

NINE BY MIRVAC

SALES MANUAL

Version 9

14/03/2023



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ANNEXURE**ITEM**

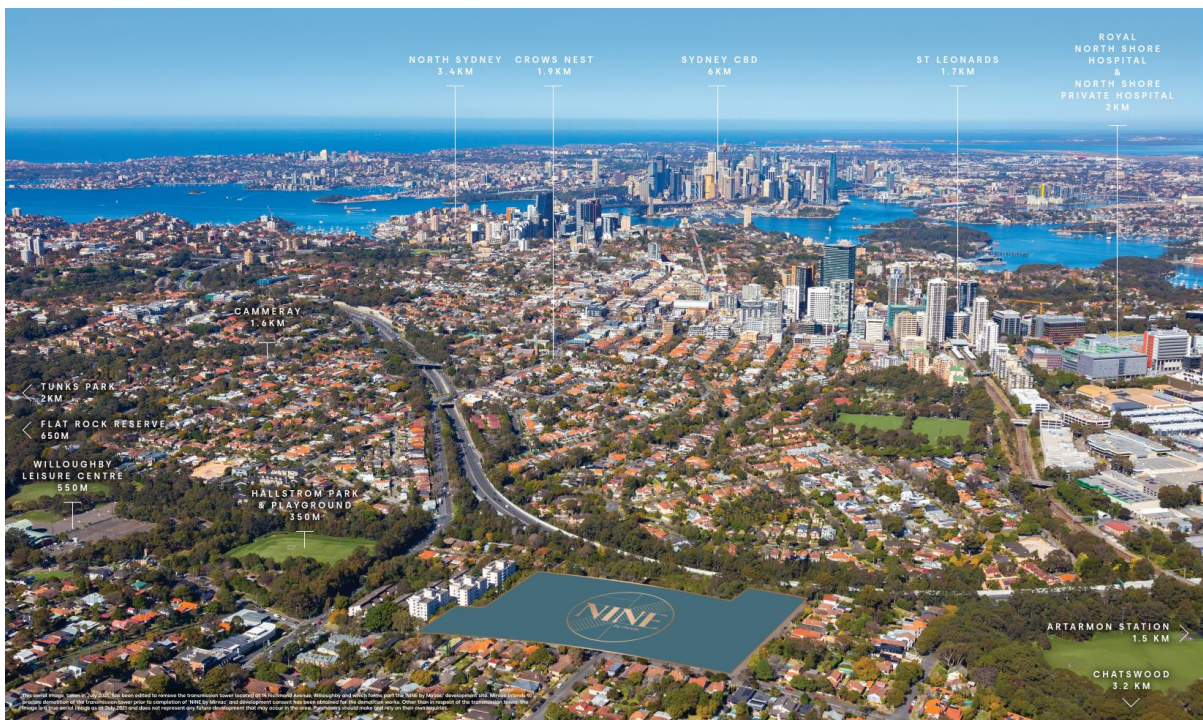
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SECTION 1: PROJECT DESCRIPTION

INTRODUCTION

NINE by Mirvac is located in Willoughby on Sydney's Lower North Shore, situated approximately 6km (straight line) north of the Sydney CBD. The site is approximately 3.2 hectares in size and comprises the former Channel 9 studios and headquarters, as well as the neighbouring TX transmission tower, which is to be demolished as part of the redevelopment of the site. The primary site frontage is on Artarmon Road, with the main site access points located on Richmond Avenue and Scott Street. The site is approximately 1.6km west of Artarmon Station, 2.3km north of St Leonards Station and 200m to Willoughby Road bus stops offering services every 2-5min directly to the Sydney CBD. To the south of the site is Walter Street Reserve followed by the Gore Hill Freeway. To the east of the site is Castle Vale, a residential complex built by Mirvac in the 1970s. The neighbouring-built form to the north and west generally consists of low rise residential free-standing houses.

Upon completion, NINE by Mirvac will consist of 442 apartments across ten buildings, ranging from four to nine storeys. Approximately 6,500sqm of publicly accessible open space will also be provided as part of the project.



DEVELOPMENT OVERVIEW

With the exception of the TXA Site, the site was previously occupied by Channel 9, who used the space as their studios and headquarters from 1955 until late-2020. The neighbouring transmission tower site houses a 233m transmission tower, which will be removed by Mirvac and replaced by a small-scale residential building as part of the broader redevelopment of the site. To date, a number of planning approvals have been received for the site, providing for the construction of ten residential building comprising 442 apartments, in addition to supplementary retail space on the corner of Scott Street and Artarmon Road, refurbishment of the Loft building at 6 Artarmon Road for non-residential uses, delivery of approximately 6,500sqm of publicly accessible open space, construction of a small community building, and associated basement and infrastructure works.

Address: 6-30 Artarmon Road & 13-25 Richmond Avenue, Willoughby NSW 2065

Overall Lot Size:	Approx. 31,844sqm
Bordered by:	North: Artarmon Road South: Walter Street Reserve and private lots on Walter Street East: Scott Street West: Richmond Avenue
Local Council:	Willoughby City Council
Responsible Authority:	Willoughby City Council

PLANNING

Development approval was obtained for construction works on both sites in June and July 2021.

DEVELOPMENT PARAMETERS

Based on the development approvals:

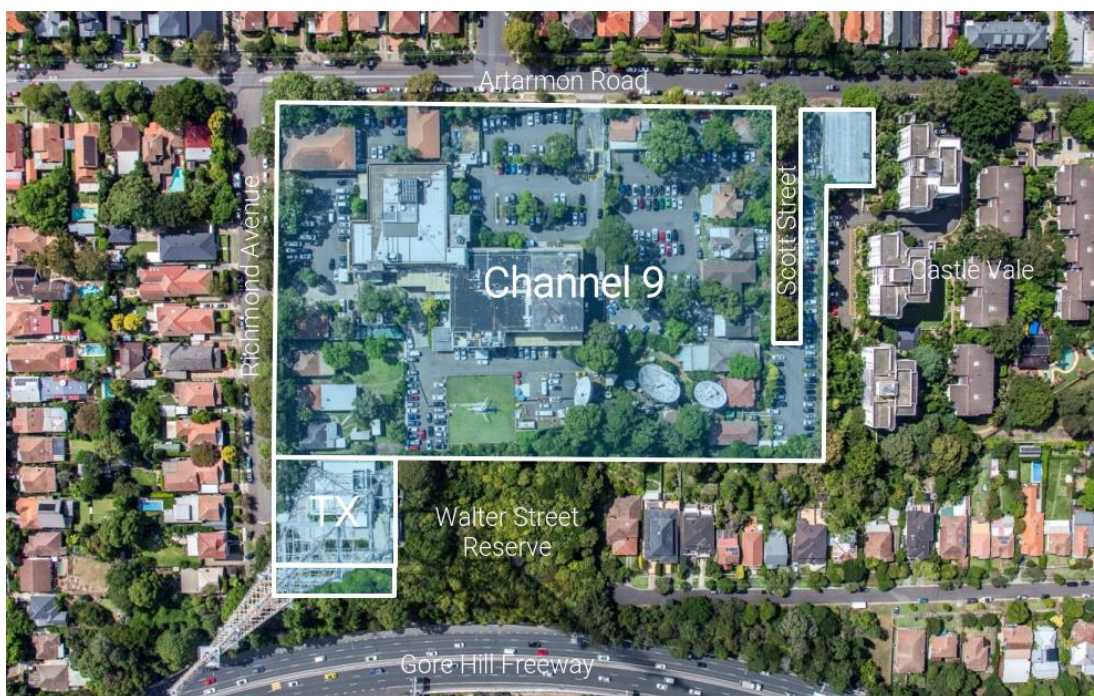
- Staged release of approx. 442 residential apartments;
- Diverse mix of product including Studios, 1, 2, and 3 bedroom apartments;
- Shared basement car park connected to all ten residential buildings;
- A total of 4 car share spaces will be delivered, two in the basement and two on the street;
- Significant private and publicly accessible open spaces will provide a range of spaces to complement the private open space afforded to each dwelling;

- Resident facilities include private communal open spaces, publicly accessible open spaces, BBQ facilities, children’s playground area, car wash bay, dog wash bay, resident bicycle storage and repair rooms and parcel lockers.

AFFORDABLE HOUSING

As part of our approvals, we are required to dedicate a number of lots to Council for use as affordable key worker housing. The final number and location of these units is still subject to finalisation with Council, however the current indication is that there will be approximately 21 key worker housing apartments scattered throughout the project.

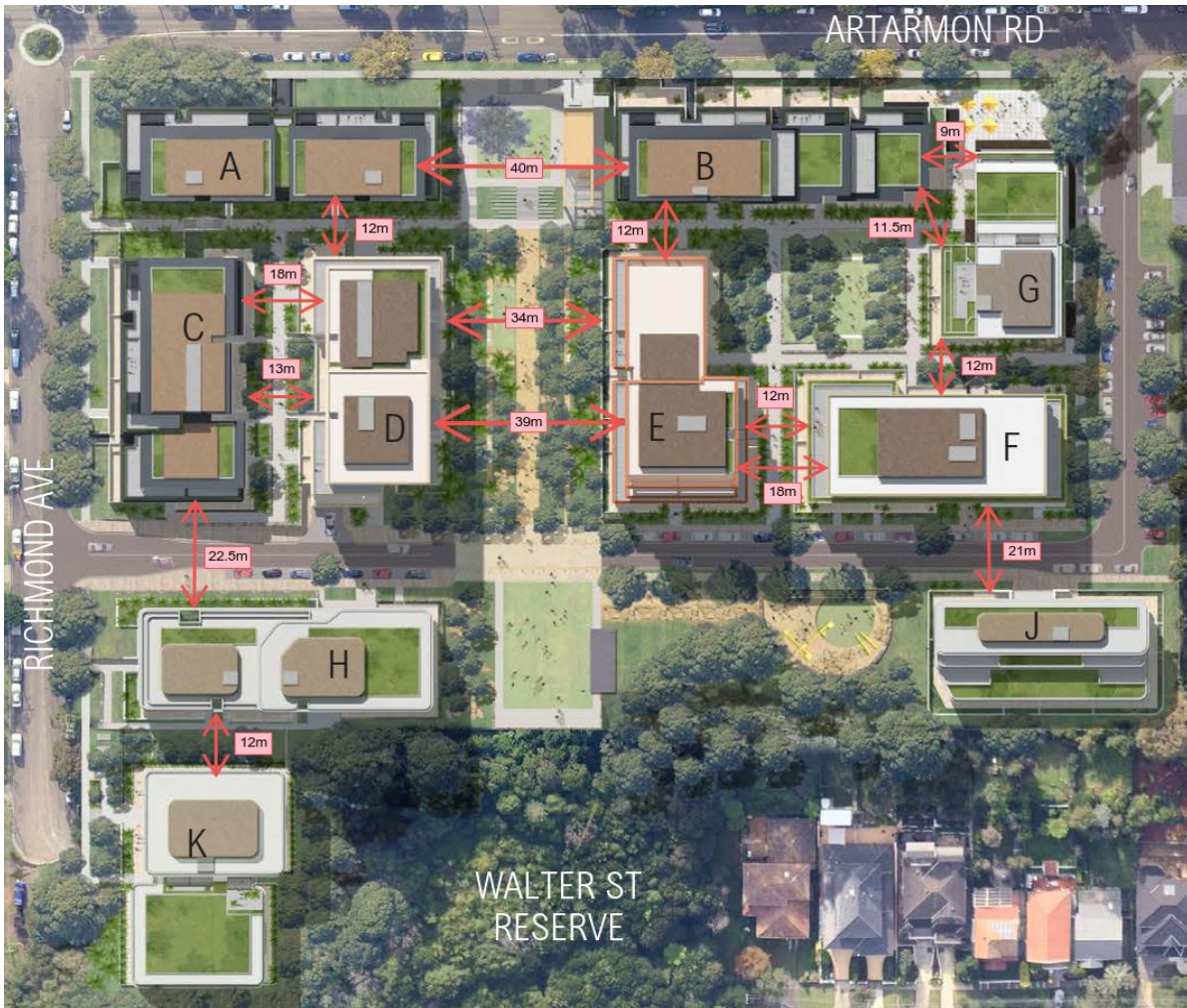
As always, the distinction between affordable housing and social housing is important. The affordable key worker housing to be provided in this project is proposed to be dedicated to Council and provided as low-cost housing for key workers (e.g. nurses, emergency services personnel, teachers and the like). It is not social housing. The affordable housing is clearly disclosed in the contract (cl 1.59).



The design team comprising Chrofi Architects, McGregor-Coxall Landscape Design and Mirvac Design have prepared architectural drawings to form the basis of the DAs lodged to date. The masterplan establishes key design principles that compose a precinct of mid-rise buildings sympathetic to the existing context and surrounds while providing a significant publicly accessible open space contribution. Mirvac's aspiration for the site is to deliver a project that demonstrates leadership in design excellence, innovation, quality and environmental sustainability.



BUILDING SEPARATION MAP



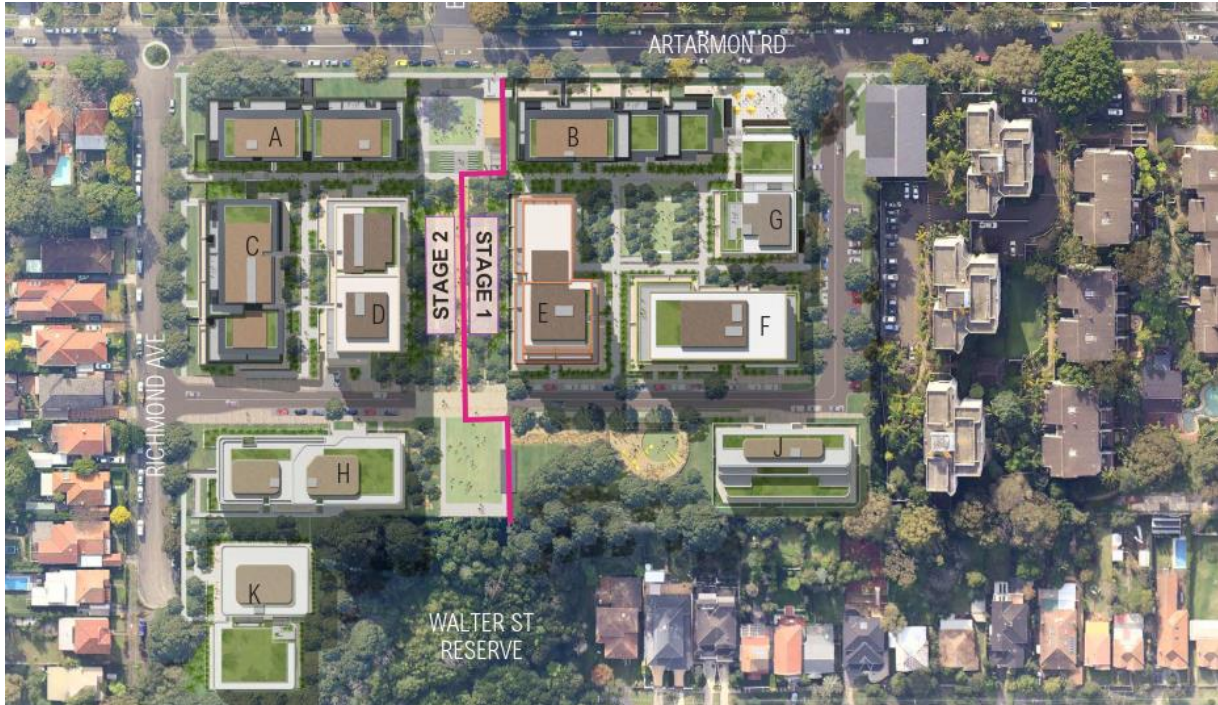
ON-SITE SUBSTATION LOCATIONS

There is a total of four substations located on the site. Each substation will be surrounded with a blockwork wall to divide the substations from the apartments. See below map for substation locations and distances from buildings.



STAGING

The development will be constructed in two separate stages. Stage 1 will consist of Buildings B, E, F, G and J. Stage 2 will consist of Buildings A, C, D, H and K. Stage 1 is anticipated to be complete by mid to late-2023. Stage 2 will follow on and be complete between late-2023 and early-2024.



BUILDING NAMES

The buildings within the development have been named after the local landscape, unique site attributes and the character of Willoughby.






BUILDING TYPOLOGIES

The approved Masterplan features 3 architectural typologies that bring diversity to the development. The different typologies offer both diversity and cohesion with each building type having its own unique palette of colours and materials that have been established to work together harmoniously. The three building typologies are Federation, Aspect and Reserve buildings.

- **Federation Buildings** – are intended to respond to the scale and surrounding context of Artarmon Road and Richmond Avenue, with the street-scale façades containing tonal variation brickwork, aluminium balustrades, and metal cladding to top of buildings.
- **Aspect Buildings** – are grouped around the main publicly-accessible open spaces at the centre of the site and are designed to take advantage of the site’s topography and views. This typology incorporates cementitious slab edge details, aluminium clad window wall systems and custom planters on setback levels.
- **Reserve Buildings** – are more boutique smaller-scale buildings which sit alongside Walter Street Reserve and the surrounding landscaped areas. Their designs are organic in form and include a textured neutral palette with soft rounded corners and fine grain screening, designed to sit gently within the landscape and context.


Each building, although categorised into one of the three typologies, has been uniquely crafted to work together to create the overall unity of the masterplan. The masterplan focuses on a refined palette of materials and tones to ensure all buildings are cohesive and complement each other and the surrounding landscape. Across all building types there is a language of common façade elements to help tie the buildings together, including the use of an expressed slab edge typology.



Building	Typology	Materiality Colour	Renders
A <i>Coachwood</i>	Federation Building	Varying reddish-brown coloured brick with charcoal powder coat aluminium features	
B <i>Cue</i>	Federation Building	Varying yellow/grey/brown colour bricks with charcoal powder coat aluminium features	
C <i>Acacia</i>	Federation Building	Varying yellow/grey/brown colour bricks with charcoal powder coat aluminium features – no image avail	

<p>D <i>Sharpestone</i></p>	<p>Aspect Building</p>	<p>A Glass Reinforced Concrete (GRC) feature slab edge cladding in a sandstone colour with sandstone coloured vertical aluminium fins, colour back glass and powder coat aluminium sliding doors and window frames.</p>	
<p>E <i>Chroma</i></p>	<p>Aspect Building</p>	<p>A Glass Reinforced Concrete (GRC) feature slab edge cladding in a terracotta colour with terracotta coloured vertical aluminium fins, colour back glass and powder coat aluminium sliding doors and window frames</p>	
<p>F <i>Overture</i></p>	<p>Aspect Building</p>	<p>Dark grey feature precast concrete cladding and vertical aluminium fins, monument satin profiled aluminium cladding panels and powder coat aluminium sliding doors and window frames.</p>	

<p>G <i>Montage</i></p>	<p>Federation Building</p>	<p>Yellow/beige colour bricks with powder coat aluminium features and concrete slab edges. Powder coat aluminium sliding doors and window frames.</p>	
<p>H <i>Marion</i></p>	<p>Reserve Building</p>	<p>Yellow/beige brickwork with round corners, grey precast concrete slab edge and balcony upstands, delicate powder coat aluminium screening with powder coat aluminium sliding doors and window frames.</p>	
<p>J <i>Langara</i></p>	<p>Reserve Building</p>	<p>Yellow/beige brickwork with round corners, grey precast concrete slab edge and balcony upstands, delicate powder coat aluminium screening with powder coat aluminium sliding doors and window frames.</p>	

K <i>Luma</i>	Reserve Building	Yellow/beige brickwork with round corners, grey precast concrete slab edge and balcony upstands, delicate powder aluminium screening with powder coat aluminium sliding doors and window frames.	
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PROJECT RESIDENTIAL MIX

Apartment Type	No. of Apartments	Mix	Avg. Internal Area m ²
Studio	2	0.45%	42
1B	40	9.1%	54
1B+	31	7%	57
1B+ (1Car)	12	2.7%	64
2B (1Car)	68	15.4%	77
2B+ (1Car)	129	29.2%	85
2B++ (1Car)	28	6.3%	96
3B (1Car)	25	5.7%	109
3B+ (2 Car)	67	15.2%	119
3B++ (2 Car)	25	5.7%	127
3Prm (2 Car)	15	3.2%	139
Total	442	100%	88m²

BUILDING MIX

Building	Total Apts.	Studio	1B	2B	3B	Penthouses
A	30	-	8	13	5	4
B	39	1	5	17	12	4
C	35	-	9	14	12	-
D	68	-	14	41	11	2
E	69	-	17	34	14	4
F	59	-	4	22	33	-
G	34	1	8	12	12	1
H	45	-	7	18	29	-
J	27	-	9	16	2	-
K	36	-	2	27	7	-
TOTAL	442	2	83	225	117	15

CAR PARKING

477 resident car spaces are provided across both stages. Car spaces are yet to be individually allocated to apartments; the allocation will be listed on the final plan of subdivision.

An approximate summary of car spaces is provided below:

- Residential Spaces: 477
- Car Share Spaces: 4
- Car Wash Bay: 1
- Motorcycle Spaces: 28
- Retail Spaces: 13
- Residential visitor spaces (within basement): 71
- Residential visitor spaces (on the street): 39

Generally, the car spaces were allocated as follows:

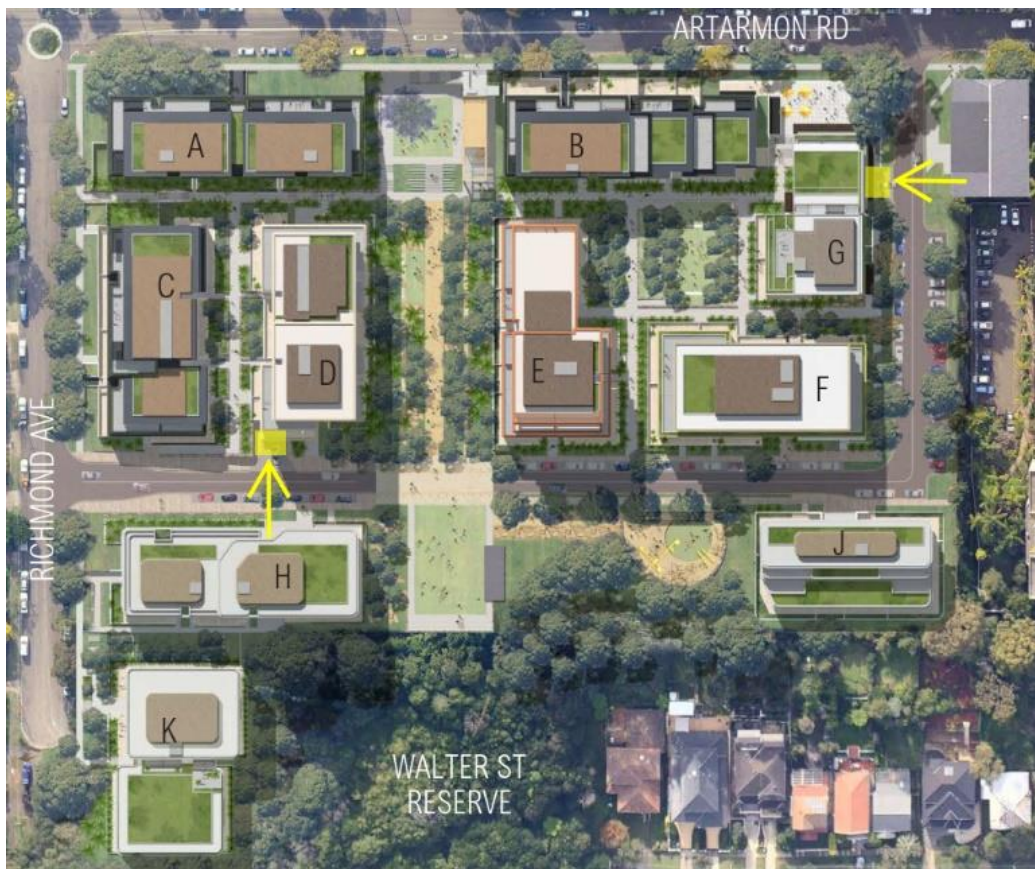
- 1 Beds have no car space with the exception of some of the larger 1 bedroom apartments.
- 2 Beds have one car space.
- 3 Beds have mixture of one and two car spaces. Generally, smaller 3-bedroom apartments have been allocated one car space.

- Penthouses have two car spaces.

All car spaces will be allocated and there is no opportunity for customers to purchase additional parking.

CARPARK ENTRY POINTS

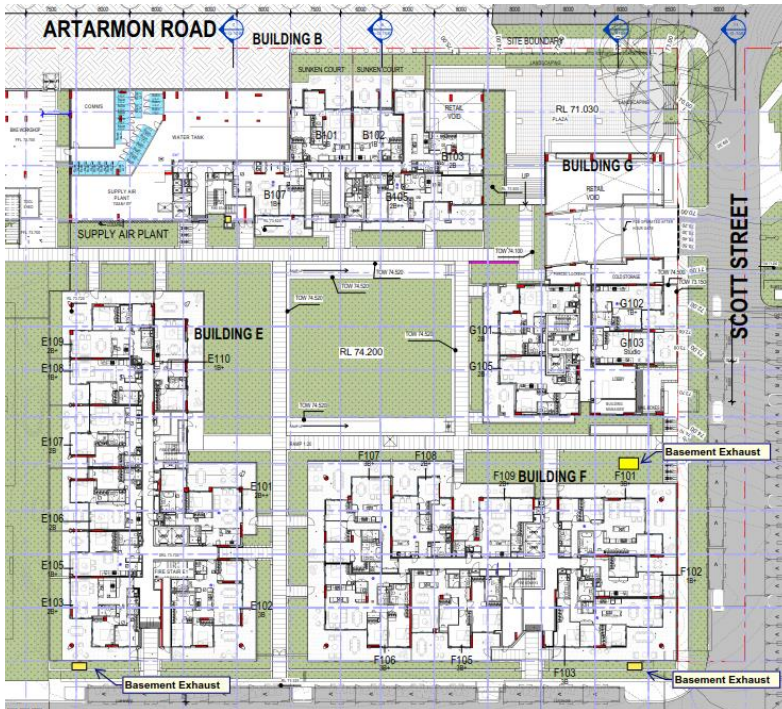
There are two entrance points for the shared basement within the precinct. The main entrance, where the loading dock is located, is underneath Building G on Scott Street. The second entrance is underneath Building D on Scott Street. See below for basement entry mark-up. The main carpark entry/exit loading dock is approximately 4.5m and the secure residential parking area within the basement is approximately 2.2m.



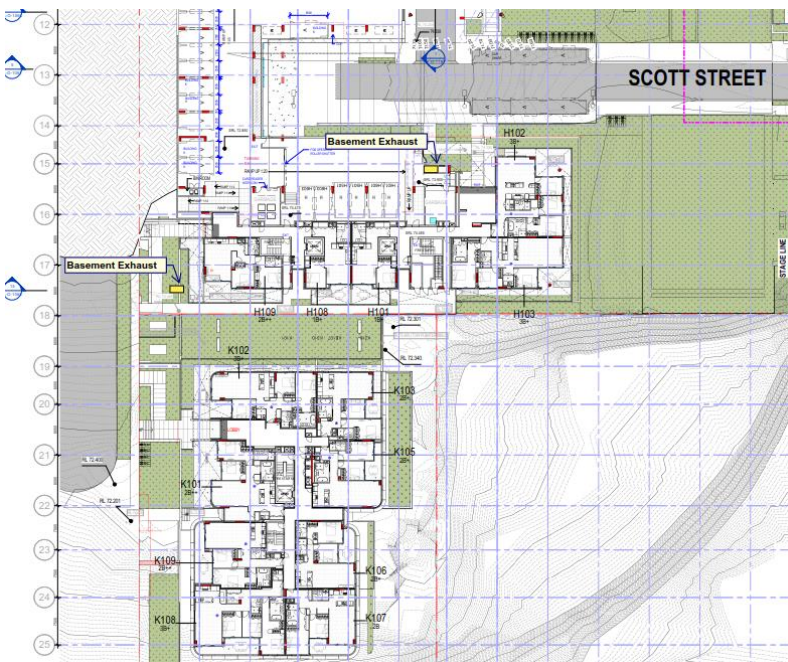
BASEMENT EXHAUST LOCATIONS

See below plan for basement exhausts intake/outlets on the ground floor.

Stage 1



Stage 2



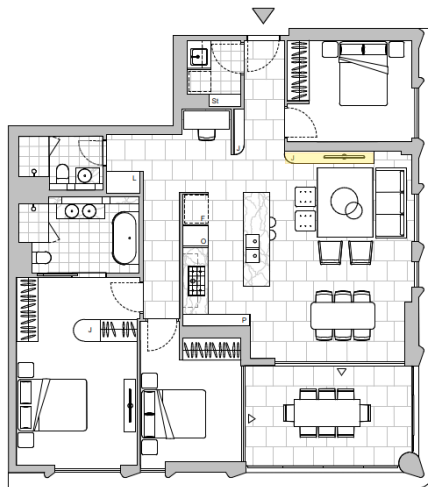
STORAGE

In addition to general storage in kitchens, bathrooms and bedrooms, the following minimum storage volumes (apartment and basement storage) are included in order to meet ADG storage requirements:

Dwelling Type	Storage Size Volume
Studio Apartments	4m ³
1 Bedroom Apartments	6m ³
2 Bedroom Apartments	8m ³
3+ Bedroom Apartments	10m ³

A minimum of 50% of the required storage is to be located within the apartment. The remaining balance of storage will be located within a basement storage cage. Where provided, most storage cages will be enclosed by chain wire. Purchasers are to supply their own padlock systems. Some cages will have different ceiling heights due to structure and services and are subject to change during construction.

Some apartments will include custom low height TV joinery units for additional storage if required. This joinery is noted on relevant sales plans. See example sales plan for reference.



BIKE STORAGE

A number of bike storage racks and rails are proposed to be installed throughout the project. These are primarily located in the basement however there are also bike rails located in the publicly accessible open space, usually close to building entrances. It is proposed that the bike storage would have secure access (i.e. require a fob to open) similar to all the other resident areas within the basement. The approved DA also includes a bicycle storage room where further racks are proposed to be installed for use by the residents. We are also exploring the inclusion of a small bicycle workshop area in the lower floor of the proposed community building; however, this is still subject to detailed design and relevant approvals from Council.

ADAPTABLE APARTMENTS

In accordance with the Willoughby Development Control Plan, 50% of apartments were nominated at the time of submission of the Development Application as capable of being adapted for an occupant with a disability in accordance with the relevant codes. These apartments will look the same as non-adaptable apartments. Please refer to **Annexure 1** for list of adaptable apartments. Occupants who wish to adapt one of the selected apartments will be required to make modifications to the apartment to suit their individual requirements. There will only be a limited number of adaptable car spaces in the basement, therefore purchasers should not expect an adaptable car space when buying an adaptable apartment.

TITLING

The development will be subdivided into four residential stratum lots and one retail stratum lot. The Loft Building at 6 Artarmon Road is intended to form a separate standalone lot. Each residential Stratum Lot will be further subdivided into its own residential Strata Scheme. Facilities shared between the stratum lots will be managed by a Building Management Committee under a Strata Management Statement. The maintenance of the roads, streetlights, pathways, underground services and landscape / playground within the development, will be a shared cost which each lot Owner will pay through the strata levies.



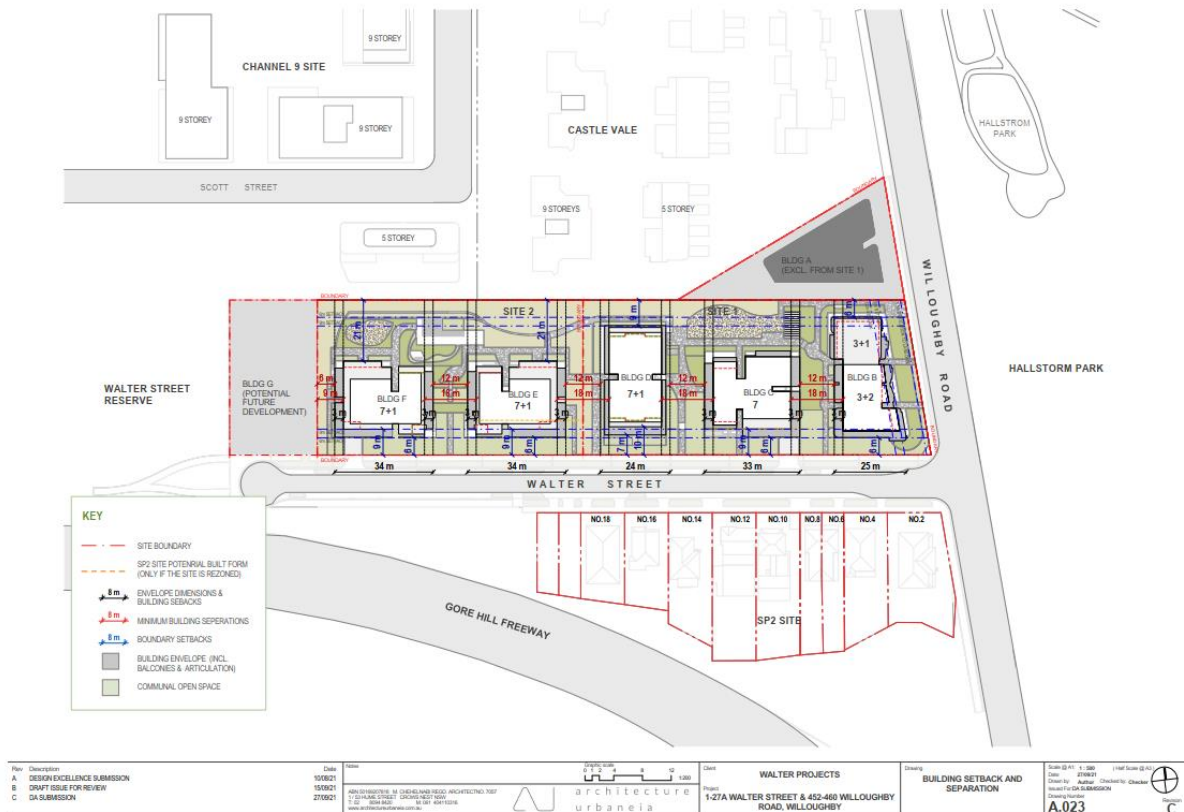
STREET NAMES & NUMBERING

NINE by Mirvac will be bordered by Artarmon Road, Richmond Avenue and Scott Street. Each building will have a separate address. The buildings addresses are yet to be finalised.

PROPOSED DEVELOPMENT TO OUR SOUTHERN BOUNDARY

- Name: Walter Projects
- Surrounding residential development
- Address: 452-460 Willoughby Road and 1-27a Walter Street, Willoughby – located South/South East of NINE by Mirvac.

- **Site Area:** 14,579 sqm
- **No. of Buildings:** 5 residential buildings
- **Storeys:** Buildings range between 4 – 9 levels
- **No. of Apartments:** 164 apartments
- **Status:**
 - Planning Proposal to rezone the land to R4 High Density Residential approved in 2020.
 - Demolition commenced in August 2021.
 - Development Applications lodged to Willoughby Council and approved.



PROPOSED BEACHES LINK TUNNEL

The proposed 'Beaches Link Tunnel' is a State Government transport infrastructure project proposing vehicular tunnels from the Northern Beaches, under Middle Harbour, connecting to the Gore Hill Freeway and the Warringah Freeway. The Environmental Impact Statement for the proposed 'Beaches Link Tunnel' was exhibited for approximately 3 months from 9 December 2020. Mirvac is not aware of the current status of the project however understands that the exhibited documents indicated plans for the proposed tunnel to run beneath NINE by Mirvac at a depth of approximately 40 metres. It is understood that a ventilation point for the proposed tunnel is proposed to be located approximately 500m southwest of NINE by Mirvac in the Artarmon Industrial Precinct.

Mirvac has obtained preliminary geotechnical and acoustic advice in relation to the information which was exhibited in relation to the proposed tunnel. Given the proposed depth of the tunnel below the site, it was advised that noise and vibration impacts during the operation of the tunnel are unlikely to be an issue or affect the site and future residents based on the exhibited information. It was noted that, if the project proceeds as exhibited, tunnelling works may be noticeable to future residents while the excavation of the tunnels takes place.

A disclosure item in relation to the proposed Beaches Link Tunnel will be included in the Contract for Sale.

For further information please refer to the following link: <https://www.rms.nsw.gov.au/projects/western-harbour-tunnel-beaches-link/index.html>

LANDSCAPING AND PUBLIC DOMAIN



THE GATEWAY



Between Artarmon Road and the proposed level of the Gateway and Henderson Park, there is an approximately an eight-metre level change. This enables an opportunity to open up the site to the larger

context of the city to the south, creating an experiential and visual link between Henderson Park and the green belt below the site. A 3-step landscape design solution softens the level change and offers an activated edge to the parks which will aim to invite the public into the site. A public lift and a generous staircase will gently take the user into the interior of the site. A simple lawn and a feature Jacaranda tree provide a clear, delineated space for community uses to spill from the Community Pavilion, which is a simple but refined multi-purpose structure spanning two levels.



GATEWAY HUB

The Gateway (community) Pavilion will be a simple and refined structure that serves as an open plan multi-functional space for the community and local residents which will help to activate the adjacent outdoor open spaces.

The building intends to offer three functions, combining a multi-use space, workshop and community garden. The main multi-use space will be accessed from the terrace level and will be bookable by Council, the local community and residents for gatherings such as meetings, parties and events. It can also host art classes, yoga, and private celebrations. The community garden provides a double height space for display and propagation of plants. The lower level of the building is proposed to house a bike hub and mechanic bike workshop. The building is supported by back of house space which includes toilet facilities and a small kitchen.

Design and functionality of the Gateway Pavilion will contribute to the site's urban outcome, expressing a unique but cohesive architectural language as a space that is truly valued by the community and future residents.

The community pavilion will be strategically designed to consider the amenity impacts on adjoining Buildings A and B. It is placed at the level of Henderson park, along the edge of Building B. The pavilion will

be screened to the east facing Building B. The intentional placement of the building is well thought-out to mitigate any privacy and acoustic concerns relating to Building A, B and E.

Disclaimer: The community pavilion is currently still under design and therefore high-level advice is required.

HENDERSON PARK

Henderson Park is the central core of the site, linking Stage 1 and Stage 2 together whilst also connecting the North of the site with the South improving legibility of the site. The landscape design of Henderson Park enables the residents and the public to walk straight through the site landing at The Lawn and Parabol Park, encourages interaction between residents, and the public through nature and landscaping. Henderson Park will create a meandering journey through the open spaces and foster opportunities to stop, discover relax and socialise.



THE LAWN

The Lawn is the destination for active and recreational uses at the site. Approximately 500sqm, the landscaped area provides the perfect place to kick a ball and enjoy the views over the Walter St Reserve tree canopy. The Lawn will feature undercover BBQ facilities and built-in furniture for outdoor picnics and BBQ for both residents and the general public. The location of these facilities connect The Lawn with Parabol Park enabling access to publicly accessible spaces. Its proximity to Parabol Park and the BBQ facilities make this space the perfect place for fresh-air outdoor gathering. The space will also feature provisions to allow food trucks to set up within the site. This will create a further connection between residents and the broader community enabling activation within the space.



The location of these facilities connect The Lawn with Parabol Park enabling access to publicly accessible spaces. Its proximity to Parabol Park and the BBQ facilities make this space the perfect place for fresh-air outdoor gathering. The space will also feature provisions to allow food trucks to set up within the site. This will create a further connection between residents and the broader community enabling activation within the space.

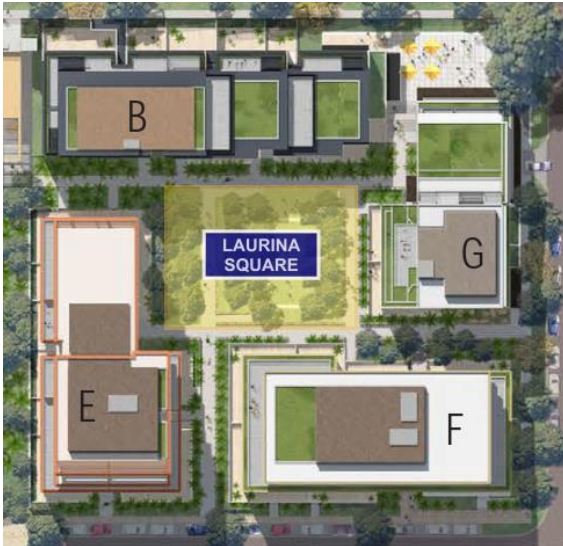
PARABOL PARK



The playground will feature nature play and a bespoke play equipment that pays homage to the history of the site as the home of television. It is Mirvac's intention that parts of the bespoke playground will be made out of repurposed sections of the TX Tower. Materials such as wood, stone and concrete will be predominant, with an intention to re-use existing material from the site.

LAURINA SQUARE

As well as the publicly accessible open space, residents will also have access to a private communal landscaped area. This space will be locked to the public and accessible via a fob which purchasers will receive on settlement. Laurina Square will be a place for residents to enter a space of privacy from the public. Designed to feel mature and natural, this space will feature a combination of trees and soft planting, inspired by the native woodland park. Whether arriving home, or enjoying the gardens, residents are able to experience the softness of the planting.



TRANSITIONAL AREAS

The transitional areas between the public spaces and residential lobbies, utilise a change in scale and planting in order to achieve special hierarchy. The materiality is consistent with the site palette, while at the same time being becoming more sophisticated and defined upon approach to the building entries. Lush vegetation, ferns and other shade-tolerant plants are proposed for these areas.

RETAIL AMENITY

THE PLAZA

The Plaza is located on the corner of Artarmon Road and Scott Street. Flanked by approximately 300 square metres of retail space, the plaza provides the perfect location for a community meeting point. The Plaza will create a further connection between the residents and the public, acting as a lively gathering place for everyone. It is envisioned that the retail will be tenanted by food and beverage operators, for example a café, giving life and light to this key site entry point. The Plaza is the social space that will be activated from early mornings through to the evening by food. As it is situated in a highly residential area, not only will NINE by Mirvac residents be in close proximity, Castle Vale and the neighbouring residential streets will also benefit from the retail amenity. With the ideal location for both residents and the public, the Plaza will create an atmosphere that can be enjoyed by both.



THE LOFT

The Loft is the only building that has been retained on the site following Channel Nine's departure in November 2020. The building was constructed in the 1970's as a warehouse designed to store and house props on the loft level on the first floor (hence the name 'The Loft'). More recently the building was used as offices for the production teams behind The Today Show and Lego Masters. Under the Concept Plan approval for the site, the building was required to be retained and used for retail/commercial use into the future.

Designed and documented by Mirvac Design and constructed by CD Construction Group (Marrickville Library), the building has been reimaged as a boutique destination style retail building. The façade alterations retain the existing structural bones of the building but introduce permeability and memorability by transforming the street presence of the building with large arched portal windows on the North and

West façade. Aluminium cladding wraps the parapet of the building, concealing the ridge roof and services below. The high-end textured render finish to the North and East facades has been inspired by high end retail fit outs from designer labels such as Zimmermann and Acne. The building has been extensively refurbished to meet current BCA requirements and to ensure the building is fit for purpose for retail / commercial use into the future.

Given the high-end finish of the building and separation from the wider precinct, it is fitting that The Loft is initially used by Mirvac as the display gallery and display apartment for the project. Mirvac Construction will use a portion of area on the first floor as their project office during this time as well. Following the conclusion of these uses, the fit out will be stripped out so the building can be tenanted for its final use (retail/commercial). No changes to the façade/architecture of The Loft are proposed to accommodate this change of use as all requirements were initially coordinated in the cold shell building design when the works were undertaken in 2020/21.

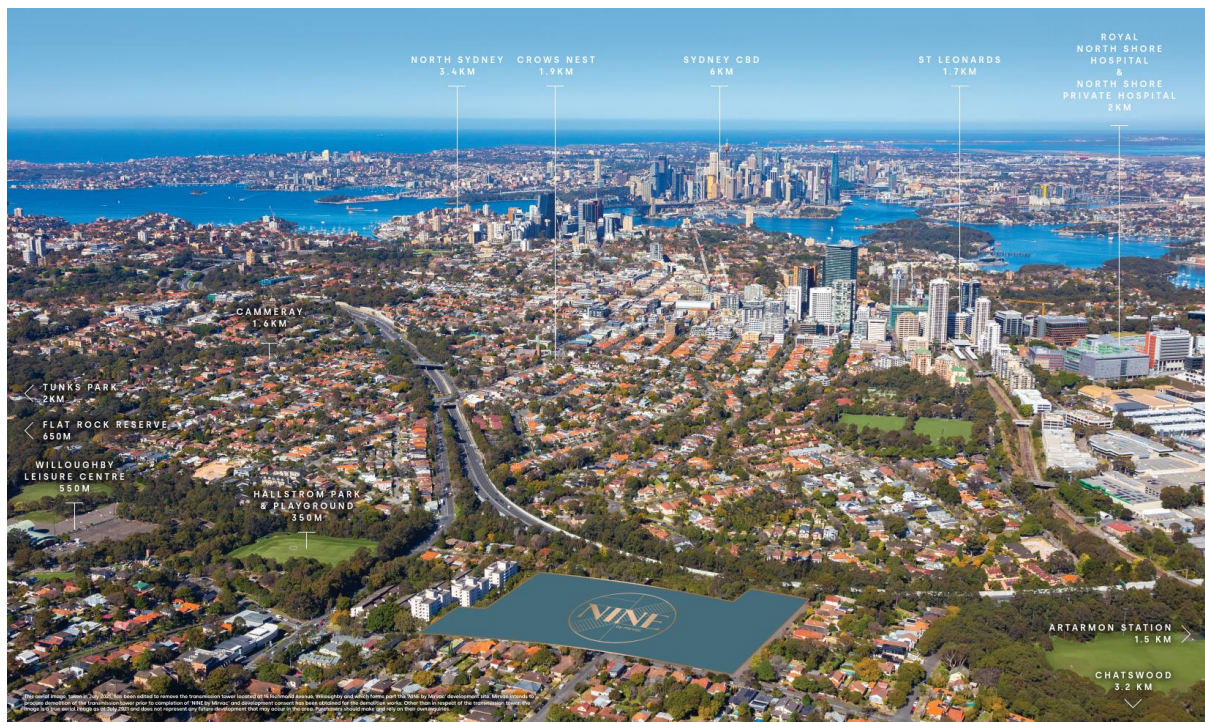
At the time of writing a tenant is yet to be secured for The Loft building. As a guide, convenience retailers (such as a greengrocer, provedore or small-scale supermarket) or a restaurant operator has been envisaged for the ground floor of the building. The first floor has been designed to support low impact use and is flexible enough in its interior arrangement to accommodate 1-2 commercial suites that could include medical practitioner offices or a bespoke gym / studio space (such as pilates or barre).

The Loft is the first building delivered by Mirvac on the NINE by Mirvac site. It will set the tone with customers and community for what to expect within the precinct and as such has been built to the same care, quality and attention to detail that is typical of any other product delivered by Mirvac.

SURROUNDING AREA

OVERVIEW

Willoughby is located on Sydney's Lower North Shore approximately 6km north of the Sydney CBD, with North Willoughby to the north, Naremburn to the south, Northbridge to the east and Artarmon to the west. Willoughby is a well-established suburb surrounded by publicly accessible parklands and recreational areas.



LOCAL FEATURES

Nearby Childcare

Tree of Life Early Learning School	North Shore Childcare Centre
Mowbray Place Early Learning Centre	Shore Preparatory School
Willoughby Community Preschool	Willoughby Kids House

Catchment Public Schools

Willoughby Public School	Willoughby Girls High School
Chatswood High School	

Private High Schools

St Pius X College	Mercy Catholic College
Shore School	Marist College North Shore
Glenaeon Rudolf Steiner School	Wenona School

Nearby Hospitals

Royal North Shore Hospital	The Mater Hospital
Royal North Shore Private	Crows Nest Day Hospital

Main Retail Precincts

Chatswood Westfield	Cammeray Square
Chatswood Chase	Crows Nest Retail and Dining Precinct

Nearby Parks

Bicentennial Reserve	Artarmon Reserve
Tunks Park	Naremburn Park
Bales Park	Willoughby Park

Services

<u>Post Office</u>	<u>Medical Centre</u>
Willoughby Post Office	Willoughby Medical Practice
59 Penshurst Street, Willoughby	160 Mowbray Road, Willoughby

Supermarkets

<u>Coles</u>	<u>Woolworths</u>
101-110 Willoughby Road, Crows Nest	10 Falcon Street, Crows Nest
<u>Harris Farm Markets</u>	<u>Aldi</u>
201 High Street, Willoughby	256-260 Victoria Avenue, Chatswood

Café / Restaurants

The Incinerator

2a Small Street, Willoughby

Braci Osteria & Pizzeria

Shop 5/183-191 High Street, Willoughby

Little Giant Roasters

525 Willoughby Road, Willoughby

La Botte

608 Willoughby Road, Willoughby

Other

Willoughby Leisure Centre

2 Small Street, Willoughby

Northbridge Golf Course

296 Sailors Bay Road, Northbridge

TRANSPORT

Willoughby is well connected to the CBD and surrounding suburbs through major freeways and public transport networks.

Train

As the crow flies, the development is located approximately 1.0km east of Artarmon Station and 1.2km north of St Leonards Station. Both of the stations are located along the T1 North Shore Line which connects directly to the city and around to the T1 Western Line.

From Artarmon Station:

- 2 Minutes to Chatswood Station, change here for Sydney Metro Line (North West Line currently available, offering trains from Chatswood to Tallawong)
- 11 Minutes to North Sydney Station
- 17 Minutes to Wynyard Station
- 25 Minutes to Central Station

Information regarding the train timetable for the T1 North Shore Line can be found here:

<https://transportnsw.info/routes/details/sydney-trains/t1/020t1>

Bus

The bus network surrounding the development is very efficient with buses traveling into the city every 2 – 5 minutes during peak times.

Route

120 – Chatswood to City QVB

- *Recommended Bus Stop* : Willoughby Rd at Small St
 - 8 Minutes to Wynyard
 - 15 Minutes to QVB

120 – City QVB to Chatswood

- *Recommended Bus Stop* : Willoughby Rd at Armstrong St
 - 12 Minutes to Chatswood

Bicycle

- 7 Minutes / 1.8km to Artarmon Station
- 10 Minutes / 2km to Crows Nest Retail and Dining Precinct
- 15 Minutes / 3.5km to Chatswood Station
- 18 Minutes / 4.1km to North Sydney Business District

Walking

Destinations such as Willoughby Leisure Centre, Bicentennial Reserve Oval and Artarmon reserve and a number of bush walking tracks are in very close proximity to the site, including Flat Rock Gully Walking Track which leads down to Tunks Park and continues through to Northbridge Golf Course. In addition, it is an easy 2km walk straight down Willoughby Road to the Crows Nest retail precinct where various supermarkets, restaurants and cafes are located.

SECTION 2

PRODUCT DESIGN

MEET THE TEAM

DEVELOPER – Mirvac Group

Mirvac Group is a diversified property investment and management group in Australia, made up of investment, development, and asset management. With almost 50 years of experience, the Mirvac Group has built a reputation for delivering quality product. The level of quality in every Mirvac developed property is manifested through innovative planning, meticulous design and a high standard of construction. When purchasing a Mirvac residence, purchasers have the comfort of Mirvac’s experience and reputation.

BUILDER – Mirvac Construction

Mirvac Construction is one of Australia’s leading building contractors and employs more than 450 highly skilled professionals, providing construction services across all asset classes in which Mirvac operates. These services include project planning and programming, cost planning, project and design management, and site and HSE management. The total control Mirvac exercises over the entire development process, from concept to completion, is the major defining influence in Mirvac’s ability to continually create products of uncompromising quality and value. A large portion of control of the process is derived from utilising a construction team, that has years of construction experience across Australia.

DESIGN – Mirvac Design (In collaboration with CHROFI & MIM Design)

Mirvac’s award-winning internal design team is a diverse team of professionals working together to create amazing places for people through urban design, architecture, and interior design. Since the company’s inception, design has always been at the core of Mirvac. Co-founder Henry Pollack, an esteemed Sydney Architect, instilled a vision within the company that is as relevant today as it was in 1972. Mirvac’s legacy projects and industry reputation are a showcase of the lasting impact Pollack made on the company.

Mirvac design has been responsible for the design and/or design management of the following significant projects:

- The Eastbourne, East Melbourne
- The Moreton, Bondi
- Quay West, Sydney, Brisbane, Melbourne
- Waverly Park, Mulgrave
- Walsh Bay, Sydney
- Newington (Olympic Village) Homebush
- The Melburnian, Melbourne
- Forge at Wharf’s Entrance, Melbourne

- Quay Grand, East Circular Quay
- Beacon Cove, Melbourne
- Beachside, Leighton Beach WA
- The Point, Mandurah WA
- Magenta Shores, NSW
- Yarra’s Edge (Park Precinct), Melbourne
- Laureate, Albert Park, Melbourne
- Harcrest, Wantirna South
- Harold Park, Sydney
- Union at Waterfront, Brisbane
- Montage, Double Bay
- The Peninsula, Perth
- Cutters Landing, Brisbane
- Tennyson, Brisbane
- Yarra’s Edge (Marina Precinct), Melbourne
- Yarra’s Edge (River Precinct), Melbourne
- Enclave, Ascot Vale
- Era, Sydney
- Pier at Waterfront, Newstead
- Green Square Stage 2, Sydney

Many of these projects have won numerous design and construction industry awards by recognised bodies such as the Property Council of Australia, the Urban Development Industry of Australia and the Housing Industry Association.

ARCHITECT – CHROFI

CHROFI is an architecture practice with broad interests and skills that extend from building design to strategic urban thinking and place making. The firm is known for its ability to generate clear, captivating, strategic ideas that drive better outcomes for each project. They see design as a tool to realise both commercial and public value, not just one or the other. Chrofi does this by looking beyond the site and brief to see the broader potential of the project as the starting point on the journey to a better design. CHROFI have been involved in the master planning and design of the site since 2016, having won the design competition undertaken for the Concept Approval of the site. Previous projects designed by CHROFI include:

- Harbord Diggers, Freshwater
- The Good Line, Sydney
- Maitland Riverlink, Maitland
- TKTS Time Square, New York
- Twenty95, Manly
- Mezzo, Glebe

INTERIOR DESIGN – Mim Design (In collaboration with Mirvac Design)

Mim Design is an award-winning Melbourne-based interior architecture practice known for its creativity, high end finishes and attention to detail. Mim Design is a studio well regarded for its highly tailored and personalised client strategies from concept to delivery. Recognised nationally and internationally, Mim Design has spent more than 20 years curating a diverse portfolio spanning high end residential, retail, hospitality and corporate projects. More recently the studio, guided by founder and managing director

Miriam Fanning, has expanded into five-star hotels, custom multi-residential interiors, external design and furnishings. MIM Design have been involved in the interior design of many projects including the following:

- Iluka, Mona Vale
- Bower, Manly
- Munro House, Elizabeth Bay
- Darling, South Yarra
- Norfolk, Burleigh Heads
- Helm, Melbourne

LANDSCAPE ARCHITECT – MCGREGOR COXALL

McGregor Coxall are a multi-disciplinary design firm located in Australia, China and the UK. They combine their international expertise and experience, with local knowledge and sensitivities to deliver design solutions for complex urban and environmental challenges, understand how vital good places are to the success of cities, towns and developments. The working culture at McGregor Coxall blurs the boundaries between design and engineering, allowing them to integrate technical and design excellence while weaving culture, ecology and artistic elements into the design. McGregor Coxall approach all their projects with innovative and contemporary design thinking while ensuring that budgetary and programmatic requirements are met. Solutions need to be cost-effective, efficient, sustainable and delivered in an environment in which risks are managed. Quality design in the built and natural environments is achieved through a close and seamless working relationship with clients and project teams. With extensive experience in multi-disciplinary projects the team ensures cohesion across the project delivery team, design leadership and sub-consultants. McGregor Coxall have been involved in the landscape architecture of many projects including the following

- The Calyx, Royal Botanic Gardens
- Ballast Point Park, Birchgrove
- Blacktown Showground
- USYD School of Business
- Yarra River Biodiversity Link
- NGA Australian Gardens, Canberra

SHAPING NINE BY MIRVAC

SUSTAINABILITY AT MIRVAC

Mirvac prides itself as an industry leader when it comes to sustainability. Throughout all our projects whether apartments, offices, homes or communities, Mirvac continues to display innovative ways to ensure our buildings environmental footprint is minimised. Our commitment towards delivering world class projects is driven by the organisation's recently updated sustainability strategy: 'This Changes Everything'. The strategy is underpinned by six focus areas: Climate Change, Natural Resources, Our Community, Social Inclusion, Our People and Trusted Partner (summarised below).



This Changes Everything

by mirvac



Furthermore, Mirvac has identified ambitious missions under each one of these guiding principles, which ensure we continue to create outstanding living environments for years to come. This approach is based on a rich history of achievements that demonstrate our capability to deliver sustainable projects. Some recent examples include:

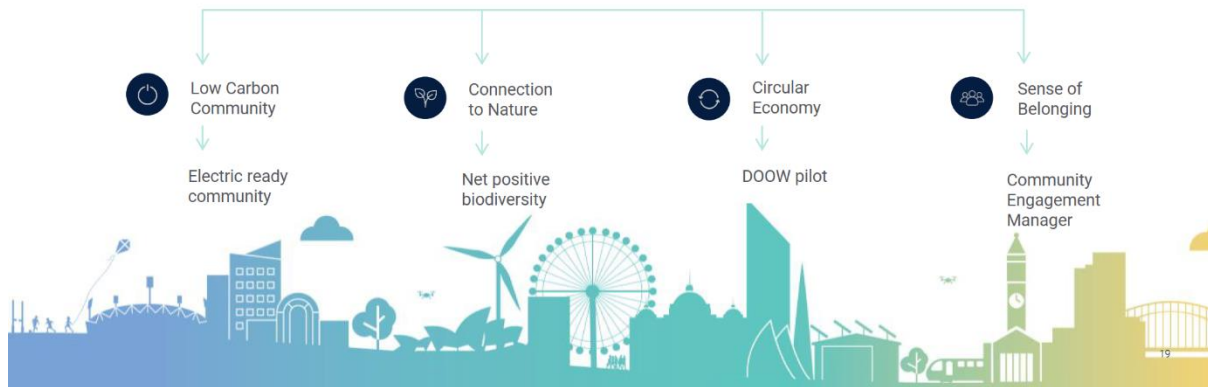
- Marrick & Co is the first project in NSW to be recognised by Bioregional Australia as a One Planet Living Community. One Planet living is a vision for the world where it's attractive and affordable for people to live within their fair share of the earth's resources.
- In an effort to develop affordable, self-sustaining master planned communities in the future, Mirvac has just finished its House with No Bills study in Melbourne. The study set out to deliver a home without energy bills. The home looks, feels and operates the same as a typical home but has been designed to reduce its reliance on electricity to the point where it will not generate any bills.
- Delivering 49 homes at Altona North in Melbourne as zero energy design homes. These have homes been designed to produce as much energy as they use over the course of a year.
- Delivering 79 townhomes at Woodlea in Melbourne with solar and battery systems and household energy monitoring.

In 2017 Mirvac Group was named the world's most sustainable real estate by the globally renowned Dow Jones Sustainability Index.

SUSTAINABILITY FRAMEWORK FOR NINE

To deliver outcomes that are **valued by our customer**, outcomes that can be **seen, tell a story and reduce ongoing costs**.

To **engage with the local community**, bringing them along on the **journey** and have them **play a part**.



Low Carbon Community – A project that pushes the boundaries to deliver a solution to energy that hasn't been available before and is focussed on reducing operating costs and emissions for future customers

Connection to Nature – A place where the natural site attributes are exposed, connecting the resident community to the history of the land, and their surroundings.

Circular Economy – Creating a sensory and physical connection to the history and operation of the site (from acquisition through to delivery and occupation) through the reuse of materials.

Sense of Belonging – A safe place that feels like home from day one.

NINE by Mirvac anticipates the apartments to achieve an average NatHERS rating of 7 and intends to future proof the development to be all-electric (as best as possible) as well as building a completely all-electric building. In its commitment to be net positive in carbon by 2030 and to empower customers to achieve their own sustainability goals, Mirvac has incorporated a range of active and passive sustainability measures into the design and construction of NINE by Mirvac. Our Planet Positive program extends beyond environment considerations, embracing social and wellbeing initiatives that lead to strong and resilient communities. The sustainability efforts displayed at NINE by Mirvac are listed below:

- Solar panels on roofs of buildings D, E and F which will be used towards powering the common areas
- Rooftop rainwater catchment system to capture rainwater from rooftops and reuse to irrigate the public domain
- Use of bathroom pods which are manufactured off site, achieving greater quality control, reducing waste; and construction and installation timeframes

- Provisioning for operation of a car share scheme from within the site
- Inclusion of EV charging bays within the visitor parking areas, as well as provisioning for purchasers to upgrade their parking spaces to include EV charging or install one themselves post completion.
- Dedication of over 4% affordable housing lots to Willoughby City Council on completion of the project
- Luma (Bldg K) (on the site of the former TX Tower) will be completely all-electric, including induction cooking throughout and fully electric hot water systems.
- Provision for all apartment to easily remove the gas top and replace it with an induction cooktop by installed a GPO underneath cooktop.
- Close location to the Sydney CBD and existing public transport links, pedestrian links and cycleways encourages use of public transport and active transport options
- Planting approximately 70% endemic species within the landscaping to repair and enhance the local landscape.
- All external glazed windows and doors are double glazed for improved thermal quality and acoustic attenuation
- Provision of individual fan coil units to each bedroom to allow for greater temperature control within each area of each dwelling, and therefore the ability to heat and cool homes in a more energy efficient manner

SERVICES

INTERNAL LIFTS

Buildings A, B, C, D, E, F, H will be serviced by two (2) lifts. Buildings G, H, K will be serviced by one (1) lift due to the small number of apartments per floor and the boutique nature of the buildings.

Final lift details are subject to change during detailed design documentation.

Speed:	1.00 m/s
Load:	1,200 kg
Passenger capacity:	16 people
Height to ceiling:	2700 mm
Car dimensions:	1400 mm (W) x 2000 (D)
Door size:	1000 mm (W) x 2100 (H)

EXTERNAL LIFTS

An external lift will be provided to allow both residents and the general public to access the Gateway from Artarmon Road.

AIR CONDITIONING

All apartments will be provided with a variable refrigerant flow air conditioning system to provide heating and cooling. The variable refrigerant flow air conditioning system provides air conditioning to all bedrooms and living/kitchen areas simultaneously.

Each bedroom and living/kitchen area will have a dedicated air conditioning unit that can be controlled independently of all other air conditioning units serving the apartment.

This system provides greater flexibility and is more energy efficient than traditional ducted air conditioning systems. If an occupant wishes to condition their bedroom without conditioning the living room or other bedrooms at the same time, they can. The flexibility is also offered to allow the occupant to condition all rooms at the same time.

The air conditioning system controllers provide time settings, fan speed and temperature selection from the controller location (One per air conditioning unit, noting each apartment has multiple units).

The air conditioning system can be controlled via an App if the Smart Tech Upgrade packages are chosen. This will allow the occupant to control their air conditioning from anywhere as long as there is a working internet connection.

The system does not have a day/night function.

It will not be possible nor necessary to retro fit any apartment at Nine by Mirvac with additional AC systems.

AIR CONDITIONING CONDENSERS

A detailed acoustic assessment has been carried out by our specialist acoustic consultants to ensure that any noise or vibration which may be generated by the condenser units meets relevant Australian Standards and National Construction Code requirements. The specialist acoustic consultant has also stipulated a number of measures which may include insulation and vibration mounts to further reduce any noise or vibration which may be generated by the condenser units. With regard to the air which is expelled from the units, this is just hot air which is discharged to above.

EXHAUST FAN TO BATHROOM & LAUNDRY

Each building has a central toilet/laundry exhaust system discharging on the roof. Each apartment will have a motorised damper that opens as required to provide exhaust ventilation to the wet rooms. The damper has a timer which will automatically open/close the damper based on the light switch position. The motorised damper opens when the light switch is turned on and remains open for a predetermined amount of time after the light has been switched off.

The laundry is fitted with a dedicated dryer power point interconnected to the motorised damper. The damper will automatically open while the dryer is in operation and will automatically close after a fixed

time when the dryer stops. Both the kitchen and laundry exhaust are directed out through the vents on the balcony to ensure the air doesn't get trapped within the apartment.

CEILING FANS

Please be advised that certain apartments will receive a ceiling fan in the living room in addition to the standard finishes and allocated upgrades in the apartments. The ceiling fans have been included to improve the sustainability performance and energy efficiency of the apartments.

The below apartments in this release will have a ceiling fan in the living room:

- 1 Bedrooms
 - Lot 1 Sharpestone
 - Lot 2 Sharpestone
 - Lot 4 Sharpestone
 - Lot 6 Sharpestone
 - Lot 7 Sharpestone
 - Lot 69 Marion
 - Lot 79 Marion
 - Lot 14 Sharpestone
 - Lot 74 Marion
 - Lot 75 Marion
 - Lot 76 Marion
 - Lot 78 Marion
 - Lot 81 Marion
 - Lot 82 Marion
 - Lot 83 Marion
- 2 Bedrooms
 - Lot 3 Sharpestone
 - Lot 5 Sharpestone
 - Lot 10 Sharpestone
 - Lot 13 Sharpestone
- 3 Bedrooms
 - Lot 9 Sharpestone
 - Lot 70 Marion
 - Lot 71 Marion
 - Lot 77 Marion

ELECTRICAL / DATA / COMMUNICATIONS

GENERAL

All apartments will have access to Fibre to the home (FTTH) premises. Telephone and internet services will be available via this fibre connection.

NBN CONNECTION

To distribute the NBN connection (or equivalent fibre network), a structured wiring system will be included as a standard to all apartments. Phone and data outlets will be provided in each apartment.

TELEPHONE SERVICES

Telephone services will be available to each individual apartment via fibre connection. NBN (or equivalent wholesale provider) will maintain this connection as per the standard agreement to residential customers. Customers are responsible for entering into their own agreement with a telephone service provider.

INTERNET

Internet connections will be available via the National Broadband Network or equivalent certified fibre to the home (FTTH) premises provider (subject to the individual plan purchased). The hardware required to connect to the fibre network will be provided by NBN in each apartment. 2. A double data point (RJ45 with CAT6 cabling) is proposed to be installed in the living rooms and study rooms (where applicable). No data points are proposed to be installed in the bedrooms. It is the responsibility of each resident to engage an internet service provider to activate their connection.

FREE TO AIR TV

Free to air TV will be available through connection to an antenna which is located on the roof of each building. Free to Air may also be streamed via the internet.

PAY TV

Provision for Pay TV is provided via a satellite dish which is located on the roof and will be maintained by the Owner's Corporation. Purchasers will be required to set up pay TV should they wish to utilise this service.

INTERCOM

Intercoms are located at the ground floor building entry points and are connected to a colour audio visual handset in each apartment. Residents can release the building entry door and provide carpark and lift access to visitors from their intercom. The audio-visual intercom will be in the kitchen/living area.

USB POINTS

USB points will be provided in all apartments. They will be located within the GPOs next to the master bed position, in the living area and on the splashback in the kitchen.

COMMON AREA SECURITY

All common areas will have 24hour CCTV surveillance and recording to the building perimeter and carpark entries. The car park entry doors will be controlled by card readers and remote control. External private areas are security controlled with CCTV and access control. Visitors will call the resident via the audio-visual intercoms located at access gates and the resident will permit access by pressing a button on their handset. The public open spaces will be provided with 24hour full coverage CCTV security to bring comfort to both residents and the general public.

TYPICAL GROUND FLOOR APARTMENT SECURITY

Courtyard apartments accessible from the street or from the publicly accessible space are provided with a back to base alarm type intruder security system utilising motion sensors. This is a standalone system that has the capability of being integrated with a home automation system in the future and be monitored by a third-party security provider. It is the responsibility of the resident to engage an integrator or security company as required.

External access gates to courtyards/street are equipped with electric strikes and audio intercom. Visitors will call the resident via the audio intercoms and the resident will permit access by pressing a button on their handset which will release the gate.

APARTMENT DOOR ENTRY

The apartment entry door lock will be a smart lock. This will allow residents to lock and unlock their entry door without a physical key. Residents can choose to either unlock the door by using the keypad on the lock or through an App on a mobile device. The features of the smart lock include:

- Unlock, manage and share virtual 'keys' instantly and remotely.
- Customise shared access by date and time period.
- Track lock use within the connected app.
- Remove any shared user with the swipe of a button.
- Weatherproof certification.
- Random code security.
- Mechanical key back-up.
- Integrates with other smart door locks, padlocks, and automated devices in the one application for user convenience.
- Auto unlock.

ELECTRIC VEHICLE CHARGING

Provisioning for EV charging will be made to certain areas of the basement around the lift cores. A limited number of purchasers will be able to choose installation of an electric vehicle charger as an upgrade option to a car space. EV charging will also be provided in some visitor parking spots.

PHOTOVOLTAIC SOLAR PANEL SYSTEM

There will be photovoltaic systems on the roof of buildings D, E and F which will generate electrical power that will be available for use to the common areas of the wider development. The energy generated by the rooftop solar panels is intended to be shared equally across the common property areas and used to power common property services, for example public domain areas, the carpark and the like. The power generated will offset the costs associated to power these common areas and may reduce operational fees associated with these areas which will benefit the customer.

COMMUNICATIONS

Each building is equipped with a communication rack. This means that WIFI can be installed in the corridors and carparks if required in the future.

FUTURE PROOFED DEVELOPMENT

Power provisions have been made to allow for the development to be totally powered by electricity (induction cooking and electric heat pump hot water) in the future, if required.

Note: Building K has centralised electric hot water and induction cooking as standard.

AUTHORITIES / BUILDING SERVICES

FIRE SAFETY

All apartments have a self-contained hard-wired smoke alarm system. If one alarm is triggered, it will cause all the other alarms within the apartment to sound. They will not however trigger the building's fire alarm. Smoke detectors will be installed in corridors and all common areas. These are connected to the building's fire alarm system. Activation of the fire alarm system will call the fire brigade.

All apartments and balconies are fully sprinkler protected to comply with the Building Code of Australia, Australian Standards or Fire Engineering Strategies. The car park is mechanically exhausted and fully fire sprinkler protected. Activation of the fire sprinkler system within the common areas or within an apartment will activate the building's fire alarm and call the fire brigade.

COLD WATER

A separately metered cold water supply will be provided to each strata lot and to common property. Residents will be required to liaise with the local water authority for owner billing details.

EMBEDDED NETWORK FOR COOKER GAS & HOT WATER

The Owners Corporation will enter into an agreement with an Embedded Network Provider who will manage the supply of gas to cooktops and hot water to each apartment by way of an Embedded Network and engage with retail energy providers for the supply of the services to the building. The Embedded Network Provider will manage metering and billing. Hot water will be billed based on each Apartment's consumption, cooker gas will be apportioned by Unit Entitlements (UEs) and will be included in strata levies. Induction cooktops, where chosen as an upgrade or in the instance of Building K, will be powered from the apartment electrical distribution board.

WASTE COLLECTION

Each typical floor lobby will have access to an E-Diverter chute for the disposal of general waste. The chute will discharge into a compactor located in a garbage holding room. Each level will have a bulky good room next to the E-diverter chute. This will provide a space for resident to dispose of larger items, such as cardboard, that will not go down the chute as easy. Waste will be taken from these rooms by the Building Manager and collected by the Council. Waste collection is covered by the Council rates payable by resident owners.

MAIL

All apartments will have individual letterboxes located in or near the lobby of each building. The mail room for the drop off of parcels will be provided in the lobby of Building G and will be available for use by all residents. All apartments will have access to shared parcel lockers located in the loading dock.

FAÇADE CLEANING & REPAIRS

Windows/walls that are safely accessible by owners from balconies or from the inside are to be cleaned by the owners in most cases. Inaccessible windows/walls and green walls/common property planter boxes are the responsibility of the Owners Corporation for each stratum and shall be cleaned/repared via abseilers or alternate solutions. It should be noted that some maintenance/repairs/cleaning may require access via apartments.

REMOVALIST / LOADING ARRANGEMENTS

Loading and unloading of furniture will occur from the loading dock located at level 1, accessible via Scott Street. All trucks must enter and exit the loading dock in a forward direction. A turn-table will be provided in the loading dock to assist large trucks in turning around. Coordinated by the Building Manager, access will be provided to the relevant apartment lift core. For some apartment buildings located away from the loading dock , a secondary smaller vehicle (e.g. a ute) will be required by the removalist for residents to transport goods closer to the lift core. All move ins/outs will need to be fully co-ordinated with the relevant Owners Corporation and Building Manager.

ROOFTOPS

The rooftops of all buildings are inaccessible to occupants. This area is accessible only to maintenance personnel, and other authorised users. The rooftop will accommodate apartment condensers, hot water plant, garbage exhaust, retail kitchen exhaust fans, stair pressurisation fans, supply air and television antenna/satellite and solar panels. Selected building rooftops will be landscaped to provide a green roof to the building.

CONSTRUCTION

STRUCTURE (SLAB, FRAME, BLOCKS ETC)

All buildings structure will be suspended concrete floor slabs and a combination of load bearing insitu or precast concrete wall and column elements. Thermal insulation is provided to comply with the BCA, NatHERS and Basix target.

EXTERNAL WALLS

External façade comprises high performing glazed aluminium framed windows.

- Buildings A,B, C, G – Brick cavity wall on lower levels and architectural aluminium cladding on top levels
- Buildings D & E – High performing aluminium window wall, architectural fins and feature GRC slab edge spandrel
- Building F – High performing aluminium window wall, architectural fins and feature precast concrete slab edge spandrel
- Buildings H, J, K – Brick cavity wall and feature precast concrete slab edges

EXTERNAL GLAZING

All windows/balcony doors are constructed of a high-performance double-glazing as the standard specification for the exterior. Additionally, window frames are generally full height where possible to maximise available views and light.

INTER TENANCY WALLS

Walls between apartments are constructed by fixing plasterboard lined light weight concrete insulation followed by an independent light weight stud wall fixed top and bottom, infilled with insulation and plasterboard lined light weight concrete. The inter-tenancy walls are dependent on the apartment configuration.

INTRA TENANCY WALLS

Intra tenancy walls are constructed of metal stud framing with plasterboard to both sides.

BATHROOM/ENSUITE

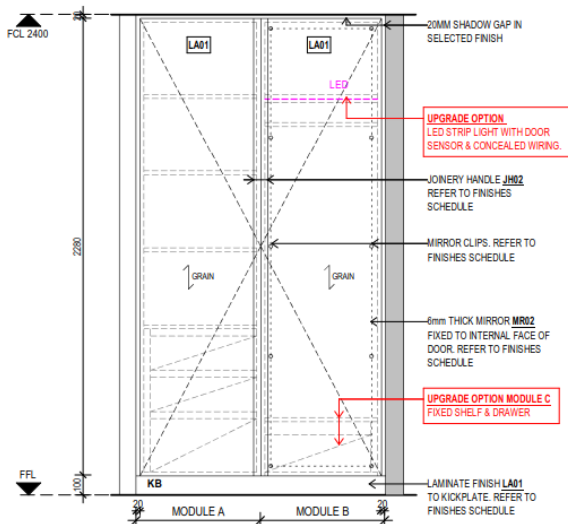
The internal walls are constructed of a metal stud with a moisture-resistant lining with nominated tiled/painted finish or similar.

JOINERY

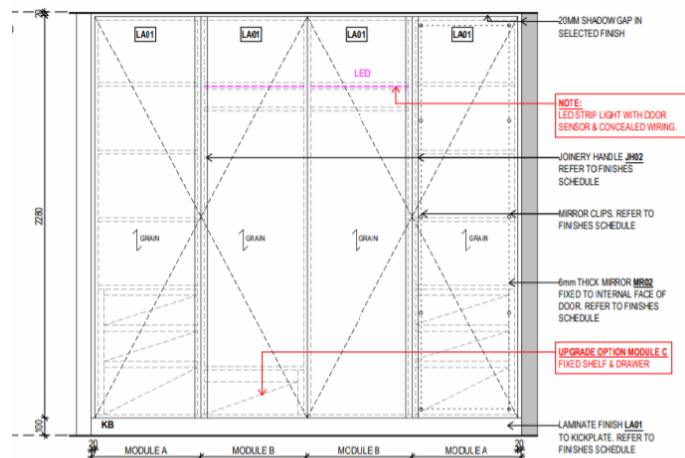
Timber look joinery and metallic feature joinery in kitchens.



Timber look wardrobe doors with internal melamine drawers, open shelving and a hanging rail. See below drawing for two examples of a typical fit out, one with a hanging rail and a set of drawers and other with two hanging rails and drawers.



4 ELEV - ROBE RH02
1:20



12 ELEV - ROBE RH04m
1:20

Master bedrooms to also feature laminate curved nightstand joinery with drawers where applicable.



Refer to the Finishes and Inclusions Schedule for further information.

TILES

Porcelain floor tiles in all living areas, kitchens, bathrooms and laundries as standard with carpet to all bedrooms. It should be noted that there will be diagonal cuts in the bathroom tiles to create a fall that is BCA compliant and encourages water to flow toward the floor waste. Refer to the Finishes and Inclusions Schedule.

FLUSH TRANSITIONS

Flush transitions between all spaces internally and out onto the balcony meaning no step up or down. Bathrooms entry thresholds to have a minimum possible step and in most cases be flush.

SHOWER SETDOWN

Bathroom floor levels will be consistent except for the showers which will have a 15mm set down to ensure BCA compliance and best water management practise within the bathroom.

DOORS

Entry

- Solid core door (painted finish). Typical height approx. 2040mm (including frame).

Internal

- Solid core door (painted finish). Typical height is 2040mm (including frame).
- Hollow core sliding door (painted finish). Typical height is 2040mm (including frame)

CEILING HEIGHTS

Ceiling height is defined as the distance between the finished floor level to the underside of the ceiling. The proposed ceiling heights for all apartments can generally be described as follows:

Apartment	Approx. Living Ceiling Height (mm)	Approx. Bedroom Ceiling Height (mm)	Approx. Wet Areas /Bulkhead Ceiling Height (mm)
All apartments	2700	2700	2400

The following penthouse apartments have higher ceiling heights:

Building	Level	Apt.	Type	Comment
E	9	E901	3Pr	3120 above kitchen, living and corridor where the slab is at a higher level
E	9	E902	3Pr	3120 above kitchen, living and corridor where the slab is at a higher level

Disclaimer: These are indicative ceiling heights only and are subject to change during construction without notice to the purchaser.

BALCONIES

SLIDING DOOR TO MAIN BALCONIES

All apartments will have a full height sliding doors connecting the living area to the balcony. Some apartments may also have a sliding door connecting bedrooms to the balcony.

BALCONY PAVER

All balconies are finished with a granite paver on terring rings arranged in a stretcher bond format. Drainage occurs in-between and below pavers.

BALCONY PLANTERS

Some apartments will have planter boxes located on the edges of the balconies.

Common Property Planters

- Form part of the building's common property
- Are not included within apartment strata allotment

- Will be maintained by the Owner's Corporation.
- This condition is noted on the relevant Sales Plan.
- Access via a resident's apartment may be required periodically for those that have planter boxes.

Please refer to **Annexure 2** for a full list of apartments with common property planters which will require access via the apartment for maintenance.

Strata Lot Planters

- Form part of the strata lot owner's allotments
- Will be maintained by the Owner of that lot
- This condition is noted on the relevant Sales Plan.

Please refer to Sales Plans for apartments with common property planters and strata lot planters.

BALCONY PROVISIONS

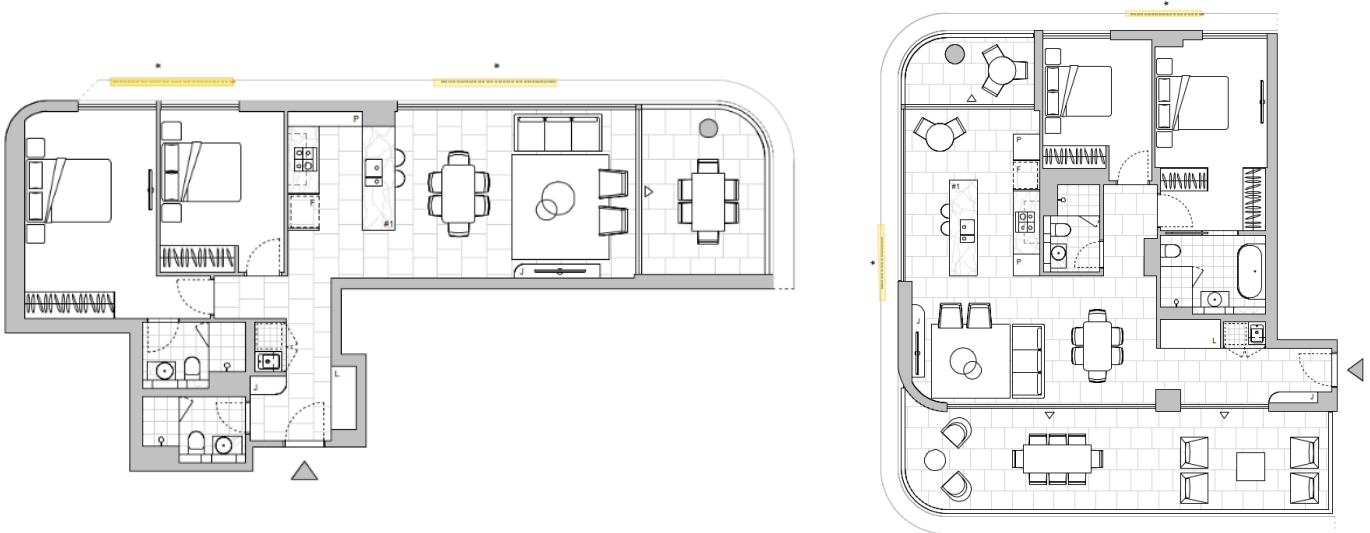
The following apartments will have water, gas and GPO provisions:

- Most ground floor terrace apartments
- Some apartments with extra large balconies on the set back levels
- All 3-bedroom apartments.
- All Penthouse apartments

Please refer to **Annexure 3** or the Sales Plans disclaimers for specific apartments with water/gas provisions on balconies. It should be noted that Building K will not have gas provisions on the balconies.

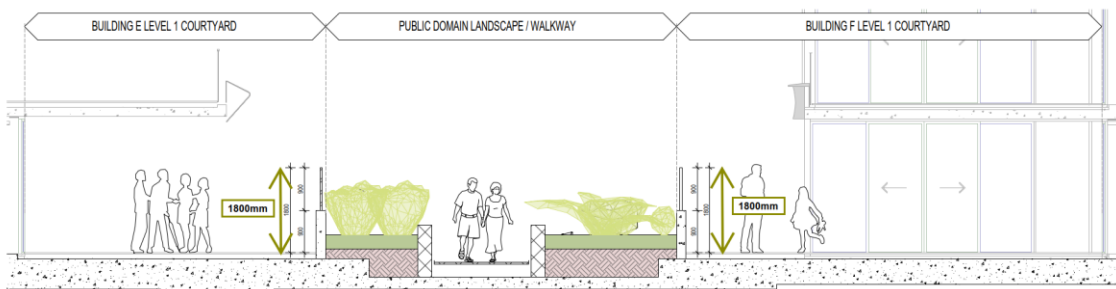
PRIVACY MITIGATION

The building floorplates have been internally designed to minimise overlooking through the orientation of living areas and bedrooms. Through apartments are intentionally designed to orientate the bedrooms away main/public areas and overlooking buildings. A number of elements make up the screening strategy implemented to minimise overlooking and cross viewing between apartments within the building masterplan this included operable or fixed screens. All apartments will be provided with block-out blinds to all bedrooms and sheer blinds to all living areas. Please refer to Sales Plans for specific privacy screen locations.



GROUND FLOOR FENCE HEIGHTS

To further assist privacy mitigation on the ground floor, all apartments backing onto publicly and privately accessible land will have 1800mm high fences surrounding the courtyard areas. See diagram below.



BUILDING B – SUNKEN COURTYARDS

There are some apartments in Building B on Level 1 and 2 facing Artarmon Road which are located below the street level of Artarmon Road. The condition of the outdoor courtyard is therefore lower than Artarmon Road and the courtyards appear ‘sunken’. The depth of each courtyard will range due to the downward Eastern slope of Artarmon Road. The team has worked closely with landscape architect McGregor Coxall to

specify planting that will thrive in the areas and ensure the hardscape is maximised with a sandstone clad retaining wall and feature sandstone pavers in most courtyards. No grass is proposed to the planted areas.

Agents will be provided with the following collateral to help purchasers understand the courtyards properly:

- Sales plans with detailed planting shown.
- Section of the lot demonstrating the interface of living areas with the courtyard, and the height differentiation between Artarmon Road and the finished floor level of the courtyard. Please note that the courtyard section is for agent use only and should not be distributed to purchasers.
- New courtyard render (CUE Lot 7), demonstrating the al-fresco outdoor/indoor lifestyle offered. This apartment is also the most 'sunken' courtyard. The render is set at midday.

For list of sunken courtyard apartments, please refer to Annexure 4.

ACCESS FOR DRAINAGE INFRASTRUCTURE AND COMMON PROPERTY PLANTER BOXES

Some apartments will have drainage infrastructure in their courtyard areas for overland flow or be located adjacent to above-ground common property planter boxes. This means that the apartment owners may need to provide access from time to time through their lot for relevant maintenance and other works that need to be completed for either the drainage infrastructure or common property planter boxes. Please refer to **Annexure 5** for list of apartments which will require this access.

BUILDING G BALCONY EXTENSIONS

There are 3 apartments in Building G (Montage) with balcony extensions which were approved by Council in May-22. The three apartments with approved balcony extensions are as follows:

- Lot 84 – G501
- Lot 87 – G505
- Lot 92 - G701

PERGOLAS AND VERGOLAS

All standard apartments with an awning structure over the balcony will be pergolas; meaning the roof is non-operable, providing shade to the balconies, however not weather-proof. All penthouses with an awning structure over the balcony will be vergolas; meaning the roof is fully operable and can be closed depending on weather conditions.

NATURAL MATERIALS

TIMBER FLOORBOARDS

Strategy

The standard flooring for 1, 2 and 3 Bedroom apartments is tiles in the living areas and carpet in the bedrooms. Purchasers can select to upgrade to timber floorboards for a predetermined cost for a 1, 2 or 3 Bedroom apartment. The cost of the timber floorboards will be determined prior to launch and included in the Customer Option Selection form. Timber floorboards will be made available as a free upgrade to penthouses (at the purchaser's selection).

All purchasers who select the timber upgrade are required to sign the *Nine by Mirvac – Timber Flooring Waiver*. All customers who select timber floorboards must be clearly educated on the general maintenance requirements.

Timber Flooring Purchaser Waiver

Please refer to **Annexure 6** Timber Flooring Waiver. This waiver ensures that all purchasers acknowledge and accept the following –

1. Timber flooring is a floor covering and has a limited life span.
2. Timber flooring is a natural material that varies in colour and grain. It is not a hard surface and sharp or heavy objects will cause scratching or denting of the boards. Special care needs to be taken with entry and other high traffic areas that attract grit from the bottom of shoes as well as the placement of furniture.
3. Timber flooring is a natural material and is therefore susceptible to warping and movement. Timber naturally absorbs and releases moisture, hence shrinkage or expansion will occur.
4. Anything that alters temperature or moisture within a property such as heaters, air-conditioners, clothes dryers, fireplaces and direct sunlight can increase the occurrence of shrinkage or expansion of timber flooring.
5. The purchaser acknowledges and accepts that these types of changes and effect may occur and that they do not constitute a defect in the product or the installation.
6. The purchaser acknowledges that it must comply with manufacturer's instructions in relation to maintenance.
7. By signing the waiver the purchaser acknowledges that they have fully read and understood the disclaimer document.

General Maintenance

- Sweep or vacuum as often as necessary to remove any loose dirt or grit before it can scratch the timber floor.
- When a spill occurs, soak up the bulk liquid promptly.
- Use felt protectors under heavy pieces of furniture and chairs.

- Use protective mats at all exterior entrances. Do not use rubber-based furniture or mats as the rubber may stain the timber floor.
- Spiked heels or shoes in need of repair can severely damage your timber floor.
- Slightly damp mop only – avoid excessive amounts of water. Steam mops must not be used.
- Never use oil soaps, wax, liquid or other household products to clean your timber floor.
- Keep animal nails trimmed to prevent excess scratching.
- Protect your timber floor when using a trolley for moving furniture or appliances.
- Never slide or roll heavy furniture or appliances across the timber floor.
- If your timber floor becomes scratched or dull, repairs can often be made using repair Accessories.

Sunlight & Climatic Control

- Maintain relative humidity levels between 30% and 70% (normal range in Sydney). Failure to maintain this can cause growth in the boards, creaking or noise.
- Direct sunlight, especially from North and West facing windows falling on the product for extended periods should be avoided as minor shrinkage or damage through natural loss of moisture can occur. This is applicable to all timber flooring as moisture reduction will certainly lead to a loss of width in the timber wear layer.
- It is recommended that window protection or coverings should be installed to avoid this unnecessary issue in these areas.
- Slight changes or darkening of the timber will also occur if direct sunlight can fall on the product for a long or extended period.
- UV stabilised coatings will not protect the natural timber from this occurrence.
- Proper care and maintenance can extend the life of your timber floor for many years. Over time, a recoating may be desirable.

NATURAL STONE

Strategy

Natural stone will be provided to all kitchens and bathrooms as a standard offering to all apartment stock. The use of natural materials forms part of Mim Design's design ethos and as such has been conceived as the primary interior design feature for the project. Use of natural stone is in line with up-market competitive offering in boutique developments located in Neutral Bay and Cammeray and provides the project with a competitive edge when compared to inferior competitor product in the Lower North Shore market. 1, 2 and 3 bedroom apartments will feature granite to all typical bathroom, kitchen surfaces and feature joinery pieces (reconstituted stone will be used as benchtop surfaces in laundries). Bathroom and kitchen surfaces and feature joinery pieces in Penthouse and 3 Bedroom Premium apartments will be provided with a luxury quartzite stone. Reconstituted stone will be used as the benchtop surface in all laundries across the development. The natural stone that has been specified has been tested using Mirvac's

rigorous stain testing protocol. If purchasers do not wish to be provided with natural stone, a reconstituted stone option will be offered as a silent offer to purchasers of all stock types.

All purchasers must be clearly educated on the maintenance requirements by the Sales Consultant at the point of sale. At a high level, it is important to note the following in regard to natural stone:

- Natural stone is a natural product and as such contains variation in colour, tone, markings and pattern from slab to slab. Accordingly, the slab examples shown in the Display Gallery and marketing renders are unique and indicative of this variation. No stone provided throughout the project will exactly match what is displayed or shown in the renders.
- The natural stone selection for Premium A, B and C do not have an obvious vein and accordingly will not be vein, book or butterfly matched. Please note that the selected natural stone in the penthouses will be vein matched.
- Natural stone should be cared for in accordance with the maintenance requirements.
- Stone will not be sealed.

SECTION 3

FINISHES & INCLUSIONS

SCHEDULE OF STANDARD INCLUSIONS & FINISHES

The following schedule of inclusions and finishes is the current schedule at the date of publication. This list is indicative only and is subject to variations in accordance with the Contract Terms.

SPECIFICATIONS

This schedule lists the range of materials, appliances, general finishes, fixtures and fittings for the above apartments. Their use, extent and location will vary from lot to lot throughout the stage as indicated on marketing drawings and as specified in the selected colour scheme.

1 BEDROOM APARTMENTS

PLANNING

- Living areas oriented to maximise views and sunlight.
- Room relationships are carefully planned to maximise useable space, improve privacy and reduce noise transmission.
- Rooms are generously sized and designed to be easily furnished.
- All apartments feature a balcony.
- Internal storage includes built in wardrobes and linen/storage cupboards. Some apartments will include apartment entry feature joinery and/or a living room TV joinery unit.
- Additional external storage is allocated for all apartments in the basement.
- Internal laundry included in all apartments.

AIRCONDITIONING

- Variable refrigerant flow (VRF) air conditioning system to provide apartment heating and cooling with wall-mounted control panels located in the living room and each of the bedrooms to adjust temperature and zoning.

INTERIORS

- Generous ceiling heights (approximately 2.7m in the living areas and bedrooms).
- Porcelain floor tiles in all living areas, kitchens, bathrooms and laundries.
- Carpet to all bedrooms.
- Granite feature stone to kitchen and bathrooms.

- Internal single roller blinds to living areas and bedrooms.
- Powder coated aluminium framed double glazed windows.
- Recessed LED downlights throughout.

ACOUSTICS

- Acoustically designed inter-tenancy walls and floors.
- Double-glazing windows and seals.
- Where appropriate, services such as plumbing pipes are wrapped in acoustic absorbing material and ceilings are acoustically designed to suit each condition.

KITCHENS

- Miele appliances including a 60cm gas cooktop, 60cm dishwasher, 60cm oven with pyrolytic cleaning function and microwave.
- 60cm concealed ducted Miele rangehood in all apartments.
- Quality finishes including timber look and metallic feature joinery, granite benchtop, splashback and feature granite kitchen island bench detail (where applicable) and stainless-steel sink.
- Brushed nickel coloured tapware.

BATHROOMS

- Porcelain floor tiles and full height wall tiling.
- Granite and coloured laminate feature drawers to bathroom vanity.
- Mirrored joinery cupboard and mirrored feature wall.
- Bench mounted basin with brushed nickel coloured tapware.
- Brushed nickel coloured stainless steel hand-held shower and overhead rose.
- Frameless glass shower screen.
- Concealed cistern toilets.
- Feature strip lighting.
- Bespoke Australian made feature light.
- Heated towel rails to main bathroom.

WARDROBES / BEDROOMS

- Hinged timber look doors.
- Internal stack of melamine drawers, open shelving and a hanging rail.
- 100% wool carpet throughout.

FEATURE JOINERY

- Feature laminate entry joinery with internal melamine shelving where applicable.

LAUNDRY

- Stainless steel laundry tub with brushed nickel tapware.
- Reconstituted stone surrounds and splashback (where applicable).
- Coloured laminate overhead cupboards with internal melamine shelving and hanging rail (where applicable).
- Wall mounted Fisher & Paykel clothes dryer.

SECURITY

- Electronic access control at main building lobbies, car park driveway entry and lifts.
- Lobby audio visual intercom for visitor access to apartments.
- Secure basement car park with air key.
- CCTV to selected common property areas and car park entry.

COMMUNICATIONS

- Free to air and pay TV in living room.
- Provision for internet via the National Broadband Network.
- Phone outlet to living area or kitchen.
- Data outlet to living and study/media (where applicable) to enable home networking.

EXTERIORS

- Indoor living areas designed to flow onto outdoor balcony areas.
- Balconies have been planned to maximise outdoor space.
- Granite pavers to all balconies.
- Water, and power provisions to balconies (available to select apartments only).
- Gas provisions to balconies (available to select apartments only excluding Building K).

2 BEDROOM APARTMENTS

PLANNING

- Living areas oriented to maximise views and sunlight.
- Room relationships are carefully planned to maximise useable space, improve privacy and reduce noise transmission.
- Rooms are generously sized and designed to be easily furnished.
- All apartments feature a balcony.
- Internal storage includes built in wardrobes and linen/storage cupboards. Some apartments will include apartment entry feature joinery and/or a living room TV joinery unit.
- Additional external storage is allocated for all apartments in the basement.
- Internal laundry included in all apartments.

- Additional external storage is allocated for all apartments in the basement.

AIRCONDITIONING

- Variable refrigerant flow (VRF) air conditioning system to provide apartment heating and cooling with wall-mounted control panels located in the living room and each of the bedrooms to adjust temperature and zoning.

INTERIORS

- Generous ceiling heights (approximately 2.7m in the living areas and bedrooms).
- Porcelain floor tiles in all living areas, kitchens, bathrooms and laundries.
- Carpet to all bedrooms.
- Granite feature stone to kitchen and bathrooms.
- Internal single roller blinds to living areas and bedrooms.
- Powder coated aluminium framed double glazed windows.
- Recessed LED downlights throughout.

ACOUSTICS

- Acoustically designed inter-tenancy walls and floors.
- Double-glazed windows and seals.
- Where appropriate, services such as plumbing pipes are wrapped in acoustic absorbing material and ceilings are acoustically designed to suit each condition.

KITCHENS

- Miele appliances including a 60cm gas cooktop, 60cm dishwasher, 60cm oven with pyrolytic cleaning function and microwave.
- 60cm concealed ducted Miele rangehood in all apartments.
- Quality finishes including timber look and metallic feature joinery, granite benchtop, splashback and feature granite kitchen island bench detail (where applicable) and stainless-steel sink.
- Brushed nickel coloured tapware.

BATHROOMS / ENSUITES

- Porcelain floor tiles and full height wall tiling.
- Granite and coloured laminate feature drawers to bathroom vanity.
- Mirrored joinery cupboard and mirrored feature wall.
- Bench mounted basin with brushed nickel coloured tapware.
- Brushed nickel coloured stainless steel hand-held shower and overhead rose.
- Frameless glass shower screen.
- Concealed cistern toilets.
- Feature strip lighting.

- Bespoke Australian made feature light.
- Heated towel rails to main and ensuite bathroom.
- Back to wall freestanding bathtub (in apartments where baths are provided).

WARDROBES / BEDROOMS

- Hinged timber look doors.
- Internal stack of melamine drawers, open shelving and a hanging rail.
- Master bedroom wardrobe includes timber look internal open shelving, drawer stack, low height shelf and drawers, LED lighting and hanging rail.
- 100% wool carpet throughout.

FEATURE JOINERY

- Feature laminate entry joinery with internal melamine shelving where applicable.

LAUNDRY

- Stainless steel laundry tub with brushed nickel tapware.
- Reconstituted stone surrounds and splashback (where applicable).
- Coloured laminate overhead cupboards with internal melamine shelving and hanging rail (where applicable).
- Wall mounted Fisher & Paykel clothes dryer.

SECURITY

- Electronic access control at main building lobbies, car park driveway entry and lifts.
- Lobby audio visual intercom for visitor access to apartments.
- Secure basement car park with air key.
- CCTV to selected common property areas and car park entry.

COMMUNICATIONS

- Free to air and pay TV in living room.
- Provision for internet via the National Broadband Network.
- Phone outlet to living area or kitchen.
- Data outlet to living and study/media (where applicable) to enable home networking.

EXTERIORS

- Indoor living areas designed to flow onto outdoor balcony areas.
- Balconies have been planned to maximise outdoor space.
- Granite pavers to all balconies.
- Water and power provisions to balconies (available to select apartments only).
- Gas provisions to balconies (available to select apartments only excluding Building K).

3 BEDROOM APARTMENTS

PLANNING

- Living areas oriented to maximise views and sunlight.
- Room relationships are carefully planned to maximise useable space, improve privacy and reduce noise transmission.
- Rooms are generously sized and designed to be easily furnished.
- All apartments feature a balcony.
- Internal storage includes built in wardrobes and linen/storage cupboards. Some apartments will include apartment entry feature joinery and/or a living room TV joinery unit.
- Additional external storage is allocated for all apartments in the basement.
- Internal laundry included in all apartments.
- Additional external storage is allocated for all apartments in the basement.

AIRCONDITIONING

- Variable refrigerant flow (VRF) air conditioning system to provide apartment heating and cooling with wall-mounted control panels located in the living room and each of the bedrooms to adjust temperature and zoning.

INTERIORS

- Generous ceiling heights (approximately 2.7m in the living areas and bedrooms).
- Porcelain floor tiles in all living areas, kitchens, bathrooms and laundries.
- Carpet to all bedrooms.
- Granite feature stone to kitchen and bathrooms.
- Internal single roller blinds to living areas and bedrooms.
- Powder coated aluminium framed double glazed windows.
- Recessed LED downlights throughout.

ACOUSTICS

- Acoustically designed inter-tenancy walls and floors.
- Double-glazed window glass and seals.
- Where appropriate, services such as plumbing pipes are wrapped in acoustic absorbing material and ceilings are acoustically designed to suit each condition.

