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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Waterloo Real Estate Shop 2103/5 Sam Sing St Waterloo NSW 2017	**phone**: 0410701687 **ref**: Sabrina Wang
co-agent		
vendor	XINNUO ZHAO	
vendor's solicitor	Tahota Law Firm Suite 1602 6 O'Connell Street Sydney NSW 2000	**phone**: 0430203787 **email**: angela.xu@tahotalaw.com.au **ref**: T26318
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 435 33 ROTHSCHILD AVE ROSEBERY NSW 2018 LOT 54 STRATA PLAN SP100271 Folio Identifier 54/SP100271	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

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

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

Manual transaction (clause 30) ☐ NO ☐ yes

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

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

Land tax is adjustable ☐ NO ☒ yes

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

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

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

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

The Strata Collective Pty Ltd
Level 5, 46 Market Street SYDNEY NSW 2000
info@thestratacollective.com.au
(02) 9137 2320

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

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

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

● Transfer

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

● Place for completion

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

● Payments on completion

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

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

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

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

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

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

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

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SPECIAL CONDITIONS

Vendor:

Purchaser:

Guarantors:

Property:

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

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33. DEFINITIONS & INTERPRETATION

For the purposes of these Special Conditions, the word:

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

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

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

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

34. VARIATIONS TO CONTRACT

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

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

34.2. Clause 2.9: deleted;

34.3. Clause 5.1: deleted;

34.4. Clause 6: deleted;

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

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

34.7. Clause 7.2.2: deleted;

34.8. Clause 7.2.3: amending to “If the Vendor confirm that the claim cannot settle by the parties, then the claims must be finalized by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party*. The appointment of arbitrator will be commenced once the notice served by the Vendor to confirm and agree to this proceeding.”;

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

34.10. Clause 7.2.5: deleted;

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

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

34.13. Clause 8.2.2 and 8.2.3: delete;

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

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

34.16. Intend to leave it blank;

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

34.18. Intend to leave it blank;

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

34.20. Clause 11.2: deleted;

34.21. Clause 14.4.2: deleted;

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

34.23. Clause 15: deleted;

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

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

34.26. Clause 17.3:deleted;

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

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

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

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

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

34.32. Clause 23.9: deleted;

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

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

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

34.36. Clause 24.1.1: deleted;

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

34.38. Clause 24.3.3: deleted;

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

34.40. Clause 25-28: deleted.

34.41. Clause 30.9: deleting “by cash”;

34.42. Clause 30.11: deleted;

34.43. Clause 31.2: deleted;

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

35. CONDITION OF PROPERTY

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

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

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

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

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

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

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

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

36. ENTIRE AGREEMENT

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

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

37. AGENT

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

38. LAND TAX

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

39. NOTICE TO COMPLETE

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

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

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

40. LIQUIDATED DAMAGES

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

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

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

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

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

rearrangement of the settlement;

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

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

41. RESCISSION RIGHT

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

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

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

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

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

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

i. being a company and defaulting under this clause;

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

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

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

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

42. SERVICES

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

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

42.2. Any rainwater drainpipe is connected to the sewer;

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

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

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

43. BREACH OF STATUTORY WARRANTY BY VENDOR

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

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

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

43.3. The Vendor may rescind if:

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

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

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

44. GOODS AND SERVICES TAX (GST)

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

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

44.3. If:

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

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

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

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

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

45. DEPOSIT

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

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

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

45.3. It is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied not withstanding any law to the contrary. This clause shall not merge on completion. It is agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

46. RELEASE OF DEPOSIT

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

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

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

47. DOCUMENTS

47.1. The Vendor does not hold any:

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

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

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

48. REQUISITION ON TITLE

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

49. ADDITIONAL AND INCORRECT CALCULATIONS

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

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

50. DISCHARGE OF MORTGAGE

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

51. POOL

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

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

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

52. NO CAVEAT

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

53. GOVERNING LAW

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

54. NO SETTLEMENT BETWEEN CHRISTMAS PERIOD

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

55. GUARANTEE

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

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

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

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

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

…… ……

Vendor **Purchaser**

…….. ..……..

Witness to Guarantors – Signature

…….. ……..

Witness to Guarantors – Print Name **Guarantors**

56. ELECTRONIC SIGNATURE AND EXCHANGE

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

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

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

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

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

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

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

CONDITIONS OF SALE BY AUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 54/SP100271

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2026	3:32 PM	2	18/12/2019

LAND

LOT 54 IN STRATA PLAN 100271
AT ROSEBERY
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

XINNUO ZHAO (T AP781090)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100271
2 AP781091 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

T26318... PRINTED ON 29/10/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 29/10/2026 15:32:18

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100271

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2026	3:32 PM	11	6/7/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100271 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROSEBERY
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100271

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100271
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- THE STRATA COLLECTIVE
PO BOX A1385
SYDNEY SOUTH NSW 1235

SECOND SCHEDULE (67 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1255534
3 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S) 233 SP100978 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
4 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH DP1255534
THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE THE STRATA MANAGEMENT STATEMENT S.108 STRATA SCHEMES DEVELOPMENT ACT 2015
5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
6 DP1065657 EASEMENT OVER EXISTING LINE OF PIPES FOR DRAINAGE OF STORMWATER APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1231960 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 3 IN DP1065657
7 DP1065657 RIGHT OF WAY 7.2 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1065657 EASEMENT TO PARK MOTOR VEHICLES 4.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN DP1255534

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (67 NOTIFICATIONS) (CONTINUED)

9	AK298699	PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 OF THE PART FORMERLY IN 3/1065657
	AP476520	VARIATION OF PLANNING AGREEMENT
10	AK735550	POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1255534
11	AM774838	RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1255534
12	AM729400	POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1255534
13	AM729401	RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1255534
14	AM838129	RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1255534
15	DP1231960	EASEMENT FOR SUPPORT OF PLANTERS, COURTYARDS AND PATHS APPURTENANT TO THE LAND ABOVE DESCRIBED
16	DP1231960	EASEMENT FOR DRAINAGE OF PLANTERS, COURTYARDS AND PATHS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
17	DP1231960	EASEMENT FOR PUBLIC ACCESS 3.5 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18	DP1231960	POSITIVE COVENANT
19	DP1231960	EASEMENT FOR ACCESS TO OSD TANK 1.5 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20	DP1231960	EASEMENT FOR ACCESS TO OSD TANK 5.705 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21	AN211023	PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
22	DP1255452	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9.77 METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
23	DP1255534	EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
24	DP1255534	EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
25	DP1255534	EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
26	DP1255534	EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
27	DP1255534	EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
28	DP1255534	EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (67 NOTIFICATIONS) (CONTINUED)

		DESCRIBED
29	DP1255534	EASEMENT FOR FIRE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
30	DP1255534	EASEMENT FOR FIRE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
31	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 STORMWATER PUMP OUT PIT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
32	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER VALVE ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
33	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER PUMP ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
34	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL AND SMALL SHOP COLD WATER PUMP ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
35	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 COMMUNICATIONS AND SECURITY ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
36	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
37	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE HYDRANT PUMP ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
38	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
39	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
40	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WATER QUALITY CHAMBER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
41	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RAINWATER TANK AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
42	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK EXHAUST PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
43	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SERVICE VEHICLE PARKING SPACES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
44	DP1255534	EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 LOADING DOCK APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (67 NOTIFICATIONS) (CONTINUED)
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45 DP1255534 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WASTE ROOM AND POOL SEWER PUMP OUT STATION APPURTENANT TO THE LAND ABOVE DESCRIBED

46 DP1255534 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 BULKY GOODS STORE APPURTENANT TO THE LAND ABOVE DESCRIBED

47 DP1255534 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 POOL EXHAUST FAN APPURTENANT TO THE LAND ABOVE DESCRIBED

48 DP1255534 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL WASTE STORE APPURTENANT TO THE LAND ABOVE DESCRIBED

49 DP1255534 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 END OF TRIP FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED

50 DP1255534 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL ACCESS BOOM GATE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

51 DP1255534 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL ACCESS BOOM GATE APPURTENANT TO THE LAND ABOVE DESCRIBED

52 DP1255534 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL HYDRANT AND SPRINKLER BOOSTER ENCLOSURE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

53 DP1255534 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STRATUM LOT 2 MASTER WATER METER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

54 DP1255534 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL KIOSK SUBSTATIONS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

55 DP1255534 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS REGULATOR CUPBOARD APPURTENANT TO THE LAND ABOVE DESCRIBED

56 DP1255534 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOT 2 SMALL SHOP ELECTRICAL METER CUPBOARD AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

57 DP1255534 EASEMENT FOR ACCESS TO THE GROUND LEVEL SUPERMARKET GREASE ARRESTOR COVERS AND EXTERNAL PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

58 DP1255534 EASEMENT FOR ACCESS AND USE OF THE CARPARK ENTRY SECURITY GATE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

59 DP1255534 EASEMENT FOR PUBLIC ACCESS 7 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

60 DP1255534 EASEMENT FOR ACCESS AND USE OF THE LEVEL 6 BUILDING

END OF PAGE 4 - CONTINUED OVER

SECOND SCHEDULE (67 NOTIFICATIONS) (CONTINUED)

'D' SOUTHERN ROOF PLANT AREA AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

61 DP1255534 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

62 DP1255534 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED

63 DP1255534 POSITIVE COVENANT

64 DP1255534 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (36) IN THE 88B INSTRUMENT

65 DP1255534 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (37) IN THE 88B INSTRUMENT

66 AQ390922 INITIAL PERIOD EXPIRED

67 AW273486 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 100271

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	331	2	308	3	316	4	327
5	321	6	321	7	327	8	316
9	258	10	245	11	258	12	333
13	310	14	318	15	329	16	323
17	323	18	329	19	318	20	260
21	247	22	260	23	334	24	411
25	320	26	331	27	325	28	245
29	331	30	320	31	416	32	249
33	262	34	336	35	412	36	321
37	333	38	327	39	247	40	333
41	321	42	418	43	251	44	264
45	338	46	414	47	323	48	334
49	329	50	249	51	334	52	323
53	420	54	253	55	268	56	258
57	422	58	353	59	344	60	331
61	331	62	344	63	353	64	444
65	268	66	464	67	346	68	342
69	333	70	333	71	342	72	349
73	464	74	SP100340				

STRATA PLAN 100340

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
75	322	76	331	77	300	78	259
79	324	80	331	81	285	82	331
83	331	84	300	85	242	86	320
87	320	88	415	89	248	90	262
91	333	92	437	93	320	94	333
95	324	96	244	97	322	98	322

END OF PAGE 5 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 100340

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
99	445	100	249	101	264	102	335
103	439	104	322	105	335	106	326
107	246	108	324	109	324	110	419
111	251	112	264	113	337	114	413
115	324	116	337	117	328	118	248
119	326	120	326	121	421	122	253
123	268	124	339	125	413	126	326
127	339	128	329	129	361	130	328
131	439	132	424	133	292	134	417
135	327	136	341	137	354	138	688
139	677	140	677	141	677	142	688
143	688	144	688	145	688	146	688
147	688	148	SP100787				

STRATA PLAN 100787

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
149	447	150	409	151	385	152	428
153	248	154	328	155	242	156	402
157	255	158	296	159	328	160	240
161	259	162	244	163	259	164	27
165	329	166	404	167	240	168	251
169	409	170	318	171	329	172	261
173	322	174	329	175	318	176	261
177	244	178	261	179	331	180	406
181	408	182	417	183	255	184	411
185	331	186	331	187	262	188	324
189	331	190	320	191	262	192	248
193	264	194	333	195	408	196	409
197	417	198	255	199	413	200	333
201	333	202	264	203	326	204	333
205	322	206	264	207	249	208	264
209	335	210	409	211	411	212	419
213	257	214	415	215	335	216	335
217	266	218	328	219	335	220	324
221	266	222	249	223	266	224	287
225	512	226	341	227	268	228	329
229	341	230	344	231	456	232	268
233	SP100978						

STRATA PLAN 100978

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
234	302	235	248	236	244	237	249
238	328	239	313	240	415	241	246
242	264	243	342	244	409	245	313

END OF PAGE 6 - CONTINUED OVER

FOLIO: CP/SP100271 PAGE 7

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 100978

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
246	341	247	331	248	251	249	329
250	313	251	417	252	248	253	266
254	344	255	439	256	315	257	342
258	333	259	251	260	331	261	315
262	419	263	249	264	268	265	346
266	413	267	316	268	344	269	335
270	255	271	333	272	316	273	421
274	253	275	272	276	350	277	415
278	318	279	346	280	337	281	372
282	328	283	422	284	441	285	512
286	329	287	341	288	363	289	688
290	677	291	677	292	677	293	688

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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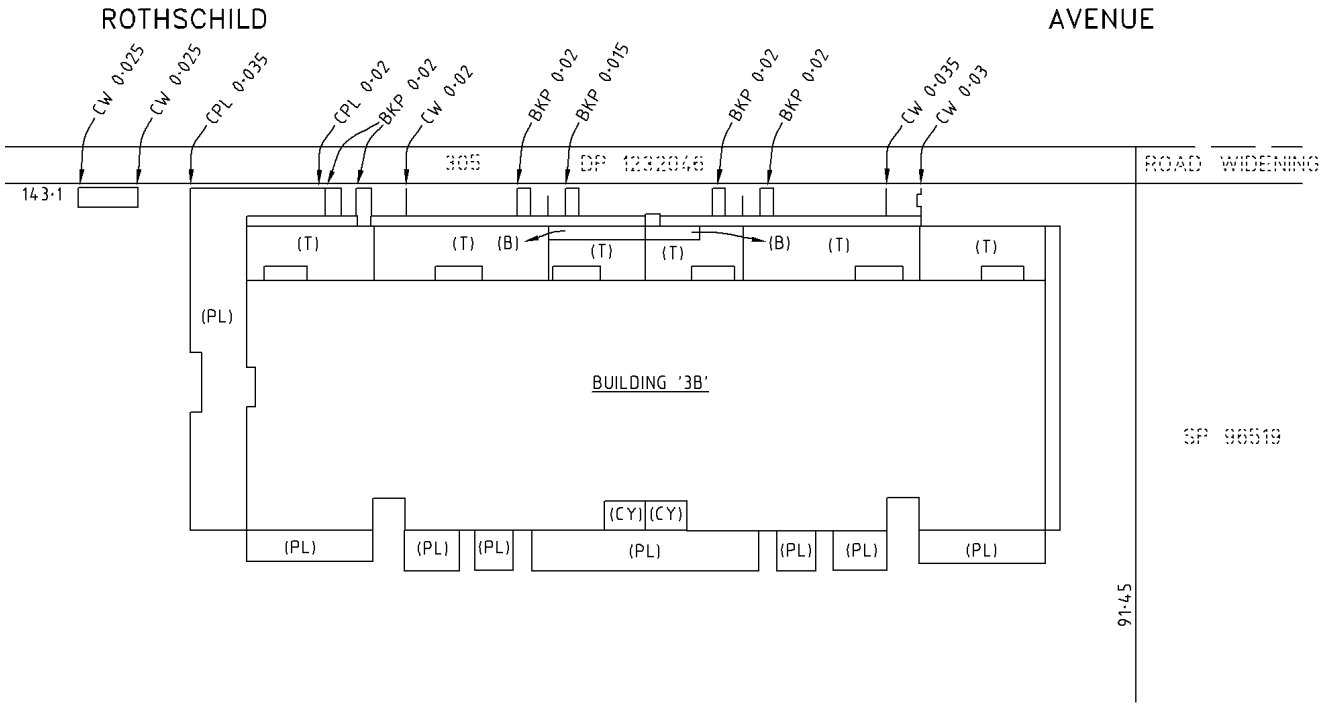
Received: 29/10/2026 15:32:19

M.G.A.

BUILDING DETAIL

(SHOWING THE LOCATION OF BUILDING '3B' AT GROUND LEVEL & ABOVE.)

SEE SHEETS 2 - 4 FOR LOCATION PLANS



(B) DENOTES BALCONY
BKP DENOTES BRICK PLANTER
CPL DENOTES CONCRETE PLANTER WALL
CW DENOTES CONCRETE WALL
(CY) DENOTES COURTYARD
(PL) DENOTES PLANTER
(T) DENOTES TERRACE

NOTE :

1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 20)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534

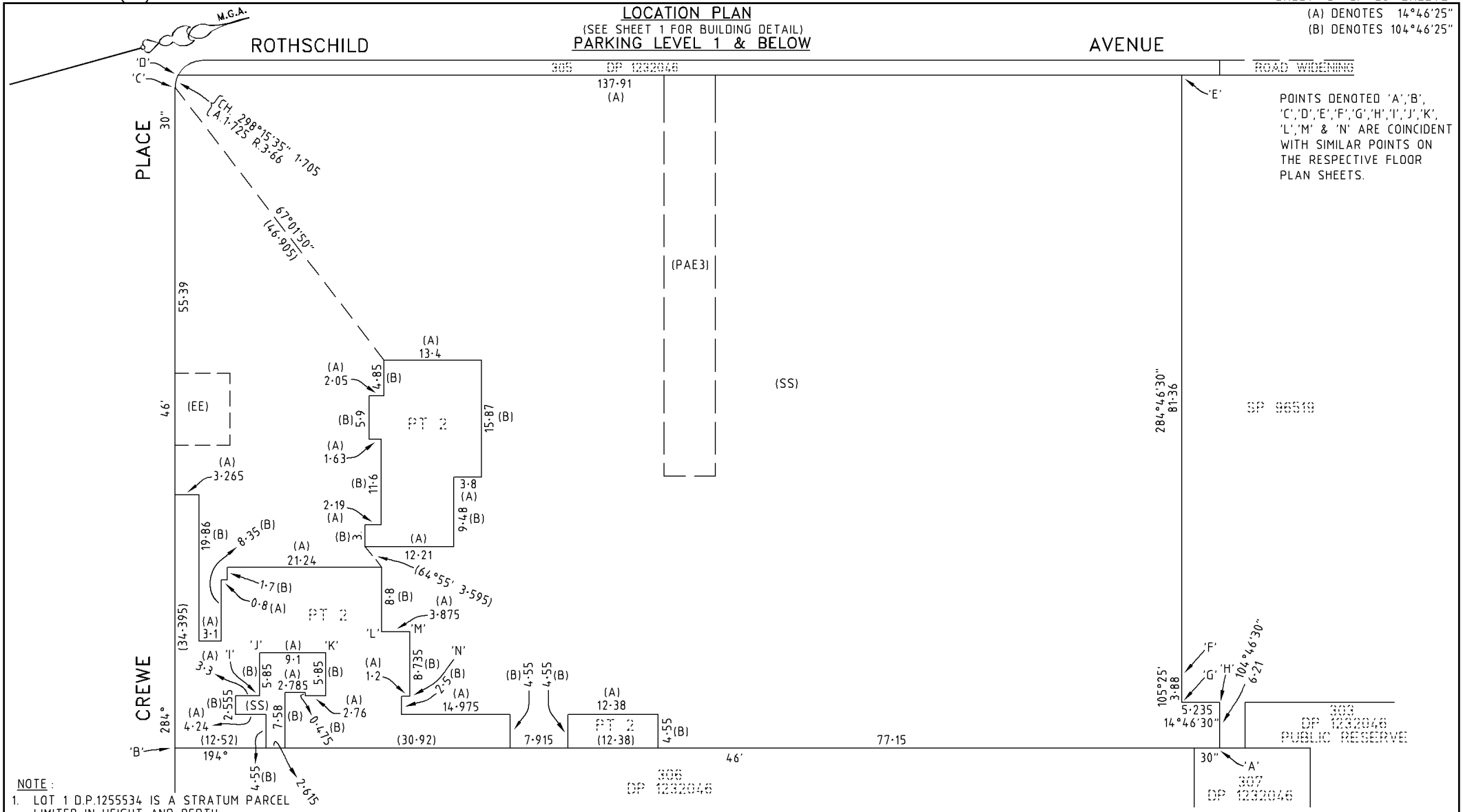
BUILDING '3B'
CONCRETE, BRICK & METAL RESIDENTIAL BUILDING COMPRISING 7 LEVELS OF APARTMENTS WITH ASSOCIATED BASEMENT CARPARKING UNDER.
No.'s 33 & 35 ROTHSCHILD AVENUE

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1 NSWLRS REF: 2019 M7100(22)	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 400 Lengths are in metres.	Registered 22.10.2019	SP100271

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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 1 & BELOW

(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"



POINTS DENOTED 'A','B', 'C','D','E','F','G','H','I','J','K', 'L','M' & 'N' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

SP 96519

NOTE:
1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 20)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1255534

(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM (DP1255534)
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

SURVEYOR	PLAN OF	LGA: SYDNEY	Registered	SP100271
Name: Wayne Allen Diver-Tuck Date: 12/09/2019 Reference: 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	Locality: ROSEBERY Reduction Ratio 1:500 Lengths are in metres.	22.10.2019	

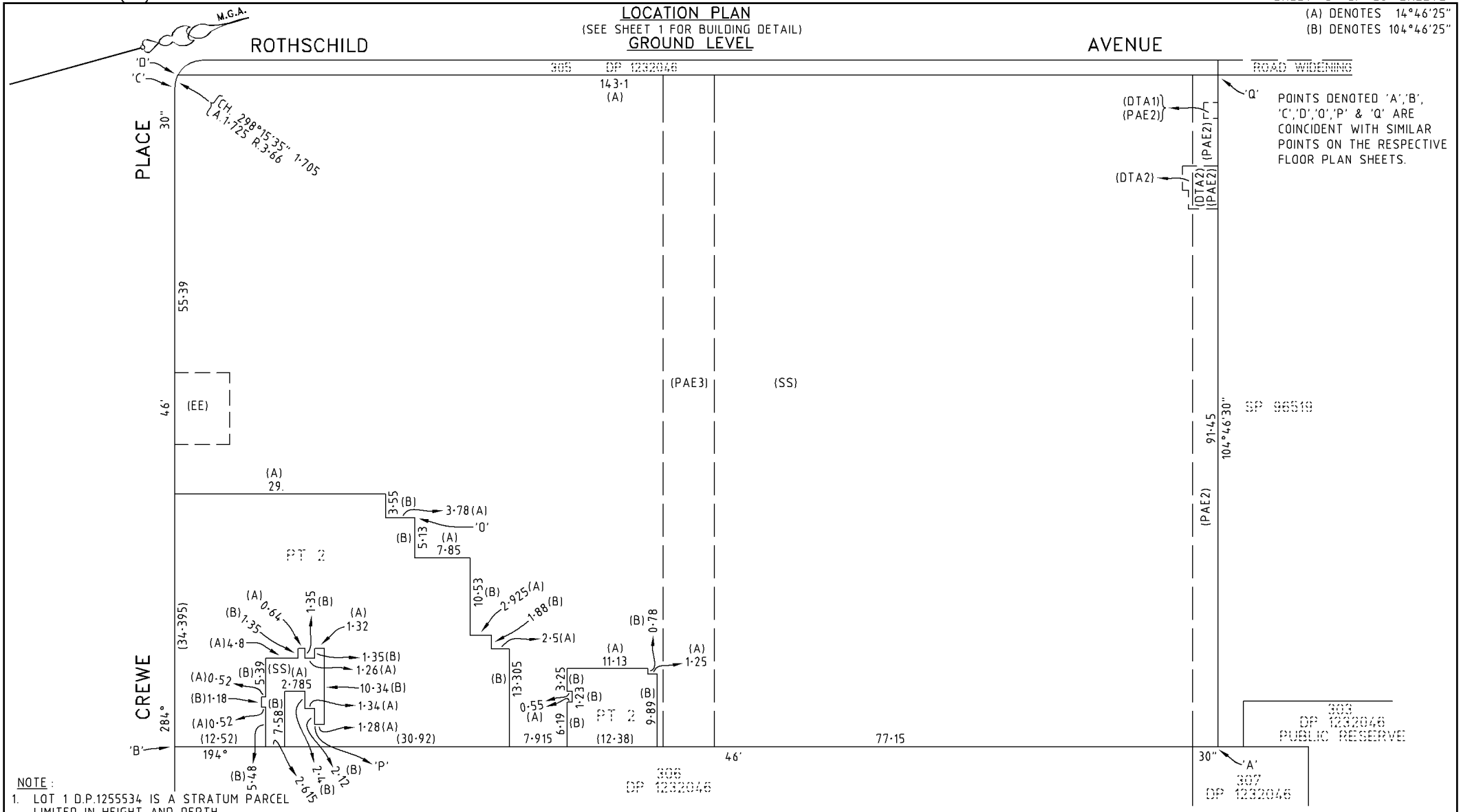
\\Rosebery-Rothschild Ave\Phase3\Stg1-B

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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL

(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"



NOTE :
1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 20)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

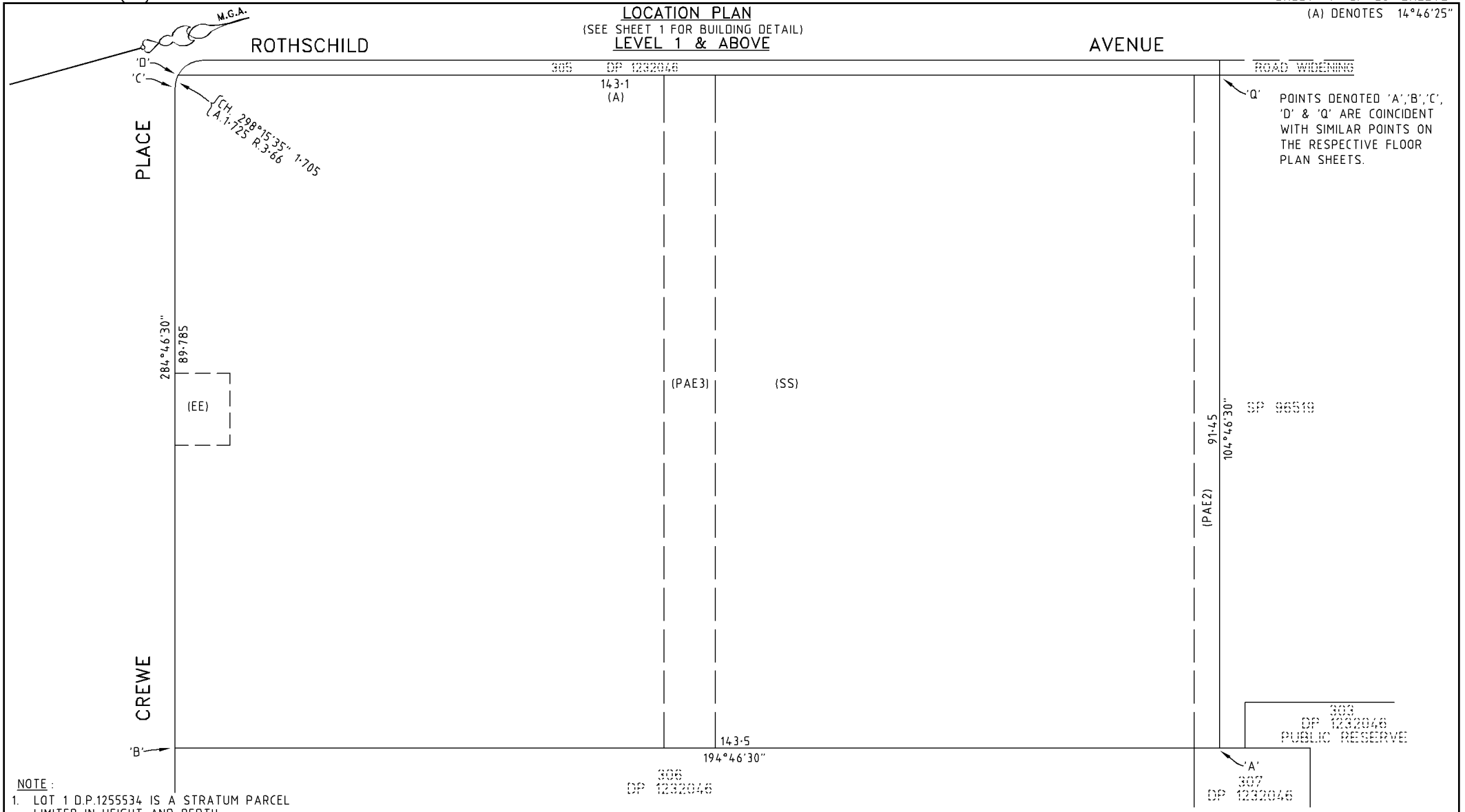
PT 2 DENOTES PT 2 D.P.1255534

(DTA1) EASEMENT FOR ACCESS TO OSD TANK 1·5 WIDE LIMITED IN STRATUM (DP1231960)
(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM (DP1231960)
(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP1231960)
(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM (DP1255534)
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

SURVEYOR	PLAN OF	LGA: SYDNEY	Registered	
Name: Wayne Allen Diver-Tuck	SUBDIVISION OF LOT 1 DP 1255534.	Locality: ROSEBERY	22.10.2019	SP100271
Date: 12/09/2019		Reduction Ratio 1: 500		
Reference: 125026-ROSEBERY-PHASE3-STG1		Lengths are in metres.		

(A) DENOTES 14°46'25"

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1 & ABOVE



NOTE :
1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 20)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP1231960)
(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM (DP1255534)
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

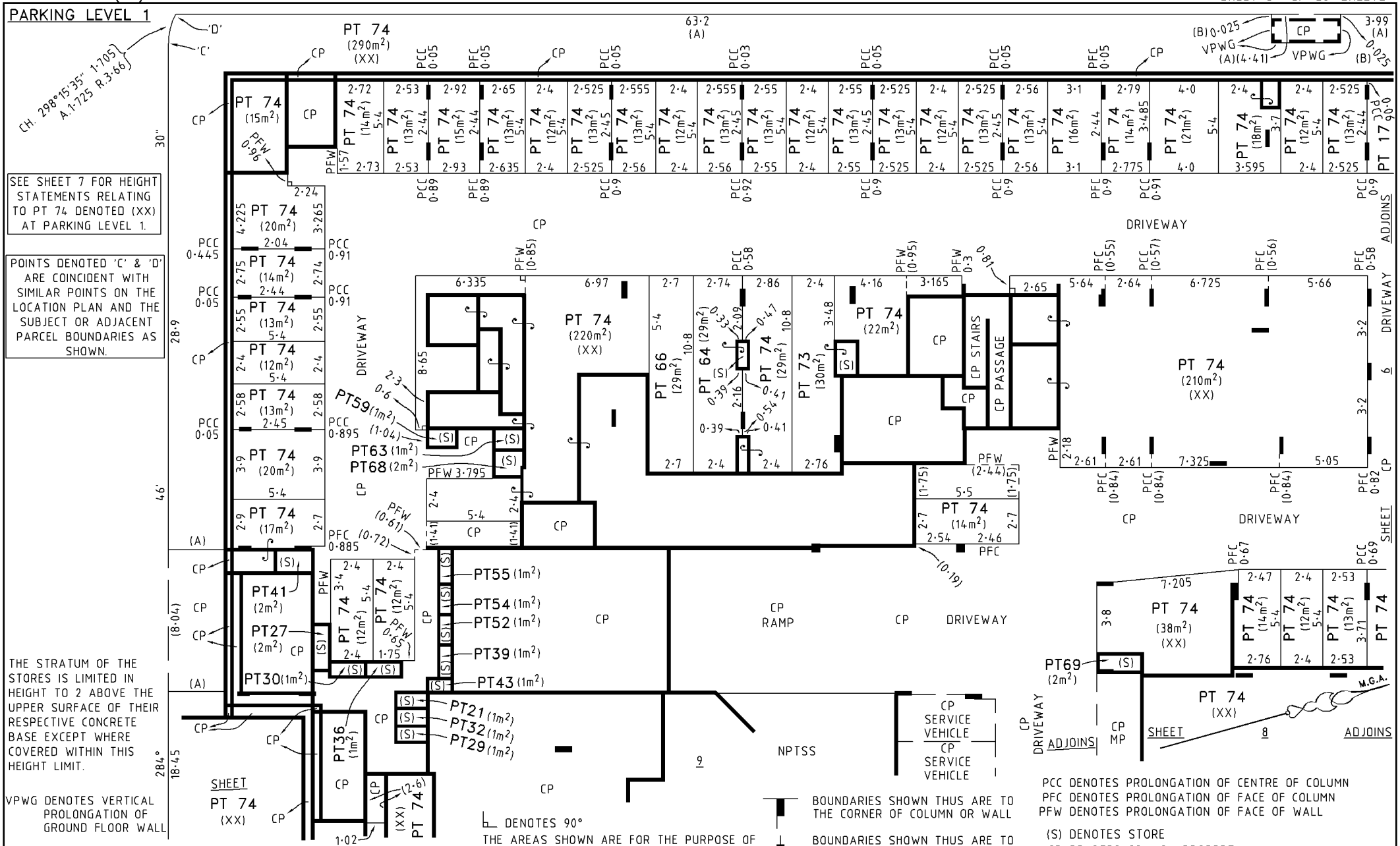
SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 500 Lengths are in metres.	Registered 22.10.2019	SP100271

\\Rosebery-Rothschild Ave\Phase3\Stg1-B

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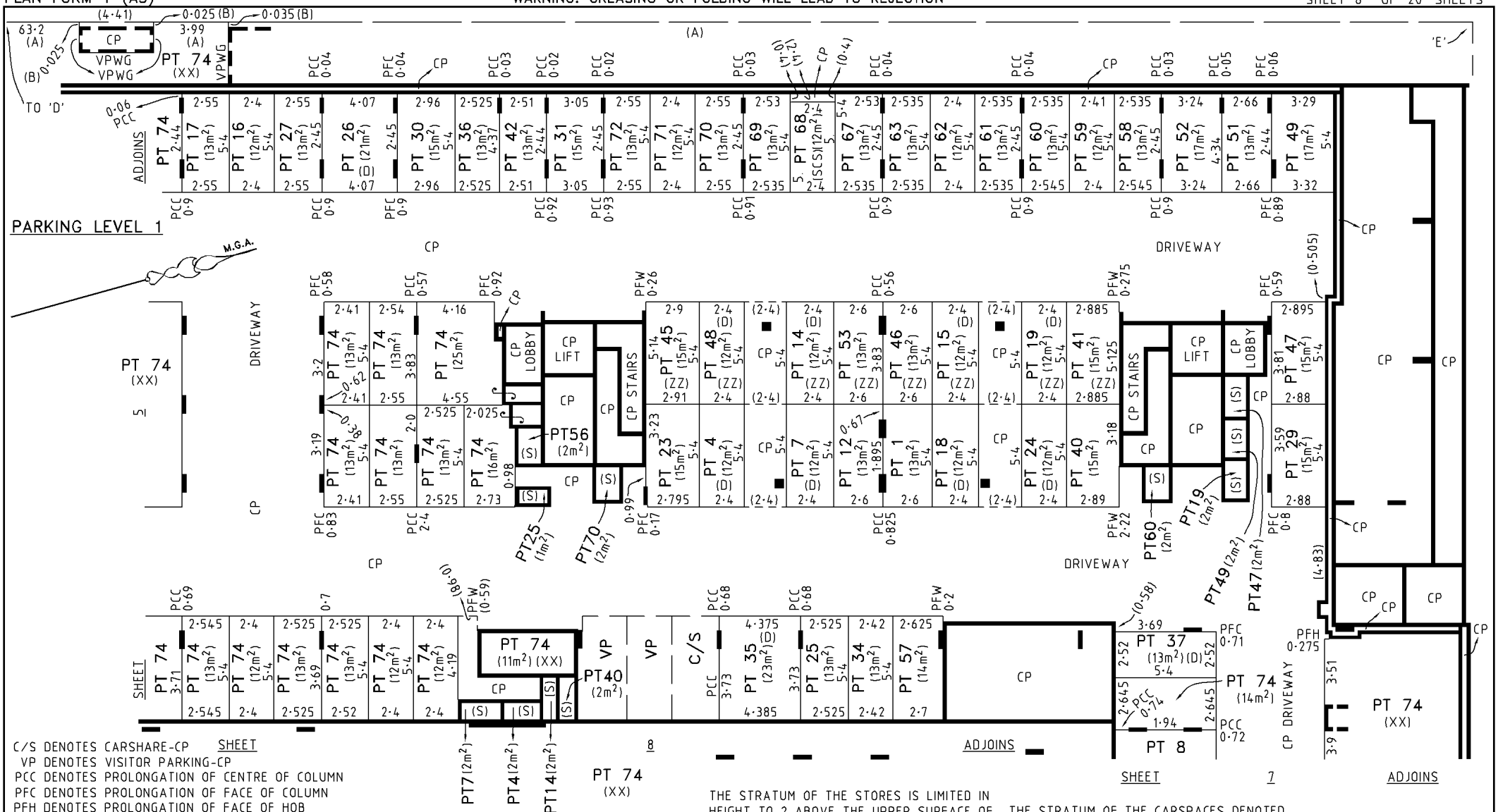
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PARKING LEVEL 1



SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 22.10.2019

SP100271



C/S DENOTES CARSHARE-CP
VP DENOTES VISITOR PARKING-CP
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFH DENOTES PROLONGATION OF FACE OF HOB
PFW DENOTES PROLONGATION OF FACE OF WALL
(SCS) DENOTES SMALL CARSPACE
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

(D) DENOTES DISABLED PARKING
LOT 74 IS A DEVELOPMENT LOT

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

VPWG DENOTES VERTICAL PROLONGATION OF GROUND FLOOR WALL

(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"

THE STRATUM OF THE CARSPACES DENOTED (ZZ) IS LIMITED IN HEIGHT TO 2·2 ABOVE THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

POINTS DENOTED 'D' & 'E' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

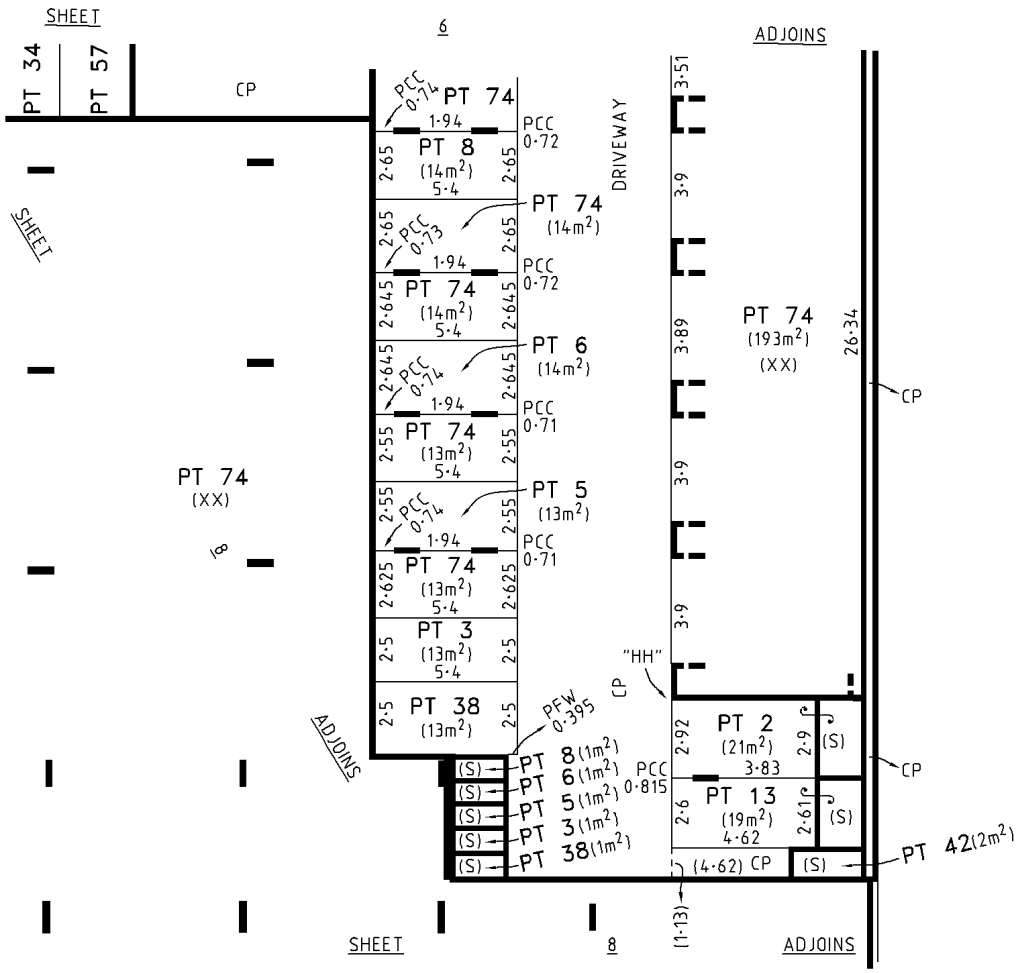
SEE SHEET 7 FOR HEIGHT STATEMENTS RELATING TO PT 74 DENOTED (XX) AT PARKING LEVEL 1.

SURVEYOR Name: Wayne Allen Diver-Tuck Date: 12/09/2019 Reference: 125026-ROSEBERY-PHASE3-STG1	PLAN OF SUBDIVISION OF LOT 1 DP 1255534.	LGA: SYDNEY Locality: ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 22.10.2019	SP100271

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M.G.A.

PARKING LEVEL 1



THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN DEPTH TO 10 BELOW THE UPPER SURFACE OF THE CONCRETE SLAB AT "HH" ON THIS SHEET.

THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 74 IS PT 74

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 74 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 74 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1255534 AT THIS LEVEL AS DEFINED BY DP1255534.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 74 IS A DEVELOPMENT LOT

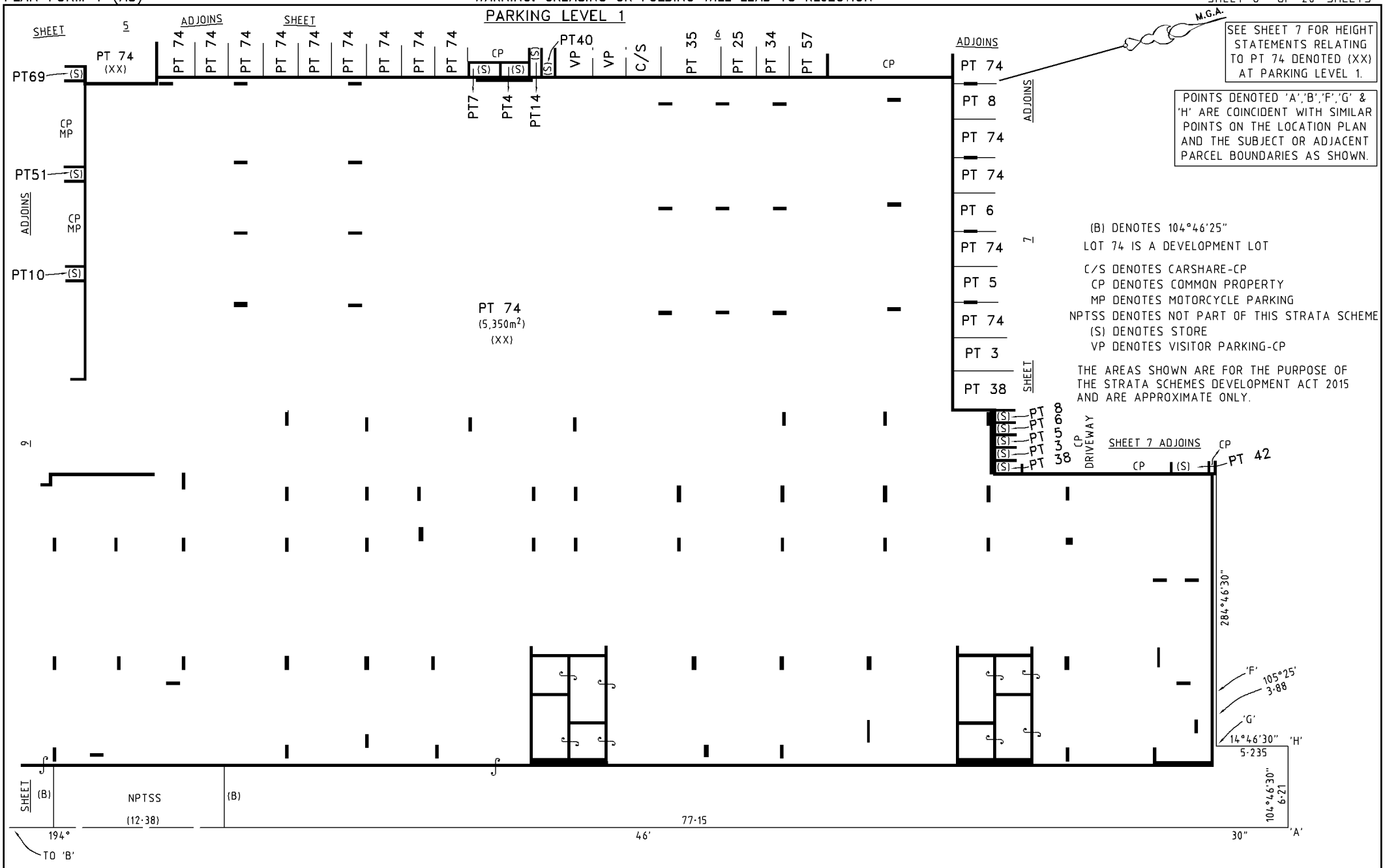
BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 22.10.2019	SP100271

\\Rosebery-Rothschild Ave\Phase3\Stg1-B

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SURVEYOR	PLAN OF	LGA: SYDNEY	Registered	SP100271
Name: Wayne Allen Diver-Tuck Date: 12/09/2019 Reference: 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	Locality: ROSEBERY Reduction Ratio 1: 250 Lengths are in metres.	22.10.2019	

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THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"

LOT 74 IS A DEVELOPMENT LOT

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN

(S) DENOTES STORE
CP DENOTES COMMON PROPERTY
MP DENOTES MOTORCYCLE PARKING

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 22.10.2019	SP100271

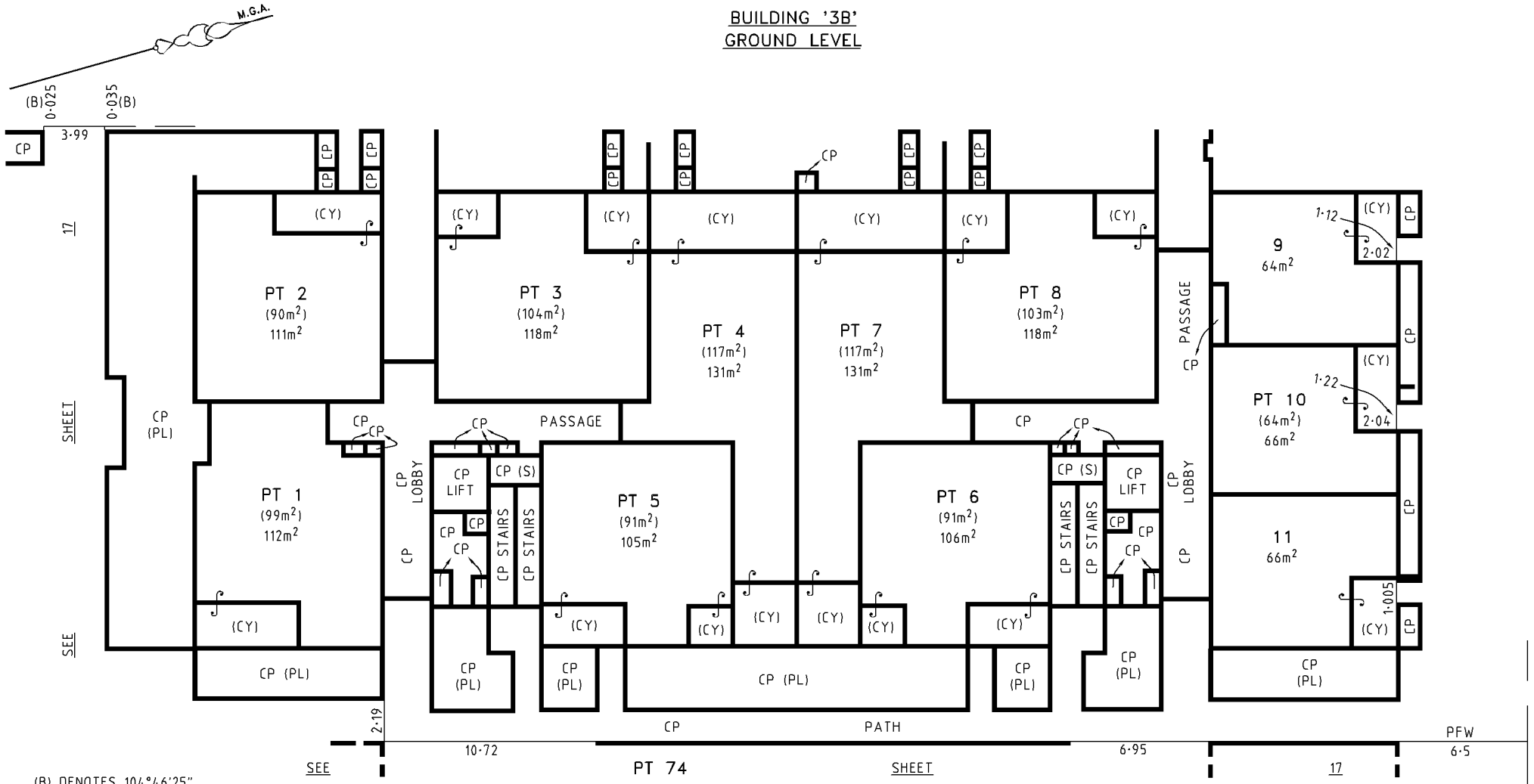
\\Rosebery-Rothschild Ave\Phase3\Stg1-B

VINCULUM ADDED FOR PART LOT 74 AND NPTSS REMOVED SEE 2019/1548 5.12.2019

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BUILDING '3B'
GROUND LEVEL



(B) DENOTES 104°46'25"

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

(PL) DENOTES PLANTER
(S) DENOTES STORE
(CY) DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

PFW DENOTES PROLONGATION OF FACE OF WALL

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

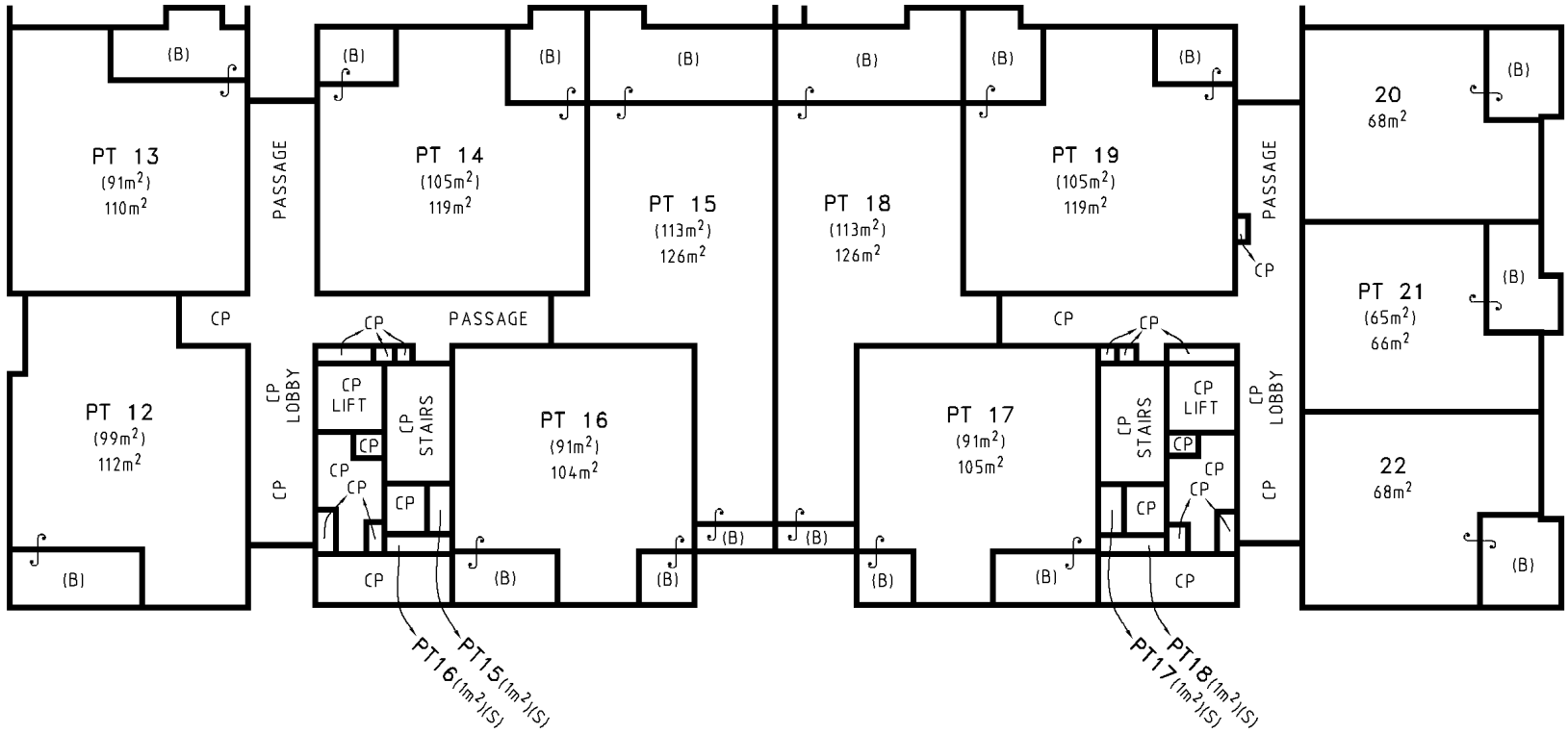
TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

LOT 74 IS A DEVELOPMENT LOT

SURVEYOR	PLAN OF		Registered	
Name: Wayne Allen Diver-Tuck Date: 12/09/2019 Reference: 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	LGA: SYDNEY Locality: ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	22.10.2019	SP100271

M.G.A.

BUILDING '3B'
LEVEL 1



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

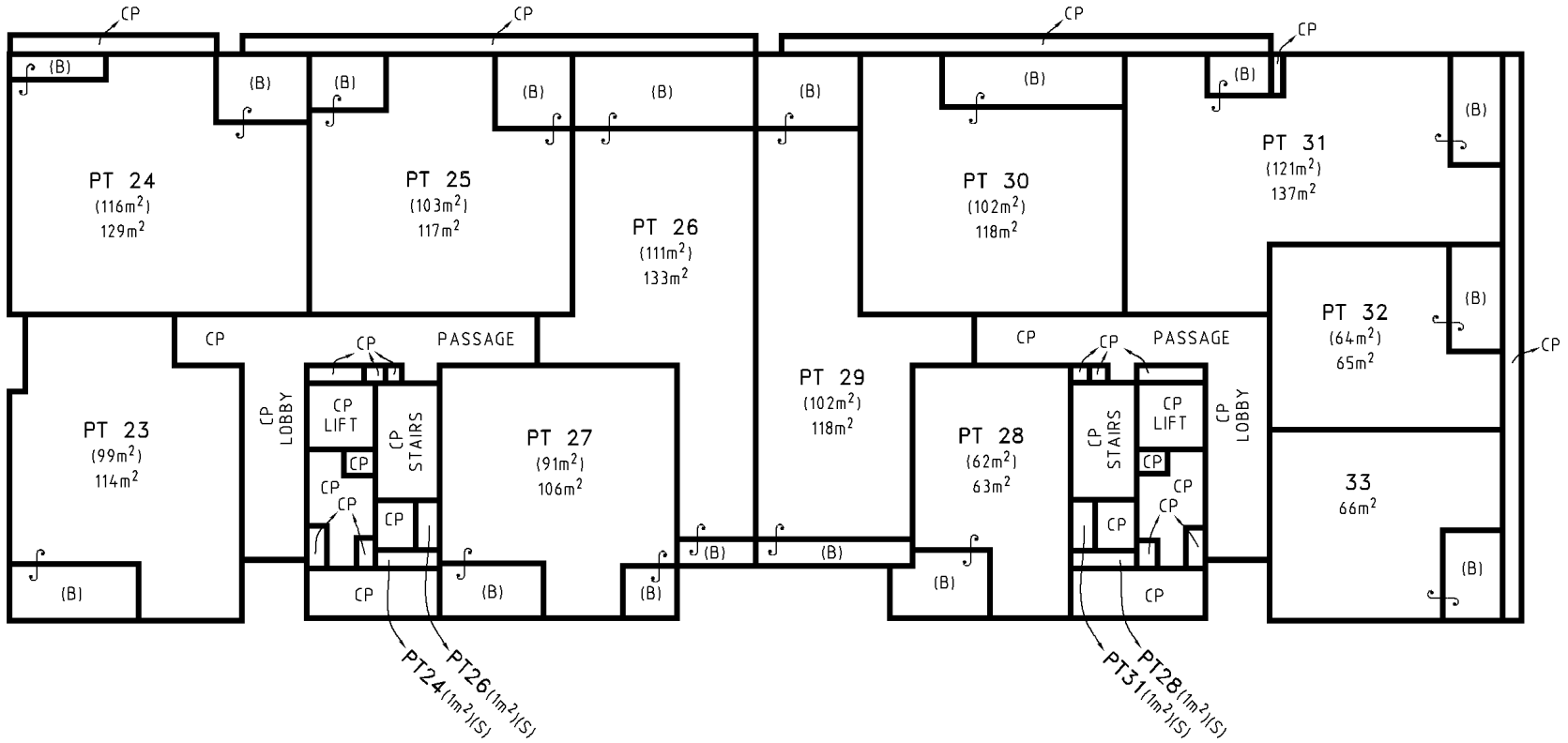
THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 22.10.2019	SP100271

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M.G.A.

BUILDING '3B'
LEVEL 2



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

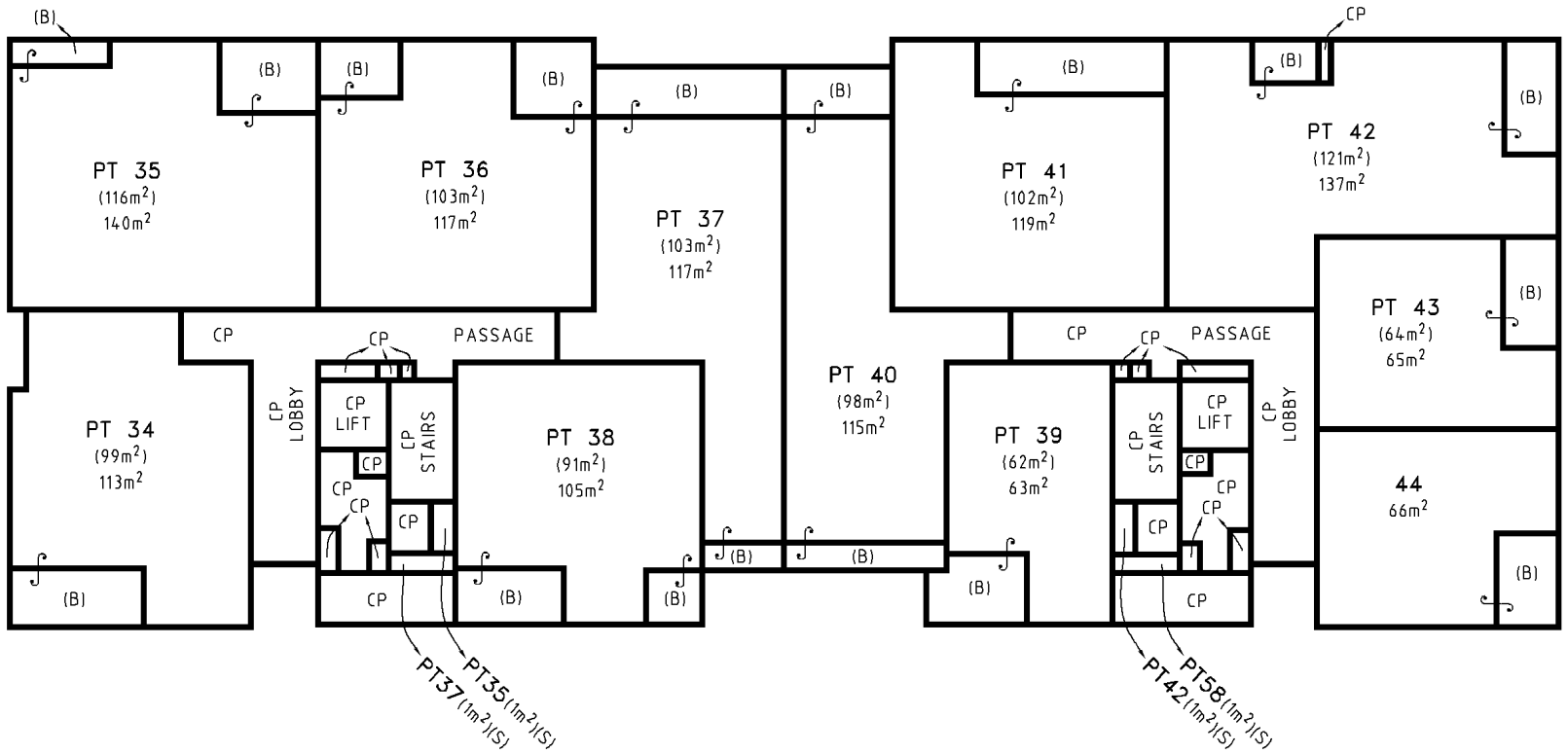
THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1:200 Lengths are in metres.	Registered 22.10.2019	SP100271

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M.G.A.

BUILDING '3B'
LEVEL 3



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

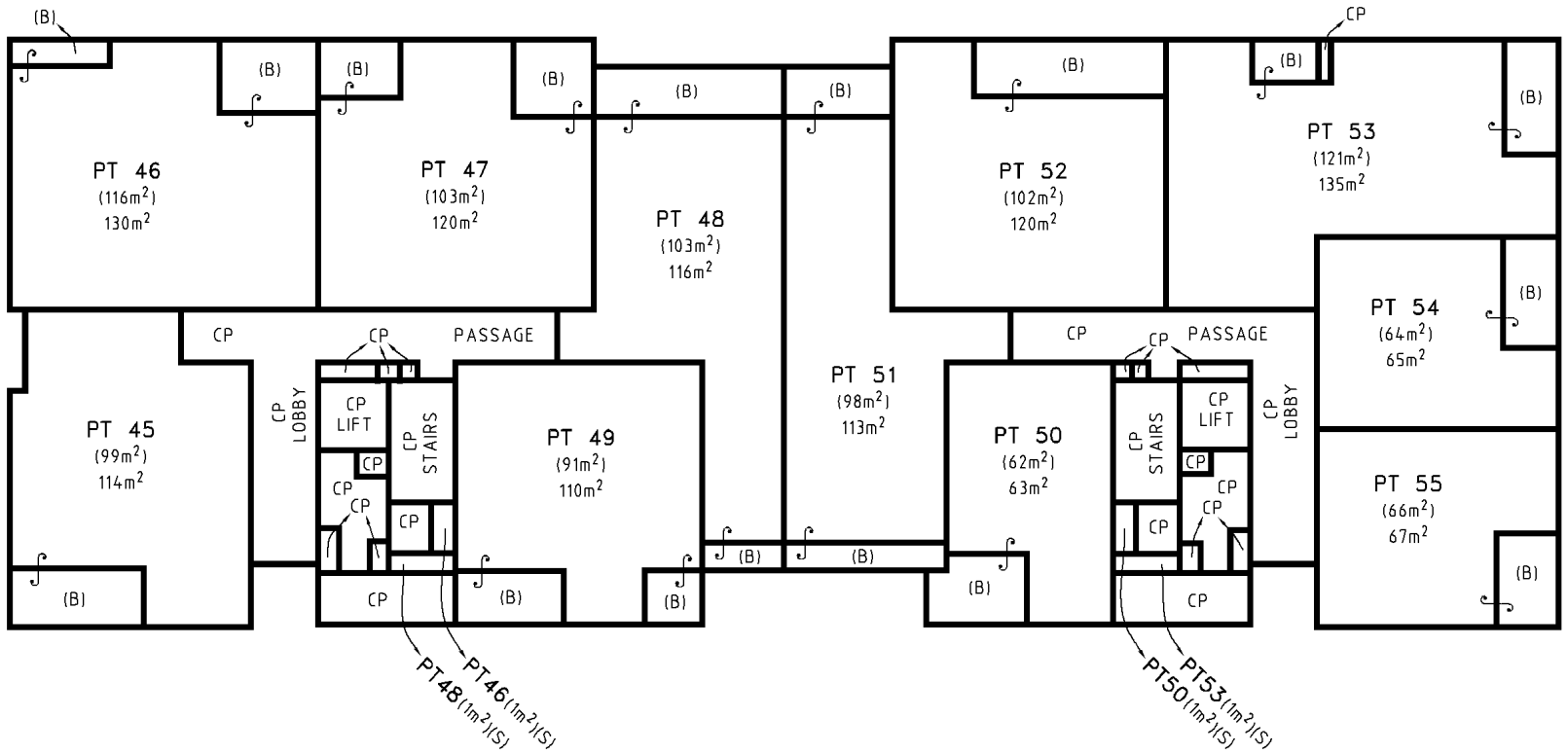
THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF		Registered	
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	22.10.2019	SP100271

Req:R051816 /Doc:SP 0100271 P /Rev:05-Dec-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:13 of 24
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M.G.A.

BUILDING '3B'
LEVEL 4



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

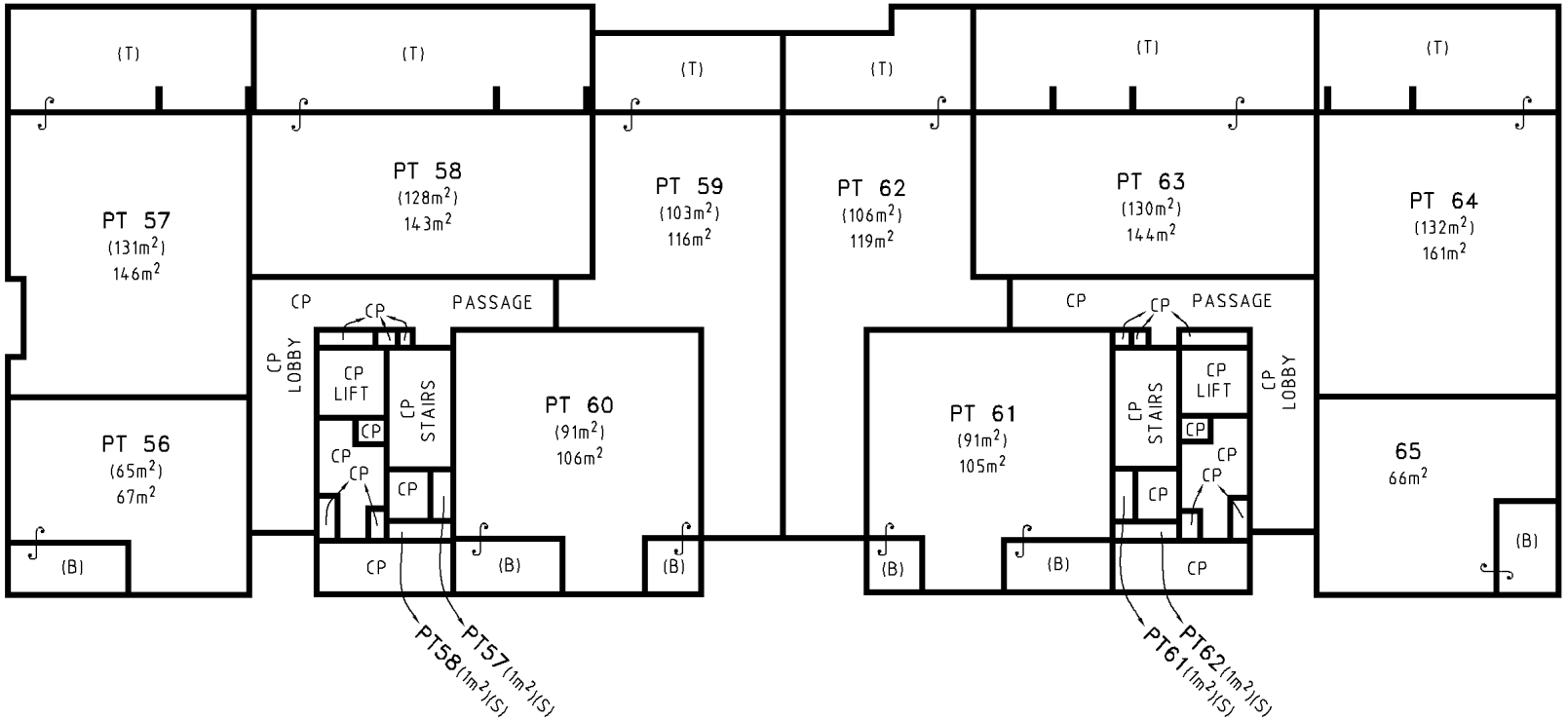
THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF		Registered	
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	22.10.2019	SP100271

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M.G.A.

BUILDING '3B'
LEVEL 5



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE
(T) DENOTES TERRACE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS, BALCONIES AND TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

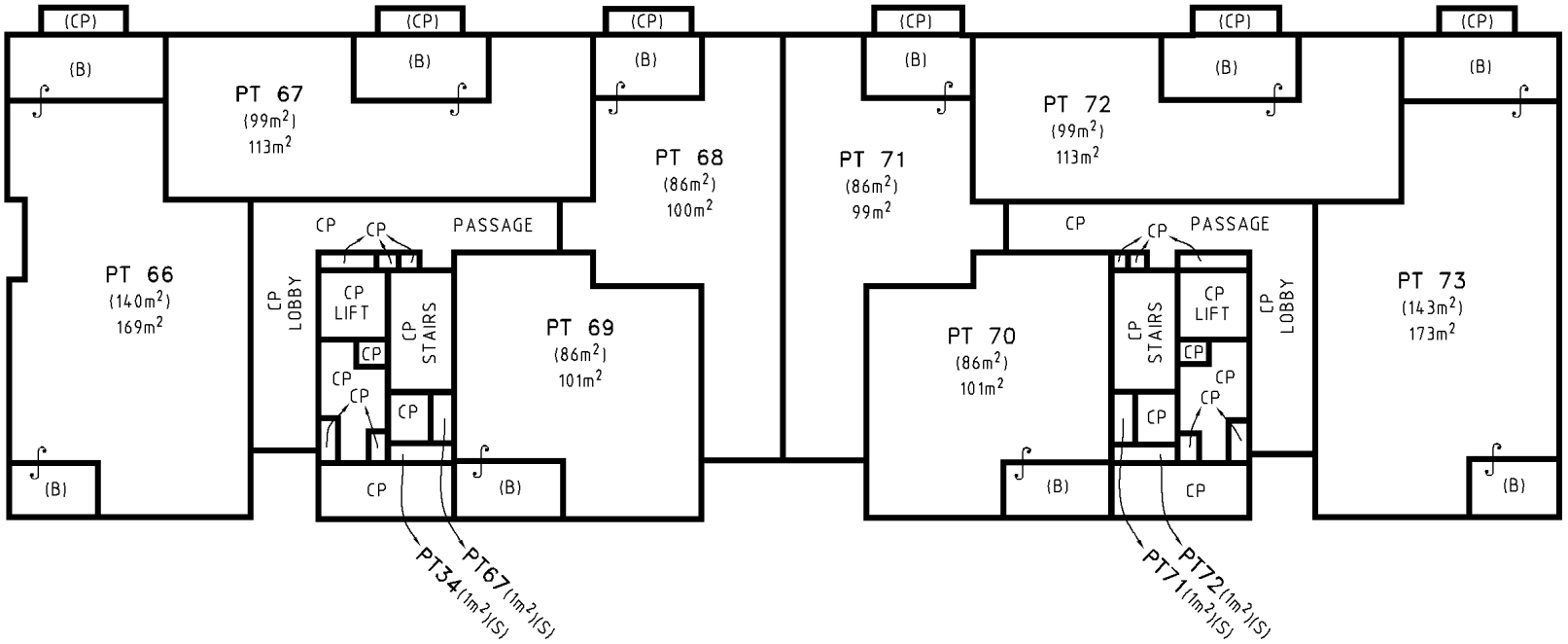
THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1:200 Lengths are in metres.	Registered 22.10.2019	SP100271

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M.G.A.

BUILDING '3B'
LEVEL 6



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

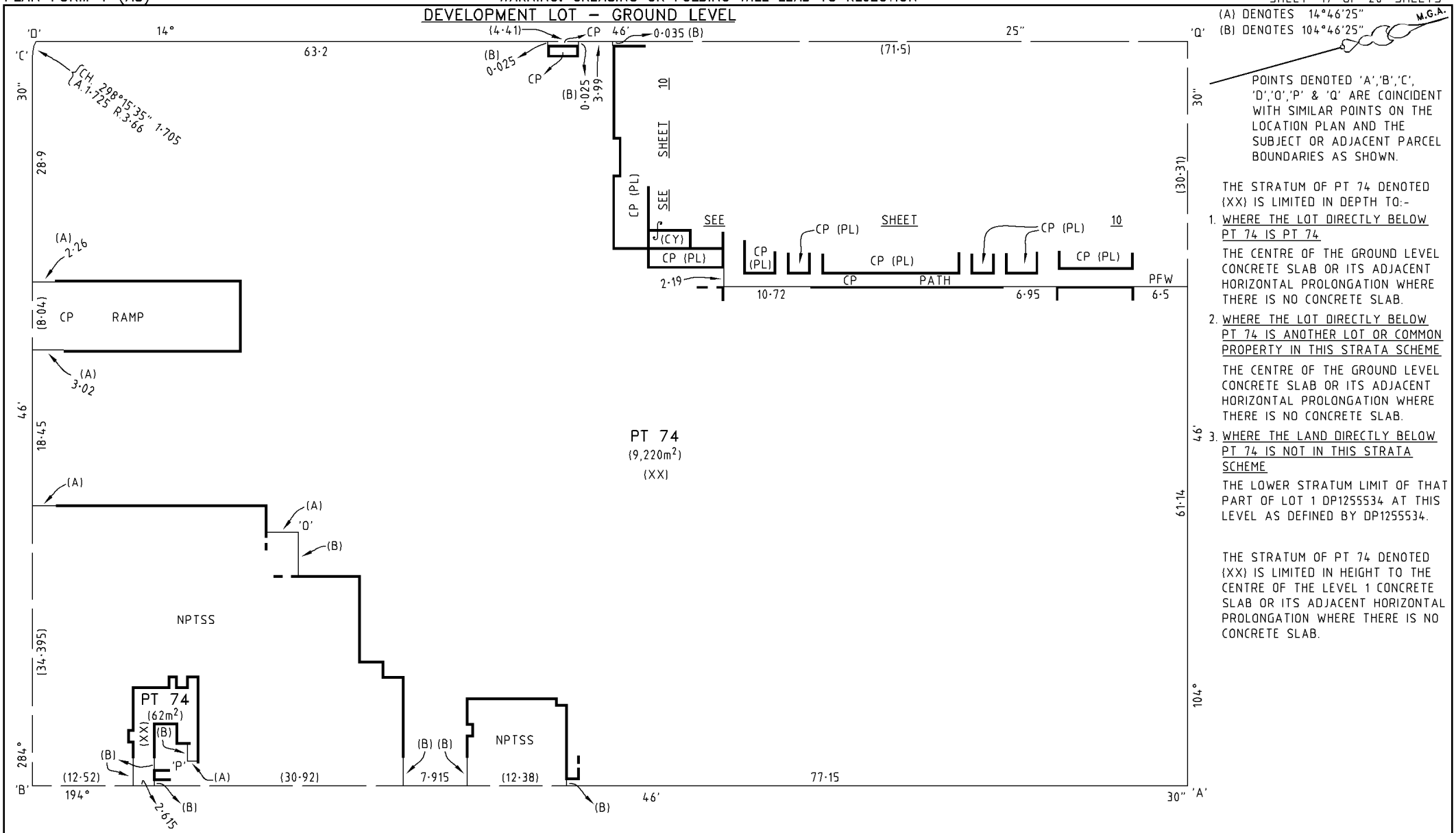
TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF		Registered	
Name: Wayne Allen Diver-Tuck Date: 12/09/2019 Reference: 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	LGA: SYDNEY Locality: ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	22.10.2019	SP100271

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DEVELOPMENT LOT – GROUND LEVEL



POINTS DENOTED 'A','B','C', 'D','O','P' & 'Q' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 74 IS PT 74

   THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 74 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

   THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 74 IS NOT IN THIS STRATA SCHEME

   THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1255534 AT THIS LEVEL AS DEFINED BY DP1255534.

THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

CP DENOTES COMMON PROPERTY
(CY) DENOTES COURTYARD
(PL) DENOTES PLANTER
PFW DENOTES PROLONGATION OF FACE OF WALL

LOT 74 IS A DEVELOPMENT LOT

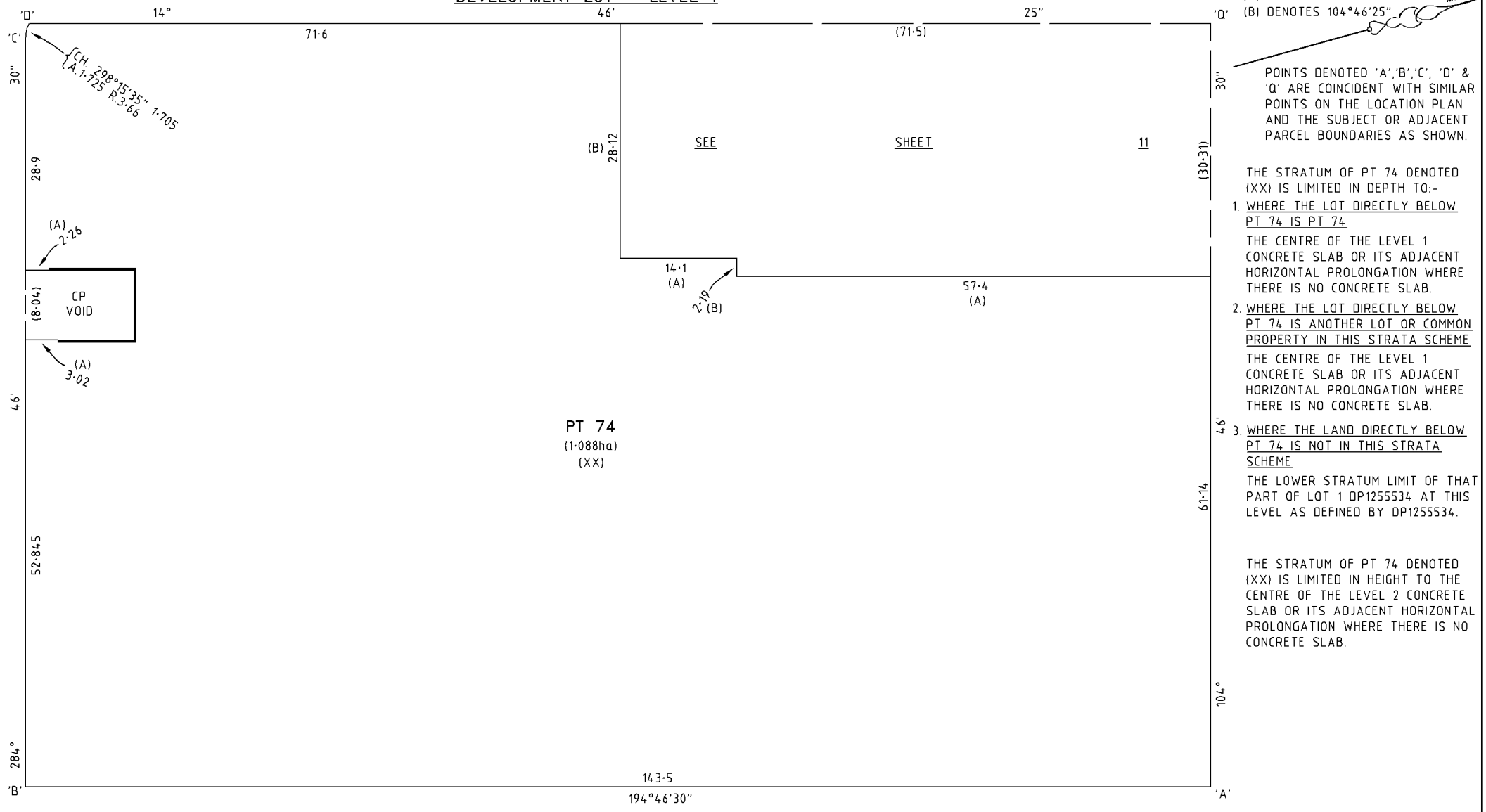
BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

SURVEYOR	PLAN OF		Registered	
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 450 Lengths are in metres.	22.10.2019	SP100271

\\Rosebery-Rothschild Ave\Phase3\Stg1-B

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DEVELOPMENT LOT – LEVEL 1



(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"

M.G.A.

POINTS DENOTED 'A','B','C', 'D' & 'Q' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 74 IS PT 74

   THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 74 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

   THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 74 IS NOT IN THIS STRATA SCHEME

   THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1255534 AT THIS LEVEL AS DEFINED BY DP1255534.

THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

CP DENOTES COMMON PROPERTY

LOT 74 IS A DEVELOPMENT LOT

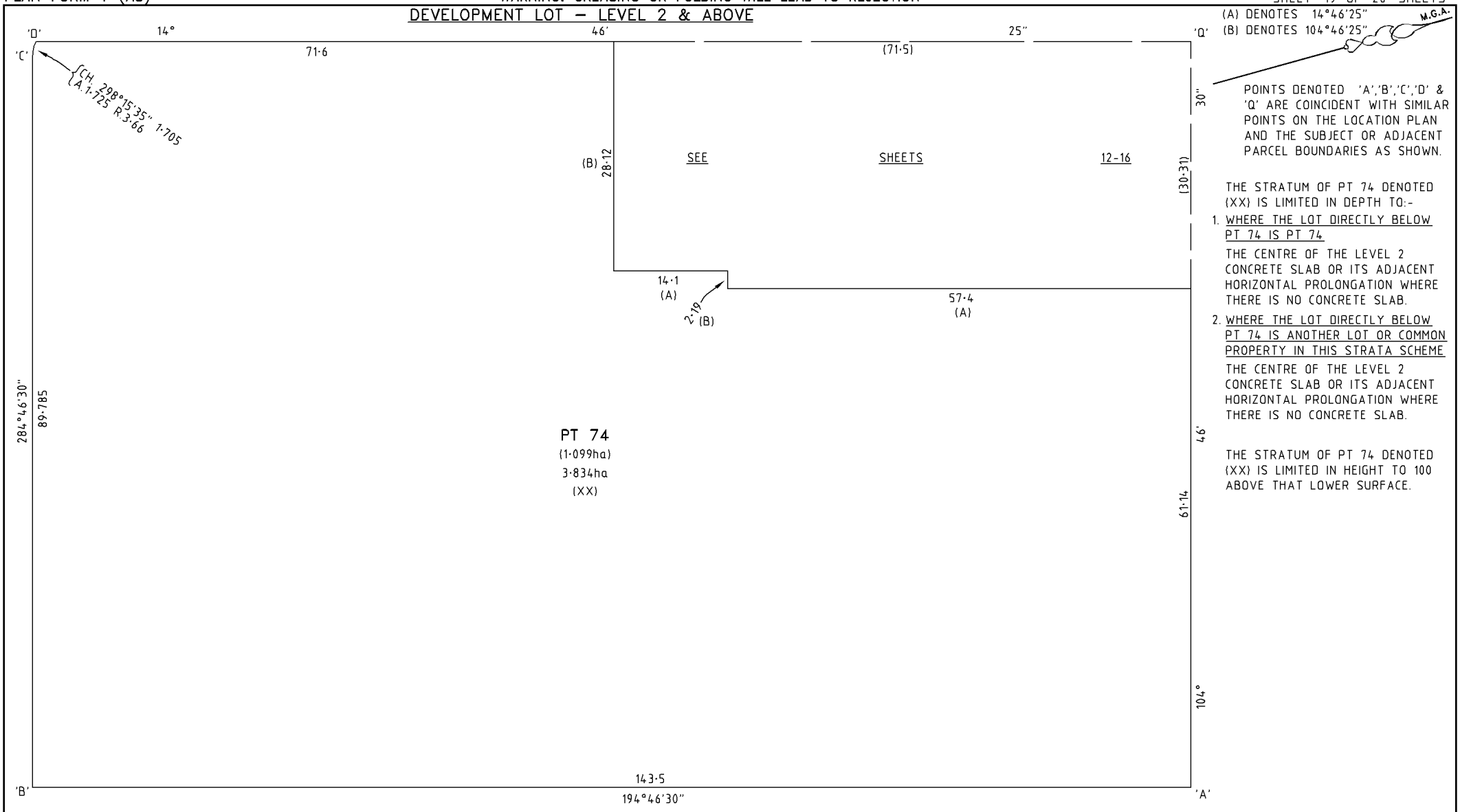
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck Date: 12/09/2019 Reference: 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	LGA: SYDNEY Locality: ROSEBERY Reduction Ratio 1: 450 Lengths are in metres.	Registered 22.10.2019	SP100271

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DEVELOPMENT LOT – LEVEL 2 & ABOVE



(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"

M.G.A.

POINTS DENOTED 'A','B','C','D' & 'Q' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 74 IS PT 74

   THE CENTRE OF THE LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 74 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

   THE CENTRE OF THE LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 74 DENOTED (XX) IS LIMITED IN HEIGHT TO 100 ABOVE THAT LOWER SURFACE.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 74 IS A DEVELOPMENT LOT

SURVEYOR	PLAN OF		Registered	
Name: Wayne Allen Diver-Tuck Date: 12/09/2019 Reference: 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	LGA: SYDNEY Locality: ROSEBERY Reduction Ratio 1: 450 Lengths are in metres.	22.10.2019	SP100271

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EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1255534

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 STORMWATER PUMP OUT PIT (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER VALVE ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL AND SMALL SHOP COLD WATER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 COMMUNICATIONS AND SECURITY ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE HYDRANT PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WATER QUALITY CHAMBER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RAINWATER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK EXHAUST PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SERVICE VEHICLE PARKING SPACES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL ACCESS BOOM GATE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL HYDRANT AND SPRINKLER BOOSTER ENCLOSURE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STRATUM LOT 2 MASTER WATER METER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL KIOSK SUBSTATIONS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOT 2 SMALL SHOP ELECTRICAL METER CUPBOARD (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS TO THE GROUND LEVEL SUPERMARKET GREASE ARRESTOR COVERS AND EXTERNAL PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE CARPARK ENTRY SECURITY GATE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE LEVEL 6 BUILDING 'D' SOUTHERN ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 12/09/2019 **Reference:** 125026-ROSEBERY-PHASE3-STG1	SUBDIVISION OF LOT 1 DP 1255534.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: Lengths are in metres.	Registered 22.10.2019	SP100271

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ePlan

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheets

Office Use Only

Registered: 22.10.2019

Office Use Only

SP100271

PLAN OF SUBDIVISION OF:

LOT 1 DP 1255534.

LGA: SYDNEY

Locality: ROSEBERY

Parish: ALEXANDRIA

County: CUMBERLAND

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

Address for Service of Documents

39 ROTHSCHILD AVENUE,
ROSEBERY NSW 2018

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata schemes together with:~~

Keeping of animals: Option *A/*B

Smoke penetration: Option *A/*B

~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I Wayne Allen Diver-Tuck,

of JBW Surveyors Pty Ltd ACN 001 149 373,

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

~~*The building encroaches on:~~

~~*(a) a public place~~

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

Signature: .....

Date: 12th September 2019

Surveyor ID: 941

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG1

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

Strata Certificate (Accredited Certifier)

I GARRY RYAN being an Accredited Certifier, accreditation number BPB0565, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015.

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

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

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

Certificate Reference: SY170188ST02

Relevant Planning Approval No.: SY170188CD02

issued by: GARRY RYAN

Signature: .....

Date: 18/9/2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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ePlan

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 4 sheets

Office Use Only	Office Use Only
Registered: 22.10.2019	SP100271

VALUER'S CERTIFICATE

I, Tasso Balomenos of LMW ..... being a qualified valuer, as defined in the Strata Schemes Development Act 2015, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature: ..... Date 16/9/2019

SCHEDULE OF UNIT ENTITLEMENT

BUILDING '3B'

LOT	UE	LOT	UE
1	331	41	321
2	308	42	418
3	316	43	251
4	327	44	264
5	321	45	338
6	321	46	414
7	327	47	323
8	316	48	334
9	258	49	329
10	245	50	249
11	258	51	334
12	333	52	323
13	310	53	420
14	318	54	253
15	329	55	268
16	323	56	258
17	323	57	422
18	329	58	353
19	318	59	344
20	260	60	331
21	247	61	331
22	260	62	344
23	334	63	353
24	411	64	444
25	320	65	268
26	331	66	464
27	325	67	346
28	245	68	342
29	331	69	333
30	320	70	333
31	416	71	342
32	249	72	349
33	262	73	464
34	336		
35	412		
36	321		
37	333		
38	327		
39	247		
40	333		

DEVELOPMENT LOT

LOT	U.E.
74	76,209

AGGREGATE 100,000

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG1

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 4 sheets

Office Use Only

Registered: 22.10.2019

Office Use Only

SP100271

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

Clause 60 - Surveying and Spatial Information Regulation 2017

Schedule of street addresses

BUILDING '3B'

LOT	S.A.N	P.A	LOT	S.A.N	P.A
1	G22	35RA	41	332	33RA
2	G23	35RA	42	333	33RA
3	G25	35RA	43	335	33RA
4	G26	35RA	44	336	33RA
5	G27	35RA	45	422	35RA
6	G30	33RA	46	423	35RA
7	G31	33RA	47	425	35RA
8	G32	33RA	48	426	35RA
9	G33	33RA	49	427	35RA
10	G35	33RA	50	430	33RA
11	G36	33RA	51	431	33RA
12	122	35RA	52	432	33RA
13	123	35RA	53	433	33RA
14	125	35RA	54	435	33RA
15	126	35RA	55	436	33RA
16	127	35RA	56	522	35RA
17	130	33RA	57	523	35RA
18	131	33RA	58	525	35RA
19	132	33RA	59	526	35RA
20	133	33RA	60	527	35RA
21	135	33RA	61	530	33RA
22	136	33RA	62	531	33RA
23	222	35RA	63	532	33RA
24	223	35RA	64	533	33RA
25	225	35RA	65	535	33RA
26	226	35RA	66	622	35RA
27	227	35RA	67	623	35RA
28	230	33RA	68	625	35RA
29	231	33RA	69	626	35RA
30	232	33RA	70	630	33RA
31	233	33RA	71	631	33RA
32	235	33RA	72	632	33RA
33	236	33RA	73	633	33RA
34	322	35RA			
35	323	35RA			
36	325	35RA			
37	326	35RA			
38	327	35RA			
39	330	33RA			
40	331	33RA			

PRIMARY ADDRESS FOR THE COMMON PROPERTY:
No.39 Rothschild Avenue, Rosebery
PRIMARY ADDRESS FOR LOT 74 - NOT APPLICABLE.

S.A.N DENOTES SUB-ADDRESS NUMBER
P.A DENOTES PRIMARY ADDRESS
33RA DENOTES PRIMARY ADDRESS IS 33 Rothschild Avenue, Rosebery
35RA DENOTES PRIMARY ADDRESS IS 35 Rothschild Avenue, Rosebery

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG1

Req:R051816 /Doc:SP 0100271 P /Rev:05-Dec-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:24 of 24
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 4 sheets

Office Use Only	Office Use Only
Registered: 22.10.2019	SP100271

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

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: KARIMBLA PROPERTIES (NO.49) PTY LTD ACN 168 601 223

Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

THIS PLAN CONTAIN A STRATA DEVELOPMENT CONTRACT

ROBYN McCULLY

SECRETARY

James Sialepis
DIRECTOR

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG1

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 70						
MARK	MGA CO-ORDINATES ZONE 56 EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
SSM 49315	334416·792	6246223·743	B	2	SC	FD
SSM 49316	334317·218	6245960·360	B	2	SC	FD
SSM 49317	334271·268	6245722·732	B	2	SC	FD
SSM 130505	334050·458	6245823·123	B	2	SC	FD
SSM 192222	334201	6245883	U	U	SC	FD
SSM 192223	334283	6245861	U	U	SC	FD
PM 59536	334192·382	6246303·045	B	2	SC	FD
SSM 130522	334382·750	6246135·756	B	2	SC	FD
SSM 195248	334226	6246149	U	U	SC	FD
COMBINED SCALE FACTOR 0·999931						
SC DENOTES FROM S.C.I.M.S. 09/07/2019. FD DENOTES FOUND.						

LOTS 1 & 2 ARE STRATUM LOTS LIMITED IN STRATUM AS SHOWN ON THE PLANS, SECTIONS, DIAGRAMS & SCHEDULES.

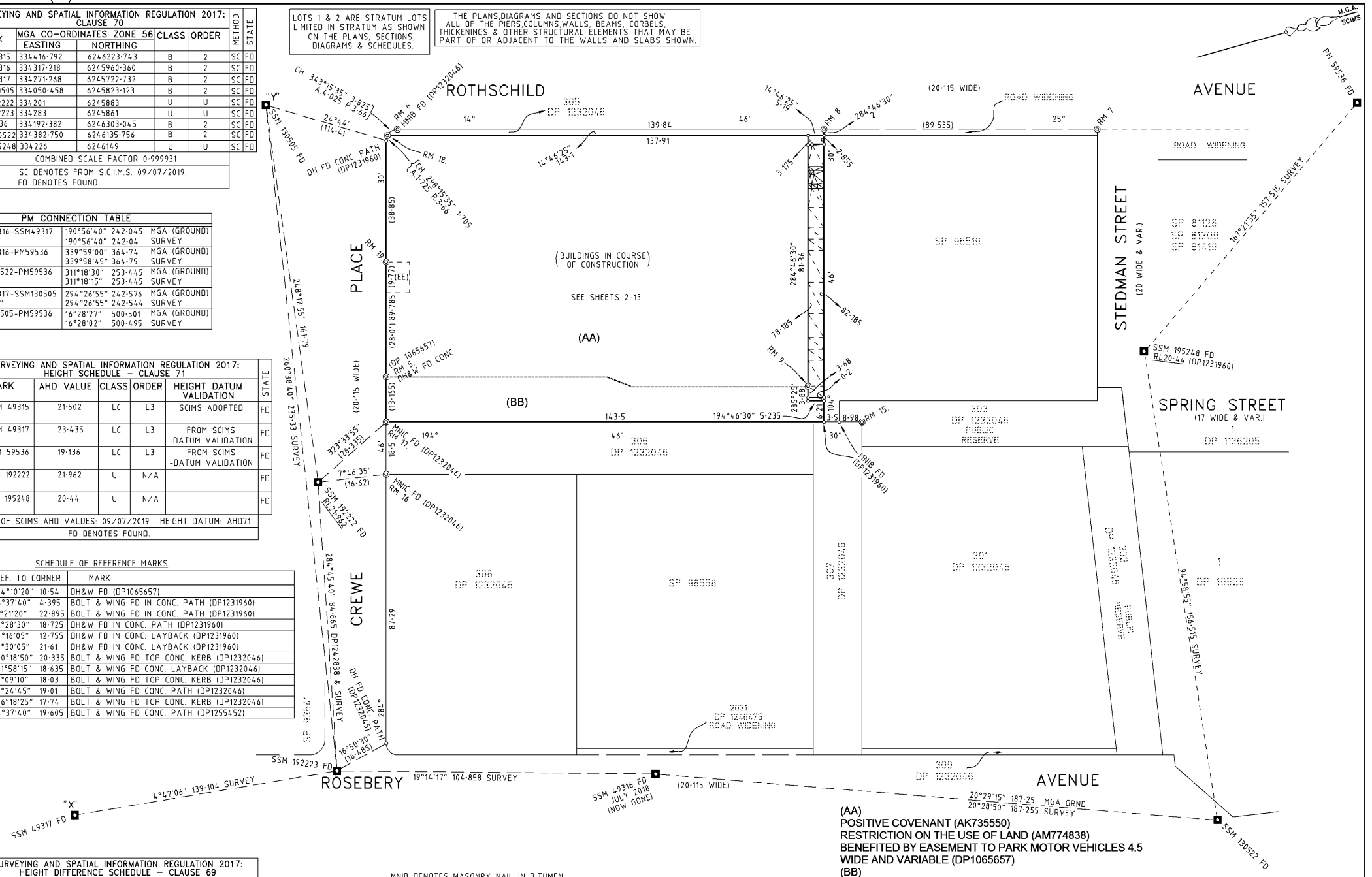
THE PLANS,DIAGRAMS AND SECTIONS DO NOT SHOW ALL OF THE PIERS,COLUMNS,WALLS, BEAMS, CORBELS, THICKENINGS & OTHER STRUCTURAL ELEMENTS THAT MAY BE PART OF OR ADJACENT TO THE WALLS AND SLABS SHOWN.

PM CONNECTION TABLE			
SSM49316-SSM49317	190°56'40" 242·045 190°56'40" 242·04	MGA (GROUND) SURVEY
SSM49316-PM59536	339°59'00" 364·74 339°58'45" 364·75	MGA (GROUND) SURVEY
SSM130522-PM59536	311°18'30" 253·445 311°18'15" 253·445	MGA (GROUND) SURVEY
SSM49317-SSM130505 "X"-"Y"	294°26'55" 242·576 294°26'55" 242·544	MGA (GROUND) SURVEY
SSM130505-PM59536	16°28'27" 500·501 16°28'02" 500·495	MGA (GROUND) SURVEY

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: HEIGHT SCHEDULE – CLAUSE 71					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 49315	21·502	LC	L3	SCIMS ADOPTED	FD
SSM 49317	23·435	LC	L3	FROM SCIMS -DATUM VALIDATION	FD
PM 59536	19·136	LC	L3	FROM SCIMS -DATUM VALIDATION	FD
SSM 192222	21·962	U	N/A		FD
SSM 195248	20·44	U	N/A		FD
DATE OF SCIMS AHD VALUES: 09/07/2019 HEIGHT DATUM: AHD71					
FD DENOTES FOUND.					

SCHEDULE OF REFERENCE MARKS

RM	REF. TO CORNER		MARK
5.	284°10'20"	10·54	DH&W FD (DP1065657)
6.	24°37'40"	4·395	BOLT & WING FD IN CONC. PATH (DP1231960)
	17°21'20"	22·895	BOLT & WING FD IN CONC. PATH (DP1231960)
7.	92°28'30"	18·725	DH&W FD IN CONC. PATH (DP1231960)
8.	24°16'05"	12·755	DH&W FD IN CONC. LAYBACK (DP1231960)
	67°30'05"	21·61	DH&W FD IN CONC. LAYBACK (DP1231960)
9.	280°18'50"	20·335	BOLT & WING FD TOP CONC. KERB (DP1232046)
15.	331°58'15"	18·635	BOLT & WING FD CONC. LAYBACK (DP1232046)
16.	25°09'10"	18·03	BOLT & WING FD TOP CONC. KERB (DP1232046)
17.	27°24'45"	19·01	BOLT & WING FD CONC. PATH (DP1232046)
18.	356°18'25"	17·74	BOLT & WING FD TOP CONC. KERB (DP1232046)
19.	34°37'40"	19·605	BOLT & WING FD CONC. PATH (DP1255452)



SURVEYING AND SPATIAL INFORMATION REGULATION 2017: HEIGHT DIFFERENCE SCHEDULE – CLAUSE 69			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 49315	SSM 49317	+1·944	TRIG. HEIGHTING
SSM 49317	SSM 192222	-1·483	TRIG. HEIGHTING
SSM 192222	PM 59536	-2·841	TRIG. HEIGHTING
PM 59536	SSM 49315	+2·379	TRIG. HEIGHTING
SSM 49315	SSM 195248	-1·063	TRIG. HEIGHTING
SSM 195248	SSM 59536	-1·313	TRIG. HEIGHTING

MNIB DENOTES MASONRY NAIL IN BITUMEN
MNIC DENOTES MASONRY NAIL IN CONCRETE

(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

(AA)
POSITIVE COVENANT (AK735550)
RESTRICTION ON THE USE OF LAND (AM774838)
BENEFITED BY EASEMENT TO PARK MOTOR VEHICLES 4.5 WIDE AND VARIABLE (DP1065657)
(BB)
POSITIVE COVENANT (AM729400)
RESTRICTION ON THE USE OF LAND (AM729401)
RESTRICTION ON THE USE OF LAND (AM838129

Surveyor: WAYNE ALLEN DIVER-TUCK Date of Survey: 26/07/2019 Surveyor's Ref:125026ROSE-D3STRATUM NSWLRS REF: 2019M7100 (887) Additional Sheets	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	LGA: SYDNEY Locality: ROSEBERY Subdivision No: Lengths are in metres. Reduction Ratio 1:800	Registered 16.9.2019	DP1255534

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

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

Req:R051813 /Doc:DP 1255534 P /Rev:16-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 16
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STRATUM NOTES

PARKING LEVEL 1 & BELOW

NOTES PL1-1 & PL1-2:
PT 1 IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTES PL1-3, PL1-4, & PL1-5:
PT 2 IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

GROUND LEVEL

NOTE GL-1:
PT 1 IS LIMITED IN DEPTH TO RL21·5 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-2:
PT 1 IS LIMITED IN DEPTH TO RL21·3 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-3:
PT 1 IS LIMITED IN DEPTH TO RL21·85 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-4:
PT 1 IS LIMITED IN DEPTH TO RL22·25 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-5:
PT 1 IS LIMITED IN DEPTH TO RL20·75 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-6:
PT 1 IS LIMITED IN DEPTH TO RL20·65 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-7:
PT 1 IS LIMITED IN DEPTH TO RL21·88 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-8:
PT 2 IS LIMITED IN DEPTH TO RL21·88 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-9:
PT 2 IS LIMITED IN DEPTH TO RL21·75 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-10:
PT 2 IS LIMITED IN DEPTH TO RL21·5 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTES GL-11 & GL-12:
PT 2 IS LIMITED IN DEPTH TO RL22·0 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-13:
PT 2 IS LIMITED IN DEPTH TO THE INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-14:
PT 1 IS LIMITED IN DEPTH TO RL18·0 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-15:
PT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-16:
PT 1 IS LIMITED IN DEPTH TO RL20·6 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

LEVEL 1 & ABOVE

NOTE L1-1:
PT 1 IS LIMITED IN DEPTH TO RL26·38 AND IS UNLIMITED IN HEIGHT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE L1-2:
PT 1 IS LIMITED IN DEPTH TO RL26·8 AND IS UNLIMITED IN HEIGHT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

EASEMENT (PAE3):

NOTE P3-1:
EASEMENT (PAE3) IS LIMITED IN DEPTH TO RL19·3 AND IS LIMITED IN HEIGHT TO RL26·38.

NOTES P3-2 & P3-3:
EASEMENT (PAE3) IS LIMITED IN DEPTH TO THE REGULAR INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS LIMITED IN HEIGHT TO RL26·38.

NOTE P3-4:
EASEMENT (PAE3) IS LIMITED IN DEPTH TO RL21·8 AND IS LIMITED IN HEIGHT TO RL26·38.

NOTE P3-5:
EASEMENT (PAE3) IS LIMITED IN DEPTH TO RL26·38 AND IS UNLIMITED IN HEIGHT.

EASEMENTS CREATED BY DP1231960:

NOTE P2-1:
EASEMENT (PAE2) IS LIMITED IN DEPTH TO RL18·9 AND IS UNLIMITED IN HEIGHT.

NOTE P2-2:
EASEMENT (PAE2) IS LIMITED IN DEPTH TO THE REGULAR INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS UNLIMITED IN HEIGHT.

NOTE P2-3:
EASEMENT (PAE2) IS LIMITED IN DEPTH TO RL21·6 AND IS UNLIMITED IN HEIGHT.

NOTE DTA-1:
EASEMENT (DTA1) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 1 DEFINED BY NOTE GL-15 AND IS LIMITED IN HEIGHT TO 3 ABOVE THAT LOWER STRATUM LIMIT.

NOTE DTA-2:
EASEMENT (DTA2) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 1 DEFINED BY NOTE GL-15 AND IS LIMITED IN HEIGHT TO 3 ABOVE THAT LOWER STRATUM LIMIT.

