 137A of the SSMA.

1.2 In this by-law a word which denotes:

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

PART 2

RESTRICTION OF SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENTS

2.1 An Owner or Occupier of a Lot ("Host") must not allow another person ("Guest") to occupy the whole or any part of the Lot for a period ("Occupation Period") if:

- a) The arrangement is a Short Term Rental Accommodation Arrangement; and
- b) The Lot is not the Host's principal place of residence throughout the Occupation Period.

2.2 The Host must:

- a) prior to using the Lot for Short-Term Rental Accommodation Arrangements, provide the Owners Corporation with written notice of the Host's decision to do so and the date on which such use is to commence;
- b) prior to commencement of the Occupation Period for a specific arrangement, provide the Owners Corporation

with written notice of the arrangement, including details of the Guest and Occupation Period;

c) provide the Owners Corporation with a copy of the evacuation plan for the Lot; and

d) provide the Owners Corporation with any certifications, plans or any other documents which demonstrate that the Lot complies with the short term rental accommodation fire safety standard, pursuant to part 9 division 7D of the Environmental Planning and Assessment Regulation 2000 (NSW).

2.3 The Host must ensure that the Host and the Guest:

a) Do not contravene any Environmental Planning Instrument;

b) Comply with all relevant laws, including without limitation any code of conduct applicable to Short-Term Rental Accommodation Arrangements;

c) Comply with any Commonwealth and/or NSW Government orders and/or determinations related to Covid-19;

d) Comply with any by-laws pertaining to the Scheme; and

e) Comply with any reasonable directions given by or on behalf of the Owners Corporation for the purpose of maintaining safety and/or amenity within the Property.

SPECIAL BY-LAW 5 RECOVERY OF COSTS

1. Authority to Recover Costs

This by-law authorises the Owners Corporation to recover as a debt, as well as interest on that debt and all expenses incurred in recovering such amounts, all costs incurred by the Owners Corporation in:

(a) Addressing and remedying breaches of the By-Laws of the Strata Scheme, including (but not limited to):

- Site inspections
- Reports
- Removal of unauthorised works and installations
- Restoration of common property
- Issuing notices
- Seeking legal advice before commencing legal action
- Obtaining legal services, including any legal proceeding to enforce compliance with the By-Laws

(b) Addressing and remedying damage caused to personal property of the Owners Corporation.

2. Definitions

In this by-law:

(a) “Act” means the Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016.

(b) “Amount” means an out-of-pocket expense incurred as a disbursement or management fee that is recoverable by the Owners Corporation and is produced by way of a tax invoice under this by-law.

(c) “Excess” means any excess paid to the Owners Corporation’s insurer on a claim under its insurance policy relating to damage caused to common property by an Owner’s act, omission, or personal property, or by their Occupier’s act, omission or personal property, and includes any increase in insurance premiums payable by the Owners Corporation attributable to that damage.

(d) “Expenses” means reasonable expenses of the Owners Corporation incurred in recovering an amount recoverable under this by-law (including, but not limited to, costs arising from access to a lot not being provided at the notified date).

(e) “Interest” means any interest payable on an unpaid Amount.

(f) “Legal Services” includes obtaining legal advice and taking legal action, including the recovery of any expenses related to the matters described in Clause 1.

(g) “Notice” means a notice requiring compliance with the By-Laws (section 146 of the Act) or a notice notifying the offender of a breach.

(h) “Occupier” means a person lawfully occupying a Lot, including lessees, licensees, and invitees who reside in a Lot for more than three days per week on average, but excluding tradespersons, invitees, or casual visitors.

(i) “Owner” means the owner(s) of a residential Lot of Strata Plan 96243.

(j) “Report” means any professional written report (for which payment is required) created for the purpose of assessing any matter described in Clause 1.

(k) “Site Inspections” means attendance by an authorised person of the Owners Corporation for purposes including:

- i. Investigating matters described in Clause 1 and estimating damages and/or costs
- ii. Carrying out works under section 122 of the Act
- iii. Exercising duties related to fire safety inspections under section 123 of the Act

(l) “Strata Scheme” means Strata Plan 96243.

3. Interpretation

Words defined in the Strata Schemes Management Act 2015 have the same meaning in this by-law, except where indicated otherwise.

4. Legislation Reference

References to legislation include references to amending and replacing legislation.

5. Precedence

To the extent of any inconsistency with previous by-laws, this by-law prevails.



Compliance

6. Owner's Responsibilities

Every Owner must comply with the By-Laws of the Strata Scheme and ensure that neither they, nor any Occupier or Invitee, by act or omission:

- (a) Breaches the By-Laws; and/or
- (b) Causes damage to the personal property of the Owners Corporation.

Recovery

7. Authority to Recover

The Owners Corporation, Strata Committee, or Managing Agent is authorised to take all steps to recover Expenses, Amounts, Interest, or any amount due as a debt pursuant to this by-law.