KITCHENS

- Miele appliances including a 90cm gas cooktop, 60cm dishwasher fully-integrated dishwasher, 2 x 60cm ovens with pyrolytic cleaning function and microwave.
- 90cm concealed ducted Miele rangehood in all apartments.
- Fully-integrated Fisher & Paykel fridge and freezer.
- Quality finishes including timber look and metallic feature joinery, granite benchtop, splashback and feature granite kitchen island bench detail (where applicable) and stainless-steel sink.
- Brushed nickel coloured tapware.

BATHROOMS / ENSUITES

- Porcelain floor tiles and full height wall tiling.
- Granite and coloured laminate feature drawers to bathroom vanity.
- Mirrored joinery cupboard and mirrored feature wall.
- Bench mounted basin with brushed nickel coloured tapware.
- Brushed nickel coloured stainless steel hand-held shower and overhead rose.
- Frameless glass shower screen.
- Concealed cistern toilets.
- Feature strip lighting.
- Bespoke Australian made feature light.
- Heated towel rails to main and ensuite bathroom.
- Back to wall freestanding bathtub (in apartments where baths are provided).

WARDROBES / BEDROOMS

- Hinged timber look doors.
- Internal stack of melamine drawers, open shelving and a hanging rail.
- Master bedroom wardrobe includes timber look internal open shelving, drawer stack, low height shelf and drawers, LED lighting and hanging rail.
- 100% wool carpet throughout.

FEATURE JOINERY

- Feature laminate entry joinery with internal melamine shelving where applicable.

LAUNDRY

- Stainless steel laundry tub with brushed nickel tapware.
- Reconstituted stone surrounds and splashback (where applicable).
- Coloured laminate overhead cupboards with internal melamine shelving and hanging rail (where applicable).
- Wall mounted Fisher & Paykel clothes dryer.

SECURITY

- Electronic access control at main building lobbies, car park driveway entry and lifts.
- Lobby audio visual intercom for visitor access to apartments.
- Secure basement car park with air key.
- CCTV to selected common property areas and car park entry.

COMMUNICATIONS

- Free to air and pay TV in living room.
- Provision for internet via the National Broadband Network.
- Phone outlet to living area or kitchen.
- Data outlet to living and study/media (where applicable) to enable home networking.

EXTERIORS

- Indoor living areas designed to flow onto outdoor balcony areas.
- Balconies have been planned to maximise outdoor space.
- Granite pavers to all balconies.
- Water and power provisions to balconies (available to select apartments only).
- Gas provisions to balconies (available to select apartments only excluding Building K).

3 BEDROOM PENTHOUSES

PLANNING

- Living areas oriented to maximise views and sunlight.
- Room relationships are carefully planned to maximise useable space, improve privacy and reduce sound transmission.
- Rooms are generously sized and designed to be easily furnished.
- All penthouses feature a minimum of one balcony.
- Internal storage includes built in wardrobes and linen/storage cupboards, premium entry feature joinery, living room TV joinery unit and master bedroom nightstand feature joinery unit.
- Additional external storage is allocated for all apartments in the basement.
- Internal laundry included in all apartments.

AIR CONDITIONING

- Variable refrigerant flow (VRF) air conditioning system to provide apartment heating and cooling with wall-mounted control panels located in the living room and each of the bedrooms to adjust temperature and zoning.

INTERIORS

- Generous ceiling heights (approximately 2.7m in the living areas and bedrooms)
- Engineered timber floorboards or porcelain tiles in living areas, kitchens, bathrooms and laundries.
- Carpet to all bedrooms.
- Quartzite feature stone to kitchen, bathroom, bar and feature joinery.
- Powder coated aluminium framed double glazed windows.
- Internal blackout blinds to living areas and sheer curtains to bedrooms.
- Recessed LED downlights throughout.

ACOUSTICS

- Acoustically designed inter-tenancy walls and floors.
- Acoustically designed window glass and seals.
- Where appropriate, services such as plumbing pipes are wrapped in acoustic absorbing material and ceilings are acoustically designed to suit each condition.

KITCHENS

- Gaggenau appliances including a 90cm 5 burner gas cooktop, 60cm pyrolytic oven, 60cm combi-microwave oven and 60cm combi steam oven.
- 90cm concealed ducted Qasair rangehood in all apartments.
- 60cm fully integrated Miele dishwasher.
- Quality finishes including timber veneer and metallic features joinery, quartzite benchtop, splashback and feature quartzite kitchen island bench with fluted stone detail.
- Feature bar joinery with glass shelves and integrated wine fridge (available in select penthouses only).
- Integrated fridge/freezer.
- Brushed nickel coloured tapware and double undermount sink.

BATHROOMS/ENSUITES

- Porcelain floor and full height wall tiling.
- Quartzite feature joinery and benchtops to ensuite bathroom vanity.
- Quartzite benchtop and fluted polyurethane feature to bathroom vanity.
- Mirrored joinery cupboard feature wall.
- Undercounter basins with brushed nickel coloured tapware.
- Brushed nickel coloured hand-held shower and overhead rose.
- Freestanding bathtub (in apartments where baths are provided).
- Frameless glass shower screen.
- Concealed cistern toilets.
- Heated towel rail to ensuite bathroom.
- Heated flooring to ensuite bathroom.

- Feature strip lighting.
- Bespoke Australian made feature light.

WARDROBES/BEDROOMS

- Hinged timber look doors with fabric insert and fluted polyurethane hinged door (where applicable) to master bedroom.
- Hinged timber look doors to second and third bedroom.
- Internal stack of timber look drawers, open shelving and hanging rails.
- Low height fluted polyurethane nightstand/feature joinery unit with quartzite benchtop, shelving and polyurethane drawers.
- Carpet throughout.

FEATURE JOINERY

- Feature fluted polyurethane entry joinery with internal melamine shelving and quartzite benchtop.
- Feature TV unit with fluted polyurethane cupboard fronts and hinged storage cupboard (where applicable) with quartzite plinth detail.
- Timber look joinery with metallic and quartzite features to study and media nook (not available to all apartments).

LAUNDRY

- Stainless steel laundry tub with brushed nickel coloured tapware.
- Reconstituted tone surrounds or benchtop.
- Mirror look splashback.
- Coloured polyurethane overhead cupboards with internal melamine shelving and hanging rail.
- Miele clothes washer and dryer.

SECURITY

- Electronic access control at main building lobbies, car park driveway entry and lifts.
- Lobby audio visual intercom for visitor access to apartments.
- Secure basement car park with air key.
- CCTV to selected common property areas and car park entry.

COMMUNICATIONS

- Free to air and pay TV in living room.
- Provision for internet via the National Broadband Network.
- Phone outlet to living area or kitchen.
- Data outlet to living and study/media (where applicable) to enable home networking.
- Motorised blinds and app controlled lighting package with operation via smart switch and app.

- Air conditioner control via app.

EXTERIORS

- Indoor living areas designed to flow onto outdoor balcony areas.
- Balconies have been planned to maximise outdoor space.
- Granite pavers to all balconies.
- Water, gas and power point provision to balconies.

BASIX WASHING MACHINES

To align with BASIX requirements, a total of 40 Fisher & Paykel washing machines will be provided to select apartments across the project. A total of 20 machines will be provided in Buildings F & G (Stage 1) and 20 machines across Stage 2. The washing machines will be provided in addition to the standard inclusion of a Fisher & Paykel dryer and have the ability to be stacked. Selected apartments provided with a Fisher & Paykel washing machine and dryer can still choose to upgrade the appliance to Miele, however the cost will remain the same as the options and upgrades schedule. The following apartments have the Fisher & Paykel washing machine included in the apartment:

- Stratum Lot 1
 - Strata Lot 2
 - Strata Lot 10
 - Strata Lot 19
 - Strata Lot 28
 - Strata Lot 61
 - Strata Lot 62 (Studio)
 - Strata Lot 67
 - Strata Lot 68
 - Strata Lot 75
 - Strata Lot 86
 - Strata Lot 90
- Stratum Lot 5
 - Strata Lot 7
 - Strata Lot 16
 - Strata Lot 36
 - Strata Lot 69
 - Strata Lot 89
 - Strata Lot 108
 - Strata Lot 130
 - Strata Lot 139

SECTION 4

CUSTOMER OPTION & UPGRADES

As of 21 March 2022, colour schemes (Premium A, B and C) for all unsold stage 1 apartments at NINE by Mirvac will be pre-selected. This means that customers will no longer be able to choose a colour scheme for their apartment at POS. The list of available options and upgrades has also been reduced. This is a consequence of procurement timeframes and on-site construction progression.

COLOUR SELECTION

Please refer to Salesforce for the nomination of colour selection (Premium A, B or C) that has been locked in for each stage 1 apartment at NINE by Mirvac.

ALLOCATED UPGRADES

For all unsold stock, the following upgrades will be included in the updated list price:

Stock Type	1 Bedroom	2 Bedroom	3 Bedroom	Penthouse
Upgrade Selection	Heated towel rail to main bathroom	Heated towel rails to all bathrooms.	Heated towel rails to all bathrooms.	Heated floors to ensuite bathroom.
		Master bedroom robe upgrade	Master bedroom robe upgrade	Smart technology (motorized blinds & lighting, app-controlled a/c)
		Engineered Timber Flooring (if applicable)	Integrated Fridge & Freezer Engineered Timber Flooring	Engineered Timber Flooring

UPGRADE AVAILABLE FOR PURCHASE

The Options & Upgrades Brochure for apartments and penthouses have been revised to reflect the updated upgrades for purchase. The following upgrades will remain available for purchase:

Standard Apartments

Upgrade	Description

Kitchen	Appliance Upgrades Miele induction cooktop and integrated Miele rangehood 60cm Miele fully integrated dishwasher (1 & 2 Bedroom).
Bespoke Joinery	TV Joinery Upgrade Feature timber look TV joinery with 20mm stone benchtop.
Curtains	Sheer Curtain Upgrade Sheer curtain to all windows (in addition to sheer blinds to living spaces and block out blinds to bedrooms).
Laundry	Clothes Washer and Dryer Miele front loading washing machine and heat pump tumble dryer.
Balcony	BBQ Upgrade Artusi outdoor kitchen (available in 900mm or 1,800mm widths) with feature benchtop, gas barbeque and lid available in small or large size in 3 benchtop colour variations; Impera Black, Torano Statuario and Cosmopolita Grey. The BBQ upgrade is available to select apartments only and can be connected directly to the gas point, or via an LPG tank.
Electric Vehicle Charger	Electric Vehicle Upgrade Smart charger and integrated charging cable to car space as nominated.

Premium/Penthouse Apartments

Upgrade	Description
Curtains	Sheer Curtain Upgrade Sheer curtain to all windows (in addition to sheer blinds to living spaces and block out blinds to bedrooms).
Balcony	BBQ Upgrade Artusi outdoor kitchen (available in 900mm or 1,800mm widths) with feature benchtop, gas barbeque and lid available in small or large size in 3 benchtop colour variations; Impera Black, Torano Statuario and Cosmopolita Grey. The BBQ upgrade is available to select apartments only and can be connected directly to the gas point, or via an LPG tank.
Electric Vehicle Charger	Electric Vehicle Upgrade Smart charger and integrated charging cable to car space as nominated.

PREVIOUS PURCHASER UPGRADE

Previous Purchasers will receive a credit towards upgrades depending on apartment type.

- 1 Bedroom - \$5,000
- 2 Bedroom - \$7,000
- 3 Bedroom - \$10,000
- Penthouse/Premium - \$15,000

SECTION 5

CONTRACT DOCUMENTS

CONTRACT OF SALE

Corrs Chambers Westgarth has prepared the NINE by Mirvac Contract Documents.

The Contract for Sale is a typical Mirvac standard contract that has been amended to suit the site-specific design and circumstances as they apply to NINE by Mirvac.

Key items of the contract worth noting are as follows:

- Deposit – 10% of the price payable as the deposit under the Contract for Sale
- Sunset Date – TBC

A copy of an Epitome of the Contract for Sale is provided in **Annexure 8**.

BANK GUARANTEES

Please refer to **Annexure 9** for approved providers of Bank Guarantee/Deposit Bond

STRATA BY-LAWS

Corrs Chambers Westgarth have prepared the Strata By-Laws for NINE by Mirvac.

The Strata By-Laws are typical Mirvac standard By-Laws that have been amended to suit the site specific design and circumstances as they apply to NINE by Mirvac.

Please refer to **Annexure 10** for the Draft Strata By-Laws.

S88B INSTRUMENTS

Please refer to **Annexure 11** for the Draft S88B Instruments. [TBC] Note that both the stratum plan and strata plan have their own respective s88b instruments.

DOCUMENTS

Competitions and Consumer Act (formerly Trade Practices Act 1974)

You must review, understand and comply with this attachment to ensure you do not breach the Competitions and Consumer Act.

SALES ADVICE FORM

TERMS OF PURCHASE

1. Prices as per current published price list
2. Prices subject to change without notice
3. Settlement 21 days (or 15 business days) after notification to the Purchaser of the last to occur of:
 - the Plan of Subdivision being registered;
 - an Occupancy Permit being issued for the Property; and

- the Architect's Certificate being issued.

The following documents also need to be completed by the Sales Consultants for each Put and Call Option and Contract of Sale:

The Sales Advice Form has been updated to include the following additional items

- Date & Time when contract was executed
- Other attendees at appointments
- Appointment time
- A copy of the Price List (at the time of Contract execution)
- Signed Viewing Disclaimer Form (if applicable)

All correspondence (and notes) with the Buyer must be attached the Sales Advice Form.

POST CONTRACT SIGNING CHECKLIST

The Post Contract Signing Checklist should be used to record any additional discussions / advice given to Buyers during the appointment process. This is intended to be a guide only and is not an exhaustive list of potential issues.

Please ensure that any advice that was unusual is confirmed in writing via email to the Buyer. A copy of this correspondence (and any other correspondence to the Buyer) must be attached to the Sales Advice Form.

COMPETITION AND CONSUMER ACT CHECKLIST

The Australian Consumer Law sets out a range of laws designed to protect consumer interests. In addition, the *Competition and Consumer Act 2010* (formerly known as the *Trade Practices Act 1974*) sets out a range of laws designed to ensure fair competition.

In this section, we discuss some of the requirements under ACL and CCA and how they apply in practice.

Unconscionable Conduct

RULE: You must not engage in unconscionable conduct with respect to the sale of a property

What is Unconscionable Conduct?

In simple terms, unconscionable conduct is unfair conduct. In determining whether you have acted unconscionably, a court may consider the following matters:

- The relative strengths of the bargaining positions of the parties;
- Whether you require the buyer to comply with conditions that are not reasonably necessary for the protection of your or Mirvac's legitimate interests;
- Whether the buyer is able to understand any documentation you give it;
- Whether you have placed undue influence or pressure on the buyer;
- The extent to which your conduct is consistent with other sales involving similar buyers; and
- Whether you have disclosed any unforeseen risks the sale may pose to the buyer.

Steps Taken by Mirvac to Avoid Breaching this Rule

Mirvac has taken the following steps to ensure it is not acting unconscionably:

- It has ensured that its contracts of sale are in plain English and are not unreasonably one-sided, given the nature and type of development and considering that a property may be sold “off the plan”;
- Whilst Mirvac operates on a standard form of contract of sale, it is willing to undertake negotiations so that the rights and interests of both parties are balanced and adequately protected;
- It undertakes to act in accordance with its contractual rights under contracts of sale; and
- It encourages buyers to obtain separate independent legal representation regarding the purchase generally, the contract of sale and the conveyance.

How to Avoid Breaching this Rule

When discussing a contract with a potential buyer it is essential that you disclose all material risks of which you are aware that would impact on the buyer and that you do not exert undue influence or pressure on the buyer.

MISLEADING AND DECEPTIVE CONDUCT

RULE: You must not say or do anything or act in a way that is misleading or deceptive or is likely to mislead or deceive.

Examples of Misleading and Deceptive Conduct

The following are examples of conduct that would be considered misleading and deceptive conduct:

- Lying to potential buyers about the merits of the property;
- Overstating the merits of the property to potential buyers;
- Telling only part of the truth or staying quiet if you know the buyer has the wrong impression;
- Misrepresenting the location of the property or its vicinity or the views available from the property;
- Misrepresenting the availability of services to the property; and
- Making unsubstantiated predictions as to rental return or capital growth of the property.

How to Avoid Breaching this Rule

It is essential that you:

- Do not make statements as statements of fact unless you know them to be true;
- Make it clear when you are stating an opinion that it is an opinion only;
- Avoid making predictions without having a reasonable basis for making the prediction or without explaining the basis for the prediction; and
- Refer to the information contained in the Mirvac Marketing Material and Sales Manual at all times.

FALSE OR MISLEADING REPRESENTATIONS

RULE: You must not make false or misleading representations.

Examples of False or Misleading Representations

The following are examples of representations that would be considered to be false or misleading:

- A false representation that a property is of a particular standard, quality, value, grade, composition, style or model or have a particular history or a particular use;
- A false representation that a particular person has agreed to acquire property in the same development;
- A representation that the property has approval, performance characteristics, accessories, uses or benefits which it does not have;
- A representation that Mirvac has a sponsorship, approval or affiliation it does not have;
- A false or misleading representation about the price of the property; and
- A false or misleading representation about the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy (e.g., a false representation about the rights Mirvac or a buyer has under a contract of sale).

THIRD LINE FORCING

RULE: The sale of a property must not be made conditional on the buyer also buying something else from a third person. Further, the terms on which a property is to be sold must not change if the buyer also buys something from a third person. This activity is referred to as ‘third line forcing’.

In order to assist Mirvac in complying with this rule, you must not:

- Tell potential buyers that the purchase of the property is conditional on them agreeing to purchase a product from a third party as well; nor
- Offer the purchaser a discount or rebate if the purchaser agrees to acquire a product from a third party.

Examples of Third Line Forcing

The following are examples of third-line forcing:

- Making a sale conditional on the buyer agreeing to take finance from a particular lender; or
- Offering the buyer a cash-back amount if they agree to insure the property with a particular insurer.

MISLEADING CONDUCT IN RELATION TO THE SERVICES YOU PROVIDE

RULE: You must not do anything that is likely to mislead a customer about the nature, characteristics or suitability of the services that you provide.

Misleading Conduct in Relation to Services

The scope of your duties as an introducer or a marketing agent are contained in the agreement you signed with Mirvac when you were appointed. You must ensure that you are upfront with potential buyers about your role as introducer or marketing agent.

SALES ADVICE FORM

sales advice

DATE

WHITE HQ COPY
YELLOW CUSTOMER COPY
BLUE AGENT COPY



Sale detail			
PROJECT NAME		STAGE	
LOT NO.	UNIT NO.	STORAGE NO.	CARPARK NO.
ADDRESS			
MIRVAC AGENT		MIRVAC AGENT 2	
EXTERNAL/CONJUNCT AGENT <input type="checkbox"/> YES <input type="checkbox"/> NO		BUILDER REFERRAL <input type="checkbox"/> NO <input type="checkbox"/> YES, Name:	
INSPECTED <input type="checkbox"/> YES <input type="checkbox"/> NO		ATTENDEES AT INSP.	
PREVIOUS MIRVAC BUYER <input type="checkbox"/> YES <input type="checkbox"/> NO		FIRST HOME BUYER <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OWNER OCCUPIER <input type="checkbox"/> INVESTOR	

Purchaser information			
<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms
SURNAME		GIVEN NAME	
<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms
SURNAME		GIVEN NAME	
<i>If Company or Super Fund:</i>			
NAME		ACN NO.	
<i>If Trustee:</i>			
NAME		TRUST NAME/S	
ADDRESS			
STATE	POSTCODE	COUNTRY	
EMAIL			
PHONE		MOBILE	
ID	FOREIGN INTEREST? <input type="checkbox"/> YES <input type="checkbox"/> NO	NATIONALITY	
GUARANTOR <input type="checkbox"/> YES <input type="checkbox"/> NO			

Cost detail		DEPOSIT DATE ____/____/____	
PURCHASE PRICE	\$	DEPOSIT CALCULATION % OF PURCHASE PRICE	%
OPTIONS	\$	TOTAL DEPOSIT	\$
VARIATIONS	\$	INITIAL DEPOSIT	\$
FINISHES <input type="checkbox"/> YES <input type="checkbox"/> NO	\$	BALANCE DEPOSIT	\$
TOTAL PURCHASE PRICE	\$ 0.00	DUE DATE	____ or ____/____/____
INITIAL DEPOSIT METHOD OF PAYMENT <input type="checkbox"/> CASH <input type="checkbox"/> CHQ <input type="checkbox"/> EFT <input type="checkbox"/> DEP.B <input type="checkbox"/> Guarantee			

Finance	
FINANCE APPROVAL REQ. <input type="checkbox"/> YES <input type="checkbox"/> NO	FINANCE DATE ____ Days from contract date

Solicitor detail	
FIRM	CONTACT
ADDRESS	
STATE	POSTCODE
PH/MOB	EMAIL
COUNTRY	

External/Conjunct Agent (if applicable)	
AGENCY	CONTACT
ADDRESS	
STATE	POSTCODE
PH/MOB	EMAIL
COUNTRY	

Signatories	Comments
PURCHASER SIGNATURE <input type="checkbox"/>	
PURCHASER SIGNATURE <input type="checkbox"/>	
MIRVAC AGENT SIGNATURE <input type="checkbox"/>	
AUTHORITY TO PREPARE CONTRACT (NSW only) <input type="checkbox"/>	

Disclaimer For residential sales, Mirvac adopts the margin scheme for GST purposes. There will be no binding agreement to purchase unless and until a contract of sale has been entered into.
Privacy Please see our privacy collection statement on the reverse of this form.

INTERNAL USE ONLY	<input type="checkbox"/> Entered and linked in ACT!	<input type="checkbox"/> Entered into EIS	<input type="checkbox"/> Contract ref no. <input type="text"/>
EREP SALE <input type="checkbox"/> YES <input type="checkbox"/> NO	MIRVAC JOB NO		
FORECAST EXCHANGE DATE / / 20	FORECAST SETTLEMENT DATE / / 20		
Form Authorised by: National SM Director		Form Maintained by: National Operations	
Date amended: 25 Sep 2013 Version: 1.5			

Privacy Collection Statement

The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to engage with you in relation to the sale of property to you. Mirvac also uses your personal information for related purposes including to request your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.

Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business.

The Mirvac Group Privacy Policy (available on www.mirvac.com) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles.

Promotion of other products and services

You agree to Mirvac using your personal information to promote its products and services. If you no longer wish to receive promotional information from Mirvac, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to Mirvac.

SECTION 6

STRATA SCHEME & LEVY ESTIMATES

STRATUM SUBDIVISION

NINE by Mirvac will be subdivided into 5 stratum lots, being 4 residential lots and 1 retail lot. Each lot will be a member of the Building Management Committee (BMC), an association of all stratum lot owners in NINE by Mirvac. The BMC manages and maintains the common facilities shared by the stratum lots. Each stratum lot will pay levies to the BMC to cover expenses associated with the shared facilities.

STRATA TITLE

Each of the residential stratum lots will be strata subdivided under a Strata Title scheme. The retail components will be in a separate stratum and will not form part of the residential lots. Each lot owner has Strata Title to their individual apartment.

Refer to [Annexure 12](#) for the Draft Strata Plans.

OWNERS CORPORATION & BY LAWS

Each strata lot owner will be a member of the Owners Corporation for the relevant stratum lot, which is an association of all apartment owners within that stratum lot. The Owners Corporation owns, manages and maintains all the common property of the building including but not limited to the lifts, lobbies, common property landscaping, electrical, mechanical, hydraulic and fire services.

An Executive Committee (made up of elected lot owners) manages the administration of the association, common property and obligations.

By-Laws provide the rules and regulations relating to the management and operation of the relevant stratum lot.

Refer to [Annexure 10](#) for the Draft Strata By-Laws.

STRATA LEVIES & UNIT ENTITLEMENT

Strata levies are the financial contributions paid by all lot owners to the Owners Corporation to cover costs incurred in the management of the strata scheme.

Strata levies cover expenditure such as:

- Administration expenses;
- Maintenance and repairs of common property e.g., lifts, garbage;
- Cleaning of common property;
- Insurances; and
- Future capital expenses.

Apartment owners are levied based on their strata Unit Entitlement (UE). Only draft Unit Entitlements are established at the time of sale and will be subject to review and valuation prior to registration of the strata plan in accordance with the Strata Titles Act.

The below estimates provide an indicative guideline of the anticipated levy ranges undertaken by Bright and Duggan. Please note the below table represents a best estimate only at the time of preparing this manual.

Apartment Type	Approx. Levies Per Quarter (Incl. GST)	Average (Incl. GST)
1 Bed	\$880 - \$1,380	\$985
2 Bed	\$1,600 - \$2,130	\$1,772
3 Bed	\$2,345-\$3,225	\$2,788
3 Bed Premium	\$3,485 - \$5,240	\$4,250

The below summaries strata levy estimates for similar developments:

Project	No. Apts	Facilities	Avg. Per Quarter		
			1B	2B	3B
NINE by Mirvac	442	- Approx. 6500 sqm publicly accessible landscaped area - BBQ facilities - Community Pavilion	\$985 Per Quarter	\$1,772 Per Quarter	\$2,788 Per Quarter
St Leonards	527	- Gym - Yoga/Stretch Room - Pool/Spa - BBQ/Outdoor Entertaining - Kitchen/Dining - Games Room - 2 x Meeting Rooms - Cinema - Music Room - 24 Hour Concierge	\$1,055 Per Quarter	\$1,300 Per Quarter	\$2500 Per Quarter
SOPA	696	- Gym - Landscaped Podium - Community Room	\$855 Per Quarter	\$1250 Per Quarter	\$1,900 Per Quarter
OVO	302	- Rooftop Courtyard (Building B Only)	\$750 Per Quarter	\$1,100 Per Quarter	\$1,300 Per Quarter
Marrick & Co	225	- Rooftop Garden and BBQ Facilities - Community Vegetable Garden	\$760 Per Quarter	\$1,150 Per Quarter	\$1,750 Per Quarter

The above estimates may not reflect the range that is actually levied once the Strata Scheme is formed.

STRATA MANAGING AGENT & BUILDING MANAGER/CARETAKER

Management of NINE by Mirvac will be the responsibility of the Owners Corporation. The Owners Corporation may appoint a Strata Managing Agent to manage and administer the Strata Scheme. This appointment may occur at the first Annual General Meeting of the Owners Corporation.

An on-site building manager / caretaker may also be desired by the Owners Corporation to manage the day to day operations of the building.

COUNCIL AND WATER RATES

Council rates are estimated to be around \$1,500 per annum. These will be calculated based on the apartment size. Water rates are estimated to be around \$600 per annum.

It is suggested that purchasers make their own enquiries in relation to the above.

SECTION 7

TAX DEPRECIATION ESTIMATES

The Income Tax and Assessment Act (ITAA) may entitle a taxpayer, as a purchaser or investor of property to claim deductions against accessible income from that property for capital works (Division 43) and depreciable items (Division 42).

Tax depreciation estimates have been prepared showing estimates of potential tax allowances for typical 1, 2 and 3 bedroom apartments.

Refer to **Annexure 13** for the tax depreciation estimates prepared by Napier and Blakeley. Mirvac does not warrant the accuracy or completeness of the tax depreciation estimates.

Mirvac will provide a 'statement of cost' for the building at settlement. Purchasers will be responsible however for obtaining (at their own cost) their own depreciation schedule. Mirvac will assist purchasers by handing over relevant required information to one of our recognised depreciation schedule providers. We will inform purchasers of this provider on settlement.

SECTION 8

FREQUENTLY ASKED QUESTIONS

GENERAL

1. Has a DA been approved for NINE by Mirvac?

Development approval was obtained for construction works on both sites in June and July 2021.

2. When will construction of NINE by Mirvac commence and how long will it take?

The primary demolition phase of the development began in November 2020 and reached completion in March 2021. The civil works began in May 2021. As an indicative guide, construction completion is currently forecasted for mid-2023.

3. Does the model in the Sales Suite represent the DA submitted to Council for approval?

Yes, the model in the Sales Suite represents the building submitted for approval.

4. Who is the architect of NINE by Mirvac?

The NINE by Mirvac was designed in collaboration between Mirvac Design, CHROFI Architects, McGregor Coxall (landscape) and Mim Design (interiors). For more information about the architectural team, see Section 2.

5. Who is the Builder of NINE by Mirvac?

The builder of NINE by Mirvac will be Mirvac Constructions. For more information about Mirvac Construction, see Section 2.

6. Will I have views from my apartment?

Refer to the view book for further information. It is important to note that views and view corridors may be affected by other developments and planning issues outside of the control of Mirvac.

7. How many visitor car parking spaces are provided?

110 residential visitor car spaces will be provided in across Stage 1 and 2.

8. Is there a loading dock in the building? How do I move in?

A loading dock is provided on Basement Level 1 – access is via Scott Street. The strata manager and/or building manager will determine an appropriate move-in process which will be communicated before settlement.

9. How will adaptable parking allocation work?

Some adaptable apartments will be allocated an accessible car space with a shared zone which may contain a bollard or will be line-marked as per Australian Standards. The shared zones are on the common property title, not on a purchaser's title.

10. How are the car spaces allocated?

Generally the car spaces were allocated as follows:

- 1 Beds have no car space with the exception of some of the larger 1 bedroom apartments. 2 Beds have one car space.
- 3 Beds have mixture of one and two car spaces. Note: Generally, smaller 3 bedroom apartments have been allocated one car space.
- Penthouses have two car spaces.

All car spaces have been allocated and there is no opportunity for customers to purchase additional parking.

11. Will there be electrical vehicle charging points for my car?

Provisioning for EV charging will be made to certain areas of the basement around the lift cores. A limited number of purchasers will be able to choose installation of an electric car charger as an upgrade option. If chosen, a car charger will be situated in the apartment car space.

12. How much publicly accessible space will the development include?

Approximately 6,500 sqm of publicly accessible open space will be provided as part of the delivery of the development.

13. Will the buildings in Stage 2 sit higher on the site than Stage 1?

As below, the masterplan has been designed so that the building levels are consistent across the site, so if we take level 4 as an example, the height of that level will be consistent for all the buildings across the site. There are some level changes along the ground plane, many of which can be seen in the existing model, such as from Artarmon Road into Henderson Park, from the plaza up into the courtyard between buildings, B, E, F and G, and along Scott Street. There are also some level changes along Richmond Avenue and into

the site between buildings A and C, however as above these level changes don't mean that the height of the individual levels in the Stage 2 buildings sit higher than the height of the corresponding levels in the Stage 1 buildings.

FINISHES

1. What appliance will be installed in my apartment?

Miele appliances are proposed for all 1, 2 and 3 bedrooms apartments.

3 Bedroom Penthouse apartments will benefit from Gaggenau appliances (ovens, cooktop and combi-microwave), integrated Fisher & Paykel fridge/freezer and (where applicable) a built in Liebherr wine fridge.

2. Will my fridge cavity have a water supply point?

3 bedrooms apartments will be fitted with a water supply point at the back of the fridge cavity allowing purchasers to connect a fridge with the chilled water and ice makers functions.

3. Will my balcony threshold be fully flush?

The balcony thresholds have been designed to be flush on this project.

4. Will my bathroom threshold be fully flush?

The bathroom thresholds have been designed to have a minimum possible step and in most cases be flush. However, to align with BCA compliance, the shower will have a 15mm set down.

5. What window furnishings will be provided?

Each apartment will be fitted out with blackout roller blinds to the bedrooms and sheer roller blinds to living areas. Purchasers will be offered the opportunity to include a sheer curtain upgrade in addition to the roller blinds

6. What happens if the electronic door lock runs out of power?

The electronic door locks are battery powered and the batteries will need to be changed once a year. In an emergency or when the batteries are flat, there is a mechanical key back up and a USB power supply that can be temporary used until the batteries are changed.

7. Can I turn my lights on/off with my mobile phone?

If the relevant home automation upgrade is selected, purchasers will be able to control the lights from their mobile devices.

8. Can I adjust my air conditioner with my mobile phone?

If the relevant home automation upgrade is selected, purchasers will be able to control the lights from their mobile devices.

9. Will my balcony have water/gas provisions?

The following apartments will have water/gas provisions:

- Ground floor terrace apartments
- Some apartments with extra-large balconies on the set back levels. All 3-bedroom apartments.
- All Penthouse apartments

Please refer to Sales Plans for water/gas provisions on balconies.

10. Will the rainwater be collected and reused for irrigating landscaped areas? Is it treated in case a child or animal ingest it?

The rainwater will be collected in rainwater tanks located in the basement and reused as irrigation to the landscaped areas throughout the development and as a water supply for the carwash bay. The rainwater harvesting system will include pre-treatment devices to manage the flushing out of contaminants.

11. What are the finishes in the courtyards?

The proposed floor finish to the external courtyard area is granite pavers. The wall is proposed to be a masonry wall with a balustrade fixed to it. The courtyard wall will be 1.8m high, similar to the other fences in the precinct.

12. What does the 'J' mean in the media nook?

Where a media fit-out is nominated on the sales plan with a "J", the fit-out that will be provided is a joinery desk only. The shelving, pin board, metallic panel, etc will not be included but is available as an optional upgrade as per the upgrade schedule.

13. Can I choose to upgrade the bedrooms to timber flooring?

Yes, we are happy to consider this request, however it should be noted that installing timber flooring to additional areas (i.e. the bedrooms) would incur an additional cost over the cost of the standard timber flooring upgrade.

SETTLEMENT

1. What is the settlement defect process?

Prior to the day of settlement, purchasers will schedule a pre-settlement inspection. This inspection will allow purchasers to inspect for potential defects which will be rectified prior to the day of settlement. After settlement, purchasers will be granted three months to submit any other defects that they would like rectified.

2. Will I receive any warranties on the apartment finishes?

Purchaser will receive various warranties from the suppliers for selected apartment finishes and appliances. These warranties will be provided to the purchaser at settlement.

3. Who pays for the upkeep of the publicly accessible space?

The publicly accessible space upkeep will be paid by the lot owners within the development through the strata levies.

4. Is there a car wash bay and dog wash facility?

The basement will be fit with both a car wash bay and a dog wash facility.

**ANNEXURE 1:
LIST OF ADAPABLE APARTMENTS**

BUILDING	LEVEL	APARTMENT NUMBER	STRATUM LOT	APARTMENT LOT
A	3	A302	4	3
A	3	A307	4	2
A	4	A403	4	13
A	4	A405	4	14
A	4	A406	4	10
A	4	A409	4	6
A	5	A501	4	21
A	5	A503	4	23
A	5	A506	4	20
A	5	A507	4	19
A	5	A509	4	16
A	6	A601	4	29
A	6	A603	4	28
A	6	A607	4	27
A	6	A609	4	26
B	1	B105	3	4
B	1	B107	3	1
B	2	B205	3	13
B	2	B206	3	14
B	2	B207	3	6
B	2	B208	3	7
B	3	B303	3	21
B	3	B305	3	22
B	3	B307	3	15
B	3	B308	3	16
B	4	B403	3	29
B	4	B405	3	30
B	4	B407	3	24
B	4	B408	3	25
B	5	B501	3	36
B	5	B507	3	32
B	5	B508	3	33
B	5	B510	3	36
B	6	B607	3	37
B	6	B608	3	38
C	2	C201	4	34
C	2	C207	4	30
C	2	C208	4	31
C	2	C209	4	32
C	3	C301	4	40
C	3	C302	4	41
C	3	C305	4	43
C	3	C307	4	35
C	3	C308	4	36
C	3	C309	4	37
C	3	C310	4	38
C	4	C402	4	50
C	4	C403	4	51
C	4	C406	4	53
C	4	C407	4	44
C	4	C408	4	45
C	4	C409	4	51
C	4	C410	4	52
C	5	C502	4	55
C	5	C503	4	59
C	5	C506	4	61
C	5	C507	4	54
C	5	C508	4	55
C	6	C601	4	63
C	6	C602	4	64
D	1	D107	5	1
D	2	D201	5	11
D	2	D210	5	10
D	3	D301	5	21
D	3	D310	5	19
D	3	D311	5	20
D	4	D401	5	31
D	4	D410	5	29
D	4	D411	5	30
D	5	D501	5	41
D	5	D510	5	39
D	5	D511	5	40
D	6	D602	5	51
D	6	D608	5	47
D	6	D609	5	48
D	6	D610	5	49
D	7	D702	5	58
D	7	D708	5	54
D	7	D709	5	55
D	7	D710	5	56
D	8	D802	5	65
D	8	D808	5	61
D	8	D809	5	65
D	8	D810	5	63
E	1	E101	3	40
E	1	E102	3	41
E	1	E105	3	43
E	1	E108	3	46
E	2	E201	3	49
E	2	E202	3	50
E	2	E203	3	51
E	2	E205	3	52
E	2	E208	3	55
E	3	E301	3	58
E	3	E302	3	59
E	3	E303	3	60
E	3	E305	3	61
E	3	E308	3	64
E	4	E401	3	67
E	4	E402	3	68
E	4	E403	3	69
E	4	E405	3	70
E	4	E408	3	73
E	5	E503	3	78
E	5	E505	3	79
E	5	E507	3	81
E	6	E603	3	86
E	6	E605	3	87
E	6	E606	3	88
E	7	E703	3	93
E	7	E705	3	94
E	7	E706	3	95
E	8	E803	3	100
E	8	E805	3	101
E	8	E806	3	102
E	9	E903	3	107
E	9	E905	3	108
F	1	F101	1	1
F	1	F103	1	3
F	1	F106	1	5
F	1	F107	1	6
F	1	F108	1	7
F	2	F201	1	9
F	2	F203	1	11
F	2	F207	1	14
F	2	F208	1	15
F	2	F209	1	16
F	3	F301	1	18
F	3	F303	1	20
F	3	F307	1	23
F	3	F308	1	24
F	3	F309	1	25
F	4	F401	1	27
F	4	F403	1	29
F	4	F407	1	32
F	4	F408	1	33
F	4	F409	1	34
F	5	F501	1	36
F	5	F502	1	37
F	5	F505	1	39
F	5	F506	1	40
F	6	F601	1	42
F	6	F602	1	43
F	6	F605	1	45
F	6	F606	1	46
F	7	F701	1	48
F	7	F702	1	49
F	7	F705	1	51
F	7	F706	1	52
F	8	F801	1	54
F	8	F802	1	55
F	8	F805	1	57
F	8	F806	1	58
G	1	G102	1	61
G	2	G202	1	65
G	2	G203	1	66
G	2	G206	1	68
G	2	G207	1	69
G	3	G302	1	72
G	3	G303	1	73
G	3	G306	1	75
G	3	G307	1	76
G	4	G403	1	80
G	4	G405	1	81
G	4	G406	1	82
G	5	G502	1	85
G	5	G505	1	87
G	6	G602	1	89
G	6	G605	1	91
G	7	G701	1	92
H	1	H102	5	72
H	1	H103	5	73
H	2	H205	5	81
H	2	H206	5	82
H	2	H209	5	74
H	3	H305	5	91
H	3	H306	5	92
H	3	H309	5	84
H	4	H405	5	101
H	4	H406	5	102
H	4	H409	5	94
H	5	H501	5	104
H	5	H503	5	106
H	5	H505	5	107
H	6	H601	5	109
H	6	H603	5	111
H	6	H605	5	112
J	1	J103	1	100
J	1	J105	1	101
J	1	J106	1	102
J	1	J107	1	103
J	1	J108	1	104
J	2	J203	1	107
J	2	J205	1	108
J	2	J206	1	109
J	2	J207	1	110
J	2	J208	1	111
J	3	J303	1	115
J	4	J403	1	119
J	B1	JB101	1	94
J	B1	JB102	1	95
J	B1	JB103	1	96
J	B1	JB105	1	97
K	1	K101	5	120
K	1	K102	5	121
K	1	K103	5	122
K	1	K105	5	123
K	1	K108	5	126
K	1	K109	5	127
K	2	K202	5	129
K	2	K205	5	131
K	2	K206	5	132
K	2	K209	5	135
K	2	K210	5	136
K	3	K302	5	138
K	3	K305	5	140
K	3	K306	5	141
K	3	K309	5	144
K	3	K310	5	145
K	B1	KB106	5	118
K	B1	KB107	5	119

Total = 221 lots

ANNEXURE 2:
LIST OF OWNERS CORPORATION PLANTER BOXES

LIST OF OWNERS CORPORATION PLANTER BOXES				
BUILDING	LEVEL	STRATUM LOT	STRATA LOT	APARTMENT NUMBER
B	4	3	30	B403
B	5	3	36	B501
B	6	3	37	B607
B	6	3	38	B608
B	6	3	39	B609
E	5	3	76	E501
E	5	3	77	E502
E	5	3	78	E503
E	5	3	79	E505
E	6	3	88	E606
E	6	3	89	E607
F	5	1	36	F501
F	5	1	37	F502
F	5	1	38	F503
F	5	1	39	F505
F	5	1	40	F506
G	4	1	79	G402
G	4	1	80	G403
G	5	1	86	G503
G	5	1	87	G505

ANNEXURE 3:
LIST OF BALCONY PROVISIONS

Nine by Mirvac, Willoughby
BALCONY SERVICES SCHEDULE
23/09/2021

3 bedroom premium apartments highlighted in blue

Building	Apartment No.	Balcony Fixtures	Comments
A	A403	GAS/WATER/GPO	
A	A409	GAS/WATER/GPO	
A	A501	GAS/WATER/GPO	
A	A503	GAS/WATER/GPO	
A	A509	GAS/WATER/GPO	
A	A601	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
A	A603	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
A	A607	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
A	A609	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
B	B101	GAS/WATER/GPO	
B	B102	GAS/WATER/GPO	
B	B103	GAS/WATER/GPO	
B	B105	GAS/WATER/GPO	
B	B205	GAS/WATER/GPO	
B	B207	GAS/WATER/GPO	
B	B208	GAS/WATER/GPO	
B	B303	GAS/WATER/GPO	
B	B307	GAS/WATER/GPO	
B	B308	GAS/WATER/GPO	
B	B403	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
B	B405	GAS/WATER/GPO	
B	B407	GAS/WATER/GPO	
B	B408	GAS/WATER/GPO	
B	B501	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
B	B507	GAS/WATER/GPO	
B	B508	GAS/WATER/GPO	
B	B510	GAS/WATER/GPO	
B	B608	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
B	B609	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
C	C201	GAS/WATER/GPO	
C	C207	GAS/WATER/GPO	
C	C208	GAS/WATER/GPO	
C	C209	GAS/WATER/GPO	
C	C301	GAS/WATER/GPO	
C	C302	GAS/WATER/GPO	
C	C309	GAS/WATER/GPO	
C	C403	GAS/WATER/GPO	
C	C409	GAS/WATER/GPO	
C	C503	GAS/WATER/GPO	
C	C507	GAS/WATER/GPO	
C	C508	GAS/WATER/GPO	
C	C601	GAS/WATER/GPO	
C	C602	GAS/WATER/GPO	
C	C603	GAS/WATER/GPO	
D	D101	GAS/WATER/GPO	
D	D102	GAS/WATER/GPO	
D	D103	GAS/WATER/GPO	
D	D107	GAS/WATER/GPO	
D	D108	GAS/WATER/GPO	
D	D109	GAS/WATER/GPO	
D	D201	GAS/WATER/GPO	
D	D202	GAS/WATER/GPO	
D	D203	GAS/WATER/GPO	
D	D206	GAS/WATER/GPO	
D	D207	GAS/WATER/GPO	
D	D210	GAS/WATER/GPO	
D	D303	GAS/WATER/GPO	
D	D403	GAS/WATER/GPO	
D	D503	GAS/WATER/GPO	
D	D601	GAS/WATER/GPO	
D	D602	GAS/WATER/GPO	
D	D608	GAS/WATER/GPO	
D	D702	GAS/WATER/GPO	
D	D708	GAS/WATER/GPO	
D	D802	GAS/WATER/GPO	
D	D808	GAS/WATER/GPO	
D	D907	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
D	D908	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
E	E101	GAS/WATER/GPO	
E	E102	GAS/WATER/GPO	
E	E103	GAS/WATER/GPO	
E	E105	GAS/WATER/GPO	
E	E106	GAS/WATER/GPO	
E	E107	GAS/WATER/GPO	
E	E108	GAS/WATER/GPO	

Nine by Mirvac, Willoughby
BALCONY SERVICES SCHEDULE
23/09/2021

3 bedroom premium apartments highlighted in blue

Building	Apartment No.	Balcony Fixtures	Comments
E	E109	GAS/WATER/GPO	
E	E110	GAS/WATER/GPO	
E	E202	GAS/WATER/GPO	
E	E203	GAS/WATER/GPO	
E	E302	GAS/WATER/GPO	
E	E303	GAS/WATER/GPO	
E	E402	GAS/WATER/GPO	
E	E403	GAS/WATER/GPO	
E	E501	GAS/WATER/GPO	
E	E502	GAS/WATER/GPO	
E	E503	GAS/WATER/GPO	
E	E603	GAS/WATER/GPO	
E	E607	GAS/WATER/GPO	
E	E703	GAS/WATER/GPO	
E	E803	GAS/WATER/GPO	
E	E901	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
E	E902	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
E	E903	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
E	E905	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
F	F101	GAS/WATER/GPO	
F	F102	GAS/WATER/GPO	
F	F103	GAS/WATER/GPO	
F	F105	GAS/WATER/GPO	
F	F106	GAS/WATER/GPO	
F	F107	GAS/WATER/GPO	
F	F108	GAS/WATER/GPO	
F	F109	GAS/WATER/GPO	
F	F201	GAS/WATER/GPO	
F	F203	GAS/WATER/GPO	
F	F207	GAS/WATER/GPO	
F	F208	GAS/WATER/GPO	
F	F301	GAS/WATER/GPO	
F	F303	GAS/WATER/GPO	
F	F307	GAS/WATER/GPO	
F	F308	GAS/WATER/GPO	
F	F401	GAS/WATER/GPO	
F	F403	GAS/WATER/GPO	
F	F407	GAS/WATER/GPO	
F	F408	GAS/WATER/GPO	
F	F501	GAS/WATER/GPO	
F	F502	GAS/WATER/GPO	
F	F505	GAS/WATER/GPO	
F	F506	GAS/WATER/GPO	
F	F601	GAS/WATER/GPO	
F	F602	GAS/WATER/GPO	
F	F605	GAS/WATER/GPO	
F	F606	GAS/WATER/GPO	
F	F701	GAS/WATER/GPO	
F	F702	GAS/WATER/GPO	
F	F705	GAS/WATER/GPO	
F	F706	GAS/WATER/GPO	
F	F801	GAS/WATER/GPO	
F	F802	GAS/WATER/GPO	
F	F805	GAS/WATER/GPO	
F	F806	GAS/WATER/GPO	
G	G102	GAS/WATER/GPO	
G	G102	GAS/WATER/GPO	
G	G105	GAS/WATER/GPO	
G	G203	GAS/WATER/GPO	
G	G207	GAS/WATER/GPO	
G	G303	GAS/WATER/GPO	
G	G307	GAS/WATER/GPO	
G	G403	GAS/WATER/GPO	
G	G406	GAS/WATER/GPO	
G	G501	GAS/WATER/GPO	
G	G502	GAS/WATER/GPO	
G	G505	GAS/WATER/GPO	
G	G601	GAS/WATER/GPO	
G	G602	GAS/WATER/GPO	
G	G605	GAS/WATER/GPO	
G	G701	GAS/WATER/GPO	3bd Premium. 2 power and water points where there are multiple balconies
G	G702	GAS/WATER/GPO	
H	H102	GAS/WATER/GPO	
H	H103	GAS/WATER/GPO	
H	H205	GAS/WATER/GPO	

Nine by Mirvac, Willoughby
BALCONY SERVICES SCHEDULE
23/09/2021

3 bedroom premium apartments highlighted in blue

Building	Apartment No.	Balcony Fixtures	Comments
H	H305	GAS/WATER/GPO	
H	H405	GAS/WATER/GPO	
H	H501	GAS/WATER/GPO	
H	H503	GAS/WATER/GPO	
H	H601	GAS/WATER/GPO	
H	H603	GAS/WATER/GPO	
J	JB101	GAS/WATER/GPO	
J	JB102	GAS/WATER/GPO	
J	JB103	GAS/WATER/GPO	
J	JB105	GAS/WATER/GPO	
J	J101	GAS/WATER/GPO	
J	J108	GAS/WATER/GPO	
J	J302	GAS/WATER/GPO	
J	J303	GAS/WATER/GPO	
J	J402	GAS/WATER/GPO	
J	J403	GAS/WATER/GPO	
K	KB101	WATER/GPO	Note: No gas to building K.
K	KB102	WATER/GPO	Note: No gas to building K.
K	KB103	WATER/GPO	Note: No gas to building K.
K	KB105	WATER/GPO	Note: No gas to building K.
K	KB106	WATER/GPO	Note: No gas to building K.
K	KB107	WATER/GPO	Note: No gas to building K.
K	K101	WATER/GPO	Note: No gas to building K.
K	K102	WATER/GPO	Note: No gas to building K.
K	K108	WATER/GPO	Note: No gas to building K.
K	K209	WATER/GPO	Note: No gas to building K.
K	K309	WATER/GPO	Note: No gas to building K.
K	K209	WATER/GPO	Note: No gas to building K.
K	K309	WATER/GPO	Note: No gas to building K.
K	K401	WATER/GPO	Note: No gas to building K.
K	K402	WATER/GPO	Note: No gas to building K.
K	K405	WATER/GPO	Note: No gas to building K.

ANNEXURE 4:
BUILDING B SUNKEN COURTYARD APARTMENTS

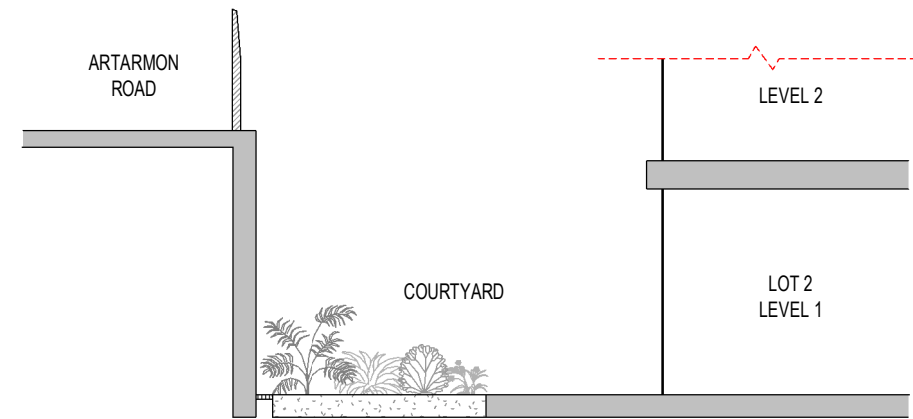
Stratum Lot
3

Strata Lot
2

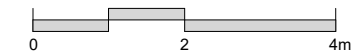
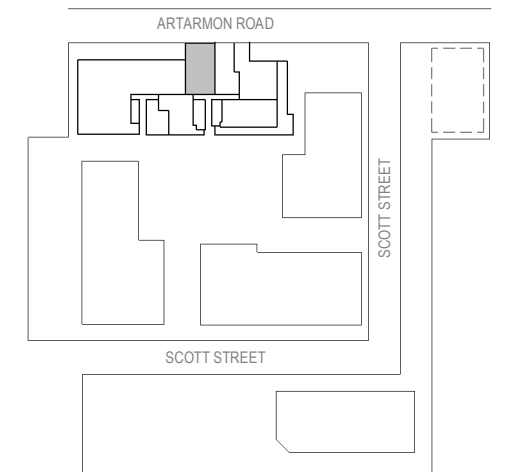
LOT 2 - COURTYARD SECTION

Unit Area	77 m ²
Balcony Area	63 m ²
Total Area	140 m ²

Areas subject to final survey. Area includes balcony, winter garden and courtyard where applicable. Area excludes associated parking and external storage areas.



LOT 2 - COURTYARD SECTION



This floor plan was produced prior to construction and while the information contained herein is believed to be correct it is not guaranteed. Changes will undoubtedly be made in accordance with the contract for sale. The plan does not show additional features such as hot water systems, services, or Bulkheads necessary for services. Dimensions, areas, and scale of floor plans are approximate only and subject to the terms of the Contract. Areas calculated in accordance with the Strata Schemes Development Act 2015. The furniture and furnishings depicted are not included with any sale. Purchasers must refer to the contract for sale for the list of inclusions. Furnishings should not be taken to indicate the final position of power points, TV connection points and the like. All graphics, including design and extent of tile/paver/carpet areas, landscaping, balustrades, louvres, sun shading devices, privacy screens and services equipment are for illustrative purposes only and are not to be relied on as a representative of the final product. Plans do not show additional features within each lot such as letterboxes and side and rear retaining walls. All level changes in the courtyards may not have been shown.

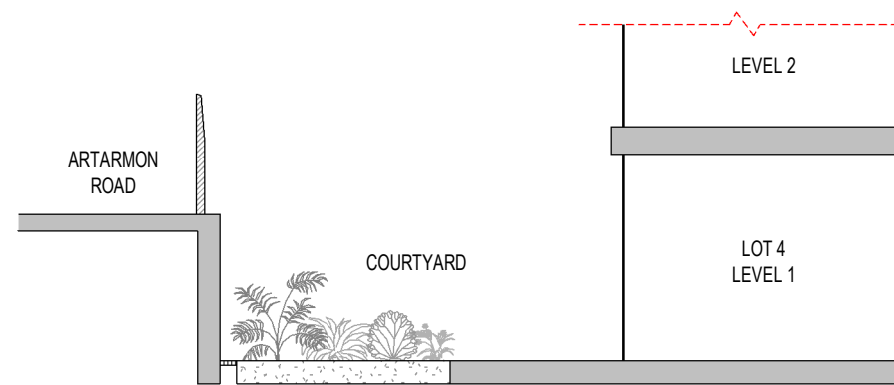
Stratum Lot
3

Strata Lot
4

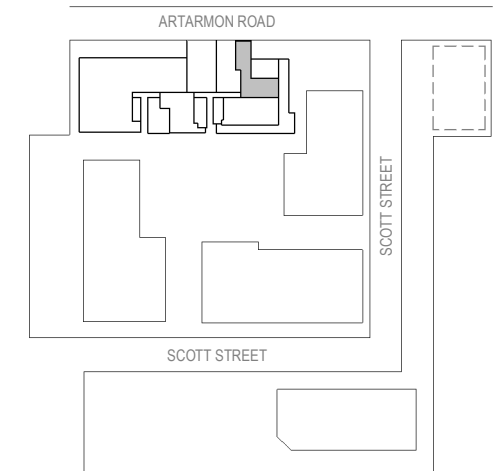
LOT 4 - COURTYARD SECTION

Unit Area 85 m²
Balcony Area 30 m²
Total Area 115 m²

Areas subject to final survey. Area includes balcony, winter garden and courtyard where applicable. Area excludes associated parking and external storage areas.



LOT 4 - COURTYARD SECTION

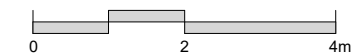


Legend - As Applicable

- | | | |
|-------------------|------------------------------|------------|
| ▲ Access | F Fridge | J Joinery |
| △ Balcony Access | P Pantry | L Linen |
| ** Sliding Screen | O Wall Oven | St Storage |
| * Fixed Screen | Planting maintained by owner | |

#1 Lighting upgrade available

Provision of a water point, GPO (power point) and gas point has been made available to the balcony.



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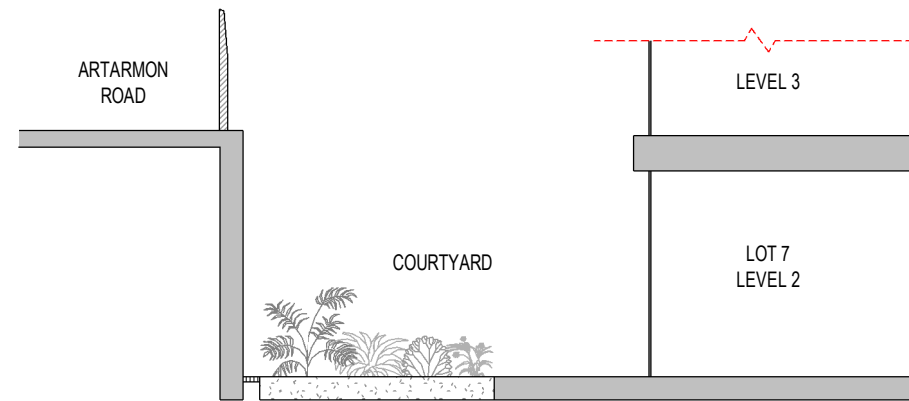
Stratum Lot
3

Strata Lot
7

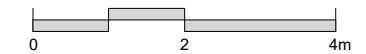
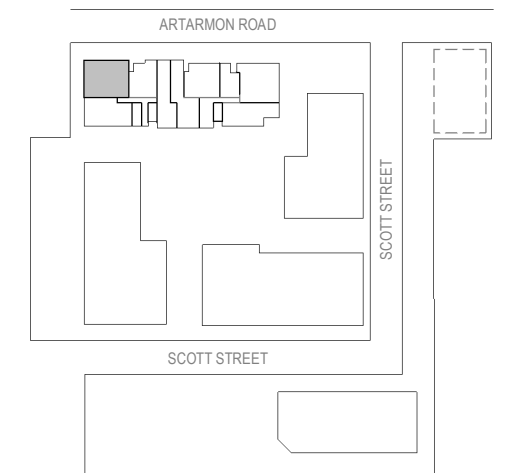
LOT 7 - COURTYARD SECTION

Unit Area	120 m ²
Balcony Area	101 m ²
Total Area	221 m ²

Areas subject to final survey. Area includes balcony, winter garden and courtyard where applicable. Area excludes associated parking and external storage areas.



LOT 7 - COURTYARD SECTION



This floor plan was produced prior to construction and while the information contained herein is believed to be correct it is not guaranteed. Changes will undoubtedly be made in accordance with the contract for sale. The plan does not show additional features such as hot water systems, services, or Bulkheads necessary for services. Dimensions, areas, and scale of floor plans are approximate only and subject to the terms of the Contract. Areas calculated in accordance with the Strata Schemes Development Act 2015. The furniture and furnishings depicted are not included with any sale. Purchasers must refer to the contract for sale for the list of inclusions. Furnishings should not be taken to indicate the final position of power points, TV connection points and the like. All graphics, including design and extent of tile/paver/carpet areas, landscaping, balustrades, louvres, sun shading devices, privacy screens and services equipment are for illustrative purposes only and are not to be relied on as a representative of the final product. Plans do not show additional features within each lot such as letterboxes and side and rear retaining walls. All level changes in the courtyards may not have been shown.

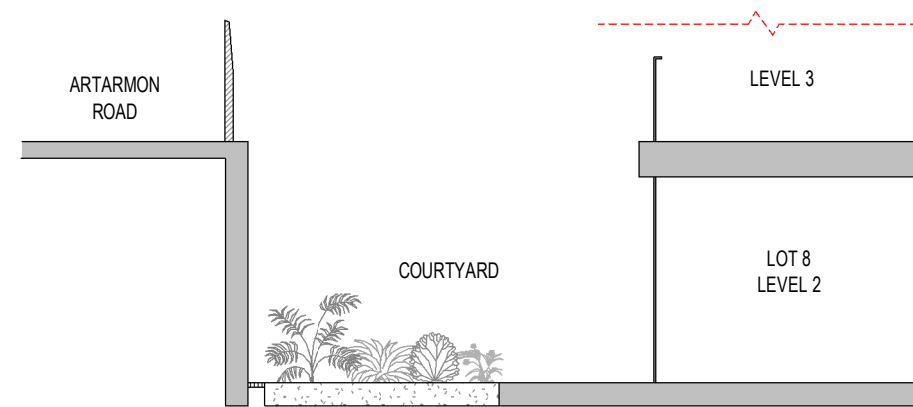
Stratum Lot
3

Strata Lot
8

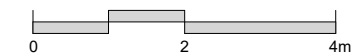
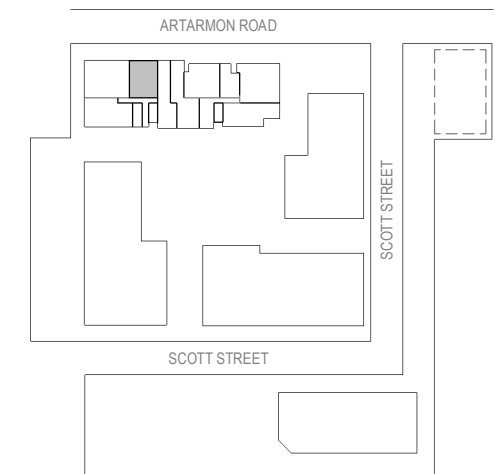
LOT 8 - COURTYARD SECTION

Unit Area	77 m ²
Balcony Area	63 m ²
Total Area	140 m ²

Areas subject to final survey. Area includes balcony, winter garden and courtyard where applicable. Area excludes associated parking and external storage areas.



LOT 8 - COURTYARD SECTION



This floor plan was produced prior to construction and while the information contained herein is believed to be correct it is not guaranteed. Changes will undoubtedly be made in accordance with the contract for sale. The plan does not show additional features such as hot water systems, services, or Bulkheads necessary for services. Dimensions, areas, and scale of floor plans are approximate only and subject to the terms of the Contract. Areas calculated in accordance with the Strata Schemes Development Act 2015. The furniture and furnishings depicted are not included with any sale. Purchasers must refer to the contract for sale for the list of inclusions. Furnishings should not be taken to indicate the final position of power points, TV connection points and the like. All graphics, including design and extent of tile/paver/carpet areas, landscaping, balustrades, louvres, sun shading devices, privacy screens and services equipment are for illustrative purposes only and are not to be relied on as a representative of the final product. Plans do not show additional features within each lot such as letterboxes and side and rear retaining walls. All level changes in the courtyards may not have been shown.

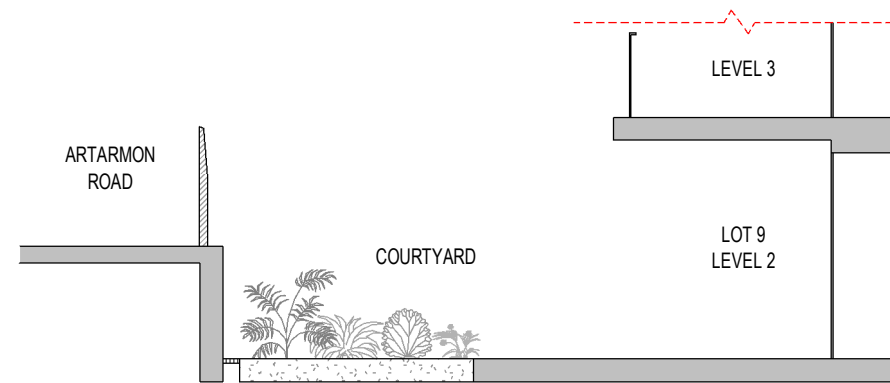
Stratum Lot
3

Strata Lot
9

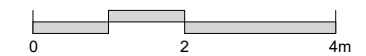
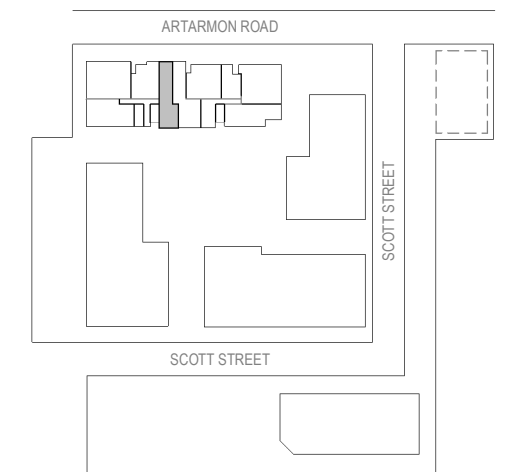
LOT 9 - COURTYARD SECTION

Unit Area	87 m ²
Balcony Area	39 m ²
Total Area	126 m ²

Areas subject to final survey. Area includes balcony, winter garden and courtyard where applicable. Area excludes associated parking and external storage areas.



LOT 9 - COURTYARD SECTION



This floor plan was produced prior to construction and while the information contained herein is believed to be correct it is not guaranteed. Changes will undoubtedly be made in accordance with the contract for sale. The plan does not show additional features such as hot water systems, services, or Bulkheads necessary for services. Dimensions, areas, and scale of floor plans are approximate only and subject to the terms of the Contract. Areas calculated in accordance with the Strata Schemes Development Act 2015. The furniture and furnishings depicted are not included with any sale. Purchasers must refer to the contract for sale for the list of inclusions. Furnishings should not be taken to indicate the final position of power points, TV connection points and the like. All graphics, including design and extent of tile/paver/carpet areas, landscaping, balustrades, louvres, sun shading devices, privacy screens and services equipment are for illustrative purposes only and are not to be relied on as a representative of the final product. Plans do not show additional features within each lot such as letterboxes and side and rear retaining walls. All level changes in the courtyards may not have been shown.

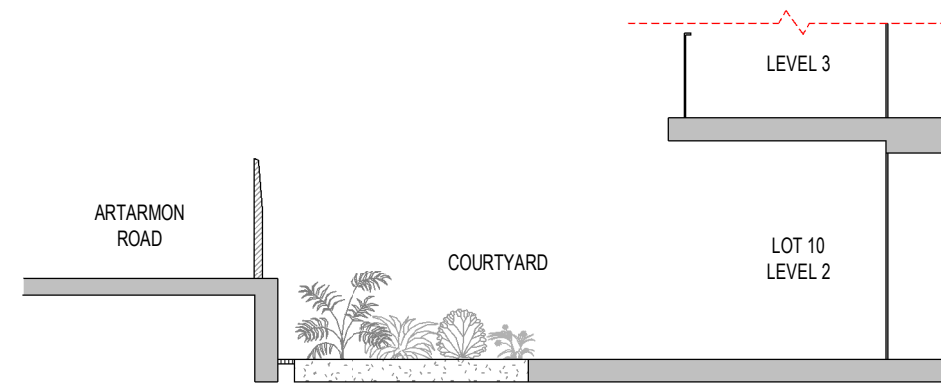
Stratum Lot
3

Strata Lot
10

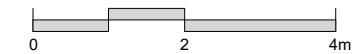
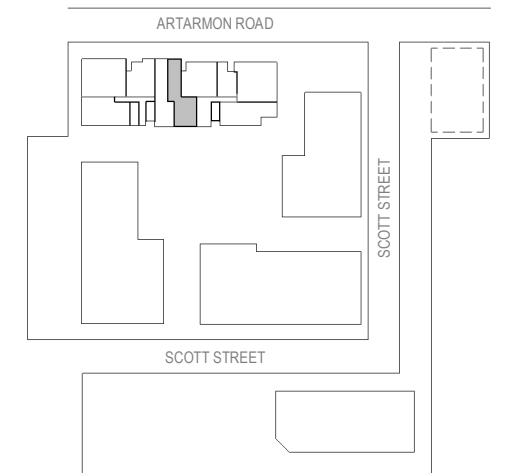
LOT 10 - COURTYARD SECTION

Unit Area	91 m ²
Balcony Area	39 m ²
Total Area	130 m ²

Areas subject to final survey. Area includes balcony, winter garden and courtyard where applicable. Area excludes associated parking and external storage areas.



LOT 10 - COURTYARD SECTION



This floor plan was produced prior to construction and while the information contained herein is believed to be correct it is not guaranteed. Changes will undoubtedly be made in accordance with the contract for sale. The plan does not show additional features such as hot water systems, services, or Bulkheads necessary for services. Dimensions, areas, and scale of floor plans are approximate only and subject to the terms of the Contract. Areas calculated in accordance with the Strata Schemes Development Act 2015. The furniture and furnishings depicted are not included with any sale. Purchasers must refer to the contract for sale for the list of inclusions. Furnishings should not be taken to indicate the final position of power points, TV connection points and the like. All graphics, including design and extent of tile/paver/carpet areas, landscaping, balustrades, louvres, sun shading devices, privacy screens and services equipment are for illustrative purposes only and are not to be relied on as a representative of the final product. Plans do not show additional features within each lot such as letterboxes and side and rear retaining walls. All level changes in the courtyards may not have been shown.

ANNEXURE 5:
LIST OF APARTMENTS REQUIRING ACCESS FOR MAINTENANCE

ACCESS REQUIRED FOR PLANTER BOXES MAINTENANCE

BUILDING	LEVEL	APARTMENT NUMBER	STRATUM LOT	STRATA LOT
B	4	B403	3	30
B	5	B501	3	36
B	6	B607	3	37
B	6	B608	3	38
B	6	B609	3	39
E	5	E501	3	76
E	5	E502	3	77
E	5	E503	3	78
E	5	E505	3	79
E	6	E606	3	88
E	6	E607	3	89
F	5	F501	1	36
F	5	F502	1	37
F	5	F503	1	38
F	5	F505	1	39
F	5	F506	1	40
G	4	G402	1	79
G	4	G403	1	80
G	5	G503	1	86
G	5	G505	1	87

ACCESS REQUIRED FOR DRAIN MAINTENANCE

BUILDING	LEVEL	APARTMENT NUMBER	STRATUM LOT	STRATA LOT
B	1	B101	3	2
B	1	B102	3	3
B	1	B103	3	4
B	2	B208	3	7
B	2	B209	3	8
B	2	B210	3	9
B	2	B201	3	10

**ANNEXURE 6:
TIMBER FLOORING WAIVER**

NINE by Mirvac

Timber Flooring Waiver

You have decided to include timber flooring in your property. Among other things, the decision is based on the information set out below:

- Timber flooring is a floor covering and has a limited life span;
- Timber is a natural product that varies in colour and grain. It is not a hard surface and sharp or heavy objects will cause scratching or denting of the boards. Special care needs to be taken with entry and other high traffic areas that attract grit from the bottom of shoes as well as the placement of furniture;
- Timber flooring is a natural material and is therefore susceptible to warping and movement. Timber naturally absorbs and releases moisture, hence shrinkage or expansion will occur;
- Anything that alters temperature or moisture such as heaters, air-conditioners, clothes dryers, fireplaces and direct sunlight can increase the occurrence of shrinkage or expansion of timber flooring.

For all maintenance and climatic control requirements refer to the manufacturer's Warranty & Maintenance Guide, which will be included in your owner's manual at settlement.

To minimise shrinkage, expansion, delamination and fading of timber flooring after settlement you should -

- Immediately install window furnishings and take other steps necessary to keep a consistent temperature inside your property after settlement.
- Maintain and clean the floor in accordance with the manufacturer's maintenance instructions.

By signing this form, I/we agree that my/our request for timber flooring is made with the knowledge of the above information and we hereby unconditionally release, waive and discharge any right, whether by contract or under operation of law to make any claim(s) or take any action in respect of the above matters against the Mirvac Group now or in the future.

Signed _____ Dated _____

Full Name (print) _____

**ANNEXURE 7:
CUSTOMER UPGRADE – OUTDOOR BBQ ELIGIBILITY**

STAGE	STRATUM LOT	STRATA LOT	BUILDING	BUILDING NAME	LEVEL	APT NO.	APARTMENT TYPE	ELIGIBLE FOR UPGRADE (Y/N?)	SMALL BBQ (1400mm)	LARGE BBQ (1900mm)	Comments
1	3	5	B	CUE	1	B105	Two Bedroom + Media Apartment	Y	1400mm		
1	3	30	B	CUE	4	B403	Three Bedroom Premium Apartment	Y	1400mm		
1	3	36	B	CUE	5	B501	Three Bedroom Penthouse	Y	1400mm	1900mm	<i>Note: requires hood under pergola</i>
1	3	38	B	CUE	6	B608	Three Bedroom Penthouse	Y	1400mm	1900mm	<i>Note : requires hood under pergola</i>
1	3	39	B	CUE	6	B609	Three Bedroom Premium Apartment	Y	1400mm	1900mm	<i>Note: requires hood under pergola</i>
1	3	40	E	CHROMA	1	E101	Two Bedroom + Media Apartment	Y	1400mm		
1	3	41	E	CHROMA	1	E102	Three Bedroom Apartment	Y	1400mm		
1	3	43	E	CHROMA	1	E105	One Bedroom + Media Apartment	Y	1400mm		
1	3	44	E	CHROMA	1	E106	Two Bedroom Apartment	Y	1400mm		
1	3	45	E	CHROMA	1	E107	Two Bedroom Apartment	Y	1400mm		
1	3	46	E	CHROMA	1	E108	One Bedroom + Media Apartment	Y	1400mm		
1	3	47	E	CHROMA	1	E109	Two Bedroom Apartment	Y	1400mm		
1	3	48	E	CHROMA	1	E110	One Bedroom + Study Apartment	Y	1400mm	1900mm	
1	3	68	E	CHROMA	4	E402	Three Bedroom + Media Apartment	Y	1400mm		
1	3	77	E	CHROMA	5	E502	Two Bedroom Apartment	Y	1400mm		
1	3	78	E	CHROMA	5	E503	Three Bedroom Apartment	Y	1400mm		
1	3	86	E	CHROMA	6	E603	Three Bedroom Apartment	Y	1400mm		
1	3	93	E	CHROMA	7	E703	Three Bedroom Apartment	Y	1400mm		
1	3	100	E	CHROMA	8	E803	Three Bedroom Apartment	Y	1400mm		
1	3	105	E	CHROMA	9	E901	Three Bedroom Penthouse	Y	1400mm	1900mm	<i>Note : need cantilevered hood under pergola</i>
1	3	106	E	CHROMA	9	E902	Three Bedroom Penthouse	Y	1400mm	1900mm	<i>Note : need cantilevered hood under pergola</i>
1	1	94	J	LANGARA	LG	JB101	Two Bedroom Apartment	Y	1400mm		
1	1	95	J	LANGARA	LG	JB102	Two Bedroom Apartment	Y	1400mm		
1	1	96	J	LANGARA	LG	JB103	One Bedroom + Media Apartment	Y	1400mm		
1	1	97	J	LANGARA	LG	JB105	Two Bedroom + Study Apartment	Y	1400mm		
1	1	1	F	OVERTURE		F101	Three Bedroom Apartment	Y	1400mm		
1	1	2	F	OVERTURE		F102	One Bedroom Apartment	Y	1400mm		
1	1	7	F	OVERTURE		F108	Two Bedroom Apartment	Y	1400mm	1900mm	
1	1	8	F	OVERTURE		F109	Two Bedroom Apartment	Y	1400mm	1900mm	
1	1	40	F	OVERTURE		F506	Three Bedroom + Media Apartment	Y	1400mm	1900mm	
1	1	61	G	KENNEDY		G102	One Bedroom + Media Apartment	Y	1400mm		
1	1	92	G	KENNEDY		G701	Three Bedroom Penthouse Apartment	Y	1400mm	1900mm	

**ANNEXURE 8:
EPITOME OF CONTRACT FOR SALE**

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Mirvac Real Estate Pty Limited ABN 65 003 342 452 Level 28, 200 George Street, Sydney NSW 2000	Ref:
co-agent		
depositholder	vendor's solicitor	
vendor	Mirvac Residential (NSW) Developments Pty Ltd Level 28, 200 George Street, Sydney NSW 2000	ABN 29 609 513 135
vendor's solicitor		Phone Fax Ref
	Email:	
date for completion	See clauses 15 and 33	
land (address, plan details and title reference)	Address: Lot [#], 'Nine by Mirvac', [insert address], Willoughby NSW 2028 (see Schedule 4 clauses 1.20 and 1.21) Plan: Unregistered plan: Being Lot [#] in an unregistered strata plan (copy attached). The strata plan is a subdivision of proposed lot [#] in an unregistered stratum plan of subdivision (copy attached), which is a subdivision of lot 1 in deposited plan 820327, lot 10 in deposited plan 1162507, lot 13 in deposited plan 6849, lot 12 in deposited plan 1162507, lot 11 in deposited plan 1162507 (copies attached) and, subject to clause 1.63 of Schedule 4, Scott Street. Title: Part folio identifier lot 1/820327, 10/1162507, 13/6849, 12/1162507 and 11/1162507 (copy attached).	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input checked="" type="checkbox"/> apartment <input type="checkbox"/> carspace <input type="checkbox"/> motorcycle parking <input type="checkbox"/> storage space	
foreign purchaser	documents in the List of Documents as marked or numbered: <input type="checkbox"/> yes <input type="checkbox"/> no	

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

inclusions	See schedule of finishes (some may be fixtures)
exclusions	Nil.
purchaser	
	Phone
	Email
purchaser's solicitor	Phone Fax Ref
	Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

Guarantor name and address:
name and address:

See Signature Schedule

vendor

GST AMOUNT
The price includes GST (see clause 53)

witness

See Signature Schedule

purchaser JOINT TENANTS tenants in common in unequal shares
witness

Choices

Vendor agrees to accept a **deposit-bond** (see clause 37)

Electronic transaction (see clause 57)

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-

0

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

Purchaser must make a *GSTRW payment*

NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details – see clause 53.4(a)(i)(B))

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice (see clause 53.4(a)(i)(B))

GSTRW payment (GST residential withholding payment) – further 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: Mirvac Projects Pty Ltd

Supplier's ABN: 72 001 069

Supplier's GST branch number (if applicable):

Supplier's business address: Level 28, 200 George Street, Sydney NSW 2000

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

General

- 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 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 diagram)
 - 9 sewer lines location diagram (sewerage 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 lease (with every relevant memorandum or variation)
 - 16 other document relevant to tenancies
 - 17 licence benefiting the land
 - 18 old system document
 - 19 Crown purchase statement of account
 - 20 building management statement
 - 21 form of requisitions
 - 22 *clearance certificate*
 - 23 land tax certificate
- Home Building Act 1989**
- 24 insurance certificate
 - 25 brochure or warning
 - 26 evidence of alternative indemnity cover
- Swimming Pools Act 1992**
- 27 certificate of compliance
 - 28 evidence of registration
 - 29 relevant occupation certificate
 - 30 certificate of non-compliance
 - 31 detailed reasons of non-compliance

Strata or community title (clause 59 of the contract)

- 32 property certificate for strata common property
 - 33 plan creating strata common property
 - 34 strata by-laws
 - 35 strata development contract or statement
 - 36 strata management statement
 - 37 strata renewal proposal
 - 38 strata renewal plan
 - 39 leasehold strata - lease of lot and common property
 - 40 property certificate for neighbourhood property
 - 41 plan creating neighbourhood property
 - 42 neighbourhood development contract
 - 43 neighbourhood management statement
 - 44 property certificate for precinct property
 - 45 plan creating precinct property
 - 46 precinct development contract
 - 47 precinct management statement
 - 48 property certificate for community property
 - 49 plan creating community property
 - 50 community development contract
 - 51 community management statement
 - 52 document disclosing a change of by-laws
 - 53 document disclosing a change in a development or management contract or statement
 - 54 document disclosing a change in boundaries
 - 55 information certificate under Strata Schemes Management Act 2015
 - 56 information certificate under Community Land Management Act 1989
 - 57 disclosure statement - off the plan contract
 - 58 other document relevant to off the plan contract
- Other**
- 59: **See list of attachments**

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

To be appointed on registration of the strata plan.

ANNEXURE 9:
APPROVED PROVIDER OF BG

Internal Memo

**TO: General Managers
Financial Controllers
Sales Directors**

DATE: September 2021

FROM: Mirvac Treasury

DEPOSIT BONDS AND BANK GUARANTEES FOR RESIDENTIAL PRE-SALES

Please find listed below the bank/institutions which Mirvac currently accepts:

Bank Guarantees

AMP Bank Ltd
ANZ Bank
Bank of China, Sydney Branch
Bank of Queensland
Bank West
Bendigo and Adelaide bank Ltd
CBA
Citibank
HSBC
Macquarie Bank
NAB
St George
Sumitomo Mitsui Banking Corporation
Suncorp
Westpac Banking Corp

Deposit Bonds

Allianz Australia Insurance Ltd
QBE
Suncorp / Vero
Other Australian Headquartered Insurers

NB Acceptance of any foreign bank guarantees need to be approved by the Group Treasurer.

Please remember the maximum limit of **25% deposit bonds in any one development.**

Note that bonds/guarantees must be in essentially the same form as set out in the attached. They may not contain reference to an **expiry date unless** this date is greater than the **sunset date**. There must be **no conditions** on the terms of the undertaking, it must be an unconditional on demand bank guarantee or bond, if there is any doubt, please send a copy of the draft bond to Group treasury for approval.

**ANNEXURE 10:
DRAFT STRATA BY-LAWS**

Approved Form 7	Strata Plan By-laws	Sheet 1 of 55 Sheets
Registered:	Office Use Only	Office Use Only

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

See Annexure "A"

draft

This is the form referred to in section 10(1)(b)(ii) Strata Schemes Development Act 2015.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.an

Approved Form 7	Strata Plan By-laws	Sheet 2 of 55 Sheets
Registered:	Office Use Only	Office Use Only

Annexure "A"

1 Definitions and Interpretation

Definitions

In these By-laws these terms (in any form) mean:

Act the *Strata Schemes Management Act 2015* (NSW);

Administration Manager has the meaning given to that term in the Strata Management Statement;

Advertising any sign, placard, banner, notice or other marketing material;

Agent any agent, representative, property manager, holiday letting company, facilitator or other person who carries on business to enable STRA;

Air Conditioning System the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units including the Condenser Units and any associated meters;

Authority any government or semi government authority or instrumentality, statutory or judicial authority, including Council;

Balcony that part of a Lot which is noted as "B" on the Strata Plan and **Balconies** has the corresponding meaning;

Balcony Membrane that part of the Common Property being the waterproofing membrane attached to the slab of the Balcony forming part of a Lot;

Bicycle Storage Area [that part of the Common Property designed by the Owners Corporation from time to time as a bicycle storage area] / [that part of the Common Property noted '[#]' on the Strata Plan]; **[Drafting note: to be confirmed prior to registration of the Strata Plan]**

Building the buildings erected on the Parcel;

Building Management Committee the committee appointed under the Strata Management Statement;

Building Manager either (as applicable):

- (a) the building manager appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the building manager;
- (b) has the meaning given to that term in the Strata Management Statement;

By-laws these by-laws;

Approved Form 7	Strata Plan By-laws	Sheet 3 of 55 Sheets
Registered:	Office Use Only	Office Use Only

Common Property so much of the Parcel as from time to time is not comprised in any Lot;

Common Property Rights By-law by-laws granting Owners exclusive use and special privileges of Common Property according to the Act;

Condenser Units the air conditioning condenser units on that part of the Common Property located at roof level;

Council the Willoughby City Council or its successor;

Courtyard that part of a Lot which is noted as "CY" on the Strata Plan;

Developer has the meaning given to that term in the Strata Management Statement;

Development Consent the consent of Council to:

- (a) development application DA-2020/136 dated 30 June 2021;
- (b) development application DA-2020/137 dated 30 June 2021; and
- (c) development application DA-2020/271 dated 17 July 2021,

to, amongst other things, construct the Building, as modified or substituted from time to time;

Development Site the development site comprised in lot 1 in deposited plan 820327, lot 10 in deposited plan 1162507, lot 13 in deposited plan 6849, lot 12 in deposited plan 1162507 and lot 11 in deposited plan 1162507 and [Scott Street]; **[Drafting note: title details are to be confirmed prior to registration of this by-law instrument and may be amended by the Developer in accordance with clause 43 of the contract.]**

Easements any easements, restrictions on use or positive covenants which burden or benefit the Common Property;

eDiverter System the eDiverter system connected to the garbage chutes in the Building and any plant, pipes, wires, cables, ducts, plates, pumps associated with that eDiverter system;

Electric Vehicle Chargers the smart electric vehicle charger to charge electric vehicles located in the Car Space of an EV Lot;

Electric Vehicle Charging Station the electrical charge points to charge electric vehicles located on nominated Visitor Car Parking Spaces;

Emergency Evacuation Plan the emergency evacuation plan prepared by the Developer and provided to the Owners Corporation, as amended from time to time;

EV Lot a Lot that has an Electric Vehicle Charger installed in the Car Space for that Lot;

EV Operator a suitably qualified operator of the Electric Vehicle Chargers appointed by the Owners Corporation;

Approved Form 7	Strata Plan By-laws	Sheet 4 of 55 Sheets
Registered:	Office Use Only	Office Use Only

Excluded Dog:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fila brasileiro;
- (e) a Japanese tosa;
- (f) any dog prohibited from importation into Australia by the Australian Government; and
- (g) an unregistered or dangerous dog under the *Companion Animals Act 1998* (NSW);

Exhaust System the kitchen and bathroom exhausts, fans and associated plant and equipment which is installed within the Common Property and services a Lot;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel such as sprinklers, speakers, smoke alarms strobes and smoke detectors;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs, pressurisation equipment and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel such as hire hydrants, fire hose reels, control valves and exposed pipework; or
- (e) is required by Law for fire safety or that otherwise improves fire safety;

Garage Door means the garage door and any fittings (including mechanical and motor operated fittings) adjacent to a Car Space;

Garbage and Recycling Room has the meaning given to that term in the Strata Management Statement;

Garbage Rooms that part of the Common Property noted '[#]' on the Strata Plan;
[Drafting note: to be confirmed prior to registration of the Strata Plan]

Government Agency any governmental, semi-government, statutory, public or other Authority having jurisdiction over the Parcel;

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

Approved Form 7	Strata Plan By-laws	Sheet 5 of 55 Sheets
Registered:	Office Use Only	Office Use Only

- (b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent Authority;

Loading Dock has the meaning given to that term in the Strata Management Statement;

Loading Dock Easement has the meaning given to that term in the Strata Management Statement;

Loading Dock Management Plan has the meaning given to that term in the Strata Management Statement;

Lot a lot (as defined in the Act) in the Strata Plan;

Mail Room the mail room containing mail boxes on that part of the Common Property located on the ground floor of the Building;

Maintenance Manual has the meaning given to that term in the Strata Management Statement;

Motorcycle Space that part of the Common Property noted 'MS' on the Strata Plan;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

- (a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
- (b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with section 178 of the Act;

Owners Corporation the Owners Corporation for the Strata Scheme;

Owners Corporation Manual a manual comprising of rules and directions in respect of garbage disposal and other matters prepared by the Developer and provided to the Owners Corporation, as amended from time to time;

Parcel the land comprised in the Strata Scheme;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;

Residential Architectural Code the architectural code set out in **schedule 1**;

Rules the rules made under these By-laws;

Screens any fly screens which is attached to windows or doors;

Security Key a key, magnetic or other device used to:

Approved Form 7	Strata Plan By-laws	Sheet 6 of 55 Sheets
Registered:	Office Use Only	Office Use Only

- (a) open and close gates, doors or locks on the Common Property;
- (b) operate alarms, security systems or communications systems; or
- (c) operate any equipment or system if applicable;

Services includes:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil, cooling tower supply/return and non-potable recycled water;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission;

Shared Facility has the meaning given to that term in the Strata Management Statement;

Storage Area that part of a Lot which is noted as “S” on the Strata Plan;

STRA has the meaning given to that term in by-law 3.4;

Strata Committee the strata committee of the Owners Corporation elected in accordance with the Act;

Strata Management Statement the Strata Management Statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan the strata plan registered with these By-laws;

Strata Scheme the strata scheme constituted on registration of the Strata Plan;

Substitute Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if its Representative cannot attend; and

Visitor Car Parking Spaces that part of the Common Property noted “VIS’ on the Strata Plan.

Interpretation

- 1.2 A word appearing and not defined in these By-laws but defined in the Act has the meaning under the Act.
- 1.3 In these By-laws, unless the contrary intention appears, a reference to:

Approved Form 7	Strata Plan By-laws	Sheet 7 of 55 Sheets
Registered:	Office Use Only	Office Use Only

- (a) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (b) the singular includes the plural and vice versa;
 - (c) any gender includes all other genders;
 - (d) a person includes a corporation, partnership, joint venture, association, Authority, trust, state or government and vice versa; and
 - (e) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these By-laws is invalid or unenforceable, the validity or enforceability of the remaining By-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these By-laws.
- 1.6 The word "includes" in any form is not a word of limitation.
- 1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

2 Laws and Instruments

Binding Nature

- 2.1 These By-laws set out the rules of the Strata Scheme and bind:
- (a) Owners;
 - (b) Occupiers;
 - (c) the Owners Corporation;
 - (d) Permitted Persons; and
 - (e) mortgagees in possession of a Lot.

Strata Management Statement

- 2.2 These By-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.
- 2.3 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.4 If there is any matter or thing that is authorised by these By-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these By-laws to the extent of the inconsistency.
- 2.5 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these By-laws by that Owner or Occupier.

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- 2.6 A consent under these By-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Building Management Committee

- 2.7 The Owners Corporation is a member of the Building Management Committee.
- 2.8 The Strata Committee may:
- (a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the members of the Strata Committee; and
 - (b) terminate the appointment of a Representative or Substitute Representative at any time within the definitions of Representative and Substitute Representative.

Complying with the Residential Architectural Code

- 2.9 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Residential Architectural Code including when carrying out any works to a Lot or the Common Property.

Rules

- 2.10 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- 2.11 The Rules must be consistent with these By-laws, the Strata Management Statement and the Easements.
- 2.12 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.13 If a Rule is inconsistent with these By-laws, the Strata Management Statement, the Easements or the requirements of a Government Agency, the By-laws, the Strata Management Statement, the Easements or the requirements of the Government Agency (as applicable) prevail to the extent of the inconsistency.
- 2.14 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By-laws

- 2.15 Each Owner must provide an Occupier with a copy of these By-laws.
- 2.16 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these By-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

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Compliance with Laws

2.17 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

2.18 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

2.19 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these By-laws and the provisions of the Act.

Non-compliance

- 2.20 The following provisions apply if an Owner or Occupier fails to comply with these By-laws:
- (a) the Owners Corporation may enforce a by-law by legal means;
 - (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
 - (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;
 - (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
 - (e) the powers of the Owners Corporation under this By-law are in addition to those available to it under the Act.

Applications

2.21 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

Strata Manager

2.22 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the Administration Manager appointed by the Building Management Committee.

Building Manager

2.23 When appointing a Building Manager, the Owners Corporation may (but is not obliged to) appoint the building manager appointed by the Building Management Committee.

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Owners Corporation Consent

- 2.24 A person must make any application for the consent of the Owners Corporation under these By-laws in writing.
- 2.25 Subject to an express provision in these By-laws the Owners Corporation must acting reasonably:
- (a) give consent conditionally or unconditionally; or
 - (b) withhold its consent.
- 2.26 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 2.27 Subject to an express provision in these By-laws or any provision of the Act, consents by the Owners Corporation under these By-laws may be given by:
- (a) the Owners Corporation at a general meeting; or
 - (b) the Strata Committee at a Strata Committee meeting.
- 2.28 The Owners Corporation must give any consent required under these By-laws in writing.
- 2.29 The Owners Corporation may delegate any function or consent to the Strata Committee as is permitted under Law to be delegated to the Strata Committee.

Powers of the Owners Corporation

- 2.30 The Owners Corporation may:
- (a) require an Owner or Occupier to remove any item that an Owner or Occupier installs in a Lot or on Common Property otherwise than in compliance with these By-laws;
 - (b) require an Owner or Occupier to reinstate the Lot or that part of the Common Property after the removal of any item or upon completion of work undertaken to the Lot or Common Property if that item or work was installed or carried out in contravention of these By-laws; and
 - (c) undertake all works as is necessary on behalf of an Owner or Occupier should any Owner or Occupier fail to comply with by-laws 2.30(a) and 2.30(b) within the period required by the Owners Corporation and recover costs associated with any works required from the Owner of the relevant Lot.

3 Use of Lots

Residential Use

- 3.1 A Lot can only be used by Owners and Occupiers as follows:

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- (a) for permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like;
- (b) with no more than two adult people occupying any bedroom with no bedroom containing more than two beds (excluding children's beds, cots and bassinets);
- (c) only those rooms designated as bedrooms may be used for sleeping accommodation; and
- (d) the total number of adults residing in any one Lot must not exceed twice the number of approved bedrooms.

3.2 Owners and Occupiers must not advertise or organise the use of a Lot for short term accommodation or share accommodation.

Leasing of Residential Lots

3.3 Owners must ensure that:

- (a) the letting of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010 (NSW)* and must be for a continuous period of at least three months;
- (b) any leasing Agent is made aware of the restrictions imposed under by-law 3.1 and 3.2;
- (c) all reasonable endeavours are taken to ensure compliance with these By-laws; and
- (d) a copy of these By-laws are attached to any residential lease.

Short term letting

3.4 An Owner or Occupier of a Lot must not use their Lot for the purposes of short term rental accommodation (**STRA**) if the Lot is not the principal place of residence of the Owner or Occupier who, pursuant to the arrangement, is giving another person the right to occupy the Lot.

3.5 An Owner must ensure that any Occupier of their Lot complies with by-law 3.4.

3.6 An Owner or Occupier must not engage or permit any Agent to advertise or enter into agreements for use of the Lot as STRA unless the Lot is the principal place of residence of the Owner or Occupier which engages or permits the Agent to do so.

3.7 If an Owner or Occupier proposes to use their Lot for the purposes of STRA, they must prior to commencing any STRA (and thereafter on an annual basis) provide to the Owners Corporation:

- (a) a statutory declaration (in a form reasonably required by the Owners Corporation) declaring that the Lot is their principal place of residence; and

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- (b) any other documentation reasonably required by the Owners Corporation to evidence that the Lot is their principal place of residence.

3.8 The Owners Corporation has the power to:

- (a) investigate (including engaging the services of a search agent or investigator) whether any Lot is being advertised for or used for STRA in breach of by-law 3.6;
- (b) issue a breach notice to the Owner or Occupier (or both) requiring Advertising for STRA in the Lot cease immediately if it is in breach of by-law 3.6 (this may include requiring the Owner or Occupier to enforce any rights it has in its tenancy agreements to require Advertising for STRA to cease immediately);
- (c) report to any relevant Government Agency any breach or reasonably suspected breach of by-laws 3.4 to 3.7; and
- (d) engage in any legal action necessary to enforce by-laws 3.4 to 3.7.

3.9 Any Owner or Occupier which breaches by-laws 3.4 to 3.7 indemnifies the Owners Corporation for and against all costs, claims, damages, loss and liability arising from breach of by-laws 3.4 to 3.7, including:

- (a) any loss or damage to property, including any part of the Common Property; and
- (b) costs associated with enforcement of this by-law (including costs incurred by the Owners Corporation under by-law 3.8).

3.10 The Owners Corporation may recover the cost and expenses of carrying out the activities referred to in by-law 3.8 from the respective Owner as a levy debt, due and payable at the Owners Corporation's direction and which, if unpaid within one month of being due, will bear simple interest at the rate of 10 percent per annum until paid (or if the regulations provide for another rate for unpaid levies, that other rate) and the interest will form part of that debt.

4 Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

4.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

4.2 An Owner or Occupier must not:

- (a) obstruct lawful use of Common Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

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Smoking

- 4.3 An Owner or Occupier must not (and must ensure that Permitted Persons do not) smoke tobacco or any other substance (including cigarettes and e-cigarettes) within a Lot or within Common Property.

Children

- 4.4 An Owner or Occupier must ensure that a child under the age of 12 under the care and control of that Owner or Occupier only remains in or on areas of Common Property or Balconies which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 4.5 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person complies with these By-laws in so far as they apply to Permitted Persons and does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

- 4.6 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 4.7 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within five business days of notification in writing by the Owners Corporation.
- 4.8 Provided the Owner of the relevant Lot complies with by-law 4.7, it will not be in breach of by-law 4.6 with respect to any increase in premium arising out of the use of its Lot.

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5 Common Property

Common Property and Shared Facilities

5.1 Some items of Common Property are Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of any items of Common Property that are Shared Facilities.

Obligations of Owners and Occupiers

5.2 An Owner or Occupier may (unless specifically permitted by these By-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

- (a) leave anything on Common Property;
- (b) obstruct the use of Common Property;
- (c) use any part of Common Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on Common Property;
- (e) attach any item to Common Property;
- (f) do or permit anything to be done to Common Property which might cause damage; or
- (g) alter Common Property.

5.3 By-law 17 applies to the carrying out of building works or alterations and may apply to paragraph (a), (b), (d), (e) (f) or (g) of by-law 5.2.

5.4 An Owner or Occupier must:

- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

5.5 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

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Damage to Common Property

- 5.6 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
- (a) promptly notify the Owners Corporation of the damage caused; and
 - (b) compensate the Owners Corporation accordingly.

Maintenance Manual

- 5.7 The Owners Corporation must:
- (a) maintain the Common Property in accordance with the Maintenance Manual; and
 - (b) comply with the provisions of clause [45.6] of the Strata Management Statement.

Safety

- 5.8 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 5.9 The Owners Corporation must:
- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
 - (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
 - (c) provide a copy of the annual fire safety statement referred to in by-law 5.9(a) to Council.

Owners Corporation Access

- 5.10 In accordance with the Act, the Owners Corporation may enter a Lot to operate, inspect, test, treat, use, maintain or replace Common Property. On the giving of prior notice, Owners and Occupiers may be required to provide access to that part of a Lot for the purpose of inspecting, testing and maintaining any Service or infrastructure located on Common Property.

Building Management Committee Access

- 5.11 The Owners Corporation authorises the Building Management Committee to exercise its right to enter a Lot in accordance with the Strata Management Statement, to operate, inspect, test, treat, use, maintain or replace a Shared Facility located in a Lot or to access a Shared Facility through a Lot if no alternative access is available.

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6 External Appearance

General

- 6.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 6.2 To ensure the architectural integrity of the Building:
- (a) window coverings including internal louvers, curtains or blinds when viewed from the exterior of the Building must be grey in colour; no vertical blinds, slatted blinds and net curtains may be installed on any window or door; and
 - (b) windows must not be tinted without the approval of the Owners Corporation.

Hanging of Washing & Other Items

- 6.3 An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Courtyard if they can be viewed from outside the Lot of that Owner or Occupier.

Screens

- 6.4 An Owner or Occupier must not install Screens to an entry door to a Lot.
- 6.5 An Owner or Occupier may install Screens which face the exterior of the Building so long as:
- (a) the Screen is finished in a colour matching the colour of the window frames;
 - (b) the Screen does not have bars and/or grills;
 - (c) the flyscreen material of the Screen cannot be seen from outside of a Lot;
 - (d) the Owner or Occupier does not drill into the curtain wall or window wall façade; and
 - (e) the Screen is otherwise consistent with any requirements of the Residential Architectural Code.

Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

- 6.6 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency.

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7 Floor Coverings

Noise

- 7.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 7.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to replace a floor finish within an Owner's Lot the impact insulation rating of an installed floor system shall have an impact isolation classification of not greater than LnTw 52 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

Consent

- 7.3 An Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 7.4 has been furnished to the Owners Corporation.

Report

- 7.4 An application for consent by an Owner under by-law 7.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 7.2.

Certificate

- 7.5 Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has inspected and tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 7.4. If such a certificate is not provided to the Owners Corporation within three months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.
- 7.6 The Owners Corporation may at any stage conduct further inspections and testing of the floor finish (at the expense of the Owners Corporation) to ensure continued compliance with by-law 7.2.

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7.7 If the results of the further inspections and testing carried out by the Owners Corporation under by-law 7.6 show that there is non-compliance with the standard set out in by-law 7.2, the Owners Corporation may request that the Owner:

- (a) carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owners Corporation's request; or
- (b) replace the new floor finish with carpet if the Owners Corporation is of the view that the works under by-law 7.7(a) cannot be carried out.

7.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owners Corporation's request, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

Furniture

7.9 Where a floor finish has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

Maintenance

7.10 Where timber flooring has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must maintain the timber floor having regard to the condition at the time of installation (subject to fair wear and tear).

8 Lights

8.1 Owners and Occupiers are responsible for:

- (a) the repair, maintenance and replacement of all light fittings and associated transformers within a Lot; and
- (b) the replacement of all light bulbs for light fittings within the Lot, including on Balconies and Courtyards.

8.2 The Owners Corporation is responsible for:

- (a) the repair, maintenance and replacement of all light fittings and associated transformers within Common Property and on Balconies and Courtyards; and
- (b) the replacement of all light bulbs for light fittings within the Common Property.

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9 Storage Areas and Parking

Storage Areas

- 9.1 An Owner or Occupier must ensure that items stored in Storage Areas:
- are raised above floor level;
 - are stored away from the boundaries of the Storage Areas as the boundary of some Storage Areas may be subject to subterranean moisture; and
 - provide a minimum 500mm clearance to any sprinkler pipe or sprinkler head or other Services which run through or are positioned in any Storage Area.
- 9.2 An Owner or Occupier must:
- not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - only use any materials to screen the stored items as is existing as at the date of registration of the Strata Plan;
 - not store any items on the chain wire roof of the storage cage;
 - be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
 - ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;
 - comply with all Laws relating to the storage of items in the Storage Area;
 - ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
 - not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinklers or Service located in the Storage Area).