INDEX TO DIAGRAMS

DIAGRAM	SHEET	DIAGRAM	SHEET	DIAGRAM	SHEET
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GL-9B	7	GL-9C	7	GL-9D	7
GL-9E	8	GL-9F	8	GL-9G	8
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PAE3	13				

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'C'-'C'	11	'D'-'D'	11	'E'-'E'	11
'F'-'F'	11	'G'-'G'	9	'H'-'H'	11
'I'-'I'	12	'J'-'J'	12	'K'-'K'	4
'L'-'L'	4	'M'-'M'	12	'N'-'N'	4
'O'-'O'	12	'P'-'P'	10		

EASEMENT NOTATIONS

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOTS 1 & 2
EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOTS 1 & 2
EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOTS 1 & 2
EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOTS 1 & 2
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 STORMWATER PUMP OUT PIT (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER VALVE ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL AND SMALL SHOP COLD WATER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 COMMUNICATIONS AND SECURITY ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE HYDRANT PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WATER QUALITY CHAMBER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RAINWATER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK EXHAUST PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SERVICE VEHICLE PARKING SPACES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 LOADING DOCK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WASTE ROOM AND POOL SEWER PUMP OUT STATION (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 BULKY GOODS STORE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 POOL EXHAUST FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL WASTE STORE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 END OF TRIP FACILITIES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL ACCESS BOOM GATE (ENTIRE LOT) AFFECTS THE WHOLE OF LOTS 1 & 2
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL HYDRANT AND SPRINKLER BOOSTER ENCLOSURE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STRATUM LOT 2 MASTER WATER METER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL KIOSK SUBSTATIONS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS REGULATOR CUPBOARD (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOT 2 SMALL SHOP ELECTRICAL METER CUPBOARD (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS TO THE GROUND LEVEL SUPERMARKET GREASE ARRESTOR COVERS AND EXTERNAL PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE CARPARK ENTRY SECURITY GATE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR ACCESS AND USE OF THE LEVEL 6 BUILDING 'D' SOUTHERN ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1
EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT) AFFECTS THE WHOLE OF LOTS 1 & 2

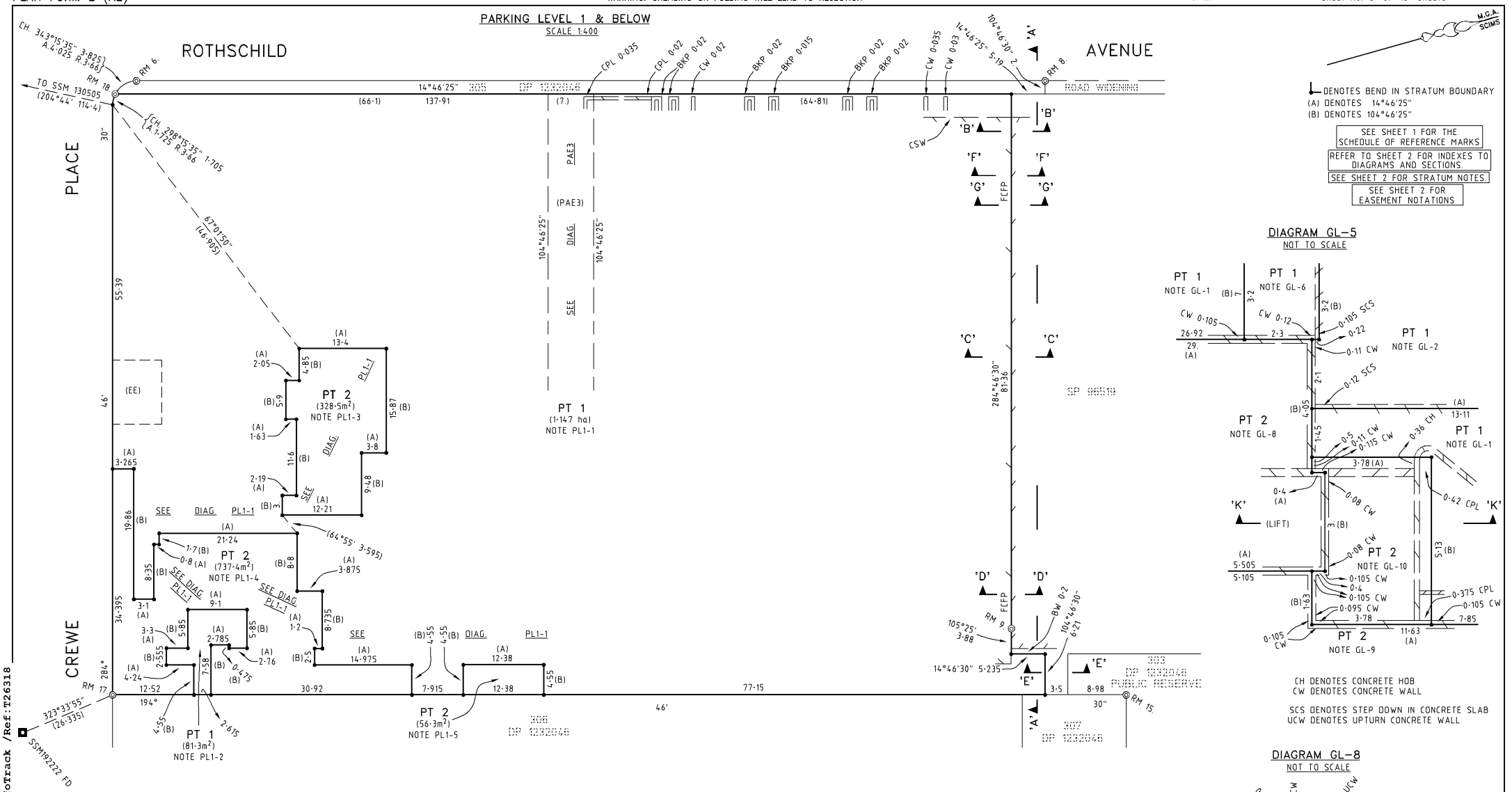
Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 26/07/2019 **Surveyor's Ref:**125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1:	Registered 16.9.2019	DP1255534

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

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

Req:R051813 /Doc:DP 1255534 P /Rev:16-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 16
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PARKING LEVEL 1 & BELOW
SCALE 1:400



DENOTES BEND IN STRATUM BOUNDARY
(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"

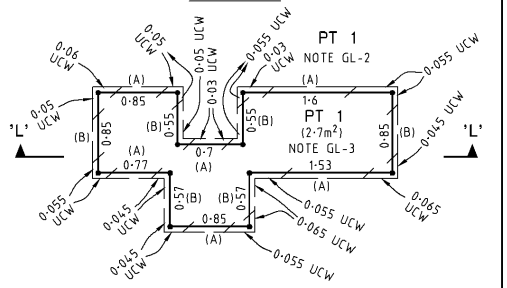
SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS
REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS.
SEE SHEET 2 FOR STRATUM NOTES.
SEE SHEET 2 FOR EASEMENT NOTATIONS

DIAGRAM GL–5
NOT TO SCALE

CH DENOTES CONCRETE HOB
CW DENOTES CONCRETE WALL

SCS DENOTES STEP DOWN IN CONCRETE SLAB
UCW DENOTES UPTURN CONCRETE WALL

DIAGRAM GL–8
NOT TO SCALE



BKP DENOTES BRICK PLANTER
BW DENOTES BASEMENT WALL
CPL DENOTES CONCRETE PLANTER
CSW DENOTES CONCRETE SHORING WALL
FCFP DENOTES SOUTH FACE OF CONCRETE FILLED PLASTIC FORMED BASEMENT WALL (DP1231960)

(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

Surveyor: WAYNE ALLEN DIVER-TUCK Date of Survey: 26/07/2019 Surveyor's Ref:125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	LGA: SYDNEY Locality: ROSEBERY Subdivision No: Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

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

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

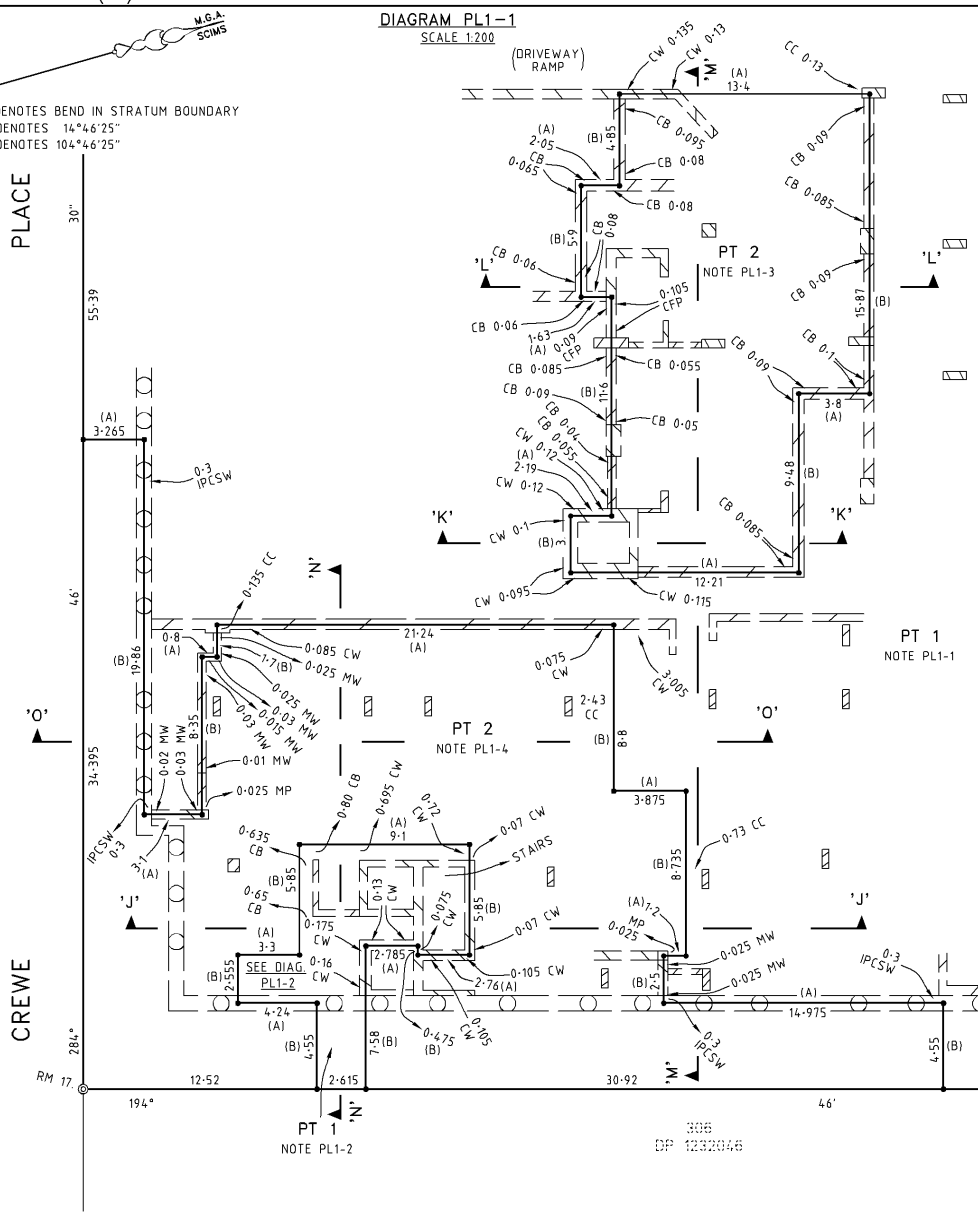
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M.G.A. SCIMS

DENOTES BEND IN STRATUM BOUNDARY
(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"

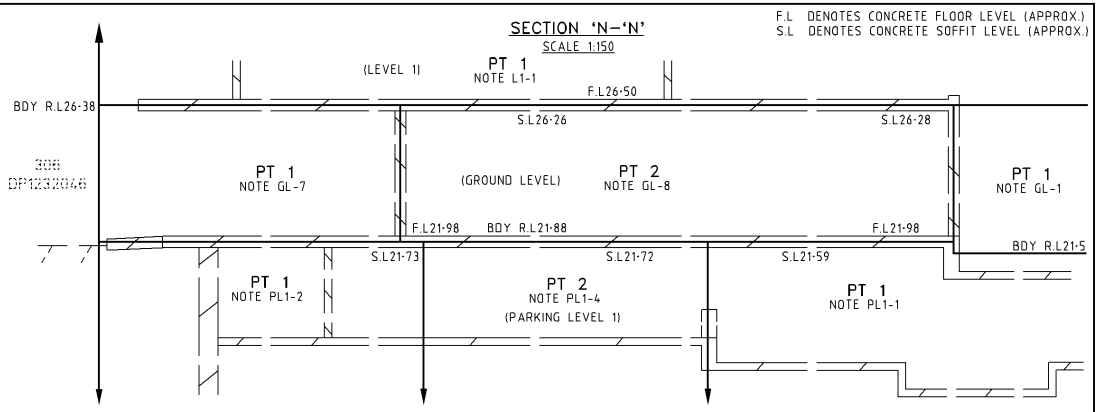
DIAGRAM PL1–1
SCALE 1:200



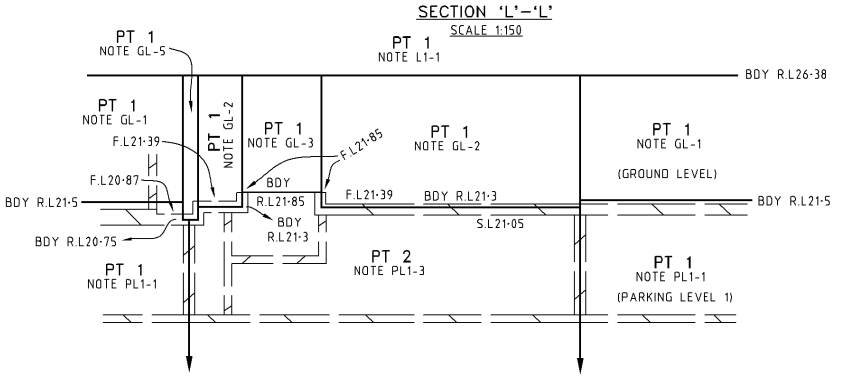
SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS
REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS.
SEE SHEET 2 FOR STRATUM NOTES
SEE SHEET 2 FOR EASEMENT NOTATIONS

F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S.L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)

SECTION 'N–'N'
SCALE 1:150



SECTION 'L'–'L'
SCALE 1:150



SECTION 'K'–'K'
SCALE 1:150

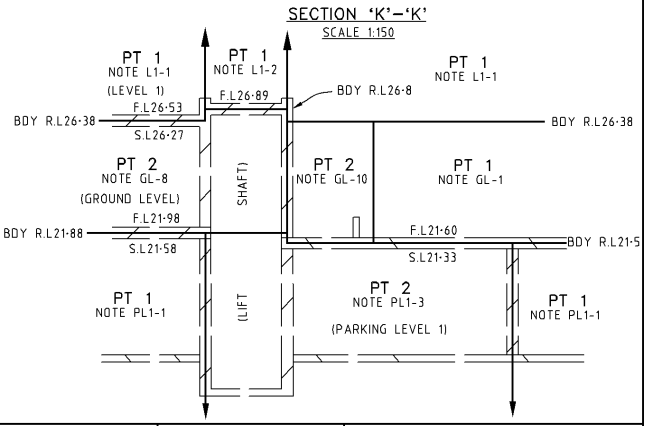
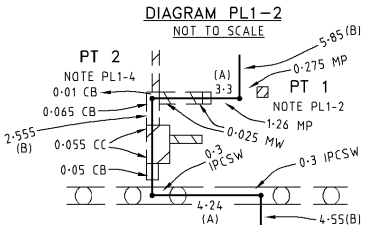


DIAGRAM PL1–2
NOT TO SCALE



CB DENOTES CONCRETE BLOCK WALL
CC DENOTES CONCRETE COLUMN
CFP DENOTES CONCRETE FILLED PLASTIC FORMED WALL
CW DENOTES CONCRETE WALL
MP DENOTES METAL POST
MW DENOTES METAL WALL 0·05 WIDE
IPCSW DENOTES IRREGULAR PILED CONCRETE SHORING WALL

DENOTES UNLIMITED IN HEIGHT
DENOTES UNLIMITED IN DEPTH

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 26/07/2019 **Surveyor's Ref:**125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

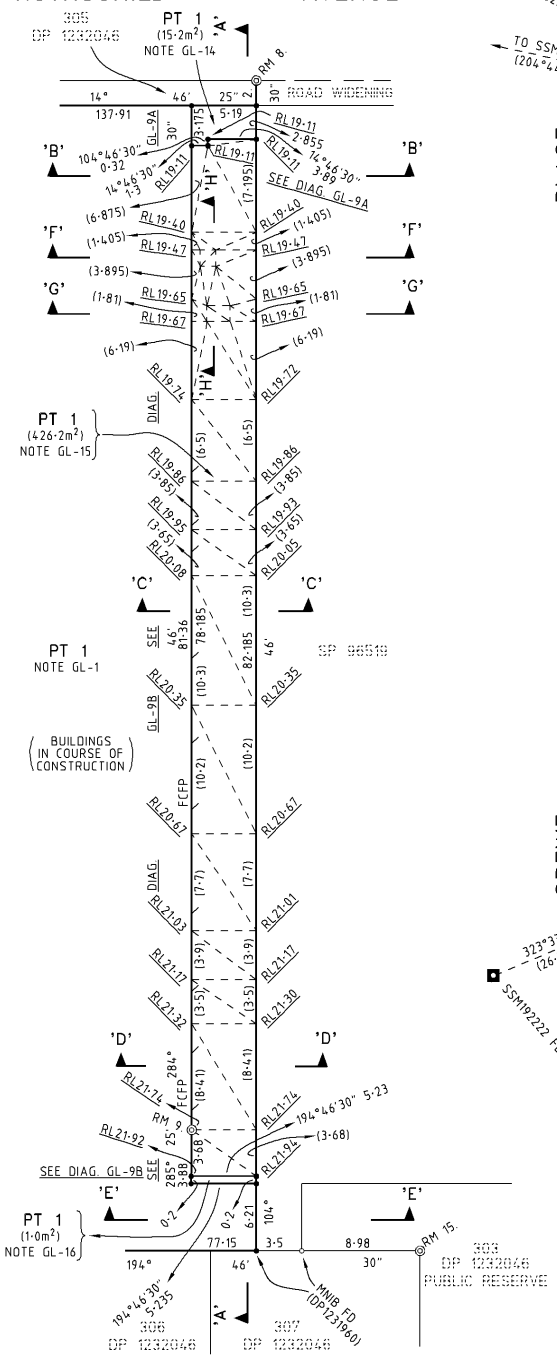
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

Req:R051813 /Doc:DP 1255534 P /Rev:16-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:5 of 16
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M.G.A. SCIMS

DIAGRAM GL–9
SCALE 1:300



GROUND LEVEL
SCALE 1:400

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES.

SEE SHEET 2 FOR EASEMENT NOTATIONS

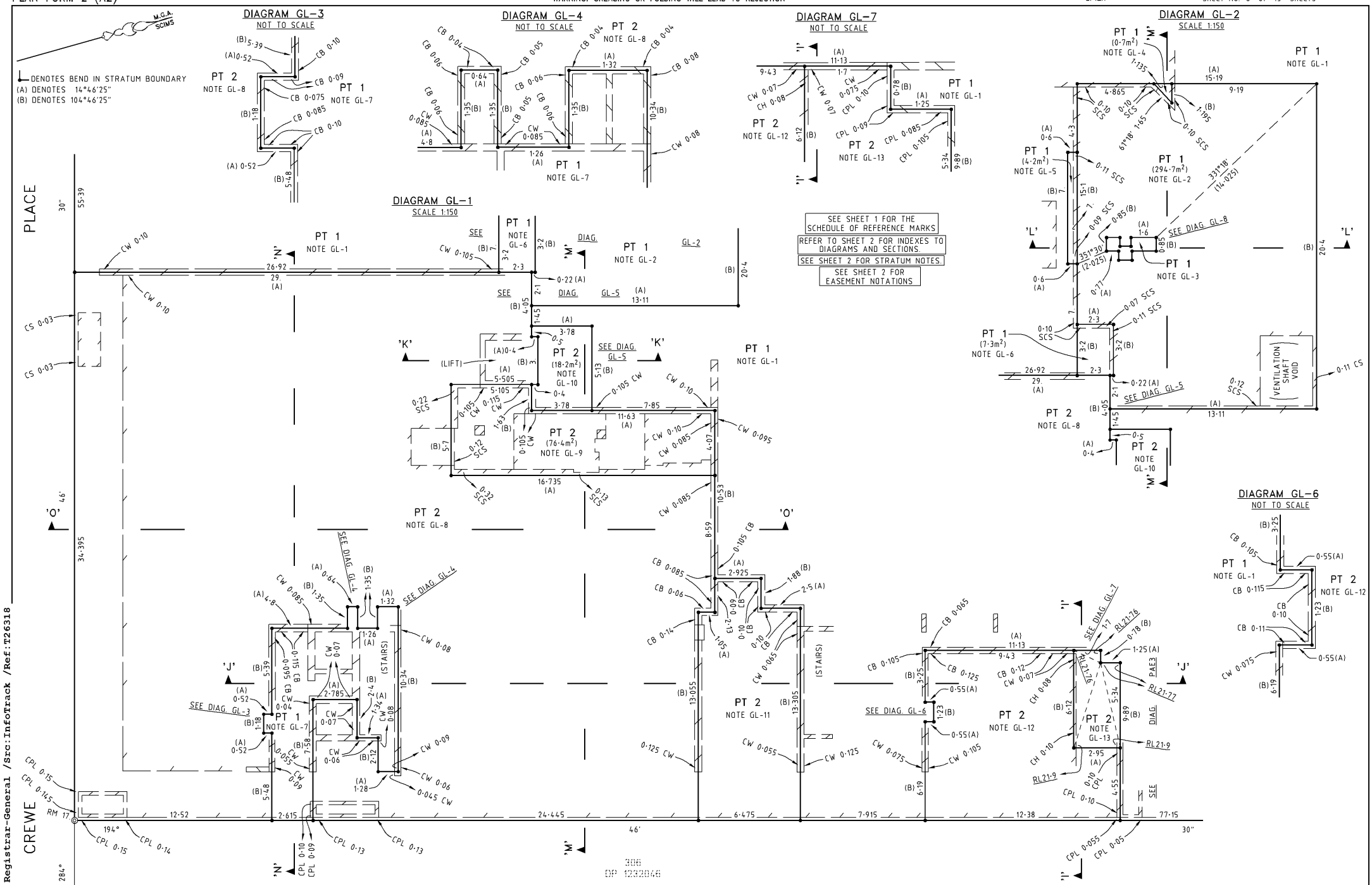
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORMED BASEMENT WALL (DP1231960)
MNIB DENOTES MASONRY NAIL IN BITUMEN

(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

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

Surveyor: WAYNE ALLEN DIVER-TUCK Date of Survey: 26/07/2019 Surveyor's Ref:125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	LGA: SYDNEY Locality: ROSEBERY Subdivision No: Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM



Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 26/07/2019 **Surveyor's Ref:**125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1: SHEET SEE	Registered 16.9.2019	DP1255534

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

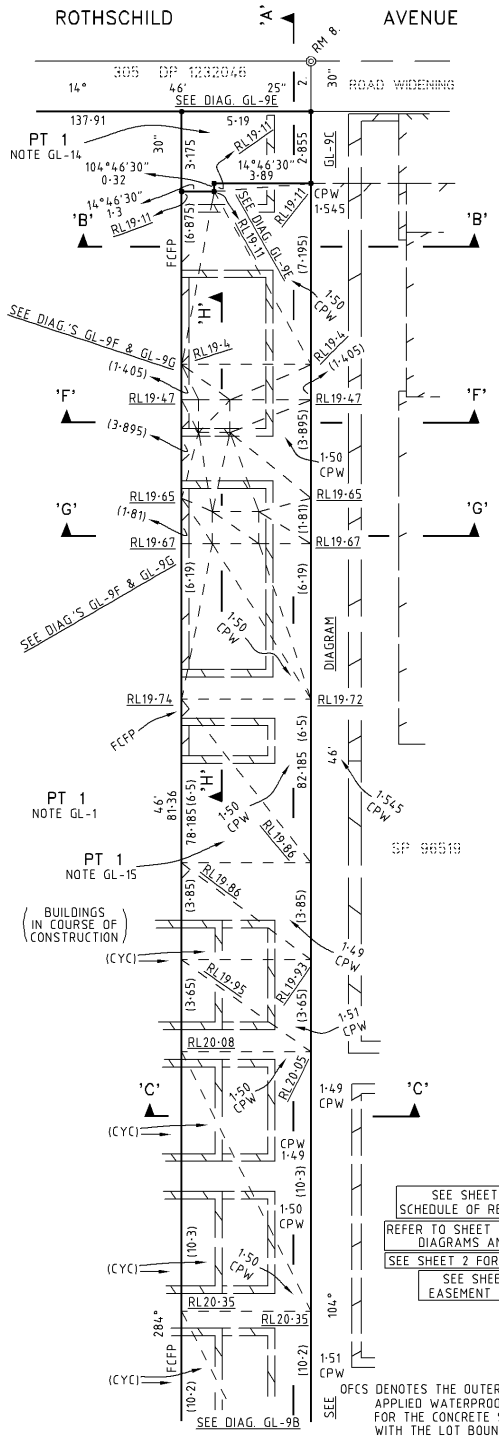
\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

Req:R051813 /Doc:DP 1255534 P /Rev:16-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:6 of 16
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Req:R051813 /Doc:DP 1255534 P /Rev:16-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:7 of 16
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DIAGRAM GL-9A
SCALE 1:150

DENOTES BEND IN STRATUM BOUNDARY



SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

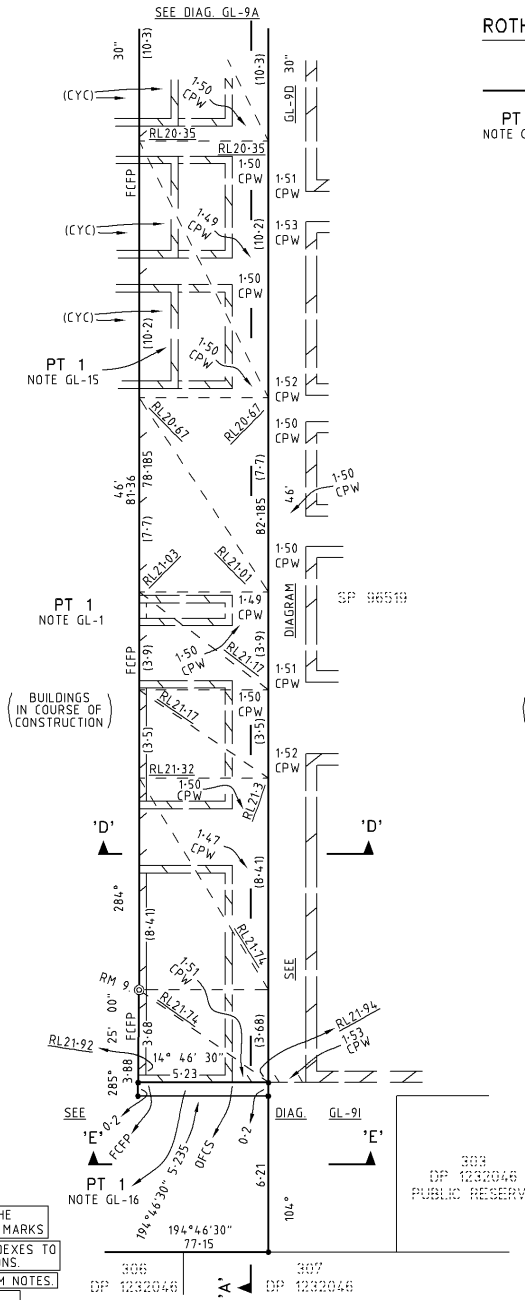
REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 2 FOR STRATUM NOTES.

SEE SHEET 2 FOR EASEMENT NOTATIONS

OFCS DENOTES THE OUTER FACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY (DP1231960)

DIAGRAM GL-9B
SCALE 1:150



(CYC) DENOTES COURTYARD IN COURSE OF CONSTRUCTION
CPW DENOTES CONCRETE PLANTER WALL
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORMED BASEMENT WALL (DP1231960)

DIAGRAM GL-9C
SCALE 1:150

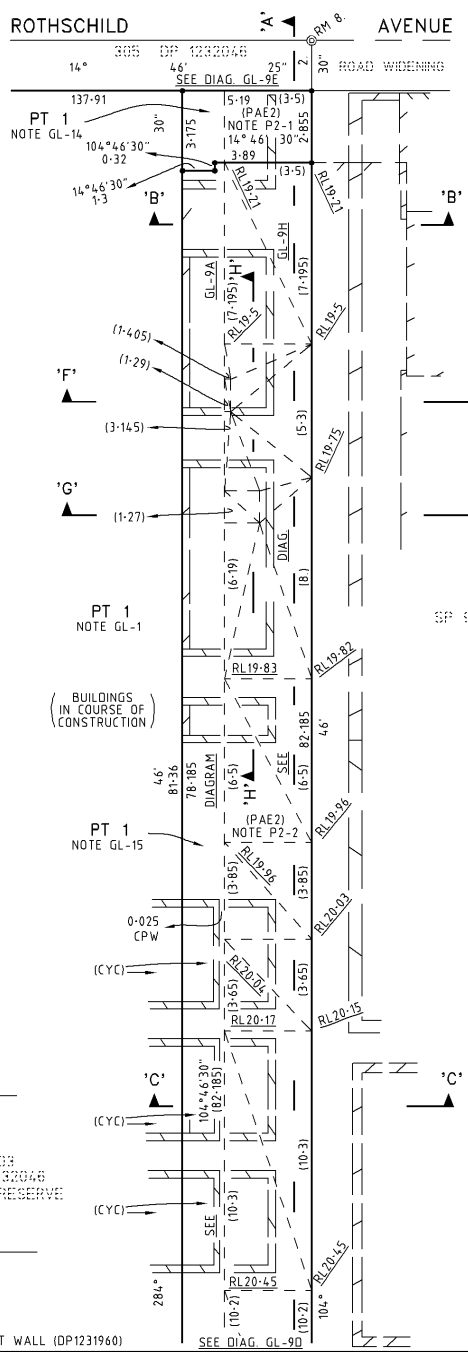
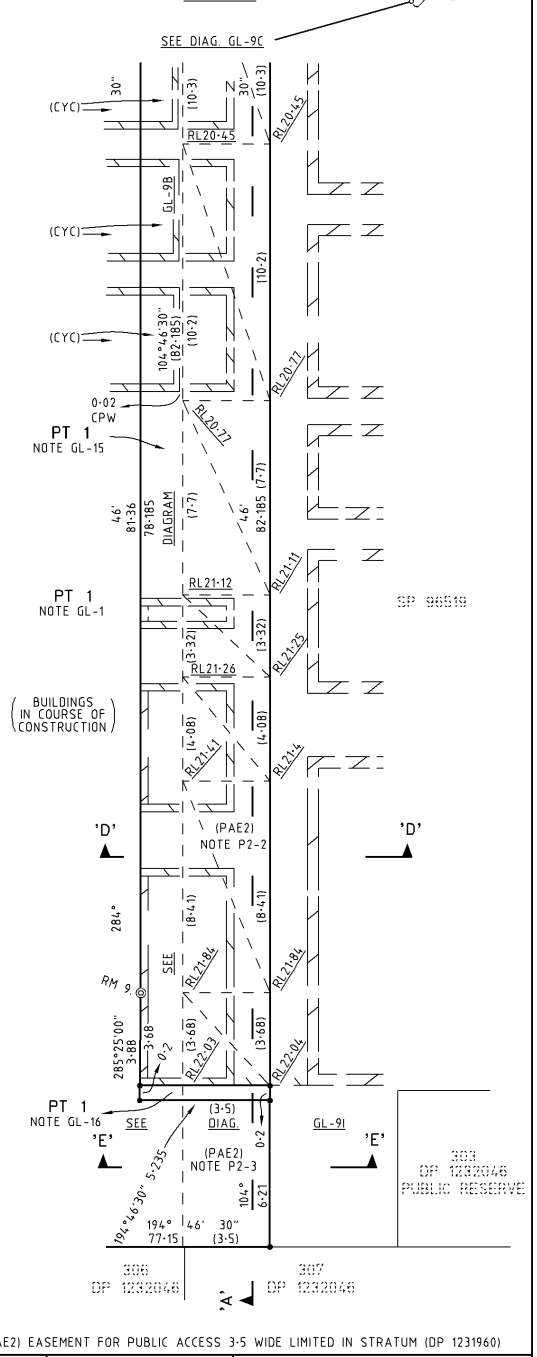


DIAGRAM GL-9D
SCALE 1:150



(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP 1231960)

Surveyor: WAYNE ALLEN DIVER-TUCK
Date of Survey: 26/07/2019
Surveyor's Ref: 125026ROSE-D3STRATUM

PLAN OF
SUBDIVISION OF LOT 304 DP1232046.

LGA: SYDNEY
Locality: ROSEBERY
Subdivision No:

Lengths are in metres. Reduction Ratio 1: SEE SHEET

Registered
16.9.2019

DP1255534

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

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

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DIAGRAM GL–9F
SCALE 1:40

M.G.A. SCIMS

DENOTES BEND IN STRATUM BOUNDARY

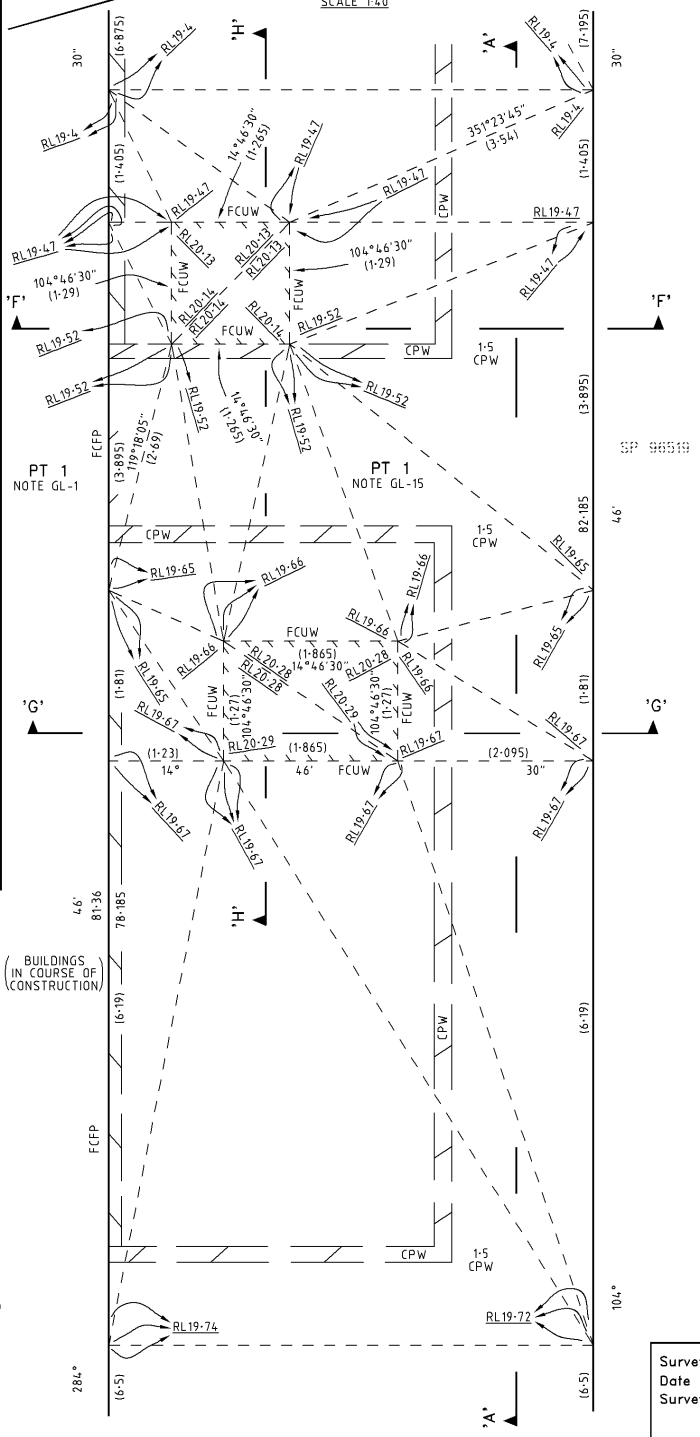
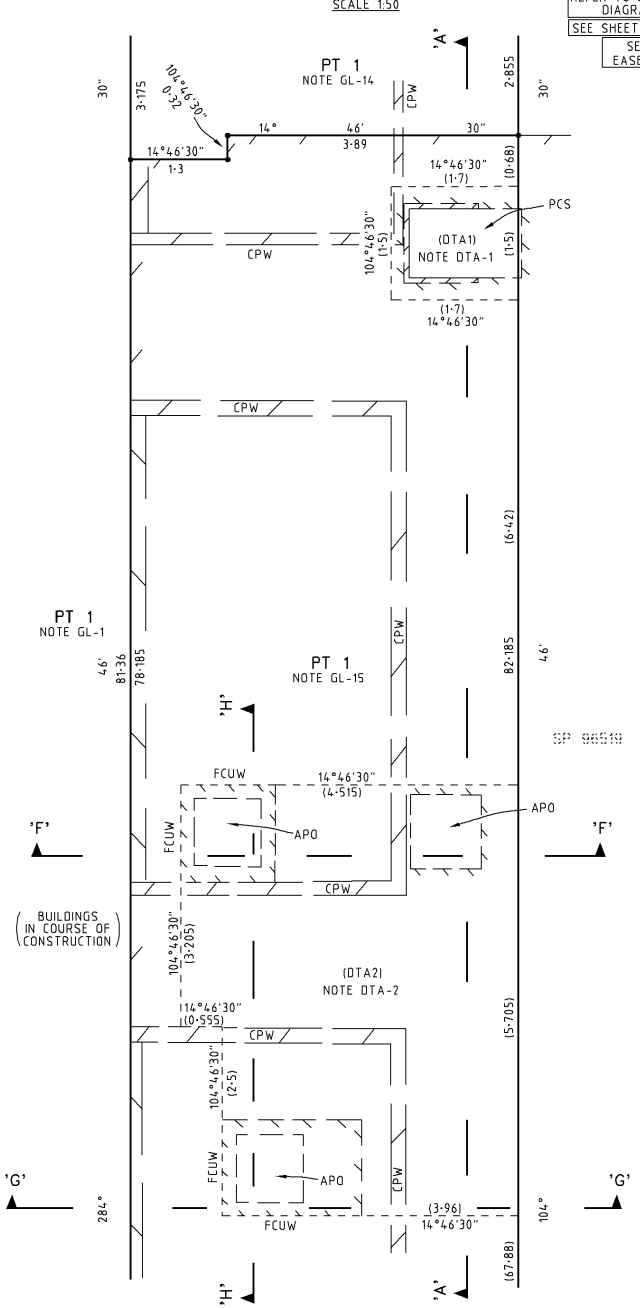


DIAGRAM GL–9G
SCALE 1:50



SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 2 FOR STRATUM NOTES.

SEE SHEET 2 FOR EASEMENT NOTATIONS

(DTA1) EASEMENT FOR ACCESS TO OSD TANK 1·5 WIDE LIMITED IN STRATUM (DP1231960)
(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM (DP1231960)
(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP1231960)

APO DENOTES ACCESS POINT TO OSD TANK
CPW DENOTES CONCRETE PLANTER WALL
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORMED BASEMENT WALL (DP1231960)
FCUW DENOTES FACE OF CONCRETE UPTURN WALL (DP1231960)
OFCS DENOTES THE OUTER FACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY (DP1231960)
PCS DENOTES PENETRATION IN CONCRETE SLAB
CS DENOTES CONCRETE SLAB

DIAGRAM GL–9E
NOT TO SCALE

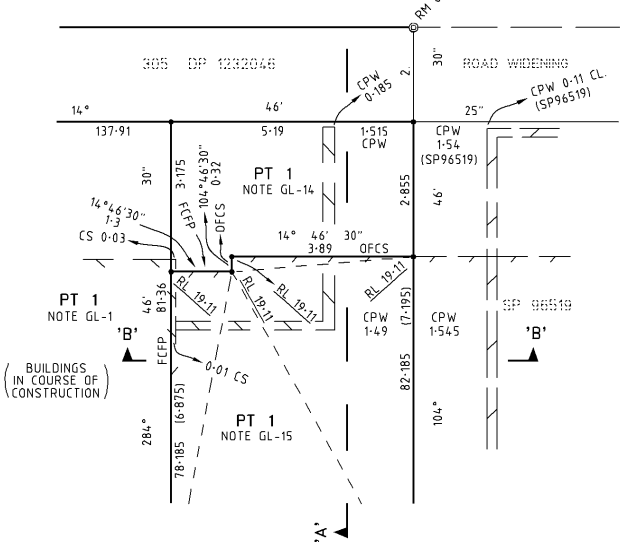
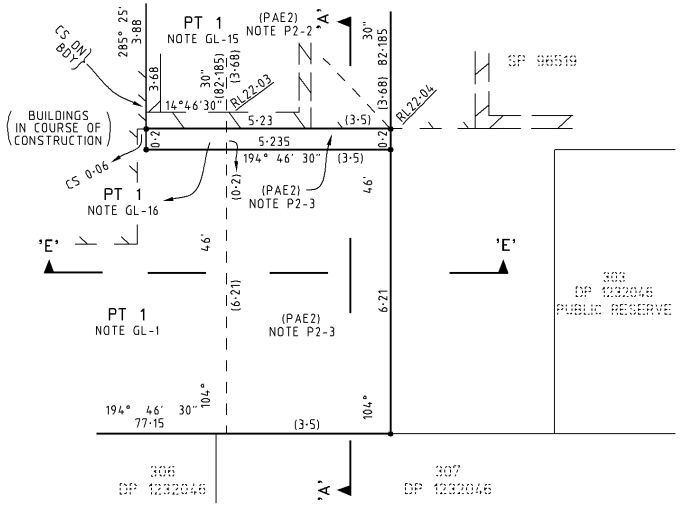


DIAGRAM GL–9I
NOT TO SCALE



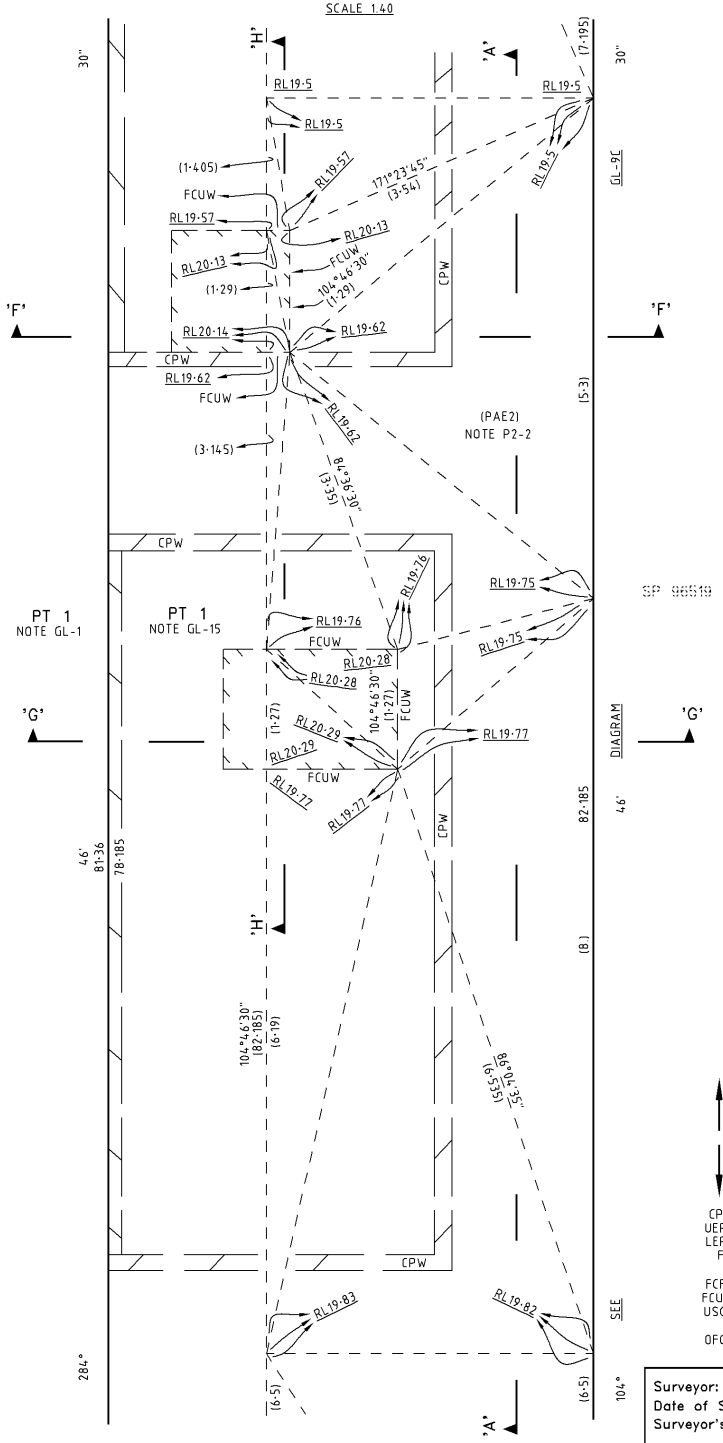
Surveyor: WAYNE ALLEN DIVER-TUCK Date of Survey: 26/07/2019 Surveyor's Ref:125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	LGA: SYDNEY Locality: ROSEBERY Subdivision No: Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

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

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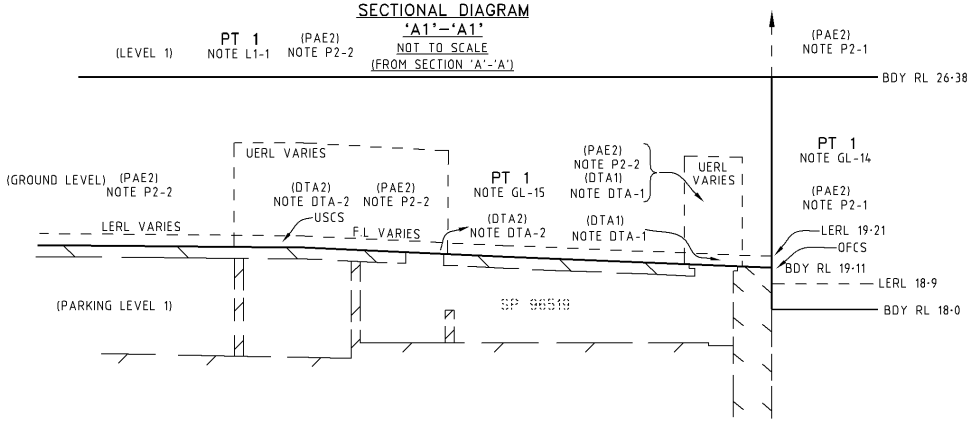
DIAGRAM GL–9H

SCALE 1:40



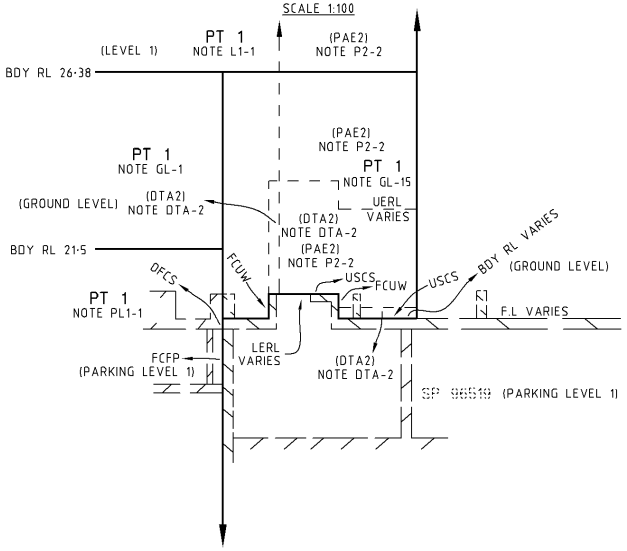
SECTIONAL DIAGRAM 'A1'–'A1'

NOT TO SCALE (FROM SECTION 'A'–'A')



SECTION 'G'–'G'

SCALE 1:100



DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

CPW DENOTES CONCRETE PLANTER WALL
UERL DENOTES UPPER EASEMENT STRATUM RL
LERL DENOTES LOWER EASEMENT STRATUM RL
F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)

FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORM BASEMENT WALL (DP1231960)
FCUW DENOTES FACE OF CONCRETE UPTURN WALL (DP1231960)
USCS DENOTES THE UPPER SURFACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY (DP1231960)
OFCS DENOTES THE OUTER FACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY (DP1231960)

(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP1231960)
(DTA1) EASEMENT FOR ACCESS TO OSD TANK 1·5 WIDE LIMITED IN STRATUM (DP1231960)
(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM (DP1231960)

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS.
SEE SHEET 2 FOR STRATUM NOTES.
SEE SHEET 2 FOR EASEMENT NOTATIONS

M.G.A. SCIMS

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 26/07/2019 **Surveyor's Ref:** 125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

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

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

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LEVEL 1 & ABOVE
SCALE 1:400

ROTHSCHILD AVENUE

PLACE

CREWE

ROAD WIDENING

305 DP 1232046

306 DP 1232046

307 DP 1232046

303 DP 1232046 PUBLIC RESERVE

SP 96519

PT 1
(1·311 ha)
3·633 ha
NOTE L1-1

PT 1
(9·9m²)
NOTE L1-2

(PAE3) NOTE P3-5

(EE)

SEE DIAG L1-1

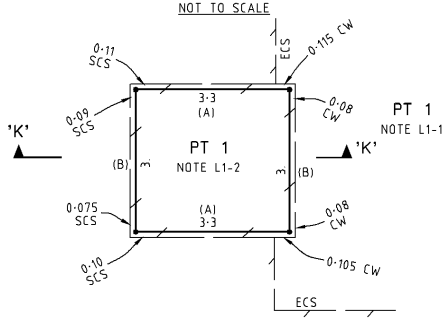
SSM192222 FD

M.G.A. SCIMS

└ DENOTES BEND IN STRATUM BOUNDARY
(A) DENOTES 14°46'25"
(B) DENOTES 104°46'25"

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS
REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS.
SEE SHEET 2 FOR STRATUM NOTES.
SEE SHEET 2 FOR EASEMENT NOTATIONS

DIAGRAM L1–1
NOT TO SCALE

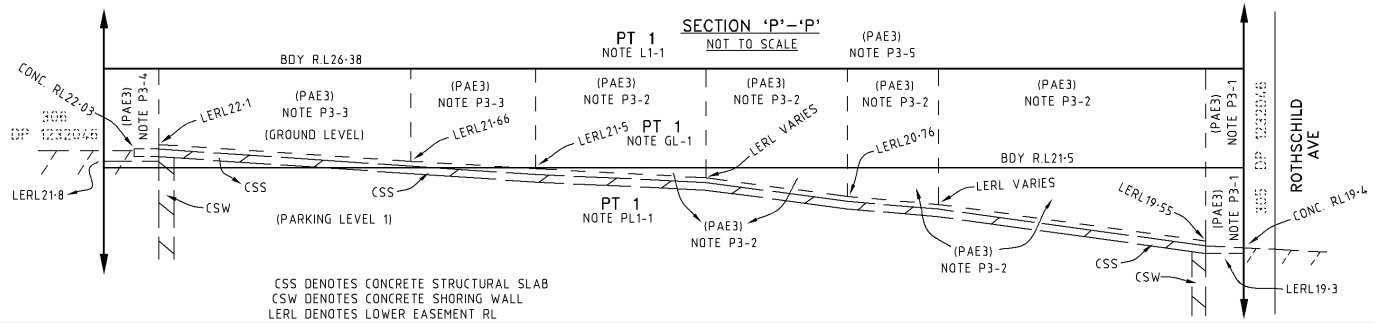


DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

THE LOWER STRATUM INCLINED PLANE LEVELS FOR EASEMENT (PAE3) DEFINED BY NOTES P3-2 & P3-3 ARE 0·1 ABOVE THE TOP OF THE ADJACENT CONCRETE STRUCTURAL SLAB.

SECTION 'P'–'P'
NOT TO SCALE



CSS DENOTES CONCRETE STRUCTURAL SLAB
CSW DENOTES CONCRETE SHORING WALL
LERL DENOTES LOWER EASEMENT RL

CW DENOTES CONCRETE WALL
ECS DENOTES EDGE OF LEVEL 1 CONCRETE (BUILDING 'D')
SCS DENOTES STEP DOWN IN CONCRETE SLAB

(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452

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

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 26/07/2019 **Surveyor's Ref:**125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

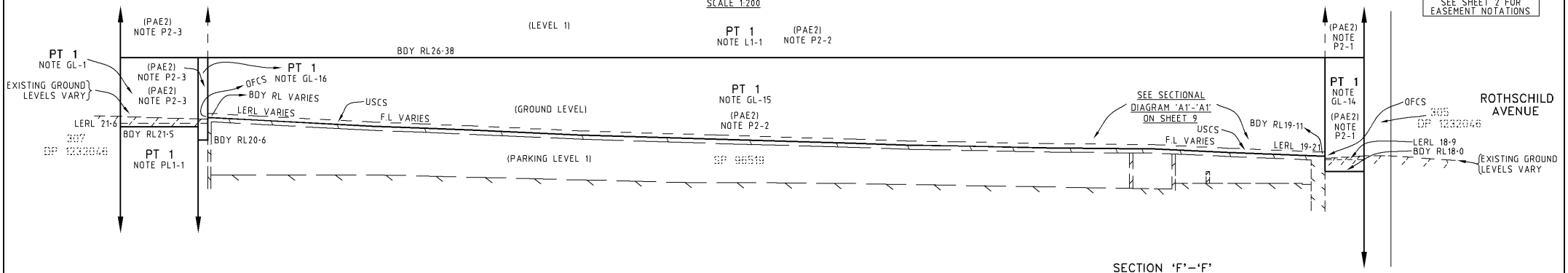
\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

Req:R051813 /Doc:DP 1255534 P /Rev:16-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:11 of 16
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SECTION 'A'–'A'

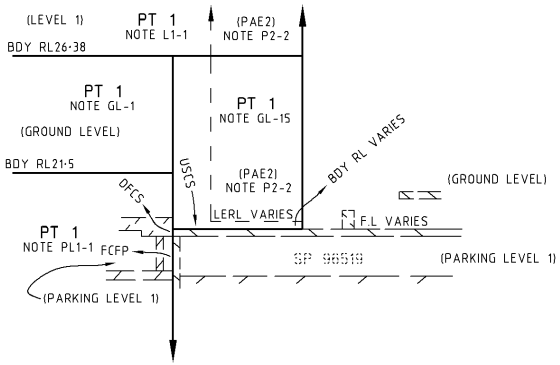
SCALE 1:200

SEE SHEET 2 FOR STRATUM NOTES.
SEE SHEET 2 FOR EASEMENT NOTATIONS



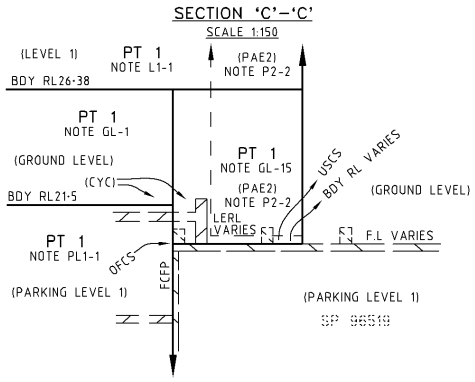
SECTION 'B'–'B'

SCALE 1:150



SECTION 'C'–'C'

SCALE 1:150

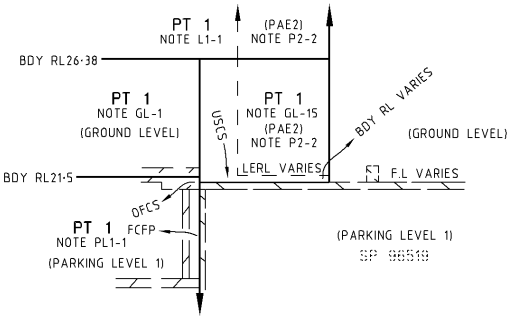


DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

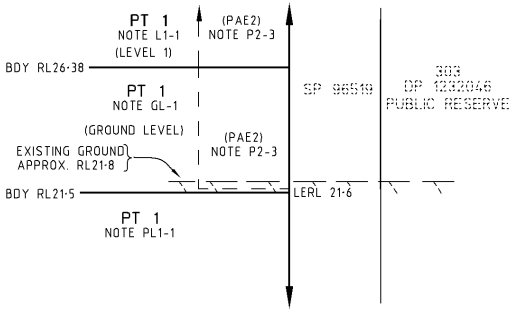
SECTION 'D'–'D'

SCALE 1:150



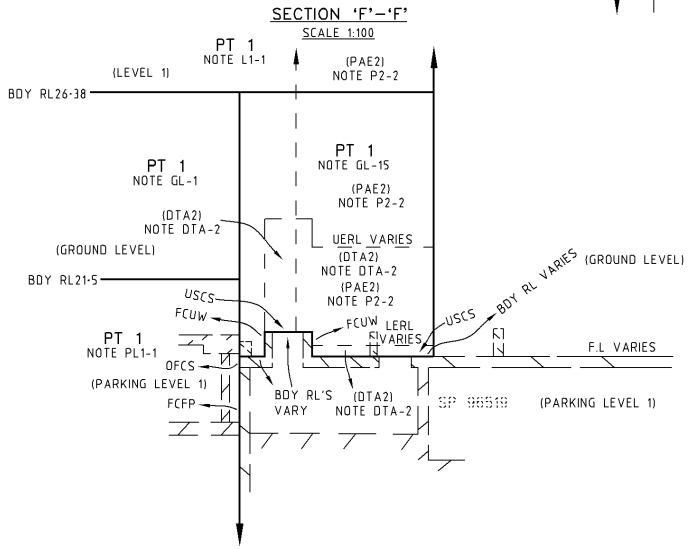
SECTION 'E'–'E'

SCALE 1:150



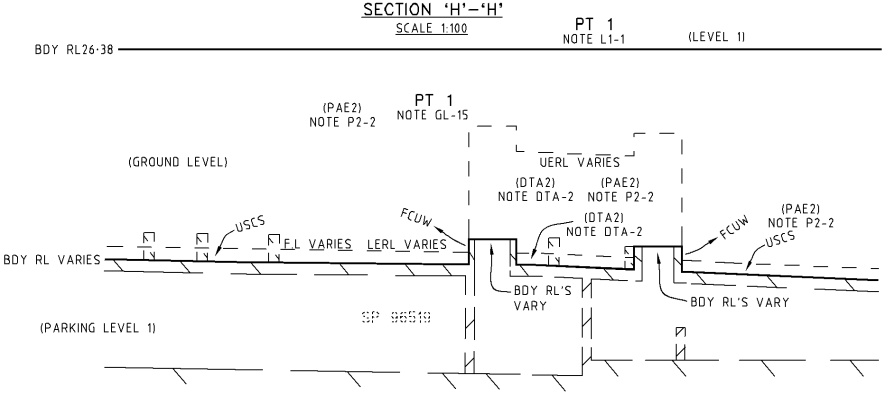
SECTION 'F'–'F'

SCALE 1:100



SECTION 'H'–'H'

SCALE 1:100



(CYC) DENOTES COURTYARD IN COURSE OF CONSTRUCTION
UERL DENOTES UPPER EASEMENT STRATUM RL
LERL DENOTES LOWER EASEMENT STRATUM RL
F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
FCFP DENOTES SOUTH FACE OF CONCRETE FILLED PLASTIC FORM BASEMENT WALL (DP1231960)
FCUW DENOTES FACE OF CONCRETE UPTURN WALL (DP1231960)
USCS DENOTES THE UPPER SURFACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY. (DP1231960)
OFCS DENOTES THE OUTER FACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY. (DP1231960)

(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP1231960)
(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM (DP1231960)

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 26/07/2019 **Surveyor's Ref:**125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

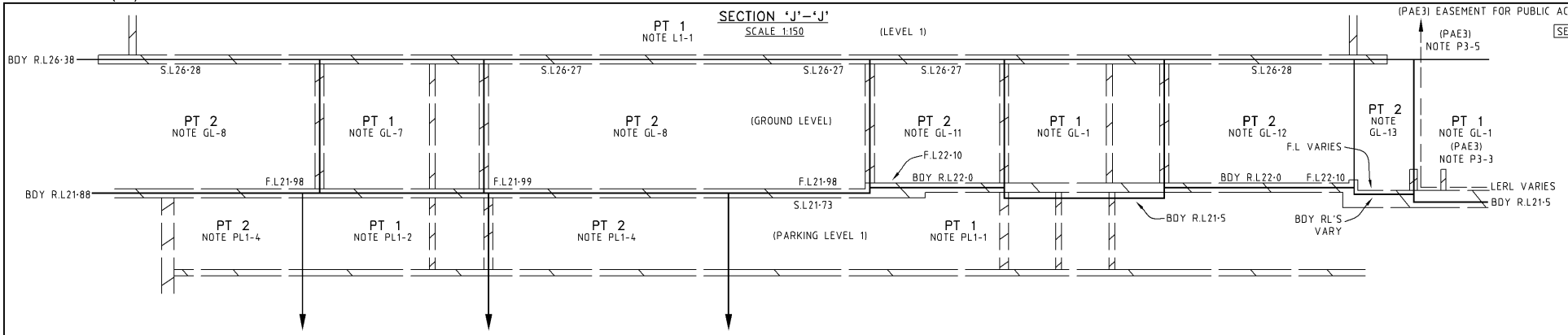
10 20 30 40 50 Table of mm 90 100 110 120 130 140

(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM

SEE SHEET 2 FOR STRATUM NOTES.

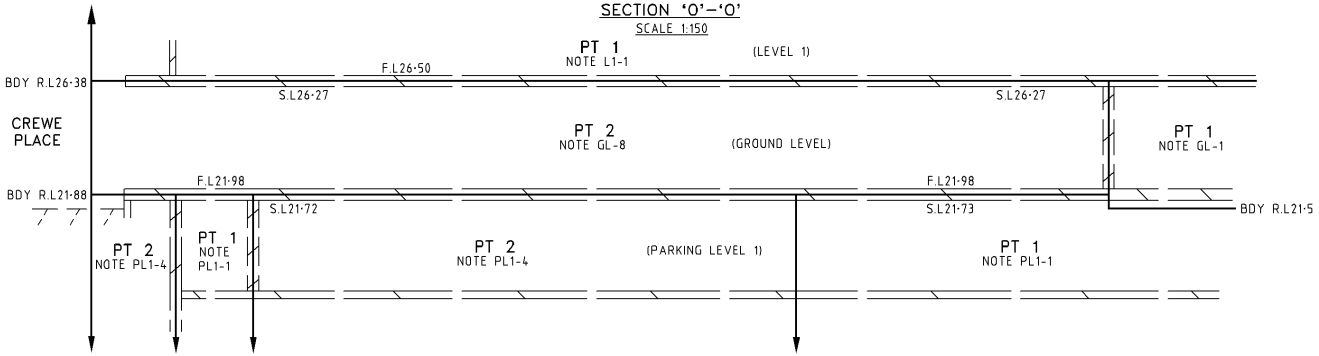
SECTION 'J'–'J'

SCALE 1:150



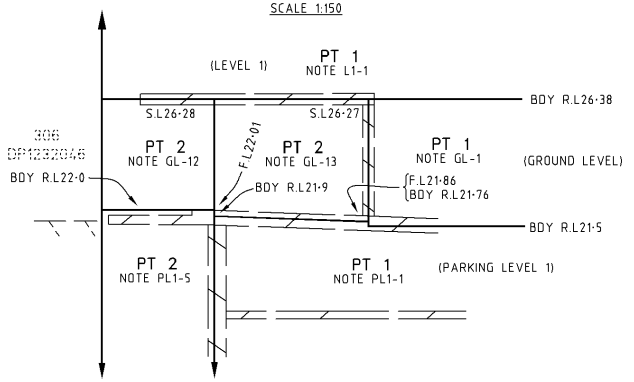
SECTION 'O'–'O'

SCALE 1:150



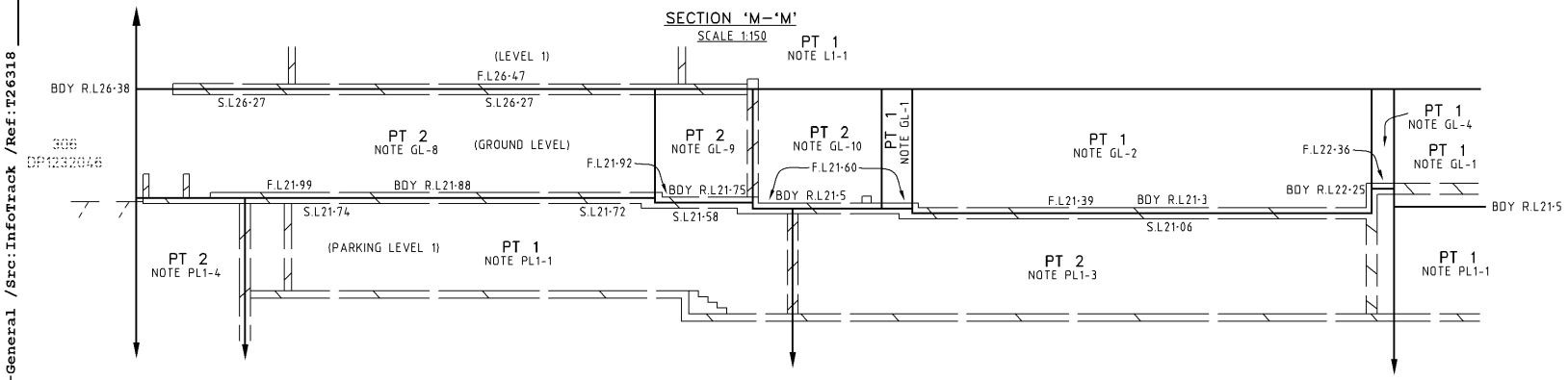
SECTION 'I'–'I'

SCALE 1:150



SECTION 'M'–'M'

SCALE 1:150



↑ DENOTES UNLIMITED IN HEIGHT

↓ DENOTES UNLIMITED IN DEPTH

LERL DENOTES LOWER EASEMENT STRATUM RL
F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S.L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)

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

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 26/07/2019 **Surveyor's Ref:**125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

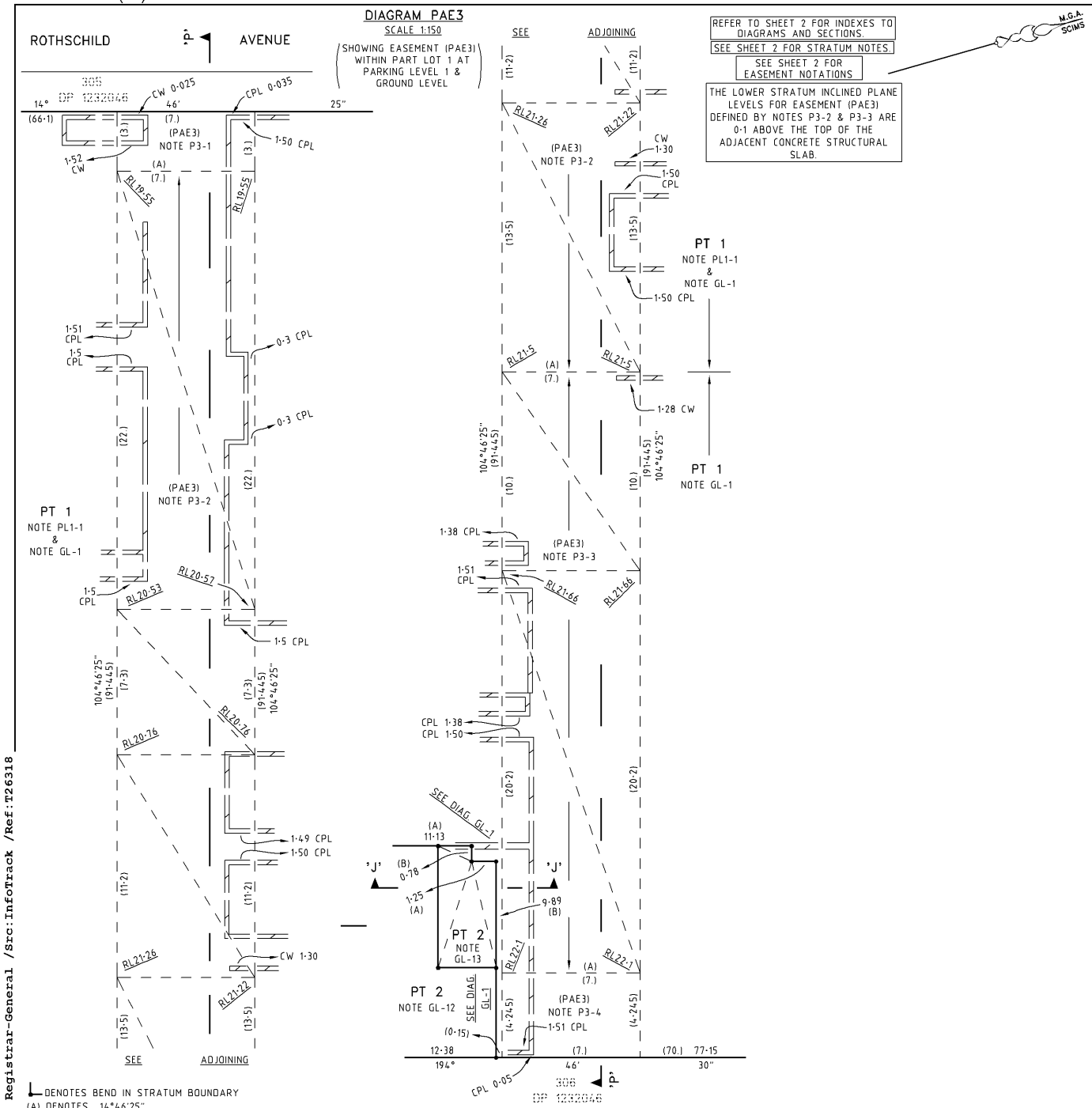
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Office of the Registrar-General /Src:InfoTrack /Ref:T26318
©

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

DIAGRAM PAE3

SCALE 1:150

(SHOWING EASEMENT (PAE3) WITHIN PART LOT 1 AT PARKING LEVEL 1 & GROUND LEVEL)



REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 2 FOR STRATUM NOTES.

SEE SHEET 2 FOR EASEMENT NOTATIONS

THE LOWER STRATUM INCLINED PLANE LEVELS FOR EASEMENT (PAE3) DEFINED BY NOTES P3-2 & P3-3 ARE 0·1 ABOVE THE TOP OF THE ADJACENT CONCRETE STRUCTURAL SLAB.

M.G.A. SCIMS

└ DENOTES BEND IN STRATUM BOUNDARY

(A) DENOTES 14°46'25"

(B) DENOTES 104°46'25"

CPL DENOTES CONCRETE PLANTER

CW DENOTES CONCRETE WALL

(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM

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

Surveyor: WAYNE ALLEN DIVER-TUCK Date of Survey: 26/07/2019 Surveyor's Ref: 125026ROSE-D3STRATUM	PLAN OF SUBDIVISION OF LOT 304 DP1232046.	LGA: SYDNEY Locality: ROSEBERY Subdivision No: Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 16.9.2019	DP1255534

\\ROSEBERY-ROTHSCHILD\DEXUS3\STRATUM

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PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheets

Office Use Only

Registered: 16.9.2019

Title System: TORRENS

Office Use Only

DP1255534

PLAN OF

SUBDIVISION OF LOT 304 DP1232046.

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

Survey Certificate

I, Wayne Allen Diver-Tuck

of JBW Surveyors Pty Ltd ACN 001 149 373

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 26/07/2019, or

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

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

Datum Line: "X"-"Y" MGA

Type: *Urban/ ~~*Rural~~

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

Signature: Wayne Allen Diver-Tuck Dated: 26/07/2019

Surveyor Identification No: 941

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

* Strike out inappropriate words.
** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, SUE McMAHON

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

Signature: S McMahon

~~Accreditation number~~: .....

Consent Authority: CITY OF SYDNEY

Date of endorsement: 22/08/2019

Subdivision Certificate number: 2019/27

File number: S/2019/31

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 1231960 SP 98558
DP 1232045
DP 1232046
DP 1246475
DP 1242838
DP 1255452

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

SURVEYOR'S REFERENCE: 125026ROSE-D3STRATUM

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

Req:R051813 /Doc:DP 1255534 P /Rev:16-Sep-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:15 of 16
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheets

Office Use Only

Registered: 16.9.2019

Office Use Only

DP1255534

PLAN OF

SUBDIVISION OF LOT 304 DP1232046.

Subdivision Certificate Number: 2019/27

Date of Endorsement: 22/08/2019

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT (1919), AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR ACCESS (ENTIRE LOT)
2. EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
3. EASEMENT FOR SERVICES (ENTIRE LOT)
4. EASEMENT FOR FIRE SERVICES (ENTIRE LOT)
5. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 STORMWATER PUMP OUT PIT (ENTIRE LOT)
6. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER VALVE ROOM (ENTIRE LOT)
7. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER PUMP ROOM (ENTIRE LOT)
8. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL AND SMALL SHOP COLD WATER PUMP ROOM (ENTIRE LOT)
9. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 COMMUNICATIONS AND SECURITY ROOM (ENTIRE LOT)
10. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM (ENTIRE LOT)
11. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE HYDRANT PUMP ROOM (ENTIRE LOT)
12. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR PLANT ROOM (ENTIRE LOT)
13. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK (ENTIRE LOT)
14. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WATER QUALITY CHAMBER (ENTIRE LOT)
15. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RAINWATER TANK (ENTIRE LOT)
16. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK EXHAUST PLANT ROOM (ENTIRE LOT)
17. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SERVICE VEHICLE PARKING SPACES (ENTIRE LOT)
18. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 LOADING DOCK (ENTIRE LOT)
19. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WASTE ROOM AND POOL SEWER PUMP OUT STATION (ENTIRE LOT)
20. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 BULKY GOODS STORE (ENTIRE LOT)
21. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 POOL EXHAUST FAN (ENTIRE LOT)
22. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL WASTE STORE (ENTIRE LOT)
23. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 END OF TRIP FACILITIES (ENTIRE LOT)
24. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL ACCESS BOOM GATE (ENTIRE LOT)
25. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL HYDRANT AND SPRINKLER BOOSTER ENCLOSURE (ENTIRE LOT)
26. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STRATUM LOT 2 MASTER WATER METER (ENTIRE LOT)
27. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL KIOSK SUBSTATIONS (ENTIRE LOT)
28. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS REGULATOR CUPBOARD (ENTIRE LOT)
29. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOT 2 SMALL SHOP ELECTRICAL METER CUPBOARD (ENTIRE LOT)
30. EASEMENT FOR ACCESS TO THE GROUND LEVEL SUPERMARKET GREASE ARRESTOR COVERS AND EXTERNAL PLANT ROOM (ENTIRE LOT)

CONTINUED ON SHEET 3

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 125026ROSE-D3STRATUM

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

Office Use Only

Registered: 16.9.2019

Office Use Only

DP1255534

PLAN OF

SUBDIVISION OF LOT 304 DP1232046.

Subdivision Certificate Number: 2019/27

Date of Endorsement: 22/08/2019

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

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

FROM SHEET 2

31. EASEMENT FOR ACCESS AND USE OF THE CARPARK ENTRY SECURITY GATE (ENTIRE LOT)
32. EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM
33. EASEMENT FOR ACCESS AND USE OF THE LEVEL 6 BUILDING 'D' SOUTHERN ROOF PLANT AREA (ENTIRE LOT)
34. EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT)
35. POSITIVE COVENANT
36. RESTRICTION ON THE USE OF LAND
37. RESTRICTION ON THE USE OF LAND

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: KARIMBLA PROPERTIES (NO.49) PTY LTD ACN 168 601 223

Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

SECRETARY

ROBYN McCULLY

DIRECTOR

MATTHEW THOMAS

DIRECTOR

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	39	ROTHSCHILD	AVENUE	ROSEBERY
2	28	CONFECTIONERS	WAY	ROSEBERY

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 125026ROSE-D3STRATUM

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DIAGRAM 1

NOT TO SCALE

(AT GROUND LEVEL)

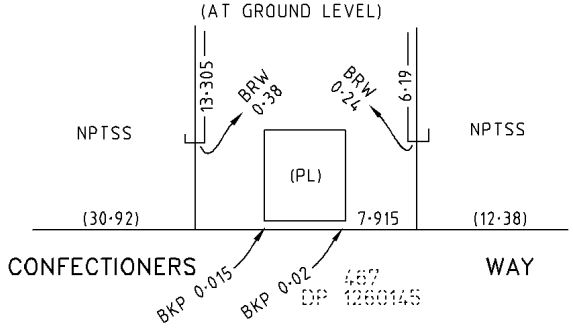
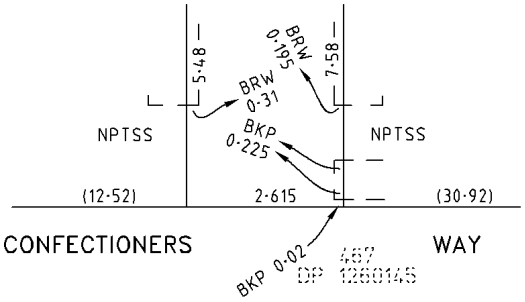


DIAGRAM 2

NOT TO SCALE

(AT GROUND LEVEL)



BGL DENOTES BOUNDARY AT GROUND LEVEL
BKP DENOTES BRICK PLANTER
BRW DENOTES BRICK WALL
L1CS DENOTES LEVEL 1 CONCRETE SLAB

NOTE :

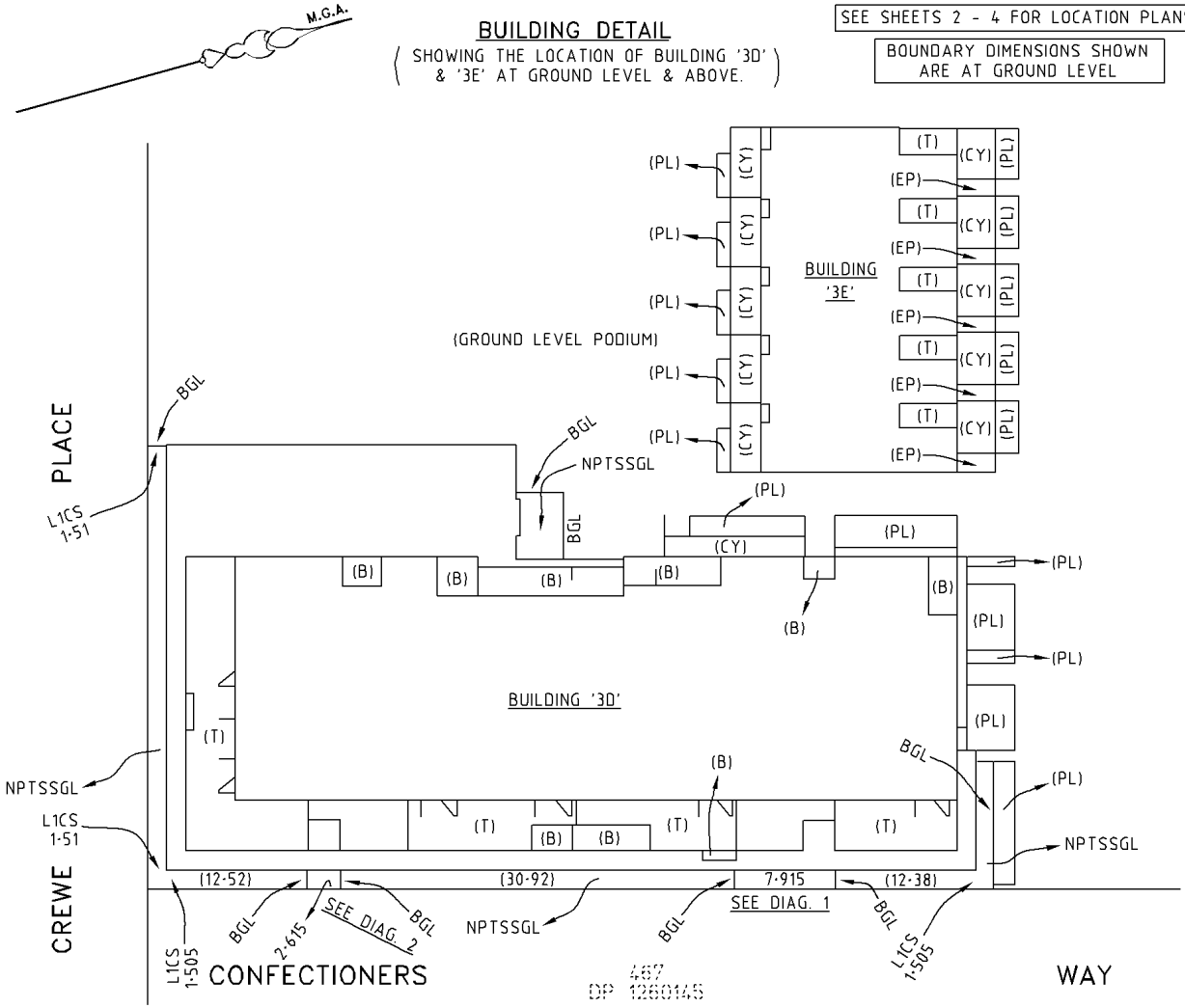
1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 18)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534

BUILDING DETAIL

(SHOWING THE LOCATION OF BUILDING '3D' & '3E' AT GROUND LEVEL & ABOVE.)

SEE SHEETS 2 - 4 FOR LOCATION PLANS

BOUNDARY DIMENSIONS SHOWN ARE AT GROUND LEVEL



(B) DENOTES BALCONY
(CY) DENOTES COURTYARD
(EP) DENOTES ENTRY PATH
(PL) DENOTES PLANTER
(T) DENOTES TERRACE

NPTSSGL DENOTES NOT PART OF THIS STRATA SCHEME AT GROUND LEVEL (LOT 2 DP1255534)

BUILDING '3D'

CONCRETE, BRICK & METAL RESIDENTIAL BUILDING COMPRISING 6 LEVELS OF APARTMENTS AND ASSOCIATED BASEMENT CARPARKING UNDER AND PLANT AREAS OVER.

No.'s 24 & 32 CONFECTIONERS WAY

BUILDING '3E'

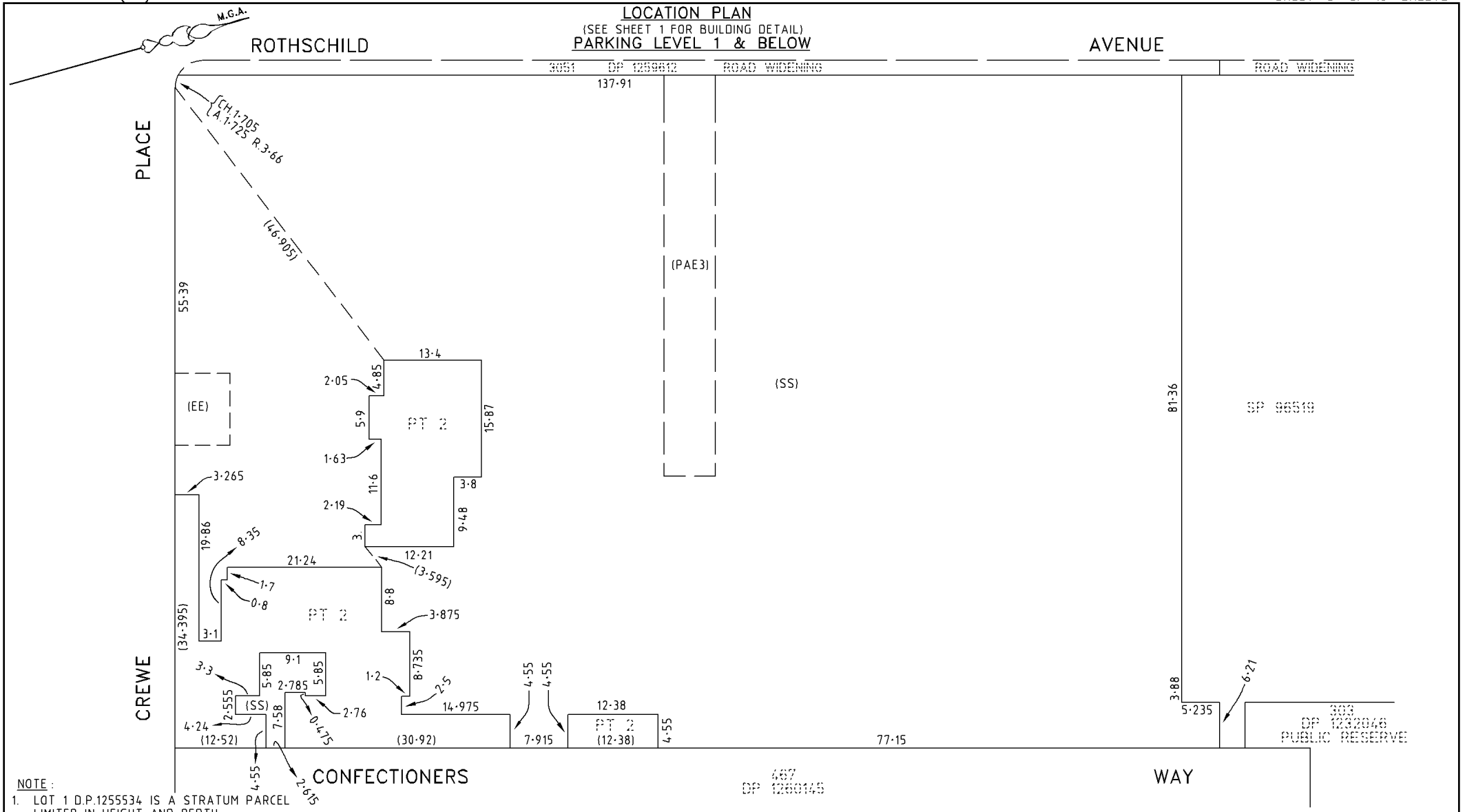
CONCRETE, BRICK & METAL RESIDENTIAL BUILDING COMPRISING OF 2 STOREY TOWNHOUSES WITH ASSOCIATED BASEMENT CARPARKING UNDER.

No. 37 ROTHSCHILD AVENUE

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4 NSWLRS REF: 2020 M7600(1)	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 400 Lengths are in metres.	Registered 25/02/2020	SP100978

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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 1 & BELOW



NOTE :
1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 18)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1255534

(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM (DP1255534)
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1:500 Lengths are in metres.	Registered 25/02/2020	SP100978

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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL

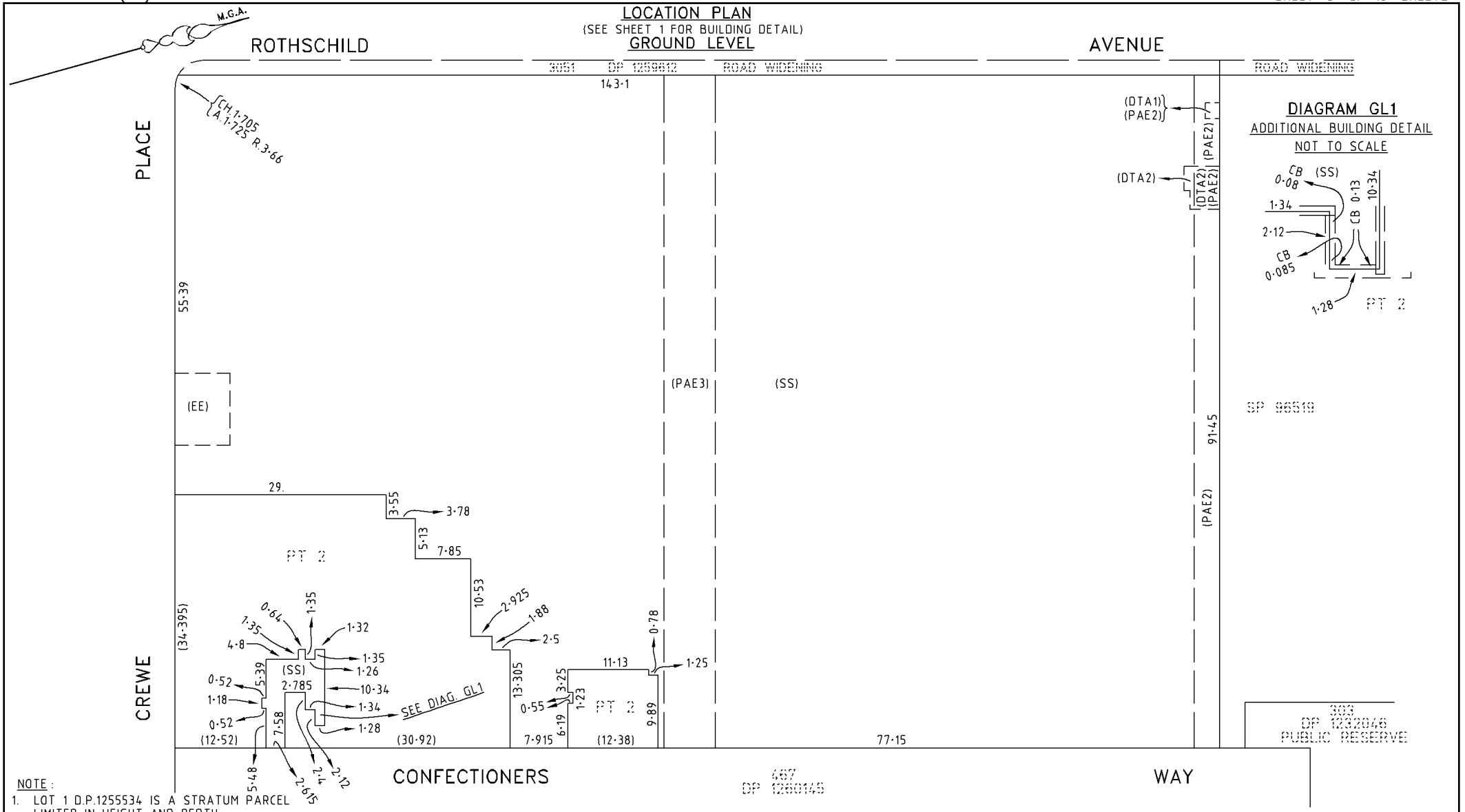


DIAGRAM GL1
ADDITIONAL BUILDING DETAIL
NOT TO SCALE

NOTE:
1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 18)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

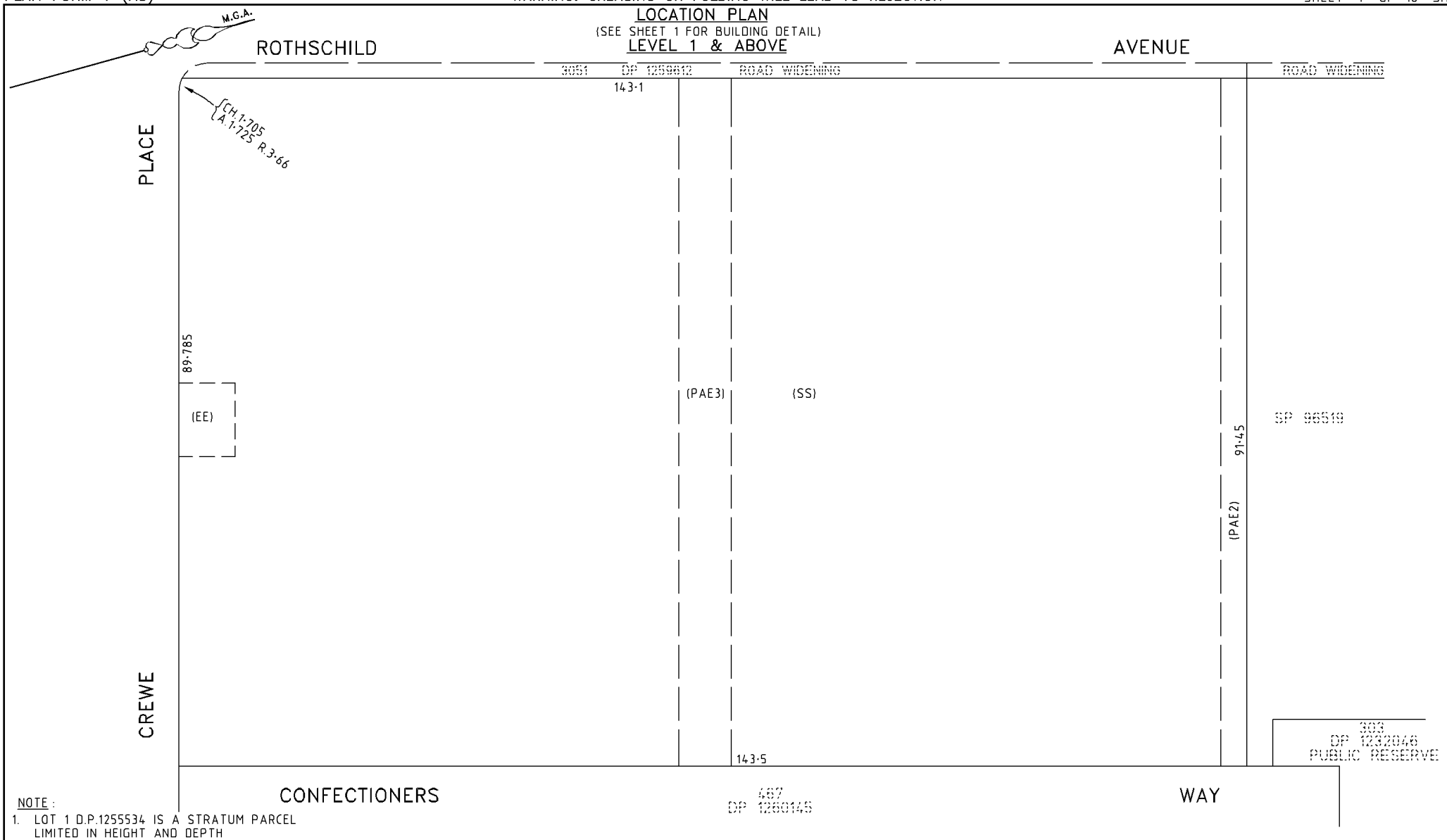
PT 2 DENOTES PT 2 D.P.1255534

CB DENOTES CONCRETE BLOCK WALL
(DTA1) EASEMENT FOR ACCESS TO OSD TANK 1·5 WIDE LIMITED IN STRATUM (DP1231960)
(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM (DP1231960)
(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP1231960)
(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM (DP1255534)
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

SURVEYOR	PLAN OF	LGA: SYDNEY	Registered	SP100978
Name: Wayne Allen Diver-Tuck Date: 21/01/2020 Reference: 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	Locality: ROSEBERY Reduction Ratio 1:500 Lengths are in metres.	25/02/2020	

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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1 & ABOVE



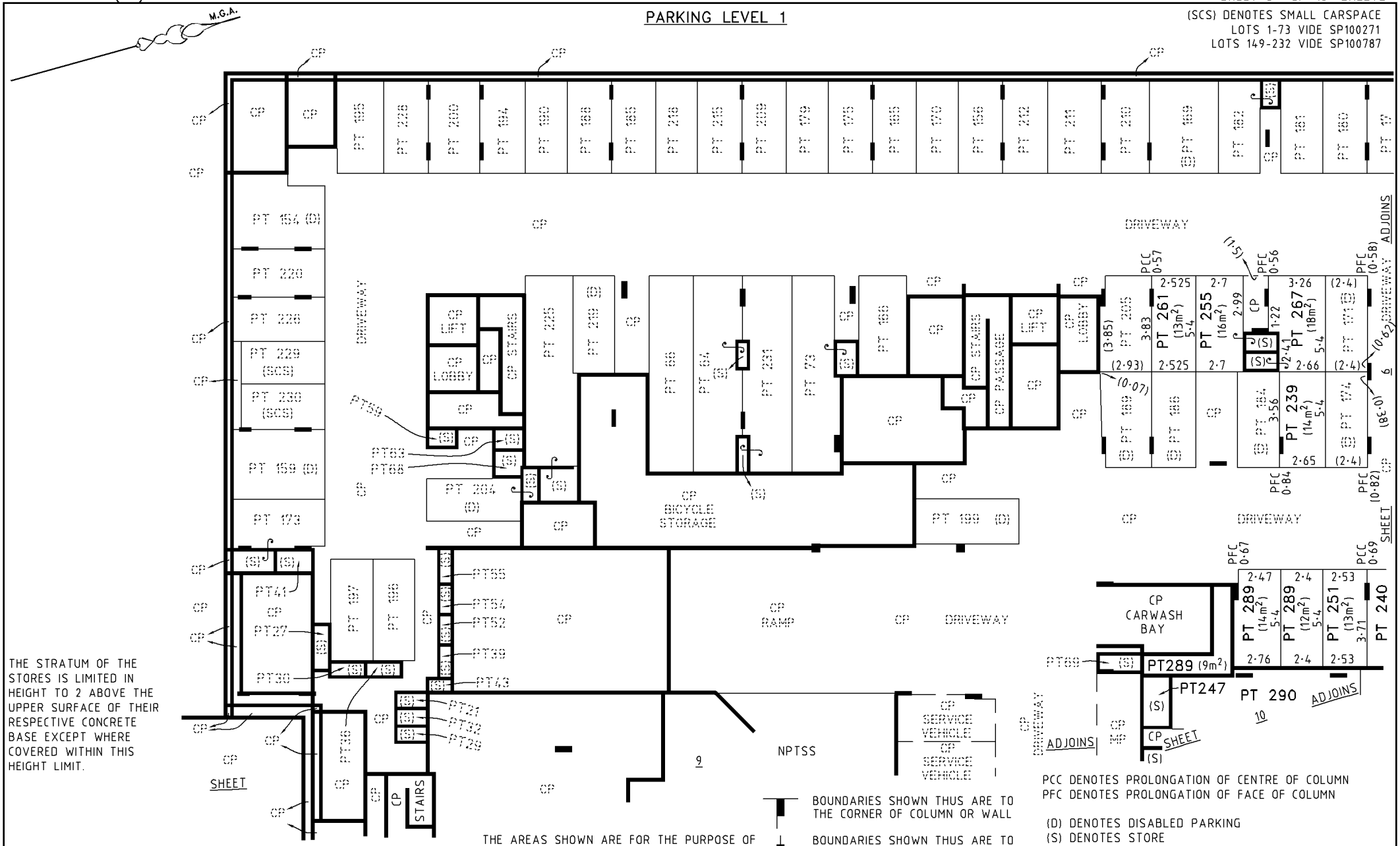
NOTE :
1. LOT 1 D.P.1255534 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1255534
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 18)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1255534
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM (DP1231960)
(PAE3) EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM (DP1255534)
(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM (DP1255452)

SURVEYOR	PLAN OF	LGA: SYDNEY	Registered	SP100978
Name: Wayne Allen Diver-Tuck Date: 21/01/2020 Reference: 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	Locality: ROSEBERY Reduction Ratio 1: 500 Lengths are in metres.	25/02/2020	

PARKING LEVEL 1

(SCS) DENOTES SMALL CARSPACE
LOTS 1-73 VIDE SP100271
LOTS 149-232 VIDE SP100787



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN

(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY
MP DENOTES MOTORCYCLE PARKING

SURVEYOR	PLAN OF	LGA: SYDNEY	Registered	SP100978
Name: Wayne Allen Diver-Tuck Date: 21/01/2020 Reference: 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	Locality: ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	25/02/2020	

\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

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PARKING LEVEL 1

LOTS 1-73 VIDE SP100271
LOTS 75-147 VIDE SP100340
LOTS 149-232 VIDE SP100787



C/S DENOTES CARSHARE-CP
VP DENOTES VISITOR PARKING-CP
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN

(S) DENOTES STORE
(D) DENOTES DISABLED PARKING

PFW DENOTES PROLONGATION OF FACE OF WALL
(SCS) DENOTES SMALL CARSPACE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

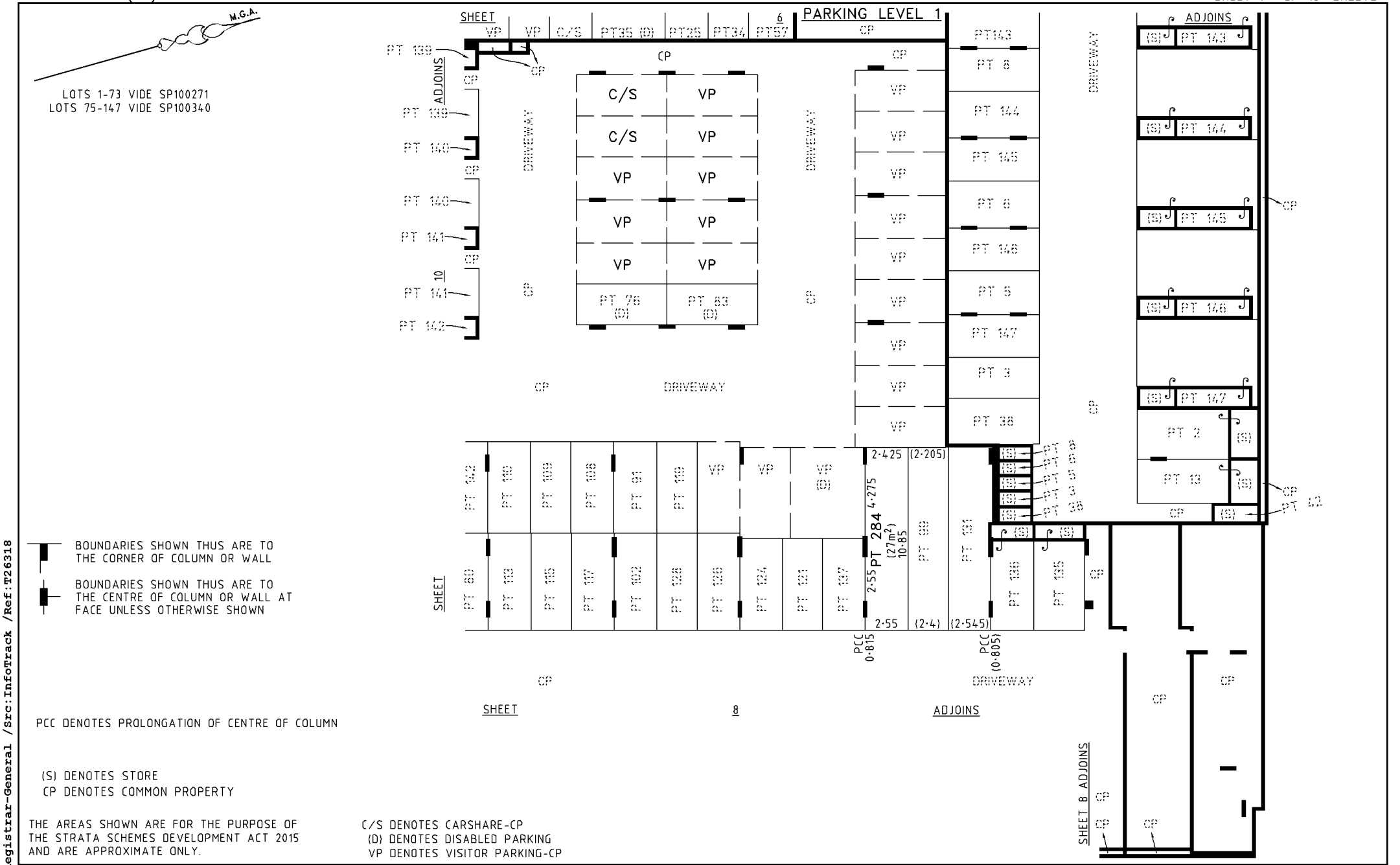
BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

THE STRATUM OF THE STORE IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck Date: 21/01/2020 Reference: 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	LGA: SYDNEY Locality: ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020	SP100978

\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

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PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

C/S DENOTES CARSHARE-CP
(D) DENOTES DISABLED PARKING
VP DENOTES VISITOR PARKING-CP

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

SP100978

\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

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PARKING LEVEL 1

LOTS 75-147 VIDE SP100340
LOTS 149-232 VIDE SP100787
M.G.A.

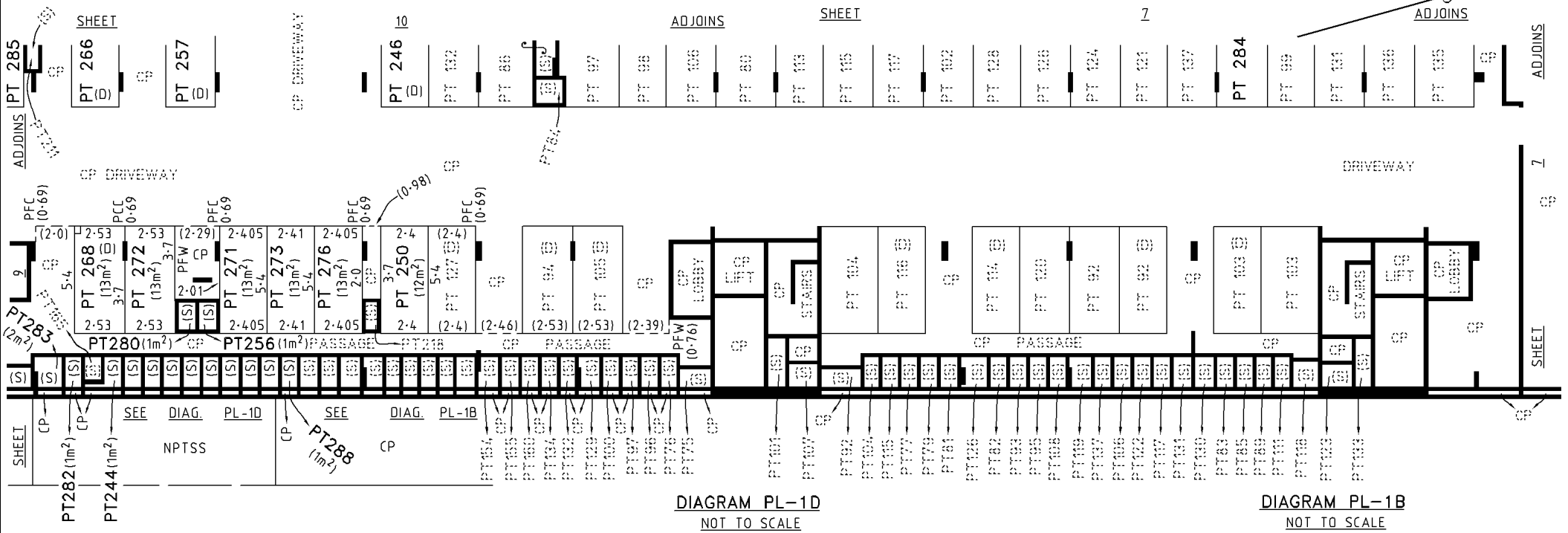


DIAGRAM PL-1D

NOT TO SCALE

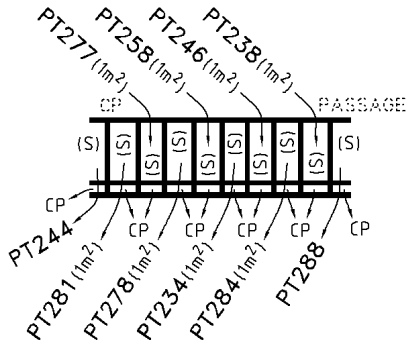
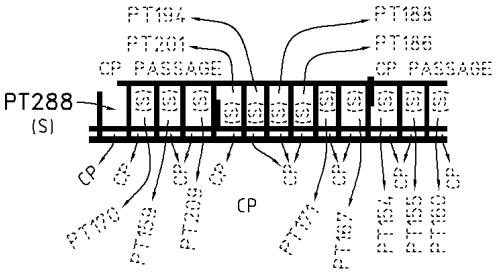


DIAGRAM PL-1B

NOT TO SCALE



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

(D) DENOTES DISABLED PARKING

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

CP DENOTES COMMON PROPERTY
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF		Registered	
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	25/02/2020	SP100978

\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

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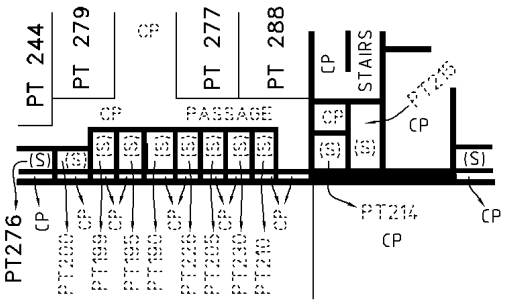
M.G.A.

LOTS 1-73 VIDE SP100271
LOTS 75-147 VIDE SP100340
LOTS 149-232 VIDE SP100787

THE STRATUM OF THE CARSPACE DENOTED (ZZ) IS LIMITED IN HEIGHT TO 2·2 ABOVE ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

DIAGRAM PL-1C

NOT TO SCALE



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

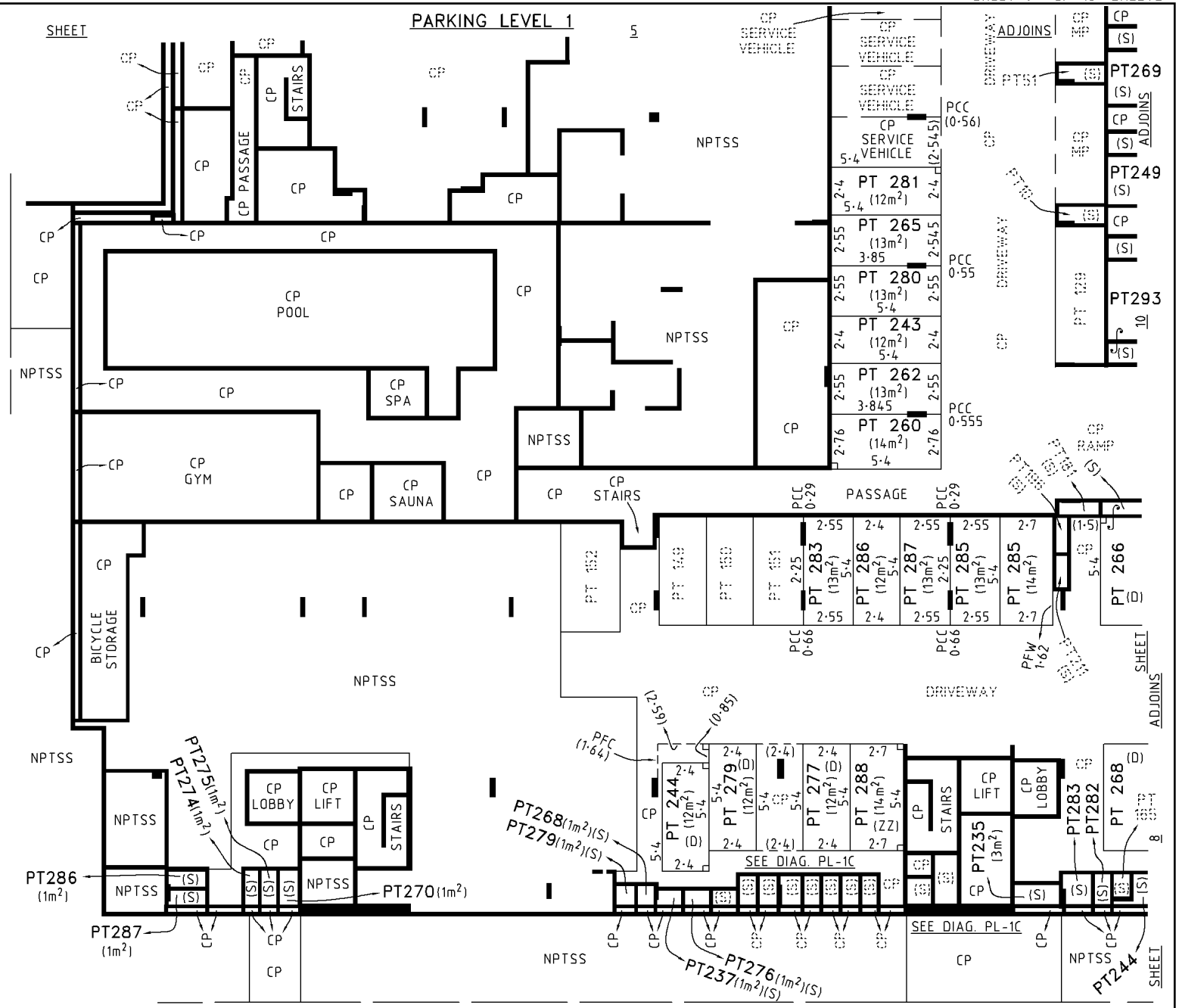
BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
MP DENOTES MOTORCYCLE PARKING
DENOTES 90°

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

PARKING LEVEL 1



SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020	SP100978

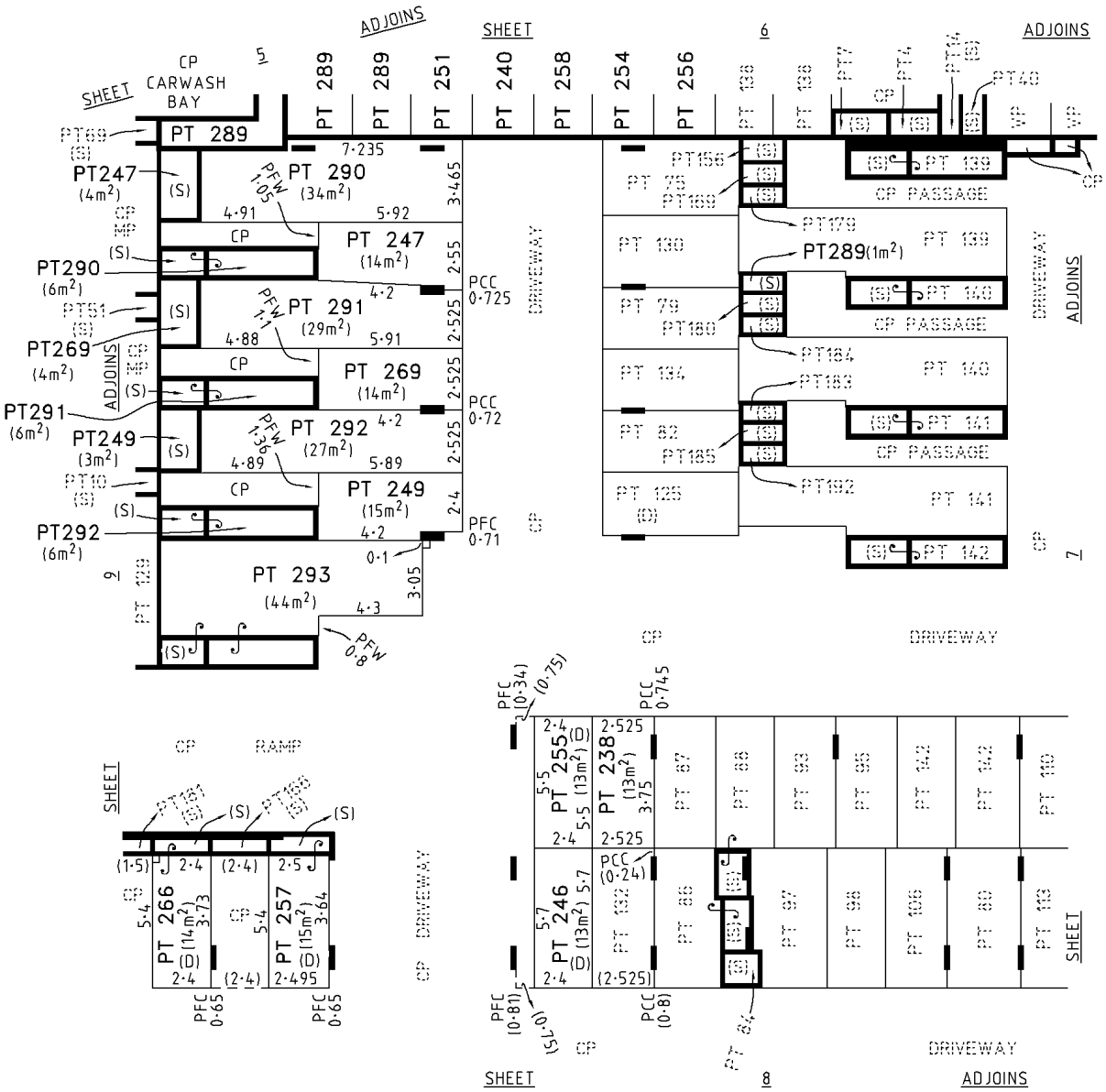
\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

Req:R051815 /Doc:SP 0100978 P /Rev:25-Feb-2020 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:9 of 22
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M.G.A.

LOTS 1-73 VIDE SP100271
LOTS 75-147 VIDE SP100340
LOTS 149-232 VIDE SP100787

PARKING LEVEL 1



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

DENOTES 90°

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

(S) DENOTES STORE
CP DENOTES COMMON PROPERTY
MP DENOTES MOTORCYCLE PARKING
(D) DENOTES DISABLED PARKING
VP DENOTES VISITOR PARKING

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

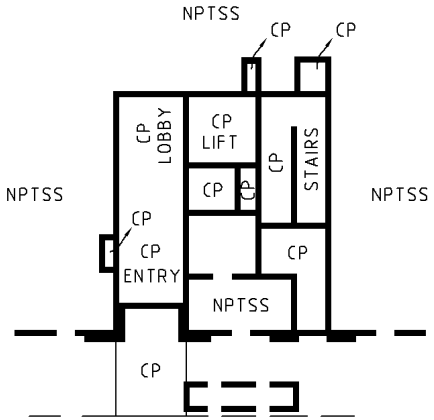
SP100978

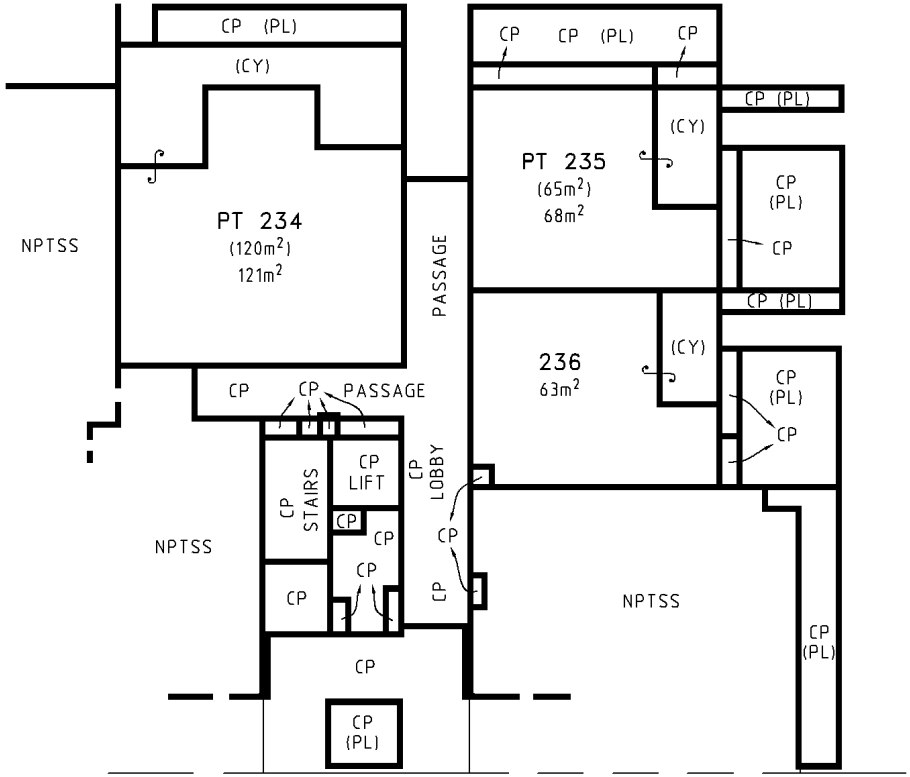
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BUILDING '3D'
GROUND LEVEL





CP DENOTES COMMON PROPERTY
(CY) DENOTES COURTYARD
(PL) DENOTES PLANTER

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

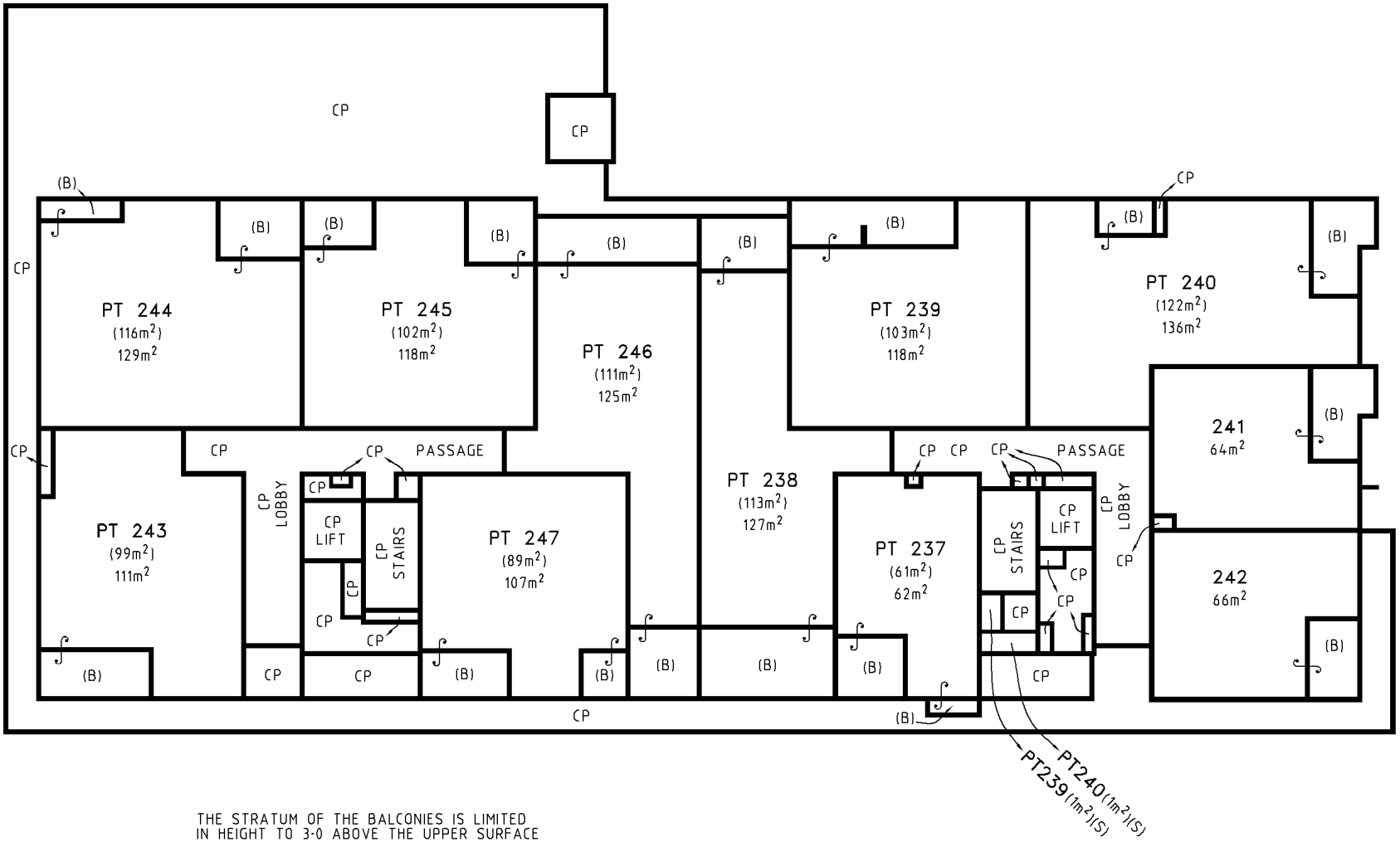
SP100978

\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

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M.G.A.