8. Recovery from Owners

If an Owner (or their Occupier or Invitee) breaches this by-law:

- (a) The Owners Corporation may recover from that Owner the reasonable cost of the Managing Agent sending a Notice;
- (b) The Owners Corporation may also recover:
 - i. Any cost incurred as a result of the breach;
 - ii. Any amount payable under a by-law;
 - iii. Any expenses (including interest) incurred in the recovery process.

9. Separate Actions

The Owners Corporation may recover expenses due under this by-law in the same or a separate action from those used to recover:

- (a) Any other amount due under this by-law; and
- (b) Any other Amounts or Interest not related to this by-law.

Expenses

10. Recoverable Expenses

Without limiting any other clause, the Owners Corporation may recover from an Owner, as an expense:

- (a) Fees or disbursements incurred by the Managing Agent for:
 - Sending account reminders
 - Instructing third parties in debt collection
 - Attending any meeting related to debt recovery
 - Preparing and giving evidence in proceedings
- (b) Costs relating to loss of use of a visitor parking space (where the breach relates to visitor parking)
- (c) Costs and disbursements of any third party involved in rectification
- (d) Costs of enquiries made to ascertain the whereabouts of the Owner or related persons
- (e) Any GST payable on expenses recoverable from an Owner

Invoicing

11. Issuing Invoices

The Owners Corporation may issue an invoice to any Owner for any amount due under this by-law. If the Owner has notified an address for service, the invoice may be sent to that address.

12. Debt Due

Any debt arising pursuant to this by-law is due and owing whether or not an invoice is served.

Interest

13. Interest on Overdue Amounts

Any Amount not paid within one (1) month after invoicing will bear simple interest at a rate of 10% per annum until payment is made. Such interest may be recovered as a debt.

Civil Liability Act 2002

14. Rights and Liabilities

Pursuant to section 3A of the Civil Liability Act 2002, this by-law expressly provides for the rights, obligations, and liabilities of owners, occupiers, and the Owners Corporation with respect to the recovery of all Amounts, Expenses, and Interest recoverable under this by-law.

Miscellaneous

15. Payment Plans

The existence of a payment plan does not limit the Owners Corporation's right to recover unpaid Amounts.

16. Registration

The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the Act.





PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/0829

Fee: \$62.00

Certificate Date: 20/02/2026

Applicant	Owner (as recorded by Council)
Infinity Conveyancing PO Box 690 FIVE DOCK NSW 2046 SEBASTIAN@INFINITYCONVEY.COM.AU	Ms S Lorello

Subject property address (if applicable)	Legal description
203/22B George Street LEICHHARDT NSW 2040	Lot 80 SP 96243

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979* ("the Act") and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*, the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- *Leichhardt Development Control Plan 2013*

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- *Draft Inner West Local Environmental Plan 2022* – Parramatta Road Corridor Implementation Stage 1

Note: It has been less than 3 years since the end of the public exhibition period for the proposed Local Environmental Plan and no notice has been received from the Planning Secretary that the making of the proposed instrument has been deferred indefinitely or has not been approved.

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Leichhardt Development Control Plan 2013 - Parramatta Road Corridor Implementation Stage 1 (Leichhardt and Taverners Hill Precinct)

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that results in appropriate amenity for a medium density residential area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structure; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat Sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial Premises; Correctional centres; Crematoria; Depots; Eco-tourist Facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition Homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Moorings; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Port facilities; Recreation facilities (major); Recreation Facilities (Outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service Stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone MU1 Mixed Use

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 that do not impact on the role or viability of nearby centres.
- To enhance the visual appearance and accessibility of the area by ensuring development achieves high architectural, urban design and landscape standards that caters for the needs of all ages and abilities.

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; Hostels; 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

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Moorings; Mooring pens; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Do any additional permitted uses apply to the land?

NO

Do any draft additional permitted uses apply to the land?

YES

See *Draft Inner West Local Environmental Plan 2022 – Parramatta Road Corridor Implementation Stage 1 Additional Permitted Uses Map* for further information.

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

Is the land in a conservation area, (however described)?

NO

2. Zoning and land use under relevant environmental planning instruments

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
 - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
 - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
 - (a) The name of this region is the Greater Sydney region.
 - (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

Continued 7.23 determination means a s7.23 determination that –

 - (a) Has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as land that is significantly contaminated within the meaning of the *Contaminated Land Management Act 1997*.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as land that is significantly contaminated within the meaning of the *Contaminated Land Management Act 1997*.

Pattern Book Development Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as land that is significantly contaminated within the meaning of the *Contaminated Land Management Act 1997*.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

4. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as land that is significantly contaminated within the meaning of the *Contaminated Land Management Act 1997*.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

5. Exempt Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

YES

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

NO

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

Note:

- The property is located within the Flood Planning Area, as determined through Inner West Council's adopted Flood Studies, and is identified as a Flood Affected Property under Council's Development Control Plan.
- Clause 5.21 – Flood Planning of the Inner West Local Environment Plan 2022 applies all development.
- Further information on flooding, including copies of Council's adopted Flood Studies, can be found on Council's Flooding webpage at <https://www.innerwest.nsw.gov.au/live/environment-and-sustainability/in-your-neighbourhood/rivers-and-waterways/flooding>.
- If you wish to obtain specific information about flood levels in the vicinity of the property you may choose to apply for a Flood Certificate. Please see <https://www.innerwest.nsw.gov.au/live/environment-and-sustainability/in-your-neighbourhood/flood-certificate> for further information.
- For further information, please contact Council's Stormwater and Asset Planning Team.