Parking

- 9.3 Any part of a Lot designated for use for parking of vehicles must not be used by an Owner or Occupier for any other purpose without the prior approval of the Owners Corporation and must not be used for the storage of goods or waste products.

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9.4 A Lot or any part of a Lot designated for use for parking of vehicles must be maintained free of obstruction and are not to be utilised for the washing or servicing of cars or vehicles.

Parking on Common Property

9.5 Subject to these By-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9.6 The Owners Corporation may remove motor vehicles that are parked on Common Property and recover costs incurred for the removal of that vehicle from the relevant Owner or Occupier.

Bonnet boxes

9.7 An Owner or Occupier may, with the consent of the Owners Corporation and confirmation from a suitably qualified fire services designer in accordance with by-law 9.8, install one bonnet box within each Car Space forming part of their Lot, subject to the following conditions:

- (a) the bonnet box must be kept in good repair at all times;
- (b) no items are to be stored on top of, or underneath, the bonnet box or placed in the bonnet box in such a way as to prevent the bonnet box from closing fully;
- (c) the Owner of the Lot must repair any damage to Common Property or the property of an Owner or Occupier caused by exercising its rights or complying with obligations under this by-law, or when removing, replacing or repairing any bonnet box; and
- (d) the Owner of the Lot must maintain insurance to cover damage to the bonnet box and compliance with the Owner's obligations under by-law 9.7(c) and when requested, provide the Owner's Corporation with proof of that insurance.

9.8 The Owners Corporation must only consent to the installation of a bonnet box within a Car Space upon the Owner or Occupier providing confirmation from a suitably qualified fire services designer that:

- (a) the proposed bonnet box will not compromise sprinkler performance; or
- (b) the proposed bonnet box will not compromise sprinkler performance if certain modifications or augmentations to the proposed bonnet box are made.

9.9 If the suitably qualified fire services designer identifies that certain modifications or augmentations to the proposed bonnet box are required to ensure sprinkler performance is not compromised, the Owner or Occupier must:

- (a) ensure that those modifications or augmentations are made at or before the time of installation of the bonnet box within the Car Space; and

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- (b) provide the Owners Corporation with a certificate of compliance issued by the suitably qualified fire services designer which confirms that the required modifications or augmentations have been made to the bonnet box.

Common Property Rights By-law – Bonnet boxes

- 9.10 By-laws 9.7 to 9.11 are Common Property Rights By-laws. The Owners Corporation may amend or cancel those by-laws only by special resolution and with the written consent of each Owner benefitting from the exclusive use conferred by those by-laws.
- 9.11 Owners and Occupiers have the exclusive use and enjoyment of the part of the Common Property to which the bonnet box installed by an Owner or Occupier in accordance with by-law 9.7..

Garage doors

- 9.12 If a Car Space has a Garage Door, the Garage Door forms part of the Owner’s Lot.
- 9.13 Each Owner is responsible for properly maintaining and keeping in a state of good repair and serviceable repair the Garage Door.
- 9.14 An Owner must not replace the Garage Door without the approval of the Owners Corporation.

10 Keeping of Animals

Permitted Animals

- 10.1 An Owner or Occupier may keep without the consent of the Owners Corporation:
 - (a) desexed cat/s, and/or
 - (b) small dog/s (not to exceed 14kg in weight when fully grown) but not an Excluded Dog;
 but a maximum of two four-legged animals can be kept; and/or
 - (c) small caged bird/s, and/or;
 - (d) fish kept in a secure aquarium on the Lot.

Consent

- 10.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:
 - (a) any type of animal other than those named in by-law 10.1; or
 - (b) more than two four-legged animals at the same time.

Rules

- 10.3 If an Owner or Occupier keeps an animal then the Owner or Occupier:

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- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control;
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (i) any noise which is disturbing to an extent which is unreasonable; and
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
- (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel (including all animal waste).

10.4 This by-law:

- (a) applies to any Permitted Person; and
- (b) does not permit the keeping of an Excluded Dog; but
- (c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

10.5 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.

10.6 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 10.5, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

11 Cleaning

Cleaning and Maintenance of Lot

11.1 Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

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- 11.2 When cleaning any part of their Lot, each Owner and Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the Balcony or Courtyard of the Lot or into another Lot.

Windows and Doors

- 11.3 An Owner or Occupier must keep clean all exterior and interior surfaces of glass and other materials in windows and doors on the boundary of the Lot, including so much as is Common Property and screening devices and fixed louvers, unless:
- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.
- 11.4 An Owner or Occupier must regularly open windows and doors of the Lot to encourage air flow and air mass within the Lot and to avoid condensation.

Balconies and Courtyards

- 11.5 Owners and Occupiers must comply with by-law 24 in relation to the cleaning and maintenance of Balconies and Courtyards.

12 Moving Goods and Furniture

Notice

- 12.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation and the Owner or Occupier has consulted with the Building Manager.

Loading

- 12.2 All loading and unloading of furniture or large objects must be conducted wholly within the Development Site and only during permitted hours as directed by the Owners Corporation.
- 12.3 Loading and unloading of furniture or large objects is not permitted through the residential lobby areas of the Building and must be loaded and unloaded from the Loading Dock in accordance with the Strata Management Statement, the Loading Dock Management Plan and Loading Dock Easement.
- 12.4 Loading and unloading of furniture and large objects from vehicles parked kerbside or any appurtenant driveway is not permitted.

Owners Corporation may determine

- 12.5 The Owners Corporation and Strata Committee may determine that furniture or large objects are to be transported through or on the Common Property (whether in the

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Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

- 12.6 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- 12.7 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these By-laws on particular Owners or Occupiers.

Use of Lifts

- 12.8 The Owners Corporation must determine the lift to be used for the moving of furniture or large objects to a Lot.
- 12.9 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 5.6.

13 Garbage Disposal

General

- 13.1 Each floor of the Building above ground level has garbage chutes fitted with an eDiverter System to divert and discharge garbage and recyclable materials into separate bins at the base of each chute.
- 13.2 Each floor of the Building also has areas designated in the corridors for the disposal of recyclable materials.
- 13.3 Garbage disposal is to be performed in accordance with the Owners Corporation Manual.
- 13.4 Subject to by-law 13.13, an Owner or Occupier of the Building may:
 - (a) dispose of garbage and waste in the garbage chutes located on each floor of the Building above ground level, subject to the Owner or Occupier using the eDiverter System to divert the garbage and waste into the bins allocated for garbage and waste located at the base of the chute;
 - (b) dispose of recyclable material into the bins allocated for recyclable material located in cupboards at each floor of the Building; and

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- (c) otherwise, dispose of garbage and waste including recyclable material in the bins allocated for garbage and waste including recyclable material located in the Garbage Rooms determined from time to time by the Owners Corporation.

Owners Corporation obligations

- 13.5 The Owners Corporation is responsible for:
 - (a) the cleaning and maintenance of the Garbage Rooms and all bins located in the Garbage Rooms;
 - (b) the cleaning and maintenance of the areas designated in the corridors of each floor for the disposal of recyclable materials; and
 - (c) subject to by-laws 13.14 and 13.16 procuring the cleaning and maintenance of the garbage chute.
- 13.6 The Owners Corporation must procure for garbage and recyclable material to be collected from the Garbage Room and transport it to the Garbage and Recycling Room.

Rules

- 13.7 The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of the Garbage Rooms and the garbage chutes and the areas designated for the disposal of recyclable materials.
- 13.8 Owners and Occupiers must comply and must ensure that Permitted Persons comply with any rules regarding garbage disposal and recycling made by the Owners Corporation.
- 13.9 The Building Management Committee may, from time to time, make rules and impose conditions in relation to the use of the Garbage and Recycling Room.
- 13.10 Owners and Occupiers must comply and must ensure that Permitted Persons comply with any rules regarding the Garbage and Recycling Room made by the Building Management Committee.

Council Collection

- 13.11 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials from the Garbage and Recycling Room.
- 13.12 Other than in accordance with this by-law 13, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

Owner and Occupier obligations

- 13.13 An Owner or Occupier must ensure that:
 - (a) the eDiverter System and Garbage Rooms are used in accordance with the Owners Corporation instructions;

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- (b) they comply with any applicable waste and recycling guidelines and the operating instructions for the eDiverter System;
- (c) garbage and waste (other than recyclable materials) are drained and securely wrapped before being placed in a garbage bin allocated for garbage and waste or in a garbage chute;
- (d) recyclable materials are cleaned and emptied, but not bagged, before being placed in a garbage bin allocated for recyclable materials or garbage chute;
- (e) animal waste is securely wrapped before being placed in a garbage bin allocated for garbage and waste or in a garbage chute;
- (f) no shrink wrapping, flammable materials or toxic or other hazardous materials are disposed of in a garbage chute;
- (g) bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute;
- (h) no garbage, trade waste or recyclable material is placed outside the Building at any time;
- (i) no large items are placed in a garbage chute that might cause a blockage including cardboard boxes or packing material; and
- (j) large items including cardboard boxes and packing material are disposed of in garbage bins designated for that purpose by the Owners Corporation or Building Management Committee from time to time. Cartons and boxes must be flattened before being placed in the designated area.

Cleaning up spills

- 13.14 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- 13.15 An Owner or Occupier must immediately clean up any spillage of oil or other material which is caused by that Owner or Occupier in any part of a Lot designated for use for parking of vehicles.
- 13.16 If an Owner or Occupier does not comply with by-law 13.14, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

14 Provision of Amenities or Services

- 14.1 Subject to by-law 14.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or Services to one or more of the Lots, or to the Owners or Occupiers including:

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- (a) window cleaning;
- (b) garbage disposal and recycling Services;
- (c) electricity, water or gas supply;
- (d) telecommunication Services;
- (e) landscaping and gardening;
- (f) general cleaning;
- (g) lift maintenance; and
- (h) security Services.

14.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or Service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or Service.

15 Manager

Types of Agreements

- 15.1 The Owners Corporation may in addition to any arrangement under by-law 14, determine to enter into an agreement with a suitably qualified or licensed person under which that person may be responsible to:
- (a) carry out caretaking functions;
 - (b) monitor and provide a security presence;
 - (c) provide access and assistance to any Owner, Occupier and Permitted Person;
 - (d) coordinate and oversee the general building duties such as move-in/ move outs, cleaning and maintenance of the Common Property;
 - (e) coordinate and manage collection of garbage and recyclable materials;
 - (f) provide concierge services; and
 - (g) carry out any other duties that the Owners Corporation may decide are appropriate.

Terms of Agreements

- 15.2 The Owners Corporation must accept and comply with the terms of any agreement with a manager entered into by the Developer for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- 15.3 An agreement of the kind referred to in this by-law:

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- (a) may be for a term of any duration considered by the Owners Corporation to be reasonable but in any event must comply with the Act and will not exceed ten years;
- (b) include provisions for the duties of the manager (including those duties listed in by-law 15.1);
- (c) will be on market terms and include provisions for the remuneration of the on-site manager; and
- (d) may grant exclusive possession by way of lease, licence or other right over all or part of the Common Property and any personal property vested in the Owners Corporation to enable the person to perform his or her duties in accordance with part 4A of the Act.

15.4 The agreement may require the provision of an on-site manager on a full time or part time basis as determined by the Owners Corporation.

16 Storage of Bicycles and Motorcycles

16.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored on the Common Property, other than in a Storage Area or Bicycle Storage Area;
- (b) permit any motorcycle to be stored on the Common Property, other than in a Motorcycle Space and any other area as may be designated by the Owners Corporation from time to time as a motorcycle storage area;
- (c) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways or other parts of the Common Property (other than in a Storage Area or Bicycle Storage Area); and
- (d) permit any motorcycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways or other parts of the Common Property (other than in a Motorcycle Space and any area designated under by-law 16.1(b)); and
- (e) permit any bicycle or motorcycle to be kept in any part of a Balcony or Courtyard.

17 Building Works & Alterations

Consents

17.1 Subject to this by-law 17, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property

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or another Lot (including any temporary shutdown of Services required to carry out building works or alterations).

- 17.2 In addition to the consent of the Owners Corporation under by-law 17.1, an Owner or Occupier must obtain the consent of:
- (a) the Council or any other Government Agency (if required); and
 - (b) the Building Management Committee (if required).
- 17.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- 17.4 Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- 17.5 Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).
- 17.6 The Owners Corporation must consent to an application to an application to carry out building works or alterations if the works:
- (a) comply with these By-laws; and
 - (b) do not adversely impact in any way on the Common Property or any other Lot.

Obtaining Owners Corporation consent

- 17.7 An application to obtain the consent of Owners Corporation under this by-law 17 must:
- (a) be in writing;
 - (b) include plans, drawings and other documents specified by the Owners Corporation for the type of works for which the Owner or Occupier is seeking approval; and
 - (c) contain all other relevant information.
- 17.8 The Owners Corporation may:
- (a) specify the plans, drawings and other documents (including any expert consultant reports) which Owner or Occupier must submit with an application;
 - (b) require an Owner or Occupier to submit additional plans, diagrams or other information or reports to assist with the decision making process; and
 - (c) request additional appointment of consultants by the Owner or Occupier for the purpose of the application.
- 17.9 The Owners Corporation must act reasonably at all times in determining an application and shall give all applications due consideration prior to approving or refusing an application.

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Decision making process

- 17.10 The Owners Corporation must use reasonable endeavours to review and make a decision about an application under by-law 17.7 within one month after receiving all of the information required to assess the application.
- 17.11 The Owners Corporation must advise an Owner or Occupier in writing when it has made a determination of an application. The determination must:
- (a) if the application is approved, clearly describe any conditions of approval (if any); and
 - (b) if the application is not approved, explain in detail the reasons for the refusal.
- 17.12 The Owners Corporation may impose conditions to an approval of an application. The conditions may include:
- (a) a reasonable time frame for the works to be completed;
 - (b) the hours and days during which the works must be carried out; and
 - (c) the materials to be used and methods of construction to be adopted.
- 17.13 The Owners Corporation may grant Owners and Occupiers a standing approval to undertake a specified type of work from time to time without the necessity for seeking further approval from the Owners Corporation on each occasion.
- 17.14 The Owners Corporation may revoke its approval if an Owner or Occupier does not comply with the conditions of the approval including any condition that requires the works be done within a specified time frame.
- 17.15 The Owners Corporation may recover costs for additional meetings for making a decision under this by-law 17 from the applicant Owner or Occupier that are incurred as a direct result of that Owner or Occupier.

Notice to Owners Corporation

- 17.16 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- 17.17 The notice under by-law 17.16 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
- (a) the estimated time period for the carrying out of the proposed alterations or building works;
 - (b) the nature and extent of the proposed alterations or building works; and
 - (c) whether any Common Property or another Lot will be affected.

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Carrying out of building works or alterations

- 17.18 During the carrying out of any building works or alterations an Owner must:
- (a) comply with the guidelines of the Residential Architectural Code;
 - (b) ensure no damage is caused to Services or pipes within the Building;
 - (c) ensure no damage to any Shared Facilities;
 - (d) take all reasonable precautions to ensure that no damage is caused to the Common Property;
 - (e) install protective coverings as directed by the Owners Corporation;
 - (f) repair any damage caused to the Common Property as a result of the building works or alterations;
 - (g) carry out the building works or alterations in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the Building or any part of the Building;
 - (h) ensure the building works and alterations are carried out by suitably qualified and insured (and if appropriate, licensed) persons to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
 - (i) carry out the building works or alterations promptly and only during the permitted hours as directed by the Owners Corporation or Building Management Committee (as the case may be);
 - (j) cause as little disturbance as possible to other Owners and Occupiers;
 - (k) ensure all noise and vibration levels are at the agreed acceptable level confirmed by the Owners Corporation;
 - (l) ensure that all resulting dust and dirt in common areas are promptly cleaned;
 - (m) provide permanent access to all maintainable or annual fire certifiable plant and equipment as required by the Building Code of Australia;
 - (n) comply with all reasonable requirements of the Owners Corporation or Building Management Committee (as the case may be);
 - (o) ensure that the building works or alterations are carried out within working hours generally imposed by Council and comply with all applicable Australian Standards, rules, regulations and laws; and
 - (p) remove all rubbish and debris promptly from a Lot or Common Property and make arrangements for the disposal of such rubbish.
- 17.19 Any work described in this by-law 17 that involves work to a Shared Facility or which may interfere with a Shared Facility must first be approved by the Building Management

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Committee. Owners and Occupiers must comply with any conditions imposed by the Building Management Committee in relation to the carrying out of the works.

Structural Support

- 17.20 An Owner or Occupier (other than the Developer), must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration in accordance with by-law 17.1. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

Works Method Statement

- 17.21 Prior to carrying out any building works or alterations, an Owner or Occupier:
- (a) must ensure that a work method statement is prepared by a suitably qualified or licensed person to ensure that a safe work environment and method are enforced; and
 - (b) provide the Owners Corporation with a copy of the works method statement.

Audio or Audio Visual Equipment

- 17.22 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to an inter-tenancy wall or ceiling of a Lot.
- 17.23 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the inter-tenancy wall or ceiling will not be compromised by the proposed installation.

Strata Management Statement

- 17.24 The approval of the Owners Corporation to the carrying out of building works and alterations under this by-law 17 is in addition to any approval of the Building Management Committee required under the Strata Management Statement.

Developer's Rights

- 17.25 Nothing in this by-law 17 imposes an obligation on the Developer to:
- (a) obtain consent of the Owners Corporation under by-law 17;
 - (b) serve notice on the Owners Corporation under by-law 17; and
 - (c) prepare a work method statement under by-law 17.

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18 Owners Corporation may carry out work

Owners Corporation rights

- 18.1 The Owners Corporation may do anything on or in a Lot:
- (a) which should have been done under these By-laws but has not been done or has not been done properly;
 - (b) to comply with these By-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these By-laws; or
 - (c) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).
- 18.2 If by-law 18.1 applies, the Owners Corporation (including any Representative, contractor or agent) is entitled to:
- (a) enter and remain on the Lot for as long as is necessary; and
 - (b) recover any costs associated with carrying out works under these By-laws from the Owner.
- 18.3 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

- 18.4 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
- (a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- 18.5 By-law 18.4 is in addition to the powers of the Owners Corporation under the Act.

19 Security Keys

Security

- 19.1 The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:
- (a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or

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- (b) otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

Restricted Access

- 19.2 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 19.3 The Owners Corporation must make Security Keys available to:
- (a) Owners;
 - (b) persons authorised by the Owners Corporation; and
 - (c) persons authorised by the Building Management Committee.

Fees

- 19.4 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.
- 19.5 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Security Keys

- 19.6 A person to whom a Security Key is made available must:
- (a) not duplicate or copy the Security Key;
 - (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
 - (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
 - (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
 - (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

20 Air conditioning and Exhaust System

Owner's and Occupier's components

- 20.1 This is a Common Property Rights By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner with the

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exclusive use and enjoyment of an Air Conditioning and System and Exhaust System exclusively servicing that Owner or Occupier's Lot which would be affected by amendment or cancellation of this by-law.

- 20.2 Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning System and Exhaust System exclusively servicing that Owner or Occupier's Lot.
- 20.3 The Owners, at the Owners' cost, are responsible for the proper repair, maintenance, insurance and replacement of the Air Conditioning System and Exhaust System referred to in by-law 20.1.

Air conditioning on Balconies and Courtyards

- 20.4 Owners and Occupiers must not install or affix any additional Air Conditioning Systems on any Balcony or Courtyard of a Lot.

Make Good and Indemnity

- 20.5 Damage to the Common Property adjacent to the Air Conditioning System and Exhaust System referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 20.6 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

21 Change in Use

- 21.1 An Occupier 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).
- 21.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within seven days of notification in writing by the Owners Corporation.
- 21.3 Nothing in this by-law 21 constitutes approval of a change in use of a Lot by the Owners Corporation.

22 Integrity of Fire Safety Devices

- 22.1 An Owner or Occupier must not:

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- (a) interfere with or damage any Fire Safety Device; or
- (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

22.2 An Owner or Occupier must:

- (a) only install fire compliant locks within a Lot (and may be either a conventional key lock or a standard electronic lock);
- (b) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke and/or heat detectors within a Lot;
- (c) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- (d) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- (e) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and
- (f) subject to receiving notice under by-law 22.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

22.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke and/or heat detectors within that person's Lot in good and serviceable order.

22.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 22.2(f). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.

22.5 The Owners Corporation may recover any costs associated with repair and/or replacement of smoke and/or heat detectors in accordance with by-law 22.2(f). The Owners Corporation must not recover costs for testing and certification of the Fire Safety Device repair and/or replacement.

22.6 Where a false alarm is caused by the activities of an Owner or Occupier, false alarm fines and any costs incurred will be borne by the relevant Owner or Occupier.

Smoke Detector Isolation Procedures

22.7 When carrying out works in areas that contain smoke detectors connected to the fire control panel that may cause significant dust or smoke, Owners and Occupiers must carry out a smoke detector isolation procedure.

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- 22.8 To carry out a smoke detector isolation procedure referred to in by-law 22.7 Owners and Occupiers must request the Owners Corporation to:
- (a) isolate smoke detectors via the fire control panel prior to work being carried out; and
 - (b) re-activate the smoke detectors at the end of each day.
- 22.9 False alarm fines incurred from the failure to carry out a smoke detector isolation procedure will be borne by the relevant Owner.
- 22.10 Smoke detectors must be left in an operational state each day.
- 22.11 Owners and Occupiers must, when carrying out work in a Lot, cover the smoke detectors to avoid detectors becoming choked with dirt. The smoke detectors must be uncovered at the end of the day.
- 22.12 If a smoke detector becomes clogged with dirt and causes repeated false alarms the detector must be permanently isolated by the Owners Corporation's Representative. The Owners and Occupiers responsible for the work causing the clogging of the smoke detector must arrange, at the cost of the relevant Owners and Occupiers, for the base building fire protection contractor to clean the detector so the detector can be re-activated. Any costs associated with false alarms are the responsibility of the relevant Owners.
- 22.13 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 18.

23 Service by Email

- 23.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the By-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").
- 23.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Strata Committee.
- 23.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- 23.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 23.3 that the email has not reached or was not

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deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or these By-laws for the service of the documents.

24 Balconies, Courtyards and balustrades

- 24.1 Owners and Occupiers must comply with the provisions of the Residential Architectural Code in respect of outdoor furniture and landscaping.
- 24.2 An Owner or Occupier must keep all Balconies and Courtyards within a Lot, including all pavers on Balconies and Courtyards clean, tidy and well maintained.
- 24.3 Any damage to the Balcony Membrane is the responsibility of the Owner or Occupier.
- 24.4 Balconies and Courtyards of a Lot must not be:
- (a) used for the storage of goods or equipment (including sporting equipment);
 - (b) used for the installation of satellite dishes; or
 - (c) enclosed in any way.
- 24.5 Upholstered furniture must not be placed within a Balcony or Courtyard of a Lot.
- 24.6 An Owner or Occupier must not place items on Balconies:
- (a) which may be capable of falling or being blown by wind off the Balcony; or
 - (b) in a manner which might create a safety hazard.
- 24.7 An Owner or Occupier must regularly inspect and clean the Balcony floor waste.
- 24.8 An Owner or Occupier must:
- (a) remove all light furniture from Balconies that could be moved and used as a climbing aid by a child;
 - (b) ensure that no other element is constructed or placed against the inside face of the balustrade that could be used as a foothold; and
 - (c) ensure that the Balcony door is kept locked when not in use and the Balcony key is not in a position that can be accessed by a child.

25 Barbeques

Rights

- 25.1 An Owner or Occupier may store and operate a barbeque on a Balcony or Courtyard of a Lot if:
- (a) it is a type permitted under this by-law 25;

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- (b) it will not or is not likely to cause damage;
- (c) it is not or is not likely to become dangerous;
- (d) the Owner or Occupier keeps it covered when it is not in operation;
- (e) the Owner or Occupier keeps it clean and tidy; and
- (f) the Owner or Occupier complies with this by-law 25.

Types of barbeques

25.2 The types of barbeques permitted are a covered gas or electric barbeque. Solid fuel burning barbeques are prohibited.

Operating a barbeque

25.3 An Owner or Occupier may only operate a barbeque during the hours of 8.00 am and 9.00 pm (or during other hours approved by the Owners Corporation).

Interference

25.4 An Owner or Occupier must ensure a barbeque used on a Balcony or Courtyard of a Lot does not create smoke, odours or noise which unreasonably interferes with another Owner or Occupier's enjoyment of their Lot or the Common Property.

26 Shopping Trolleys

26.1 An Owner, Occupier or Permitted Person is prohibited from bringing any shopping trolley onto the Common Property except if the shopping trolley is owned by the Owner or Occupier.

27 Balcony and Courtyards pavers/drainage

27.1 Pavers on the Balconies and Courtyards are supported at each corner of the paver and therefore, their weight bearing capability towards the centre of the paving stone is not as strong as at the support points.

27.2 Construction of the Balconies and Courtyards provides clearance for adequate drainage beneath the pavers. This area and the drainage holes in the pavers need to be kept clear of debris to ensure adequate flow of drainage. A marker or opening in the paver will identify the location of a drainage outlet beneath a paver or in close proximity to the paver.

27.3 It is the responsibility of the Owners and Occupiers to clean and clear, at least every six months or as required, all debris that is located beneath the Balcony and Courtyard pavers and the Balcony and Courtyard drainage holes.

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- 27.4 It is the responsibility of the Owners and Occupiers to clean, maintain, repair and replace pavers on Balconies and Courtyards.
- 27.5 If Balcony or Courtyard pavers are replaced, they must be replaced with pavers similar in appearance to the original pavers.
- 27.6 If an Owner or Occupier fails to comply with its obligations under this by-law the Owner or Occupier must repair or reinstate any damage to the Common Property, including the Balcony Membrane.
- 27.7 Should Owners or Occupiers fail to repair or reinstate Common Property in accordance with by-laws 27.3, 27.4 or 27.6, the Owners Corporation has the right without notice to enter the Lot and repair or reinstate the Common Property at the cost of the Owner.

28 Screening devices, fixed louvers and pergolas

- 28.1 Screening devices, hoods, shutters, louvers and pergolas installed on the external façade of the Building (whether or not the screening devices, hoods, shutters, louvers or pergolas are attached to the Balcony or Courtyard of any Lot) are within the Common Property.
- 28.2 Owners of Lots that have screening devices, fixed louvers or pergolas attached to Balconies or Courtyards of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices, fixed louvers or pergolas on the terms of this by-law.
- 28.3 Subject to by-law 6.5, Owners must not install screening devices, shutters or louvers to the Balconies, Courtyards, windows, Balcony doors or Courtyard doors of any Lot.
- 28.4 The Owners Corporation is responsible for the repair, maintenance and replacement of screening devices, hoods, shutters and fixed louvers which are within Common Property.
- 28.5 Subject to by-law 11.3, it is the responsibility of the Owners referred to in by-law 28.1 to regularly clean all screening devices, shutters, louvers and pergolas attached to the Balconies or Courtyards of their Lots, including cleaning and clearing of all debris the tracks on which screening devices, shutters and louvers move, and any locking devices associated with screening devices, shutters and louvers.
- 28.6 If an Owner does not carry out its obligations under this by-law, the Owners Corporation, at the Owner's cost, can carry out works to ensure the screening device, shutters and louvers including the tracks on which the screening devices shutters and louvers move, and any locking devices associated with the screening devices, shutters and louvers are adequately maintained. Owners must give the Owners Corporation, or persons authorised by the Owners Corporation, access to the Lot for the purpose of carrying out these works.

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- 28.7 If an Owner wishes to replace the screening devices and fixed louvers the Owner must obtain the consent of the Owners Corporation and comply with by-laws 2.9 and 17.
- 28.8 If an openable louver includes a safety locking mechanism, Owners and Occupiers must not alter or remove the safety locking mechanism.
- 28.9 The Owners Corporation may make agreements with third parties in relation to performing its obligations under this by-law.

29 Accessible Car Spaces

29.1 This is a Common Property Rights By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner benefitting from the exclusive use conferred by this by-law 29.

29.2 The Common Property located on:

(a) basement Level 1 between Lots:

(i) **[To be completed once car parking has been allocated.]**

are available for the exclusive use of the Owners and Occupiers of those Lots adjacent to the Common Property if the Owner or Occupier is disabled and requires the use of the Common Property to assist in their ingress and egress from vehicles.

29.3 The exclusive use of the Common Property under by-law 29.1 may not be used for the parking of a second vehicle or for storage or for any other use other than the use as described in by-law 9.

30 Car Share Space

[Drafting note: by-law to be included if determined by the vendor under clause 1.40 of Schedule 4 of the Contract.]

31 Building Management and an Owner or Occupier of a Lot

31.1 An Owner or Occupier or any Permitted Person must not:

- (a) interfere with or stop the Building Manager or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
- (b) interfere with or stop the Building Manager or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

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32 Emergency Evacuation Plan

- 32.1 The Owners Corporation must:
- (a) review and keep the plan updated in accordance with by-law 32.2; and
 - (b) ensure the Emergency Evacuation Plan is communicated to Owners and Occupiers including if required by an Authority or the Development Consent, displayed in Common Property.
- 32.2 The Emergency Evacuation Plan must be amended as required by relevant Authorities and to comply with relevant Laws including as required under the Emergency Evacuation Plan.

33 Apartment Entry Door Modifications

- 33.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.
- 33.2 Alterations or modifications to apartment entry doors require prior approval in accordance with by-law 33.3.
- 33.3 If an Owner or Occupier applies to the Owners Corporation for approval under this by-law that Owner or Occupier must provide the Owners Corporation with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.
- 33.4 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

34 Mail Room

- 34.1 Owners and Occupiers must keep the Mail Room neat and tidy at all times.
- 34.2 Owners and Occupiers must promptly dispose of any junk mail in the bin provided within the Mail Room or within the Owner or Occupier's Lot.
- 34.3 Any bin provided within the Mail Room must only be used for the disposal of mail or junk mail and must not be used for the general disposal of garbage.

35 Access to Lots

[Drafting note: by-law to be included prior to registration to document access required by the Owners Corporation for maintenance of cleaning external façade,

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maintaining external walls and planter boxes and landscaping management in accordance with clauses 1.48 and 1.49 of Schedule 4 of the contract.]

36 Electric Vehicle Charger – Car Spaces

Electric Vehicle Chargers

- 36.1 Car Spaces of EV Lots will contain an Electric Vehicle Chargers for use by the Owner or Occupier of an EV Lot.
- 36.2 The Electric Vehicle Chargers installed in a Car Space are the property of the Owner of the EV Lot.
- 36.3 The Electric Vehicle Chargers are connected to the power supply for the Common Property and are individually metered.

EV Operator

- 36.4 An Owner or Occupier of an EV Lot must enter into a subscription agreement with an EV Operator to provide for Electric Vehicle Charger management, reporting and user support for the Electric Vehicle Charger.
- 36.5 The Owners Corporation:
- (a) may select the EV Operator from time to time to manage the Electric Vehicle Chargers;
 - (b) may agree the charging tariff per kW to apply to the Electric Vehicle Chargers; and
 - (c) must notify Owners and Occupiers of EV Lots of any changes to the charging tariff prior to those tariffs being applied.
- 36.6 The Owners Corporation must accept and comply with the terms of any agreement with an EV Operator entered into by the Developer for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.

Electricity consumption

- 36.7 The EV Operator will invoice Owners and Occupiers of an EV Lot for electricity consumption associated with the use of the Electric Vehicle Chargers as separately metered.
- 36.8 The Owners Corporation will invoice the EV Operator and the EV Operator will pay the Owners Corporation, for electricity consumption associated with use of the Electric Vehicle Chargers.

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37 Electric Vehicle Charging Stations – Visitor Parking Spaces

- (a) The car park in the Building will contain Electric Vehicle Charging Stations for use by Owners and Occupiers.
- (b) The Electric Vehicle Charging Stations will be installed in [insert number] of Visitor Parking Spaces and form part of the Common Property. **[Drafting note: to be completed prior to Registration of the Strata Plan]**
- (c) Owners and Occupiers may book to use the Electric Vehicle Charging Stations through the Building Manager or alternate booking system implemented by the Owners Corporation.
- (d) The Owners Corporation may enter into any agreement for the installation, maintenance, repair or billing systems of the Electric Vehicle Charging Stations.
- (e) It is anticipated that Owners and Occupiers will pay for the use of the Electric Vehicle Charging Stations through the user pay system with built in billing capabilities that is integrated in the Electric Vehicle Charging Station. However, the Owners Corporation may later change the system for payment in its absolute discretion.

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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:

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:..... Signature of authorised person:

Name of authorised person: Name of authorised person:

Office held: Office held:

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Schedule 1

Residential Architectural Code

1 General Design Guidelines

1.1 Architectural Façade

- (a) The façade and all architectural elements must be retained as constructed.
- (b) Painted surfaces both vertical and horizontal are specialist treatments and must not be recoated without reference to the manufacturers' specifications.
- (c) Permission must be sought from the Owners Corporation and Council or any other relevant Authority or Government Agency for repairs and maintenance for all exterior works.

1.2 Colour scheme

- (a) Exterior colour schemes cannot be changed.
- (b) Permission must be sought from the Owners Corporation for repairs and maintenance of all exterior painting work.

1.3 Fences

Fences should not be in-filled or added to in any manner.

1.4 Balconies and Courtyards

- (a) Balconies and Courtyards must be kept clean, tidy and well maintained.
- (b) Landscaping to Balconies is to be kept to potted plants only.
- (c) Infilling of Balconies with trellis, solid or glazed panels is not allowed.
- (d) Balconies and Courtyards are generally paved. The pavers are Common Property and are owned by the Owners Corporation.
- (e) Pavers must not be drilled or treated or replaced or removed except where:
 - (a) the work is carried out by the Owners Corporation;
 - (b) work is carried out with expert advice; and
 - (c) the replacement pavers are of substantially the same colour, quality and type.

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- (f) If any of the pavers cease to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of pavers may require development approval.
- (g) Lightweight furniture is not permitted on Balconies.
- (h) An Owner or Occupier must not place any items on balustrades.
- (i) Washing lines or racks are not permitted on Balconies.

1.5 Solar panels and solar hot-water systems

Solar panels must be integrated with the building design. The Owners Corporation and appropriate Council or any other Government Agency must approve size, location and model.

1.6 TV aerials / satellite dishes

All aerials and satellite dishes are not permitted on Balconies or on any other part of a Lot that is visible from outside the Lot (other than aerials and satellite dishes installed by the Developer at the time of registration of the Strata Plan).

1.7 Location of Condenser Units

Individual Condenser Units must remain located in the position as the time of registration of the Strata Plan. The Owners Corporation must approve size, location and model of any proposed replacement Condenser Unit.

1.8 External Blinds and Awnings

- (a) Blinds, awnings and curtains must be in keeping with the original building design.
- (b) Additional external blinds or awnings are not permitted.

1.9 Security grills / Screens and ventilation louvres

- (a) Security grills / Screens and ventilation louvres must be in keeping with the original building design and approved by the Owners Corporation.
- (b) Grills and ventilation openings should not be blocked or covered at any time.
- (c) Louvres must not be replaced except with louvres having an identical appearance and performance.
- (d) If the louvre ceases to be available, the Owners Corporation must approve the appearance and performance of any new type for installation. Any new type of louvres may require development approval.

1.10 Storage

- (a) Outdoor spaces, including Balconies and Courtyards are not to be used as storage space at any time.
- (b) Unless otherwise provided in these by-laws, Common Property is not to be used as storage space at any time.

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1.11 Doors and Windows

- (a) Doors and windows are generally glazed aluminium framed assemblies. Aluminium doors and windows have a high-quality powder coated paint system finish and must not be repainted. Patching may be carried out but only by a specialist, licensed professional. Hinges and stays of entrance doors are generally in polished stainless steel or chromed brass and other hardware and are not to be painted.
- (b) Any doors or windows visible from external elements of a Lot, Strata Scheme or area open to the public must not be replaced except with doors or windows having an identical appearance.
- (c) If such doors or windows become unavailable, the Owners Corporation must approve the appearance of any new type of door or window. Any new type of door or window may require development approval.
- (d) It is the responsibility of the Owners Corporation to maintain the appearance of the external doors and windows,

1.12 Handrails

- (a) Any handrails visible from external elements of a Lot, the Strata Scheme or area open to the public must not be replaced except with handrails having an identical appearance.
- (b) If such handrails become unavailable, the Owners Corporation must approve the appearance of any new type of handrail. Any new type of handrail may require development approval.
- (c) It is the responsibility of the Owners Corporation to maintain the appearance of the external doors and windows.

1.13 Metals and Concrete

- (a) External painted metal elements to Balconies are coated in specialist paint finish. Patching or repainting of the Balconies must be applied by a licensed professional.
- (b) Powder coated door and windows and any other aluminium finishes must not be repainted or recoated.
- (c) Concrete surfaces have been painted in a special textured paint. Painted render/concrete surfaces have a special coating that must be applied by a licensed professional.
- (d) Feature concrete finish has been used on a number of external walls. Patching or replacement may be carried by a licensed professional.

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- (e) It is the responsibility of the Owners Corporation to maintain the appearance of the external metal and concrete.

1.14 Roof Treatments

- (a) The roofs are generally membraned concrete with landscaping and pebbles (green roofs) or metal grills. Some areas have metal grillage which shields the various Service outlets from view.
- (b) Owners and Occupiers may not, without prior approval of the Owners Corporation:
 - (a) alter the surface of the roofs in any way; or
 - (b) install additional Services, including air conditioning units, satellite dishes and other fixtures and fittings.
- (c) No additional features are permitted unless the Owners Corporation has satisfied itself that architectural detail will be preserved and has otherwise approved the works, and development approval are obtained.

1.15 Carparking Standards

- (a) Any changes to the use of the carpark or any works to the carpark may require the approval of:
 - (a) the relevant Authorities; and
 - (b) the Building Management Committee.
- (b) The carpark contains many Services and Service rooms. Essential fire and safety services as well as Owner systems terminate or are exposed in the car park on the walls and ceilings. Owners and Occupiers must not:
 - (a) alter or interfere with any Services;
 - (b) use Service rooms for storage of any description;
 - (c) remove or alter any signs; or
 - (d) alter fire egress and Services.
- (c) Barriers and gates must be consistent in type and colour to the existing barriers and gates in the car park.

1.16 Security

- (a) There is a security system in place, which controls access and egress to various parts of the Building. The system adopts both physical and electronic controls and monitoring. Changes to any aspect of the security systems may result in unexpected failures not necessarily at the site of the interference.
- (b) No unauthorised changes to the physical or electronic systems are permitted.

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1.17 Sun Shading Devices and Privacy Screens

- (a) Any privacy Screen, dividing barrier or sun shading device existing on the date of registration of the Strata Plan must not be replaced unless with an identical privacy Screen, dividing barrier or sun shading device (as to design, size, colour, shape and materials).
- (b) All privacy Screens, dividing barrier or sun shading devices must be uniform within the Strata Scheme.
- (c) Repainting and patching of privacy Screens, dividing barriers or sun shading devices must be in accordance with the Owners' Manual.
- (d) The Owners Corporation must keep design and technical specifications and other records relating to the privacy Screens, dividing barriers and sun shading devices required to be used for the Strata Scheme.
- (e) If any privacy Screen, dividing barrier or sun shading device ceases to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of privacy Screen, dividing barrier or sun shading device may require development approval.

2 Works

- (a) When carrying out any works to a Lot, Owners and Occupiers must comply with:
 - (a) these By-Laws and this Residential Architectural Code;
 - (b) any conditions imposed by the Owners Corporation;
 - (c) all consents and approvals granted by the relevant Authority; and
 - (d) all Laws.
- (b) Owners and Occupiers must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance of the Building, including any changes to or the erection of:
 - (a) the colour of any surface;
 - (b) the type or quality of the materials used (unless such materials are of a higher quality);
 - (c) the reflective nature of any surface;
 - (d) the soundproofing qualities of any materials or surface;
 - (e) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
 - (f) the nature of any hard surface, paving or walkway;

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- (g) the nature of any soft surface or grassed area;
- (h) the landscaping of any outside areas;
- (i) the external lighting; or
- (j) satellite dishes, aerials or other communication devices,

unless the Owners and Occupiers has first obtained the consent of the Owners Corporation to undertake the works and otherwise complied with the provisions contained in this Residential Architectural Code and these By-Laws.

- (c) **Clause 2(b)** does not apply to Owners and Occupiers carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

3 Approvals and Consents

Prior to carrying out any works, Owners and Occupiers must comply will all requirements and obligations under By-law 17.

4 General Construction Guidelines

4.1 Regulations during construction

The following regulations must be complied with by all Owners and Occupiers during construction (in addition to any conditions imposed by an Authority including under any development consent):

- (a) **disturbance** - activities must cause as little disturbance as possible to other Owners and Occupiers;
- (b) **hours** – works must be carried out within working hours imposed by Council provided that no works are permitted to be carried out before 7.00 am or after 5.30 pm Monday to Friday, before 8.00 am or after 1.00 pm Saturday or at any time on Sunday or a public holiday;
- (c) **qualified tradesmen** - only qualified, reputable and, where appropriate, licensed contractors may be used;
- (d) **quality of works** - all works must be carried out in a proper and workmanlike manner and to the same or better level of quality delivered by the Developer;
- (e) **standards** – all works must be carried out in accordance with the National Construction Code and all applicable Australian Standards;
- (f) **materials** - only of high quality (and where possible new) materials fit for their purpose must be used;

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- (g) **protective coverings** - must be installed as directed by the Representative of the Owners Corporation;
- (h) **dust** - no activity will be permitted which causes dust to an unacceptable level;
- (i) **dirt** - all resulting dust and dirt in Common Property must be promptly cleaned;
- (j) **rubbish** - all rubbish and debris must be promptly removed from a Lot or Common Property during construction, at completion of the work and when work is postponed and private arrangements must be made for the disposal of such rubbish;
- (k) **damage** - any damage directly or indirectly caused to any part of a Lot or Common Property in the carrying out of the works must be promptly repaired or made good;
- (l) **moving items** - any by-law of the Strata Scheme or directions of the Building Management Committee or Building Manager (as the case may be) relating to the moving of construction items, furniture and goods must be complied with;
- (m) **loading and unloading** - shall only during the permitted hours and be strictly in accordance with the directions of the representative of the Building Manager and representative of the Building Management Committee (as the case may be);
- (n) **approvals** - no work may be permitted to commence without any necessary approval, including
 - (a) a construction certificate; and
 - (b) engineer's certificate and the like to ensure that such works do not impact on the structure integrity of the Building, Lot or Strata Scheme or any part thereof;
- (o) **noise and vibration levels** - must be at the agreed acceptable level confirmed by the Owners Corporation's representative;
- (p) **putrescible waste** - any container for putrescible waste must be emptied twice daily; and
- (q) **induction** - if required by the Owners Corporation the contractors and subcontractors and their staff must be inducted into the operations and requirements of the Owners Corporation.

4.2 Building Standards

Owners and Occupiers must ensure that all works comply with Australian Standards, rules, regulations and other applicable Laws.

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4.3 Water and Gas

- (a) Dishwashers and any other appliance connected to the water supply are to be connected in stainless steel braided flexible pressure pipe to prevent pipes bursting. PVC is unacceptable.
- (b) Wet areas must be suitably waterproofed to prevent leakage to the surrounding floor areas.
- (c) The representative of the Owners Corporation must approve:
 - (a) any shutdown required by an Owners and Occupiers to isolate the domestic water system to carry out connection or modifications; and
 - (b) the procedures for carrying out the shutdown of the domestic water system.
- (d) All installations must be pressure tested prior to commissioning.
- (e) Building shutdown to water supplies shall not be undertaken by Owners and Occupiers. Shutdowns shall be carried out at the direction of the Owners Corporation's representative.
- (f) Drainage connections to stacks must be at the junctions provided. Owners and Occupiers must specifically submit details of pipe route, including any coring or fire rating methods through the slab if required.
- (g) Owners and Occupiers must not cause any overload of the electrical supply.
- (h) All pipe work is to be suitably labelled.
- (i) Gas fixtures installed in a Lot or Strata Scheme must be fitted with its own flame failure shut off devices.
- (j) Plumbing Services required to be fitted outside a Lot or Strata Scheme shall be arranged with the representative of the Owners Corporation and shall under no circumstances interfere with a Lot or Strata Scheme or the installations of other Owners and Occupiers.
- (k) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code.
- (l) No hot work is to be undertaken without the issue of a hot work permit by the Owners Corporation representative.
- (m) Any works to a Shared Facility or works which may interference with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose additional conditions on the carrying out of the works.

4.4 Electrical

- (a) All cabling and electrical work is to be suitably labelled.

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- (b) All cable penetrations must be suitably sealed to original specifications.

4.5 Fire protection

- (a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the Owners Corporation.
- (b) If the carrying out of works requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Owner or Occupier.
- (c) Owners and Occupiers are prohibited from carrying out work on the emergency or Fire Safety Devices which involves the isolation or disruption of the Service without the approval of the Owners Corporation.
- (d) The Owners Corporation may, in its discretion, determine the period for a shutdown of Services.
- (e) Any changes, modifications or additions to the base building Fire Safety Devices shall be carried out by the base building qualified contractor.
- (f) On completion of the works described in **clause 4.5(e)**, the Fire Safety Devices must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

4.6 Smoke Detector Isolation Procedures

- (a) When carrying out works in areas that contain smoke detectors connected to the fire control panel that may cause significant dust or smoke, Owners and Occupiers must carry out a smoke detector isolation procedure.
- (b) To carry out a smoke detector isolation procedure referred to **clause 4.6(a)** Owners and Occupiers must request the Owners Corporation's representative to:
- (a) isolate smoke detectors via the fire control panel prior to work being carried out; and
- (b) re-activate the smoke detectors at the end of each day.
- (c) False alarm fines incurred from the failure to carry out a smoke detector isolation procedure will be borne by the relevant Owner.
- (d) Smoke detectors must be left in an operational state each day.
- (e) Owners and Occupiers must, when carrying out work in a Lot, cover the smoke detectors to avoid detectors becoming choked with dirt. The smoke detectors must be uncovered at the end of the day.
- (f) If a smoke detector becomes clogged with dirt and causes repeated false alarms the detector must be permanently isolated by the Owners Corporation's

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representative. The Owners and Occupiers responsible for the work causing the clogging of the smoke detector must arrange, at the cost of the relevant Owners and Occupiers, for the base building fire protection contractor to clean the detector so the detector can be re-activated. Any costs associated with false alarms are the responsibility of the relevant Owners.

4.7 Heavy Equipment

- (a) Heavy equipment must not be in or placed on any part of a Lot or Strata Scheme without the prior approval of the representative of the Owners Corporation.
- (b) Owners and Occupiers that wish to move heavy equipment, must provide the representative of the Owners Corporation with details of the equipment, including the dimensions, weight, details of supports and the proposed location giving dimensions from a fixed point of building structure (not a partition).
- (c) For equipment exceeding the maximum weight recommended by the lift manufacturer special arrangements may be required for the lifts, including the attendance of a lift mechanic and a letter indemnifying the Owners Corporation against any and all costs and/or claims for damages.
- (d) Owners and Occupiers intending to move the equipment contemplated by **clause 4.7(c)** must provide the Owners Corporation's representative at least one weeks prior notice.

ANNEXURE 11:
DRAFT S88B INSTRUMENTS

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (Whole of Lot)	1	2,3,4,5
		2	1,3,4,5
		3	1,2,4,5
		4	1,2,3,5
		5	1,2,3,4
2	Easement for Services (Whole of Lot)	1	2,3,4,5
		2	1,3,4,5
		3	1,2,4,5
		4	1,2,3,5
		5	1,2,3,4
3	Easement for Fire Egress (Whole of Lot)	1	2,3,4,5
		2	1,3,4,5
		3	1,2,4,5
		4	1,2,3,5
		5	1,2,3,4

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 2 of 29 sheets)

Plan:

Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land:

Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

4	Easement to Access Shared Facilities (Whole of Lot)	1	2,3,4,5
		2	1,3,4,5
		3	1,2,4,5
		4	1,2,3,5
		5	1,2,3,4
5	Easement for Access (A)	1	2,3,4,5
		2	1,3,4,5
		3	1,2,4,5
		4	1,2,3,5
		5	1,2,3,4
6	Right to Use Loading Dock (B)	1	2,3,4,5, Willoughby City Council
7	Right to Use Garbage and Recycling Room (C)	1	2,3,4,5
8	Right to Use Bulky Waste Room (D)	1	3,4,5
9	Right to Use Parcel Lockers (E)	1	3,4,5
10	Right of Access (F)	1	2,3,4,5
		2	1,3,4,5
		3	1,2,4,5
		4	1,2,3,5

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 3 of 29 sheets)

Plan:

Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land:

Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

		5	1,2,3,4
11	Easement for Public Access (P)	1, 2, 3, 4, 5	Willoughby City Council
12	Right to Use Lift (G)	1	3,4,5
13	Right of Footway (H)	1 3 4 5	3,4,5 1,4,5 1,3,5 1,3,4
14	Easement for Support (J)	1,3,4	Willoughby City Council
15	Positive covenant for on-site stormwater detention system (Whole of Lot) <i>[DA Condition 86- DA2020 136]</i> <i>[DA Condition 83- DA2020 137]</i> <i>[DA Condition 69- DA2020 271]</i>	1,3,4,5	Willoughby City Council
16	Restriction on the Use of Land for on-site stormwater detention system (Whole of Lot) <i>[DA Condition 86- DA2020 136]</i> <i>[DA Condition 83- DA2020 137]</i> <i>[DA Condition 69- DA2020 271]</i>	1,3,4,5	Willoughby City Council
17	Easement for Drainage (K) <i>[DA Condition 117- DA2020 136]</i>	TBD	1,2,3,4,5

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 4 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

	<i>[DA Condition 113- DA2020 137]</i>		
18	Right to Use Parcel Room (L)	1	3,4,5
19	Positive Covenant – Environmental Management Plan (Whole of Lot) <i>[DA condition 108- DA2020 136]</i> <i>[DA condition 108- DA2020 137]</i> <i>[DA Condition 88- DA2020 271]</i>	TBD	Willoughby City Council
20	Restriction on the Use of Land	1 2 3 4 5	2,3,4,5 1,3,4,5 1,2,4,5 1,2,3,5 1,2,3,4
21	Easement for Future Services (Whole of Lot)	1,3,4,5	2
22	Easement for Construction Purposes (Whole of Lot)	1 2 3 4 5	2,3,4,5 1,3,4,5 1,2,4,5 1,2,3,5 1,2,3,4
23	Right to Use Lift (M)	3	1,2,4,5

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 5 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Part 2 (Terms)

In this Instrument, unless the context otherwise requires:

Approval means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of Easement Site.

Authorised User means

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Building means the structure the subject of the Plan.

Building Management Committee means the committee appointed under the Strata Management Statement.

Building Works means the completion of the Building in accordance with the Development Consent.

Bulky Waste Storage Room has the meaning given to that term in the Strata Management Statement.

Community Open Space has the meaning given to that term in the Strata Management Statement.

Community Room has the meaning given to that term in the Strata Management Statement.

Council means Willoughby City Council and its assigns and successors.

Council Authorised Users means each and every member of the public without the need for any specific authority of Council.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 6 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Consent means the consent of Council to:

- (a) development application DA-2020/136 dated 30 June 2021;
- (b) development application DA-2020/137 dated 30 June 2021; and
- (c) development application DA-2020/271 dated 17 July 2021,

as may be amended or varied.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means that site of the Easement identified in the Plan and includes all items within the site of an Easement.

Environmental Management Plan means the report titled [#] by [#]. **[Drafting note: To be updated prior to registration if an Environmental Management Plan is required.]**

Future Services means any condenser units, air conditioning units, pipes, poles, wires, cables, conduits, structures and equipment or other Services required for the operation of a lot.

Garbage and Recycling Room has the meaning given to that term in the Strata Management Statement.

Grantee means:

- (a) the registered proprietor of a Lot Benefited;
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme; and
- (c) an Authority Benefited.

Grantor means:

- (a) the registered proprietor of a Lot Burdened; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 7 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Improvement means all improvements, structures and fixtures constructed, erected or installed at any time, including, any walls, support columns, slabs, foundations and footings.

Loading Dock has the meaning given to that term in the Strata Management Statement.

Loading Dock Management Plan has the meaning given to that term in the Strata Management Statement.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Maintenance Manual has the meaning given to that term in the Strata Management Statement.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Occupation Certificate an interim or final (or equivalent) occupation certificate under Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW).

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Parcel Locker System has the meaning given to that term in the Strata Management Statement.

Parcel Room has the meaning given to that term in the Strata Management Statement.

Plan means the plan to which this Instrument relates.

Playground has the meaning given to that term in the Strata Management Statement.

Plaza has the meaning given to that term in the Strata Management Statement.

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Services Apparatus includes any apparatus, plant, pipes, cables, tubes, wires, conduits, airconditioning condenser units, ducts, tracks, and rises required for a Service or in connection with a Service.

Shared Facilities has the meaning given to that term in the Strata Management Statement.

Strata Management Statement means a strata management statement registered according to the

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 8 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Development Act which applies to any of the lots in the Plan.

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

The word “**includes**” in any form is not a word of limitation.

1. Terms of Easement for Support and Shelter (Whole of Lot) numbered 1 in the Plan.

An easement for support and shelter as defined in and the subject of section 106 of the Development Act is created as if the Easement was created under that section of the Development Act.

2. Terms of Easement for Services (Whole of Lot) numbered 2 in the Plan.

2.1 An easement for Services as defined in and the subject of section 107 of the Development Act is created as if the Easement was created under that section of the Development Act.

2.2 For the purposes of this Easement, Services includes those Services installed up to and including the later of:

- (a) the date of the issue of the last Occupation Certificate for Lot 1 in the Plan;
- (b) the date of the issue of the last Occupation Certificate for Lot 2 in the Plan;
- (c) the date of the issue of the last Occupation Certificate for Lot 3 in the Plan;
- (d) the date of the issue of the last Occupation Certificate for Lot 4 in the Plan; and
- (e) the date of the issue of the last Occupation Certificate for Lot 5 in the Plan.

2.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Services or the Easement Site.

2.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

2.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 9 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

3. Terms of Easement for Fire Egress (Whole of Lot) numbered 3 in the Plan.

3.1 Subject to the provisions of this Easement, the Grantee and Authorised Users may pass and repass across fire stairs and passages within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:

- (a) in an emergency;
- (b) in the case of a fire or fire drill purposes; or
- (c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

4. Terms of Easement to Access Shared Facilities (Whole of Lot) numbered 4 in the Plan.

4.1 The rights under this Easement are subject to completion of construction of the Shared Facilities.

4.2 Subject to the provisions of this Easement, the Grantee and its Authorised Users may:

- (a) by any reasonable means pass across each Lot Burdened, to access and use the Shared Facilities which the Grantee is entitled to use under the Strata Management Statement, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything on to the Lot Burdened.

4.3 In exercising the powers granted under this Easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lots Burdened;

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 10 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage;
- (e) comply with the provisions of the Strata Management Statement and any other Easement in relating to the Shared Facility;
- (f) comply with any rules made by the Building Management Committee from time to time in relation to the use of the Shared Facilities.

4.4 A Strata Management Statement may include provisions in respect of access to and use of Shared Facilities within the Building.

4.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

4.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

5. Terms of Easement for Access (A) numbered 5 in the Plan.

5.1 The rights under this Easement are subject to completion of construction of the parts of the Building comprising the Easement Site.

5.2 Subject to the provisions of this Easement, a Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site.

5.3 In exercising the powers granted under this Easement, a Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

6. Terms of Right of Access Loading Dock (B) numbered 6 in the Plan.

6.1 Subject to the provisions of this Easement, the Grantee and its Authorised Users may:

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 11 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (a) access and use each Lot Burdened, but only within the Easement Site, to access and use the Loading Dock within the Easement Site, subject to the availability of the Loading Dock and any rules of operation of the Loading Dock in the Strata Management Statement and as reasonably determined by the Building Management Committee from time to time, to load and unload goods; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened.

6.2 In exercising those powers, the Grantee and its Authorised Users must:

- (a) comply with any rules of the Grantor relating to the use of the Loading Dock;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lots Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition;
- (e) make good any collateral damage;
- (f) comply with the requirements of the Loading Dock Management Plan;
- (g) comply with the provisions of the Strata Management Statement and any other Easement in relating to the Loading Dock; and
- (h) comply with any rules made by the Building Management Committee from time to time in relation to the use of the Loading Dock.

6.3 The Grantee and Authorised Users must comply with any rules made by the Building Management Committee from time to time in relation to the use of the Loading Dock and the Easement Site.

6.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Loading Dock within the Building or the Easement Site.

6.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 12 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
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6.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

7. Terms of Right to Use Garbage and Recycling Room (C) numbered 7 in the Plan.

7.1 The Grantee and its Authorised Users may:

- (a) pass and repass across Easement Site to access and use the Garbage and Recycling Room within the Easement Site, subject to any rules of operation of the Garbage and Recycling Room reasonably determined by the Building Management Committee from time to time, to store garbage, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened.

7.2 In exercising those powers, the Grantee and its Authorised Users must:

- (a) comply with any rules of the Grantor relating to the use of the Garbage and Recycling Room;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lots Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition,
- (e) make good any collateral damage;
- (f) comply with the provisions of the Strata Management Statement and any other Easement in relating to the Garbage and Recycling Room; and
- (g) comply with any rules made by the Building Management Committee from time to time in relation to the use of the Garbage and Recycling Room.

7.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Garbage and Recycling Room within the Building or the Easement Site.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 13 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

7.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

7.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

8. Terms of Right to Use Bulky Waste Room (D) numbered 8 in the Plan.

8.1 The Grantee and its Authorised Users may:

- (a) pass and repass across Easement Site to access and use the Bulky Waste Storage Room within the Easement Site, to place their bulky waste for collection, subject to any rules of operation reasonably determined by the Building Management Committee from time to time, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened, and
 - (ii) taking anything on to the Lot Burdened.

8.2 In exercising those powers, the Grantee and its Authorised Users must:

- (a) comply with any rules of the Grantor relating to the use of the Bulky Waste Room;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lots Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition;
- (e) make good any collateral damage;
- (f) comply with the provisions of the Strata Management Statement and any other Easement in relating to the Bulky Waste Storage Room; and
- (g) comply with any rules made by the Building Management Committee from time to time in relation to the use of the Bulky Waste Storage Room.

8.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Bulky Waste Storage Room within the Building or the Easement Site.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 14 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

8.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

8.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

9. Terms of Right to Parcel Lockers (E) numbered 9 in the Plan.

9.1 The Grantee and its Authorised Users may use the Parcel Locker System within the Easement Site for the purposes of receiving, delivering and handling mail.

9.2 In exercising the powers granted under this Easement, a Grantee must:

- (a) comply with any rules of the Grantor relating to the use of the Parcel Locker System;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (c) cause as little damage as is practicable to the Lots Burdened and any improvement on it;
- (d) make good any collateral damage;
- (e) comply with the provisions of the Strata Management Statement and any other Easement in relating to the Parcel Locker System; and
- (f) comply with any rules made by the Building Management Committee from time to time in relation to the use of the Parcel Locker System.

9.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Parcel Locker System within the Building or the Easement Site.

9.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

9.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

10. Terms of Right of Access (F) numbered 10 in the Plan.

10.1 Subject to the provisions of this Easement, the Grantee and its Authorised Users may pass and repass with or without vehicles across the Easement Site.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 15 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

10.2 In exercising the powers granted under this Easement, a Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

11. Terms of Easement for Public Access (P) numbered 11 in the Plan.

11.1 The rights under this Easement are subject to an issue of an Occupation Certificate for those parts of the Lots Burdened that contain the Easement Site.

11.2 Subject to the terms of this Easement, the Council and Council Authorised Users may access and use those parts of the Lots Burdened forming part of the Easement Site (including the Community Open Space, the Community Room, Playground and the Plaza, but excluding any part of the Plaza granted to Lot 2 as an exclusive-use area under the Strata Management Statement) and go, pass and re-pass over that part of the Lot Burdened for all lawful purposes:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items on any part of the Easement Site other than those parts of the Easement Site approved and constructed as a public road or bike lane or bike storage area (or similar).

11.3 Council and Council's Authorised Users may use any lift within the Easement Site, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor from time to time.

11.4 In exercising the powers granted under this Easement, a Council and Council's Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it;

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 16 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (c) make good any collateral damage;
- (d) comply with the provisions of the Strata Management Statement; and
- (e) comply with any rules made by the Building Management Committee from time to time in relation to the use of the Easement Site.

11.5 Each Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) Council Authorised Users if that Council Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;
- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
- (e) does not comply with the terms of a Strata Management Statement; or
- (f) does not comply with any rules made by the Grantor and/or the Building Management Committee in relation to the use and enjoyment of the Easement Site.

11.6 Council and Council Authorised Users must comply with any rules made in relation to the Easement Site from time to time. Any rules in relation to the Easement Site must not be inconsistent with the terms of this Easement or any Approval.

Community Open Space

11.7 [Insert any rules relating to the Community Open Space]

Community Room

11.8 [Insert any rules relating to the Community Room]

Playground

11.9 [Insert any rules relating to the Playground]

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 17 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Plaza

11.10 [Insert any rules relating to the Plaza]

11.11 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

11.12 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

11.13 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

12. Terms of Right to Use Lifts (G) numbered 12 in the Plan.

12.1 Subject to the provisions of this Easement, the Grantee and its Authorised Users may use the lifts within the Easement Site and pass and repass over the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids;
- (c) with trolleys and other non-mechanical devices designed to carry goods; and
- (d) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items.

12.2 The Grantee and its Authorised Users may use any lift within the Easement Site, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor or the Building Management Committee from time to time.

12.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 18 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
- (e) does not comply with the terms of a Strata Management Statement;
- (f) does not comply with any rules made by the Grantor and/or the Building Management Committee in relation to the use and enjoyment of the Easement Site; or
- (g) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.

12.4 In exercising the powers granted under this Easement, a Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 12 in the Plan.

Council

13. Terms of Right of Footway (H) numbered 13 in the Plan.

13.1 The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repass at all times over the Easement Site:

- (a) on foot or bicycle;
- (b) with wheelchairs or other disabled access aids;
- (c) with trolleys and other non-mechanical devices designed to carry goods; and
- (d) without vehicles, skateboards, scooters, rollerblades or similar items.

13.2 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 19 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise; or
- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

14. Terms of Easement for Support (J) numbered 14 in the Plan.

14.1 The Authority having the benefit of this Easement may retain on the Lot Burdened the retaining wall within the Easement Site, together with any associated footing that provide support of the surface and/or subsurface of Artarmon Road and associated footpath

14.2 The Grantor must not:

- (a) interfere with the retaining wall or footing or the support it offers, or
- (b) use the Easement Site, or any other part of the Lot Burdened, or any other land, in a way which may detract from the stability of the support provided by the retaining wall including its footings.

14.3 If the Grantor does or allows anything to be done which damages the retaining wall or its footings or impairs its effectiveness, the Authority having the benefit of this Easement may serve notice on the Grantor requiring the damage to be repaired or the impairment removed.

14.4 If the Grantor does not comply with the notice, the body having the benefit of this Easement may, after expiration of the notice period, repair the damage or remove the impairment and may recover any reasonable costs from the Grantor. In order to carry out the repairs, the Authority having the benefit of this Easement may do anything reasonably necessary for that purpose, including:

- (a) entering the Lot Burdened;
- (b) taking anything on to the Lot Burdened; and
- (c) carrying out the work.

14.5 The Grantor must at its own cost repair and maintain the retaining wall to ensure the stability and support provided by the retaining wall.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 20 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 14 in the Plan.

Council.

15. Terms of Positive Covenant numbered 15 in the Plan.

The Grantor, in respect of the on-site stormwater detention system (herein called the "System") constructed on the Lot Burdened covenants to:

- (a) clean, maintain and repair all pits, basins, tanks, pipelines, orifice plates, trench barriers, walls, earth banks and other structure, gutters, leaf gutter guards, down pipes, pipe connections and any associated devices relevant to the System, and
- (b) regularly keep the System clean and free from grass clippings, silt, debris and the like to ensure the efficient operation from time to time and at all times of the System, provided however that Council shall have the right to enter upon the Lot Burdened with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
 - (i) to view the state of repair of the System;
 - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
 - (iii) to execute any work required to remedy a breach of the terms of this covenant if the Grantor has not within fourteen (14) days of the date of receipt by the Grantor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the Grantor forthwith upon demand.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 15 in the Plan.

Council.

16. Terms of Restriction on the Use of Land numbered 16 in the Plan.

The Grantor covenants with Council in respect of the on-site stormwater detention system (herein called the "System") constructed on the land:

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 21 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (a) Not to erect or suffer to permit any building, structure or erection on the whole or erection on the part of the Lot Burdened except:
- (i) dividing fences;
 - (ii) such buildings, structures and erections as from time to time form part of or are associated with the carrying out by the Grantor of the Grantor's obligations under the Positive Covenant as are approved by the Council; and
 - (iii) such other structures as are approved by the Council.
- (b) Not to carry out any alterations to the System including, but not limited to, detention levels, controlled outflows, grates, pipes, orifice plate, mesh screen, gutters, leaf gutter guards, downpipes, pipe connections and any associated devices of the System without consent in writing previously obtained from the Council.

Name of authority empowered to release, vary or modify easement, profit à prendre, restriction, or positive covenant numbered 16 in the Plan.

Council.

17. Terms of Easement for Drainage numbered 17 in the Plan.

An easement for drainage of water in the terms of Part 7 Schedule 4A of the Conveyancing Act 1919 is created.

18. Terms of Right to Use Parcel Room (L) numbered 18 in the Plan.

18.1 The Grantee and its Authorised Users may enter and use the Parcel Room within the Easement Site for the purposes of receiving, delivering and handling mail.

18.2 In exercising the powers granted under this Easement, a Grantee must:

- (a) comply with any rules of the Grantor relating to the use of the Parcel Room;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
- (c) cause as little damage as is practicable to the Lots Burdened and any improvement on it;
- (d) make good any collateral damage;

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 22 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (e) comply with the provisions of the Strata Management Statement and any other Easement in relating to the Parcel Room; and
- (f) comply with any rules made by the Building Management Committee from time to time in relation to the use of the Parcel Room.

18.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Parcel Room within the Building or the Easement Site.

18.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

18.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

19. Terms of Positive Covenant for Environmental Management Plan (Whole of Lot) numbered 19 in the Plan.

19.1 The Lot Burdened has been remediated in accordance with [##] using a cap and contain method to encapsulate contaminated material.

19.2 The Grantor must comply with the obligations for ongoing maintenance and any future rehabilitation works required in terms of the encapsulated/remaining contaminated materials, including the discharge or prevention of discharge therefrom of any contaminants or for any works subsequently required by the NSW Environment Protection Authority in accordance with the Environmental Management Plan for the Lot Burdened.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 19 in the Plan.

Council.

20. Terms of Restriction on the Use of Land numbered 20 in the Plan.

20.1 No building shall be constructed on Lot Burdened, or improvements made to the Lot Burdened, unless the Grantor complies with the Maintenance Plan for the Building and/or improvements on the Lot Burdened.

21. Terms of Easement for Future Services (whole of lot) numbered 21 in the Plan.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 23 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

21.1 Subject to the terms of this Easement, the Grantee and its Authorised Users may:

- (a) use each Lot Burdened, but only within the Easement Site, to install and provide Future Services to or from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to lay pipes, wires, cables, and conduits ("pipes and cables") to and from the Easement Site necessary for the operation of any Future Services provided the pipes and cables will not unreasonably interfere with the use and enjoyment of the Lot Burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining the Future Services and pipes and cables.

21.2 The Grantee must keep the Future Services and any pipes and cables in good repair and safe condition.

21.3 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

- (a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement;
- (b) ensure that the work is fit for purpose and safe;
- (c) ensure all work is done properly and in a good and workmanlike manner;
- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (e) cause as little damage as is practicable to the Lot Burdened and any Improvement on it;
- (f) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (g) make good any collateral damage.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 24 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

22. Terms of Easement for Construction Purposes (whole of lot) numbered 22 in the Plan.

22.1 The Grantee and its Authorised Users may:

- (a) carry out the Building Works on and within the Lots Benefited including within the Lot Burdened to the extent necessary to construct the Building Works;
- (b) install Services and Services Apparatus as part of the Building Works;
- (c) use, augment or add to Services and Services Apparatus installed as part of the Building Works; and
- (d) do anything reasonably necessary for that purpose including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out the necessary works.

22.2 In exercising the rights under clause 22.1, the Grantee must:

- (a) comply with the Development Consent and requirements of any Authority when carrying out works;
- (b) ensure all work is done properly;
- (c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;
- (d) cause as little damage as is practicable to the Lots Burdened and any Improvements on the Lots Burdened;
- (e) restore the Lots Burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

22.3 The rights under this Easement will cease to have effect upon a final occupation certificate for the Building being issued by the relevant Authority.

23. Terms of Right to Use Lift (M) numbered 23 in the Plan.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 25 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

23.1 Subject to the provisions of this Easement, the Grantee and its Authorised Users may use the lifts within the Easement Site and pass and repass over the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids;
- (c) with trolleys and other non-mechanical devices designed to carry goods; and
- (d) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items

23.2 The Grantee and its Authorised Users may use any lift within the Easement Site, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor or the Building Management Committee from time to time.

23.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;
- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
- (e) does not comply with the terms of a Strata Management Statement;
- (f) does not comply with any rules made by the Grantor and/or the Building Management Committee in relation to the use and enjoyment of the Easement Site; or
- (g) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.

23.4 In exercising the powers granted under this Easement, a Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 26 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

- (b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
- (c) make good any collateral damage.

24. Effect of the Strata Management Statement

- 24.1 This clause applies to each Easement in this Instrument.
- 24.2 If the Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or its Authorised User, the rules must be consistent with the Easement and any Strata Management Statement.
- 24.3 If a Strata Management Statement allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (e.g. the obligation is imposed on a Building Management Committee), or the Strata Management Statement imposes rules or conditions on the carrying out of works, repair or maintenance, the Strata Management Statement prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.
- 24.4 If a Strata Management Statement regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.
- 24.5 If a Strata Management Statement binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and that Strata Management Statement:
- (a) imposes obligations on the Grantor or Grantee;
 - (b) confers rights on the Grantor or Grantee; or
 - (c) requires the Grantor or Grantee to do or refrain from doing something,

which are in addition to the rights, obligations or actions conferred, imposed or regulated by the Easement then the party bound by the Strata Management Statement has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the Easement.

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 27 of 29 sheets)

Plan:

Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land:

Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Execution by the parties:

Signed by [##] as delegate of Mirvac Residential (NSW) Developments Pty Ltd Level 28 (ABN 29 609 513 135) without assuming any personal liability and I hereby certify that I have no notice of revocation of such delegation and in the presence of:)
)
)
)
)
)
)

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the signatory named below who signed this document pursuant to delegation.

Signature of Witness

Signature of David Pitchford

Name of Witness

Address of Witness

.....

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 28 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Authorised Officer of City of Sydney Council

City of Sydney Council by its authorised delegate pursuant to s.377 of Local Government Act 1993 No 30 _____
(name of delegate)

.....

Signature of Delegate

.....

Name of Delegate (print)

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 29 of 29 sheets)

Plan: Plan of Subdivision over Lot 100 in [##] (being a consolidation of Lots 10, 11, 12 in DP 1162507 and Lot 13 in DP 6849 and Lot 1 in DP 820327 together with boundary adjustment with Lot 1 DP 327266) covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

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

.....
Signature of Witness

.....
Name of Witness (print)

.....
.....
Address of Witness

ANNEXURE 12:
DRAFT STRATA & STRATUM PLANS

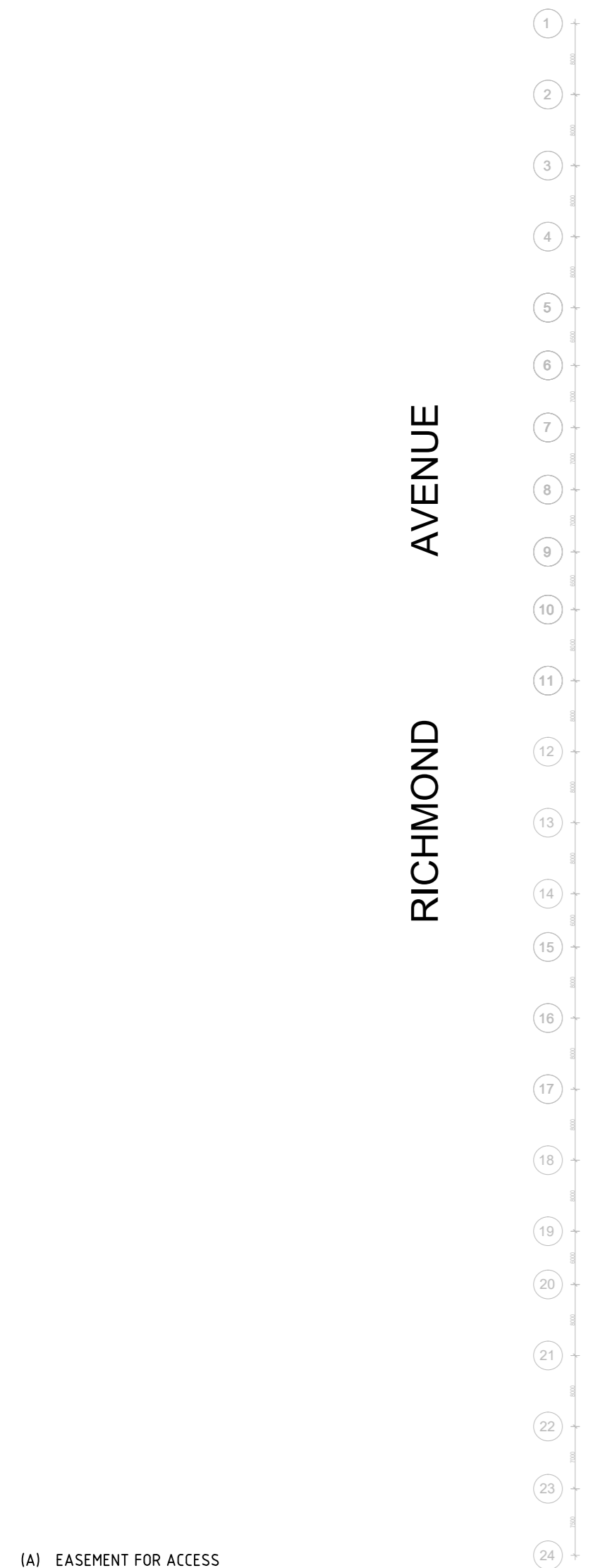
PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> Registered: Title System:	<p style="text-align: right;">Office Use Only</p> DRAFT - ISSUE 05 PRINTED 05 OCT 2021	
PLAN OF SUBDIVISION OF LOT 100 DP (BEING A CONSOLIDATION OF LOTS 10,11,12 IN DP 1162507 AND LOT 13 IN DP 6849 AND LOT 1 DP 820327 TOGETHER WITH BOUNDARY ADJUSTMENT WITH LOT 1 DP 327266)	LGA: WILLOUGHBY Locality: WILLOUGHBY Parish: WILLOUGHBY County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>MARK JOHN ANDREW</u> <u>BEVERIDGE WILLIAMS</u> of <u>447 KENT STREET, SYDNEY 2000</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on:,or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> Datum Line: Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: Dated: Surveyor Identification No: Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation	<p style="text-align: center;">Subdivision Certificate</p> I..... *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent/Authority: Date of Endorsement: Subdivision Certificate no: File number: *Strike through if inapplicable	
Surveyor's Reference: 2100305 DSUB	STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land. <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:	DRAFT - ISSUE 05 PRINTED 05 OCT 2021	
PLAN OF SUBDIVISION OF LOT 100 DP (BEING A CONSOLIDATION OF LOTS 10,11,12 IN DP 1162507 AND LOT 13 IN DP 6849 AND LOT 1 DP 820327 TOGETHER WITH BOUNDARY ADJUSTMENT WITH LOT 1 DP 327266)	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate No:	Date of Endorsement:	
<p style="text-align: center;">PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 2. EASEMENT FOR SERVICES (WHOLE OF LOT) 3. EASEMENT FOR FIRE EGRESS (WHOLE OF LOT) 4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) 5. EASEMENT FOR ACCESS (A) 6. RIGHT TO USE LOADING DOCK (B) 7. RIGHT TO USE GARBAGE AND RECYCLING ROOM (C) 8. RIGHT TO USE BULKY WASTE ROOM (D) 9. RIGHT TO USE PARCEL LOCKERS (E) 10. RIGHT OF ACCESS (F) 11. EASEMENT FOR PUBLIC ACCESS (P) 12. RIGHT TO USE LIFT (G) 13. RIGHT OF FOOTWAY (H) 14. EASEMENT FOR SUPPORT (J) 15. POSITIVE COVENANT (OSD CONDITION 86) 16. RESTRICTION ON THE USE OF LAND (OSD CONDITION 87) 17. EASEMENT FOR DRAINAGE (K) 18. RIGHT TO USE PARCEL ROOM (L) 19. POSITIVE COVENANT 20. RESTRICTION ON THE USE OF LAND 21. EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) 22. EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) 23. RIGHT TO USE LIFT (M) 		
A MANAGEMENT STATEMENT OF SHEETS ACCOMPANIES THIS PLAN		
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 2100305 DSUB		

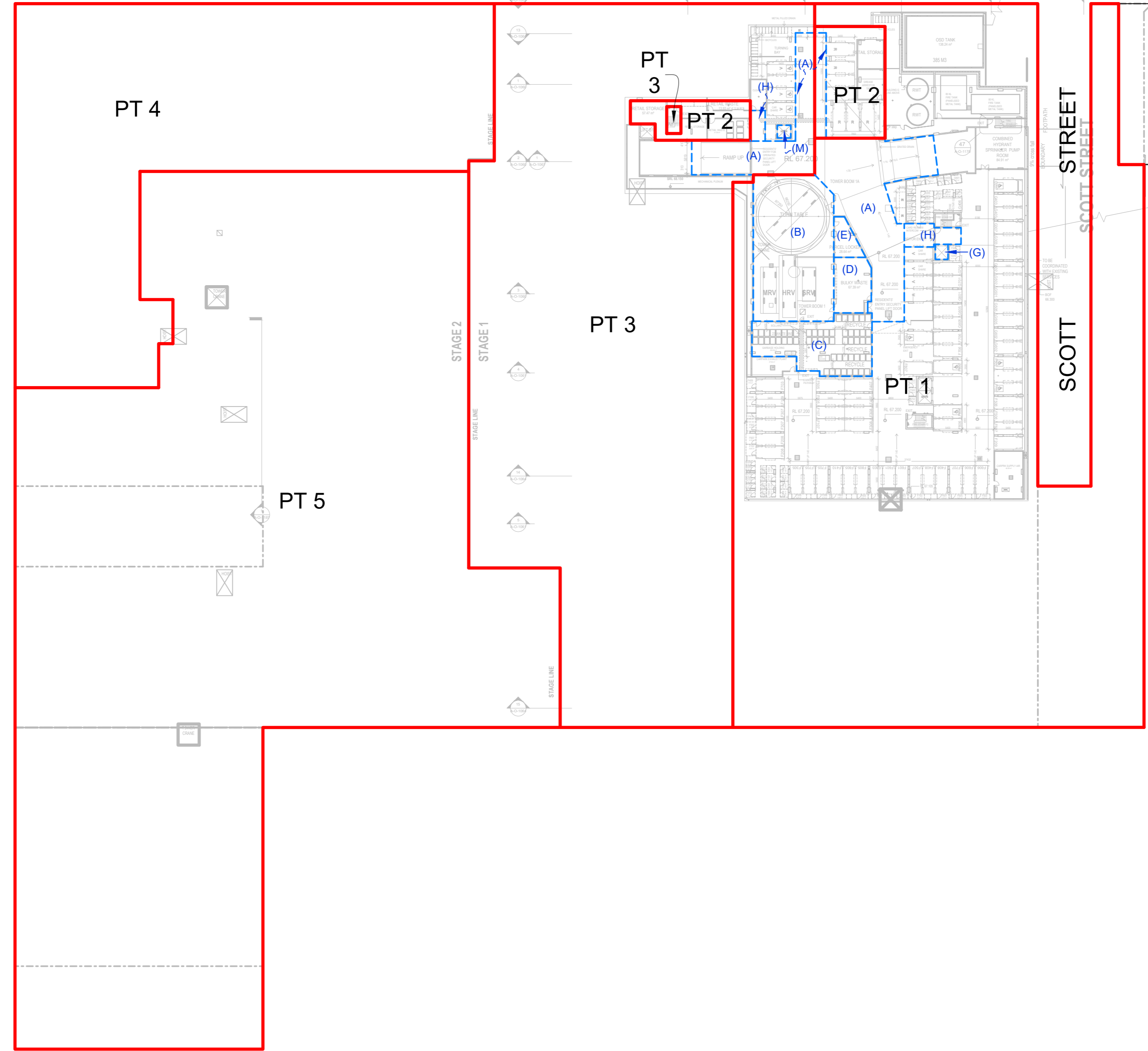
PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div style="text-align: right; font-size: small; margin-bottom: 5px;">Office Use Only</div> Registered:	<div style="text-align: right; font-size: small; margin-bottom: 5px;">Office Use Only</div> <div style="text-align: center; padding: 10px;"> DRAFT - ISSUE 05 PRINTED 05 OCT 2021 </div>	
PLAN OF SUBDIVISION OF LOT 100 DP (BEING A CONSOLIDATION OF LOTS 10,11,12 IN DP 1162507 AND LOT 13 IN DP 6849 AND LOT 1 DP 820327 TOGETHER WITH BOUNDARY ADJUSTMENT WITH LOT 1 DP 327266)	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate No: Date of Endorsement:		
OWNER CONSENT		
MORTGAGEE CONSENT		
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 2100305 DSUB		

- LOT 1 - RESIDENTIAL BUILDINGS F,G AND J
- LOT 2 - RETAIL
- LOT 3 - RESIDENTIAL BUILDINGS B AND E
- LOT 4 - RESIDENTIAL BUILDINGS A AND C
- LOT 5 - RESIDENTIAL BUILDINGS D,H AND K

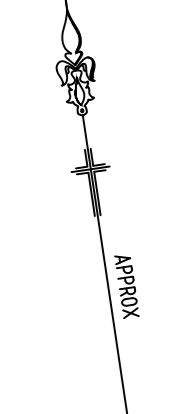
THIS PLAN IS BASED ON PLANS BY
MIRVAC DESIGN
DWG No.: CAD - A-0-1001 - BASEMENT 02[AY]
RECEIVED: 31 AUGUST 2021



ARTARMON ROAD



101
DP ---



- (A) EASEMENT FOR ACCESS
- (B) RIGHT TO USE LOADING DOCK
- (C) RIGHT TO USE GARBAGE AND RECYCLING ROOM
- (D) RIGHT TO USE BULKY WASTE ROOM
- (E) RIGHT TO USE PARCEL LOCKERS
- (G) RIGHT TO USE LIFT
- (H) RIGHT OF FOOTWAY
- (M) RIGHT TO USE LIFT

WHOLE OF EASEMENTS FOR LOTS 1 TO 5 INCLUDING
EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT FOR EMERGENCY EGRESS
RIGHT TO ACCESS SHARED FACILITIES
EASEMENT FOR CONSTRUCTION PURPOSE
EASEMENT FOR FUTURE SERVICES

SURVEYOR
Name: MARK JOHN ANDREW
Date:
Reference: 2100305 DSUB

PLAN OF SUBDIVISION OF
LOT 100 DP (BEING A
CONSOLIDATION OF LOTS 10,11,12 IN DP
1162507 AND LOT 13 IN DP 6849 AND LOT 1
DP 820327 TOGETHER WITH BOUNDARY
ADJUSTMENT WITH LOT 1 DP 327266)

LGA: WILLOUGHBY
Locality: WILLOUGHBY
Reduction Ratio: 1: 600
Lengths are in metres.

REGISTERED

DRAFT - ISSUE 05
PRINTED 05 OCT 2021

PRELIMINARY PLAN
PREPARED BY
BEVERIDGE WILLIAMS



www.beveridgewilliams.com.au
Level 5, 447 Kent Street
Sydney 2000
Tel. 02 9283 6677
sydney@bevwill.com.au

BASEMENT LEVEL 1

THIS PLAN IS BASED ON PLANS BY
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DWG No: CAD - A-0-1002 - BASEMENT 01(BP)
RECEIVED: 31 AUGUST 2021

- LOT 1 - RESIDENTIAL BUILDINGS F,G AND J
- LOT 2 - RETAIL
- LOT 3 - RESIDENTIAL BUILDINGS B AND E
- LOT 4 - RESIDENTIAL BUILDINGS A AND C
- LOT 5 - RESIDENTIAL BUILDINGS D,H AND K

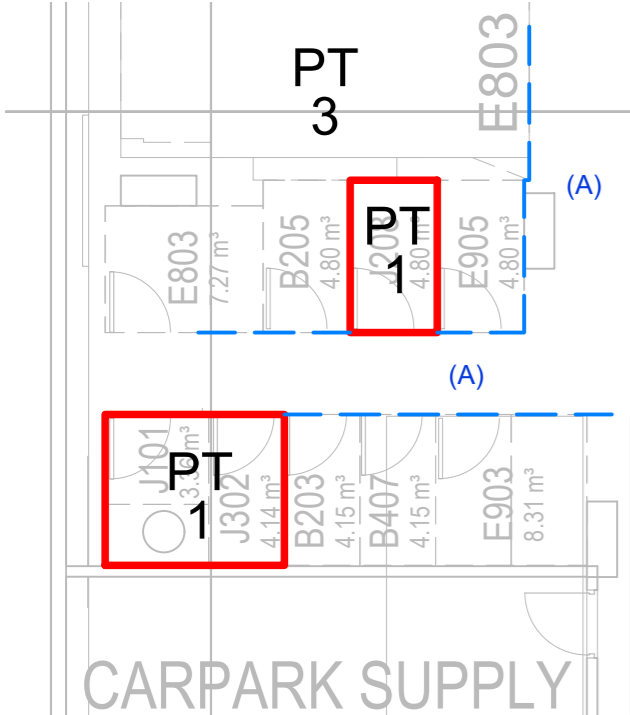
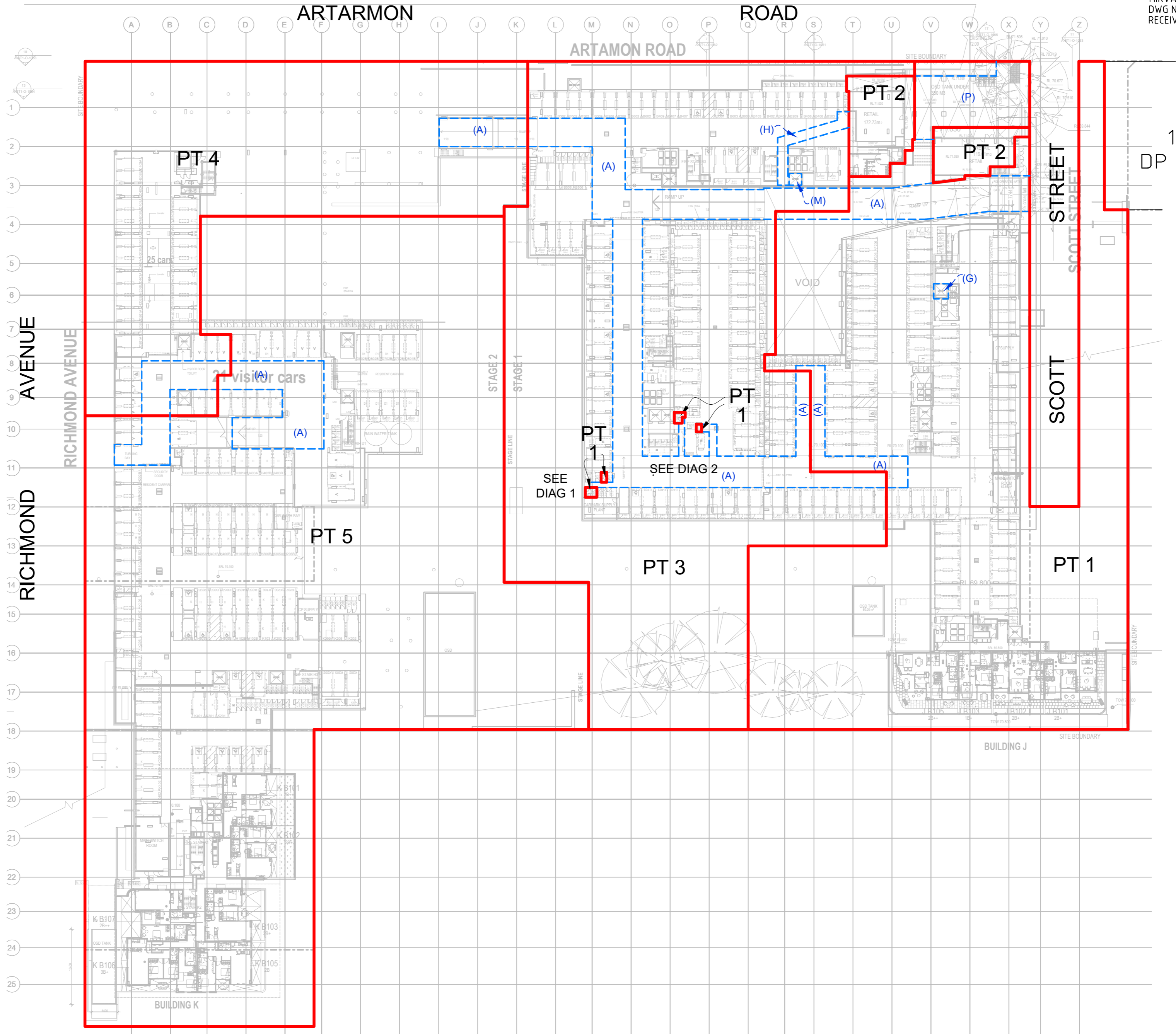


DIAGRAM 1
SCALE 1:100

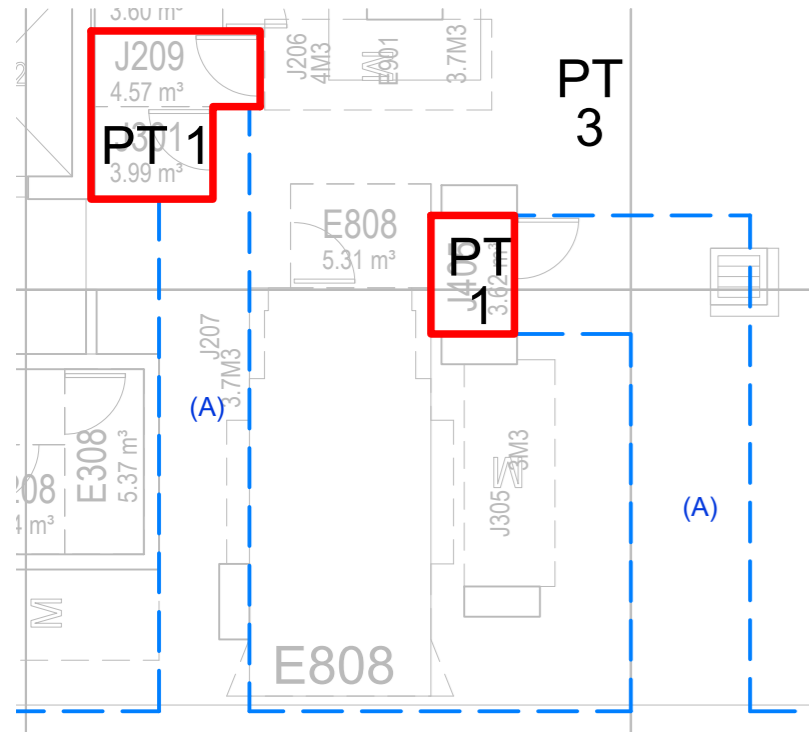


DIAGRAM 2
SCALE 1:100

- (A) EASEMENT FOR ACCESS
- (H) RIGHT OF FOOTWAY
- (M) RIGHT TO USE LIFT
- (P) EASEMENT FOR PUBLIC ACCESS

WHOLE OF EASEMENTS FOR LOTS 1 TO 5 INCLUDING
EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT FOR EMERGENCY EGRESS
RIGHT TO ACCESS SHARED FACILITIES
EASEMENT FOR CONSTRUCTION PURPOSE
EASEMENT FOR FUTURE SERVICES

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSUB</p>	<p>PLAN OF SUBDIVISION OF LOT 100 DP (BEING A CONSOLIDATION OF LOTS 10,11,12 IN DP 1162507 AND LOT 13 IN DP 6849 AND LOT 1 DP 820327 TOGETHER WITH BOUNDARY ADJUSTMENT WITH LOT 1 DP 327266)</p>	<p>LGA: WILLOUGHBY Locality: WILLOUGHBY Reduction Ratio: 1: 600 Lengths are in metres.</p>	<p>REGISTERED</p>	<p>DRAFT - ISSUE 05 PRINTED 05 OCT 2021</p>
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PRELIMINARY PLAN
PREPARED BY
BEVERIDGE WILLIAMS

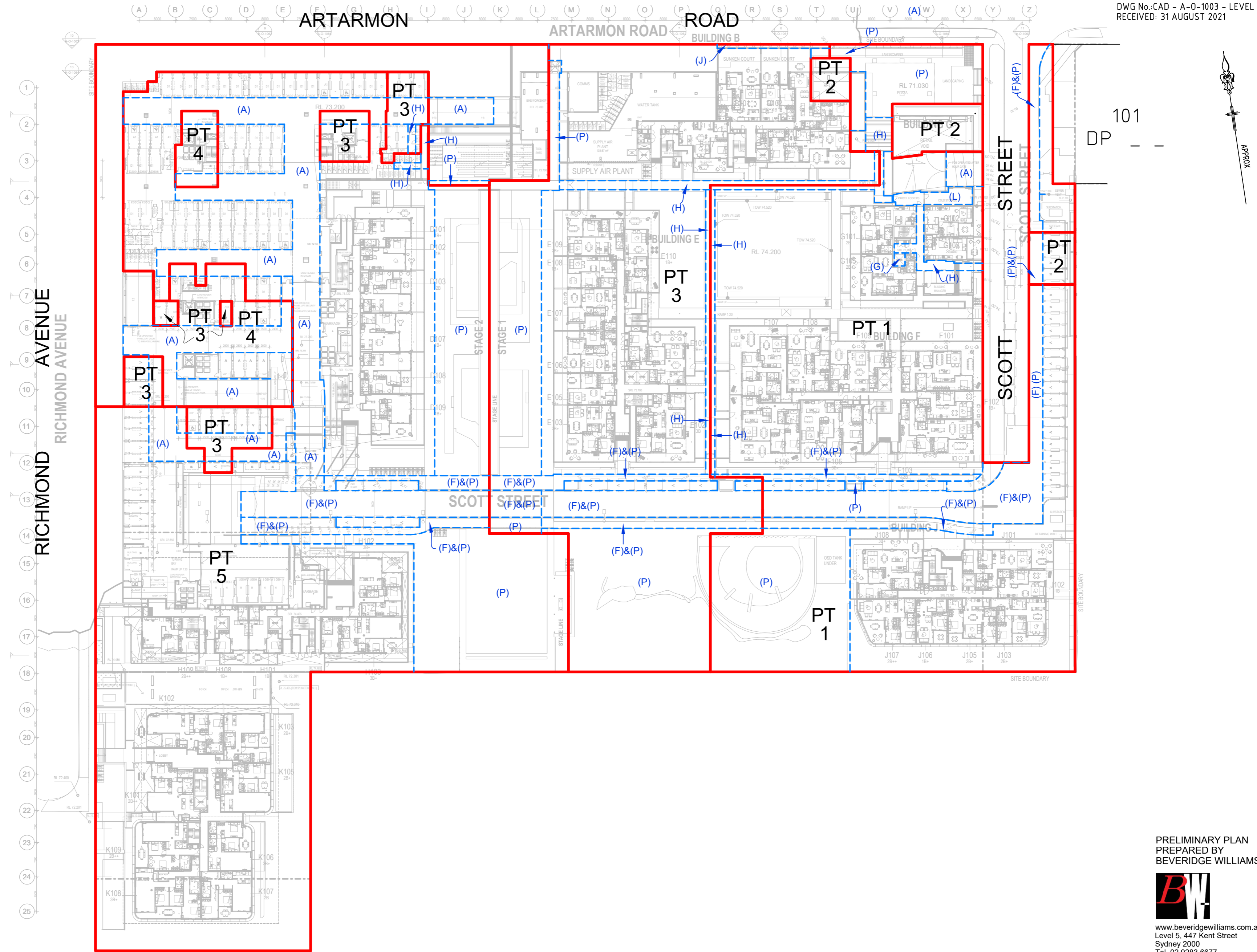


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Tel. 02 9283 6677
sydney@bevwill.com.au

LEVEL 1

- LOT 1 - RESIDENTIAL BUILDINGS F,G AND J
- LOT 2 - RETAIL
- LOT 3 - RESIDENTIAL BUILDINGS B AND E
- LOT 4 - RESIDENTIAL BUILDINGS A AND C
- LOT 5 - RESIDENTIAL BUILDINGS D,H AND K

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 DWG No.: CAD - A-0-1003 - LEVEL 01(BM)
 RECEIVED: 31 AUGUST 2021



- (A) EASEMENT FOR ACCESS
- (F) RIGHT OF ACCESS
- (G) RIGHT TO USE LIFT
- (H) RIGHT OF FOOTWAY
- (J) EASEMENT FOR SUPPORT
- (L) RIGHT TO USE PARCEL ROOM
- (P) EASEMENT FOR PUBLIC ACCESS

WHOLE OF EASEMENTS FOR LOTS 1 TO 5 INCLUDING
 EASEMENT FOR SUPPORT AND SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 RIGHT TO ACCESS SHARED FACILITIES
 EASEMENT FOR CONSTRUCTION PURPOSE
 EASEMENT FOR FUTURE SERVICES

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSUB</p>	<p>PLAN OF SUBDIVISION OF LOT 100 DP (BEING A CONSOLIDATION OF LOTS 10,11,12 IN DP 1162507 AND LOT 13 IN DP 6849 AND LOT 1 DP 820327 TOGETHER WITH BOUNDARY ADJUSTMENT WITH LOT 1 DP 327266)</p>	<p>LGA: WILLOUGHBY Locality: WILLOUGHBY Reduction Ratio: 1: 600 Lengths are in metres.</p>	<p>REGISTERED</p>	<p>DRAFT - ISSUE 05 PRINTED 05 OCT 2021</p>
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PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS

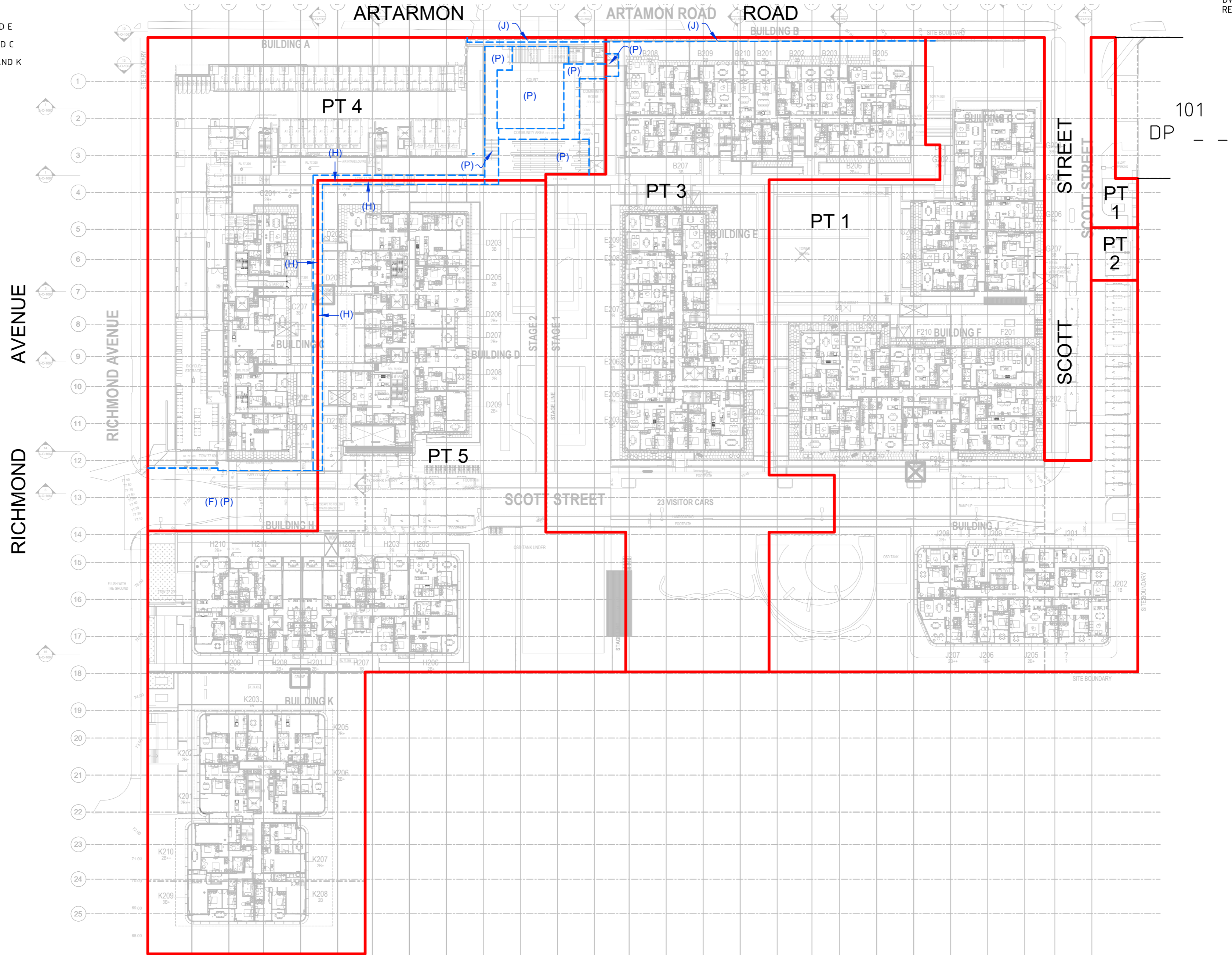


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 Sydney 2000
 Tel. 02 9283 6677
 sydney@bevwill.com.au

LEVEL 2

- LOT 1 - RESIDENTIAL BUILDINGS F,G AND J
- LOT 2 - RETAIL
- LOT 3 - RESIDENTIAL BUILDINGS B AND E
- LOT 4 - RESIDENTIAL BUILDINGS A AND C
- LOT 5 - RESIDENTIAL BUILDINGS D,H AND K

THIS PLAN IS BASED ON PLANS BY
 MIRVAC DESIGN
 DWG No.: CAD - A-0-1004 - LEVEL 02(CG)
 RECEIVED: 31 AUGUST 2021



- (F) RIGHT OF ACCESS
- (J) EASEMENT FOR SUPPORT
- (P) EASEMENT FOR PUBLIC ACCESS

WHOLE OF EASEMENTS FOR LOTS 1 TO 5 INCLUDING
 EASEMENT FOR SUPPORT AND SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 RIGHT TO ACCESS SHARED FACILITIES
 EASEMENT FOR CONSTRUCTION PURPOSE
 EASEMENT FOR FUTURE SERVICES

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSUB</p>	<p>PLAN OF SUBDIVISION OF LOT 100 DP (BEING A CONSOLIDATION OF LOTS 10,11,12 IN DP 1162507 AND LOT 13 IN DP 6849 AND LOT 1 DP 820327 TOGETHER WITH BOUNDARY ADJUSTMENT WITH LOT 1 DP 327266)</p>	<p>LGA: WILLOUGHBY Locality: WILLOUGHBY Reduction Ratio: 1: 600 Lengths are in metres.</p>	<p>REGISTERED</p>	<p>DRAFT - ISSUE 05 PRINTED 05 OCT 2021</p>
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PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS

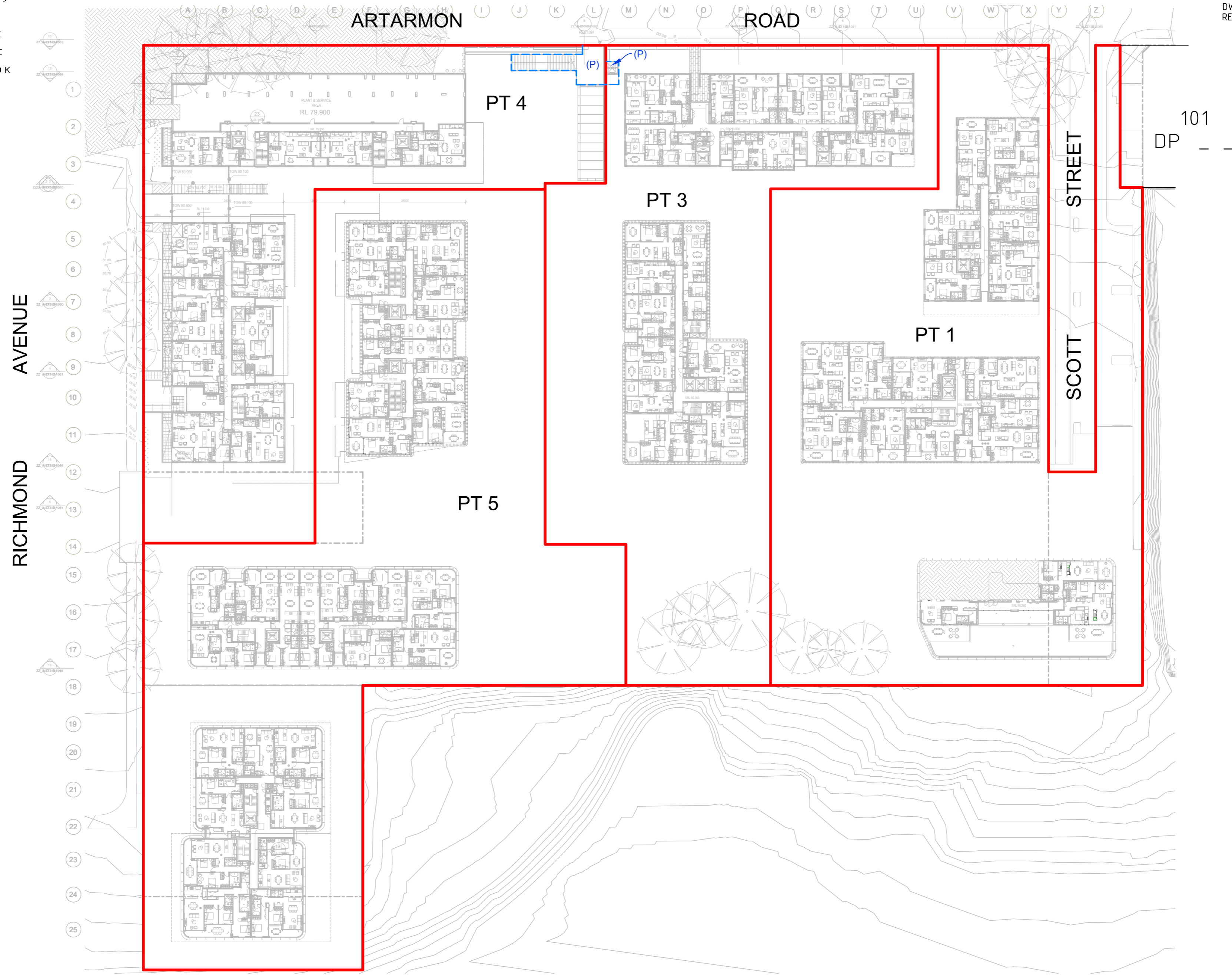


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 Sydney 2000
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 sydney@bevwill.com.au

LEVEL 3 AND ABOVE

- LOT 1 - RESIDENTIAL BUILDINGS F,G AND J
- LOT 2 - RETAIL
- LOT 3 - RESIDENTIAL BUILDINGS B AND E
- LOT 4 - RESIDENTIAL BUILDINGS A AND C
- LOT 5 - RESIDENTIAL BUILDINGS D,H AND K

THIS PLAN IS BASED ON PLANS BY
 MIRVAC DESIGN
 DWG No.: CAD-A-GA-L02(CA)
 RECEIVED: 11 JUNE 2021



(P) EASEMENT FOR PUBLIC ACCESS

WHOLE OF EASEMENTS FOR LOTS 1 TO 5 INCLUDING
 EASEMENT FOR SUPPORT AND SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 RIGHT TO ACCESS SHARED FACILITIES
 EASEMENT FOR CONSTRUCTION PURPOSE
 EASEMENT FOR FUTURE SERVICES

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 2100305 DSUB

PLAN OF SUBDIVISION OF
 LOT 100 DP (BEING A)
 CONSOLIDATION OF LOTS 10,11,12 IN DP
 1162507 AND LOT 13 IN DP 6849 AND LOT 1
 DP 820327 TOGETHER WITH BOUNDARY
 ADJUSTMENT WITH LOT 1 DP 327266)

LGA: WILLOUGHBY
Locality: WILLOUGHBY
Reduction Ratio: 1: 600
 Lengths are in metres.