BUILDING '3D'
LEVEL 1



(B) DENOTES BALCONY
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck Date: 21/01/2020 Reference: 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	LGA: SYDNEY Locality: ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

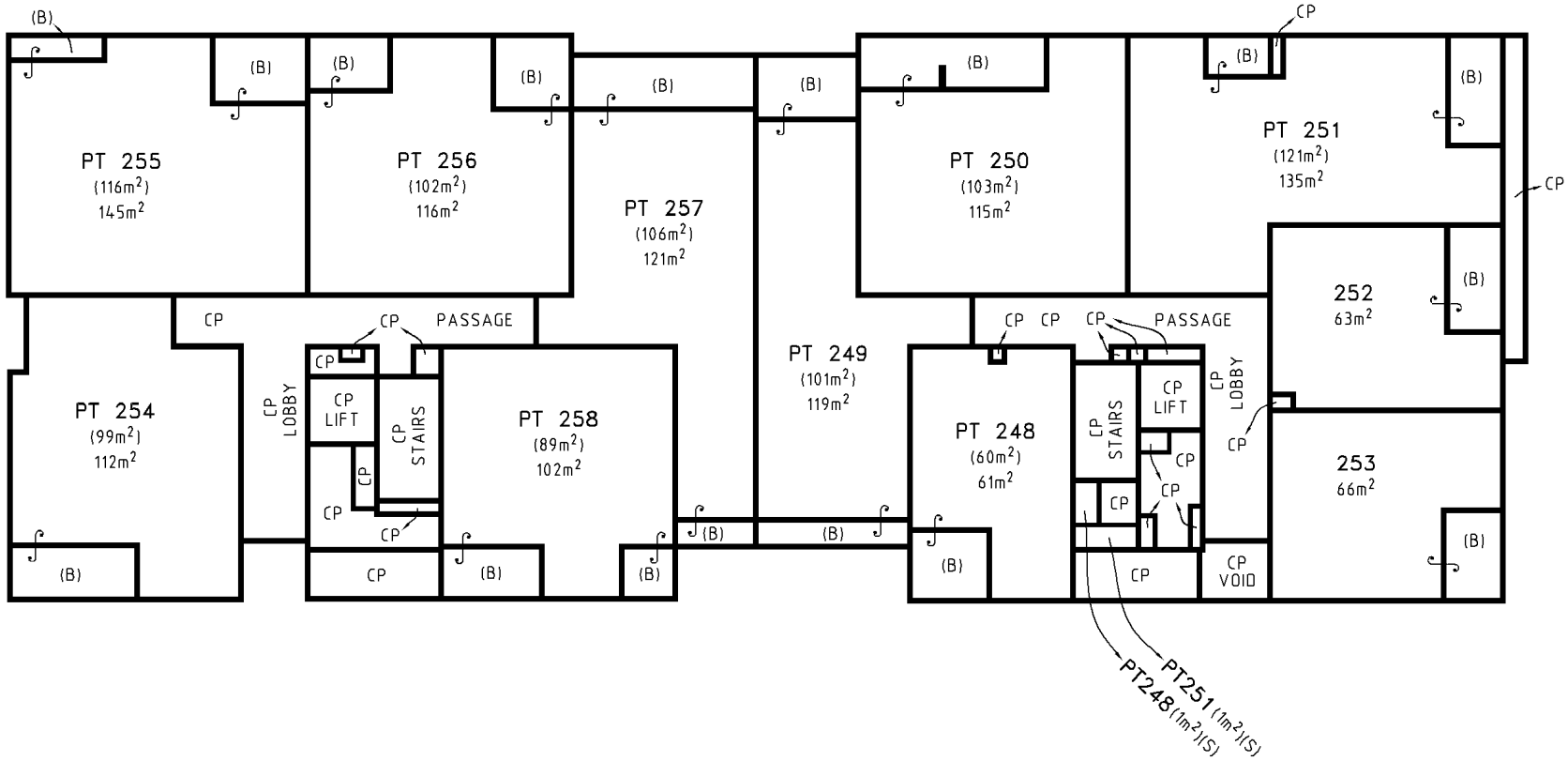
SP100978

\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

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M.G.A.

BUILDING '3D'
LEVEL 2



(B) DENOTES BALCONY (COVERED)
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

SP100978

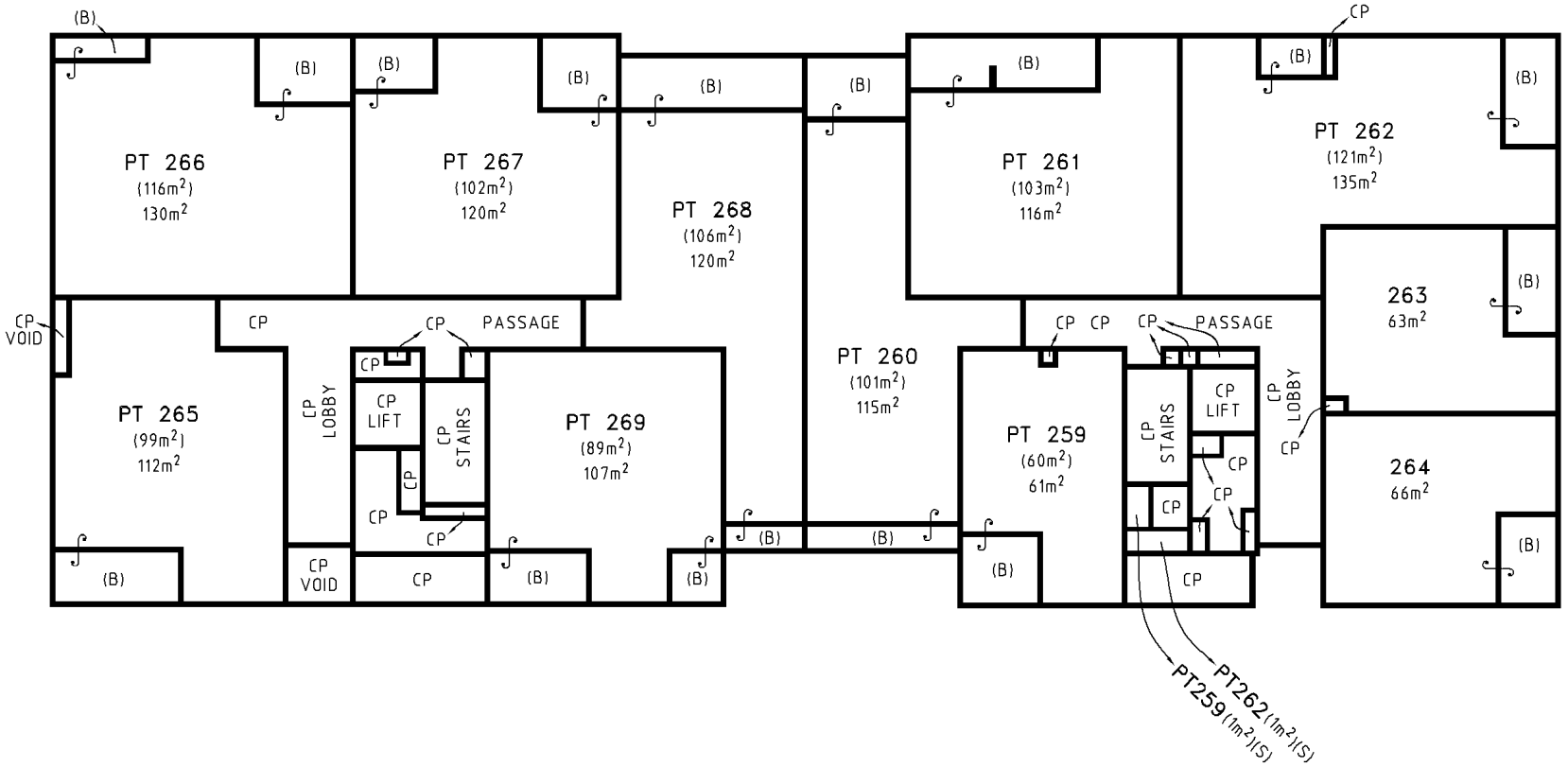
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M.G.A.

BUILDING '3D'
LEVEL 3



(B) DENOTES BALCONY (COVERED)
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

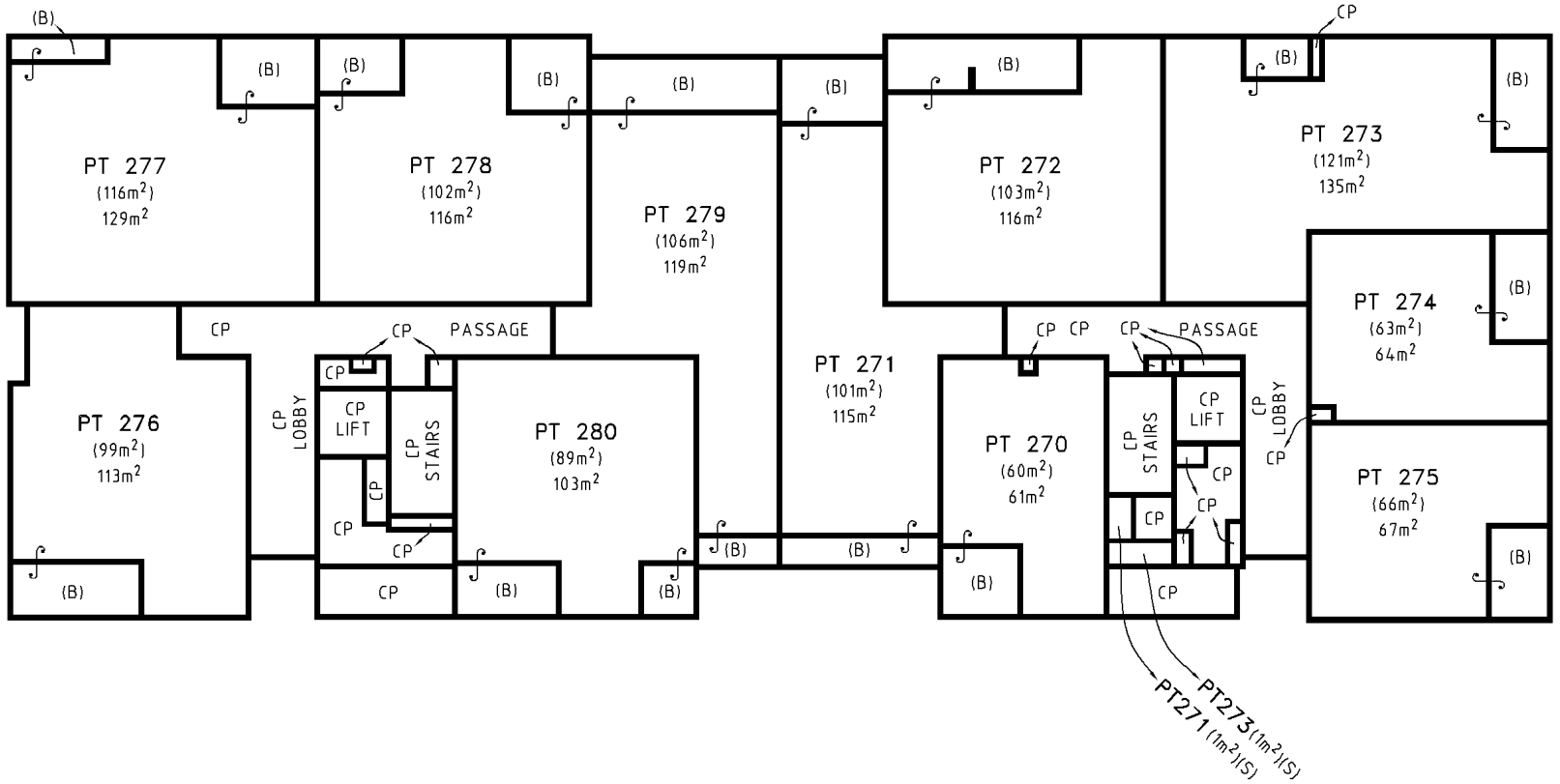
SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

SP100978

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M.G.A.

BUILDING '3D'
LEVEL 4



(B) DENOTES BALCONY (COVERED)
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 2·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

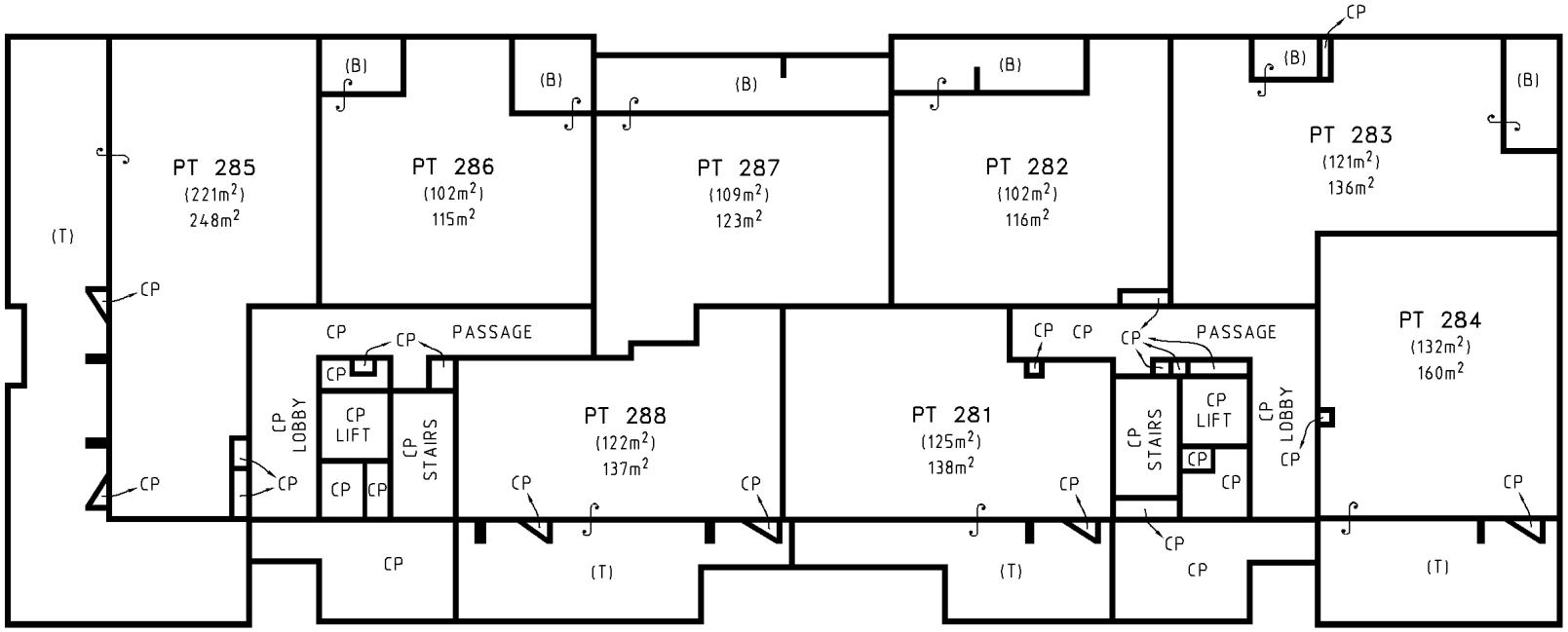
TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

SP100978

M.G.A.

BUILDING '3D'
LEVEL 5



(B) DENOTES BALCONY (COVERED)
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS, BALCONIES AND TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

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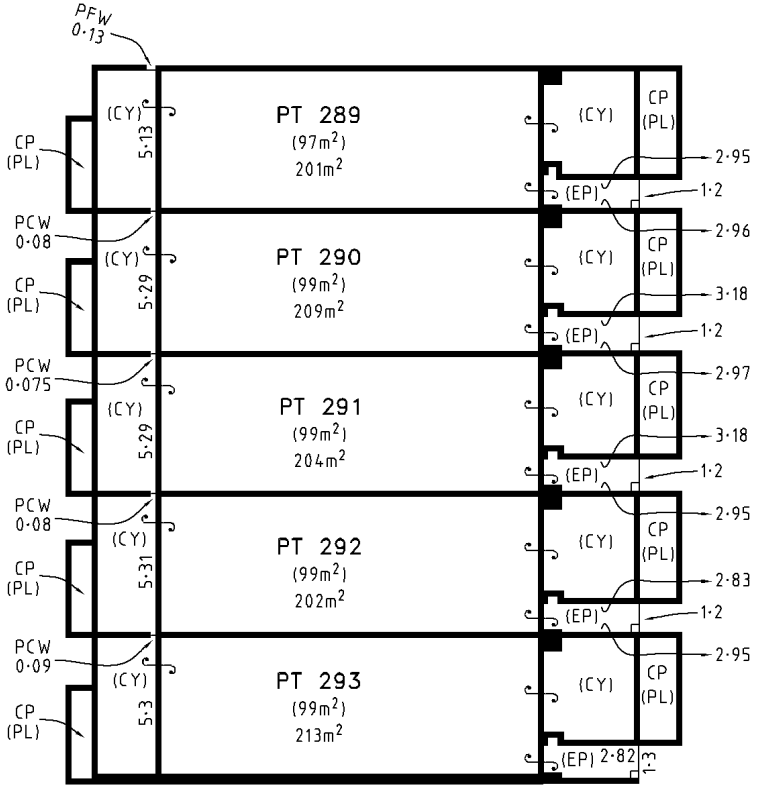
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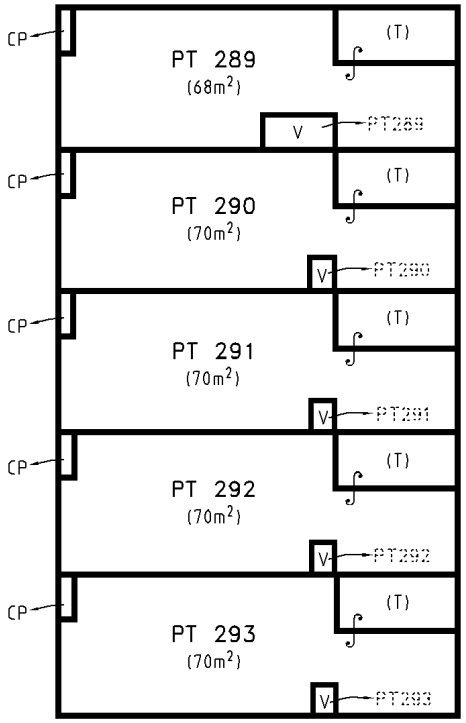
M.G.A.

BUILDING '3E'

GROUND LEVEL



LEVEL 1



PCW DENOTES PROLONGATION OF CENTRE OF WALL
PFW DENOTES PROLONGATION OF FACE OF WALL

└ DENOTES 90°

(CY) DENOTES COURTYARD
(EP) DENOTES ENTRY PATH
(PL) DENOTES PLANTER
(T) DENOTES TERRACE
V DENOTES VOID (STAIRS)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF WALL.

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF WALL.

TILING & PAVING WITHIN THE UNITS, COURTYARDS, TERRACES AND ENTRY PATHS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

THE STRATUM OF THE COURTYARDS, TERRACES AND ENTRY PATHS IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SURVEYOR	PLAN OF		
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	**LGA:** SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: 200 Lengths are in metres.	Registered 25/02/2020

SP100978

EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1255534

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 STORMWATER PUMP OUT PIT (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER VALVE ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL AND SMALL SHOP COLD WATER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 COMMUNICATIONS AND SECURITY ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE HYDRANT PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WATER QUALITY CHAMBER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RAINWATER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK EXHAUST PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SERVICE VEHICLE PARKING SPACES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL ACCESS BOOM GATE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL HYDRANT AND SPRINKLER BOOSTER ENCLOSURE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STRATUM LOT 2 MASTER WATER METER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL KIOSK SUBSTATIONS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOT 2 SMALL SHOP ELECTRICAL METER CUPBOARD (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS TO THE GROUND LEVEL SUPERMARKET GREASE ARRESTOR COVERS AND EXTERNAL PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE CARPARK ENTRY SECURITY GATE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR ACCESS AND USE OF THE LEVEL 6 BUILDING 'D' SOUTHERN ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534
EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1255534

SURVEYOR	PLAN OF			
Name: Wayne Allen Diver-Tuck **Date:** 21/01/2020 **Reference:** 125026-ROSEBERY-PHASE3-STG4	SUBDIVISION OF LOT 233 SP100787.	LGA: SYDNEY **Locality:** ROSEBERY Reduction Ratio 1: Lengths are in metres.	Registered 25/02/2020	SP100978

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SP FORM 3.03	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheets

Office Use Only

Registered: 25/02/2020

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STRATA PLAN OF SUBDIVISION OF:

LOT 233 SP100787.

LGA: SYDNEY

Locality: ROSEBERY

Parish: ALEXANDRIA

County: CUMBERLAND

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

Surveyor's Certificate

I, Wayne Allen Diver-Tuck of JBW Surveyors Pty Ltd ACN 001 149 373,

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

~~*The building encroaches on:~~

~~*(a) a public place~~

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

Signature: Wayne Tuck

Date: 21~~31~~/01/2020

Surveyor ID: 941

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG4

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

MNT 4/2/20

Strata Certificate (Accredited Certifier)

I GARRY RYAN being an Accredited Certifier, accreditation number BPB0565, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 or 59 Strata Schemes Development Act 2015.

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

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

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

Certificate Reference: SY170188ST06

Relevant Planning Approval No.: SY170188CD02

issued by: GARRY RYAN

Signature: Garry Ryan

Date: 4/2/2020

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 4 sheets

Office Use Only

Registered: 25/02/2020

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VALUER'S CERTIFICATE

I, * Tasso Balomenos of Acumentis Group

being a qualified valuer, as defined in the Strata Schemes Development Act 2015 by virtue of having membership with:

Professional Body: API (Australian Property Institute)

Class of membership: AAPI CPV

Membership number: 69315

certify that the unit entitlements shown in the schedule herewith were apportioned on 12|12|2019 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature: ..... Date: 4|2|2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

BUILDING '3D'

LOT	UE
234	302
235	248
236	244
237	249
238	328
239	313
240	415
241	246
242	264
243	342
244	409
245	313
246	341
247	331
248	251
249	329
250	313
251	417
252	248
253	266
254	344
255	439
256	315
257	342
258	333
259	251
260	331
261	315
262	419
263	249

LOT	UE
264	268
265	346
266	413
267	316
268	344
269	335
270	255
271	333
272	316
273	421
274	253
275	272
276	350
277	415
278	318
279	346
280	337
281	372
282	328
283	422
284	441
285	512
286	329
287	341
288	363

BUILDING '3E'

LOT	UE
289	688
290	677
291	677
292	677
293	688

AGGREGATE 21,660

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG4

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 4 sheets

Office Use Only

Registered: 25/02/2020

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

Clause 60 - Surveying and Spatial Information Regulation 2017
Schedule of street addresses

BUILDING '3D'

LOT	S.A.N	P.A
234	G57	24CW
235	G58	24CW
236	G59	24CW
237	156	24CW
238	157	24CW
239	158	24CW
240	159	24CW
241	160	24CW
242	161	24CW
243	165	32CW
244	166	32CW
245	167	32CW
246	168	32CW
247	169	32CW
248	256	24CW
249	257	24CW
250	258	24CW
251	259	24CW
252	260	24CW
253	261	24CW
254	265	32CW
255	266	32CW
256	267	32CW
257	268	32CW
258	269	32CW
259	356	24CW
260	357	24CW
261	358	24CW
262	359	24CW
263	360	24CW
264	361	24CW
265	365	32CW
266	366	32CW
267	367	32CW
268	368	32CW
269	369	32CW
270	456	24CW
271	457	24CW
272	458	24CW
273	459	24CW
274	460	24CW
275	461	24CW
276	465	32CW
277	466	32CW
278	467	32CW
279	468	32CW
280	469	32CW
281	556	24CW
282	557	24CW
283	558	24CW
284	559	24CW
285	565	32CW
286	566	32CW
287	567	32CW
288	568	32CW

BUILDING '3E'

LOT	S.A.N	P.A
289	G83	37RA
290	G85	37RA
291	G86	37RA
292	G87	37RA
293	G88	37RA

24CW DENOTES PRIMARY ADDRESS IS 24 Confectioners Way, Rosebery
32CW DENOTES PRIMARY ADDRESS IS 32 Confectioners Way, Rosebery
37RA DENOTES PRIMARY ADDRESS IS 37 Rothschild Avenue, Rosebery

S.A.N DENOTES SUB-ADDRESS NUMBER
P.A DENOTES PRIMARY ADDRESS

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG4

Req:R051815 /Doc:SP 0100978 P /Rev:25-Feb-2020 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:22 of 22
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 4 sheets

Office Use Only	Office Use Only
Registered: 25/02/2020	SP100978

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

Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.
Corporation: KARIMBLA PROPERTIES (NO.49) PTY LTD
Authority: ACN 168 601 223
section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223
THE COMMON SEAL OF

ROBYN McCULLY

SECRETARY

JAMES SIALEPIS

DIRECTOR

Surveyor's Reference: 125026-ROSEBERY-PHASE3-STG4

\\Rosebery-Rothschild Ave\Phase3\Stg3-DE

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY

Executed by Perpetual Trustee Company Limited (ACN 000 001 007) by its Attorneys pursuant to Power of Attorney dated 12 November 2003 Registered Book 4459 No. 15 in the presence of:

Witness: MICHELE LEE SEXTON
Level 21, 83 Clarence St, Sydney
Name

Attorney: ANYA LEE COX
Name

Attorney: VICTOR P HOOG ANTINK
Name

By executing this document, the Attorneys state that they have had no notice of the Power of Attorney being revoked.

PERMANENT REGISTRY LIMITED ACN 000 334 636 by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, Registered in NSW Book 4022 No 346 whereby they execute this deed document or instrument.

Group A Attorney — Signature — Name: MARIA LAMBI

Group B Attorney — JOHN MEYER

Department of Lands Approval

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

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

Subdivision Certificate

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

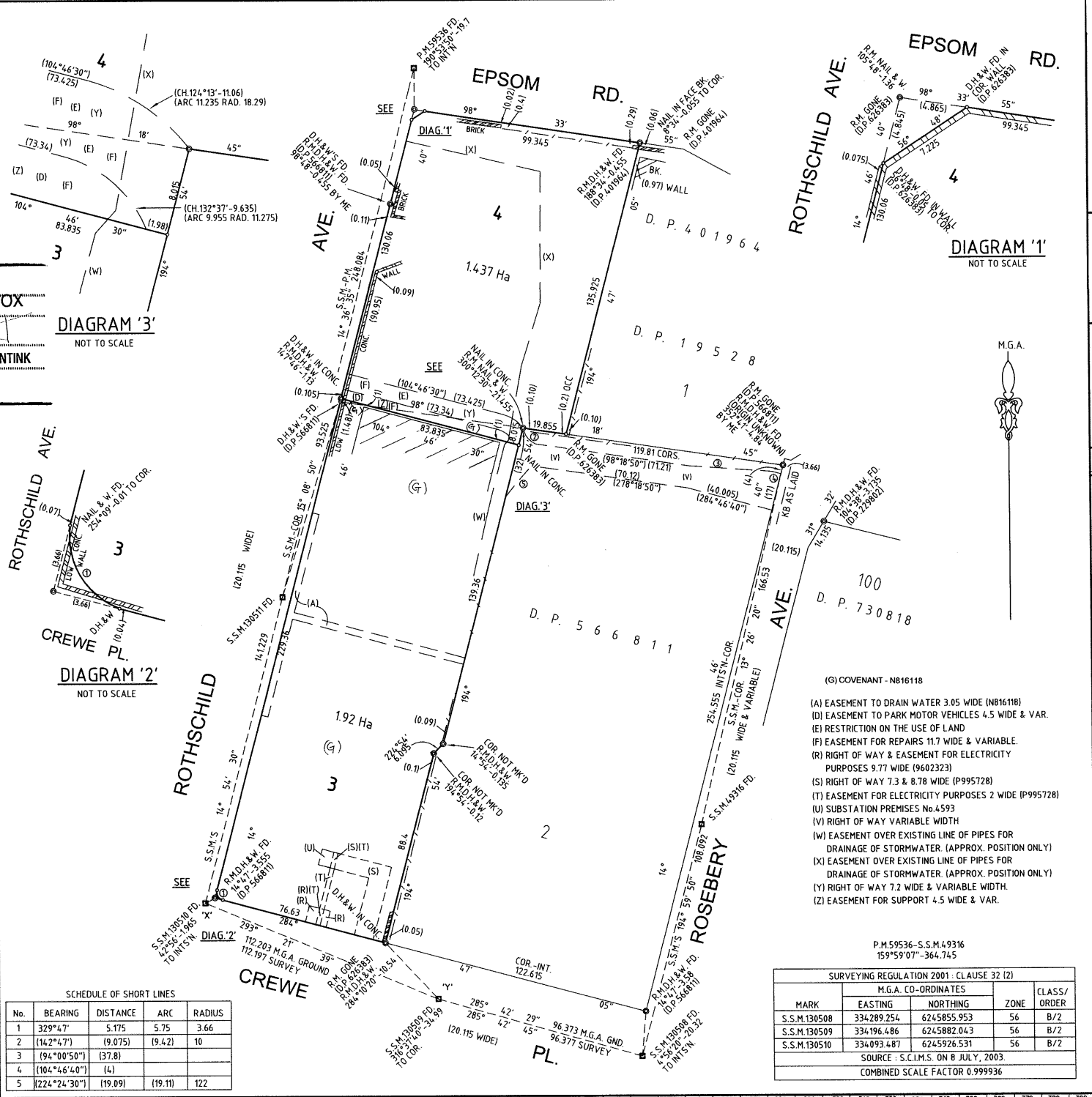
S-S-D-M-S-N ..... set out herein
(insert subdivision or new road)

Authorised Person/General Manager/Accredited Certifier

Consent Authority..... SYDNEY CITY COUNCIL
Date of Endorsement..... 7 APRIL 2004
Accreditation no. .....
Subdivision Certificate no. 13/04
File no. 7626/05

* Delete whichever is inapplicable

SURVEYORS REFERENCE A969/02



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	329°47'	5.175	5.75	3.66
2	(142°47')	(9.075)	(9.42)	10
3	(94°00'50")	(37.8)		
4	(104°46'40")	(4)		
5	(224°24'30")	(19.09)	(19.11)	122

SURVEYING REGULATION 2001 : CLAUSE 32 (2)

MARK	M.G.A. CO-ORDINATES EASTING	NORTHING	ZONE	CLASS/ ORDER
S.S.M.130508	334289.254	6245855.953	56	B/2
S.S.M.130509	334196.486	6245882.043	56	B/2
S.S.M.130510	334093.487	6245926.531	56	B/2

SOURCE : S.C.I.M.S. ON 8 JULY, 2003.
COMBINED SCALE FACTOR 0.999936

DP1065657

Registered: 13-5-2004

*OFFICE USE ONLY

C.A. : SEE CERTIFICATE

Title System : TORRENS

Purpose : SUBDIVISION

Ref Map : WATERLOO INDEX DP7534, DP19528

Last Plan : DP626383, DP566811

PLAN OF SUBDIVISION OF LOT 1 IN D.P.626383 AND EASEMENT OVER LOT 2 IN D.P.566811.

Lengths are in Metres Reduction Ratio: 1:1250

L.G.A. ~~SOUTH~~ SYDNEY

Locality: ROSEBERY

Parish: ALEXANDRIA

County: CUMBERLAND

This is sheet 1 of my plan in sheets (Delete if inapplicable)

Surveying Regulation 2001

I, STEPHEN R. CARR
of WHELANS, D.X.288 SYDNEY.
a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 15 DECEMBER 2003

The survey relates to .....
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

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

(Signature) Stephen Carr
Surveyor registered under the Surveying Act, 2002.

Plans used in preparation of survey/~~compilation~~
D.P.'s 566811, 626383, 730818,

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RIGHT OF WAY VARIABLE WIDTH.
2. EASEMENT OVER EXISTING LINE OF PIPES FOR DRAINAGE OF STORMWATER.
3. RIGHT OF WAY 7.2 WIDE & VARIABLE WIDTH.
4. EASEMENT FOR SUPPORT 4.5 WIDE & VAR.
5. EASEMENT TO PARK MOTOR VEHICLES 4.5 WIDE & VARIABLE
6. RESTRICTION ON THE USE OF LAND.
7. EASEMENT FOR REPAIRS 11.7 WIDE & VARIABLE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

MPR (PERMANENT)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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Req:R051817 /Doc:DP 1065657 P

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 8 Sheets

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 61 (2)				
MARK	MGA CO-ORDINATES ZONE 56		CLASS	ORDER
	EASTING	NORTHING		
SSM 49316	334317·218	6245960·360	B	2
SSM 49317	334271·268	6245722·732	B	2
SSM 49319	334629·102	6245632·444	B	2
SSM 130508	334289·254	6245855·953	B	2
SSM 130509	334196·486	6245882·042	B	2
SSM 130510	334093·487	6245926·531	B	2
SSM 130511	334129·820	6246062·998	B	2
SSM 130522	334382·750	6246135·756	B	2
PM 59536	334192·382	6246303·045	B	2
SSM 195248	334226	6246149	U	U
COMBINED SCALE FACTOR 0·999931 VIDE SCIMS 5/07/2017				

PM CONNECTION TABLE		
SSM49316-SSM49317	190°56'40" 242·045	MGA (GROUND)
"X"-"Y"	190°56'40" 242·04	SURVEY
SSM49317-SSM130509	334°51'15" 176·00	MGA (GROUND)
	334°51'05" 176·02	SURVEY
SSM49316-PM59536	339°59'00" 364·74	MGA (GROUND)
	339°58'45" 364·75	SURVEY
SSM130522-PM59536	311°18'30" 253·445	MGA (GROUND)
	311°18'15" 253·445	SURVEY
PM59536-SSM195248	167°21'35" 157·515	SURVEY

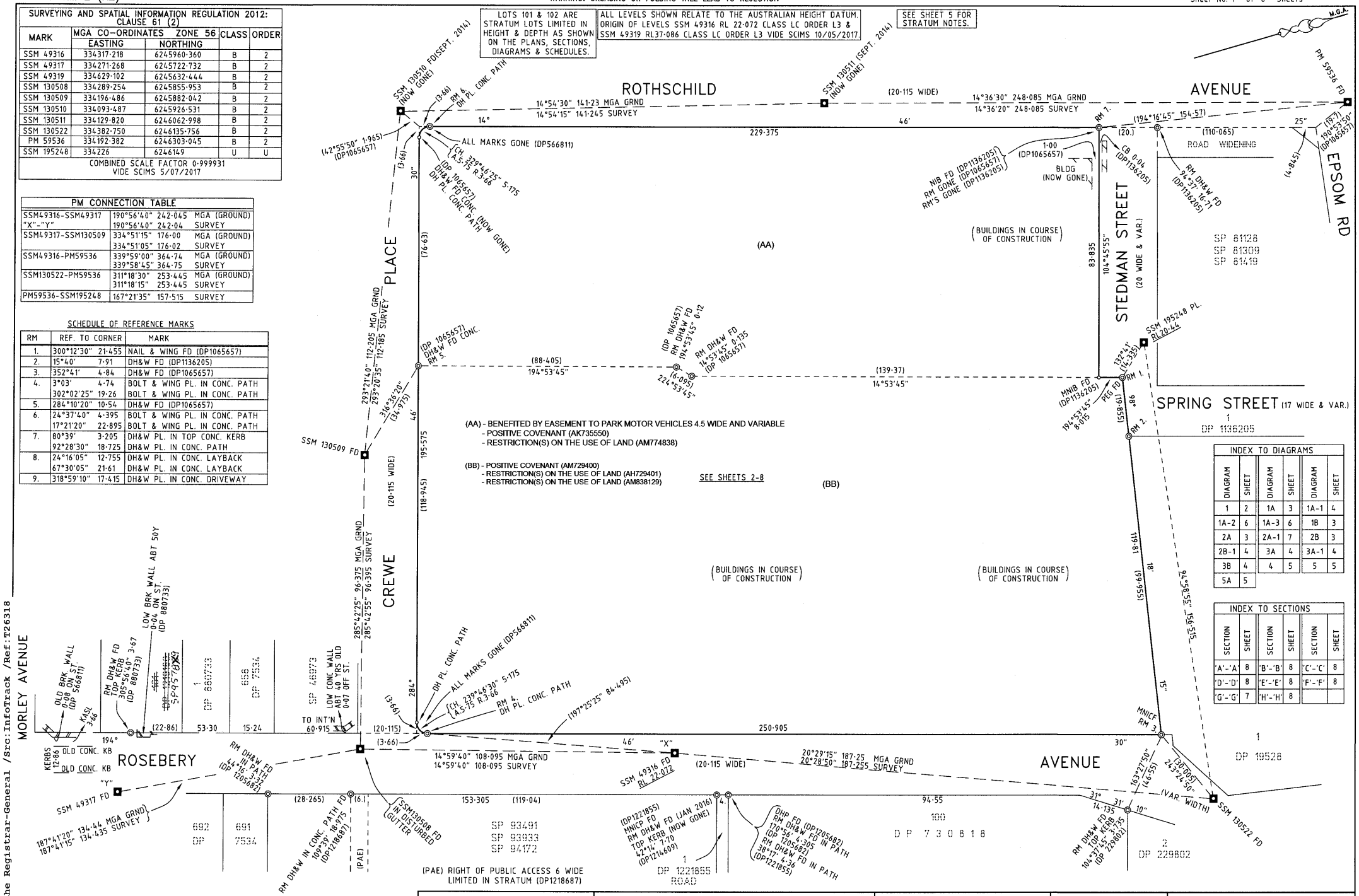
SCHEDULE OF REFERENCE MARKS

RM	REF. TO CORNER	MARK
1.	300°12'30" 21·455	NAIL & WING FD (DP1065657)
2.	15°40' 7·91	DH&W FD (DP1136205)
3.	352°41' 4·84	DH&W FD (DP1065657)
4.	3°03' 4·74	BOLT & WING PL. IN CONC. PATH
	302°02'25" 19·26	BOLT & WING PL. IN CONC. PATH
5.	284°10'20" 10·54	DH&W FD (DP1065657)
6.	24°37'40" 4·395	BOLT & WING PL. IN CONC. PATH
	17°21'20" 22·895	BOLT & WING PL. IN CONC. PATH
7.	80°39' 3·205	DH&W PL. IN TOP CONC. KERB
	92°28'30" 18·725	DH&W PL. IN CONC. PATH
8.	24°16'05" 12·755	DH&W PL. IN CONC. LAYBACK
	67°30'05" 21·61	DH&W PL. IN CONC. LAYBACK
9.	318°59'10" 17·415	DH&W PL. IN CONC. DRIVEWAY

LOTS 101 & 102 ARE STRATUM LOTS LIMITED IN HEIGHT & DEPTH AS SHOWN ON THE PLANS, SECTIONS, DIAGRAMS & SCHEDULES.

ALL LEVELS SHOWN RELATE TO THE AUSTRALIAN HEIGHT DATUM. ORIGIN OF LEVELS SSM 49316 RL 22·072 CLASS LC ORDER L3 & SSM 49319 RL37·086 CLASS LC ORDER L3 VIDE SCIMS 10/05/2017.

SEE SHEET 5 FOR STRATUM NOTES.



CB DENOTES CONCRETE BLOCK WALL
DHP DENOTES DRILL HOLE IN CONC. PATH
MNICF DENOTES MASONRY NAIL IN CONC. FOOTING
MNICP DENOTES MASONRY NAIL IN CONC. PATH
MNIB DENOTES MASONRY NAIL IN BITUMEN

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

LPI REF: 2017M7100(884) Additional Sheets

Surveyor: WAYNE ALLEN DIVER-TUCK
Date of Survey: 5/07/2017
Surveyor's Ref: 124969ROSE-DEXUSLS1

PLAN OF
SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.

LGA: SYDNEY
Locality: ROSEBERY
Subdivision No: 2017/46
Lengths are in metres. Reduction Ratio 1:800

Registered
21.11.2017

DP1231960 P

\\ROSEBERY-ROTHSCHILD\DEXUS\PHASE

Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 10
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Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 10
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.
SEE SHEET 5 FOR STRATUM NOTES.
SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.

DIAGRAM 1
SCALE 1:300

ROTHSCHILD AVENUE
ROAD WIDENING 2 WIDE NOTE R1

CREWE PLACE
(20·115 WIDE)

ROSEBERY AVENUE

STEDMAN STREET
(20 WIDE & VAR.)

SPRING STREET
(17 WIDE & VAR.)

PT 101 (15·2m²) NOTE 101-2
PT 102 (15·2m²) NOTE 102-2
PT 101 (426·2m²) NOTE 101-3
PT 102 (426·2m²) NOTE 102-3
PT 102 NOTE 102-1
PT 101 NOTE 101-1
PT 101 (1·0m²) NOTE 101-4
PT 102 (1·0m²) NOTE 102-4
PT 102 (4·076ha) NOTE 102-1 4·12ha
PT 101 (17,654m²) NOTE 101-1 (A) 8,096m²

CMF DENOTES CHAINWIRE MESH FENCE
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORMED BASEMENT WALL
MNIB DENOTES MASONRY NAIL IN BITUMEN
MNCF DENOTES MASONRY NAIL IN CONC. FOOTING
RHB DENOTES ROUND HEADED BOLT
TPF DENOTES TEMPORARY PALISADE FENCE

(A) EASEMENT FOR SUPPORT OF PLANTERS, COURTYARDS & PATHS (ENTIRE LOT)

Surveyor: WAYNE ALLEN DIVER-TUCK
Date of Survey: 5/07/2017
Surveyor's Ref: 12496ROSE-DEXUSLS1

PLAN OF
SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.

LGA: SYDNEY
Locality: ROSEBERY
Subdivision No:

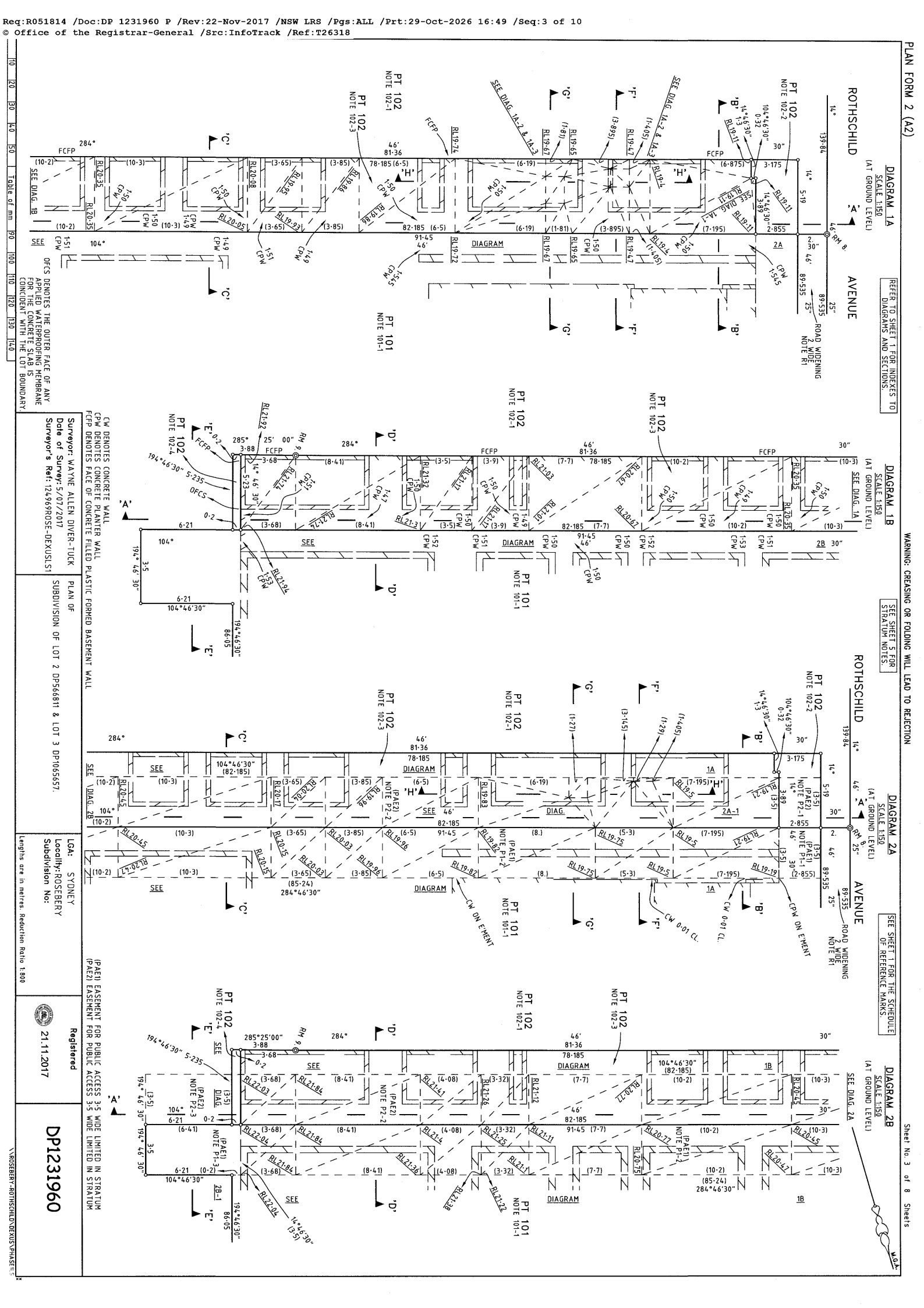
Lengths are in metres. Reduction Ratio 1:800

Registered
21.11.2017

DP1231960

Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:3 of 10
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PLAN FORM 2 (A2)



Surveyor: WAYNE ALLEN DIVER-TUCK
Date of Survey: 5/07/2017
Surveyor's Ref: 12496908OSE-DEXUSLS1

PLAN OF
SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.

Lengths are in metres. Reduction Ratio 1:800

LGA: SYDNEY
Locality: ROSEBERY
Subdivision No:

Registered
21.11.2017

DP1231960

\\ROSEBERY-ROTHSCHILD-DEXUS\PHASE1\S

Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:4 of 10
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DIAGRAM 3A

SCALE 1:150

(AT PARKING LEVEL 1)

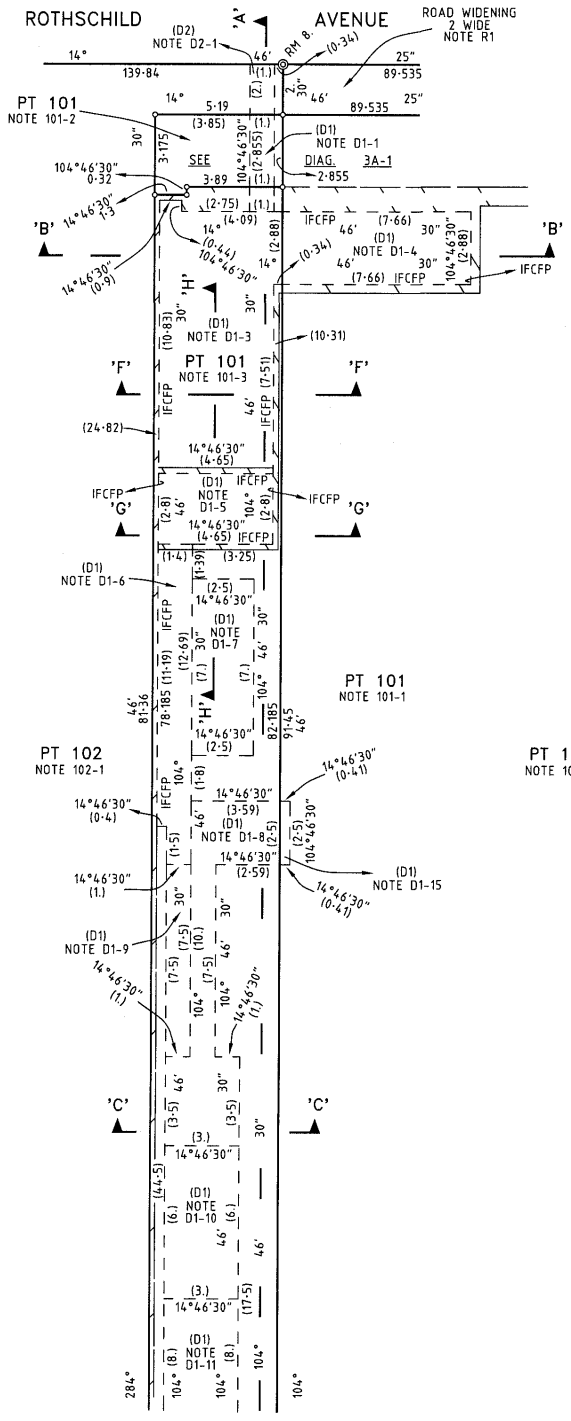


DIAGRAM 3B

SCALE 1:150

(AT PARKING LEVEL 1)

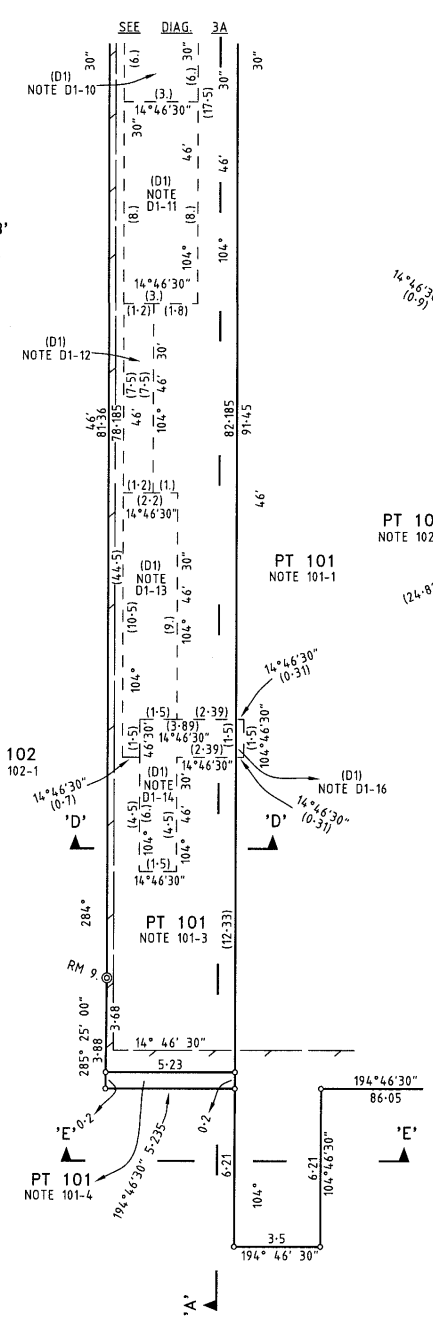
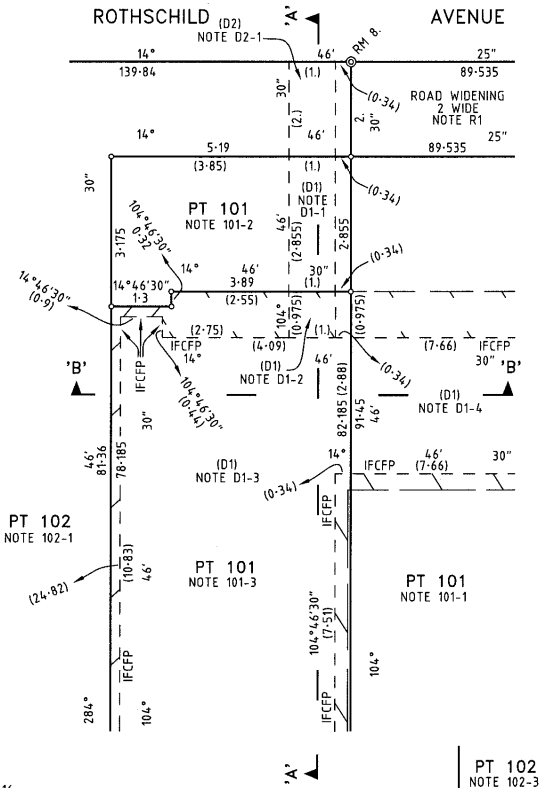


DIAGRAM 3A-1

NOT TO SCALE

(AT PARKING LEVEL 1)



SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.

SEE SHEET 5 FOR STRATUM NOTES.

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

M.G.A.

DIAGRAM 1A-1

NOT TO SCALE

(AT GROUND LEVEL)

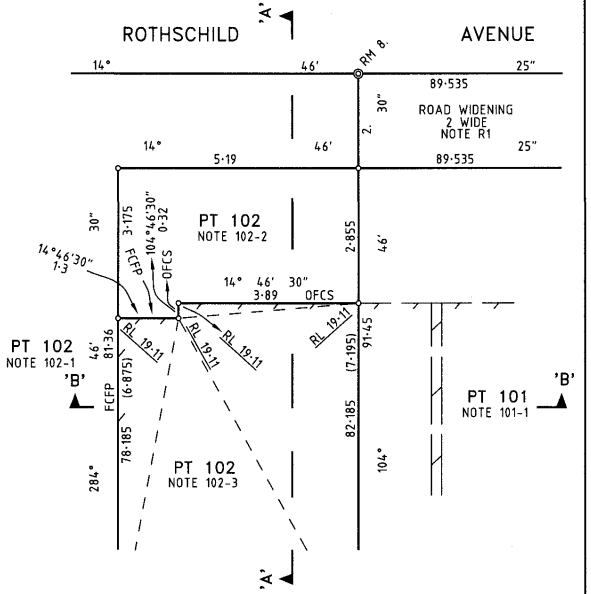
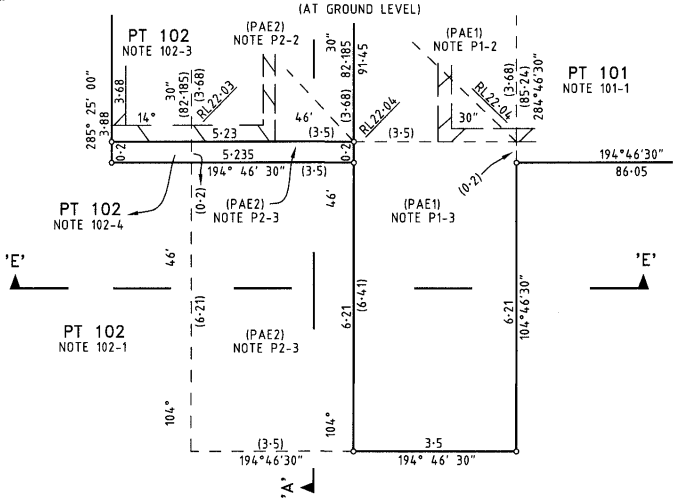


DIAGRAM 2B-1

NOT TO SCALE

(AT GROUND LEVEL)



OFCS DENOTES THE OUTER FACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY.
IFCFP DENOTES INSIDE FACE OF CONCRETE FILLED PLASTIC FORM BASEMENT WALL
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORM BASEMENT WALL
(D1) EASEMENT FOR DRAINAGE OF PLANTERS, COURTYARDS & PATHS VARIABLE WIDTH LIMITED IN STRATUM.
(D2) EASEMENT TO DRAIN WATER 1 WIDE LIMITED IN STRATUM

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 5/07/2017 **Surveyor's Ref:** 124969ROSE-DEXUSLS1	PLAN OF SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.	LGA: SYDNEY Locality: ROSEBERY Subdivision No: Lengths are in metres. Reduction Ratio 1:800	Registered 21.11.2017	DP1231960

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

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.

M.G.A.

DIAGRAM 4

SCALE 1:500

(FEATURES SHOWN ARE AT GROUND LEVEL)

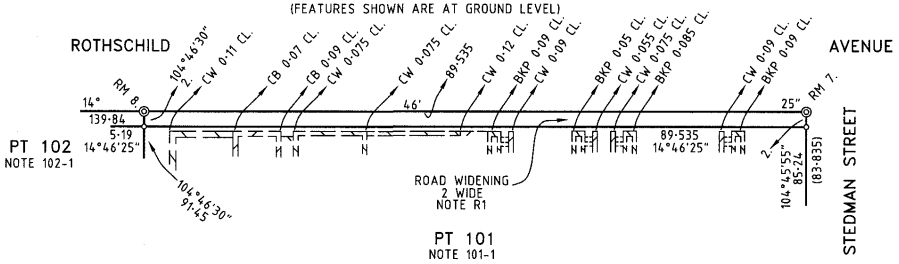


DIAGRAM 5

SCALE 1:500

(FEATURES SHOWN ARE AT GROUND LEVEL)

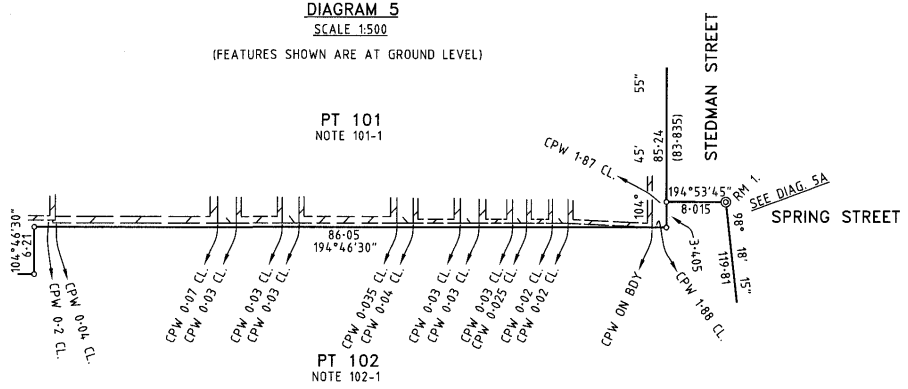
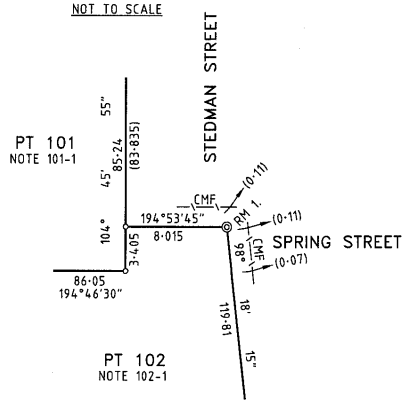


DIAGRAM 5A

NOT TO SCALE



STRATUM NOTES

NOTE 101-1:
PT 101 IS UNLIMITED IN HEIGHT AND DEPTH.

NOTE 101-2:
PT 101 IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL18·0 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE 101-3:
PT 101 IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE 101-4:
PT 101 IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL20·6 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE 102-1:
PT 102 IS UNLIMITED IN HEIGHT AND DEPTH.

NOTE 102-2:
PT 102 IS LIMITED IN DEPTH TO RL18·0 AND IS UNLIMITED IN HEIGHT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE 102-3:
PT 102 IS LIMITED IN DEPTH TO THE LEVEL &\OR INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS UNLIMITED IN HEIGHT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE 102-4:
PT 102 IS LIMITED IN DEPTH TO RL20·6 AND IS UNLIMITED IN HEIGHT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE R1:
THE ROAD WIDENING 2 WIDE IS UNLIMITED IN HEIGHT AND DEPTH.

NOTE P1-1:
EASEMENT (PAE1) IS LIMITED IN DEPTH TO RL18·9 AND IS UNLIMITED IN HEIGHT.

NOTE P1-2:
EASEMENT (PAE1) IS LIMITED IN DEPTH TO THE REGULAR INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS UNLIMITED IN HEIGHT.

NOTE P1-3:
EASEMENT (PAE1) IS LIMITED IN DEPTH TO RL21·6 AND IS UNLIMITED IN HEIGHT.

NOTE P2-1:
EASEMENT (PAE2) IS LIMITED IN DEPTH TO RL18·9 AND IS UNLIMITED IN HEIGHT.

NOTE P2-2:
EASEMENT (PAE2) IS LIMITED IN DEPTH TO THE REGULAR INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS UNLIMITED IN HEIGHT.

NOTE P2-3:
EASEMENT (PAE2) IS LIMITED IN DEPTH TO RL21·6 AND IS UNLIMITED IN HEIGHT.

NOTE D1-1:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL16·0 AND IS LIMITED IN HEIGHT TO RL18·0.

NOTE D1-2:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL16·0 AND IS LIMITED IN HEIGHT TO RL18·0.

NOTE D1-3:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL17·15 AND IS LIMITED IN HEIGHT TO RL18·8.

NOTE D1-4:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL17·15 AND IS LIMITED IN HEIGHT TO RL18·8.

NOTE D1-5:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL16·5 AND IS LIMITED IN HEIGHT TO RL19·3.

NOTE D1-6:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL18·5 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-7:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL18·85 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-8:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL19·0 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-9:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL18·75 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-10:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL19·3 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-11:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL19·5 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-12:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL19·65 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-13:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL19·75 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-14:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL20·6 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3.

NOTE D1-15:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL19·0 AND IS LIMITED IN HEIGHT TO RL19·8.

NOTE D1-16:
EASEMENT (D1) IS LIMITED IN DEPTH TO RL20·6 AND IS LIMITED IN HEIGHT TO RL21·2.

NOTE D2-1:
EASEMENT (D2) IS LIMITED IN DEPTH TO RL16·0 AND IS LIMITED IN HEIGHT TO RL18·0.

NOTE DTA-1:
EASEMENT (DTA1) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3 AND IS LIMITED IN HEIGHT TO 3 ABOVE THAT LOWER STRATUM LIMIT.

NOTE DTA-2:
EASEMENT (DTA2) IS LIMITED IN DEPTH TO THE LOWER STRATUM LIMIT OF PT 102 DEFINED BY NOTE 102-3 AND IS LIMITED IN HEIGHT TO 3 ABOVE THAT LOWER STRATUM LIMIT.

BKP DENOTES BRICK PLANTER
CB DENOTES CONCRETE BLOCK
CW DENOTES CONCRETE WALL
CPW DENOTES CONCRETE PLANTER WALL
CMF DENOTES CHAINWIRE MESH FENCE

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 5/07/2017 **Surveyor's Ref:** 124969ROSE-DEXUSLS1	PLAN OF SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.	LGA: SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1:800	**Registered** 21.11.2017	DP1231960

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

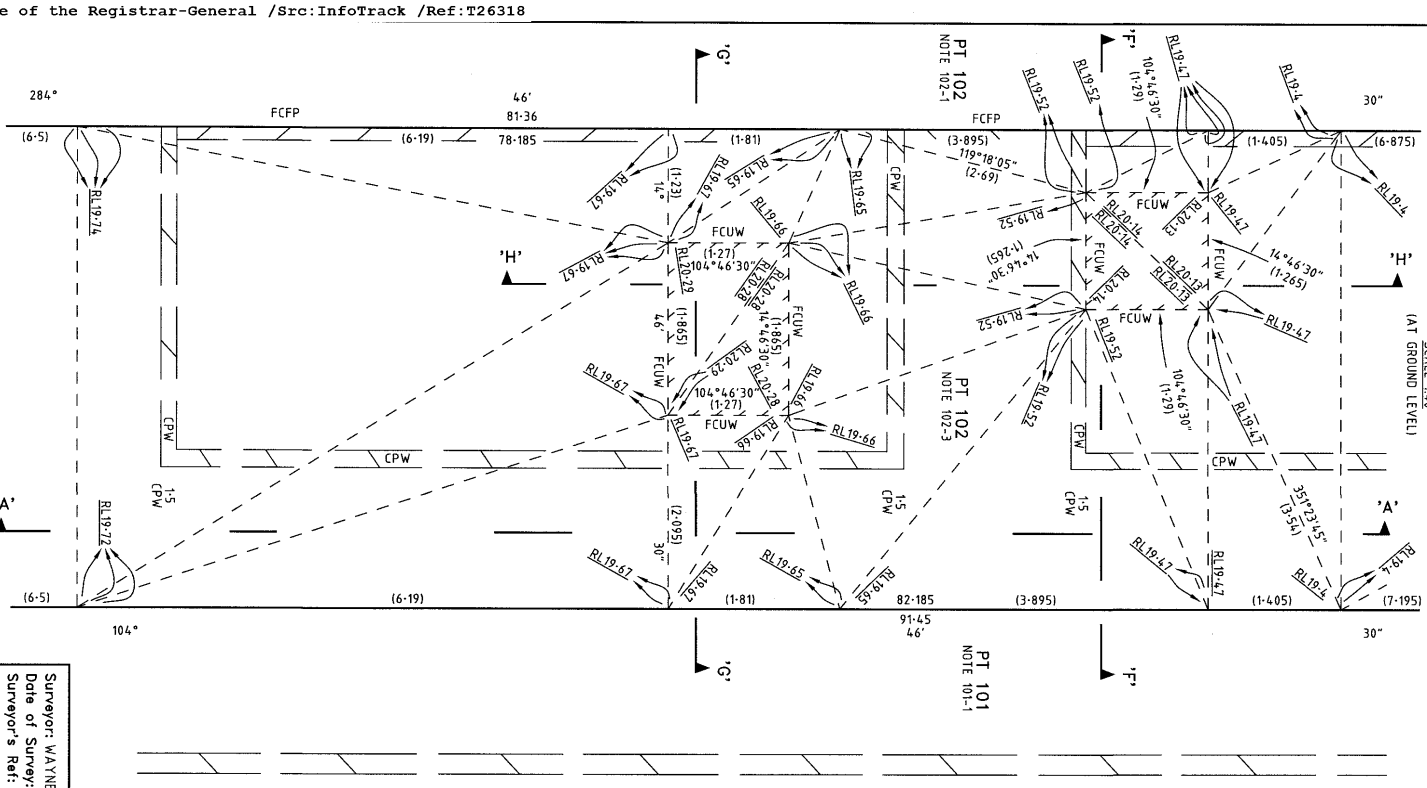
\\ROSEBERY-ROTHSCHILD\DEXUS\PHASE1LS

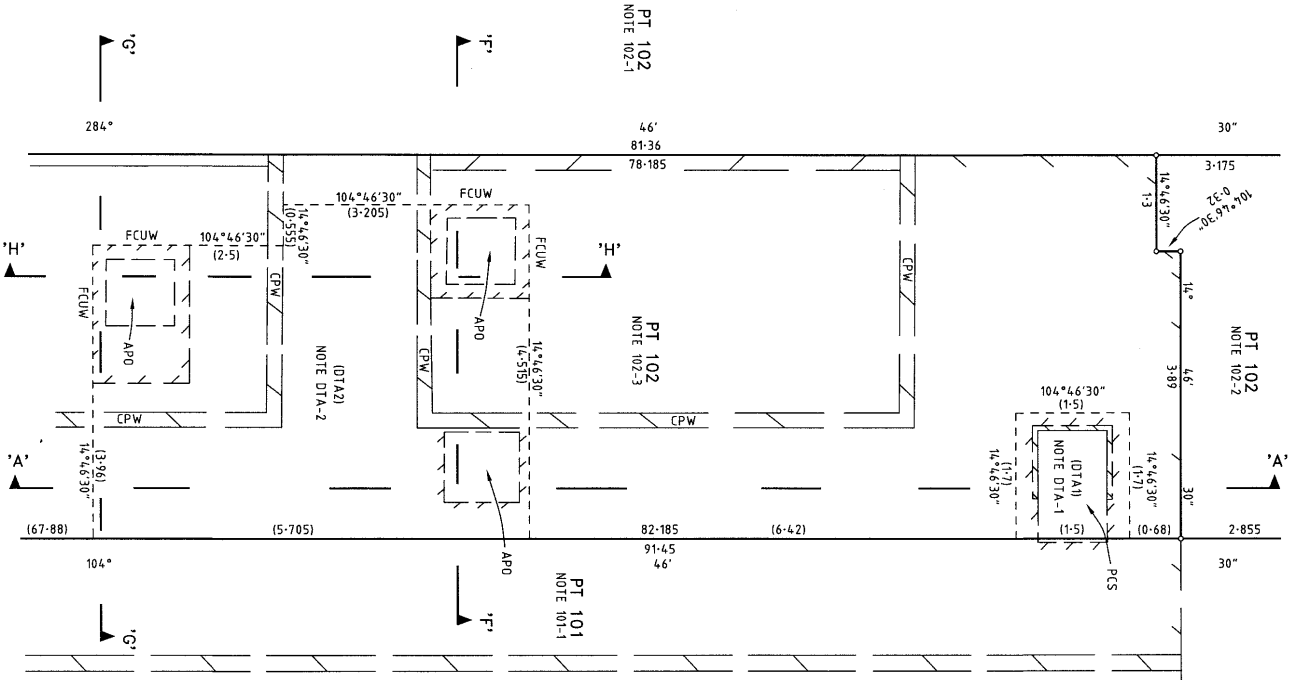
Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:5 of 10
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:6 of 10
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION





SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 5 FOR STRATUM NOTES

APO DENOTES ACCESS POINT TO OSD TANK
CPW DENOTES CONCRETE PLANTER WALL
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORMED BASEMENT WALL
FCUW DENOTES FACE OF CONCRETE UPTURN WALL
PCS DENOTES PENETRATION IN CONCRETE SLAB
(DTA1) EASEMENT FOR ACCESS TO OSD TANK 1·5 WIDE LIMITED IN STRATUM
(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM

Surveyor: WAYNE ALLEN DIVER-TUCK
Date of Survey: 5/07/2017
Surveyor's Ref: 124969DOSE-DEXUSLS1

PLAN OF
SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.

LGA: SYDNEY
Locality: ROSEBERY
Subdivision No:

Lengths are in metres. Reduction Ratio 1:800

Registered
21.11.2017

DP1231960

\\ROSEBERY-ROTHSCHILD\DEXUS\PHASE1\...

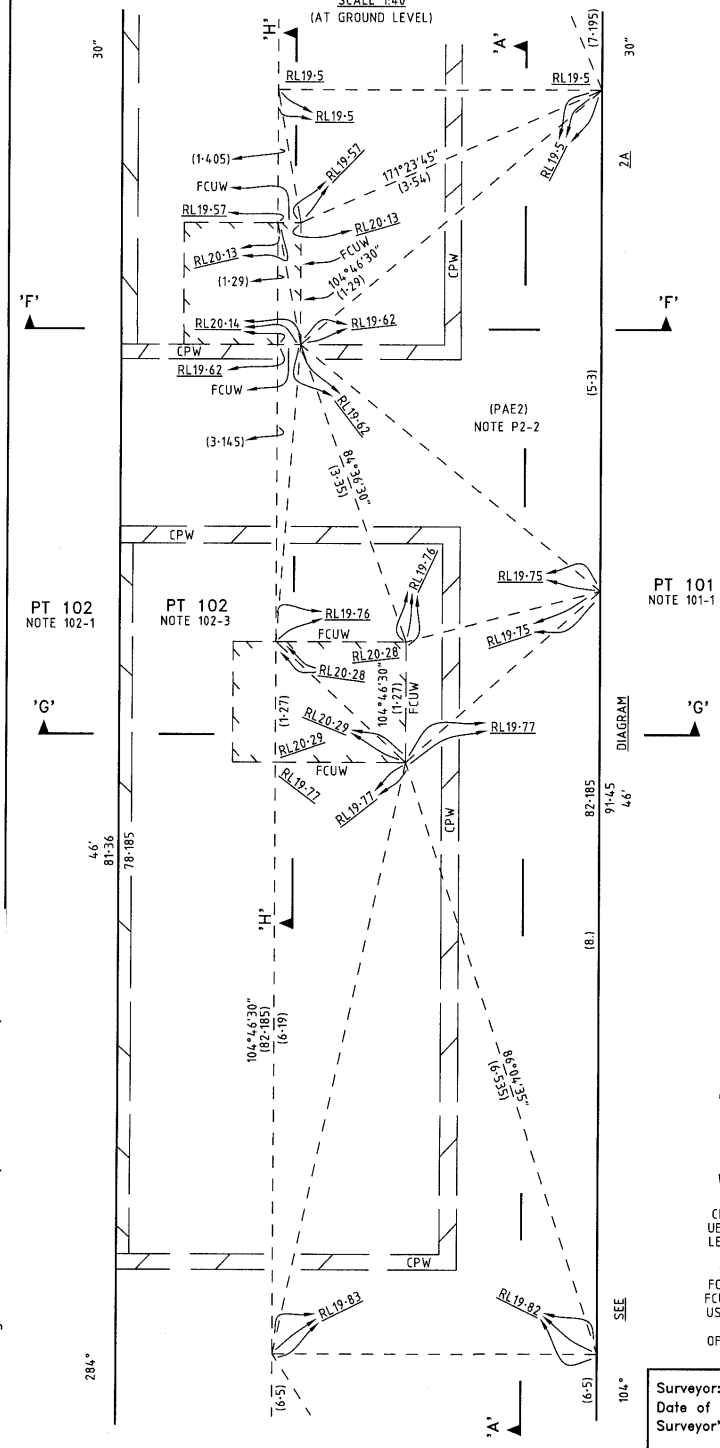
Sheet No. 6 of 8 Sheets

Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:7 of 10
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DIAGRAM 2A-1

SCALE 1:40

(AT GROUND LEVEL)



SEE SHEET 5 FOR STRATUM NOTES.

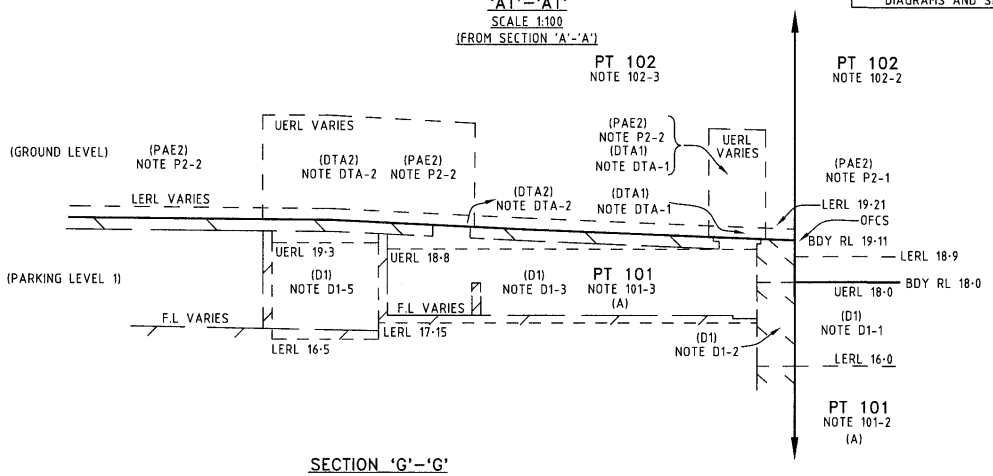
SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SECTIONAL DIAGRAM 'A1'–'A1'

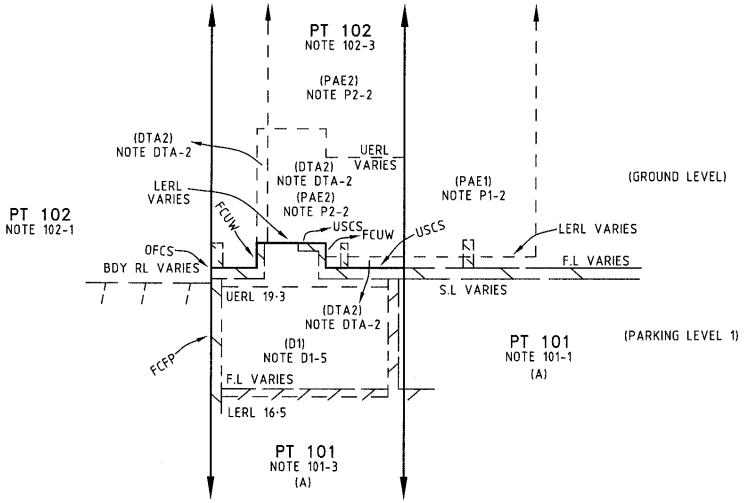
SCALE 1:100

(FROM SECTION 'A'–'A')



SECTION 'G'–'G'

SCALE 1:100



DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

CPW DENOTES CONCRETE PLANTER WALL
UERL DENOTES UPPER EASEMENT STRATUM RL
LERL DENOTES LOWER EASEMENT STRATUM RL
F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S.L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORM BASEMENT WALL
FCUW DENOTES FACE OF CONCRETE UPTURN WALL
USCS DENOTES THE UPPER SURFACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY.
OFCS DENOTES THE OUTER FACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY.

(A) EASEMENT FOR SUPPORT OF PLANTERS, COURTYARDS & PATHS (ENTIRE LOT)
(D1) EASEMENT FOR DRAINAGE OF PLANTERS, COURTYARDS & PATHS VARIABLE WIDTH LIMITED IN STRATUM

(PAE1) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM
(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM
(DTA1) EASEMENT FOR ACCESS TO OSD TANK 1·5 WIDE LIMITED IN STRATUM
(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 5/07/2017 **Surveyor's Ref:** 124969ROSE-DEXUSLS1	PLAN OF SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.	**LGA:** SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1:800	**Registered** 21.11.2017

DP1231960

SEE SHEET 5 FOR STRATUM NOTES.

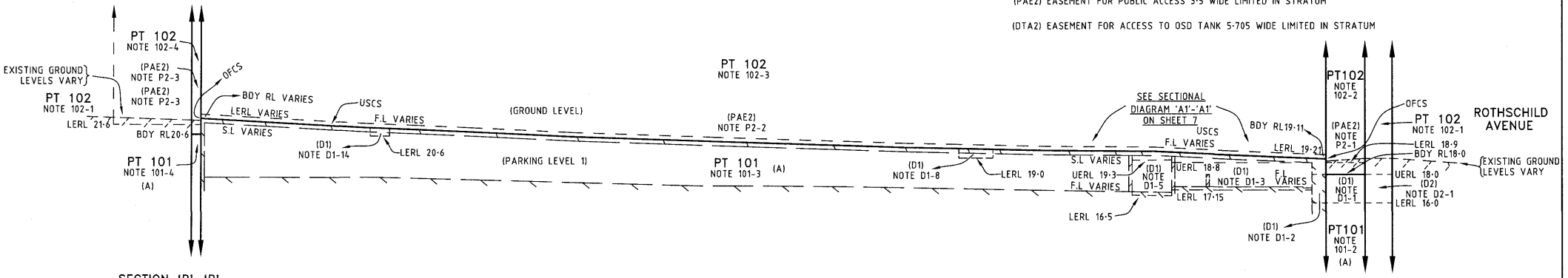
SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

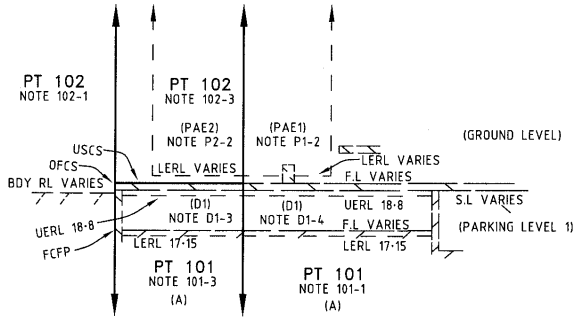
(A) EASEMENT FOR SUPPORT OF PLANTERS, COURTYARDS & PATHS (ENTIRE LOT)
(D1) EASEMENT FOR DRAINAGE OF PLANTERS, COURTYARDS & PATHS VARIABLE WIDTH LIMITED IN STRATUM
(D2) EASEMENT TO DRAIN WATER 1 WIDE LIMITED IN STRATUM
(PAE1) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM
(PAE2) EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM

(DTA2) EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM

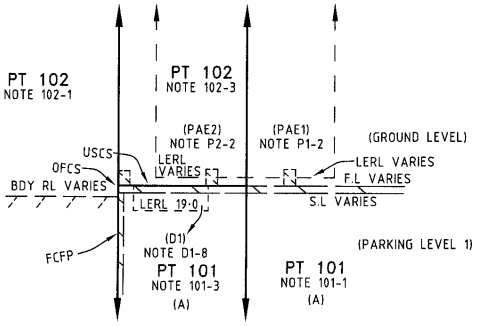
SECTION 'A'–'A'
SCALE 1:200



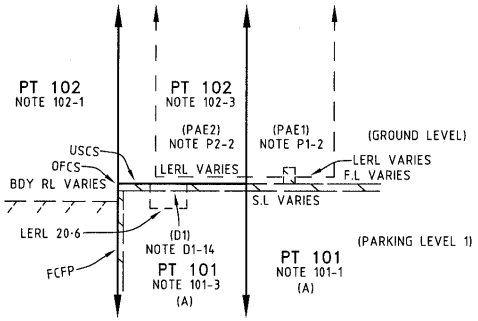
SECTION 'B'–'B'
SCALE 1:150



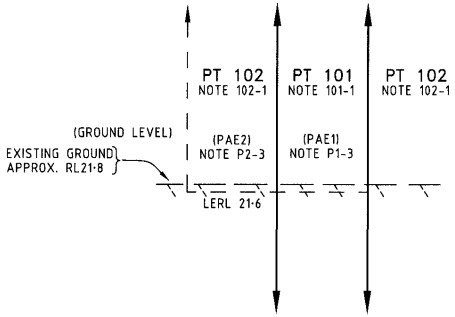
SECTION 'C'–'C'
SCALE 1:150



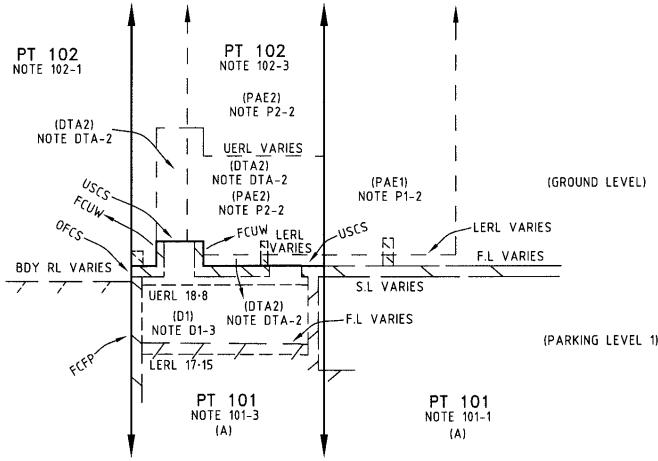
SECTION 'D'–'D'
SCALE 1:150



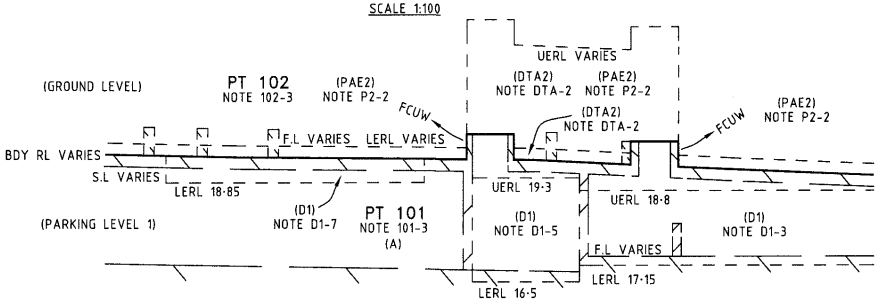
SECTION 'E'–'E'
SCALE 1:150



SECTION 'F'–'F'
SCALE 1:100



SECTION 'H'–'H'
SCALE 1:100



DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

UERL DENOTES UPPER EASEMENT STRATUM RL
LERL DENOTES LOWER EASEMENT STRATUM RL
F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S.L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)
FCFP DENOTES FACE OF CONCRETE FILLED PLASTIC FORM BASEMENT WALL
FCUW DENOTES FACE OF CONCRETE UPTURN WALL
USCS DENOTES THE UPPER SURFACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY.
OFCS DENOTES THE OUTER FACE OF ANY APPLIED WATERPROOFING MEMBRANE FOR THE CONCRETE SLAB IS COINCIDENT WITH THE LOT BOUNDARY.

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

Surveyor: WAYNE ALLEN DIVER-TUCK **Date of Survey:** 5/07/2017 **Surveyor's Ref:** 124969ROSE-DEXUSLS1	PLAN OF SUBDIVISION OF LOT 2 DP566811 & LOT 3 DP1065657.	LGA: SYDNEY **Locality:** ROSEBERY **Subdivision No:** Lengths are in metres. Reduction Ratio 1:800	**Registered** 21.11.2017	DP1231960

Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:8 of 10
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Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:9 of 10
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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.11.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1231960 S

PLAN OF

SUBDIVISION OF LOT 2 DP566811 &
LOT 3 DP1065657.

LGA: SYDNEY

Locality: ROSEBERY

Parish: ALEXANDRIA

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ANDREW REES

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

Signature: .....

~~Accreditation number:~~ .....

Consent Authority: CITY OF SYDNEY

Date of Endorsement: 13/10/2017

Subdivision Certificate number: 2017/46

File number: S/2017/43

* Strike through if inapplicable.

Survey Certificate

I, Wayne Allen Diver-Tuck

of JBW Surveyors Pty Ltd ACN 001 149 373

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: 5/07/2017

~~*(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 the plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature ..... *Dated:* 5/07/2017

Surveyor ID: 941

Datum Line: "X"-"Y" MGA

Type: Urban/~~Rural~~

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

* Strike through if inapplicable.

^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

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

DP 566811
DP 1065657
DP 880733
DP 1219180
DP 7534
DP 1218687
DP 1221855
DP 1214609
DP 1205682
DP 730818
DP 229802
DP 19528
DP 1136205
SP 81128
SP 81309
SP 81419
SP 93491
SP 93933
SP 94172
SP 46973

If space is insufficient continue on PLAN FORM 6A

SIGNATURES, SEALS and 88B STATEMENTS should appear on PLAN FORM 6A

SURVEYOR'S REFERENCE: 124969ROSE-DEXUSLS1

Req:R051814 /Doc:DP 1231960 P /Rev:22-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:10 of 10
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 21.11.2017

Office Use Only

DP1231960

PLAN OF

SUBDIVISION OF LOT 2 DP566811 &
LOT 3 DP1065657.

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: 2017/46

Date of Endorsement: 13/10/2017

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT (1919), AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR SUPPORT OF PLANTERS, COURTYARDS & PATHS (ENTIRE LOT)
2. EASEMENT FOR DRAINAGE OF PLANTERS, COURTYARDS & PATHS VARIABLE WIDTH LIMITED IN STRATUM
3. EASEMENT TO DRAIN WATER 1 WIDE LIMITED IN STRATUM
4. EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM
5. EASEMENT FOR PUBLIC ACCESS 3·5 WIDE LIMITED IN STRATUM
6. POSITIVE COVENANT
7. POSITIVE COVENANT
8. EASEMENT FOR ACCESS TO OSD TANK 1·5 WIDE LIMITED IN STRATUM
9. EASEMENT FOR ACCESS TO OSD TANK 5·705 WIDE LIMITED IN STRATUM

TO RELEASE:-

1. RIGHT OF WAY VARIABLE WIDTH (DP1065657)
2. EASEMENT OVER EXISTING LINE OF PIPES FOR DRAINAGE OF STORMWATER (DP1065657)
3. RIGHT OF WAY 9·835 WIDE AND VARIABLE WIDTH (DP1148124)

IT IS INTENDED TO DEDICATE THE ROAD WIDENING 2 WIDE TO THE PUBLIC AS ROAD.

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

Executed by Karimbla Properties (No.49) Pty Ltd ACN 168 601 223 in accordance with section 127 of the Corporations Act 2001

DIRECTOR

DAVID CREMONA

DIRECTOR

JAMES SIALEPIS

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
101	27	ROTHSCHILD	AVENUE	ROSEBERY
102	N/A	N/A	N/A	ROSEBERY

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124969ROSE-DEXUSLS1

\\ROSEBERY-ROTHSCHILD\DEXUS\PHASE1LS

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 70					METHOD	STATE
MARK	MGA CO-ORDINATES ZONE 56 EASTING	NORTHING	CLASS	ORDER		
SSM 49315	334416·792	6246223·743	B	2	SC	FD
SSM 49316	334317·218	6245960·360	B	2	SC	FD
SSM 49317	334271·268	6245722·732	B	2	SC	FD
SSM 130505	334050·458	6245823·123	B	2	SC	FD
SSM 192222	334201	6245883	U	U	SC	FD
SSM 192223	334283	6245861	U	U	SC	FD
PM 59536	334192·382	6246303·045	B	2	SC	FD
COMBINED SCALE FACTOR 0·999931						
SC DENOTES FROM S.C.I.M.S. 09/07/2019. FD DENOTES FOUND.						

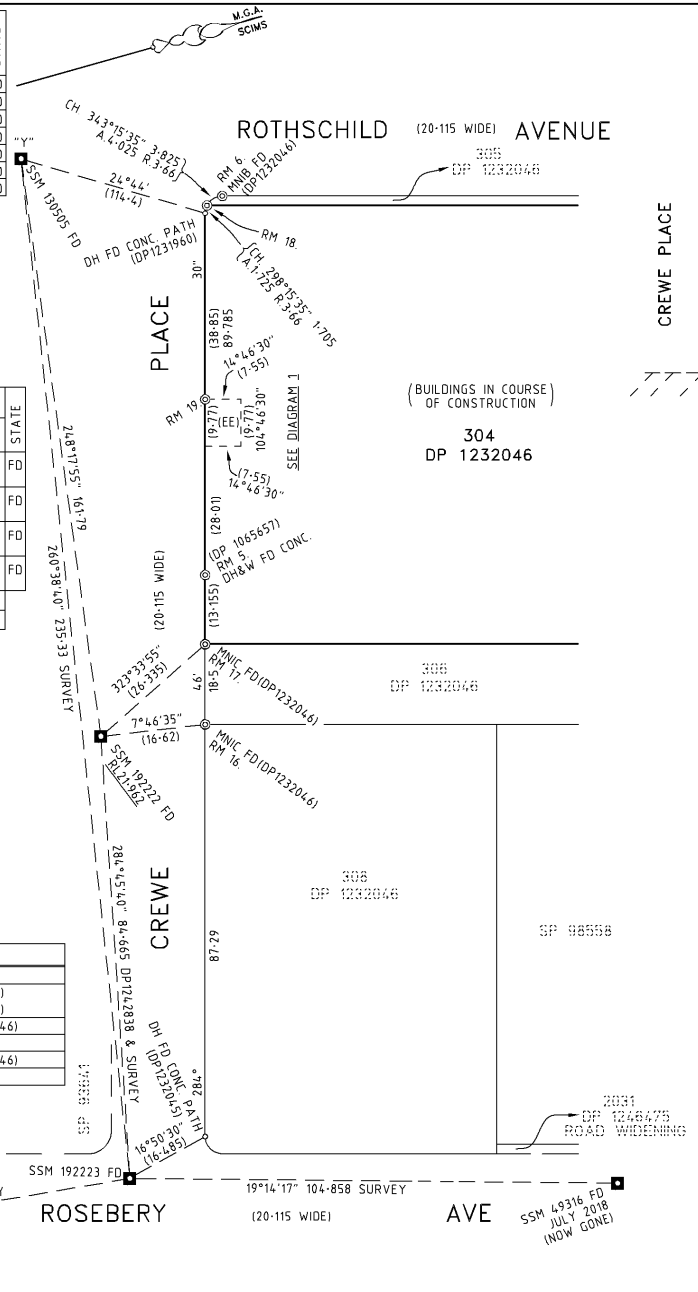
PM CONNECTION TABLE		
SSM49316-SSM49317	190°56'40" 242·045 190°56'40" 242·04	MGA (GROUND) SURVEY
SSM49316-SSM130505	242°46'34" 300·012 242°46'18" 299·989	MGA (GROUND) SURVEY
SSM49317-SSM130505 "X"-"Y"	294°26'55" 242·576 294°26'55" 242·544	MGA (GROUND) SURVEY

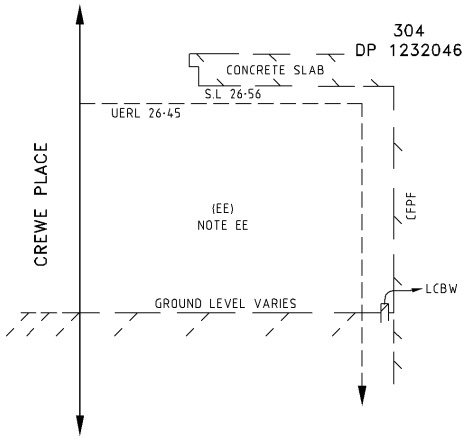
SURVEYING AND SPATIAL INFORMATION REGULATION 2017: HEIGHT SCHEDULE – CLAUSE 71					STATE
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	
SSM 49315	21·502	LC	L3	SCIMS ADOPTED	FD
SSM 49317	23·435	LC	L3	FROM SCIMS -DATUM VALIDATION	FD
PM 59536	19·136	LC	L3	FROM SCIMS -DATUM VALIDATION	FD
SSM 192222	21·962	U	N/A		FD
DATE OF SCIMS AHD VALUES: 09/07/2019 HEIGHT DATUM: AHD71					
FD DENOTES FOUND					

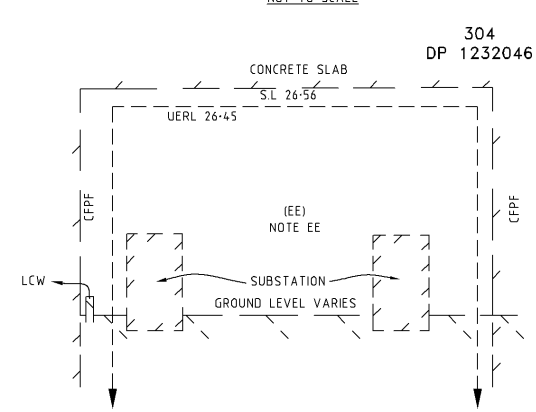
SURVEYING AND SPATIAL INFORMATION REGULATION 2017: HEIGHT DIFFERENCE SCHEDULE – CLAUSE 69			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 49315	SSM 49317	+1·944	TRIG. HEIGHTING
SSM 49317	SSM 192222	-1·483	TRIG. HEIGHTING
SSM 192222	PM 59536	-2·841	TRIG. HEIGHTING
PM 59536	SSM 49315	+2·379	TRIG. HEIGHTING

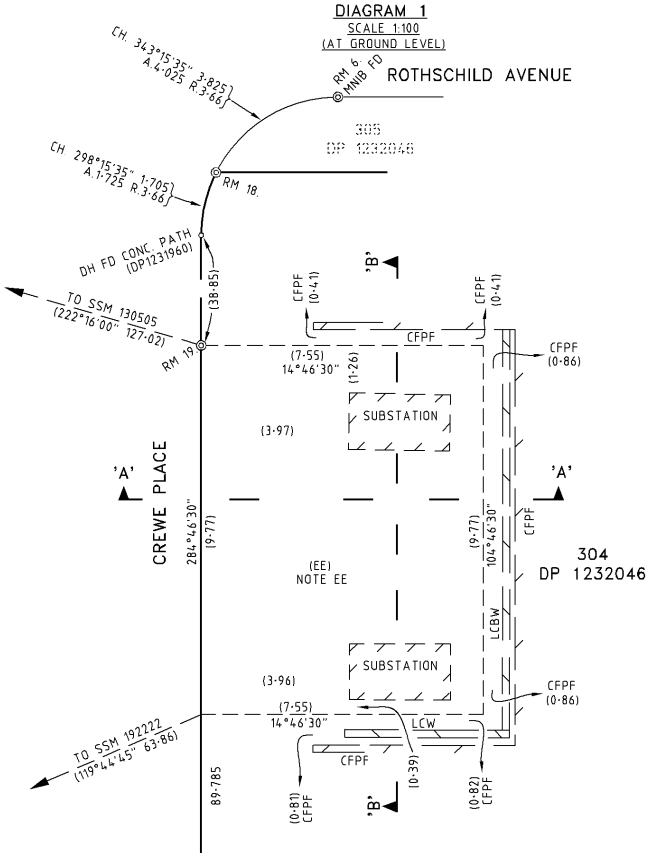
SCHEDULE OF REFERENCE MARKS

RM	REF. TO CORNER	MARK
5.	284°10'20" 10·54	DH&W FD (DP1065657)
6.	24°37'40" 4·395	BOLT & WING FD IN CONC. PATH (DP1231960)
	17°21'20" 22·895	BOLT & WING FD IN CONC. PATH (DP1231960)
16.	25°09'10" 18·03	BOLT & WING FD TOP CONC. KERB (DP1232046)
17.	27°24'45" 19·01	BOLT & WING FD CONC. PATH (DP1232046)
18.	356°18'25" 17·74	BOLT & WING FD TOP CONC. KERB (DP1232046)
19.	34°37'40" 19·605	BOLT & WING PL CONC. PATH









STRATUM NOTES

NOTE EE:
EASEMENT (EE) IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO RL26·45.

CFPF DENOTES CONCRETE FILLED PLASTIC FORMWORK
LCW DENOTES LOW CONCRETE WALL
LCBW DENOTES LOW CONCRETE BLOCK WALL
MNIB DENOTES MASONRY NAIL IN BITUMEN
MNIC DENOTES MASONRY NAIL IN CONC.
UERL DENOTES UPPER EASEMENT STRATUM RL

S.L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)

(EE) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM

Surveyor: WAYNE ALLEN DIVER-TUCK Date of Survey: 19/07/2019 Surveyor's Ref: 125026ROSE-D3AGEASE	PLAN OF EASEMENT OVER LOT 304 DP1232046.	LGA: SYDNEY Locality: ROSEBERY Subdivision No: —— Lengths are in metres. Reduction Ratio 1:800	Registered 22.8.2019	DP1255452

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

\\ROSEBERY-ROTHSCHILD\DEXUS3\AUSGRID EASEMENT

Req:R051800 /Doc:DP 1255452 P /Rev:23-Aug-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 3
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Req:R051800 /Doc:DP 1255452 P /Rev:23-Aug-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 3
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ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheets

Office Use Only

Registered: 22.8.2019

Title System: TORRENS

Office Use Only

DP1255452

PLAN OF

EASEMENT OVER LOT 304 DP1232046.

LGA: SYDNEY

Locality: ROSEBERY

Parish: ALEXANDRIA

County: CUMBERLAND

Survey Certificate

I, Wayne Allen Diver-Tuck

of JBW Surveyors Pty Ltd ACN 001 149 373

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 19/07/2019, or

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

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

Datum Line: "X"-"Y" MGA

Type: *Urban/~~*Rural~~

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

Signature ..... Dated: 19/07/2019

Surveyor Identification No: 941

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

* Strike out inappropriate words.
** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 1231960
DP 1232045
DP 1232046
DP 1246475
DP 1242838
SP 98558

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

SURVEYOR'S REFERENCE: 125026ROSE-D3AGEASE

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

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ePlan

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

Office Use Only

Registered: 22.8.2019

Office Use Only

DP1255452

PLAN OF

EASEMENT OVER LOT 304 DP1232046.

Subdivision Certificate Number: .....

Date of Endorsement: .....

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT (1919), AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9·77 WIDE LIMITED IN STRATUM

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: KARIMBLA PROPERTIES (NO.49) PTY LTD ACN 168 601 223

Authority: section 127 of the Corporations Act 2001

DAVID CREMONA
DIRECTOR

DIANNE REYNOLDS
SECRETARY

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 125026ROSE-D3AGEASE

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Instrument setting out terms of easements or profit 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 1 of 35 Sheets)**

Plan:

DP1255534

Plan of subdivision of Lot 304 DP 1232046 covered by Subdivision Certificate No. 2019/27

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Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent 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, authority benefited or owner of the lot benefited:
1.	Easement for Access (Entire Lot)	1 2	2 1
2.	Easement for Emergency Egress (Entire Lot)	1 2	2 1
3.	Easement for Services (Entire Lot)	1 2	2 1
4.	Easement for Fire Services (Entire Lot)	1 2	2 1
5.	Easement for access and use of the Parking Level 1 Stormwater Pump Out Pit (Entire Lot)	1	2
6.	Easement for access and use of the Parking Level 1 Sprinkler Valve Room (Entire Lot)	1	2

Council's Authorised Delegate

s88b for stratum subdivison - lot 304 (10)(21.8.19)

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Lengths are in metres **(Sheet 2 of 35 Sheets)**

Plan:
DP1255534

Plan of subdivision of Lot 304 DP 1232046 covered by Subdivision Certificate No. 2019/27

22/8/19

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, authority benefited or owner of the lot benefited:
7.	Easement for access and use of the Parking Level 1 Sprinkler Pump Room (Entire Lot)	1	2
8.	Easement for access and use of the Parking Level 1 Residential and Small Shop Cold Water Pump Room (Entire Lot)	1	2
9.	Easement for access and use of the Parking Level 1 Communications and Security Room (Entire Lot)	1	2
10.	Easement for access and use of the Parking Level 1 Main Switch Room (Entire Lot)	1	2
11.	Easement for access and use of the Parking Level 1 Fire Hydrant Pump Room (Entire Lot)	1	2
12.	Easement for access and use of the Parking Level 1 Supply Air Plant Room (Entire Lot)	1	2

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Lengths are in metres **(Sheet 3 of 35 Sheets)**

Plan:
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Plan of subdivision of Lot 304 DP 1232046 covered by Subdivision Certificate No. 2019/27

2/8/19

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, authority benefited or owner of the lot benefited:
13.	Easement for access and use of the Parking Level 1 OSD Tank (Entire Lot)	1	2
14.	Easement for access and use of the Parking Level 1 Water Quality Chamber (Entire Lot)	1	2
15.	Easement for access and use of the Parking Level 1 Rainwater Tank (Entire Lot)	1	2
16.	Easement for access and use of the Parking Level 1 Carpark Exhaust Plant Room (Entire Lot)	1	2
17.	Easement for access and use of the Parking Level 1 Service Vehicle Parking Spaces (Entire Lot)	1	2
18.	Easement for access and use of the Parking Level 1 Loading Dock (Entire Lot)	2	1

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Instrument setting out terms of easements or profit 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 4 of 35 Sheets)**

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19.	Easement for access and use of the Parking Level 1 Waste Room and Pool Sewer Pump Out Station (Entire Lot)	2	1
20.	Easement for access and use of the Parking Level 1 Bulky Goods Store (Entire Lot)	2	1
21.	Easement for access and use of the Parking Level 1 Pool Exhaust Fan (Entire Lot)	2	1
22.	Easement for access and use of the Parking Level 1 Retail Waste Store (Entire Lot)	~~1~~ 2	~~2~~ 1
23.	Easement for access and use of the Parking Level 1 End of Trip Facilities (Entire Lot)	2	1
24.	Easement for access and use of the Parking Level 1 Retail Access Boom Gate (Entire Lot)	1 2	2 1
25.	Easement for access and use of the Ground Level Hydrant and Sprinkler Booster Enclosure (Entire Lot)	1	2

22/8/19

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Instrument setting out terms of easements or profit 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 5 of 35 Sheets)**

Plan:
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26.	Easement for access and use of the Ground Level Stratum Lot 2 Master Water Meter (Entire Lot)	1	2
27.	Easement for access and use of the Ground Level Kiosk Substations (Entire Lot)	1	2
28.	Easement for access and use of the Ground Level Gas Regulator Cupboard (Entire Lot)	2	1
29.	Easement for access and use of the Ground Level Lot 2 Small Shop Electrical Meter Cupboard (Entire Lot)	1	2
30.	Easement for access ~~and use of~~ to the Ground Level Supermarket Grease Arrestor Covers and External Plant Room (Entire Lot)	1	2
31.	Easement for access and use of the Carpark Entry Security Gate (Entire Lot)	1	2
32.	Easement for Public Access 7 Wide Limited in Stratum	1	City of Sydney Council

ITEM 30 AMENDED SEE AP912985 AND 2020-192 21.2.2020

Council's Authorised Delegate

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33.	Easement for access and use of the Level 6 Building 'D' Southern Roof Plant Area (Entire Lot)	1	2
34.	Easement for Support and Shelter (Entire Lot)	1 2	2 1
35.	Positive Covenant	1	City of Sydney Council
36.	Restriction on the Use of Land	1, 2	City of Sydney Council
37.	Restriction on the Use of Land	1	City of Sydney Council

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR ACCESS NUMBERED 1 IN THE PLAN**

1.1 Subject to the terms of this easement, the owner of the lot burdened grants to the owner of the lot benefited and any person authorised by the owner of the lot benefited full, free and unimpeded right to pass and repass across that part of the Common Areas of the lot burdened for all lawful purposes with or without vehicles or on foot only as appropriate that is constructed to a standard suitable for access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.

1.2 The owner of the lot burdened may temporarily suspend access and use of the Easement from time to time.

1.3 The provisions of clause 38 apply to this easement.

2. **TERMS OF EASEMENT FOR EMERGENCY EGRESS NUMBERED 2 IN THE PLAN**

2.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened by means only of the Emergency Egress during any emergency situation or for fire drill purposes.

S mcmahon

Council's Authorised Delegate

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Lengths are in metres **(Sheet 7 of 35 Sheets)**

Plan:
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Plan of subdivision of Lot 304 DP 1232046 covered by Subdivision Certificate No. 2019/27

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2.2 The provisions of clause 38 apply to this easement.

3. **TERMS OF EASEMENT FOR SERVICES NUMBERED 3 IN THE PLAN**

3.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 3.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any materials, tools and equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits;

(d) to have Services travel along the Conduits; and

(e) to have reasonable movement of air (whether from mechanical ventilation services or otherwise) across the burdened lot to the adjacent public roads, public reserve or private property).

3.2

(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably); and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

3.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

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(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

3.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

3.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

3.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 3.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

3.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the

J McMahon
Council's Authorised Delegate

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efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

(ii) the Conduits (in the case of the owner of the lot benefited).

3.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

3.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

3.10 The provisions of clause 38 apply to this easement.

4. **TERMS OF EASEMENT FOR FIRE SERVICES NUMBERED 4 IN THE PLAN**

4.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 4.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits; and

(d) to have Fire Services travel along the Conduits.

4.2

(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably);

S McMeeken
Council's Authorised Delegate

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Lengths are in metres **(Sheet 10 of 35 Sheets)**

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and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

4.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

4.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

4.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

4.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 4.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

S. Mcneill

Council's Authorised Delegate

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Lengths are in metres **(Sheet 11 of 35 Sheets)**

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4.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

(ii) the Conduits (in the case of the owner of the lot benefited).

4.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

4.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

4.10 The provisions of clause 38 apply to this easement.

5. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 STORMWATER PUMP OUT PIT NUMBERED 5 IN THE PLAN**

5.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Stormwater Pump Out Pit and using the Parking Level 1 Stormwater Pump Out Pit in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

5.2 The provisions of clause 38 apply to this easement.

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6. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER VALVE ROOM NUMBERED 6 IN THE PLAN**

6.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Sprinkler Valve Room;

(b) install or allow to remain in the Parking Level 1 Sprinkler Valve Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Sprinkler Valve Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Sprinkler Valve Room which the owner of the lot benefited owns or which service the lot benefited.

6.2 The provisions of clause 38 apply to this easement.

7. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SPRINKLER PUMP ROOM NUMBERED 7 IN THE PLAN**

7.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Sprinkler Pump Room;

(b) install or allow to remain in the Parking Level 1 Sprinkler Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Sprinkler Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

S. McMahon

Council's Authorised Delegate

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Plan:
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(d) use the plant and equipment in the Parking Level 1 Sprinkler Pump Room which the owner of the lot benefited owns or which service the lot benefited.

7.2 The provisions of clause 38 apply to this easement.

8. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL AND SMALL SHOP COLD WATER PUMP ROOM NUMBERED 8 IN THE PLAN**

8.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Residential and Small Shop Cold Water Pump Room;

(b) install or allow to remain in the Parking Level 1 Residential and Small Shop Cold Water Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Residential and Small Shop Cold Water Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Residential and Small Shop Cold Water Pump Room which the owner of the lot benefited owns or which service the lot benefited.

8.2 The provisions of clause 38 apply to this easement.

9. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 COMMUNICATIONS AND SECURITY ROOM NUMBERED 9 IN THE PLAN**

9.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Communications and Security Room;

(b) install or allow to remain in the Parking Level 1 Communications and Security Room the plant and equipment intended to service or servicing the lot benefited;

J. McMah

Council's Authorised Delegate

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(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Communications and Security Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Communications and Security Room which the owner of the lot benefited owns or which service the lot benefited.

9.2 The provisions of clause 38 apply to this easement.

10. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM NUMBERED 10 IN THE PLAN**

10.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Main Switch Room;

(b) install or allow to remain in the Parking Level 1 Main Switch Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Main Switch Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Main Switch Room which the owner of the lot benefited owns or which service the lot benefited.

10.2 The provisions of clause 38 apply to this easement.

11. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE HYDRANT PUMP ROOM NUMBERED 11 IN THE PLAN**

11.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Fire Hydrant Pump Room;

S. McMahon
Council's Authorised Delegate

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(b) install or allow to remain in the Parking Level 1 Fire Hydrant Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Fire Hydrant Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Fire Hydrant Pump Room which the owner of the lot benefited owns or which service the lot benefited.

11.2 The provisions of clause 38 apply to this easement.

12. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR PLANT ROOM NUMBERED 12 IN THE PLAN**

12.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Supply Air Plant Room;

(b) install or allow to remain in the Parking Level 1 Supply Air Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited.