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	NO
b) Bushfire	NO
c) Tidal inundation	NO
d) Subsidence	NO
e) Acid sulfate soils	NO
f) Contamination	YES - Leichhardt Development Control Plan 2013 refer to Part C: Place Section 1 General Provisions - C1.8 Contamination.
g) Aircraft noise	NO
h) Salinity	NO
i) Coastal hazards	NO
j) Sea level rise	NO

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

22. Site compatibility certificates and development consent conditions for affordable rental housing

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

YES

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

YES

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land in this certificate shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve 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	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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

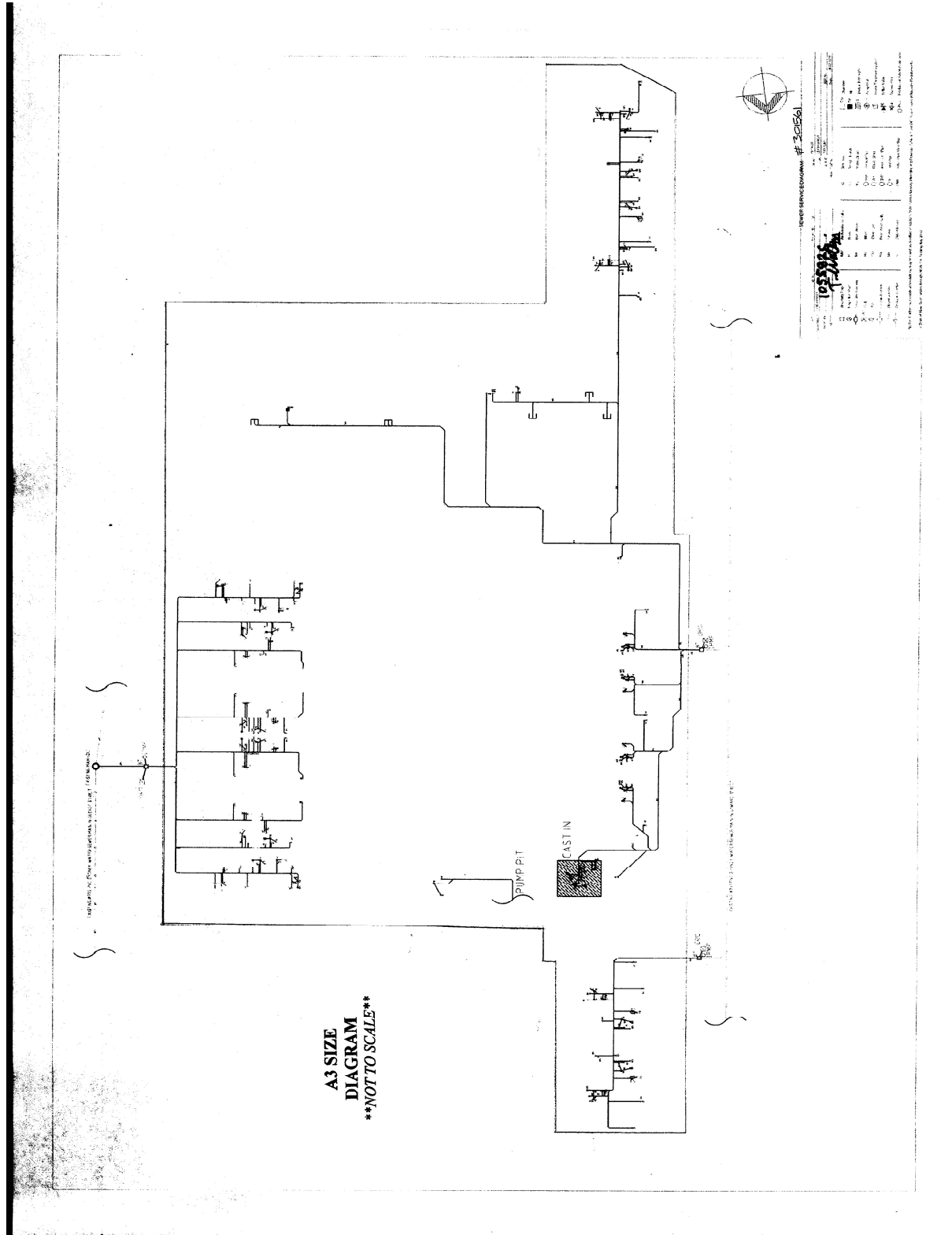
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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: 8005035424



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**.