REGISTERED

DRAFT - ISSUE 05
PRINTED 05 OCT 2021

PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS



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 Sydney 2000
 Tel. 02 9283 6677
 sydney@bevwill.com.au

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> Registered:	<p style="text-align: right;">Office Use Only</p> <h2 style="text-align: center;">DRAFT - LOT 1</h2> <p style="text-align: center;">ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>	
PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP	LGA: WILLOUGHBY Locality: WILLOUGHBY Parish: WILLOUGHBY County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
<p style="text-align: center;">Address for Service of Documents</p> Provide an Australian address including a postcode	The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan	
<p style="text-align: center;">Surveyor's Certificate</p> I, MARK JOHN ANDREW of BEVERIDGE WILLIAMS 447 KENT STREET, SYDNEY 2000 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^..... Signature: Date: 00 JULY 2021 Surveyor ID: Surveyor's Reference: 2100305 DSP LOT 1 ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, being an Accredited Certifier, accreditation number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference:..... Relevant Planning Approval No. Issued by: Signature: Date: ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

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Registered:

DRAFT - LOT 1

ISSUE 03 - PRINTED 9 SEP 2021

UPDATED OVERLAY PLANS - ALL LEVELS - DW

VALUER'S CERTIFICATE

I, * of
 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body:.....

Class of membership:.....

Membership number:.....

certify that the unit entitlements shown in the schedule herewith were apportioned on(being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: Date

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Office Use Only

Office Use Only

Registered:

DRAFT - LOT 1
ISSUE 03 - PRINTED 9 SEP 2021
UPDATED OVERLAY PLANS - ALL LEVELS - DW

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*

Surveyors Reference: 2100305 DSP LOT 1

LOCATION PLAN

ADDITIONAL LOCATION PLANS FOR
CAR SPACES WILL BE SHOWN ON
SHEETS 2 TO 4 INCLUSIVE

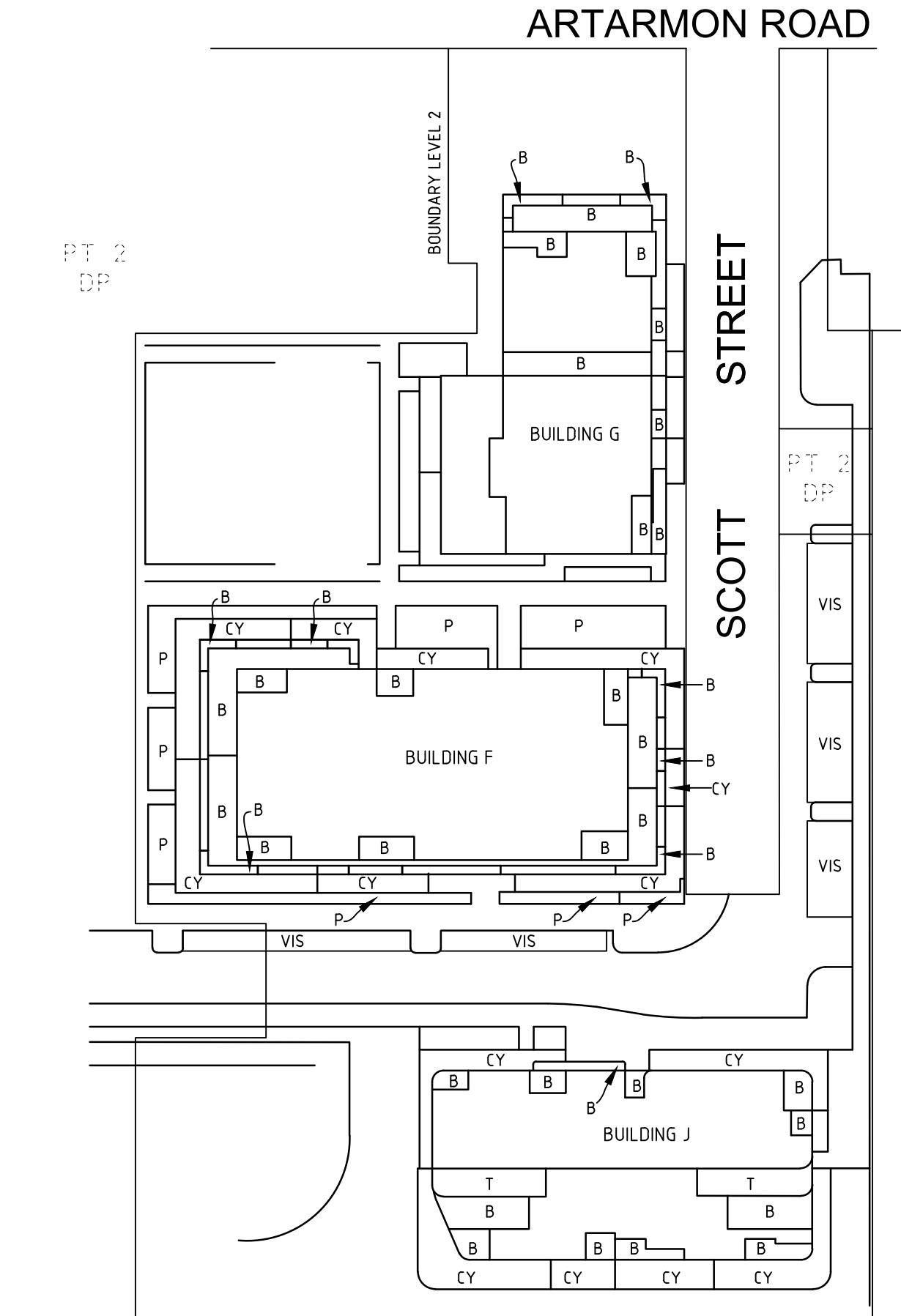
LEGEND

- B BALCONY
- CY COURTYARD
- P PLANTER
- VIS VISITOR CAR SPACE

PRELIMINARY PLAN
PREPARED BY
BEVERIDGE WILLIAMS



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Sydney 2000
Tel. 02 9283 6677
sydney@bevwill.com.au



<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 31 AUG 2021
 CADREF CAD - A-0-1001 - BASEMENT 02(A1)

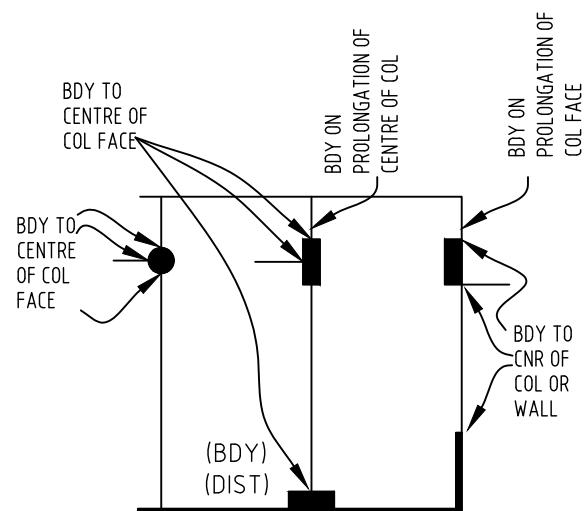
BUILDINGS F, G & J

BASEMENT 2

SHEET 6 ADJOINS

TYPICAL KEY

(UNLESS NOTED OTHERWISE)



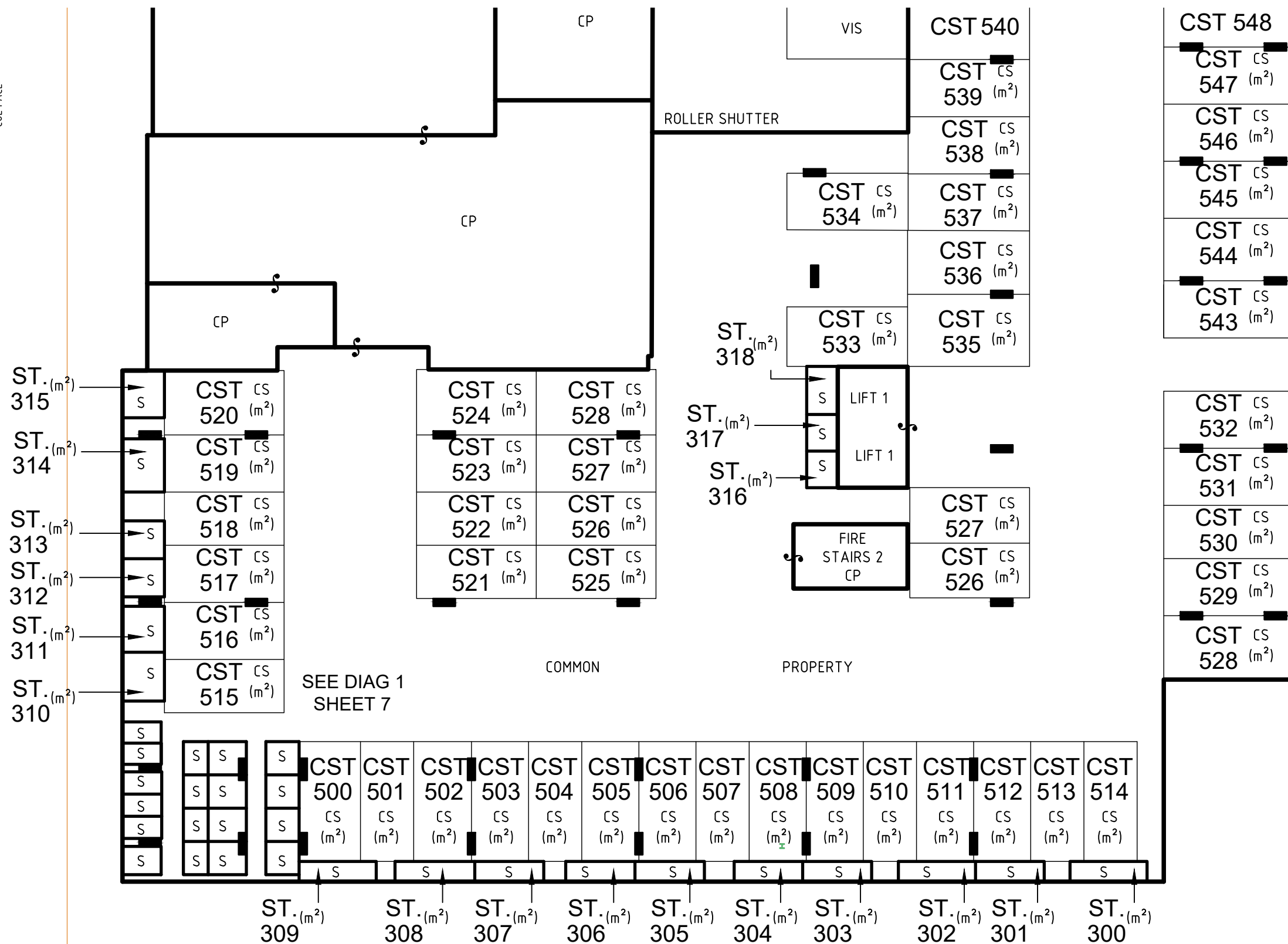
LEGEND

- CP COMMON PROPERTY
- CS CAR SPACE
- CST CAR SPACE TO BE ALLOCATED
- S STORAGE SPACE
- ST STORAGE SPACE TO BE ALLOCATED
- VIS VISITORS CAR SPACE (CP)

PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS



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 Level 5, 447 Kent Street
 Sydney 2000
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 sydney@bevwill.com.au



<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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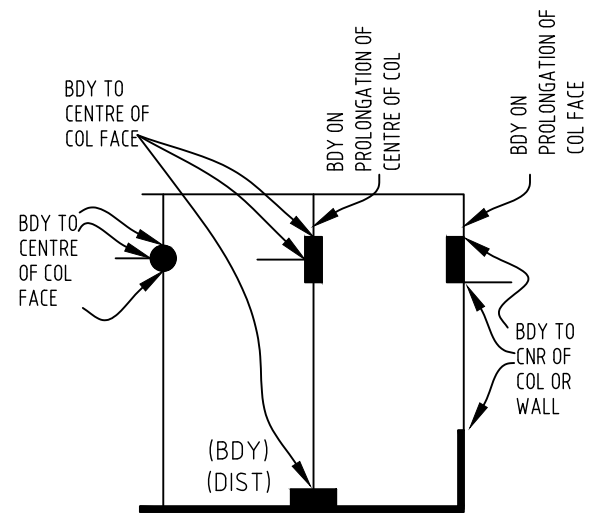
ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 31 AUG 2021
 CADREF CAD - A-0-1001 - BASEMENT 02[A,Y]

BUILDINGS F,G & J

BASEMENT 2

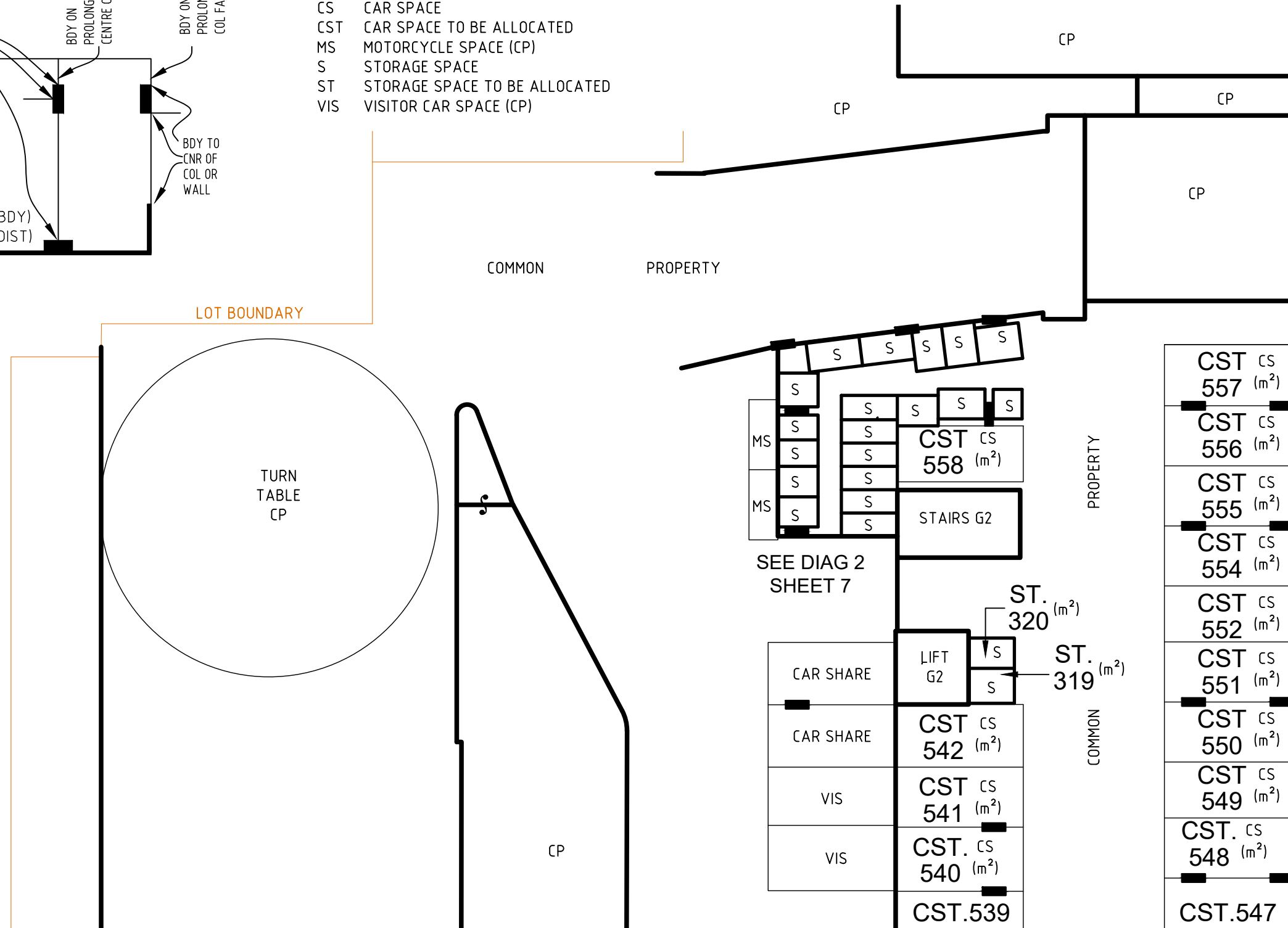
TYPICAL KEY

(UNLESS NOTED OTHERWISE)



LEGEND

- CP COMMON PROPERTY
- CS CAR SPACE
- CST CAR SPACE TO BE ALLOCATED
- MS MOTORCYCLE SPACE (CP)
- S STORAGE SPACE
- ST STORAGE SPACE TO BE ALLOCATED
- VIS VISITOR CAR SPACE (CP)



PRELIMINARY PLAN
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 Sydney 2000
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 sydney@bevwill.com.au

SHEET 5 ADJOINS

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 31 AUG 2021
 CADREF CAD - A-0-1001 - BASEMENT 02[A.Y]

BUILDINGS F, G & J

BASEMENT 2 - DIAGRAMS

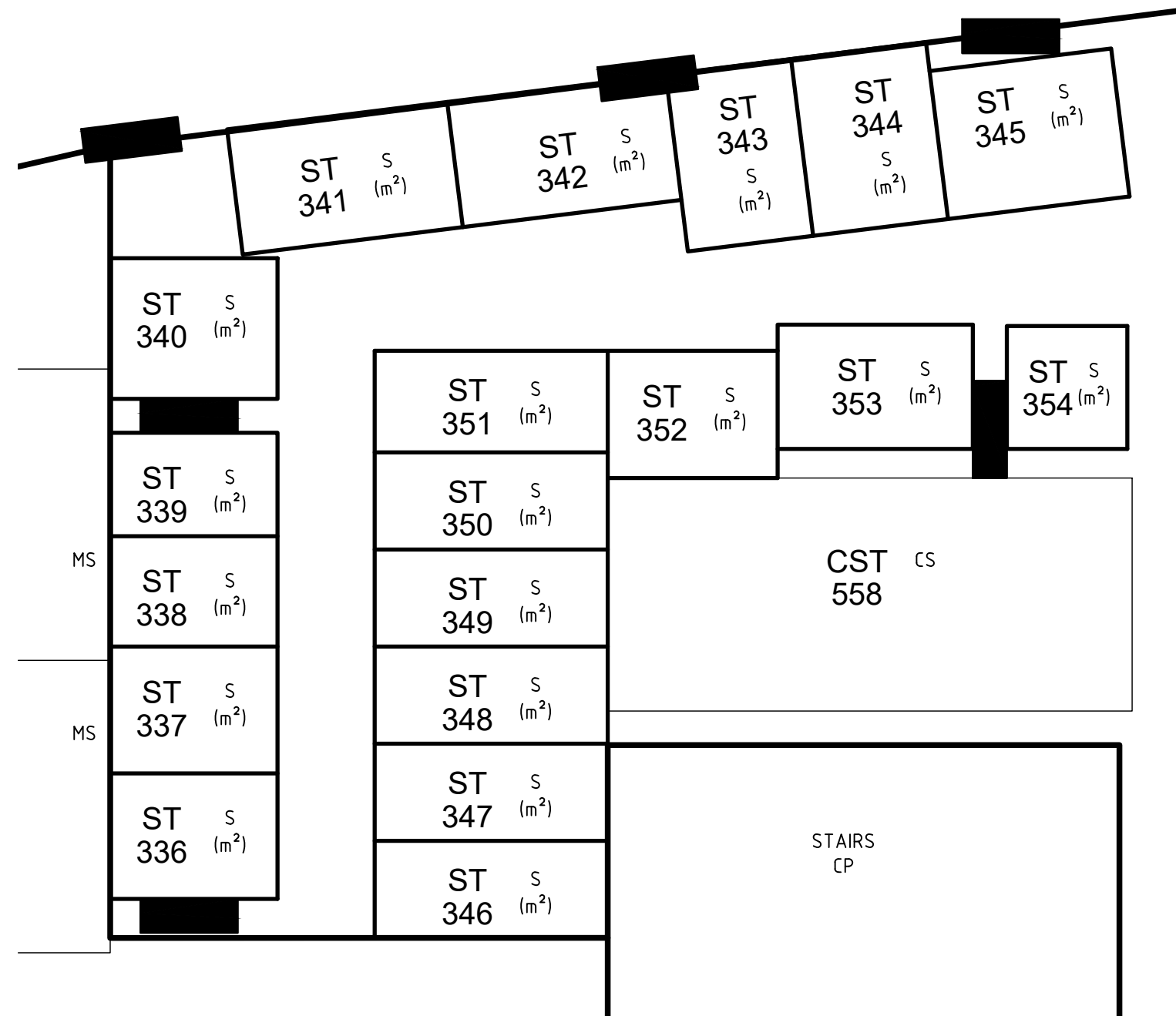
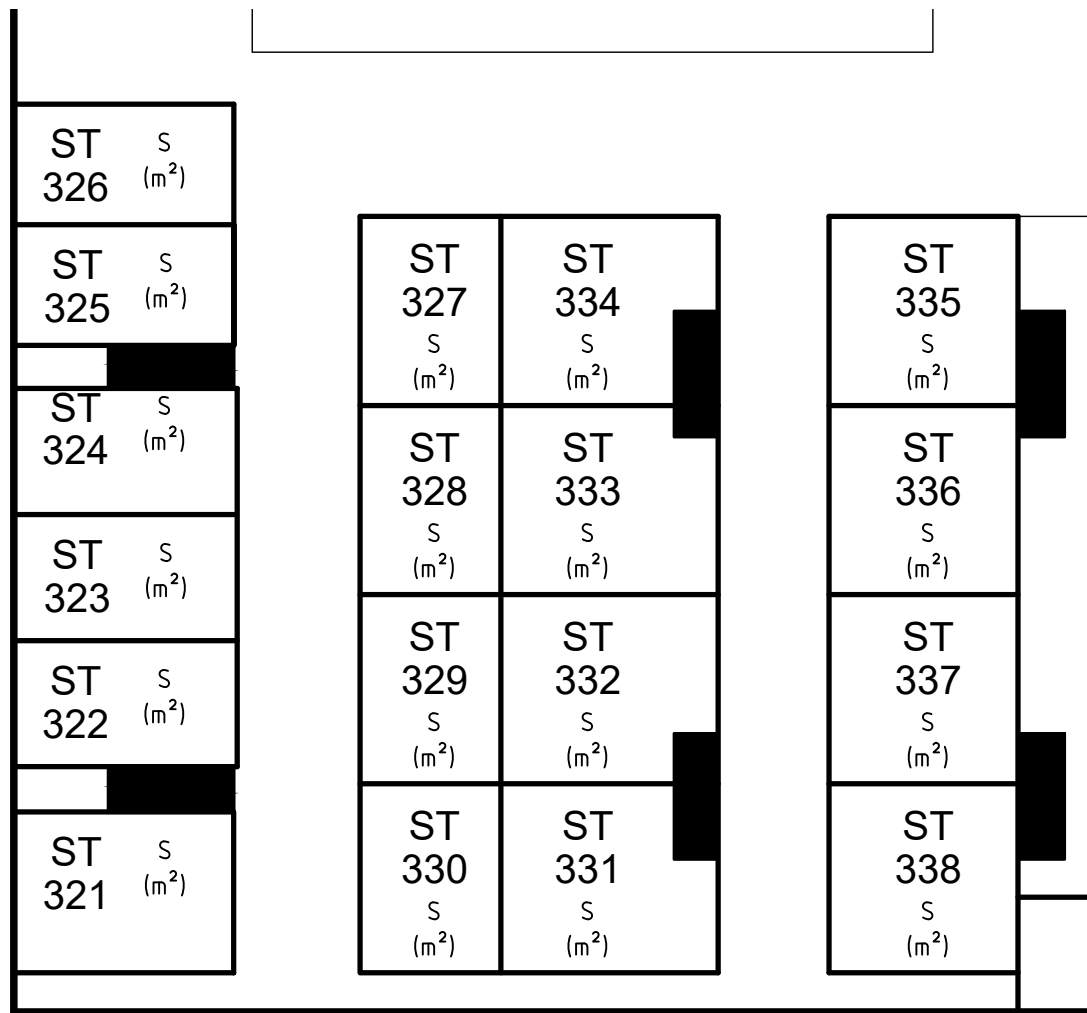


DIAGRAM 1
SCALE 1:60

DIAGRAM 2
SCALE 1:60

- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - MS MOTORCYCLE SPACE (CP)
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED

PRELIMINARY PLAN
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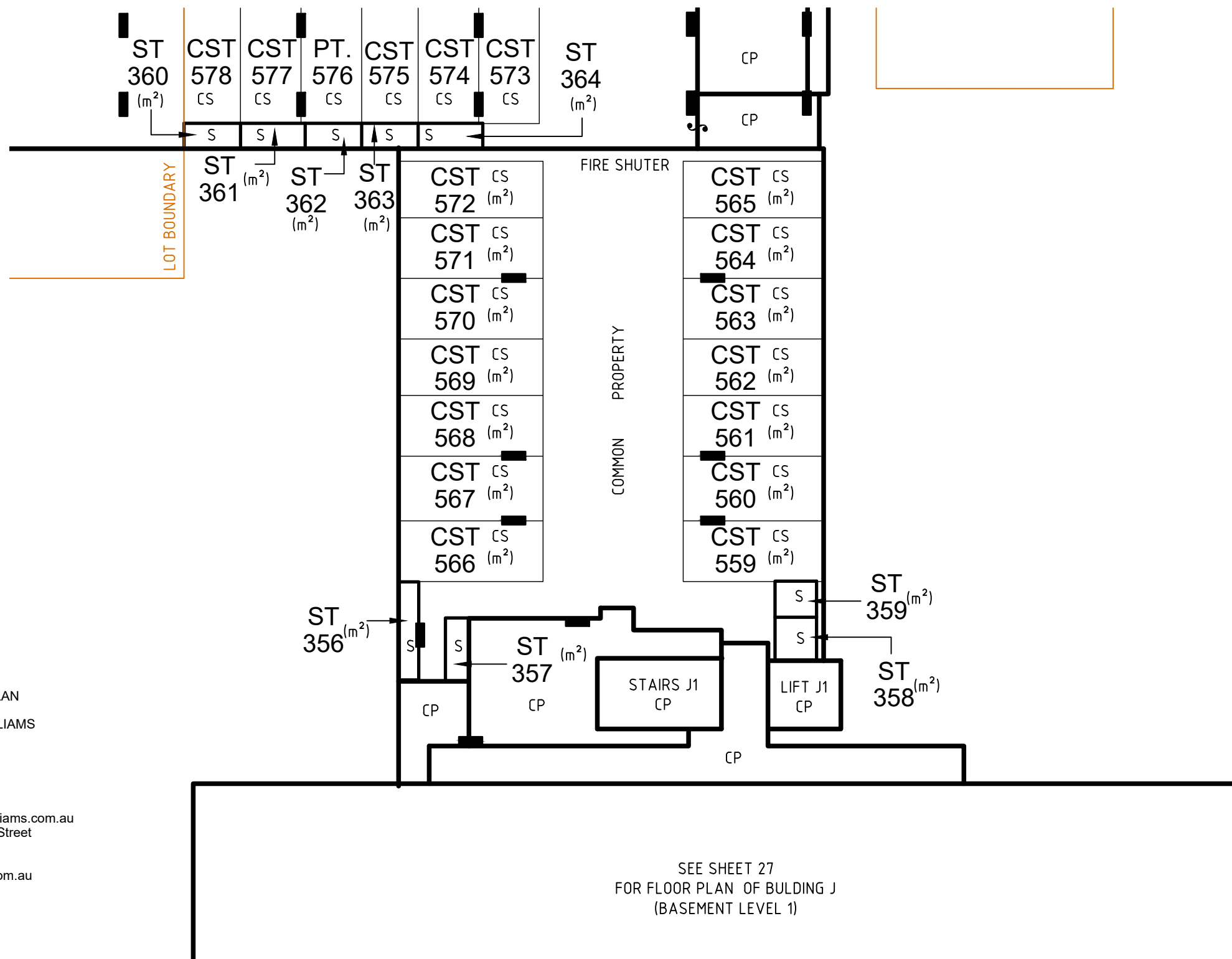
<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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 CADREF CAD - A-0-1002 - BASEMENT 01[BP]

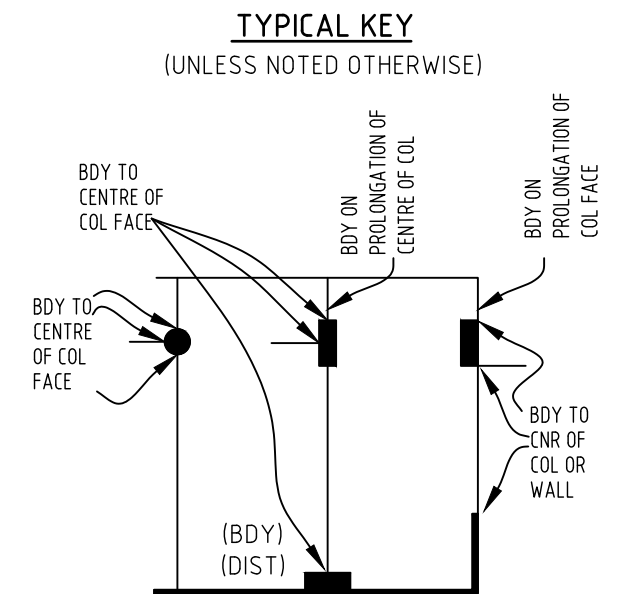
BUILDINGS F, G & J

BASEMENT 1

SHEET 9 ADJOINS



- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED



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SEE SHEET 27
 FOR FLOOR PLAN OF BUILDING J
 (BASEMENT LEVEL 1)

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 2100305 DSP LOT 1

**PLAN OF SUBDIVISION OF PROPOSED
 LOT 1 UNREGISTERED DP**

L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: 1:200
 Lengths are in metres

Registered

DRAFT - LOT 1
 ISSUE 03 - PRINTED 9 SEP 2021
 UPDATED OVERLAY PLANS - ALL LEVELS - DW

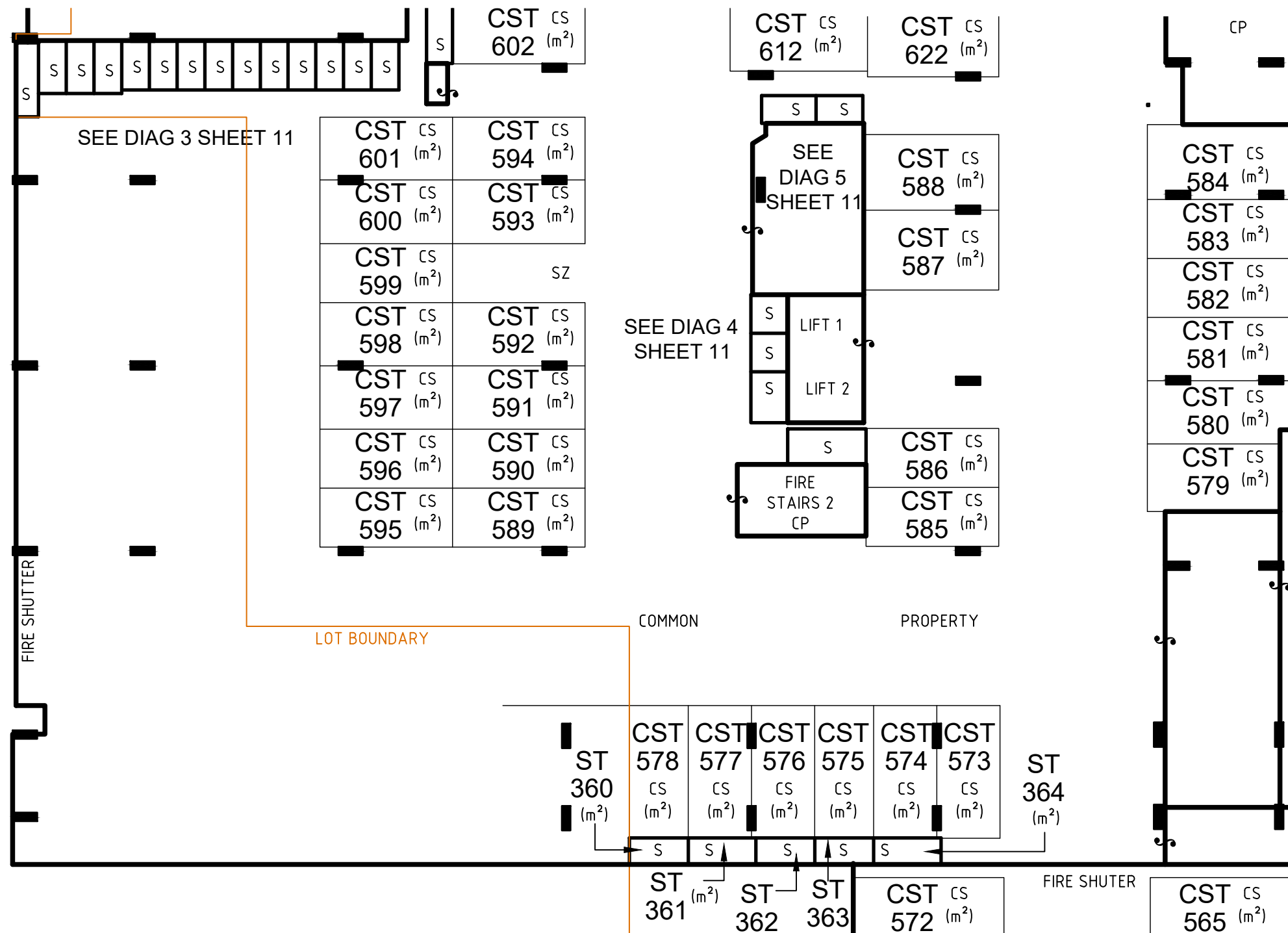
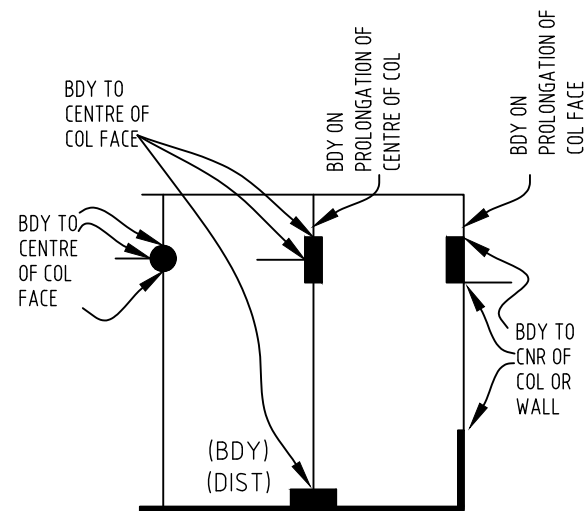
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 CADREF CAD - A-0-1002 - BASEMENT 01[BP]

BUILDINGS F, G & J

BASEMENT 1

- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED
 - SZ SHARED ZONE

TYPICAL KEY
 (UNLESS NOTED OTHERWISE)



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SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 2100305 DSP LOT 1

PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP

L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: 1:200
 Lengths are in metres

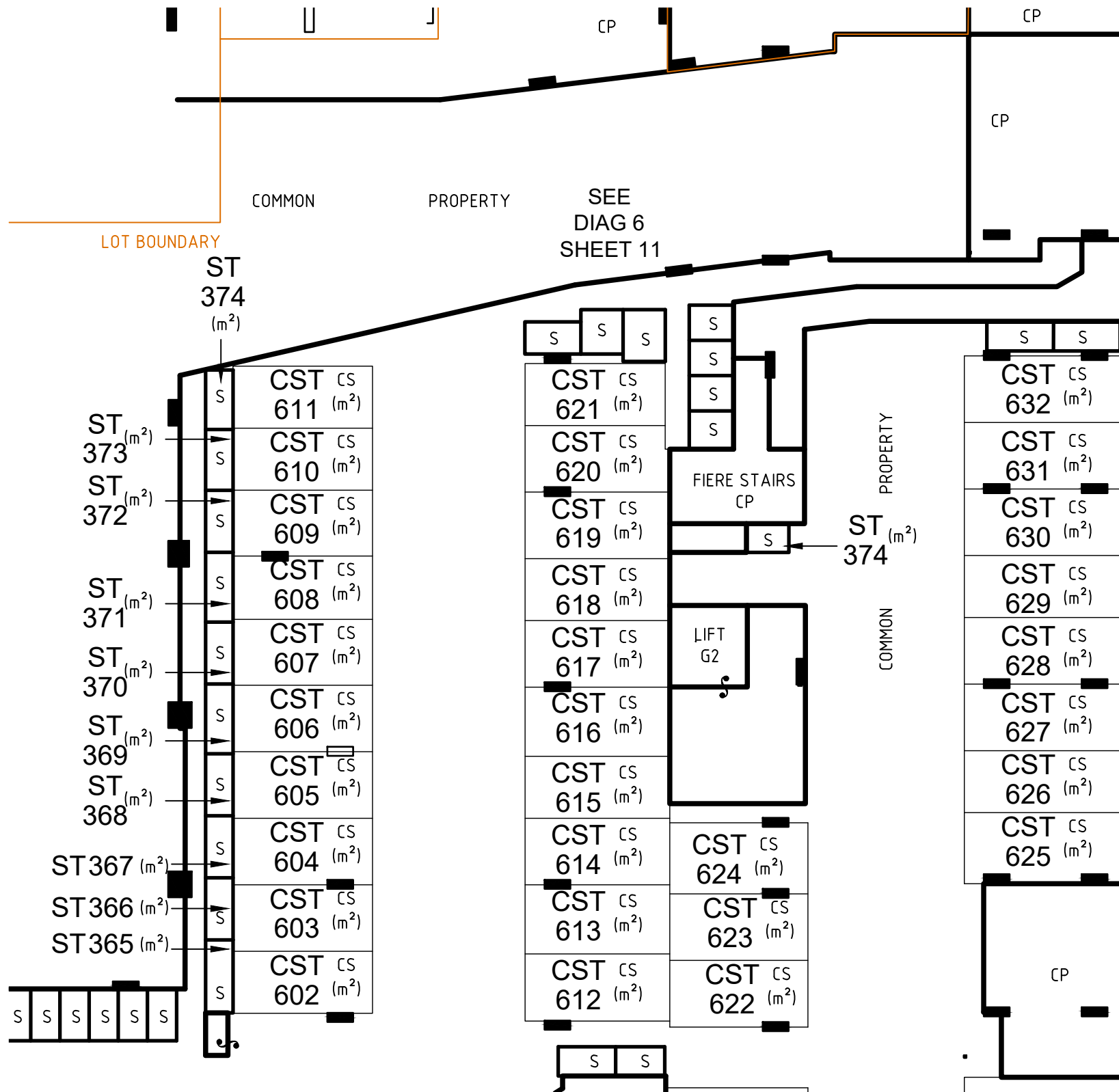
Registered

DRAFT - LOT 1
 ISSUE 03 - PRINTED 9 SEP 2021
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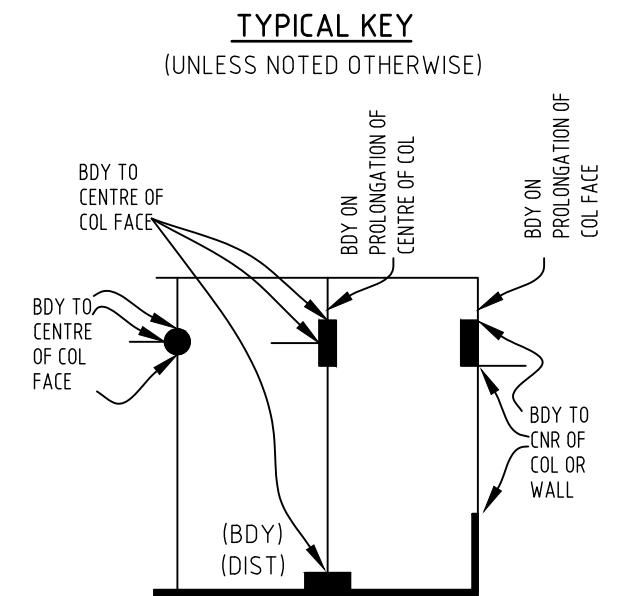
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 RECEIVED 31 AUG 2021
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BUILDINGS F,G & J

BASEMENT 1



- LEGEND**
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 - SZ SHARED ZONE



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<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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BUILDINGS F, G & J BASEMENT 1 - DIAGRAMS

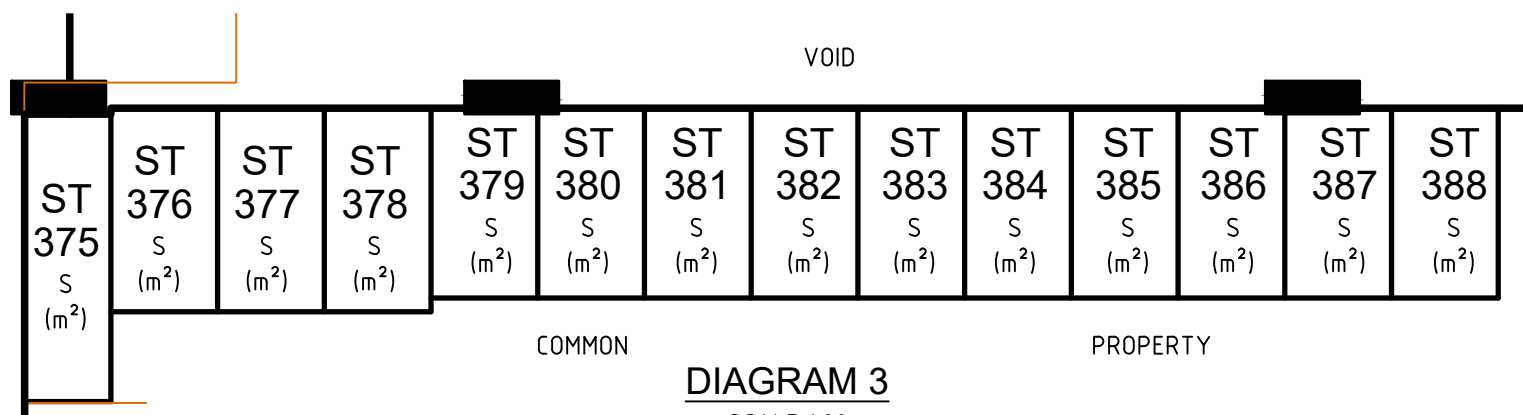
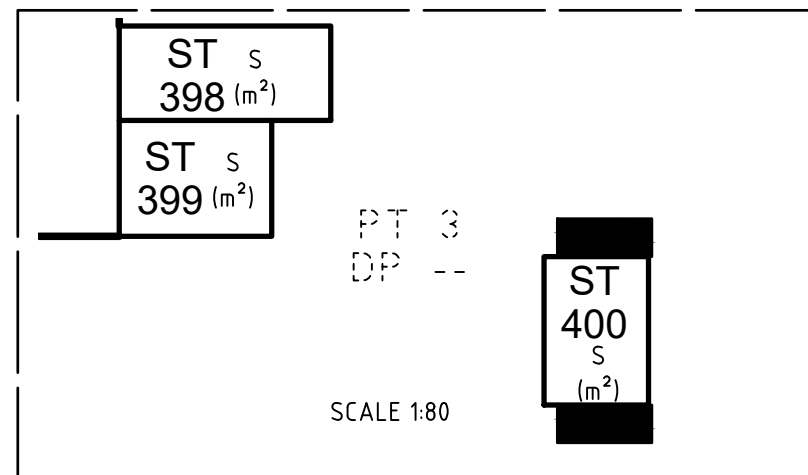


DIAGRAM 3
 SCALE 1:80



SCALE 1:80

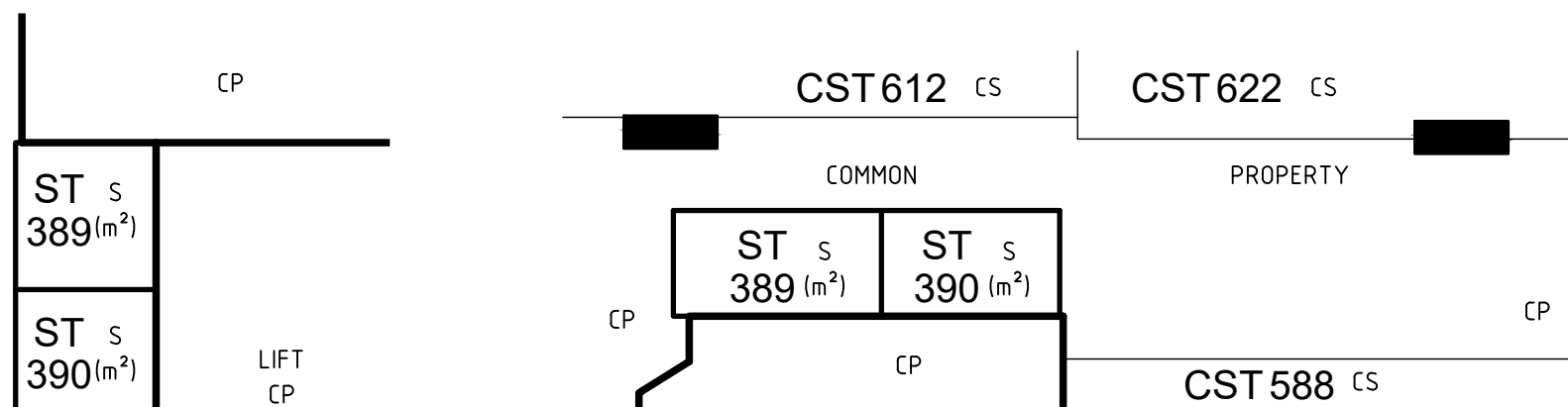
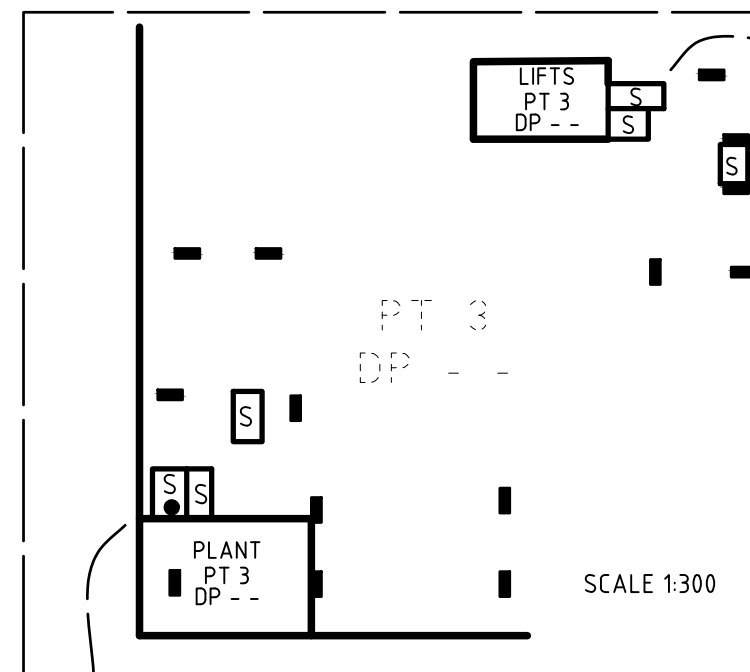


DIAGRAM 5
 SCALE 1:80



SCALE 1:300

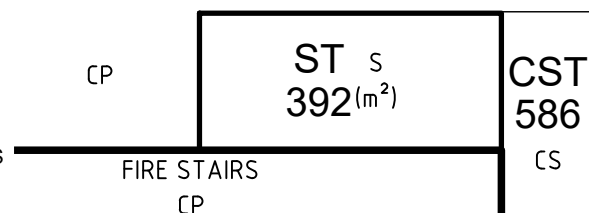


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 SCALE 1:80

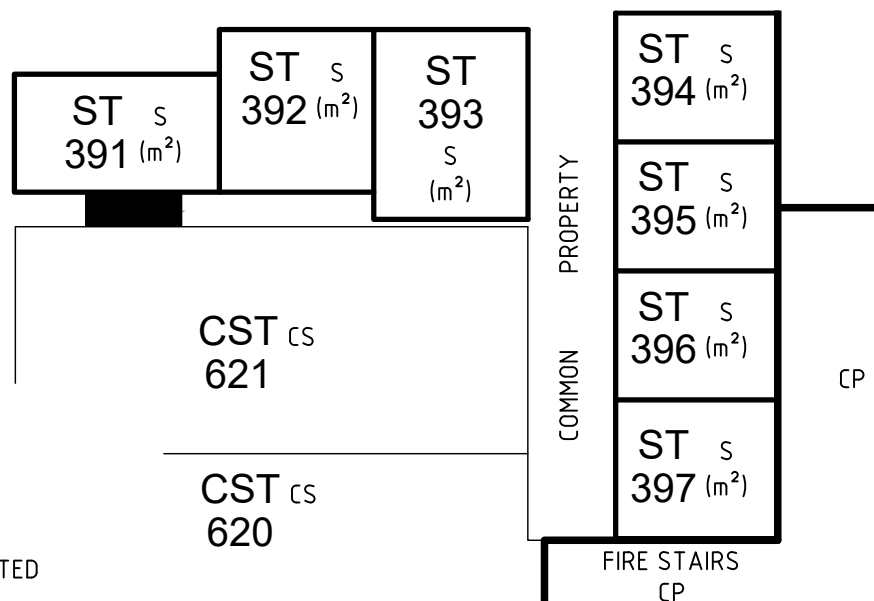
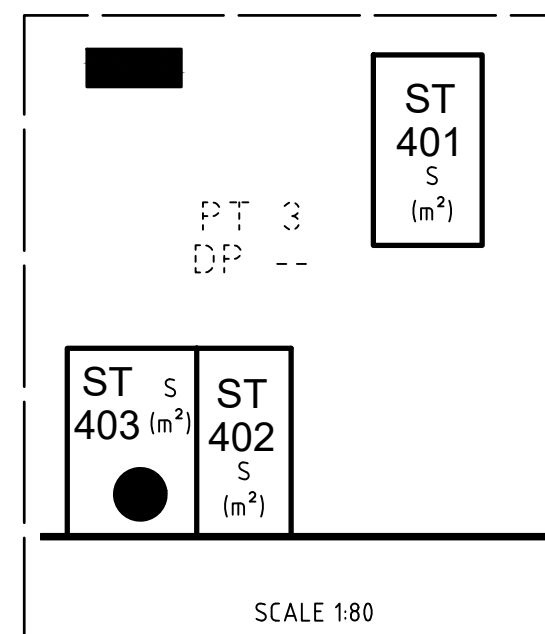


DIAGRAM 6
 SCALE 1:80



SCALE 1:80

- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - S STORAGE SPACE
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SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 2100305 DSP LOT 1

**PLAN OF SUBDIVISION OF PROPOSED
 LOT 1 UNREGISTERED DP**

L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: 1:200
 Lengths are in metres

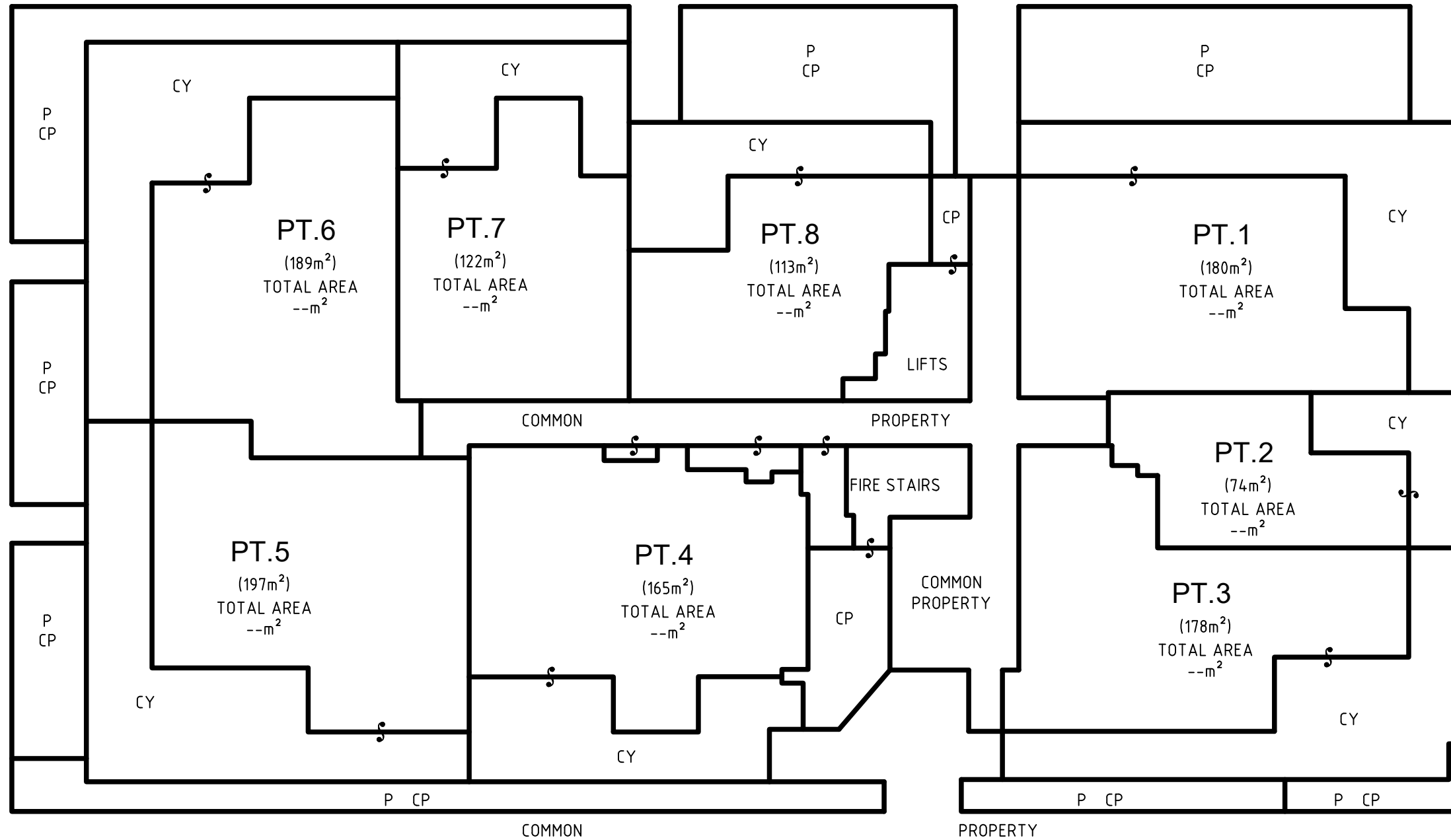
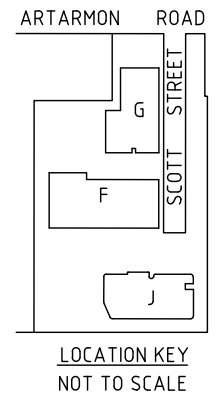
Registered

DRAFT - LOT 1
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BUILDING F LEVEL 1

BUILDING G
SHEET 20 ADJOINS



SCOTT STREET

VIS
VIS
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VIS

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LEGEND
 CP COMMON PROPERTY
 CY COURTYARD
 P PLANTER
 VIS VISITOR CAR SPACE

BUILDING J
SHEET 28 ADJOINS

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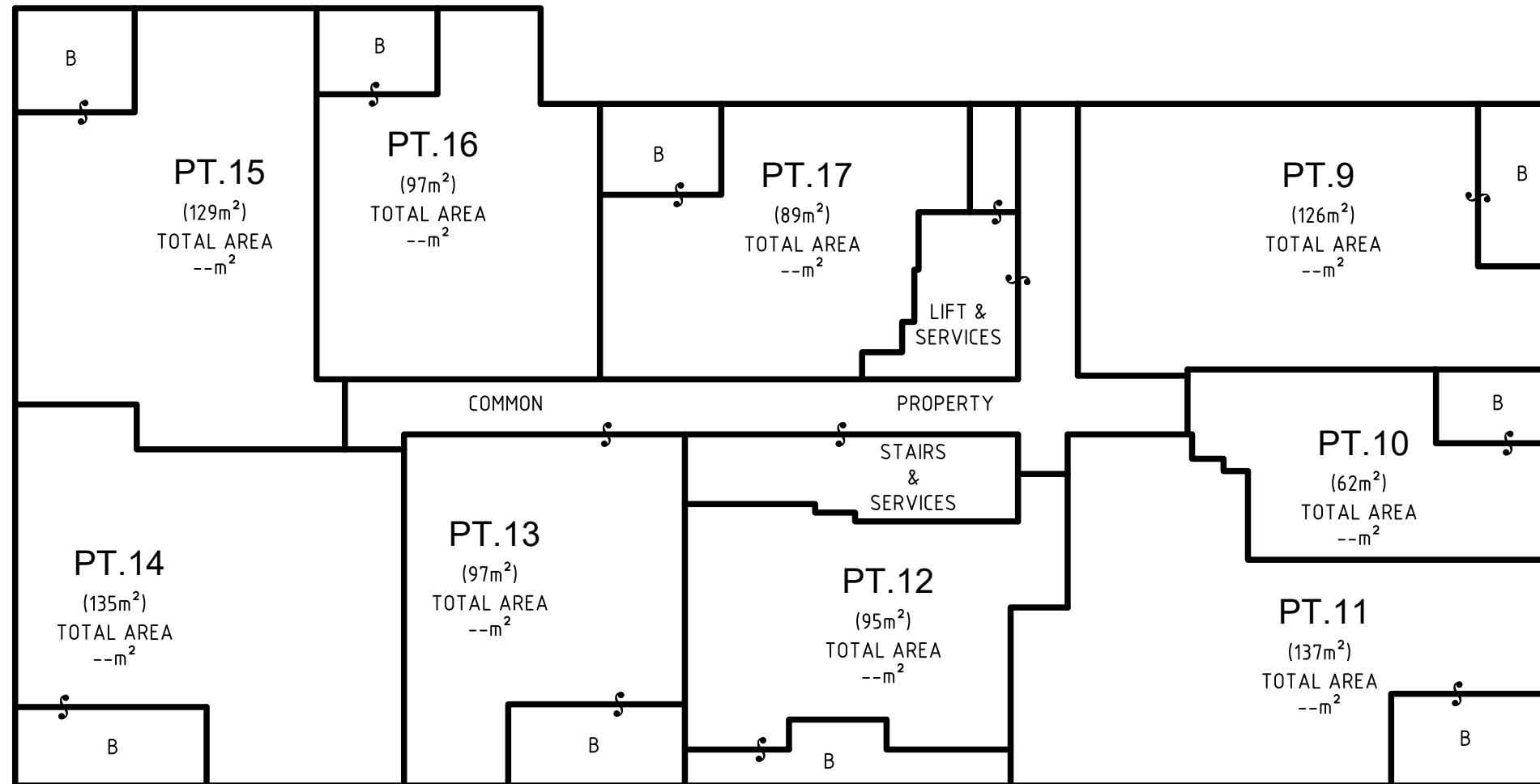
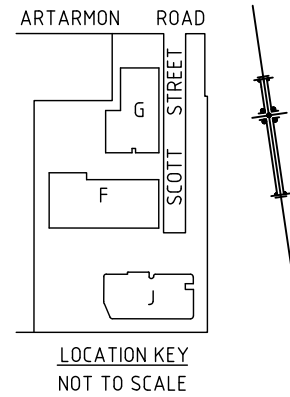


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<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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 CADREF CAD - A-0-1004 - LEVEL 02[CG]

BUILDING F LEVEL 2



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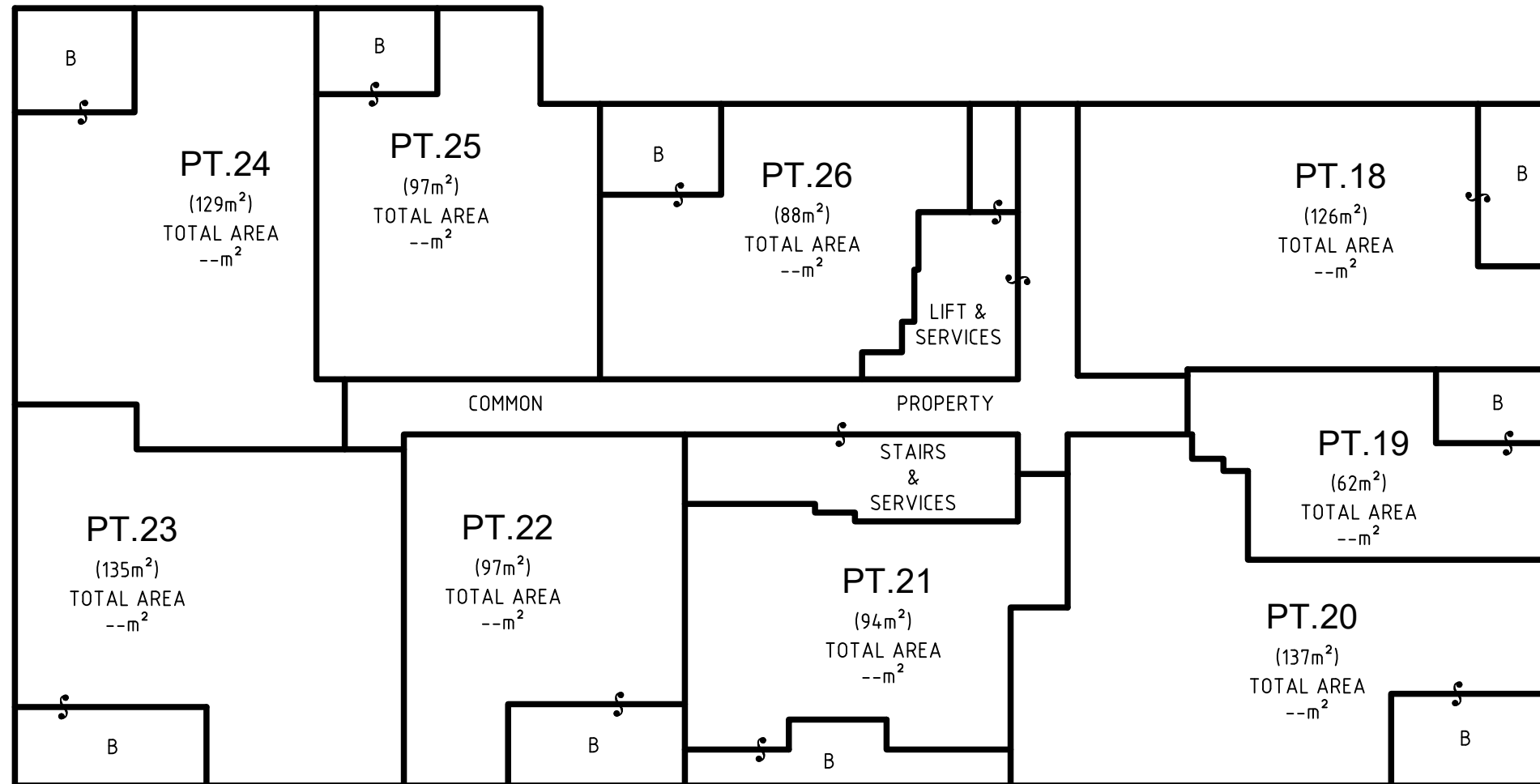
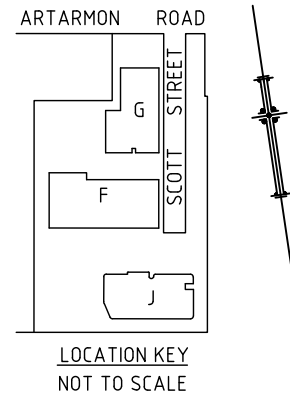
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B BALCONY

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p style="text-align: center;">DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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BUILDING F LEVEL 3



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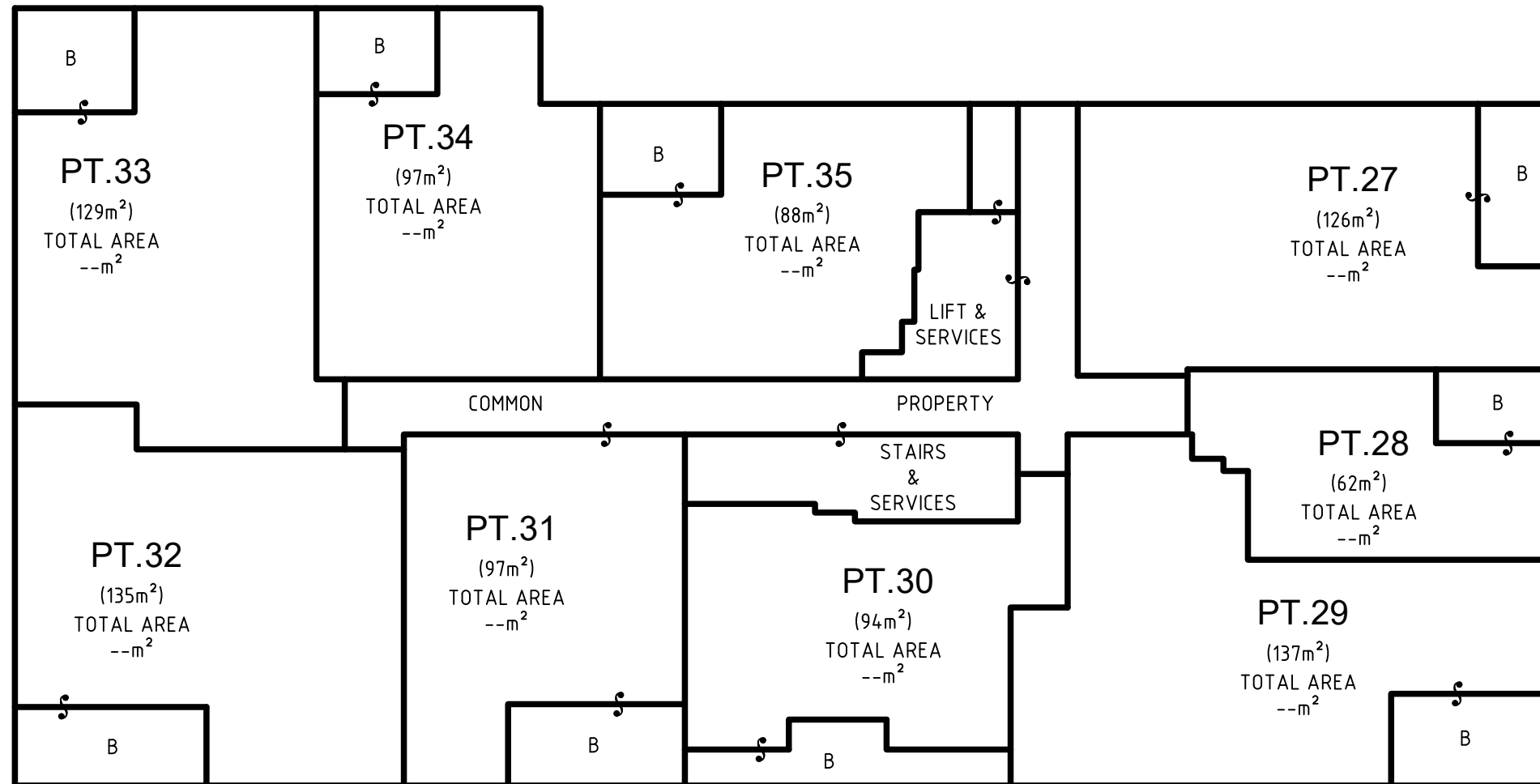
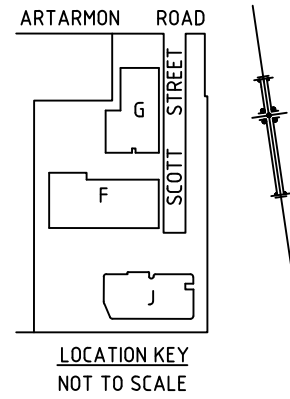
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<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p style="text-align: center;">DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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BUILDING F LEVEL 4



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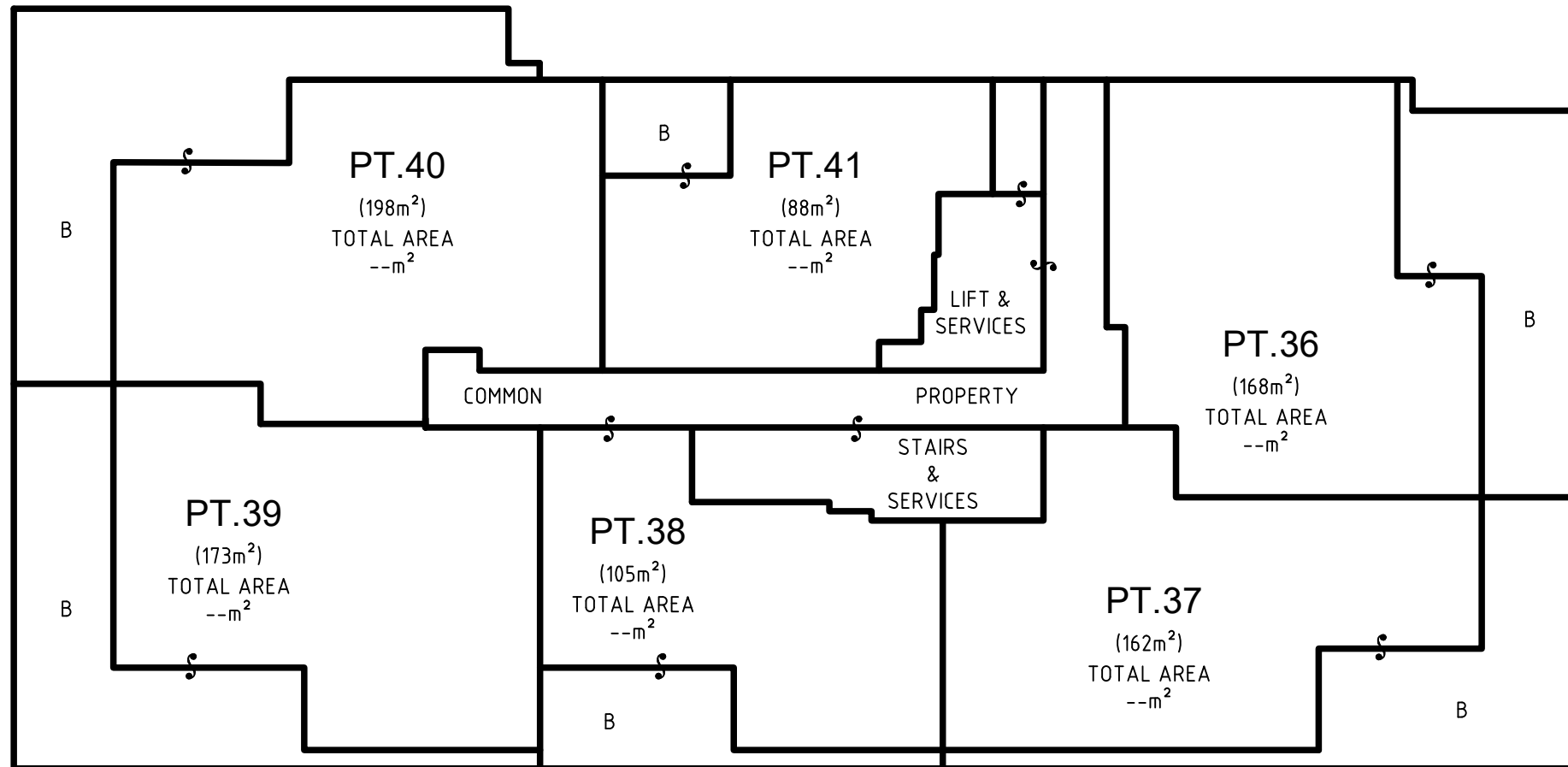
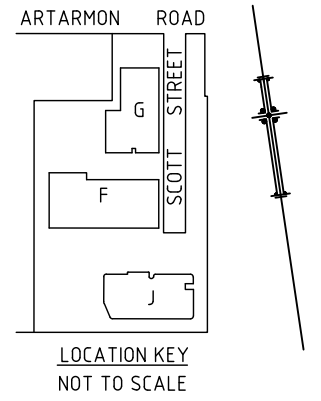
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<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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 CADREF CAD-A-GA-L05(B0)

BUILDING F LEVEL 5



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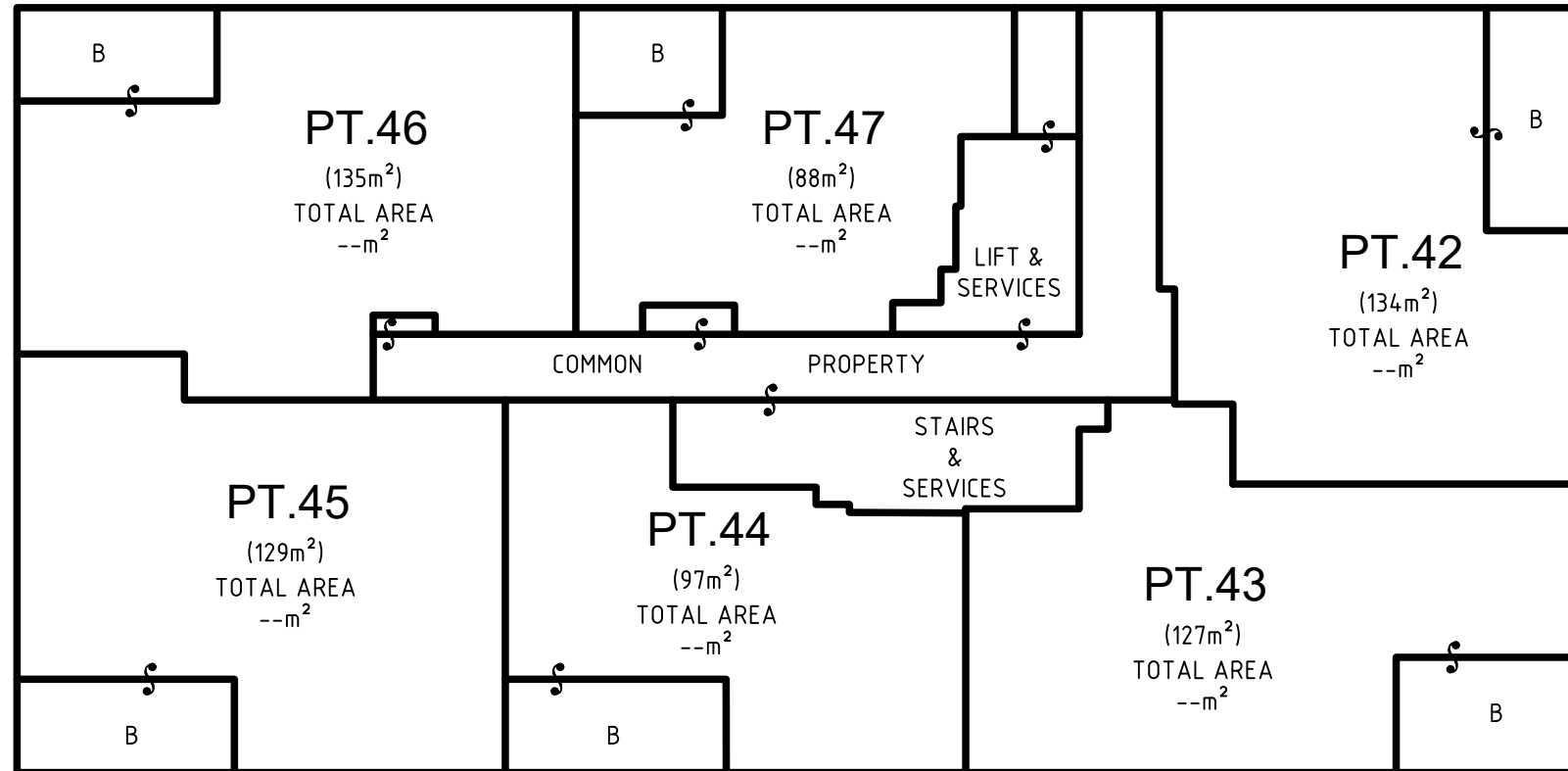
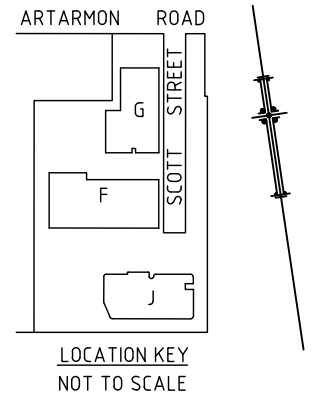
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B BALCONY

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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BUILDING F LEVEL 6



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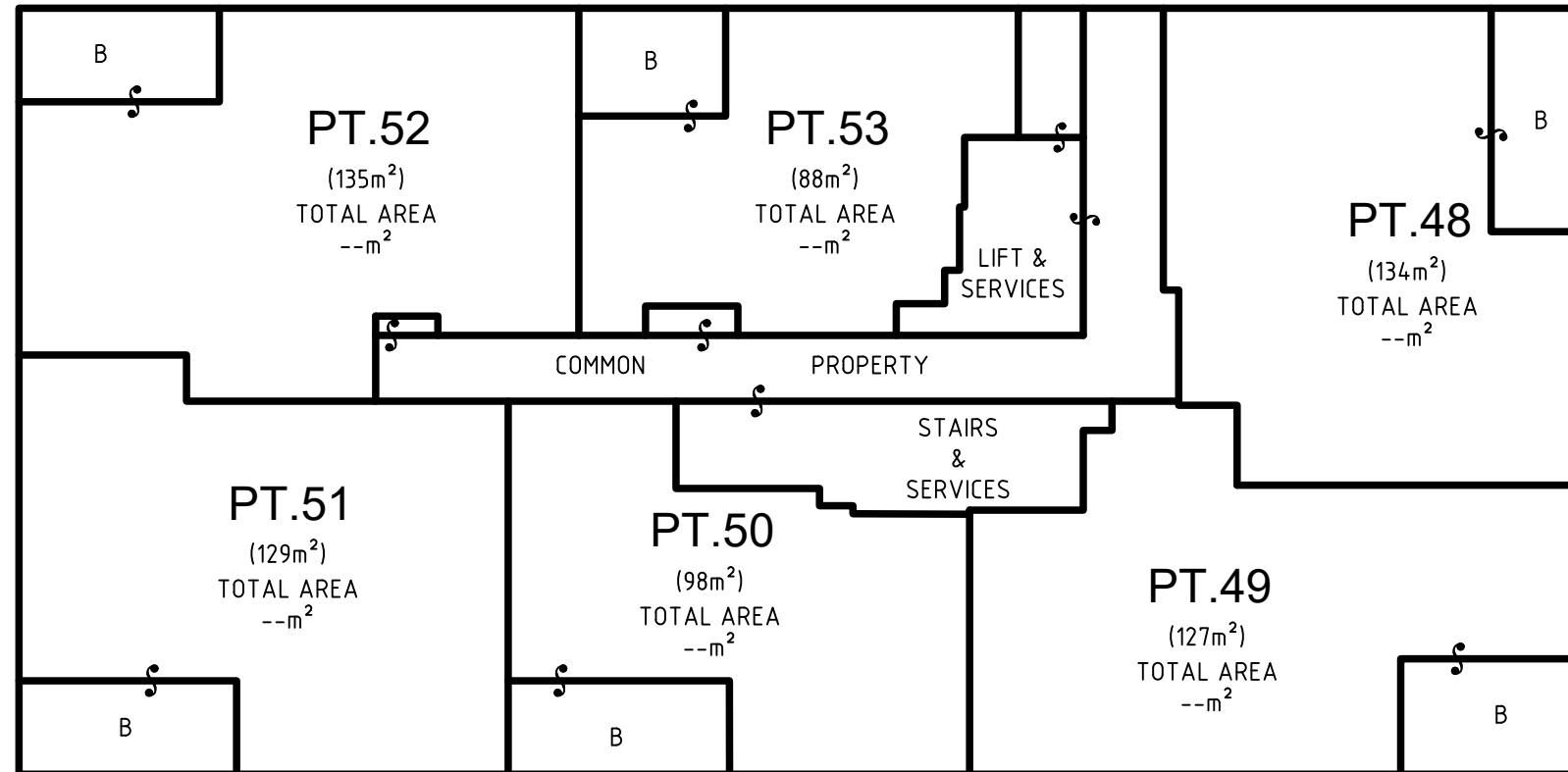
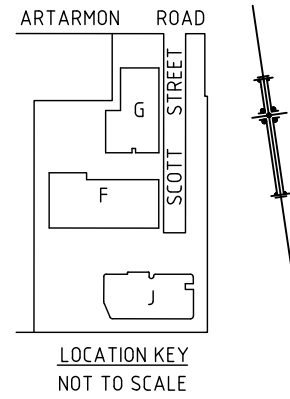
B BALCONY

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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BUILDING F

LEVEL 7



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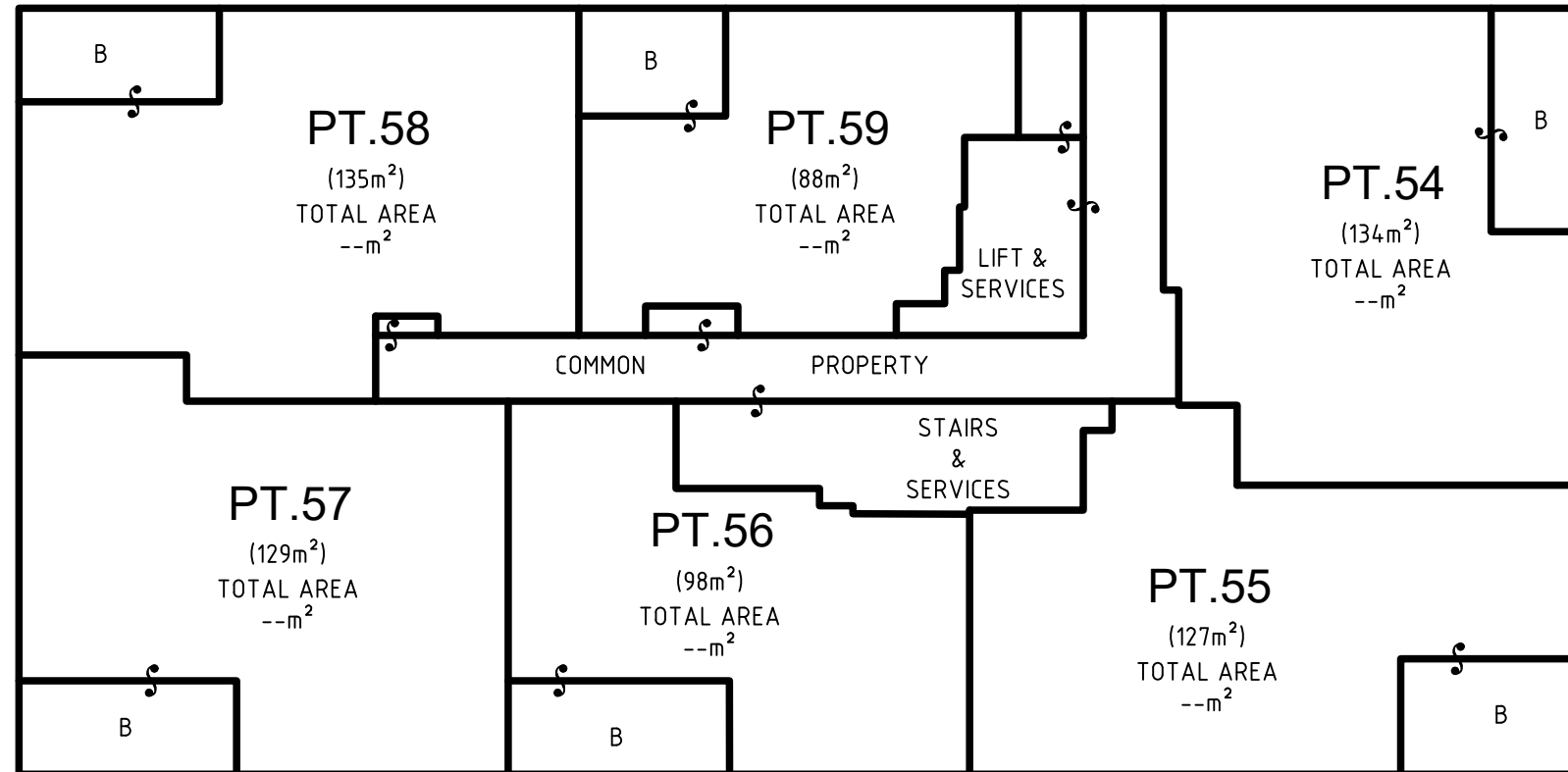
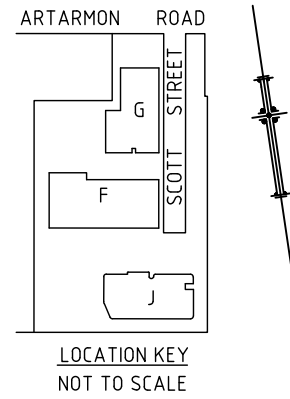
B DENOTES BALCONY

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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BUILDING F

LEVEL 8



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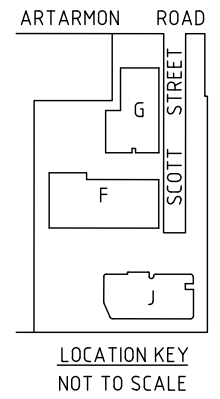
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B DENOTES BALCONY

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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BUILDING G
LEVEL 1

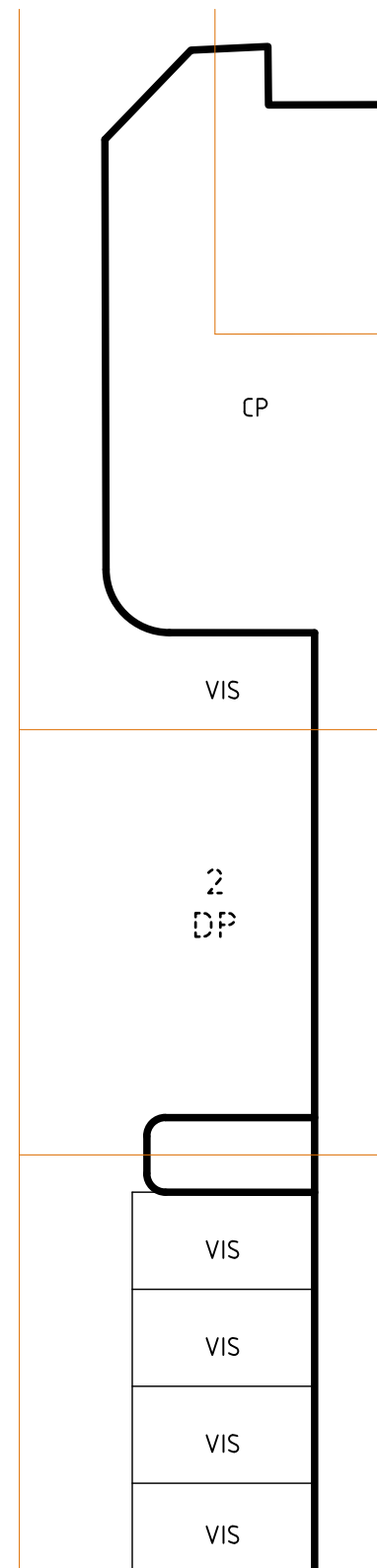
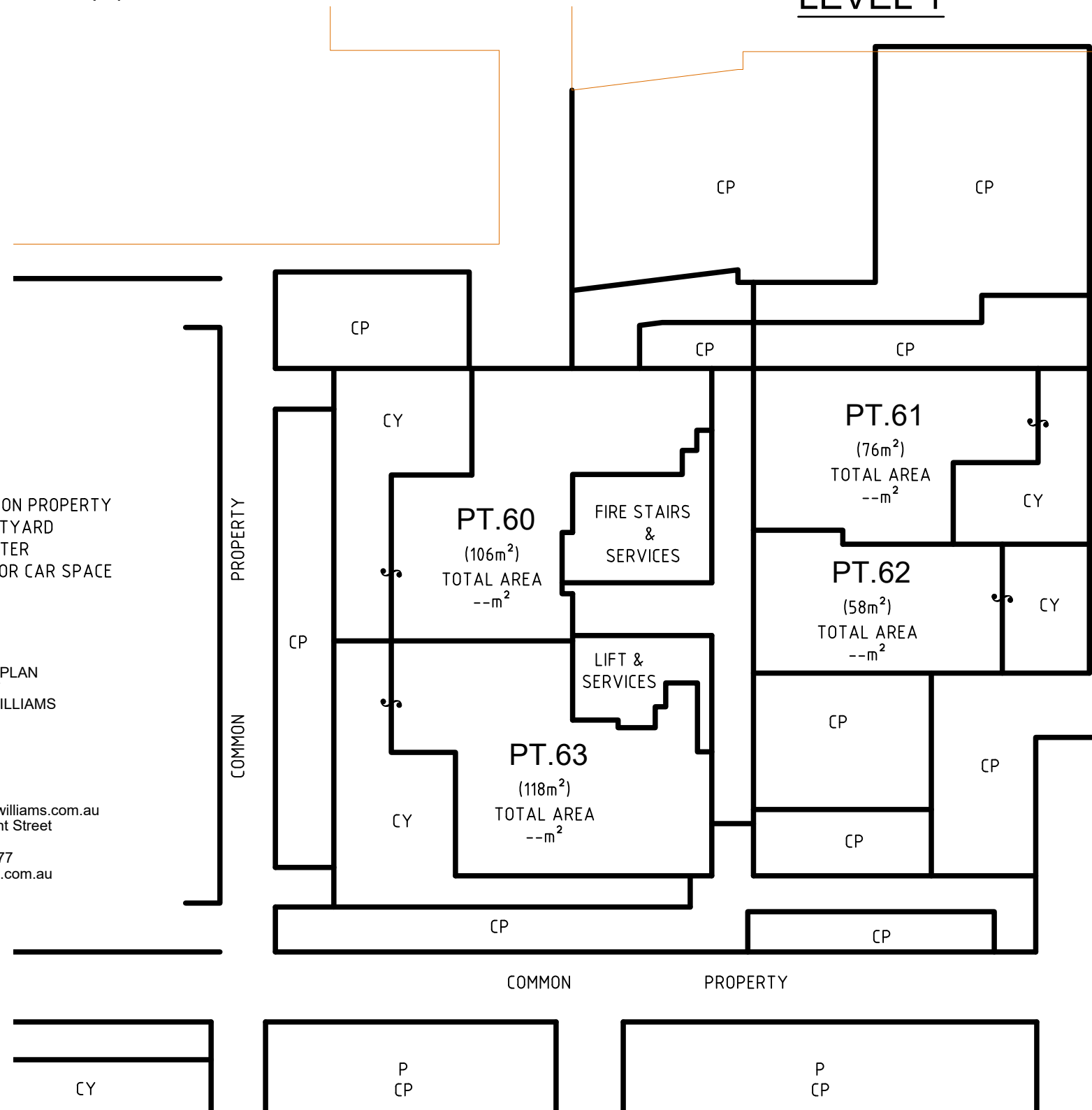