12.2 The provisions of clause 38 apply to this easement.

13. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK NUMBERED 13 IN THE PLAN**

13.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 OSD

J. Mallee

Council's Authorised Delegate

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Tank and using the Parking Level 1 OSD Tank in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

13.2 The provisions of clause 38 apply to this easement.

14. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WATER QUALITY CHAMBER NUMBERED 14 IN THE PLAN**

14.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Water Quality Chamber and using the Parking Level 1 Water Quality Chamber in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

14.2 The provisions of clause 38 apply to this easement.

15. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RAINWATER TANK NUMBERED 15 IN THE PLAN**

15.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Rainwater Tank and using the Parking Level 1 Rainwater Tank in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

15.2 The provisions of clause 38 apply to this easement.

16. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK EXHAUST PLANT ROOM NUMBERED 16 IN THE PLAN**

16.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Carpark Exhaust Plant Room;

(b) install or allow to remain in the Parking Level 1 Carpark Exhaust Plant Room the plant and equipment intended to service or servicing the lot benefited;

J. McMale

Council's Authorised Delegate

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(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Carpark Exhaust Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Carpark Exhaust Plant Room which the owner of the lot benefited owns or which service the lot benefited.

16.2 The provisions of clause 38 apply to this easement.

17. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SERVICE VEHICLE PARKING SPACES NUMBERED 17 IN THE PLAN**

17.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass over the lot burdened by the most practicable direct route to access the Parking Level 1 Service Vehicle Parking Spaces; and

(b) park and stand within the Parking Level 1 Service Vehicle Parking Spaces a service vehicle of any size reasonably capable of accessing and fitting within a car space located on the Parking Level 1 Service Vehicle Parking Spaces

17.2 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must ensure that no mechanical or other work is carried out on any motor vehicle while it is parked in a car space in the Parking Level 1 Service Vehicle Parking Spaces; and

(f) must ensure that the Parking Level 1 Service Vehicle Parking Spaces are kept clean and tidy and not used for the storage of any articles.

17.2 The provisions of clause 38 apply to this easement.

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18. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 LOADING DOCK NUMBERED 18 IN THE PLAN**

18.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass at all times with or without vehicles and materials, and equipment over the site of this easement for the purpose of accessing and using the Parking Level 1 Loading Dock.

18.2 The rights granted to the owner of the lot benefited and any person authorised by the owner of the lot benefited include the right to temporarily leave items or goods (for a reasonable amount of time) in the Parking Level 1 Loading Dock while awaiting pick up or delivery.

18.3 The provisions of clause 38 apply to this easement.

19. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WASTE ROOM AND POOL SEWER PUMP STATION NUMBERED 19 IN THE PLAN**

19.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Waste Room and Pool Sewer Pump Out Station;

(b) install or allow to remain in the Parking Level 1 Waste Room and Pool Sewer Pump Out Station the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Waste Room and Pool Sewer Pump Out Station which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Waste Room and Pool Sewer Pump Out Station which the owner of the lot benefited owns or which service the lot benefited

19.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must always leave the lot burdened in a clean and tidy condition, which includes without limit, immediately removing any rubbish and cleaning any spillage. If the owner of the lot benefited or any person authorised by the owner of the lot benefited fails to comply with this subclause, the owner of the lot burdened may clean and tidy the lot burdened at the cost of the owner of the lot benefited, which must be paid by the owner of the lot benefited within 7 days of written notice to the owner of the lot benefited.

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19.3 The provisions of clause 38 apply to this easement.

20. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 BULKY GOODS STORE NUMBERED 20 IN THE PLAN**

20.1 Full, free and unimpeded right for the owner of any residential lot(s) within the lot benefited and any person authorised by the owner of any residential lot (s) within the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate over the Common Areas of the lot burdened by the most practicable direct route to access the Parking Level 1 Bulky Goods Store; and

(b) store within the Parking Level 1 Bulky Goods Store any bulky goods of any size reasonably capable of accessing and fitting within the Parking Level 1 Bulky Goods Store.

20.2 If any person exercises or purports to exercise the rights granted by this easement, that person must ensure that the Parking Level 1 Bulky Goods Store is kept clean and tidy at all times.

20.3 The provisions of clause 38 apply to this easement.

21. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 POOL EXHAUST FAN NUMBERED 21 IN THE PLAN**

21.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Pool Exhaust Fan and using the Parking Level 1 Pool Exhaust Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

21.2 The provisions of clause 38 apply to this easement.

22. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL WASTE STORE NUMBERED 22 IN THE PLAN**

22.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Retail Waste Store and

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(b) use the Parking Level 1 Retail Waste Store for the purposes of collecting, storing and disposing of garbage materials from the lot benefited.

22.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must always leave the lot burdened in a clean and tidy condition, which includes without limit, immediately removing any rubbish and cleaning any spillage. If the owner of the lot benefited or any person authorised by the owner of the lot benefited fails to comply with this subclause, the owner of the lot burdened may clean and tidy the lot burdened at the cost of the owner of the lot benefited, which must be paid by the owner of the lot benefited within 7 days of written notice to the owner of the lot benefited.

22.3 The provisions of clause 38 apply to this easement.

23. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 END OF TRIP FACILITIES NUMBERED 23 IN THE PLAN**

23.1 Full, free and unimpeded right for the owner of a retail lot within the lot benefited and any person authorised by the owner of the retail lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 End of Trip Facilities and using the Parking Level 1 End of Trip Facilities in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

23.2 The provisions of clause 38 apply to this easement.

24. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RETAIL ACCESS BOOM GATE NUMBERED 24 IN THE PLAN**

24.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Retail Access Boom Gate including the ticket marchine and using the Parking Level 1 Retail Access Boom Gate and ticket machine in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

24.2 The provisions of clause 38 apply to this easement.

25. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL HYDRANT AND SPRINKLER BOOSTER ENCLOSURE NUMBERED 25 IN THE PLAN**

25.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

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(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Hydrant and Sprinkler Booster Enclosure;

(b) install or allow to remain in the Ground Level Hydrant and Sprinkler Booster Enclosure the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Hydrant and Sprinkler Booster Enclosure which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Hydrant and Sprinkler Booster Enclosure which the owner of the lot benefited owns or which service the lot benefited.

25.2 The provisions of clause 38 apply to this easement.

26. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STRATUM LOT 2 MASTER WATER METER NUMBERED 26 IN THE PLAN**

26.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Ground Level Stratum Lot 2 Master Water Meter and using the Ground Level Stratum Lot 2 Master Water Meter and to do anything reasonably necessary for that purpose.

26.2 The provisions of clause 38 apply to this easement.

27. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL KIOSK SUBSTATIONS NUMBERED 27 IN THE PLAN**

27.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Kiosk Substations;

(b) install or allow to remain in the Ground Level Kiosk Substations the plant and equipment intended to service or servicing the lot benefited;

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(c) inspect, service, repair and replace the plant and equipment in the Ground Level Kiosk Substations which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Kiosk Substations which the owner of the lot benefited owns or which service the lot benefited.

27.2 The provisions of clause 38 apply to this easement.

28. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS REGULATOR CUPBOARD NUMBERED 28 IN THE PLAN**

28.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Gas Regulator Cupboard;

(b) install or allow to remain in the Ground Level Gas Regulator Cupboard the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Gas Regulator Cupboard which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Gas Regulator Cupboard which the owner of the lot benefited owns or which service the lot benefited.

28.2 The provisions of clause 38 apply to this easement.

29. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOT 2 SMALL SHOP ELECTRICAL METER CUPBOARD NUMBERED 29 IN THE PLAN**

29.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Lot 2 Small Shop Electrical Meter Cupboard;

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(b) install or allow to remain in the Ground Level Lot 2 Small Shop Electrical Meter Cupboard the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Lot 2 Small Shop Electrical Meter Cupboard which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Lot 2 Small Shop Electrical Meter Cupboard which the owner of the lot benefited owns or which service the lot benefited.

29.2 The provisions of clause 38 apply to this easement.

30. **TERMS OF EASEMENT FOR ACCESS ~~AND USE OF~~ TO THE GROUND LEVEL SUPERMARKET GREASE ARRESTOR COVERS AND EXTERNAL PLANT ROOM NUMBERED 30 IN THE PLAN**

30.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Supermarket Grease Arrestor Covers and External Plant Room;

(b) install or allow to remain in the Ground Level Supermarket Grease Arrestor Covers and External Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Supermarket Grease Arrestor Covers and External Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Supermarket Grease Arrestor Covers and External Plant Room which the owner of the lot benefited owns or which service the lot benefited.

30.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must always leave the lot burdened in a clean and tidy condition, which includes without limit, immediately removing any rubbish and cleaning any spillage. If the owner of the lot benefited or any person authorised by the owner of the lot benefited fails to comply with this subclause, the owner of the lot burdened may clean and tidy the lot burdened at the cost of the owner of the lot benefited,

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which must be paid by the owner of the lot benefited within 7 days of written notice to the owner of the lot benefited.

30.3 The provisions of clause 38 apply to this easement.

31. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE CARPARK ENTRY SECURITY GATE NUMBERED 31 IN THE PLAN**

31.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Carpark Entry Security Gate and swipe/fob readers and using the Carpark Entry Security Gate and swipe/fob readers in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

31.2 The provisions of clause 38 apply to this easement.

32. **TERMS OF EASEMENT FOR PUBLIC ACCESS 7 WIDE LIMITED IN STRATUM NUMBERED 32 IN THE PLAN**

32.1 The terms of this easement are to be read subject to clause 32.2.

32.2 Nothing herein contained shall entitle the authority benefited and any person authorised by the authority benefited and members of the public (**Authorised Users**) to pass through any part of the easement site which has not been constructed or set up for the purpose of public access.

32.3 The authority benefited and any Authorised Users have full and free right to pass and repass at all times:

(a) on foot; and/or

(b) with wheelchairs or other disabled access aids; and/or

(c) with or without animals; and/or

(d) with bikes, tricycles or other similar non-motorised machine other than motorised scooters or similar for mobility (being walked or ridden); and/or

(e) without vehicles, skateboards, rollerblades and any other similar equipment as nominated by the owner of the lot burdened,

over the Easement for Public Access area that is constructed to a standard suitable for public access purposes from time to time.

Council's Authorised Delegate

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32.4 The owner of the lot burdened may temporarily suspend access to, and use of this Easement.

32.5 The authority benefited and any Authorised User must properly dispose of litter either by depositing it in the receptacles provided on the lot burdened, if any, or removing it from the lot burdened.

32.6 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must cause as little damage as is practicable to the lot burdened and any Improvements on it and if damage is caused, to restore the lot burdened and any Improvements on it as nearly as practicable to their condition prior before the damage occurred; and

(f) must not obstruct the use of the lot burdened.

32.7 The owners and any future owners of the lot burdened will be responsible for the maintenance, cleaning and upkeep of the Easement site.

33. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 6 BUILDING 'D' SOUTHERN ROOF PLANT AREA NUMBERED 33 IN THE PLAN**

33.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 6 Building 'D' Southern Roof Plant Area;

(b) install or allow to remain in the Level 6 Building 'D' Southern Roof Plant Area the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Level 6 Building 'D' Southern Roof Plant Area which the owner of the lot benefited owns or which service the lot benefited; and

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(d) use the plant and equipment in the Level 6 Building 'D' Southern Roof Plant Area which the owner of the lot benefited owns or which service the lot benefited.

33.2 The provisions of clause 38 apply to this easement.

34. **TERMS OF EASEMENT FOR SUPPORT AND SHELTER NUMBERED 34 IN THE PLAN**

34.1 An easement for support and shelter in the terms of section 196K of the Conveyancing Act 1919 is created and applies to all support and shelter constructed after the registration of this Instrument.

34.2 The provisions of clause 38 apply to this easement.

35. **TERMS OF POSITIVE COVENANT NUMBERED 35 IN THE PLAN**

35.1 The owner of the lot burdened must keep and maintain the Easement for Public Access referred to as number 32 in the plan in good repair and safe condition and adequately lit to the reasonable satisfaction of the authority benefited.

35.2 Without derogating from the obligations set out in clause 35.1, the authority benefited may at reasonable times and upon reasonable notice to the owner of the lot burdened enter upon the lot burdened for the purposes of inspecting the condition and repair of the lot burdened.

35.3 The owner of the lot burdened releases and indemnifies and keeps indemnified the authority benefited against all damage, expense, loss of liability of any nature suffered or incurred by the authority benefited that is caused by or arises out of the use of the Easement for Public Access, including:

(a) loss or damage to the property of the authority benefited;

(b) damage, expense, loss or liability in respect of loss or damage to any other property; and

(c) damage, expense, loss or liability in respect of personal injury, disease, illness or death;

except to the extent the loss, damage, expense or liability is caused or contributed to by the authority benefited or any authorised user.

35.4 The owner of lot burdened must effect and maintain public liability insurance in respect of third party personal injury or damage to third party property in or about the Easement for Public Access where the injury arises out of or is caused by the use of the Easement for Public Access. The policy must be in the amount of $20,000,000 for any one occurrence, with an insurer acceptable to the authority benefited, such acceptance not to be unreasonably withheld. The authority benefited may request a copy of the policy at any time with reasonable notice.

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35.5 In this positive covenant, **Easement for Public Access** means the right of public access area shown as Easement numbered 32 on the plan.

35.6 Authority exclusively empowered to release, vary or modify the easement and covenant herein:

The Council of the City of Sydney

36. **TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 36 IN THE PLAN**

36.1 The on-site car parking spaces, as approved in the Consent, exclusive of service and visitor car spaces, are not to be used other than by an occupant, tenant, resident or visitor to the building.

36.2 For clause 36.1, Consent means the consent granted to the Development Application D/2019/138 in accordance with the Environmental Planning and Assessment Act 1979.

36.3 This restriction on the use of land can only be varied, modified or released with the consent of the Authority Benefited.

37. **TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 37 IN THE PLAN**

37.1 The accommodation portion of the building as approved in the Consent, must be used as permanent residential accommodation only and not for the purpose of a hotel, serviced apartments, boarding house, tourist and back-packer accommodation.

37.2 For clause 37.1, Consent means the consent granted to the Development Application D/2019/138 in accordance with the Environmental Planning and Assessment Act 1979.

37.3 This restriction on the use of land can only be varied, modified or released with the consent of the Authority Benefited.

38. **INTERPRETATION**

38.1 The provisions of this clause 38 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 38 or part thereof applies to that easement.

38.2 Subject to clause 38.3 and the temporary restriction and suspension of access as provided for in the terms of the easement, access under this easement must be available 24 hours per day subject to such security requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.

38.3 Prior to the owner of the lot burdened exercising its right to temporarily suspend access and use of

J. McNulty

Council's Authorised Delegate

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easement:

(a) the owner of the lot burdened shall provide at least forty eight (48) hours prior notice to the owner of the lot benefited and/or the authority benefited; and

(b) if requested by the owner of the lot benefited and/or the authority benefited, the owner of the lot burdened shall use its reasonable endeavours to provide alternative arrangements for access and use of the easement and all parties agree to act reasonably and in good faith to agree on an alternate arrangement for access and use of the easement.

38.4 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must cause as little damage as is practicable to the lot burdened and any Improvements on it and if damage is caused, to restore the lot burdened and any Improvements on it as nearly as practicable to their condition prior before the damage occurred; and

(f) must not obstruct the use of the lot burdened.

38.5 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement including but not limited to, Shared Area/Facility Costs (as that term is defined in the Building Management Statement) in the proportions set out in the Building Management Statement and pay their contribution in the manner and at the times stipulated in the Building Management Statement.

38.6 Where the owner of the lot burdened conducts any repairs and/or alterations to the lot burdened which may affect the rights of the owner of the lot benefited and any person authorised by the owner of the lot benefited to enjoy the rights under this easement, the owner of the lot burdened must (except in the case of and for the duration of any emergency):

(a) ensure that as far as practicable the rights granted under this easement is maintained; and

(b) consult in good faith with the owner of the lot benefited in relation to the nature and timing

J. McNeil

Council's Authorised Delegate

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of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost effective, efficient and safe manner.

38.7 Despite any other provisions in this easement:

(a) the Building Management Committee may restrict access across and through the lot burdened including but not limited to:

(i) limiting the access rights created by this easement to specific areas and locations within the lot burdened;

(ii) limiting the times during which the owner of the lot benefited and any person authorised by the owner of the lot benefited may use the access rights created by this easement; and/or

(iii) imposing such other conditions on the access rights created by the easement as are consistent with the cost effective, efficient, safe and effective use of the lot burdened and the lot benefited; and

(b) where a lot burdened is or becomes a Strata Scheme, access across and through the lot burdened is restricted to the Common Property of that Strata Scheme.

38.8 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.

38.9 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.

38.10 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement and the Building Management Statement. This easement and the Building Management Statement prevail to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.

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38.11 If there is an inconsistency between the Building Management Statement and this easement, the Building Management Statement prevails to the extent of the inconsistency.

38.12 Unless the contrary intention appears in the text of this Instrument, the following terms have the following meaning in this Instrument:

"**building constructed on the lot burdened**" means the buildings known as "Polo" in the Building Management Statement.

"**Building Management Committee**" means the committee formed under the Building Management Statement.

"**Building Management Statement**" means the building management statement created pursuant to the *Conveyancing Act 1919* in relation to Lots 1 and 2 in the Plan and where a lot burdened or benefited is or becomes a Strata Scheme, a reference to "Building Management Statement" means a reference to the Strata Management Statement.

"**Carpark Entry Security Gate**" means the carpark entry security gate located on the carpark level of the building constructed on the lot burdened.

"**Common Areas**" means those portions of the building constructed on the lot burdened which are designed or are permitted for common use by the owners or occupiers of the same, their tenants and invitees and/or the public.

"Conduits" means:

(a) in respect of easement numbered 3, all apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps, air plenum, card readers and security system: and

(b) in respect of easement numbered 4, means all apparatus or any one or more apparatus necessary for the transmission of Fire Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps, water supply, fire panels, smoke hazard management system, evacuation and intercommunication system and jet fans with unified control system.

"**Emergency Egress**" means the fire stairs, passages and fire exit corridors in the lot burdened.

"**Fire Services**" means all services and equipment in relation to fire safety including without limit fire indicator panels and sub-fire indicator panels.

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"**Ground Level Gas Regulator Cupboard**" means the gas regulator cupboard located on the ground level of the building constructed on the lot burdened.

"**Ground Level Hydrant and Sprinkler Booster Enclosure**" means the hydrant and sprinkler booster enclosure located on the ground level of the building constructed on the lot burdened.

"**Ground Level Kiosk Substations**" means the kiosk substations located on the ground level of the building constructed on the lot burdened.

"**Ground Level Lot 2 Small Shop Electrical Meter Cupboard**" means the small shop electrical meter cupboard located on the ground level of the building constructed on the lot burdened.

"**Ground Level Stratum Lot 2 Master Water Meter**" means the master water meter located on the ground level of the building constructed on the lot burdened.

"**Ground Level Supermarket Grease Arrestor Covers and External Plant Room**" means the supermarket grease arrestor covers and external plant room located on the ground level of the building constructed on the lot burdened.

"**Level 6 Building 'D' Southern Roof Plant Area**" means the southern roof plant area located on level 6 of the building constructed on the lot burdened.

"**Improvements**" means all structures, improvements, equipment and fixtures constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings).

"**Instrument**" means this instrument under section 88B of the *Conveyancing Act 1919* and includes the Plan.

"**owner of the lot benefited**" means every person who is at any time entitled to an estate or interest in the lot benefited, including without limitation, any freehold or leasehold estate or interest in possession in the lot benefited and each part of the lot benefited and any Owners Corporation in relation to the lot benefited.

"**owner of the lot burdened**" means every person who is at any time entitled to an estate or interest in the lot burdened, including without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened and any Owners Corporation in relation to the lot burdened.

"**Owners Corporation**" means an owners corporation constituted under the *Strata Schemes Management Act 2015* and any similar body corporate service with the same functions and purposes as an owners corporation.

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"**Plan**" means the deposited plan registered together with this Instrument.

"**Parking Level 1 Bulky Goods Store**" means the bulky goods store located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Carpark Exhaust Plant Room**" means the carpark exhaust plant room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Communications and Security Room**" means the communications and security room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Residential and Small Shop Cold Water Pump Room**" means the residential and small shop cold water pump room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 End of Trip Facilities**" means the end of trip facilities located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Fire Hydrant Pump Room**" means the fire hydrant pump room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Loading Dock**" means the loading dock located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Main Switch Room**" means the main switch room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 OSD Tank**" means the onsite stormwater detention tank located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Rainwater Tank**" means the rainwater tank located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Retail Access Boom Gate**" means the retail access boom gate located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Pool Exhaust Fan**" means the pool exhaust fan on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Retail Waste Store**" means the retail waste store located on parking level 1 of the building constructed on the lot burdened.

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"**Parking Level 1 Residential and Small Shop Cold Water Pump Room**" means the residential and small shop cold water pump room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Service Vehicle Parking Spaces**" means the service vehicle parking spaces located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Sprinkler Pump Room**" means the sprinkler pump room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Sprinkler Valve Room**" means the sprinkler valve room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Stormwater Pump Out Pit**" means the stormwater pump out pit located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Supply Air Plant Room**" means the supply air plant room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Waste Room and Pool Sewer Pump Out Station**" means the waste room and pool sewer pump out station located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Water Quality Chamber**" means the water quality chamber located on parking level 1 of the building constructed on the lot burdened.

"Services" means all services and equipment involving the transmission of water, gas, electricity, telephone, sewerage, drainage, security, monitoring, lighting, card readers, closed circuit television video and audio services, all services involving communications, air-conditioning, exhaust air, stormwater, mechanical ventilation, lightning rod and all other services of whatever kind as are or may be reasonably necessary from time to time for use of the lot benefited and all buildings and structures erected on or within the lot benefited.

"**Strata Management Statement**" means the strata management statement created pursuant to the *Strata Schemes Development Act 2015* in relation to a strata plan applying to Lots 1 and 2 in the Plan.

Council's Authorised Delegate

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Dated 29/8/19

EXECUTED by **KARIMBLA PROPERTIES (NO. 49) PTY LTD ACN 168 601 223** in accordance section 127 of the Corporations Act 2001)

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)

Signature of Authorised Person

DIRECTOR

Office held

MATTHEW THOMAS
DIRECTOR

Name of Authorised Person (please print)

Council's Authorised Delegate

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CITY OF SYDNEY COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993

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

Signature of Witness

MICHAEL PARKINSON
Name of Witness (please print)

c/- 456 KENT ST, SYDNEY.
Address of Witness

Signature of Authorised Delegate

SUE McMAHON
Name of Authorised Delegate (please print)

AREA PLANNING MANAGER

Council's Authorised Delegate

REGISTERED 16.9.2019

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ePlan

Approved Form 8	Strata Development Contract	Sheet 1 of 17 sheets
Registered: 22.10.2019 (Office Use Only)		Office Use Only: SP100271

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over several stages.

Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1 to 73;
- upon registration of Stage 1 it is intended to create development lot 74;

The development scheme as provided for in this Strata Development Contract will conclude on the date specified being 10 years after the registration of this contract.

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.

The developer has the right to occupy the part of the common property described in order to carry out the proposed development identified in this contract.

The contract relates to the development of a part strata parcel and includes the part of the building and its site which is outside the part strata parcel being Lot 2 DP1255534.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015.*

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Approved Form 8	Strata Development Contract	Sheet 2 of 17 sheets
Registered: 22.10.2019 Office Use Only		Office Use Only SP100271

Warranted Development – proposed development subject to a warranty

Not applicable.

Authorised Proposals – proposed development not subject to a warranty

(a) Description of Development

Up to 6 buildings (Buildings '3A', '3C', '3D', '3E', '3F' & '3G') of up to 6 levels containing up to 212 residential units, 4 retail shops and a manager's facility with associated carparking and storage – OR,

Any combination of the above in any order with the creation of up to 4 additional development lots as necessary.

(b) Common Property Amenities

Access driveways, stairs, corridors, pathways, lifts, plant rooms, landscaped areas, garbage collection and storage facilities, a swimming pool and gymnasium, storage facilities and visitor parking.

(c) Schedule of Commencement and Completion

Not applicable.

(d) Schedule of Lots

Up to 217 lots.

(e) Working Hours

As advised by the consent authority.

(f) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development

Construction access to Lot 74, and other possible development lots, will be in accordance with the requirements of the approval issued by the relevant authority including:-

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i. Access over lifts and other common accessways forming part of the common property, including driveways and the carpark, and over & adjacent to the exterior of the building as required,

ii. Storage of construction equipment and loading and unloading of equipment and materials in common property and the carpark,

iii. Use of crane which will enter the airspace above the stages of the development,

iv. Access and use of Lot 74, and other possible development lots, for any purpose associated with the construction of the development including the provision of temporary plant, equipment and services as required,

v. Installation and placement of construction plant, equipment, materials and structures on common property necessary for construction purposes, and

vi. Completion of paving and landscaping in common property

(g) Landscaping

In accordance with landscape plans approved by the Certifying Authority.

(h) Schedule of Materials and Finishes

External walls of brick, concrete, glass, metal and masonry.

(i) Vertical Staging

Parts of development Lot 74, or the future development lots, could be situated above and below preceding stages in the scheme. The developer holds a Construction Insurance Policy with CGU Insurance Limited (Policy No. 01D1392548) and a Combined Public & Products Liability with Besso Limited (Policy No. XN5233017).

(j) Contribution to Common Property Expenses

The developer is not liable for any Common Property expenses.

(k) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

By-Laws as required.

Restrictions, Easements, Rights of Ways, Positive Covenants, leases or other rights as required by Consent Authorities, Government Departments, Service Authorities or other parties which are reasonably necessary for the completion of the scheme.

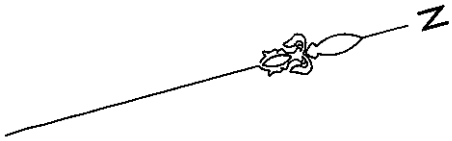
Req:R051801 /Doc:SP 0100271 C /Rev:22-Oct-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:4 of 17
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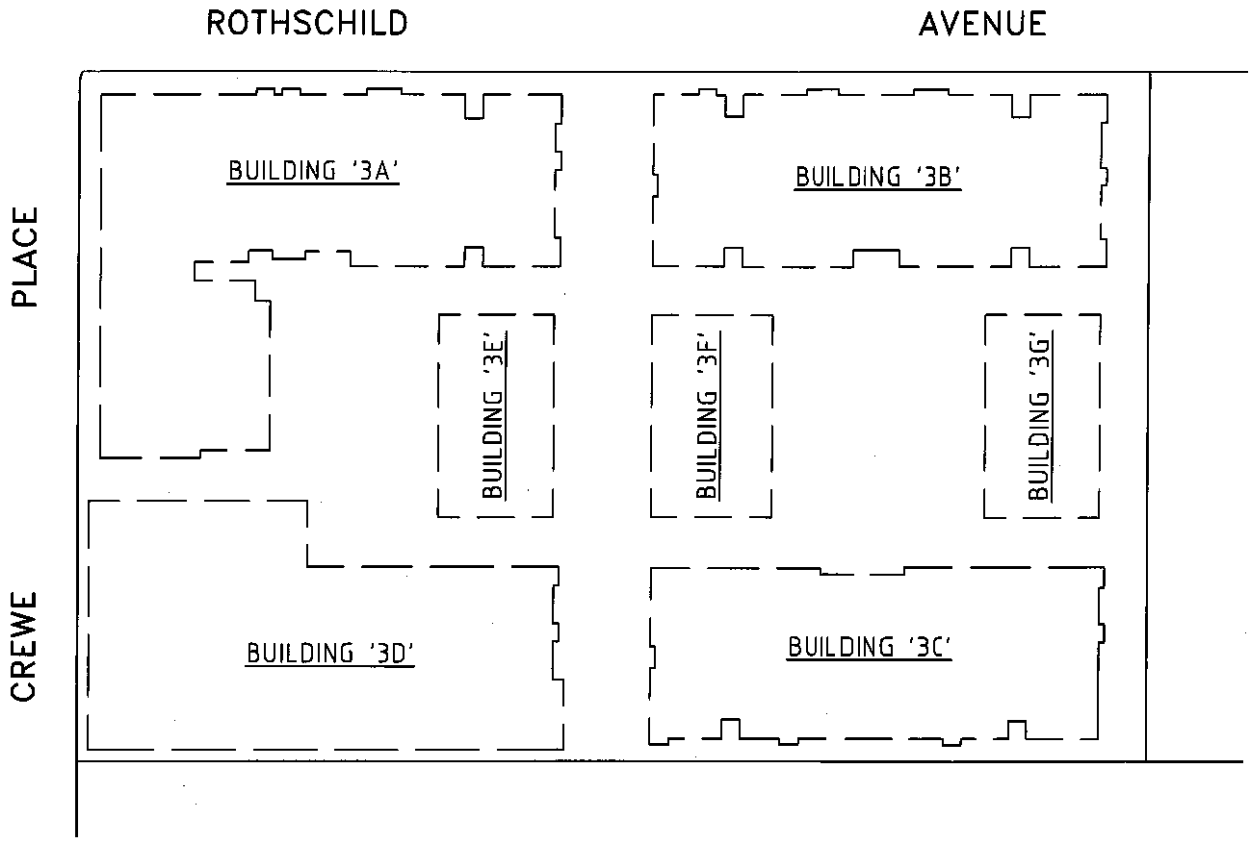
ePlan

Approved Form 8	Strata Development Contract	Sheet 4 of 17 sheets
Registered: 22.10.2019 (Office Use Only)		SP100271 (Office Use Only)

Concept Plan for subdivision of developments lot(s) – authorised proposals

Location of buildings





NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS. OUTLINE OF BUILDINGS SHOWN ARE APPROXIMATE ONLY.

SDC: Rosebery Phase 3-Rothschild Ave: 5/09/2019

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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3A'
SOUTH ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3A'
WEST ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

SDC: Rosebery Phase 3-Rothschild Ave: 5/09/2019

Req:R051801 /Doc:SP 0100271 C /Rev:22-Oct-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:7 of 17
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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3C'
NORTH ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3C'
EAST ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

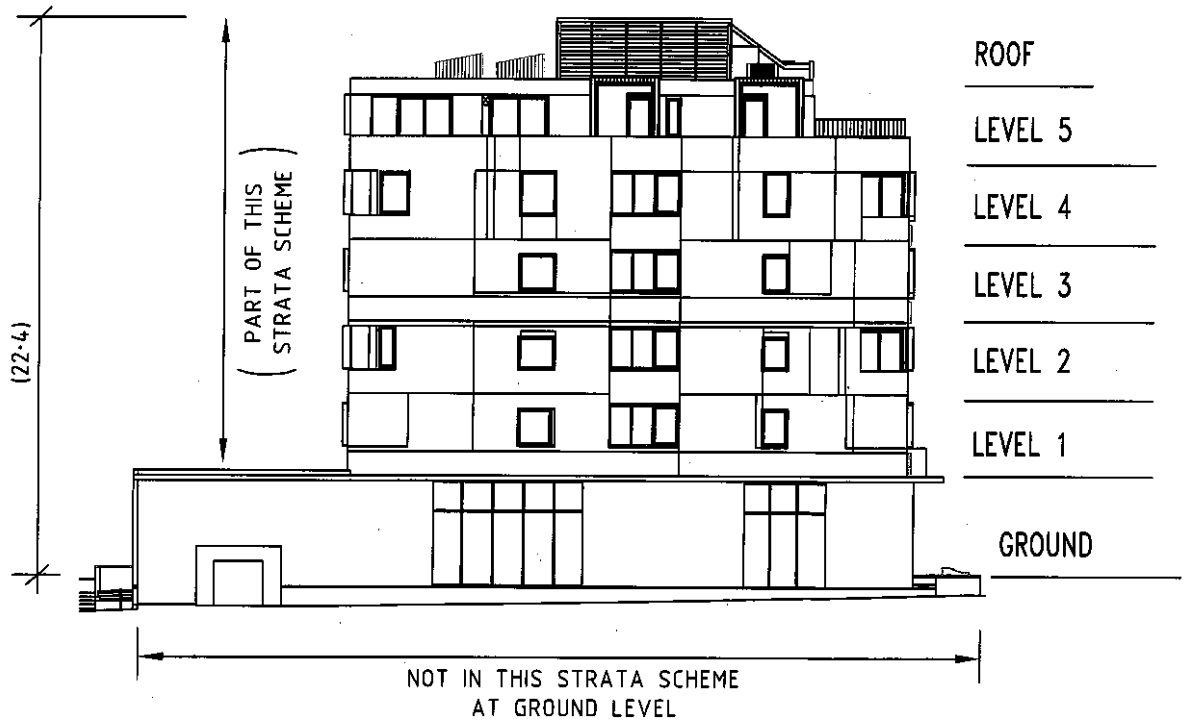
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ePlan

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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3D'
SOUTH ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

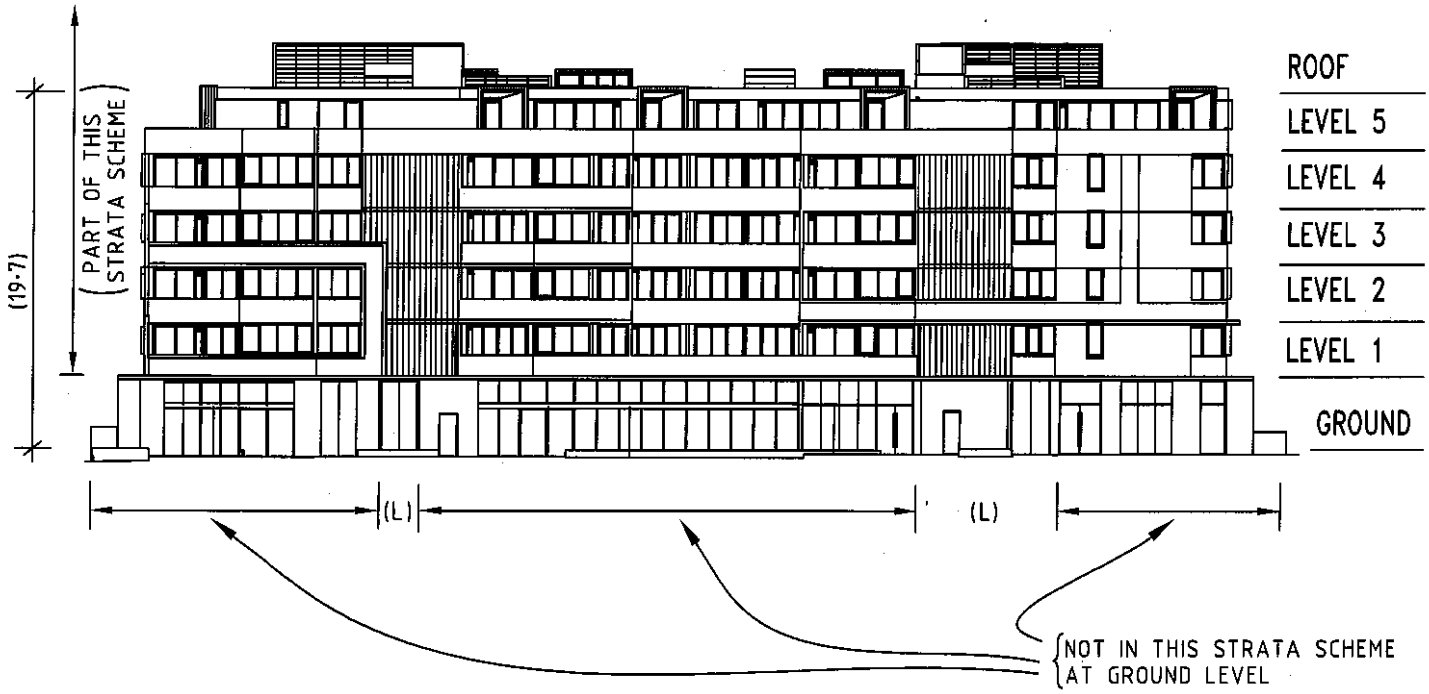
Req:R051801 /Doc:SP 0100271 C /Rev:22-Oct-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:10 of 17
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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3D'
EAST ELEVATION



(L) DENOTES LOBBY ENTRANCE (PART OF THIS STRATA SCHEME)

NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

Req:R051801 /Doc:SP 0100271 C /Rev:22-Oct-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:11 of 17
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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3E'
NORTH ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

Req:R051801 /Doc:SP 0100271 C /Rev:22-Oct-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:12 of 17
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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3E'
SOUTH ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3F'
SOUTH ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

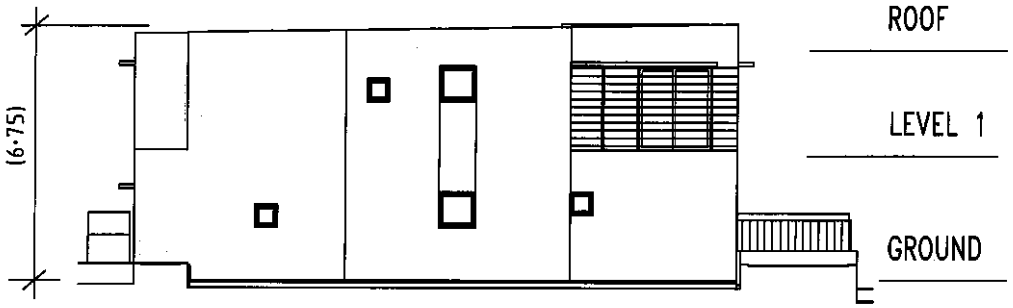
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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3F'
EAST ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

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Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3G'
NORTH ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

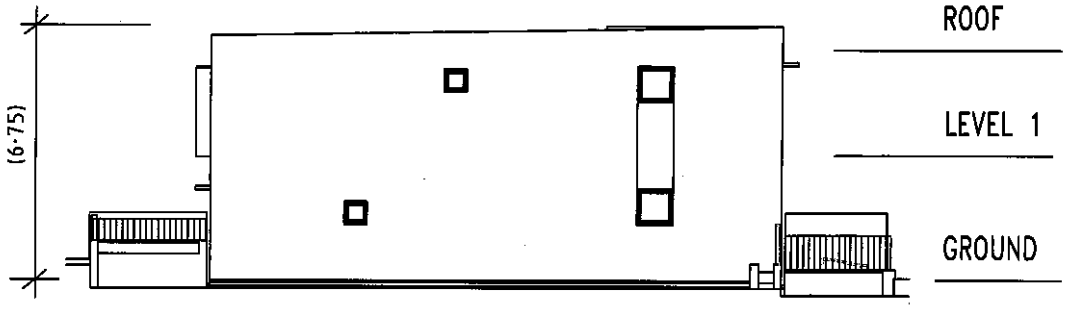
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ePlan

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Registered: 22.10.2019 (Office Use Only)		Office Use Only: SP100271

Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING '3G'
EAST ELEVATION



NOTE: BUILDINGS '3A','3C','3D','3E','3F' & '3G' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

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Concept Plan for subdivision of developments lot(s) – authorised proposals

Certificate of Planning Authority

*~~The Planning Authority (*insert name*) .....~~

*The Accredited Certifier (*insert name*)...GARRY RYAN..... Accreditation No:..BPB0565

certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene:

(i) The conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or

(ii) The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (*indicate exception if applicable*)

.....

.....

Date: .....18 SEPTEMBER 2019.....

Certificate Reference: .....SY1701885D01.....

Signed by: .....GARRY RYAN.....

~~*Authorised Person/*General Manager/~~ *Accredited Certifier

Signature: .....

This is the certificate referred to in Section 75(2) Strata Schemes Development Act 2015

* Strike through inapplicable parts

Signatures, Consents, Approvals

Provided signatures/seals as required by section 79 Strata Schemes Development Act 2016

EXECUTED BY KARIMBLA PROPERTIES (NO.49) PTY LTD ACN 168 601 223 IN ACCORDANCE WITH S127 OF THE CORPORATIONS ACT 2001 BY:

~~ROBYN McCULLY~~

SECRETARY

ROBYN McCULLY

James Sialepis
DIRECTOR

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223
THE COMMON SEAL OF

Req:R051797 /Doc:DL @002015 /Rev:19-Jun-2015 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 5
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[STAMP]
[SEE FOURTH PAGE.]

New South Wales.

2015

MEMORANDUM OF TRANSFER.

(26 VICTORIA, No. 9.)

REGISTRAR-GENERAL · NEW SOUTH WALES

FEE SIMPLE.

Power should be negatived, or the contingent interest will be noted on the new Certificate. A statutory declaration should accompany, stating whether the Transferror be married, and if so, the date of marriage. If before January, 1887, the wife must execute and acknowledge a Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

a Name, residence, occupation, or other designation in full.

I, William Wallis of Sydney

b If a less estate strike out "*in fee simple*" and interline the required alteration.

being registered as the proprietor of an Estate *in fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c]—in consideration of[d] Eighty five pounds

c All subsisting encumbrances must be noted hereon. (See page 3.)

d If the consideration be not pecuniary, alter accordingly.
The true amount must always be stated, for the purpose of determining the Stamp Duty.

(£ 85 . 0 . 0)

paid ~~to me~~ by[e] Alexander Thomson Mason of Rushcutters Bay Sydney to James Norton Esq^r the Mortgagee whos consent and discharge in consideration of such payment is hereunto endorsed

e Name, residence, occupation, or other designation of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

f If to two or more, state whether as joint tenants or tenants in common.

the receipt whereof I hereby acknowledge, do hereby transfer to the said[f] Alexander Thomson

g Area in acres, roods, or perches.

ALL my Estate and Interest as such registered proprietor, in ALL THAT piece of land containing[g]

h Parish or town, county.

situated in[h] Parish of Alexandria

i "The whole" or "part," as the case may be.

being[i] part of the land comprised in[j] Certificate of Title

j "Crown Grant," or "Certificate of Title."

dated 6 November 1866 registered volume No. 34

k Repeat if more than one.
These references will suffice, if the whole land in the grant or certificate be transferred.
But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required, and may be inserted or annexed with this prefix:—"*as delineated* "*in the plan hereon* [*or* "*annexed hereto*] *and* "*described as follows*, "*viz.*:—"
Here also should be set forth any right of way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of Encumbrances.

folio[k] 235

being allotment 48 of Block B as per plan endorsed on such certificate

Any provision in addition to, or modification of the covenants implied by the Act, may also be inserted.

* 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.

19—66 [*Price*, 6*d*.]

In witness whereof, I have hereunto subscribed my name ~~at~~ by deed
the 11th day of November ~~in the~~ year
of Our Lord one thousand eight hundred and sixty Seven

m If this instrument 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, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies to instruments signed within the Colony. As to those signed elsewhere, see the Act, section 91, and par. 10 of Circular No. 2.

If the Transferor signs by a mark, the attestation must state "that the instrument "was read over or "explained to him, and "that he appeared "fully to understand "the same."

Signed in my presence by the said
William Wallis
WHO IS PERSONALLY KNOWN TO ME
Chas E Rudder
Signed*

William Wallis
Transferror.*

n Repeat attestation for additional parties, if required.

o For the signature of the Transferree hereto, an ordinary attestation is sufficient; unless the instrument contain some special covenant by the Transferree, his signature will be dispensed with, in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation.

Accepted by me,

Signed in my presence by the said
Alexander Thomson
WHO IS PERSONALLY KNOWN TO ME
Chas E Rudder

Alexander Thomson
Transferree.
(Who will also sign endorsement.)

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy be deposited, accompanied by the usual declaration, that no notice of revocation has been received.

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p See note e, p. 1. This when filled up should be signed by the Transferror. A very short note of the particulars will suffice.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.[p]

No 1179 Mortgage dated 7th Nov[r] 1866 to James Norton to secure the sum of £2000

I the above named Mortgagee hereby acknowledge to have received from Alexander Thomson the sum of Eighty five pounds in full ~~Satisfaction~~ of the said Mortgage so far only as regards the Land described and transferred by the annexed memorandum.

James Norton

Witness to the Signature of
James Norton

John A Williams
his Clerk

FORM OF DECLARATION BY ATTESTING WITNESS.[q]

May be made before other Registrar General, Deputy Registrar General, a Notary, J.P., or Commissioner for Affidavits.

Appeared before me, at , the day of , One thousand eight hundred and

[r]

the attesting witness to this instrument, and declared that he personally knew

[s]

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said [t]

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

Not required if the instrument itself be made or acknowledged before one of these parties.

r Name of witness and residence.

s Name of Transferror.

t Name of Transferror.

q Registrar General, Deputy, Notary, J.P., or Commissioner for Affidavits.

u _____

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a Transfer or mortgage, as the case may be.

b Name of Transferror (or Mortgagor.)

c Name of Transferree (or Mortgagee.)

d State quantity, and fill up references, as in annexed instrument.

e Certificate of Title, or Crown Grant, as the case may be.

f Name of wife.

Annexure to Memorandum of Grant

by [b] William Wallis

to [c] Alexander Thomson

of [d] Lot 8 of Block B of land, being Parts of the land comprised in [e]

dated 6th November 1866

registered volume 34 folio 235

KNOW all men, that I [f] Susan Wallis the wife of William Wallis the Transferror (*or Mortgagor*) named in the above mentioned and annexed memorandum, do hereby, for the considerations therein mentioned, and in order to give further effect thereto, release unto Alexander Thomson the Transferree (*or Mortgagee*) therein also named, all my contingent right of dower or other claim or interest in or to the land therein and above mentioned or referred to.

As witness my hand, the 11th day of November A.D. one thousand eight hundred and

Signed, sealed, and delivered in the presence of— Susan Wallis

J. Wallis

J. E. Middle

This is to certify that Susan Wallis wife of the abovenamed William Wallis came before me, Edward Ward Deputy Registrar General [~~a Commissioner of the Supreme Court of New South Wales for taking Affidavits, not residing within ten miles of Sydney, and not being the person employed to prepare the within deed, and not being a party thereto,~~] and she being by me examined, apart from her said husband, acknowledged that the within written instrument was executed by her, and that she was acquainted with and understood the nature and effect thereof, and she declared that she has so executed the same freely and voluntarily, and without menace, force, or coercion, either on the part of her husband or of any other person.

Witness my hand at Sydney the 11th day Nov 186

E. Ward

g [NOTE.—*This acknowledgment must be made before the Registrar General or his Deputy, if executed in Sydney or within ten miles thereof—if beyond that distance, then before any Commissioner for taking Affidavits, not within the exceptions stated in the Form of Certificate.*]

Req:R051797 /Doc:DL @002015 /Rev:19-Jun-2015 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:5 of 5
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No 2015 *Memorandum of Transfer of* Lot 48 f. Block B.

situated in Moncur Street, Upper Petersham

William Wallis *Vendor.*

Alex^r Thomson *Purchaser.*

REGISTRAR GENERAL · NEW SOUTH WALES

Particulars entered in the Register Book, Vol XXXIV Folio 235, the 23rd day of November 1867 at Minute 2 Book in the Foreroom

Edward Weg Registrar General.

To be signed by purchaser or his Solicitor.

N.B.—Section 104 requires that the following Certificate be signed by the Transferee or his Solicitor, and renders liable any person falsely or negligently certifying, to a penalty of £50; also, to damages recoverable by parties injured.

I certify that the within Transfer is correct for the purposes of the Real Property Act.*

Alexander Thomson

* If by Solicitor insert:—"And that I am the Solicitor of the within-named Transferee;" and add his own address to his signature.

THE following information is afforded for guidance of parties in the interior, but for more specific details, reference must be had to the printed Circulars obtainable at this Office, upon remitting a fee of one shilling :—

If the Transfer embraces the *whole* of the land contained in a Crown Grant or Certificate, the transfer may be indorsed in a short form (see Schedule to Act). But whether indorsed or not, the Certificate must, in every case, accompany, and cannot be returned.

If a part only be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but, to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.

Joint tenants may pay for one or several Certificates.

Tenants in common *must* receive separate Certificates. 20s. additional must be remitted for each Certificate.

The fees on transfer are 10s., and 20s. for *every* new Certificate, whether issued to a transferree or required for the residue.

The STAMP DUTIES (which may be remitted with the other fees) are as follows :—

	£	s.	d.	
Not exceeding £50	0	5	0	A fee of one-fifth of the amount of Stamp Duty is chargeable, if the transfer is not stamped within 30 days from the date thereof.
Not exceeding £100	0	10	0	
Not exceeding £200	1	0	0	
and so on, increasing 10s. for every additional £100, or fraction of £100				

If no consideration money, then usually 20s.

In Transfer of Equity of Redemption, the mortgage money must be computed in the consideration.

The Transfer is complete from the moment it is recorded, but an interval of not less than 48 hours thereafter will usually be required before the new Certificate can be ready.

Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate. If the parties reside in the country this should accompany the transfer to avoid delay.

Req:R051799 /Doc:DP 1065657 B /Rev:14-May-2004 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 8
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

DP1065657

Plan of Subdivision of Lot 1 in DP 626383 and Easement over Lot 2 in Deposited Plan 566811 covered by Council Certificate No. 13/04

Full name and address of proprietor of the land: PERPETUAL TRUSTEE COMPANY LIMITED ACN 000 001 007, C/- Level 21, 83 Clarence Street, Sydney, NSW, 2000

PART 1

1. **Identity of easement or restriction firstly referred to in the abovementioned plan:** Right of way variable width

Schedule of lots, etc affected

Lot burdened	Lot benefited
Lot 2 in DP 566811	3

2. **Identity of easement or restriction secondly referred to in the abovementioned plan:** Easement over existing line of pipes for drainage of stormwater

Schedule of lots, etc affected

Lots burdened	Lots benefited
3	Lot 2 in DP 566811
4	3
4	Lot 2 in DP 566811

3. **Identity of easement or restriction thirdly referred to in the abovementioned plan:** Right of way 7.2 wide and variable

Schedule of lots, etc affected

Lots burdened	Lots benefited
4	3
4	Lot 2 in DP 566811

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP1065657

Plan of Subdivision of Lot 1 in DP 626383 and Easement over Lot 2 in Deposited Plan 566811 covered by Council Certificate No. 13/04

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4. **Identity of easement or restriction fourthly referred to in the abovementioned plan:** Easement for support 4.5 wide and variable.

Schedule of lots, etc affected

Lot burdened	Lot benefited
4	3

5. **Identity of easement or restriction fifthly referred to in the abovementioned plan:** Easement to park motor vehicles 4.5 wide and variable.

Schedule of lots, etc affected

Lot burdened	Lot benefited
4	3

6. **Identity of easement or restriction sixthly referred to in the abovementioned plan:** Restriction on the Use of Land

Schedule of lots, etc affected

Lot burdened	Lot benefited
4	3

7. **Identity of easement or restriction seventhly referred to in the abovementioned plan:** Easement for repairs 11.7 wide and variable.

Schedule of lots, etc affected

Lot burdened	Lot benefited
4	3

PART 2

1. **Terms of right of way variable width firstly referred to in the abovementioned plan:**

1.1 Full and free right for the owner of the lot benefited and any person who has an estate or interest in possession in any part of the lot benefited ("Occupier") and every person reasonably authorised by the owner of the lot benefited and the Occupier to go, pass and repass at all times and for all purposes with or without vehicles over the site of the easement.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

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Plan of Subdivision of Lot 1 in DP 626383 and Easement over Lot 2 in Deposited Plan 566811 covered by Council Certificate No. 13/04

1.2 The owners of the lots benefited and burdened are responsible for maintaining any road surfaces erected on the site of the easement in good repair and condition including structural repairs. The costs of any necessary repairs, maintenance and work must be borne by each of the respective owners of each of the lots burdened and benefited in equal shares.

1.3 The owner of the lot benefited may use such part of the lot burdened as is reasonably necessary in the circumstances for the purpose of carrying out any necessary repairs, maintenance or work to any road surfaces erected on the site of the easement and do anything reasonably necessary for that purpose including entering the lot burdened and taking anything on the lot burdened.

1.4 The owners of the lots benefited and burdened must ensure all repairs, maintenance and work to any road surfaces erected on the site of the easement are done properly and carried out as soon as is practicable in the circumstances.

1.5 In exercising the powers referred to in clause 1.3, the owner of the lot benefited must:

(a) cause as little inconvenience as is practicable in the circumstances to any occupier of the lot burdened;

(b) cause as little damage as is practicable in the circumstances to the lot burdened and any improvement erected on the lot burdened; and

(c) make good any collateral damage caused by the owner of the lot benefited.

1.6 The owners of the lots burdened and benefited must liaise with each other and act in good faith in relation to determining whether or not any repairs, maintenance or works need to be carried out to any road surface on the site of the easement and must work together to ensure that any necessary repairs, maintenance and works are carried out promptly and efficiently.

2. Terms of easement over existing line of pipes for drainage of stormwater secondly referred to in the abovementioned plan:

2.1 The owner of the lot benefited may:

(a) drain water from any natural source through the lot burdened, but only within the pipes located within the site of this easement;

(b) do anything reasonably necessary for that purpose, including:

(i) entering the lot burdened;

(ii) taking anything onto the lot burdened;

(iii) using any existing line of pipes; and

(iv) carrying out any work, such as replacing, repairing or maintaining pipes, channels, ditches and equipment.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

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2.2 In exercising these powers, the owner of the lot benefited must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable in the circumstances to the owner and any occupier of the lot burdened;

(c) cause as little damage as is practicable in the circumstances to the lot burdened any improvement on it;

(d) if the lot burdened is damaged as a result of the exercise of these powers by the owner of the lot benefited restore the lot burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage caused by the owner of the lot benefited.

2.3 The owner of the lot benefited is responsible at its cost for maintaining any existing pipes located within the site of this easement in good repair and condition, including structural repairs.

3. Terms of right of way 7.2 wide and variable thirdly referred to in the abovementioned plan:

3.1 Full and free right for the owner of the lot benefited and any person who has an estate or interest in possession in any part of the lot benefited ("Occupier") and every person reasonably authorised by the owner of the lot benefited and the Occupier to go, pass and repass at all times and for all purposes with or without vehicles (subject to the restriction referred to in clause 6.6) over the site of the easement and the site of the easement fifthly referred to following the expiry or termination of that easement as provided in clause 5.3.

3.2 The owners of the lots benefited and burdened are responsible for maintaining any road surfaces erected on the site of the easement in good repair and condition including structural repairs. The costs of any necessary repairs and maintenance must be borne by the owners of the lots burdened and benefited as follows:

(a) whilst the owner of the lots benefited is the same person, 50% by the owner of the lot burdened and 25% by each of the respective owners of each of the lots benefited;

(b) whilst the lots benefited are owned by different owners, by each of the respective owners of each of the lots benefited and burdened in equal shares.

3.3 The owner of the lot benefited may use such part of the lot burdened as is reasonably necessary in the circumstances for the purposes of constructing a roadway at its cost on any part of the site of the easement where no roadway exists and carrying out any necessary repairs and maintenance to any road surfaces from time to time erected on the site of the easement and do anything reasonably necessary for that purpose including entering the lot burdened and taking anything on the lot burdened.

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Plan of Subdivision of Lot 1 in DP 626383 and Easement over Lot 2 in Deposited Plan 566811 covered by Council Certificate No. 13/04

3.4 Nothing in this clause 3 shall impose any obligation upon the owner or Occupier of the lot benefited to construct or contribute to the cost of constructing any new road on the site of this right of way or any part of it.

3.5 The owners of the lots benefited and burdened must ensure all repairs and maintenance to any road surfaces erected on the site of the easement are done properly and carried out as soon as is practicable in the circumstances.

3.6 In exercising the powers referred to in clause 3.3, the owner of the lot benefited must:

(a) cause as little inconvenience as is practicable in the circumstances to any occupier of the lot burdened;

(b) cause as little damage as is practicable in the circumstances to the lot burdened and any improvement erected on the lot burdened; and

(c) make good any collateral damage caused by the owner of the lot benefited.

3.7 The owners of the lots burdened and benefited must liaise with each other and act in good faith in relation to determining whether or not any repairs or maintenance need to be carried out to any road surface on the site of the easement and must work together to ensure that any necessary repairs and maintenance are carried out promptly and efficiently.

3.8 This right of way shall automatically expire or terminate in relation to any part of the site of this right of way which is dedicated as a public road with effect from the date of such dedication.

4. Terms of easement for support 4.5 wide and variable fourthly referred to in the abovementioned plan:

4.1 The owner of the lot benefited:

(a) may keep and maintain on the lot burdened, but only within the site of this easement, any existing foundations or other structures ("foundations") which are reasonably necessary to support the improvements constructed on the lot benefited; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the lot burdened; and

(ii) taking anything on to the lot burdened; and

(iii) carrying out work.

4.2 The owner of the lot burdened must not:

(a) interfere with the foundations or the support they offer; or

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Plan of Subdivision of Lot 1 in DP 626383 and Easement over Lot 2 in Deposited Plan 566811 covered by Council Certificate No. 13/04

(b) use the site of this easement, or any other part of the lot burdened, in a way which may detract from the stability of or the support provided by the foundations.

4.3 If the owner of the lot burdened does or allows anything to be done which damages the foundations or impairs their effectiveness, the owner of the lot benefited may serve not less than 7 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed. If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

4.4 In exercising those powers (whether or not after serving such a notice), the owner of the lot benefited must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) restore the lot burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

4.5 The owner of the lot burdened may insist that this easement be extinguished if the structure on the land benefited which is supported by the foundations is removed.

5. Terms of easement to park motor vehicles 4.5 wide and variable fifthly referred to in the abovementioned plan:

5.1 Full and free right for the owner of the lot benefited and the tenant of the premises known as Unit 2, 1-55 Rothschild Avenue, Rosebery (being part of the lot benefited) under a lease ("lease") dated 8 August 2003 made between Perpetual Trustee Company Limited ACN 000 001 007 as landlord and Aust Scan Pty Limited ACN 006 270 757 as tenant to have the exclusive use of the 16 car parking spaces constructed on the site of the easement.

5.2 This easement shall automatically expire or terminate on the date that the lease expires or lawfully terminates.

5.3 Immediately upon the expiry of or termination of this easement, the site of this easement shall form part of the site of the easement thirdly referred to in the abovementioned plan.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan of Subdivision of Lot 1 in DP 626383 and Easement over Lot 2 in Deposited Plan 566811 covered by Council Certificate No. 13/04

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6. Terms of Restriction on Use of Land sixthly referred to in the abovementioned plan:

6.1 Not to do or suffer to be done anything which may obstruct access to the lot benefited over the right of way thirdly referred to in the abovementioned plan except to the extent and for the period necessary to allow the construction of a road on the lot burdened.

6.2 Notwithstanding subclause 6.1, not to do or suffer to be done anything (including but not limited to the construction of a road) which would at any time prevent clear and unimpeded access over the right of way thirdly referred to to more than one of the roller doors located in the northern wall of the building constructed on the lot benefited.

6.3 Not to do or suffer to be done anything which may interfere with the access to or the use of the carparking spaces referred to in the easement fifthly referred to in the abovementioned plan except to the extent and for the period necessary to allow the construction of a road on the lot burdened. The owner of the lot burdened must give at least 14 days prior written notice to the owner of the lot benefited of any such likely interference together with such details as may be required by the owner of the lot benefited (acting reasonably).

6.4 Notwithstanding subclause 6.3, not to do or suffer to be done anything (including but not limited to the construction of a road) which would at any time prevent access to and the unimpeded use of more than ten of the car parking spaces referred to in the easement fifthly referred to in the abovementioned plan.

6.5 The restrictions set out in subclauses 6.3 and 6.4 shall automatically cease to apply when the easement fifthly referred to in the abovementioned plan expires or terminates.

6.6 Until dedication as a public road, not to use on any roadway constructed on the site of the easement thirdly referred to in the abovementioned plan or suffer it to be used by any motor vehicle other than a passenger vehicle, light van, emergency vehicle or vehicle required for the exercise of the easement seventhly referred to in the abovementioned plan.

6.7 Not to construct or suffer to be constructed or allow to remain upon the site of the easements thirdly and fifthly referred to in the abovementioned plan any structure other than a roadway or hard stand area for carparking.

The name of the person empowered to release, vary or modify the easements firstly, secondly, thirdly, fourthly, fifthly and seventhly referred to in the abovementioned plan:

With respect to each easement, the proprietors of the lots benefited and the lots burdened in relation to that easement for the time being jointly.

The name of the person empowered to release, vary or modify the restrictions sixthly referred to in the abovementioned plan:

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Lengths are in metres

Plan of Subdivision of Lot 1 in DP 626383 and Easement over Lot 2 in Deposited Plan 566811 covered by Council Certificate No. 13/04

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With respect to each restriction, the proprietors of the lots benefited and the lots burdened in relation to that restriction for the time being jointly.

DATED this 21 day of April 2004.

SIGNED SEALED and DELIVERED on behalf of **PERPETUAL TRUSTEE COMPANY LIMITED** by his/her/its duly authorised attorney

under Power of Attorney dated
registered Book 4409 No. 15 and who declares that this power of attorney has not been revoked in the presence of:

.....
Signature of Witness

MICHELE LEE SEXTON
Level 21, 83 Clarence St, Sydney

.....
Name (printed)

.....
Signature of Attorney

TANYA LEE COX

.....
Name (printed)

VICTOR P HOOG ANTINK

PERMANENT REGISTRY LIMITED ACN 000 334 636 by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, Registered in NSW Book 4022 No 346 whereby they execute this deed document or instrument.

Group A Attorney	Group B Attorney
Signature	.....
Name MARIA LAMBI	JOHN MEYER

REGISTERED 13-5-2004

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

Lengths are in metres

DP1231960 B

Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent 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, authority benefited or owner of the lot benefited:
1.	Easement for Support of Planters, Courtyards & Paths (Entire Lot)	101	102
2.	Easement for Drainage of Planters, Courtyards & Paths Variable Width Limited in Stratum	101	102
3.	Easement to Drain Water 1 Wide Limited in Stratum	102	101
4.	Easement for Public Access 3.5 Wide Limited in Stratum	101	City of Sydney Council
5.	Easement for Public Access 3.5 Wide Limited in Stratum	102	City of Sydney Council
6.	Positive Covenant	101	City of Sydney Council
7.	Positive Covenant	102	City of Sydney Council
8.	Easement for access to OSD Tank 1.5 Wide Limited in Stratum	102	101

Council's Authorised Delegate

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

DP1231960

Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

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, authority benefited or owner of the lot benefited:
9.	Easement for access to OSD Tank 5.705 Wide Limited in Stratum	102	101

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Right of Way variable width (DP1065657)	Lot 2 DP 566811	Lot 3 DP 1065657
2.	Easement over existing line of pipes for drainage of stormwater (DP1065657)	Lot 3 DP 1065657	Lot 2 DP 566811
3.	Right of Way 9.835 wide and variable width (DP1148124)	Lot 2 DP 566811	Lot 3 DP 1065657

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

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Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR SUPPORT OF PLANTERS, COURTYARDS & PATHS (ENTIRE LOT) NUMBERED 1 IN THE PLAN**

1.1 Subject to clause 1.2, the full, free and unimpeded right for the planters, courtyards and paths to be supported vertically, horizontally, and in any other plane by the lot burdened.

1.2 The benefit of this easement shall lapse automatically and cease to exist over any part of the benefitted lot that, when subdivided, creates public access ways or public roads, or public reserves, or areas for road widening, or any other lot or lots that do not directly abut the southern side of the boundary line denoted "AA" – "BB" – "CC" on "Sheet 2" of the Plan (**Boundary Line**). The owner of the burdened lot hereby grants consent to the release and the removal of this easement over such part of the benefitted lot that does not, from time to time, directly abut the southern side of the Boundary Line.

2. **TERMS OF EASEMENT FOR DRAINAGE OF PLANTERS, COURTYARDS & PATHS VARIABLE WIDTH LIMITED IN STRATUM NUMBERED 2 IN THE PLAN**

2.1 Subject to clause 2.2, the full and free right for the owner of the lot benefited to drain water from planters, courtyards and paths in any quantities across and through the lot burdened, together with the right to use, for the purposes of the easement, any line of pipes already laid within the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter on the lot burdened, and together with the right for the owner of the lot benefited and every person authorised by the owner of the lot benefited, with any tools, implements, or machinery, necessary for the purpose, to enter upon the lot burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof.

2.2 The benefit of this easement shall lapse automatically and cease to exist over any part of the benefitted lot that, when subdivided, creates public access ways or public roads, or public reserves, or areas for road widening, or any other lot or lots that do not directly abut the southern side of the boundary line denoted "AA" – "BB" – "CC" on Sheet 2 of the Plan (**Boundary Line**). The owner of the burdened lot hereby grants consent to the release and the removal of this easement over such part of the benefitted lot that, from time to time, does not directly abut the southern side of the Boundary Line.

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

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Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

2/11/17

3. **TERMS OF EASEMENT ~~FOR~~ To DRAIN WATER 1 WIDE LIMITED IN STRATUM NUMBERED 3 IN THE PLAN**

3.1 An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 8 of the *Conveyancing Act 1919 is created.*

3.2 This easement shall lapse automatically and cease to exist when that part of the lot burdened becomes public road and the owner of the lot benefited hereby grants consent to the release and the removal of this easement over that part of the lot burdened.

4. **TERMS OF EASEMENT FOR PUBLIC ACCESS 3.5 WIDE LIMITED IN STRATUM NUMBERED 4 IN THE PLAN**

4.1 The terms of this easement are to be read subject to clause 4.2.

4.2 Nothing herein contained shall entitle the authority benefited and any person authorised by the authority benefited and members of the public (**Authorised Users**) to pass through any part of the easement site:

(a) which has not been constructed or set up for the purpose of public access; and

(b) until the proposed public road(s) at both the eastern and western ends of the easement site are constructed and Dedicated.

4.3 In clause 4.2:

Dedicated means the dedication of the future road(s) to the benefitted authority as public roads and as required by Development Application D/2015/1901/I under the *Environmental Planning and Assessment Act 1979* (including any modification of that consent).

4.4 The authority benefited and any Authorised Users have full and free right to pass and repass at all times:

(a) on foot; and/or

(b) with wheelchairs or other disabled access aids; and/or

(c) with or without animals; and/or

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Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

(d) with bikes, tricycles or other similar non-motorised machine other than motorised scooters or similar for mobility (being walked or ridden); and/or

(e) without vehicles, skateboards, rollerblades and any other similar equipment as nominated by the owner of the lot burdened,

over the Easement for Public Access area that is constructed to a standard suitable for public access purposes from time to time.

4.5 The owner of the lot burdened may temporarily suspend access to, and use of this Easement.

4.6 The authority benefited and any Authorised User must properly dispose of litter either by depositing it in the receptacles provided on the lot burdened, if any, or removing it from the lot burdened.

4.7 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must cause as little damage as is practicable to the lot burdened and any Improvements on it and if damage is caused, to restore the lot burdened and any Improvements on it as nearly as practicable to their condition prior before the damage occurred; and

(f) must not obstruct the use of the lot burdened.

5. **TERMS OF EASEMENT FOR PUBLIC ACCESS 3.5 WIDE LIMITED IN STRATUM NUMBERED 5 IN THE PLAN**

5.1 The terms of this easement are to be read subject to clause 5.2:

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

DP1231960

Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land: Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

5.2 Nothing herein contained shall entitle the authority benefited and any person authorised by the authority benefited and members of the public (**Authorised Users**) to pass through any part of the easement site:

(a) which has not been constructed or set up for the purpose of public access; and

(b) until the proposed public road(s) at both the eastern and western ends of the easement site are constructed and Dedicated.

5.3 In clause 5.2:

Dedicated means the dedication of the future road(s) to the benefitted authority as public roads and as required by Development Application D/2015/1901/I under the *Environmental Planning and Assessment Act 1979* (including any modification of that consent).

5.4 The authority benefited and any person authorised by the authority benefited and members of the public ("Authorised Users") have full and free right to pass and repass at all times:

(a) on foot; and/or

(a) with wheelchairs or other disabled access aids; and/or

(b) with or without animals; and/or

(c) with bikes, tricycles or other similar non-motorised machine other than motorised scooters or similar for mobility (being walked or ridden); and/or

(d) without vehicles, skateboards, rollerblades and any other similar equipment as nominated by the owner of the lot burdened,

over the Easement for Public Access area that is constructed to a standard suitable for public access purposes from time to time.

5.5 The owner of the lot burdened may temporarily suspend access to, and use of this Easement.

5.6 The authority benefited and any Authorised User must properly dispose of litter either by depositing it in the receptacles provided on the lot burdened, if any, or removing it from the lot burdened.

Council's Authorised Delegate

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

DP1231960

Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land: Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

5.7 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must cause as little damage as is practicable to the lot burdened and any Improvements on it and if damage is caused, to restore the lot burdened and any Improvements on it as nearly as practicable to their condition prior before the damage occurred; and

(f) must not obstruct the use of the lot burdened.

5.8 This easement shall lapse automatically and cease to exist over any part of the burdened lot that, when subdivided, creates public access ways or public roads, or public reserves, or areas for road widening, or any other lot that does not form part of the easement site. The benefitted authority hereby grants consent to the release and the removal of this easement over such part of the burdened lot that does not, from time to time, form part of the easement site.

6. **TERMS OF POSITIVE COVENANT NUMBERED 6 IN THE PLAN**

6.1 The owner of the lot burdened must keep and maintain the Easement for Public Access referred to as number 4 in the plan in good repair and safe condition and adequately lit to the reasonable satisfaction of the authority benefited.

6.2 Without derogating from the obligations set out in clause 6.1, the authority benefited may at reasonable times and upon reasonable notice to the owner of the lot burdened enter upon the lot burdened for the purposes of inspecting the condition and repair of the lot burdened.

6.3 The owner of the lot burdened releases and indemnifies and keeps indemnified the authority benefited against all damage, expense, loss of liability of any nature suffered or incurred by the authority benefited that is caused by or arises out of the use of the Easement for Public Access, including:

(a) loss or damage to the property of the authority benefited;

Council's Authorised Delegate

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Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

(b) damage, expense, loss or liability in respect of loss or damage to any other property; and

(c) damage, expense, loss or liability in respect of personal injury, disease, illness or death;

except to the extent the loss, damage, expense or liability is caused or contributed to by the authority benefited or any authorised user.

6.4 The owner of lot burdened must effect and maintain public liability insurance in respect of third party personal injury or damage to third party property in or about the Easement for Public Access. The policy must be in the amount of $20,000,000 for any one occurrence, with an insurer acceptable to the authority benefited, such acceptance not to be unreasonably withheld. The authority benefited may request a copy of the policy at any time with reasonable notice.

6.5 In this positive covenant, **Easement for Public Access** means the right of public access area shown as Easement numbered 4 on the plan.

6.6 Authority exclusively empowered to release, vary or modify the easement and covenant herein:

The Council of the City of Sydney

7. **TERMS OF POSITIVE COVENANT NUMBERED 7 IN THE PLAN**

7.1 The owner of the lot burdened must keep and maintain the Easement for Public Access referred to as number 5 in the plan in good repair and safe condition and adequately lit to the reasonable satisfaction of the authority benefited.

7.2 Without derogating from the obligations set out in clause 7.1, the authority benefited may at reasonable times and upon reasonable notice to the owner of the lot burdened enter upon the lot burdened for the purposes of inspecting the condition and repair of the lot burdened.

7.3 The owner of the lot burdened releases and indemnifies and keeps indemnified the authority benefited against all damage, expense, loss of liability of any nature suffered or incurred by the authority benefited that is caused by or arises out of the use of the Easement for Public Access, including:

(a) loss or damage to the property of the authority benefited;

(b) damage, expense, loss or liability in respect of loss or damage to any other property; and

Council's Authorised Delegate

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Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land: Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

(c) damage, expense, loss or liability in respect of personal injury, disease, illness or death;

except to the extent the loss, damage, expense or liability is caused or contributed to by the authority benefited or any authorised user.

7.4 The owner of lot burdened must effect and maintain public liability insurance in respect of third party personal injury or damage to third party property in or about the Easement for Public Access. The policy must be in the amount of $20,000,000 for any one occurrence, with an insurer acceptable to the authority benefited, such acceptance not to be unreasonably withheld. The authority benefited may request a copy of the policy at any time with reasonable notice.

7.5 This Positive Covenant shall only remain on the title to that part of lot burdened on the same terms and conditions of the Easement for Public Access.

7.6 In this positive covenant, **Easement for Public Access** means the right of public access area shown as Easement numbered 5 on the plan.

7.7 Authority exclusively empowered to release, vary or modify the easement and covenant herein:

The Council of the City of Sydney

8. **TERMS OF EASEMENT FOR ACCESS TO OSD TANK 1.5 WIDE LIMITED IN STRATUM NUMBERED 8 IN THE PLAN**

8.1 Subject to the terms of this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over Easement for Access to OSD Tank 1.5 Wide area on foot only for the purpose of accessing the OSD Tank and to do anything reasonably necessary for that purpose PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.

8.2 The owner of the lot burdened may temporarily suspend access or and use of, parts of the lot burdened from time to time.

8.3 In exercising the rights granted by this easement, the owner of the lot benefited and any persons authorised by the owner of the benefited:

(a) enters the lot burdened at his/her own risk;

Council's Authorised Delegate

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

DP1231960

Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must cause no damage to the lot burdened and any improvements on it; and

(e) must not obstruct the use of the lot burdened.

9. **TERMS OF EASEMENT FOR ACCESS TO OSD TANK 5.705 WIDE LIMITED IN STRATUM NUMBERED 9 IN THE PLAN**

9.1 Subject to the terms of this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over Easement for Access to OSD Tank 5.705 Wide area on foot only for the purpose of accessing the OSD Tank and to do anything reasonably necessary for that purpose PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.

9.2 The owner of the lot burdened may temporarily suspend access or and use of, parts of the lot burdened from time to time.

9.3 In exercising the rights granted by this easement, the owner of the lot benefited and any persons authorised by the owner of the benefited:

(a) enters the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must cause no damage to the lot burdened and any improvements on it; and

(e) must not obstruct the use of the lot burdened.

Council's Authorised Delegate

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

DP1231960

Plan of Subdivision of Lot 2 DP 566811 and Lot 3 DP 1065657 covered by City of Sydney Council certificate No. 2017/46 dated 13/10/2017

Full name and address of the owner of the land:

Karimbla Properties (No. 49) Pty Ltd ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000

EXECUTED by **KARIMBLA PROPERTIES (NO. 49) PTY LTD ACN 168 601 223** in accordance with the Corporations Act 2001)

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

Signature of Authorised Person

DIRECTOR

Office held

DAVID CREMONA

Name of Authorised Person (please print)

Signature of Authorised Person

DIRECTOR

Office held

James Sialepis

Name of Authorised Person (please print)

CITY OF SYDNEY COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993)

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

Signature of Witness

MICHAEL PARKINSON

Name of Witness (please print)

c/- 456 KENT ST SYDNEY

Address of Witness

Signature of Authorised Delegate

ANDREW REES

Name of Authorised Delegate (please print)

Council's Authorised Delegate

REGISTERED 21.11.2017

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Form: 11R
Release: 4·1

REQUEST

New South Wales
Real Property Act 1900

AK298699G

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** — 3/1065657

(C) **REGISTERED DEALING** — Number | Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9800 CAN: 123053P Reference: S116172 - H Reid	R

(E) **APPLICANT** — THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)

(F) **NATURE OF REQUEST** — Registration of Planning Agreement pursuant to s93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

Registration of Planning Agreement in the form annexed to this Request and marked "A" pursuant to section 93H of the Environmental Planning and Assessment Act 1979.

DATE 18 March 2016

(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: H Reid

Signatory's name: Hannah Frances Reid
Signatory's capacity: Applicants solicitor

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

1086 of 2/3/16

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(H) **CONSENT OF THE LESSEE:**

The lessee under lease No. **AH940344**, agrees to be bound by this Request.

I certify that the above lessee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

SIGNED BY DEPARTMENT OF AGRICULTURE AND WATER RESOURCES – AUSTRALIA (ABN 24 113 085 695) by its duly authorised officer in the presence of:)

Witness (signature):

Authorised Officer (signature):

Benjamin Pastles

Full Name & Address (printed):

78/10 Hinder St
Gungahlin 2912.

ANNETTE BLYTON

Full Name (printed):

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(H) Consent of the Lessee

The Lessee under Lease nos 9602323 and W450993 consents to the registration of a planning instrument in favour of the Council of the City of Sydney.

Signed for and on behalf of **Ausgrid** ABN 67 505 337 385 its attorney under a Power of Attorney Registered No. 4693 Book 331 and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:)

.....

Signature of Witness

Lisa Jane Anderson

.....

Print name of Witness

570 GEORGE STREET
SYDNEY NSW 2000

.....

Signature of Attorney

Michael McHugh

Manager - Property & Fleet

HEM\MHT\50179148\1

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Planning Agreement

The Council of the City of Sydney

and

Karimbla Properties (no.49) Pty Ltd
ABN 89 168 601 223

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

Director (signature):

Karimbla Properties (No 49) Pty Limited

DAVID CREMONA

Full Name (printed):

Director (signature):

Karimbla Properties (No 49) Pty Limited

JAMES SIALEPIS

Full Name (printed):

The Council of the City of Sydney

Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference: [S116172]

Graham Jahn
Director – City Planning, Development and Transport
The Council of the City of Sydney

Sydney2030/Green Global Connected

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THIS PLANNING AGREEMENT is made on 1ST MARCH 2016.

BETWEEN:

(1) **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and

(2) **Karimbla Properties (No.49) Pty Limited ABN 89 168 601 223** of Level 11 528 Kent Street, SYDNEY NSW 2000 (the **Developer**).

BACKGROUND

(A) The Developer is the owner of the Land and intends to undertake the Development on the Land.

(B) The Developer has offered to enter into this document with the City to provide the Public Benefits on the terms of this document.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Access Licence means a licence granted by the City to the Developer and its agents, contractors and consultants to access a portion of the Transfer Land to achieve Completion of the Developer's Works in accordance with a Deferral Approval granted by the City under clause 5.3 of this document, and includes those terms specified in clause 5.4(f) of this document.

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

Adverse Affectation has the same meaning as in clause 4 of Part 2, Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW).

Attributed Value means the value the City and the Developer agree is to be attributed to each element of the Public Benefits as at the date of this document, as set out in clause 1 of Schedule 3 of this document.

Authorisation means:

(a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and

(b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

City's Personal Information means Personal Information to which the Developer, or any third party engaged by the Developer, has access directly or indirectly in connection

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with this document, including the Personal Information of any personnel, customer or supplier of the City (other than the Developer).

City's Policies means all policies and procedures relevant to the provision of the Public Benefits, as notified by the City in writing to the Developer.

City's Representative means the person named in Item 3 of Schedule 1 or his/her delegate.

Completion means the point at which the Developer's Works are complete except for minor defects:

(a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;

(b) which the Developer has grounds for not promptly rectifying; and

(c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purpose,

and **Complete** has the same meaning.

Completion Notice means a notice issued by the Developer in accordance with clause 6.1.

Confidential Information means:

(a) information of a party (**disclosing party**) that is:

(i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and

(ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

(a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;

(b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or

(c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

Construction Certificate has the same meaning as in the Act.

Contamination has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

Corporations Act means the *Corporations Act 2001* (Cth).

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Dealing means selling, transferring, assigning, novating, mortgaging, charging, or encumbering and, where appearing, **Deal** has the same meaning.

Defect means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Public Benefits or any other matter which prevents the Public Benefits from complying with the terms of this document.

Defects Liability Period means the period of 12 months from the date on which each Phase of the Developer's Works reach Completion.

Developer's Representative means the person named in Item 4 of Schedule 1 or his/her delegate.

Developer's Works means those parts of the Public Benefit described as "Developer's Works" in clause 1 of Schedule 3, to be delivered by the Developer in accordance with this document.

Development means the development of the Land by the Developer described at Item 2 of Schedule 1.

Development Application means the development application identified in Item 5 of Schedule 1 and includes all plans, reports models, photomontages, material boards (as amended supplemented) submitted to the consent authority before the determination of that Development Application.

Development Consent means the consent granted to the Development Application for the Development and includes all modifications made under section 96 of the Act.

Dispute means any dispute or difference between the parties arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this document.

Election Works means the construction of the Public Park and Greenway, if the Developer elects to undertake those works in accordance with clause 5.2 of this document.

Environmental Laws means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

(a) the *Work Health and Safety Act 2011 (NSW)*;

(b) the *Protection of the Environment Operations Act 1997 (NSW)*; and

(c) the *Contaminated Land Management Act 1997 (NSW)*.

Government Agency means:

(a) a government or government department or other body;

(b) a governmental, semi-governmental or judicial person; or

(c) a person (whether autonomous or not) who is charged with the administration of a law.

Greenway means that part of the land marked as "Greenway" on the Transfer Land Plan.

GST means the same as in the GST Act.

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

Guarantee means an irrevocable unconditional bank guarantee or documentary performance bond for the Guarantee Amount which must:

(a) be denominated in Australian dollars;

(b) be an unconditional undertaking;

(c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:

(i) BBB + (Standard & Poors and Fitch);

(ii) Baa 1 (Moodys); or

(iii) Bbb (Bests);

(d) be issued on behalf of the Developer;

(e) have no expiry or end date unless agreed by both Parties before issue and targeted for 12months after the expected Completion Date for the relevant Developers Works. ;

(f) state the beneficiary as the City;

(g) be irrevocable;

(h) state the Guarantee Amount as the minimum amount required by this document to be lodged as security;

(i) state the purpose of the security as required in accordance with this document; and

(j) be on such other terms approved by the City. .

Guarantee Amount(s) means a Guarantee or Guarantees for the total amount listed in Item 6 of Schedule 1 of this document.

Guarantee Amount(s) Due Date means the date or milestone by which the Developer must provide the Guarantee Amount to the City, set out at Item 7 of Schedule 1.

Index Number means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

Insolvency Event means:

(a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;

(b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property

(c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

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(d) an application being made to a court for an order for its winding up;

(e) an order being made, or the person passing a resolution, for its winding up;

(f) the person:

(i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or

(ii) being unable to pay its debts or otherwise insolvent;

(g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

(h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or

(i) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

Land means the land described in Item 1 of Schedule 1 of this document.

Latent Condition means the following things that arise only following the commencement of construction of the Stormwater Works in accordance with the Plan in Schedule B:

a. underground services that are not identified during the design process or "Dial before you dig" searches or any other reasonable enquires;

b. that gives rise to an increase or decrease in the cost of the construction of the Stormwater Works;

c. that do not relate to pre-existing ground conditions, and

d. do not involve ground water or requirements for the removal or disposal of ground water.

Laws means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.

Monetary Contribution means that part of the Public Benefits described as "Monetary Contribution" in clause 1 of Schedule 3 to be paid by the Developer to the City in accordance with this document.

Occupation Certificate has the same meaning as in the Act.

Personal Information has the meaning set out in the *Privacy Act 1988* (Cth).

Personnel means the Developer's officers, employees, agents, contractors or subcontractors.

Phase means a phase in the construction of the Development, being either phase 1, phase 2, phase 3 or phase 4, as those areas are identified in the Transfer Land Plan.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006*

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(Cth) and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Information.

Public Benefits means the provision of benefits to the community by the Developer in the form and at the times specified in Schedule 3.

Public Park means that part of the land marked as "Public Park" on the Transfer Land Plan.

Quantity Surveyor means a qualified independent and practising quantity surveyor with at least five years' experience in the assessment of building and construction costs.

Quantity Surveyor's Assessment means the assessment by the Quantity Surveyor of the cost to deliver the Developer's Works.

Regulation means the *Environmental Planning and Assessment Regulation 2000 (NSW)*.

Stage 2 Development Application means subsequent detailed Development Applications for each respective Phase for the Development.

Standards means the policies, procedures and standards for carrying out the Developer's Works, listed non-exhaustively at clause 6 of Schedule 3.

Stormwater Works means the construction by the Developer of new stormwater pipelines (in Primrose Ave and Rosebery Avenue external to the site) as part of Phase 4 of the Developer's Works in the location set out in Annexure B to this document and to the City's standard specification.

Subdivision of Land has the same meaning as in the Act.

Tax means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Transfer Land means land forming part of the Public Benefit that is to be either dedicated or transferred to the City in accordance with Schedule 3 of this document and the Transfer Land Plan.

Transfer Land Plan means the plan showing the area, location and timing of transfer of ownership of the Transfer Land to the City.

1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

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(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) A reference to **including** means "including, without limitation".

(g) A reference to **dollars** or **$** is to an amount in Australian currency.

(h) A reference to **this document** includes the agreement recorded by this document.

(i) Words defined in the GST Act have the same meaning in clauses about GST.

(j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. APPLICATION OF THE ACT AND THE REGULATION

2.1 Application of this document

This document is a planning agreement within the meaning of section 93F of the Act and applies to:

(a) the Land; and

(b) the Development.

2.2 Public Benefits to be made by Developer

Clause 5 and Schedule 3 set out the details of the:

(a) Public Benefits to be delivered by the Developer;

(b) time or times by which the Developer must deliver the Public Benefits; and

(c) manner in which the Developer must deliver the Public Benefits.

2.3 Application of sections 94, 94A and 94EF of the Act

(a) The application of sections 94, 94A and 94EF of the Act are excluded to the extent set out in Items 5 and 6 of Schedule 2 to this document.

(b) For the avoidance of doubt, if the City imposes a condition of consent on a Development Consent for the Development under section 94 of the Act requiring payment of a contribution authorised by a contributions plan approve under section 61 of the *City of Sydney Act 1988 (NSW)*, no further contributions pursuant to section 94 or section 94A of the Act are payable in relation to the Development.

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2.4 **City rights**

This document does not impose an obligation on the City to:

(a) grant Development Consent for the Development; or

(b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

2.5 **Explanatory note**

The explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this document.

3. **OPERATION OF THIS PLANNING AGREEMENT**

3.1 **Commencement**

This document will commence on the date of execution of this document by all parties to this document.

4. **WARRANTIES**

4.1 **Mutual warranties**

Each party represents and warrants that:

(a) (**power**) it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;

(b) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;

(c) (**Authorisations**) it holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this document and to carry out the transactions that it contemplates;

(ii) ensure that this document is legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on its business as it is now being conducted,

and it is complying with any conditions to which any of these Authorisations is subject;

(d) (**documents effective**) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;

(e) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and

(f) (**no controller**) no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

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4.2 **Developer warranties**

(a) The Developer warrants to the City that, at the date of this document:

(i) it is the registered proprietor of the Land;

(ii) it is legally entitled to obtain all consents and approvals that are required by this document and do all things necessary to give effect to this document;

(iii) all work performed by the Developer and the Personnel under this document will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Developer's size and experience; and

(iv) it is not aware of any matter which may materially affect the Developer's ability to perform its obligations under this document.

(b) The Developer warrants to the City that, prior to commencing delivery of the Public Benefits it will have obtained all Authorisations and insurances required under any Law to carry out its obligations under this document.

5. **PUBLIC BENEFITS**

5.1 **Developer to provide Public Benefits**

The Developer must, at its cost and risk, provide the Public Benefits to the City in accordance with this document.

5.2 **Works election**

(a) By 16 January 2017 (**Notice Date**), the City must provide the Developer with the detailed design plans and updated anticipated costs for constructing the Public Park and Greenway.

(b) If prior to the Notice Date the Developer forms the view that the Notice Date is likely to be less than 12 months before the first Construction Certificate is issued for Phase 3 of the Development, the Developer must provide the City with a notice updating the date by which the City must provide the detailed plans and updated anticipated costs for constructing the Public Park and Greenway.

(c) The Developer acknowledges that the City requires at least 12 months' notice prior to the issue of the first Construction Certificate for Phase 3 of the Development to update the detailed plans and costs for constructing the Public Park and Greenway. To the extent that the City has less than 12 months' notice, the Developer releases the City from any damage, expense, loss or liability suffered or incurred by the Developer (or any Personnel) in respect of any resultant delays to the construction and delivery of the Development.

(d) By the date that is 6 months after the date of the established in accordance with clauses 5.2(a)or 5.2(b), the Developer and the City may, after following the procedure set out in clause 5.2(e), by agreement in writing elect for the Public Park and the Greenway to be constructed by the Developer in accordance with the detailed design plans for constructing the Public Park and Greenway provided by the City (**Election Works**).

(e) If after the Notice Date the Developer forms the view that it may undertake the Elections Works, by the date established in accordance with clause 5.2(d) the Developer must:

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(i) appoint a suitably qualified quantity surveyor to review the updated detailed design plans and costs prepared by the City; and

(ii) meet with the City and its quantity surveyor to agree the costs for the Developer to undertake the Election Works.

(f) If the parties agree that the Developer will undertake the Election Works then:

(i) the cost of the Election Works, as agreed in accordance with clause 5.2(e), will be deducted from the amount of the Monetary Contribution required to be paid by the Developer

(ii) the Guarantee Amount at Item 6 of Schedule 1 will be increased by the cost of the Election Works and the Developer must provide a Guarantee for the agreed cost of the Election Works to secure the Developer's obligation to deliver the Election Works; and

(iii) the Developer must otherwise construct the Election Works at its own cost and risk as if the Election Works form part of the Developer's Works and so that the construction of the Election Works reach Completion in accordance with the timing stated in Item 3 of clause 1 of Schedule 3 to this document;

(g) If no agreement is reached in accordance with this clause 5.2 then:

(i) the Monetary Contribution is payable as required by this document;

(ii) the Developer is not required to undertake any actions to complete further design, gain relevant approvals or carry out any works to construct the Public Park and the Greenway; and

(iii) the City will apply the Monetary Contribution towards the construction of the Public Park and the Greenway within a reasonable time.

5.3 **Escalation of costs – Phase 4 Developer's Works**

The parties agree by the date that is established in accordance with clause 5.2(d):

(a) to each appoint a suitably qualified quantity surveyor at their own cost to assess and agree (acting in good faith) whether the cost of constructing the Developer's Works that are to be completed in Phase 4 of the Development (taking into account escalation to provide a reasonable estimate of costs at the time at which these works will be delivered) in accordance with the plans and specifications at Annexure A to this agreement has changed;

(b) to be bound by the decision reached by the quantity surveyors as to the change in the cost of constructing the Developer's Works that are to be completed in Phase 4 of the Development so that the amount of the Monetary Contribution will be adjusted to reflect the change in cost of construction; and

(c) in the event of a dispute between the parties regarding the decision of the quantity surveyors, the provisions of clause 11 of this agreement will apply.

5.4 **Works deferral**

(a) The Developer may, at least three months prior to the anticipated time for Completion of the Developer's Works for a Phase, submit a written request to the City (**Deferral Request**) requesting that Completion of the Developer's Works for that Phase be deferred until after the date on which the Transfer Land for that Phase is due to be provided to Council (**Deferral**).

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(b) The Deferral Request must:

(i) state the reasons why the Deferral is required; and

(ii) be accompanied by a detailed costs estimate (certified by a Quantity Surveyor for the estimated cost in order for the portion of the Developer's Works the subject of the Deferral Request to reach Completion (**Deferral Cost**).

(c) Upon receipt of the Deferral Request the City may inspect the land the subject of the Deferral Request (and the Developer must facilitate any such inspection required by the City) and the City must, acting reasonably, provide the Developer with a notice in writing which:

(i) states whether all or any part of the Deferral Request is approved, together with any conditions relating to any approval;

(ii) states that the Deferral Cost is acceptable; or

(iii) requires further substantiation of the Deferral Cost where the amount of the Deferral Cost is considered by Council, acting reasonably, to be insufficient in the circumstances.

(d) If the City provides the Developer with a notice refusing the Deferral Request the Developer must Complete the Developer's Works in accordance with clause 6.1 of this document.

(e) If the City approves the Deferral Request (**Deferral Approval**) then:

(i) before the date on which the Transfer Land for that Phase is due to be provided to the City(or in the case for the Council's Works, the Completion Date), the Developer must provide to the City:

(A) a Guarantee for the amount of the Deferral Cost and the Guarantee that replaces the original Guarantee amount for the respective Public Benefit subject of the Deferral Request; and

(B) a signed Access Licence; and

(ii) the Developer may not access the land the subject of the Access Licence until the Access Licence has been signed by the City.

(f) The Access Licence will be on the terms required by the City, acting reasonably, and must include the following terms:

(i) the licensed area will be by reference to a plan showing the area reasonably required by the Developer to access and complete the Developer's Works the subject of the Deferral Approval;

(ii) the fee for the Access Licence is $1;

(iii) the Access Licence will commence on the date that the Transfer Land for that Phase is provided to the City;

(iv) the Developer must ensure that the Developer's Works the subject of the Deferral Approval reach Completion in accordance with this document;

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(v) the Access Licence will terminate on a date specified by the City, by which time the works the subject of the Deferral Approval must be Complete in accordance with this document;

(vi) if the Developer fails to Complete the Developer's Works the subject of the Deferral Approval, the City will have all rights available to it under this document to claim on any Guarantee;

(vii) the Developer must at all times indemnify and agree to keep indemnified the City from and against any claim, action, liability, loss or costs that may be sustained, suffered, recovered or made against the City (whether before or after the termination of the Access Licence) as a result of the access by the Developer or its agents, contractors or consultants to the area the subject of the Access Licence;

(viii) the City may after giving reasonable prior notice inspect the area the subject of the Access Licence at any time during the term of the Access Licence; and

(ix) the Developer must make good any damage to any area outside the licensed area that is caused or is in connection with the Developer's access to the licensed area.

(g) Upon Completion of the Developer's Works the subject of the Deferral Approval, the provisions of clauses 6.2 and 6.3 will apply.

5.5 **Stormwater Works**

(a) The parties acknowledge that as part of Phase 4 of the Developer's Works, the Developer is required to undertake the Stormwater Works.

(b) Between the date of this document and the date that is established in accordance with clause 5.2(d) the Developer can make a submission to establish, by providing any evidence reasonably required by the City, that:

(i) the detailed design for the Stormwater Works are complete and the full extent of works is known (including all service adjustments) or the scope of the Developer's Works to construct the Stormwater Works needs to be changed; and

(ii) as a result the cumulative cost to construct the Stormwater Works has increased as agreed between a registered quantity surveyor appointed for each party at their own cost and may be integrated into the cost assessment under clause 5.3,

and if these requirements are satisfied the City will agree to reduce the amount of the Monetary Contribution owing to the Developer by the amount of the additional cost to construct the Stormwater Works agreed by the registered quantity surveyors.

(c) After the date that is established in accordance with clause 5.2(d) the Developer can make a submission to establish, by providing any evidence reasonably required by the City, that:

(i) the detailed design for the Stormwater Works or the scope of the Developer's Works to construct the Stormwater Works needs to be changed; and

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(ii) as a result the cumulative cost to construct the Stormwater Works has increased as agreed between a registered quantity surveyor appointed for each party at their own cost beyond the agreed costs under 5.3 and 5.5(b), including as a result of Latent Conditions,

then the City will reimburse the Developer for any additional costs in accordance with clause 5.5(d)(i) and with regard to clause 5.5(e).

(d) Any adjustment of the Monetary Contribution in accordance with clause 5.5(c) will be a refund of the amount of the additional cost to the Developer following:

(i) completion of construction of the Stormwater Works; and

(ii) the submission by the Developer to the reasonable satisfaction of the City of itemised accounts identifying the amount spent by the Developer supported by an independent quantity surveyor report.

(e) The Developer agrees that any amount owing to it under this clause 5.6 will be reduced to the extent that the additional cost was caused due to the poor workmanship or negligence of the Developer in completing the Stormwater Works.

6. COMPLETION

6.1 Date of Completion

The Developer must ensure that the Developer's Works reach Completion on or before the date or milestone referred to in clause 1 of Schedule 3 of this document.

6.2 Developer completion notice

When, in the reasonable opinion of the Developer, the Developer's Works have reached Completion, the Developer must notify the City's Representative in writing and must include in that notice:

(a) a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion;

(b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the City to assume responsibility for the Developer's Works; and

(c) at least three sets of the "as built" drawings of the Developer's Works, including one set in electronic format,

(**Completion Notice**). For the avoidance of doubt, provided that the City has given prior approval, the Developer can issue separate Completion Notices at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in Item 1 of Schedule 3.

6.3 Inspection by the City

(a) The City's Representative must inspect the Developer's Works within 5 Business Days of the date that the Completion Notice is received by the City. The City's Representative may refuse to complete the inspection until the Completion Notice has been issued with all required documentation attached in accordance with

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clause 6.2. Within 10 Business Days of the date of the inspection by the City's Representative, the City must by written notice to the Developer:

(i) state that Completion has been achieved;

(ii) state that Completion has not been achieved and, if so, identify the Defects, errors or omissions which, in the reasonable opinion of the City's Representative, prevent Completion; or

(iii) issue a notice under clause 6.4(a).

(b) Nothing in this clause 6.3, or any notice issued under this clause 6.3, will:

(i) reduce or waive in any manner the Developer's responsibility to:

(A) deliver the Developer's Works in accordance with this document; or

(B) the Developer's responsibility to correct Defects, errors or omissions, whether or not these are identified by the City; or

(ii) create any liability for the City in relation to any defective aspect of the Developer's Works.

6.4 **Non-completion of Public Benefits**

(a) If the Developer makes a request by notice in writing not to complete the Public Benefits (or any part of the Public Benefits):

(i) the City may permit the Developer not to complete the Public Benefits (or any part of the Public Benefits) by issuing a notice in writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this document; and

(ii) the City may make a claim on the Guarantee in such amount as the City considers reasonably necessary to complete the portion of Public Benefit not being delivered by the Developer provided always that the City must first inform the Developer of the amount that the City intends to claim and detailed breakdown of the amount.

(b) If the Developer fails to complete the whole of the Public Benefits in the form and to the standards required under the Development Consent or this document then the City may either:

(i) complete the Public Benefits itself, including by exercising its right to compulsorily acquire the Transfer Land in accordance with clause 10.6 of this document; or

(ii) modify the Public Benefits to reasonably achieve the objectives identified in the Development Consent and this document,

and may recover all reasonable costs of and reasonably incidental to that work from the Developer. The City can claim on the Guarantee in order to exercise this right, in which case the provisions of clause 10 will apply. To the extent that the City's costs exceed the amount of the Guarantee, the City can recover this amount from the Developer as a debt due and owing to the City.

(c) If the City exercises its rights under this clause 6.4 to complete the Public Benefits, the Developer grants the City a licence for the period necessary for the City to access the Land to carry out, or procure the carrying out, of the Public Benefits.

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7. INDEMNITY

The Developer indemnifies the City against all damage, expense, loss or liability of any nature suffered or incurred by the City arising from any act or omission by the Developer (or any Personnel) in connection with the performance of the Developer's obligations under this document, except where the damage, expense, loss or liability suffered or incurred is caused by, or contributed to by, any wilful or negligent act or omission of the City (or any person engaged by the City).

8. DEFECTS LIABILITY

8.1 Security for Defects Liability Period

Until the expiry of the relevant Defects Liability Period, the City may retain from the Guarantee an amount equal to 10% of the Attributed Value of the Developer's Works as security for the Developer's performance of its obligations under this clause 8. The Developer must make any necessary arrangements to allow the provision of the Guarantee for the Defects Liability Period in accordance with this clause, which may include providing the City with a replacement Guarantee for the amount required under this clause. The City must return the Guarantee or replacement Guarantee to the Developer within 28 days after the expiry of the relevant Defects Liability Period.

8.2 Defect in the Public Benefits

(a) If:

(i) the Developer is in breach of clause 4.2 of this document; or

(ii) the City notifies the Developer of a Defect in the Public Benefits within the Defects Liability Period,

then, following written notice from the City, the Developer must promptly correct or replace (at the Developer's expense) the defective elements of the Public Benefits.

(b) If the Developer is unable or unwilling to comply with clause 8.2(a), or fails to rectify the Defect within three months of receiving notice from the City under clause 8.2(a), the City may:

(i) rectify the Defect itself;

(ii) make a claim on the Guarantee in accordance with clause 10 for the reasonable costs of the City in rectifying the Defect; and

(iii) to the extent the costs incurred to rectify the Defect exceeds the Guarantee, recover the reasonable costs from the Developer as a debt due and owing to the City.

(c) If the City requires access to the Land to rectify any Defect, the Developer grants the City and its contractors a licence for such period as is reasonably necessary for the City and its contractors to access the Land to carry out, or procure the carrying out, of the rectification works.

8.3 Maintenance of the Public Benefits

(a) The Developer must, to the extent required under this document, maintain the Public Benefits:

(i) as contemplated by item 9 of Schedule 1; and

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(ii) for the period of 12 months from the date on which the Developer's Works reach Completion.

(b) Without limiting or otherwise restricting any other provision of this document, the Developer warrants to the City that the Developer:

(i) has the skill, competence, resources, commitment and experienced personnel available to undertake the maintenance works and that all personnel used by the Developer to undertake the maintenance works possess the appropriate skills;

(ii) at all times will be suitably qualified and experienced, and shall exercise due skill, care and diligence in the carrying out and completion of the maintenance works; and

(iii) will ensure that the maintenance works:

(A) will be fit for purpose;

(B) comply with all legislative requirements; and

(C) comply with all the requirements of this document.

(b) If the Developer requires access to any part of the Land owned by the City to complete the Public Benefits referred to in this clause 8.3, the City grants the Developer a licence for the period necessary for the Developer to access the Land to carry out, or procure the carrying out, of the Public Benefits referred to in this clause 8.3.

9. REGISTRATION AND CAVEAT

9.1 Registration of this document

(a) The Developer:

(i) consents to the registration of this document at the Land and Property Information on the certificate of title to the Land;

(ii) warrants that it has obtained all consents to the registration of this document on the certificate of title to the Land; and

(iii) must within 10 Business Days of a written request from the City at its cost do all things necessary to allow the City to register this document on the certificate of title to the Land, including but not limited to:

(A) producing any documents or letters of consent required by the Registrar-General of the Land and Property Information;

(B) providing the production slip number when the Developer produces the certificate of title to the Land at the Land and Property Information; and

(C) providing the City with a cheque for registration fees payable in relation to registration of this document at the Land and Property Information.

(iv) The Developer must act promptly in complying with and assisting to respond to any requisitions raised by the Land and Property Information that relate to registration of this document.

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9.2 **Caveat**

(a) Without limiting any other provisions of this Agreement, until such times as the registration of this document is completed, the Developer agrees that the City may, at any time after the date of this document, register a caveat over the Land preventing any dealing with the Land that is inconsistent with this document. Provided that the City complies with this clause 9.2, the Developer must not object to the registration of this caveat and may not attempt to have the caveat removed from the certificate of title to the Land.

(b) In exercising its rights under this clause 9.2 the City must do all things reasonably required to consent to the registration of:

(i) this document; and

(ii) any plan of consolidation, plan of subdivision or other dealing required by this document or the Development Consent.

9.3 **Release of this document**

(a) If the City is satisfied that the Developer has provided all Public Benefits and otherwise complied with this document then the City must promptly do all things reasonably required to remove this document from the certificate of title to the Land.

10. **ENFORCEMENT**

10.1 **Developer to provide Guarantee**

The Developer must deliver the Guarantee for the Guarantee Amount to the City by the Guarantee Amount Due Date.

10.2 **Adjustment of Guarantee Amount**

On each anniversary of the date of the Guarantee (the "Adjustment Date"), the Guarantee Amounts are to be adjusted to a revised amount by applying the following formula:

RGA = GA x (A/B)

where:

RGA is the revised guarantee amount applicable from the relevant Adjustment Date
GA is the Guarantee Amount that is current on the relevant Adjustment Date
A is the Index Number most recently published before the relevant Adjustment Date
B is the Index Number most recently published:

(i) before the date of the Guarantee for the first Adjustment Date; and

(ii) before the preceding Adjustment Date for every subsequent Adjustment Date

If after the formula is applied the revised Guarantee Amount will be less than the amount held at the preceding Adjustment Date, the Guarantee Amount will not be adjusted.

10.3 **Right of City to claim on Guarantee**

(a) The Developer agrees that the City may make an appropriation from the Guarantee in such amount as the City, acting reasonably, thinks appropriate if the Developer has failed to rectify any of the following within a reasonable time outlined in the

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written notice from the City, as determined by the City having regard to the nature of the breach :

(i) the Developer fails to comply with clause 4.2 of Schedule 3 of this document (provision of detailed design drawings and detailed costs estimate);

(ii) the Developer fails to comply with clause 2 of Schedule 3 (payment of Monetary Contribution);

(iii) the City allows the Developer not to complete the Public Benefits, or any part of them, in accordance with clause 6.4(a)(ii);

(iv) an Insolvency Event occurs in respect of the Developer;

(v) the Developer fails to deliver the Public Benefits in accordance with clause 6.4(b);

(vi) the Developer fails to rectify a Defect in accordance with clause 8.2 of this document;

(vii) the detailed designs for the Developer's Works are not finalised between the parties within 12 months of the date of issue of a Construction Certificate that approves the construction of any structures above the ground floor of the Development;

(viii) the Developer's Works do not reach Completion within 36 months of the date of issue of the first Construction Certificate in respect of the relevant Phase of the Development (or such later time as agreed by the City in writing); or

(ix) the City incurs any other expense or liability in exercising its rights and powers under this document.

(b) Any amount of the Guarantee appropriated by the City in accordance with clause 10.2 must be applied only towards:

(i) the costs and expenses reasonably incurred by the City rectifying any default by the Developer under this document; and

(ii) carrying out any works required to achieve the Public Benefits.

10.4 **Expenditure by the City**

If the City claims on the Guarantee to Complete the Developer's Works, then the City:

(a) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Developer's Works to ensure that those works can be carried out for an amount equal to or less than the Guarantee Amount; or

(b) may expend more than the Guarantee Amount. If the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer; and

(c) the City must provide to the Developer an itemised list of the money expended by the City with the Guarantee

10.5 **Return of Guarantee**

(a) If:

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(i) the monies secured by the Guarantee have not been expended;

(ii) the City has concurred with Completion in accordance with clause 6.3(a)(i) of this document, taking into account any approved non-completion of Public Benefits approved by clause 6.4(a) of this document; and

(iii) the City has been provided with the security for the Defects Liability Period in accordance with clause 8.1,

then the City will promptly return the Guarantee to the Developer following the issue of a notice pursuant to clause 6.3(a)(i) of this document and in any event, no later than 28 days after the date of the notice pursuant to clause 6.3(a)(i).

(b) If, following expiry of the Defects Liability Period, the City is satisfied that all defects have been rectified in accordance with clause 8 then the City must promptly return to the Developer the portion of the Guarantee retained by the City as security for the Defects Liability Period and in any event, no later than 28 days after the expiry of the Defects Liability Period.

10.6 Compulsory acquisition

If the Developer fails to transfer or dedicate the Transfer Land to the City in accordance with Schedule 3 of this document then the City may compulsorily acquire that land for the amount of $1.00 in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*. The City and the Developer agree that:

(a) this clause 10.6 is an agreement between the Developer and the City for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*;

(b) in this clause 10.6 the Developer and the City have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition; and

(c) the Developer must pay the City, promptly on demand, an amount equivalent to all costs reasonably incurred by the City in acquiring the whole or any part of the Transfer Land as contemplated by this clause 10.6.

11. DISPUTE RESOLUTION

11.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 11.

11.2 Negotiation

(a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Developer's Representative and the City's Representative for resolution. The Dispute Notice must:

(i) be in writing;

(ii) state that it is given pursuant to this clause 11; and

(iii) include or be accompanied by reasonable particulars of the Dispute including:

(A) a brief description of the circumstances in which the Dispute arose;

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(B) references to any:

(aa) provisions of this document; and

(bb) acts or omissions of any person,

relevant to the Dispute; and

(C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.

(b) Within 10 Business Days of the Referring Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative and the City's Representative must meet at least once to attempt to resolve the Dispute.

(c) The Developer's Representative and the City's Representative may meet more than once to resolve a Dispute. The Developer's Representative and the City's Representative may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

11.3 **Not use information**

The purpose of any exchange of information or documents or the making of any offer of settlement under this clause 11 is to attempt to settle the Dispute. Neither party may use any information or documents obtained through any dispute resolution process undertaken under this clause 11 for any purpose other than in an attempt to settle the Dispute.

11.4 **Condition precedent to litigation**

Subject to clause 11.5, a party must not commence legal proceedings in respect of a Dispute unless:

(a) a Dispute Notice has been given; and

(b) the Resolution Period has expired.

11.5 **Summary or urgent relief**

Nothing in this clause 11 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

12. **TAXES AND GST**

12.1 **Responsibility for Taxes**

(a) The Developer is responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this document or the Public Benefits.

(b) The Developer must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Developer is responsible under clause 12.1(a).

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12.2 **GST free supply**

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this document:

(a) no additional amount will be payable by a party on account of GST; and

(b) no tax invoices will be exchanged between the parties.

12.3 **Supply subject to GST**

To the extent that clause 12.2 does not apply to a supply made under this document, this clause 12.3 will apply.

(a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.

(b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

(c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 12.3(a) if the payment is consideration for a taxable supply.

(d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 12.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.

(e) The Developer will assume the City is not entitled to any input tax credit when calculating any amounts payable under this clause 12.3.

(f) In this document:

(i) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and

(ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

13. **DEALINGS**

13.1 **Dealing by the City**

(a) The City may Deal with its interest in this document without the consent of the Developer if the Dealing is with a Government Agency. The City must give the Developer notice of the Dealing within five Business Days of the date of the Dealing.

(b) The City may not otherwise Deal with its interest in this document without the consent of the Developer, such consent not to be unreasonably withheld or delayed.

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13.2 **Dealing by the Developer**

(a) Prior to registration of this document in accordance with clause 9, the Developer must not Deal with this document or the Land without:

(i) the prior written consent of the City; and

(ii) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on the terms reasonably required by the City.

(b) On and from registration of this document in accordance with clause 9:

(i) the Developer may Deal with this document without the consent of the City only as a result of the sale of the whole of the Land (without subdivision) to a purchaser of the Land;

(ii) the Developer may register a plan of strata subdivision, and the City consents to this document remaining registered only on the certificate of title to the common property of the strata plan upon registration of the strata plan; and

(iii) the Developer must not otherwise Deal with this document to a third party that is not a purchaser of the whole or any part of the Land without:

(A) the prior written consent of the City; and

(B) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on the terms reasonably required by the City.

(c) The Developer must pay the City's costs and expenses relating to any consent or documentation required due to the operation of this clause 13.2.

13.3 **Extinguishment or creation of interests on Transfer Land**

(a) Prior to the dedication or transfer of the Transfer Land to the City, the Developer must:

(i) extinguish all leases and licences over the Transfer Land; and

(ii) use its best endeavours to extinguish all redundant encumbrances and those that, in the City's opinion, would unreasonably impede the intended use of all or any part of the Transfer Land.

(b) The Developer must comply with any directions by the City relating to the Transfer Land, including but not limited to the creation of any encumbrances over the Transfer Land.

14. **TERMINATION**

(a) The City may terminate this document by notice in writing to the Developer if the Development Consent lapses or is surrendered by the Developer.

(b) If the City terminates this document then:

(i) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;

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(ii) the Developer must take all steps reasonably necessary to minimise any loss each party may suffer as a result of the termination of this document;

(iii) the City will return the Guarantee to the Developer within 28 days from the date of termination after first deducting any amounts owing to the City or costs reasonably incurred by the City by operation of this document. If in exercising its rights under this document the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer; and

(iv) the City will, at the Developer's cost, do all things reasonably required to remove this document from the certificate of title to the Land.

15. CONFIDENTIALITY AND DISCLOSURES

15.1 Use and disclosure of Confidential Information

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

(a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or

(b) disclose any of the Confidential Information except in accordance with clauses 15.2 or 15.3.

15.2 Disclosures to personnel and advisers

(a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:

(i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and

(ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.

(b) The receiving party:

(i) must ensure that any person to whom Confidential Information is disclosed under clause 15.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 15.2(a); and

(ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 15.2(b)(i).

15.3 Disclosures required by law

(a) Subject to clause 15.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:

(i) by law or by order of any court or tribunal of competent jurisdiction; or

(ii) by any Government Agency, stock exchange or other regulatory body.

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(b) If the receiving party is required to make a disclosure under clause 15.3(a), the receiving party must:

(i) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;

(ii) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and

(iii) if disclosure cannot be avoided:

(A) only disclose Confidential Information to the extent necessary to comply; and

(B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

15.4 **Receiving party's return or destruction of documents**

On termination of this document the receiving party must immediately:

(a) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and

(b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

15.5 **Security and control**

The receiving party must:

(a) keep effective control of the Confidential Information; and

(b) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

15.6 **Media releases**

The Developer must not issue any information, publication, document or article for publication in any media concerning this document or the Public Benefits without the City's prior written consent, which consent shall not be unreasonably withheld.