- LEGEND**
 CP COMMON PROPERTY
 CY COURTYARD
 P PLANTER
 VIS VISITOR CAR SPACE

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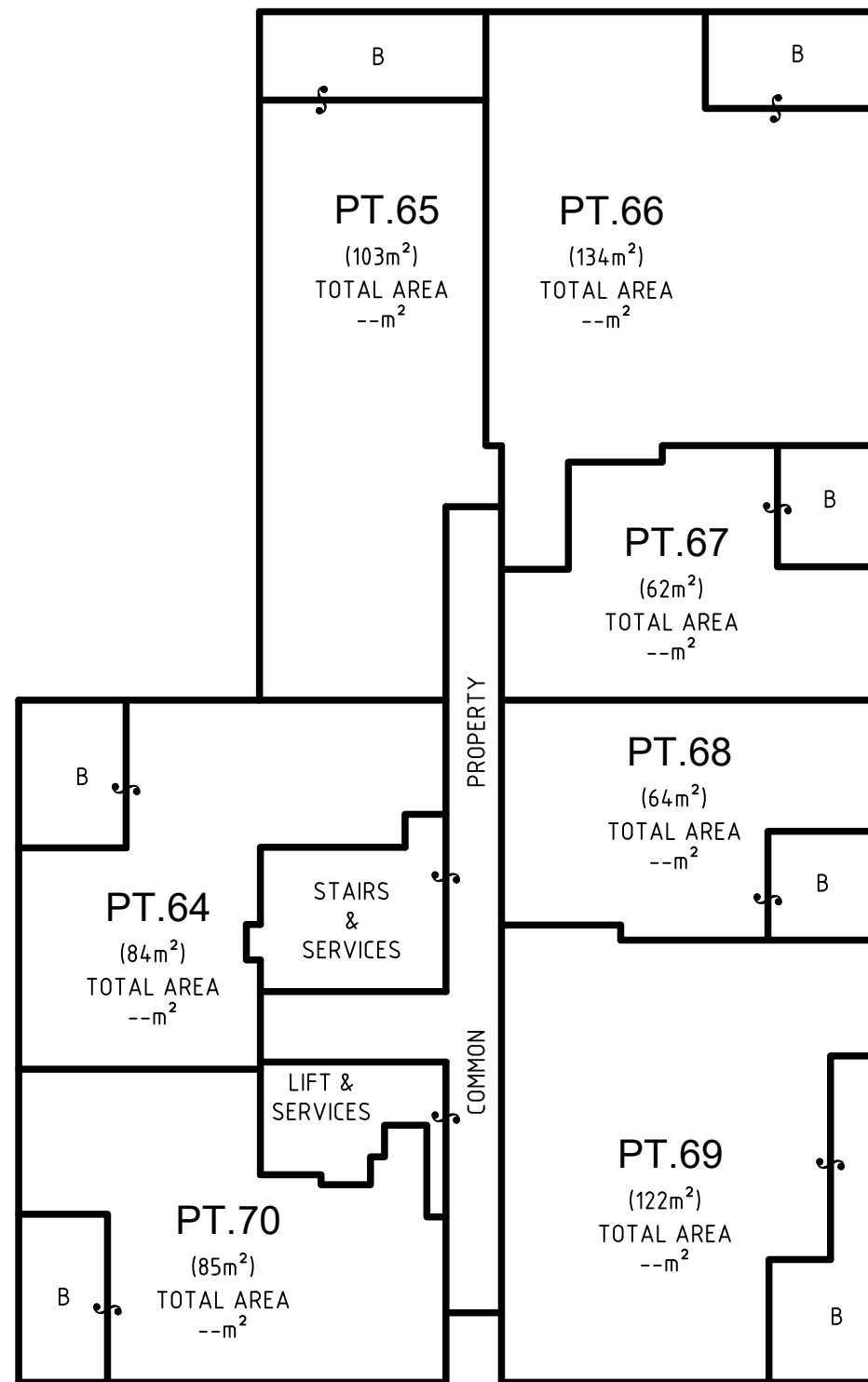
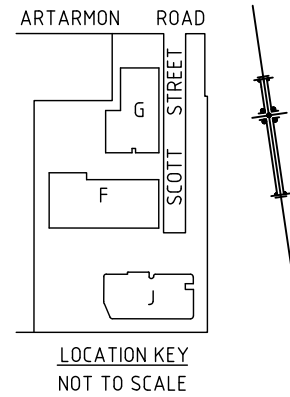
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BUILDING F
SHEET 12 ADJOINS

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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 CADREF CAD - A-0-1004 - LEVEL 02[CG]

BUILDING G LEVEL 2



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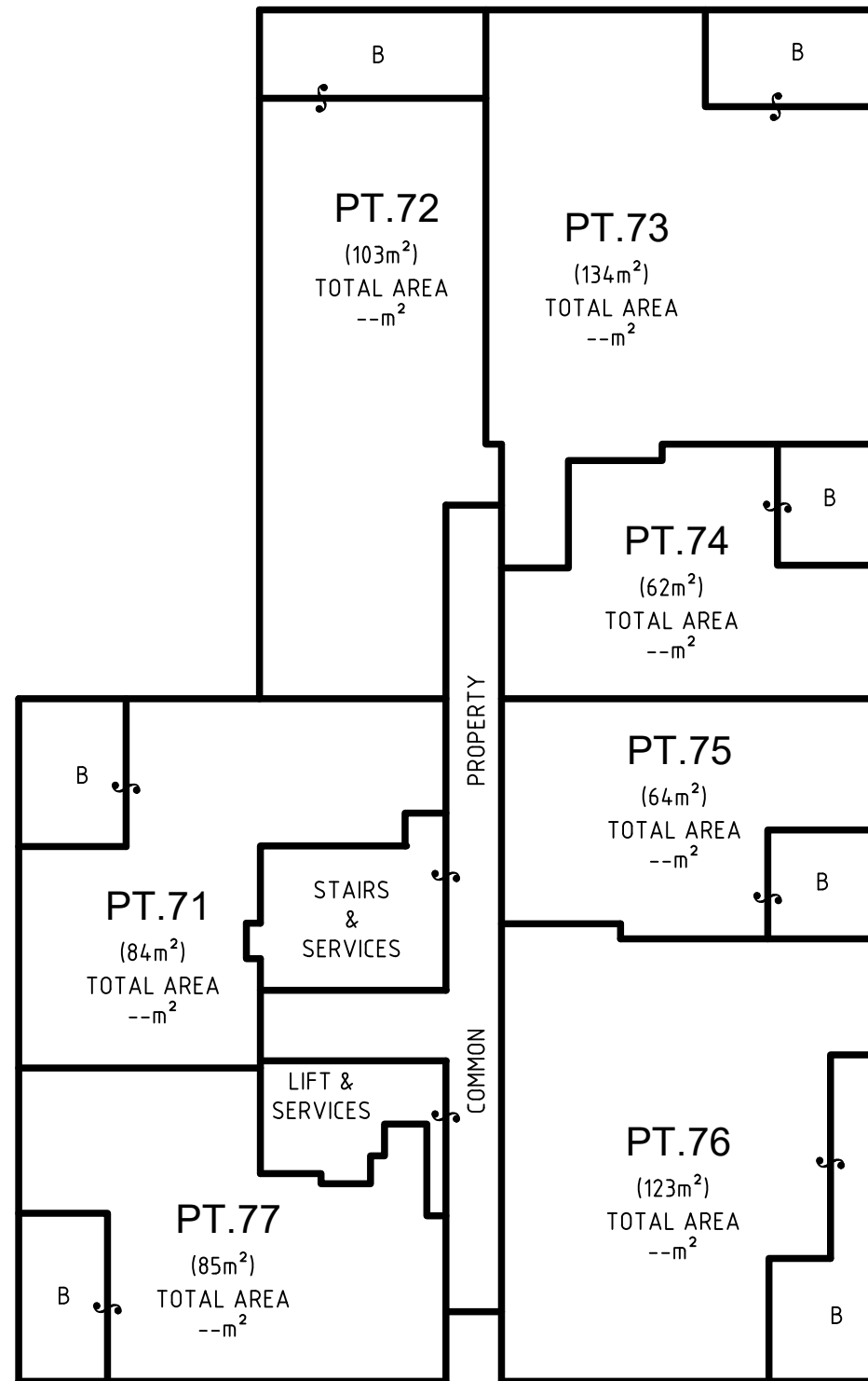
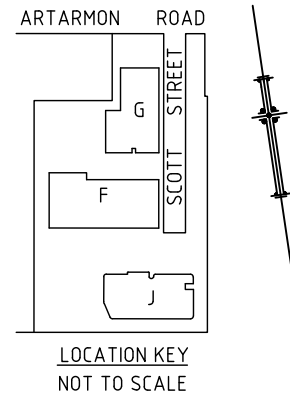
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 RECEIVED 02 SEP 2021
 CADREF CAD-A-GA-L03(BR)

BUILDING G LEVEL 3



B BALCONY

PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS



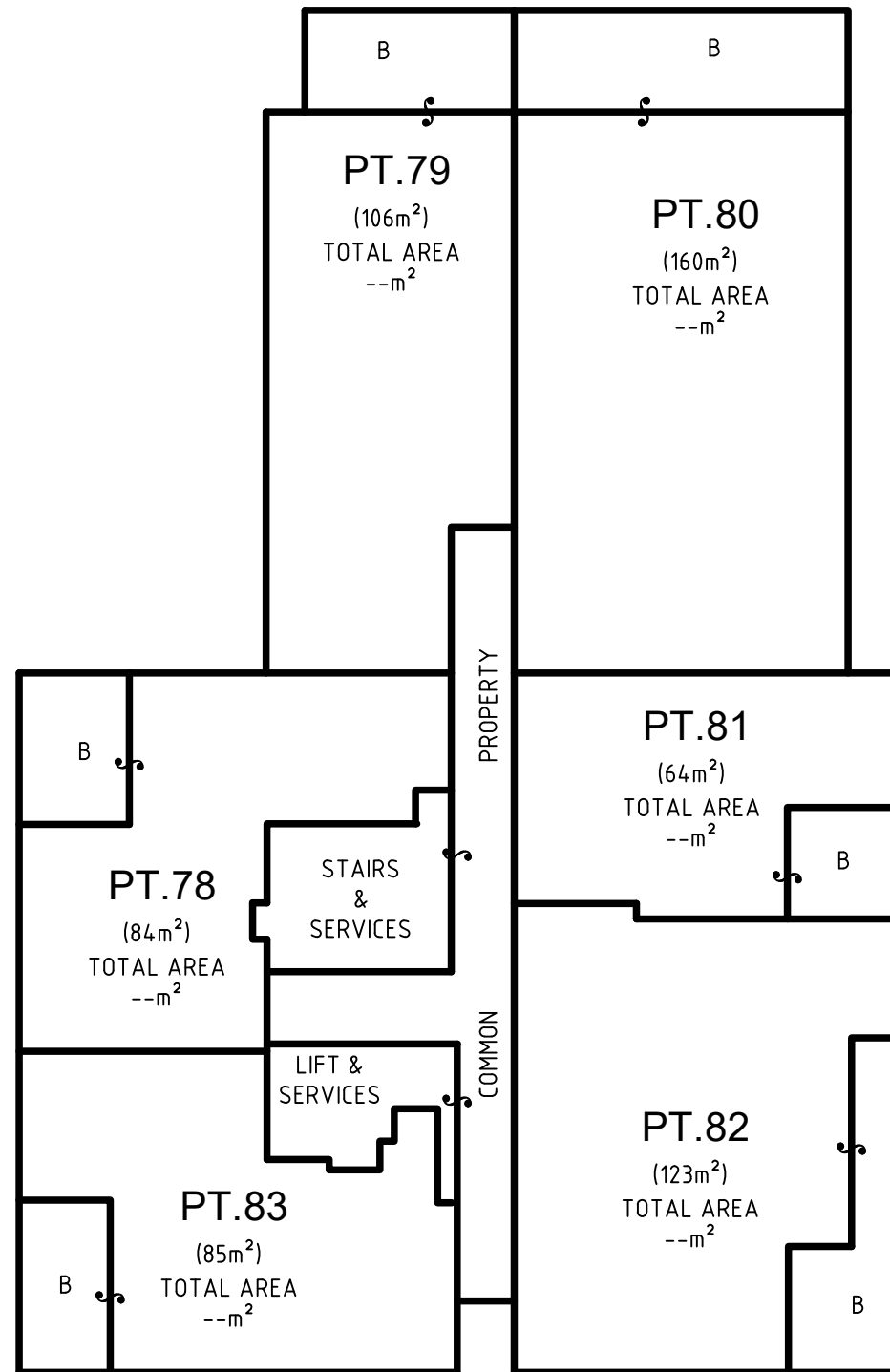
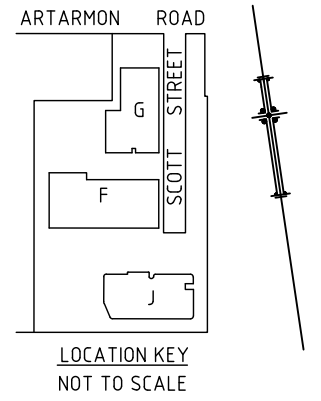
www.beveridgewilliams.com.au
 Level 5, 447 Kent Street
 Sydney 2000
 Tel. 02 9283 6677
 sydney@bevwill.com.au

ALL AREAS ARE APPROXIMATE
 FOR CLARITY PURPOSES NOT ALL COMMON PROPERTY AREAS HAVE BEEN SHOWN
 ANY SERVICE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
 ALL COMMON SERVICE LINES ARE COMMON PROPERTY

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 02 SEP 2021
 CADREF CAD-A-GA-L03(BR)

BUILDING G LEVEL 4



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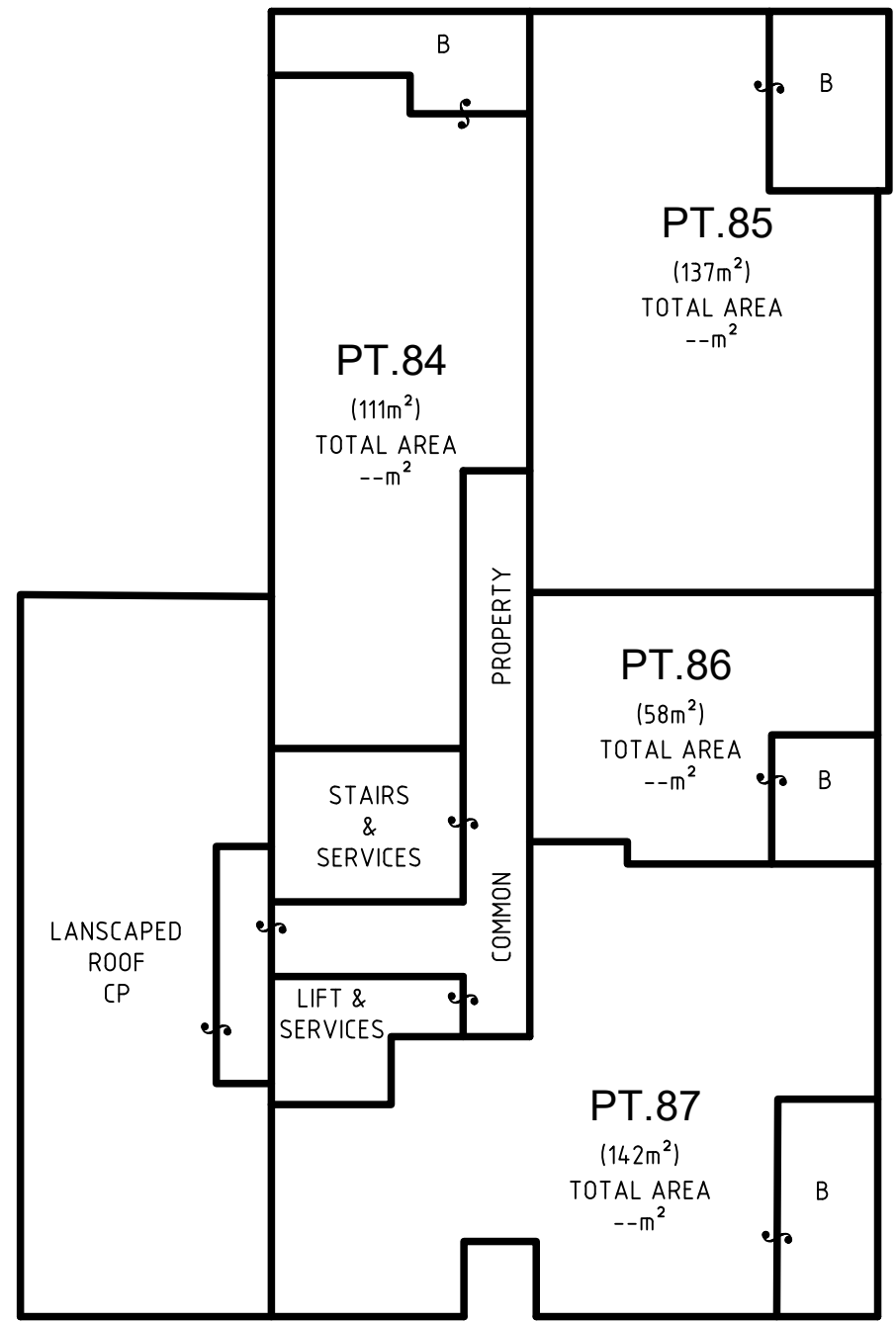
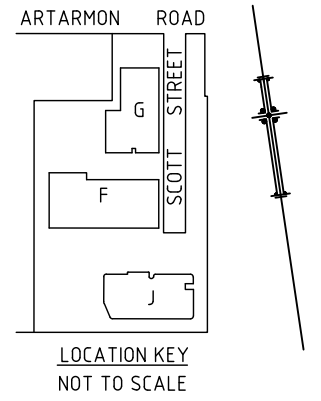
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B BALCONY

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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 02 SEP 2021
 CADREF CAD-A-GA-L05[B0]

BUILDING G LEVEL 5



PRELIMINARY PLAN
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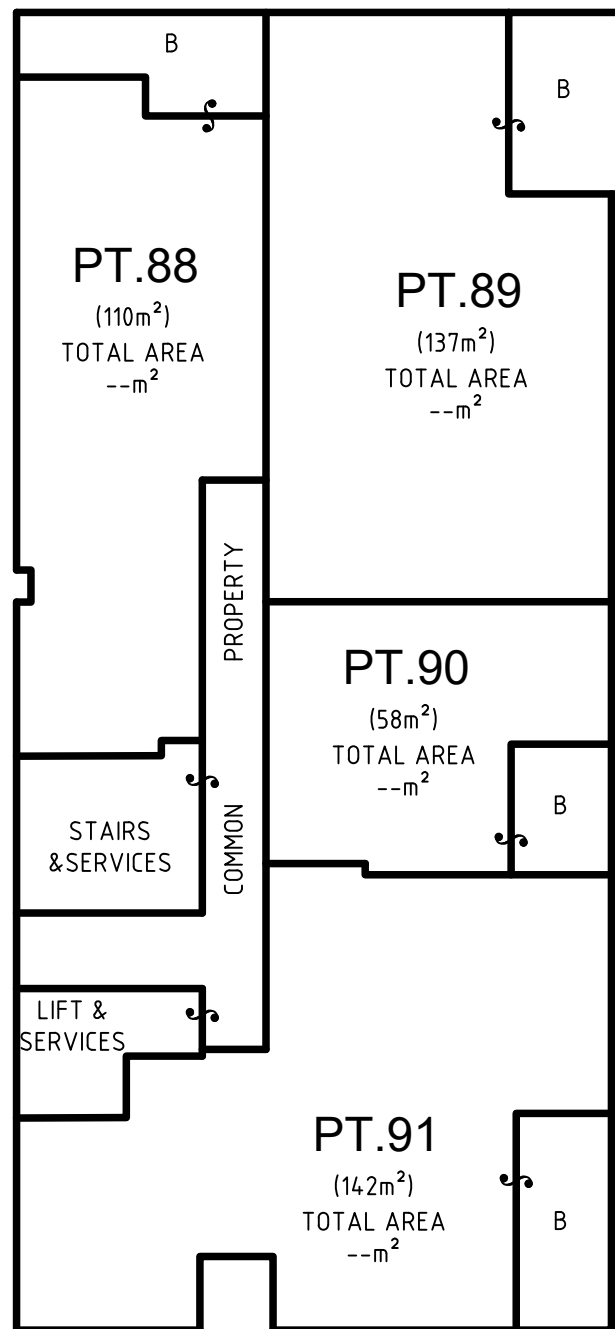
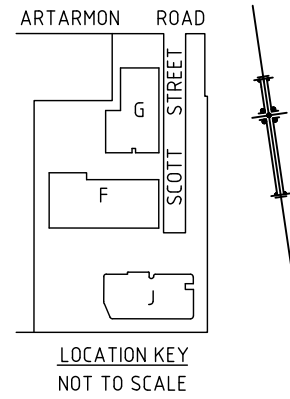
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B BALCONY

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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 02 SEP 2021
 CADREF CAD-A-GA-L05(B0)

BUILDING G LEVEL 6



PRELIMINARY PLAN
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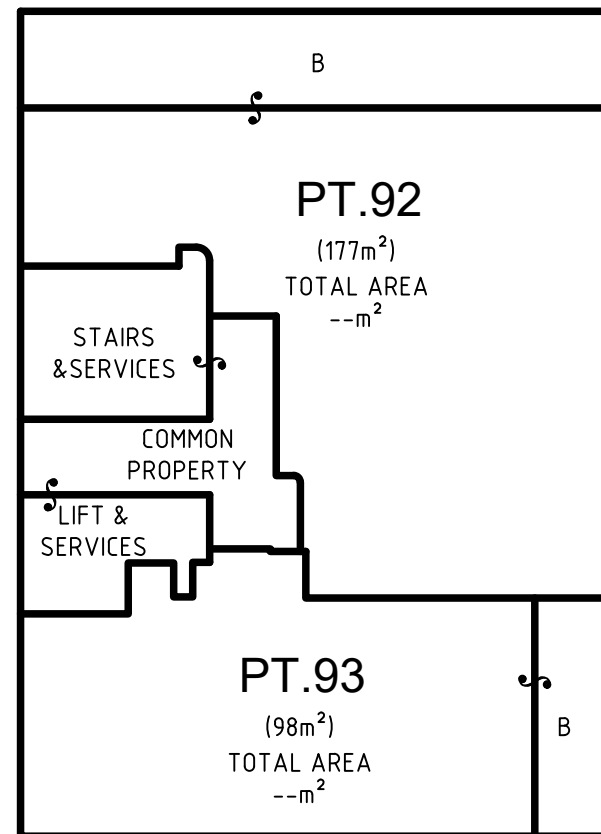
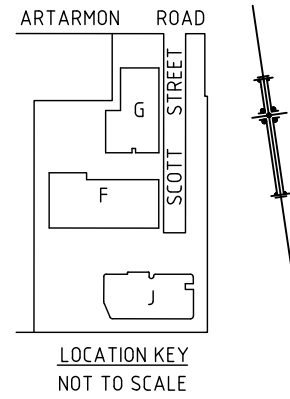
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B BALCONY

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 02 SEP 2021
 CADREF CAD-A-GA-L07[AY]

BUILDING G LEVEL 7



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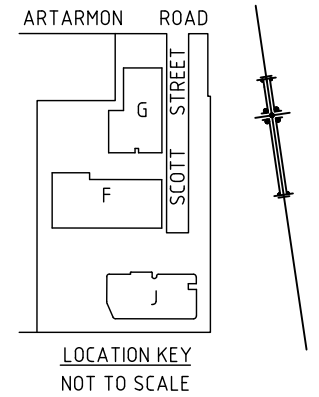
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B BALCONY

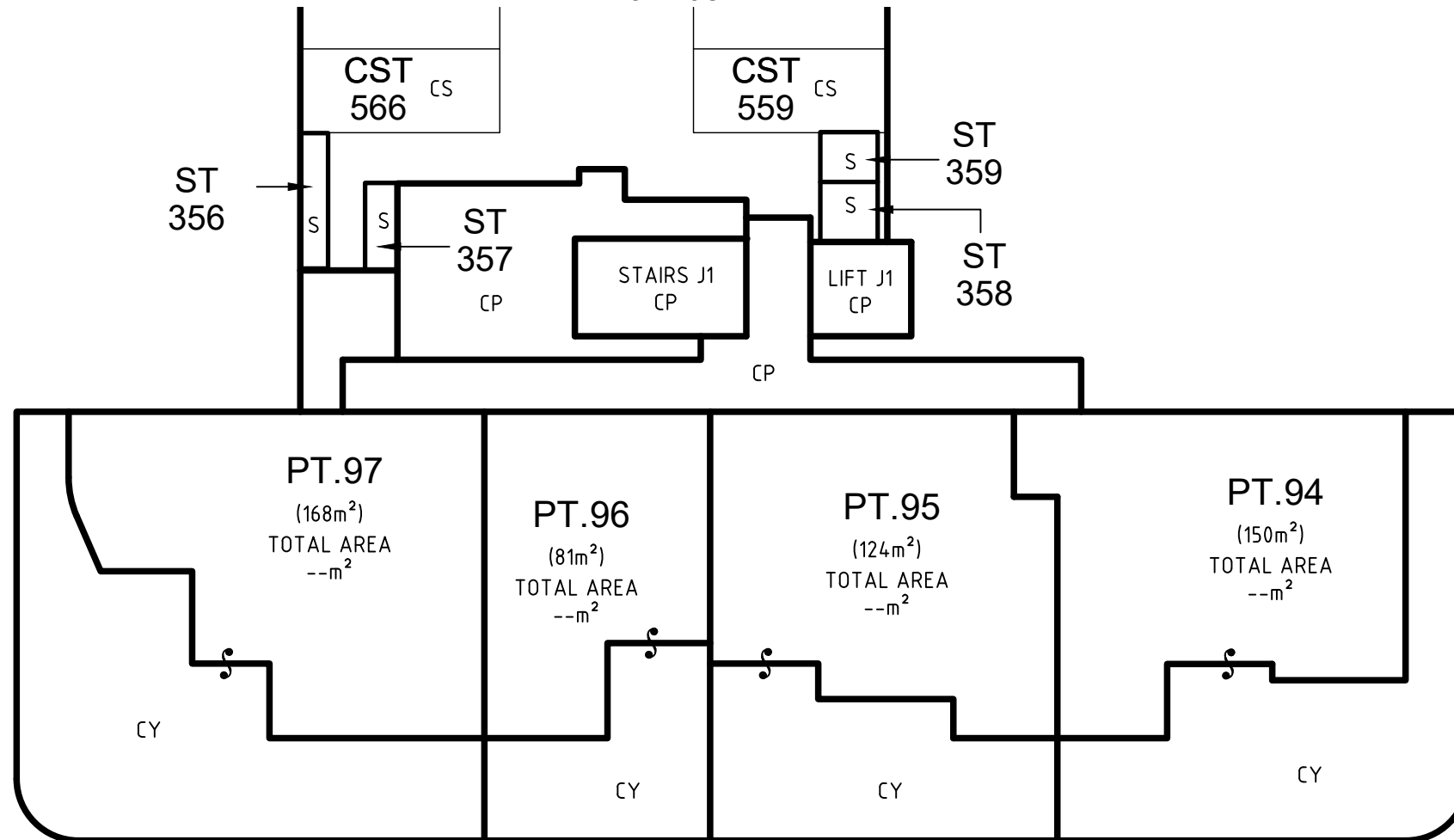
<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 1</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 1 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 1 ISSUE 03 - PRINTED 9 SEP 2021 UPDATED OVERLAY PLANS - ALL LEVELS - DW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
RECEIVED 31 AUG 2021
CADREF CAD - A-0-1004 - LEVEL 02[CG]

BUILDING G BASEMENT LEVEL 1

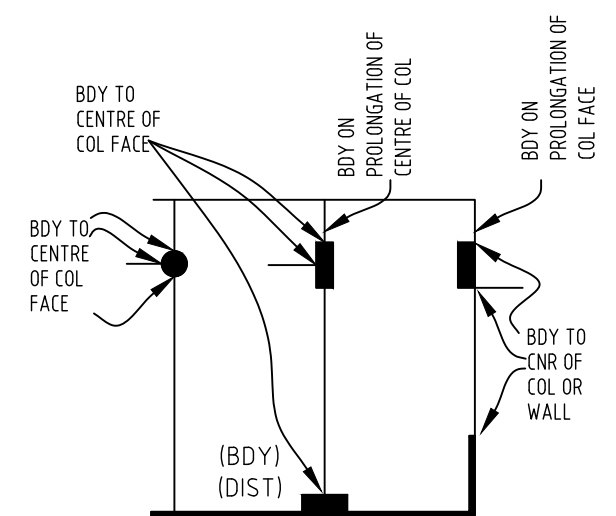


BASEMENT LEVEL 1 CARPARK
SHEET 8 ADJOINS



- LEGEND
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - CY COURTYARD
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED

TYPICAL KEY (UNLESS NOTED OTHERWISE)



PRELIMINARY PLAN
PREPARED BY
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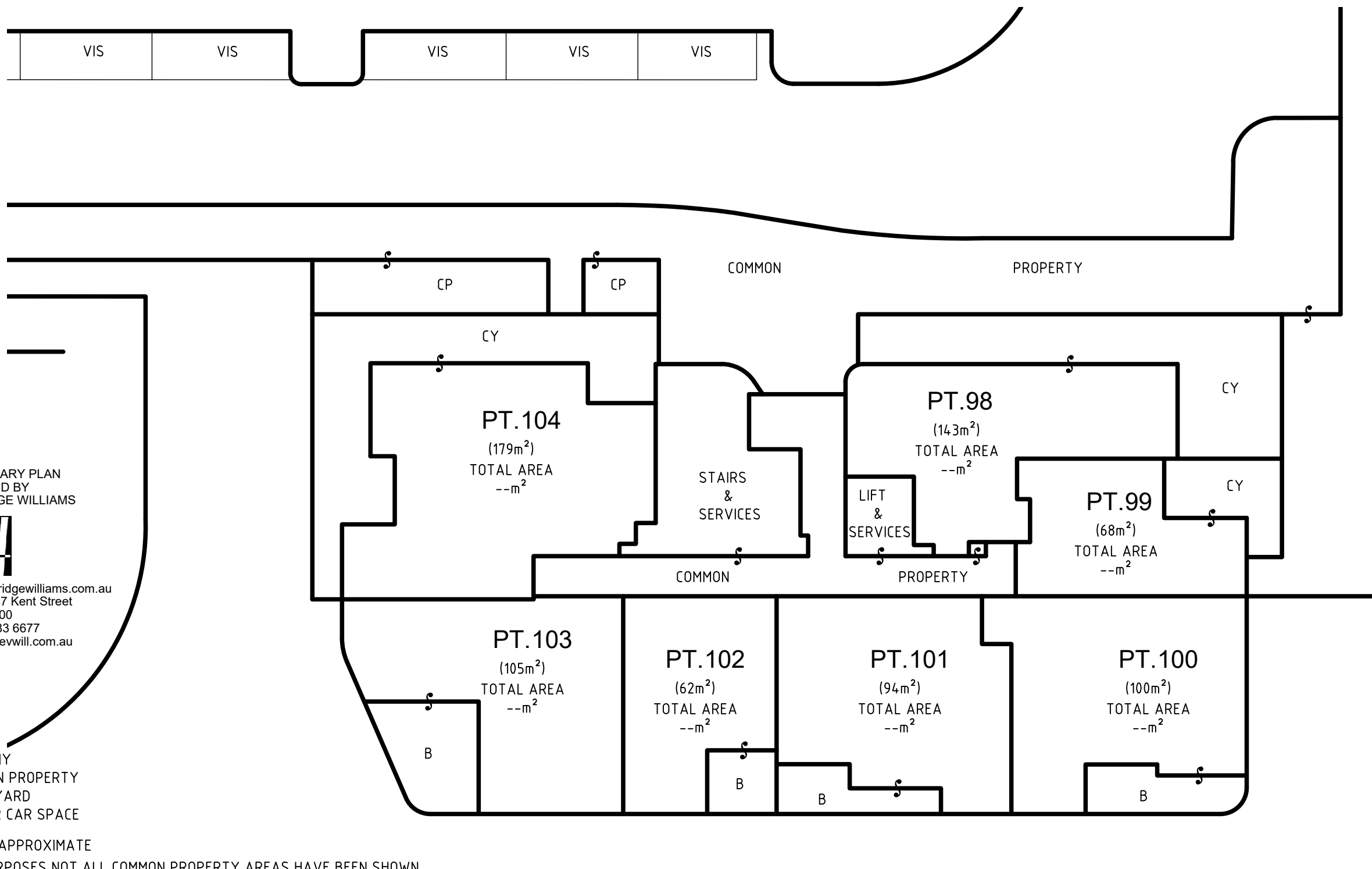
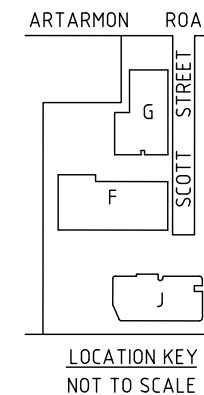
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 31 AUG 2021
 CADREF CAD - A-0-1003 - LEVEL 01[BM]

BUILDING J LEVEL 1

BUILDING F
SHEET 12 ADJOINS



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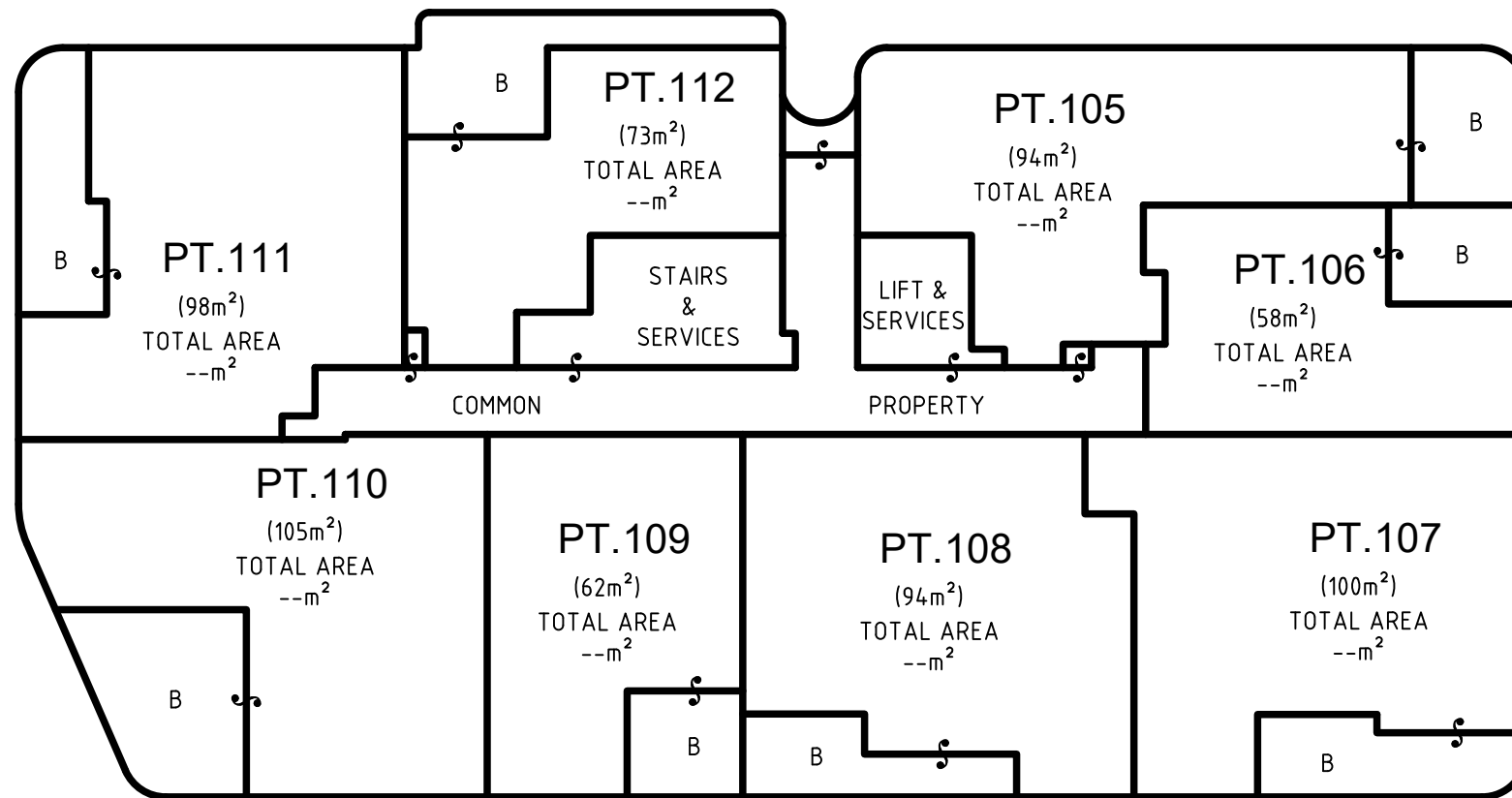
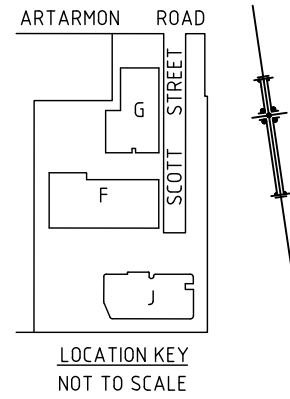
- LEGEND
- B BALCONY
 - CP COMMON PROPERTY
 - CY COURTYARD
 - VIS VISITOR CAR SPACE

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 CADREF CAD - A-0-1004 - LEVEL 02[CG]

BUILDING J LEVEL 2



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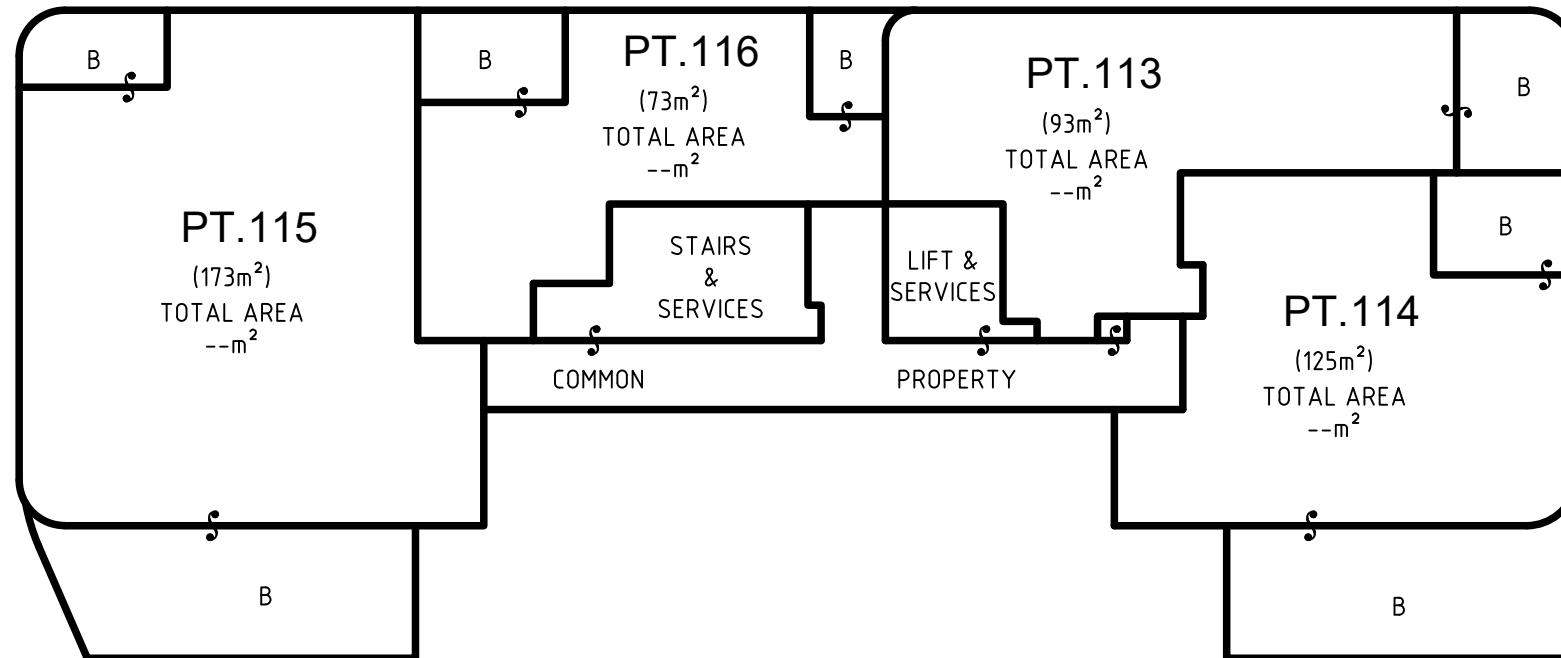
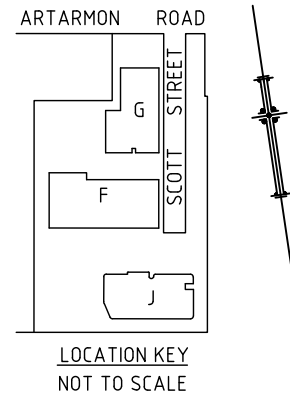
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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BUILDING J LEVEL 3



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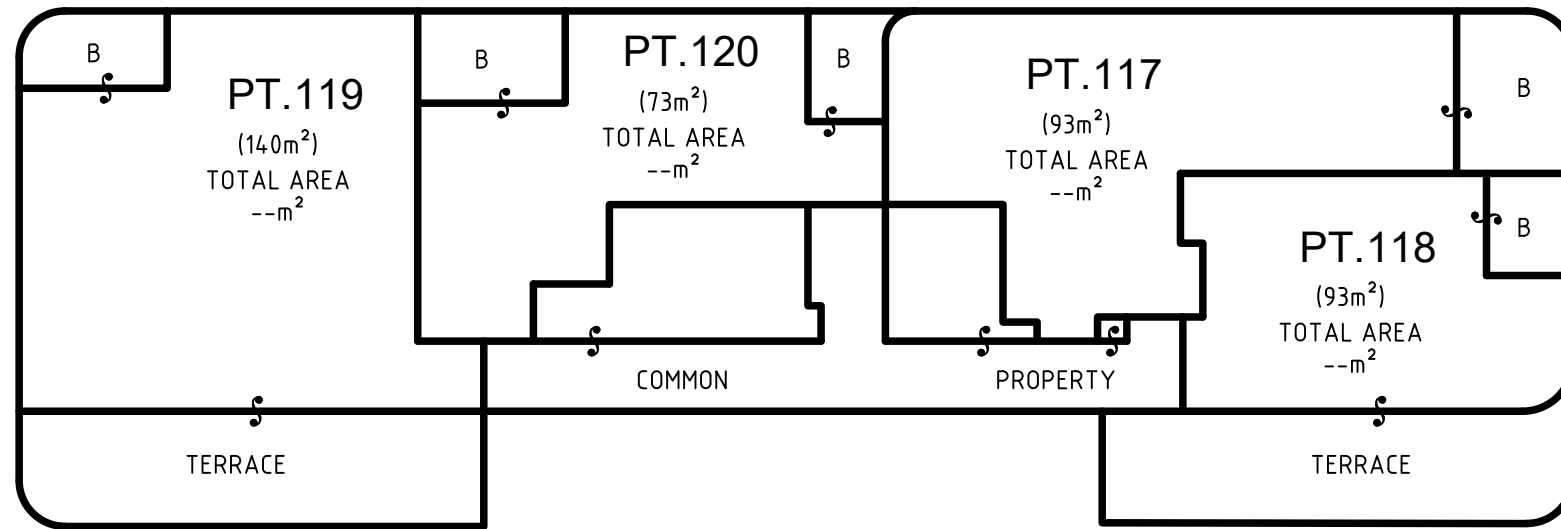
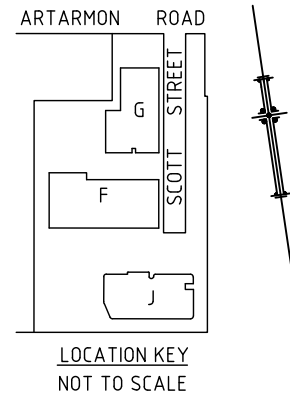
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 02 SEP 2021
 CADREF CAD-A-GA-L04[BN]

BUILDING J LEVEL 4



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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:	Office Use Only DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED	
PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP	LGA: WILLOUGHBY Locality: WILLOUGHBY Parish: WILLOUGHBY County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents Provide an Australian address including a postcode	The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan	
<p style="text-align: center;">Surveyor's Certificate</p> <p>I, <u>MARK JOHN ANDREW</u> of <u>BEVERIDGE WILLIAMS</u> <u>447 KENT STREET, SYDNEY 2000</u>, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public space</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^.....</p> <p>Signature:</p> <p>Date: <u>00 JULY 2021</u></p> <p>Surveyor ID:</p> <p>Surveyor's Reference: <u>2100305 DSP LOT 3</u></p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> <p>I, being an Accredited Certifier, accreditation number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference:.....</p> <p>Relevant Planning Approval No.</p> <p>Issued by:</p> <p>Signature:</p> <p>Date:</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	
* Strike through if inapplicable 2100305 DSP LOT 3		

Office Use Only

Office Use Only

Registered:

DRAFT - LOT 3

ISSUE 04 - PRINTED 21 SEP 2021
BASEMENTS UPDATED& LOCATION PLAN ADDED

VALUER'S CERTIFICATE

I, * of
being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body:.....

Class of membership:.....

Membership number:.....

certify that the unit entitlements shown in the schedule herewith were apportioned on(being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: Date

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Office Use Only

Office Use Only

Registered:

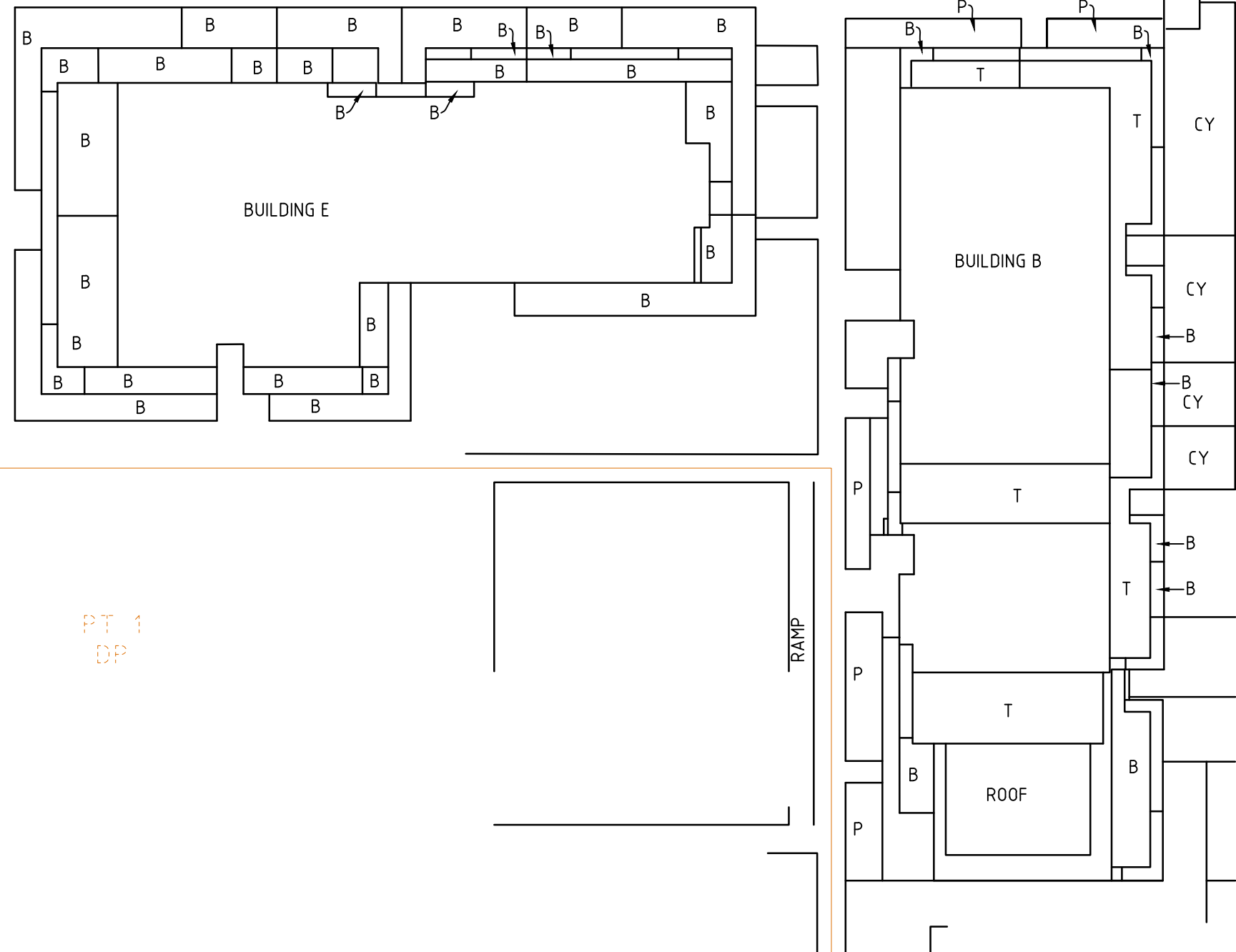
DRAFT - LOT 3ISSUE 04 - PRINTED 21 SEP 2021
BASEMENTS UPDATED& LOCATION PLAN ADDED

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*

LOCATION PLAN

ADDITIONAL LOCATION PLANS FOR CAR SPACES WILL BE SHOWN ON SHEETS 2 TO 4 INCLUSIVE



PRELIMINARY PLAN
PREPARED BY
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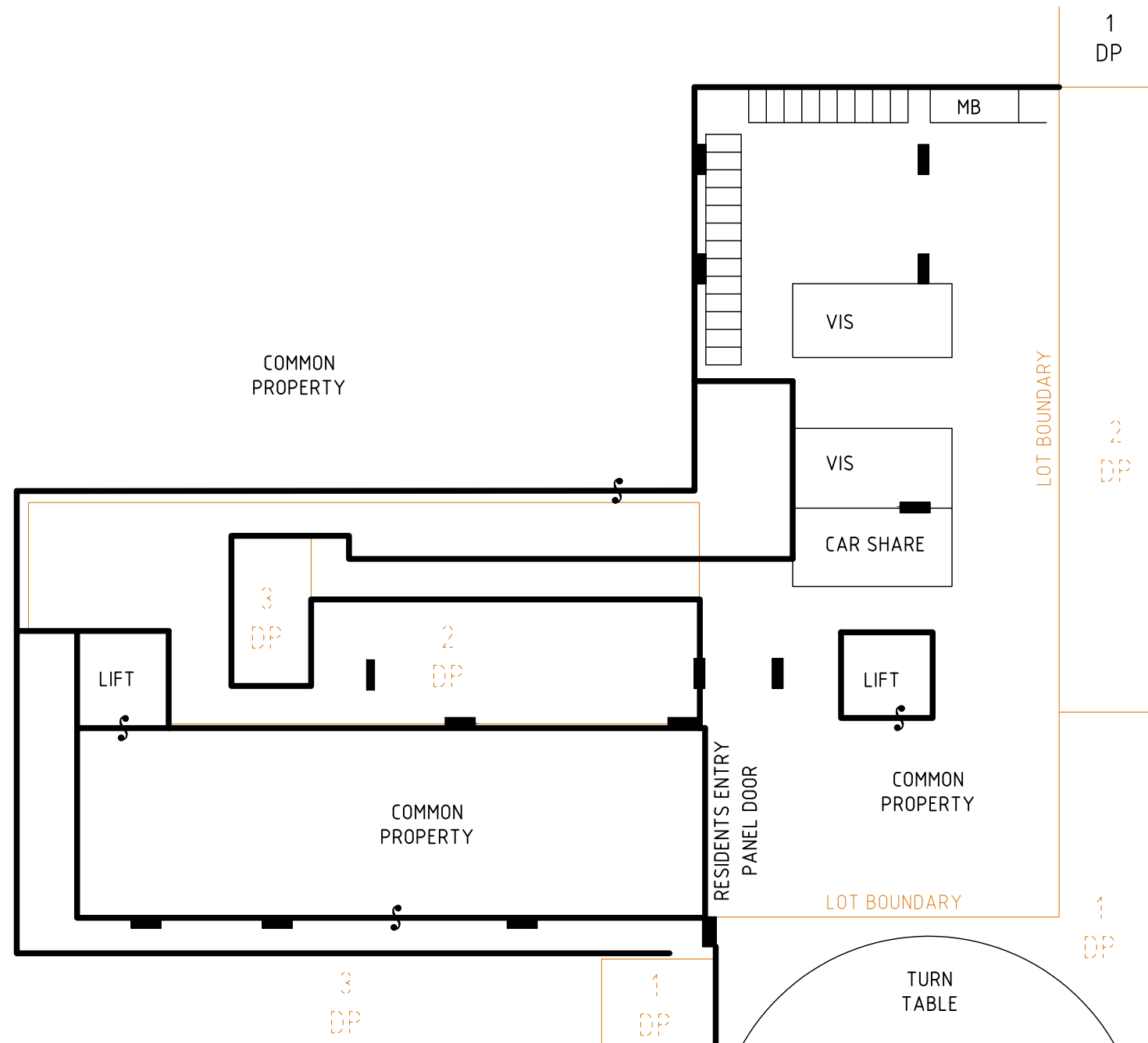
- LEGEND
- B BALCONY
 - CY COURTYARD
 - P PLANTER
 - T TERRACE

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:400 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED & LOCATION PLAN ADDED</p>
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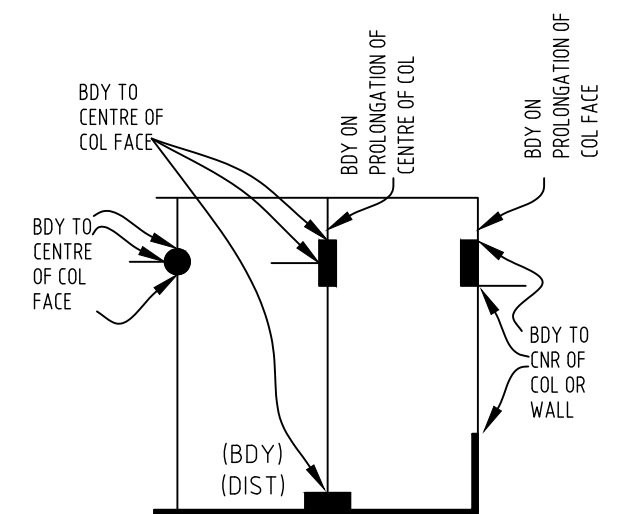
BUILDINGS B & E

BASEMENT 2



LEGEND
 CP COMMON PROPERTY
 MB MOTORCYCLE SPACE (COMMON PROPERTY)
 VIS VISITORS CAR SPACE (COMMON PROPERTY)

TYPICAL KEY
 (UNLESS NOTED OTHERWISE)



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 BEVERIDGE WILLIAMS



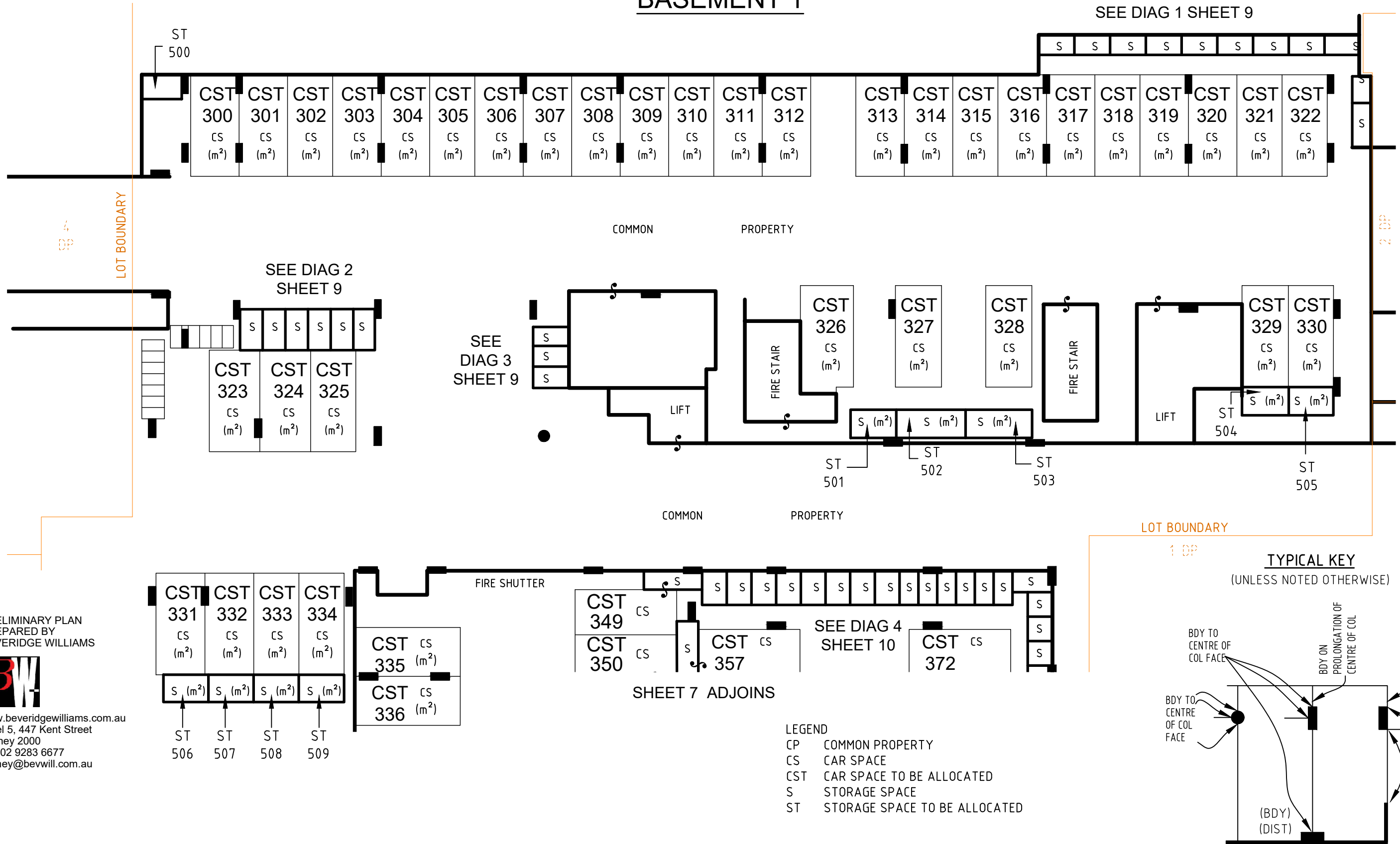
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 CADREF cAD - A-0-1002 - BASEMENT 01[BP]

BUILDINGS B & E

BASEMENT 1



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SURVEYOR
 Name: MARK JOHN ANDREW
 Date: 00 JULY 2021
 Reference: 2100305 DSP LOT 3

PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP

L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: 1:200
 Lengths are in metres

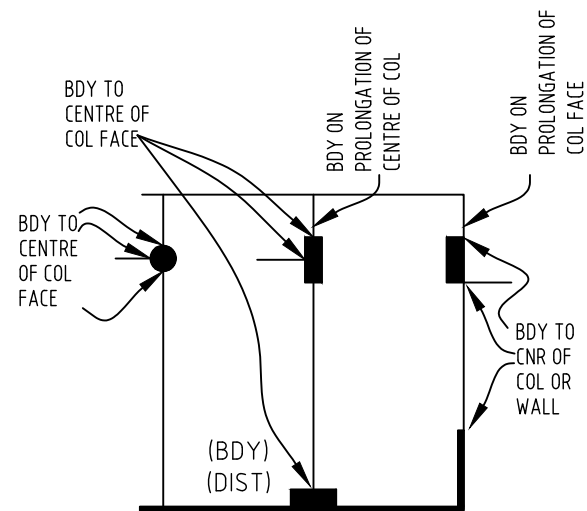
Registered

DRAFT - LOT 3
 ISSUE 04 - PRINTED 21 SEP 2021
 BASEMENTS UPDATED & LOCATION PLAN ADDED

ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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 CADREF cAD - A-0-1002 - BASEMENT 01[BP]

- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED

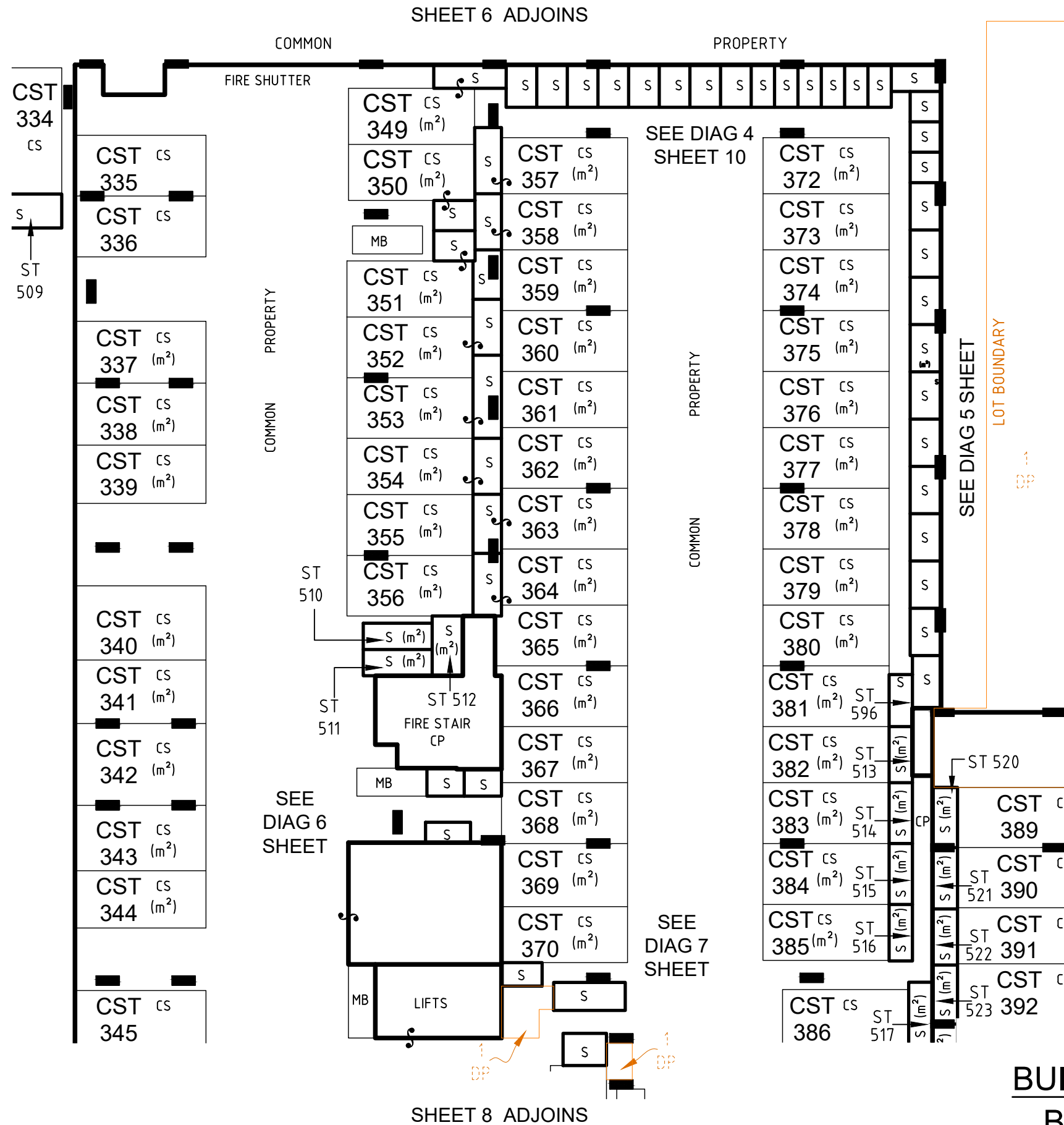
TYPICAL KEY
 (UNLESS NOTED OTHERWISE)



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BUILDINGS B & E
BASEMENT 1

<p>SURVEYOR</p> <p>Name: MARK JOHN ANDREW</p> <p>Date: 00 JULY 2021</p> <p>Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY</p> <p>Locality: ARTARMON</p> <p>Reduction Ratio: 1:200</p> <p>Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3</p> <p>ISSUE 04 - PRINTED 21 SEP 2021</p> <p>BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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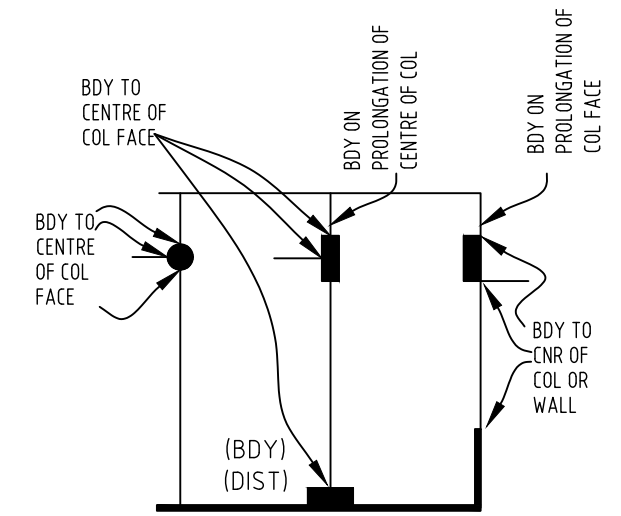
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 RECEIVED 31 AUG 2021
 CADREF cAD - A-0-1002 - BASEMENT 01[BP]

BUILDINGS B & E

BASEMENT 1

- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED

TYPICAL KEY
 (UNLESS NOTED OTHERWISE)



PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS



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SURVEYOR
 Name: MARK JOHN ANDREW
 Date: 00 JULY 2021
 Reference: 2100305 DSP LOT 3

**PLAN OF SUBDIVISION OF PROPOSED
 LOT 3 UNREGISTERED DP**

L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: 1:200
 Lengths are in metres

Registered

DRAFT - LOT 3
 ISSUE 04 - PRINTED 21 SEP 2021
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BUILDINGS B & E

BASEMENT 1 - DIAGRAMS

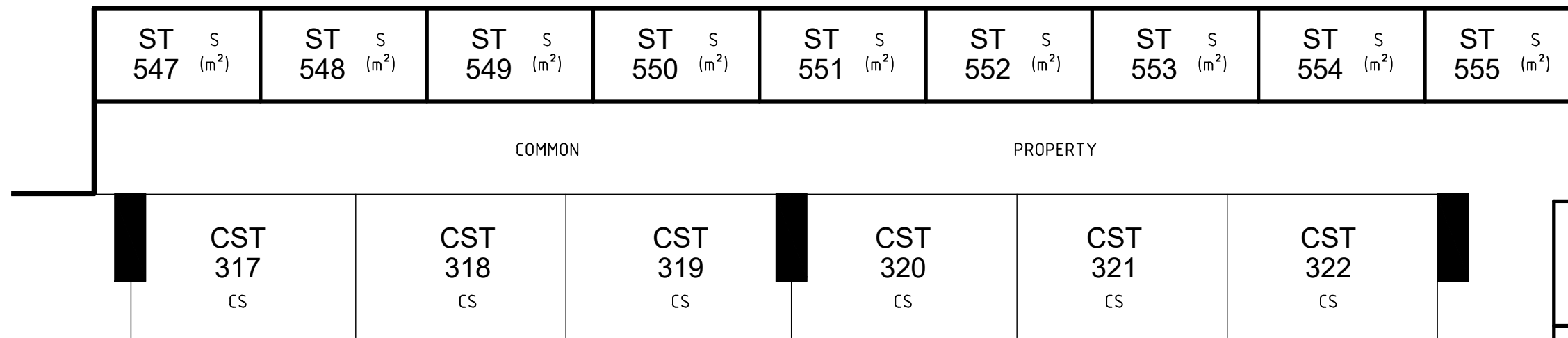


DIAGRAM 1
SCALE 1:60

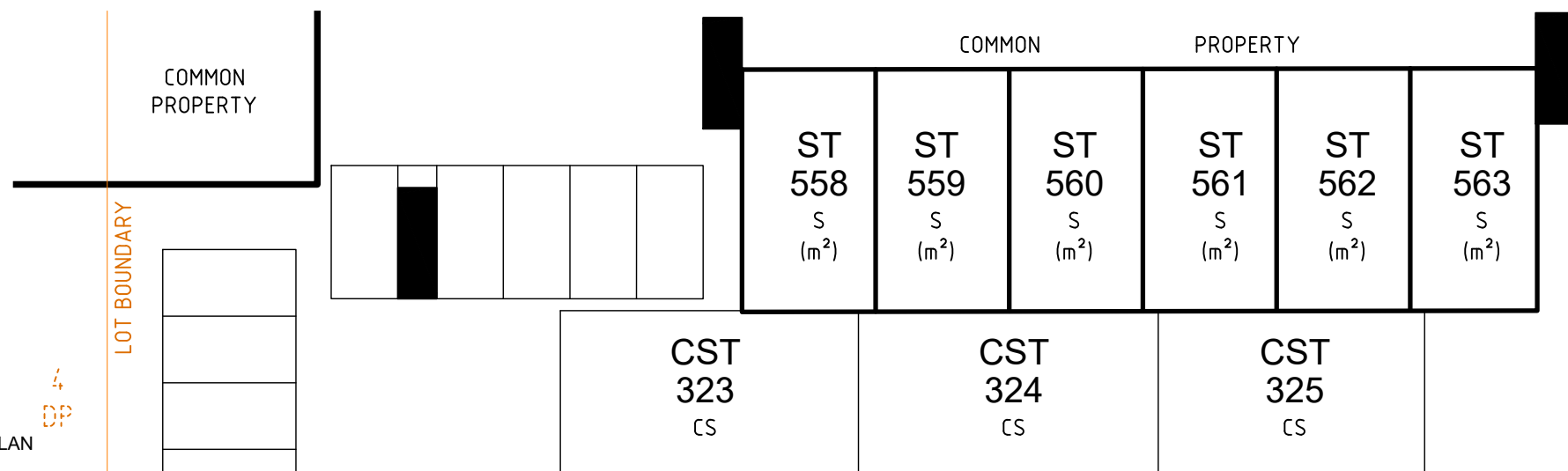


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SCALE 1:60

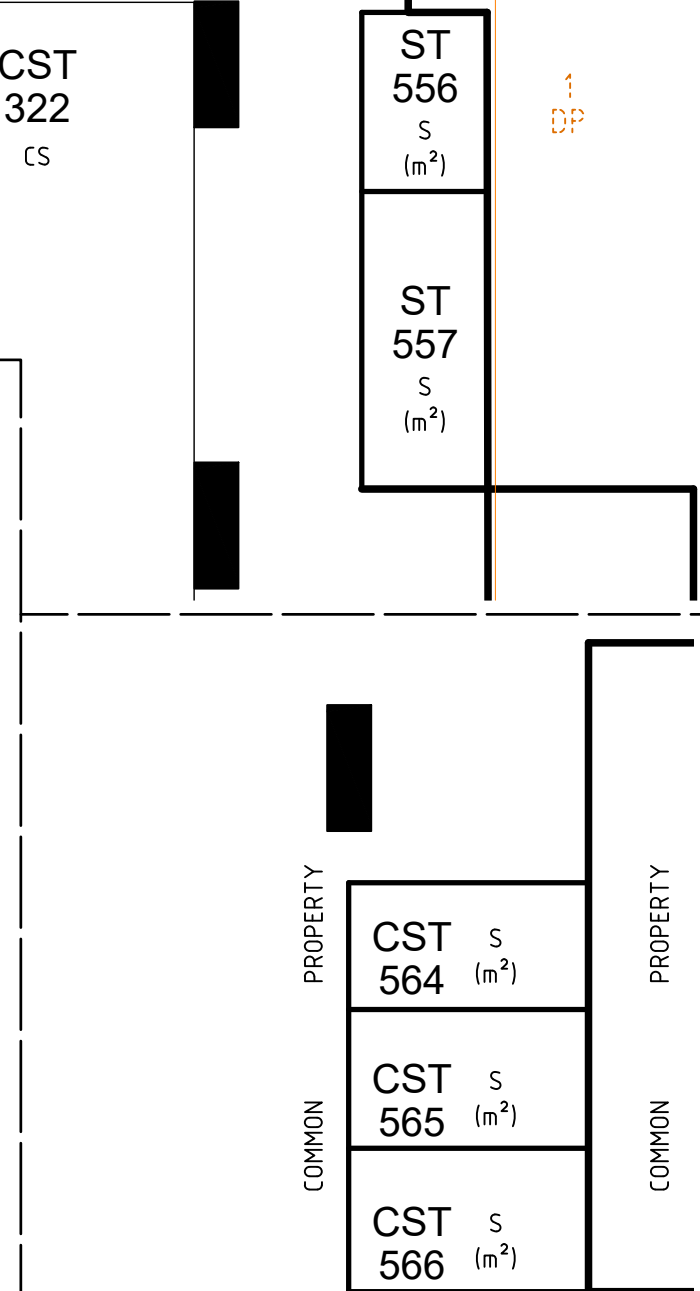


DIAGRAM 3
SCALE 1:60

- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED

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SURVEYOR
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**PLAN OF SUBDIVISION OF PROPOSED
 LOT 3 UNREGISTERED DP**

L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: AS SHOWN
 Lengths are in metres

Registered

DRAFT - LOT 3
 ISSUE 04 - PRINTED 21 SEP 2021
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BUILDINGS B & E

BASEMENT 1 - DIAGRAMS

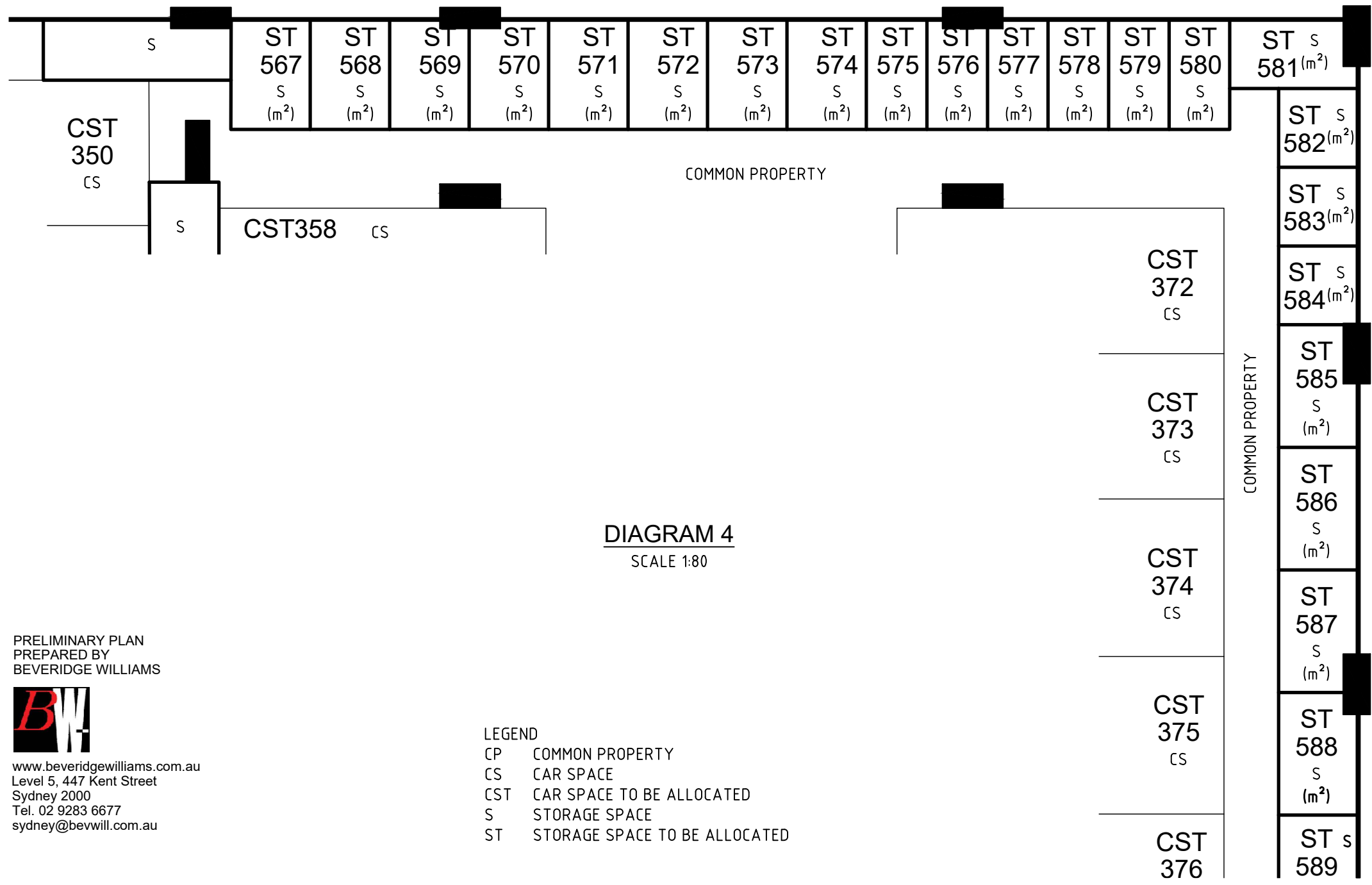


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SCALE 1:80

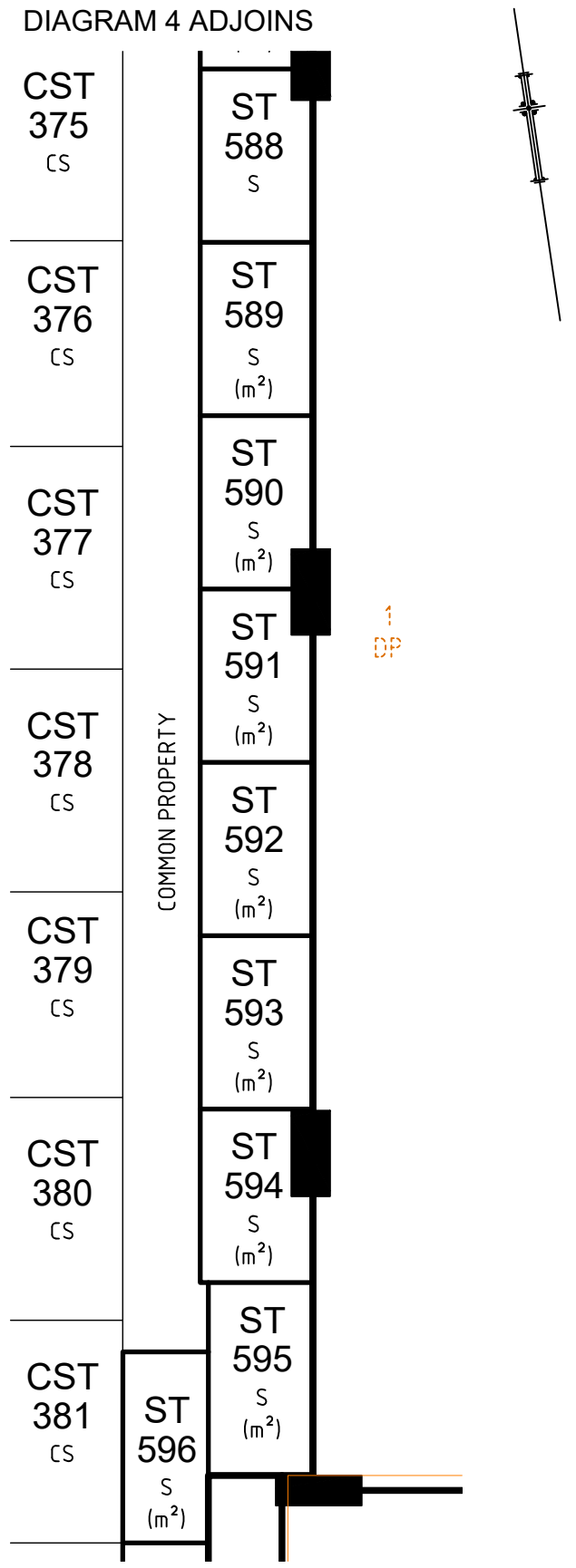


DIAGRAM 5
SCALE 1:80

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- LEGEND**
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<p>SURVEYOR</p> <p>Name: MARK JOHN ANDREW</p> <p>Date: 00 JULY 2021</p> <p>Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY</p> <p>Locality: ARTARMON</p> <p>Reduction Ratio: AS SHOWN</p> <p>Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3</p> <p>ISSUE 04 - PRINTED 21 SEP 2021</p> <p>BASEMENTS UPDATED & LOCATION PLAN ADDED</p>
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BUILDINGS B & E
BASEMENT 1 - DIAGRAMS

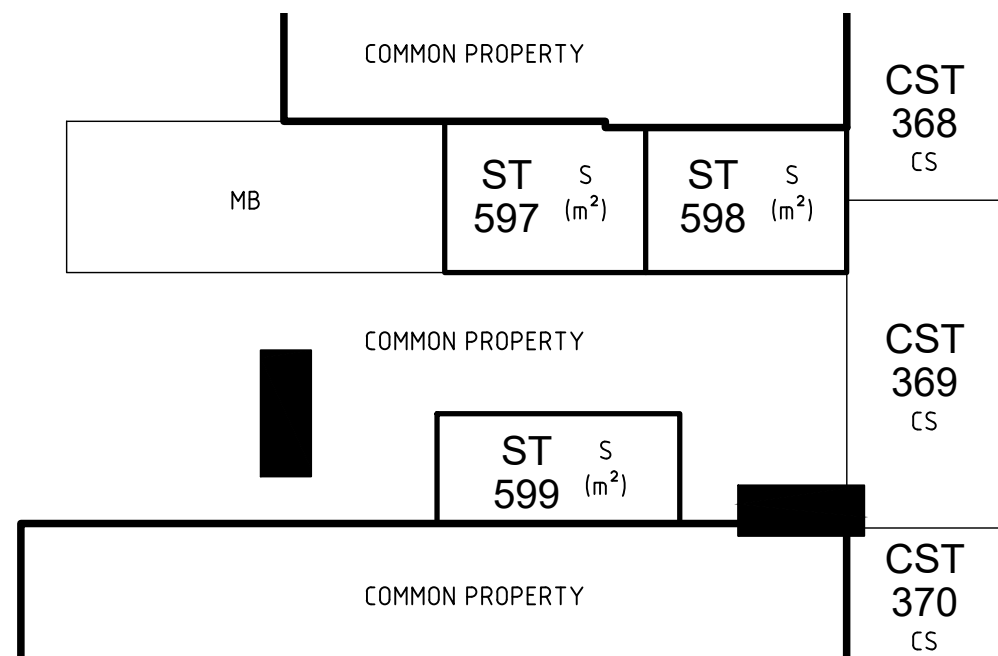


DIAGRAM 6
 SCALE 1:60

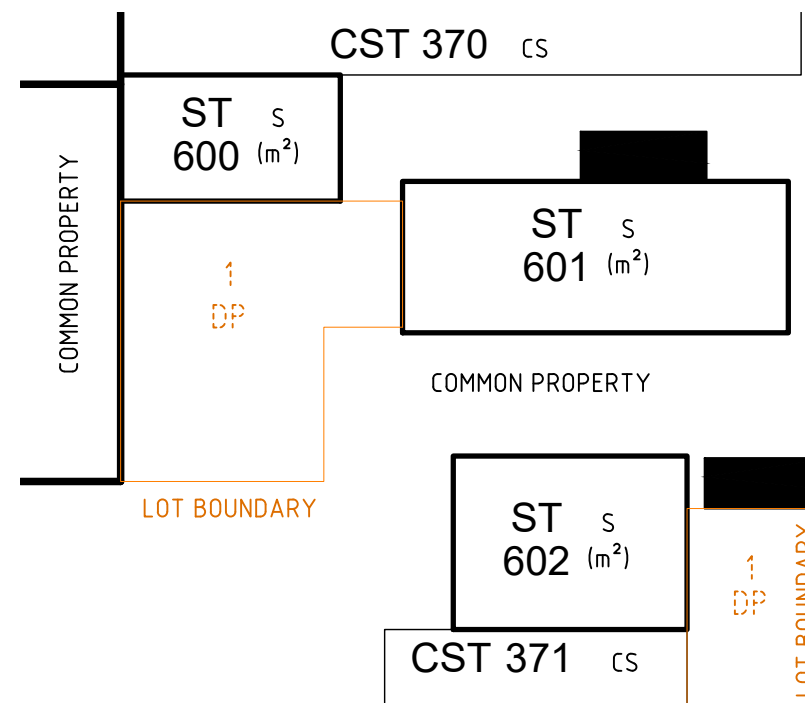


DIAGRAM 7
 SCALE 1:60

- LEGEND
- CP COMMON PROPERTY
 - CS CAR SPACE
 - CST CAR SPACE TO BE ALLOCATED
 - S STORAGE SPACE
 - ST STORAGE SPACE TO BE ALLOCATED

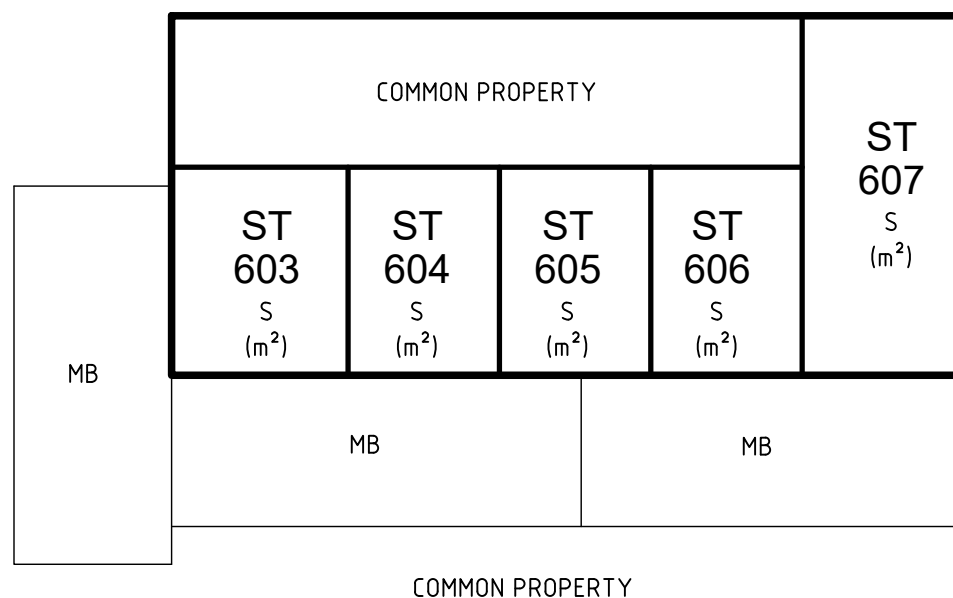


DIAGRAM 8
 SCALE 1:60

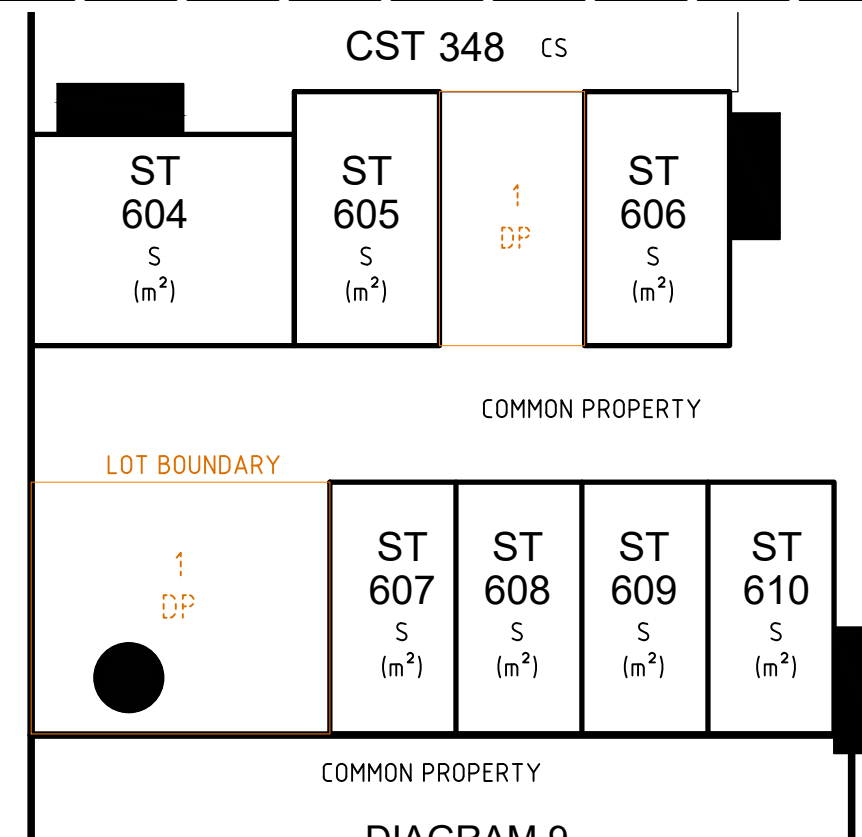


DIAGRAM 9
 SCALE 1:60

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SURVEYOR
 Name: MARK JOHN ANDREW
 Date: 00 JULY 2021
 Reference: 2100305 DSP LOT 3

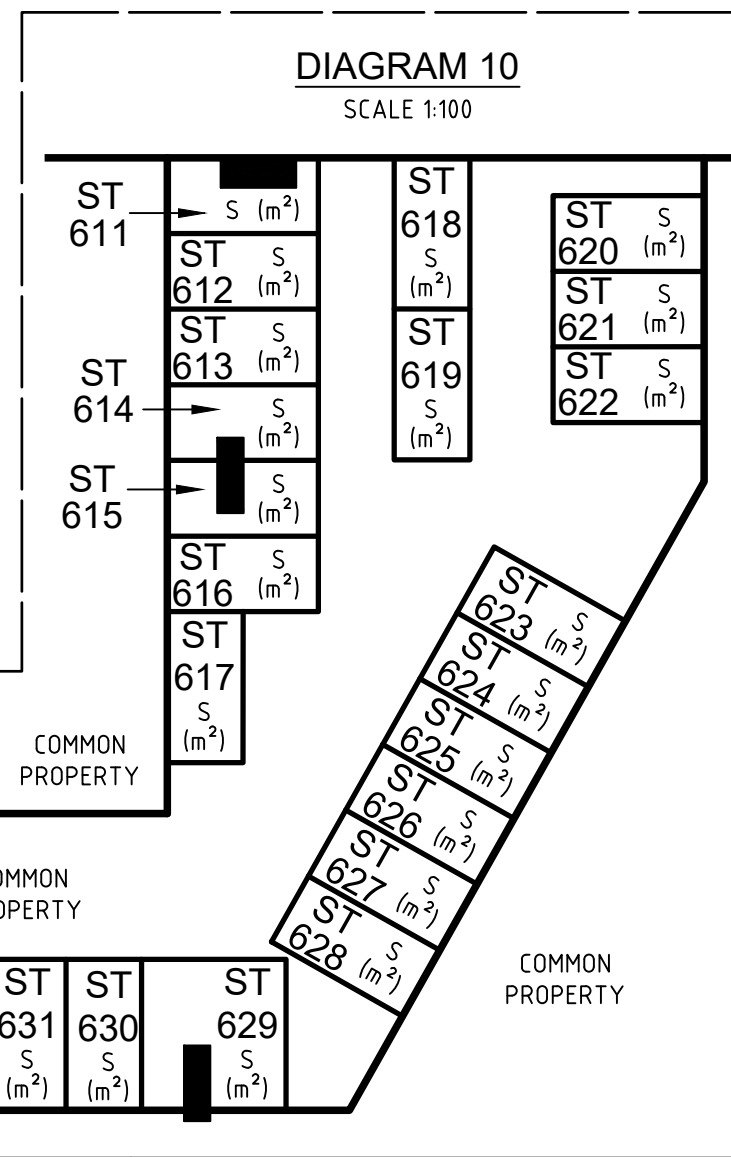
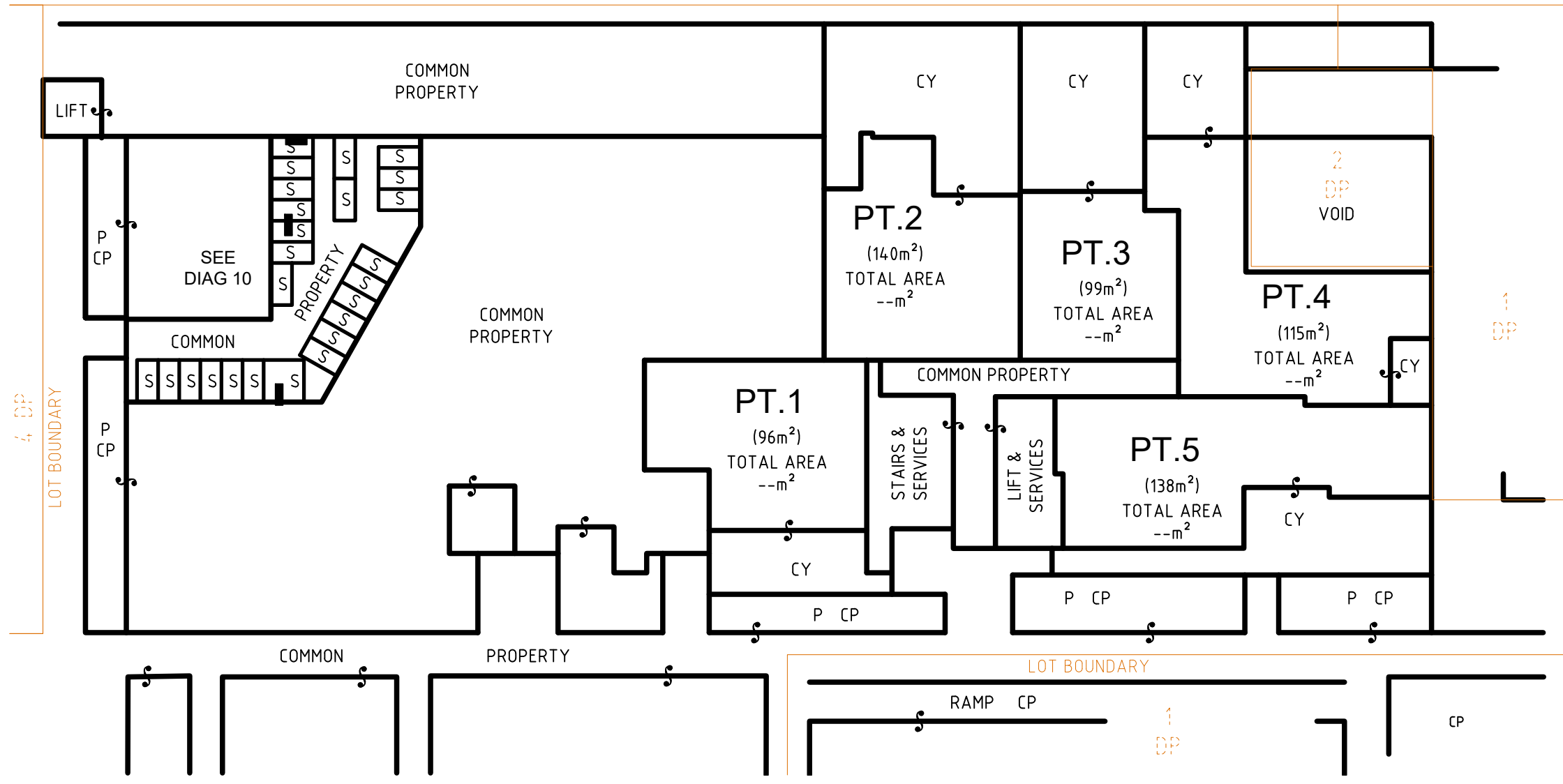
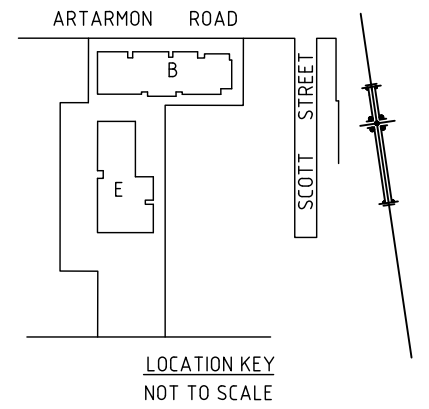
**PLAN OF SUBDIVISION OF PROPOSED
 LOT 3 UNREGISTERED DP**

L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: AS SHOWN
 Lengths are in metres

Registered

DRAFT - LOT 3
 ISSUE 04 - PRINTED 21 SEP 2021
 BASEMENTS UPDATED & LOCATION PLAN ADDED

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LEGEND
 CP COMMON PROPERTY
 CY COURTYARD
 P PLANTER
 S STORAGE AREA
 ST STORAGE AREA TO BE ALLOCATED

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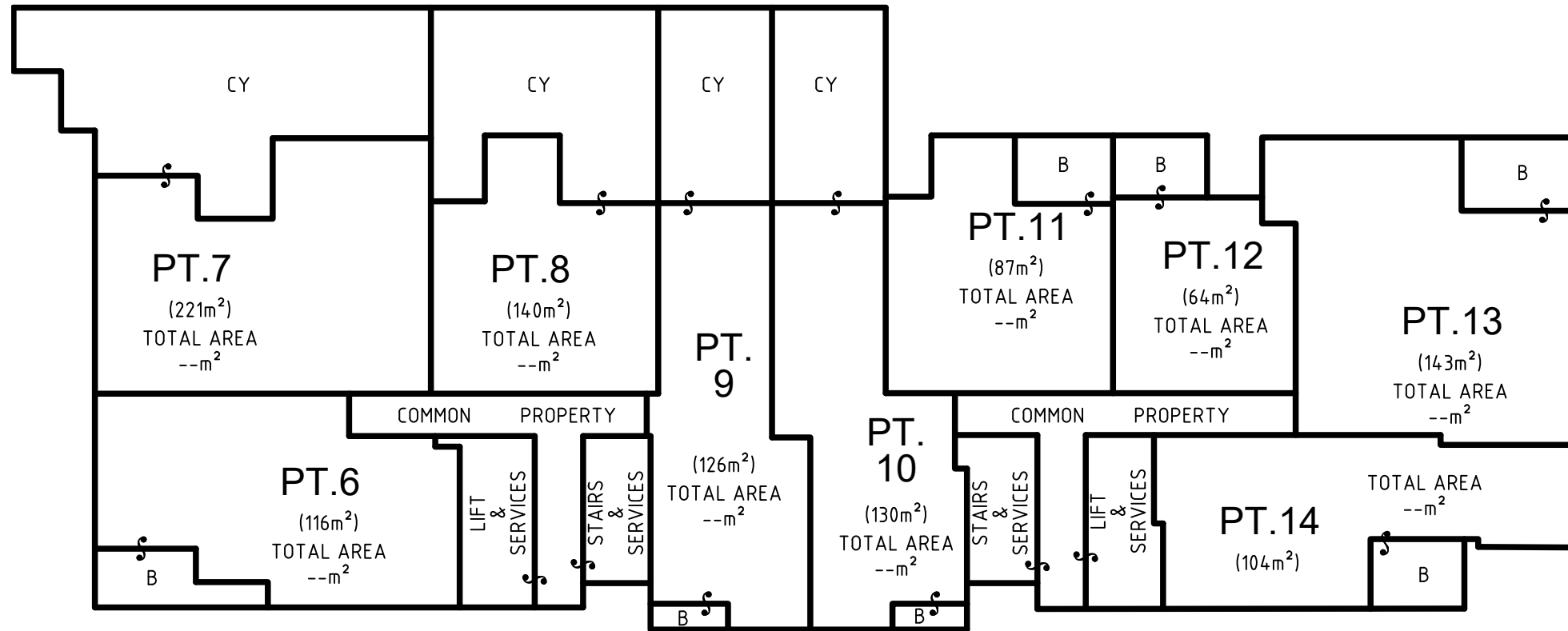
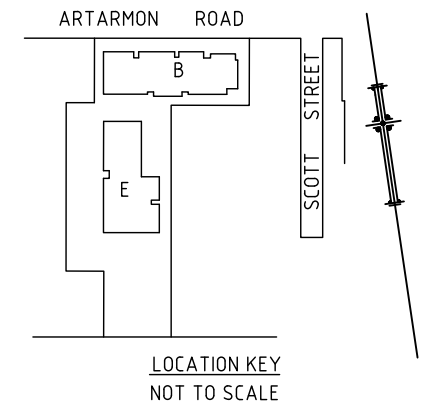
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 ALL COMMON SERVICE LINES ARE COMMON PROPERTY