16. **NOTICES**

(a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 5 Business Days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.

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(b) A person's address and fax number are those set out in Schedule 1 for the City's Representative and the Developer's Representative, or as the person notifies the sender in writing from time to time.

17. GENERAL

17.1 Governing law

(a) This document is governed by the laws of New South Wales.

(b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

17.2 Access to information

In accordance with section 121 of the *Government Information (Public Access) Act 2009 (NSW)*, the Developer agrees to allow the City immediate access to the following information contained in records held by the Developer:

(a) information that relates directly to the delivery of the Public Benefits by the Developer;

(b) information collected by the Developer from members of the public to whom the Developer provides, or offers to provide, services on behalf of the City; and

(c) information received by the Developer from the City to enable the Developer to deliver the Public Benefits.

17.3 Liability for expenses

(a) The Developer must pay its own and the City's expenses incurred in negotiating, executing, registering, releasing, administering and enforcing this document.

(b) The Developer must pay for all reasonable costs and expenses associated with the preparation and giving of public notice of this document and the explanatory note prepared in accordance with the Regulations and for any consent the City is required to provide under this document.

17.4 Relationship of parties

(a) Nothing in this document 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.

17.5 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

17.6 Time for doing acts

(a) If:

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(i) the time for doing any act or thing required to be done; or

(ii) a notice period specified in this document,

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 5pm on the specified day, it is taken to have been done on the following Business Day.

17.7 **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 document without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

17.8 **Preservation of existing rights**

The expiration or termination of this document does not affect any right that has accrued to a party before the expiration or termination date.

17.9 **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 document for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

17.10 **Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

17.11 **Operation of this document**

(a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

(b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.

(c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

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17.12 **Operation of indemnities**

(a) Each indemnity in this document survives the expiry or termination of this document.

(b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

17.13 **Inconsistency with other documents**

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

(a) this document;

(b) any Schedule to this document; and

(c) the provisions of any other document of the Developer,

the order of precedence between them will be the order listed above, this document having the highest level of precedence.

17.14 **No fetter**

Nothing in this document in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

17.15 **Counterparts**

This document may be executed in counterparts.

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SCHEDULE 1

Agreement Details

ITEM	TERM	DESCRIPTION
1.	**Land**	Folio identifier 3/1065657 (known as 25-55 Rothschild Avenue, Rosebery NSW 2018) and folio identifier 2/566811 (known as 5-13 Rosebery Avenue, Rosebery NSW 2018)
2.	**Development**	Mixed use development involving 4 phases, 14 buildings (with residential units, retail/dual-use space and car parking), public domain (streets, public park, greenway and public access rights) and land subdivision. The total Gross Floor Area of the Development on the Land is 85,817 square metres. For the purpose of this document, **Gross Floor Area** has the meaning given to that term in the *Sydney Local Environment Plan* in effect at the date of this document.
3.	**City's Representative**	Director, City Planning, Development and Transport Address: Level 1, 456 Kent Street, Sydney NSW 2000 Fax number: 9265 9518
4.	**Developer's Representative**	Name: Director, Planning and Development Address: Level 11, 528 Kent Street, Sydney NSW 2000 Fax number: 9287 2777
5.	**Development Application**	D/2014/1962, being the masterplan development consent relating to the Land, together with all subsequent development applications or amendments to development applications that relate to the masterplan development consent.
6.	**Guarantee Amount**	Phase 1: $37,836, being the cost of the Developer's Works for Phase 1 of the Development Phase 2: $24,395, being the cost of the Developer's Works for Phase 2 of the Development. Phase 3: $31,933, being the cost of the Developer's Works for Phase 3 of the Development. Phase 4: $4,762,477, being the cost of the Developer's Works for Phase 4 of the Development.

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7.	**Guarantee Amount Due Date**	Phase 1: At least five Business Days before the first Construction Certificate is issued for Phase 1 of the Development. Phase 2: At least five Business Days before the first Construction Certificate is issued for Phase 2 of the Development. Phase 3: At least five Business Days before the first Construction Certificate is issued for Phase 3 of the Development. Phase 4: At least five Business Days before the first Construction Certificate is issued for Phase 3 of the Development.
8.	Guarantee Amount Return Date	As per Clause 10.5 of the Agreement.
9.	Maintenance of Developer's Works	As set out in Annexure A

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SCHEDULE 2

Requirements under the Act and Regulation (clause 2)

The below table summarises how this document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	**Planning instrument and/or development application** (section 93F(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a Development Application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) Yes
2.	**Description of land to which this document applies** (section 93F(3)(a) of the Act)	Item 1 of Schedule 1.
3.	**Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies** (section 93F(3)(b) of the Act)	The Development as described in clause 2.1.
4.	**The scope, timing and manner of delivery of Public Benefits required by this document** (section 93F(3)(e) of the Act)	Schedule 3 and Annexure A.
5.	**Applicability of sections 94 and 94A of the Act** (section 93F(3)(d) of the Act)	The application of sections 94 and 94A of the Act is not excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections 94 or 94A will be required to be paid.
6.	**Applicability of section 94EF of the Act** (section 93F(3)(d) of the Act)	The application of section 94EF of the Act is excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under section 94EF will not be required to be paid
7.	**Consideration of benefits under**	Benefits are to be taken into consideration in

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ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
	this document if section 94 applies (section 93F(3)(e) of the Act)	determining a development contribution under section 94 of the Act.
8.	**Mechanism for Dispute Resolution** (section 93F(3)(f) of the Act)	Clause 11
9.	**Enforcement of this document** (section 93F(3)(g) of the Act)	Clause 10
10.	**No obligation to grant consent or exercise functions** (section 93F(9) of the Act)	Clause 2.4
11.	**Registration of this document** (section 93H of the Act)	Clause 9
12.	**Whether certain requirements of this document must be complied with before a construction certificate is issued** (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note
13.	**Whether certain requirements of this document must be complied with before a subdivision certificate is issued** (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note
14.	**Whether certain requirements of this document must be complied with before an occupation certificate is issued** (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note
15.	**Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document** (clause 25E(7) of the Regulation)	Clause 2.5

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SCHEDULE 3

Public Benefits (clause 5)

1. **PUBLIC BENEFITS - OVERVIEW**

The Developer must provide the Public Benefits in accordance with Schedule 3 and this document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

	Public Benefit	Attributed Value	Due date	Additional specifications
1.	Monetary Contribution	$9,866,874	Before the issue of the first Construction Certificate for Phase 3 of the Development, subject to clause 5.2 of this document.	As set out in clause 5 of this document.
2.	Transfer Land	Phase 1: $51,900 Phase 2: $32,120 Phase 3: $40,760 Phase 4: $2,620,780	In respect of Phase 1, Phase 2 and Phase 3, the Transfer Land for each Phase must be delivered to Council after Completion of the relevant Developer's Works of each Phase, but before the issue of the first Occupation Certificate for the last residential building constructed within each Phase. In respect of Phase 4, the Transfer Land must be delivered to Council after Completion (subject to Clause 5.2) but before the issue of the first Occupation Certificate for the first residential building constructed within Phase 3.	Phase 1: An area of not less than 259.5 square metres in the location marked as Phase 1 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document. Phase 2: An area of not less than 160.6 square metres in the location marked as Phase 2 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document. Phase 3: An area of not less than 203.8 square metres in the location marked as Phase 3 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document. Phase 4: An area of not less than 13,103.9 square metres in the location marked as

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				Phase 4 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document.
3.	Developer's Works	Phase 1: $37,836 Phase 2: $24,395 Phase 3: $31,933 Phase 4 (excluding Council's Works): $4,762,477	The Developer's Works for each phase must reach Completion before the issue of the first Occupation Certificate for the last residential building constructed within each Phase. If the Developer has elected to construct the Election Works in accordance with clause 5.2 of this document then those works must reach Completion before the issue of the first Occupation Certificate for the last residential building constructed within Phase 4.	Plans and specifications showing the nature and extent of the required Developer's Works as at the date of this document are contained in Annexure A to this document. Plans and specifications showing the nature and extent of the required work to construct the Public Park and the Greenway are contained in Annexure A to this document.

2. PAYMENT OF MONETARY CONTRIBUTION

2.1 Payment

The Developer must pay the Monetary Contribution to the City in cash or by unendorsed bank cheque, and otherwise in accordance with clause 5.2 of this document.

2.2 Indexation

The Monetary Contribution will be indexed as follows for the period commencing on the date of the first stage 2 development consent to issue for a Phase of the Development subsequent to the issue of the Development Consent and ending on the date that the Monetary Contribution is paid by the Developer:

Monetary Contribution (to be provided) =

Monetary Contribution (as per item 1 of clause 1 above) x (A/B)

where:

A is the Index Number most recently published before the date the Monetary Contribution is to be paid

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B is the Index Number most recently published before the date of the stage 2 first development consent to issue for a Phase of the Development subsequent to the issue of the Development Consent.

2.3 **No trust**

Nothing in this document creates any form of trust arrangement or fiduciary duty between the City and the Developer. Following receipt of the Monetary Contribution, the City is not required to separately account for the Monetary Contribution, report to the Developer regarding expenditure of the Monetary Contribution or comply with any request by the Developer to trace the Monetary Contribution.

3. **TRANSFER LAND**

3.1 **Dedication of land – decision**

The Developer must, at its cost, take all steps required to transfer the Transfer Land to the City by the due date specified in clause 1 of Schedule 3. As part of this obligation, the Developer must confirm with the City whether the Transfer Land is to be:

(a) dedicated to the City on registration of a plan of subdivision; or

(b) transferred to the City on registration of a transfer instrument.

3.2 **Obligations on dedication**

The requirement for the Developer to dedicate the Transfer Land to the City is satisfied where a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW).

3.3 **Obligations on transfer**

(a) The requirement for the Developer to transfer the Transfer Land to the City is satisfied where:

(i) the City is given:

(A) an instrument in registrable form under the *Real Property Act 1900* (NSW) duly executed by the Developer as transferor that is effective to transfer the title to the Transfer Land to the City when executed by the City as transferee and registered;

(B) the written consent to the registration of the transfer of any person whose consent is required to that registration; and

(C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.

(b) The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

(c) The Developer must ensure that the Transfer Land is remediated to a level required for the Transfer Land to be fit for its purpose and is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for any encumbrances agreed in writing by the City in its discretion (acting reasonably).

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(d) The Developer must indemnify and agree to keep indemnified the City against all claims made against the City as a result of any Contamination in, over, under or migrating from the whole or any part of the Transfer Land but only in relation to Contamination that existed on or before the date that the Transfer Land is dedicated to the City in accordance with the requirements of this clause.

(e) The Developer warrants that as at the date of this deed the Transfer Land is not subject to any Adverse Affectation and warrants as to those matters in Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW), unless otherwise notified to and agreed by the City in writing in its absolute discretion.

4. FINAL DESIGN OF THE DEVELOPER'S WORKS

4.1 Scope of Developer's Works

As at the date of this document, the nature and extent of the required Developer's Works is set out in Annexure A to this document. The parties agree that further design refinement of the Developer's Works may be necessary, having regard to:

(a) the extent to which the design of the Developer's Works has been approved by the City;

(b) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this document;

(c) the extent of any refinement of the design of the Developer's Works permitted by this clause 3.3(e) of Schedule 3;

(d) any modification to the Development Consent made and approved under section 96 of the Act or any other development consent granted that relates to the Developer's Works; and

(e) the reasonable requirements of the City, including in regard to the Standards.

4.2 Final design of Developer's Works

(a) Within 3 months of the date of approval for the respective Stage 2 Development Application for each respective Phase (or a later time approved by the City in writing) but prior to the issue of the first Construction Certificate for above ground works for the respective Phase, the Developer must submit to the City's Representative for approval:

(i) detailed design drawings of the Developer's Works that reflect the plans and specifications set out in Annexure A; and

(ii) for Phases 1 – 3 of the Development, a detailed costs estimate (certified by a Quantity Surveyor) setting out the estimated cost of the Developer's Works.

(b) Within 30 Business Days after the City's Representative has received the detailed design drawings and detailed costs estimate, the City will inform the Developer in writing as to whether the detailed design drawings and costs estimate are approved. If the detailed design drawings or costs estimate are not approved, the City will inform the Developer in writing of what further information or modifications are required and the Developer will have a further 15 Business Days to re-submit the required information, following which the process outlined in this paragraph (b) will apply again.

(c) Regarding the costs estimate, the Developer agrees that the City may:

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(i) reject items included within the Quantity Surveyor's Assessment which are not directly related to the Developer's Works;

(ii) require substantiation for the costs of items where the amount estimated is considered by the City to be excessive;

(iii) require an adjustment to the costs estimate to reflect a variation to the design required under this clause 4.2 of Schedule 3.

(d) If the Developer:

(i) fails to prepare the detailed design drawings or detailed costs estimate; or

(ii) does not provide further information or modify the detailed design drawings or detailed costs estimate,

in accordance with this clause 4.2 of Schedule 3, then the City may exercise its rights under clause 10 of this document in order to carry out the Developer's Works itself at the cost of the Developer.

(e) The Developer agrees that the value of the Developer's Works may be adjusted following completion of the process set out in this clause 4.2 of Schedule 3. The Developer acknowledges that the scope of the Developer's Works will not change or reduce if the costs required to complete those works is greater than the amount estimated at the date of this document.

4.3 **Preparation of and changes to construction design drawings**

(a) Following approval of the detailed design drawings by the City in accordance with clause 4.2 of Schedule 3, the Developer must promptly:

(i) prepare construction design drawings that comply with the detailed design drawings; and

(ii) provide the City with a copy of the construction design drawings.

(b) The City, acting reasonably, may by written notice to the Developer at any time, approve, vary or direct the Developer to vary the construction design drawings so that the Developer's Works reflect:

(i) the Standards;

(ii) a departure or discrepancy from the plans approved under clause 4.2 of Schedule 3; or

(iii) any other standard or specification for materials or methodology for carrying out works that is adopted by the City from time to time, provided that any direction given under this clause 4.3(b)(iii) of Schedule 3 does not significantly increase:

(A) the cost of that element of the Developer's Works; or

(B) the complexity of implementation of the Developer's Works that may lead to a significant delay in the completion of the Developer's Works.

(c) Within 20 Business Days of receiving a notice from the City under clause 4.3(b) of Schedule 3, the Developer must:

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(i) to the extent practicable, use reasonable endeavours to comply with the notice given by the City; or

(ii) if the Developer determines that the notice given by the City is unreasonable or impracticable, notify a dispute in accordance with clause 11 of this document.

If the Developer does not provide any response during the 20 Business Days after receiving a notice from the City under clause 4.3(b) of Schedule 3, it is deemed that the Developer accepts the notice given by the City and will take all steps required to comply with the notice.

(d) The City does not assume or owe any duty of care to the Developer in reviewing any design drawings submitted to it under this clause 3.3(e) of Schedule 3 or for any errors, omissions or non-compliance with this document.

(e) No participation by the City in the development of, the review of, or comments on any design drawings submitted by the Developer will lessen or otherwise affect the Developer's obligations under this document or constitute an acknowledgement by the City that the Developer has complied with its obligations under this document.

5. CONSTRUCTION OF DEVELOPER'S WORKS

5.1 Insurance

(a) From commencement of the Developer's Works until expiration of the Defects Liability Period, the Developer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances held with an insurer licensed by the Australian Prudential Regulation Authority or holding an investment grade rating from Standard & Poors, Moody's or Fitch:

(i) worker's compensation insurance or registrations as required by Laws;

(ii) public liability insurance written on an occurrence basis with a limit of indemnity of not less than $20,000,000 covering all aspects of the Developer's Works;

(iii) construction works insurance in relation to the Developer's Works; and

(iv) motor vehicle third party cover with a limit of indemnity of not less than $20 million for each and every occurrence.

(b) The Developer must submit a copy of all certificates of insurance to the City:

(i) prior to commencing construction of the Developer's Works; and

(ii) promptly following a written request by the City, provided that such a request is not made more than twice in any 12 month period.

5.2 Approvals and consents

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the City or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Works, the Developer must give to the City copies of all approvals and consents for the Developer's Works, other than the Development Consent.

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5.3 **Construction work**

The Developer must, at its cost:

(a) carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works, including any approval given by the City under this document;

(b) ensure that all Developer's Works are constructed in a good and workmanlike manner, in accordance with the plans approved under this document so that the Developer's Works are structurally sound, fit for purpose and suitable for their intended use;

(c) ensure that the Developer's Works are Complete by the due date specified in clause 1 of Schedule 3 and promptly after becoming aware advise the City's Representative of any significant delays in completing the Developer's Works or delays that may impact the delivery of the Public Benefits by the due date specified in Item 1 of Schedule 3; and

(d) comply with all reasonable directions of the City in respect to construction of the Developer's Works.

5.4 **Inspections by the City**

The City, as a party to this document and not in its role as a Government Agency, may:

(a) inspect the Developer's Works during the course of construction at reasonable times and on reasonable notice; and

(b) notify the Developer's Representative of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of an inspection.

Any failure by the City to identify a Defect, error or omission will not be construed as amounting to an acceptance by the City of the Defect, error or omission.

6. **STANDARDS**

The following list of Standards are included for information purposes only, and as a guide to the relevant standards for the general nature of the work identified as Developer's Works in this document. The City makes no representation or warranty as to the currency of the standards identified, or their application on the final design of the Developer's Works. The Developer must make its own enquiries regarding whether any standard has been replaced or supplemented. In the event that an Australian Standard prescribed a different level of material, finish, work or workmanship than those contained in a City standard, then the higher of the two standards will apply. If there is a conflict between City standards then the Developer must request the City nominate the correct and applicable City standard. The City's decision as to the applicable standard is final.

Relevant Australian Standards – Verge Works, Through site links

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures

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- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 1743 Road signs
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 4282 Design for Access and Mobility
- As 4454 Composts, soil conditioners and mulches

Relevant Australian Standards – Roads (including pedestrian areas)

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 4282 Design for Access and Mobility
- AS 1742 Manual of uniform traffic control devices
- AS 1743 Road Signs

City Standards (All Works)

- City of Sydney Contaminated Lands DCP 2004
- Interim draft Sydney Street Design Code
- Interim draft Sydney Lights Design Code
- City of Sydney Access Policy

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- City of Sydney – SSCC – Construction Specification for Civil Works Design and Construction 2010
- City of Sydney Street Tree Master Plan 2011
- Stormwater Drainage Strategy for mid block (prepared by Webb McKeown consulting engineers)

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EXECUTED as a deed.

Signed, sealed and delivered for **THE COUNCIL OF THE CITY OF SYDNEY ABN 22 636 550 790** by its duly authorised officer, in the presence of:

Signature of witness

Alisa Nicholson

Name

456 Kent Street, Sydney NSW 2000

Address of witness

Signature of officer

GRAHAM JAHN

Name of officer

DIRECTOR CITY PLANNING

Position of officer

EXECUTED by **KARIMBLA PROPERTIES (NO.49) PTY LTD ABN 89 168 601 223** in accordance with s127(1) of the Corporations Act 2001 (Cth):

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

Signature of director

DAVID CREMONA

Name

Signature of director/~~secretary~~

JAMES SIALEPIS

Name

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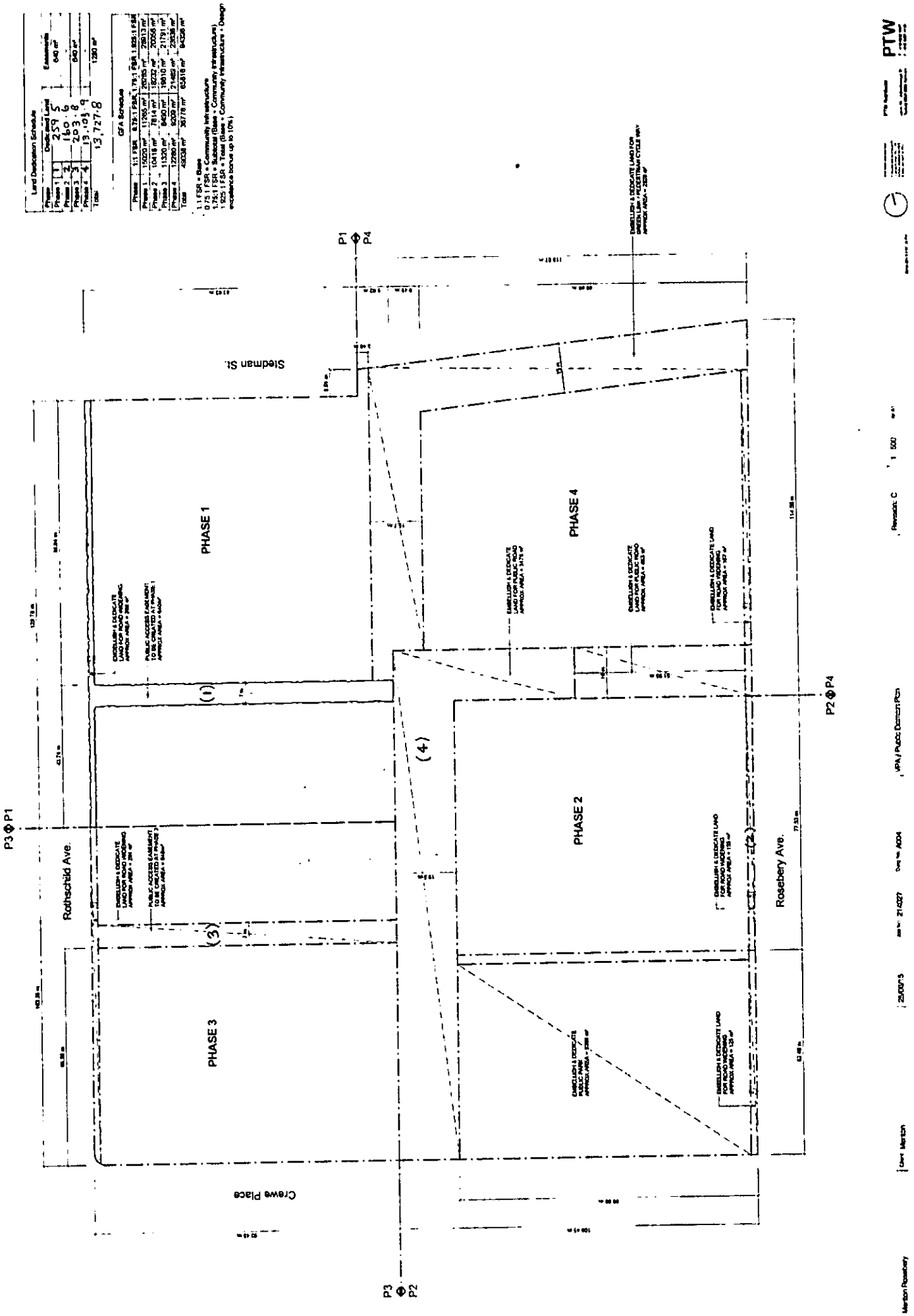
ANNEXURE A

Public Benefits – additional plans and specifications

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Land dedication plan (number A004)

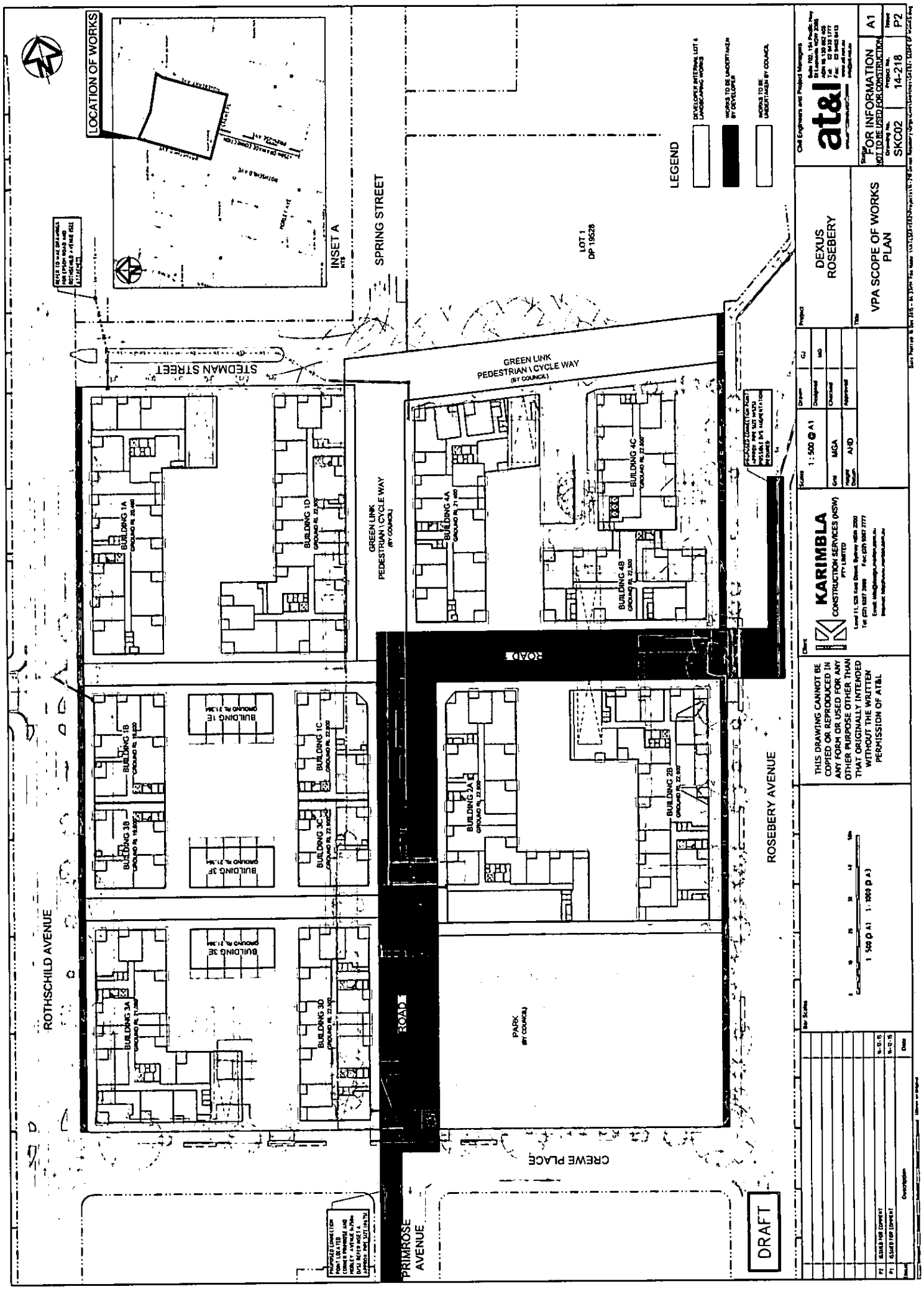
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VPA scope of works plan (project 14-28, drawing number SKC02)

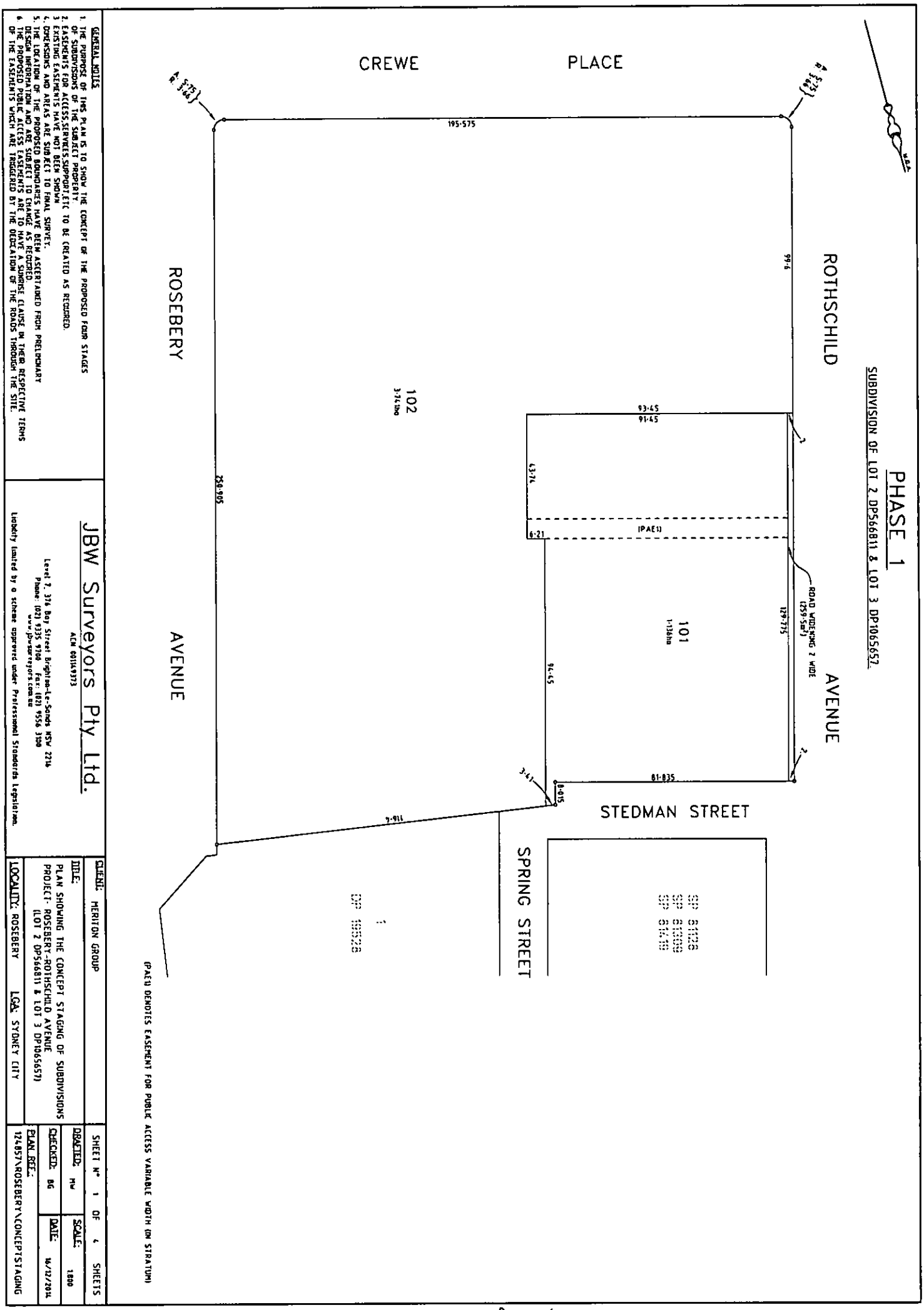
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Draft plan of subdivision (plan reference 124857/ROSEBERY/CONCEPT STAGING)

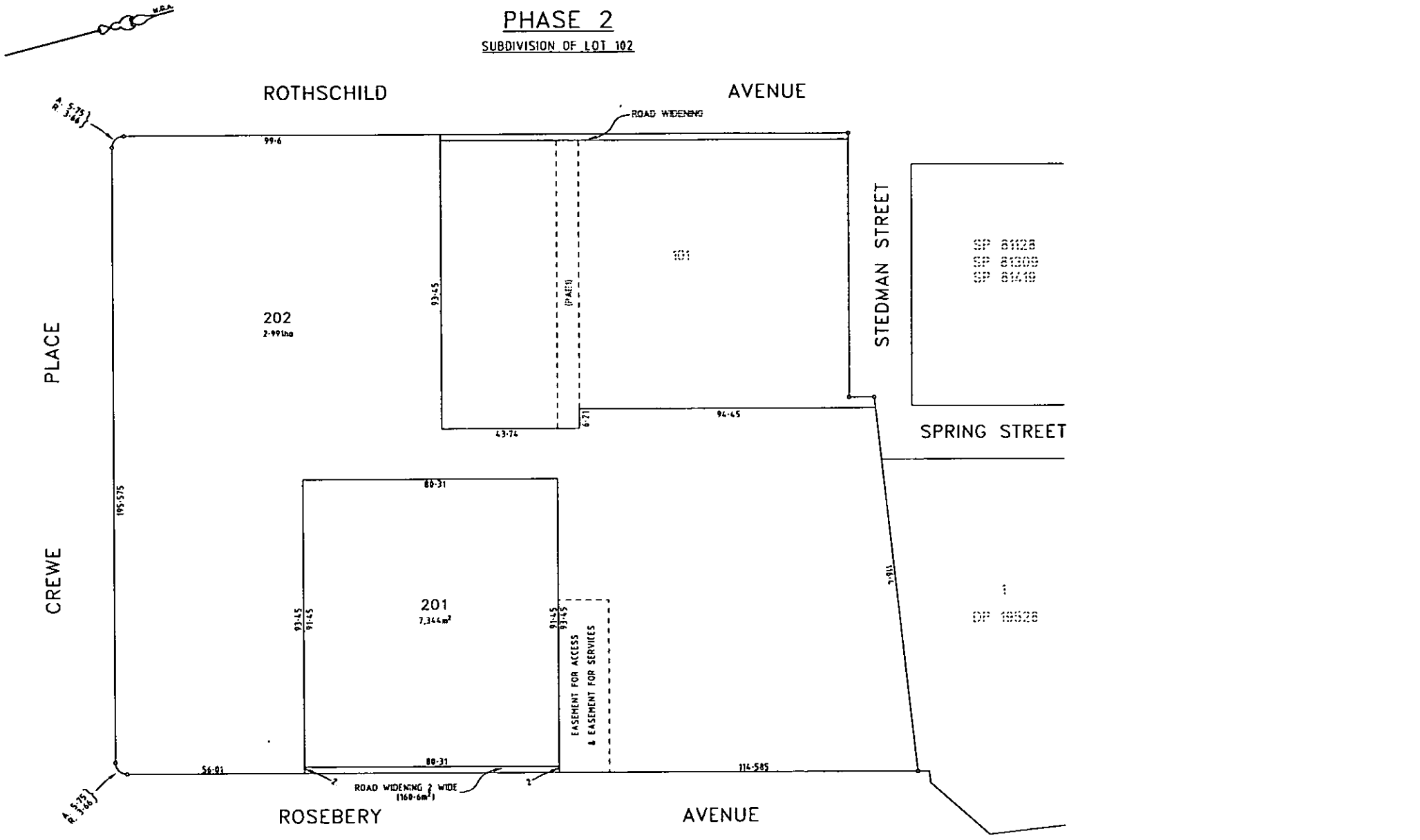
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PHASE 2

SUBDIVISION OF LOT 102



GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE CONCEPT OF THE PROPOSED FOUR STAGES OF SUBDIVISIONS OF THE SUBJECT PROPERTY.
2. EASEMENTS FOR ACCESS,SERVICES,SUPPORT,ETC TO BE CREATED AS REQUIRED.
3. EXISTING EASEMENTS HAVE NOT BEEN SHOWN.
4. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.
5. THE LOCATION OF THE PROPOSED BOUNDARIES HAVE BEEN ASCERTAINED FROM PRELIMINARY DESIGN INFORMATION AND ARE SUBJECT TO CHANGE AS REQUIRED.
6. THE PROPOSED PUBLIC ACCESS EASEMENTS ARE TO HAVE A SUNRISE CLAUSE IN THEIR RESPECTIVE TERMS OF THE EASEMENTS WHICH ARE TRIGGERED BY THE DEDICATION OF THE ROADS THROUGH THE SITE.

JBW Surveyors Pty Ltd.
ACN 001149373
Level 7, 376 Bay Street Brighton-Le-Sands NSW 2216
Phone: (02) 9335 9700 Fax: (02) 9556 3100
www.jbwsurveyors.com.au
Liability limited by a scheme approved under Professional Standards Legislation.

CLIENT: MERITON GROUP

TITLE: PLAN SHOWING THE CONCEPT STAGING OF SUBDIVISIONS
PROJECT: ROSEBERY-ROTHSCHILD AVENUE
(LOT 2 DP566811 & LOT 3 DP1065657)

LOCALITY: ROSEBERY LGA: SYDNEY CITY

SHEET N° 2 OF 4 SHEETS

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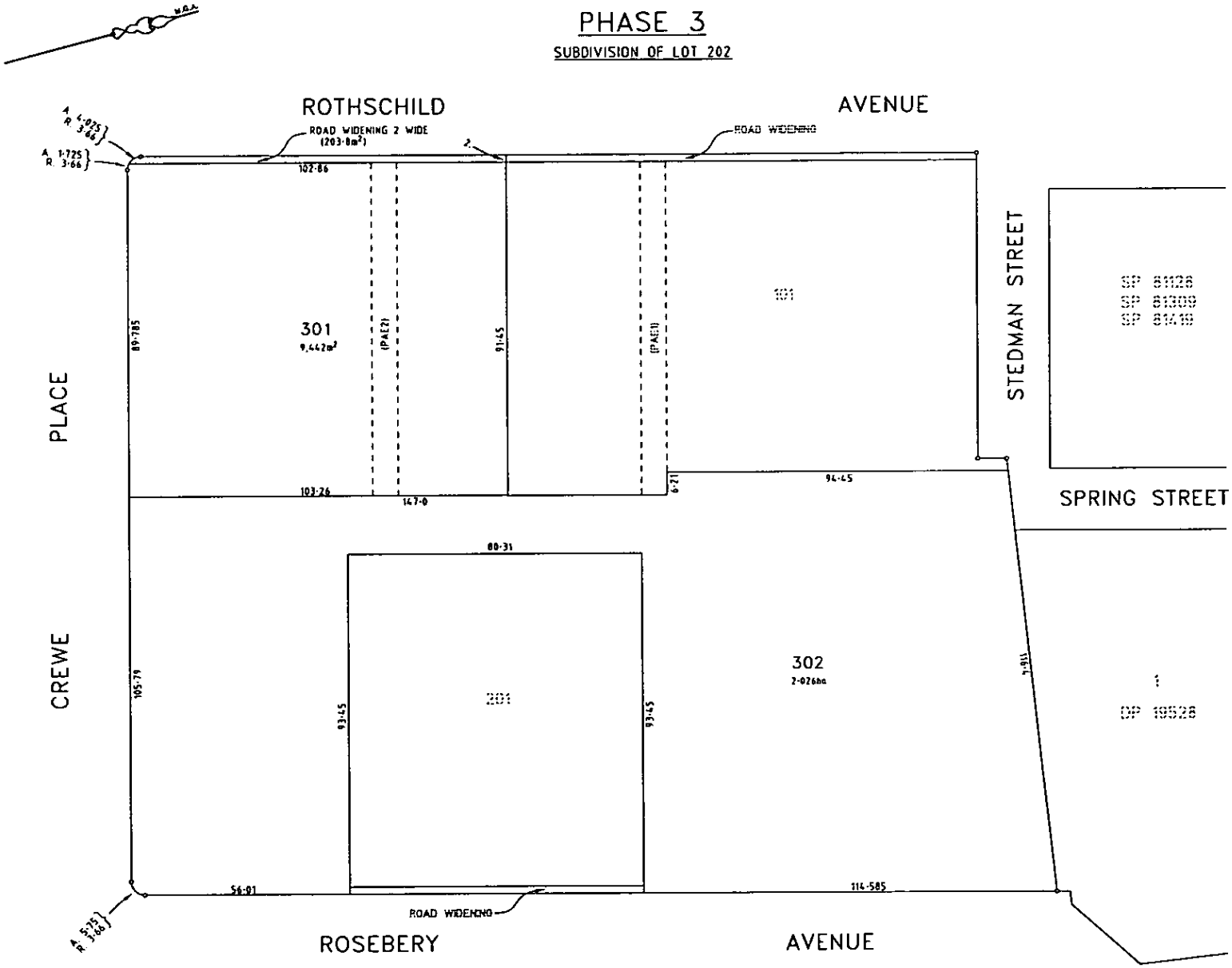
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PLAN REF.: 124857\ROSEBERY\CONCEPTSTAGING

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PHASE 3

SUBDIVISION OF LOT 202



(PAE1) DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (IN STRATUM)
(PAE2) DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (IN STRATUM)

GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE CONCEPT OF THE PROPOSED FOUR STAGES OF SUBDIVISIONS OF THE SUBJECT PROPERTY.
2. EASEMENTS FOR ACCESS,SERVICES,SUPPORT,ETC TO BE CREATED AS REQUIRED.
3. EXISTING EASEMENTS HAVE NOT BEEN SHOWN
4. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.
5. THE LOCATION OF THE PROPOSED BOUNDARIES HAVE BEEN ASCERTAINED FROM PRELIMINARY DESIGN INFORMATION AND ARE SUBJECT TO CHANGE AS REQUIRED.
6. THE PROPOSED PUBLIC ACCESS EASEMENTS ARE TO HAVE A SUNRISE CLAUSE IN THEIR RESPECTIVE TERMS OF THE EASEMENTS WHICH ARE TRIGGERED BY THE DEDICATION OF THE ROADS THROUGH THE SITE

JBW Surveyors Pty Ltd.
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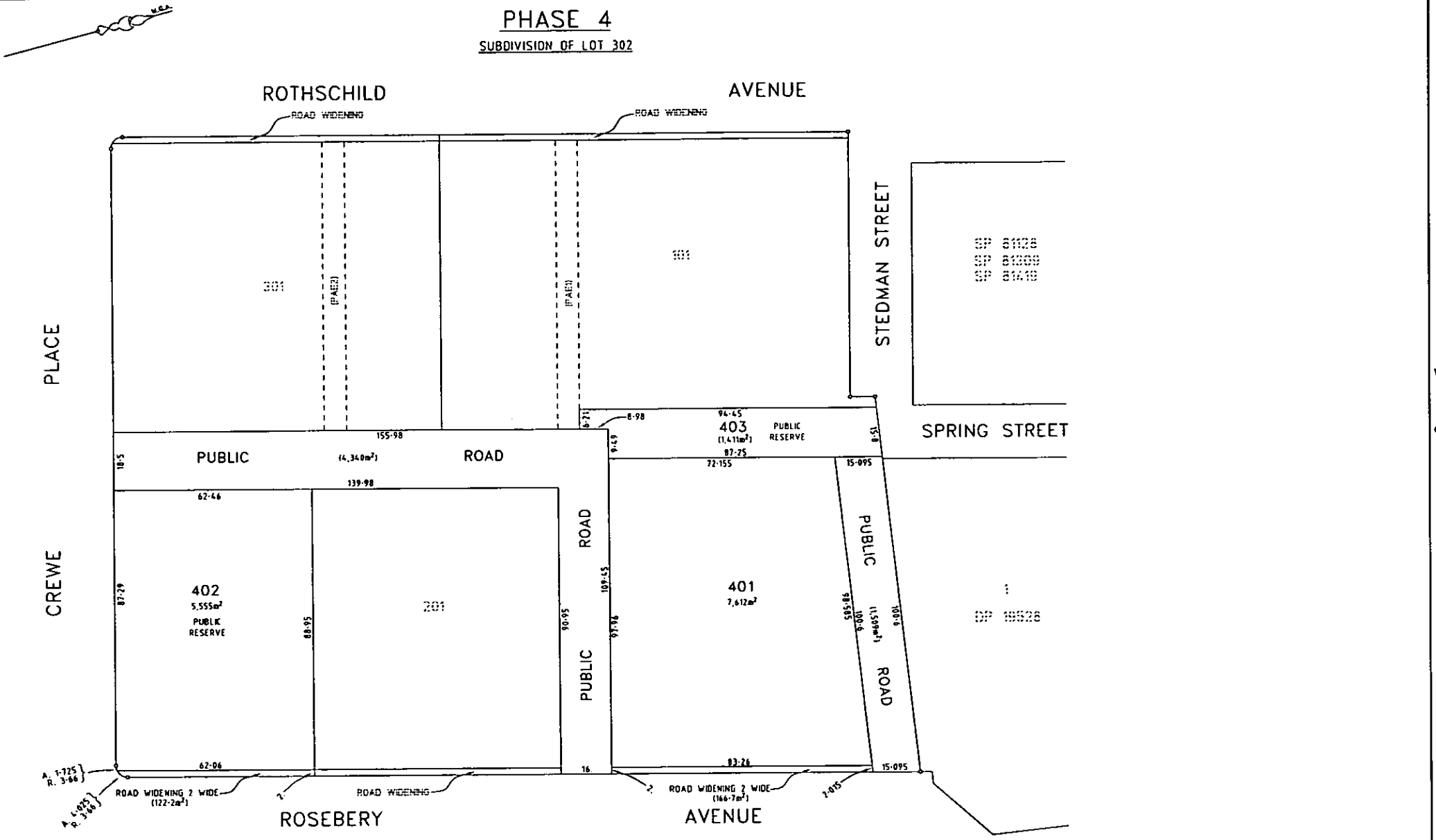
CLIENT: MERITON GROUP	SHEET N° 3 OF 4 SHEETS
TITLE: PLAN SHOWING THE CONCEPT STAGING OF SUBDIVISIONS PROJECT: ROSEBERY-ROTHSCHILD AVENUE (LOT 2 DP566811 & LOT 3 DP1065657)	DRAFTED: MW SCALE: 1:800
	CHECKED: BG DATE: 16/12/2014
LOCALITY: ROSEBERY LGA: SYDNEY CITY	PLAN REF.: 124857\ROSEBERY\CONCEPTSTAGING

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PHASE 4

SUBDIVISION OF LOT 302



(PAE1) DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (IN STRATUM)
(PAE2) DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (IN STRATUM)

GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE CONCEPT OF THE PROPOSED FOUR STAGES OF SUBDIVISIONS OF THE SUBJECT PROPERTY
2. EASEMENTS FOR ACCESS,SERVICES,SUPPORT,ETC TO BE CREATED AS REQUIRED.
3. EXISTING EASEMENTS HAVE NOT BEEN SHOWN
4. DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY
5. THE LOCATION OF THE PROPOSED BOUNDARIES HAVE BEEN ASCERTAINED FROM PRELIMINARY DESIGN INFORMATION AND ARE SUBJECT TO CHANGE AS REQUIRED
6. THE PROPOSED PUBLIC ACCESS EASEMENTS ARE TO HAVE A SUNRISE CLAUSE IN THEIR RESPECTIVE TERMS OF THE EASEMENTS WHICH ARE TRIGGERED BY THE DEDICATION OF THE ROADS THROUGH THE SITE.

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CLIENT: MERITON GROUP

TITLE: PLAN SHOWING THE CONCEPT STAGING OF SUBDIVISIONS
PROJECT: ROSEBERY-ROTHSCHILD AVENUE
(LOT 2 DP566811 & LOT 3 DP1065657)

LOCALITY: ROSEBERY LGA: SYDNEY CITY

SHEET N° 4 OF 4 SHEETS
DRAFTED: WDT
SCALE: 1:800
CHECKED: WDT
DATE: 17/12/2015
PLAN REF.: 124857\ROSEBERY\CONCEPTSTAGING (REV 1)

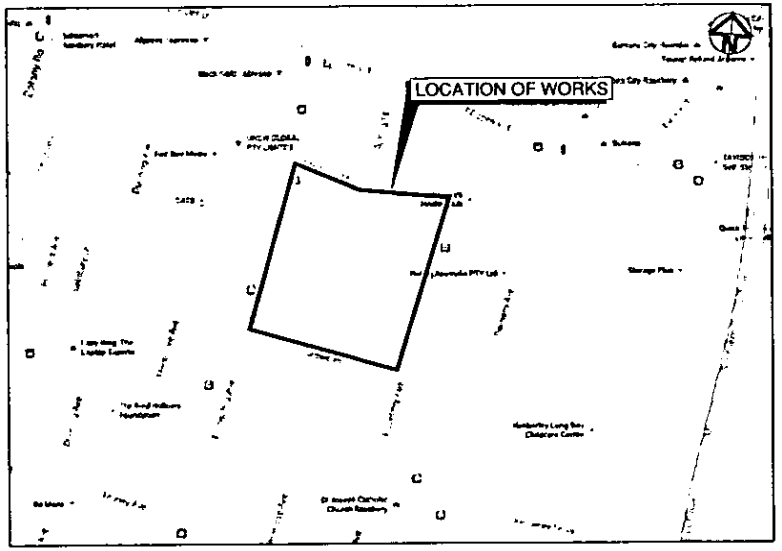
Req:R051796 /Doc:DL AK298699 /Rev:01-Apr-2016 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:59 of 95
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Civil works package (project number 14-218, drawing numbers DAC001DAC002, DAC005 – DAC008, DAC011 – DAC017, DAC021, DAC030, DAC035, DAC036, DAC040, DAC051, DAC052 – DAC054, DAC061 and DAC062)

DEXUS ROSEBERY
DEVELOPMENT APPLICATION
CIVIL WORKS PACKAGE

DRAWING LIST

DAC001	COVER SHEET AND LOCALITY PLAN
DAC002	GENERAL NOTES AND LEGENDS
DAC005	SITE CROSS SECTIONS SHEET 1
DAC006	SITE CROSS SECTIONS SHEET 2
DAC007	TYPICAL CROSS SECTIONS
DAC008	GENERAL ARRANGEMENT PLAN
DAC011	SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 1
DAC012	SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 2
DAC013	SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 3
DAC014	SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 4
DAC015	SITEWORKS DETAILS
DAC016	STORMWATER DETAILS SHEET 1
DAC017	STORMWATER DETAILS SHEET 2
DAC021	ROAD LONGITUDINAL SECTIONS SHEET 1
DAC030	PAVEMENT PLAN
DAC035	SIGNAGE AND LINEMARKING PLAN SHEET 1
DAC036	SIGNAGE AND LINEMARKING PLAN SHEET 2
DAC040	SEDIMENTATION AND EROSION CONTROL PLAN
DAC051	SERVICES CO-ORDINATION PLAN SHEET 1
DAC052	SERVICES CO-ORDINATION PLAN SHEET 2
DAC053	SERVICES CO-ORDINATION PLAN SHEET 3
DAC054	SERVICES CO-ORDINATION PLAN SHEET 4
DAC061	TURNING PATH PLAN SHEET 1
DAC062	TURNING PATH PLAN SHEET 2



LOCALITY PLAN
NTS

Issue	Description	Date
C	RE-ISSUED FOR DA	15-10-15
B	RE-ISSUED FOR DA	29-07-15
A	ISSUED FOR DA	15-07-15

Bar Scales

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Client: KARIMBLA CONSTRUCTION SERVICES (NSW) PTY LIMITED
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Scales	NTS	Drawn	AH
		Designed	MG
Grid		Checked	MG
Height Datum		Approved	

Project: DEXUS ROSEBERY

Title: COVER SHEET AND LOCALITY PLAN

Civil Engineers and Project Managers
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Status: FOR INFORMATION NOT TO BE USED FOR CONSTRUCTION

Drawing No.	Project No.	Issue
DAC001	14-218	C

A1

Date Plotted: 15 OCT 2015 - 08:18AM File Name: V:\14-218\Design\Civil\Drawings\DAC001.dwg

Page 60 of 95

Req:R051796 /Doc:DL AK298699 /Rev:01-Apr-2016 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:60 of 95
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SITEWORKS NOTES

1 ORIGIN OF LEVELS - REFER SURVEY NOTES

2 CONTRACTOR MUST VERIFY ALL DIMENSIONS AND EXISTING LEVELS ON SITE PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES TO BE REPORTED TO AT & L

3 MAKE SMOOTH CONNECTION WITH EXISTING WORKS

4 ALL TRENCH BACKFILL MATERIAL SHALL BE COMPACTED TO THE SAME DENSITY AS THE ADJACENT MATERIAL

5 ALL SERVICE TRENCHES UNDER VEHICULAR PAVEMENTS SHALL BE BACKFILLED WITH SAND TO 300mm ABOVE PIPE. WHERE PIPE IS UNDER PAVEMENTS BACKFILL REMAINDER OF TRENCH TO UNDERSIDE OF PAVEMENT WITH SAND OR APPROVED GRANULAR MATERIAL COMPACTED IN 150mm LAYERS TO MINIMUM 98% MODIFIED MAXIMUM DRY DENSITY IN ACCORDANCE WITH AS 1289 5.2.1 (OR A DENSITY INDEX OF NOT LESS THAN 75)

6 PROVIDE 10mm WIDE EXPANSION JOINTS BETWEEN BUILDINGS AND ALL CONCRETE OR UNIT PAVEMENTS

7 ASPHALTIC CONCRETE SHALL CONFORM TO R T A SPECIFICATION R76

8 ALL BASECOURSE MATERIAL SHALL BE IGNEOUS ROCK QUARRIED MATERIAL TO COMPLY WITH R T A FORM 3051 (UNBOUND) R T A FORM 3052 (BOUND) COMPACTED TO MINIMUM 98% MODIFIED DENSITY IN ACCORDANCE WITH AS 1289 5.2.1 FREQUENCY OF COMPACTION TESTING SHALL NOT BE LESS THAN 1 TEST PER 50m² OF BASECOURSE MATERIAL PLACED

9 ALL SUB-BASE COURSE MATERIAL SHALL BE IGNEOUS ROCK QUARRIED MATERIAL TO COMPLY WITH R T A FORM 3051, 3051.1 AND COMPACTED TO MINIMUM 95% MODIFIED DENSITY IN ACCORDANCE WITH AS 1289 5.2.1 FREQUENCY OF COMPACTION TESTING SHALL NOT BE LESS THAN 1 TEST PER 50m² OF SUB-BASE COURSE MATERIAL PLACED

10 AS AN ALTERNATIVE TO THE USE OF IGNEOUS ROCK AS A SUB-BASE MATERIAL OR AN A CERTIFIED RECYCLED CONCRETE MATERIAL COMPLYING WITH R T A FORM 3051 AND 3051.1 WILL BE CONSIDERED SUBJECT TO MATERIAL SAMPLES AND APPROPRIATE CERTIFICATIONS BEING PROVIDED TO THE SATISFACTION OF AT & L

11 SHOULD THE CONTRACTOR WISH TO USE A RECYCLED PRODUCT THIS SHALL BE CLEARLY INDICATED IN THEIR TENDER AND THE PRICE DIFFERENCE BETWEEN AN IGNEOUS PRODUCT AND A RECYCLED PRODUCT SHALL BE CLEARLY INDICATED

12 WHERE NOTED ON THE DRAWINGS THAT WORKS ARE TO BE CARRIED BY OTHERS, (eg ADJUSTMENT OF SERVICES), THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CO-ORDINATION OF THESE WORKS

13 ALL SERVICE FITTINGS AND LIDS TO BE ADJUSTED TO SUIT NEW LEVELS IN ACCORDANCE WITH COUNCIL AND AUTHORITY REQUIREMENTS

STORMWATER DRAINAGE NOTES

1 STORMWATER DESIGN CRITERIA
(a) AVERAGE RECURRENCE INTERVAL
100 YEARS ROOFED AREAS TO SURCHARGE PIT
10 YEARS EXTERNAL PAVEMENTS
(b) RAINFALL INTENSITIES
TIME OF CONCENTRATION 5 MINUTES
100 YEARS= 294.5 mm/hr
10 YEARS= 218.7 mm/hr
(c) RUNOFF COEFFICIENTS
ROOF AREAS C_{100} =1.0 C_{10} =1.0
EXTERNAL PAVEMENTS C_{100} =1.0 C_{10} =1.0

2 PIPES 300 DIA AND LARGER TO BE REINFORCED CONCRETE CLASS 4 APPROVED SPIGOT AND SOCKET WITH RUBBER RING JOINTS U.N.O

3 PIPES UP TO 300 DIA SHALL BE SEWER GRADE uPVC WITH SOLVENT WELDED JOINTS

4 EQUIVALENT STRENGTH VCP OR FRC PIPES MAY BE USED

5 ALL STORMWATER DRAINAGE LINES UNDER PROPOSED BUILDING SLABS TO BE uPVC PRESSURE PIPE GRADE 6. ENSURE ALL VERTICALS AND DOWNPIPES ARE uPVC PRESSURE PIPE, GRADE 6 FOR A MIN OF 3.0m IN HEIGHT

6 PIPES TO BE INSTALLED TO TYPE H3.3 (ROAD) H1.2 (LOTS) SUPPORT IN ACCORDANCE WITH AS 3725 (1989) IN ALL CASES BACKFILL TRENCH WITH SAND TO 300mm ABOVE PIPE. WHERE PIPE IS UNDER PAVEMENTS BACKFILL REMAINDER OF TRENCH TO UNDERSIDE OF PAVEMENT WITH SAND OR APPROVED GRANULAR MATERIAL COMPACTED IN 150mm LAYERS TO MINIMUM 98% STANDARD MAXIMUM DRY DENSITY IN ACCORDANCE WITH AS 1289 5.2.1 (OR A DENSITY INDEX OF NOT LESS THAN 75)

7 ALL INTERNAL WORKS WITHIN PROPERTY BOUNDARIES ARE TO COMPLY WITH THE REQUIREMENTS OF AS 3500.3.1 (1998) AND AS/NZS 3500.3.2 (1998)

8 PRECAST PITS MAY BE USED EXTERNAL TO THE BUILDING SUBJECT TO APPROVAL BY AT & L

9 ENLARGERS, CONNECTIONS AND JUNCTIONS TO BE PREFABRICATED FITTINGS WHERE PIPES ARE LESS THAN 300 DIA

10 WHERE SUBSOIL DRAINS PASS UNDER FLOOR SLABS AND VEHICULAR PAVEMENTS, UNSLOTTED uPVC SEWER GRADE PIPE IS TO BE USED

11 CARE IS TO BE TAKEN WITH LEVELS OF STORMWATER LINES. GRADES SHOWN ARE NOT TO BE REDUCED WITHOUT APPROVAL

12 GRATES AND COVERS SHALL CONFORM TO AS 3996

13 ALL INTERNAL PIT DIMENSIONS TO CONFORM TO AS3500.3 TABLE 8.2

14 AT ALL TIMES DURING CONSTRUCTION OF STORMWATER PITS, ADEQUATE SAFETY PROCEDURES SHALL BE TAKEN TO ENSURE AGAINST THE POSSIBILITY OF PERSONNEL FALLING DOWN PITS

15 ALL EXISTING STORMWATER DRAINAGE LINES AND PITS THAT ARE TO REMAIN ARE TO BE INSPECTED AND CLEANED DURING THIS PROCESS ANY PART OF THE STORMWATER DRAINAGE SYSTEM THAT WARRANTS REPAIR SHALL BE REPORTED TO THE SUPERINTENDENT/ENGINEER FOR FURTHER DIRECTIONS

KERBING NOTES

1 ALL CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 25 MPa U.N.O. IN REINFORCED CONCRETE NOTED

2 ALL KERBS, GUTTERS, DISH DRAINS AND CROSSINGS TO BE CONSTRUCTED ON 100mm GRANULAR BASECOURSE COMPACTED TO MINIMUM 95% MODIFIED DRY DENSITY (AS 1289 5.2.1)

3 EXPANSION JOINTS @ 6 TO BE FORMED FROM 10mm COMPRESSIBLE CORK FILLER BOARD FOR THE FULL DEPTH OF THE SECTION AND CUT TO PROFILE. EXPANSION JOINTS TO BE LOCATED AT DRAINAGE PITS, ON TANGENT POINTS OF CURVES AND ELSEWHERE AT MAX 12m CENTRES EXCEPT FOR INTEGRAL KERBS WHERE THE EXPANSION JOINTS ARE TO MATCH THE JOINT LOCATIONS IN THE SLABS

4 WEAKENED PLANE JOINTS TO BE 75th 3mm WIDE AND LOCATED AT 3m CENTRES EXCEPT FOR INTEGRAL KERBS WHERE THE WEAKENED PLANE JOINTS ARE TO MATCH THE JOINT LOCATIONS IN THE SLABS

5 BROOMED FINISH TO ALL RAMPED AND VEHICULAR CROSSINGS. ALL OTHER KERBING OR DISH DRAINS TO BE STEEL FLOAT FINISHED

6 IN THE REPLACEMENT OF KERB AND GUTTER -
EXISTING ROAD PAVEMENT IS TO BE SAWCUT 900mm U.N.O FROM THE LIP OF GUTTER UPON COMPLETION OF THE NEW KERB AND GUTTER
NEW BASECOURSE AND SURFACE TO BE LAID 600mm WIDE U.N.O

EXISTING ALLOTMENT DRAINAGE PIPES ARE TO BE BUILT INTO THE NEW KERB AND GUTTER WITH 100mm DIA HOLE

EXISTING KERB AND GUTTER IS TO BE COMPLETELY REMOVED WHERE NEW KERB AND GUTTER IS SHOWN

SURVEY NOTES

THE EXISTING SITE CONDITIONS SHOWN ON THE FOLLOWING DRAWINGS HAVE BEEN INVESTIGATED BY JBW SURVEYORS PTY LTD, BEING REGISTERED SURVEYORS. THE INFORMATION IS SHOWN TO PROVIDE A BASIS FOR DESIGN. AT & L DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE SURVEY BASE OR ITS SUITABILITY AS A BASIS FOR CONSTRUCTION DRAWINGS

SHOULD DISCREPANCIES BE ENCOUNTERED DURING CONSTRUCTION BETWEEN THE SURVEY DATA AND ACTUAL FIELD DATA CONTACT AT & L

THE FOLLOWING NOTES HAVE BEEN TAKEN DIRECTLY FROM THE ORIGINAL SURVEY DOCUMENTS

GENERAL NOTES

CAD DIGITAL DATA JBW SURVEYORS PTY LTD

THE INFORMATION SUPPLIED IN THIS DATA FILE IS SUPPLIED ON THE CONDITION THAT THESE GENERAL NOTES ARE ALWAYS STORED WITH THE SUPPLIED CAD DRAWING. IF THE DATA IS PROVIDED TO ANY PARTY ON ANY FORM OF HARD COPY OR COMPUTER MEDIA THEN THESE GENERAL NOTES WILL ALSO BE A PART OF THAT HARD MEDIA COPY OR COMPUTER MEDIA DATA.

ORIGIN OF LEVELS (SCIMS-DATED 02/09/2014)
SSM 49316 RL 22.672 A.H.D. VIDE SCIMS

THE GRID SYSTEM SHOWN RELATES TO THE MAPPING GRID OF AUSTRALIA (MGA). THE ORIGIN OF WHICH IS
SSM 49316 E=334 377.278 N=6245 948.368 CLASS B ORDER 2
SSM 130508 E=334 289.254 N=6245 855.953 CLASS B ORDER 2
AS SUPPLIED BY SCIMS DATED 02/09/2014

THE SUBJECT PROPERTY BOUNDARIES HAVE BEEN SURVEYED AND ARE SUBJECT TO LODGEMENT AND REGISTRATION AT THE LPI OF A PLAN OF REDEFINITION

THE BOUNDARIES SHOULD BE SURVEYED AND MARKED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION WORK

IMPROVEMENTS AND FEATURES SHOWN ON OR NEAR THE BOUNDARIES ARE INDICATIVE ONLY

THE POSITION OF IMPROVEMENTS AND FEATURES HAVE BEEN LOCATED FOR PLOTTING PURPOSES ONLY

VISIBLE SERVICES THAT HAVE BEEN SURVEYED ARE DENOTED BY ABBREVIATIONS THAT ARE REFERENCED IN THE SYMBOLS TABLE

SERVICES THAT ARE DENOTED "DBYD" HAVE BEEN PLOTTED FROM INFORMATION PROVIDED FROM DIAL BEFORE YOU DIG AND HAVE NOT BEEN SURVEYED

UNDERGROUND SERVICES THAT ARE OF A CRITICAL NATURE SHOULD BE EXPOSED AND THEIR POSITION SURVEYED

CONTOURS HAVE BEEN INTERPOLATED FROM SPOT HEIGHTS CONTOURS ARE AT 0.5 METRE INTERVALS

NOTE (1)
EASEMENTS BENEFITING THE SUBJECT PROPERTY WITHIN STEDMAN STREET HAVE NOT BEEN SHOWN

(a) (i) DENOTES RIGHT OF WAY 9.835 WIDE & VARIABLE WIDTH (DP746571)
(b) DENOTES EASEMENT TO DRAIN WATER 3.0% WIDE (H81178)
(b) (i) DENOTES RIGHT OF WAY VARIABLE WIDTH (DP746571)
(w) DENOTES EASEMENT OVER EXISTING LINE OF PIPES FOR DRAINAGE OF STORMWATER (APPROX. POSITION ONLY) (DP746571)

BULK EARTHWORKS NOTES

1 ORIGIN OF LEVELS REFER SURVEY NOTES

2 STRIP ALL TOPSOIL/ORGANIC MATERIAL FROM CONSTRUCTION AREA AND REMOVE FROM SITE OR STOCK PILE AS DIRECTED BY SUPERINTENDENT

3 EXCAVATED MATERIAL TO BE USED AS STRUCTURAL FILL PROVIDED THE PLACEMENT MOISTURE CONTENT OF THE MATERIAL IS +/- 2% OF THE OPTIMUM MOISTURE CONTENT

4 COMPACT FILL AREAS AND SUBGRADE TO NOT LESS THAN

LOCATION	STANDARD DRY DENSITY (AS 1289 5.1.1)
UNDER BUILDING SLABS ON GROUND	98%
UNDER ROADS AND CARPARKS	98%
LANDSCAPED AREAS UNLESS NOTED OTHERWISE	95%

5 FOR NON COHESIVE MATERIAL, COMPACT TO 75% DENSITY INDEX

6 BEFORE PLACING FILL, PROOF ROLL EXPOSED SUBGRADE WITH AN 8 TONNE (MIN) DEADWEIGHT SMOOTH DRUM VIBRATORY ROLLER TO DETECT THEN REMOVE SOFT SPOTS (AREAS WITH MORE THAN 2mm MOVEMENT UNDER ROLLER)

7 FREQUENCY OF COMPACTION TESTING SHALL BE NOT LESS THAN -
(a) 1 TEST PER 200m² OF FILL PLACED PER 300 LAYER OF FILL
(b) 3 TESTS PER VISIT
(c) 1 TEST PER 1000m² OF EXPOSED SUBGRADE
TESTING SHALL BE "LEVEL 1" TESTING IN ACCORDANCE WITH AS 3798 (1996)

8 FILLING TO BE PLACED AND COMPACTED IN MAXIMUM 150mm LAYERS

9 NO FILLING SHALL TAKE PLACE TO EXPOSE SUBGRADE UNTIL THE AREA HAS BEEN PROOF ROLLED IN THE PRESENCE OF AT & L AND APPROVAL GIVEN IN WRITING THAT FILLING CAN PROCEED

CONCRETE NOTES

1 ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 3600 (CURRENT EDITION WITH AMENDMENTS, EXCEPT WHERE VARIED BY THE CONTRACT DOCUMENTS

2 CONCRETE QUALITY
ALL REQUIREMENTS OF THE CURRENT ACSE CONCRETE SPECIFICATION DOCUMENT 1 SHALL APPLY TO THE FORMWORK, REINFORCEMENT AND CONCRETE UNLESS NOTED OTHERWISE

ELEMENT	AS 3600 f'c MPa AT 28 DAYS	SPECIFIED SLUMP	NOMINAL AGG SIZE
VEHICULAR BASE	32	80	20
KERBS, PATHS, AND PITS	25	80	20

- CEMENT TYPE SHALL BE (ACSE SPECIFICATION TYPE SL
- PROJECT CONTROL TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH AS 1379

3 NO ADMIXTURES SHALL BE USED IN CONCRETE UNLESS APPROVED IN WRITING BY AT & L

4 CLEAR CONCRETE COVER TO ALL REINFORCEMENT FOR DURABILITY SHALL BE 40mm TOP AND 70mm FOR EXTERNAL EDGES UNLESS NOTED OTHERWISE

5 ALL REINFORCEMENT SHALL BE FIRMLY SUPPORTED ON MILD STEEL PLASTIC TIPPED CHAIRS, PLASTIC CHAIRS OR CONCRETE CHAIRS AT NOT GREATER THAN 1m CENTRES BOTH WAYS. BARS SHALL BE TIED AT ALTERNATE INTERSECTIONS

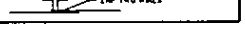
6 THE FINISHED CONCRETE SHALL BE A DENSE HOMOGENEOUS MASS, COMPLETELY FILLING THE FORMWORK, THOROUGHLY EMBEDDING THE REINFORCEMENT AND FREE OF STONE POCKETS. ALL CONCRETE INCLUDING SLABS ON GROUND AND FOOTINGS SHALL BE COMPACTED AND CURED IN ACCORDANCE WITH R T A SPECIFICATION R83

7 REINFORCEMENT SYMBOLS
N DENOTES GRADE 450 N BARS TO AS 1302 GRADE N
R DENOTES 230 R HOT ROLLED PLAIN BARS TO AS 1302
SL DENOTES HARD-DRAWN WIRE REINFORCING FABRIC TO AS 1304

NUMBER OF BARS IN GROUP — BAR GRADE AND TYPE
17 N 20 250
NOMINAL BAR SIZE IN mm — SPACING IN mm

THE FIGURE FOLLOWING THE FABRIC SYMBOL SL IS THE REFERANCE NUMBER FOR FABRIC TO AS 1304

8 FABRIC SHALL BE LAPPED IN ACCORDANCE WITH THE FOLLOWING DETAIL



JOINTING NOTES

PEDESTRIAN PAVEMENT JOINTS

1 ALL PEDESTRIAN PAVEMENTS ARE TO BE JOINTED AS FOLLOWS U.N.O.

2 EXPANSION JOINTS ARE TO BE LOCATED WHERE POSSIBLE AT TANGENT POINTS OF CURVES AND ELSEWHERE AT MAX 6.0m CENTRES

3 WEAKENED PLANE JOINTS ARE TO BE LOCATED AT A MAX SPACING OF 1.5 x WIDTH OF THE PAVEMENT

4 WHERE POSSIBLE JOINTS SHOULD BE LOCATED TO MATCH KERBING AND/OR ADJACENT PAVEMENT JOINTS

5 PEDESTRIAN PAVEMENT JOINT DETAIL



NB CHECK RELEVANT COUNCIL REQUIREMENTS IF IN PUBLIC ROAD

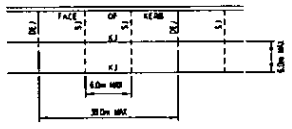
VEHICULAR PAVEMENT JOINTS

6 ALL VEHICULAR PAVEMENTS TO BE JOINTED AS FOLLOWS U.N.O.

7 KEYED CONSTRUCTION JOINTS SHOULD GENERALLY BE LOCATED AT A MAX OF 6.0m CENTRES

8 SAWN JOINTS SHOULD GENERALLY BE LOCATED AT A MAX OF 6.0m CENTRES WITH DOWELED EXPANSION JOINTS AT MAX 30.0m CENTRES

9 VEHICULAR PAVEMENT JOINT DETAIL



EXISTING UNDERGROUND SERVICES NOTES

THE LOCATIONS OF UNDERGROUND SERVICES SHOWN IN THIS SET OF DRAWINGS HAVE BEEN PLOTTED FROM SURVEY INFORMATION AND SERVICE AUTHORITY INFORMATION. THE SERVICE INFORMATION HAS BEEN PREPARED ONLY TO SHOW THE APPROXIMATE POSITIONS OF ANY KNOWN SERVICES AND MAY NOT BE AS CONSTRUCTED OR ACCURATE
AT & L CANNOT GUARANTEE THAT THE SERVICES INFORMATION SHOWN ON THESE DRAWINGS ACCURATELY INDICATES THE PRESENCE OR ABSENCE OF SERVICES OR THEIR LOCATION AND WILL ACCEPT NO LIABILITY FOR INACCURACIES IN THE SERVICES INFORMATION SHOWN FROM ANY CAUSE WHATSOEVER

CONTRACTORS SHALL TAKE DUE CARE WHEN EXCAVATING ONSITE INCLUDING HAND EXCAVATION WHERE NECESSARY

CONTRACTORS ARE TO CONTACT THE RELEVANT SERVICE AUTHORITY PRIOR TO COMMENCEMENT OF EXCAVATION WORKS

CONTRACTORS ARE TO UNDERTAKE A SERVICES SEARCH PRIOR TO COMMENCEMENT OF WORKS ON SITE. SEARCH RESULTS ARE TO BE KEPT ON SITE AT ALL TIMES

EROSION AND SEDIMENT CONTROL NOTES

1 THE SITE SUPERINTENDENT/ENGINEER WILL ENSURE THAT ALL SOIL AND WATER MANAGEMENT WORKS ARE LOCATED AS DOCUMENTED

2 ALL WORK SHALL BE GENERALLY CARRIED OUT IN ACCORDANCE WITH
a LOCAL AUTHORITY REQUIREMENTS
b EPA REQUIREMENTS
c NSW DEPARTMENT OF HOUSING MANUAL "MANAGING URBAN STORMWATER: SOILS AND CONSTRUCTION", 4th EDITION MARCH 2004

3 MAINTAIN THE EROSION CONTROL DEVICES TO THE SATISFACTION OF THE SUPERINTENDENT AND THE LOCAL AUTHORITY

4 WHEN STORMWATER PITS ARE CONSTRUCTED, PREVENT SITE RUNOFF ENTERING UNLESS SEDIMENT FENCES ARE ERECTED AROUND PITS

5 CONTRACTOR IS TO ENSURE ALL EROSION & SEDIMENT CONTROL DEVICES ARE MAINTAINED IN GOOD WORKING ORDER AND OPERATE EFFECTIVELY. REPAIRS AND OR MAINTENANCE SHALL BE UNDERTAKEN AS REQUIRED, PARTICULARLY FOLLOWING STORM EVENTS

SERVICES LEGEND

EXISTING SERVICES

- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING UNDERGROUND ELECTRICAL
- EXISTING OVERHEAD ELECTRICAL
- EXISTING OPTUS TELECOMMUNICATIONS
- EXISTING AARNET TELECOMMUNICATIONS
- EXISTING SERVICES TO BE MADE REDUNDANT

PROPOSED SERVICES

- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- PROPOSED HIGH VOLTAGE ELECTRICAL
- PROPOSED LOW VOLTAGE ELECTRICAL
- PROPOSED TELECOMMUNICATIONS CONDUITS
- PROPOSED GAS MAIN
- PROPOSED STORMWATER PIPE
- PROPOSED WATER HYDRANT
- PROPOSED WATER STOP VALVE
- PROPOSED SEWER MANHOLE
- PROPOSED LIGHT POLE
- PROPOSED TELECOMMUNICATIONS PIT

GENERAL NOTES

1 ALL WORKS ARE TO BE IN ACCORDANCE WITH CITY OF SYDNEY COUNCIL'S "SYDNEY STREETS TECHNICAL SPECIFICATION". IF THERE IS ANY CONFLICT BETWEEN AT&L AND CITY OF SYDNEY SPECIFICATIONS, CITY OF SYDNEY COUNCIL SHALL TAKE PRECEDENCE

WORKS LEGEND

EXISTING

- SURFACE LEVEL
- CONTOUR
- FENCE
- EXISTING BOUNDARY
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE RETAINED

PROPOSED

- PROPOSED BOUNDARY
- F&G — KERB AND GUTTER REFER CITY OF SYDNEY COUNCIL STANDARD DRAWING 112 FOR DETAILS
- ART — KERB AND TOE REFER C898 FOR DETAILS
- KO — KERB ONLY REFER C898 FOR DETAILS
- FK — FLUSH KERB REFER C898 FOR DETAILS
- DD — DISH DRAIN REFER CITY OF SYDNEY COUNCIL STANDARD DRAWING 112 FOR DETAILS
- SAWCUT REFER C895 FOR DETAILS
- VC — VEHICULAR CROSSOVER REFER CITY OF SYDNEY COUNCIL STANDARD DRAWING FOOTWAYS 137 FOR DETAILS
- PR — PEDESTRIAN RAMP REFER CITY OF SYDNEY COUNCIL STANDARD DRAWING 211 AND 253 FOR DETAILS
- FF27.20 — FINISHED PAVEMENT LEVEL
- 27.0 — PROPOSED MAJOR CONTOUR
- STORMWATER PIT WITH GRATE AND LINE
- SW1 — STORMWATER PIT REFERENCE NUMBER
- KERB INLET PIT (1.0m LINTEL) REFER CITY OF SYDNEY COUNCIL STANDARD DRAWING 711 AND 714 FOR DETAILS
- SURFACE INLET PIT
- STORMWATER LINE WITH CAP
- PVC STORMWATER LINE
- SUBSOIL DRAINAGE LINE
- FP — FLUSHING POINT
- IP — INTERMEDIATE RISER
- STREET SIGN

Rev	Description	Date
C	RE-ISSUED FOR DA	16-10-15
B	RE-ISSUED FOR DA	28-07-15
A	ISSUED FOR DA	16-12-14

Bar Scales

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Scales	
Drawn	AH
Designed	MQ
Checked	MQ
Approved	
Grid	
Height Datum	

Project
DEXUS ROSEBERY

Title
GENERAL NOTES AND LEGENDS

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www.atl.net.au
info@atl.net.au

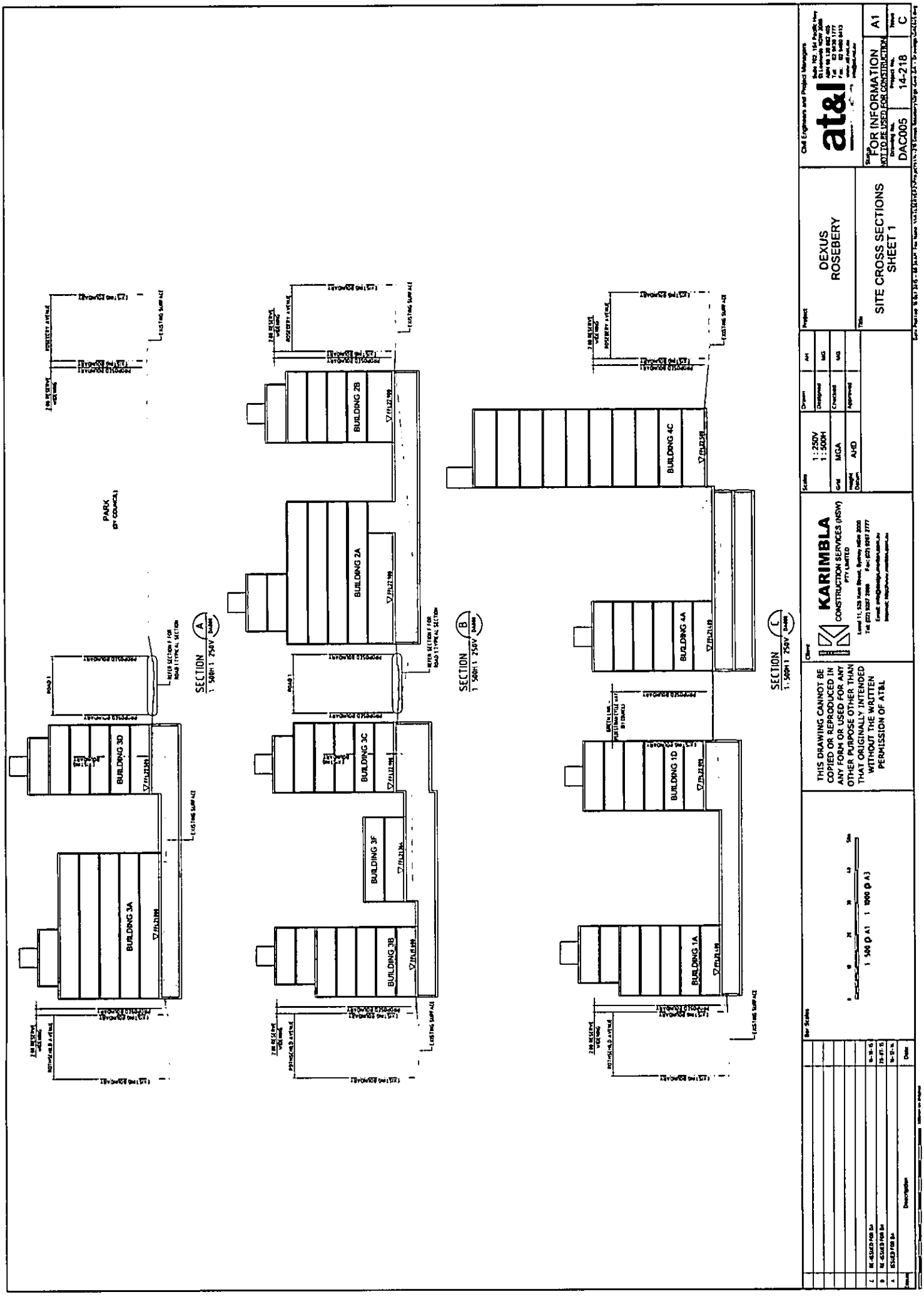
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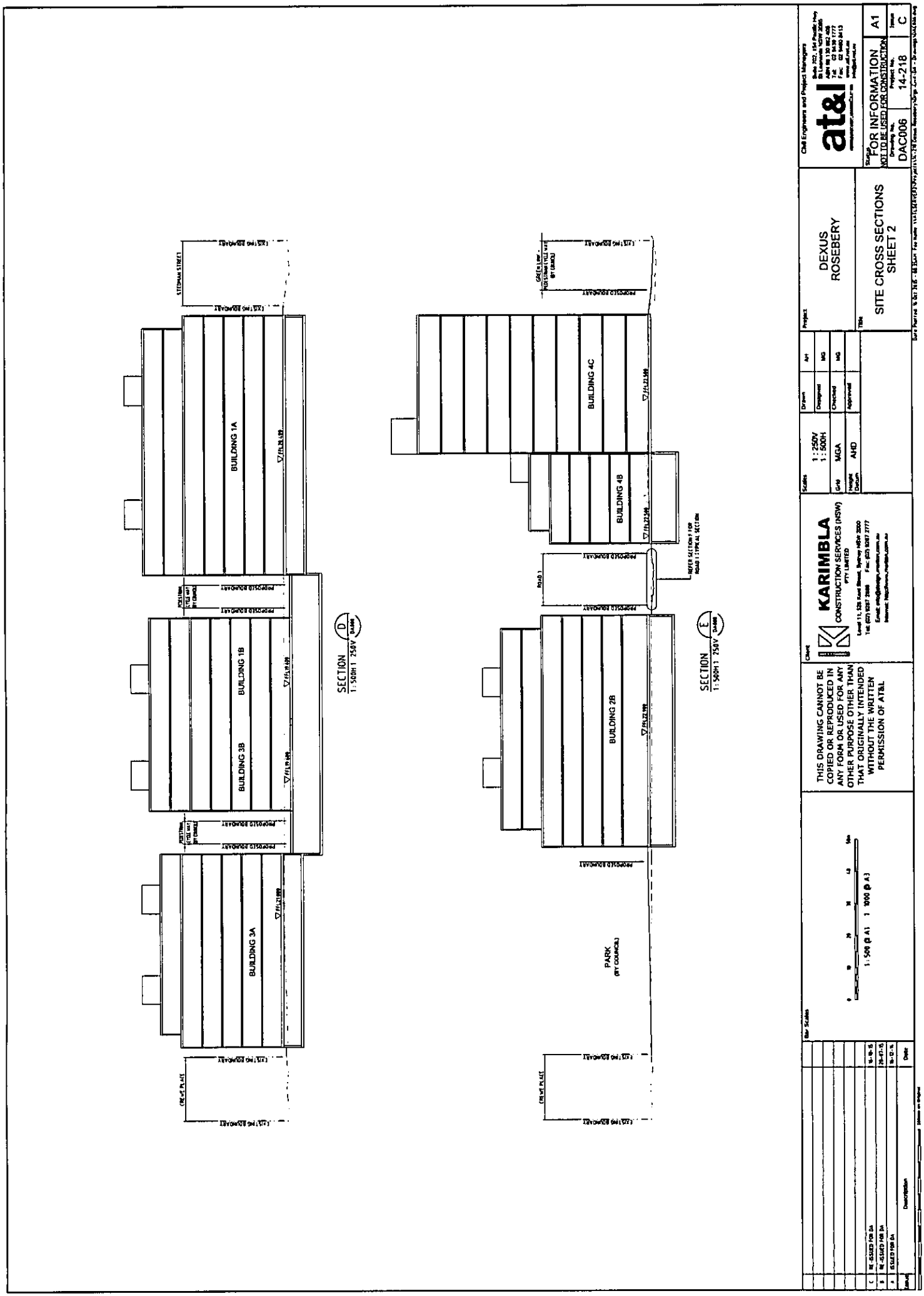
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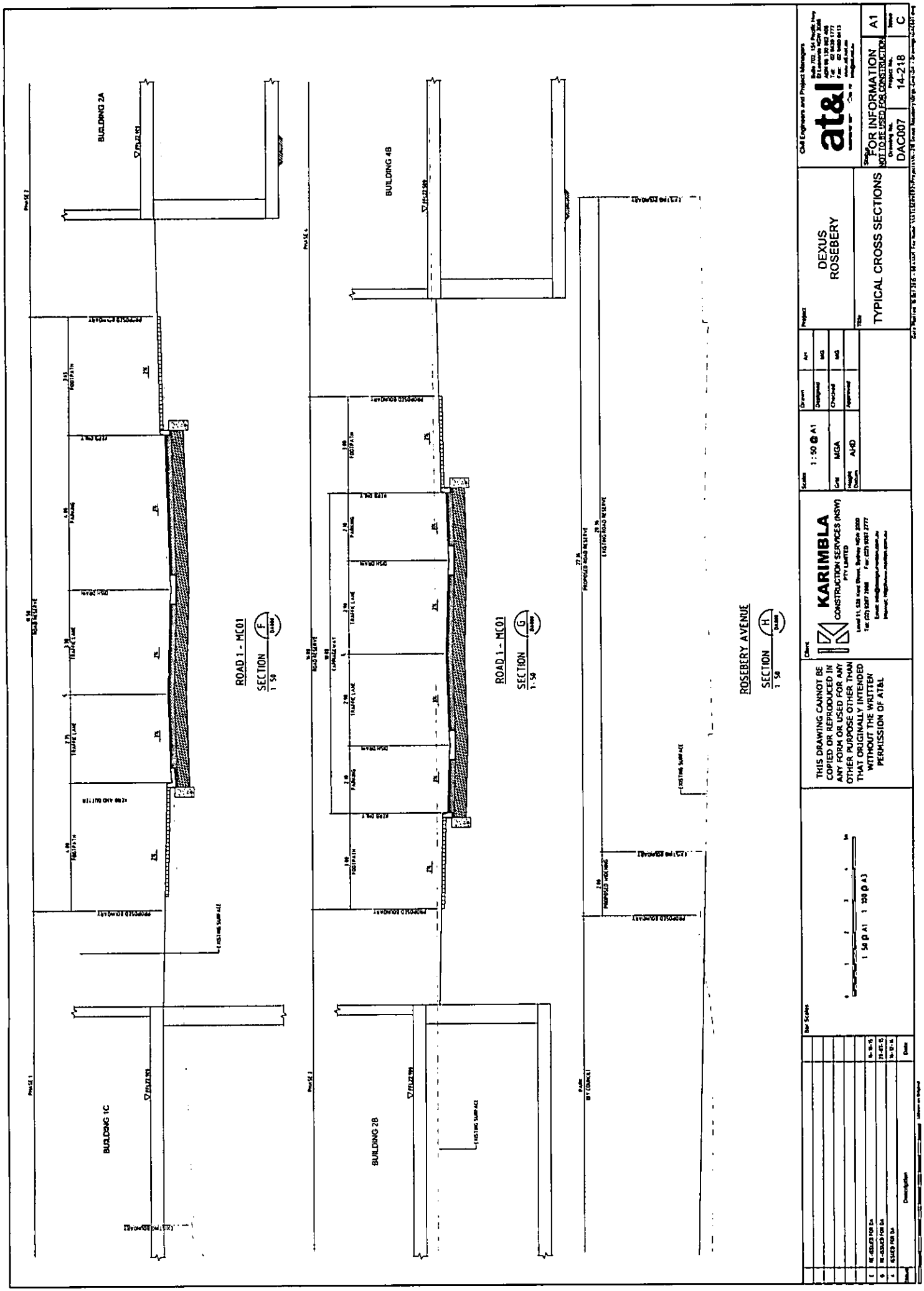
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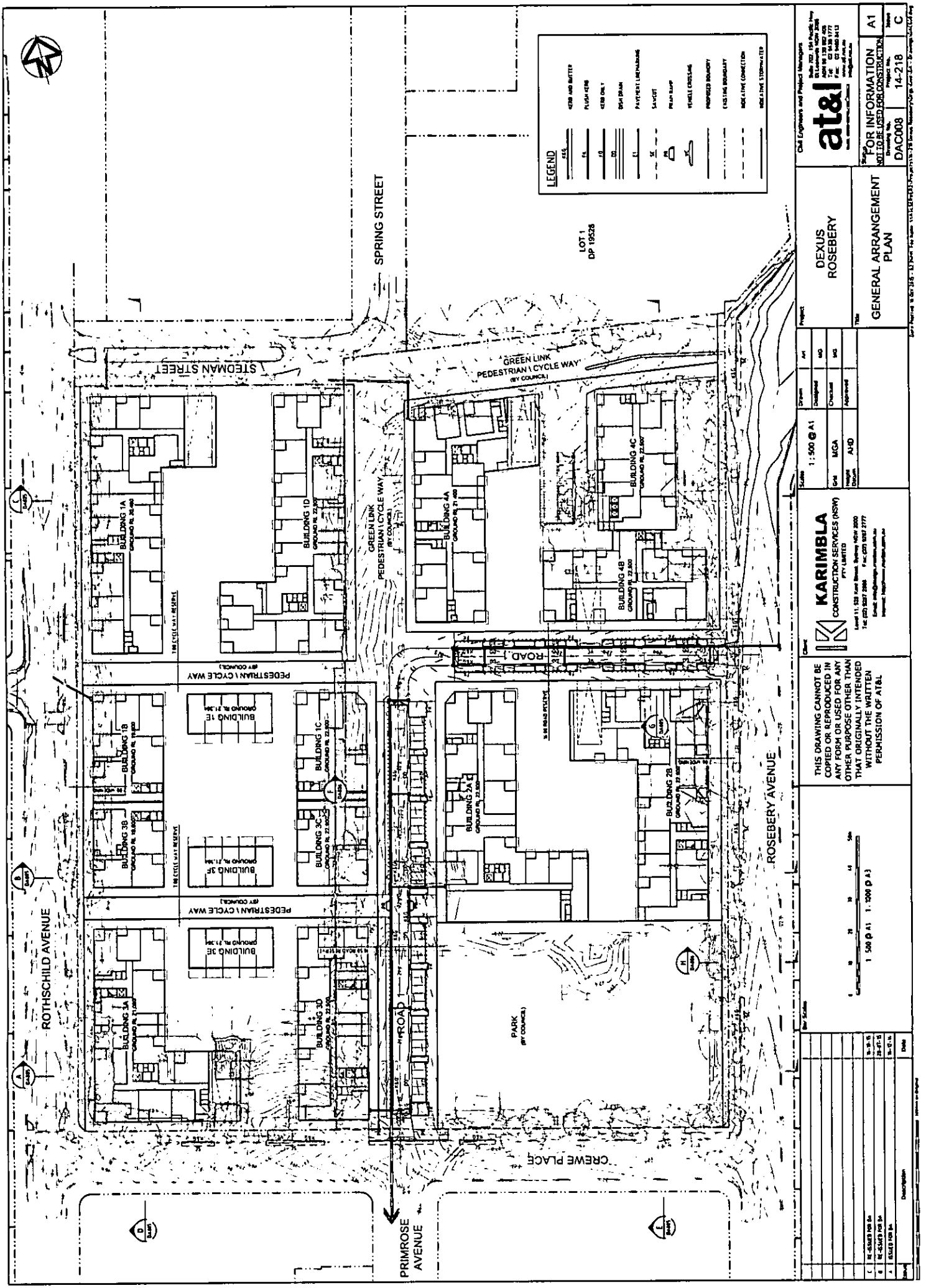
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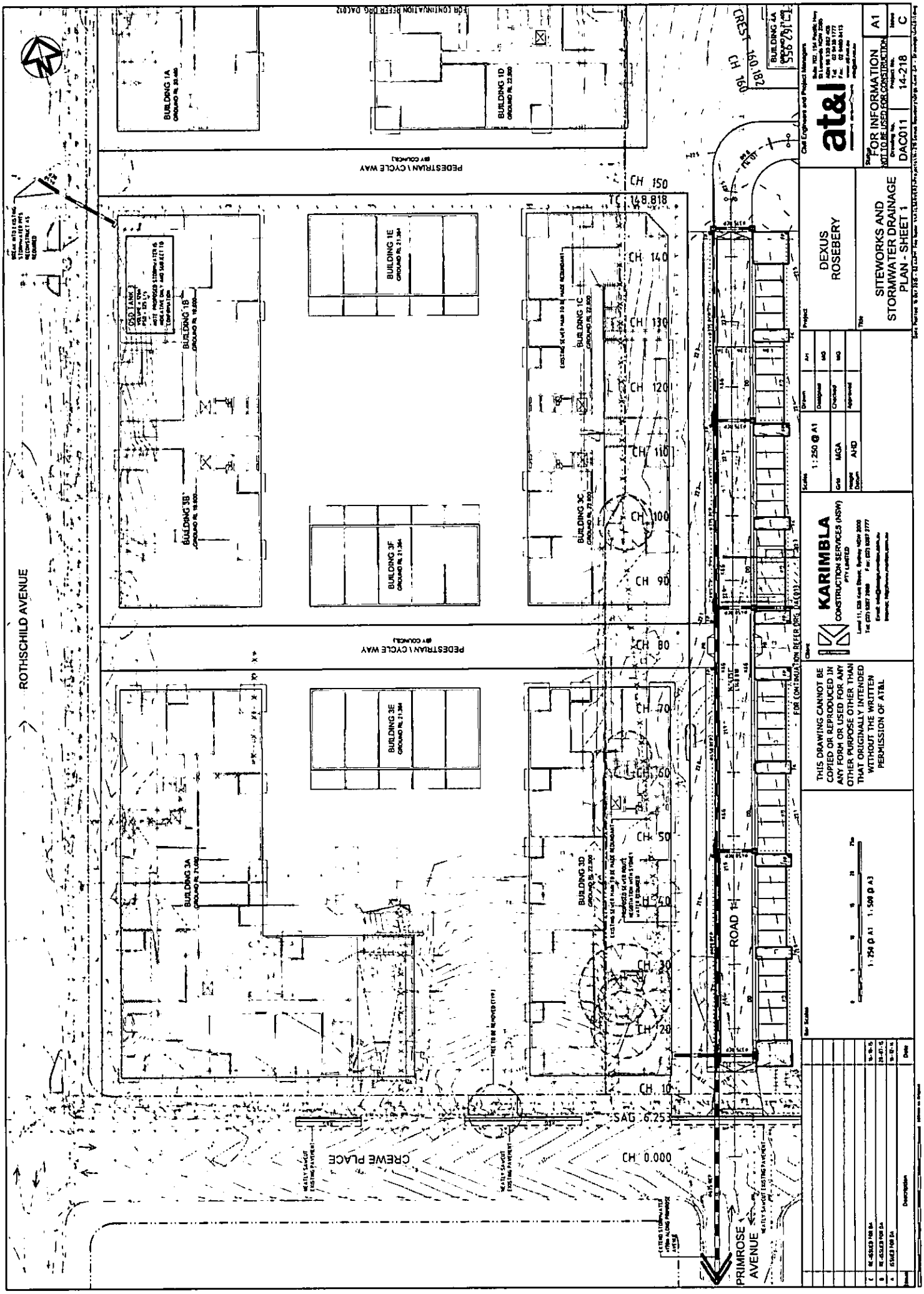
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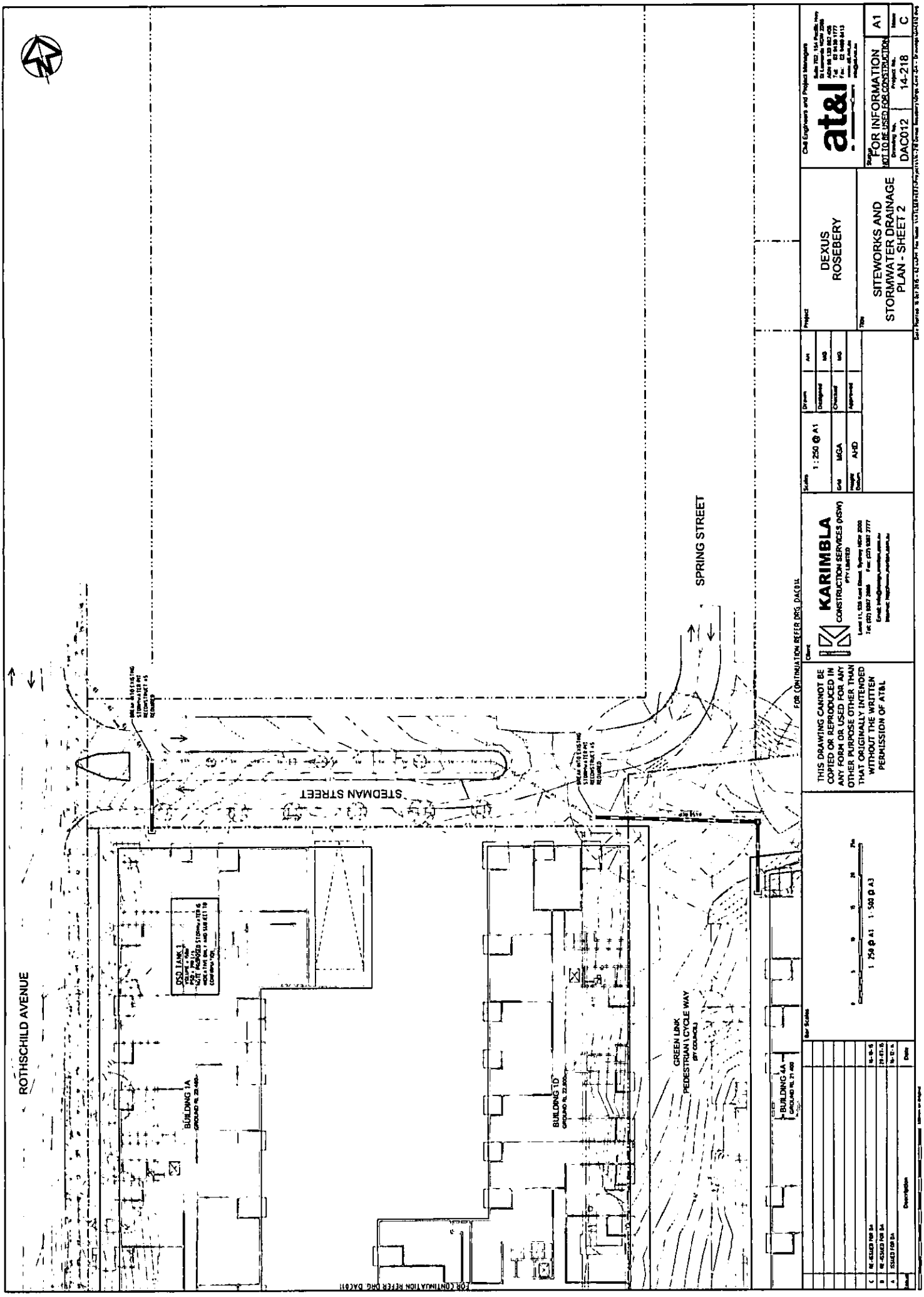
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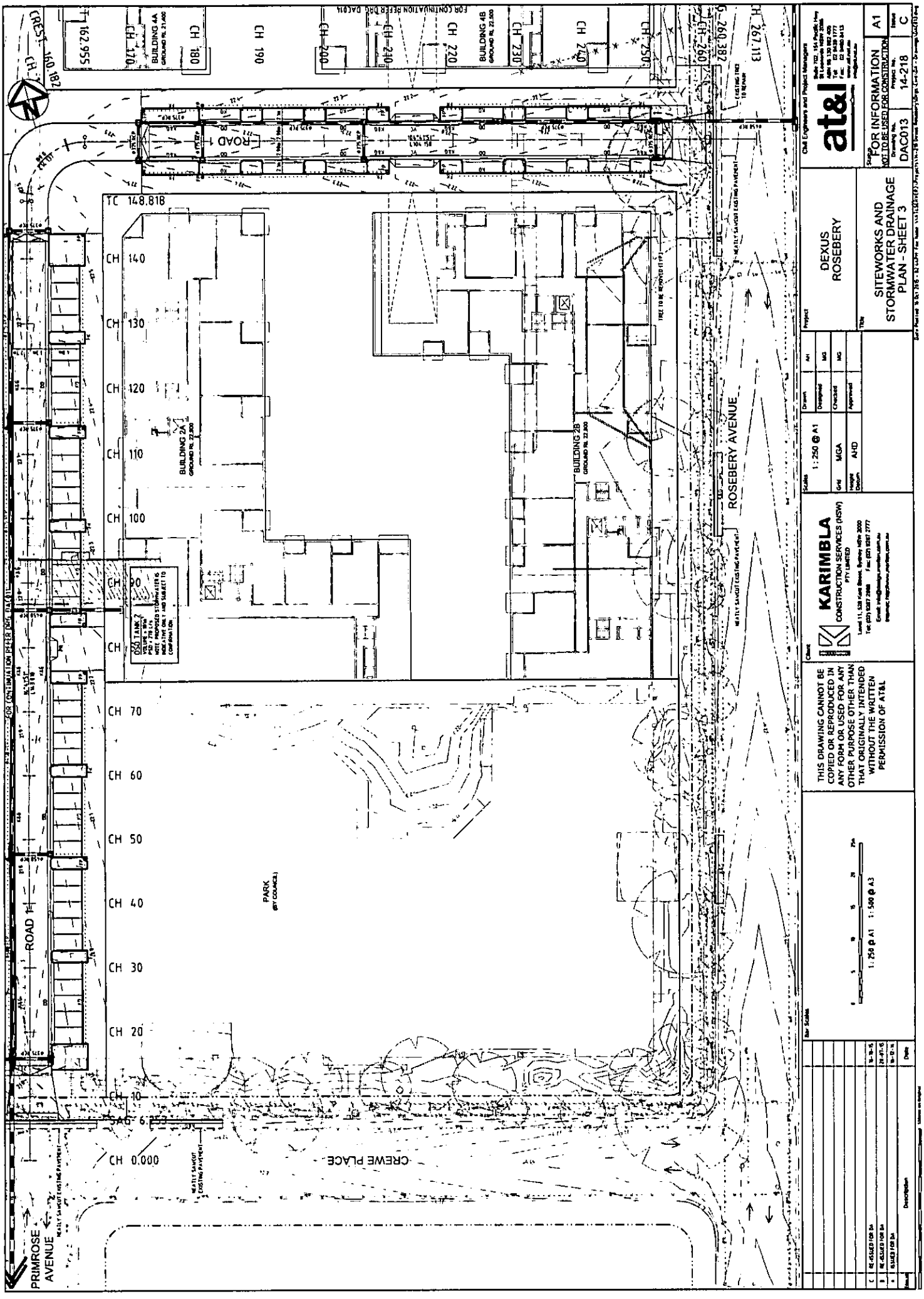
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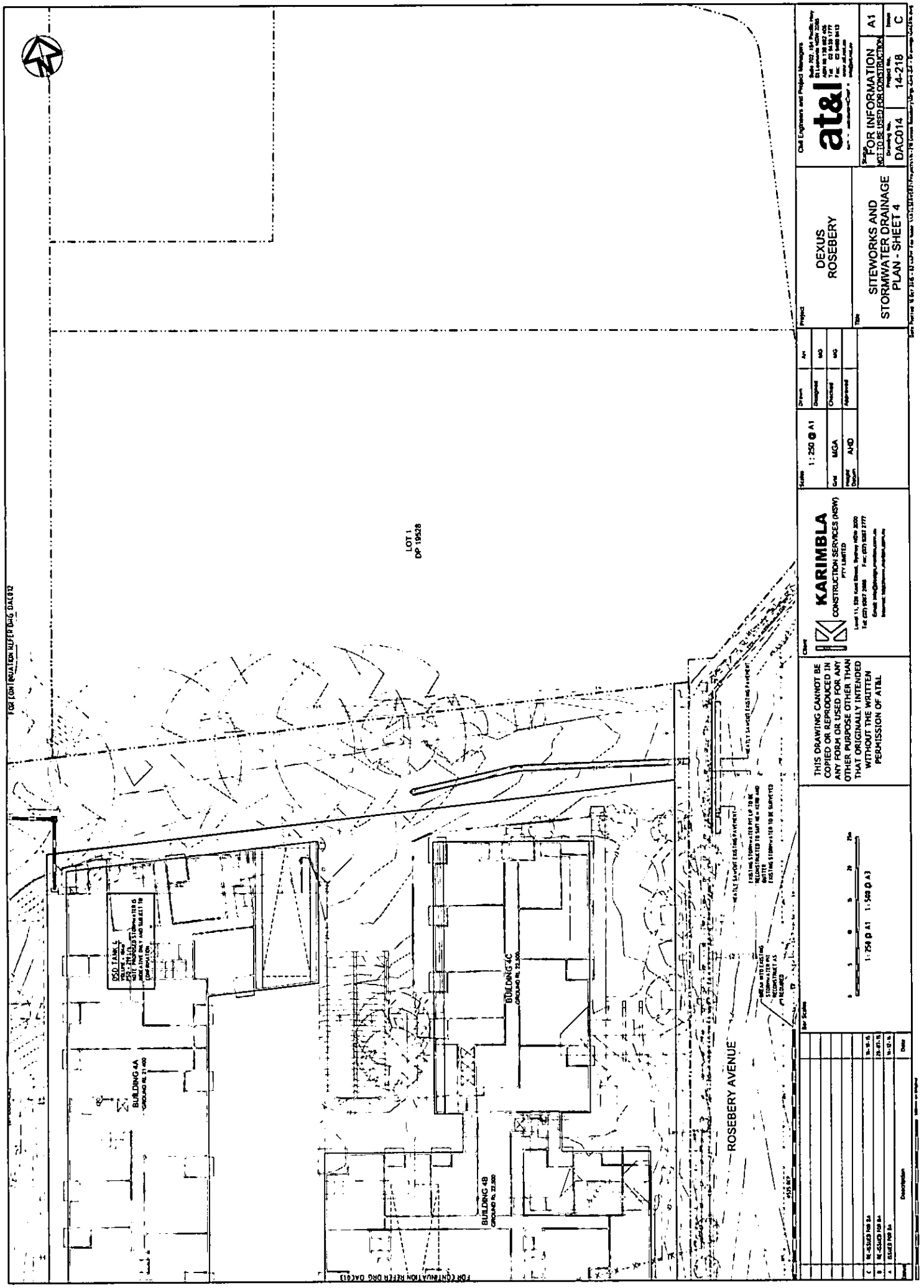
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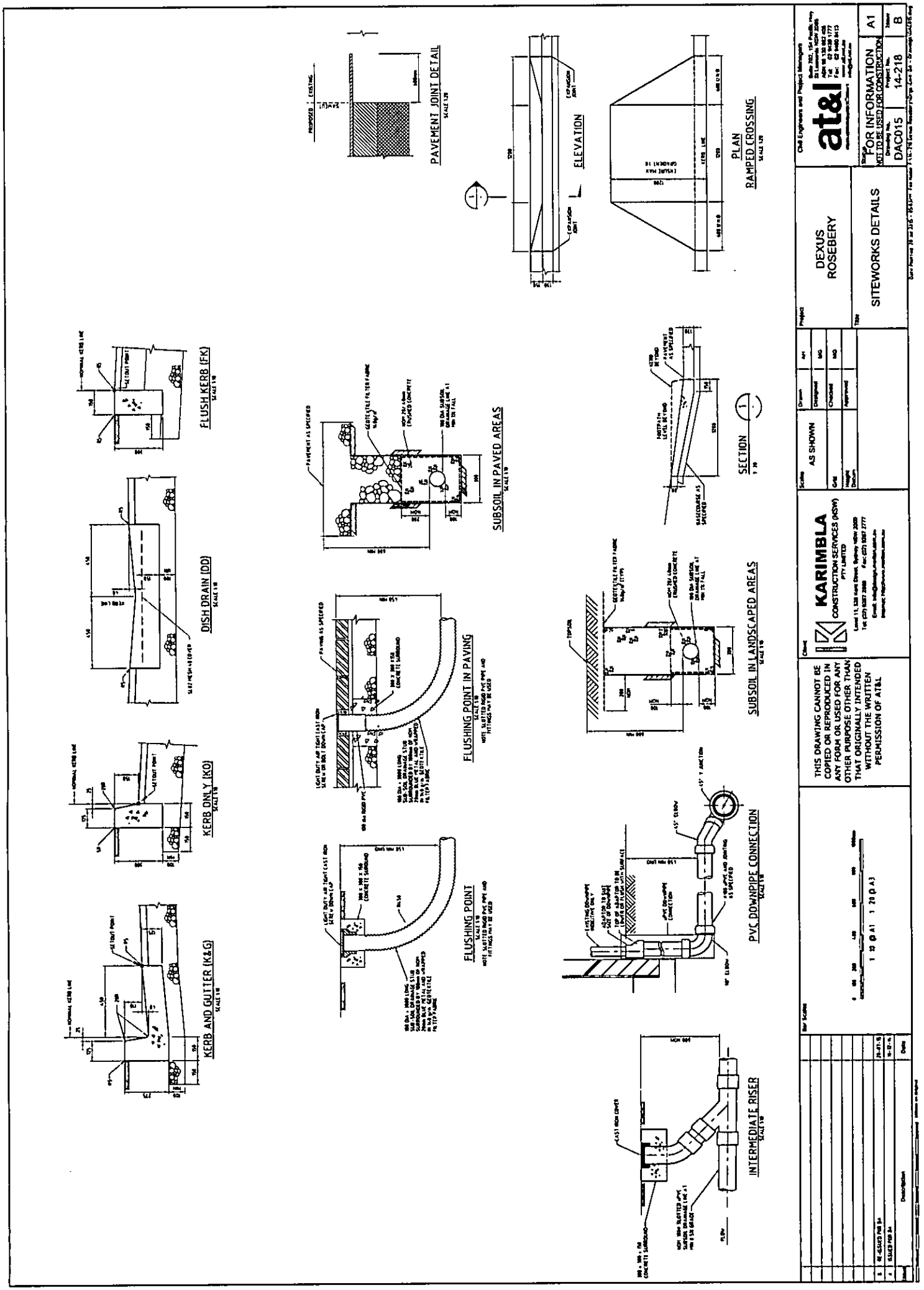
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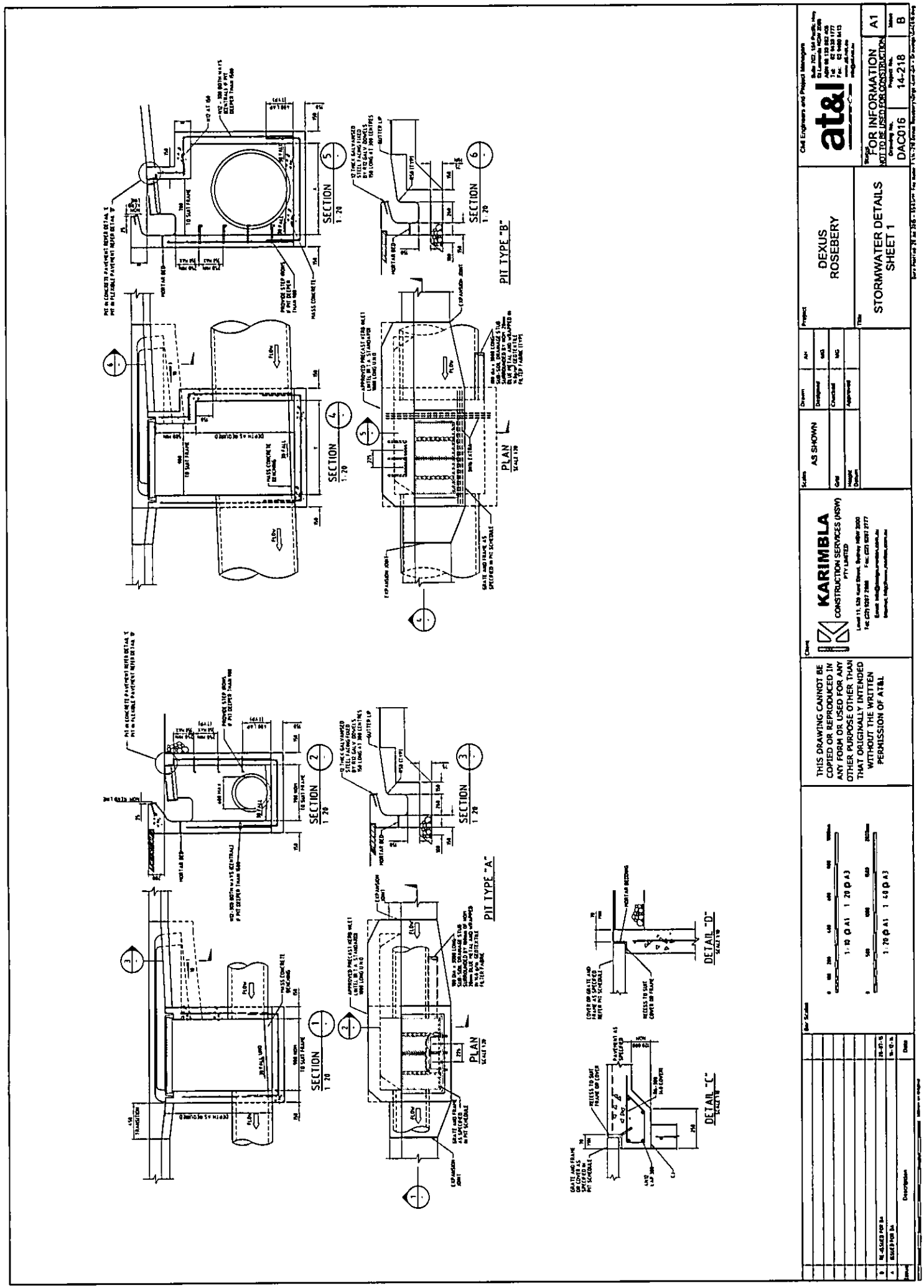
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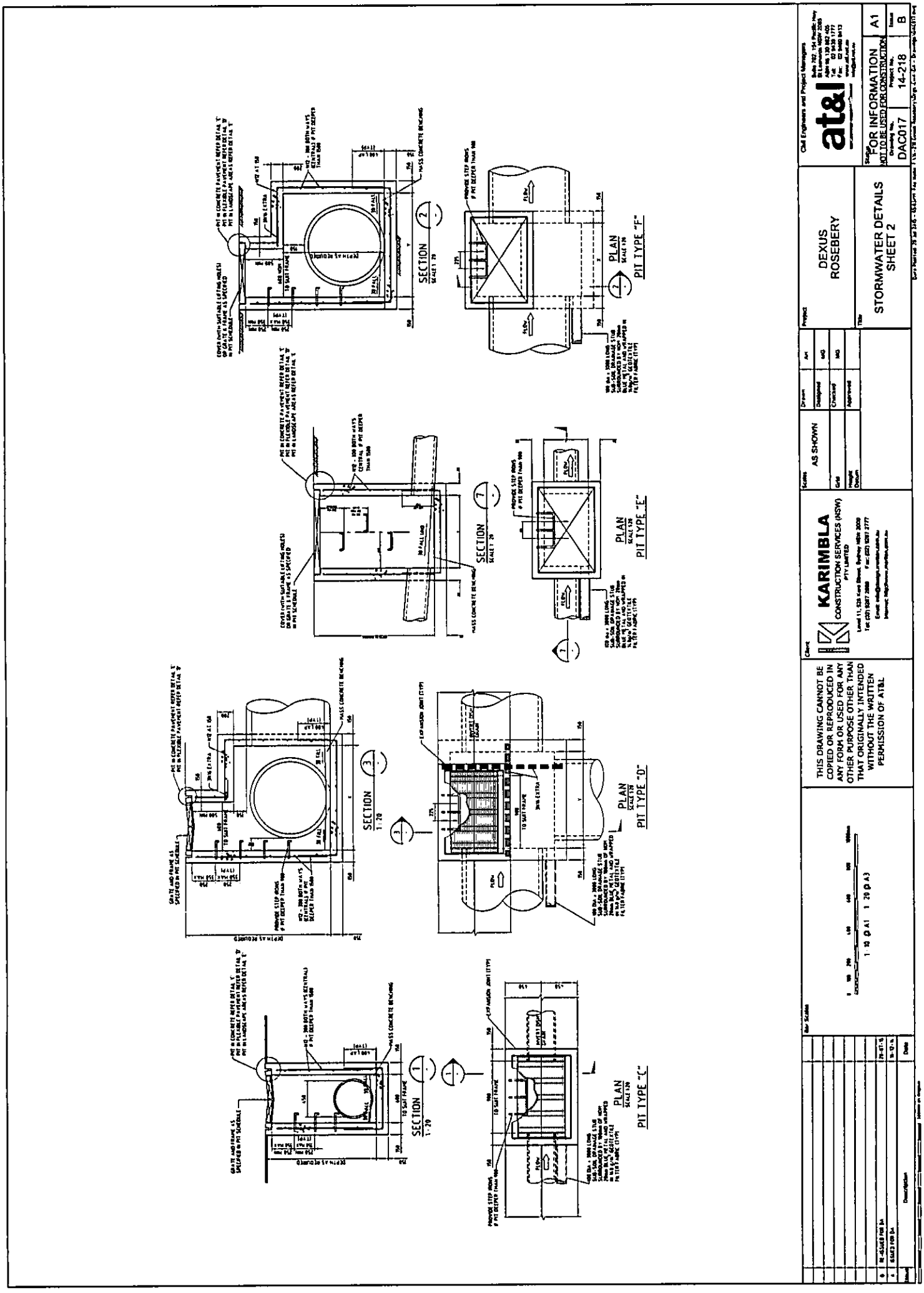
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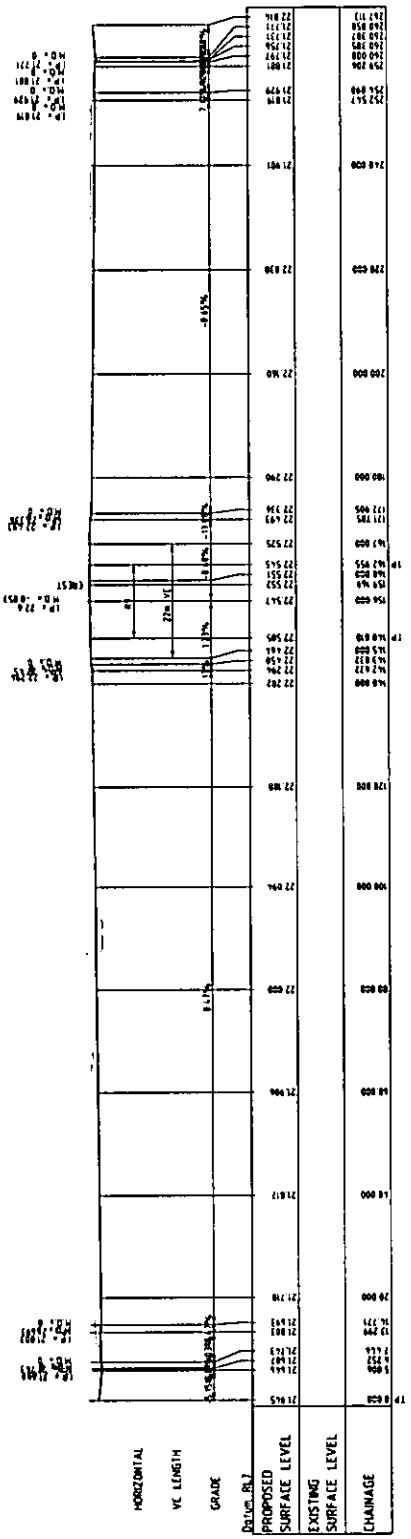
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MC01 LONGITUDINAL SECTION
SCALE 1:50 HOR.
1:10 VERT.

Civil Engineers and Project Managers
at&l

Client
KARIMBLA CONSTRUCTION SERVICES (NSW) PTY LIMITED

Project
DEXUS ROSEBERY

Title
ROAD LONGITUDINAL SECTIONS SHEET 1

Scales 1:100V 1:500H
Grid MGA
Height Datum AHD
Drawn AH
Designed MG
Checked MG
Approved

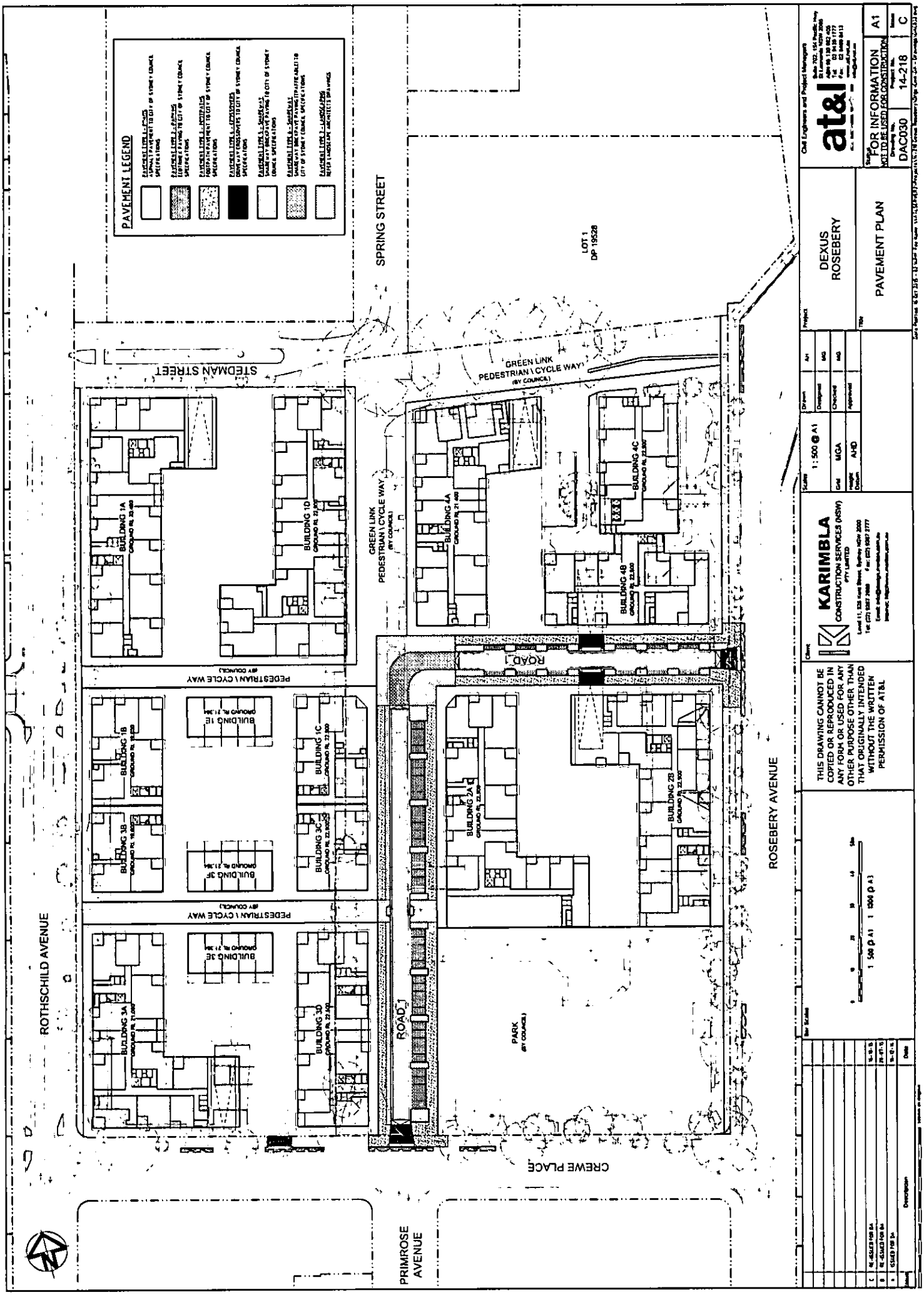
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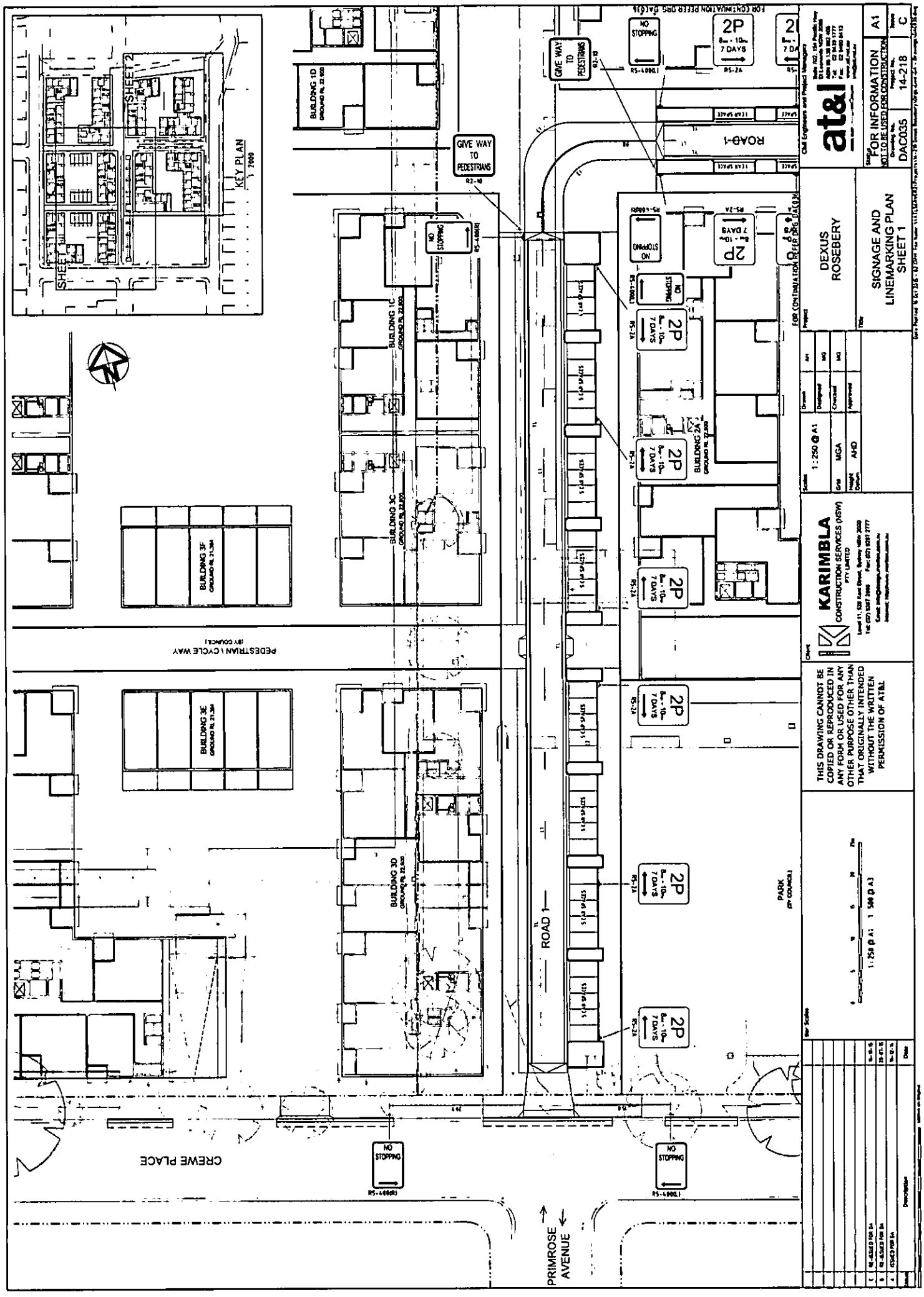
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B	RE-ISSUED FOR DA	29.07.16
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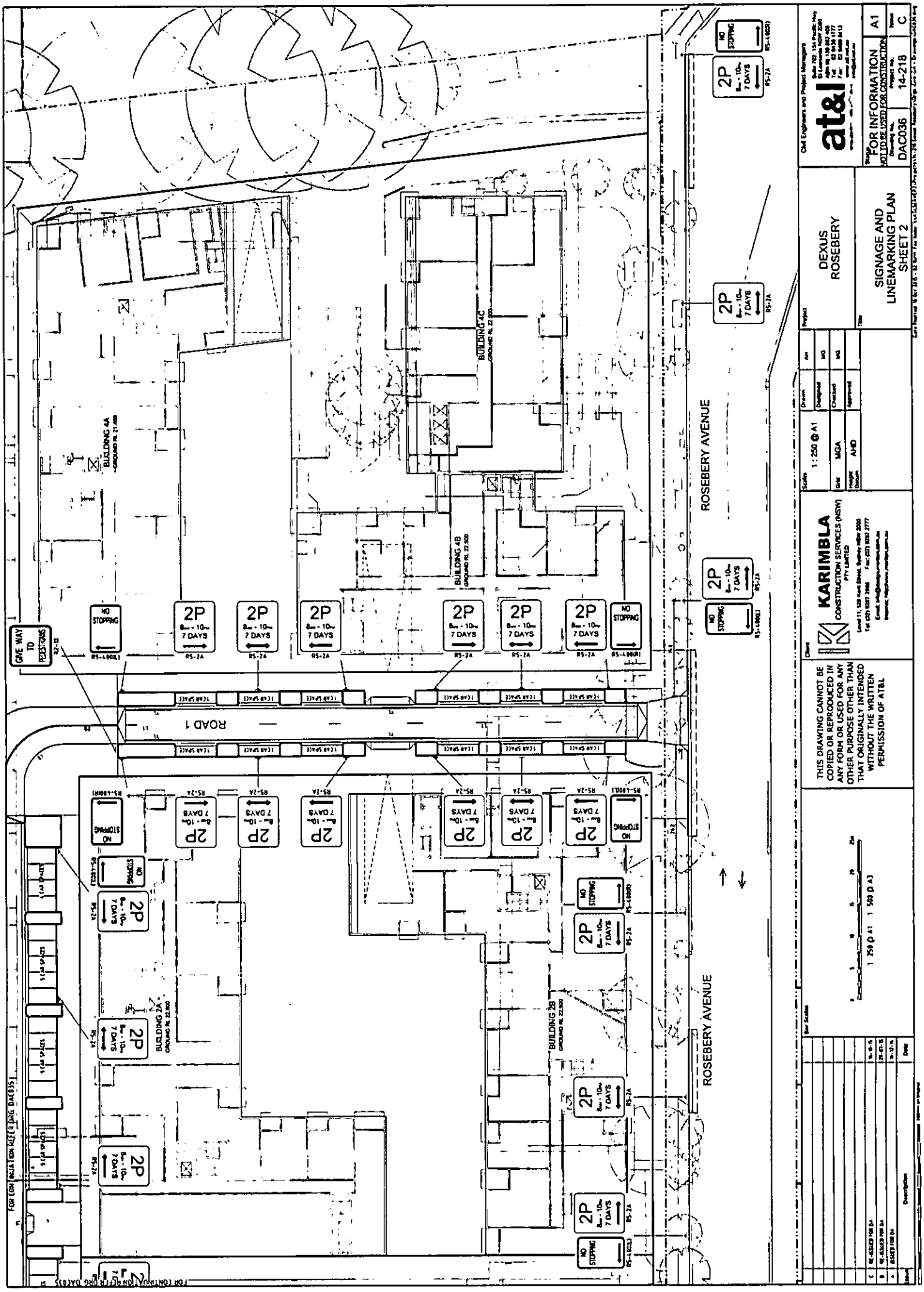
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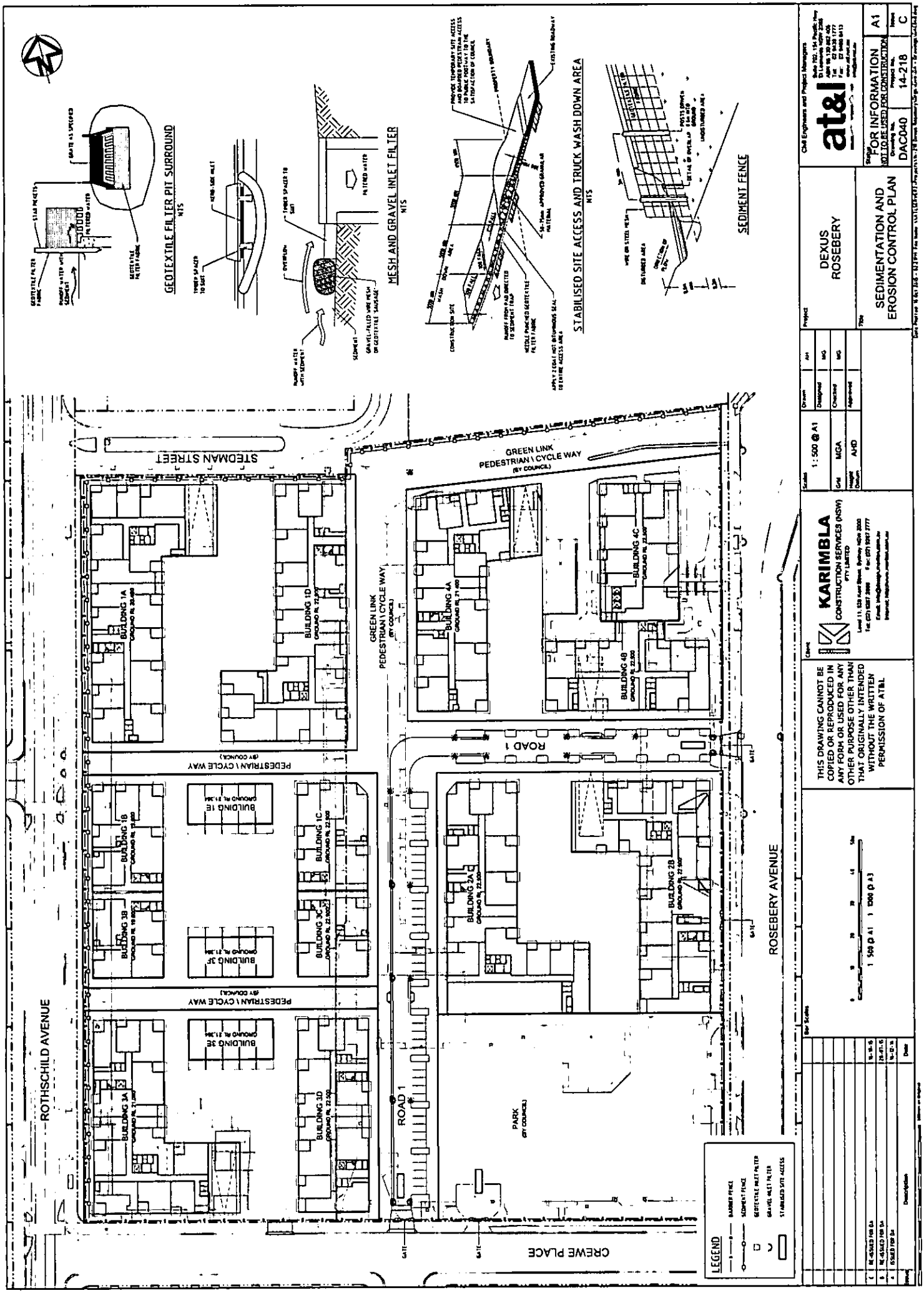
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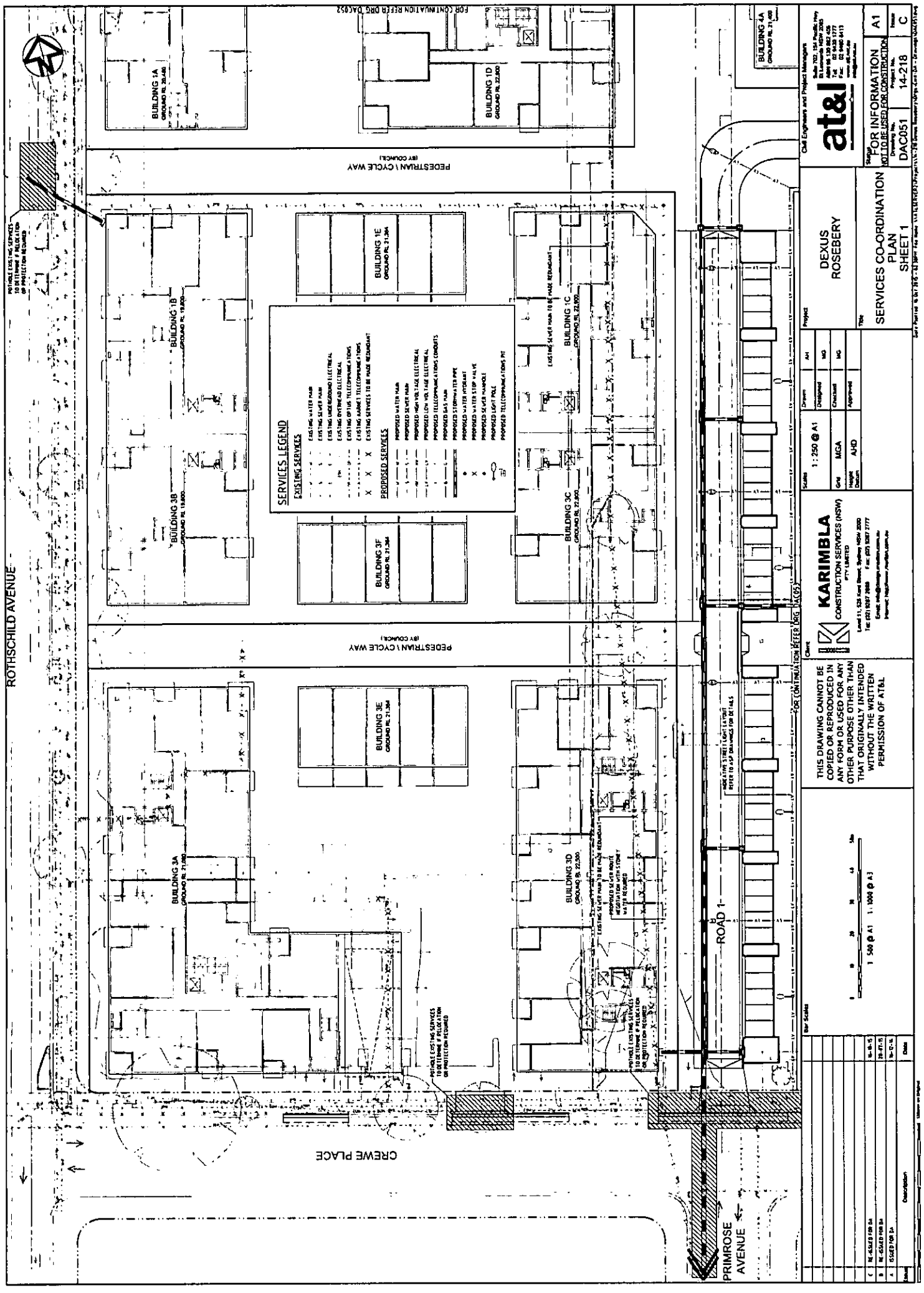
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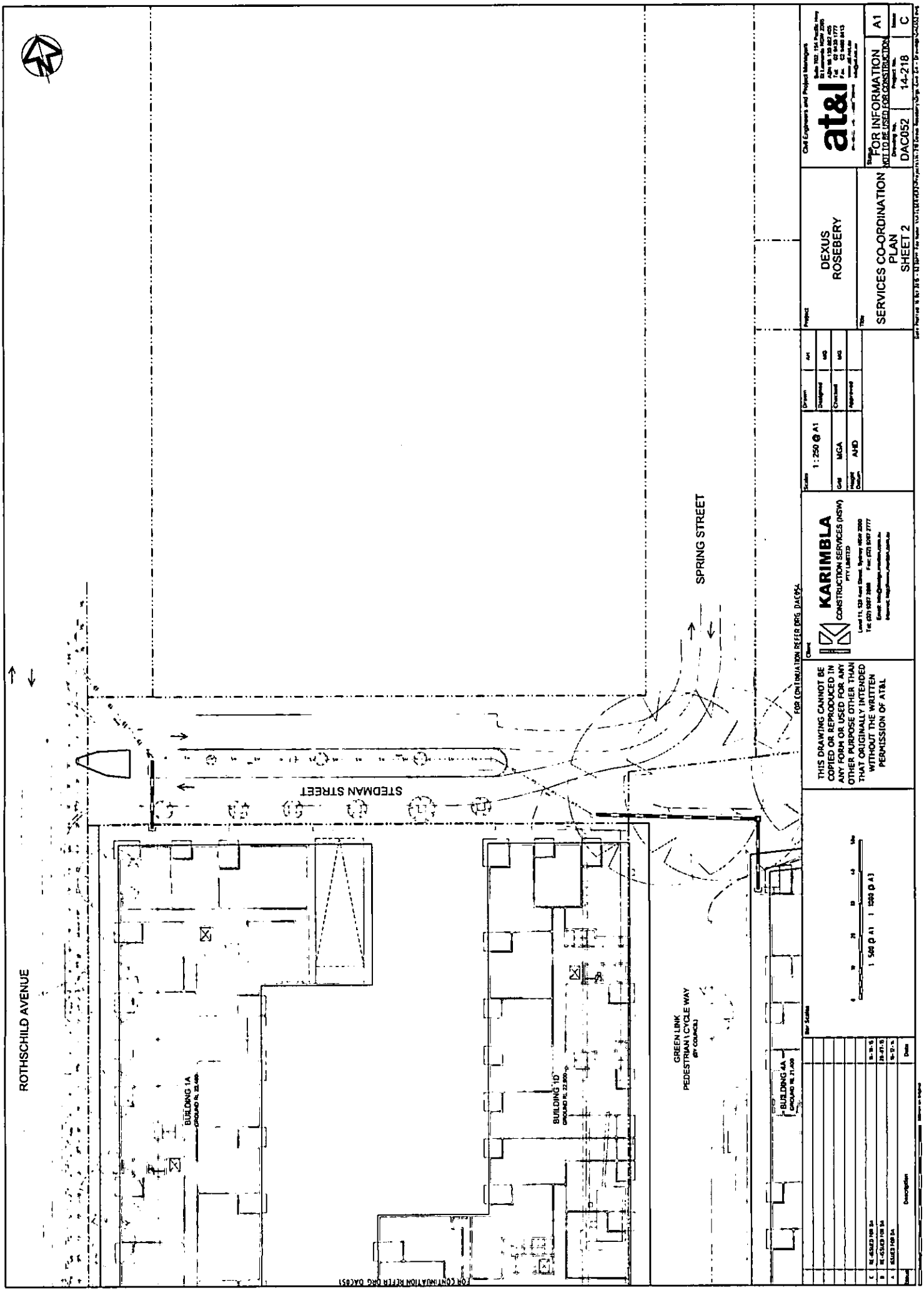
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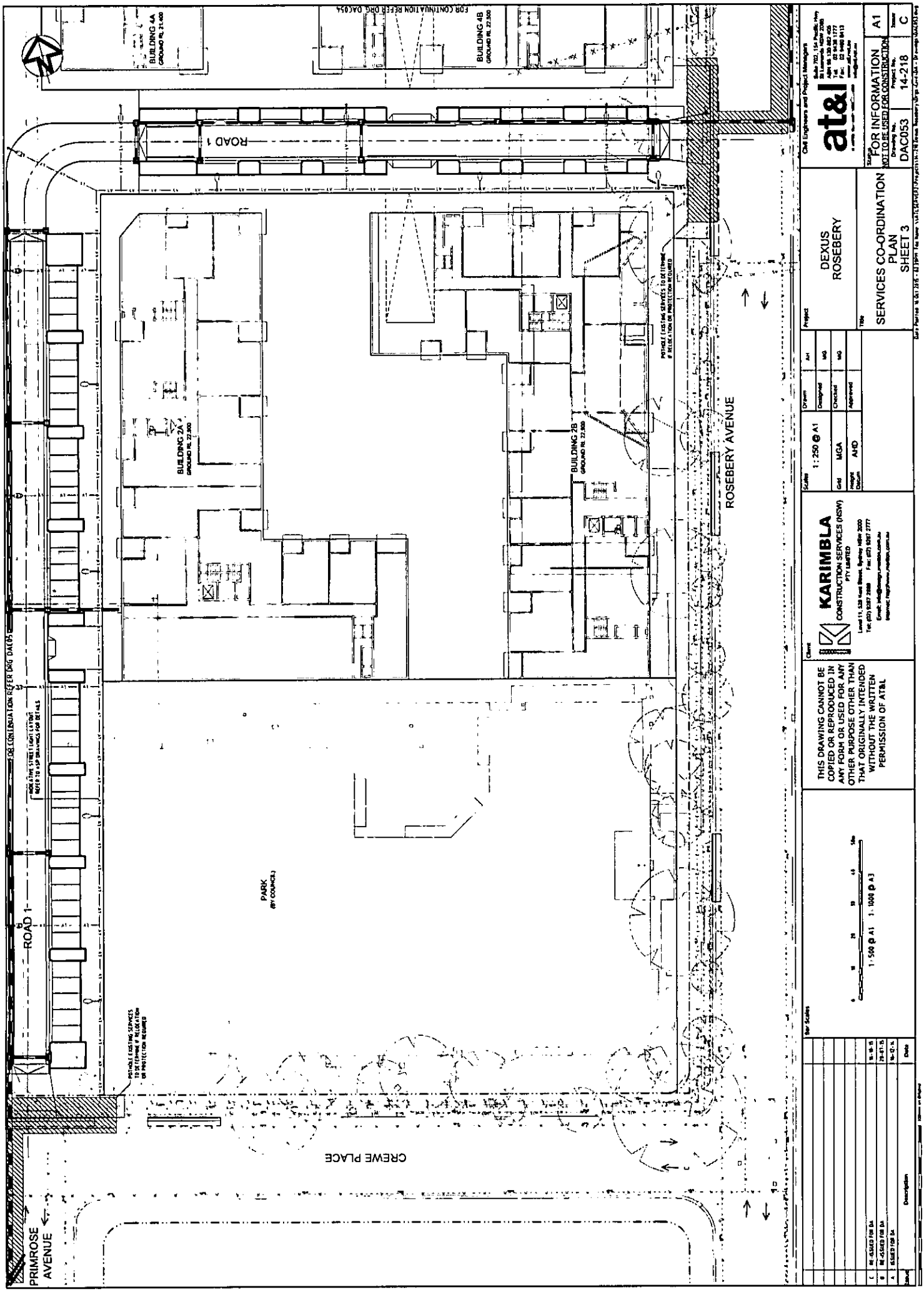
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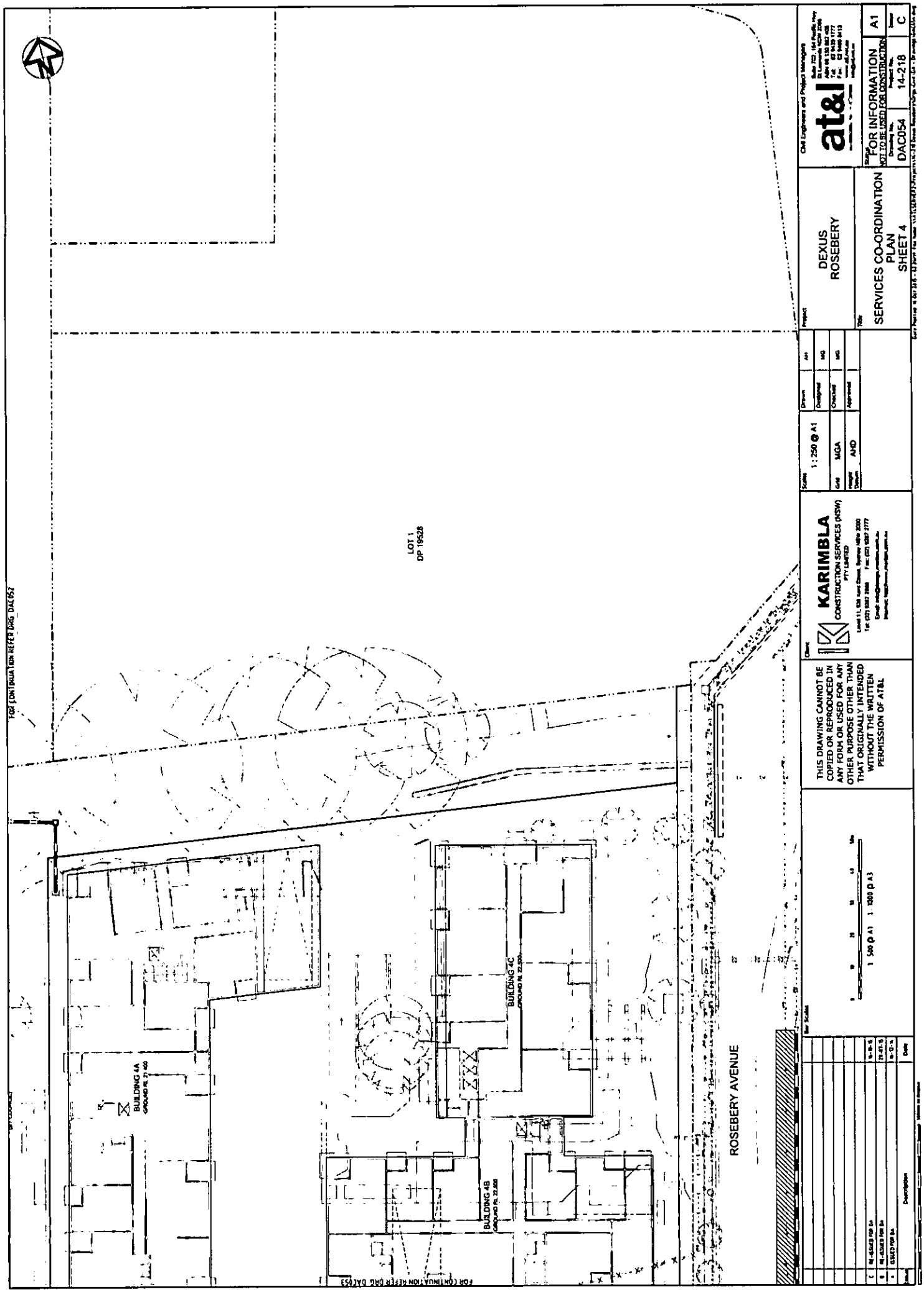
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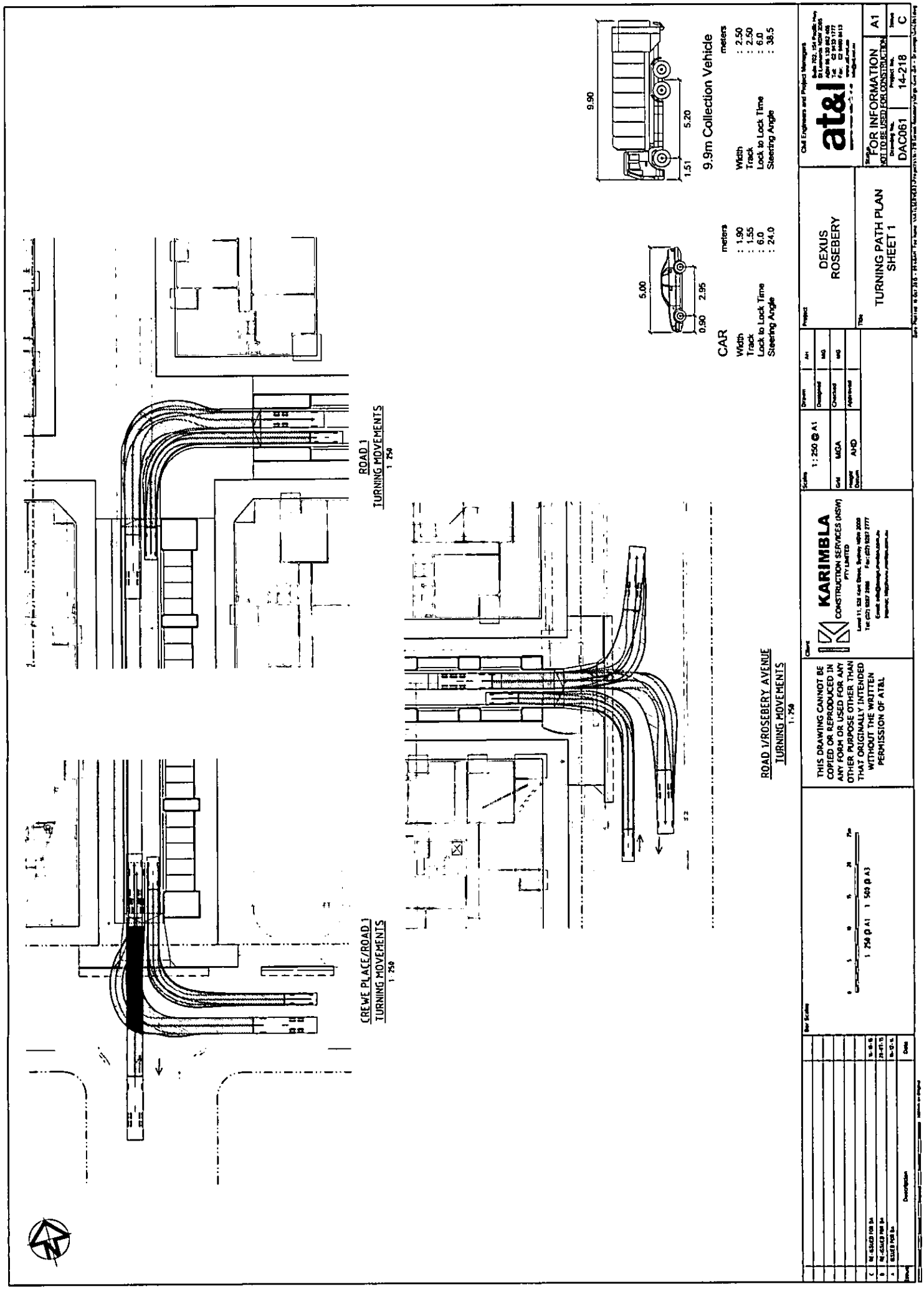
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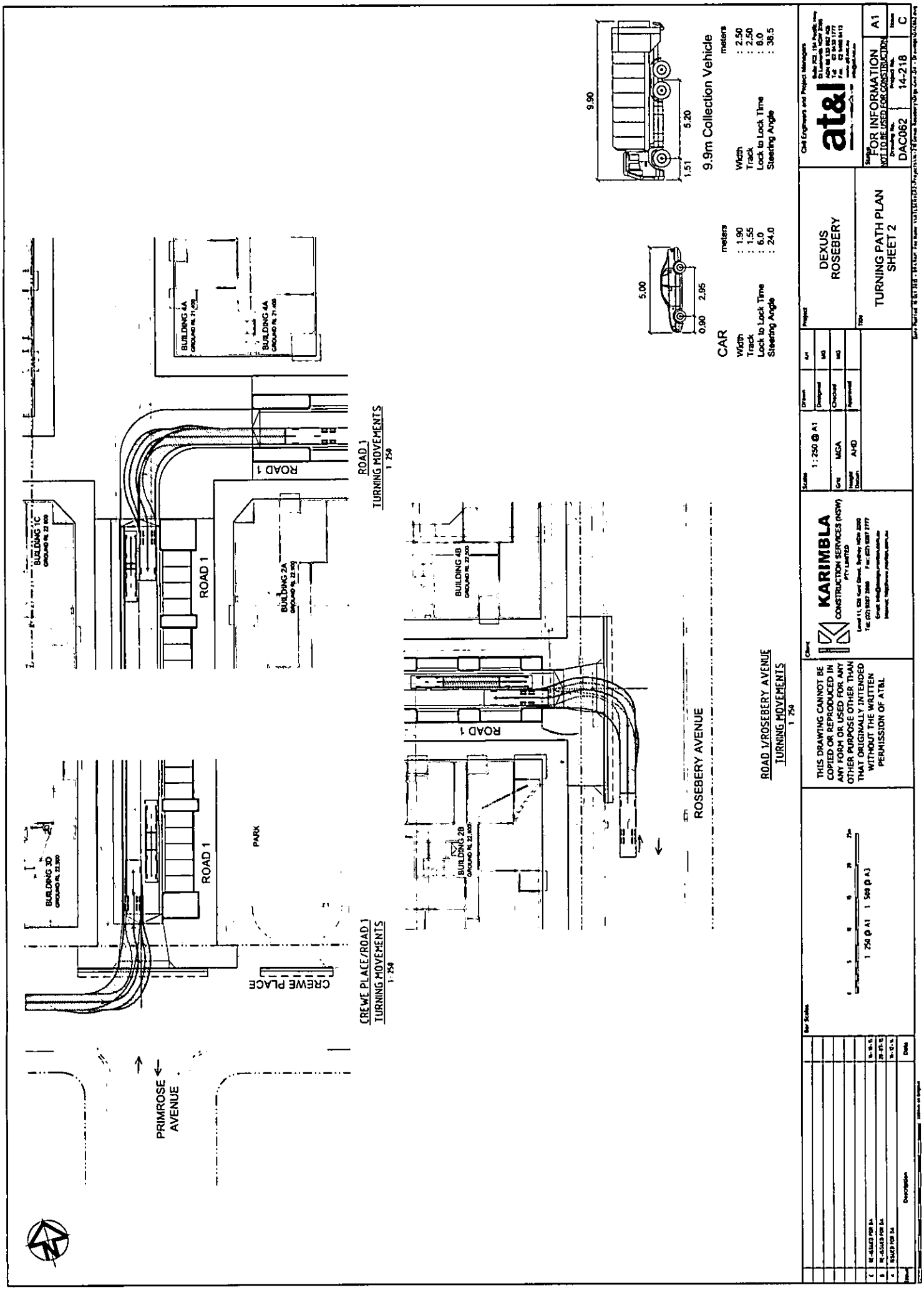
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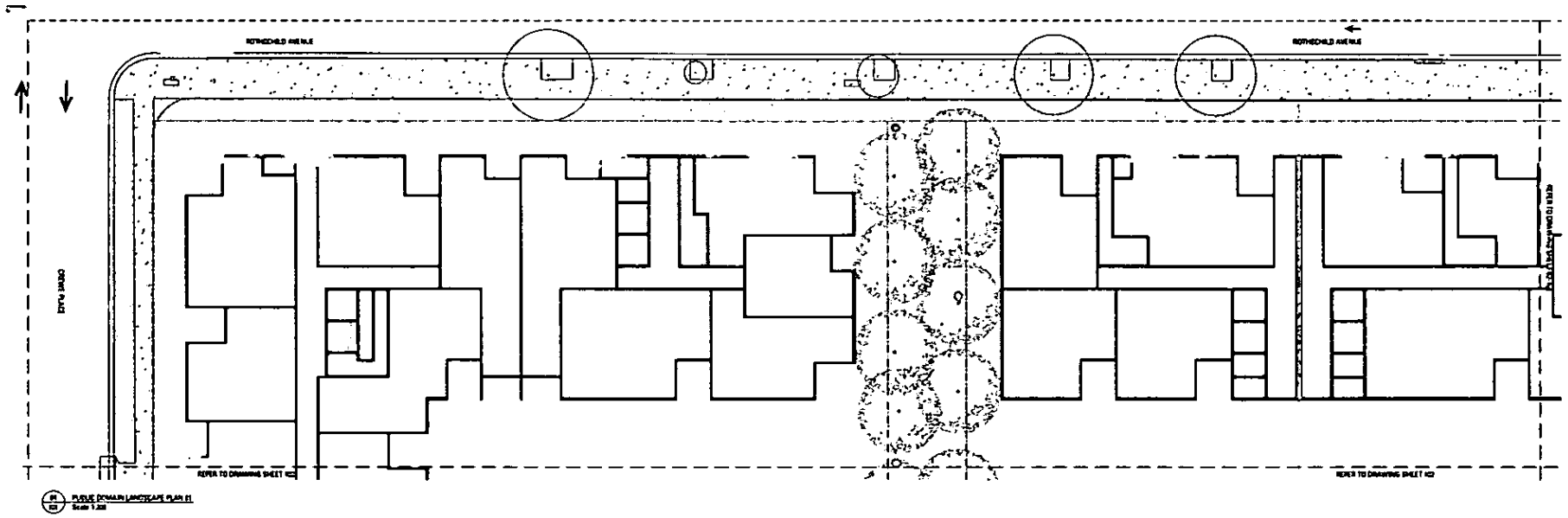
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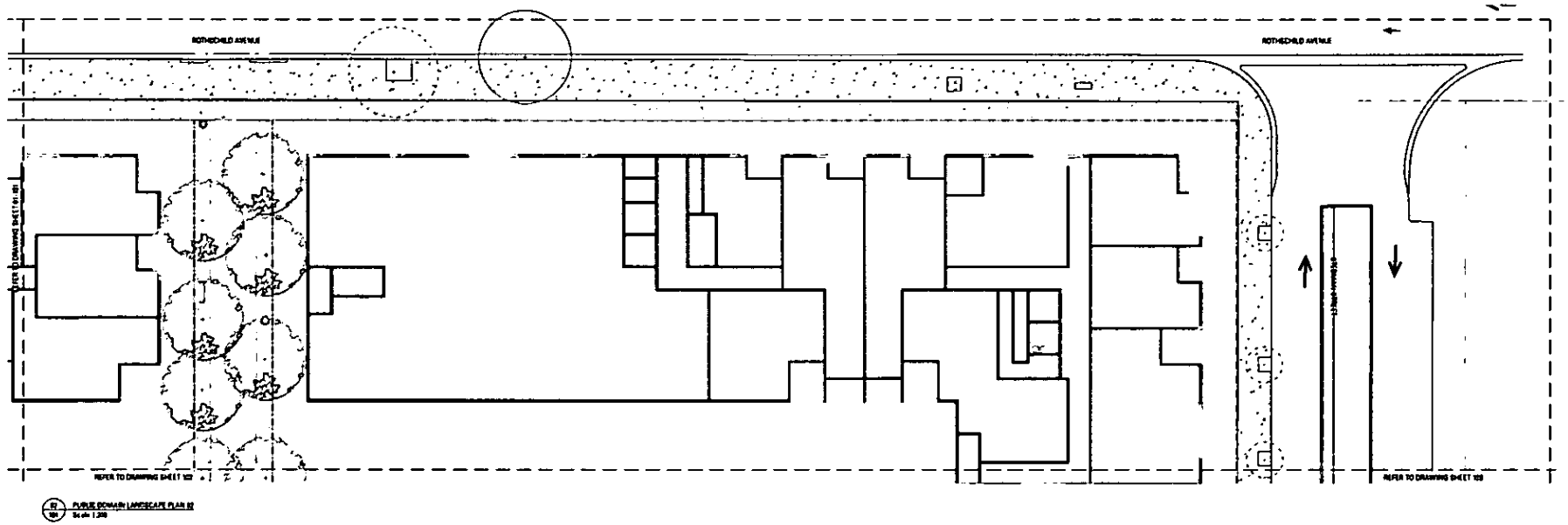
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Public domain plans by Arcadia Landscape Architecture dated September 2015 (drawing numbers 101, 102, 103, 104, 105, 201, 202 and 204)

PUBLIC DOMAIN LANDSCAPE PLAN



PUBLIC DOMAIN LANDSCAPE PLAN 01
Scale 1:200



PUBLIC DOMAIN LANDSCAPE PLAN 02
Scale 1:200

LEGEND

- EXISTING TREES TO BE RETAINED
- EXISTING TREES TO BE REMOVED
- PROPOSED STREET TREE PLANTING
  Refer Plant Schedule
- PROPOSED RAIN GARDEN MATRIX
  Refer Plant Schedule for Species
- PROPOSED TURF
  To Grass Verge
- PROPOSED NATIVE GRASS MATRIX
  Refer Plant Schedule for Species
- PROPOSED BIPAVE 60 / BRICKPAVE 60
  Refer Civil Documents
- PROPOSED BRICKPAVE 60 PAVING
  Refer Civil Documents
- PROPOSED INSITU CONCRETE PAVING
  Refer Civil Documents
- PROPOSED (COTTAH) PAVING
  Refer Civil Documents
- PROPOSED PERMEABLE PAVING
  Refer Civil Documents
- HEADER COURSE
  Refer Civil Documents
- PROPOSED TIMBER DECKING
- PROPOSED BENCH SEATING
- PROPOSED PICNIC TABLE
- PROPOSED RUBBISH BIN
- PROPOSED BUBBLER
- PROPOSED BIKE RACK
- PROPOSED STREET LIGHT POST
  Refer Lighting Engineer's Drawings
- PROPOSED PEDESTRIAN LIGHT POST

ARCADIA
LANDSCAPE ARCHITECTURE

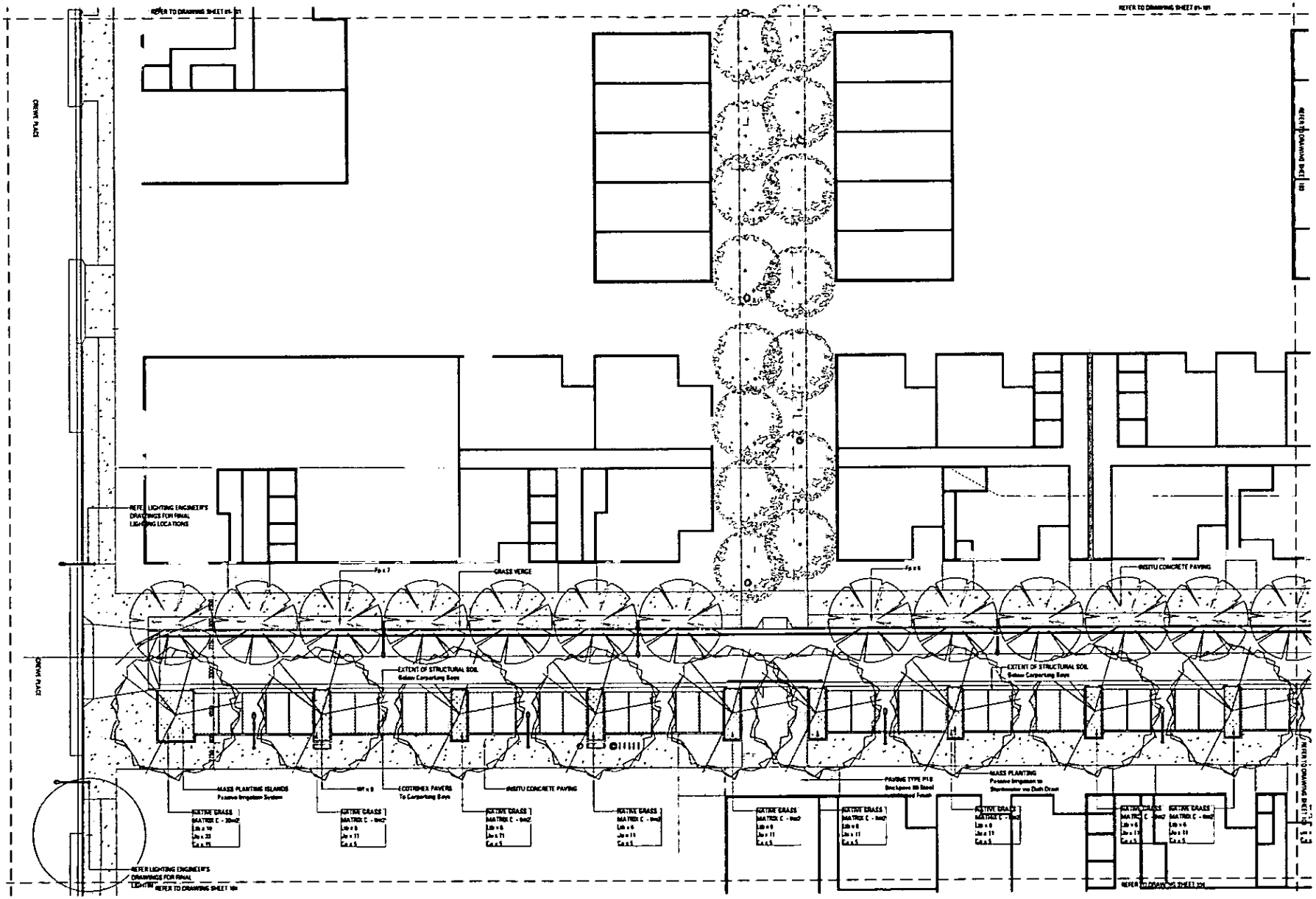
DEXUS SITE, ROSBERY - PUBLIC DOMAIN
DEVELOPMENT APPLICATION

PREPARED BY	Arcadia Landscape Architecture	DATE	30.09.2015
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ARCHITECT	PTW	ISSUE	D

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PUBLIC DOMAIN LANDSCAPE PLAN



ARCADIA

DEXUS SITE, ROSBERY - PUBLIC DOMAIN
DEVELOPMENT APPLICATION

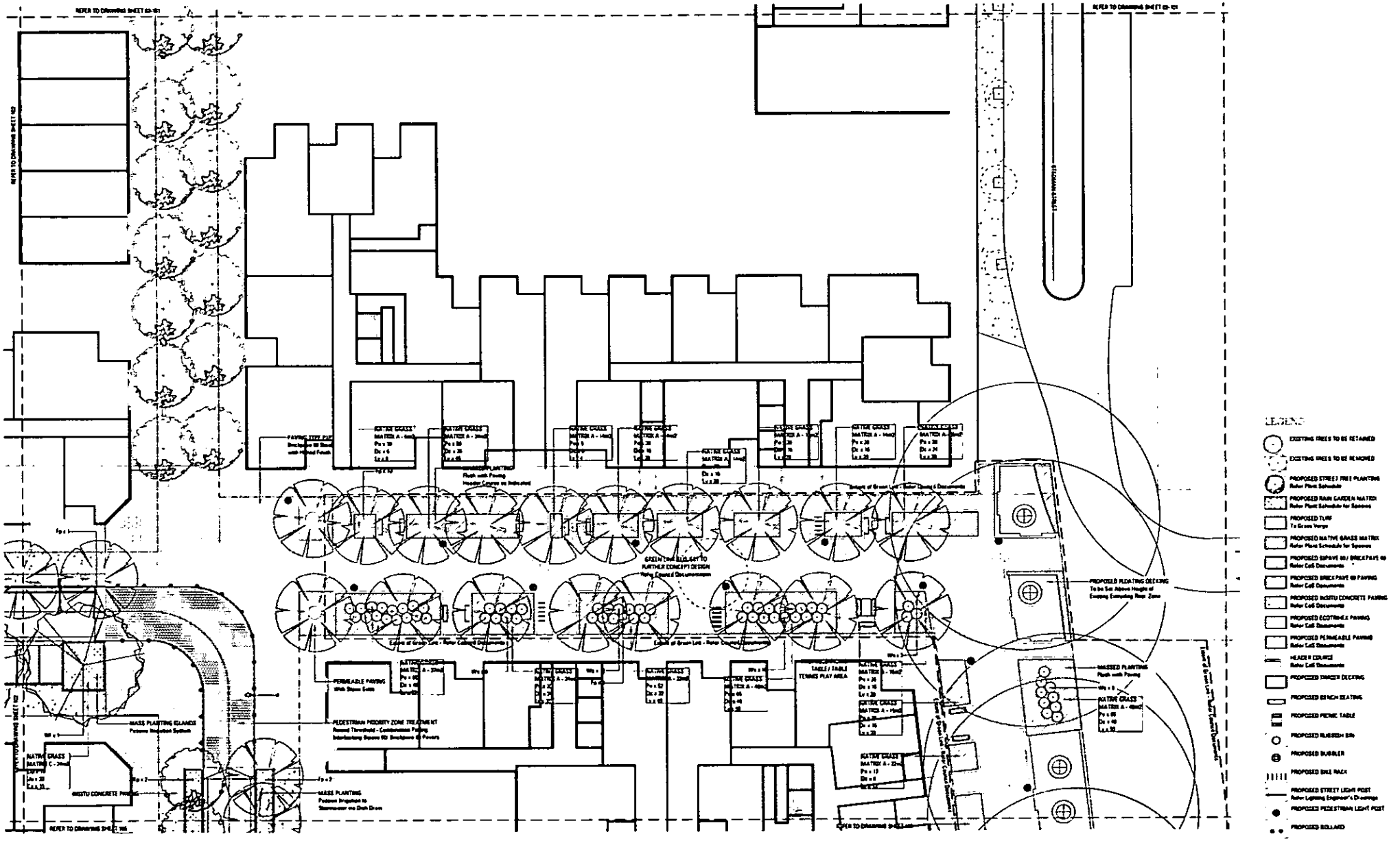
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PUBLIC DOMAIN LANDSCAPE PLAN



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ARCADIA

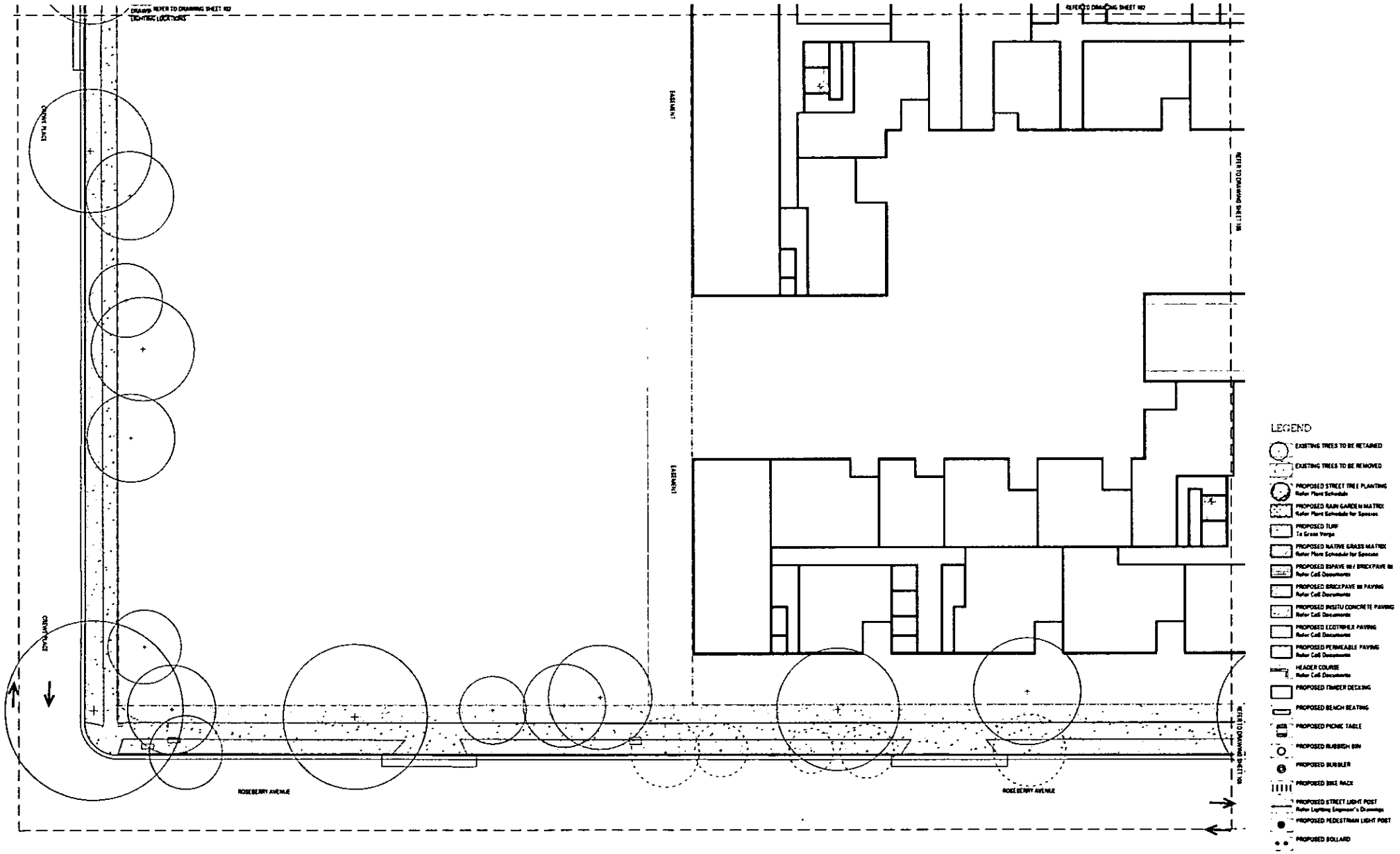
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DEVELOPMENT APPLICATION

PREPARED BY Arcadia Landscape Architecture
CLIENT DEXUS
ARCHITECT PTW

DATE
SCALE @ A1
ISSUE B

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PUBLIC DOMAIN LANDSCAPE PLAN



ARCADIA

DEXUS SITE, ROSBERY - PUBLIC DOMAIN
DEVELOPMENT APPLICATION

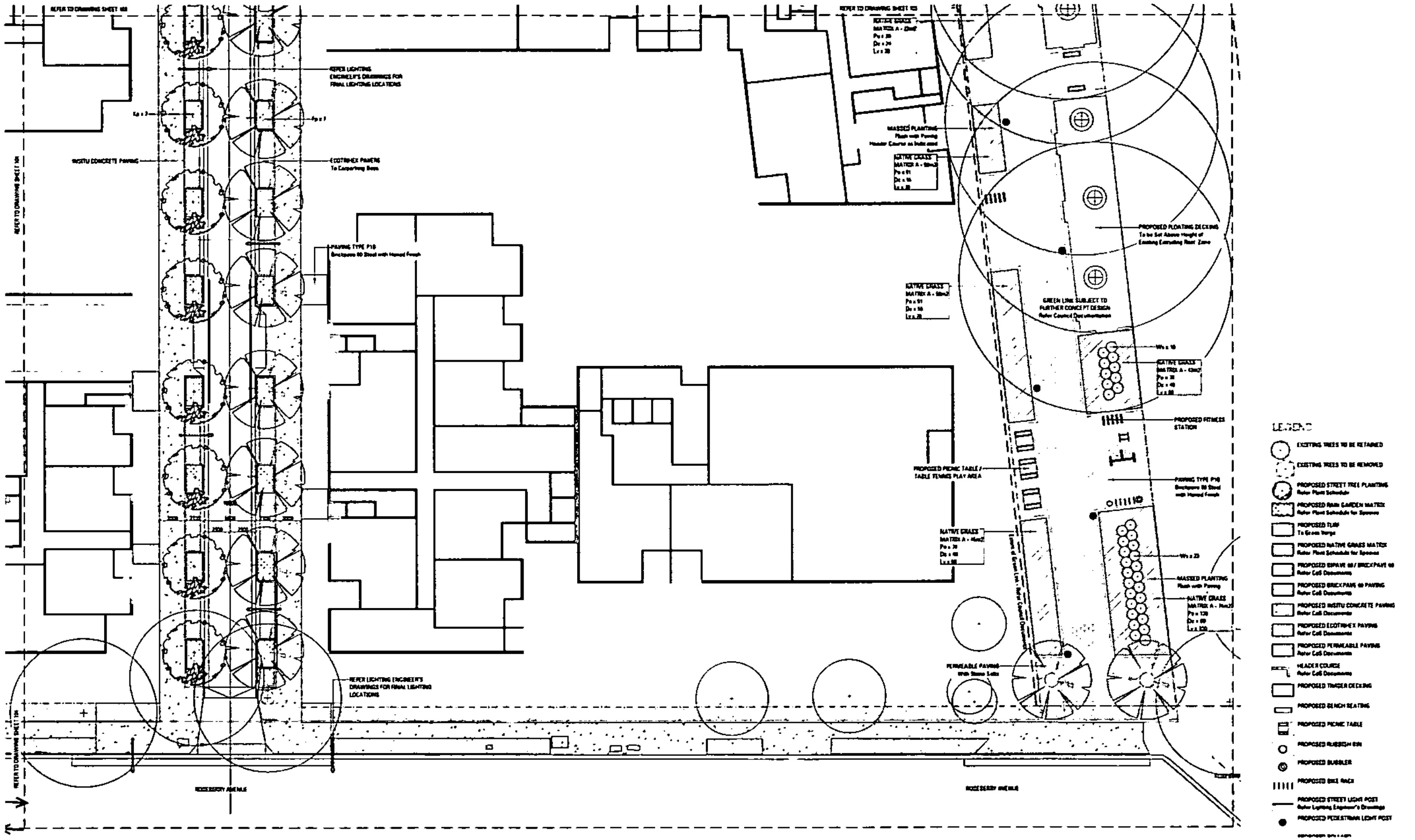
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PUBLIC DOMAIN LANDSCAPE PLAN

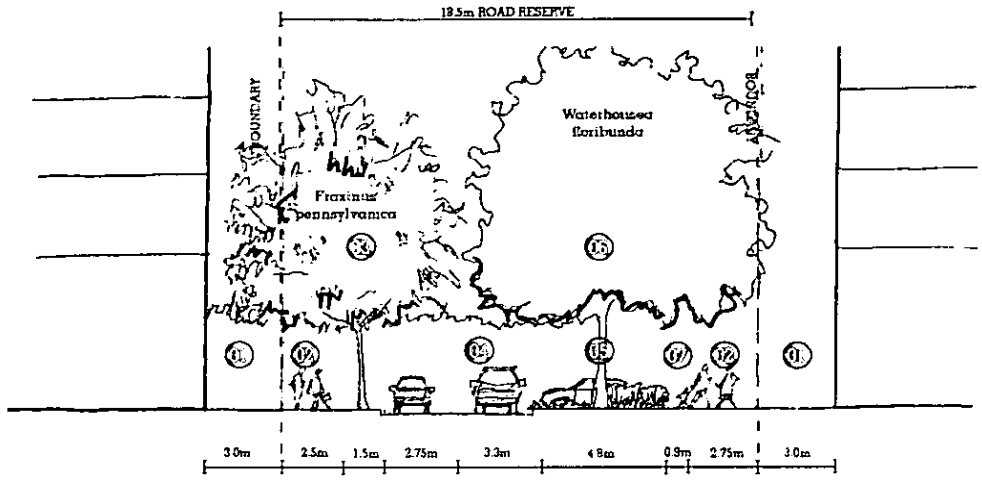


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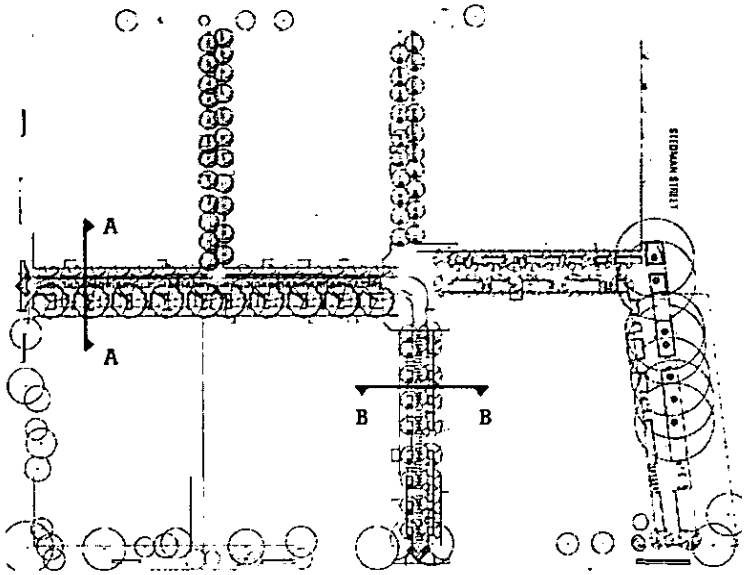
DEXUS SITE, ROSBERY - PUBLIC DOMAIN
DEVELOPMENT APPLICATION

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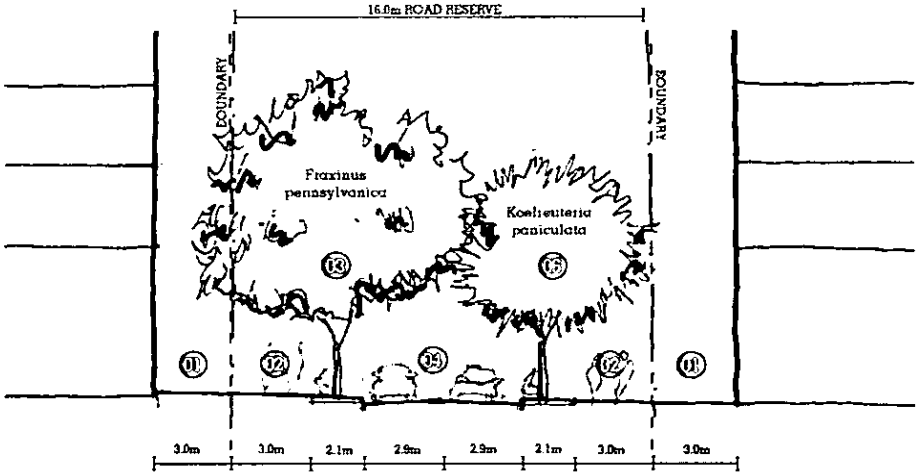
PUBLIC DOMAIN SECTIONS



SECTION A-A PRIMROSE AVE NORTH-SOUTH EXTENSION



KEY PLAN



SECTION B-B PRIMROSE AVE EAST-WEST EXTENSION

LEGEND
- 01/ Setback to Building
- 02/ Footpath
- 03/ Planting Verge with Trees
- 04/ Carriageway
- 05/ Parking Bays
- 06/ Tree in Mass Planting
- 07/ Vehicle Overhang

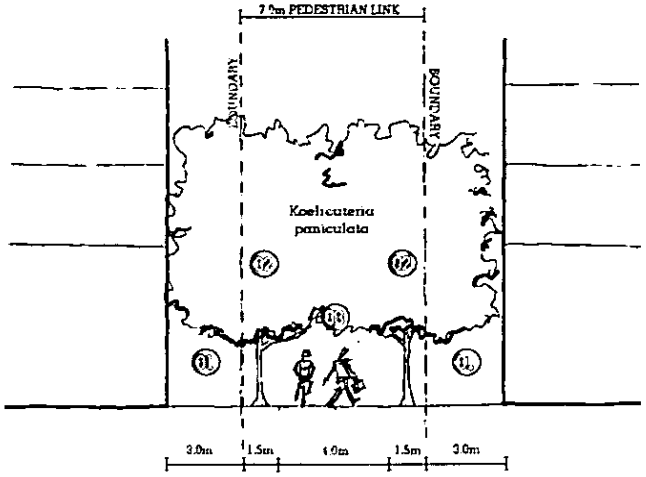
ARCADIA
LANDSCAPE ARCHITECTURE

DEXUS SITE - PUBLIC DOMAIN, ROSEBERRY
DEVELOPMENT APPLICATION

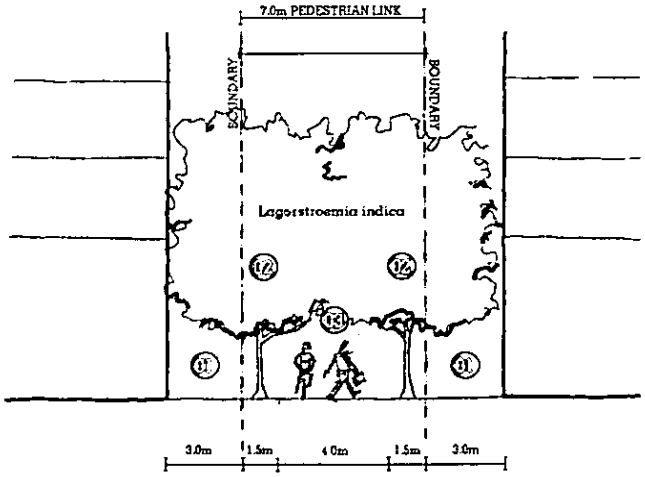
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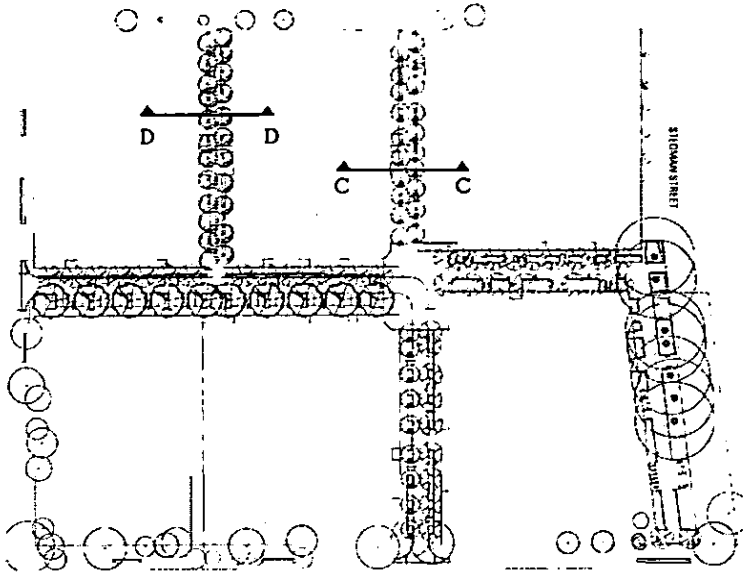
PUBLIC DOMAIN SECTIONS



SECTION C-C PEDESTRIAN LINK



SECTION D-D PEDESTRIAN LINK



KEY PLAN

LEGEND

01/ Setback to Building
02/ Planting Verge with Trees
03/ Shared Zone

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ARCADIA
LANDSCAPE ARCHITECTURE

DEXUS SITE - PUBLIC DOMAIN, ROSEBERRY
DEVELOPMENT APPLICATION

PREPARED BY	Arcadia Landscape Architecture	**DATE**	September 2015
CLIENT	Mirvac	**SCALE**	1:50@A1
ARCHITECT	N A	**ISSUE**	D

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PLANTING PALETTE + SCHEDULE

STREET TREES









NATIVE GRASSES / MASS PLANTING

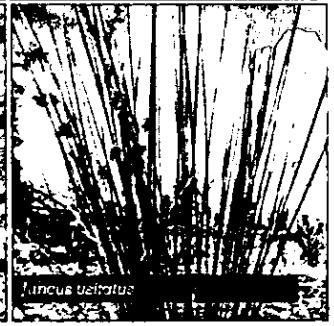












PLANT SCHEDULE

CODE	BOTANIC NAME	COMMON NAME	MATURE SIZE (h x w) (m)	PROPOSED POT SIZE	QUANTITY
	TREES & SHRUBS				
Fp	*Fraxinus pennsylvanica*	Green Ash	12 x 10	400Ltr	10
Kp	*Koelreuteria paniculata*	Golden Rain Tree	10 x 10	400Ltr	9
Wf	*Waterhousia floribunda*	Weeping Lilly Pilly	10 x 5	400Ltr	43
Ws	*Westringia fruticosa 'Smokey'*	Westringia Smokey	1.5 x 1.5		97
	NATIVE GRASS MATRIX A				
Dc	*Dianella caerulea*	Paroo Lily	1.0 x 0.7	100mm	861
Lv	*Lomandra longifolia 'Verday'*	Spiny Head Mat Rush	0.6 x 0.6	100mm	827
Pe	*Poa labillardieri 'Eskdale'*	Poa	0.8 x 0.5	100mm	1075
	NATIVE GRASS MATRIX C				
Ca	*Carex appressa*	Tall Sedge	0.9 x 1.0	100mm	70
Lb	*Lomandra hystrix 'Tropic Belle'*	Mat Rush	0.7-0.9 x 0.6-0.7	100mm	84
Ju	*Juncus usitatus*	Common Rush	0.8-1.0 x 0.3-0.5	100mm	154

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ARCADIA LANDSCAPE ARCHITECTURE

DEXUS SITE - PUBLIC DOMAIN, ROSEBERRY
DEVELOPMENT APPLICATION

PREPARED BY Arcadia Landscape Architecture
CLIENT Mirvac
ARCHITECT N.A
DATE September 2016
SCALE NA
ISSUE D

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Conditions relating to maintenance of Developer's Works (clause 8.3):

1. Maintain all plants, trees and planted areas in optimum growing condition and appearance. Maintenance to include:
    a. Water all plants and trees as required to ensure active growth keeping areas moist but not saturated.
    b. Apply maintenance period fertiliser in accordance with the manufacturer's specifications.
    c. Keep planting areas free of weeds and undesirable grasses. Remove the entire root system. Dispose of all weeds appropriately.
    d. Inspect all plants and trees for disease or insect damage weekly. Treat affected material immediately.
    e. Remove damaged or diseased growth from plants and trees.
    f. Immediately replace any failed or damaged plants and trees. Replacement shall be of equal size and species as the original plant.
    g. Reset to proper grades or upright position any plants that are not in their proper growing position.
    h. Stakes and ties must be adjusted or replaced as required.
    i. Pruning: Prune plants and trees to repair mechanical damage, or to improve plant shape and form or to clear footpaths.
    j. Turfed areas must be mowed when sufficient establishment of turf has occurred including but limited to adequate root contact/anchoring and root depth. All edges must be trimmed. Lawn clippings must be removed from site. Adjust the height of the mower to the lowest level where the lawn has a green appearance without being scalped.

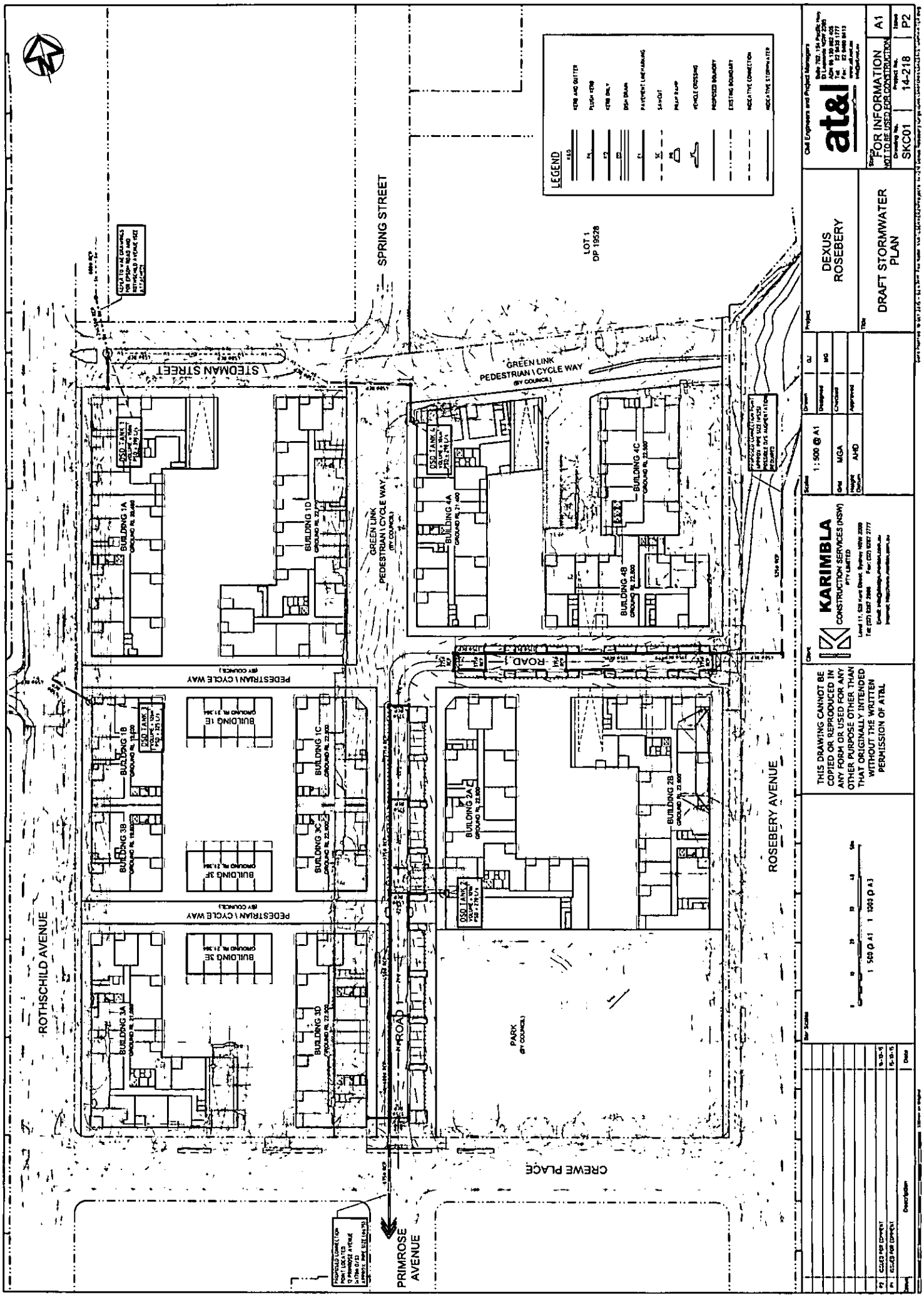
Topdress lawn if required and replace any areas of subsidence or dead turf which are greater than 1m2 in area. Apply lawn fertiliser to ensure healthy growth in the growing season. Remove all weed growth or grass around base of plants in turf by hand. Do not use nylon line type edge trimmers around base of trees.

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ANNEXURE B

Stormwater Works (project number 14-218, drawing number SKC01)

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Form: 11R
Release: 4·3

REQUEST

New South Wales
Real Property Act 1900

AP476520M

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises tl by this form for the establishment and maintenance of the Real Propert the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** — If applicable. Revenue NSW use only

(B) **TORRENS TITLE** — 304/1232046

(C) **REGISTERED DEALING**

Number	Torrens Title
AK298699	

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 8974 4156 CAN: 123053P Reference: X023210 - A Johnson	R

(E) **APPLICANT** — THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)

(F) **NATURE OF REQUEST** — Registration of Second Deed of Variation of Planning Agreement pursuant to section 7.6 of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

Registration of Second Deed of Variation of Planning Agreement in the form annexed to this Request and marked "A" pursuant to section 7.6 of the Environmental Planning and Assessment Act 1979.

DATE 2 August 2019

(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: Andre Michael Johnson
Signatory's capacity: solicitor

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. [ ] Full name: Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1708

DP1255452

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sparke HELMORE LAWYERS

9 July 2019

Land Registry Services
Queens Square
Sydney NSW 2000

Document Services
22 JUL 2019
City of Sydney

Dear Sir

Ausgrid lease of Substation No. 8305 and 8306 from Karimbla Properties (No. 49) Pty Ltd
Property: 55 Rothschild Avenue, Rosebery
Registered Lease No.: 9602323
Our ref: HEM/AUS096-02158

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising these partnerships are set out in the annexure together with a **copy** of our letter to the LPI dated 13 September 2017 which has been accepted by LPI Legal providing our authority to issue consents on behalf of ADMHC, AAP and AOP.

We are instructed to consent to the registration of:

1 a Request to record of a Planning Agreement in favour of the Council of the City of Sydney over the title to the land.

If you require any additional information please contact our office.

Yours faithfully

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman and Partner responsible:
Andrew White
e: andrew.white@sparke.com.au

Encl.

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Annexure to Lessee Consent

Dealing AK971351

The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

(a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;

(b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;

(c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;

(d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and

(e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

Dealing AK971352

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

(a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

(b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

(c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

(d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.

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sparke HELMORE LAWYERS

COPY

13 September 2017

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir/Madam

Leasehold interests of ADMHC
LPI consent to dealings
Our ref: HEM/AUS096-01476

As you are aware we act for Ausgrid Asset Partnership ABN 48 622 605 493 (**AAP**) and Ausgrid Operator Partnership ABN 78 508 211 731 (**AOP**).

As you are also aware ADMHC leases the Network Land to AAP pursuant to registered lease AK 971351 (**Head Lease**) which in turn subleases that Network Land to AOP pursuant to registered Lease 971352 (**Sublease**).

AAP has broad powers in relation to Network Leased Land pursuant to clause 2.3 of the Head Lease.

Relying on those powers and in particular the authority given to it pursuant to clause 2.3(c) of the Head Lease, AAP is entitled to exercise or procure the exercise of any of the rights of ADMHC under the Head Lease except to the extent the exercise of those rights are not permissible under the Head Lease.

The granting of consents to LPI dealings by AAP on behalf of ADMHC where ADMHC holds a registered interest in land is a permissible right under the Head Lease.

In those circumstances AAP requests that LPI's practice for obtaining the consent of the registered lessee both where ADMHC is now shown on the register as the lessee and where a lease to Ausgrid or a predecessor in title now records ADMHC as lessee pursuant to a change of name after 1 December 2016, is to obtain a single consent letter from AAP or from AAP's solicitor.

If you wish to discuss this issue further before determining the issue please contact Helen Murray in this office.

Yours faithfully

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

cc: Ms J Smith, General Counsel, Ausgrid

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"Annexure A"

SECOND DEED OF VARIATION OF PLANNING AGREEMENT

Sydney2030 Green Global Connected

The Council of the City of Sydney

and

Karimbla Properties (No. 49) Pty Limited

Property: 25-55 Rothschild Avenue, Rosebery and 5-13 Rosebery Avenue, Rosebery

David Cremona
Director

Robyn McCully
Secretary

Reference: X023210

Graham Jahn
Director City Planning
Development &
Transport

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DEED OF VARIATION

THIS DEED is made on 12 July 2019

PARTIES

(1) **THE COUNCIL OF THE CITY OF SYDNEY** ABN 22 636 550 790 of Town Hall House, 456 Kent Street Sydney NSW 2000 (**City**);

(2) **KARIMBLA PROPERTIES (NO. 49) PTY LTD** ACN 168 601 223 of Level 11, 528 Kent Street, Sydney NSW 2000 (**Developer**).

BACKGROUND

A. The City and the Developer entered into the Agreement.

B. The City previously provided the Developer with the detailed design plans and updated anticipated costs for constructing the Public Park and Greenway in accordance with clause 5.2 of the Agreement.

C. The City and the Developer did not agree under clause 5.2 of the Agreement that the Developer would undertake the Election Works.

D. The City has proposed a reduced scope for the Election Works and the Developer has agreed to undertake the reduced scope for the Election Works as part of the Developer's Works for Phase 3.

E. The City and the Developer have agreed to vary the Agreement to reflect the above in the manner set out in this Deed of Variation.

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 In this Deed of Variation, unless the context otherwise requires:

Agreement means the planning agreement between the City and the Developer dated 1 March 2016 with registered dealing number AK298699, as varied by the deed of variation between the City and Developer dated 22 February 2018 with registered dealing number AN211023.

Deed of Variation means this deed of variation of the Agreement and all annexures, schedules, attachments and exhibits.

Developer's Works has the meaning ascribed to that term under the Agreement.

Election Works has the meaning ascribed to that term under the Agreement.

Land has the meaning ascribed to that term under the Agreement.

Phase has the meaning ascribed to that term under the Agreement.

1.2 **Rules for interpreting this Deed of Variation**

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Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed of Variation, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.

(g) A reference to dollars or $ is to an amount in Australian currency.

(h) A reference to this document includes the agreement recorded by this document.

(i) Words defined in the GST Act have the same meaning in clauses about GST.

(j) A reference to a month is to a calendar month.

1.3 A reference to a term defined in the Agreement has the same meaning when used in this Deed of Variation.

1.4 This Deed of Variation is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2 VARIATION OF AGREEMENT

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The Agreement is varied as follows:

2.1 Clause 1.1 is amended by:

(a) deleting the definition of "Election Works"; and

(b) inserting the following definition:

"**Public Park and Greenway Works**" has the meaning ascribed to it under clause 5.2(a).

2.2 Clause 5.2 is deleted and replaced with the following:

5.2 Public Park and Greenway Works

(a) The Developer has agreed to carry out the works shown in the concept design plans for embellishing the Public Park and Greenway which are annexed at Annexure A (**Public Park and Greenway Works**).

(b) The Developer must undertake the Public Park and Greenway Works:

(i) at its own risk as if the Public Park and Greenway Works form part of the Developer's Works for Phase 3;

(ii) in accordance with the concept design plans for constructing the Public Park and Greenway which are annexed at Annexure A; and

(iii) so that construction of the Public Park and Greenway Works reach Completion in according with the timing stated in Item 3 of clause 1 of Schedule 3 to this document.

(c) In consideration for the Developer carrying out the Public Park and Greenway Works, the City agrees to pay the Developer $1,413,510 plus GST (**Works Amount**) in accordance with the following:

i) following the date of this document, the Developer may submit a claim for payment to the City for 30% of the Works Amount by way of a tax invoice; and

ii) following the Public Park and Greenway Works and the Developer's Works for Phase 3 reaching Completion, the Developer may submit a claim for payment to the City for 70% of the Works Amount by way of a tax invoice.

(d) At the same time as submitting the claim under clause 5.2(c)(ii), the Developer must provide the City with a Guarantee for an amount equal to 10% of the Works Amount as security for the Developer's performance of its obligations under clause 8 in respect of the Public Park and Greenway Works. The City must return the Guarantee to the Developer within 28 days after the expiry of the Defect Liability Period for the Developer's Works for Phase 3.

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(e) Within 20 Business Days after the City receives a claim under clause 5.2(c)(i), the City must pay to the Developer the percentage of the Works Amount claimed by the Developer under clause 5.2(c)(i).

(f) Within 20 Business Days after the City receives:

i) a claim under clause 5.2(c)(ii); and

ii) the Guarantee under clause 5.2(d),

the City must pay to the Developer the percentage of the Works Amount claimed by the Developer under clause 5.2(c)(ii).

(g) The City is not required to pay more than the Works Amount towards the cost of the Public Park and Greenway Works.

(h) For the purposes of clause 4.2 of Schedule 3 of this document, the following will apply in respect of the Public Park and Greenway Works:

i) the detailed cost estimate for the Public Park and Greenway Works will be the cost estimate at Annexure B of this document;

ii) the Works Amount is taken to be the cost estimate for the Public Park and Greenway Works approved by the City; and

iii) the value of the Developer's Works will not be adjusted from what is stated in the table in clause 1 of Schedule 3.

2.3 Clause 5.3 is deleted.

2.4 Clause 1 of Schedule 3 is deleted and replaced with Schedule 2 of this Deed of Variation.

2.5 The plans attached at Schedule 1 of this Deed of Variation are added at the end of Annexure A of the Agreement.

2.6 The cost estimate attached at Schedule 3 of this Deed of Variation is added as Annexure B of the Agreement.

3 NO OTHER CHANGE

The parties confirm that the Agreement will continue in full force and effect as varied by this Deed of Variation. Nothing in this Deed of Variation will be read or construed as implying any form of variation or waiver other than as expressly set out in this Agreement.

4 FURTHER ASSURANCE

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed of Variation.

5 LEGAL COSTS

5.1 The Developer must pay the reasonable costs incurred by the City (including any legal costs and costs arising from the public notice and inspection process) arising from or in connection with this Deed of Variation.

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5.2 The Developer must (at its cost) procure registration of this Deed of Variation under the *Real Property Act 1900 (NSW)* in the relevant folio of the Register in accordance with section 7.6 of the *Environmental Planning and Assessment Act 1979 (NSW)* on those parts of the Land which the Developer owns.

6 GENERAL

6.1 This Deed of Variation contains the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Deed of Variation are of no effect.

6.2 A right may only be waived in writing, signed by the party giving the waiver, and:

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

6.3 Nothing in this Deed of Variation in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

6.4 The invalidity, illegality or unenforceability of any provisions of this Deed of Variation will not affect the validity or enforceability of any other provisions.

6.5 This Deed of Variation may only be varied in writing by the agreement of the parties.

6.6 This Deed of Variation is governed by and construed in accordance with the law of the State of New South Wales.

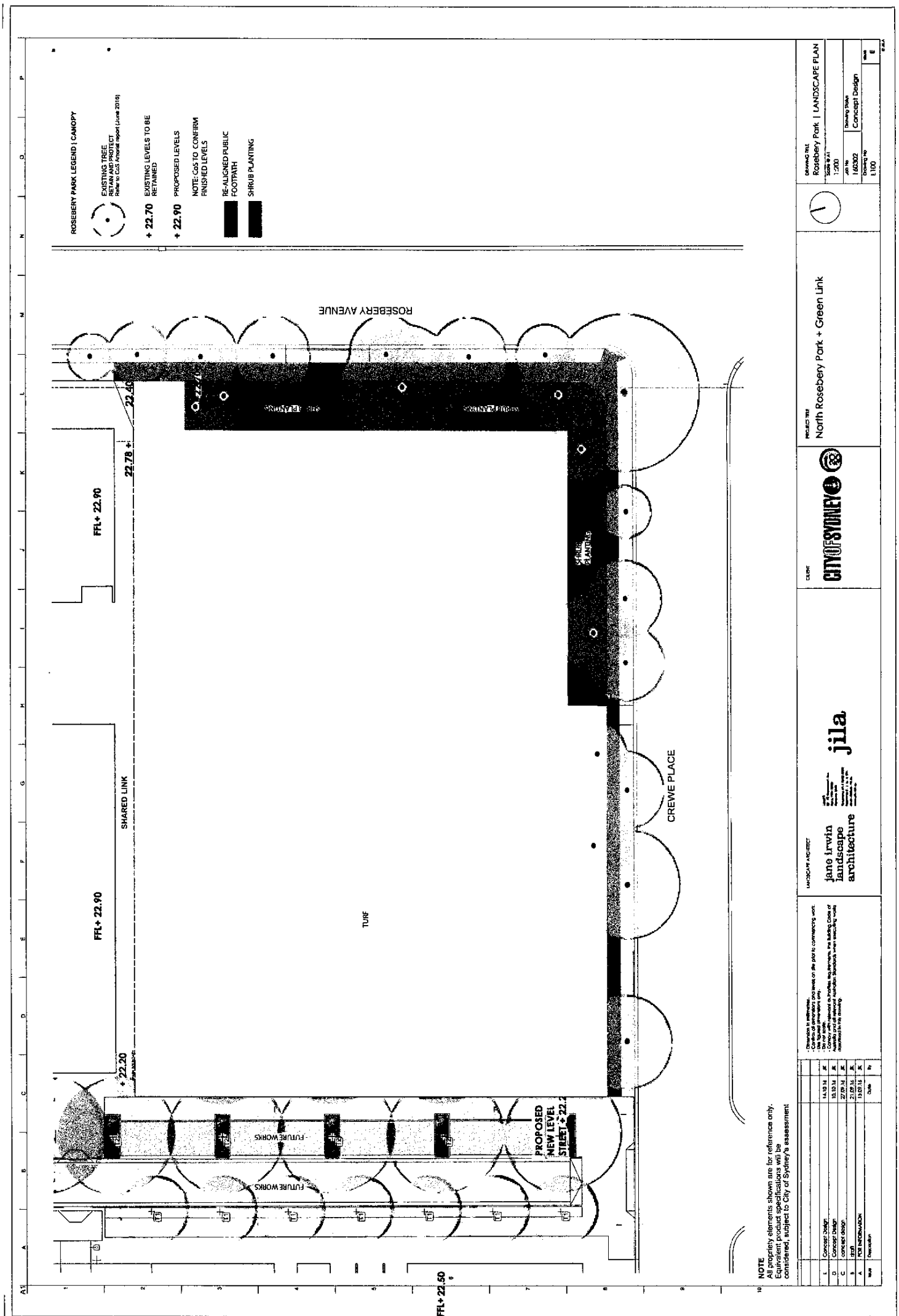
6.7 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed of Variation.

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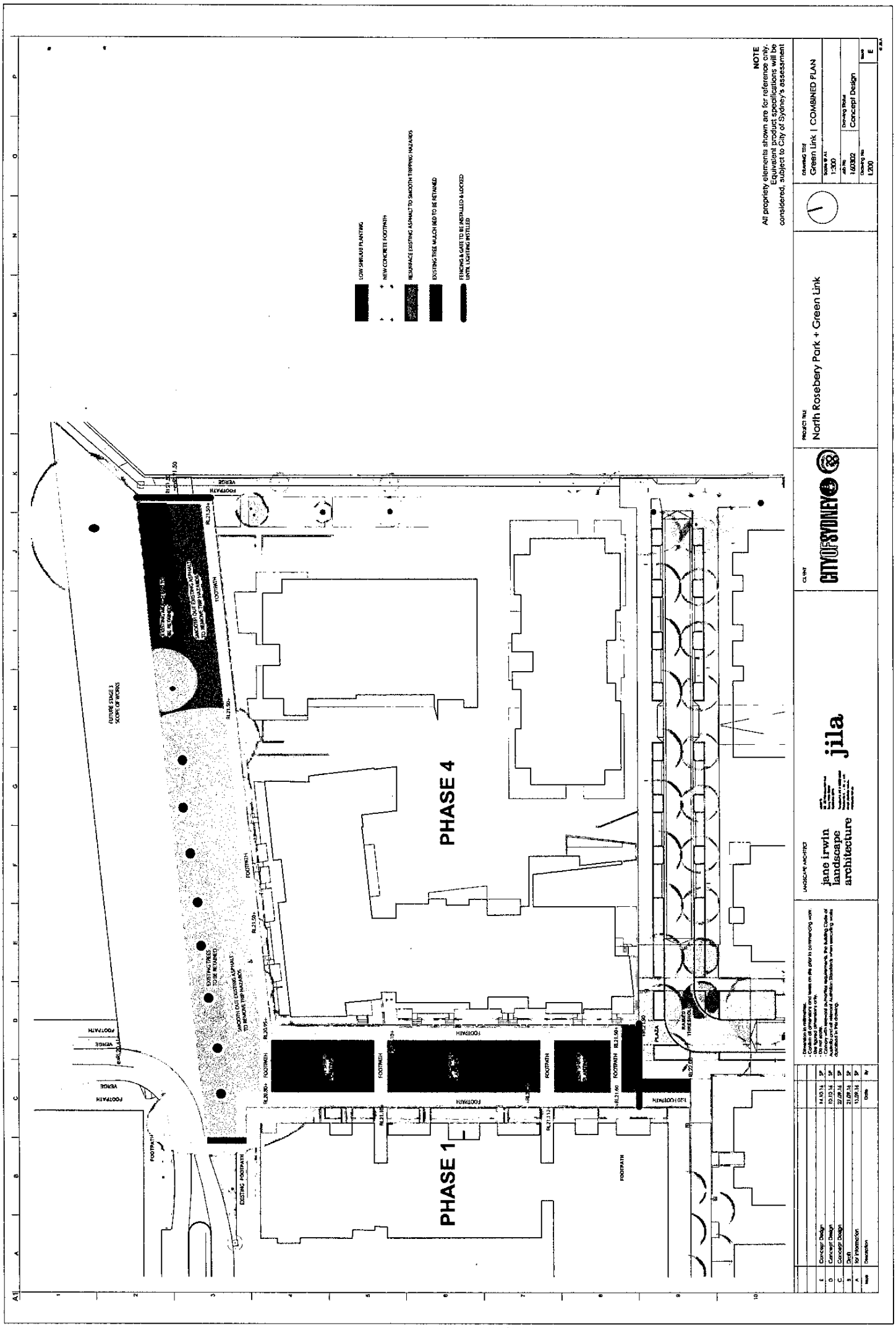
Schedule 1

Public Park and Greenway Works

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DEXUS, ROSEBERY
PUBLIC PARK AND GREEN LINK LANDSCAPE TENDER PACKAGE

DRAWING REGISTER

DWG NO.	DRAWING NAME	SCALE	SIZE	ISSUE
L000	COVER SHEET + DRAWING REGISTER & LEGEND	NTS	A1	C
L101	PARK LANDSCAPE PLAN	1:200	A1	C
L102	GREEN LINK LANDSCAPE PLAN	1:250	A1	C
L901	LANDSCAPE SPECIFICATION NOTES & DETAILS	AS SHOWN	A1	B
L902	CITY OF SYDNEY TECHNICAL DETAILS	AS SHOWN	A1	B
L903	CITY OF SYDNEY TECHNICAL DETAILS	AS SHOWN	A1	B
L904	CITY OF SYDNEY TECHNICAL DETAILS	AS SHOWN	A1	A
L905	CITY OF SYDNEY TECHNICAL DETAILS	AS SHOWN	A1	A
L906	TYPICAL LONG SECTION - GREEN LINK	AS SHOWN	A1	A
L907	TYPICAL CROSS SECTIONS - GREEN LINK	AS SHOWN	A1	A

APPENDIX A: STORM, DEXUS FOOTPATH PROFILING DOCUMENT, 18.11.2016

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	MATURITY HEIGHT AND SPREAD (m)	CONTAINER SIZE	DENSITY/ m²	QTY	MIX (decimal)	Area (m2)	Comments
PL1 (PLANTING MIX TYPE 1) - PARK									
	Kunzea ambigua	Tick Bush	4m x 4m	150mm	6	534	0.2	445	Each species to be planted in random groupings of 16-45
	Persoonia lanceolata	Lance-leaf geebung	3m x 2m	150mm	6	534	0.2		
	Astroloma pinifolium	Pine Heath	1m x 1m	150mm	6	534	0.2		
	Stypnelia viridis	Green Fire Corners	0.3m x 1.5m	150mm	6	267	0.1		
	Epacris obtusifolia	Blunt-leav Heath	1m x 1m	150mm	6	267	0.1		
	Eriostemon australis	Pink Wax Flower	1m x 1m	150mm	6	267	0.1		
	Correa reflexa	Native Fuchsia	0.5m x 1m	150mm	6	267	0.1		
						2670			

GREEN LINK								
A	*Clivea miniata*	Bush Lily	0.6m x 0.6m	150mm	6	552		92
B	*Dianella caerulea*	Blue Flax Lily	0.8m x 0.8m	150mm	6	762		127
C	*Asplenium nidus*	Birds Nest Fern	1m x 1.5m	150mm	6	954		159
D	*Blechnum spicant*	Deer Fern	0.5m x 0.8m	150mm	6	360		60
E	*Persoonia lanceolata*	Lance-leaf geebung	3m x 2m	150mm	6	1332		222
F	*Stypnelia viridis*	Green Fire Corners	0.3m x 1.5m	150mm	6	792		132
G	*Correa reflexa*	Native Fuchsia	0.5m x 1m	150mm	6	738		123
						5490		

NOTE: FINISHED LEVELS OF THE FOOTPATH AND KERB & GUTTER ARE TO COMPLY WITH THE FOLLOWING APPROVED ALIGNMENT LEVEL DRAWINGS:

- PLAN SET 01; FOOTPATH PROFILING DOCUMENT NO. 1857.01 SHEETS 1-13 DRAWN STORM CONSULTING DATED 18 NOVEMBER 2016, AND;
- CONFECTIONERS WAY DETAILED ROAD DESIGN DOCUMENT NO. 1857 SHEETS 1-36 DRAWN BY STORM CONSULTING,

LEGEND

GENERAL

- EXENT OF WORKS
- EXISTING BOUDNARY
- EXISTING LEVELS
- P1 — PROPOSED CONCRETE PATH. UPGRADE WORKS. REFER CITY OF SYDNEY COUNCIL 'SYDNEY STREETS TECHICAL SPECIFICATION'
- P2 — PROPOSED ASPHALT TOPPING. SMOOTH OUT EXISTING ASPHALT BY ADDING 60mm AC10 IN TWO LAYERS
- T1 — TURF VERGE. REFER CITY OF SYDNEY COUNCIL 'SYDNEY STREETS TECHNICAL SPECIFICATION'
- PL1 — PLANING MIX TYPE 1. REFER TO PLANT SCHEDULE
- A — GREEN LINK PLANTING. REFER TO PLANT SCHEDULE
- E1 — EDGE TYPE 1. SPADE EDGE
- EXISTING TREE TO BE RETAINED AND PROTECTED. TREE PROTECTION FENCING REQUIRED AS SPECIFIED-L904
- SECURITY FENCE & GATE. REFER DETAIL ON L901

DO NOT SCALE

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GENERAL LANDSCAPE NOTES

KEY PLAN

REV	DESCRIPTION	DWN	CHK	DATE
C	ISSUED FOR TENDER	CG	CG	13.08.2019
B	ISSUED FOR TENDER	CG	CG	07.05.2019
A	ISSUED FOR TENDER	CG	CG	29.04.2019

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PROJECT:
DEXUS PARK & GREEN LINK

DRAWING TITLE:
LANDSCAPE PLAN
COVER PAGE

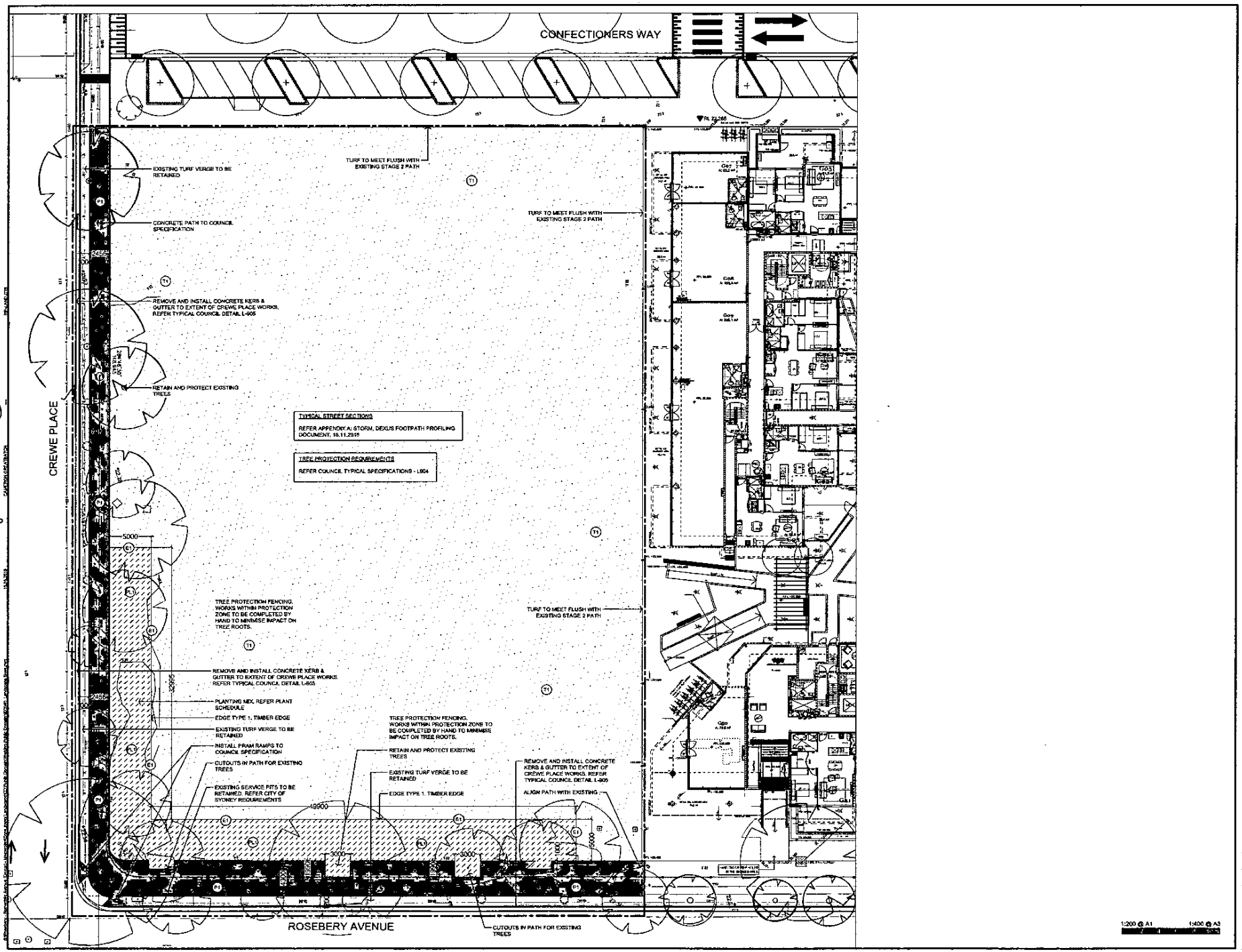
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23.04.2019	AS SHOWN	L000	C
PROJECT #D:	DRAWN BY: AS SHOWN		

APPROVED AND SIGNED ON BEHALF OF MERITON APARTMENTS PTY LTD

CAMERON GREATBATCH REG. LA

NORTH

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GENERAL LANDSCAPE NOTES

KEY PLAN

REV	DESCRIPTION	DRWN	CHK	DATE
C	ISSUED FOR TENDER	CG	CG	15.08.2019
B	ISSUED FOR TENDER	CG	CG	07.06.2019
A	ISSUED FOR TENDER	CG	CG	26.04.2019

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PROJECT:
DEXUS PARK & GREEN LINK

DRAWING TITLE:
LANDSCAPE PLAN PARK

DATE:	SCALE:	DRAWING NO:	REV:
23.04.2019	AS SHOWN	L101	C
PROJECT NO:	DRAWN BY:		
	AS SHOWN		

APPROVED AND SIGNED ON BEHALF OF MERITON APARTMENTS PTY LTD
CAMERON GREATBATCH (REGULAR)

NORTH

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ALL DIMENSIONS ARE TO BE CHECKED ON SITE BEFORE ANY WORK IS COMMENCED. ANY DISCREPANCIES OR OMISSIONS ARE TO BE REPORTED TO THE CONSULTANT PRIOR TO ANY WORK BEING CARRIED OUT. DO NOT SCALE DRAWINGS. FIGURED DIMENSIONS ONLY TO BE USED.