**BUILDING B
 LEVEL 1**

SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3	PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP	L.G.A:	WILLOUGHBY	Registered	DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED
		Locality:	ARTARMON		
		Reduction Ratio:	1:250		
		Lengths are in metres			

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LEGEND
 B BALCONY
 CY COURTYARD

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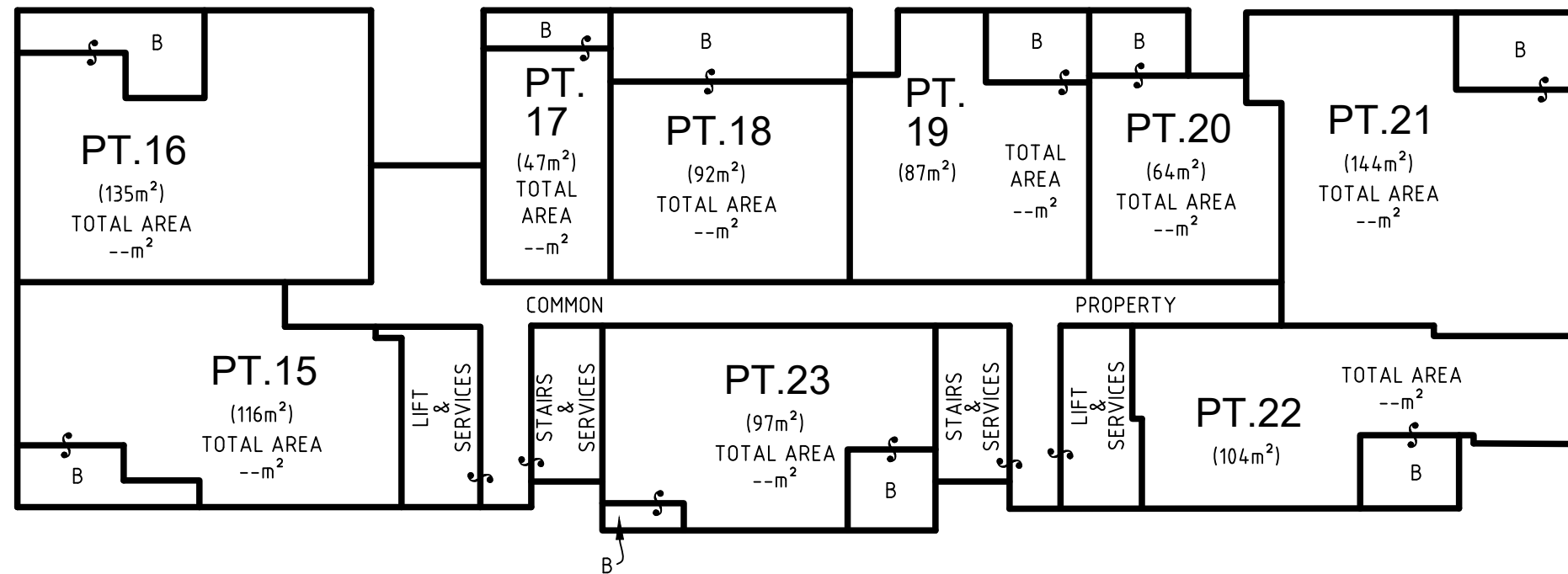
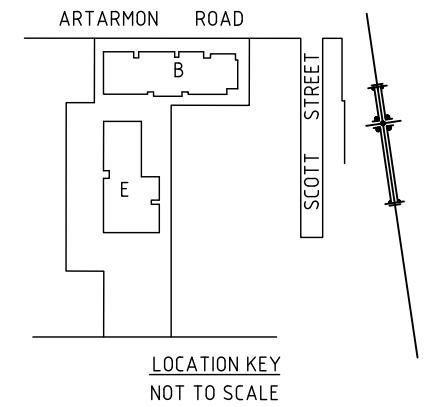
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BUILDING B
LEVEL 2

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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LEGEND
 B BALCONY

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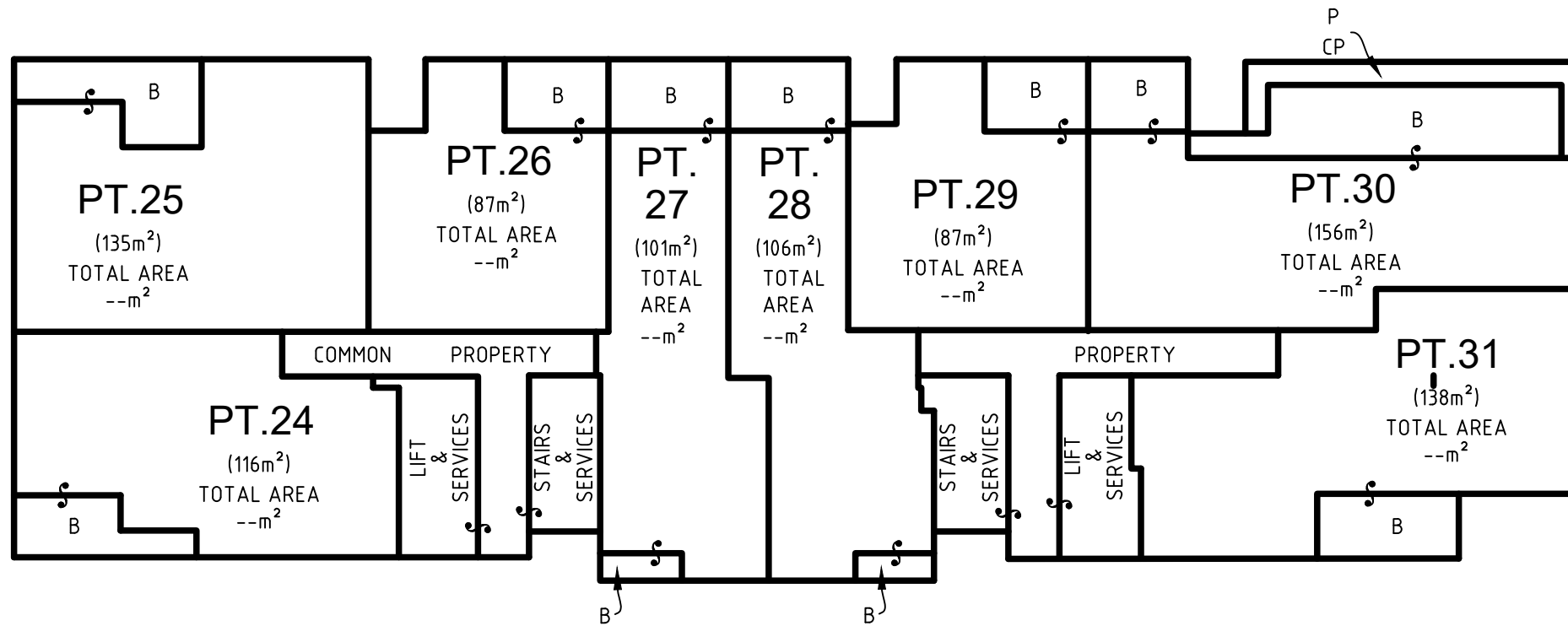
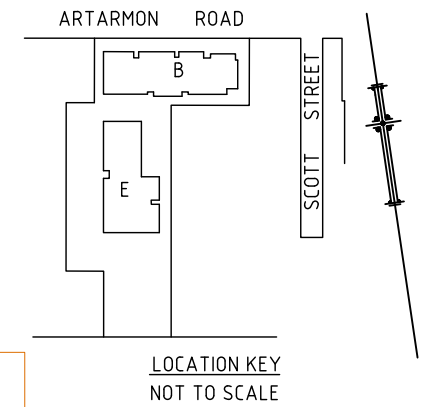
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BUILDING B
LEVEL 3

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER

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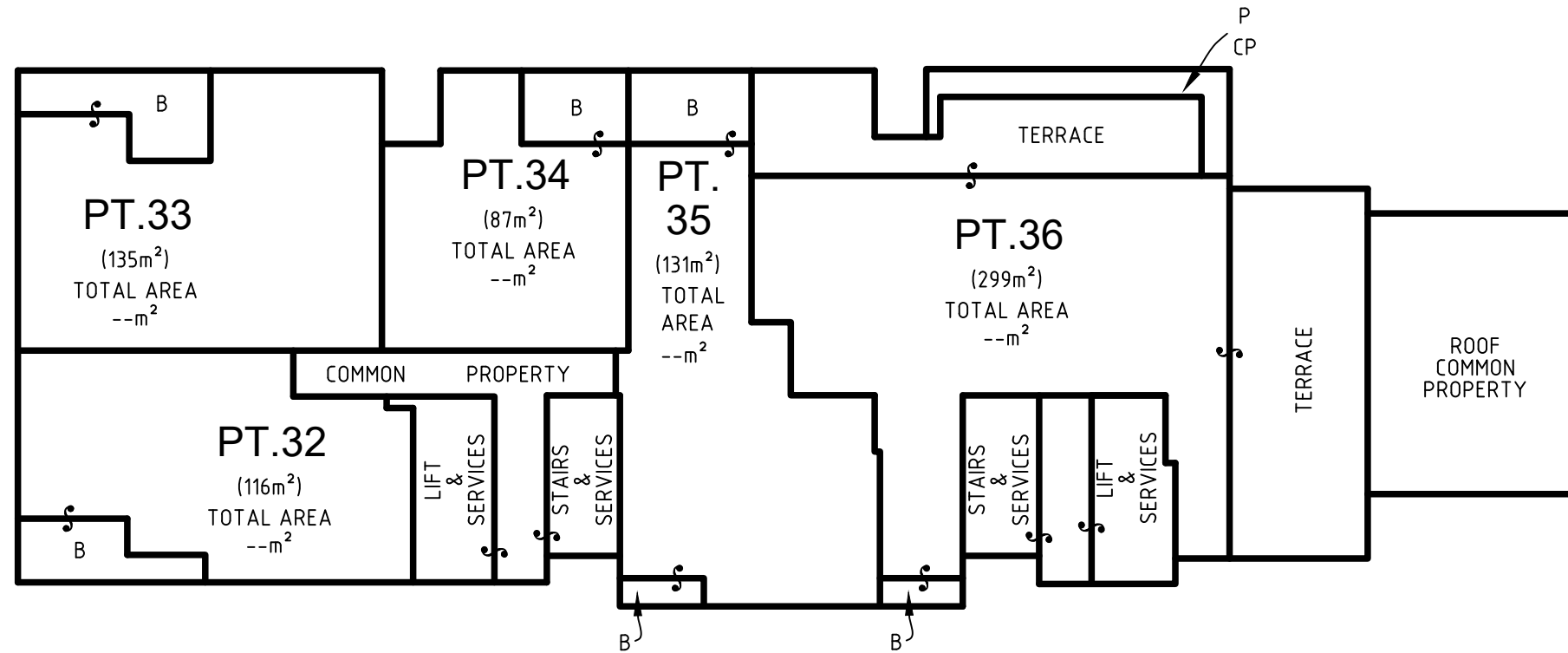
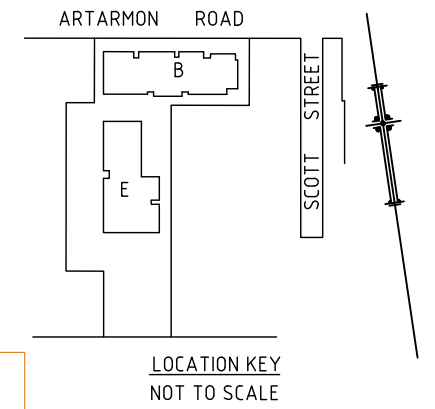
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BUILDING B
LEVEL 4

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER

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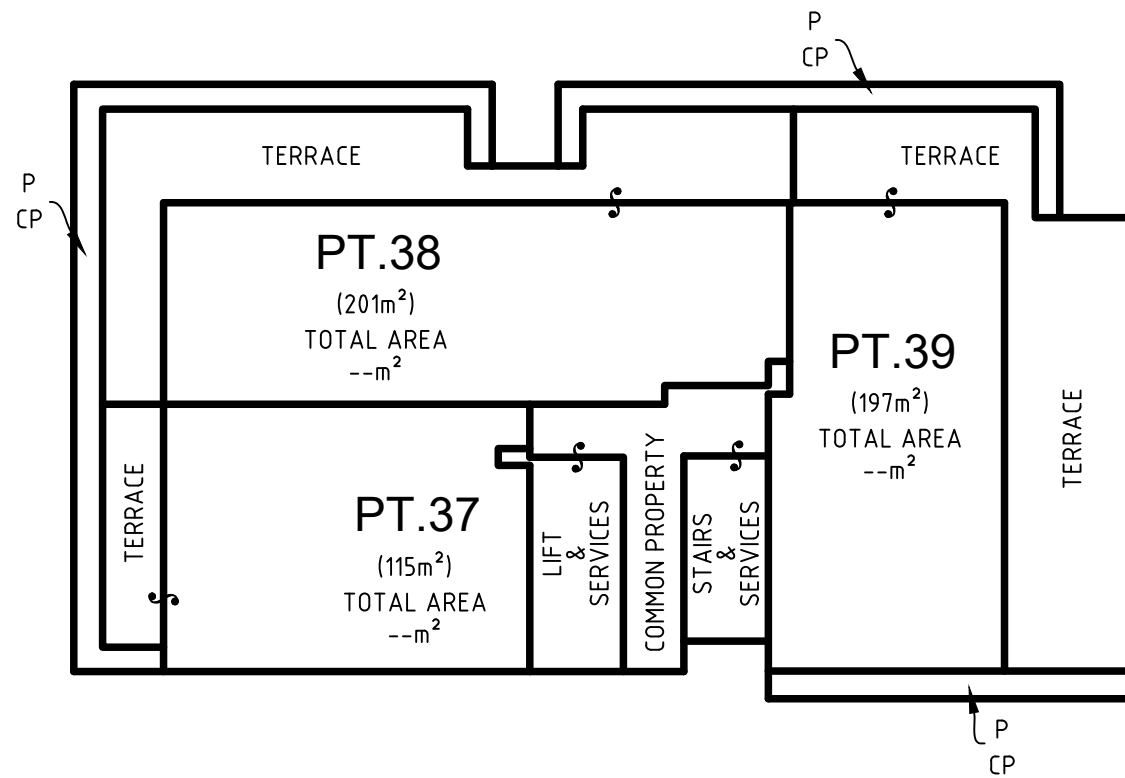
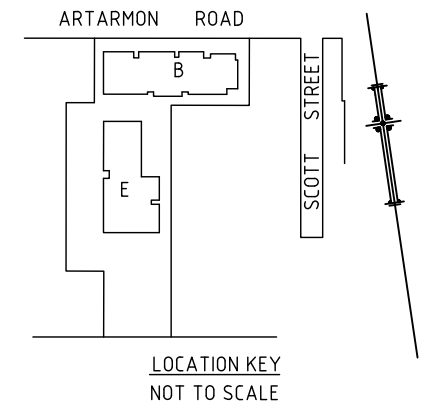
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BUILDING B
LEVEL 5

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER

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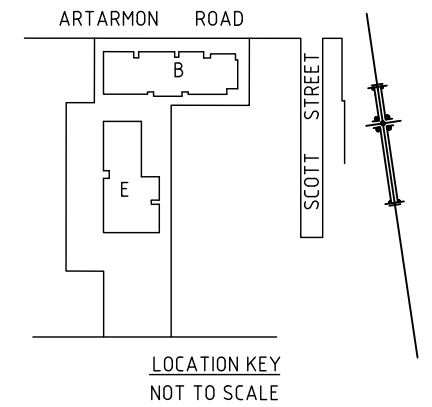
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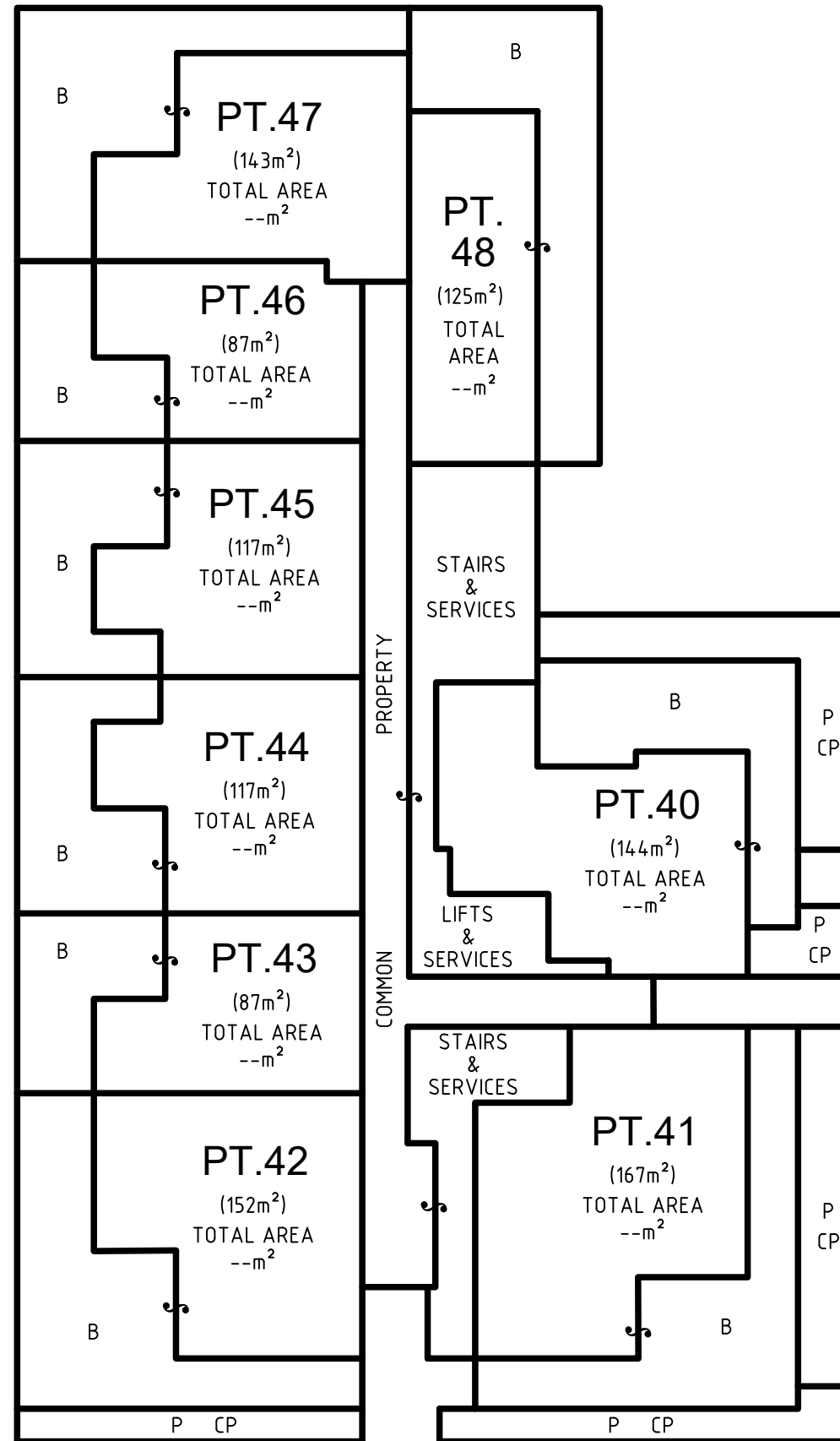
BUILDING B
LEVEL 6

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER



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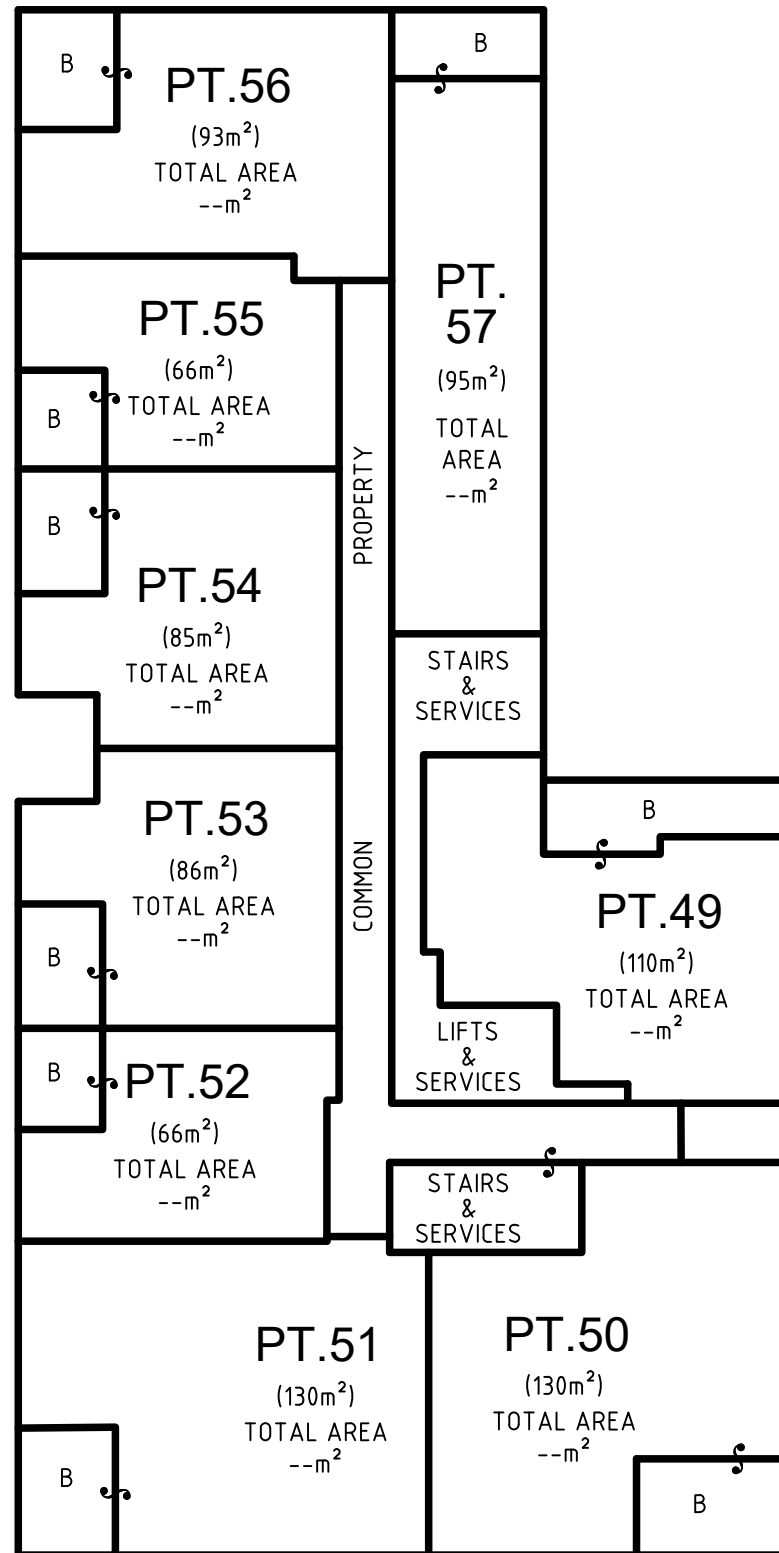
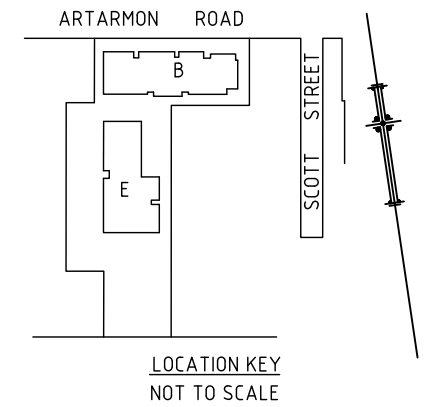
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BUILDING E
LEVEL 1

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LEGEND
 B BALCONY

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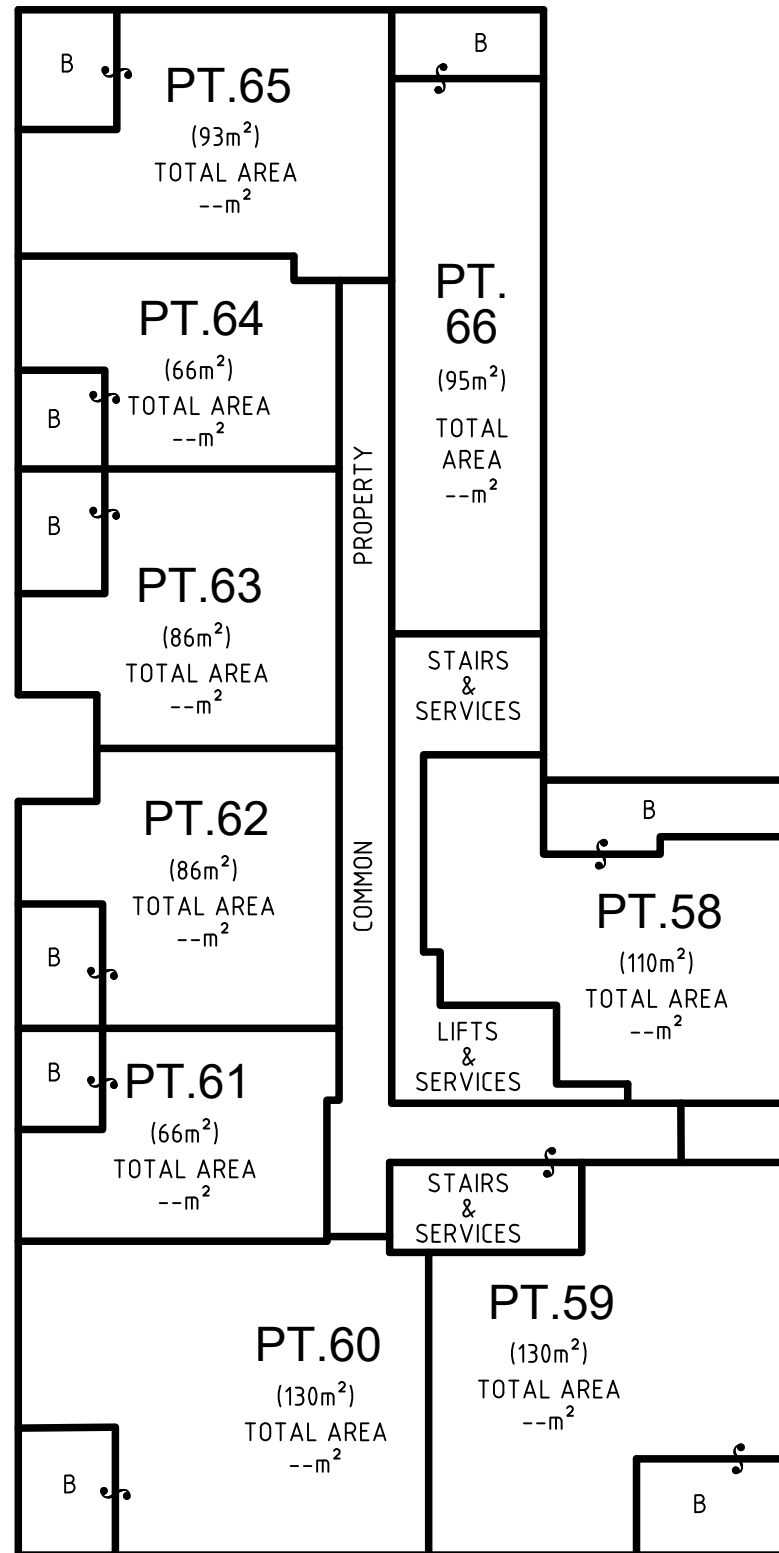
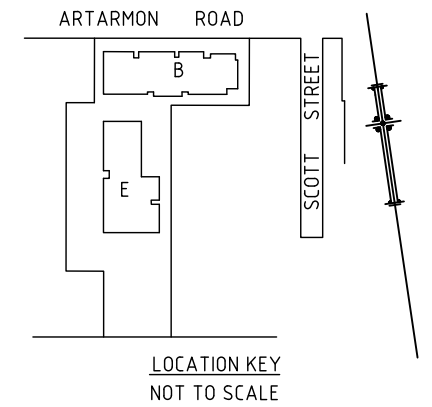
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BUILDING E
LEVEL 2

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LEGEND
 B BALCONY

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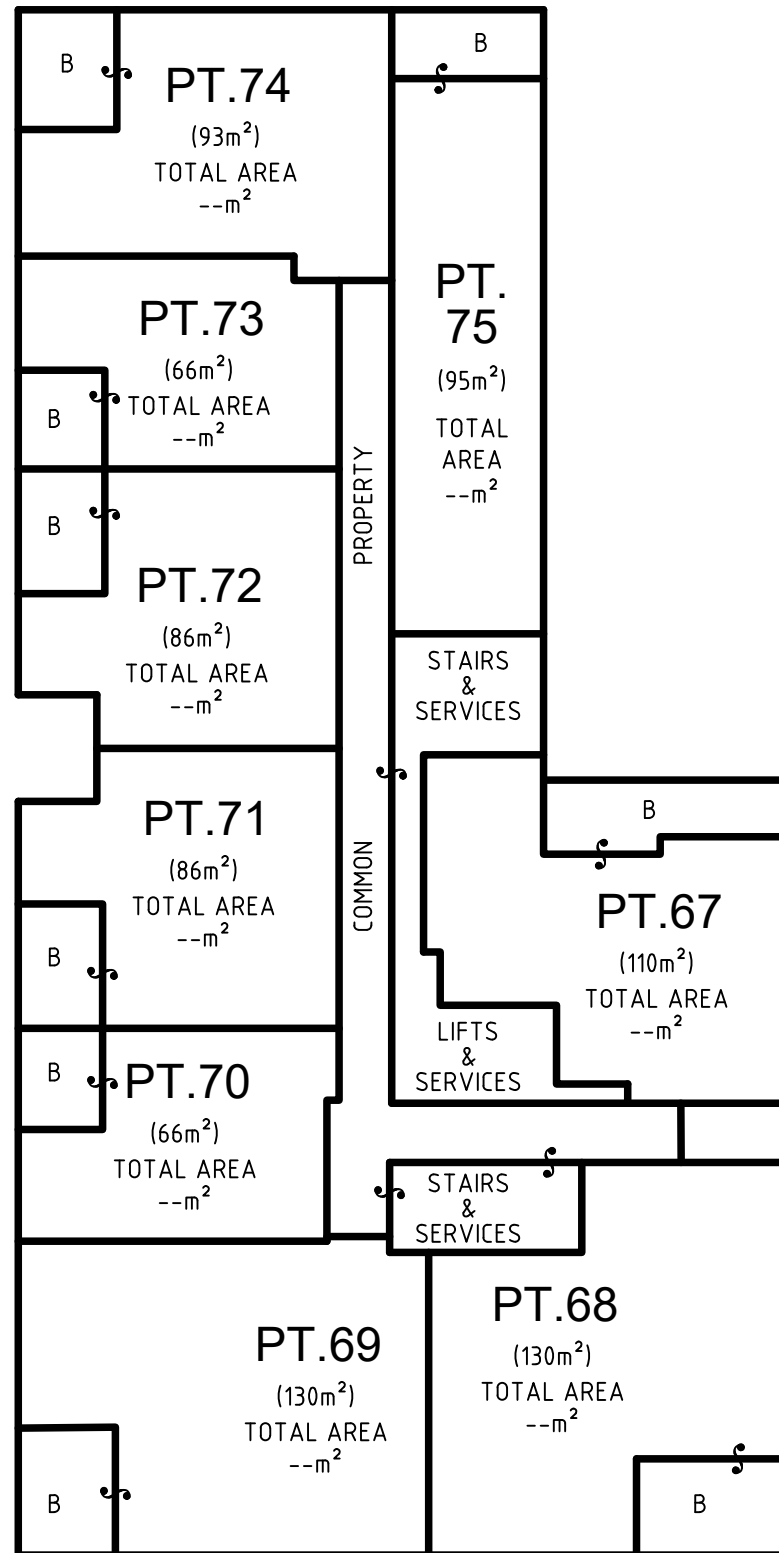
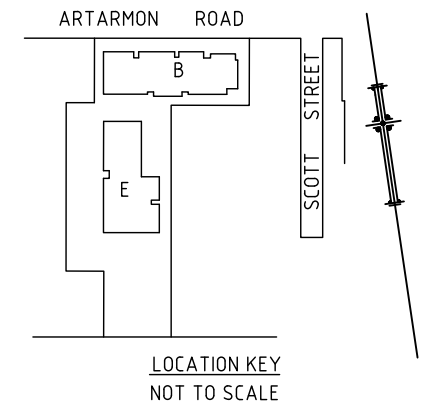
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BUILDING E
LEVEL 3

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LEGEND
 B BALCONY

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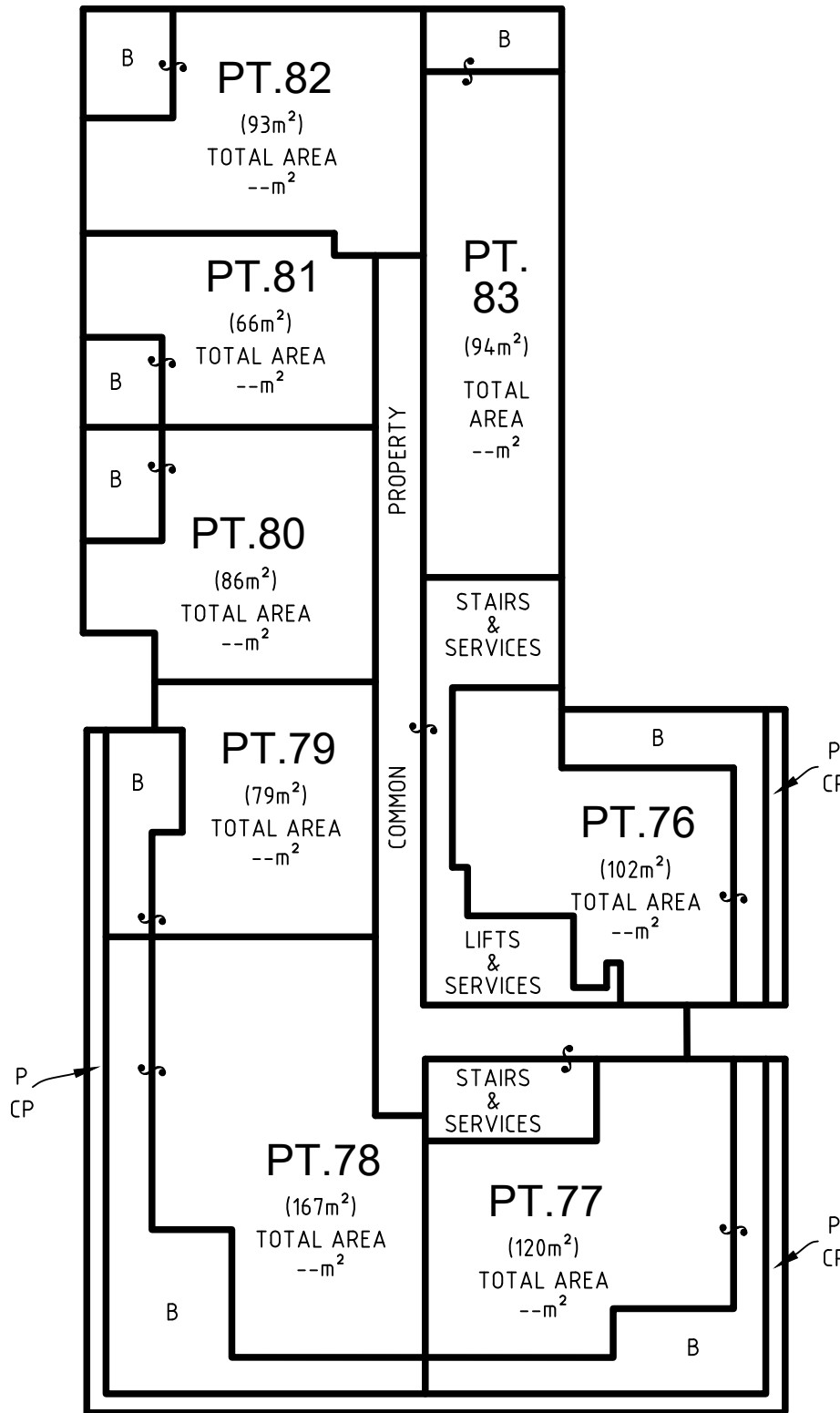
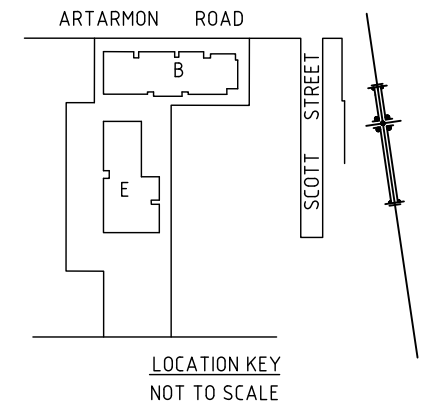
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BUILDING E
LEVEL 4

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER

PRELIMINARY PLAN
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 BEVERIDGE WILLIAMS



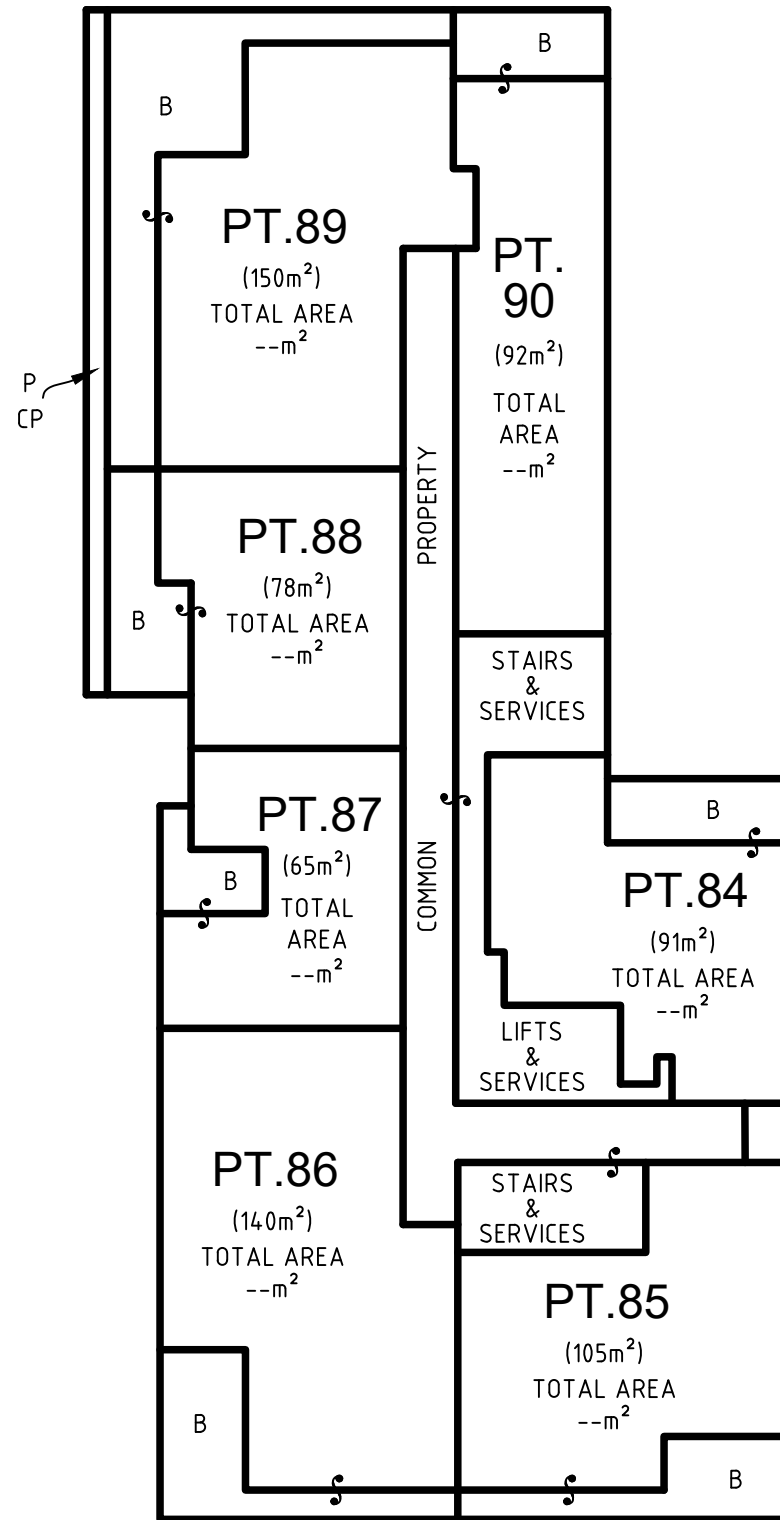
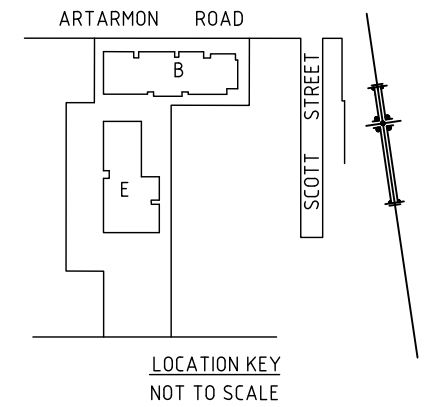
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 Level 5, 447 Kent Street
 Sydney 2000
 Tel. 02 9283 6677
 sydney@bevwill.com.au

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 FOR CLARITY PURPOSES NOT ALL COMMON PROPERTY AREAS HAVE BEEN SHOWN
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BUILDING E
LEVEL 5

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 02 SEP 2021
 CADREF CAD-A-GA-L06(BH)



LEGEND
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER

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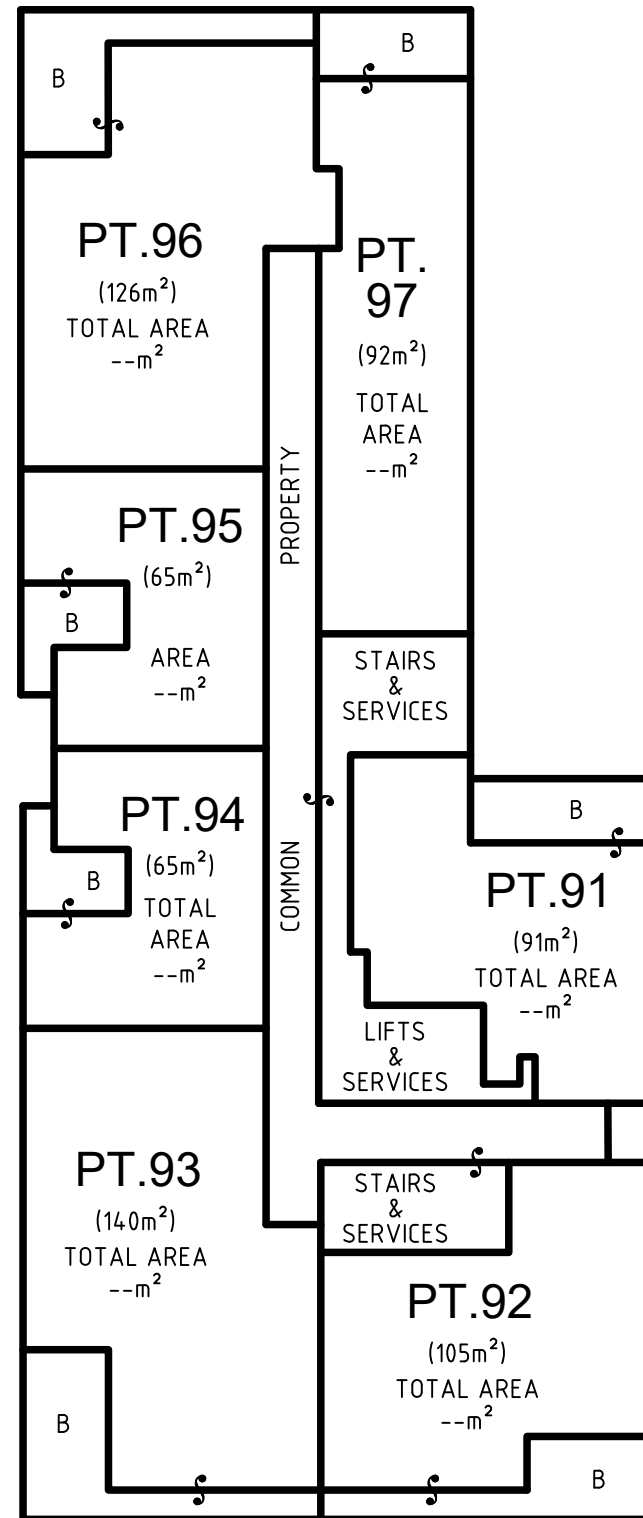
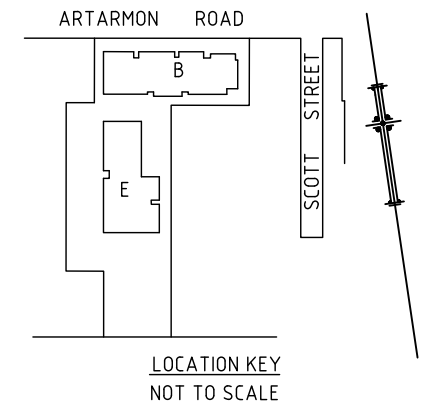
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BUILDING E
LEVEL 6

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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 CADREF CAD-A-GA-L07[AY]



LEGEND
 B BALCONY

PRELIMINARY PLAN
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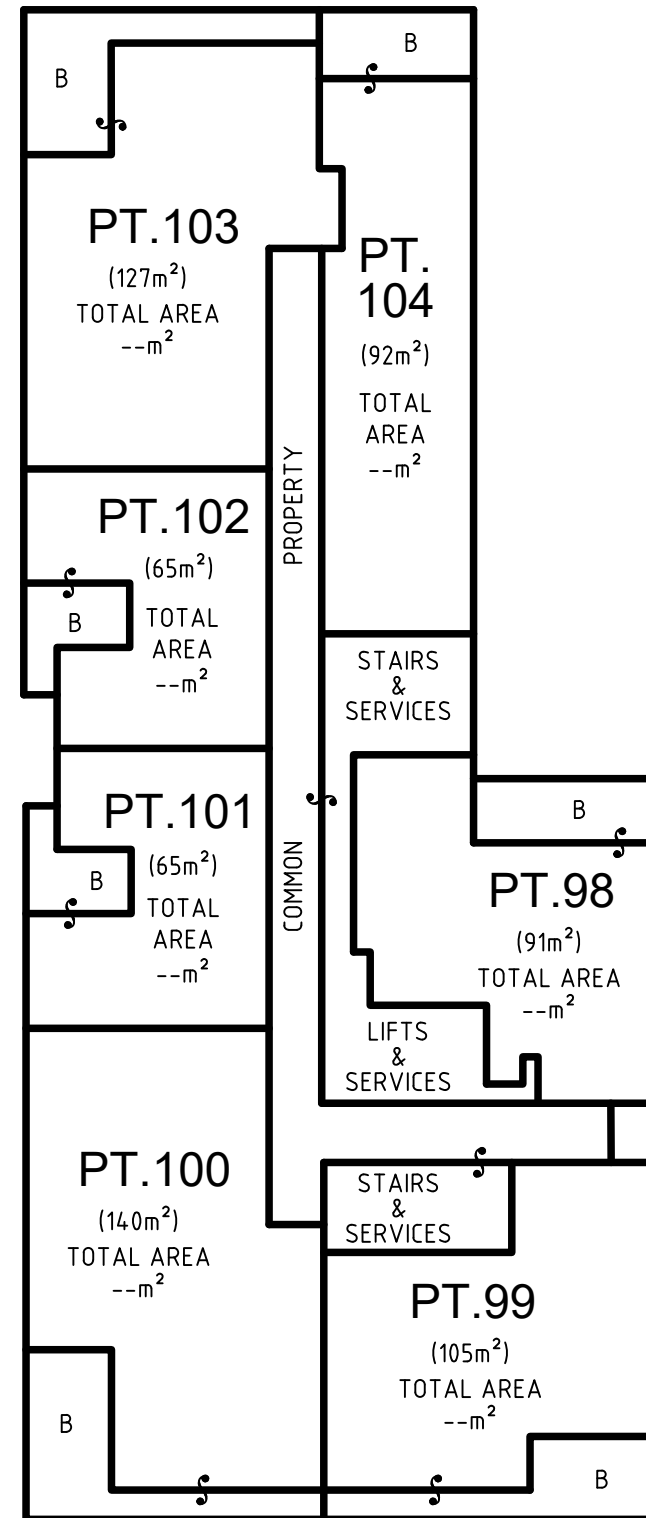
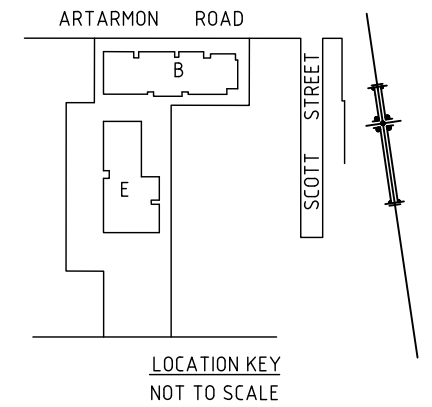
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BUILDING E
LEVEL 7

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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 CADREF CAD-A-GA-L08[AP]



LEGEND
 B BALCONY

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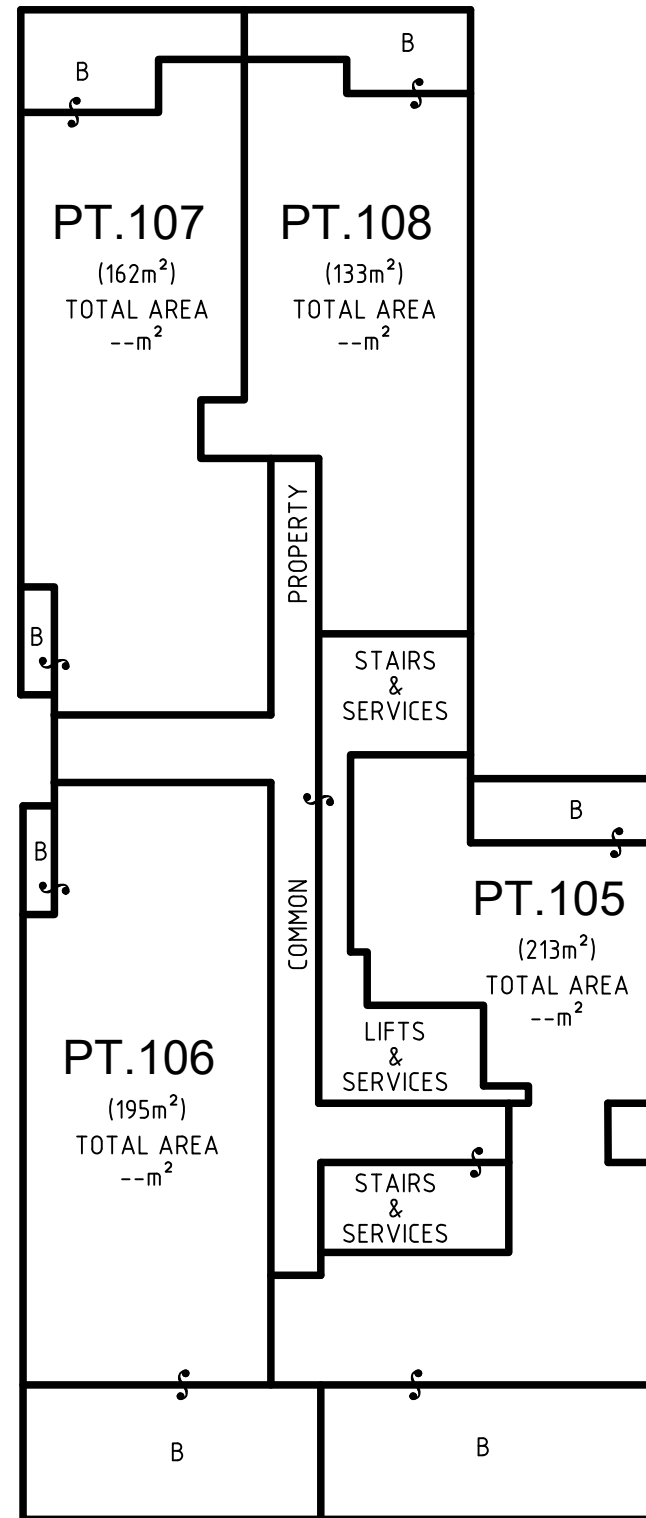
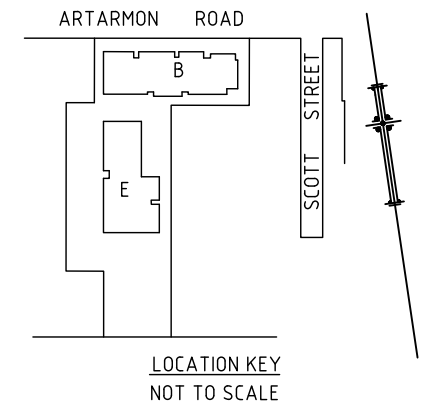
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BUILDING E
LEVEL 8

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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 CADREF CAD-A-GA-L09[AR]



LEGEND
 B BALCONY

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BUILDING E
LEVEL 9

<p>SURVEYOR Name: MARK JOHN ANDREW Date: 00 JULY 2021 Reference: 2100305 DSP LOT 3</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 3 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 3 ISSUE 04 - PRINTED 21 SEP 2021 BASEMENTS UPDATED& LOCATION PLAN ADDED</p>
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Office Use Only

Office Use Only

Registered:

DRAFT - LOT 5

ISSUE 04 - 5 DEC 2022

BLDG D LEVEL 2 - OL UPDATED
PT 15 & PT 67 - AREAS UPDATED
SPREADSHEET UPDATED - DDW

PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP

LGA: WILLOUGHBY

Locality: WILLOUGHBY

Parish: WILLOUGHBY

County: CUMBERLAND

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

Address for Service of Documents

The by-laws adopted for the scheme are:

* Model By-laws for residential schemes together with:

Keeping of animals: Option *A/*B

Smoke penetration: Option *A/*B

(see Schedule 3 Strata Schemes Management Regulation 2016)

Provide an Australian address including a postcode

* The strata by-laws lodged with the plan

Surveyor's Certificate

I, MARK JOHN ANDREW
of BEVERIDGE WILLIAMS
447 KENT STREET, SYDNEY 2000,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*(a) a public space

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

Signature:

Date:

Surveyor ID:

Surveyor's Reference: **2100305 DSP LOT 5**

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

Strata Certificate (Accredited Certifier)

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

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

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

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

Certificate Reference:.....

Relevant Planning Approval No.

Issued by:

Signature:

Date:

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Office Use Only

Office Use Only

Registered:

DRAFT - LOT 5

ISSUE 04 - 5 DEC 2022

BLDG D LEVEL 2 - OL UPDATED
PT 15 & PT 67 - AREAS UPDATED
SPREADSHEET UPDATED - DDW

VALUER'S CERTIFICATE

I, * of

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body:.....

Class of membership:.....

Membership number:.....

certify that the unit entitlements shown in the schedule herewith were apportioned on(being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: Date

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Office Use Only

Registered:

DRAFT - LOT 5

Office Use Only

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PT 15 & PT 67 - AREAS UPDATED
SPREADSHEET UPDATED - DDW

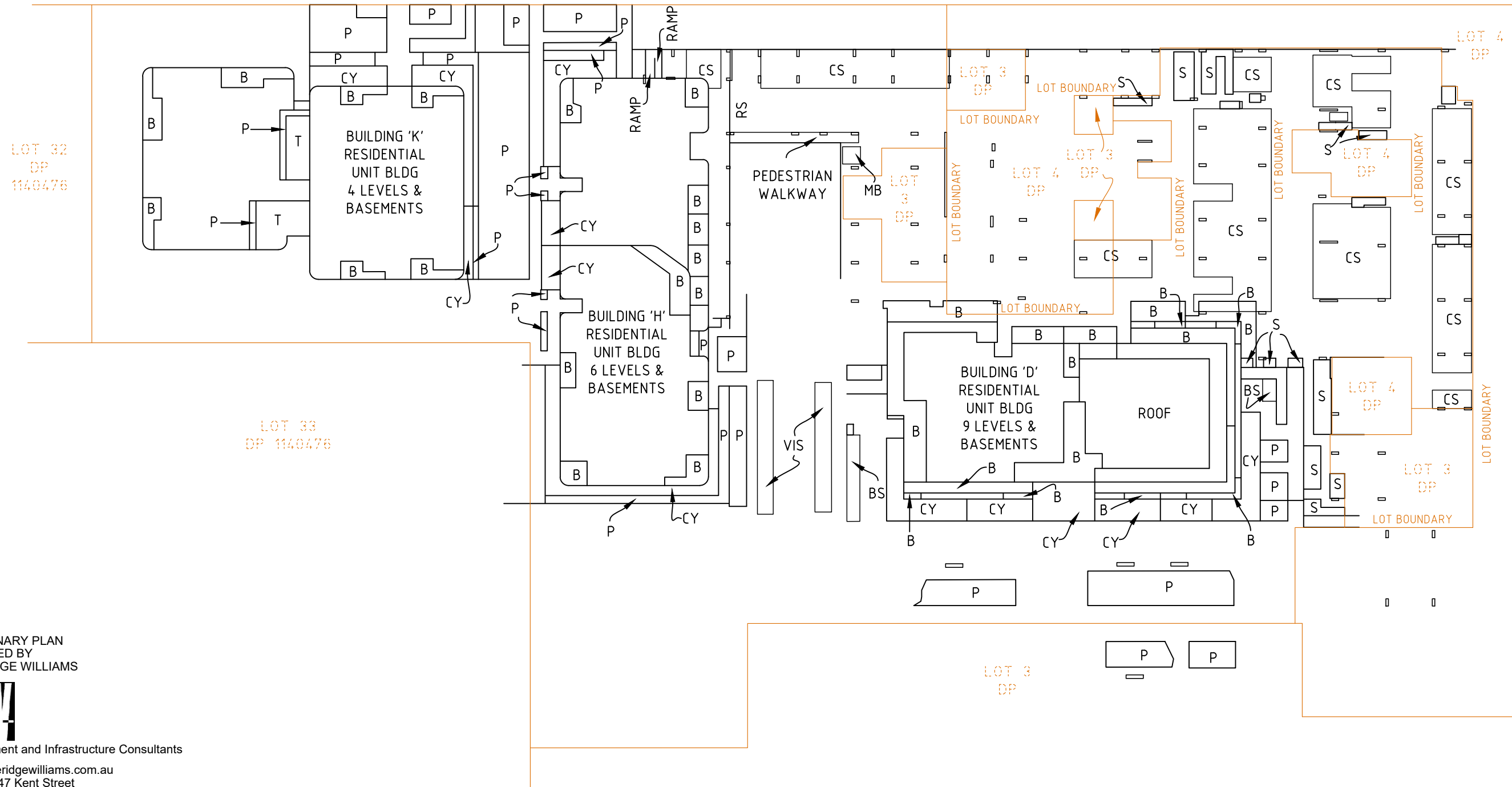
This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- 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*

RICHMOND AVENUE

ROAD

ARTARMON



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- LEGEND
- B BALCONY
 - CS CAR SPACE
 - CY COURTYARD
 - P PLANTER
 - S STORAGE SPACE
 - VIS VISITOR'S CAR SPACE

LOCATION PLAN

ADDITIONAL LOCATION PLANS FOR CAR SPACES
& STORAGE DIAGRAMS WILL BE SHOWN ON
SHEETS 4 TO 9 INCLUSIVE

SURVEYOR
Name: MARK JOHN ANDREW
Date:
Reference: 2100305 DSP LOT 5

PLAN OF SUBDIVISION OF PROPOSED
LOT 5 UNREGISTERED DP

L.G.A: WILLOUGHBY
Locality: ARTARMON
Reduction Ratio: 1:600
Lengths are in metres

Registered

DRAFT - LOT 5

ISSUE 04 - 5 DEC 2022

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PT 15 & PT 67 - AREAS UPDATED
SPREADSHEET UPDATED - DDW

LOCATION PLAN BASEMENT LEVEL 1



RICHMOND

AVENUE

ROAD

ARTARMON

32
DP
1140476

LOT 4
DP

LOT 4
DP

PT. 33
DP
1140476

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Reference: 2100305 DSP LOT 5

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LOT 5 UNREGISTERED DP**

L.G.A: WILLOUGHBY
Locality: ARTARMON
Reduction Ratio: 1:600
Lengths are in metres

Registered

DRAFT - LOT 5

ISSUE 04 - 5 DEC 2022

BLDG D LEVEL 2 - OL UPDATED
PT 15 & PT 67 - AREAS UPDATED
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LOCATION PLAN BASEMENT LEVEL 1

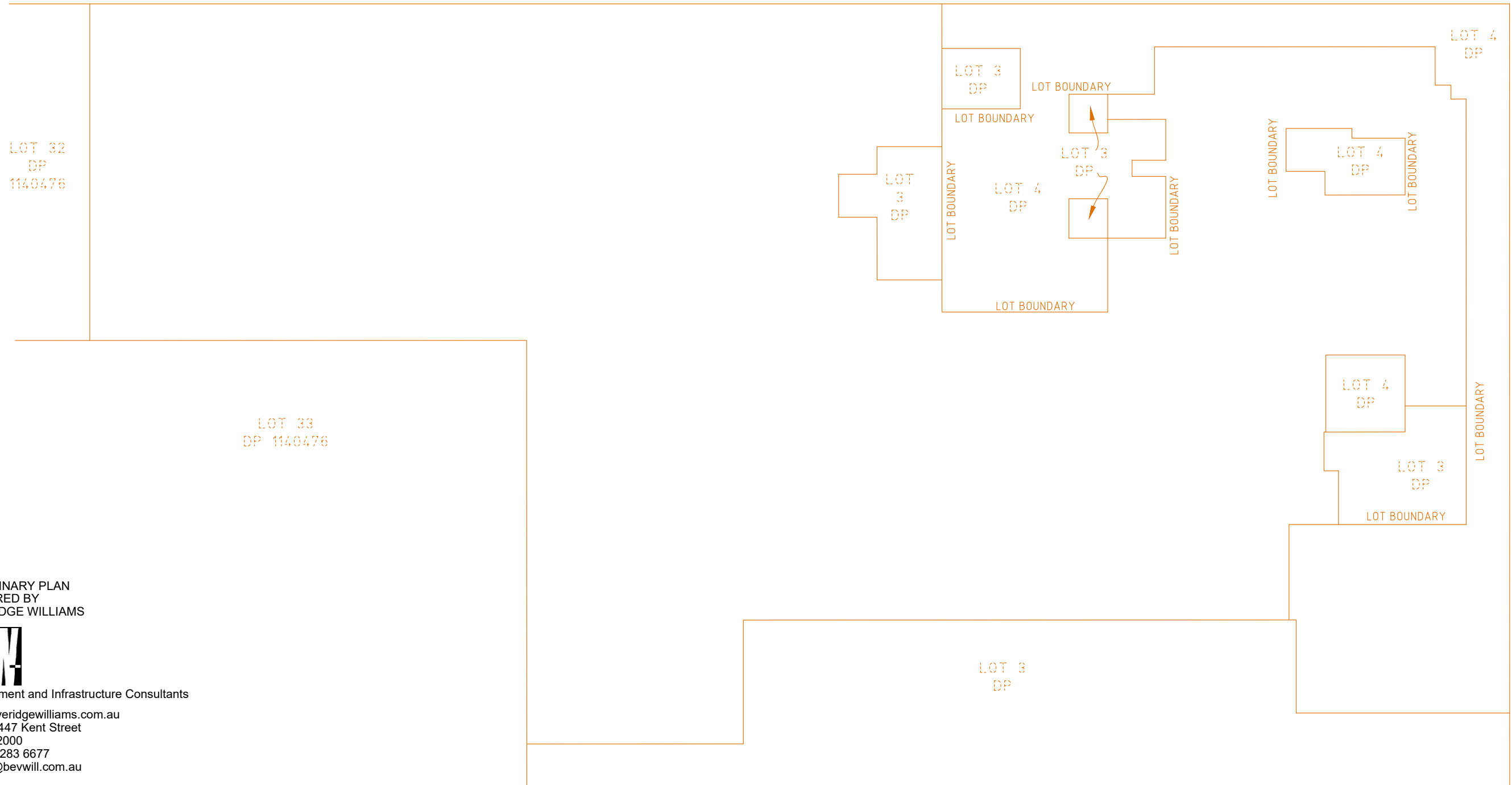


RICHMOND

AVENUE

ROAD

ARTARMON



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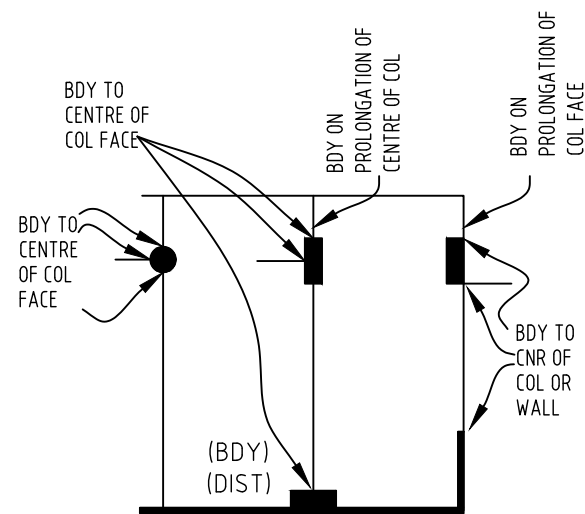
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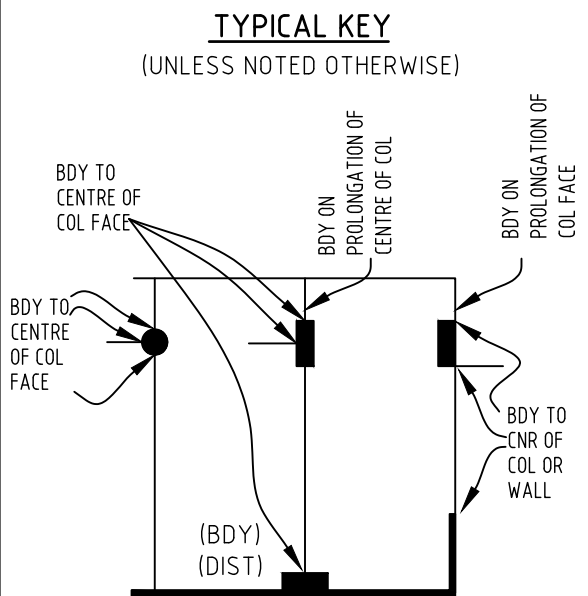
SHEET 11 ADJOINS

- LEGEND
- CP COMMON PROPERTY
 - CS CAR SPACE TO BE ALLOCATED
 - CY COURTYARD
 - P PLANTER
 - S STORAGE SPACE TO BE ALLOCATED
 - VIS VISITOR'S CAR SPACE (COMMON PROPERTY)

CAR SPACES
BASEMENT LEVEL 1

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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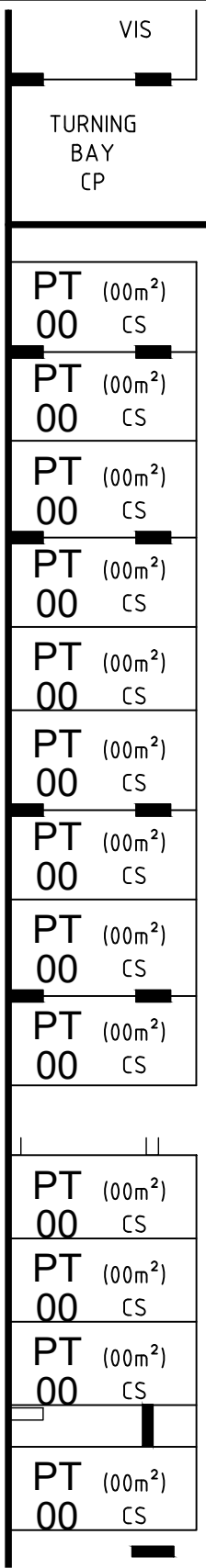
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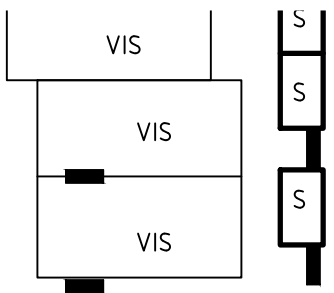
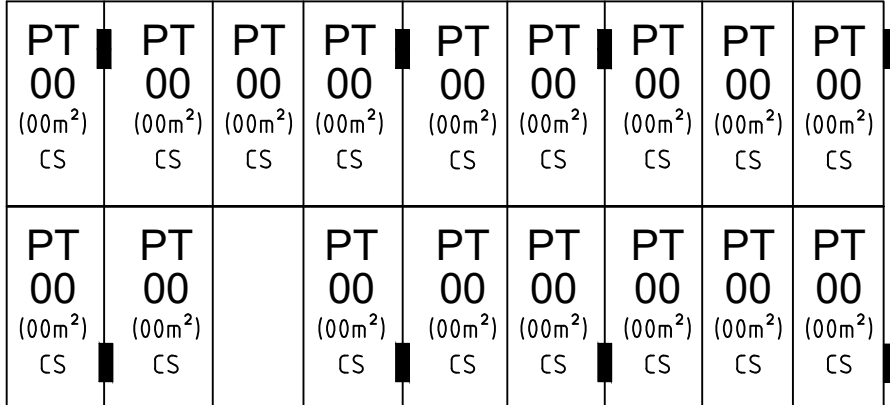
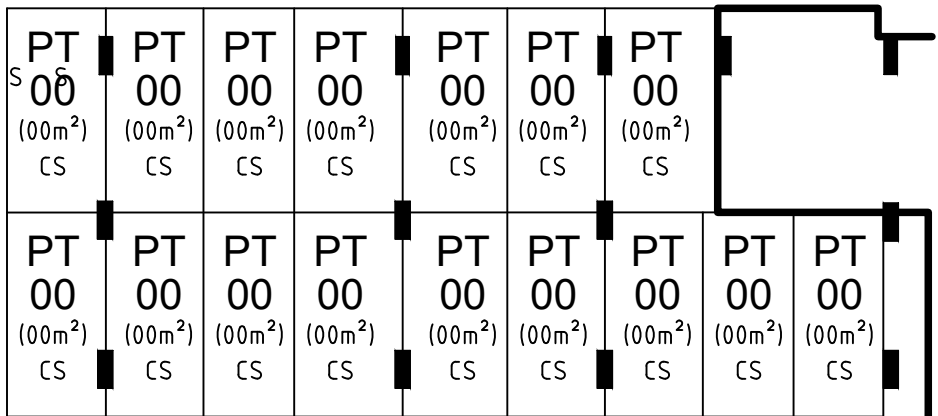


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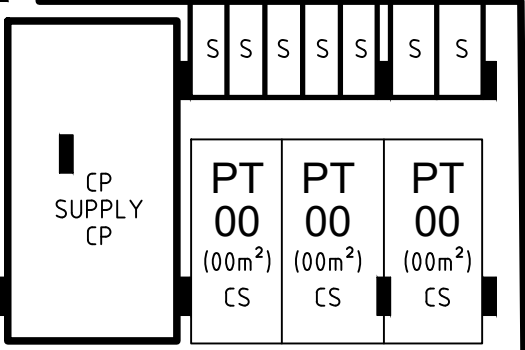
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SHEET 10 ADJOINS



ROLLER SHUTTER



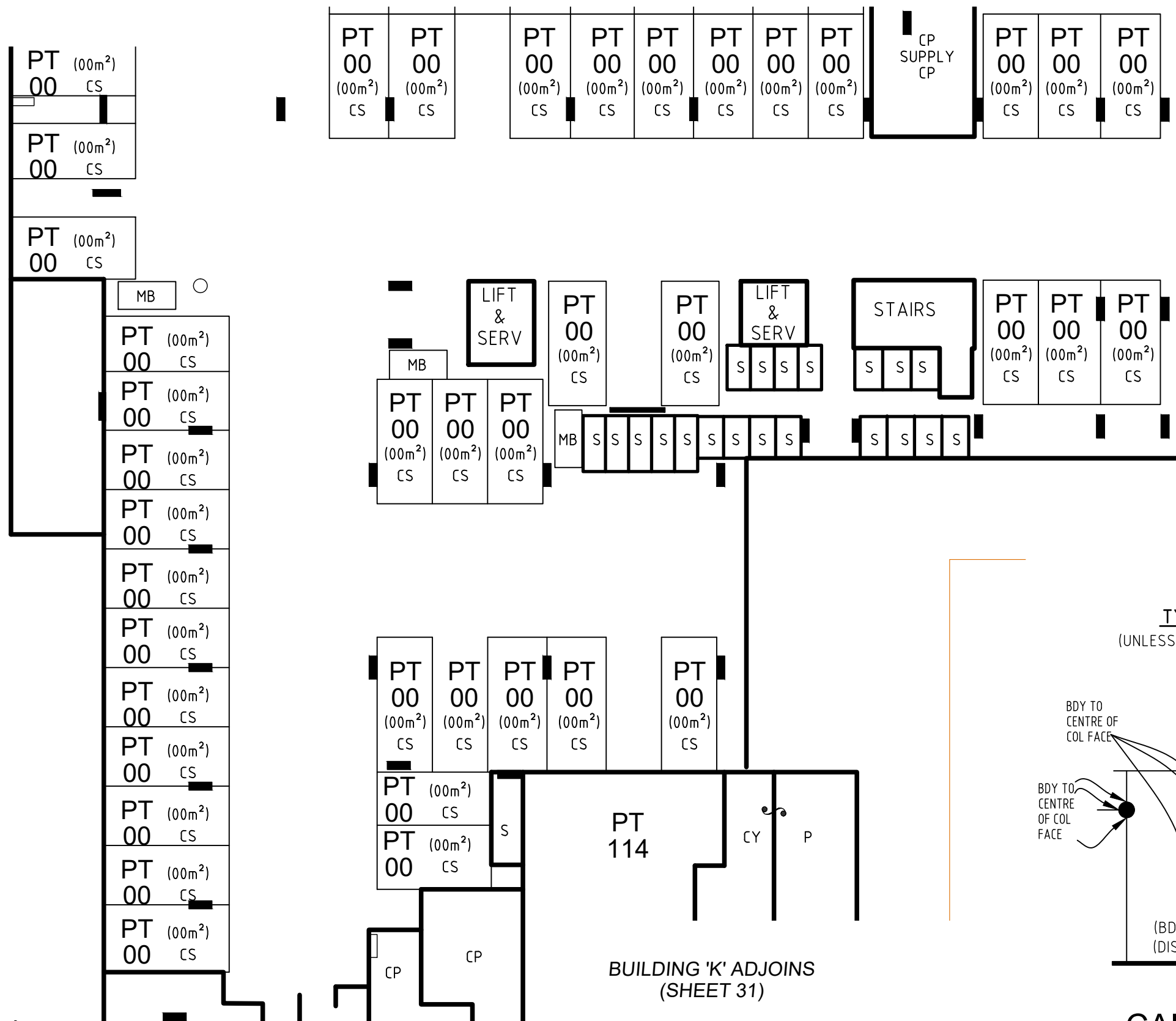
CAR SPACES
BASEMENT LEVEL 1

SHEET 12 ADJOINS

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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CADREF CAD-A-GA-L01[BX].dwg

SHEET 11 ADJOINS



- LEGEND
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PRELIMINARY PLAN
PREPARED BY
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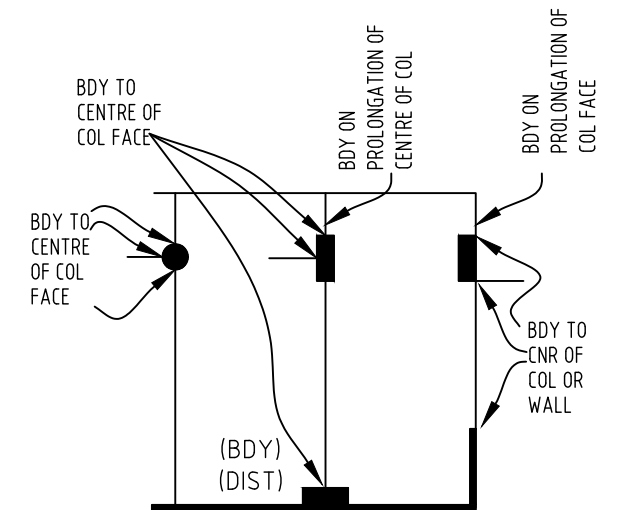


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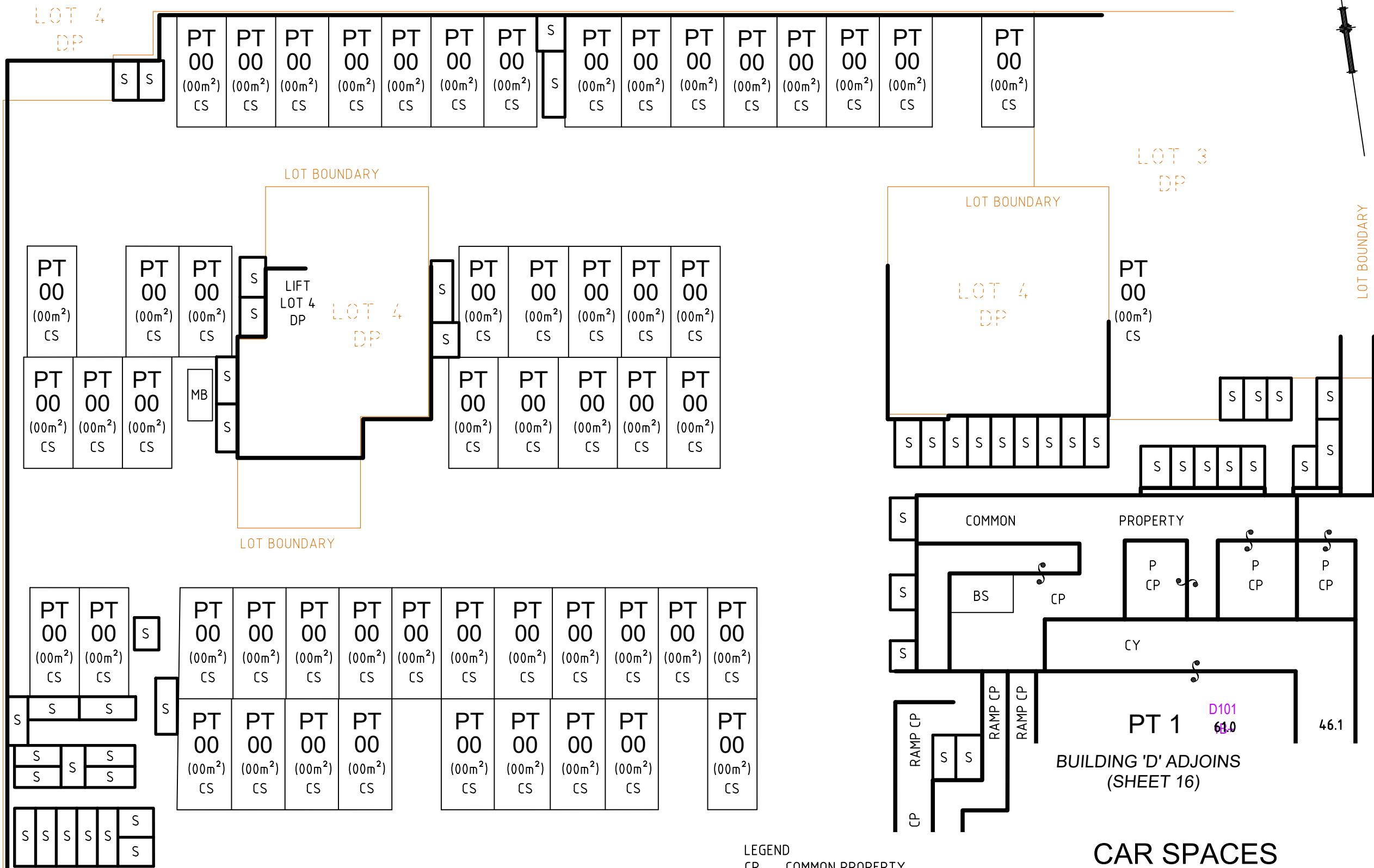
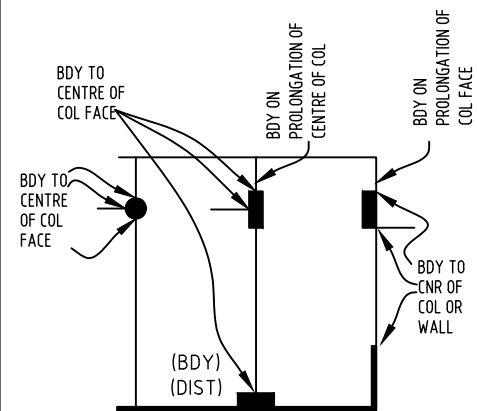


CAR SPACES
BASEMENT LEVEL 1

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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SHEET 14 ADJOINS

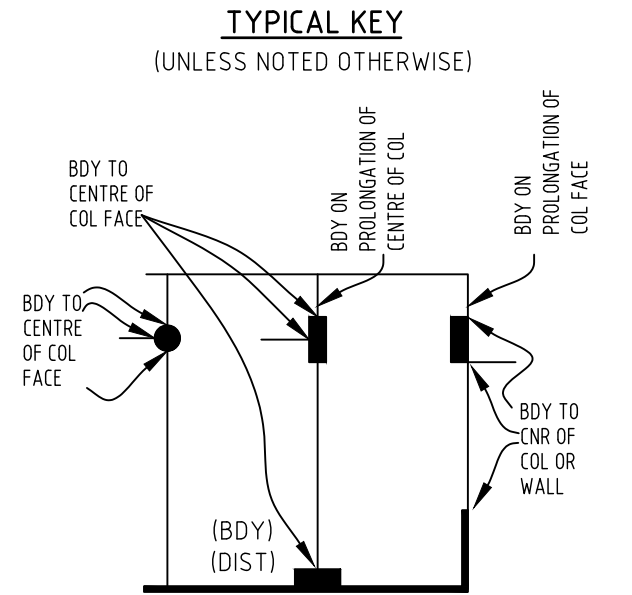
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 - S STORAGE SPACE TO BE ALLOCATED

**CAR SPACES
LEVEL 1**

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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SHEET 13 ADJOINS



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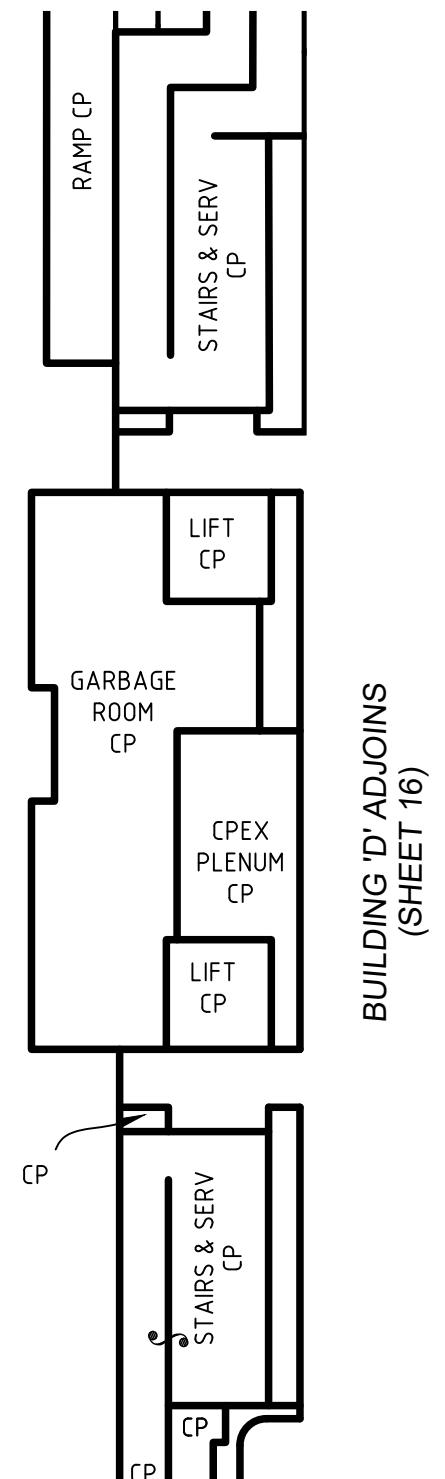
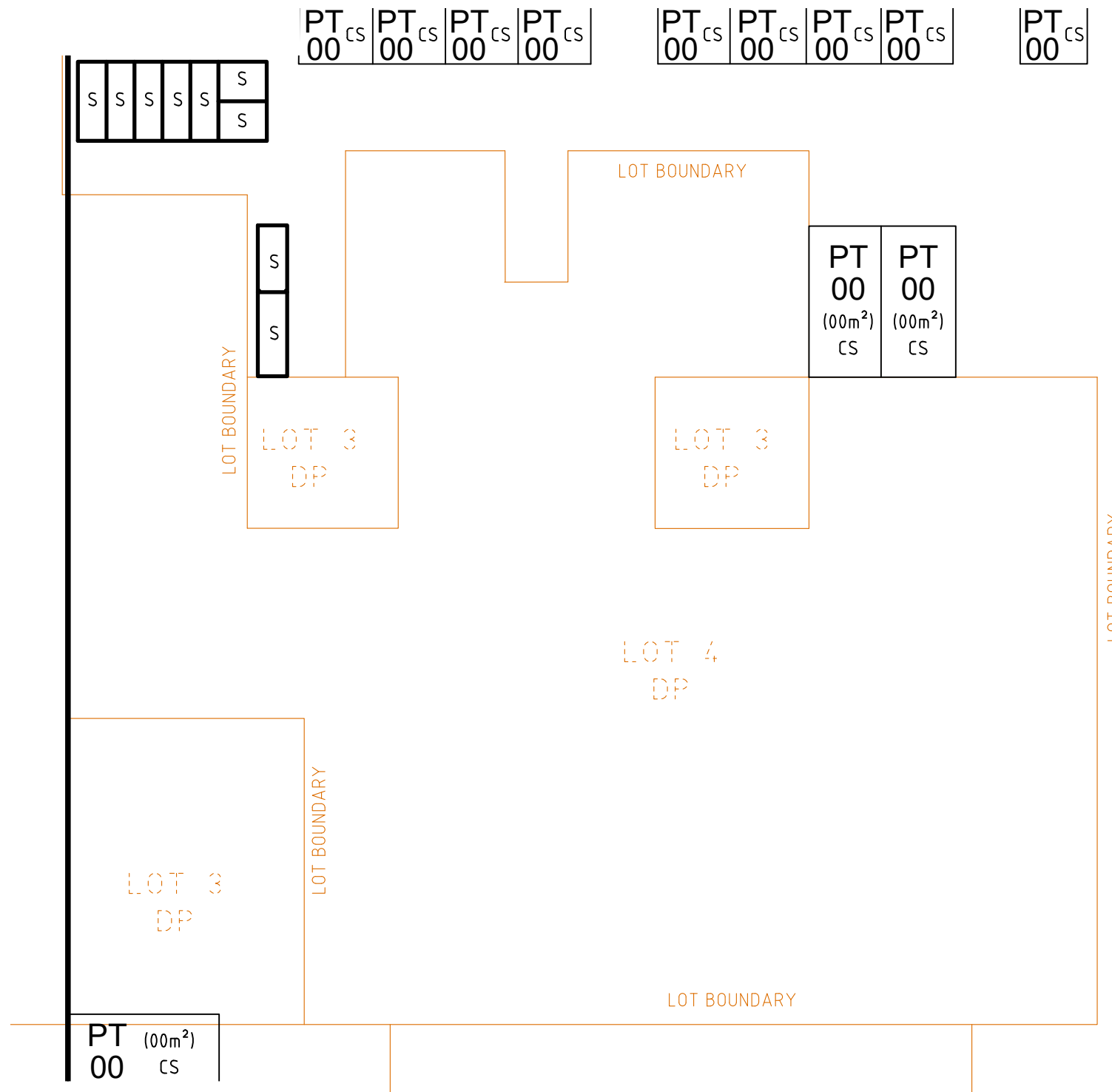
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**CAR SPACES
 LEVEL 1**

SHEET 15 ADJOINS

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 2100305 DSP LOT 5

**PLAN OF SUBDIVISION OF PROPOSED
 LOT 5 UNREGISTERED DP**

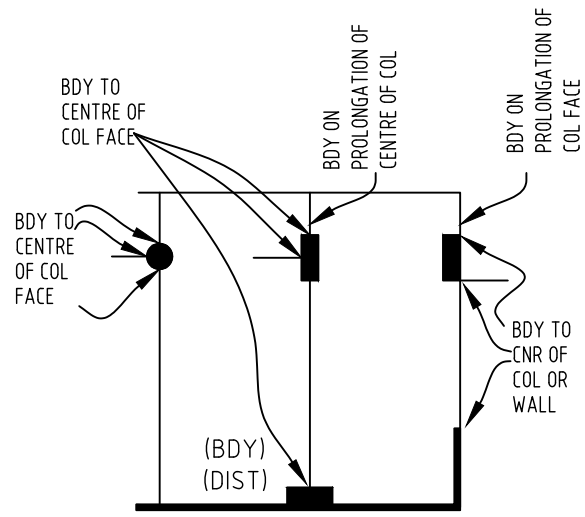
L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: 1:250
 Lengths are in metres

Registered

DRAFT - LOT 5
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 SPREADSHEET UPDATED - DDW

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 (UNLESS NOTED OTHERWISE)



- LEGEND**
- BS BIKE STORE (COMMON PROPERTY)
 - CP COMMON PROPERTY
 - CS CAR SPACE TO BE ALLOCATED
 - CY COURTYARD
 - P PLANTER
 - S STORAGE SPACE TO BE ALLOCATED

PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS



Development and Infrastructure Consultants

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 Sydney 2000
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 sydney@bevwill.com.au

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SHEET 13 ADJOINS

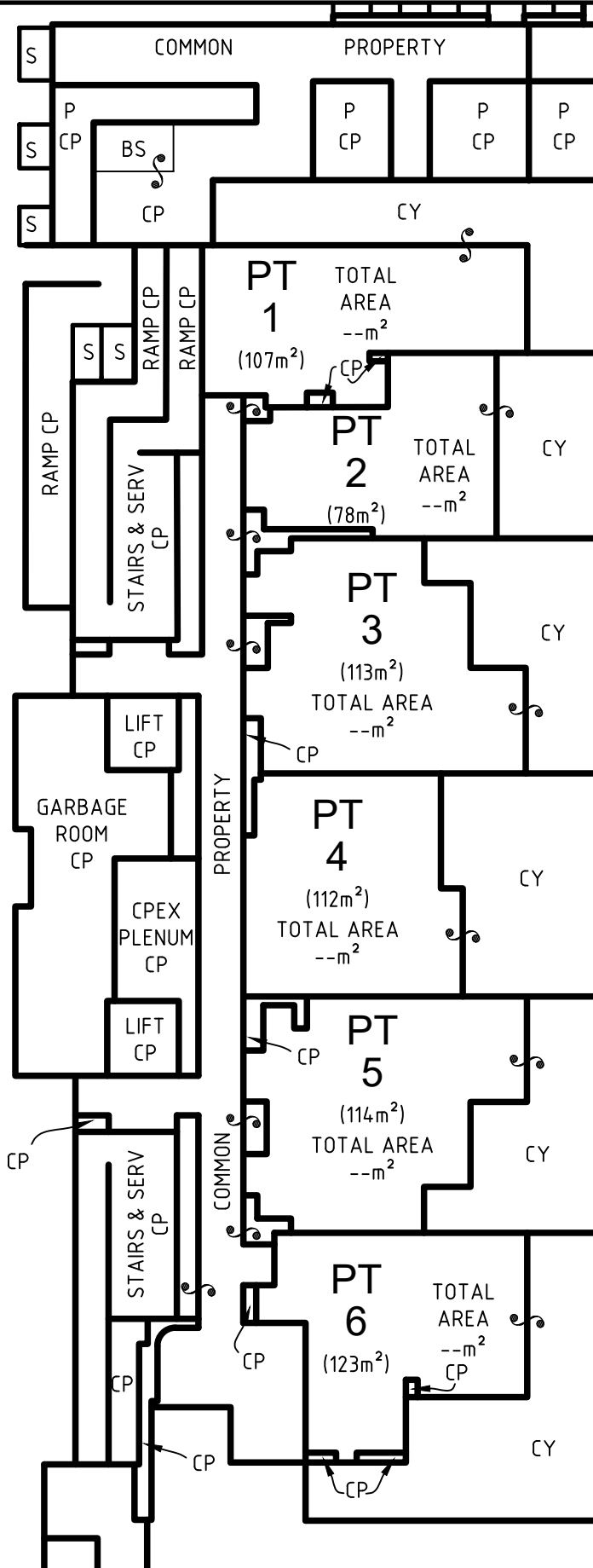
SHEET 13 ADJOINS

PT 00	PT 00
CS	CS
PT 00	PT 00
CS	CS

PT 00
CS
PT 00
CS

LOT BOUNDARY

COMMON PROPERTY



BUILDING 'K' ADJOINS
 (SHEET 32)

BUILDING D
LEVEL 1

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 2100305 DSP LOT 5

PLAN OF SUBDIVISION OF PROPOSED
 LOT 5 UNREGISTERED DP

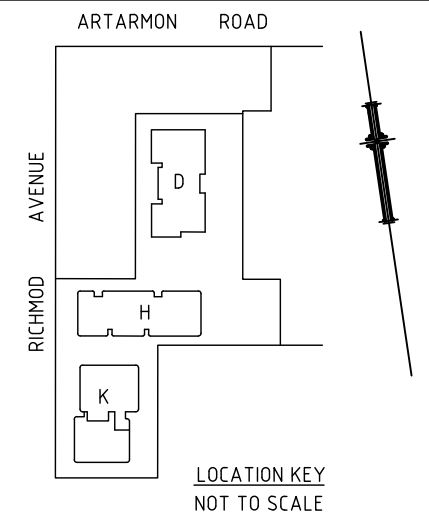
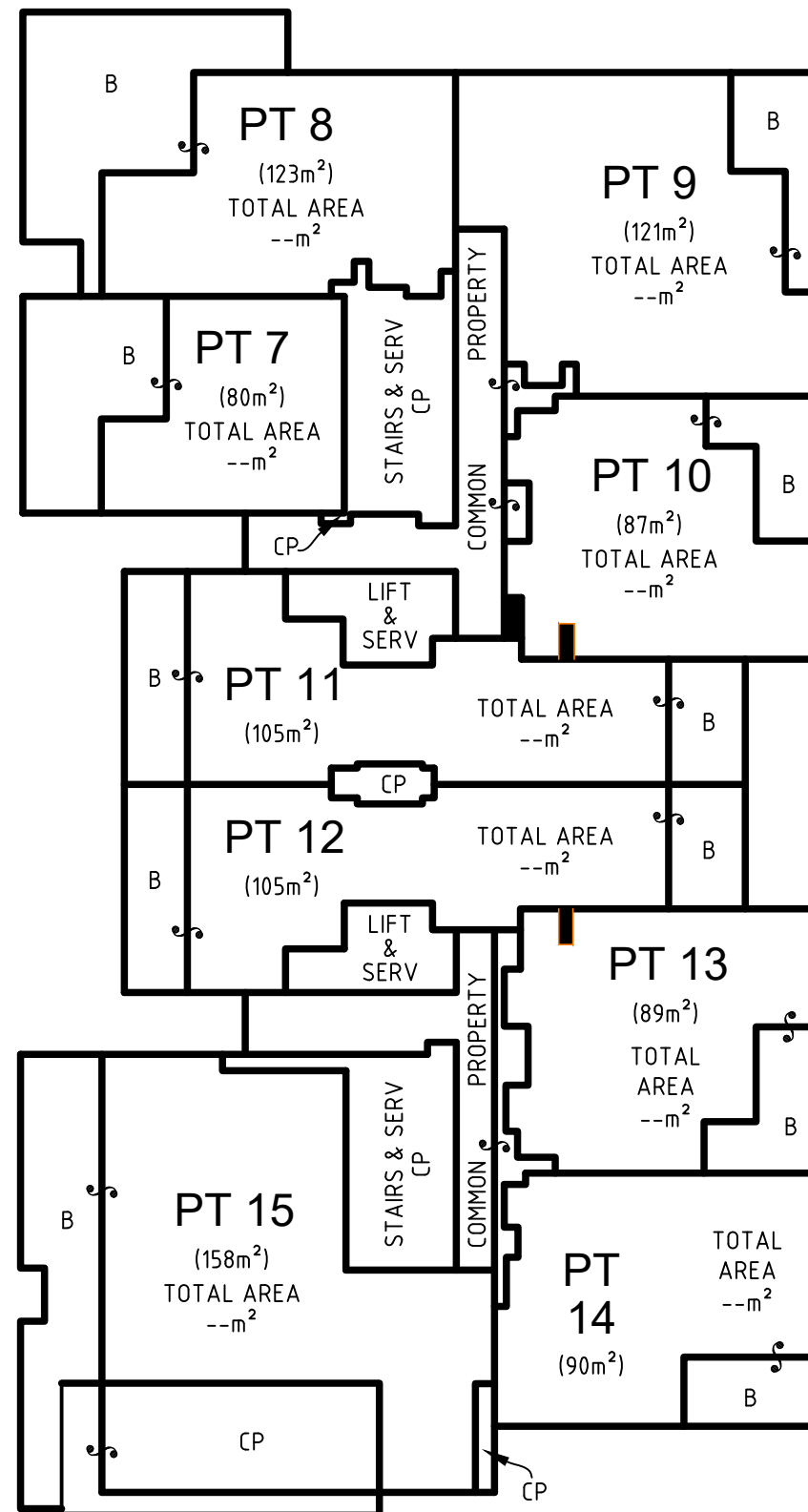
L.G.A: WILLOUGHBY
 Locality: ARTARMON
 Reduction Ratio: 1:250
 Lengths are in metres

Registered

DRAFT - LOT 5
 ISSUE 04 - 5 DEC 2022
 BLDG D LEVEL 2 - OL UPDATED
 PT 15 & PT 67 - AREAS UPDATED
 SPREADSHEET UPDATED - DDW

ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 28 NOV 2022
 CADREF CAD_A_0_L02(DB)(110).dwg

LEGEND
 B BALCONY
 CP COMMON PROPERTY



THE STRATUM OF THE BALCONIES IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR WHERE NOT COVERED WITHIN THIS LIMIT

PRELIMINARY PLAN
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 BEVERIDGE WILLIAMS