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GENERAL MATERIALS NOTES

SITE PLAN

REV	DESCRIPTION	DRWN	CHK	DATE
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B	ISSUED FOR TENDER	CG	CG	07.06.2019
A	ISSUED FOR TENDER	CG	CG	26.04.2019

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PROJECT
DEXUS PARK & GREEN LINK

DRAWING TITLE
LANDSCAPE PLAN
GREEN LINK

DATE	SCALE	DRAWING NO.	REV.
23.04.2019	AS SHOWN @ A1	L102	C
PROJECT NO.	DRAWN BY		
	AS SHOWN		

NOTE:

APPROVAL CAN BE ACCEPTED ON BEHALF OF MERITON ONLY WHEN SIGNED BY TWO (2) DIRECTORS OR ONE DIRECTOR AND A SECRETARY

CAMERON GRUTCHFIELD (NSW) 4N

1:250 @ A1 1:500 @ A3

PROPOSED GLASS

CONFECTIONERS WAY

ROSEBERY AVENUE

GENERAL NOTES

LANDSCAPE MAINTENANCE STRATEGY

1.1 GENERAL

PLANTING MAINTENANCE PERIOD: THE PLANTING MAINTENANCE PERIOD WILL BE 52 WEEKS AND WILL COMMENCE FROM THE DATE OF PRACTICAL COMPLETION, OF EACH PHASE OF PLANTING WORKS (HEREBY SPECIFIED TO BE A SEPARABLE PART OF THE WORKS). IT IS ANTICIPATED THAT PLANTING WORKS WILL BE UNDERTAKEN IN ONE PHASE

PLANTING MAINTENANCE PROGRAM: 2 WEEKS PRIOR TO PRACTICAL COMPLETION, FURNISH A PROPOSED PLANTING ESTABLISHMENT PROGRAM, AND AMEND IT AS REQUIRED. SUCH PROPOSAL SHOULD CONTAIN DETAILS OF THE TYPES AND FREQUENCY OF MAINTENANCE ACTIVITIES INVOLVED WITH THE ESTABLISHMENT OF PLANTS AND GRASSED AREAS. COMPLY WITH THE APPROVED PROGRAM.

PLANTING MAINTENANCE LOG BOOK: KEEP A LOG BOOK RECORDING WHEN AND WHAT MAINTENANCE WORK HAS BEEN DONE AND WHAT MATERIALS, INCLUDING APPROVED TOXIC MATERIALS, HAVE BEEN USED. LOG BOOK MUST BE SIGNED OFF BY THE CLIENT'S REPRESENTATIVE AFTER EACH MAINTENANCE VISIT. MAINTAIN LOG BOOK IN LOCATION NOMINATED BY SUPERINTENDENT. ALL ENTRIES ARE TO BE INITIALLED BY PERSON NOMINATED BY SUPERINTENDENT. LOG BOOK TO CONTAIN A COPY OF THE APPROVED PLANTING ESTABLISHMENT PROGRAM.

PRODUCT WARRANTY: SUBMIT THE SUPPLIER'S WRITTEN STATEMENT CERTIFYING THAT PLANTS ARE TRUE TO THE REQUIRED SPECIES AND TYPE, AND ARE FREE FROM DISEASES, PESTS AND WEEDS.

INSURANCE: THE CONTRACTOR IS TO ENSURE SUITABLE INSURANCE COVER AND / OR BANK GUARANTEE IS IN PLACE FOR THE THEFT AND / OR DAMAGE OF ALL WORKS EXECUTED UNDER THIS CONTRACT FOR THE PLANT MAINTENANCE PERIOD.

1.2 WATERING

TREE PITS & TURF VERGES ARE DESIGNED FOR PASSIVE IRRIGATION AFTER INITIAL MAINTENANCE PERIOD. THE CONTRACTOR IS RESPONSIBLE FOR A WATERING REGIME SYSTEM THAT WILL RELIABLY SUPPLY SUFFICIENT WATER TO SUSTAIN THE TREE SPECIFIED. IF THE WATERING REGIME IS INTENDED TO BE AMENDED THE CONTRACTOR MUST SEEK WRITTEN APPROVAL FROM THE SUPERINTENDENT IMMEDIATELY PRIOR TO THE DEFERMENT OF WATERING.

WATERING PERMITS: THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY WATERING PERMITS REQUIRED TO CARRY OUT THE WATERING AS SPECIFIED.

1.3 PLANTING MAINTENANCE

PROTECTION OF WORKS: PROVIDE ANY FENCING OR BARRIERS NECESSARY TO PROTECT THE PLANTING FROM DAMAGE THROUGHOUT THE PLANTING ESTABLISHMENT PERIOD.

RECURRENT WORKS: THROUGHOUT THE PLANTING MAINTENANCE PERIOD, CONTINUE TO CARRY OUT RECURRENT WORKS OF A MAINTENANCE NATURE ALL TO THE EXTENT REQUIRED TO ENSURE THAT THE PLANTS ARE IN THE BEST POSSIBLE CONDITION AT THE END OF THE PLANTING MAINTENANCE PERIOD. THESE ACTIVITIES ARE INCLUDING BUT NOT LIMITED TO:

- WEEDING,
- RUBBISH REMOVAL,
- FERTILIZING,
- PEST AND DISEASE CONTROL,
- ADJUST / REPLACE STAKES AND TIES
- TOPPING UP MULCH,
- CULTIVATING,
- PRUNING,
- KEEPING THE SITE NEAT AND TIDY

REPLACEMENTS: THE CONTRACTOR IS RESPONSIBLE FOR THE REPLACEMENT OF FAILED, DAMAGED OR STOLEN TREES, SHRUBS AND GROUNDCOVERS THROUGHOUT THE PLANTING ESTABLISHMENT PERIOD.

1.4 WEEDING

GENERALLY: REGULARLY REMOVE, BY HAND, RUBBISH AND WEED GROWTH THAT MAY OCCUR OR RECUR THROUGHOUT TURFED, PLANTED AND MULCHED AREAS. CONTINUE ERADICATION THROUGHOUT THE COURSE OF THE WORKS AND DURING THE PLANTING ESTABLISHMENT PERIODS.

WEED ERADICATION: THE CONTRACTOR MUST MAKE ALLOWANCE FOR A HIGHER LEVEL OF MAINTENANCE DURING ESTABLISHMENT TO ENSURE THAT WEEDS ARE CONTROLLED.

HERBICIDE USE: RE-APPLICATION OF HERBICIDES SUCH AS RONSTAR OR EQUIVALENT IF REQUIRED.

DRAINAGE & WATERING STRATEGY

WATER SENSITIVE URBAN DESIGN (WSUD) PRINCIPALS HAVE BEEN REALISED INTO THE LANDSCAPE DESIGN IN A WAY THAT CELEBRATES A SUSTAINABLE WATER CYCLE.

- ALL IRRIGATION SYSTEMS WILL COMPRISE OF SUBSURFACE DRIP SYSTEMS AND AUTOMATIC TIMERS WITH RAINWATER / SOIL MOISTURE SENSOR CONTROLS;
- WHERE POSSIBLE STORM WATER RUNOFF WILL BE DIRECTED TO THE LAWN AND GARDEN BEDS;
- IRRIGATION WILL BE PROVIDED TO ALL SOFT LANDSCAPE AREAS AND WILL BE SPECIFIED WITHIN THE TENDER PACKAGE;
- LOW WATER DEMAND SHRUB PLANTING IS PROPOSED.
- REFER DETAIL ON DRAWINGS 900-DT TO 901-DT FOR 'ON GRADE' AND 'ON SLAB' DRAINAGE INTENT.

1.7 FERTILISING

GENERALLY: THE FERTILISER REGIMES HAVE BEEN DEVISED TO PROVIDE SUFFICIENT LONG-TERM FERTILITY FOR THE VEGETATION TYPE AND IT IS ANTICIPATED THAT ALL EXCEPT THE VERY HIGH STATUS HORTICULTURAL BEDS SUCH AS FEATURE PLANTINGS (ENTRY AND COURTYARD PLANTING) FOR COLOUR AND FOLIAGE WILL NOT NEED REGULAR FERTILISER REGIMES.

TESTING: ADDITIONAL NITROGEN MAY BE REQUIRED DUE TO DRAWDOWN EFFECTS FROM COMPOSTS AND MULCHES AND LOCALISED WATERLOGGING, TO COMPENSATE FOR THIS, SOIL TESTING IS TO BE CARRIED OUT AFTER 12 MONTHS TO ASCERTAIN NUTRIENT REQUIREMENTS.

1.8 COMPLETION

CLEANING: REMOVE TEMPORARY PROTECTIVE FENCES AND TREE STAKES AT THE END OF THE PLANTING MAINTENANCE PERIOD.

1.9 IRRIGATION

SCOPE OF WORKS

THE CONTRACTOR (AS PART OF A DESIGN & CONSTRUCT (D&C) CONTRACT) IS TO DESIGN, SUPPLY, AND INSTALL A SUB-SURFACE IRRIGATION SYSTEM TO ALL MASS PLANTING AND TURF AREAS WITHIN THE PARK AND GREEN LINK EXTENT OF WORKS.

THE SOLENOID AND TAP LOCATIONS FOR BOTH THE PARK AND GREEN LINK ARE TO BE CONFIRMED ON SITE BY SUPERINTENDENT.

IRRIGATION FOR PARK 10 BE DESIGNED IN TWO SEPARATE PROGRAMS, 1ST PROGRAM TO BE ASSOCIATED WITH PERMANENT WORK AND 2ND FOR TEMPORARY WORKS. IRRIGATION FOR GREEN LINK TO BE DESIGNED FOR TEMPORARY WORKS.

IRRIGATION DESIGN TO BE PROVIDED AS DESIGN & CONSTRUCT CONTRACT. DESIGN TO BE SUBMITTED TO COUNCIL FOR APPROVAL BEFORE INSTALLATION.

PERFORMANCE STANDARDS

THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, SUPPLY, AND INSTALL AN IRRIGATION SYSTEM THAT WILL RELIABLY SUPPLY SUFFICIENT WATER TO SUSTAIN THE GARDENS & TURF SPECIFIED.

THE FOLLOWING TABLE PRESENTS THE ASSESSED WATER DEMAND FOR THE DIFFERENT TYPES OF PLANTS TO BE PLANTED. IT IS A REQUIREMENT THAT THE IRRIGATION SYSTEM IS ABLE TO SUPPLY AT LEAST THESE QUANTITIES OF WATER.

PLANTING TYPE	PERIOD			
	P1 (Week 1)	P2 (Week 2 to 3)	P3 (Week 4 to Week 52)	Ongoing Irrigation
150-200mm	1.5 L / Day	0.5 L / Days	1L / Week	
Turf	15L / sqm per week during summer - 7L / sqm per week during winter			

EACH COMPONENT OF THE IRRIGATION SYSTEM AND THE OVERALL DESIGN IS REQUIRED TO CONFIRM TO ALL PERTINENT AUSTRALIAN STANDARDS.

DESIGN REQUIREMENTS

THE CONTRACTOR'S D&C IRRIGATION PLAN WILL PROVIDE THE FOLLOWING INFORMATION FOR REVIEW AND APPROVAL.

AN OVERVIEW OF THE SYSTEM INCLUDING A SKETCH PLAN SHOWING THE INTENDED LAYOUT:

- THE PIPELINE DIAMETER (INNER DIAMETER), MATERIAL, RATING AND METHODS OF JOINING (IF JOINTS ARE APPLICABLE);
- THE DEPTH THE PIPELINE WILL BE BURIED AND THE OFF-SET DISTANCES TO ANY SHRUBS, PATHS, ROAD OR BUILDING;
- THE BRAND AND MODEL OF ANY PUMPS TO BE INSTALLED, INCLUDING A COPY OF THE PUMP CURVES AND THE APPROXIMATE - DIFFERENCE IN ELEVATION BETWEEN FROM THE HIGH AND LOW POINTS OF THE SYSTEM AND THE LOCATION OF THE PUMP; AND
- THE PROPOSED LOCATION AND BRAND OF ANY ANCILLARY EQUIPMENT SUCH AS VALVES, SOLENOIDS, AND/OR SOIL MOISTURE PROBES OR MEASURING GAUGES AND ANY MEASURES TO PROTECT AGAINST CORROSION.

THE CONTRACTOR WILL ALSO PROVIDE A SHORT DESCRIPTION LISTING:

FEATURES OF THE IRRIGATION SYSTEM THAT HELP CONSERVE WATER:

- HOW THE SYSTEM IS DESIGNED TO OPERATE – FOR EXAMPLE DOES IT OFFER FLEXIBILITY OF AUTOMATIC AND MANUAL OPERATIONS;
- HOW THE RISK OF ROOT INTRUSION IS ADDRESSED;
- THE LENGTH OF WARRANTY OF ALL EQUIPMENT PROVIDED;
- A BRIEF DESCRIPTION OF THE MAINTENANCE REQUIREMENTS OF THE SYSTEM;
- ANY ADDITIONAL FEATURES OF THE SYSTEM WHICH IS CONSIDERED TO ENHANCE WATER CONSERVATION.

ACCESS TO SITE

ACCESS TO THE SITE AND WORKING HOURS WILL BE CONFIRMED BY SUPERINTENDENT.

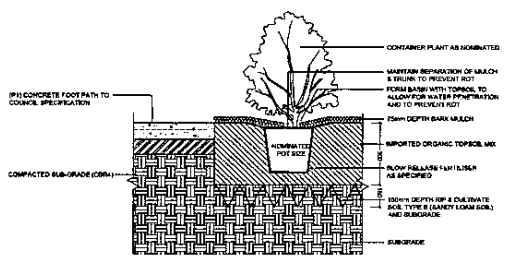
THE CONTRACTOR WILL NEED TO PROVIDE THE SUPERINTENDENT 48 HOURS NOTICE PRIOR TO THEIR INTENDED TIME TO VISIT THE SITE.



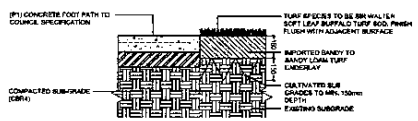
SECURITY GATE & FENCE

- FENCE TO MATCH 1.8m HIGH COLOR BOND FENCE CURRENTLY USED AROUND THE DUXUS PRECINCT.
- GATE TO BE 2M WIDE AND ALIGN WITH NEW FOOTPATH LOCATIONS.
- GATE TO BE LOCKED AT NIGHT UNTIL COUNCIL INSTALL PEDESTRIAN LIGHTING.
- REFER ABOVE IMAGE FOR EXAMPLE OF PROPOSED FENCING.

03 TYPICAL SECURITY FENCE DETAIL
SCALE NTS



01 TYPICAL MASS PLANTING DETAIL
SCALE 1:10@ A1; 1:20 @ A3



02 TYPICAL TURF DETAIL
SCALE 1:10@ A1; 1:20 @ A3

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GENERAL LANDSCAPE NOTES

KEY PLAN

REV	DESCRIPTION	DWN	CHK	DATE
B	ISSUED FOR TENDER	CG	DG	07.06.2019
A	ISSUED FOR TENDER	CC	DG	28.04.2019

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PROJECT:
DEXUS PARK & GREEN LINK

DRAWING TITLE:
LANDSCAPE PLAN
SPEC & DETAILS

DATE:	SCALE:	DRAWING No:	REV:
23.04.2019	AS SHOWN	L901	B
PROJECT NO:	DRAWN BY:		
	AS SHOWN		

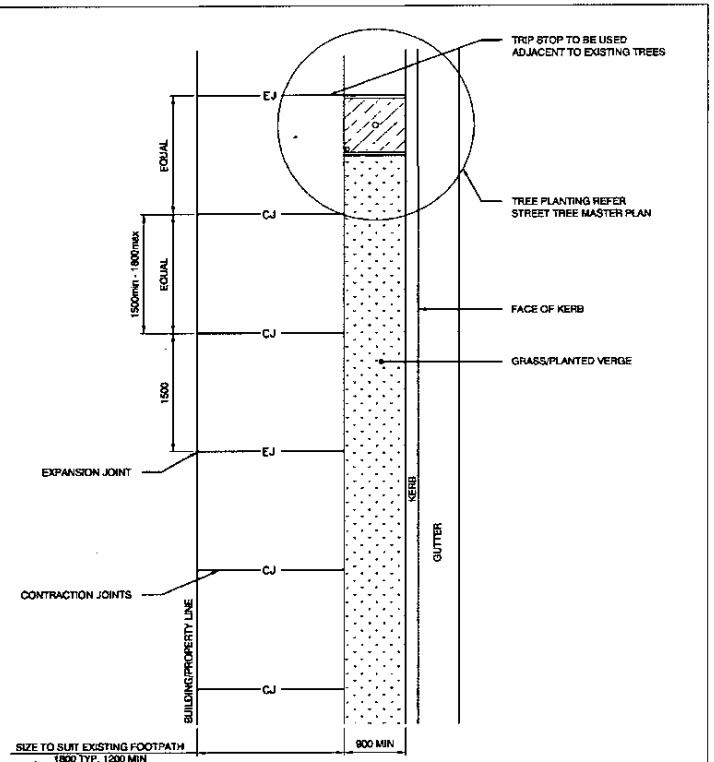
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CAMERON GREATBATCH (REG. LA)

NORTH

Page 17 of 47

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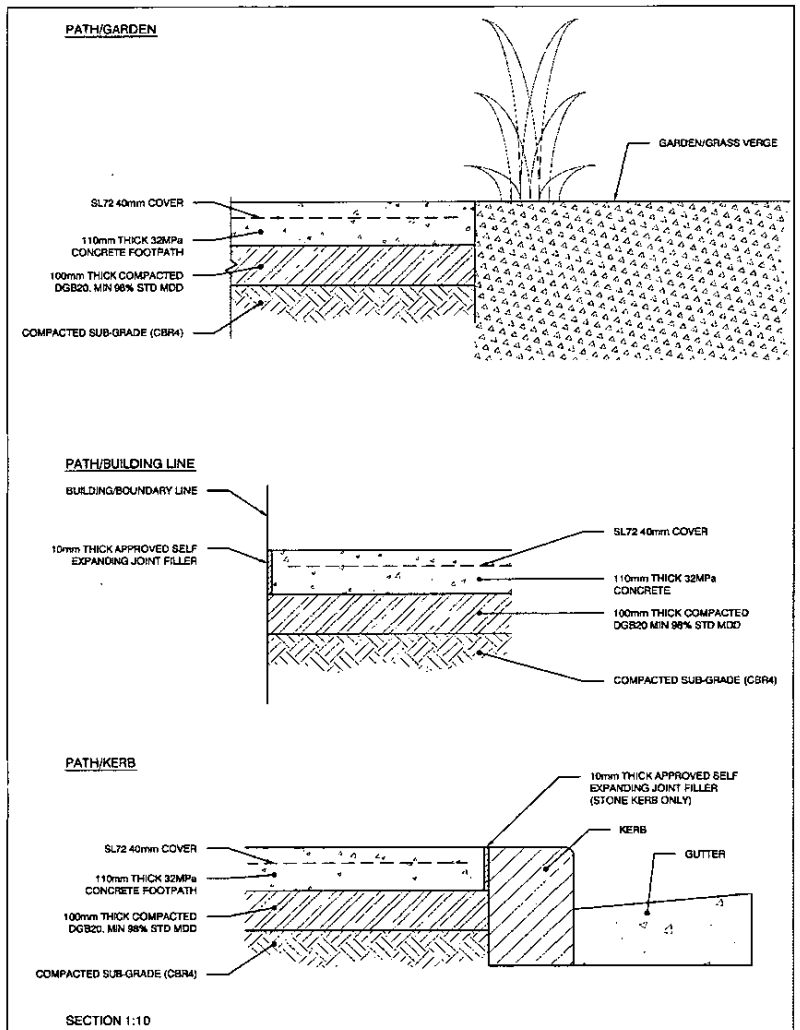
NOTE:

1. ALL EXPOSED CONCRETE SURFACES MUST BE FINISHED WITH A MEDIUM BROOM FINISH GENERALLY PERPENDICULAR TO THE DIRECTION OF TRAVEL.
2. ALL CONCRETE SLABS MUST HAVE A JOINT ALONG THE BUILDING LINE, KERB LINE AND ANY PENETRATIONS (EXCEPT WHEN USING BRICK KERBS).
3. ANY FOOTPATH THAT MAY BE SUBJECT TO VEHICULAR LOADS (SUCH AS GARBAGE TRUCKS IN NARROW LANES OR AT INTERSECTIONS WITH A TIGHT TURNING CIRCLE WHERE VEHICLES MAY MOUNT THE FOOTWAY) MUST HAVE AT LEAST 150mm THICK REINFORCED CONCRETE BASE (SL72).
4. CONCRETE FOOTWAYS TO BE A MINIMUM OF 1.2m WIDE, OR AS DIRECTED BY COUNCIL.
5. TYPICALLY ALLOW FOR EXPANSION JOINTS AT 4.5m - 5.4m SPACING AND CONTRACTION JOINTS AT 1.5m - 1.8m SPACING IN PLAIN CONCRETE FOOTPATHS.

PLAN 1:50

NOTE: ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE STATED

CITY OF SYDNEY	CONCRETE PAVING INSITU CONCRETE PAVEMENT PLAN - NO PLANTING ON BOUNDARY	FOOTWAYS Rev B Date 22.03.13 Approved P S Dwg No. 2.6.1



SECTION 1:10

NOTE: ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE STATED

CITY OF SYDNEY	CONCRETE PAVING JUNCTIONS	FOOTWAYS Rev C Date 21.11.13 Approved P S Dwg No. 2.6.3

DO NOT SCALE

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GENERAL LANDSCAPE NOTES

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REV	DESCRIPTION	DWN	CHK	DATE
B	ISSUED FOR TENDER	CG	CG	07.05.19
A	ISSUED FOR TENDER	CG	CG	26.04.19

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PROJECT:
DEXUS PARK & GREEN LINK

DRAWING TITLE:
CITY OF SYDNEY TECHNICAL DETAILS

DATE: 21.04.2019	SCALE: AS SHOWN	DRAWING No: L902	REV: B
PROJECT NO:	DRAWN BY: AS SHOWN		

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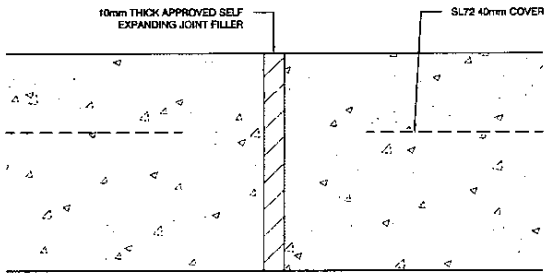
CAMERON GREATBATCH PUBLIC

NORTH

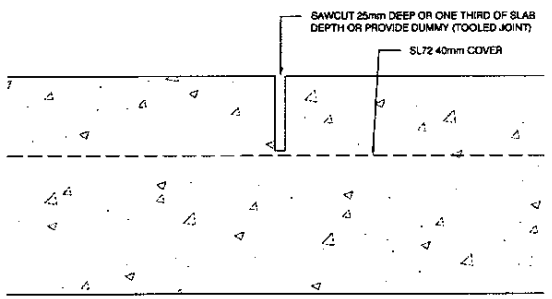
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EXPANSION JOINT



CONSTRUCTION JOINT

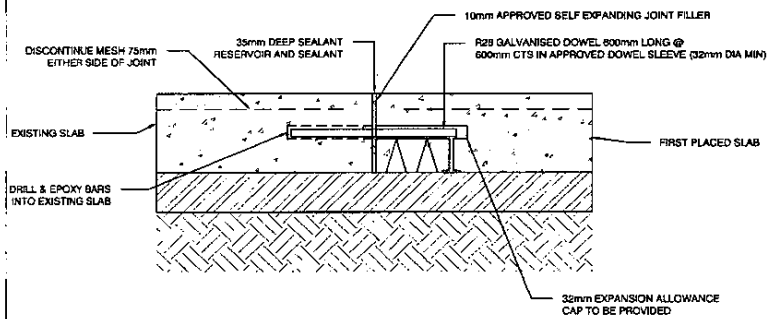


SECTION 1:2

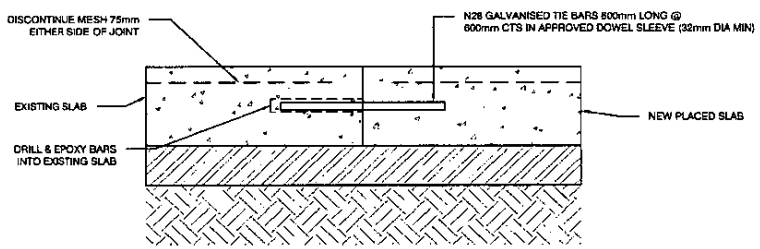
NOTE: ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE STATED

CITY OF SYDNEY	CONCRETE PAVING JOINTS	FOOTWAYS Rev B Date 22.03.13 Approved P S Dwg No. 2.6.4

EXPANSION JOINT (EJ)



CONSTRUCTION JOINT (CJ)



SECTION 1:10

NOTE: ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE STATED

CITY OF SYDNEY	PAVEMENT RESTORATION TRAFFICABLE JOINTS - EXPANSION AND CONSTRUCTION JOINTS	ROADWAYS Rev Date Approved Dwg No. 3.3.10

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GENERAL LANDSCAPE NOTES

KEY PLAN

REV	DESCRIPTION	DWN	CHK	DATE
B	ISSUED FOR TENDER	CG	CG	07.05.19
A	ISSUED FOR TENDER	CG	CG	26.04.19

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Builders & Developers

PROJECT:
DEXUS PARK & GREEN LINK

DRAWING TITLE:
CITY OF SYDNEY TECHNICAL DETAILS

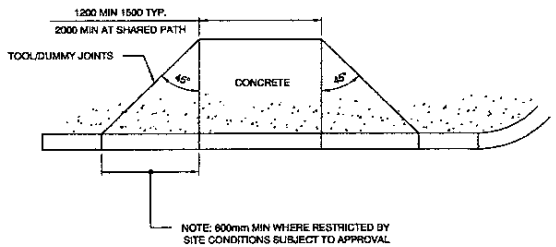
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PROJECT No.	DRAWN BY AS SHOWN		

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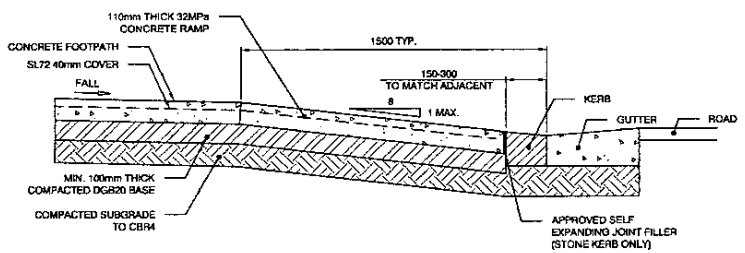
CAMERON BREATNACH (REGD.)

NORTH

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PLAN 1:50



SECTION 1:20

NOTE: ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE STATED

CITY OF SYDNEY	CONCRETE PAVING PEDESTRIAN RAMP	FOOTWAYS Dwg No. 2.6.5
	Rev C Date 21.11.13 Approved P S	

Part D - Technical Guidelines

8. Existing Street Tree Protection Measures During Construction

8.1 Staff Training and Induction
All staff working on the contract shall be adequately inducted to ensure they are aware of the following tree protection requirements.

8.2 Trunk Protection
Trunk and major limb protection shall be installed to any tree within 5 metres of the work site prior to any delivery of machinery or works commencing, and shall remain in place for the duration of the works. It shall consist of wrapping of each tree trunk and any major branches within the work area with hessian or similar material to limit damage, then space planks (50mm x 100mm or similar), at 100mm intervals, and fixed against the trunk with tie wire, or strapping. The trunk protection shall not be fixed to the tree in any instance, or in any fashion, e.g., no nails or screws are to be used.

8.3 Trenching and Excavation Near Trees
During any trenching or excavation works, the use of mechanical equipment must stop if tree roots greater than 50mm diameter are encountered. Approval must be sought from the Council Street Tree Coordinator (ph 9265 9333) to cut any root greater than 50mm diameter. Excavation shall be done by hand, or other approved non-destructive method, in any area known to, or suspected of having roots larger than 50mm diameter.

8.4 Pruning
The Contractor shall not undertake pruning of any branch of any street tree without permission. If pruning or small branches or limbs are required for machinery access, or any other reason, contact the Council's Street Tree Coordinator.

8.5 Kerb Removal Adjacent To Trees
Existing sections of kerbs adjacent to any street tree shall not be removed without approval from the Street Tree Coordinator. Removal of kerbs adjacent to mature trees can cause trees to become unstable and fail.



Figure 88- Proper tree protection is essential to avoid unnecessary damage to trees during construction activities (Photo: Arterra)



Figure 89- This illustrates the minimum trunk protection measures expected by the Council for street trees adjoining construction sites. (Photo: Arterra)

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GENERAL LANDSCAPE NOTES

KEY PLAN

REV	DESCRIPTION	DWN	CHK	DATE
A	ISSUED FOR TENDER	CG	CG	07.05.19

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Builders & Developers

PROJECT:
DEXUS PARK & GREEN LINK

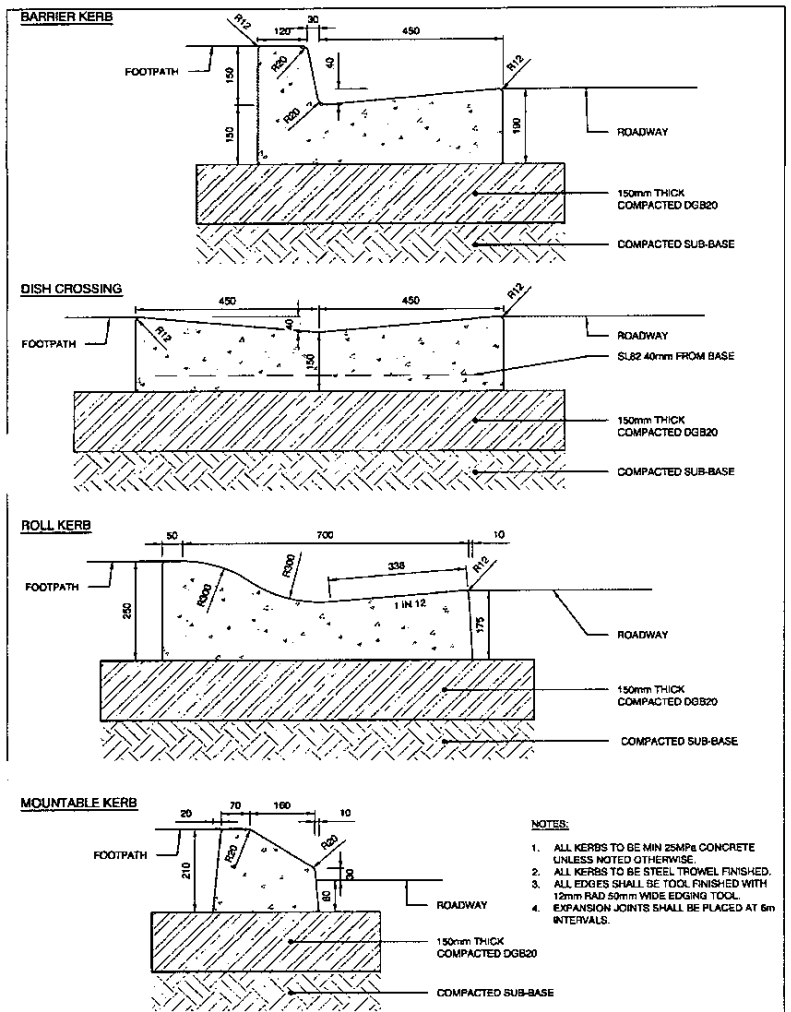
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PROJECT NO:	DRAWN BY: AS SHOWN		

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NOTES:

1. ALL KERBS TO BE MIN 25MPa CONCRETE UNLESS NOTED OTHERWISE.
2. ALL KERBS TO BE STEEL TROWEL FINISHED.
3. ALL EDGES SHALL BE TOOL FINISHED WITH 12mm RAD 50mm WIDE EDGING TOOL.
4. EXPANSION JOINTS SHALL BE PLACED AT 6m INTERVALS.

SCALE 1:10

NOTE: ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE STATED

CITY OF SYDNEY

KERB & GUTTER

CAST IN-SITU KERB AND GUTTER DETAILS

Rev	B	K&G
Date	22.03.13	Dwg No.
Approved	P S	1.1.2

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Email: first@meriton.com.au
Internet: http://www.meriton.com.au

PROJECT

DEXUS PARK & GREEN LINK

DRAWING TITLE

CITY OF SYDNEY TECHNICAL DETAILS

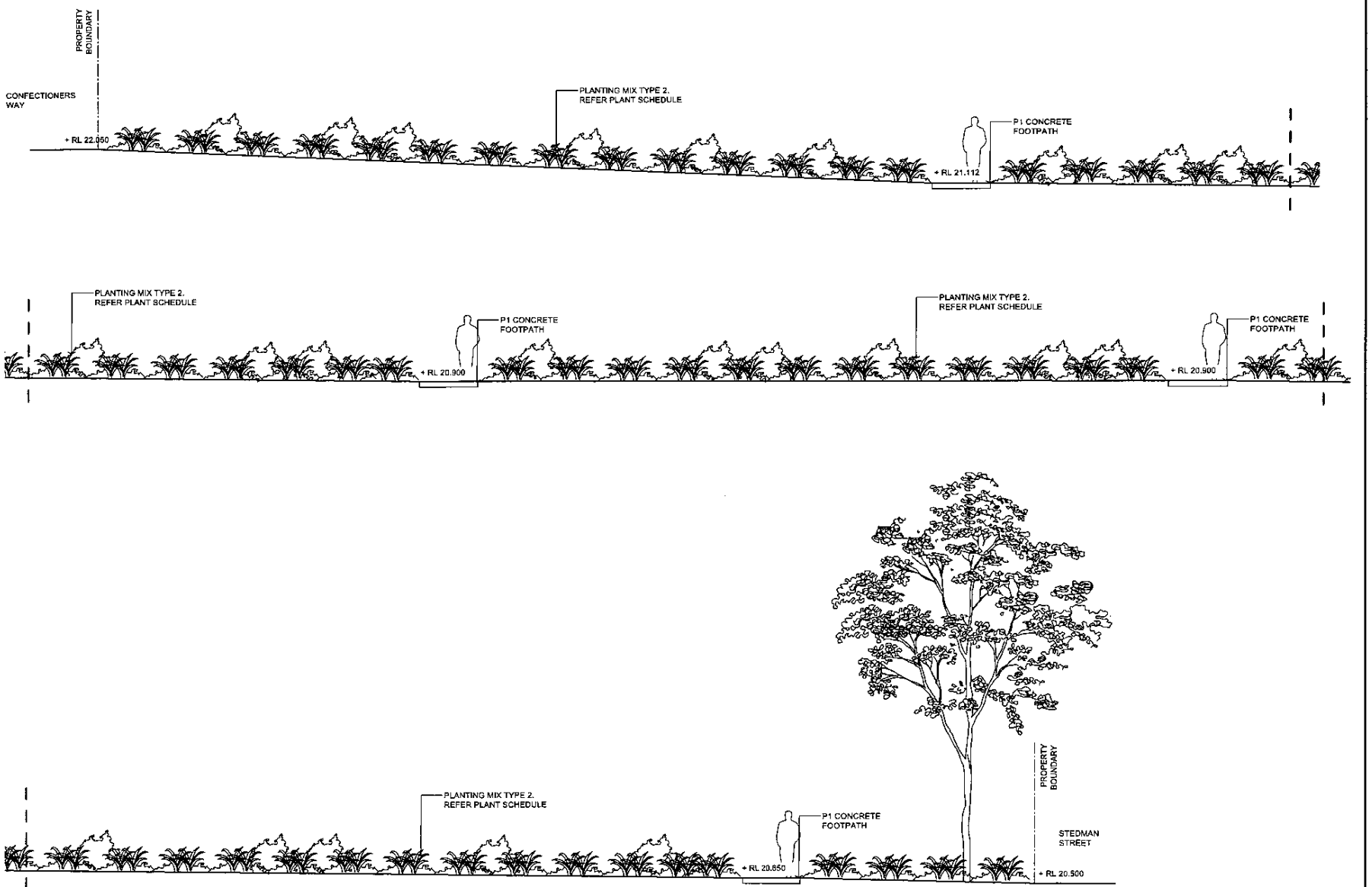
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01 TYPICAL LONG SECTION - GREEN LINK
SCALE 1:50@ A1; 1:100 @ A3

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PROJECT:
DEXUS PARK & GREEN LINK

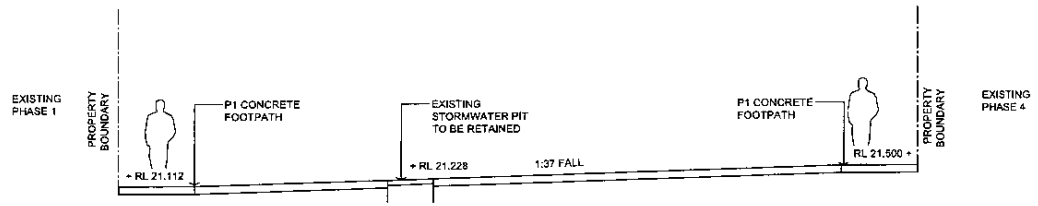
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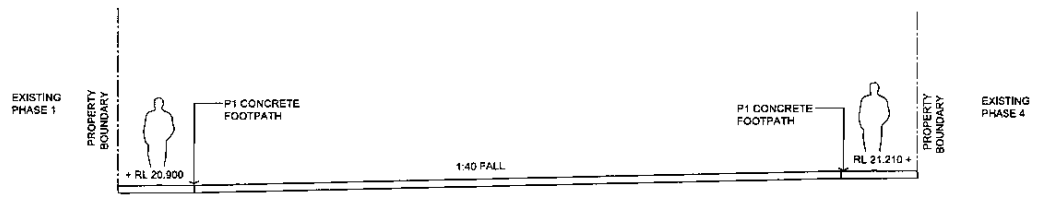
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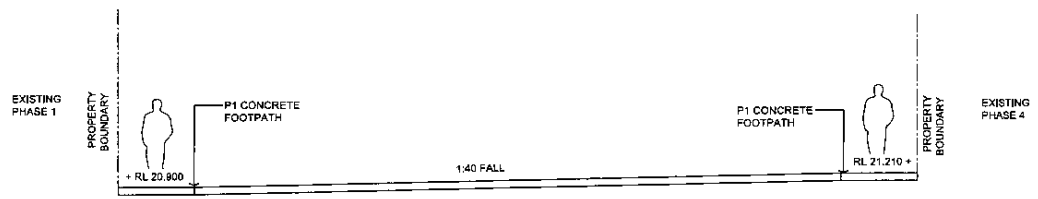
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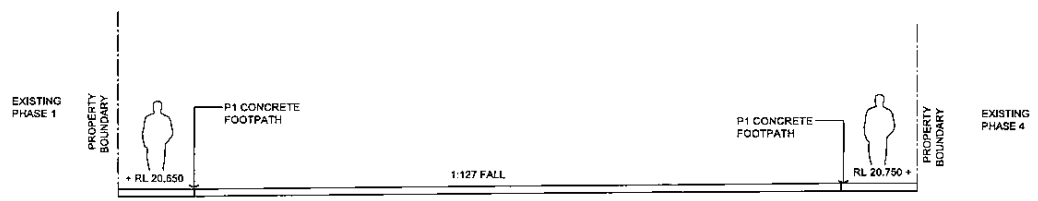
SECTION A



SECTION B



SECTION C



SECTION D

01 / - TYPICAL CROSS SECTIONS - GREEN LINK
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KEY PLAN

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PROJECT:
DEXUS PARK & GREEN LINK

DRAWING TITLE:
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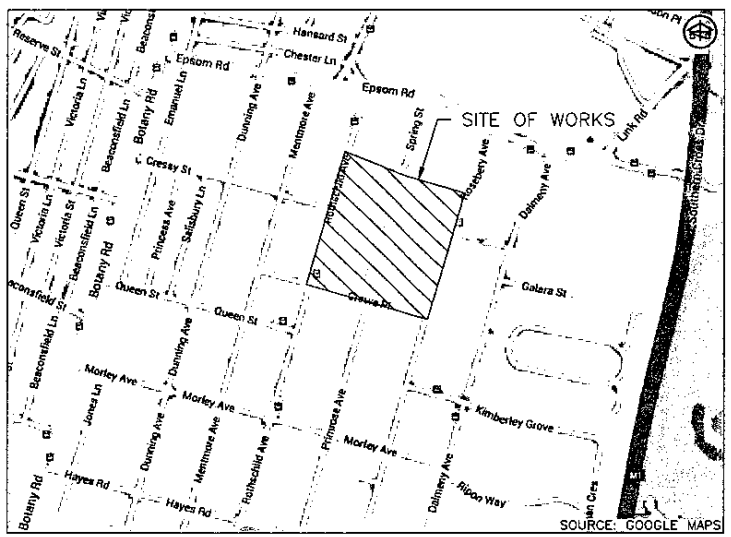
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1857-01-C01

DEXUS ROSEBERY
PLAN SET 01: FOOTPATH PROFILING
ROTHSCHILD AVENUE, ROSEBERY



LOCALITY PLAN
NOT TO SCALE

SHEET INDEX & REVISION DETAIL		
SHEET	DESCRIPTION	REVISION
C01	COVER SHEET AND LOCALITY PLAN	-
P02	GENERAL ARRANGEMENT PLAN	-
P03	STEDMAN STREET FOOTPATH PROFILING (PHASE 1)	B
P04	ROTHSCHILD AVENUE FOOTPATH PROFILING (PHASE 1)	B
P05	ROTHSCHILD AVENUE FOOTPATH PROFILING (PHASE 3)	-
P06	CREWE PLACE FOOTPATH PROFILING (PHASE 3)	-
P07	CREWE PLACE FOOTPATH PROFILING (PARK)	-
P08	ROSEBERY AVENUE FOOTPATH PROFILING (PARK & PHASE 2)	-
P09	ROSEBERY AVENUE FOOTPATH PROFILING (PHASE 4)	-
L10	PHASE 1 - BOUNDARY LONGITUDINAL SECTIONS	B
L11	PHASE 3 - BOUNDARY LONGITUDINAL SECTIONS	-
L12	PARK & PHASE 2 - BOUNDARY LONGITUDINAL SECTIONS	-
L13	PHASE 2 & 4 - BOUNDARY LONGITUDINAL SECTIONS	-

Rev. | Revision Description | Designed | Date

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Footpath Profiling Plans

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CAD FILE: 185701-Profiling.dwg

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LEVEL 11, MERITON TOWER, 528 KENT STREET
SYDNEY, NSW, 2000
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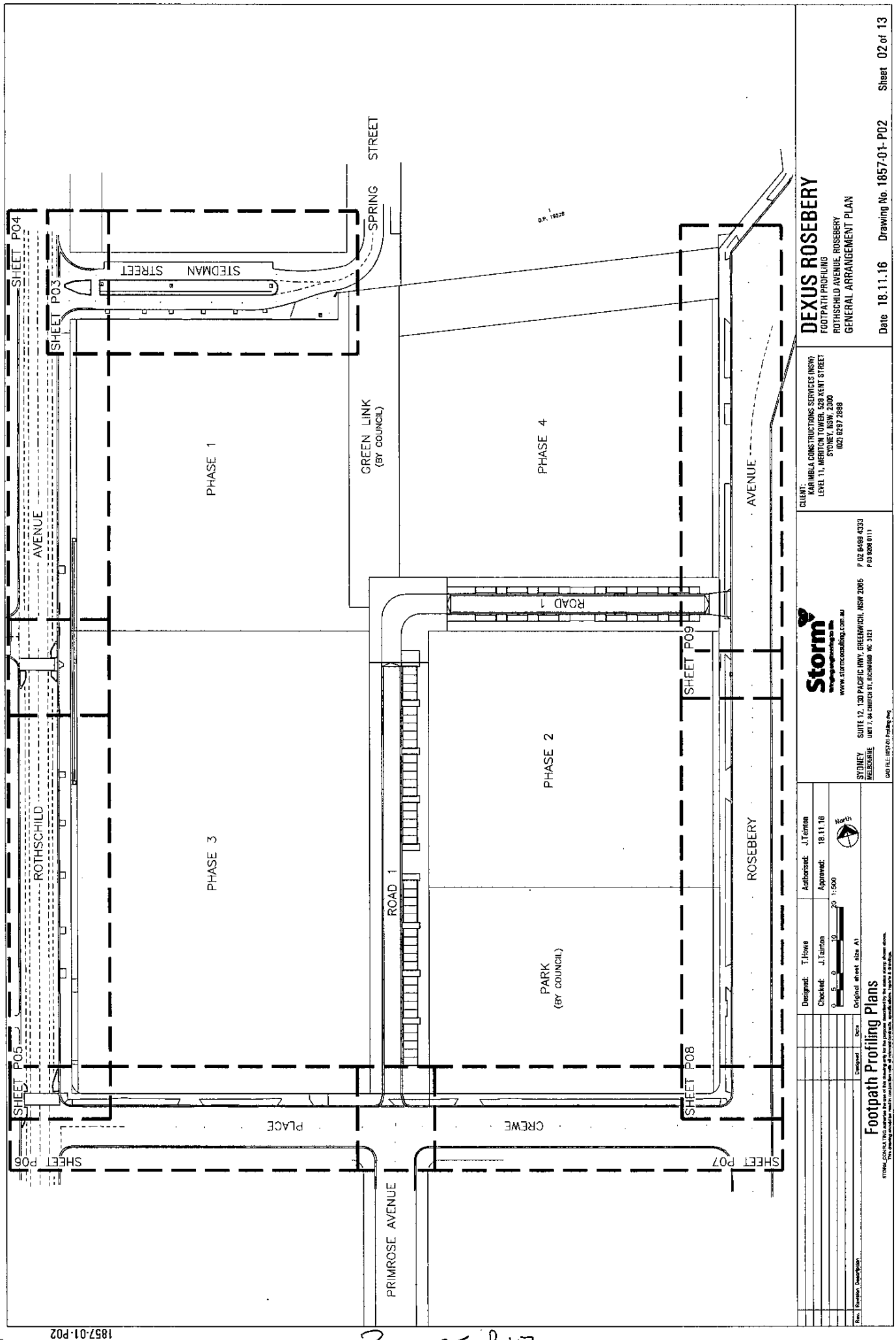
DEXUS ROSEBERY
FOOTPATH PROFILING
ROTHSCHILD AVENUE, ROSEBERY
COVER SHEET AND LOCALITY PLAN

Date 18.11.16 Drawing No. 1857-01-C01 Sheet 01 of 13

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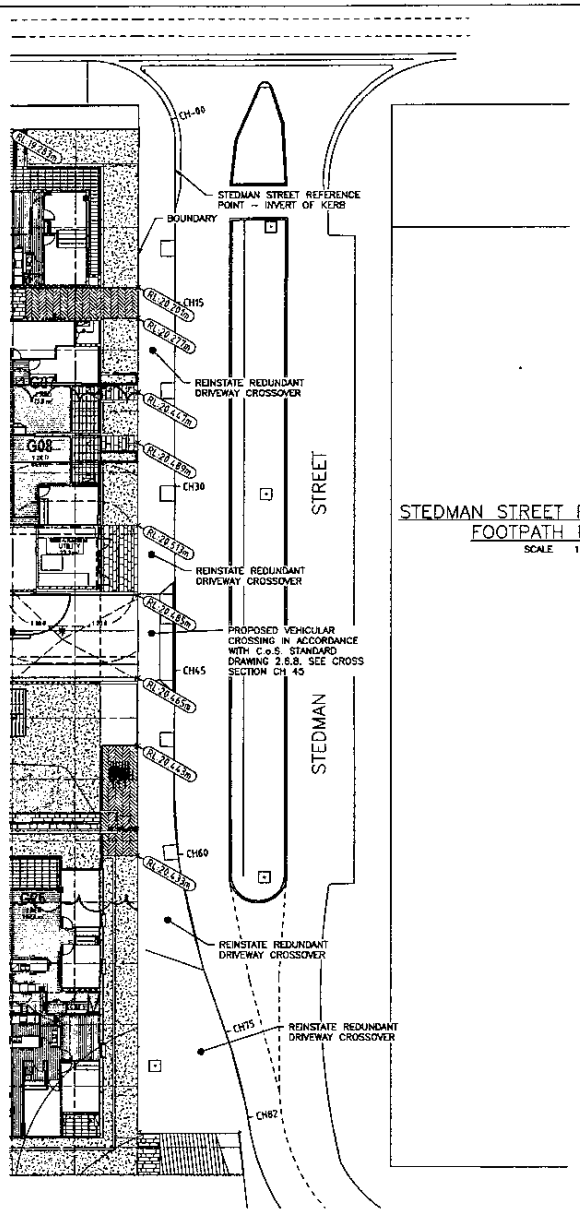
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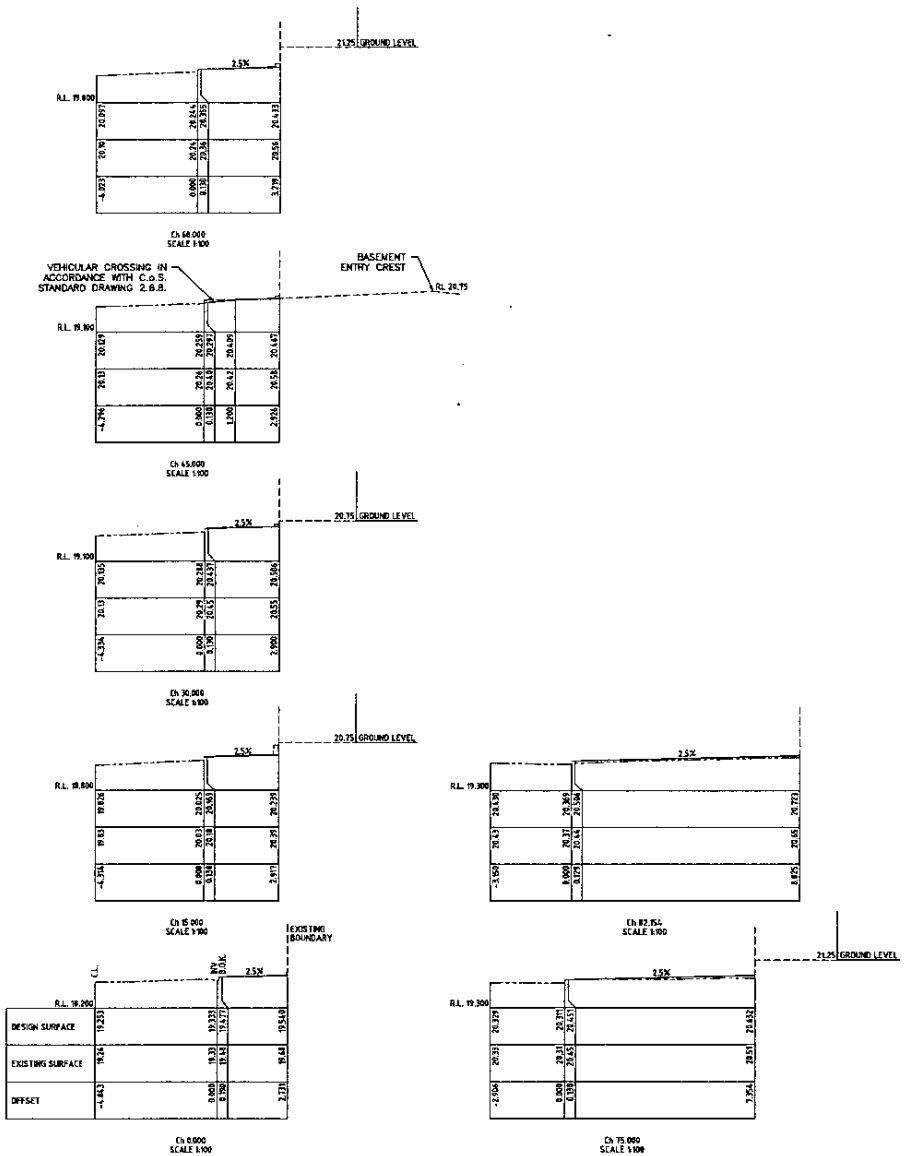


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1857-01-P03



STEDMAN STREET PHASE 1 PLAN:
FOOTPATH PROFILE
SCALE 1:200



Rev.	Revision Description	Designed	Date
D	SHOW BASEMENT DRIVEWAY CREST LEVEL	TH	21.07.16
C	NEW CROSS SECTION AT DRIVEWAY	TH	12.07.16
B	PROVIDED BOUNDARY LEVEL LONGITUDINAL SECTIONS	TH	12.07.16
A	INCLUDE BOUNDARY LEVELS AT ENTRY POINTS	TH	08.07.16

Designed: T.Howe | Authorised: J.Tainton
Checked: J.Tainton | Approved: 18.11.16
1:200 1:100
Original sheet size A1

Footpath Profiling Plans

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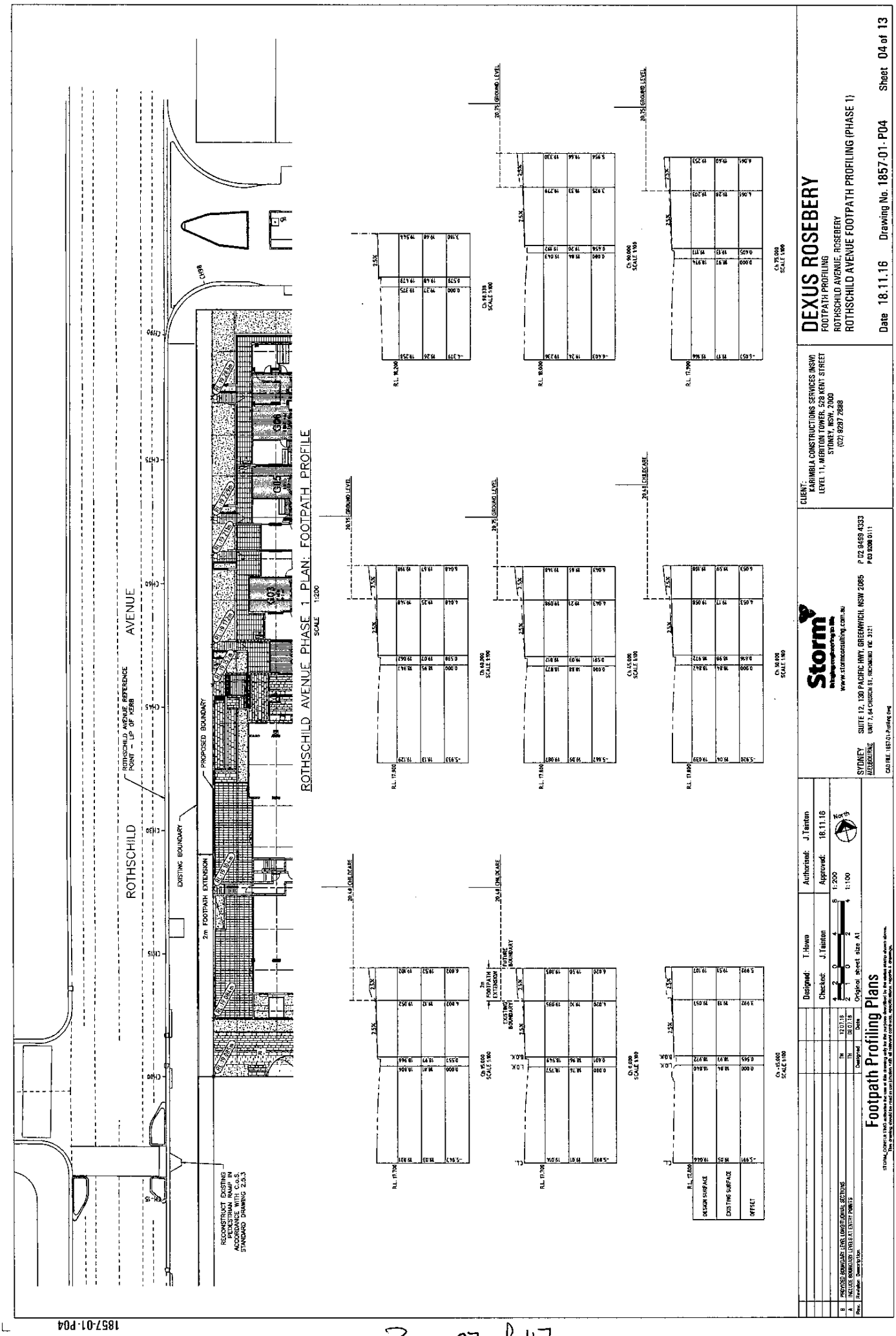
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LEVEL 11, MERITON TOWER, 528 KENT STREET
SYDNEY, NSW, 2000
(02) 9287 2888

DEXUS ROSEBERY

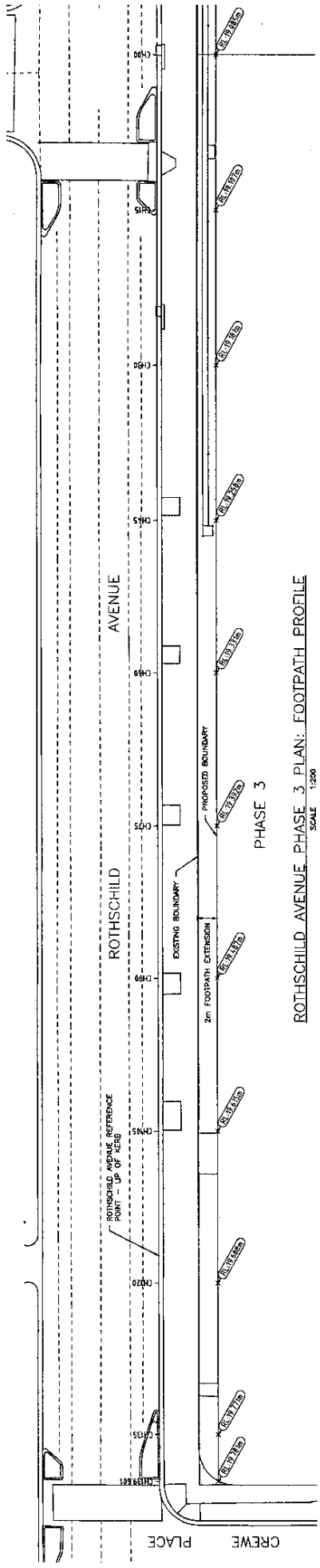
FOOTPATH PROFILING
ROTHSCHILD AVENUE, ROSEBERY
STEDMAN STREET FOOTPATH PROFILING (PHASE 1)

Date 18.11.16 Drawing No. 1857-01-P03 Sheet 03 of 13

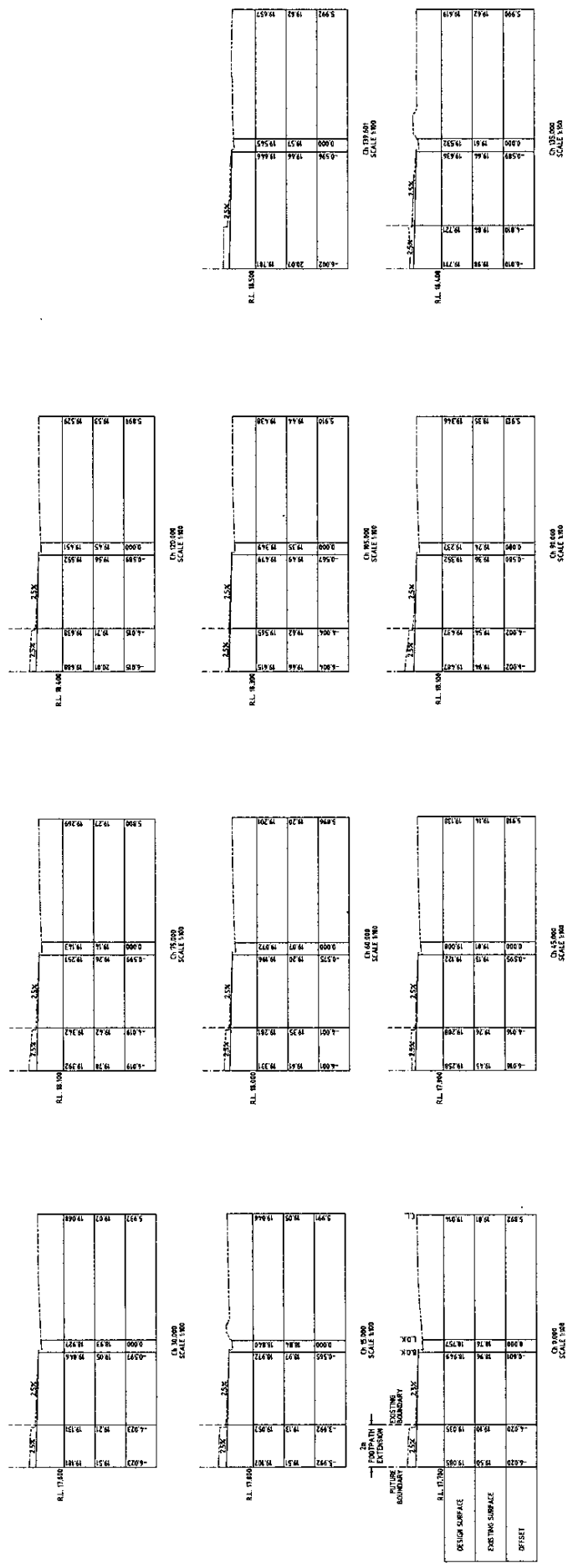
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ROTHSCHILD AVENUE PHASE 3 PLAN: FOOTPATH PROFILE
SCALE 1:200



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SYDNEY, NSW, 2000
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DEXUS ROSEBERY
FOOTPATH PROFILING
ROTHSCHILD AVENUE, ROSEBERY
ROTHSCHILD AVENUE FOOTPATH PROFILING (PHASE 3)

Date 18.11.16 Drawing No. 1857-01-P05 Sheet 05 of 13

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Original sheet size A1
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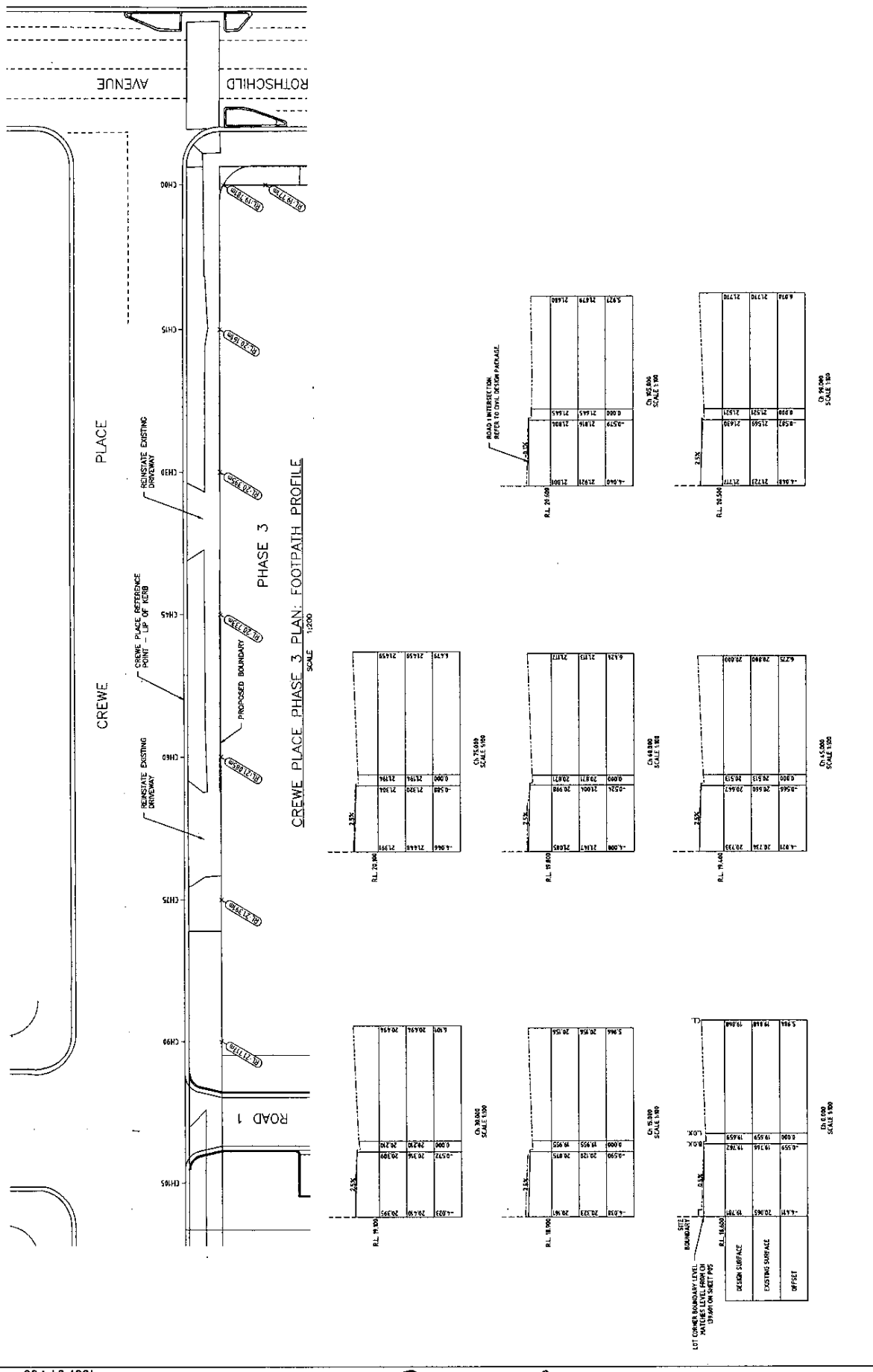
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1857-01-P05

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ROTHSCHILD AVENUE, ROSEBERY
CREWE PLACE FOOTPATH PROFILING (PHASE 3)
Date 18.11.16 Drawing No. 1857-01-P06 Sheet 06 of 13

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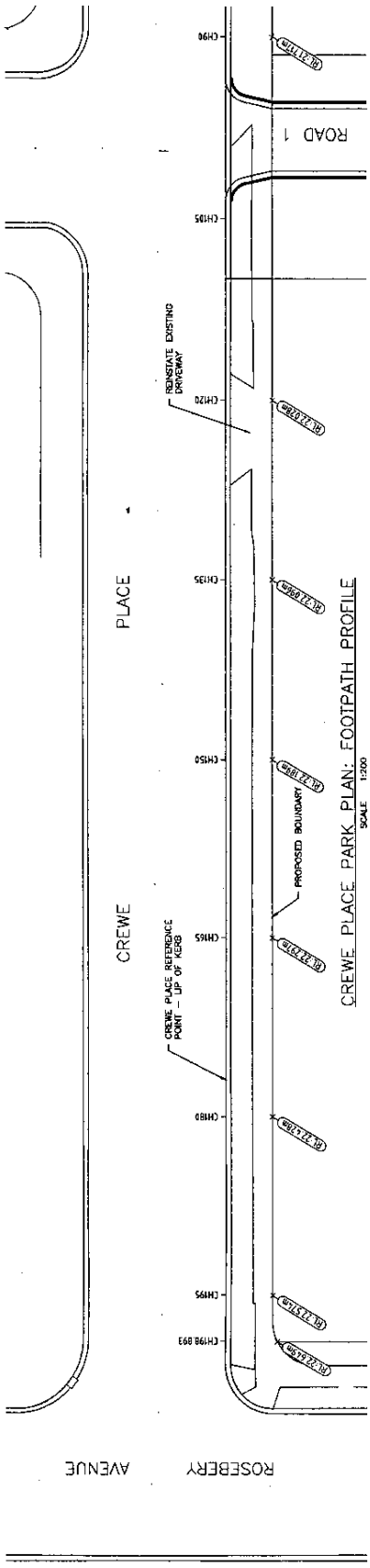
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Footpath Profiling Plans

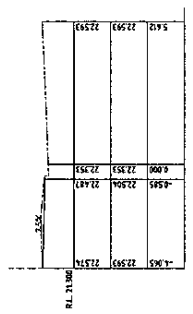
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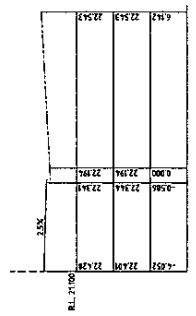
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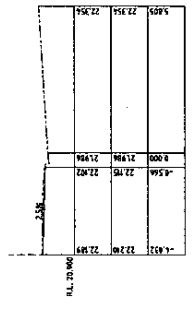
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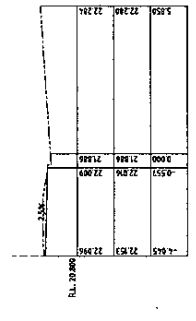


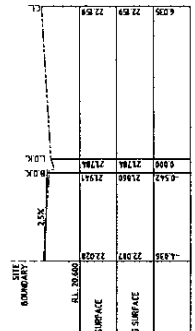
CREWE PLACE PARK PLAN: FOOTPATH PROFILE
SCALE 1:200

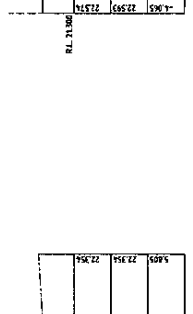




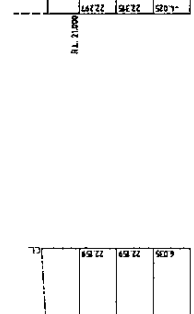












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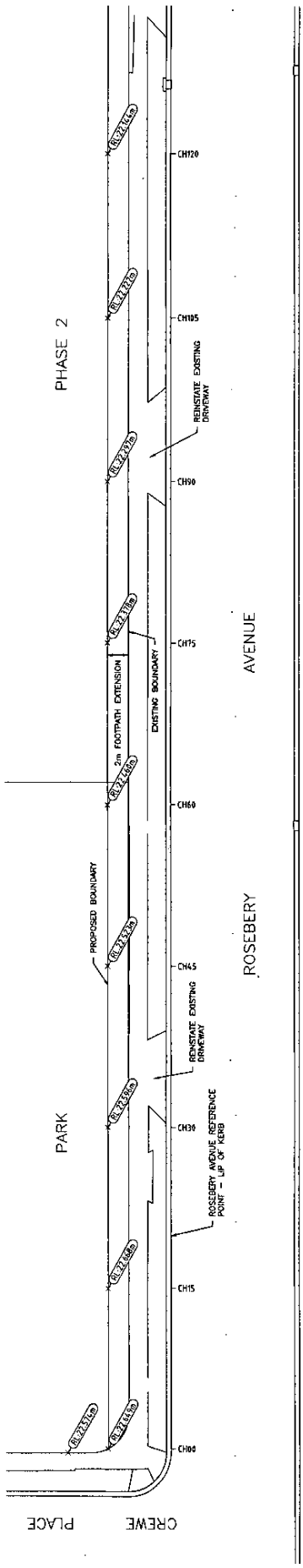
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ROTHSCHILD AVENUE, ROSEBERY
CREWE PLACE FOOTPATH PROFILING (PARK)

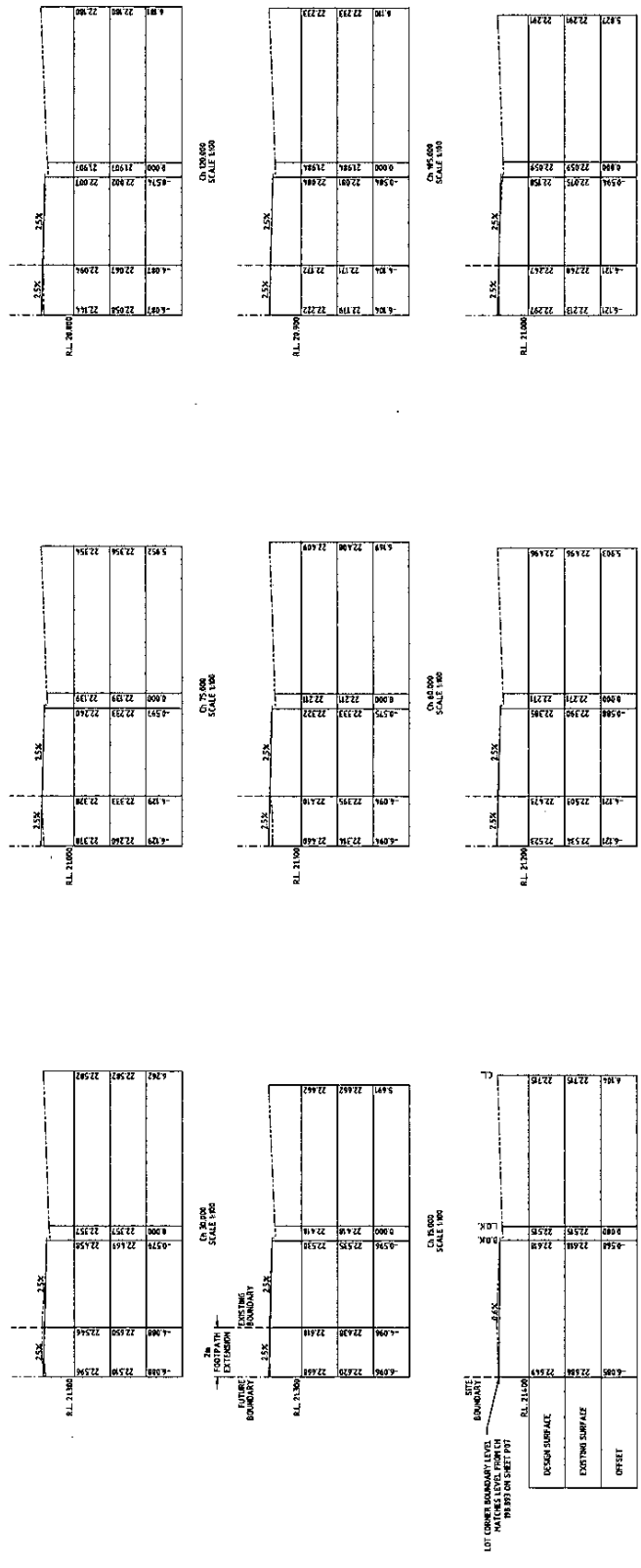
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1857-01-P07

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ROSEBERY AVENUE PARK & PHASE 2 PLAN: FOOTPATH PROFILE
SCALE 1:200



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ROSEBERY AVENUE FOOTPATH PROFILING (PARK & PHASE 2)

Date 18.11.16 Drawing No. 1857-01-P08 Sheet 08 of 13

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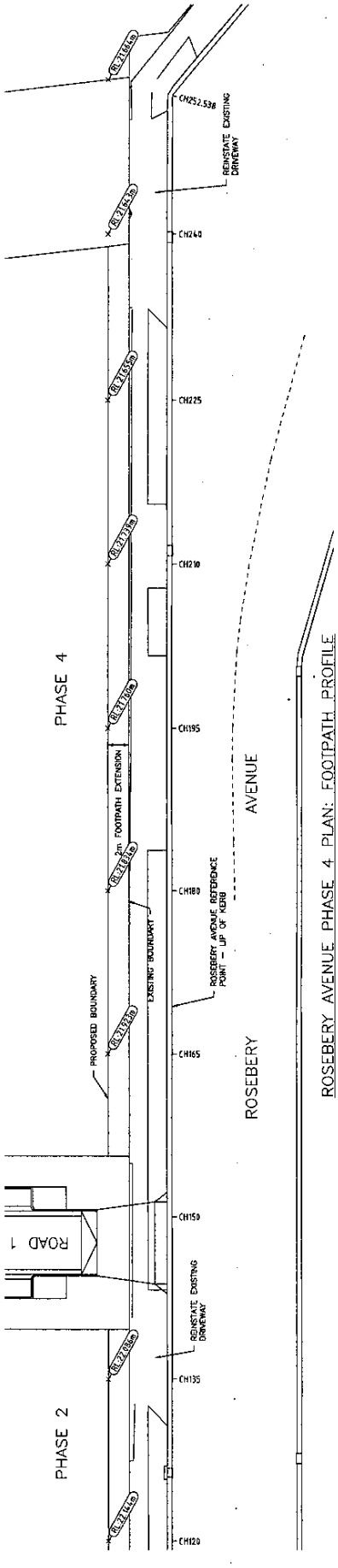
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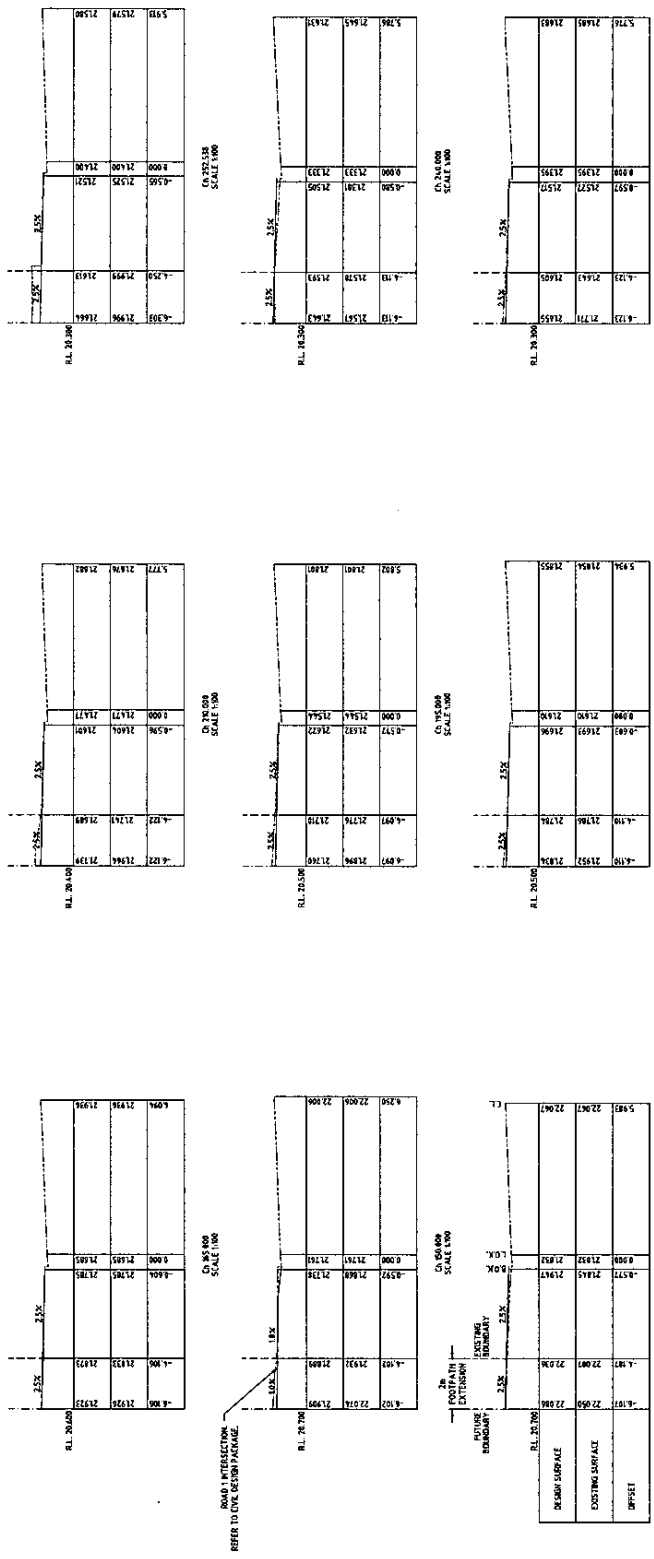
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ROSEBERY AVENUE PHASE 4 PLAN: FOOTPATH PROFILE

SCALE 1:200



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FOOTPATH PROFILING
ROTHSCHILD AVENUE, ROSEBERY
ROSEBERY AVENUE FOOTPATH PROFILING (PHASE 4)

Date 18.11.16 Drawing No. 1857-01-P09 Sheet 09 of 13

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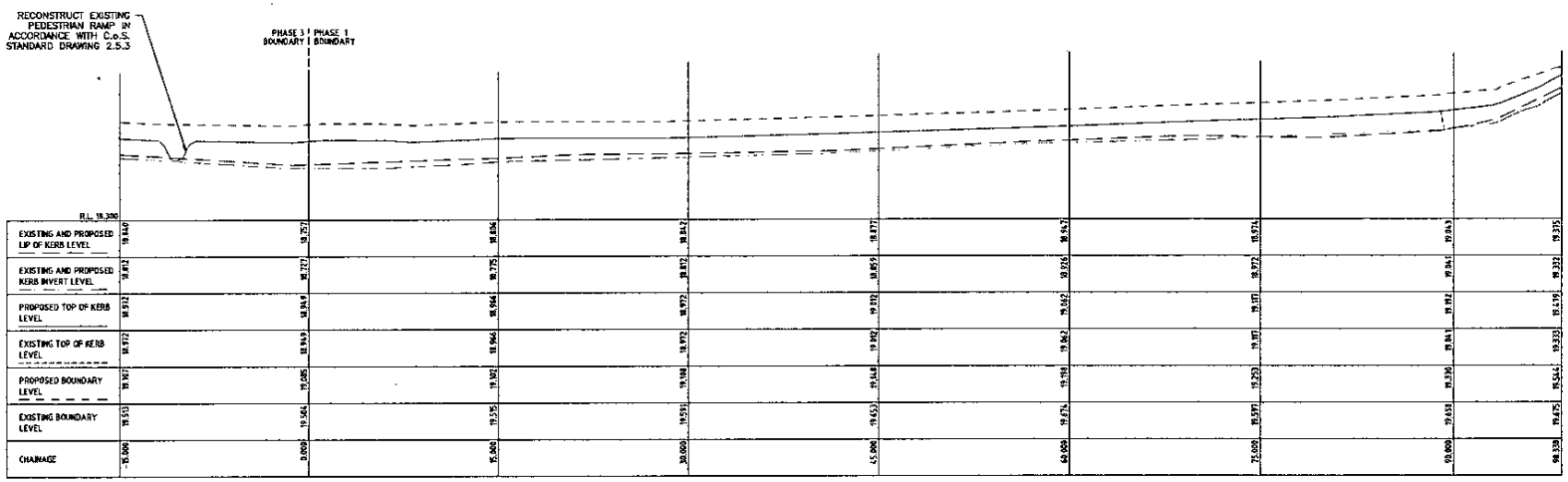
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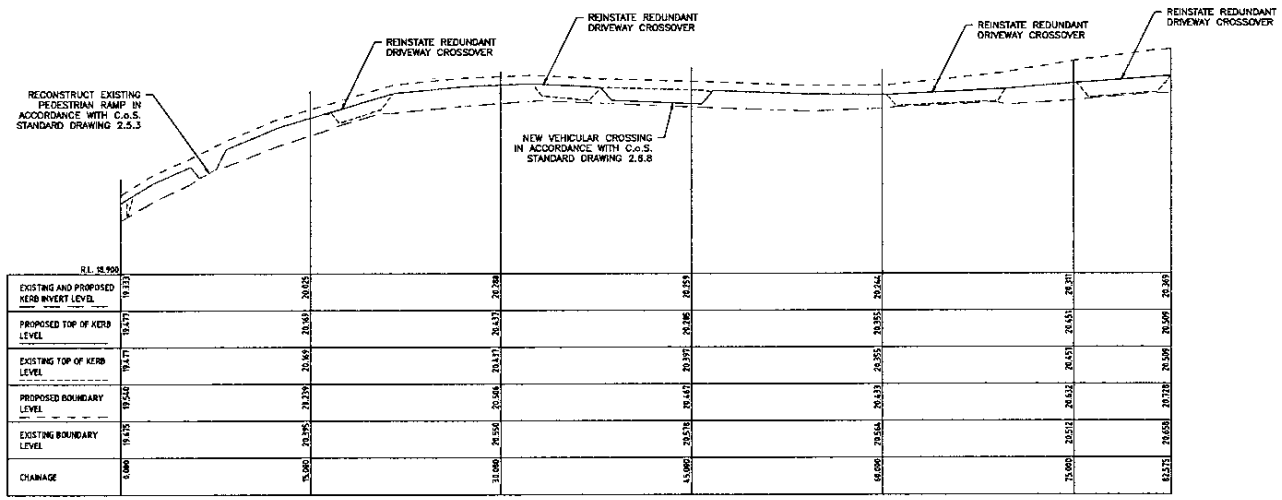
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1857-01-L10



ROTHSCHILD AVENUE PHASE 1 BOUNDARY LEVEL LONGITUDINAL SECTION

SCALES H 1:200 V 1:20



STEDMAN STREET PHASE 1 BOUNDARY LEVEL LONGITUDINAL SECTION

SCALES H 1:200 V 1:20

Rev.	Revision Description	Designed	Date
B	PROPOSED BOUNDARY LEVEL LONGITUDINAL SECTIONS	TH	12.07.16
A	INCLUDE BOUNDARY LEVELS AT ENTRY POINTS	TH	08.07.16

Designed: T.Howe | Authorised: J.Tainton
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4 2 0 4 6 1:200
0.4 0.2 0 0.4 0.8 1:20
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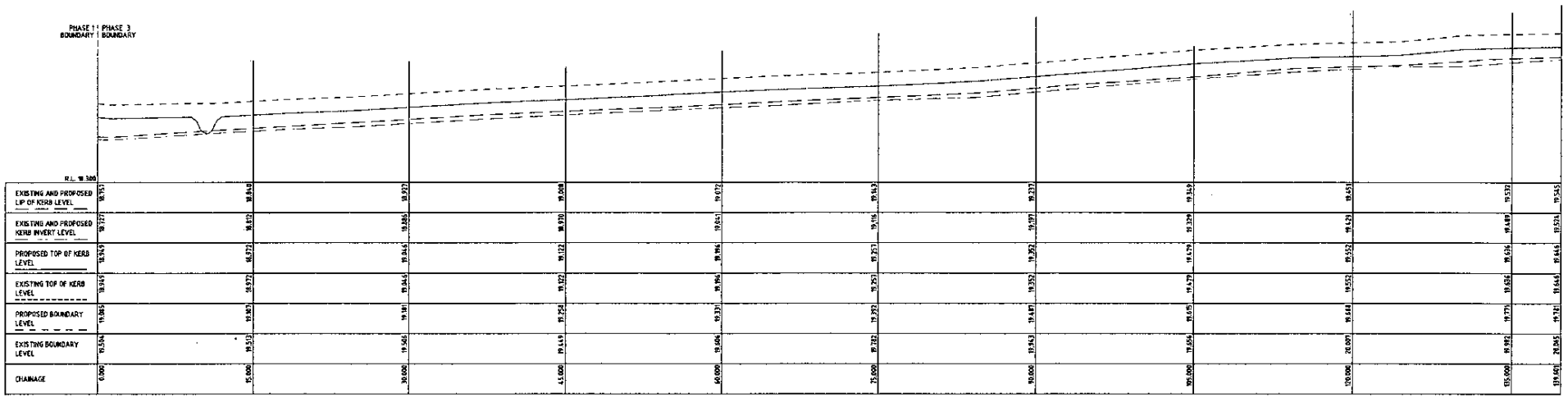
FOOTPATH PROFILING
ROTHSCHILD AVENUE, ROSEBERY
PHASE 1 - BOUNDARY LONGITUDINAL SECTIONS

Date 18.11.16 Drawing No. 1857-01-L10 Sheet 10 of 13

Page 33 of 47

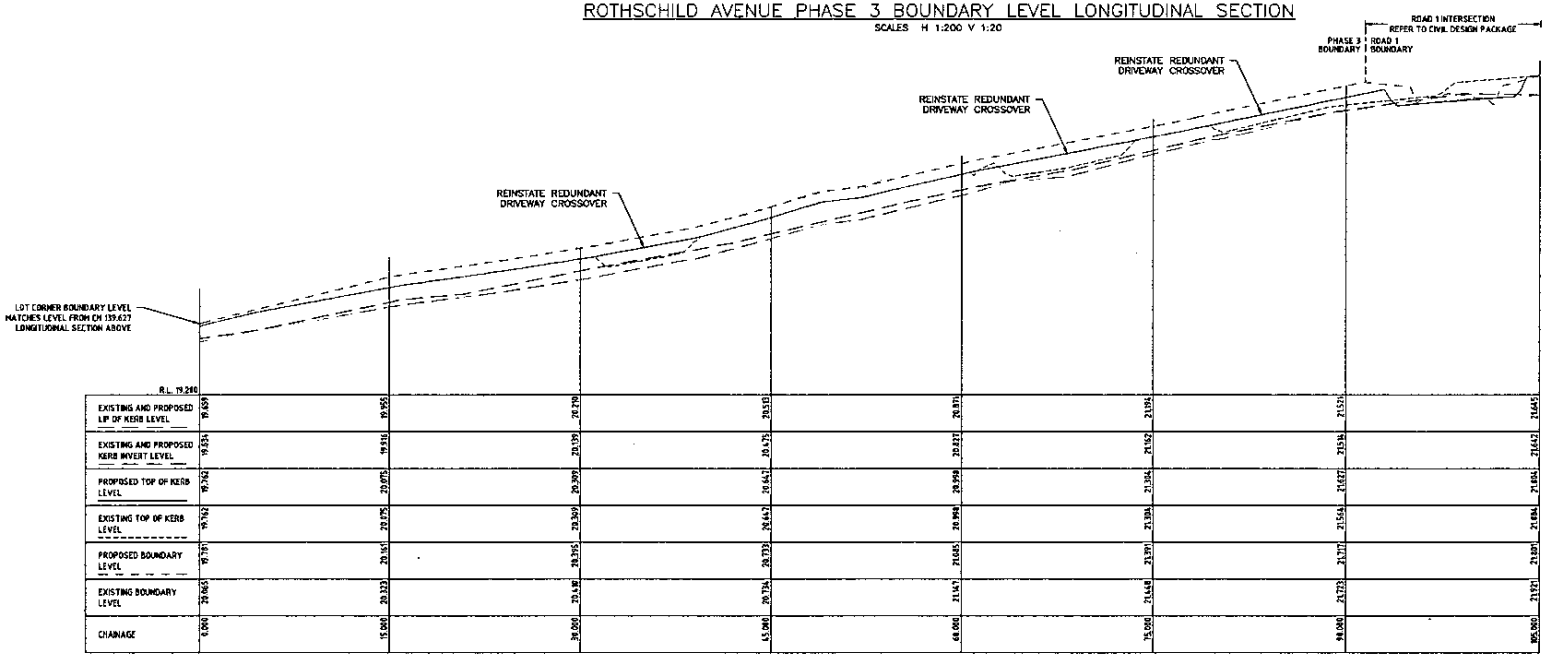
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1857-01-L11



ROTHSCHILD AVENUE PHASE 3 BOUNDARY LEVEL LONGITUDINAL SECTION

SCALES H 1:200 V 1:20



CREWE PLACE (CH 00–105) PHASE 3 BOUNDARY LEVEL LONGITUDINAL SECTION

SCALES H 1:200 V 1:20

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0.4 0.2 0 0.4 0.6 1:20 (V)

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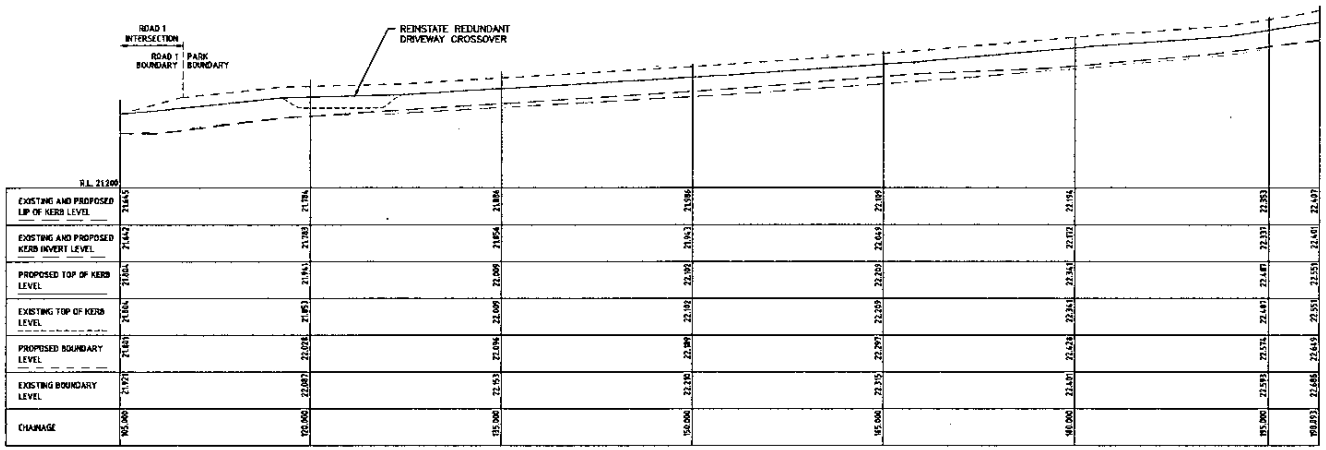
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PHASE 3 - BOUNDARY LEVEL LONGITUDINAL SECTIONS

Date 18.11.16 Drawing No. 1857-01-L11 Sheet 11 of 13

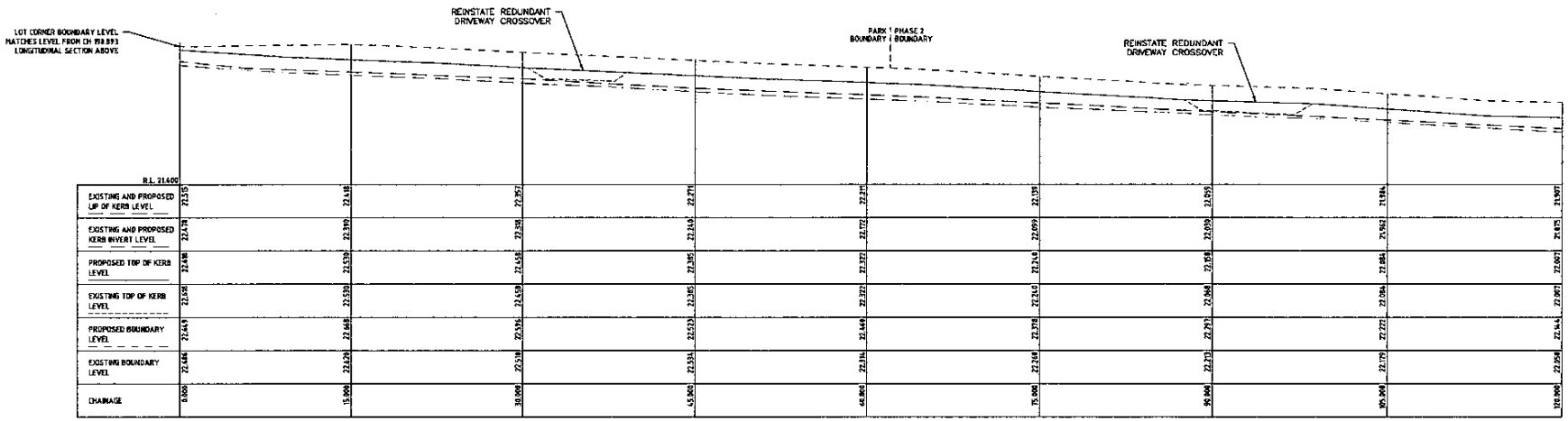
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1857-01-112



CREWE PLACE (CH 105–198.893) PARK BOUNDARY LEVEL LONGITUDINAL SECTION

SCALES H 1:200 V 1:20



ROSEBERY AVENUE (CH 00–120) PARK & PHASE 2 BOUNDARY LEVEL LONGITUDINAL SECTION

SCALES H 1:200 V 1:20

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0.4 0.2 0 0.4 0.8 1:20 (V)

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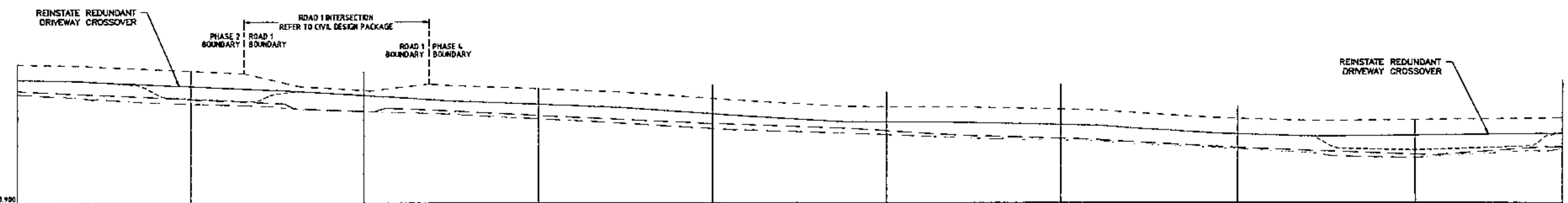
ROTHSCHILD AVENUE, ROSEBERY

PARK & PHASE 2 - BOUNDARY LEVEL LONGITUDINAL SECTIONS

Date 18.11.16 Drawing No. 1857-01-L12 Sheet 12 of 13

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1857-01-L13



EXISTING AND PROPOSED LIP OF KERB LEVEL	21.907	21.832	21.761	21.685	21.619	21.544	21.477	21.395	21.333	21.400
EXISTING AND PROPOSED KERB INVERT LEVEL	21.875	21.790	21.723	21.655	21.544	21.506	21.461	21.382	21.305	21.391
PROPOSED TOP OF KERB LEVEL	22.007	21.947	21.774	21.785	21.696	21.622	21.601	21.517	21.505	21.523
EXISTING TOP OF KERB LEVEL	22.007	21.837	21.866	21.785	21.696	21.622	21.601	21.517	21.374	21.521
PROPOSED BOUNDARY LEVEL	22.144	22.086	21.909	21.923	21.834	21.760	21.739	21.655	21.643	21.664
EXISTING BOUNDARY LEVEL	22.058	22.050	22.074	21.926	21.952	21.896	21.964	21.771	21.567	21.996
CHAINAGE	120.000	135.000	150.000	165.000	180.000	195.000	210.000	225.000	240.000	252.538

ROSEBERY AVENUE (CH 120–252.538) PHASE 2 & 4 BOUNDARY LEVEL LONGITUDINAL SECTION

SCALES H 1:200 V 1:20

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PHASE 2 & 4 - BOUNDARY LEVEL LONGITUDINAL SECTIONS

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Schedule 2

SCHEDULE 3

Public Benefits (clause 5)

1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide the Public Benefits in accordance with Schedule 3 and this document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

	Public Benefit	Attributed Value	Due date	Additional specifications
1.	Monetary Contribution	$ 7,609,314	Before the issue of the first Construction Certificate for Phase 3 of the Development, subject to clause 5.2 of this document.	As set out in clause 5 of this document.
2.	Transfer Land	Phase 1: $35,800 Phase 2: $31,000 Phase 3: $2,060,280 Phase 4: $622,940	In respect of Phase 1, Phase 2 and Phase 4, the Transfer Land for each Phase must be delivered to Council after Completion of the relevant Developer's Works of each Phase, but before the issue of the first Occupation Certificate for the last residential building constructed within each Phase. In respect of Phase 3, the Transfer Land must be delivered to Council as follows: Transfer Land on which the Public Park and Greenway Works are to be	Phase 1: An area of not less than 179 square metres in the location marked as Phase 1 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document. Phase 2: An area of not less than 155 square metres in the location marked as Phase 2 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document. Phase 3: An area of not less than 10,301.4 square metres in the location

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			located before the earlier of: (i) commencement of the Developer's Works for the Public Park and Greenway Works); and (ii) issue of the first Occupation Certificate for the last residential building constructed within Phase 3. Transfer Land other than the Transfer Land on which the Public Park and Greenway Works are to be located, after Completion of the Developer's Works for Phase 3, but before the issue of the first Occupation Certificate for the last residential building constructed within Phase 3.	marked as Phase 3 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document. Phase 4: An area of not less than 3,114.74 square metres in the location marked as Phase 4 in the Land Dedication Schedule on the VPA Plan A004 by PTW Architects contained in Annexure A to this document.
3.	Developer's Works	Phase 1: $87,844 Phase 2: $53,246 Phase 3: $ 6,865,220 Phase 4 (excluding Council's Works): $103,431	The Developer's Works for each phase must reach Completion before the issue of the first Occupation Certificate for the last residential building constructed within each Phase. For clarity, the Public Park and Greenway Works must reach Completion before the issue of the first Occupation Certificate for the last residential	Plans and specifications showing the nature and extent of the required Developer's Works as at the date of this document are contained in Annexure A to this document.

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			building constructed within Phase 3.	

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Schedule 3

Cost Estimate

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Summary

Job Name : ROSEBERY DEXUS **Job Description**
Client's Name: 0800

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
	Dexus Park - 14.05.19	1.93		908,406		908,406
	Green Link - 7.05.19	1.07		505,104		505,104
		3.00		**1,413,510**		**1,413,510**

Final Total : $ 1,413,510

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Trade Breakup

Job Name : ROSEBERY DEXUS **Job Description**

Client's Name: 0800

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**101** ***Dexus Park - 14.05.19***					
	GROUNDWORKS					
1	Excavate approx 150mm of existing soil to subgrade level.	860.22	m3	93.50		80,430.57
2	Load, Cart & Disposal of excavated material off site as VENM.	860.22	m3	38.50		33,118.47
3	Compact subgrade	5,998.00	m2	8.80		52,782.40
4	Subtotal					*166,331.44*
5						
	PAVEMENT					
6	Civil team establishment	1.00	Item	5,000.00		5,000.00
7	Demolition of existing footpaths.	390.00	m2	40.00		15,600.00
8	Surveying	10.00	Marks	40.00		400.00
9	200mm thick DGB20 (Basecourse)	507.00	m2	45.00		22,815.00
10	110mm thick Concrete to footpath adjacent to street.	507.00	m2	105.00		53,235.00
11	Traffic Control during above works.	5.00	days	1,000.00		5,000.00
12	Subtotal					*102,050.00*
13						
	KERB & GUTTER					
14	Demolition: Saw cutting including establishment.	160.00	m	28.00		4,480.00
15	Demolition & disposal of existing kerb & gutter.	160.00	m	55.00		8,800.00
16	Demolition & disposal of road pavement.	96.00	m2	55.00		5,280.00
17	Construct new concrete kerb & gutter including road base.	160.00	m	160.00		25,600.00
18	Re sheet 600mm of road pavement adjacent to kerb & gutter.	96.00	m2	198.00		19,008.00
19	Extra over for pram ramp construction.	2.00	No.	750.00		1,500.00
20	Traffic Control during above works.	5.00	days	1,000.00		5,000.00
21	Subtotal					*69,668.00*
22						
	LANDSCAPING					
	Turf Areas					
23	Supply, deliver, spread and prepare turf underlay. (150mm) - Assume blown in to reduce labour costs	759.45	m3	120.00		91,134.00
24	Supply and installation of Turf.	5,063.00	m2	17.60		89,108.80

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Trade Breakup

Job Name : ROSEBERY DEXUS **Job Description**

Client's Name: 0800

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**101** ***Dexus Park - 14.05.19***					*(Continued)*
25	Install pop-up sprinkler irrigation to extent of new turf area (50% permanent)	2,531.50	m2	27.50		69,616.25
26	Install pop-up sprinkler irrigation to extent of new turf area (50% temporary)	2,531.50	m2	18.70		47,339.05
	Shrub Planting					
27	Timber Edge (Between Grass & Garden)	105.00	m	33.00		3,465.00
28	Import topsoil to Garden Bed (300mm thick) :[445 m2]	134.00	m3	66.00		8,844.00
29	Mulch to above garden areas (75mm thick) :[445 m2]	34.00	m3	187.00		6,358.00
30	Plant Supply 150mm (6 / m2)	2,670.00	No.	11.00		29,370.00
31	Labour to spread and level soil and mulch and install plants.	445.00	m2	27.50		12,237.50
32	Irrigation (Garden Areas)	445.00	m2	33.00		14,685.00
	Other					
33	Protection of Existing Trees	16.00	No.	250.00		4,000.00
34	Maintenance	3.00	months	1,300.00		3,900.00
35	Subtotal					*380,057.60*
36						
37	TOTAL COST OF WORKS					*718,107.04*
38	On Site Preliminaries (15%)	1.00	Item	107,716.06		107,716.06
39	Head Contractor Overheads & Profit (10%)	1.00	Item	82,582.31		82,582.31
40	Consultants, Contingency, GST		Excl.			
41	TOTAL COST OF WORKS					*908,405.41*
42	Area Rate (5,998m2)		m2	151.45		
43						
	EXCLUSIONS					
44	Adjustment or relocation of any services.		Excl.			
45	Widening of Road, Kerb or Gutter		Excl.			
46	Sewer Pipework		Excl.			
47	Stormwater Pipework, Pits, Drains, etc.		Excl.			
48	Lighting		Excl.			
49	Furniture		Excl.			
50	Shared Pathway					
51						
	CLARIFICATIONS					

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Trade Breakup

Job Name : ROSEBERY DEXUS **Job Description**

Client's Name: 0800

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**101** ***Dexus Park - 14.05.19***					*(Continued)*
52	Shared link is finished with washed concrete to match adjacent Meriton shared link. (Excluded from this cost)		Note			
53	Other footpaths are broomed finish.		Note			
	Dexus Park - 14.05.19				**Total :**	**908,405.41**

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Trade Breakup

Job Name : ROSEBERY DEXUS **Job Description**

Client's Name: 0800

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**102** ***Green Link - 7.05.19***					
	DEMOLITION					
1	Remove bitumen & construction concrete waste from Green link area between Stage 1 & 4	1,200.00	m2	38.50		46,200.00
2	Subtotal					*46,200.00*
3						
	GROUNDWORKS					
4	Excavate approx 150mm of existing soil to subgrade level.	180.00	m3	93.50		16,830.00
5	Load, Cart & Disposal of excavated material off site as VENM.	180.00	m3	38.50		6,930.00
6	Compact subgrade	1,200.00	m2	5.50		6,600.00
7	Subtotal					*30,360.00*
8						
	PAVEMENTS					
9	Civil team establishment	1.00	Item	5,000.00		5,000.00
10	Surveying	18.00	Marks	40.00		720.00
11	200 thick DGB20 (Basecourse) (Footpaths)	457.00	m2	45.00		20,565.00
12	110mm thick Concrete to footpath.	457.00	m2	114.00		52,098.00
13	Smooth out existing asphalt by adding 60mm AC10 over nominated area in two layers.	1,045.00	m2	70.40		73,568.00
14	Subtotal					*78,383.00*
15						
	LANDSCAPING					
	Shrub Planting					
16	Import topsoil to Garden Bed (300mm thick) :[915 m2]	275.00	m3	66.00		18,150.00
17	Mulch to above garden areas (75mm thick) :[915 m2] (Allowance to be blown in due to access)	69.00	m3	170.00		11,730.00
18	Plant Supply 150mm (6 / m2)	5,490.00	No.	10.00		54,900.00
19	Labour to spread and level soil and mulch and install plants.	915.00	m2	30.00		27,450.00
20	Irrigation (exclude Turf Areas)	915.00	m2	35.00		32,025.00
21	Install bark mulch to existing tree bed (100mm)		Excl.			
	Other					
22	Protection of Existing Trees	8.00	No.	250.00		2,000.00
23	Maintenance	3.00	months	758.33		2,275.00
24	Subtotal					*148,530.00*

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Trade Breakup

Job Name : ROSEBERY DEXUS **Job Description**

Client's Name: 0800

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**102** ***Green Link - 7.05.19***					*(Continued)*
25						
	FENCING					
26	Supply & install 1.8m high picket fencing.	50.00	m	385.00		19,250.00
27	Supply & install gates to above.	3.00	No.	1,000.00		3,000.00
28	Subtotal					*22,250.00*
29						
30	TOTAL COST OF WORKS					*399,291.00*
31	On Site Preliminaries (15%)	1.00	Item	59,893.65		59,893.65
32	Head Contractor Overheads & Profit (10%)	1.00	Item	45,918.47		45,918.47
33	Consultants, Contingency, GST		Excl.			
34	TOTAL COST OF WORKS					*505,103.12*
35	Area Rate (1,372m2 - Excluding existing asphalt and tree areas)		m2	368.15		
36						
	EXCLUSIONS					
37	Adjustment or relocation of any services.		Excl.			
38	Widening of Road, Kerb or Gutter		Excl.			
39	Sewer Pipework		Excl.			
40	Stormwater Pipework, Pits, Drains, etc.		Excl.			
41	Furniture		Excl.			
42	Mulch to existing trees		Excl.			
43	Lighting		Excl.			
44	Footpath, Kerb & Gutter on Rosebery Ave.		Excl.			
	Green Link - 7.05.19				**Total :**	**505,103.12**

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EXECUTION

Executed as a deed on

Signed for and on behalf of THE COUNCIL OF THE CITY OF SYDNEY by its duly authorised officer in the presence of:

Witness:

Alisa Nicholson

Name (printed):

Signature:

Graham Jahn AM

Name of Authorised Officer:

Director
City Planning I Development I Transport

Signed by KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223) in accordance with section 127 of the Corporations Act:

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223
THE COMMON SEAL OF

Signature of Director

DAVID CREMONA

Full Name (printed):

Signature of ~~Director~~/Secretary:

ROBYN McCULLY

Full Name (printed):

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Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919

AK735550L

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Regis by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 3/1065657

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9288 5953 CAN: 123053P Reference: S127815 L LOWE	PC

(C) **REGISTERED PROPRIETOR**
Of the above land
KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)

(D) **LESSEE MORTGAGEE or CHARGEE**

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

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**
Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

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

DATE 1 SEPTEMBER 2016

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

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: HEATHER TURNER
Address of witness: 456 Kent Street, Sydney

Signature of authorised officer:
Name of authorised officer: Anthony Patrick Lenehan
Position of authorised officer: Director - Legal and Governance THE COUNCIL OF THE CITY OF SYDNEY

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

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

Company: Karimbla Properties (No. 49) Pty Limited (ACN 168 601 223)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: DAVID CREMONA
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: ROBYN McCULLY
Office held: SECRETARY

(H) **Consent of the** N.A

The N.A under N.A No. N.A., agrees to be bound by this positive covenant.

I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

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

Signature of N.A.

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

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ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON FOLIO IDENTIFIER 3/1065657 BETWEEN KARIMBLA PROPERTIES (NO. 49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 25-55 Rothschild Street, Rosebery – Building 1A and 1B (Folio identifier 3/1065657).

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

Private Connection means the privately owned pipes emanating from the Land that is connected to the City owned gully pit, pipe or channel.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the Private Connection to the City's drainage system, the Owner must:

(a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(b) not permit any Unauthorised Discharge through the Private Connection;

(c) permit the City to disconnect the Private Connection and make good the City's drainage system if any Unauthorised Discharge from the Land is detected;

(d) pay for all costs relating to the disconnection(s) and making good;

(e) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;

Signature of Witness

HEATHER TURNER

Name of Witness 456 KENT STREET, SYDNEY

Director (signature) – Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed)

Anthony Patrick Lenehan
Director – Legal and Governance
Council of the City of Sydney

~~Director~~/Secretary (signature) – Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed)

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(f) if a pump-out system is installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure. The Owner must give the City access to the Land from time to time to inspect the notice(s);

(g) release the City from all claims for Damages as a result of:

(i) any blockage of or surcharge or backflow from the City's drainage system;

(ii) the construction of the Private Connection in the Public Way

(iii) the connection of the Private Connection to the City's drainage system; and

(iv) the relocation of the gully pit;

(h) indemnify the City from all Damages suffered or incurred by the City as a result of:

(i) the construction of the Private Connection;

(ii) the connection of the Private Connection to the City's drainage system; or

(iii) any Unauthorised Discharge through the Private Connection;

except to the extent that the City's negligent act or omission contributed to the Damages;

(i) not carry out any excavation works or alterations to the Private Connection and/or the City's drainage system without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

Signature of Witness

HEATHER TURNER

Name of Witness 456 KENT STREET, SYDNEY

Director (signature) – Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed)

Anthony Patrick Lenehan
Director – Legal and Governance
Council of the City of Sydney

~~Director~~/Secretary (signature) – Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed)

Req:R051808 /Doc:DL AK735550 /Rev:13-Sep-2016 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:4 of 5
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ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON FOLIO IDENTIFIER 3/1065657 BETWEEN KARIMBLA PROPERTIES (NO. 49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 25-55 Rothschild Street, Rosebery – Building 1A and 1B (Folio identifier 3/1065657).

OSD System means the on-site detention system on the Land.

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the OSD System to the Public Way, the Owner must:

(a) maintain the orifice of the OSD System at a diameter approved by Sydney Water or the City;

(b) not permit any Unauthorised Discharge from the OSD System to the Public Way;

(c) regularly inspect, clean and maintain the OSD System;

Signature of Witness

HEATHER TURNER

Name of Witness 456 KENT STREET, SYDNEY

Director (signature) – Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed)

Anthony Patrick Lenehan
Director – Legal and Governance
Council of the City of Sydney

~~Director/Secretary (signature)~~ – Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed)

Req:R051808 /Doc:DL AK735550 /Rev:13-Sep-2016 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:5 of 5
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(d) if a pump-out system installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure;

(e) give the City access to the Land from time to time to inspect the notice(s);

(f) release the City from all claims for Damages as a result of any blockage to the OSD System;

(g) indemnify the City from all Damages suffered or incurred by the City as a result of any discharge from the OSD System to the Public Way except to the extent that the City's negligent act or omission contributed to the Damages;

(h) not carry out any alterations to the OSD System without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

Signature of Witness

HEATHER TURNER

Name of Witness

456 KENT STREET, SYDNEY

Director (signature) – Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed)

Anthony Patrick Lenehan
Director – Legal and Governance
Council of the City of Sydney

Director/Secretary (signature) – Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed)

Req:R051802 /Doc:DL AM774838 /Rev:06-Oct-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 2
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Form: 13RPA
Release: 3·0

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales
Section 88E(3) Conveyancing Act 1919

AM774838R

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**

~~2/566811 and~~ 3/1065657

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9142 CAN: 123053P Reference: S127815 - L Nash	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

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

DATE

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: HEATHER TURNER
Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer:
Name of authorised officer: Hannah Frances Reid
Position of authorised officer: Principal Lawyer - LEGAL + GOVERNANCE
The Council of the City of Sydney
AUTHORISED DELEGATE PURSUANT TO S377 LOCAL GOVERNMENT ACT 1993

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)
Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

Signature of authorised person:
Name of authorised person: JAMES SIALEPIS
Office held: Director

Signature of authorised person:
Name of authorised person: ROBYN McCULLY
Office held: Secretary

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A. ,who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

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

Signature of N.A.

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

Req:R051802 /Doc:DL AM774838 /Rev:06-Oct-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY ON ~~LOT 2 IN DEPOSITED PLAN 566811 AND~~ LOT 3 IN DEPOSITED PLAN 1065657 BETWEEN KARIMBLA PROPERTIES (NO. 49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

RESTRICTION ON RESIDENTIAL DEVELOPMENT:

The residential accommodation portion of the building, as approved in the Consent, must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

RESTRICTION ON USE OF CAR SPACES – RESIDENTIAL, SERVICED APARTMENTS AND MIXED USE:

The on-site car parking spaces, exclusive of service and visitor car spaces, as approved in the Consent, are not to be used other than by an occupant, tenant or resident of the subject building.

Consent means the consent granted to Development Application D/2015/1901 in accordance with the Environmental Planning and Assessment Act 1979.

Residential Accommodation means use as residential accommodation as defined in the Sydney Local Environmental Plan 2012.

Witness (signature):

HEATHER TURNER

Full Name (printed)

456 Kent Street, Sydney

Director (signature):
Karimbla Properties (No. 49) Pty Limited

JAMES SIALEPIS

Full Name (printed):

Hannah Frances Reid
Principal Lawyer – Legal & Governance
The Council of the City of Sydney

Secretary ~~Director~~ (signature):
Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed):

Req:R051806 /Doc:DL AM729400 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 6
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Form: 13PC
Release: 3·1

POSITIVE COVENA

New South Wales
Section 88E(3) Conveyancing Act

AM729400R

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the by this form for the establishment and maintenance of the Real Property the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 2/566811

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9288 5953 CAN: 123053P Reference: S128366 - L Lowe	PC

(C) **REGISTERED PROPRIETOR** Of the above land
KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)

(D) **LESSEE MORTGAGEE or CHARGEE** Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)

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

DATE 14 SEPTEMBER 2017

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

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of authorised officer: _____

Name of witness: HEATHER TURNER Name of authorised officer: Anthony Patrick Lenehan

Address of witness: 456 Kent Street, Sydney Position of authorised officer: Director - Legal & Governance
The Council Of The City Of Sydney
Authorised Delegate Pursuant
To S377 Local Government Act
1993

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

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

Company: KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)
Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL

Signature of authorised person: _____ Signature of authorised person: _____

Name of authorised person: ROBYN McCULLY Name of authorised person: DAVID CREMONA
Office held: ~~Director~~ Secretary Office held: Director

(H) **Consent of the N.A**

The N.A under N.A No. N.A. , agrees to be bound by this positive covenant.

I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of N.A. _____

Name of witness: _____

Address of witness: _____

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

Req:R051806 /Doc:DL AM729400 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 6
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ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 2 IN DEPOSITED PLAN 566811 BETWEEN KARIMBLA PROPERTIES (NO. 49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 5-13 Rosebery Avenue, Rosebery (Folio Identifier: 2/566811).

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

Private Connection means the privately owned pipes emanating from the Land that is connected to the City owned gully pit, pipe or channel.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the Private Connection to the City's drainage system, the Owner must:

(a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(b) not permit any Unauthorised Discharge through the Private Connection;

(c) permit the City to disconnect the Private Connection and make good the City's drainage system if any Unauthorised Discharge from the Land is detected;

Witness (signature):

HEATHER TURNER
Full Name (printed):
456 Kent Street, Sydney

Director (signature):
Karimbla Properties (No. 49) Pty Limited
Secretary
ROBYN McCULLY
Full Name (printed):

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Director (signature):
Karimbla Properties (No. 49) Pty Limited
DAVID CREMONA
Full Name (printed):

Req:R051806 /Doc:DL AM729400 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:3 of 6
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(d) pay for all costs relating to the disconnection(s) and making good;

(e) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;

(f) if a pump-out system is installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure. The Owner must give the City access to the Land from time to time to inspect the notice(s);

(g) release the City from all claims for Damages as a result of:

(i) any blockage of or surcharge or backflow from the City's drainage system;

(ii) the construction of the Private Connection in the Public Way

(iii) the connection of the Private Connection to the City's drainage system; and

(iv) the relocation of the gully pit;

(h) indemnify the City from all Damages suffered or incurred by the City as a result of:

(i) the construction of the Private Connection;

(ii) the connection of the Private Connection to the City's drainage system; or

(iii) any Unauthorised Discharge through the Private Connection;

except to the extent that the City's negligent act or omission contributed to the Damages;

(i) not carry out any excavation works or alterations to the Private Connection and/or the City's drainage system without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

Witness (signature):

HEATHER TURNER

Full Name (printed):
456 Kent Street, Sydney

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Secretary ~~Director~~ (signature):
Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed):

Director (signature):
Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed):

Req:R051806 /Doc:DL AM729400 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:4 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 2 IN DEPOSITED PLAN 566811 BETWEEN KARIMBLA PROPERTIES (NO. 49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 5-13 Rosebery Avenue, Rosebery (Folio Identifier: 2/566811).

OSD System means the on-site detention system on the Land.

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

Witness (signature):

HEATHER TURNER

Full Name (printed):
456 Kent Street, Sydney

Secretary ~~Director~~ (signature):
Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed):

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Director (signature):
Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed):

Req:R051806 /Doc:DL AM729400 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:5 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the OSD System to the Public Way, the Owner must:

(a) maintain the orifice of the OSD System at a diameter approved by Sydney Water or the City;

(b) not permit any Unauthorised Discharge from the OSD System to the Public Way;

(c) regularly inspect, clean and maintain the OSD System;

(d) if a pump-out system installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure;

(e) give the City access to the Land from time to time to inspect the notice(s);

(f) release the City from all claims for Damages as a result of any blockage to the OSD System;

(g) indemnify the City from all Damages suffered or incurred by the City as a result of any discharge from the OSD System to the Public Way except to the extent that the City's negligent act or omission contributed to the Damages;

(h) not carry out any alterations to the OSD System without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

Witness (signature):

HEATHER TURNER

Full Name (printed):
456 Kent Street, Sydney

Secretary

Director (signature):
Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed):

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Director (signature):
Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed):

Req:R051806 /Doc:DL AM729400 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:6 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ANNEXURE "C" REFERRED TO IN POSITIVE COVENANT ON LOT 2 IN DEPOSITED PLAN 566811 BETWEEN KARIMBLA PROPERTIES (NO. 49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

The Registered Proprietors covenant with The Council of the City of Sydney that the Registered Proprietors will at all times be responsible for:

(a) giving notice of the former use and contamination of the land and existence of encapsulated cells containing contaminated material to the Principal Certifying Authority prior to the issue of an Occupation Certificate for the building erected on the land.

(b) ongoing maintenance and any future rehabilitation works required for the encapsulated material including the prevention of discharge from the encapsulated material of any contaminants or for any works required by the Environmental Protection Authority.

Witness (signature):

HEATHER TURNER

Full Name (printed):
456 Kent Street, Sydney

Secretary ~~Director~~ (signature):
Karimbla Properties (No. 49) Pty Limited

ROBYN McCULLY

Full Name (printed):

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Director (signature):
Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA

Full Name (printed):

Req:R051811 /Doc:DL AM729401 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 2
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Form: 13RPA
Release: 3·1

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales
Section 88E(3) Conveyancing Act 1919

AM729401P

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**

2/566811

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9288 5953 CAN: 123053P Reference: S128366 - L Lowe	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)

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

DATE 14 SEPTEMBER 2017

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____
Name of witness: HEATHER TURNER
Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer: _____
Name of authorised officer: Anthony Patrick Lenehan
Position of authorised officer: Director - Legal & Governance
The Council of the City of Sydney
Authorised Delegate Pursuant To S377 Local Government Act 1993

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

Company: KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____
Name of authorised person: Robyn McCully
Office held: ~~Director~~ Secretary

Signature of authorised person: _____
Name of authorised person: David Cremona
Office held: Director

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223 THE COMMON SEAL OF

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A. ,who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: _____
Name of witness: _____
Address of witness: _____

Signature of N.A. _____

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

Req:R051811 /Doc:DL AM729401 /Rev:18-Sep-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY ON LOT 2 IN DEPOSITED PLAN 566811 BETWEEN KARIMBLA PROPERTIES (NO. 49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

RESTRICTION ON RESIDENTIAL DEVELOPMENT:

The accommodation portion of the building, as approved in the Consent, must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

RESTRICTION ON USE OF CAR SPACES – RESIDENTIAL, SERVICED APARTMENTS AND MIXED USE:

The on-site car parking spaces, as approved in the Consent, exclusive of service and visitor car spaces, are not to be used other than by an occupant, tenant or resident of the subject building.

Consent means the consent granted to Development Application D/2016/569 in accordance with the Environmental Planning and Assessment Act 1979.

Residential Accommodation means use as residential accommodation as defined in the Sydney Local Environmental Plan 2012.

Witness (signature):

HEATHER TURNER
Name (printed):
456 Kent Street, Sydney

Secretary ~~Director~~ (signature):
Karimbla Properties (No. 49) Pty ~~Limited~~

ROBYN McCULLY
Full Name (printed):

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Director (signature):
Karimbla Properties (No. 49) Pty Limited

DAVID CREMONA
Full Name (printed):

Req:R051805 /Doc:DL AM838129 /Rev:03-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

Form: 13RPA
Release: 3·1

RESTRICTION ON TI USE OF LAND BY A PRESCRIBED AUTHOR

New South Wales
Section 88E(3) Conveyancing Act 1919

AM838129U

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**

2/566811

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9288 5953 CAN: 123053P Reference: S128465 - L Lowe	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)

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

DATE 26 OCTOBER 2017

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness: HEATHER TURNER

Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer:

Name of authorised officer: Anthony Patrick Lenehan

Position of authorised officer: Director - Legal & Governance
The Council of the City of Sydney
Authorised Delegate Pursuant to S377 Local Government Act 1993

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

Company: KARIMBLA PROPERTIES (NO. 49) PTY LIMITED (ACN 168 601 223)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
Office held: Director DAVID CREMONA

Signature of authorised person:

Name of authorised person: ROBYN McCULLY
Office held: ~~Director~~ Secretary

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A. ,who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

Signature of N.A.

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

Req:R051805 /Doc:DL AM838129 /Rev:03-Nov-2017 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ANNEXURE "A" REFERRED TO IN RESTRICTION ON LOT 2 IN DEPOSITED PLAN 566811 BETWEEN KARIMBLA PROPERTIES (NO.49) PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

RESTRICTION ON RESIDENTIAL DEVELOPMENT:

The accommodation portion of the building, as approved in the Consent, must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

Consent means the consent granted to Development Application D/2016/1355 in accordance with the Environmental Planning and Assessment Act 1979.

Residential Accommodation means use as residential accommodation as defined in the Sydney Local Environmental Plan 2012.

Witness (signature):

HEATHER TURNER

Full Name (printed)

456 Kent Street, Sydney

Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney

Director (signature):
Karimbla Properties (No.49) Pty Limited

DAVID CREMONA

Full Name (printed):

Director/Secretary (signature):
Karimbla Properties (No.49) Pty Limited

ROBYN McCULLY

Full Name (printed):

Pending

This page is a temporary placeholder for the AN211023 which will be removed and replaced with the certificate once available from the authority.

Ordered: 29/10/2026 04:48:49 PM
Order ID: 212353851

Req:R051803 /Doc:DP 1255452 B /Rev:23-Aug-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:1 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ePlan

Instrument setting out terms of easements or profit 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: DP1255452

Plan of Easement over Lot 304 DP 1232046

Full name and address of the owner of the land:

KARIMBLA PROPERTIES (NO. 49) PTY LTD
ACN 168 601 223
Level 11, 528 Kent 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, authority benefited or owner of the lot benefited:
1.	Easement for Electricity and Other Purposes 9.77 Wide Limited in Stratum	Lot 304 DP 1232046	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9.77 WIDE LIMITED IN STRATUM NUMBERED 1 IN THE PLAN**

1.1 An easement is created on the terms and conditions contained in Memorandum AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Req:R051803 /Doc:DP 1255452 B /Rev:23-Aug-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:2 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ePlan

Instrument setting out terms of easements or profit 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: DP1255452

Plan of Easement over Lot 304 DP 1232046

Full name and address of the owner of the land:

KARIMBLA PROPERTIES (NO. 49) PTY LTD
ACN 168 601 223
Level 11, 528 Kent Street
SYDNEY NSW 2000

EXECUTED by **KARIMBLA PROPERTIES (NO. 49) PTY LTD ACN 168 601 223** in accordance section 127 of the Corporations Act 2001)

KARIMBLA PROPERTIES (NO. 49) PTY LIMITED ACN 168 601 223
THE COMMON SEAL OF

Signature of Authorised Person

DIRECTOR

Office held

DAVID CREMONA

Name of Authorised Person (please print)

Signature of Authorised Person

DIANNE REYNOLDS
COMPANY SECRETARY

Office held

Name of Authorised Person (please print)

Req:R051803 /Doc:DP 1255452 B /Rev:23-Aug-2019 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 16:49 /Seq:3 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:T26318

ePlan

Instrument setting out terms of easements or profit 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: DP1255452

Plan of Easement over Lot 304 DP 1232046

Full name and address of the owner of the land:

KARIMBLA PROPERTIES (NO. 49) PTY LTD
ACN 168 601 223
Level 11, 528 Kent Street
SYDNEY NSW 2000

SIGNED SEALED AND DELIVERED for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044)
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023)
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032)
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078)
Blue Asset Partner Pty Ltd ACN 615 217 493)
on behalf of Alpha Distribution Ministerial Holding)
Corporation pursuant to s. 36 of the Electricity Network)
Assets (Authorised Transactions) Act 2015)
by its attorneys under power of attorney registered book 4734)
no. 366)

Signature of Witness

Effie Dimitriou

Print Name of Witness in full

24 Campbell St Sydney

Print Address of Witness

Signature of Attorney

TREVOR MARK ARMSTRONG

Print name of Attorney

Signature of Witness

Effie Dimitriou

Print Name of Witness in full

24 Campbell St Sydney

Print Address of Witness

Signature of Attorney

RICHARD SAMUEL GROSS
Chief Executive Officer

Print name of Attorney

REGISTERED 22.8.2019

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Ac
Real Property Act 1900

AQ390922S

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/SP100271

(B) **LODGED BY**

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(C) The Owner-Strata Plan No. 100271 certify that a special resolution was passed on 17/3/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. _____
Added by-law No. 50
Amended by-law No. _____
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 100271 which includes new Added By-law No.50 starting from Page 17 of 18 respectively.

(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 1

(G) The seal of The Owners-Strata Plan No. 100271 was affixed on 3 September 2020 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 : SAVVAS PIPERITIS

Authority : STRATA MANAGER - SP100271

THE OWNERS - STRATA PLAN No. 100271
Common Seal

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 100271

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The seal of The Owners-Strata Plan No 100271 was affixed on 3/9/2020 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(s): .....

Name(s) [use block letters]: SAVVAS PIPERITIS

Authority: STRATA MANAGER - SP 100271

THE OWNERS - STRATA PLAN No. 100271 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
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1. NOISE

1.1 An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. VEHICLES

2.1 An owner or occupier of a lot must:

(a) not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the Owners Corporation;

(b) carry out all loading and unloading operations associated with servicing the building within the confines of the common property at all times and must not obstruct other properties or units or the common property; and

(c) ensure that at all times, the service vehicle docks, car parking spaces and access driveways must be kept clear of goods and must not be used for storage purposes including garbage storage.

2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1

2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

(a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked on common property or in visitor carparking space contrary to by-law 2.1;

(i) the power to remove the vehicle from the common property or visitor carparking space; and/or

(ii) the power to clamp the wheel(s) of the vehicle.

(b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

2.5 For the purposes of section 651B(1) of Local Government Act 1993, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.4 in relation to any vehicle owned by them.

3. OBSTRUCTION OF COMMON PROPERTY

3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

3.2 An owner or occupier of a lot must not place any signs or goods on the common property, footway or roadway adjacent to the development.

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4.1 An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

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(b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.2 An approval given by the Owners Corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 The owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.2 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

6.1 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. CHILDREN PLAYING ON COMMON POPERTY IN BUILDING

7.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

8.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. DRYING OF LAUNDRY ITEMS

10.1 An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

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11. CLEANING WINDOWS AND DOORS

11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14. FLOOR COVERINGS

14.1 An owner of a lot must 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.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

15. GARBAGE REMOVAL

15.1 An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage,

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected,

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),

(e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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16. KEEPING OF ANIMALS

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

18. NOTICE BOARD

18.1 The Owners Corporation must cause a notice board to be affixed to some part of the common property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

19.1 An occupier of a lot must notify the Owners Corporation if the 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. PROVISION OF AMENITIES OR SERVICES

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

21. USE OF LIFTS

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

22. MAINTENANCE OF BUILDING AND COMMON PROPERTY

22.1 The Owners Corporation in addition to the powers and authorities conferred on it by or under the Strata Schemes Development Act 2015 and the Strata Schemes Management Act 2015 as amended and these by-laws, shall have the power and duty to:

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(a) replace the enclosure of the lifts every 8 years,

(b) paint the outside of the building on at least one occasion in every period of 7 years,

(c) replace the carpet in the common property of the building every 7 years,

(d) repaint the inside of the building every 5 years,

(e) replace all fittings in the common property of the building every 5 years,

(f) repaint and refurbish the pool and pool areas every 4 years,

(g) replace the carpet in the lifts every 3 years and,

(h) reseal the concrete driveways every 3 years, and

(i) overhaul and repair all gymnasium equipment every 2 years,

(j) clean all windows and window frames every 6 months.

22.2 Before performing or appointing any person to perform any inspection of the common property, the Owners Corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

23. POOL

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.

23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.

23.5 The Owners Corporation may make rules regarding the pool.

23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

(a) smoking, eating or drinking,

(b) consuming alcohol,

(c) using bottles or glass,

(d) running, jumping or diving,

(e) using balls, boogie boards or large inflated objects,

(f) using soap, bubble bath or shampoo,

(g) be inadequately clothed, and

(h) nude bathing

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23.7 The Owners Corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the Owners Corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

(a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and

(b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owners corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the Owners Corporation by the original owner.

24. AIR CONDITIONING

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of accessing, erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may also:

(a) pass and/or or attach pipes, wires or other items through and/or onto common property ceiling, walls and floors; and

(b) have reasonable access (including access through another proprietor's carpark lot(s) or store(s)) for the purpose of carrying out works to maintain and repair those pipes, wires or other items after giving reasonable prior notice to the Owners Corporation;

in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot

24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by law 24.3, the relevant proprietor shall be responsible for:

(a) proper maintenance and keeping it in a state of good and serviceable repair,

(b) installation and removal,

(c) replacement at reasonable intervals or as necessary,

(d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and

(e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

25. FACILITIES

25.1 Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

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26. COMMERCIAL SIGNS

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.

26.2 All commercial signage in the development must be of identical size and dimensions.

26.3 The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

27. CONSENT TO USE

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the Owners Corporation provided that all relevant statutory approvals have been obtained.

27.2 The Owners Corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

28. CARETAKER

28.1 The Owners Corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:

(a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,

(b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation,

(c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,

(d) providing a letting, property management and sales service,

(e) supervising Owners Corporation employees and contractors,

(f) providing cleaning, pool cleaning and gardening services to the Owners Corporation,

(g) supervising the strata scheme generally,

(h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The Owners Corporation may provide any consent necessary to, or requested by, the caretaker, including:

(a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,

(b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,

(c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:

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(i) the caretaker, or

(ii) the caretaker's financier, or

(d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

28.4 The Owners Corporation may:

(a) grant any consent given under by-law 28.4 with such conditions as are reasonably requested by the caretaker,

(b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.4,

(c) agree to vary the caretaker agreement with the written consent of the caretaker,

(d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,

(e) acknowledge that any caretaker or its financier is relying upon the Owners Corporation's consent,

(f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:

(i) the caretaker's area is the area specified in a plan:

(A) attached to these by-laws,

(B) attached to the caretaker agreement, or

(C) executed on behalf of either the Owners Corporation or executive committee and the caretaker,

(ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,

(iii) the Owners Corporation will pay operating costs in relation to the caretaker area, and

(iv) this by-law 28.5(f) may only be varied or repealed with the prior written consent of the caretaker, and

(g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.5 The Owners Corporation may not, without the prior written consent of any current caretaker:

(a) enter into more than 1 caretaker agreement, or

(b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not:

(a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or

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(b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.

29. LETTING BUSINESSES

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the Owners Corporation), conduct or participate in the conduct of:

(a) the business of a letting agent, or

(b) the business of a pooled rent agency, or

(c) the business of onsite Caretaker, or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or

(iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

29.2 The Owners Corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

30. STOREROOM

30.1 The Developer or any related entity ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") (if applicable) for a period of 3 years from the date of registration of the strata plan:

(a) a right of exclusive use and enjoyment of the Storeroom, and

(b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.

31. ACCESS KEY

31.1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot and "access key". The Owners Corporation may charge an owner of a lot a ($50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

(a) take all reasonable steps not to lose access keys,

(b) return all access keys to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building,

(c) notify the strata manager immediately if an access key is lost.

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31.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the Owners Corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

(a) copy an access key

(b) give access keys

31.5 Access keys belong to the Owners Corporation.

32. BALCONIES

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

(a) it will not cause damage, or is not likely to cause damage, or

(b) it is not dangerous, a nuisance or a hazard.

32.2 The Owners Corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

(a) properly maintain the soil and plants in the planter boxes, and

(b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. ENCLOSED BALCONIES

33.1 The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

34. BUILDING SAFETY

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

34.2 The Owners Corporation must notify the building manager and Meriton Property Services Pty Ltd ("Meriton") of any excavation of and/or construction on neighbouring land ("Adjoining Property Works") which may affect the support of the common property within 7 days of receiving development application, notice and/or letter in relation to the Adjoining Property Works. The Owners Corporation must assist building manager and Meriton to obtain and interrogate any dilapidation reports, plans and designs. The Owners Corporation must take all reasonable steps as required by Meriton to protect the common property and building from the Adjoining Property Works.

35. COMMERCIAL WASTE

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

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36. GOVERNMENT CHARGES

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

37. INTERPRETATION

37.1 In these by-laws:

(a) a singular word includes the plural and vice versa,

(b) a word which suggests one gender includes the other genders, and

(c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

38. LITIGATION

38.1 Any decision for the Owners Corporation to:

(a) commence;

(b) cross claim or counter claim in; or

(c) appeal

proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by a Special Resolution of the owners. This by-law does not apply in respect of any proceedings or action by the Owners Corporation to recover arrears of strata levies from an owner.

39. MAINTENANCE CONTRACTS

39.1 The Owners Corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the Owners Corporation must maintain at all times current service contracts in respect of:

(a) mechanical ventilation;

(b) air conditioning;

(c) hydraulics;

(d) lifts;

(e) fire safety services;

(f) wastewater and/or storm water quality treatment facilities; and

(g) essential services,

in the building and/or land.

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39.3 The Owners Corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Constructions Services (NSW) Pty Ltd ("Builder") or Karimbla Properties (No. 9) Pty Ltd ("the Developer"):

(a) provide copies of the service contracts;

(b) provide evidence of the payments made by the Owners Corporation to the specialist consultants or contractors under the service contracts; and

(c) provide evidence of compliance by the Owners Corporation of by law 39.3;

39.5 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must:

(a) keep the Builder promptly informed of any defects in the building; and

(b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the Owners Corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.

40. OVERCROWDING

40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

$M = 2 \times B$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by law.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

41. SECURITY

41.1 The Owners Corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

42. ANNUAL CERTIFICATION

42.1 At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;

2. lift maintenance and annual certification;

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3. air-conditioning maintenance and annual certification; and

4. storm water quality treatment facilities certification.

43. ADAPTABLE LOT

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the owner corporation must, at its cost, install electro-magnetic devices to the nearest garbage chute room door to comply with AS1428.

44. FIRE SPRINKLERS AND RESTRICTION ON STOREROOM

44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.

44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

45. STORMWATER TREATMENT FACILITY

45.1 The Owners Corporation is required to maintain the storm water treatment facility to ensure that the pollutant loads comply with City of Sydney's Development Control Plan.

46. CAR SHARE SPACES

46.1 The Owners Corporation must:

(a) provide a minimum of three (3) car spaces for the exclusive use of a car share scheme vehicles as approved by the Sydney City Council ("Car Share Spaces");

(b) ensure that the Car Share Spaces are retained as common property and are not sold or leased to an individual owner/occupier at any time;

(c) ensure that the Car Share Spaces must be made available to car spare operators for no fee or charge;

(d) ensure that the Car Share Spaces must be sign posted for use by car share vehicles and well lit;

(e) ensure that the Car Share Spares must be publically accessible at all times; and

(f) ensure that the Car Share Spaces are to be available at the same time the car park commences operation.

47. PROHIBITED MATERIALS IN TOILETS

47.1 The owner or occupier of a lot must not flush any items other than human waste and toilet paper down the toilet, including without limit nappies, sanitary items, wet wipes including body cleaning wipes, cleaning wipes, nappy wipes, make up wipes and 'flushable wipes'.

47.2 The Owners Corporation shall have the power, in addition to those upon it by the Strata Schemes Management Act 1996 (as amended) to recover the costs associated with or arising from the repair and damages caused or contributed to by the owner or occupier of a lot's contravention of this by-law including the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

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48. COMMERCIAL/RETAIL SERVICES AND FACILITIES

48.1 Where services or facilities are provided to only one or some of the commercial/retail lot owner(s) in the strata scheme including but not limited to grease trap and kitchen exhaust systems, that lot owner is responsible for cleaning and maintaining those services or facilities in good condition and any associated cost for the abovementioned cleaning and maintenance shall be divided in the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

48.2 If the commercial/retail lot owner(s) fails to comply with clause 47.1 and the Owners Corporations incurs any costs in cleaning and maintaining those services or facilities, then the commercial/retail lot owner's share under this by-law for the particular service or facility is the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

49. NO PARTICIPATION IN ON-STREET RESIDENT PARKING SCHEMES

49.1 The owner or occupier of a lot are not eligible and must not participate in any existing or proposed Council on-street resident parking schemes.

50. MINOR RENOVATIONS BY OWNERS – DELEGATION OF FUNCTIONS

a) Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

b) Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

The seal of The Owners-Strata Plan No 100271 was affixed on 3/9/2020 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(s): .....

Name(s) [use block letters]: SAVVAS PIPERITIS

Authority: STRATA MANAGER - SP 100271

THE OWNERS - STRATA PLAN No. 100271 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 100271 was affixed on ^ 3/9/2020 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: SAVVAS PIPERITIS Authority: STRATA ~~MANAGER~~ - SP 100271

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 100271 Common Seal

^ Insert appropriate date
* Strike through if inapplicable.

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Lodger Details

Lodger Code	509250M
Name	THOMAS MARTIN LAWYERS
Address	L 2, 29 KIORA RD MIRANDA 2228
Lodger Box	1W
Email	INFO@THOMASMARTINLAW.COM.AU
Reference	TM26448

Land Registry Document Identification

AW273486

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/SP100271	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100271

Other legal entity

Meeting Date

05/05/2026

Amended by-law No.	
Details	N/A
Added by-law No.	
Details	Special By-Laws 10 & 11
Repealed by-law No.	
Details	N/A

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 law and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP100271
Signer Name	MALCOLM HINDI
Signer Organisation	THOMAS MARTIN LAW PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	05/07/2026

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STRATA SCHEME 100271

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THE OWNERS - STRATA PLAN No. 100271 Common Seal

PETER DOMAZETOVSKI
STRATA MANAGER
25/05/2026

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1. NOISE

1.1 An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. VEHICLES

2.1 An owner or occupier of a lot must:

(a) not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the Owners Corporation;

(b) carry out all loading and unloading operations associated with servicing the building within the confines of the common property at all times and must not obstruct other properties or units or the common property; and

(c) ensure that at all times, the service vehicle docks, car parking spaces and access driveways must be kept clear of goods and must not be used for storage purposes including garbage storage.

2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1

2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

(a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked on common property or in visitor carparking space contrary to by-law 2.1;

(i) the power to remove the vehicle from the common property or visitor carparking space; and/or

(ii) the power to clamp the wheel(s) of the vehicle.

(b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

2.5 For the purposes of section 651B(1) of Local Government Act 1993, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.4 in relation to any vehicle owned by them.

3. OBSTRUCTION OF COMMON PROPERTY

3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

3.2 An owner or occupier of a lot must not place any signs or goods on the common property, footway or roadway adjacent to the development.

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4.1 An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

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(b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.2 An approval given by the Owners Corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 The owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.2 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

6.1 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. CHILDREN PLAYING ON COMMON POPERTY IN BUILDING

7.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

8.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. DRYING OF LAUNDRY ITEMS

10.1 An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

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11. CLEANING WINDOWS AND DOORS

11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14. FLOOR COVERINGS

14.1 An owner of a lot must 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.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

15. GARBAGE REMOVAL

15.1 An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage,

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected,

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),

(e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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16. KEEPING OF ANIMALS

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

18. NOTICE BOARD

18.1 The Owners Corporation must cause a notice board to be affixed to some part of the common property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

19.1 An occupier of a lot must notify the Owners Corporation if the 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. PROVISION OF AMENITIES OR SERVICES

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

21. USE OF LIFTS

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

22. MAINTENANCE OF BUILDING AND COMMON PROPERTY

22.1 The Owners Corporation in addition to the powers and authorities conferred on it by or under the Strata Schemes Development Act 2015 and the Strata Schemes Management Act 2015 as amended and these by-laws, shall have the power and duty to:

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(a) replace the enclosure of the lifts every 8 years,

(b) paint the outside of the building on at least one occasion in every period of 7 years,

(c) replace the carpet in the common property of the building every 7 years,

(d) repaint the inside of the building every 5 years,

(e) replace all fittings in the common property of the building every 5 years,

(f) repaint and refurbish the pool and pool areas every 4 years,

(g) replace the carpet in the lifts every 3 years and,

(h) reseal the concrete driveways every 3 years, and

(i) overhaul and repair all gymnasium equipment every 2 years,

(j) clean all windows and window frames every 6 months.

22.2 Before performing or appointing any person to perform any inspection of the common property, the Owners Corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

23. POOL

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.

23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.

23.5 The Owners Corporation may make rules regarding the pool.

23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

(a) smoking, eating or drinking,

(b) consuming alcohol,

(c) using bottles or glass,

(d) running, jumping or diving,

(e) using balls, boogie boards or large inflated objects,

(f) using soap, bubble bath or shampoo,

(g) be inadequately clothed, and

(h) nude bathing

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23.7 The Owners Corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the Owners Corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

(a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and

(b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owners corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the Owners Corporation by the original owner.

24. AIR CONDITIONING

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of accessing, erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may also:

(a) pass and/or or attach pipes, wires or other items through and/or onto common property ceiling, walls and floors; and

(b) have reasonable access (including access through another proprietor’s carpark lot(s) or store(s)) for the purpose of carrying out works to maintain and repair those pipes, wires or other items after giving reasonable prior notice to the Owners Corporation;

in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot

24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by law 24.3, the relevant proprietor shall be responsible for:

(a) proper maintenance and keeping it in a state of good and serviceable repair,

(b) installation and removal,

(c) replacement at reasonable intervals or as necessary,

(d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and

(e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

25. FACILITIES

25.1 Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

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26. COMMERCIAL SIGNS

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.

26.2 All commercial signage in the development must be of identical size and dimensions.

26.3 The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

27. CONSENT TO USE

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the Owners Corporation provided that all relevant statutory approvals have been obtained.

27.2 The Owners Corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

28. CARETAKER

28.1 The Owners Corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:

(a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,

(b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation,

(c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,

(d) providing a letting, property management and sales service,

(e) supervising Owners Corporation employees and contractors,

(f) providing cleaning, pool cleaning and gardening services to the Owners Corporation,

(g) supervising the strata scheme generally,

(h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The Owners Corporation may provide any consent necessary to, or requested by, the caretaker, including:

(a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,

(b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,

(c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:

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(i) the caretaker, or

(ii) the caretaker's financier, or

(d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

28.4 The Owners Corporation may:

(a) grant any consent given under by-law 28.4 with such conditions as are reasonably requested by the caretaker,

(b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.4,

(c) agree to vary the caretaker agreement with the written consent of the caretaker,

(d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,

(e) acknowledge that any caretaker or its financier is relying upon the Owners Corporation's consent,

(f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:

(i) the caretaker's area is the area specified in a plan:

(A) attached to these by-laws,

(B) attached to the caretaker agreement, or

(C) executed on behalf of either the Owners Corporation or executive committee and the caretaker,

(ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,

(iii) the Owners Corporation will pay operating costs in relation to the caretaker area, and

(iv) this by-law 28.5(f) may only be varied or repealed with the prior written consent of the caretaker, and

(g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.5 The Owners Corporation may not, without the prior written consent of any current caretaker:

(a) enter into more than 1 caretaker agreement, or

(b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not:

(a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or

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(b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.

29. LETTING BUSINESSES

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the Owners Corporation), conduct or participate in the conduct of:

(a) the business of a letting agent, or

(b) the business of a pooled rent agency, or

(c) the business of onsite Caretaker, or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or

(iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

29.2 The Owners Corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

30. STOREROOM

30.1 The Developer or any related entity ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") (if applicable) for a period of 3 years from the date of registration of the strata plan:

(a) a right of exclusive use and enjoyment of the Storeroom, and

(b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.

31. ACCESS KEY

31.1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot and "access key". The Owners Corporation may charge an owner of a lot a ($50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

(a) take all reasonable steps not to lose access keys,

(b) return all access keys to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building,

(c) notify the strata manager immediately if an access key is lost.

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31.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the Owners Corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

(a) copy an access key

(b) give access keys

31.5 Access keys belong to the Owners Corporation.

32. BALCONIES

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

(a) it will not cause damage, or is not likely to cause damage, or

(b) it is not dangerous, a nuisance or a hazard.

32.2 The Owners Corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

(a) properly maintain the soil and plants in the planter boxes, and

(b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. ENCLOSED BALCONIES

33.1 The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

34. BUILDING SAFETY

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

34.2 The Owners Corporation must notify the building manager and Meriton Property Services Pty Ltd ("Meriton") of any excavation of and/or construction on neighbouring land ("Adjoining Property Works") which may affect the support of the common property within 7 days of receiving development application, notice and/or letter in relation to the Adjoining Property Works. The Owners Corporation must assist building manager and Meriton to obtain and interrogate any dilapidation reports, plans and designs. The Owners Corporation must take all reasonable steps as required by Meriton to protect the common property and building from the Adjoining Property Works.

35. COMMERCIAL WASTE

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

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36. GOVERNMENT CHARGES

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

37. INTERPRETATION

37.1 In these by-laws:

(a) a singular word includes the plural and vice versa,

(b) a word which suggests one gender includes the other genders, and

(c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

38. LITIGATION

38.1 Any decision for the Owners Corporation to:

(a) commence;

(b) cross claim or counter claim in; or

(c) appeal

proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by a Special Resolution of the owners. This by-law does not apply in respect of any proceedings or action by the Owners Corporation to recover arrears of strata levies from an owner.

39. MAINTENANCE CONTRACTS

39.1 The Owners Corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the Owners Corporation must maintain at all times current service contracts in respect of:

(a) mechanical ventilation;

(b) air conditioning;

(c) hydraulics;

(d) lifts;

(e) fire safety services;

(f) wastewater and/or storm water quality treatment facilities; and

(g) essential services,

in the building and/or land.

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39.3 The Owners Corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Constructions Services (NSW) Pty Ltd ("Builder") or Karimbla Properties (No. 9) Pty Ltd ("the Developer"):

(a) provide copies of the service contracts;

(b) provide evidence of the payments made by the Owners Corporation to the specialist consultants or contractors under the service contracts; and

(c) provide evidence of compliance by the Owners Corporation of by law 39.3;

39.5 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must:

(a) keep the Builder promptly informed of any defects in the building; and

(b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the Owners Corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.

40. OVERCROWDING

40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

M = 2 x B

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by law.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

41. SECURITY

41.1 The Owners Corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

42. ANNUAL CERTIFICATION

42.1 At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;

2. lift maintenance and annual certification;

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3. air-conditioning maintenance and annual certification; and

4. storm water quality treatment facilities certification.

43. ADAPTABLE LOT

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the owner corporation must, at its cost, install electro-magnetic devices to the nearest garbage chute room door to comply with AS1428.

44. FIRE SPRINKLERS AND RESTRICTION ON STOREROOM

44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.

44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

45. STORMWATER TREATMENT FACILITY

45.1 The Owners Corporation is required to maintain the storm water treatment facility to ensure that the pollutant loads comply with City of Sydney's Development Control Plan.

46. CAR SHARE SPACES

46.1 The Owners Corporation must:

(a) provide a minimum of three (3) car spaces for the exclusive use of a car share scheme vehicles as approved by the Sydney City Council ("Car Share Spaces");

(b) ensure that the Car Share Spaces are retained as common property and are not sold or leased to an individual owner/occupier at any time;

(c) ensure that the Car Share Spaces must be made available to car spare operators for no fee or charge;

(d) ensure that the Car Share Spaces must be sign posted for use by car share vehicles and well lit;

(e) ensure that the Car Share Spares must be publically accessible at all times; and

(f) ensure that the Car Share Spaces are to be available at the same time the car park commences operation.

47. PROHIBITED MATERIALS IN TOILETS

47.1 The owner or occupier of a lot must not flush any items other than human waste and toilet paper down the toilet, including without limit nappies, sanitary items, wet wipes including body cleaning wipes, cleaning wipes, nappy wipes, make up wipes and 'flushable wipes'.

47.2 The Owners Corporation shall have the power, in addition to those upon it by the Strata Schemes Management Act 1996 (as amended) to recover the costs associated with or arising from the repair and damages caused or contributed to by the owner or occupier of a lot's contravention of this by-law including the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

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48. COMMERCIAL/RETAIL SERVICES AND FACILITIES

48.1 Where services or facilities are provided to only one or some of the commercial/retail lot owner(s) in the strata scheme including but not limited to grease trap and kitchen exhaust systems, that lot owner is responsible for cleaning and maintaining those services or facilities in good condition and any associated cost for the abovementioned cleaning and maintenance shall be divided in the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

48.2 If the commercial/retail lot owner(s) fails to comply with clause 47.1 and the Owners Corporations incurs any costs in cleaning and maintaining those services or facilities, then the commercial/retail lot owner's share under this by-law for the particular service or facility is the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

49. NO PARTICIPATION IN ON-STREET RESIDENT PARKING SCHEMES

49.1 The owner or occupier of a lot are not eligible and must not participate in any existing or proposed Council on-street resident parking schemes.

50. MINOR RENOVATIONS BY OWNERS – DELEGATION OF FUNCTIONS

a) Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

b) Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

51. AUTHORISATION OF BUILDING WORKS IN LOT 4

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 4 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Installation of a Tesla charging station on the parking space of the Lot including:

(a) installation of a Tesla single phase charging station on the parking space of the Lot with the charger to be connected to the switchboard of the Lot;
(b) installation of a new sub-board in the riser next to the meter cabinet;
(c) installation of a bollard fixed heavy duty square surface mount yellow measuring approximately 1200mm x 150mm to the floor of the parking space of the Lot (which will include drilling into the concrete slab), with the charger to be mounted on the bollard;
(d) installation of cable(s) between the ceiling and the bollard using unistrut;
(e) installation of all associated electrical equipment as per AS/NZS 3000:2018;
(f) installation of an isolator and connection of cabling from the Lot switchboard to isolator at the car park;
(g) installation and connection of cabling fed from isolation switch to charging station;
(h) all related electrical works, including all required chasing works.

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2. Definitions

For the purposes of this by-law:

"**Council**" means City of Sydney Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including the installation of cabling, wiring and conduit.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

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(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

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6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

52. SHORT-TERM ACCOMMODATION RESTRICTIONS

A. General Obligations

(1) An Owner of a lot must only use, or permit a Residential Lot to be used, for Residential Accommodation.

(2) Notwithstanding **clause (1)** above, an Owner, whose lot is their principle place of residence, may use their lot for a Short-Term Accommodation Arrangement to accommodate paying guests and visitors from time to time.

B. Short-Term Accommodation Restrictions

Where an Owner is absent from the lot and that lot is not that Owner's principle place of residence, an Owner, or their Occupier, must–

(i) not use that lot, for any type of Short-Term Accommodation Arrangement;

(ii) not advertise or solicit, or permit or authorise any agent, servant or contractor to advertise or solicit for a Short-Term Accommodation Arrangement of less than three (3) months; and

(iii) not end a residential tenancy agreement less than three (3) months into its term without lawful justification for doing so.

C. Owner's Obligations

(1) An Owner must notify the Owners Corporation at least 21 days before any change in use of lot for any type of Short-Term Accommodation Arrangement.

(2) An Owner or Occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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(3) If a lot is subject to Short-Term Accommodation Arrangement, then the Owner must take all reasonable action to restrain any breach of the by-laws, or any other laws, by their paying guests and visitors, and shall be subject to any relevant Act or Regulations, including any Code of Conduct, imposed by any governing authorities.

(4) If an Owner of a lot, allows any paying guests and visitors to stay on their lot under a Short-Term Accommodation Arrangement, the Owner must take all reasonable actions to make those paying guests and visitors aware of, and must ensure compliance with, the by-laws applicable to the strata scheme, to ensure those paying guests and visitors do not cause a nuisance to any other Owners or Occupiers, or affect the use and enjoyment of their lot and common property, including that their paying guests and visitors:

(a) do not make too much noise on the Lot and common property;

(b) do not block any residential parking, common property or use visitors parking;

(c) do not damage the common property; and

(d) take steps to ensure rubbish is disposed of correctly.

(5) If an Owner receives more than two (2) notices in two years from the owners corporation for breach of the by-laws under s146 of the *Strata Schemes Management Act 2015*, by their paying guests and visitors, then the owners corporation may take action against the Owner to have any rights to accommodate paying guests and visitors under a Short-Term Accommodation Arrangement suspended or revoke in accordance with the *Strata Schemes Management Act 2015* or any corresponding regulations.

D. Action for failure to comply with laws

(1) If an Owner, or their Occupier, fails to comply with the terms of this by-law and as a consequence, any local authority issues an Order or commences proceedings under the *Environmental Planning and Assessment Act 1979 (NSW)* in relation to that lot then the Owner or Occupier must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.

(2) Further, if an Owner or Occupier of a lot fails to comply with this by-law or any other laws, then the Owners Corporation, at its sole discretion, may do all things necessary to enforce the terms of this by-law, or any relevant law, including but not limited to:

(a) commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction; and/or

(b) assisting the local authority in any legal proceedings.

(3) The Owner or Occupier must indemnify the Owners Corporation with respect to any expenses reasonably incurred by the Owners Corporation in relation to any proceedings referred to in **Clause (1)** and **(2)** above.

E. Definitions and Interpretations

In this by-law,

(a) "**Owner**" means any owner or owners of a lot from time to time on the strata plan.

(b) "**Occupier**" means a tenant, lessee, licensee, sub-lessee, or sub-licensee of a lot from time to time on the strata plan.

(c) "**Residential Lot**" means a lot in the strata plan 100271 that has development approval from the local authority and approval from the Owners Corporation to be used for Residential Accommodation.

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(d) "**Residential Accommodation**" means permanent residential occupation of a lot as approved by the local authority.

(e) "**Short-Term 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, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the regulations not to be a short-term rental accommodation arrangement.

53. LOT 230 AWNING WORKS

Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Special Privileges in respect of part of the common property as a consequence of erection or attachment of Awning Works to the common property within the Owner's Lot and assigns responsibility for the repair and maintenance of the Awning Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

(2) "**Lot**" is Lot 230 on the strata scheme.

(3) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.100271 (in subdivision 100787).

(4) "**Special Privileges**" means the privilege to alter and add to the common property by undertaking Awning Works that affect the common property and the external appearance of the Lot.

(5) **"Awning Works**" means the alterations and additions, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to install a powder coated fixed aluminum awning in colour Monument with bronze Perspex roof above the balcony area. Structure to be created out of 250 x 50 3mm thick box frame as shown in the ***Sketch*** prepared by *Balustrade Installation Pty Ltd*., attached to this By-law as "**Annexure A**". Awning Works to match other such awnings in neighbouring buildings to remain consistent in appearance and have minimal impact.

(6) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(7) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

(8) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

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CONDITIONS

Before undertaking the Awning Works

Planning, Approvals and Certificates

(9) The Owner must, if required by law, obtain written approval for the Awning Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Awning Works.

Specification of Works

(10) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Awning Works prior to commencing the Awning Works, including but not limited to:

(a) further specifications of the Awning Works;

(b) the signed Owner's consent form for this By-law in respect of the Awning Works;

(c) details of the contractor installing the Awning Works; and

(d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Awning Works which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim.

Carrying out the Awning Works

Hours of Works

(11) The Owner must perform the Awning Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

(12) The Owner when performing the Awning Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(13) The Owner when performing the Awning Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Awning Works are undertaken.

General Conditions

(14) When performing the Awning Works, the Owner must:

(a) ensure that the Awning Works are performed in accordance with the specifications approved by the Owners Corporation and the local authority (if relevant).

(b) ensure that duly licensed and insured contractors complete the Awning Works in a proper and workmanlike manner.

(c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

(d) ensure the Awning Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

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(e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Awning Works.

(f) repair promptly any damage caused or contributed to by Awning Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Awning Works

(15) Immediately upon completion of the Awning Works, the Owner must restore all other parts of the common property affected by the Awning Works as nearly as possible to the state they were in immediately before the Awning Works.

(16) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Awning Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

Owner's Enduring Obligations

Maintenance and Repair

(17) The Owner must, at the Owner's expense:

(a) properly maintain the Awning Works installed on their Lot and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Awning Works; and

(b) properly maintain the common property that will be altered or added to by the Awning Works and occupied by the Awning Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(18) If the Owner removes the Awning Works or any part of the Awning Works installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

(19) The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use and installation of the Awning Works;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the use and installation of the Awning Works; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use and installation of the Awning Works.

(20) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Awning Works performed under this Common Property Rights By-law.

Repair of Damage

(21) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Awning Works no matter when such damage may become evident.

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(22) Any loss and damage suffered by the Owners Corporation as a result of performing and using the Awning Works, including failure to maintain, renew, replace or repair the Awning Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(23) The Owners Corporation reserves the right to replace or rectify the Awning Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

(24) The Owner must pay all the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

54. SPECIAL BY-LAW 1 - SMOKE DRIFT

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other

55. SPECIAL BY-LAW 2 – RECOVER OF BY-LAW BREACH COSTS (ENFORCEMENT COSTS)

1. For the purpose of this by-law:

a. **"Act"** means the *Strata Schemes Management 2015* (NSW) as amended or replaced from time to time;

b. **"By-Laws"** means the Owners Corporation's registered by-laws, as amended, repealed or replaced from time to time;

c. **"Breach Costs"** means any costs reasonably incurred by the Owners Corporation because of an Owner or Occupier's breach of the By-Laws, and includes (but is not limited to):

1.3.1 Enforcement Costs;

1.3.2 The cost of rectifying damage to property, whether common property, lot property or personal property vested in the Owners Corporation;

1.3.3 False fire call out fees;

1.3.4 Fines or fees issued to the Owners Corporation and payable by it.

d. **"Costs Notice"** means a written notice issued by the Owners Corporation to an Owner or Occupier itemising the Breach Costs and requesting payment of those Breach Costs, including setting out payment methods and a due date for payment;

e. **"Enforcement Costs"** means the costs reasonably incurred by the Owners Corporation in carrying out any task connected with the enforcement of the By-Laws against an Owner or Occupier, including the cost to the Owners Corporation of engaging professional or trade services (including but not limited to a strata managing agent, building manager, contractor, and/or security service costs);

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f. **"Lot"** means a lot or any part of a lot in the Strata Plan;

g. **"Occupier"** means the legal occupier of a Lot from time to time;

h. **"Owner"** means the registered proprietor of a Lot from time to time;

i. **"Owners Corporation"** means the owners corporation known as The Owners - Strata Plan No. 18705;

j. **"Strata Plan"** means registered strata plan no. 18705.

2. Owners and Occupiers are bound by the By-Laws and must comply with the By-Laws. The By-Laws may change from time to time. Owners and Occupiers should ensure they are aware of the terms of the By-Laws.

3. If an Owner or Occupier breaches any of the By-Laws, the Owners Corporation may take steps to enforce the By-Laws against the Owner / Occupier in breach. These steps may include but not be limited to:

3.1 Communicating with the Owner and/or Occupier by phone

3.2 Issuing a letter to the Owner and/or Occupier

3.3 Proposing and attending a meeting with the Owner and/or Occupier

3.4 Issuing a formal notice to comply in accordance with the Act

3.5 Making an application for and attending mediation

3.6 Applying to the NSW Civil and Administrative Tribunal for relevant orders.

4 If an Owner or Occupier breaches a By-Law and the Owners Corporation incurs Breach Costs, the Owner of the Lot in breach of the By-Law is responsible for paying those Breach Costs. The Owner of the Lot may recover the Breach Costs from the Occupant.

5 If an Owner fails to pay the Breach Costs within 14 days of the date of a Costs Notice, the Owners Corporation may take steps to recover the Breach Costs as a debt, including applying to a court of competent jurisdiction for appropriate orders.

6 Despite anything contained in this by-law, if any clause or part of a clause in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that clause) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant clause shall remain in full force and effect.

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56. SPECIAL BY-LAW 3 – RENOVATION WORKS

1. For the purposes of this by-law:

1.1. **"Act"** means the *Strata Schemes Management Act 2015* as amended from time to time;

1.2. **"Application"** means a written application by an Owner to the Strata Committee relating to their proposed Works including the following details:

a) the type of Works to be completed, including the brand and quality of the Works;

b) the supplier, manufacturer, installer, make, model and specifications of the Works;

c) a detailed plan of the proposed location of the Works;

d) evidence that the Works will not interfere with the quiet and peaceful enjoyment of other Owners;

e) evidence that the Works will not interfere with the structural integrity of the Building;

f) details of the contractors and/or tradesperson engaged to carry out the Works, including evidence that the contractors and/or tradespersons are properly licensed and qualified; confirmation that the contractors and/or tradespersons have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation;

g) approvals from the relevant statutory/regulatory Authority, including, if necessary, council approval; and

h) any other document reasonably required by the Strata Committee.

1.3. "**Approval"** means written approval from the Owners Corporation (via the Strata Committee) to the Owner in response to their Application, with or without conditions.

1.4. **"Authority"** means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

1.5. **"Building"** means the building and improvements on the land located at 312-314 Victoria Place Drummoyne;

1.6. **"Committee"** means the strata committee elected by the Owners Corporation from time to time;

1.7. **"Common Property"** means the common property in the Strata Plan;

1.8. **"Costs"** means all professional and trade costs/fees/disbursements incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works;

1.9. **"Direction**" means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

1.10. "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

b) any sum payable by way of increased insurance premiums; and

c) any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

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1.11. **"Lot"** means a lot in the Strata Plan;

1.12. **"Owner"** means the owner(s) of a Lot from time to time;

1.13. **"Owners Corporation"** means the owners corporation known as The Owners – Strata Plan No. 18705;

1.14. "**Remedial Works"** means repair, maintenance, replacement, removal and/or relocation of items installed as part of the Works or relating to the Works, and/or the Common Property affected by the Works;

1.15. **"Strata Manager"** means the strata managing agent engaged by the Owners Corporation from time to time;

1.16. **"Strata Plan"** means registered strata plan number 18705;

1.17. "**Works**":

1.17.1. means building works carried out by Owners at their Lots, so far as those works affect the adjacent common property, including but not limited to the following:-

a) renovations to kitchens, laundries and/or bathrooms (but subject to clause 1.17.2 below);

b) installation of:-

(i) security screen doors;

(ii) skylights;

(iii) gas heating;

(iv) exhaust fans;

(v) awnings;

(vi) double glazed windows;

(vii) air-conditioning units;

(viii) hard flooring;

c) alterations to the layout of the plumbing and electrical system in the Lot;

1.17.2. excludes the following works:

1.17.2.1. additions to or alterations of the structure of a Lot or the structure of the Common Property, such as the removal, replacement or construction of walls. Such works require a separate by-law;

1.17.2.2. works affecting waterproofing, including complete bathroom renovations. Such works require a separate by-law;

1.17.2.3. works which change the external appearance of the Lot or the Building. Such works require a separate by-law;

1.17.2.4. cosmetic works such as the following:

a) installing or replacing hooks, nails, or screws for hanging paintings and other things on walls;

b) painting;

c) filling minor holes and cracks in internal walls;

d) laying carpet;

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e) wall-papering;

f) installing or replacing built-in wardrobes;

g) installing new cabinets without penetrating Common Property wall or floor.

Owners may carry out cosmetic works without approval, but must ensure that any damage caused to the common property is repaired and that the cosmetic works and any repairs are carried out in a competent and proper manner.

2. Prior to carrying out the Works, the Owner must make an Application to the Owners Corporation, via the Strata Committee.

3. The Strata Committee will consider the Application either within 14 days, or at the next Strata Committee meeting following the receipt of the Application, and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.

4. The Approval will not be unreasonably withheld and may be subject to the adoption of an additional by-law authorising the Works as required by the Act, which by-law must contain substantially similar terms to that set out in this by-law.

5. The Approval may be subject to the Owner agreeing to pay a licence fee to the Owners Corporation, or agreeing to an alteration of the unit entitlement allocated to their lot, to reflect the Owner's use of an increased area of the common property. In these circumstances, a separate by-law will usually be required.

6. The Owners Corporation may engage an expert (including but not limited to a qualified engineer or building consultant) to provide advice to assist in its determination of the Application.

7. In relation to clause 6 above, if the Owners Corporation engages an expert, all associated costs, fees and disbursements will be paid by the Owner.

8. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

9. The Works and Remedial Works must be carried out and completed:

   a) in a proper workmanlike manner and by licensed and/or accredited contractors;

   b) with due skill and care using proper materials;

   c) in compliance with all reasonable requirements of the Owners Corporation;

   d) (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;

   e) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;

   f) in keeping with the appearance of the Building in its style, colour, materials and overall design;

   g) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;

   h) between the hours of 8:00am and 6:00pm Monday to Friday (inclusive), 9:00am and 12noon on Saturdays, and exclusive of Sundays and public holidays;

   i) in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;

   j) ensuring that the security of the Building is maintained throughout the performance of the Works and Remedial Works;

   k) promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;

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l) keeping all areas of the Building as clean and tidy as possible; and

m) promptly repairing any damage to any part of the Building caused by the Works and/or Remedial Works;

n) ensuring that the Owners Corporation is provided with all certificates issued for the Works, including certificates issued by an Authority and certificates of inspecting experts such as engineers and certifiers.

10. The Owner is responsible for and will bear all Costs.

11. If required by the Owners Corporation, the Owner must permit the Owners Corporation's expert or contractor to access their Lot for the purpose of inspecting the Works upon completion and submitting a report to the Owners Corporation (via the Strata Committee) confirming that the Works have been completed in compliance with the requirements of this by-law and any additional conditions of the Approval.

12. Where the Owners Corporation has incurred Costs on behalf of an Owner (including the costs incurred in clause 10), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

13. In the event Lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.

14. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

15. If the Owner fails to comply with clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

a) enter upon any part of the Lot to carry out the work;

b) carry out all work necessary to perform that obligation; and

c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

14. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

15. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.

16. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

57. SPECIAL BY-LAW 4 – AUTHORISATION OF BY-LAW WORKS IN LOT 42

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 42 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

<u>Installation of a Tesla charging station on the parking space of the Lot including:</u>

(a) installation of a Tesla single phase charging station on the parking space of the Lot with the charger to be connected to the switchboard of the Lot;

(b) installation of a new sub-board in the riser next to the meter cabinet;

(c) installation of a bollard fixed heavy duty square surface mount yellow measuring approximately 1200mm x 150mm to the floor of the parking space of the Lot (which will

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include drilling into the concrete slab), with the charger to be mounted on the bollard;

(d) installation of cable(s) between the ceiling and the bollard using unistrut;

(e) installation of all associated electrical equipment as per AS/NZS 3000:2018;

(f) installation of an isolator and connection of cabling from the Lot switchboard to isolator at the car park;

(g) installation and connection of cabling fed from isolation switch to charging station;

(h) all related electrical works, including all required chasing works.

2. Definitions

For the purposes of this by-law:

"**Council**" means City of Sydney Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including the installation of cabling, wiring and conduit.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

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(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures

and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

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6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

58. SPECIAL BY-LAW 5 – ELECTRIC VEHICLE CHARGER WORKS LOT 42

(a) Permitted Work

The Authorised Owner may install and keep an Electric Vehicle Charger Permitted Works including:

(i) installation of an Electric Vehicle Charger to the common property wall and/or floor adjacent to the car parking space forming part of the Authorised Lot;
(ii) installation of a dedicated electricity circuit servicing the Electric Vehicle Charger;
(iii) alterations or additions to the existing electricity supply infrastructure at the strata scheme to service the Electric Vehicle Charger; and
(iv) installation of associated cables, pipes, wires and ducts.

(b) Electricity Costs and Metering

(i) The Permitted Works must be installed and operated in a manner that results in the electricity usage charges for the subject Electric Vehicle Charger being separately metered, and with such costs, and any associated charges, being billed to an account held in the name of the Authorised Owner.
(ii) The preceding sub-clause (b)(i) does not apply to the extent that an agreement or arrangement is in force from time to time between the owners corporation and the Authorised Owner concerning the supply of electricity for the Electric Vehicle Charger pursuant to section 117 of the Management Act.

(c) Ongoing maintenance and use

The Authorised Owner has exclusive use of the common property which is occupied by the works permitted in sub-clause (a) of this by-law once complete **("Exclusive Use Area")** and;

(i) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
(ii) must renew and replace any fixtures or fittings in the Exclusive Use Area;

(iii) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements of this by-law and any applicable law; and

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(iv) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

(d) Conditions for Permitted Works

The Authorised Owner must ensure that:

(i) The Permitted Works comply with the National Construction Code, the Building Code of Australia, any applicable Australian Standards (including without limitation the Australia/New Zealand Wiring Rules (AS/NZS 3000:2018)), and any other applicable law or Authority conditions or approvals.

(ii) The Permitted Works are carried out with minimum disruption to the strata scheme, including owners and occupiers of lots.

(iii) The Permitted Works do not cause or contribute to any damage to the property of other owners or occupiers of lots or the owners corporation.

(iv) The Permitted Works do not cause or amount to a nuisance or hazard to any other owners or occupiers of lots.

(v) The Permitted Works are undertaken in accordance with the scope of works outlined in sub-clause (a) of this by-law.

(vi) In respect of the Permitted Works, the following insurance is effected and maintained:

(A) contractors all-risk insurance (including public liability insurance of not less than $20,000,000 per event); and

(B) any insurance required by law.

(e) Indemnity

(i) The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the owners corporation in connection with Permitted Works (or their use), the use of the Exclusive -law.

(ii) The indemnity in sub-clause (e)(i) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

(f) Interpretation

Unless the context otherwise requires:

(i) The terms of this by-law are to be read and interpreted in accordance with the Interpretation Act 1987 as if this by-within the meaning of that Act.

(ii) Terms used in this by-law that are defined in the Management Act have the same meaning.

(iii) A reference in this by-law to legislation includes a reference to:

(A) all regulations, rules or statutory instruments made under or for the purposes of that legislation from time to time;

(B) that legislation as it may be amended from time to time; and

(C) any legislation which substantially replaces or re-enacts that legislation.

(g) Definitions

Unless the context otherwise requires, in this by-law:

Authorised Lot means lot [42] in the strata scheme bearing folio identifier SP100271;
Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);
Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental

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Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;
Electric Vehicle Charger means the electric vehicle charging station outlet servicing the Authorised Lot;
Management Act means the Strata Schemes Management Act 2015; and ***National Construction Code*** means the National Construction Code published by the Australian Building Codes Board from time to time.

59. SPECIAL BY-LAW 6 – AUTHORISATION OF BY-LAW WORKS IN LOT 7

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 7 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Installation of a Tesla charging station on the parking space of the Lot including:

(a) installation of a Tesla single phase charging station on the parking space of the Lot with the charger to be connected to the switchboard of the Lot;
(b) installation of a new sub-board in the riser next to the meter cabinet;
(c) installation of a bollard fixed heavy duty square surface mount yellow measuring approximately 1200mm x 150mm to the floor of the parking space of the Lot (which will include drilling into the concrete slab), with the charger to be mounted on the bollard;
(d) installation of cable(s) between the ceiling and the bollard using unistrut;
(e) installation of all associated electrical equipment as per AS/NZS 3000:2018;
(f) installation of an isolator and connection of cabling from the Lot switchboard to isolator at the car park;
(g) installation and connection of cabling fed from isolation switch to charging station;
(h) all related electrical works, including all required chasing works.

2. Definitions

For the purposes of this by-law:

"**Council**" means City of Sydney Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including the installation of cabling, wiring and conduit.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

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(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

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3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures

and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

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60. SPECIAL BY-LAW 7 – ELECTRIC VEHICLE CHARGER WORKS LOT 7

(a) Permitted Work

The Authorised Owner may install and keep an Electric Vehicle Charger Permitted Works including:

(i) installation of an Electric Vehicle Charger to the common property wall and/or floor adjacent to the car parking space forming part of the Authorised Lot;
(ii) installation of a dedicated electricity circuit servicing the Electric Vehicle Charger;
(iii) alterations or additions to the existing electricity supply infrastructure at the strata scheme to service the Electric Vehicle Charger; and
(iv) installation of associated cables, pipes, wires and ducts.

(b) Electricity Costs and Metering

(i) The Permitted Works must be installed and operated in a manner that results in the electricity usage charges for the subject Electric Vehicle Charger being separately metered, and with such costs, and any associated charges, being billed to an account held in the name of the Authorised Owner.
(ii) The preceding sub-clause (b)(i) does not apply to the extent that an agreement or arrangement is in force from time to time between the owners corporation and the Authorised Owner concerning the supply of electricity for the Electric Vehicle Charger pursuant to section 117 of the Management Act.

(c) Ongoing maintenance and use

The Authorised Owner has exclusive use of the common property which is occupied by the works permitted in sub-clause (a) of this by-law once complete **("Exclusive Use Area")** and;

(i) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
(ii) must renew and replace any fixtures or fittings in the Exclusive Use Area;

(iii) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements of this by-law and any applicable law; and
(iv) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

(d) Conditions for Permitted Works

The Authorised Owner must ensure that:

(i) The Permitted Works comply with the National Construction Code, the Building Code of Australia, any applicable Australian Standards (including without limitation the Australia/New Zealand Wiring Rules (AS/NZS 3000:2018)), and any other applicable law or Authority conditions or approvals.

(ii) The Permitted Works are carried out with minimum disruption to the strata scheme, including owners and occupiers of lots.
(iii) The Permitted Works do not cause or contribute to any damage to the property of other owners or occupiers of lots or the owners corporation.
(iv) The Permitted Works do not cause or amount to a nuisance or hazard to any other owners or occupiers of lots.
(v) The Permitted Works are undertaken in accordance with the scope of works outlined in sub-clause (a) of this by-law.
(vi) In respect of the Permitted Works, the following insurance is effected and maintained:

(A) contractors all-risk insurance (including public liability insurance of not less than $20,000,000 per event); and
(B) any insurance required by law.

(e) Indemnity

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(i) The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the owners corporation in connection with Permitted Works (or their use), the use of the Exclusive -law.

(ii) The indemnity in sub-clause (e)(i) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

(f) Interpretation

Unless the context otherwise requires:

(i) The terms of this by-law are to be read and interpreted in accordance with the Interpretation Act 1987 as if this by-within the meaning of that Act.

(ii) Terms used in this by-law that are defined in the Management Act have the same meaning.

(iii) A reference in this by-law to legislation includes a reference to:

(A) all regulations, rules or statutory instruments made under or for the purposes of that legislation from time to time;

(B) that legislation as it may be amended from time to time; and

(C) any legislation which substantially replaces or re-enacts that legislation.

(g) Definitions

Unless the context otherwise requires, in this by-law:

Authorised Lot means lot [42] in the strata scheme bearing folio identifier SP100271;
Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);
Authority means:

(e) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(f) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(g) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(h) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;
Electric Vehicle Charger means the electric vehicle charging station outlet servicing the Authorised Lot;
Management Act means the Strata Schemes Management Act 2015; and ***National Construction Code*** means the National Construction Code published by the Australian Building Codes Board from time to time.

61. SPECIAL BY-LAW 8 – KEEPING OF ANIMALS

1 Introduction

1.1 The purpose of this by-law is to regulate the keeping of animals in the strata scheme, subject to the terms of the by-law and all by-laws applicable to the strata scheme.

2 Application

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2.1 Prior to keeping an animal on the strata scheme, an owner or occupier must apply to the Owners Corporation, except to keep a small caged bird or fish kept in a secure Aquarium on a Lot.

2.2 Any application must be made in writing to the Owners Corporation and must contain:

(a) the lot number;

(b) name of the owner(s) and their residency status (i.e owner or occupier);

(c) a detailed description of the animal proposed to be kept, including details of the breed and size of the animal;

(d) if the animal is a dog or cat, evidence that it is wormed, microchipped, vaccinated and list on the NSW Pet Registry;

(e) a photograph of the animal;

(f) in the case of a tenant, written consent of the owner of the Lot; and

(g) a copy of any registration/licence for the animal, including those prescribed in the *Biodiversity Conservation Act 2016 NSW*.

2.3 The application is to be considered by the Owners Corporation at either a general meeting or at a strata committee meeting within 28 days of the date of the application.

2.4 For the purpose of clause 2.4, the strata committee may consider an application by electronically means, including email. Any decision must be provided to the strata managing within 48 hours of that decision being made.

2.5 In considering the application, the Owners Corporation must give weight to any Unreasonable Interference.

2.6 The Owners Corporation must not unreasonably withhold approval.

2.7 If an application is refused, the Owners Corporation must provide the applicant with reasons for the refusal in writing.

3 Approved Applications

3.1 If the Owners Corporation approves the keeping of an animal by the owner or occupier, that owner or occupier must:

(a) complete the pet agreement (annexed to the by-law as "**A**");

(b) keep the animal in compliance with the Animals Act and any other applicable legislation;

(c) ensure their animal does not cause an Unreasonable Interference;

(d) prohibit the animal from roaming freely on the common property;

(e) ensure that the animal does not cause a nuisance or hazard to or unreasonably disturb or interfere with the use or enjoyment of the owner or occupier of another lot or any person on the common property;

(f) carry the animal, or ensure the animal is leashed (in the case of a dog) or ensure it is suitably restrained, when it is on common property;

(g) comply with any directions of or guidelines as may be published by the Owners Corporation from time to time;

(h) do all things necessary to:

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(i) minimise noise is created by the animal which is likely to interfere with the peaceful use and enjoyment of the building by any other;

(ii) make good and clean all areas of lot or the building that are soiled or damaged by the animal, including appropriately disposing any waste; and

(iii) maintain a high standard of preventative health care such as flea and worm treatment,

(i) be liable for any damage to a lot or the common property arising out of the keeping of the animal and shall indemnify the Owners Corporation against any legal liability, claims, cost or loss arising out of or in connection with the keeping of the animal including but not limited to injury to any person, and damage to lot or common property.

3.2 Any consent granted under this by-law applies only to that particular animal.

3.3 An owner or occupier must take all reasonable steps to ensure their occupier, tenant, guest or invitee comply with the terms of this by-law.

4 Prohibition of Certain Animals

4.1 An owner or occupier is prohibited from keeping an animal on their lot or common property that, in the reasonable opinion of the strata committee, is likely to cause an Unreasonable Interference.

4.2 An owner or occupier is not permitted to keep restricted dogs or dangerous dog, as defined in the Animals Act.

5 Existing Animals

5.1 An owner or occupier who is keeping an animal on their lot prior to the registration of this by-law, must immediately complete the pet agreement under clause 3.1(a).

5.2 An owner or occupier keeping an animal under clause 5, must ensure their animal does not cause an Unreasonable Interference.

6 Assistance Animal

6.1 Subject to section 139(5) of the Management Act and the provisions of the *Disability Discrimination Act 1992* (Cth), an owner or occupier must not keep any animal unless they satisfy the requirements prescribed by this by-law.

6.2 The strata committee may require an owner or occupier to provide evidence to prove that an animal is an Assistance Animal.

6.3 An owner or occupier must not allow their invitee to bring any animal into the building unless the animal is an Assistance Animal.

7 Breach of this by-law

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7.1 Should the owner or occupier fail to comply with any obligation under this by-law, the strata committee may issue a Breach Notice.

7.2 If the strata committee issues an owner or occupier with three (3) Breach Notices within a period six (6) consecutive months, the strata committee may then issue a Pet Eviction Notice.

7.3 An owner or occupier must comply with a Pet Eviction Notice.

7.4 Without prejudice to any other rights, the Owners Corporation may enter upon the lot to inspect and to investigate any breach or possible breach of this by-law upon the provision of 48-hour notice in writing.

8 Indemnity

8.1 The owner and occupier shall, jointly and severally, indemnify the Owners Corporation against any liability, costs, claims loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the owner's or occupier's breach of this by-law.

9 Costs

9.1 The Owners Corporation may recover from the owner and occupier, jointly and severally, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the owner's or occupier's breach of this by-law, including but not limited to:

(a) interest;
(b) cleaning fees;
(c) strata managing agent's fees;
(d) expert fees;
(e) legal costs; and
(f) any other expense of the Owners Corporation reasonably incurred in recovering such debt.

10 Explanatory Provisions

10.1 **Definitions**

In this by-law, unless the context or subject matter otherwise requires or permits:

(a) ***Animals Act*** means the *Companion Animals Act 1998* (NSW);
(b) ***Aquarium*** means means an aquarium not exceeding 200 litres capacity;
(c) ***Assistance Animal*** has the meaning attributed to that expression in the *Disability Discrimination Act 1992* (Cth);
(d) ***Authority*** means any government, judicial, statutory or public authority having any jurisdiction over a lot or common property;
(e) ***Breach Notice*** means a written notice from the strata committee to an owner or occupier providing details of a breach of this by-law and includes a notice under section 146 of the Management Act;

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(f) ***Development Act*** means the *Strata Schemes Development Act 2015*;

(g) ***Management Act*** means the *Strata Schemes Management Act 2015*;

(h) ***Owners Corporation*** means the owners corporation established on registration of the strata plan;

(i) ***Pet Eviction Notice*** means a written notice from the strata committee to an owner or occupier requiring the remove of an animal the subject of a Breach Notice within a specified time, and to keep the animal away from the strata scheme;

(j) ***Regulation*** means the *Strata Scheme Management Regulations 2016*; and

(k) ***Unreasonable Interference*** means the circumstances which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of their lot or common property, as prescribed under clause 36A of the Regulations.

10.2 **Interpretation**

In this by-law, unless the context or subject matter otherwise requires or permits:

(a) headings have been inserted for guidance only and do not affect the operation of the by-law;

(b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;

(c) any singular means the plural and vice versa;

(d) any reference to an owner includes their successor in title;

(e) references to legislation include references to amending and replacing legislation;

(f) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;

(g) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and

(h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

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"A"
PET AGREEMENT

I/We, _____,
The owner/occupier of Lot ____, hereby agree to be bound by and comply with the Keeping of Animals by-law in relation to the pet described in the Pet Application dated _____ in addition to the following conditions imposed by the owners corporation:
1.

I/We confirm that I/we have been provided with a copy of the Keeping of Animals by-law and have read and understood its contents and the contents of this agreement.

Print Name	Print Name
Date:	Date:

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62. SPECIAL BY-LAW 9 – GYMNASIUM

1 Introduction

1.1 The purpose of this by-law is to:

(a) manage and regulate the use of the gymnasium in the strata scheme; and

(b) enable the Owners Corporation to take action for any breaches,

subject to the terms of the by-law.

2 Conditions of Use

2.1 An owner or occupier and their invitee must adhere to the following conditions when using the gymnasium:

(a) the gymnasium may be used during the hours which are consistent with the pool hours as are set by the Strata Committee from time to time;

(b) proper fitness attire must be worn, which includes closed-toe athletic footwear (no sandals, flip flops, boots or floor marking shoes);

(c) must not conduct a business or carry on work or employment in the gymnasium;

(d) no speakers whatsoever can be used;

(e) children under eighteen years of age or such other age as determined by the strata committee from time to time may only use the gymnasium if accompanied by an adult at all times;

(f) return all equipment to its place and wipe down the equipment after use;

(g) any equipment that appears to be faulty is to be reported immediately to the Owners Corporation;

(h) operation of the equipment must be in accordance with the instructions of the manufacturer;

(i) if at any time an access control system is installed, modified, upgraded or replaced, access to the gym will be by means of that access control system only; and

(j) the strata committee may, from time to time, set or amend the rules for the use of the gymnasium and may place signage around the gymnasium.

2.2 In using the gymnasium, an owner or occupier and their invitee must not:

(a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of another owner or occupier, including dropping of equipment or weights;

(b) swear, grunt or make loud noises;

(c) bring pets;

(d) smoke any substances, cigars, cigarettes or vapes;

(e) bring food, alcohol, glass objects or sharp items; and

(f) do anything that might be dangerous to you or any other person or damage any property while you are in or using the gymnasium.

2.3 The Owners Corporation assumes no liability for injuries or damages arising from the results of participation in or around the gymnasium unless it's due to wilful or gross negligence on the part of

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the Owners Corporation. All activities present certain inherent risks and hazards which the participant assumes, including but not limited to loss of personal belongings.

2.4 An owner or occupier hereby agrees to pay or reimburse the Owners Corporation for all reasonable costs, loss, damages and expenses arising out of or in connection with a breach of this by-law within 14 days of being requested to by the Owners Corporation in writing.

3 Strata Committee

3.1 The strata committee may exercise any of the functions of the Owners Corporation under this by-law.

4 Explanatory Provisions

4.1 **Definitions**

In this by-law, unless the context or subject matter otherwise requires or permits:

(a) ***Debt*** means any amount payable by the owner to the Owners Corporation under this by-law;

(b) ***Development Act*** means the *Strata Schemes Development Act 2015;*

(c) ***Law*** means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;

(d) ***Management Act*** means the *Strata Schemes Management Act 2015*; and

(e) ***Owners Corporation*** means the owners corporation established on registration of the strata plan.

4.2 **Interpretation**

In this by-law, unless the context or subject matter otherwise requires or permits:

(a) headings have been inserted for guidance only and do not affect the operation of the by-law;

(b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;

(c) any singular means the plural and vice versa;

(d) references to legislation include references to amending and replacing legislation;

(e) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;

(f) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and

(g) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

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63. SPECIAL BY-LAW 10 – OVER- THE BONNET / SPACE COMMANDER

(1) You must not, without the permission in writing of the Owners Corporation, store any material in a car parking space or install any equipment in or on a car parking space for the purpose of storing any material.

(2) The Owners Corporation may grant, withhold or withdraw its approval under this By-Law in its absolute sole discretion and subject to conditions including as to the type of storage equipment that may be used.

Over-The-Bonnet/Space Commander Storage

(3) Despite anything else in this By-Law:

(a) Without limiting the discretion of the owners corporation under this By-Law, the Owners Corporation may withhold its consent if proposed storage equipment is anything other than "Over-the-Bonnet/Space Commander" storage equipment; and

(b) proposed storage equipment is "Over-the-Bonnet/Space Commander" storage equipment, the Owners Corporation must not unreasonably withhold its consent.

(4) In this By-Law proposed storage equipment means storage equipment proposed to be installed by you in a car parking space for the purpose of storing any material.

(5) Any storage equipment approved by the Owners Corporation must comply with the following specifications (or such other specifications as may be approved in writing by the Owners Corporation):

- **Double Decker Storage unit with maximum dimensions of 2025mm (height) x 2400mm (width) x 1110mm (depth).**



- **https://spacecommander.com.au/models-sizes**

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64. SPECIAL BY-LAW 11 – PERGOLA WORKS

1 Introduction

1.1 The purpose of this by-law is to permit the Owner of the Lot a right to carry out the Pergola Works, subject to the terms of this by-law.

2 Pergola Works

2.1 **Grant of Right**

The Owners Corporation grants to the Owner, subject to the terms of this by-law:

(a) special privilege to carry out the Pergola Works; and

(b) exclusive use of the parts of the common property which are occupied by the Pergola Works

3 Conditions of Pergola Works

3.1 **Before the Pergola Works**

Prior to commencing the Pergola Works, the Owner must:

(a) give the Owners Corporation 7 days' written notice, including the start date and estimated completion date;

(b) if required by Law, obtain the relevant approvals from the Authority, and give copies of them to the Owners Corporation;

(c) give the Owners Corporation their written consent to this by-law by completing, signing and giving the secretary of the Owners Corporation or Strata Managing Agent the consent form in Annexure B, if not already done so;

(d) if required under the Design and Building Practitioners Act 2020, obtain a regulated design and arrange for it to be uploaded to the NSW Planning Portal;

(e) obtain the written approval of the strata committee (which must not be unreasonably withheld) to the proposed location and extent of the Pergola Works; and

(f) provide to the Owners Corporation copies of the following:

(i) diagram or plan depicting the proposed location of all parts of the Pergola Works;

(ii) the manufacturer or supplier's brochure setting out the specifications of the Pergola Works;

(iii) details regarding any impact of the Pergola Works on the other lots and the common property;

(iv) a certificate or other document that proves that the contractors who will carry out the Pergola Works holds a current licence and all relevant insurances (including public liability not less than$20,000,000);

(v) if the Awning Works involve a motorised awning or the like, an electrical plan demonstrating how the power will be reticulated from within the Lot through the building;

(vi) a certificate or other document from a suitably qualified engineer or building professional confirming that the Pergola Works comply with:

(A) structural adequacy and wind loading requirements for the location;

(B) all applicable safety requirements, including glazing compliance where relevant; and

(C) waterproofing and integration with the existing building,

(vii) any other document reasonably requested.

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3.2 **Performance of the Pergola Works**

During the Pergola Works, the Owner must:

(a) ensure the Pergola Works are carried out in a competent and proper manner by appropriately qualified licensed contractors;

(b) comply with all documentation provided pursuant to clause 3.1 of this by-law

(c) ensure the Pergola Works are completed in accordance with any applicable approval and the Law, including the National Construction Code and the Building Code of Australia;

(d) cause minimal noise or disruption to other Owners and Occupiers;

(e) except as otherwise approved by the Owners Corporation, only carry out the Pergola Works between the hours of 7:00am and 5:00pm on Monday – Friday and 8:00am and 3:00pm on Saturday (excluding Sundays and public holidays);

(f) ensure that the contractors do not make any nuisance or hazard that is likely to interfere with the peaceful enjoyment and use of another Owner or Occupier's lot or the common property;

(g) make sure that no items or materials are stored on the common property, unless written consent is obtained from the Owners Corporation;

(h) comply with any reasonable directions of the Owners Corporation including in relation to:

(i) transportation of construction equipment and materials;

(ii) removal of debris or rubbish;

(iii) protection of the building; and

(iv) access to and from the strata scheme,

(i) not vary the Pergola Works without obtaining the prior written approval of the Owners Corporation;

(j) not compromise the proper function of any existing element or system of the strata scheme, including waterproofing or fire protection; and

(k) ensure any holes or penetrations made during the Pergola Works are adequately sealed and waterproofed.

3.3 **Completion of the Pergola Works**

After the Pergola Works have been completed, the Owner must:

(a) promptly notify the Owners Corporation, in writing, that the Pergola Works have been completed;

(b) provide any relevant certification, warranties and guarantees to the Owners Corporation as reasonably requested and directly associated with the Pergola Works;

(c) provide the Owners Corporation's nominated representative(s) access to inspect the Pergola Works within 72 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law; and

(d) if requested by the Owners Corporation, provide a report from a duly qualified and practising building consultant or expert certifying that the Pergola Works have been completed in accordance with the Law.

4 Ongoing Obligations and Responsibilities

4.1 **Maintain, repair and replace**

The Owner must properly maintain and keep in a state of good and serviceable repair the Pergola Works, and must replace the Pergola Works where necessary due to damage, wear and tear or deterioration, including any associated common property forming part of or altered by the Pergola Works and any fixtures and fittings

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comprised in the common property.

4.2 **Damage**

The Owner must immediately make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Pergola Works.

4.3 **External appearance**

The Owner must ensure the Pergola Works, including any component or equipment, strictly comply with the approved standard design, colour and materials, and are in keeping with the external appearance, colour, style and amenity of the building, unless otherwise approved in writing by the Owners Corporation.

4.4 **Structural integrity**

The owner must ensure the Awning Works do not adversely affect the structural integrity of the Building.

4.5 **Electrical Supply**

If the Awning Works involve a motorised awning or the like, the owner must ensure that it is connected exclusively to the power supply of the Lot.

4.6 **Cleanliness**

The Owner must ensure any part of the strata scheme affected by the Pergola Works is kept clean and tidy and is left clean and tidy on completion of the Pergola Works.

4.7 **Noise**

The Owner must ensure that the Pergola Works (or any equipment forming part of it) do not create, transmit or emit any heat, noise, or vibrations that are likely to interfere with the peaceful enjoyment of another Owner or Occupier.

4.8 **Access**

At all stages of the Awning Works, the owner must provide the Owners Corporation with access to the Lot to inspect the Awning Works on reasonable notice

4.9 **Location**

The Owner must, at his or her cost, ensure that the Pergola Works are in a suitable location determined by the Owners Corporation.

4.10 **Indemnity**

The Owner indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability, increase in insurance premiums or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in connection with the:

(a) Awning Works, including its destruction, removal and alteration;

(b) failure to comply with the duty to maintain, repair, renew or replace;

(c) performance of any work required to comply with the duty to maintain, repair, renew or replace; and

(d) owner's or occupier's breach of any part of this by-law insofar as it relates to the Awning Works.

5 Breach

5.1 If the Owner or Occupier breaches this by-law and fails to rectify that breach within 21 days of service of a written notice from the Owners Corporation requiring the rectification of that breach, the Owners Corporation may:

(a) rectify the breach;

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(b) enter the Lot, by its agents, employees or contractors, pursuant to the Management Act, in order to rectify the breach; and

(c) recover from the Owner as a Debt, the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs on an indemnity basis.

6 Applicability

6.1 If the Owner desires to remove the Pergola Works installed under this by-law (or otherwise), the provisions of clause 4 shall also apply in relation to that removal.

6.2 The Owner shall return the common property to a condition in which it would have been except for the Pergola Works, subject to fair wear and tear.

7 Explanatory Provisions

7.1 Definitions

In this by-law, unless the context or subject matter otherwise requires or permits:

(a) ***Authority*** means any government, judicial, statutory or public authority having any jurisdiction over the Lot or common property;

(b) ***Pergola*** Works means the works to be carried out to the Lot and common property as detailed in Annexure A;

(c) ***Debt*** means any amount payable to the Owners Corporation under this by-law;

(d) ***Development Act*** means the Strata Schemes Development Act 2015;

(e) ***Law*** means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;

(f) ***Lot*** means the retail/commercial lots 149, 150, 151, 152 in the strata scheme;

(g) ***Management Act*** means the Strata Schemes Management Act 2015;

(h) ***Occupier*** means the occupier(s) of a Lot from time to time;

(i) ***Owner*** means the owner(s) of a Lot from time to time;

(j) ***Owners Corporation*** means the owners corporation established on registration of the strata plan; and

(k) ***Strata Managing Agent*** means the strata managing agent engaged by the Owners Corporation from time to time, including its agency, employees, and representatives.

7.2 **Interpretation**

In this by-law, unless the context or subject matter otherwise requires or permits:

(a) headings have been inserted for guidance only and do not affect the operation of the by-law;

(b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;

(c) any singular means the plural and vice versa;

(d) any reference to an Owner includes the Owner's successors on title;

(e) references to legislation include references to amending and replacing legislation;

(f) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and

(g) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

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Annexure A – Pergola Works

1.1 **Pergola**

Installation, replacement, alteration or removal of a pergola in a Lot, including:

(a) installation of an Aluminium Louvered Pergola C6/M6 in a dark colour and the approved standard size, unless otherwise instructed in writing by the Owners Corporation;

(b) installation of all supporting structures, brackets, posts, fixings, roofing materials, flashing, drainage elements, and any works required to affix the awning or pergola to the Lot's external surfaces; and

(c) any ancillary works to the above.

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CONSENT UNDER SECTIONS 108(5) & 143

STRATA SCHEMES MANAGEMENT ACT 2015

To:
The Secretary
The Owners – Strata Plan No 100271
c/- The Strata Collective

CONSENT TO MAKE A BY-LAW: PERGOLA WORKS

I/We, _____, **CONSENT** to the making of a common property rights by-law conferring upon me/us a right to do certain works (defined as *Pergola Works*) and making me/us responsible for the maintenance and repair of those works and specified common property, subject to the conditions of such by-law.

The by-law is to be made by the Owners Corporation at a general meeting on _____ or any adjournment of that meeting.

Dated: .....

.....

Signature of owner of Lot [X]

.....

Signature of owner of Lot [X]

THE OWNERS - STRATA PLAN No. 100271
Common Seal

PETER DOMAZETOVSKI
STRATA MANAGER
25/05/2026

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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 100271 was affixed on ^ 25/05/26 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: Peter Domazetovski Authority: Licensee in Charge

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

THE OWNERS – STRATA PLAN No. 100271
Common Seal

CITY OF SYDNEY

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

+61 2 9265 9333
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Applicant:	INFOTRACK PTY LIMITED
Your reference:	T26318
Address of property:	39 Rothschild Avenue , ROSEBERY NSW 2018
Owner:	THE OWNERS - STRATA PLAN NO 100271
Description of land:	Lot 1 DP 1255534, Lots 1-73 SP 100271, Lots 75-147 SP 100340, Lots 234-293 SP100978, Lots 149-232 SP100787
Certificate No.:	2024328041
Certificate Date:	30/10/26
Receipt No:	APC-780696
Fee:	$73.00
Paid:	30/10/26

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

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

CERTIFICATE ENQUIRIES:
Ph: 9265 9333

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

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).

DEVELOPMENT CONTROLS

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

ZONING

Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)

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 ensure land uses support the viability of nearby centres.
• To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent
Home occupations

3 Permitted with consent
Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited
Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

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

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

Planning Proposal: Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023

This Planning Proposal – Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023 (planning proposal) details the intent and justification for the proposed amendments to Sydney LEP 2012 and Sydney Local Environmental Plan 2013 (Green Square Town Centre) 2013 and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (Green Square Town Centre LEPs).

Sydney Development Control Plan 2012: Policy and Housekeeping - Amendments

The purpose of this draft development control plan (DCP) is to amend the Sydney Development Control Plan 2012 with updates to better support the City's strategic priorities of housing, greening, parking, sustainability and amenity.

Draft Sydney Development Control Plan 2012: All-electric development

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development Control Plan 2012 to insert new provisions that:

(a) continue to restrict the use of indoor gas appliances (cooktops, ovens and space heaters) in new residential accommodation for applications lodged after 31 December 2025;

(b) require the erection of new prescribed office premises, residential accommodation, prescribed hotel or motel accommodation and prescribed serviced apartments to be fully electric for applications lodged after 31 December 2026;

(c) clarify how the all-electric requirement applies to food and drink premises within affected development; and

(d) clarify how development applications can demonstrate that a building is designed to

support all-electric appliances and systems.

Planning Proposal - Affordable Housing Contributions Review - Sydney Local Environmental Plan 2012, Sydney Local Environmental Plan (Green Square Town Centre) 2013, Sydney Local Environmental Plan (Green Square Town Centre - Stage 2) 2013 and Draft City of Sydney Affordable Housing Program 2024

The City is proposing changes to the City of Sydney affordable housing program which applies to all development applications in our local area. The proposed changes will:

- increase the equivalent cash contribution rates (dollar rates);
- require the local government area wide contribution to be a cash contribution, and remove the option to dedicate built dwellings
- simplify the rezoning contribution requirement and require the dedication of built dwellings where appropriate.

Planning Proposal: Special Entertainment Precincts

The objectives of this planning proposal are to:

- Amend the Sydney LEP 2012 to designate the subject areas as special entertainment precincts.
- Amend the Green Square Town Centre Sydney LEPs 2013 to designate the subject areas as special entertainment precincts.
- Amend the Eastern Harbour City SEPP 2021 to designate the subject areas as special entertainment precincts.
- Give effect to the draft Special Entertainment Precincts Management Plan and Sydney DCP 2012 amendment.

Draft Sydney Development Control Plan 2012 – Special Entertainment Precincts

The purpose of this Development Control Plan (DCP) is to amend Sydney Development Control Plan 2012.

The amendment makes changes to the existing late night trading and entertainment sound management provisions to support the objectives of Planning Proposal – Special Entertainment Precincts.

HERITAGE

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

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

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

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au or https://legislation.nsw.gov.au/browse/inforce

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This state-wide Policy outlines development standards for exempt and complying development codes in New South Wales. Exempt development is a type of development which is of minimal environmental impact that may be carried out without the need for development consent. Complying development is a type of development that may be carried out in accordance with a complying development certificate.

State Environmental Planning Policy (Housing) 2021

This state-wide Policy provides additional planning provisions for types of residential development including:
- affordable and diverse housing such as boarding houses, co-living housing, build-to-rent, housing for seniors and people with a disability, caravan parks, and temporary emergency accommodation
- design of residential apartment development
- transport oriented development
- low and mid rise housing

State Environmental Planning Policy (Planning Systems) 2021

This state-wide Policy provides pathways for the declaration of:
- State significant development
- State significant infrastructure
- critical State significant infrastructure
- regionally significant development.

It also provides controls for development carried out on land owned by Aboriginal Land Councils.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This state-wide Policy provides additional planning provisions for the clearing of vegetation in non-rural areas, protection for bushland in public open space zones, and for development within the Sydney Harbour Catchment.

State Environmental Planning Policy (Resilience and Hazards) 2021

This state-wide Policy provides additional planning provisions for hazardous and offensive industries, and for development within the coastal zone, including coastal wetlands, the coastal environment area and the coastal use area.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This state-wide Policy provides additional planning provisions for infrastructure in New South Wales, including:
- cemeteries
- data centres
- educational establishments and child care facilities
- electricity generation, transmission or distribution
- emergency services
- flood mitigation and waterway management
- health services
- parks
- government buildings
- roads, railways and ports
- sewerage
- waste management
- water supply

State Environmental Planning Policy (Industry and Employment) 2021

This state-wide Policy provides additional planning provisions for advertising and signage.

State Environmental Planning Policy (Resources and Energy) 2021

This state-wide Policy provides additional planning provisions for mining, petroleum and other extractive industries (including sand, gravel, clay, turf, soil, rock, stone or similar).

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

This state-wide Policy provides additional planning provisions for State Significant Precincts within the City of Sydney including Darling Harbour, Walsh Bay, Redfern-Waterloo-Eveleigh, Moore Park, Sydney Opera House, Barangaroo and the Sirius building in the Rocks.

State Environmental Planning Policy (Sustainable Buildings) 2022

This state-wide Policy establishes minimum energy use and water performance standards performance standards for residential and non-residential buildings.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021	**NO**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**YES**
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**
▪ Ultimo Pyrmont Local Infrastructure Contributions Plan 2023 – in operation 1 July 2026	**NO**

Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – Adopted 26 June 2023.

- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 and/or the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies. A Housing and Productivity Contribution may be payable to the NSW Government for certain new development. Details of this contribution are available here: https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au
- Certain sites in Ultimo-Pyrmont may be subject to the:
- - Pyrmont Peninsula Metro Special Infrastructure Contribution (SIC)
- - The Transport Project Component of the Housing and Productivity Contribution.
- - The Draft City of Sydney Ultimo Pyrmont Local Infrastructure Contributions Plan 2023, which was approved by Council on 27 October 2025 and is expected to come into force in 2026.
- For any information on whether additional contributions are payable on the site to which this planning certificate refers, please contact us through the City of Sydney website – www.cityofsydney.nsw.gov.au

(4) Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: ***If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Industrial and Business Buildings Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Industrial and Business Buildings Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES.**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Industrial and Business Buildings Code).	**NO**
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	**NO**
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*.	**NO**
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	**NO**
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	**NO**
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	**NO**
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	**NO**
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	**NO**
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	**NO**
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	**NO**
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	**NO**
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	**NO**
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	**NO**

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(5) Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: ***If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

(1)

(a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

YES

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

YES

(3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Flood Risk Management Manual* (ISBN 978-1-923076-17-4) published 30 June 2023 by the NSW Government.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

(a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and

(b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

This land has not been identified as bush fire prone land under the Environmental Planning and Assessment Act 1979. If you would like further information visit https://datasets.seed.nsw.gov.au/dataset/bush-fire-prone-land.

(12) Loose-fill asbestos insulation

This land is not listed on the Loose-fill Asbestos Insulation register. If you would like further information visit https://www.nsw.gov.au/housing-and-construction/safety-home/loose-fill-asbestos-insulation/loose-fill-asbestos-insulation-register.

(13) Mine Subsidence District

No land in the City of Sydney LGA is declared to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act, 2017. If you would like further information visit https://www.nsw.gov.au/departments-and-agencies/subsidence-advisory/mine-subsidence-districts.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

There are no property vegetation plans approved and in force within the City of Sydney LGA, under the Native Vegetation Act 2003, Part 4.

(16) Biodiversity Stewardship sites

There are no biodiversity stewardship sites located within the City of Sydney LGA under the Biodiversity Conservation Act 2016, Part 5. If you would like further information visit https://www.bct.nsw.gov.au/resources/public-register-private-land-conservation-agreements.

(17) Biodiversity certified land

There are no biodiversity certification orders applying to the City of Sydney LGA. If you would like further information visit https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity-offsets-scheme/biodiversity-certification/register-of-biodiversity-certification-orders.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal

protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotroplis

The State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the City of Sydney LGA.

(21) Development consent conditions for seniors housing

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

(22) Site compatibility certificates and development consent conditions for affordable rental housing

(1) The land to which the certificate relates is not subject to a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.

(3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

(4) In this section:

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

(23) Water or sewerage services

Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and

provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

(24) Special entertainment precincts

The land to which the certificate relates is not located within a Special Entertainment Precinct within the meaning of the Local Government Act 1993. If you would like more information visit https://www.planning.nsw.gov.au/policy-and-legislation/night-time-economy/special-entertainment-precincts

(25) Interim development in future infrastructure corridors

Section 4.7A of the State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to any land within the City of Sydney.

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) The land to which the certificate relates **is** the subject of a **site audit statement** within the meaning of that act, a copy of which has been provided to Council.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning

and Assessment Act and Section 735A of the Local Government Act.*Planning certificate section 10.7 (2), local planning controls are available are available online at* www.cityofsydney.nsw.gov.au

General Enquiries:
Telephone: 02 9265 9333

Town Hall House
Level 2
Town Hall House
456 Kent Street
Sydney

9am – 5pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

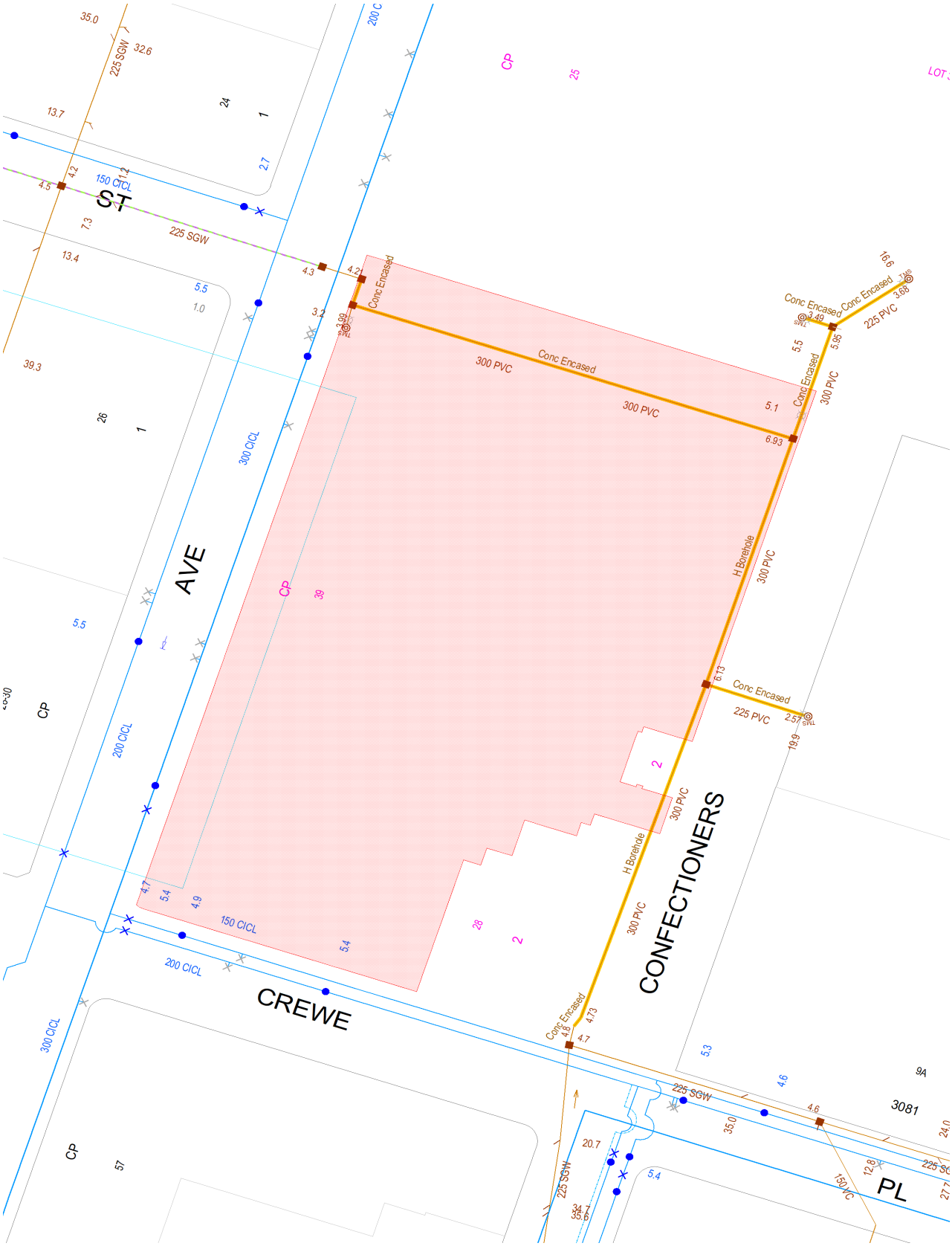
Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

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Service Location Print

Application Number: 8005652446



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

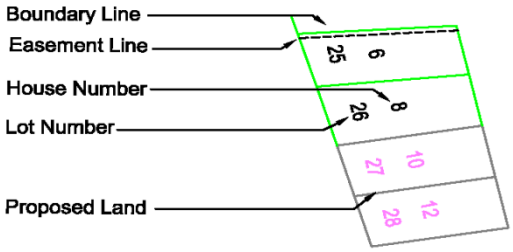
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

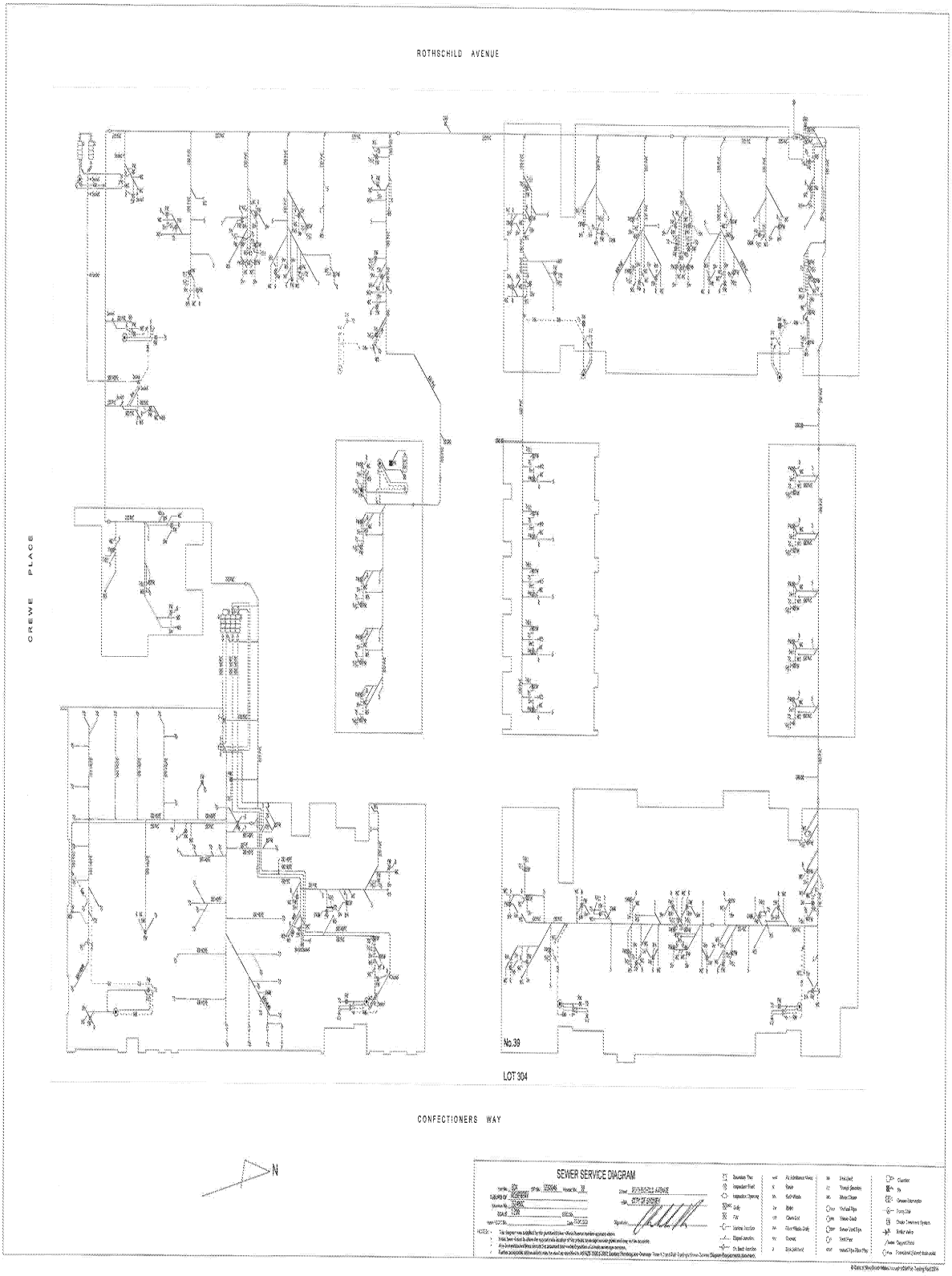
For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8005652461



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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;

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(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?

18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
    (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
    (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
    (c) Is the vendor aware of:
        (i) any road, drain, sewer or storm water channel which intersects or runs through them?
        (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
        (iii) any latent defects in them?
    (d) Has the vendor any notice or knowledge of them being affected by the following:
        (i) any resumption or acquisition or proposed resumption or acquisition?
        (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
        (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
        (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
        (v) any realignment or proposed realignment of any road adjoining them?
        (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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STONE

NSW GOVERNMENT

Standard form from 28 September 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the ***Agreement***).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON 07/06/2023 **AT** Waterloo

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Note: *The above information **must** be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

Shop 2103/5 Sam Sing St

Suburb: Waterloo

State: NSW

Postcode: 2017

Note: *The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent*

Tenant Name (1): Nicolas Duvivier

Tenant Name (2): Ha Phuong Nguyen

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: [*If applicable*]

Agent name:

Stone Real Estate Waterloo

Business address for service of notices:

Shop 2103/5 Sam Sing Street

Suburb: Waterloo | State: NSW | Postcode: 2017

Contact details: [*This must include a telephone number*]

0416 499 588

Tenant's agent details: [*If applicable*]

Agent name:

Address for service of notices:

Suburb: | State: | Postcode:

Contact details:

Term of agreement:

The term of this agreement is –

☐ 6 months ☐ 12 months ☐ 2 years ☐ 3 years

☐ 5 years ☑ Other (please specifiy): ☐ Periodic (no end date)

starting on 08 / 06 / 2023 and ending on 06 / 12 / 2023 [*Cross out if not applicable*]

Note: *For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900*

Residential premises:

The residential premises are [*Insert address*]:

435 / 33 Rothschild Avenue, Rosebery NSW 2018.

The residential premises include:

1 bedroom apartment

[*Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.*]

Rent:

The rent is $ 1400.00 per Fortnight payable in advance starting on 08 / 06 /2023

Note: *Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.*

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 062028

account number: 1214 3870

account name: Stone Real Estate Waterloo

payment reference: , or

(b) to at by cash, or

(c) as follows:

Note: *The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.*

RENTAL BOND [*Cross out if there is not going to be a bond*]:

A rental bond of $ 2800.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or
☐ the landlord's agent, or
☑ NSW Fair Trading through Rental Bond Online.

Note. *All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.*

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Real Power Telephone: 0426 885 821

Plumbing repairs: ..... Telephone: .....

Other repairs: ..... Telephone: .....

Water usage

Will the tenant be required to pay separately for water usage? ☑ Yes ☐ No

If yes, see clauses 12 and 13.

Utilities

Is ***electricity*** supplied to the premises from an embedded network? ☐ Yes ☑ No

Is ***gas*** supplied to the premises from an embedded network? ☐ Yes ☑ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☑ Hardwired smoke alarms

☐ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?	☑ Yes	☐ No
If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:		
If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?	☐ Yes	☑ No
If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:		
If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?	☐ Yes	☑ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?	☑ Yes	☐ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [*Cross out if not applicable*]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note.*You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.*

Landlord

Does the landlord give express consent to the electronic service of notices and documents?	☑ Yes	☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

brucele@stonerealestate.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?	☑ Yes	☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

nicoduv06@gmail.com ; anne.nguyen2912@gmail.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under ***'Residential premises'*** *on page 2 of this agreement.*

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
   - **2.1** a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
   - **2.2** a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
   - **3.1** to pay rent on time, and
   - **3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - **3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. **The landlord agrees:**
   - **4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
   - **4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
   - **4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
   - **4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
   - **4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
   - **4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
   - **4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
   - **4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. *The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

   Note: *Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7. **The landlord and the tenant agree:**
   - **7.1** that the increased rent is payable from the day specified in the notice, and
   - **7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
   - **7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
   - **8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. *Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*

Note 2. *Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. *Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered *is defined in section 3 of the Residential Tenancies Act 2010.*

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. *Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

a) are structurally sound, and

b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

c) have adequate ventilation, and

d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. *Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:*

a) are in a reasonable state of repair, and

b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and

c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and

d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. *The type of repairs that are* ***urgent repairs*** *are defined in the Residential Tenancies Act 2010 and are defined as follows:*

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system,

(d a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. *See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is* ***'published'.***

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. *The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: *Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED *[Cross out clauses if not applicable]*

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015.*

39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015,* the *Community Land Development Act 1989* or the *Community Land Management Act 1989.*

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[*Cross out clauses if no rental bond is payable*]

41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019,* that the tenant is allowed to carry out.

Note 1. *Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.*

Note 2. *Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

Note 3*. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.*

Note 4. *Section 64A of the Act provides that a smoke alarm includes a heat alarm.*

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019.*

Note. *Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. *The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.*

SWIMMING POOLS

[*Cross out the following clause if there is no swimming pool*]

45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[*Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots*]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. *A swimming pool certificate of compliance is valid for 3 years from its date of issue.*

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

***Note**. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

***Note.** Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.*

ADDITIONAL TERMS

[*Additional terms may be included in this agreement if:*

(a) both the landlord and the tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

*Any additional terms are not required by law and are **negotiable.**]*

ADDITIONAL TERM—PETS

[*Cross out clauses if not applicable*]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [*specify the breed, size etc*]:

No Pets

54. The tenant agrees:

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here. Attach a separate page if necessary.

NOTES

1. Definitions

In this agreement:

- ***landlord*** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- ***landlord's agent*** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  (a) the letting of residential premises, or
  (b) the collection of rents payable for any tenancy of residential premises.
- ***LFAI Register*** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989.*
- ***rental bond*** means money paid by the tenant as security to carry out this agreement.
- ***residential premises*** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- ***tenancy*** means the right to occupy residential premises under this agreement.
- ***tenant*** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

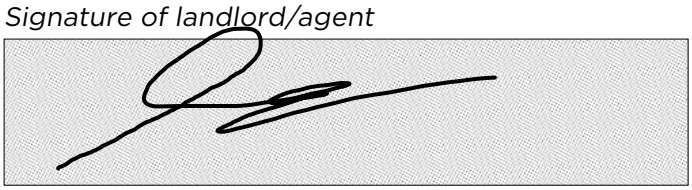
Note. *Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Bruce Le

Signature of landlord/agent



on the 08 day of 06 2023

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent



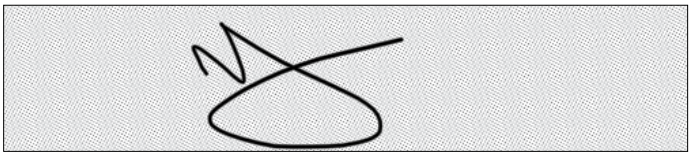
on the 08 day of 06 2023

SIGNED BY THE TENANT (1)

Name of tenant

Nicolas Duvivier

Signature of tenant



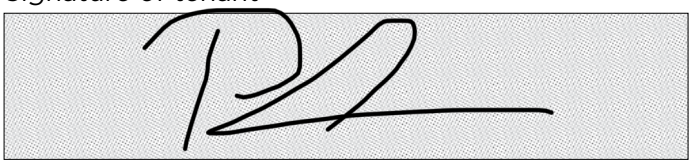
on the 08 day of 2023

SIGNED BY THE TENANT (2)

Name of tenant

Ha Phuong Nguyen

Signature of tenant



on the 07 day of June 20_ _

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the day of 20_ _

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

on the day of 20_ _

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



on the 07 day of June 2023

For information about your rights and obligations as a landlord or tenant, contact:

(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au