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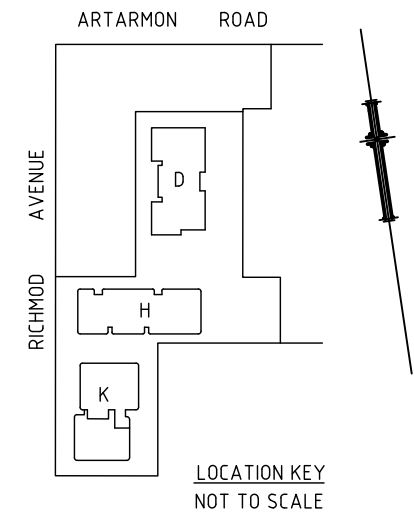
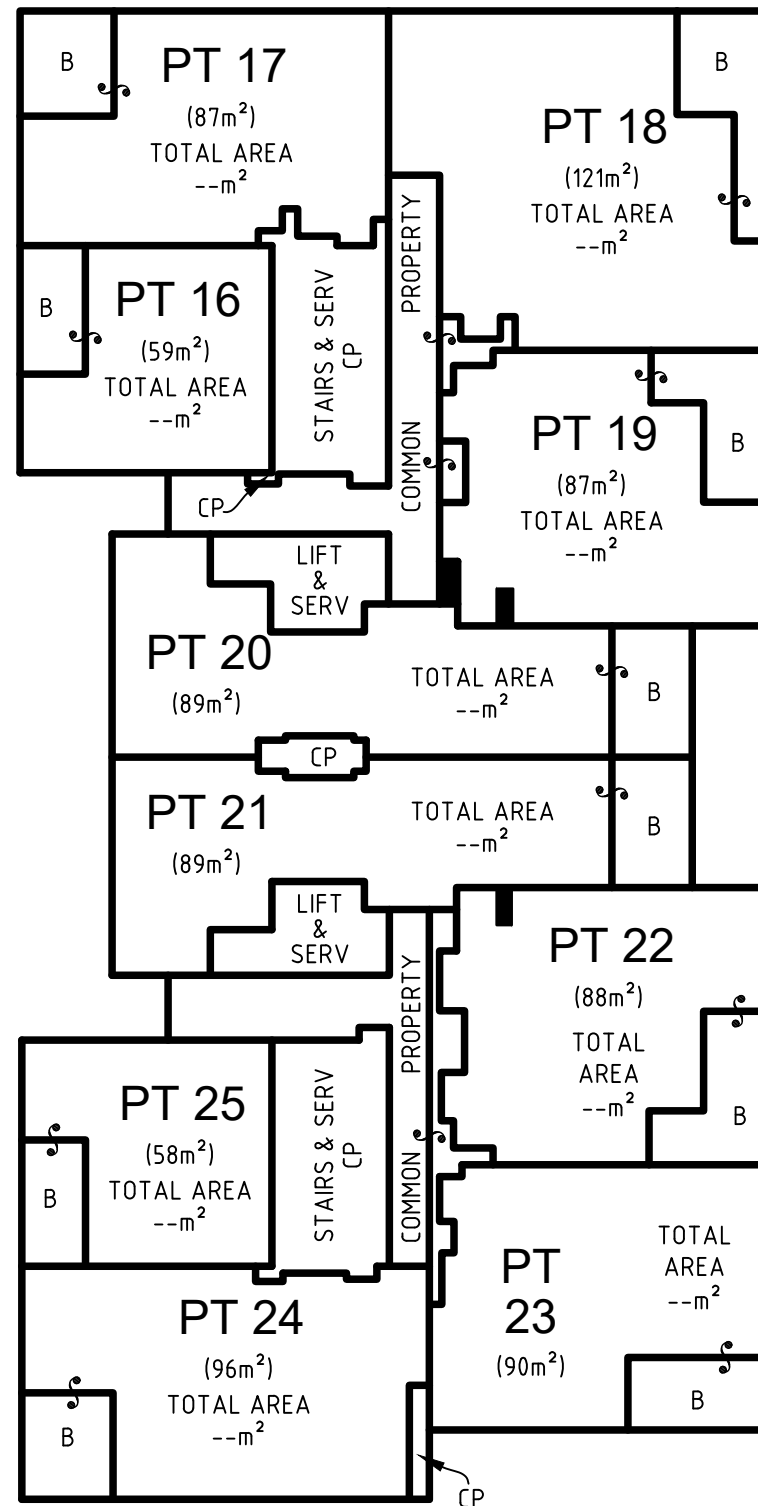
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BUILDING D
LEVEL 2

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 10 MARCH 2022
 CADREF CAD-A-GA-L03[BX].dwg

LEGEND
 B BALCONY
 CP COMMON PROPERTY



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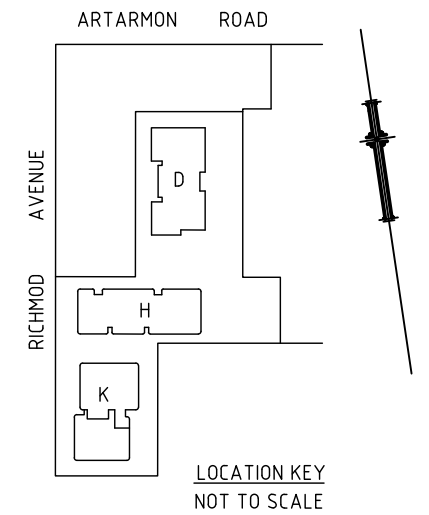
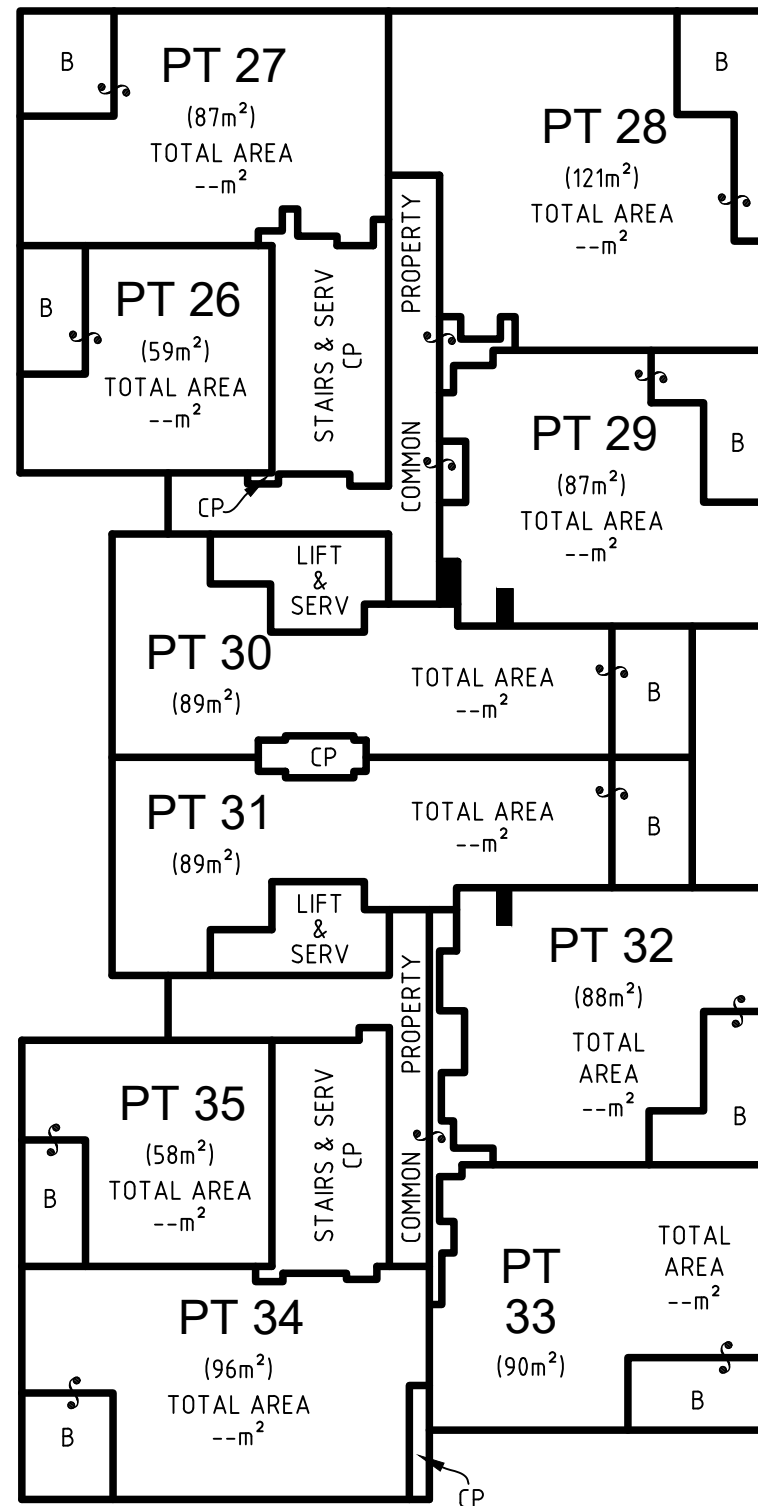
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BUILDING D
LEVEL 3

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY



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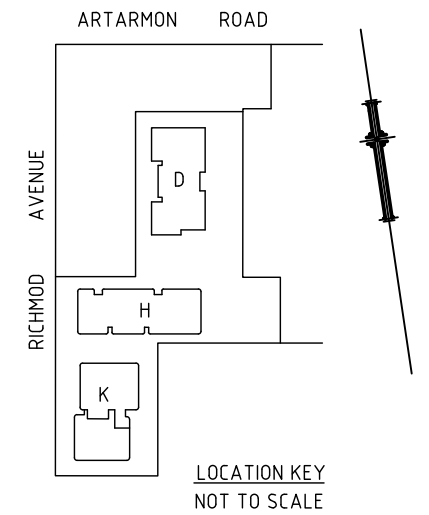
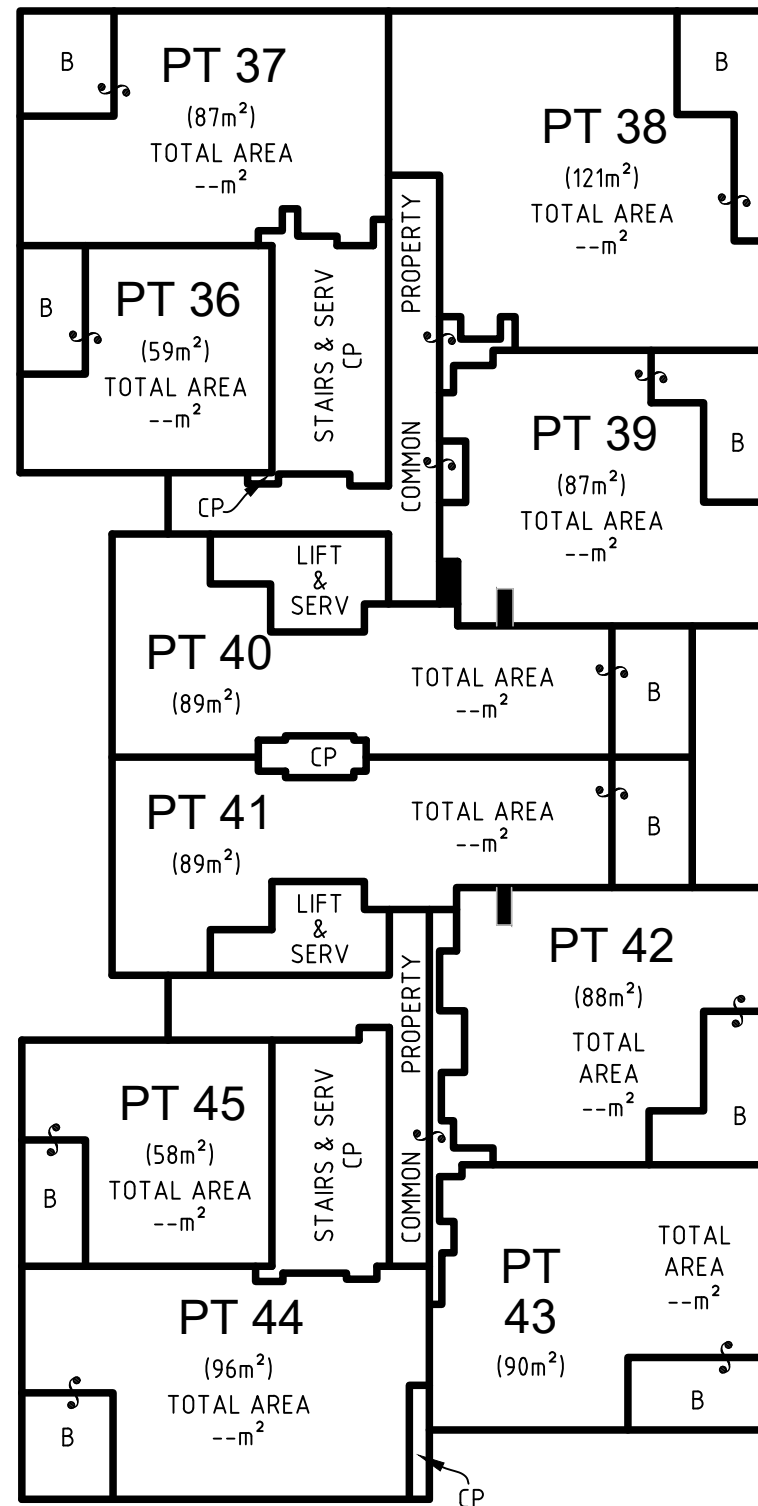
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BUILDING D
LEVEL 4

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY



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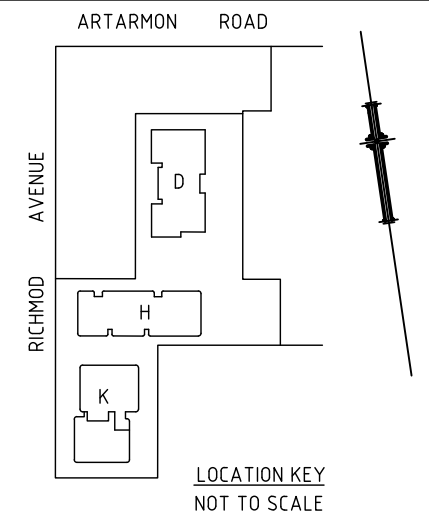
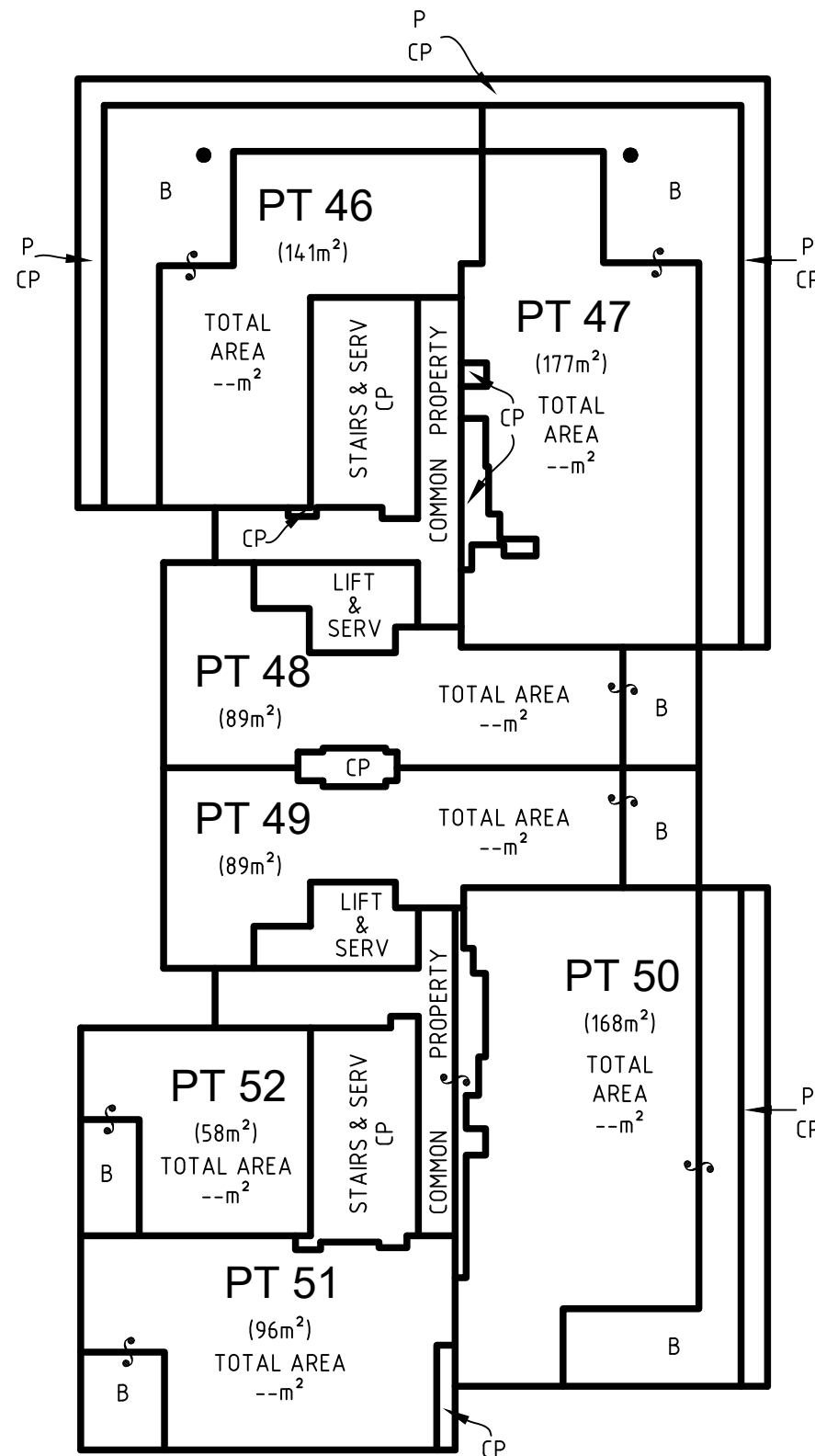
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BUILDING D
LEVEL 5

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY



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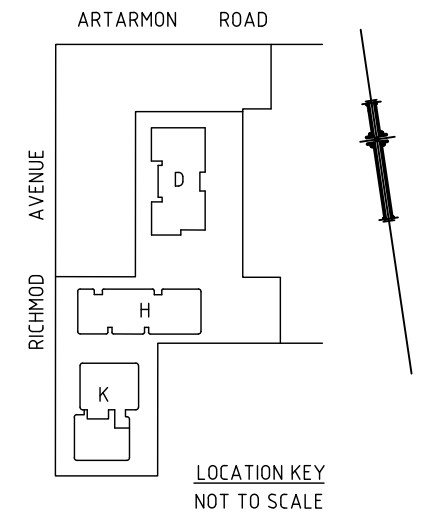
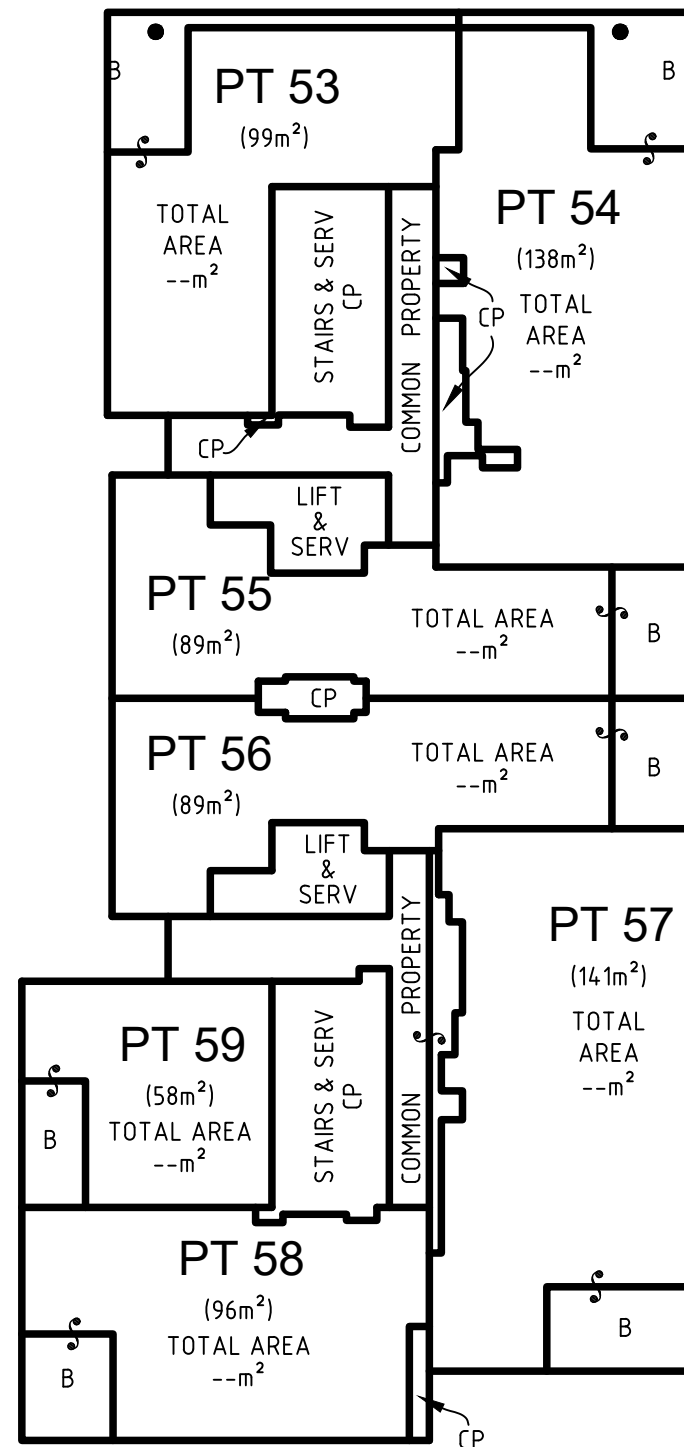
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BUILDING D
LEVEL 6

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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 CADREF CAD-A-GA-L06(BN).dwg

LEGEND
 B BALCONY
 CP COMMON PROPERTY



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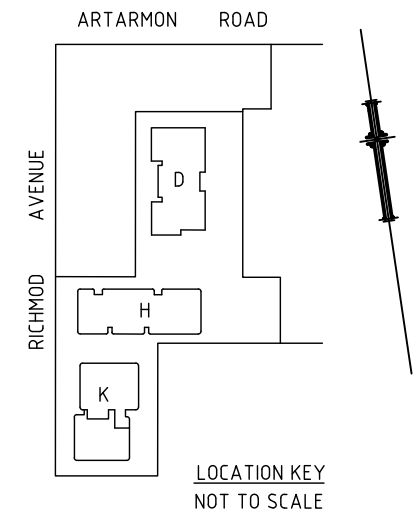
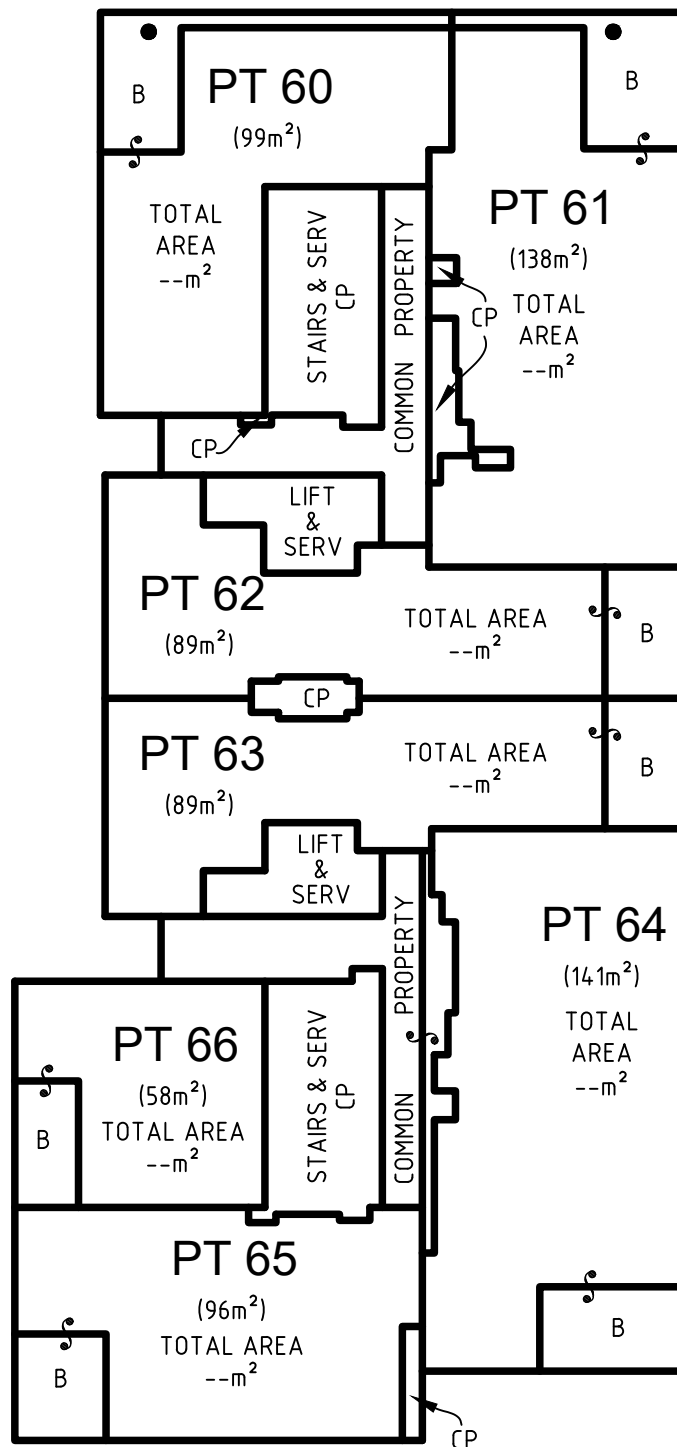
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BUILDING D
LEVEL 7

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY



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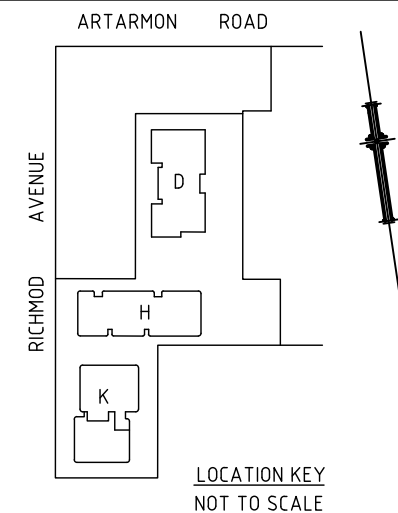
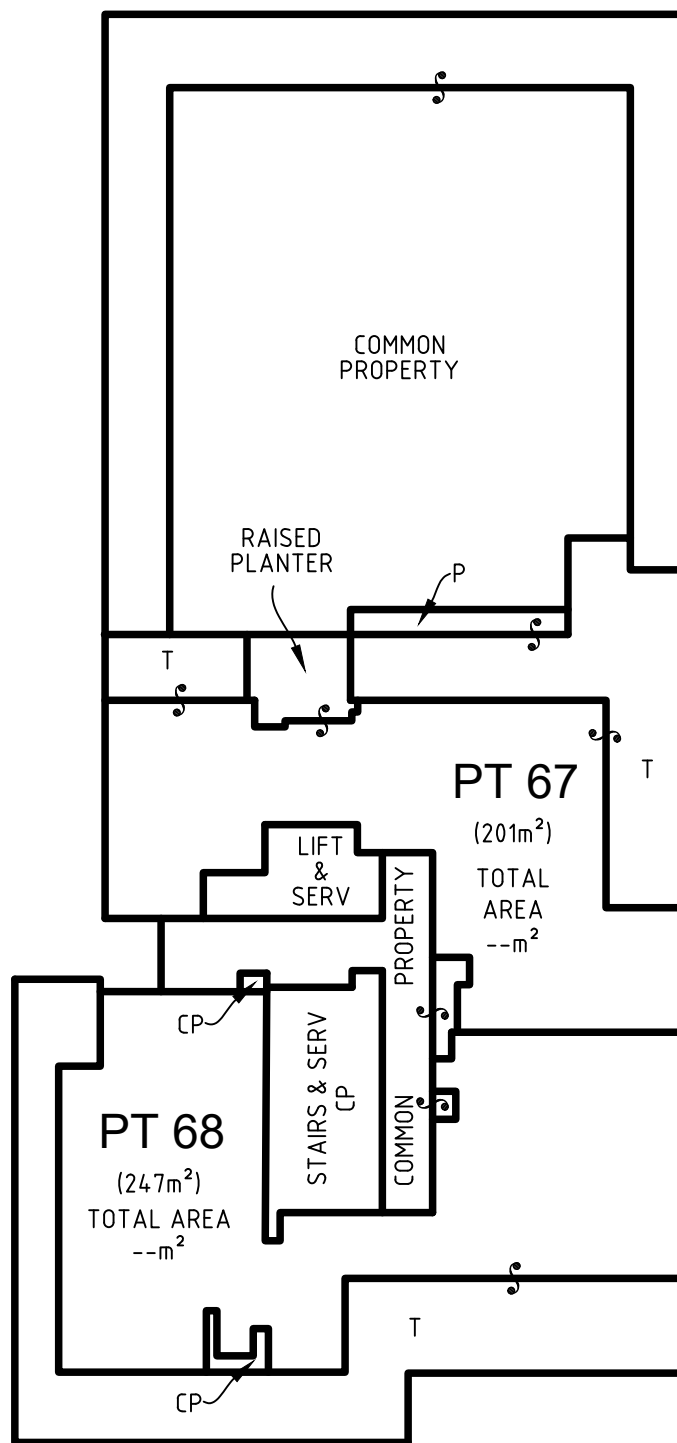
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BUILDING D
LEVEL 8

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 10 MARCH 2022
 CADREF CAD-A-GA-L06[BN].dwg

- LEGEND
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER
 T TERRACE



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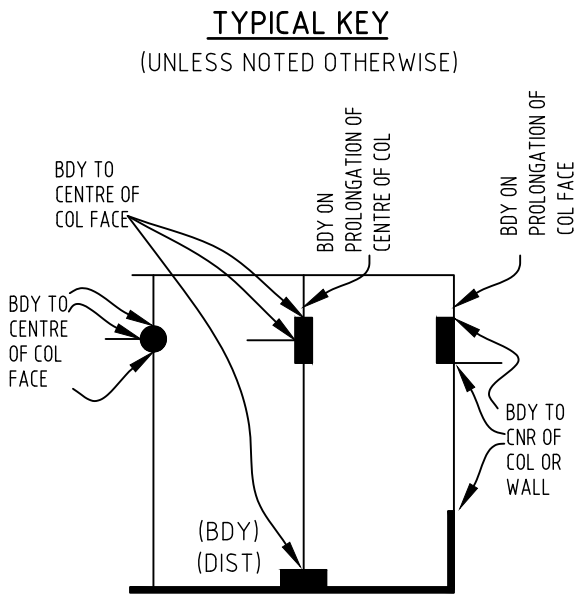
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BUILDING D
LEVEL 9

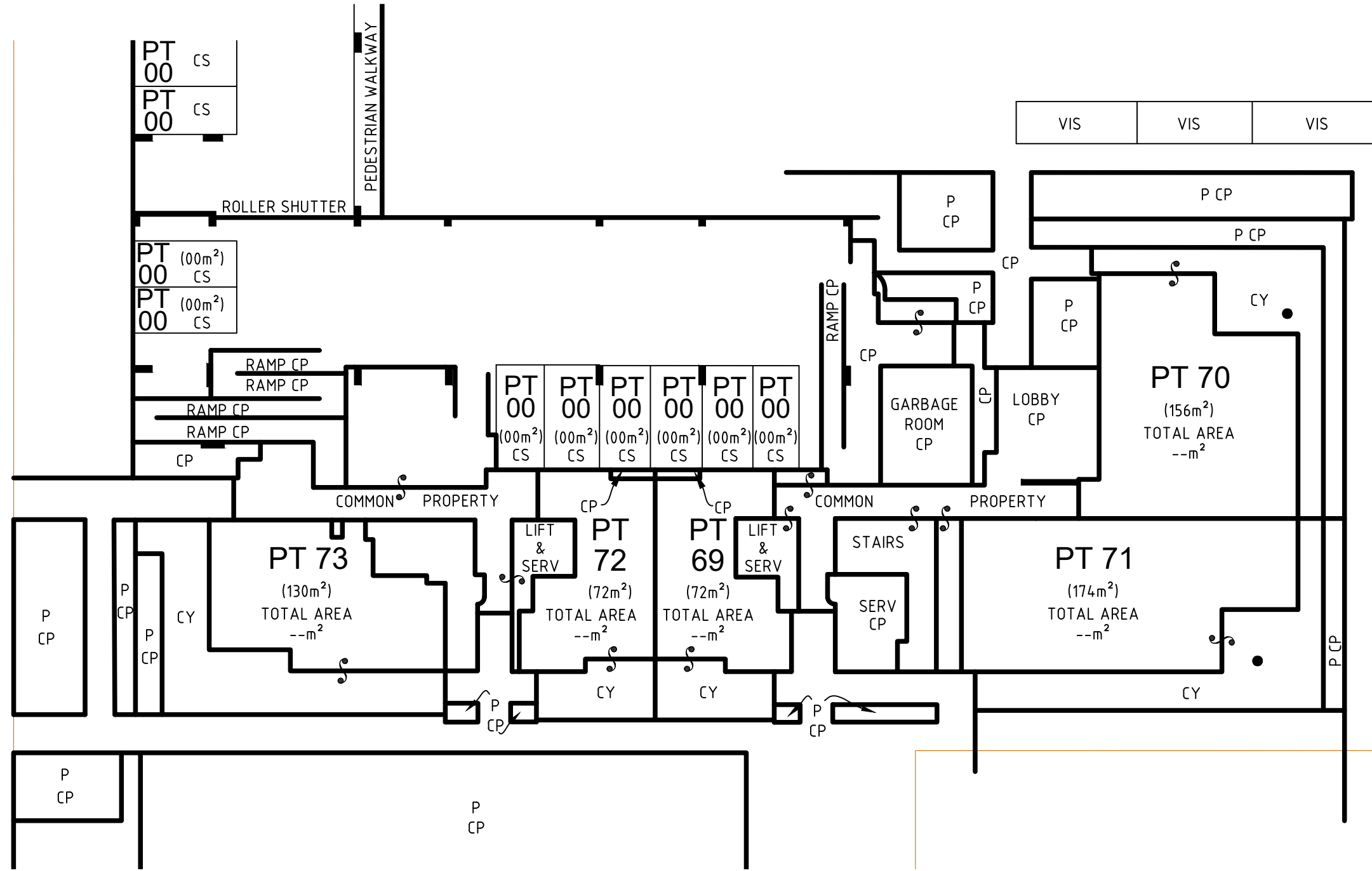
<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 3 PRINTED 23 MAY 2022 PLANS & AREA SCHEDULE UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 10 MARCH 2022
 CADREF CAD-A-GA-L01[BX].dwg

BUILDING 'D' ADJOINS
 (SHEET 16)



- LEGEND**
- CP COMMON PROPERTY
 - CS CAR SPACE TO BE ALLOCATED
 - CY COURTYARD
 - P PLANTER
 - S STORAGE SPACE TO BE ALLOCATED
 - VIS VISITOR'S CAR SPACE (COMMON PROPERTY)



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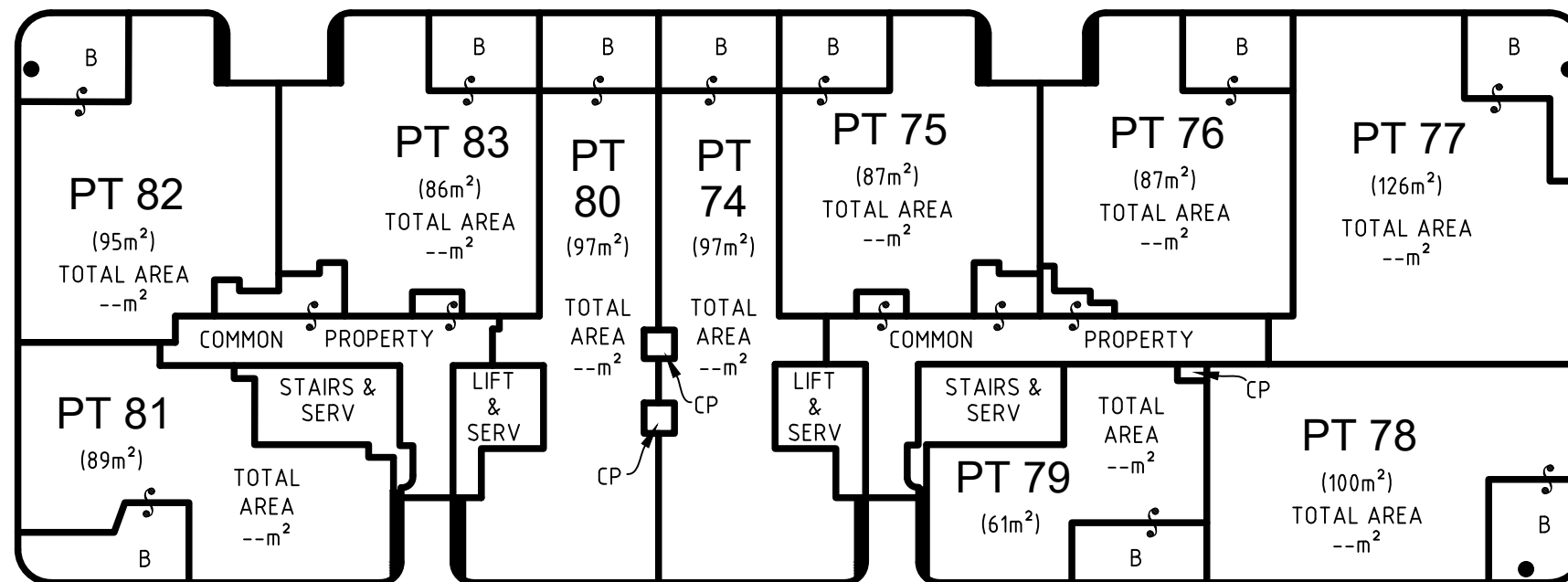
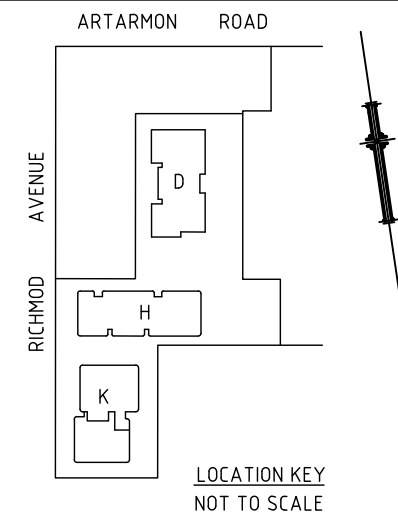
BUILDING 'K' ADJOINS
 (SHEET 32)

BUILDING H
LEVEL 1

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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LEGEND
 B BALCONY
 CP COMMON PROPERTY



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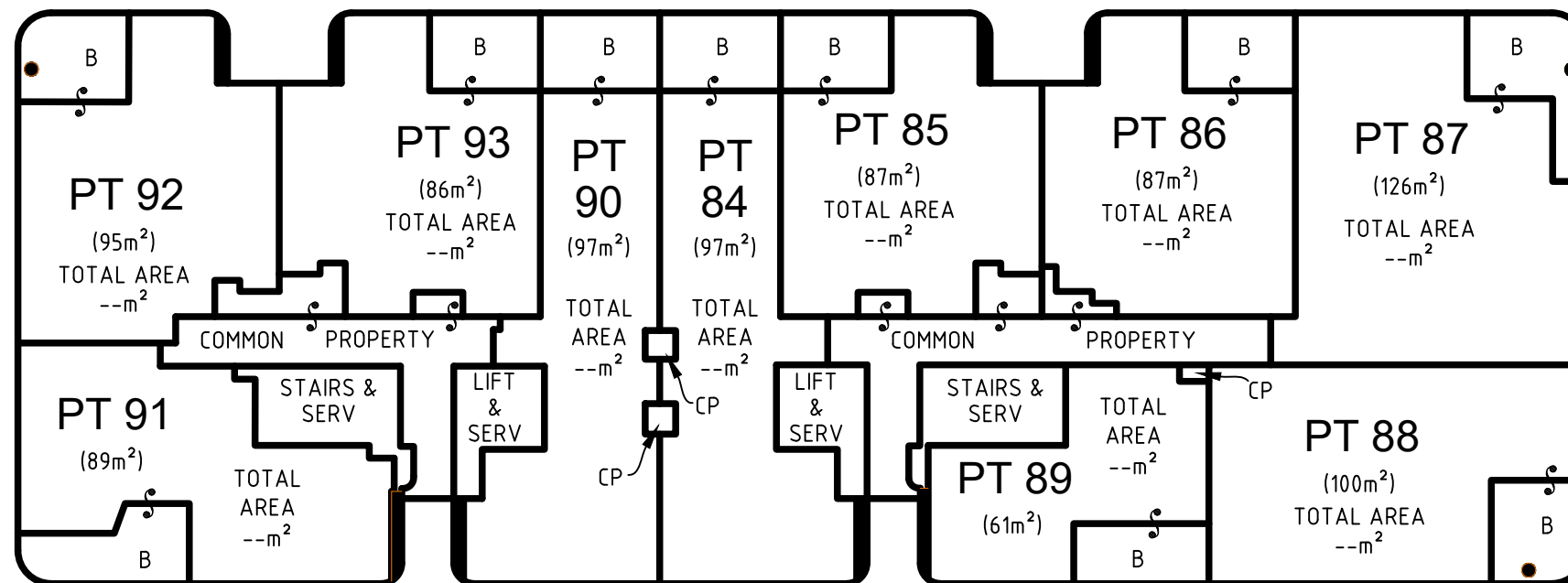
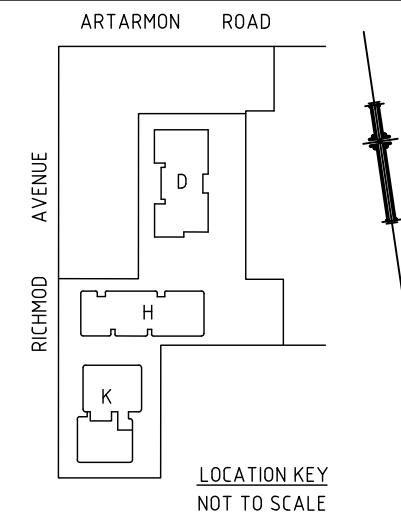
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BUILDING H
LEVEL 2

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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LEGEND
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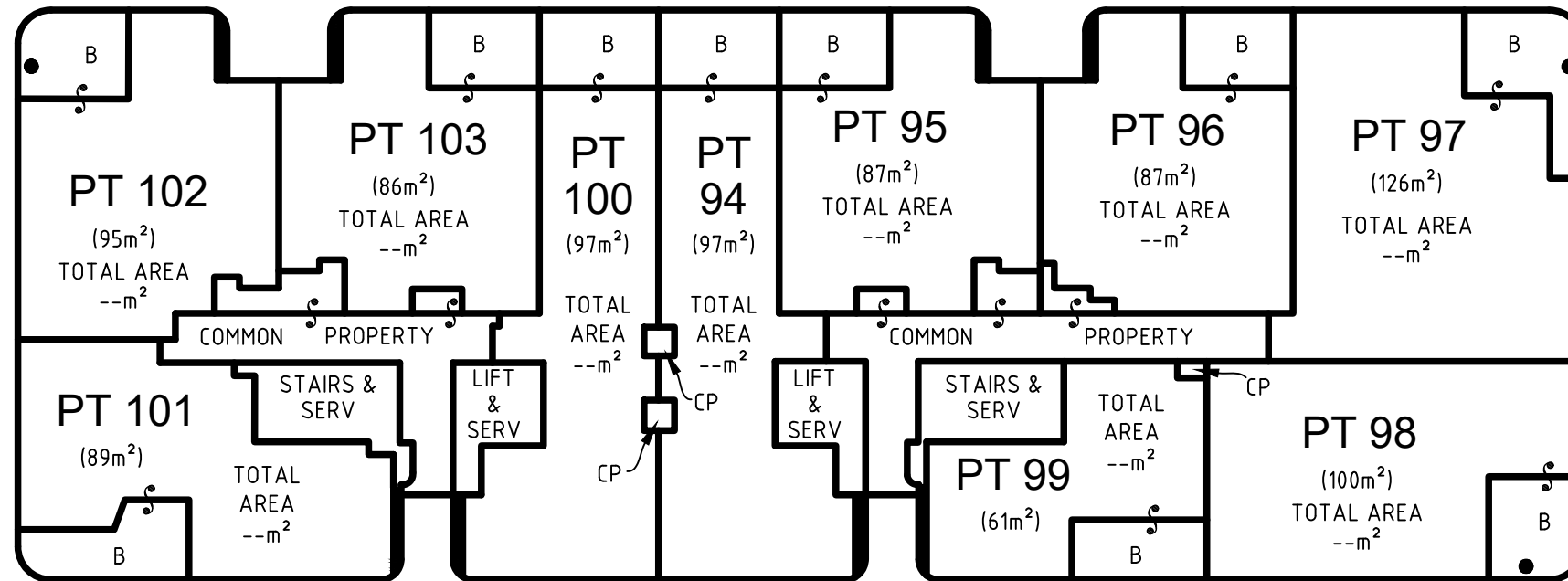
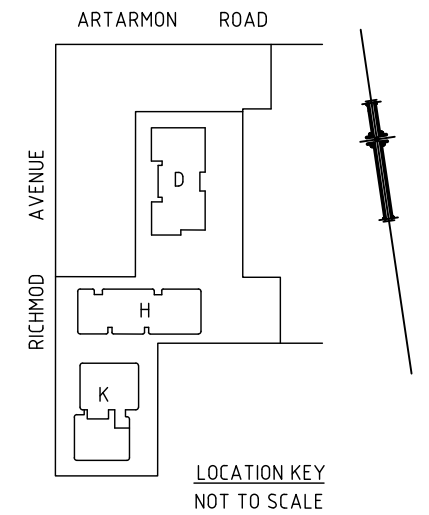
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BUILDING H
LEVEL 3

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LEGEND
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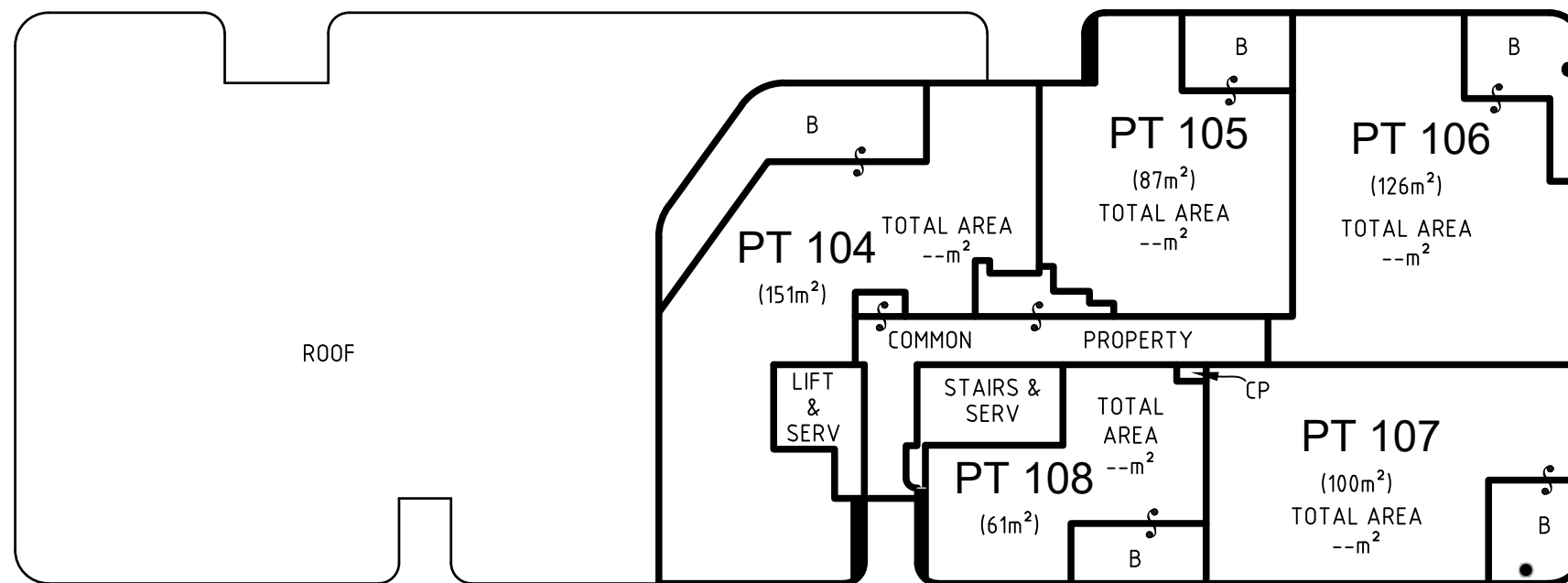
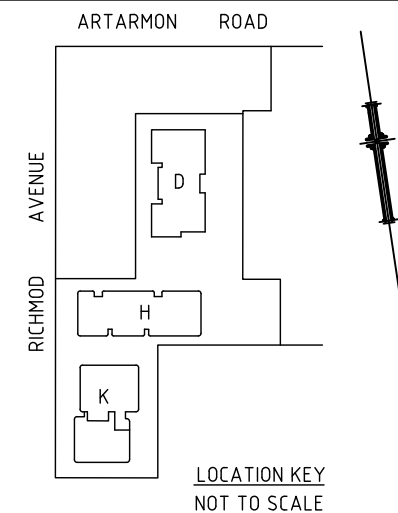
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BUILDING H
LEVEL 4

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LEGEND
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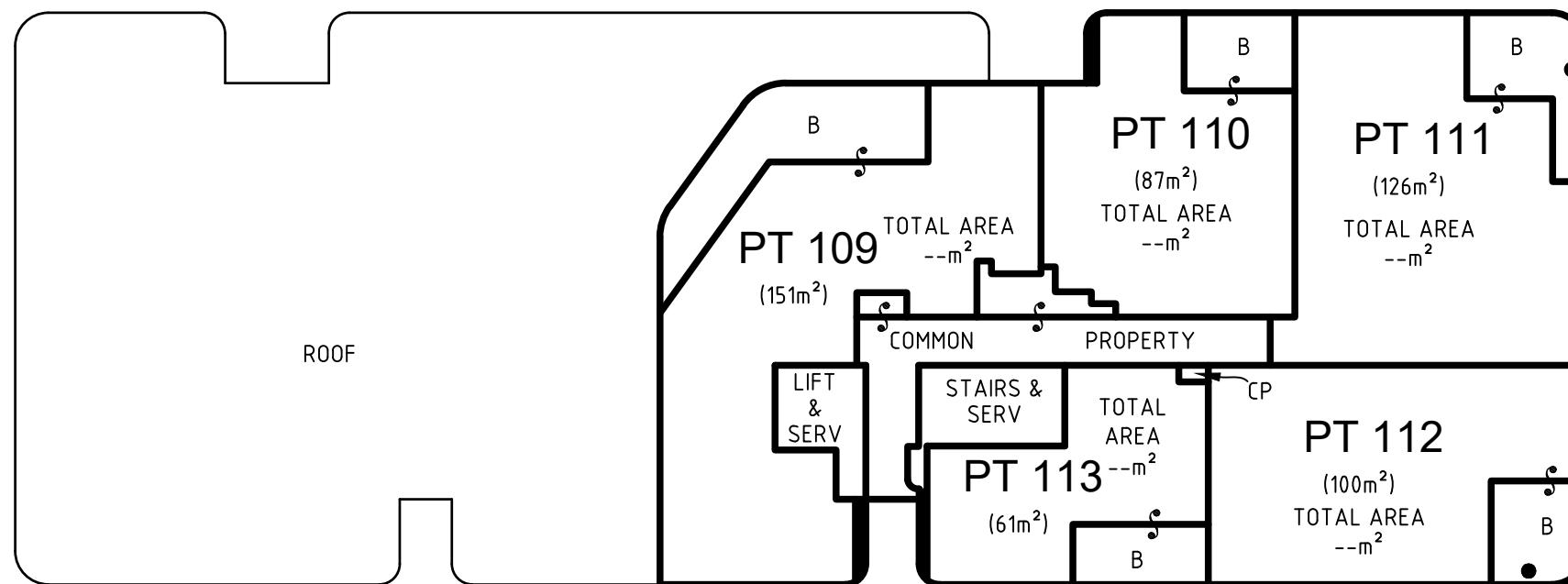
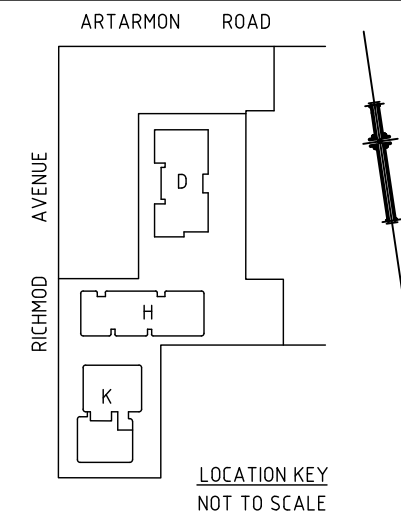
THE STRATUM OF THE BALCONIES IS LIMITED TO 2.5 METRES
 ABOVE THE UPPER SURFACE OF ITS FLOOR WHERE NOT
 COVERED WITHIN THIS LIMIT

BUILDING H
LEVEL 5

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 10 MARCH 2022
 CADREF CAD-A-GA-L06[BN].dwg

LEGEND
 B BALCONY
 CP COMMON PROPERTY



PRELIMINARY PLAN
 PREPARED BY
 BEVERIDGE WILLIAMS



Development and Infrastructure Consultants

www.beveridgewilliams.com.au
 Level 5, 447 Kent Street
 Sydney 2000
 Tel. 02 9283 6677
 sydney@bevwill.com.au

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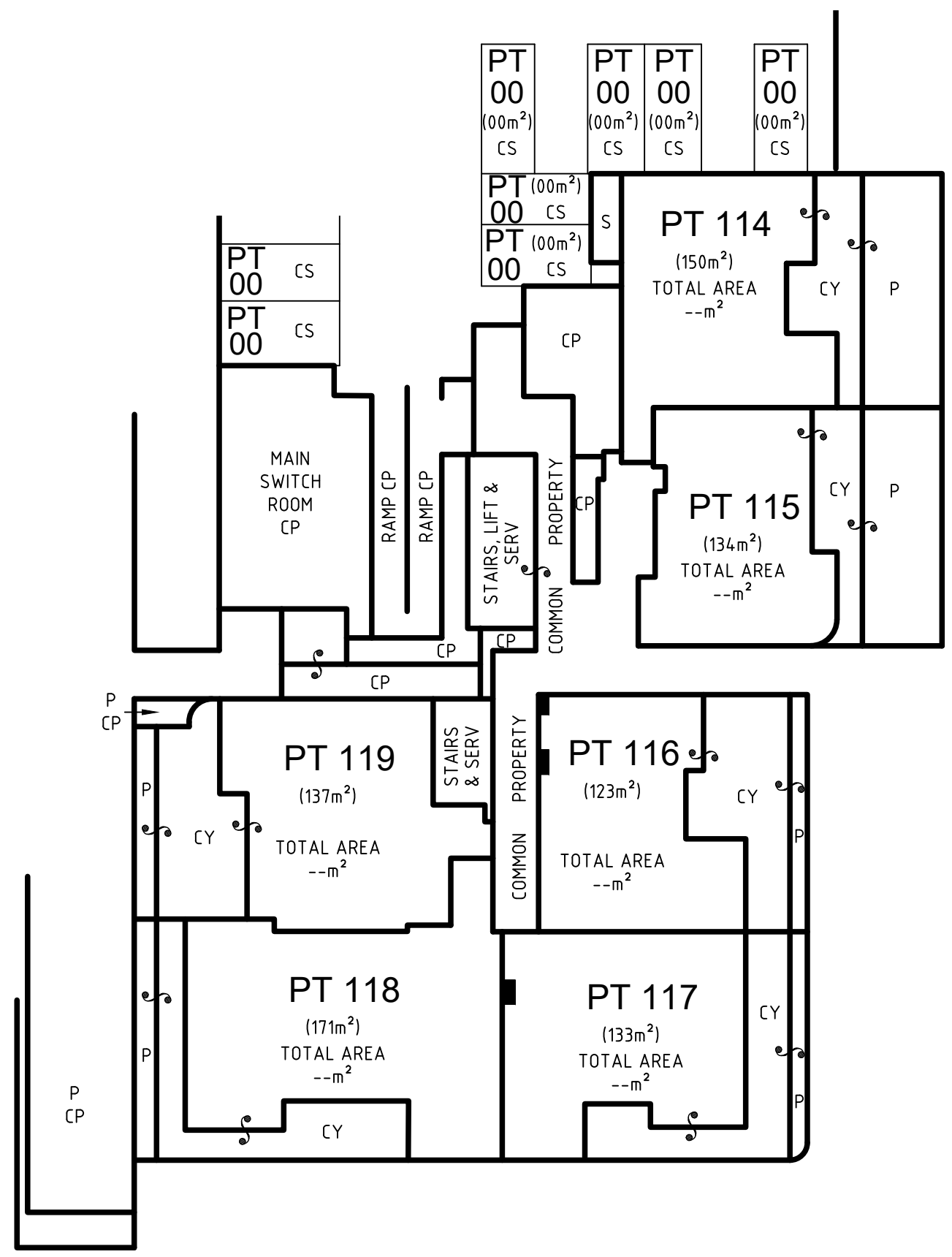
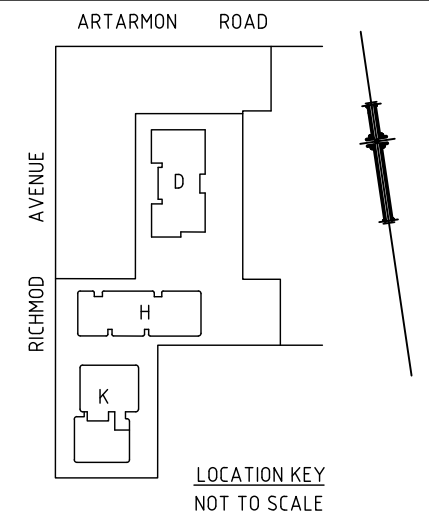
THE STRATUM OF THE BALCONIES IS LIMITED TO 2.5 METRES
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 COVERED WITHIN THIS LIMIT

BUILDING H
LEVEL 6

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 10 MARCH 2022
 CADREF CAD-A-GA-L01[BX].dwg

BUILDING 'H' ADJOINS
 (SHEET 22)



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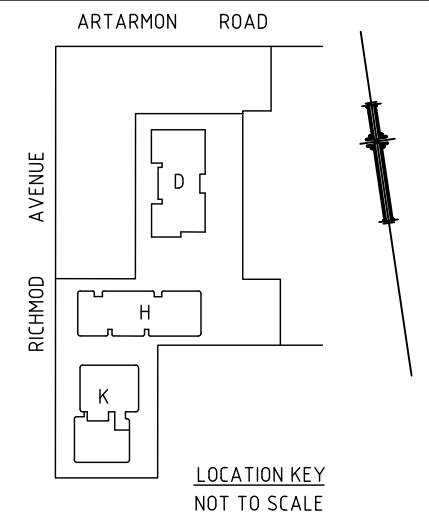
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BUILDING K
BASEMENT LEVEL 1

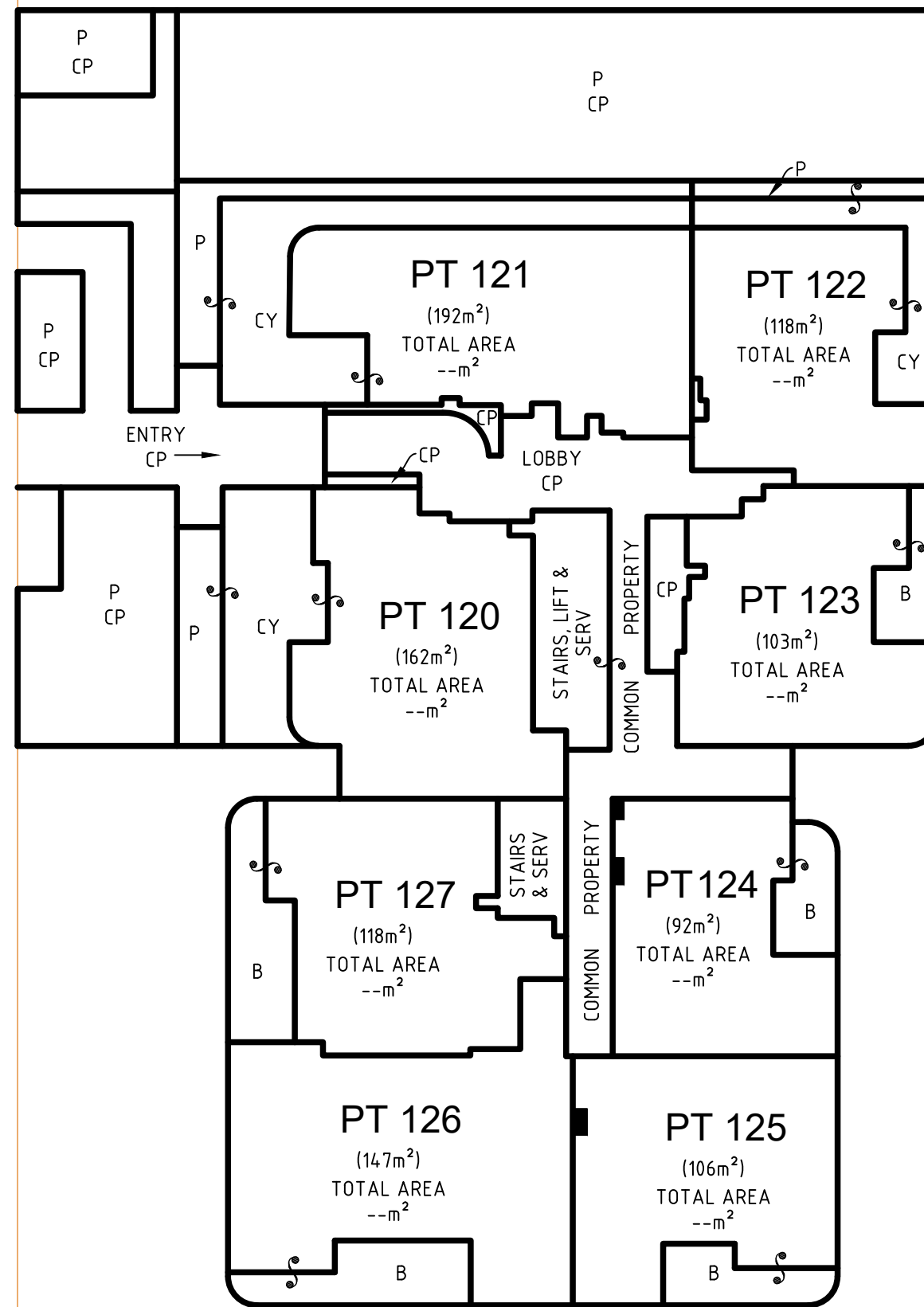
<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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 RECEIVED 10 MARCH 2022
 CADREF CAD-A-GA-L01[BX].dwg

BUILDING 'H' ADJOINS
 (SHEET 22)



- LEGEND
- CP COMMON PROPERTY
 - CS CAR SPACE TO BE ALLOCATED
 - CY COURTYARD
 - P PLANTER
 - S STORAGE SPACE TO BE ALLOCATED



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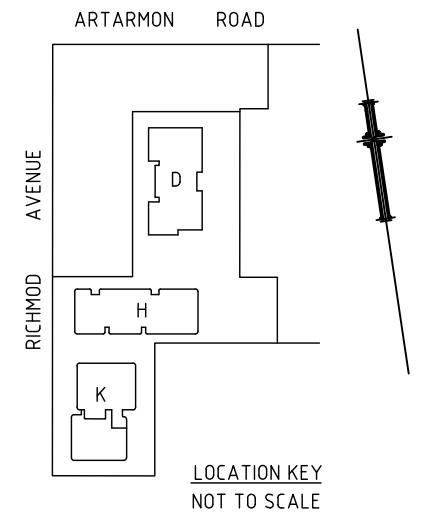
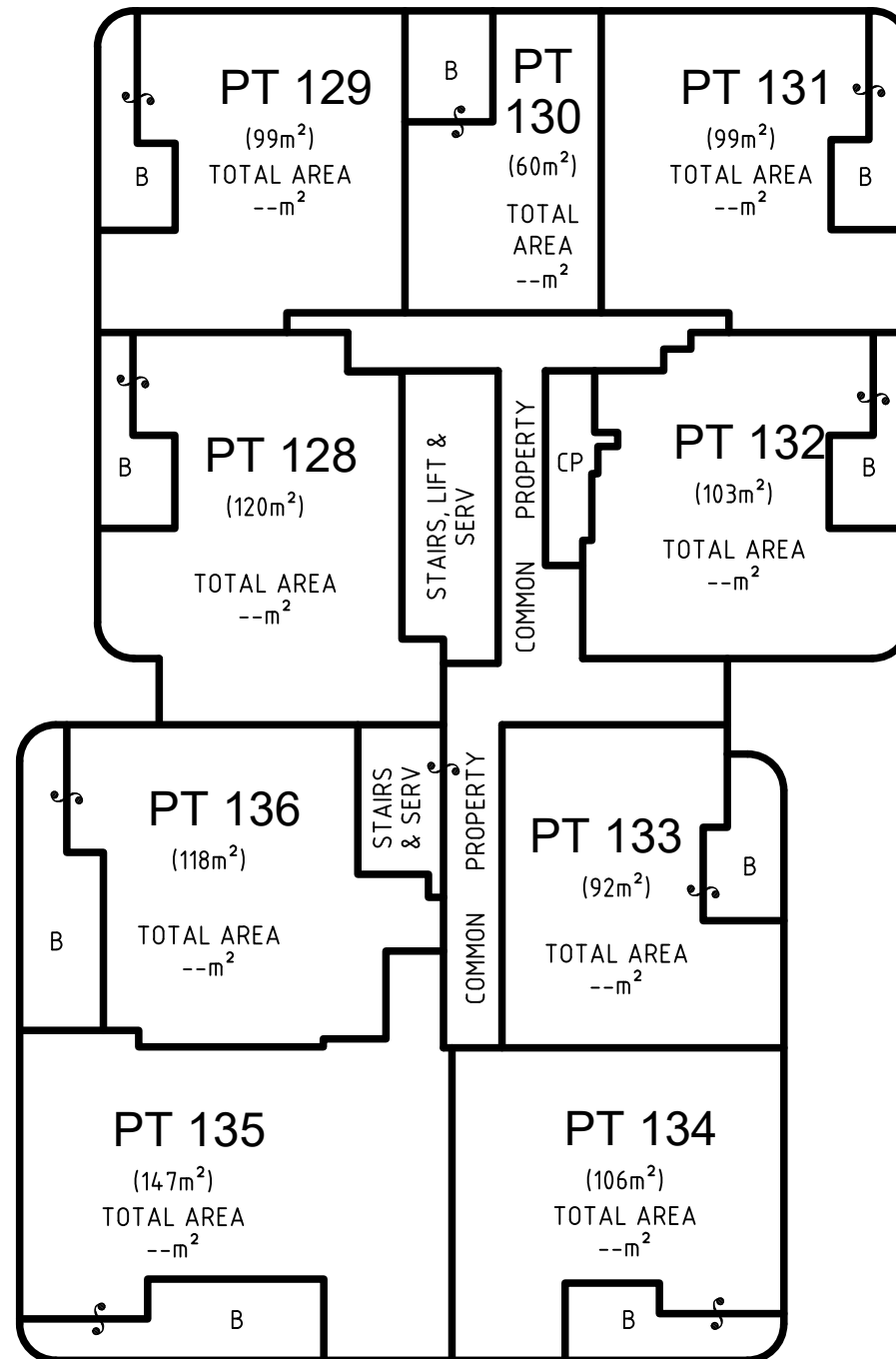
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BUILDING K
LEVEL 1

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
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 CADREF CAD-A-GA-L02[CR].dwg

LEGEND
 B BALCONY
 CP COMMON PROPERTY



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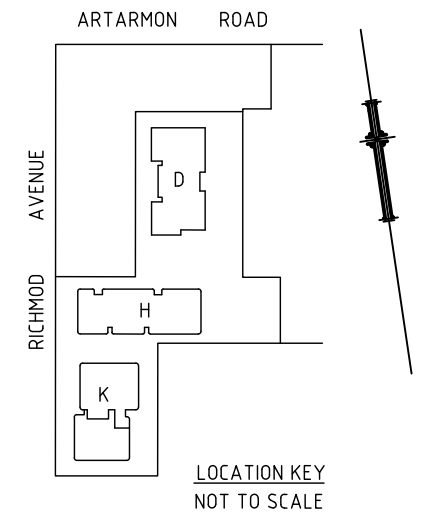
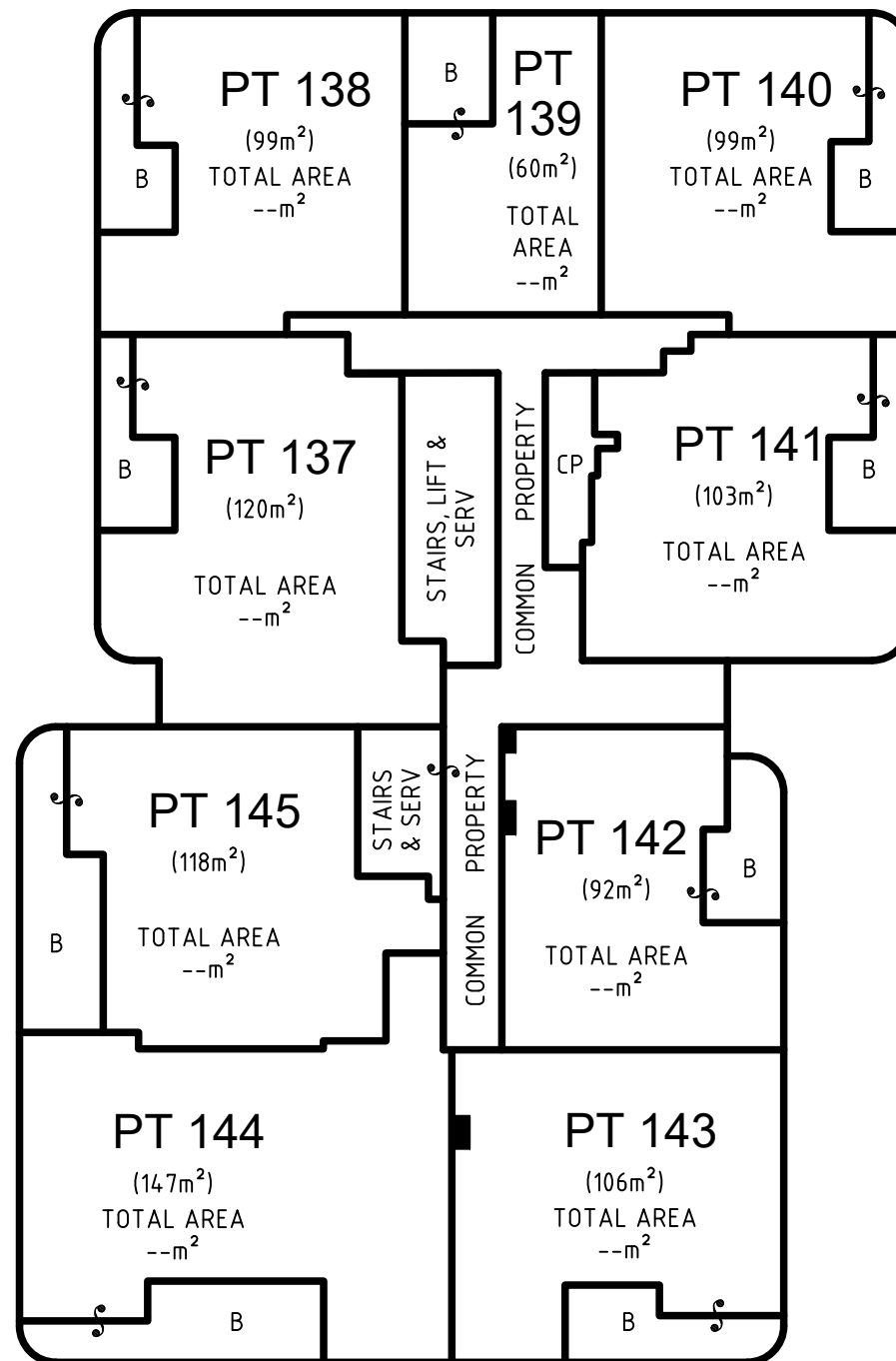
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BUILDING K
LEVEL 2

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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LEGEND
 B BALCONY
 CP COMMON PROPERTY



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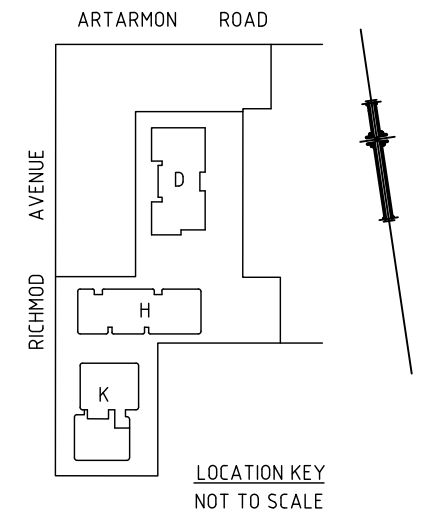
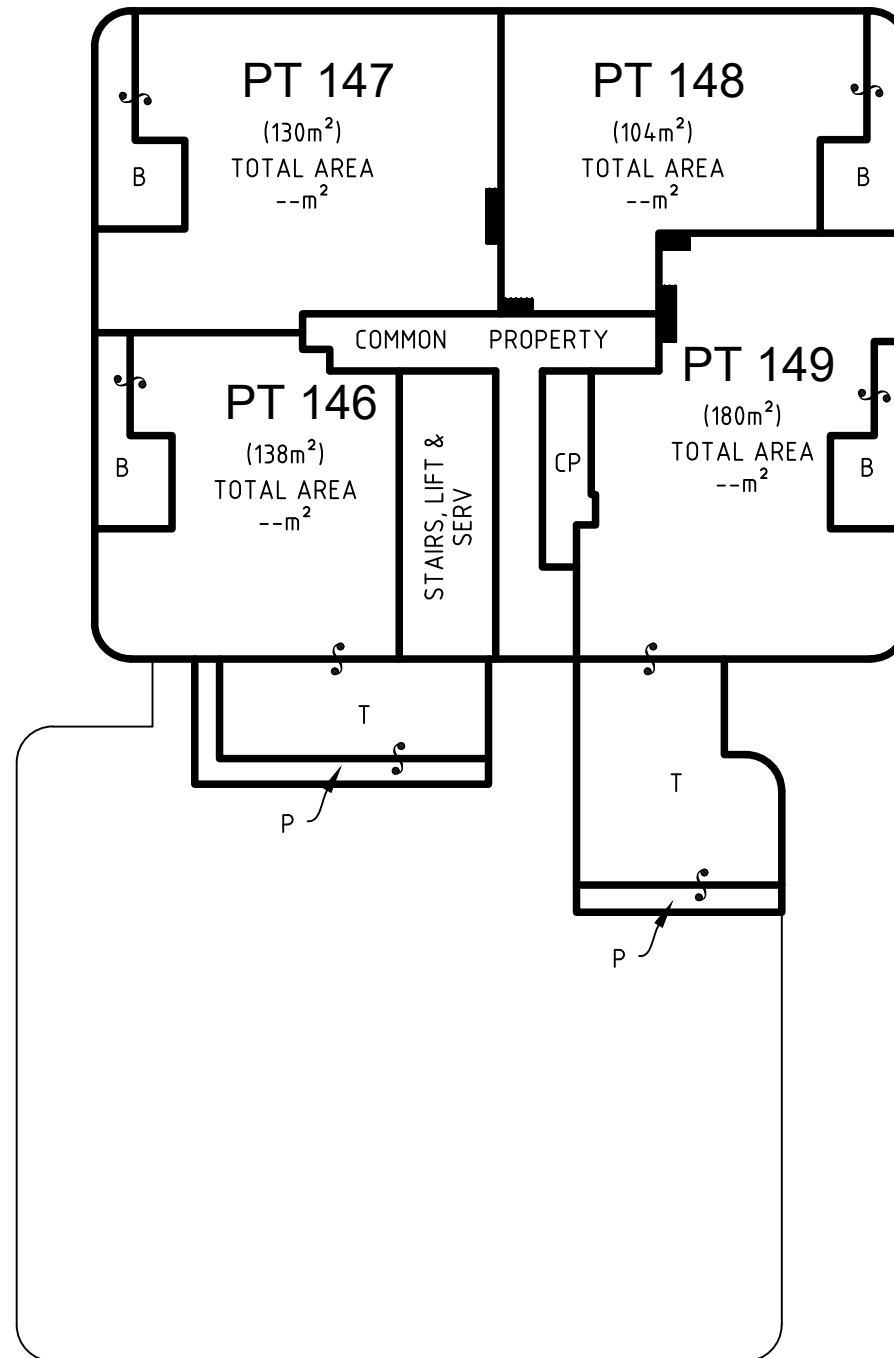
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BUILDING K
LEVEL 3

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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ARCHITECTURAL PLANS SUPPLIED BY MIRVAC DESIGN
 RECEIVED 10 MARCH 2022
 CADREF CAD-A-GA-L04[BU].dwg

- LEGEND**
 B BALCONY
 CP COMMON PROPERTY
 P PLANTER
 T TERRACE



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 BEVERIDGE WILLIAMS



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BUILDING K
LEVEL 4

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 2100305 DSP LOT 5</p>	<p>PLAN OF SUBDIVISION OF PROPOSED LOT 5 UNREGISTERED DP</p>	<p>L.G.A: WILLOUGHBY Locality: ARTARMON Reduction Ratio: 1:250 Lengths are in metres</p>	<p>Registered</p>	<p>DRAFT - LOT 5 ISSUE 04 - 5 DEC 2022 BLDG D LEVEL 2 - OL UPDATED PT 15 & PT 67 - AREAS UPDATED SPREADSHEET UPDATED - DDW</p>
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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 and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 3 sheets)

Plan: Plan of Consolidation over Lot [#] in DP[insert] covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land: Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1			

[Note: Pursuant to the vendor's rights under clauses 42 and 43 of the Contract for Sale, the vendor reserves the right to create additional easements, covenants and restrictions prior to registration of this instrument.]

.....
Council Authorised Person

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 2 of 3 sheets)

Plan:

Plan of Consolidation over Lot [#] in DP[insert] covered by Subdivision Certificate No _____ dated the _____ of _____

Full name and address of the owner of the Land:

Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Instrument means this section 88B instrument.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Plan means the plan to which this Instrument relates.

2. Terms of [#] numbered 1 in the Plan.

[#]

Name of authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 1 in the Plan.

[#]

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 3 of 3 sheets)

Plan:

Plan of Consolidation over Lot [#] in DP[insert] covered by Subdivision Certificate No _____ dated the _____ of

Full name and address of the owner of the Land:

Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street, Sydney NSW 2000

Dated.....

Execution by the parties:

Signed by ## as delegate of Mirvac)
Residential (NSW) Developments Pty Ltd)
Level 28 (ABN 29 609 513 135) without)
assuming any personal liability and I)
hereby certify that I have no notice of)
revocation of such delegation and in the)
presence of:)

I certify that I am an eligible witness and that the attorneys signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the signatory named below who signed this document pursuant to delegation.

draft

Signature of David Pitchford

Signature of Witness

Name of Witness

Address of Witness

.....

**ANNEXURE 13:
TAX DEPRECIATION ESTIMATES**

27 September 2021
File Ref 2068081212/B&E NinebyMirvac/Desktop/pbo

Zara Stanley
Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street
SYDNEY NSW 2000

Dear Madam

Estimates of Capital Allowances and Associated Tax Deductions Buildings B & E, Nine by Mirvac, Willoughby NSW

Further to your recent instructions we set out below our report detailing the depreciation and associated tax deductions that could be available to purchasers of residential strata apartments at the above development under the Income Tax Assessment Act 1997 (ITAA 1997).

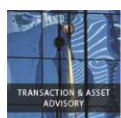
The purpose of this report is to provide a broad indication of capital allowances and capital works deductions available from a purchase at the above development. The figures should be used for preliminary tax planning purposes only. In the absence of information as to the tax status of purchasers at the property for depreciation purposes, we have assumed that the allowances will be available and be of benefit to purchasers. The estimated figures supplied cannot be used in a tax return.

This stage of the residential development consists of Buildings B & E being 6 and 9 storey buildings comprising 39 and 69 residential strata apartments all above security basement car parking. Typical residential services include air-conditioning, carpets, electrical light and power, fire services, high quality appliances, general fixtures and fittings and lifts.

1. Allowances Available and Valuation Methodology

Generally, a tax paying purchaser at the development will be entitled to allowances in respect of:

1. Capital allowances for depreciating assets (Division 40 of ITAA 1997)
2. Capital works deductions on structure and infrastructure (Division 43 ITAA 1997)



Sydney
Melbourne
Brisbane

Adelaide
Perth
Singapore



Assuming that there are no restrictive clauses in the Contract of Sale the depreciating assets will be able to be depreciated on the basis of a reasonable attribution of the purchase price (Section 40-195 ITAA 1997). Depending on the date the building commenced construction, a capital works deduction will be available based on the historical cost of construction having deducted non-qualifying expenditure, and notionally depreciating the qualifying expenditure to the date of settlement.

In the case of the depreciating assets, depreciation rates used are in accordance with legislation in force at the time of purchase.

This report has been amended to accord with the effective lives for depreciating assets in TR2021/3 effective 1 July 2021.

1.1 Basis of Estimate

As discussed above, the estimate of allowances for depreciating assets has been based on a reasonable attribution of the purchase price and for capital works deductions, historical cost has been used. We have been supplied with the following information, which has been accepted in good faith.

- Plans (A3 DA Plans)
- Construction cost information (Mirvac Estimates)
- Construction dates (Anticipated)
- Land value (Mirvac Assessment)
- Purchase details (Anticipated)
- Verbal advice

We have not undertaken a site inspection of the property as construction is yet to complete. The results are based on our experience of this type of development.

The purchase prices analysed and land components deducted as advised, are as indicated on the estimates. It is worth noting that should the purchase price or land value change, then the value of the capital allowances will also change.

With regards to the Division 43 Capital works deductions on the qualifying component of the structure and infrastructure we have used the following input data.

- Construction commenced March 2021 qualifying for a 2.5% annual deduction.

For the purpose of calculating the first year claim, an anticipated settlement date of 31 July 2023 has been adopted.

Please find attached our estimates of allowances.



2. Disclaimer

This report is for general advice only. Prospective purchasers should seek their own specialist advice having regard to their specific taxation position.

3. Summary

If effectively structured at the time of purchase, capital allowances and capital works deductions can significantly enhance the bottom line of a property investment. This is clearly demonstrated in the attached estimate.

If you have any queries in respect of the contents of this report, please do not hesitate to contact Peter Osborn of this office.

Yours faithfully

A handwritten signature in black ink that reads "Napier & Blakeley Pty Ltd". The signature is written in a cursive, flowing style.

Napier & Blakeley Pty Ltd



**Estimates of Capital Allowances
and
Associated Tax Deductions**

Residential Strata Apartments

**Buildings B & E
Nine by Mirvac, Willoughby NSW**

Prepared for
Mircac Residential (NSW) Developments Pty
Ltd
Level 28, 200 George Street
SYDNEY NSW 2000

Prepared by
Napier & Blakeley Pty Ltd
ACN 006 386 278 ATF
Napier & Blakeley Unit Trust
ABN 87 601 474 307
Level 8
20 Hunter Street
SYDNEY NSW 2000
Tel 02 9299 1899 Fax 02 9299 9525

September 2021

**File Ref 2068081212/B&E
NinebyMircac/Desktop/pbo**



**TYPICAL ONE BEDROOM (NO CAR SPACE) APARTMENT
BUILDINGS B & E, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$875,000 which includes a land value assessment of \$96,320.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	6,100	6,600	12,700
2	5,900	7,200	13,100
3	4,900	7,200	12,100
4	4,100	7,200	11,300
5	3,500	7,200	10,700
6	3,000	7,200	10,200
7	2,600	7,200	9,800
8	2,300	7,200	9,500
9	2,000	7,200	9,200
10	1,800	7,200	9,000
11 +	15,600	215,300	230,900
TOTALS	51,800	286,700	338,500

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	6,700	6,500	13,200
2	6,500	7,000	13,500
3	5,400	7,000	12,400
4	4,600	7,000	11,600
5	3,900	7,000	10,900
6	3,400	7,000	10,400
7	2,900	7,000	9,900
8	2,500	7,000	9,500
9	2,200	7,000	9,200
10	2,000	7,000	9,000
11 +	17,100	211,800	228,900
TOTALS	57,200	281,300	338,500

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldgs B&E.DT1

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL ONE BEDROOM + STUDY (ONE CAR SPACE) APARTMENT
BUILDINGS B & E, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,195,000 which includes a land value assessment of \$126,968.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	8,400	8,700	17,100
2	8,100	9,500	17,600
3	6,700	9,500	16,200
4	5,700	9,500	15,200
5	4,800	9,500	14,300
6	4,200	9,500	13,700
7	3,600	9,500	13,100
8	3,100	9,500	12,600
9	2,800	9,500	12,300
10	2,400	9,500	11,900
11 +	21,200	283,900	305,100
TOTALS	71,000	378,100	449,100

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	9,200	8,500	17,700
2	8,900	9,300	18,200
3	7,400	9,300	16,700
4	6,300	9,300	15,600
5	5,300	9,300	14,600
6	4,600	9,300	13,900
7	4,000	9,300	13,300
8	3,500	9,300	12,800
9	3,100	9,300	12,400
10	2,700	9,300	12,000
11 +	23,500	278,400	301,900
TOTALS	78,500	370,600	449,100

* Assumes settlement on 31-Jul-23

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SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldgs B&E.DT2

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL TWO BEDROOM (ONE CAR SPACE) APARTMENT
BUILDINGS B & E, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,460,000 which includes a land value assessment of \$159,804.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	10,200	10,900	21,100
2	9,800	11,900	21,700
3	8,200	11,900	20,100
4	6,900	11,900	18,800
5	5,900	11,900	17,800
6	5,100	11,900	17,000
7	4,400	11,900	16,300
8	3,800	11,900	15,700
9	3,400	11,900	15,300
10	3,000	11,900	14,900
11 +	25,800	357,700	383,500
TOTALS	86,500	475,700	562,200

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	11,200	10,700	21,900
2	10,900	11,700	22,600
3	9,000	11,700	20,700
4	7,600	11,700	19,300
5	6,500	11,700	18,200
6	5,600	11,700	17,300
7	4,900	11,700	16,600
8	4,200	11,700	15,900
9	3,700	11,700	15,400
10	3,300	11,700	15,000
11 +	28,700	350,600	379,300
TOTALS	95,600	466,600	562,200

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldgs B&E.DT3

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL TWO BEDROOM + MEDIA (ONE CAR SPACE) APARTMENT
BUILDINGS B & E, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,845,000 which includes a land value assessment of \$201,397.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	12,400	13,800	26,200
2	12,000	15,100	27,100
3	10,000	15,100	25,100
4	8,500	15,100	23,600
5	7,200	15,100	22,300
6	6,200	15,100	21,300
7	5,400	15,100	20,500
8	4,700	15,100	19,800
9	4,100	15,100	19,200
10	3,600	15,100	18,700
11 +	31,800	453,200	485,000
TOTALS	105,900	602,900	708,800

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	13,800	13,600	27,400
2	13,300	14,800	28,100
3	11,100	14,800	25,900
4	9,400	14,800	24,200
5	8,000	14,800	22,800
6	6,900	14,800	21,700
7	6,000	14,800	20,800
8	5,200	14,800	20,000
9	4,600	14,800	19,400
10	4,000	14,800	18,800
11 +	35,100	444,600	479,700
TOTALS	117,400	591,400	708,800

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldgs B&E.DT4

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL THREE BEDROOM (ONE CAR SPACE) APARTMENT
BUILDINGS B & E, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,275,000 which includes a land value assessment of \$247,368.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	14,700	17,100	31,800
2	14,200	18,700	32,900
3	11,800	18,700	30,500
4	10,000	18,700	28,700
5	8,500	18,700	27,200
6	7,300	18,700	26,000
7	6,400	18,700	25,100
8	5,500	18,700	24,200
9	4,900	18,700	23,600
10	4,300	18,700	23,000
11 +	37,300	560,900	598,200
TOTALS	124,900	746,300	871,200

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	16,900	16,700	33,600
2	16,300	18,200	34,500
3	13,600	18,200	31,800
4	11,500	18,200	29,700
5	9,800	18,200	28,000
6	8,400	18,200	26,600
7	7,300	18,200	25,500
8	6,400	18,200	24,600
9	5,600	18,200	23,800
10	4,900	18,200	23,100
11 +	42,700	547,300	590,000
TOTALS	143,400	727,800	871,200

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldgs B&E.DT5

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL THREE BEDROOM + MEDIA (TWO CAR SPACE) APARTMENT
BUILDINGS B & E, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,795,000 which includes a land value assessment of \$304,285.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	16,600	21,300	37,900
2	16,000	23,200	39,200
3	13,400	23,200	36,600
4	11,300	23,200	34,500
5	9,600	23,200	32,800
6	8,300	23,200	31,500
7	7,200	23,200	30,400
8	6,300	23,200	29,500
9	5,500	23,200	28,700
10	4,800	23,200	28,000
11 +	42,200	696,300	738,500
TOTALS	141,200	926,400	1,067,600

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	19,800	20,700	40,500
2	19,100	22,500	41,600
3	15,900	22,500	38,400
4	13,400	22,500	35,900
5	11,500	22,500	34,000
6	9,900	22,500	32,400
7	8,500	22,500	31,000
8	7,500	22,500	30,000
9	6,500	22,500	29,000
10	5,800	22,500	28,300
11 +	50,200	676,300	726,500
TOTALS	168,100	899,500	1,067,600

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldgs B&E.DT6

NOT ACCEPTABLE FOR TAX RETURNS



Disclaimer

1. This report is the opinion of Napier & Blakeley Pty Ltd ACN 006 386 278 ATF Napier & Blakeley Unit Trust ABN 87 601 474 307 (**Napier & Blakeley**) and is to be read together with and is subject to the term and conditions of our engagement. Our opinions in this report are based on the information referred to in this report that has been made available to us by or on behalf of the addressee (**Information**).
2. Napier & Blakeley has not obtained independent verification of the Information. As such, our opinion may be different if the Information is incorrect or inaccurate in any way. This report was prepared solely for the addressee and its use is limited to the purpose for which it was provided. No third party may rely on this report without first obtaining the prior written consent of Napier & Blakeley.
3. Napier & Blakeley does not warrant the accuracy or completeness of the Information, and to the maximum extent permitted by law, does not accept any responsibility or liability for any loss suffered by any person or entity as a result of or in connection with error, inaccuracy, misrepresentation, incompleteness or similar defect in the Information and/or this report or any default, negligence or lack of care in relation to the preparation or provision of the Information and/or this report.

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27 September 2021
File Ref 2068081212/J NinebyMirvac/Desktop/pbo

Zara Stanley
Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street
SYDNEY NSW 2000

Dear Madam

Estimates of Capital Allowances and Associated Tax Deductions Building J, Nine by Mirvac, Willoughby NSW

Further to your recent instructions we set out below our report detailing the depreciation and associated tax deductions that could be available to purchasers of residential strata apartments at the above development under the Income Tax Assessment Act 1997 (ITAA 1997).

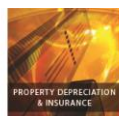
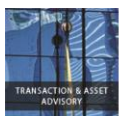
The purpose of this report is to provide a broad indication of capital allowances and capital works deductions available from a purchase at the above development. The figures should be used for preliminary tax planning purposes only. In the absence of information as to the tax status of purchasers at the property for depreciation purposes, we have assumed that the allowances will be available and be of benefit to purchasers. The estimated figures supplied cannot be used in a tax return.

This stage of the residential development consists of Building J being a 4 storey building comprising 27 residential strata apartments with security basement car parking. Typical residential services include air-conditioning, carpets, electrical light and power, fire services, high quality appliances, general fixtures and fittings and lifts.

1. Allowances Available and Valuation Methodology

Generally, a tax paying purchaser at the development will be entitled to allowances in respect of:

1. Capital allowances for depreciating assets (Division 40 of ITAA 1997)
2. Capital works deductions on structure and infrastructure (Division 43 ITAA 1997)



Sydney
Melbourne
Brisbane

Adelaide
Perth
Singapore



Assuming that there are no restrictive clauses in the Contract of Sale the depreciating assets will be able to be depreciated on the basis of a reasonable attribution of the purchase price (Section 40-195 ITAA 1997). Depending on the date the building commenced construction, a capital works deduction will be available based on the historical cost of construction having deducted non-qualifying expenditure, and notionally depreciating the qualifying expenditure to the date of settlement.

In the case of the depreciating assets, depreciation rates used are in accordance with legislation in force at the time of purchase.

This report has been amended to accord with the effective lives for depreciating assets in TR2021/3 effective 1 July 2021.

1.1 Basis of Estimate

As discussed above, the estimate of allowances for depreciating assets has been based on a reasonable attribution of the purchase price and for capital works deductions, historical cost has been used. We have been supplied with the following information, which has been accepted in good faith.

- Plans (A3 DA Plans)
- Construction cost information (Mirvac Estimates)
- Construction dates (Anticipated)
- Land value (Mirvac Assessment)
- Purchase details (Anticipated)
- Verbal advice

We have not undertaken a site inspection of the property as construction is yet to complete. The results are based on our experience of this type of development.

The purchase prices analysed and land components deducted as advised, are as indicated on the estimates. It is worth noting that should the purchase price or land value change, then the value of the capital allowances will also change.

With regards to the Division 43 Capital works deductions on the qualifying component of the structure and infrastructure we have used the following input data.

- Construction commenced March 2021 qualifying for a 2.5% annual deduction.

For the purpose of calculating the first year claim, an anticipated settlement date of 31 July 2023 has been adopted.

Please find attached our estimates of allowances.



2. Disclaimer

This report is for general advice only. Prospective purchasers should seek their own specialist advice having regard to their specific taxation position.

3. Summary

If effectively structured at the time of purchase, capital allowances and capital works deductions can significantly enhance the bottom line of a property investment. This is clearly demonstrated in the attached estimate.

If you have any queries in respect of the contents of this report, please do not hesitate to contact Peter Osborn of this office.

Yours faithfully

A handwritten signature in black ink that reads "Napier & Blakeley Pty Ltd". The signature is written in a cursive, flowing style.

Napier & Blakeley Pty Ltd



Estimates of Capital Allowances and Associated Tax Deductions

Residential Strata Apartments

Building J Nine by Mirvac, Willoughby NSW

Prepared for
Mircac Residential (NSW) Developments Pty
Ltd
Level 28, 200 George Street
SYDNEY NSW 2000

Prepared by
Napier & Blakeley Pty Ltd
ACN 006 386 278 ATF
Napier & Blakeley Unit Trust
ABN 87 601 474 307
Level 8
20 Hunter Street
SYDNEY NSW 2000
Tel 02 9299 1899 Fax 02 9299 9525

September 2021

**File Ref 2068081212/J
NinebyMircac/Desktop/pbo**



**TYPICAL ONE BEDROOM (NO CAR SPACE) APARTMENT
BUILDING J, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$820,000 which includes a land value assessment of \$106,540.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	5,600	6,100	11,700
2	5,400	6,600	12,000
3	4,500	6,600	11,100
4	3,800	6,600	10,400
5	3,200	6,600	9,800
6	2,800	6,600	9,400
7	2,400	6,600	9,000
8	2,100	6,600	8,700
9	1,800	6,600	8,400
10	1,600	6,600	8,200
11 +	14,200	199,800	214,000
TOTALS	47,400	265,300	312,700

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	6,200	6,000	12,200
2	6,000	6,500	12,500
3	5,000	6,500	11,500
4	4,200	6,500	10,700
5	3,600	6,500	10,100
6	3,100	6,500	9,600
7	2,700	6,500	9,200
8	2,300	6,500	8,800
9	2,000	6,500	8,500
10	1,800	6,500	8,300
11 +	15,500	195,900	211,400
TOTALS	52,400	260,400	312,800

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg J.DT1

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL ONE BEDROOM (NO CAR SPACE) APARTMENT
BUILDING J, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$910,000 which includes a land value assessment of \$118,058.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	6,200	6,800	13,000
2	6,000	7,400	13,400
3	5,000	7,400	12,400
4	4,200	7,400	11,600
5	3,600	7,400	11,000
6	3,100	7,400	10,500
7	2,700	7,400	10,100
8	2,300	7,400	9,700
9	2,000	7,400	9,400
10	1,800	7,400	9,200
11 +	15,800	220,700	236,500
TOTALS	52,700	294,100	346,800

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	6,900	6,600	13,500
2	6,600	7,200	13,800
3	5,500	7,200	12,700
4	4,700	7,200	11,900
5	4,000	7,200	11,200
6	3,400	7,200	10,600
7	3,000	7,200	10,200
8	2,600	7,200	9,800
9	2,300	7,200	9,500
10	2,000	7,200	9,200
11 +	17,200	217,100	234,300
TOTALS	58,200	288,500	346,700

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg J.DT2

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL TWO BEDROOM (ONE CAR SPACE) APARTMENT
BUILDING J, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,420,000 which includes a land value assessment of \$184,285.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	9,700	10,500	20,200
2	9,400	11,500	20,900
3	7,800	11,500	19,300
4	6,600	11,500	18,100
5	5,600	11,500	17,100
6	4,800	11,500	16,300
7	4,200	11,500	15,700
8	3,600	11,500	15,100
9	3,200	11,500	14,700
10	2,800	11,500	14,300
11 +	24,500	345,000	369,500
TOTALS	82,200	459,000	541,200

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	10,700	10,300	21,000
2	10,300	11,300	21,600
3	8,600	11,300	19,900
4	7,300	11,300	18,600
5	6,200	11,300	17,500
6	5,300	11,300	16,600
7	4,600	11,300	15,900
8	4,000	11,300	15,300
9	3,500	11,300	14,800
10	3,100	11,300	14,400
11 +	27,200	338,400	365,600
TOTALS	90,800	450,400	541,200

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg J.DT3

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL TWO BEDROOM (ONE CAR SPACE) APARTMENT
BUILDING J, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,850,000 which includes a land value assessment of \$238,994.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	12,200	13,800	26,000
2	11,800	15,000	26,800
3	9,800	15,000	24,800
4	8,300	15,000	23,300
5	7,100	15,000	22,100
6	6,100	15,000	21,100
7	5,300	15,000	20,300
8	4,600	15,000	19,600
9	4,000	15,000	19,000
10	3,600	15,000	18,600
11 +	30,900	449,800	480,700
TOTALS	103,700	598,600	702,300

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	13,600	13,500	27,100
2	13,100	14,700	27,800
3	10,900	14,700	25,600
4	9,200	14,700	23,900
5	7,900	14,700	22,600
6	6,800	14,700	21,500
7	5,900	14,700	20,600
8	5,100	14,700	19,800
9	4,500	14,700	19,200
10	3,900	14,700	18,600
11 +	34,100	441,700	475,800
TOTALS	115,000	587,500	702,500

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg J.DT4

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL THREE BEDROOM (TWO CAR SPACE) APARTMENT
BUILDING J, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,595,000 which includes a land value assessment of \$334,016.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	15,800	19,400	35,200
2	15,300	21,100	36,400
3	12,700	21,100	33,800
4	10,800	21,100	31,900
5	9,200	21,100	30,300
6	7,900	21,100	29,000
7	6,800	21,100	27,900
8	6,000	21,100	27,100
9	5,200	21,100	26,300
10	4,600	21,100	25,700
11 +	40,000	635,400	675,400
TOTALS	134,300	844,700	979,000

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	18,200	18,900	37,100
2	17,600	20,600	38,200
3	14,600	20,600	35,200
4	12,300	20,600	32,900
5	10,500	20,600	31,100
6	9,100	20,600	29,700
7	7,900	20,600	28,500
8	6,800	20,600	27,400
9	6,000	20,600	26,600
10	5,300	20,600	25,900
11 +	45,800	620,600	666,400
TOTALS	154,100	824,900	979,000

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg J.DT5

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL THREE BEDROOM + MEDIA (TWO CAR SPACE) APARTMENT
BUILDING J, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,795,000 which includes a land value assessment of \$365,690.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	16,800	21,300	38,100
2	16,300	23,200	39,500
3	13,500	23,200	36,700
4	11,400	23,200	34,600
5	9,700	23,200	32,900
6	8,400	23,200	31,600
7	7,300	23,200	30,500
8	6,300	23,200	29,500
9	5,600	23,200	28,800
10	4,900	23,200	28,100
11 +	42,500	695,900	738,400
TOTALS	142,700	926,000	1,068,700

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (335 days only)*	19,300	20,800	40,100
2	18,700	22,600	41,300
3	15,600	22,600	38,200
4	13,100	22,600	35,700
5	11,200	22,600	33,800
6	9,600	22,600	32,200
7	8,400	22,600	31,000
8	7,300	22,600	29,900
9	6,400	22,600	29,000
10	5,600	22,600	28,200
11 +	48,800	680,500	729,300
TOTALS	164,000	904,700	1,068,700

* Assumes settlement on 31-Jul-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg J.DT6

NOT ACCEPTABLE FOR TAX RETURNS



Disclaimer

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2. Napier & Blakeley has not obtained independent verification of the Information. As such, our opinion may be different if the Information is incorrect or inaccurate in any way. This report was prepared solely for the addressee and its use is limited to the purpose for which it was provided. No third party may rely on this report without first obtaining the prior written consent of Napier & Blakeley.
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17 March 2023
File Ref 2068081212/J53269.001 NinebyMirvac/Desktop/

Zara Stanley
Mirvac Residential (NSW) Developments Pty Ltd
Level 28, 200 George Street
SYDNEY NSW 2000

Dear Madam

Estimates of Capital Allowances and Associated Tax Deductions Building D,H & K (Stage 2) NINE by Mirvac, Willoughby NSW

Further to your recent instructions we set out below our report detailing the depreciation and associated tax deductions that could be available to purchasers of residential strata apartments at the above development under the Income Tax Assessment Act 1997 (ITAA 1997).

The purpose of this report is to provide a broad indication of capital allowances and capital works deductions available from a purchase at the above development. The figures should be used for preliminary tax planning purposes only. In the absence of information as to the tax status of purchasers at the property for depreciation purposes, we have assumed that the allowances will be available and be of benefit to purchasers. The estimated figures supplied cannot be used in a tax return.

This stage of the residential development consists of Buildings H, H and K being multi storey buildings comprising residential strata apartments with security basement car parking. Typical residential services include air-conditioning, carpets, electrical light and power, fire services, high quality appliances, general fixtures and fittings and lifts.

1. Allowances Available and Valuation Methodology

Generally, a tax paying purchaser at the development will be entitled to allowances in respect of:

1. Capital allowances for depreciating assets (Division 40 of ITAA 1997)
2. Capital works deductions on structure and infrastructure (Division 43 ITAA 1997)



Sydney
Melbourne
Brisbane

Adelaide
Perth
Singapore



Assuming that there are no restrictive clauses in the Contract of Sale the depreciating assets will be able to be depreciated on the basis of a reasonable attribution of the purchase price (Section 40-195 ITAA 1997). Depending on the date the building commenced construction, a capital works deduction will be available based on the historical cost of construction having deducted non-qualifying expenditure, and notionally depreciating the qualifying expenditure to the date of settlement.

In the case of the depreciating assets, depreciation rates used are in accordance with legislation in force at the time of purchase.

This report has been amended to accord with the effective lives for depreciating assets in TR2021/3 effective 1 July 2021.

1.1 Basis of Estimate

As discussed above, the estimate of allowances for depreciating assets has been based on a reasonable attribution of the purchase price and for capital works deductions, historical cost has been used. We have been supplied with the following information, which has been accepted in good faith.

- Construction cost information (Mirvac Estimates)
- Construction dates (Anticipated)
- Land value (Mirvac Assessment)
- Purchase details (Anticipated)
- Verbal advice

We have not undertaken a site inspection of the property as construction is yet to complete. The results are based on our experience of this type of development.

The purchase prices analysed and land components deducted as advised, are as indicated on the estimates. It is worth noting that should the purchase price or land value change, then the value of the capital allowances will also change.

With regards to the Division 43 Capital works deductions on the qualifying component of the structure and infrastructure we have used the following input data.

- Construction commenced June 2022 qualifying for a 2.5% annual deduction.

For the purpose of calculating the first year claim, an anticipated settlement date of 15 December 2023 has been adopted.

Please find attached our estimates of allowances.



2. Disclaimer

This report is for general advice only. Prospective purchasers should seek their own specialist advice having regard to their specific taxation position.

3. Summary

If effectively structured at the time of purchase, capital allowances and capital works deductions can significantly enhance the bottom line of a property investment. This is clearly demonstrated in the attached estimate.

If you have any queries in respect of the contents of this report, please do not hesitate to contact Peter Osborn of this office.

Yours faithfully

A handwritten signature in black ink that reads "Napier & Blakeley Pty Ltd". The signature is written in a cursive, flowing style.

Napier & Blakeley Pty Ltd



**Estimates of Capital Allowances
and
Associated Tax Deductions**

Residential Strata Apartments

**Building D, H & K
Nine by Mirvac, Willoughby NSW**

Prepared for
Mircac Residential (NSW) Developments Pty
Ltd
Level 28, 200 George Street
SYDNEY NSW 2000

Prepared by
Napier & Blakeley Pty Ltd
ACN 006 386 278 ATF
Napier & Blakeley Unit Trust
ABN 87 601 474 307
Level 8
20 Hunter Street
SYDNEY NSW 2000
Tel 02 9299 1899 Fax 02 9299 9525

March 2023

**File Ref 2068081212/J53269
NinebyMircac/Desktop/**



**TYPICAL ONE BEDROOM + MEDIA (ONE CAR SPACE) APARTMENT
BUILDING D, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,095,000 which includes a land value assessment of \$144,115.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	4,400	5,700	10,100
2	7,500	10,500	18,000
3	6,200	10,500	16,700
4	5,200	10,500	15,700
5	4,400	10,500	14,900
6	3,800	10,500	14,300
7	3,300	10,500	13,800
8	2,900	10,500	13,400
9	2,500	10,500	13,000
10	2,200	10,500	12,700
11 +	19,300	318,100	337,400
TOTALS	61,700	418,300	480,000

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	4,900	5,600	10,500
2	8,300	10,300	18,600
3	6,900	10,300	17,200
4	5,800	10,300	16,100
5	4,900	10,300	15,200
6	4,200	10,300	14,500
7	3,700	10,300	14,000
8	3,200	10,300	13,500
9	2,800	10,300	13,100
10	2,500	10,300	12,800
11 +	21,000	313,600	334,600
TOTALS	68,200	411,900	480,100

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg D.DT1

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL TWO BEDROOM (ONE CAR SPACE) APARTMENT
BUILDING D, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,395,000 which includes a land value assessment of \$189,970.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	5,500	7,500	13,000
2	9,200	13,800	23,000
3	7,700	13,800	21,500
4	6,500	13,800	20,300
5	5,500	13,800	19,300
6	4,700	13,800	18,500
7	4,100	13,800	17,900
8	3,600	13,800	17,400
9	3,100	13,800	16,900
10	2,700	13,800	16,500
11 +	23,600	420,900	444,500
TOTALS	76,200	552,600	628,800

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	6,100	7,400	13,500
2	10,200	13,600	23,800
3	8,500	13,600	22,100
4	7,200	13,600	20,800
5	6,100	13,600	19,700
6	5,200	13,600	18,800
7	4,500	13,600	18,100
8	3,900	13,600	17,500
9	3,400	13,600	17,000
10	3,000	13,600	16,600
11 +	26,300	414,600	440,900
TOTALS	84,400	544,400	628,800

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg D.DT2

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL THREE BEDROOM (TWO CAR SPACE) APARTMENT
BUILDING D, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,575,000 which includes a land value assessment of \$324,259.

M I N I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (198 days only)*	9,700	12,900	22,600
2	16,300	23,800	40,100
3	13,600	23,800	37,400
4	11,400	23,800	35,200
5	9,700	23,800	33,500
6	8,300	23,800	32,100
7	7,200	23,800	31,000
8	6,300	23,800	30,100
9	5,500	23,800	29,300
10	4,800	23,800	28,600
11 +	41,900	724,600	766,500
TOTALS	134,700	951,700	1,086,400

M A X I M U M			
Year	Division 40 Allowances	Division 43 Deductions	Totals
	\$	\$	\$
1 - (198 days only)*	11,100	12,700	23,800
2	18,700	23,300	42,000
3	15,600	23,300	38,900
4	13,100	23,300	36,400
5	11,200	23,300	34,500
6	9,600	23,300	32,900
7	8,300	23,300	31,600
8	7,200	23,300	30,500
9	6,300	23,300	29,600
10	5,600	23,300	28,900
11 +	47,900	709,500	757,400
TOTALS	154,600	931,900	1,086,500

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg D.DT3

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL ONE BEDROOM (NO CAR SPACE) APARTMENT
BUILDING H, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$855,000 which includes a land value assessment of \$108,086.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	3,600	4,300	7,900
2	6,000	7,800	13,800
3	5,000	7,800	12,800
4	4,200	7,800	12,000
5	3,600	7,800	11,400
6	3,100	7,800	10,900
7	2,700	7,800	10,500
8	2,300	7,800	10,100
9	2,000	7,800	9,800
10	1,800	7,800	9,600
11 +	15,400	238,600	254,000
TOTALS	49,700	313,100	362,800

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	4,000	4,200	8,200
2	6,600	7,700	14,300
3	5,500	7,700	13,200
4	4,700	7,700	12,400
5	4,000	7,700	11,700
6	3,400	7,700	11,100
7	2,900	7,700	10,600
8	2,600	7,700	10,300
9	2,200	7,700	9,900
10	2,000	7,700	9,700
11 +	17,000	234,400	251,400
TOTALS	54,900	307,900	362,800

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg H.DT4

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL TWO BEDROOM (ONE CAR SPACE) APARTMENT
BUILDING H, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$1,675,000 which includes a land value assessment of \$212,897.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	6,900	8,400	15,300
2	11,500	15,500	27,000
3	9,600	15,500	25,100
4	8,100	15,500	23,600
5	6,900	15,500	22,400
6	5,900	15,500	21,400
7	5,100	15,500	20,600
8	4,400	15,500	19,900
9	3,900	15,500	19,400
10	3,400	15,500	18,900
11 +	29,500	470,700	500,200
TOTALS	95,200	618,600	713,800

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	7,600	8,300	15,900
2	12,800	15,200	28,000
3	10,600	15,200	25,800
4	8,900	15,200	24,100
5	7,600	15,200	22,800
6	6,500	15,200	21,700
7	5,700	15,200	20,900
8	4,900	15,200	20,100
9	4,300	15,200	19,500
10	3,800	15,200	19,000
11 +	32,700	463,300	496,000
TOTALS	105,400	608,400	713,800

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg H.DT5

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL THREE BEDROOM (TWO CAR SPACE) APARTMENT
BUILDING H, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,575,000 which includes a land value assessment of \$311,157.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	9,800	12,400	22,200
2	16,400	22,900	39,300
3	13,600	22,900	36,500
4	11,500	22,900	34,400
5	9,800	22,900	32,700
6	8,400	22,900	31,300
7	7,300	22,900	30,200
8	6,300	22,900	29,200
9	5,500	22,900	28,400
10	4,900	22,900	27,800
11 +	42,000	695,600	737,600
TOTALS	135,500	914,100	1,049,600

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	11,200	12,200	23,400
2	18,800	22,400	41,200
3	15,600	22,400	38,000
4	13,200	22,400	35,600
5	11,200	22,400	33,600
6	9,600	22,400	32,000
7	8,300	22,400	30,700
8	7,300	22,400	29,700
9	6,400	22,400	28,800
10	5,600	22,400	28,000
11 +	48,300	680,400	728,700
TOTALS	155,500	894,200	1,049,700

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg H.DT6

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL ONE BEDROOM (NO CAR SPACE) APARTMENT
BUILDING K, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$825,000 which includes a land value assessment of \$104,811.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	3,400	4,100	7,500
2	5,800	7,600	13,400
3	4,800	7,600	12,400
4	4,100	7,600	11,700
5	3,500	7,600	11,100
6	3,000	7,600	10,600
7	2,600	7,600	10,200
8	2,200	7,600	9,800
9	2,000	7,600	9,600
10	1,700	7,600	9,300
11 +	14,800	231,100	245,900
TOTALS	47,900	303,600	351,500

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	3,800	4,100	7,900
2	6,400	7,500	13,900
3	5,300	7,500	12,800
4	4,500	7,500	12,000
5	3,800	7,500	11,300
6	3,300	7,500	10,800
7	2,800	7,500	10,300
8	2,500	7,500	10,000
9	2,200	7,500	9,700
10	1,900	7,500	9,400
11 +	16,400	227,000	243,400
TOTALS	52,900	298,600	351,500

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg K.DT7

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL TWO BEDROOM (ONE CAR SPACE) APARTMENT
BUILDING K, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,125,000 which includes a land value assessment of \$265,303.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	8,300	10,500	18,800
2	14,000	19,400	33,400
3	11,600	19,400	31,000
4	9,800	19,400	29,200
5	8,300	19,400	27,700
6	7,200	19,400	26,600
7	6,200	19,400	25,600
8	5,400	19,400	24,800
9	4,700	19,400	24,100
10	4,100	19,400	23,500
11 +	35,900	589,000	624,900
TOTALS	115,500	774,100	889,600

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	9,200	10,400	19,600
2	15,500	19,100	34,600
3	12,900	19,100	32,000
4	10,900	19,100	30,000
5	9,200	19,100	28,300
6	7,900	19,100	27,000
7	6,900	19,100	26,000
8	6,000	19,100	25,100
9	5,200	19,100	24,300
10	4,600	19,100	23,700
11 +	39,700	579,300	619,000
TOTALS	128,000	761,600	889,600

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg K.DT8

NOT ACCEPTABLE FOR TAX RETURNS



**TYPICAL THREE BEDROOM (TWO CAR SPACE) APARTMENT
BUILDING K, NINE BY MIRVAC, WILLOUGHBY NSW
INDICATION OF ALLOWANCES CLAIMABLE**

Having regard to our comments contained in this report, we list our estimate of the minimum and maximum depreciation allowances claimable, assuming a DIMINISHING VALUE METHOD of depreciation and a purchase price of \$2,650,000 which includes a land value assessment of \$317,708.

M I N I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	10,000	12,700	22,700
2	16,900	23,400	40,300
3	14,000	23,400	37,400
4	11,800	23,400	35,200
5	10,100	23,400	33,500
6	8,700	23,400	32,100
7	7,500	23,400	30,900
8	6,500	23,400	29,900
9	5,700	23,400	29,100
10	5,000	23,400	28,400
11 +	43,400	710,300	753,700
TOTALS	139,600	933,600	1,073,200

M A X I M U M			
Year	Division 40 Allowances \$	Division 43 Deductions \$	Totals \$
1 - (198 days only)*	11,500	12,400	23,900
2	19,400	22,900	42,300
3	16,100	22,900	39,000
4	13,600	22,900	36,500
5	11,600	22,900	34,500
6	9,900	22,900	32,800
7	8,600	22,900	31,500
8	7,500	22,900	30,400
9	6,500	22,900	29,400
10	5,800	22,900	28,700
11 +	49,700	694,400	744,100
TOTALS	160,200	912,900	1,073,100

* Assumes settlement on 15-Dec-23

These figures are of a general nature and should not be applied or acted upon unless supported by our specific advice. They must not be used for taxation purposes in this form. Division 43 Allowances are calculated on the PRIME COST METHOD. A claim will be dependent on a purchaser's tax position.

SPECIFIC ADVICE IS AVAILABLE BY TELEPHONING (02) 9299-1899

PBO Bldg K.DT9

NOT ACCEPTABLE FOR TAX RETURNS



Disclaimer

1. This report is the opinion of Napier & Blakeley Pty Ltd ACN 006 386 278 ATF Napier & Blakeley Unit Trust ABN 87 601 474 307 (**Napier & Blakeley**) and is to be read together with and is subject to the term and conditions of our engagement. Our opinions in this report are based on the information referred to in this report that has been made available to us by or on behalf of the addressee (**Information**).
2. Napier & Blakeley has not obtained independent verification of the Information. As such, our opinion may be different if the Information is incorrect or inaccurate in any way. This report was prepared solely for the addressee and its use is limited to the purpose for which it was provided. No third party may rely on this report without first obtaining the prior written consent of Napier & Blakeley.
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ANNEXURE 14:
DRAFT STRATA MANAGEMENT STATEMENT

Approved Form 9	Strata Management Statement	Sheet 1 of 124 sheets
Registered:	Office Use Only	Office Use Only

Note: This Strata Management Statement has effect as an agreement under seal binding:

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

(see Section 105, Strata Schemes Development Act 2015).

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

draft

Approved Form 9	Strata Management Statement	Sheet 2 of 124 sheets
Registered:	Office Use Only	Office Use Only

Introduction

- A “Nine by Mirvac” is a mixed use “part building strata scheme” regulated by the *Strata Schemes Development Act 2015* and the *Strata Scheme Management Act 2015*.
- B A Strata Management Statement is required where part of a building is subdivided by a strata scheme or strata schemes.
- C This Strata Management Statement regulates the Members, Owners and Occupiers of the Building in respect of the control, management and maintenance of the components of the Building. It requires the Members to create a Building Management Committee to manage the Shared Facilities and attend to other administrative matters.
- D The Members are the Owners of the different components of the Building. At “Nine by Mirvac”, the Members are the:
- (a) Residential Lot 1 Owner;
 - (b) Residential Lot 3 Owner;
 - (c) Residential Lot 4 Owner;
 - (d) Residential Lot 5 Owner; and
 - (e) Retail Lot Owner.
- E The Building may be constructed in stages. The Developer has reserved to itself certain rights to enable it to complete the development (see **Part 6** of this Strata Management Statement). When complete, the Building will have five components, set out and described in the table below:

Approved Form 9	Strata Management Statement	Sheet 3 of 124 sheets
Registered:	Office Use Only	Office Use Only

Component	Description	Member
Residential Lot 1 (Lot 1 in the Stratum Plan)	A residential strata scheme comprising approximately 120 residential apartments (across 3 buildings known as Building F, Building G and Building J) and associated car parking and storage spaces.	Residential Lot 1 Owner
Residential Lot 3 (Lot 3 in the Stratum Plan)	A residential strata scheme comprising approximately 108 residential apartments (across 2 buildings known as Building B and Building E) and associated car parking and storage spaces.	Residential Lot 3 Owner
Residential Lot 4 (Lot 4 in the Stratum Plan)	A residential strata scheme comprising approximately 65 residential apartments and (across 2 buildings known as Building A and Building C) and associated car parking and storage spaces.	Residential Lot 4 Owner
Residential Lot 5 (Lot 5 in the Stratum Plan)	A residential strata scheme comprising approximately 149 residential apartments (across 3 buildings known as Building D, Building H and Building K) and associated car parking and storage spaces.	Residential Lot 5 Owner

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Component	Description	Member
Retail Lot (Lot 2 in the Stratum Plan)	A retail stratum lot or strata scheme comprising one or more speciality retail occupancies and associated car parking spaces.	Retail Lot Owner

F This Strata Management Statement is divided into nine parts:

Part 1 – Definitions and Interpretation

Part 2 – Members’ and Occupiers’ obligations

Part 3 – Building Management Committee and Managers

Part 4 – Shared Facilities and Special Areas

Part 5 – Maintenance, Repair and Upgrading

Part 6 – Construction Period

Part 7 – Financial Matters and Insurance

Part 8 – General Disputes and Notices

Part 9 – Building Architectural Code

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PART 1: DEFINITIONS AND INTERPRETATION

1 Definitions and Interpretation

1.1 Statutory Definitions

A word has the meaning given to it in the Act if:

- (a) it is defined in the Act; and
- (b) used but not defined in this Statement.

1.2 Further Definitions

In this Statement:

Act means the Development Act or the Management Act or both as the context requires.

Administration Management Fee means the fee for the Administration Manager under **clause 6** (and payable in the proportions set out in the Shared Facilities Schedule).

Administration Manager means the licensed strata managing agent appointed under **clause 6**.

Application means each application lodged or to be lodged with the relevant Authority for Approvals.

Approvals means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of the Land.

Authorised User means a person on the Lot with the express or implied consent of an Owner or Occupier.

Authority means any government or semi government authority or instrumentality, statutory or judicial authority, including Council.

Building means the improvements erected or intended to be erected on part of the Land.

Building A the residential building constructed on Residential Lot 4.

Building Architectural Code means the subject of Part 9 of this Statement.

Building B the residential building constructed on Residential Lot 3.

Building C the residential building constructed on Residential Lot 4.

Building D the residential building constructed on Residential Lot 5.

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Building E the residential building constructed on Residential Lot 3.

Building F the residential building constructed on Residential Lot 1.

Building G the residential building constructed on Residential Lot 1.

Building H the residential building constructed on Residential Lot 5.

Building J the residential building constructed on Residential Lot 1.

Building K the residential building constructed on Residential Lot 5.

Building Management Committee means the committee required by the Development Act and the subject of **clause 3**.

Building Management Fee means the fee for the Building Manager under **clause 7** (and payable in the proportions set out in the Shared Facilities Schedule).

Building Manager means a person who the Building Management Committee for the time being appoints as Building Manager under **clause 7**.

Building Works means:

- (a) any works which affect the external appearance of a Lot or Strata Scheme;
- (b) changes to the external colour of material of a Lot or Strata Scheme (including those on the balcony, terrace or courtyard of a Lot);
- (c) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or Strata Scheme;
- (d) the installation of a sign, placard or banner; and
- (e) the erection of any structures in a Lot or Strata Scheme.

Bulky Waste Storage Room means the room for the storage of bulky goods for garbage collection located on the Common Property of Residential Lot 1 which is a Shared Facility and the subject of the Bulky Waste Storage Room Easement and **clause 35** of this Statement.

Bulky Waste Storage Room Easement means the Right to Use Bulky Waste Storage Room (D) numbered 8 on the Stratum Plan.

Business Day means a day which is not a Saturday, Sunday or a bank or public holiday in Sydney.

By-law Instrument means each by-law instrument registered with the Strata Plan for a Strata Scheme.

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Car Wash Bay means the car wash bay located on the Common Property of Residential Lot 5 which is a Shared Facility and the subject of **clause 20** of this Statement.

CCTV Security System means the CCTV security system and remote monitoring system for the Building which is a Shared Facility and the subject of **clause 23** of this Statement.

Chairperson means the person appointed by the Building Management Committee as chairperson from time to time under **clause 4.1(a)**.

Common Property means the common property created on registration of a Strata Plan.

Community Open Space means the open space area located on the Common Property of the Residential Lots which is a Shared Facility and the subject of the Easement for Public Access and **clause 31** of this Statement.

Community Room mean the community room located on the Common Property of Residential Lot 4 and includes associated plant and equipment, which is a Shared Facility and the subject of **clause 33** of this Statement.

Construction Period means the period starting on the date of registration of this Statement and ending on the later of the date:

- (a) a final occupation certificate issued for Residential Lot 1;
- (b) a final occupation certificate issued for Residential Lot 3;
- (c) a final occupation certificate issued for Residential Lot 4;
- (d) a final occupation certificate issued for Residential Lot 5; and
- (e) a final occupation certificate issued for the Retail Lot.

Construction Works means all works which are considered, in the absolute discretion of the Developer, necessary or desirable for the Developer to construct the Building and install Services in and under the Building and on the Lots and complete the Building including:

- (a) building and demolition works;
- (b) installation, augmentation, relocation, connection and temporary disconnection of Services and Shared Facilities;
- (c) placing in the Building anything in connection with (a) and (b) above including temporary signs, structures, building materials, hoarding, fences, cranes and other equipment;
- (d) fitout works to any part of the Retail Lot;

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- (e) if necessary, to make an Application (even if an Approval in respect of the subject matter of that Application has already been granted);
- (f) applying to, varying or appealing an Approval;
- (g) constructing and dedicating those parts of the Land to be Dedicated;
- (h) engaging contractors and consultants to construct the Building and install the Services;
- (i) subdividing (including by strata plan) and consolidating of one or more Stratum Lots; and
- (j) constructing services intended for public use within the Land but outside the Building including but not limited to roads, footpaths and public spaces.

Contractor means a person who provides services to the Building Management Committee who is not the Administration Manager or the Building Manager.

Council means Willoughby City Council or its successor.

Dedicate includes dedicate or transfer with or without consideration and **Dedicated** has a corresponding meaning.

Deep Soil Landscaping means the landscaped areas located on the Land which is a Shared Facility and the subject of **clause 27** of this Statement.

Defaulting Member has the meaning stated in **clause 51.5**.

Developer means Mirvac Residential (NSW) Development Pty Limited ABN 26 609 513 135 and includes any transferee and assignee.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Consent the consent of Council to:

- (a) development application DA-2020/136 dated 30 June 2021;
- (b) development application DA-2020/137 dated 30 June 2021; and
- (c) development application DA-2020/271 dated 17 July 2021,

in respect of the Land as modified or substituted from time to time.

Easement for Public Access means the Easement for Public Access (P) numbered 11 on the Stratum Plan.

Easement to Access Shared Facilities means the Easement to Access Shared Facilities (Whole of Lot) numbered 4 on the Stratum Plan.

Easements means the easements, restrictions on use and positive covenants which benefit or burden the Land from time to time.

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Emergency Repairs means any repairs that require immediate rectification due to the nature of the fault and the impact on the operation, use, or enjoyment of the Building (or any part) or the work health and safety of any Occupiers or visitors to the Building.

Expert means a person appointed under **clause 55.2(b)**.

Facade Cleaning and Maintenance Plan means a plan made by the Building Management Committee in accordance with **clause 46.5(a)** for the cleaning and maintenance of the facade of the Building.

Garbage and Recycling Room means the garbage and recycling room located on the Common Property of Residential Lot 1 which is a Shared Facility and the subject of the Garbage and Recycling Room Easement and **clause 34** of this Statement.

Garbage and Recycling Room Easement means the Right to Use Garbage and Recycling Room (C) numbered 7 on the Stratum Plan.

Garbage Rooms means the garbage rooms located on the Common Property of the Residential Lots.

GFA means gross floor area being the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:

- (a) the area of a mezzanine; and
- (b) habitable rooms in a basement or an attic; and
- (c) any shop, auditorium, cinema, and the like, in a basement or attic;

but excludes:

- (d) any area for common vertical circulation, such as lifts and stairs; and
- (e) any basement used for the purposes of:
 - (i) storage, and
 - (ii) vehicular access, loading areas, garbage and Services; and
- (f) plant rooms, lift towers and other areas used exclusively for mechanical Services or ducting; and
- (g) car parking to meet any requirements of the consent authority (including access to that car parking); and
- (h) any space used for the loading or unloading of goods (including access to it); and

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- (i) terraces and balconies with outer walls less than 1.4 metres high; and
- (j) voids above a floor at the level of a storey or storey above.

Government Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Grease Arrestor means each of the grease arrestors and associated plant and equipment located within the Retail Lot which is a Shared Facility and the subject of **clause 17**.

Green Roofs the inaccessible garden spaces located on the Common Property on the roof(s) of the buildings within the Residential Lots.

Insurance means the insurances taken out by the Building Management Committee under **clause 53.1**.

Kitchen Exhaust Area means that part of the Building in which an Owner or Occupier of a Retail Premises may install and maintain the Kitchen Exhaust Fan.

Kitchen Exhaust Ductwork means the ductwork and associated Services located within the Building for the purpose of connection to the Kitchen Exhaust System.

Kitchen Exhaust Fan means the kitchen exhaust fan and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier of a Retail Premises within the Kitchen Exhaust Area.

Kitchen Exhaust System means the kitchen exhaust, fan, range-hood and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier of a Retail Premises and includes:

- (a) the kitchen exhaust, fan, range-hood and associated plant and equipment installed within a Retail Premises;
- (b) the Kitchen Exhaust Fan located within the Kitchen Exhaust Area; and
- (c) the reticulation of pipes, wires and associated Services between the Kitchen Exhaust Fan and that part of the Kitchen Exhaust System located in a Retail Premises.

Land means the land contained in lot 1 in deposited plan 820327, lot 10 in deposited plan 1162507, lot 13 in deposited plan 6849, lot 12 in deposited plan 1162507 and lot 11 in deposited plan 1162507 [and Scott Street]. **[Drafting note: Inclusion of Scott Street is dependent on whether the Vendor acquires Scott Street. See clause 1.63 of Schedule 4 of the Contract for Sale.]**

Law includes:

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- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent Authority.

Loading Dock means the shared loading dock located on Residential Lot 1 which is a Shared Facility and the subject of the Loading Dock Easement and **clause 22** of this Statement.

Loading Dock Easement means the Right to Use Loading Dock (B) numbered 6 in the Stratum Plan.

Loading Dock Management Plan means the loading dock management plan for the use of the Loading Dock and the subject of **clause 22** of this Statement.

Lot means a Stratum Lot or a lot in a Strata Plan within the Building.

LRS means New South Wales Land Registry Services or its successor.

Majority Resolution means a resolution which is passed at a meeting of the Building Management Committee by at least 75% of those present and entitled to vote at the meeting.

Maintenance Manual has the meaning given to that term in **clause 46.6(a)**.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Members means those persons described in **clause 3.2**.

Membrane means those parts of the Building that have waterproofing membrane applied to them.

Occupier means a person in lawful occupation of a Lot.

Officer means a Secretary, Chairperson and/or Treasurer of the Building Management Committee or other officer as determined by the Building Management Committee under **clause 4.1(b)**.

Owner means the registered proprietor of a Stratum Lot or a Strata Lot within the Building.

Owners Corporation means the owners corporation constituted upon registration of a Strata Plan.

Parcel Locker System means the parcel locker system located in the basement of the Building and which is the subject of **clause 42** of this Statement.

Parcel Locker System Easement means the Right to Use Parcel Lockers (E) numbered 9 on the Stratum Plan.

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Parcel Room means the parcel room located on the Common Property of Residential Lot 1 which is a Shared Facility and which is the subject of the Parcel Room Easement and **clause 41** of this Statement.

Parcel Room Easement means the Right to Use Parcel Room (L) numbered 18 on the Stratum Plan.

Party means a party bound by this Statement as stated in **clause 2.2**.

Pet Wash Bay means the pet wash bay located on the Common Property of Residential Lot 5 which is a Shared Facility and the subject of **clause 21** of this Statement.

Plant means all pipes, connections, junctions, pumps, filters, fans, ducts, coils, mechanical, electrical, hydraulic and fire equipment and ancillary plant and equipment located in the Plant Areas and in the Building.

Plant Areas means those areas of the Building designated for Plant.

Playground means the playground located on the Common Property of Residential Lot 1 which is a Shared Facility and the subject of the Easement for Public Access and **clause 32** of this Statement.

Plaza Area means the plaza located on the Common Property of Residential Lot 1 which is a Shared Facility and which is the subject of the Easement for Public Access and **clause 43** of this Statement.

Prohibited Purposes means those prohibited purposes set out in **clause 14.1(b)**.

Proxy Form means a form in or to the effect of the form in **schedule 2**.

Representative means a representative of a Member appointed under **clause 3.3** from time to time.

Residential Architectural Code means the Residential Architectural Code registered with the By-law Instrument.

Residential Lot means each of Residential Lot 1, Residential Lot 3, Residential Lot 4 and Residential Lot 5 and **Residential Lots** means all of those lots.

Residential Lot 1 means lot 1 in the Stratum Plan.

Residential Lot 1 Owner means either:

- (a) the registered proprietor of the Residential Lot 1; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over the Residential Lot 1.

Residential Lot 1 Strata Scheme means the strata scheme created on registration of a Strata Plan over the Residential Lot 1.

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Residential Lot 3 means lot 3 in the Stratum Plan.

Residential Lot 3 Owner means either:

- (a) the registered proprietor of the Residential Lot 3; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over the Residential Lot 3.

Residential Lot 3 Strata Scheme means the strata scheme created on registration of a Strata Plan over the Residential Lot 3.

Residential Lot 4 means lot 4 in the Stratum Plan.

Residential Lot 4 Owner means either:

- (a) the registered proprietor of the Residential Lot 4; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over the Residential Lot 4.

Residential Lot 4 Strata Scheme means the strata scheme created on registration of a Strata Plan over the Residential Lot 4.

Residential Lot 5 means lot 5 in the Stratum Plan.

Residential Lot 5 Owner means either:

- (a) the registered proprietor of the Residential Lot 5; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over the Residential Lot 5.

Residential Lot 5 Strata Scheme means the strata scheme created on registration of a Strata Plan over the Residential Lot 5.

Residential Lot Owner means the Residential Lot 1 Owner, Residential Lot 3 Owner, Residential Lot 4 Owner and Residential Lot 5 Owner.

Residential Shared Lifts means the lifts located within the easement site of the Shared Lifts Easement which is a Shared Facility and the subject of the Shared Lifts Easement and **clause 28** of this Statement.

Residential Shared Lifts Easement means the Right to Use Lift (G) numbered 12 in the Stratum Plan.

Residential Strata Lot means a lot for residential use within a Strata Scheme created on registration of a Strata Plan for a Residential Lot.

Residential Strata Scheme means each residential Strata Scheme created on registration of a Strata Plan over a Residential Lot.

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Residential Visitor Car Spaces means those car spaces located on basement level 1 of the Building which are designated as visitor car spaces for visitors to the Residential Lots and are the subject of **clause 36** of this Statement.

Resolution means a Majority Resolution or Unanimous Resolution, as the context provides.

Retail Design Guidelines means the guidelines for design, aesthetics and appearance of Retail Premises in the Building.

Retail Development Application means a development application relating to all or part of the Retail Lot under **clause 14.4(a)**.

Retail Exclusive Use Plaza Areas that part of the Plaza Area that is allocated for external seating or other external use by the Retail Lot Owner, identified by the hatched area on the sketch plan showing the retail seating area at **Schedule 3**.

Retail Lot means lot 2 in the Stratum Plan.

Retail Lot Owner means either:

- (a) the registered proprietor of the Retail Lot; or
- (b) the Owners Corporation created on registration of a Strata Plan for the Retail Lot.

Retail Premises means the premises forming part of the Retail Lot.

Retail Shared Lifts means the lifts located within the easement site of the Shared Lifts Easement which is a Shared Facility and the subject of the Shared Lifts Easement and **clause 29** of this Statement.

Retail Shared Lifts Easement means the Right to Use Lift (M) numbered 23 in the Stratum Plan.

Retail Visitor Car Spaces means those car spaces located on basement level 1 of the Building which are designated as visitor car spaces and are the subject of **clause 37** of this Statement.

Secretary means the person appointed by the Building Management Committee as Secretary from time to time under **clause 4.1(a)**.

Service means:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and

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(e) any other facility, supply or transmission required to service the Building.

Shared Costs means the following expenses:

- (a) in relation to a Shared Facility:
 - (i) repair, maintenance, cleaning and operating costs (including energy and water usage);
 - (ii) renewal or replacement costs; and
 - (iii) any amount payable to a contractor under any maintenance agreement;
- (b) costs of Insurance;
- (c) the fees and administrative costs in relation to this Statement, the Building Management Committee, Administration Manager and the Building Manager; and
- (d) any amount determined by Resolution to be Shared Costs.

Shared Facilities means:

- (a) the services, facilities, machinery and equipment referred to in the Shared Facilities Schedule (as may be amended or varied in accordance with this Statement);
- (b) any areas, alterations, additions or replacement of those items;
- (c) any pipes, conduits, wires, cables and ducts connected to or forming part of these items but not those parts exclusively serving a Member's Lot or Common Property;
- (d) any items necessary to operate or service the facilities, such as cleaning equipment and materials;
- (e) any area in which the Shared Facilities are located; and
- (f) any services, facilities, machinery, Plant and equipment which the Building Management Committee determines by Resolution are Shared Facilities.

Shared Facilities Schedule means the schedule of Shared Facilities attached to this Statement in **Schedule 1**.

Signage means any sign, plaque, painting or poster (with or without illumination) affixed or to be affixed within the Signage Areas adjoining Retail Premises.

Signage Areas means the area to the underside of the awning and below limited to that part of the awning that is affixed to the relevant Retail Premises.

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Solar Panels means the solar panels located on the Common Property of Residential 1, Residential Lot 3 and Residential Lot 5 on the roof(s) of Building D, Building E and Building F which are a Shared Facility and the subject of **clause 25** of this Statement.

Statement means this Strata Management Statement.

Stormwater Detention System means the onsite stormwater detention system/rainwater tank and filtration facilities including all proprietary treatment systems and ancillary infrastructure located in the Building which is a Shared Facility and the subject of **clause 40** of this Statement.

Strata Lot means a lot within a Strata Scheme.

Strata Plan means a strata plan under the Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

Stratum Lot means:

- (a) a lot in the Stratum Plan which has not been subdivided by a Strata Plan; or
- (b) a stratum lot created on registration of a further stratum plan subdividing a Lot.

Stratum Lot Owner means the registered proprietor of a Stratum Lot.

Stratum Plan means deposited plan **[#]**.

Substitute Representative means a person appointed by a Member to represent them for the purpose of this Statement as a substitute for their Representative.

Trading Hours means permitted trading hours of operation of the Retail Lot as permitted under a development consent relevant for the Retail Lot (or any part of the Retail Lot).

Treasurer means the person appointed by the Building Management Committee from time to time as Treasurer under **clause 4.1(a)**.

Tribunal means the NSW Civil and Administrative Tribunal established by the *Civil and Administrative Tribunal Act 2013* (NSW).

Unanimous Resolution means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.

Visitor Bicycle Parking Areas means the areas for bicycle parking located on the Common Property of the Residential Lots which are a Shared Facility and the subject of **clause 38** of this Statement.

Year means any of the following (as the context requires):

- (a) Year 1; and

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- (b) a successive 12 month period commencing on the day after the end of Year 1.

Year 1 means the period commencing on the date of registration of this Statement and ending on the Year End which may not be a period of 12 months.

Year End means the year end for accounting purposes determined by the Building Management Committee in accordance with **clause 51.3**.

1.3 Interpretation

Unless expressed to the contrary, in this Statement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Sydney;
 - (viii) "\$" or "dollars" is a reference to Australian currency;

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- (ix) this or any other document includes the Statement as novated, varied or replaced and despite any change in the identity of the parties;
- (x) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form;
- (xi) this Statement includes all schedules and annexures to it; and
- (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Statement.

1.4 Parties Bound Jointly and Individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

1.5 Shared Costs binding on successor in title

The parties acknowledge and agree that following any sale, transfer or other dealing with a Lot any unpaid Shared Cost which is due and payable by a Member including interest under **clause 51.6** will remain binding on the Member selling, transferring or otherwise dealing with a Lot and will also be binding upon the Member's successors in title.

1.6 Headings

Headings do not affect the interpretation of this Statement.

1.7 Business Day

- (a) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.
- (b) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (c) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (d) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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PART 2: MEMBERS' AND OCCUPIERS' OBLIGATIONS

2 Parties Bound and General Obligations

2.1 Members

- (a) The Building has five components, being the:
 - (i) Residential Lot 1 Strata Scheme;
 - (ii) Residential Lot 3 Strata Scheme;
 - (iii) Residential Lot 4 Strata Scheme;
 - (iv) Residential Lot 5 Strata Scheme; and
 - (v) Retail Lot,
 or a less number of components in the event Stratum Lots are consolidated or a greater number of components in the event further Stratum Lots are created.
- (b) The owners of the five components are the Members of the Building Management Committee. They are the:
 - (i) Residential Lot 1 Owner;
 - (ii) Residential Lot 3 Owner;
 - (iii) Residential Lot 4 Owner;
 - (iv) Residential Lot 5 Owner; and
 - (v) Retail Lot Owner.

2.2 Parties Bound

This Statement has effect as an agreement under seal binding the Members and every Owner, lessee, Occupier or mortgagee in possession of a Lot in the Building.

2.3 General Obligations

The Members must:

- (a) promptly comply with their obligations under this Statement and the Act;
- (b) promptly pay their contributions for amounts they owe the Building Management Committee under this Statement and the Act; and
- (c) comply with the Easements.

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2.4 Strata by-laws

- (a) The by-laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.
- (b) If a by-law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by-law.

2.5 Further Subdivision

- (a) A Party must not object to, and is taken to have given its consent to:
 - (i) an application with an Authority to subdivide (including by Strata Plan or other plan of subdivision) one or more of the Stratum Lots;
 - (ii) the registration of any Strata Plan or other plan of subdivision which subdivides one or more of the Stratum Lots; and
 - (iii) the registration of any plan of consolidation of one or more of the Stratum Lots;
 - (iv) a Strata Management Statement to be registered with a Strata Plan or other plan of subdivision set out in **clauses 2.5(a)(i) and 2.5(a)(iii)** replacing or amending this Statement provided that the provisions of the Strata Management Statement referred to in this **clause 2.5(a)(iv)**:
 - (A) are substantially similar to the provisions of this Statement;
 - (B) do not materially adversely affect a Party's rights under this Statement; and
 - (C) do not detrimentally affect the Party's use of or contributions towards Shared Facilities.
- (b) Each Party must:
 - (i) execute a Strata Plan or other plan of subdivision or consolidation which subdivides or consolidates one or more of the Stratum Lots; and
 - (ii) execute a Strata Management Statement referred to in **clause 2.5(a)(iii)**,
within 30 days of being required to do so by a Stratum Lot Owner and must:
 - (iii) promptly procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot to the registration of a Strata Plan or other plan of subdivision and the Strata Management Statement contemplated by **clause 2.5(a)**;

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- (iv) vote in favour of and sign any application by the Developer to the Registrar-General to waive the requirement under the Development Act to register additional strata management statements with the Strata Plans for building in further stages (if required by the Developer);
- (v) promptly do anything else reasonably necessary to give effect to the registration of a Strata Plan or other plan of subdivision and the Strata Management Statement contemplated by **clause 2.5(a)**; and
- (vi) sign all documents and do all things reasonably necessary to give effect to this **clause 2.5** within five Business Days of being required to do so by a Stratum Lot Owner.

2.6 Amending this Statement

Unless otherwise provided in this Statement, this Statement can only be amended in accordance with the relevant provisions of the Development Act and any other Laws as may be in force from time to time which set out the manner in which this Statement can be amended.

2.7 Unanimous Resolutions of the Building Management Committee

Unless otherwise stated in this Statement, a Unanimous Resolution passed by the Building Management Committee, or the subject matter of a Unanimous Resolution, is definitive and must not be the subject of expert determination.

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PART 3: BUILDING MANAGEMENT COMMITTEE AND MANAGERS

3 Building Management Committee

3.1 Establishing the Building Management Committee

- (a) The Members must establish the Building Management Committee within three months after the registration of this Statement.
- (b) The Building Management Committee cannot be dissolved while this Statement is in force.

3.2 Members of the Building Management Committee

The Members of the Building Management Committee are the:

- (a) Residential Lot 1 Owner;
- (b) Residential Lot 3 Owner;
- (c) Residential Lot 4 Owner;
- (d) Residential Lot 5 Owner; and
- (e) Retail Lot Owner.

3.3 Representatives

- (a) Each Member must:
 - (i) appoint a Representative;
 - (ii) give to each other Member notice of the name, address, email address (if applicable) and telephone number of the Representative; and
 - (iii) serve notice on the other Members each time their contact details change.
- (b) Each Member may:
 - (i) change its Representative at any time; and
 - (ii) appoint a Substitute Representative for a particular meeting or meetings.
- (c) The Representative or Substitute Representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with a Resolution or a by-law made by the Member.

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- (d) If a Member is the registered proprietor of more than one Stratum Lot, the Member may appoint one Representative to represent the Member for both Stratum Lots.
- (e) A Member may authorise the Representative or Substitute Representative to appoint a proxy to represent and vote for the Member at meetings of the Building Management Committee.

3.4 Functions

The functions of the Building Management Committee are to:

- (a) make decisions about matters delegated to the Building Management Committee under this Statement;
- (b) determine and levy contributions for the administrative fund and the sinking fund under **clause 51**;
- (c) operate, maintain, renew, replace and control the use of Shared Facilities;
- (d) change or add to or extend Shared Facilities;
- (e) change or add to or adjust Shared Costs;
- (f) effect the Insurances;
- (g) appoint and supervise any Contractor or agent, including the Administration Manager and Building Manager, engaged by the Building Management Committee;
- (h) monitor the performance by Owners and Occupiers of their obligations under the Act and this Statement;
- (i) register any variation to this Statement;
- (j) comply with this Statement and the Act; and
- (k) make decisions.

3.5 Decision making

The Building Management Committee can only make decisions in accordance with this Statement and at a meeting by Resolution.

4 Officers of the Building Management Committee

4.1 Appointment of Officers

The Building Management Committee:

- (a) must appoint a Chairperson, Treasurer and Secretary as Officers;

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- (b) may appoint any other Officer who the Building Management Committee considers necessary; and
- (c) must immediately appoint a replacement Officer if an Officer vacates his or her position.

4.2 Eligibility for Office

Officers must be a Representative, Substitute Representative or the Administration Manager and one person may hold more than one office bearer position.

4.3 Appointment of Officers

- (a) The Building Management Committee must, by Unanimous Resolution, appoint Officers within three months after the registration of this Statement.
- (b) The Building Management Committee may, by Unanimous Resolution, appoint new Officers at any time.
- (c) The Building Management Committee may delegate the functions of its Officers to the Administration Manager and/or the Building Manager in accordance with **clause 6.3**.

4.4 Vacating Office

An Officer will have vacated their position if:

- (a) they are no longer a Representative or the Administration Manager;
- (b) the Building Management Committee, by Resolution:
 - (i) dismisses the Officer from their position; and
 - (ii) appoints a replacement Officer to that position; or
- (c) an Officer submits their resignation in writing stating the date which their resignation will become effective.

4.5 Performing functions

An Officer must perform his or her functions according to the Act, this Statement and the directions of the Building Management Committee.

4.6 Functions of Secretary

The functions of the Secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee including:

- (a) answering communications sent to the Building Management Committee;
- (b) performing administrative and secretarial functions for the Building Management Committee;

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- (c) convening meetings and preparing and distributing notices, agendas and minutes for those meetings;
- (d) serving notices on behalf of the Building Management Committee;
- (e) keeping records (other than records which the Treasurer must keep) for the Building Management Committee; and
- (f) making the records of the Building Management Committee available for inspection.

4.7 Functions of the Treasurer

The functions of the Treasurer are to:

- (a) prepare budgets;
- (b) prepare financial statements;
- (c) send out notices for, collect and bank contributions to the administrative fund and the sinking fund;
- (d) prepare outstanding levy certificates;
- (e) arrange for the preparation of audit reports;
- (f) pay accounts; and
- (g) keep the accounting records of the Building Management Committee.

4.8 Functions of the Chairperson

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends. The Chairperson may appoint the Administration Manager to chair meetings of the Building Management Committee in the Chairpersons absence or as desired by the Chairperson from time to time.

4.9 Other Appointees

If the Building Management Committee appoints an Officer under **clause 4.1(b)**, it must clearly define the duties of the Officer. The Building Management Committee may appoint one person to hold more than one position.

5 Meetings and voting

5.1 Holding of Meetings

The Building Management Committee must hold a meeting:

- (a) if a Member requests by notice in writing;

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- (b) at least once annually from the date of the first meeting of the Building Management Committee;
- (c) if the Building Management Committee is otherwise required to do so under this Statement; or
- (d) if the Administration Manager determines to hold a meeting.

5.2 Request for Meeting

- (a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.
- (b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

5.3 Quorum

- (a) At any meeting of the Building Management Committee, a quorum consists of a Representative of each Member and, whilst the Developer is the owner of a Stratum Lot, must include a representative of the Developer.
- (b) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned to a time and place determined by the Chairperson at the meeting.
- (c) If a meeting is adjourned, the person who convened the meeting must give notice of the adjournment to each member at least two Business Days before the adjourned meeting is to be held.
- (d) The quorum for the adjourned meeting is that number of Representatives present at the time appointed for the adjourned meeting.
- (e) At an adjourned meeting, whilst the Developer is the owner of Stratum Lot, a representative of the Developer must be present to constitute a quorum.

5.4 Notice of Meetings

- (a) The Secretary of the Building Management Committee must normally give at least five Business Days' notice of a meeting to each Member.
- (b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.
- (c) A notice of a meeting must include:
 - (i) the time, date and place for the meeting; and
 - (ii) an agenda for the meeting.
- (d) An agenda for a meeting must include:

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- (i) the terms of the motions for Resolution at the meeting;
 - (ii) a reference to whether a Majority Resolution or Unanimous Resolution is required for each Resolution;
 - (iii) the matters requested by notice in writing to be considered at the meeting by Members, Owners or Occupiers;
 - (iv) a copy of the minutes of the last meeting; and
 - (v) a motion to adopt the minutes of the last meeting.
- (e) In the case of an emergency meeting a notice is not required to include the matters set out in **clause 5.4(d)(iv) to (v)** above.
- (f) If the levying of contributions is an item on the agenda for a meeting, then the notice must include a copy of a budget and audited financial statements for the financial period just ended in accordance with **clause 51.7** prepared by the Building Management Committee.

5.5 Voting

- (a) At each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise one vote on matters raised in the agenda for the meeting, subject to **clause 5.5(f)** of this Statement.
- (b) A Defaulting Member is not entitled to vote.
- (c) The Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (d) If the Building Management Committee decide on a matter, it must be decided by a Majority Resolution unless otherwise stated in this Statement.
- (e) In the event that a vote results in a deadlock between the Members, the motion will be lost.
- (f) A Member is not entitled to vote on a matter in relation to a Shared Facility or other parts of the Building that that Member is not entitled to use or access, including those matters under **clause 5.6**.

5.6 Matters requiring Unanimous Resolution

- (a) The matters that the Building Management Committee must decide by Unanimous Resolution are:
 - (i) amending **clause 2.5** of this Statement or the definition of Unanimous Resolution in **clause 1.2** of this Statement;

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- (ii) the distribution to Members of surplus money in the sinking fund and administration fund;
 - (iii) amending the Loading Dock Management Plan under **clause 22**;
 - (iv) changing, adding to or removing Shared Facilities other than a decision to repair Shared Facilities or to renew or replace minor items (unless otherwise specified in this Statement); and
 - (v) changing, adding to or adjusting Shared Costs (unless otherwise specified in this Statement).
- (b) A Unanimous Resolution passed in relation to matters set out in this **clause 5.6** is definitive and must not be the subject of expert determination.

5.7 Meetings held in writing

The Building Management Committee may hold a meeting in writing and representatives may vote in writing if:

- (a) the person who convenes the meeting serves notice of the meeting according to this Statement; and
- (b) the person who convenes the meeting provides each member with a voting paper with the notice for the meeting and see the required members or number of members approved motions in the agenda, complete their voting paper and return to the person who convened the meeting before the meeting is due to commence.

5.8 Appointing a proxy

- (a) A person may appoint a proxy if that person is:
 - (i) a Member; or
 - (ii) a Representative or Substitute Representative if the Member which appointed a person has authorised that person in writing to appoint a proxy according to **clause 3.3(e)**.
- (b) A proxy must be a natural person.
- (c) Subject to this **clause 5.8**, a person may appoint a proxy at any time provided that:
 - (i) the person makes the appointment on a Proxy Form; and
 - (ii) the person and the proxy sign the Proxy Form; and
 - (iii) the person delivers the signed Proxy Form to the Building Management Committee prior to the commencement of the meeting at which the proxy may vote.

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- (d) A person may include in the Proxy Form instructions to their proxy about how to vote. A vote by a proxy in contravention of their instructions is invalid.
- (e) A person's proxy cannot vote at a meeting if the Member (or their Representative or Substitute Representative) cast a vote.

6 Appointment of an Administration Manager

6.1 Appointment of an Administration Manager

- (a) The Building Management Committee must appoint an Administration Manager to assist the Building Management Committee in performing its functions, in particular its financial and secretarial functions.
- (b) When appointing an Administration Manager, the Building Management Committee may (but is not obliged to) appoint the same person as a strata manager appointed by an Owners Corporation.
- (c) Any appointment must:
 - (i) be in writing;
 - (ii) be signed by each Member;
 - (iii) be for a term (with options) in accordance with the Management Act, with rights for early determination by either the Building Management Committee or the Administration Manager; and
 - (iv) reserve to the Building Management Committee the power to continue exercising any or all of the functions delegated to the Administration Manager.
- (d) The Building Management Committee must monitor the performance of the Administration Manager.

6.2 Administration Management Fee

If an Administration Manager is appointed, the Members must contribute to the Administration Management Fee in the proportions set out in the Shared Facilities Schedule.

6.3 Delegation of functions

- (a) Subject to **clause 6.3(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Administration Manager and/or the Building Manager.

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- (b) The Building Management Committee may not delegate functions to the Administration Manager or the Building Manager which the Building Management Committee may only exercise by Unanimous Resolution or functions which the Building Management Committee determines by Unanimous Resolution may only be exercised by the Building Management Committee.

6.4 Administration Manager's Duties

The Administration Manager's duties may include to:

- (a) effect and maintain Insurance on behalf of the Members in accordance with relevant Law;
- (b) implement decisions made by the Building Management Committee;
- (c) undertake secretarial and other functions arising from this Statement;
- (d) maintain taxation and other statutory records, provide a public office and obtain an Australian Business Number for the Building Management Committee, and ensure compliance with all legal obligations with respect to taxation;
- (e) carry out of or as agent for Members, entering into contracts for cleaning, caretaking, inspection, maintenance, minor repairs, replacements and services to the Shared Facilities and any personal property vested in the Building Management Committee;
- (f) comply with any obligations of the Building Management Committee under the Management Act or this Statement; and
- (g) comply with any other duties determined by Resolution, as directed by the Building Management Committee.

7 Appointment of a Building Manager

7.1 Appointment of a Building Manager

The Building Management Committee may, by Resolution, enter into an agreement with a person to assist the Building Management Committee in the operation and management of the Shared Facilities which agreement must be in accordance with the Management Act and may provide for:

- (a) a term (with options) in accordance with the Management Act, with rights for early determination by either the Building Management Committee or the Building Manager;
- (b) drafting plans under this Statement and administering them;

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- (c) the provision of services to Members or Occupiers; and
- (d) anything else which the Building Management Committee agrees is necessary or desirable having regard to the operational and management requirements of the Building Management Committee.

7.2 Building Management Fee

The Members must:

- (a) contribute to the Building Management Fee in the same proportions as set out in the Shared Facilities Schedule for the Building Management Fee for services for the Building Management Committee; and
- (b) pay the whole cost of services provided for a Member pursuant to **clause 7.1(c)**.

7.3 Building Manager's Duties

The Building Manager's duties may include to:

- (a) ensure the proper operation, repair, maintenance and renovation and replacement of the Shared Facilities; and
- (b) carry out the Building Management Committee's obligations in respect of any maintenance agreement.

7.4 General provisions regarding the Building Manager

- (a) At the expiration of an agreement entered into under **clause 7.1**, the Building Management Committee may enter into a further agreement on terms substantially similar to the agreement contemplated under that clause.
- (b) The Building Management Committee may not without the written consent of the Building Manager enter into more than one agreement under **clause 7.1** at any one time.
- (c) A Member and any Owner or Occupier of a Lot must not:
 - (i) interfere with or obstruct the Building Manager from performing his or her duties under an agreement entered into under **clause 7.1**;
 - (ii) interfere with or obstruct the Building Manager from using any part of the Shared Facilities lawfully designated by the Building Management Committee for use by the Building Manager.

8 Strata or Stratum Subdivision of parts of the Building

8.1 Registration of subsequent strata plans

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A Member that registers a Strata Plan other than the first strata plan in the Building must, at its cost, use its reasonable endeavours to obtain an exemption from LRS, to the lodgement of a strata management statement with the proposed Strata Plan on the basis that the Statement is already in force with respect to the Building.

8.2 Short form strata management statement

- (a) If the Member does not obtain the exemption referred to in **clause 8.1**, it must, at its cost, register a short form strata management statement which refers to the Statement as the operative document.
- (b) A short form strata management statement is a document registered with the proposed Strata Plan that:
 - (i) complies with the Development Act;
 - (ii) refers to the Statement; and
 - (iii) has force and effect as if the Statement is set out in full in the short form strata management statement.
- (c) If a Member registers a strata management statement and is unable to register a short form strata management statement incorporating the terms of the Statement, the Member must register a strata management statement on the same terms as the Statement.

8.3 Consent by Members and Occupiers

- (a) Members and Occupiers must:
 - (i) give their consent, acting reasonably, to any strata management statement prepared under this **clause 8**;
 - (ii) when consented to, execute the strata management statement within 15 Business Days of being requested to do so by a Member; and
 - (iii) do all things reasonably necessary to ensure that the Member can lodge the strata management statement for registration, including signing documents and producing certificates of title,

provided the rights and obligations of each Owner under the provisions of the strata management statement substantially correspond with the rights and obligations of each Owner under this Statement (other than provisions expressly required by the Development Act to be in the strata management statement).

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- (b) Owners and Occupiers must use reasonable endeavours to procure the consent of any of their mortgagees, chargees and lessees to the registration of subdivision and strata plans and related documents contemplated under this **clause 8**.

8.4 Subdivision of Lots

- (a) If an Owner proposes to subdivide its Lot, the other Owners, Occupiers and the Building Management Committee must, acting reasonably, consent to the proposed subdivision and the proposed strata management statement (if any) if:
- (i) the rights and obligations of each Owner, Occupier and Building Management Committee member under the provisions of the proposed strata management statement substantially correspond with the rights and obligations of each Owner, Occupier and Building Management Committee member under this Statement (other than the provisions expressly required by the Development Act to be in the strata management statement);
 - (ii) the proposed strata management statement to be registered with any strata plan for registration is a short form strata management statement that refers to this Statement; and
 - (iii) the Owner proposing to subdivide its Lot pays all costs associated with the preparation and lodgement of the necessary documents, including any strata management statement and the costs referred to in **clause 8.6**.
- (b) Owners and Occupiers with interests registered on the title for any Lot must endorse their consent on the strata management statement, or short form strata management statement, if this clause is complied with.

8.5 Approval deemed to continue

Any approvals given by the Owners or the Building Management Committee to the Owners in connection with the development and subdivision of a Lot subdivided by a Strata Plan or stratum plan of subdivision are deemed to continue after this Statement ceases to have effect.

8.6 Paying costs

If any Owner proposes to subdivide its part of the Building as contemplated in this **clause 8**, that Owner must pay the reasonable costs incurred by the Building Management Committee, an Owner or an Occupier in considering the proposed subdivision and providing and procuring consent to documents, including costs of obtaining occupants' and mortgagees' consents.

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PART 4: SHARED FACILITIES AND SPECIAL AREAS

9 Shared Facilities and Shared Costs

9.1 Shared Facilities

- (a) Shared Facilities are facilities and services which are used by more than one Member or are located on the land of a Member but used by another Member.
- (b) A list of the Shared Facilities is set out in the Shared Facilities Schedule.
- (c) The Parties acknowledge that as at the date this Statement is registered:
 - (i) not all of the Shared Facilities may have been included in the Shared Facilities Schedule; and
 - (ii) not all of the Shared Facilities listed in the Shared Facilities Schedule may be constructed and available for use by the Parties.
- (d) This **clause 9** is subject to the rights of the Developer under **clause 12**.

9.2 Use of Shared Facilities

- (a) The Shared Facilities Schedule specifies which Members, Owners and Occupiers are entitled to use each Shared Facility. If the Shared Facilities Schedule does not specify entitlement, each Member is entitled to use and enjoy the Shared Facility unless a specific provision of this Statement provides otherwise.
- (b) Each Party must use the Shared Facilities only for their intended purpose and follow the directions of the Building Management Committee.
- (c) Unless otherwise specified in this Statement, the Building Management Committee may make rules in relation to the use of any Shared Facility, provided such rules are not inconsistent with this Statement and do not adversely impact on the use and operation of the Lots.
- (d) Any rules made by the Building Management Committee in relation to the use of any Shared Facility are definitive and must not be the subject of expert determination.

9.3 Maintenance of Shared Facilities

- (a) Except as otherwise specified in this Statement, the Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation, upgrade and replacement of the Shared Facilities.

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- (b) The Building Management Committee may at its discretion enter into maintenance agreements with Contractors to maintain the Shared Facilities.
- (c) The Building Management Committee must, when carrying out or arranging for the carrying out of maintenance, repair, operation, renovation, upgrade and replacement of the Shared Facilities:
 - (i) ensure that all work is done properly;
 - (ii) ensure that the Shared Facilities are maintained in accordance with the manufacturers recommendations provided to the Building Management Committee (if any);
 - (iii) comply with the Building Architectural Code in undertaking such works, to ensure that the works are in keeping with the aesthetics and architecture of the Building;
 - (iv) ensure any works do not affect the waterproofing integrity of the Membrane so that the Membrane does not cause water leakage to the Building including the car park;
 - (v) cause as little damage as practical to the Shared Facilities; and
 - (vi) if damage is caused by the Building Management Committee, restore the Shared Facilities as nearly as practicable to the condition they were in before the damage occurred.

9.4 Step in rights of Retail Lot Owner

- (a) In the event that the Building Management Committee (or any person authorised by the Building Management Committee) fails to procure the repair and maintenance of any of the Shared Facilities that the Retail Lot Owner or Occupier is entitled to use or access, the Retail Lot Owner (or an Authorised User of the Retail Lot Owner) may, after providing the Building Management Committee reasonable notice in writing (except in the case of an emergency), undertake any works necessary to repair and/or maintain the relevant Shared Facilities provided that:
 - (i) the works do not require a Unanimous Resolution under **clause 5.6(a)**; and
 - (ii) the costs of such works shall be a Shared Cost to the extent that such costs are reasonable and, if possible, are consistent with the amount allowed for the repair and maintenance of the relevant Shared Facilities pursuant to the budget developed by the Building Management Committee under **clause 51.2**.

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- (b) Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 9.4** without first obtaining the prior written consent of the Owners and Occupiers of the Retail Lot.

9.5 Damage to Shared Facilities

A Party must:

- (a) immediately notify the Building Management Committee about damage to or a defect in a Shared Facility; and
- (b) pay the costs of repair for any damage to the Shared Facilities caused by that Party.

9.6 Shared Costs

- (a) This **clause 9.6** is subject to the rights of the Developer under **clause 12**.
- (b) It is the intention of the Members that Shared Costs under this Statement are (and remain) apportioned as between the Members in a fair, transparent and equitable manner based on clear calculation methodologies based on the methods of GFA, estimated usage and as otherwise as indicated in the Shared Facilities Schedule.
- (c) Subject to **clause 9.9**, the Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in the Shared Facilities Schedule.
- (d) If there is any change to the Shared Facilities including the addition or removal of any Shared Facilities, the allocation in the Shared Facilities Schedule must be immediately amended including to ensure the apportionment is fair, transparent and equitable based on the appropriate calculation as set out in **clause 9.6(b)** and the Shared Facilities Schedule.
- (e) The Building Management Committee must advise each Member of its proportion of the Shared Costs and must levy Members for contributions in accordance with **clause 51**.
- (f) Each Member must pay its proportion of the Shared Costs.
- (g) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

9.7 Review of Shared Costs

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- (a) The Building Management Committee must review the Shared Costs and Shared Facilities Schedule:
 - (i) immediately following any change to the Shared Facilities in accordance with **clause 10**;
 - (ii) at least once in every five years in accordance with **clause 9.9**; and
 - (iii) annually where a Shared Cost has been calculated on the basis of usage in accordance with **clause 9.8**,
 for the purpose of confirming that the Shared Costs remain fair, transparent and equitable.
- (b) If following a review under **clause 9.7(a)** results in a variation, modification or addition to the Shared Facilities or Shared Costs or both of them, the Parties must vote in favour of a Unanimous Resolution to amend the Shared Facilities or Shared Costs or both of them under **clause 9.7(a)** of this Statement so that they are fair, transparent and equitable.

9.8 Review of Shared Facilities - Usage

- (a) Where a review of usage is undertaken in accordance with **clause 9.7(a)(iii)** by the Building Management Committee, the review must confirm that the percentage cost allocation in the Shared Facilities Schedule substantially reflects the actual usage by the respective Member.
- (b) If the actual usage of a Member is substantially different to the percentage cost allocation in the Shared Facilities Schedule the Parties must adjust the percentage cost allocation in the Shared Facilities Schedule to accord with the percentages of actual use. Any adjustment of the percentage cost allocation in the Shared Facilities Schedule under this clause will not apply retrospectively.
- (c) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.
- (d) Any review of the Shared Costs by the Building Management Committee under **clause 9.7(a)** is definitive and must not be the subject of expert determination.

9.9 Review of Shared Costs at five year intervals

- (a) The Building Management Committee must conduct a review of Shared Costs in accordance with this **clause 9.9** at least once in any five year period.

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- (b) The Building Management Committee may appoint a suitably qualified person to conduct the review pursuant to **clause 9.9(a)** to ensure Shared Costs remain fair, transparent and equitable.
- (c) If each Member cannot agree to and jointly appoint a suitably qualified person to conduct the review pursuant to **clause 9.9(b)**, any of them may request the President of the Law Society of New South Wales to appoint a suitably qualified person to conduct the review having regard to the nature and subject of the review.
- (d) If, following a review under **clause 9.9(a)**, the actual usage of a Member differs by more than 5% from the percentage cost allocation in the Shared Facilities Schedule:
 - (i) the Parties must vote in favour of a Unanimous Resolution to adjust the Shared Costs so that the percentage cost allocation in the Shared Facilities Schedule accords with the percentages of actual use determined in the review under **clause 9.9(a)**;
 - (ii) the adjustment of the percentage cost allocation in the Shared Facilities Schedule under **clause 9.9(d)** must not apply retrospectively; and
 - (iii) the Building Management Committee is responsible for the costs incurred appointing a suitably qualified person under **clause 9.9(b)** or **clause 9.9(c)** as the case may be.
- (e) If following a review under **clause 9.9(a)**, it is found that the actual usage of a Member differs by less than 5% from the percentage cost allocation in the Shared Facilities Schedule:
 - (i) the percentage cost allocation in the Shared Facilities Schedule must remain unchanged; and
 - (ii) the Building Management Committee may recover from the Member requesting the review under **clause 9.9(a)** reasonable costs incurred appointing a suitably qualified person under **clause 9.9(b)** or **clause 9.9(c)** as the case may be.
- (f) A decision of the suitably qualified person under this **clause 9.9** is, in the absence of a manifest error, final and binding on the Parties.

9.10 Government Agency Compliance

The Building Management Committee must:

- (a) arrange for the inspection of Shared Facilities if required by a Government Agency; and

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- (b) obtain any certification of the Shared Facilities required by Law.

10 Amending Shared Facilities and Shared Costs

- (a) Subject to **clauses 9.6(a)** and **10(c)**, the Building Management Committee may by Unanimous Resolution:
 - (i) vary, modify, add a new facility, repair, renew or replace the Shared Facilities; and
 - (ii) add Shared Costs or adjust the division of Shared Costs if required.
- (b) A Unanimous Resolution of the Building Management Committee is required to:
 - (i) change, add to or remove Shared Facilities other than for a decision to repair Shared Facilities or to renew or replace minor items; and
 - (ii) change, add to or adjust Shared Costs, unless otherwise specified in this Statement.
- (c) If the Building Management Committee passes a Unanimous Resolution to vary the Shared Costs and Shared Facilities, the Shared Facilities Schedule is automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution and provide each Member with the revised Shared Facilities Schedule. Any variation to the Shared Costs or Shared Facilities under this clause shall not apply retrospectively.
- (d) A Unanimous Resolution passed in relation to the matters set out in this **clause 10** is definitive and must not be the subject of expert determination.

11 Access

11.1 Access to Shared Facilities

- (a) Access to Shared Facilities is subject to the rights of the contractor under Part 6.
- (b) Each Party must give the Building Management Committee and other Parties:
 - (i) access to and from the Shared Facilities by the means reasonably determined by that Party provided access does not unreasonably interfere with that Party's lawful use of the area; and

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- (ii) access to use the Shared Facilities located within that Party's Lot in accordance with the provisions of this Statement and the Easement to Access Shared Facilities; and
- (iii) access to operate, maintain, repair, renovate and replace the Shared Facilities.
- (c) Appropriate means of access to a Shared Facility does not include:
 - (i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot (which consent must not be refused if it is the only practical means of access); and
 - (ii) any other means of access prohibited under this Statement.
- (d) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 11.1(a)** if access is required to maintain, repair or replace Shared Facilities.

11.2 Access to Plant

- (a) Each Party must give the Building Management Committee and other Parties:
 - (i) access to and from the Plant Areas and Plant by the means reasonably determined by that party provided access does not unreasonably interfere with that Party's lawful use of the area; and
 - (ii) access to operate, maintain, repair, renovate and replace the Plant.
- (b) Appropriate means of access to the Plant Areas and Plant does not include:
 - (i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot (which consent must not be refused if it is the only practical means of access); and
 - (ii) any other means of access prohibited under this Statement.
- (c) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 11.2(a)** if access is required to maintain, repair or replace Plant.

11.3 Right to Access

If a Party accesses parts of the Building in accordance with their rights set out in this Statement that Party must not unreasonably interfere with the other Party's lawful use of the Building.

11.4 Emergency Access

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In an emergency, each Party must give to all Parties access to all exit routes in the Building.

11.5 Conditions of Access

Except in an emergency and unless otherwise specified in this Statement, a Party affected by the proposed means of access may determine the times and reasonable terms of access (including reimbursement of costs) under this **clause 11**.

12 Additional Shared Facilities

12.1 Additional Shared Facilities

- (a) The development of the Building by the Developer may or may not result in the creation of additional Shared Facilities or removal of Shared Facilities or amendment of the Shared Facilities Schedule.
- (b) The Developer may (acting reasonably) request the Parties to vary this Statement at any time to:
 - (i) include additional Shared Facilities or remove Shared Facilities or amend the Shared Facilities, including specifying those Members entitled to use those additional Shared Facilities;
 - (ii) vary a Member's entitlement to use an existing Shared Facility as a result of the creation of the additional Shared Facilities; and
 - (iii) change, add to or adjust the division of Shared Costs to take into account the inclusion of the additional Shared Facilities or removal of a Shared Facility or amendment of a Shared Facility and each Member's entitlement to use those additional Shared Facilities.

12.2 Consent

A Party must, if requested by the Developer under **clause 12.1(a)**:

- (a) consent to the creation of the additional Shared Facilities;
- (b) vote in favour of a Unanimous Resolution to vary this Statement; and
- (c) execute all necessary documentation and do all things necessary to register an amendment to this Statement,

unless the rights of that Party will be materially detrimentally affected by the variation to this Statement.

12.3 Disputes

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The provisions of **clause 55** do not apply to **clause 12.2**.

13 Security Key/Card

- (a) Owners and Occupiers of the Building will be issued security keys/cards by the Building Manager to access those parts of the Building required to be accessed by that Owner or Occupier.
- (b) The security keys/cards will not give Owners and Occupiers access to all areas in the Building.
- (c) An Owner, Occupier or other person authorised by the Building Management Committee must:
 - (i) take all reasonable steps not to lose security keys/cards;
 - (ii) return security keys/cards to the Building Manager if an Owner, Occupier or other person authorised by the Building Manager does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building; and
 - (iii) notify the Building Manager if an Owner or Occupier loses a security key/card.
- (d) An Owner or Occupier must not:
 - (i) copy a security key/card: or
 - (ii) give a security key/card to someone who is not an Owner or Occupier.
- (e) If an Owner or Occupier loses a security key/card, the Building Manager may replace the security key/card. The Owner or Occupier must reimburse the Building Manager the actual cost of replacing any lost security keys/cards, including an administration fee as agreed by the Building Management Committee for replacing the lost security keys/cards.
- (f) An Owner or Occupier must comply with instructions that the Building Manager may make about security keys/cards and, in particular, instructions about recoding and returning security keys/cards.
- (g) The Building Management Committee may make rules from time to time about issuing additional and replacement security keys/cards and recoding of security keys/cards.

14 Uses and Operation of the Retail Lot

14.1 Permitted Use

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- (a) Subject to **clause 14.1(b)**, Owners and Occupiers of the Retail Lot must occupy and use the Retail Lot only for retail purposes permitted by Council.
- (b) Owners and Occupiers of the Retail Lot must not occupy and use the Retail Lot for any of the following purposes:
 - (i) a night club or discotheque;
 - (ii) a sex shop;
 - (iii) a brothel;
 - (iv) a massage parlour;
 - (v) wagering and associated activities;
 - (vi) the sale or use of illicit drug paraphernalia; and
 - (vii) a purpose prohibited by Law,**(Prohibited Purposes)**.
- (c) The Building Management Committee may from time to time by Unanimous Resolution pursuant to **clause 5.6** determine other Prohibited Purposes for the Retail Lot.

14.2 Operation of the Retail Lot

Owners and Occupiers of the Retail Lot must:

- (a) use all reasonable endeavours to ensure that invitees and patrons of the Retail Lot do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building;
- (b) ensure that the use of the Retail Lot is commensurate with the high level quality of the Building and is not a Prohibited Purpose; and
- (c) maintain the cleanliness and good reputation of the Building, and in that regard Owners and Occupiers of the Retail Lot must promptly and properly:
 - (i) dispose of any rubbish; and
 - (ii) load and unload goods for use by the Retail Lot only during those time permitted by a development consent for the Retail Lot;
- (d) ensure the use of the Retail Lot does not generate unacceptable noise levels or offensive or strong odours that adversely affect Owners and Occupiers of the Building; and

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- (e) ensure the business activities (including the setting up and removal of furniture, deliveries to and from the Retail Lot and garbage collection) of Owners and Occupiers of the Retail Lot outside Trading Hours does not cause Owners and Occupiers of the Building to be unreasonably disturbed by noise.

14.3 Shop front windows

- (a) Owners and Occupiers of the Retail Lot must:
 - (i) maintain at all times any shop window displays in the Retail Lot; and
 - (ii) maintain, repair and insure shop front windows including for glass breakage.
- (b) Roller shutters are not permitted to be installed across the shop window displays in the Retail Lot.

14.4 Development Consent

- (a) If required, the Members must consent to an Owner or Occupier of the Retail Lot or a part of the Retail Lot lodging a development application with an Authority relating to all or part of the Retail Lot, including a development application with respect to:
 - (i) fitout, occupation and use of a Retail Lot; or
 - (ii) the erection of any advertisements or advertising structures on a Retail Lot or a part of the Retail Lot,

(Retail Development Application) and must, if required, provide the Owner or Occupier of the Retail Lot with a written authority addressed to the relevant Authority to make any Retail Development Application.
- (b) If the Retail Lot has the benefit of an Easement or of a Shared Facility and the consent of the Residential Lot Owners Corporation and any other Owner of the Retail Lot or a part of the Retail Lot is required by an Authority for the purposes of lodging a Retail Development Application, the Residential Lot Owners Corporation and any other Owner of the Retail Lot or a part of the Retail Lot must provide the Owner or Occupier of the Retail Lot or a part of the Retail Lot with a written authority addressed to the relevant Authority to make any Retail Development Application.

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- (c) The Members must not, and must not direct or assist any third party to object to the Owners or Occupier of the Retail Lot or a part of the Retail Lot lodging a Retail Development Application with an Authority and must, on request of the relevant Owner or Occupier provide any assistance reasonably required to assist the Owners or Occupier in obtaining the Authority's consent to the Retail Development Application.
- (d) A Residential Lot Owners Corporation must not unreasonably withhold its consent to an Owner or Occupier of the Retail Lot or a part of the Retail Lot accessing the Common Property to carry out works the subject of an Authority's consent to a Retail Development Application.
- (e) The matters set out in this **clause 14.4** must not be the subject of expert determination under **clause 55** of this Statement.

14.5 Future Services

- (a) Owners and Occupiers of the Retail Lot may from time to time be required to install new Services in the Building but outside the Retail Lot for the purpose of carrying out a business in the Retail Lot.
- (b) Members must not object to an Owner or Occupier of the Retail Lot installing new Services within the Building but outside the Retail Lot, if:
 - (i) the Owner or Occupier of the Retail Lot seeking to install the Service has development consent to occupy and use the Retail Lot;
 - (ii) the proposed Service is required by the Owner or Occupier of the Retail Lot to carry out the approved business under the development consent;
 - (iii) the location of the proposed Service cannot be located in any existing Easement without detrimentally impacting upon the rights of the businesses of that Easement under the easement terms; and
 - (iv) the location and nature of the proposed Service does not unreasonably interfere with the use and enjoyment of a Member's Lot, damage the structure of the Member's Lot and must be concealed unless in a Plant Area.

14.6 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 14** without first obtaining the prior written consent of the Owners and Occupiers of the Retail Lot.

15 Signage

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15.1 Signage within the Signage Areas

- (a) Subject to the terms of this **clause 15**, an Owner or Occupier of the Retail Lot may affix Signage within the Signage Area adjoined to the Retail Lot.
- (b) Owners and Occupiers must not remove, deface, vandalise or in any other way damage or destroy the Signage affixed within the Signage Areas.
- (c) Damage to the Signage affixed within the Signage Areas and any adjacent Common Property or Lot caused directly by an Owner or Occupier in contravention of **clause 15.1** must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee and the Retail Lot Owner.
- (d) Each Owner or Occupier of the Retail Lot must:
 - (i) maintain, repair and replace the Signage affixed by that Owner or Occupier within the Signage Areas; and
 - (ii) keep the Building Management Committee indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this clause.
- (e) Damage to the Building façade or any Common Property or Lot caused by an Owner or Occupier of the Retail Lot in relation to the affixing or removal of any Signage within the Signage Areas must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee and the Retail Lot Owner.

15.2 Rules

- (a) Any Signage affixed within Signage Areas adjoined to the Retail Lot or otherwise to the Building by an Owner or Occupier of the Retail Lot must comply with the following requirements:
 - (i) Signage must be:
 - (A) compatible with the streetscape character in scale, detail and overall design, without obscuring or dominating important views;
 - (B) professional in design and finish and must relate to the branding of the retail or commercial business conducted within the Retail Lot; and
 - (C) comply with the requirements of the Retail Design Guidelines.

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- (ii) If Signage is connected to power, such power must be connected to the Retail Lot or separately metered and not be connected to the power supply for any other part of the Building or any other Lot.
- (iii) Signage must not have any light emission that may cause disruption to another Owner and Occupier of any Lot.
- (b) Owners and Occupiers of the Retail Lot:
 - (i) must maintain and keep in good working order any Signage affixed by that Owner or Occupier within the Signage Areas adjoined to the Retail Lot or otherwise on or in the Building; and
 - (ii) may change any Signage within the Signage Areas, the Retail Lot or otherwise on the Building provided that the replaced Signage:
 - (A) complies with this **clause 15** and the requirements of this Statement; and
 - (B) is in keeping with the standard of the Building and other Signage affixed within the Signage Areas, the Retail Lot and the Building as at the date the Owner or Occupier seeks to change the Signage.
- (c) Owners and Occupiers of the Retail Lot:
 - (i) must maintain and keep in good working order any Signage affixed by that Owner or Occupier to the Retail Lot or otherwise on or in the Building; and
 - (ii) may change any Signage within the Retail Lot provided that the replaced Signage:
 - (A) complies with this **clause 15** and the requirements of this Statement; and
 - (B) is in keeping with the standard of the Building and other Signage affixed within the Retail Lot and the Building as at the date the Owner or Occupier seeks to change the Signage.
- (d) Nothing contained in this **clause 15** entitles an Owner or Occupier of the Retail Lot to affix any Signage without first obtaining any necessary consent from all relevant Authorities.
- (e) Owners, Occupiers and Members must not, and must not direct or assist any third party to, object to any Signage provided that the Signage:
 - (i) complies with this Statement; and
 - (ii) complies with any relevant Authority requirements.

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15.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 15** without first obtaining the prior written consent of the Owners and Occupiers of the Retail Lot.

16 Air Conditioning Units

16.1 Rules

- (a) Any proposed air conditioning unit to be installed by the Owner or Occupier of the Retail Lot must:
- (i) be approved by the Building Management Committee;
 - (ii) not interfere with the structural integrity of the Building;
 - (iii) not interfere with any Building Services (including Shared Facilities);
 - (iv) not interfere with or damage any waterproofing and Building membrane;
 - (v) not give rise to the transmission of “offensive noise” as defined in the *Protection of the Environment Operations Act 1997* (NSW) as amended or replaced;
 - (vi) not be visible from outside the Retail Lot or outside of the Building and the air conditioning unit and refrigeration plant and equipment must be in keeping with the appearance of the Building at ground level and immediately surrounding ground level; and
 - (vii) be installed to prevent vibration and structural borne noise.
- (b) An Owner or Occupier of the Retail Lot that installs an air conditioning unit and refrigeration plant and equipment must when installing the air conditioning unit and refrigeration plant and equipment:
- (i) comply with the requirements of this Statement;
 - (ii) comply with any relevant Authority requirements;
 - (iii) ensure the installation of the air conditioning unit and refrigeration plant and equipment is undertaken by a licensed and suitably qualified third party; and
 - (iv) comply with manufacturer’s specifications for installation and connection of the air conditioning unit and refrigeration plant and equipment (if any).

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- (c) An Owner or Occupier of the Retail Lot that installs an air conditioning unit and refrigeration plant and equipment must:
 - (i) maintain, repair and insure any air-conditioning unit and refrigeration plant and equipment; and
 - (ii) ensure the maintenance and repair of the air conditioning unit and refrigeration plant and equipment is undertaken by a licensed and suitably qualified third party.
- (d) Without limiting any other provision of this Statement, damage to any part of the Building, any Shared Facilities or other Services provided in the Building caused directly by a Retail Lot Owner or Occupier must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee.

16.2 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 16** without first obtaining the prior written consent of the Owners and Occupiers of the Retail Lot.

17 Grease Arrestors

17.1 Shared Facility

The Grease Arrestors are a Shared Facility for use by Owners and Occupiers of the Retail Lot.

17.2 Maintenance

The Building Management Committee is responsible for the replacement, repair and maintenance of the Grease Arrestors.

17.3 Rules

- (a) Owners or Occupiers of the Retail Lot connected to a Grease Arrestor must:
 - (i) ensure there is no build-up of grease that may attract vermin or create fire risk or other hazards;
 - (ii) ensure the operation and cleaning of the Grease Arrestor is carried out in a manner which minimises the spread of odour;
 - (iii) ensure the cleaning of the Grease Arrestor is undertaken by a licensed and suitably qualified third party; and

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- (iv) provide the Building Management Committee access to allow the Building Management Committee to comply with its obligations under **clause 17.2** and **clause 11** applies in respect of that access.
- (b) Without limiting any other provision of this Statement, damage to any part of the Building, any Shared Facilities or other Services provided in the Building caused directly by a Retail Lot Owner or Occupier or any Authorised User of a Retail Lot Owner or Occupier must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee.
- (c) In the event that the Owner or Occupier of the Retail Lot (or any person authorised by the Owner or Occupier of the Retail Lot) fails to comply with their obligations under **clause 17.3(a)(i)** or **17.3(a)(ii)**, the Building Management Committee (or a person authorised by the Building Management Committee) may, at the cost of the Owner or Occupier of the Retail Lot, undertake any works necessary to the Grease Arrestor and any part of the Building to ensure that the Grease Arrestor does not attract vermin, create a fire risk or other hazards or result in the spread of odour.

17.4 Indemnity

The Owner of the Retail Lot connected to a Grease Arrestor must keep the Members indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to the Building, damage to any property or death of or injury to any person arising out of the use and operation of the Grease Arrestor.

17.5 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 17** without first obtaining the prior written consent of the Owners and Occupiers of the Retail Lot.

18 Kitchen Exhaust

18.1 Installation and connection of a Kitchen Exhaust System

Subject to this **clause 18**, Owners and Occupiers of a Retail Premises may install Kitchen Exhaust Systems to connect to the Kitchen Exhaust Ductwork.

18.2 Requirements

- (a) Any proposed Kitchen Exhaust System to be installed by the Owner or Occupier of a Retail Premises must:
 - (i) be compatible with the Kitchen Exhaust Ductwork;

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- (ii) not interfere with the structural integrity of the Building;
 - (iii) not interfere with any Building Services (including Shared Facilities);
 - (iv) not interfere with or damage any waterproofing and Building membranes (including the Membrane);
 - (v) not give rise to the transmission of “offensive noise” as defined in the *Protection of the Environment Operations Act 1997* (NSW) as amended or replaced;
 - (vi) comply with the requirements of this Statement;
 - (vii) comply with any relevant Authority requirements;
 - (viii) be installed, operated and maintained to prevent vibration;
 - (ix) be installed, operated and maintained in a manner which minimises the spread of odour; and
 - (x) be connected to the electrical supply of the respective Retail Premises.
- (b) Notwithstanding **clause 18.2(a)**, if an Owner or Occupier of a Retail Premises intends to install a Kitchen Exhaust System that may require works to be undertaken and a change to be made to:
- (i) the Kitchen Exhaust Ductwork;
 - (ii) a Building Service or the capacity of a Building Service (including Shared Facilities); and/or
 - (iii) the waterproofing and Building membranes (including the Membrane),
- then the Owner or Occupier must:
- (iv) obtain the prior consent of the Building Management Committee to install the Kitchen Exhaust System and undertake the works required; and
 - (v) pay the costs associated with the installation of the Kitchen Exhaust System and any rectification works required to be undertaken to the Kitchen Exhaust Ductwork, Building Service or waterproofing and Building membranes.
- (c) The Building Management Committee must not unreasonably withhold its consent to a request for approval by an Owner or Occupier under **clause 18.2(b)**.

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- (d) An Owner or Occupier of a Retail Premises that installs a Kitchen Exhaust System and connects to the Kitchen Exhaust Ductwork must, when installing the Kitchen Exhaust System and connecting to the Kitchen Exhaust Ductwork:
 - (i) comply with the requirements of this Statement;
 - (ii) comply with any relevant Authority requirements, including the National Construction Code and all relevant standards and codes;
 - (iii) comply with manufacturer's specifications for installation and connection of the Kitchen Exhaust System (if any);
 - (iv) ensure the installation of the Kitchen Exhaust System and connection to the Kitchen Exhaust System is undertaken by a licensed and suitably qualified third party; and
 - (v) if the consent of the Building Management Committee is required under **clause 18.2(b)**, comply with the reasonable requirements of the Building Management Committee.
- (e) Without limiting any other provision of this Statement, damage to any part of the Building, any Shared Facilities or other Services provided in the Building caused directly by an Owner or Occupier of a Retail Premises or any Authorised User of the Retail Lot Owner or Occupier of a Retail Premises installing, operating or using the Kitchen Exhaust System of a Retail Premises must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee.
- (f) Owners, Occupiers and Members must not, and must not direct or assist any third party to, object to the installation of any Kitchen Exhaust System or Kitchen Exhaust Ductwork provided that the Kitchen Exhaust System or Kitchen Exhaust Ductwork:
 - (i) complies with this Statement; and
 - (ii) complies with any relevant Authority requirements.

18.3 Maintenance of Kitchen Exhaust System

- (a) An Owner or Occupier of a Retail Premises who installs a Kitchen Exhaust System:
 - (i) is responsible for the operation, cleaning, maintenance, repair and replacement of the Kitchen Exhaust System;

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- (ii) must clean out all vents, filters and traps at regular intervals, in line with any industry standards for its application and immediately where any leakages are evident;
 - (iii) must ensure there is no build up of grease or other debris that may attract vermin or create a fire risk;
 - (iv) ensure the cleaning, maintenance, repair and replacement of the Kitchen Exhaust System is undertaken by a licensed and suitably qualified third party; and
 - (v) must comply with the Building Management Committee's reasonable requirements for cleaning, replacement, repair and maintenance of the Kitchen Exhaust System.
- (b) In accordance with **clause 46.3**, Owners and Occupiers of Lots, other than the Retail Lot in which the Kitchen Exhaust System is located, on which the Kitchen Exhaust System is located must provide the Retail Lot Owner or Occupier of a Retail Premises with access to their Lot to allow the Retail Lot Owner or Occupier of the relevant Retail Premises to carry out its obligations under **clause 18.3**.
- (c) In the event that an Owner or Occupier of a Retail Premises (or any person authorised by an Owner or Occupier of a Retail Premises) fails to repair and maintain the Kitchen Exhaust System so as to prevent any damage to the Building, the Building Management Committee (or a person authorised by the Building Management Committee) may, after providing the Retail Lot Owner or Occupier of the relevant Retail Premises reasonable notice in writing (except in the case of an emergency) and at the cost of that Owner or Occupier of a Retail Premises, undertake any works necessary to repair and/or maintain the Kitchen Exhaust System and any part of the Building.

18.4 Indemnity

Each Owner of a Retail Premises must keep the Members and Building Management Committee indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to the Building, damage to any Building Services (including Shared Facilities), damage to any property or death of or injury to any person arising out of the installation, use and operation of the Kitchen Exhaust System.

18.5 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 18** without first obtaining the prior written consent of the Owners and Occupiers of the Retail Lot.

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19 Car Share Spaces

[Drafting note: clause to be included if determined by the vendor under clause 1.40 of Schedule 4 of the Contract.]

20 Car Wash Bay

20.1 Shared Facility

The Car Wash Bay is a Shared Facility for use by Members of the Residential Lots and their respective Owners and Occupiers, excluding Owners and Occupiers of the Retail Lot.

20.2 Rules

- (a) The Car Wash Bay may only be used:
 - (i) for washing of vehicles; and
 - (ii) between the hours of 6.00 am and 8.00 pm or other hours as nominated from time to time by the Building Management Committee.
- (b) All Members, Owners and Occupiers entitled to use the Car Wash Bay must:
 - (i) comply with all relevant Laws and with any rules made by the Building Management Committee in respect of the Car Wash Bay from time to time; and
 - (ii) leave the Car Wash Bay in a clean and tidy condition and remove all rubbish after use.
- (c) No vehicles may be parked in the Car Wash Bay (other than for the purposes of car washing).
- (d) No vehicles may be left unattended in the Car Wash Bay.
- (e) The Building Management Committee must not deal with the Car Wash Bay in contravention of its designated use for a car wash bay including selling or leasing the Car Wash Bay.

20.3 Building Management Committee Rules

- (a) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Car Wash Bay.
- (b) The Building Management Committee may amend or substitute any rules and conditions made by the Building Management Committee (acting reasonably).

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- (c) Rules and conditions made by the Building Management Committee under this **clause 20.3** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners and Occupiers entitled to use the Car Wash Bay must comply with any rules and conditions made by the Building Management Committee under **clause 20.3**.

20.4 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 20** without first obtaining the prior written consent of each Residential Lot Owner.

21 Pet Wash Bay

21.1 Shared Facility

The Pet Wash Bay is a Shared Facility for use by Members of the Residential Lots and their respective Owners and Occupiers, excluding Owners and Occupiers of the Retail Lot.

21.2 Rules

- (a) The Pet Wash Bay may only be used:
 - (i) for washing and grooming of cats and dogs kept by Owners and Occupiers of the Members of the Residential Lots; and
 - (ii) between the hours of 6.00 am and 8.00 pm or other hours as nominated from time to time by the Building Management Committee.
- (b) All Members, Owners and Occupiers entitled to use the Pet Wash Bay must:
 - (i) comply with all relevant Laws and with any rules made by the Building Management Committee in respect of the Pet Wash Bay from time to time; and
 - (ii) leave the Pet Wash Bay in a clean and tidy condition and remove all rubbish after use.
- (c) Children under the age of 15 years of age must be accompanied and supervised by an adult whilst using the Pet Wash Bay.
- (d) No animals may be left unattended in the Pet Wash Bay.
- (e) The Building Management Committee must not deal with the Pet Wash Bay in contravention of its designated use for a pet wash bay including selling or leasing the Pet Wash Bay.

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21.3 Building Management Committee Rules

- (a) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Pet Wash Bay.
- (b) The Building Management Committee may amend or substitute any rules and conditions made by the Building Management Committee (acting reasonably).
- (c) Rules and conditions made by the Building Management Committee under this **clause 21.3** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners and Occupiers entitled to use the Community Open Space must comply with any rules and conditions made by the Building Management Committee under **clause 21.3**.

21.4 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 21** without first obtaining the prior written consent of each Residential Lot Owner.

22 Loading Dock

22.1 Shared Facility

The Loading Dock is a Shared Facility for use by Members, Owners and Occupiers of the Building.

22.2 Rules

- (a) All Members, Owners and Occupiers entitled to use the Loading Dock must use the Loading Dock for garbage disposal and collection, access to Service bays and retail delivery purposes in accordance with this Statement, the Loading Dock Easement, the Loading Dock Management Plan and any other rules determined by the Building Management Committee from time to time.
- (b) The Members and their respective Owners and Occupiers must cooperate to ensure that the use of the Loading Dock is shared to reasonably meet the respective needs of each Member and their respective Owners and Occupiers.

22.3 Amendment

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Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 22** without first obtaining the prior written consent of each Residential Lot Owner and the Retail Lot Owner.

22.4 Loading Dock Management Plan

- (a) Members, Owners and Occupiers must comply with the Loading Dock Management Plan published by the Developer (as amended from time to time) when using the Loading Dock.
- (b) The Building Management Committee must adopt the Loading Dock Management Plan within three months of registration of this Statement.
- (c) The Building Management Committee must keep copies of the Loading Dock Management Plan and provide a current copy to an Owner or Occupier on request.
- (d) Subject to **clause 22.4(e)**, the Building Management Committee may by Unanimous Resolution amend the Loading Dock Management Plan from time to time.
- (e) While the Developer is the registered proprietor of a Lot, the Building Management Committee cannot pass a Unanimous Resolution to amend the Loading Dock Management Plan without first obtaining the prior written consent of the Developer.

23 CCTV Security System

23.1 Shared Facility

The CCTV Security System is a Shared Facility for the benefit of Members and their respective Owners and Occupiers subject to the *Privacy Act 1988* (Cth) and any other legal rights.

23.2 Access to CCTV Footage

- (a) The CCTV Security System may monitor the public domain, car park, loading dock, lifts, lift lobbies, corridors and public spaces within the Building and is managed by the Building Management Committee.
- (b) The Administration Manager, Building Manager and any security provider engaged by the Building Management Committee may review CCTV footage for the purpose of monitoring the areas referred to in **clause 23.2(a)**.

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- (c) The Building Management Committee may access any Residential Lot and the Retail Lot from time to time to view the CCTV footage and must provide unrestricted access to New South Wales Police and Federal Police if and when required.
- (d) Members and their respective Owners and Occupiers are not permitted to access any Residential Lot or the Retail Lot to review CCTV footage without the prior consent of the Administration Manager, which consent the Administration Manager must not unreasonably withhold if the matter relates to the security of the Building.
- (e) The Administration Manager must make prior arrangements with the Building Manager for an Owner or Occupier to access any Residential Lot or the Retail Lot to review CCTV footage prior to the Administration Manager consenting to an Owner or Occupier accessing any Residential Lot or the Retail Lot to review CCTV footage under **clause 23.2(d)**.
- (f) The proper storage of footage is to be determined by the Building Management Committee in accordance with the *Privacy Act 1988* (Cth) and other relevant Law.

24 CCTV Footage

Notwithstanding **clause 23**:

- (a) the Building Management Committee will provide 24 hour security surveillance of the some public areas in the Building (by means of CCTV Security System). However, the Building Management Committee is not obliged to provide security Services to all areas in the Building; and
- (b) the CCTV Security System footage may be reviewed from time to time. However, the CCTV Security System will not be monitored 24 hours a day, 7 days a week.

25 Solar Panels

- (a) The Solar Panels are a Shared Facility which will generate energy for common areas in and around the Building.
- (b) The Building Management Committee is responsible for the repair and maintenance of the Solar Panels.
- (c) The Building Management Committee must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Solar Panels.

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26 Green Roofs

- (a) The Green Roofs are a Shared Facility.
- (b) The Building Management Committee is responsible for the repair and maintenance of the Green Roofs.
- (c) The Building Management Committee must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Green Roofs.
- (d) Owners and Occupiers may not access the Green Roofs.

27 Landscaping

The Building Management Committee must maintain all landscaped areas around the Building and the Deep Soil Landscaping to at least the same quality and standard equivalent to the landscaped areas and the Deep Soil Landscaping existing as at the date of this Statement.

28 Residential Shared Lifts

28.1 Shared Facility

The Residential Shared Lifts are a Shared Facility for the benefit of all Members of the Residential Lots and their respective Owners and Occupiers, excluding Owners and Occupiers of the Retail Lot.]

28.2 Rules

- (a) The Members, Owners and Occupiers entitled to use the Residential Shared Lifts must use the Residential Shared Lifts in accordance with this Statement, the Residential Shared Lift Easement and any rules determined by the Building Management Committee from time to time.
- (b) All materials, bulky objects, furniture, stock, trolleys and other retail goods and materials must be unloaded from the Loading Dock and must not be transported in the Residential Shared Lifts.

29 Retail Shared Lifts

29.1 Shared Facility

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The Retail Shared Lifts are a Shared Facility for the benefit of all Members of the Building and their respective Owners and Occupiers.

29.2 Rules

- (a) The Members, Owners and Occupiers entitled to use the Retail Shared Lifts must use the Retail Shared Lifts in accordance with this Statement, the Retail Shared Lift Easement and any rules determined by the Building Management Committee from time to time.
- (b) All materials, bulky objects, furniture, stock, trolleys and other retail goods and materials must be unloaded from the Loading Dock and must not be transported in the Retail Shared Lifts.

30 Membrane

- (a) The Membrane is a Shared Facility.
- (b) Members, Owners and Occupiers must ensure that any works to a Lot do not interfere with or damage the Membrane to ensure the waterproofing integrity of the Building are maintained at all times.
- (c) The Building Management Committee must:
 - (i) regularly inspect and maintain the Membrane; and
 - (ii) arrange for the immediate repair to any damage to the Membrane, to a standard which ensures the waterproofing integrity of the Membrane so that the Membrane does not cause water leakage to the Building including the car park.

31 Community Open Space

31.1 Shared Facility

The Community Open Space is a Shared Facility for use by the Members, Owners and Occupiers of the Building and their invitees.

31.2 Easement for Public Access

- (a) In accordance with the Easement for Public Access members of the public are entitled to use the Community Open Space.
- (b) Members, Owners, Occupiers and invitees must, when using the Community Open Space, comply with the provisions of the Easement for Public Access.

31.3 Building Management Committee Rules

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- (a) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Community Open Space.
- (b) The Building Management Committee may amend or substitute any rules and conditions made by the Building Management Committee (acting reasonably).
- (c) Rules and conditions made by the Building Management Committee under this **clause 31.3** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners and Occupiers entitled to use the Community Open Space must comply with any rules and conditions made by the Building Management Committee under **clause 31.3**.

31.4 Hours

- (a) The Community Open Space will be open 24 hours a day.
- (b) The Community Open Space may be closed for periods of time for repair and maintenance provided reasonable notice of such closures is given to all Owners and Occupiers entitled to use the Community Open Space.

31.5 Rules

The following terms and conditions apply to the use of the Community Open Space by Members, Owners and Occupiers and invitees entitled to use the Community Open Space:

- (a) the Community Open Space must be left in a clean and tidy condition and all rubbish removed after use by an Owner or Occupier;
- (b) subject to **clause 31.5(a)**, the Building Management Committee is responsible for the cleaning and maintenance of the Community Open Space;
- (c) children under the age of 15 years of age must be accompanied and supervised by an adult;
- (d) Members, Owners, Occupiers and invitees must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building;
- (e) no excessive drinking of alcohol or drunken behaviour is permitted within the Community Open Space;
- (f) no excessive noise audible from a Lot is permitted;

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- (g) Members, Owners, Occupiers and invitees must only use the electrical barbecues installed in the Community Open Space and no other barbeque; and
- (h) when using the electrical barbecues installed in the Community Open Space, Members, Owners, Occupiers and invitees must:
 - (i) use the electrical barbecues in a manner so as to not create excessive smoke or a fire hazard; and
 - (ii) keep the electrical barbecues clean and tidy after each use.

32 Playground

32.1 Shared Facility

The Playground is a Shared Facility for use by the Members Owners and Occupiers of the Building and their invitees.

32.2 Easement for Public Access

- (a) In accordance with the Easement for Public Access members of the public are entitled to use the Playground.
- (b) Members, Owners, Occupiers and invitees must, when using the Playground, comply with the provisions of the Easement for Public Access.

32.3 Building Management Committee Rules

- (a) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Playground.
- (b) The Building Management Committee may amend or substitute any rules and conditions made by the Building Management Committee (acting reasonably).
- (c) Rules and conditions made by the Building Management Committee under this **clause 32.3** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners and Occupiers entitled to use the Playground must comply with any rules and conditions made by the Building Management Committee under this **clause 32.3**.

32.4 Hours

- (a) The Playground will be open 24 hours a day.

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- (b) The Playground may be closed for periods of time for repair and maintenance provided reasonable notice of such closures is given to all Owners and Occupiers entitled to use the Playground.

32.5 Rules

The following terms and conditions apply to the use of the Playground by Members, Owners and Occupiers and invitees entitled to use the Playground:

- (a) the Playground must be left in a clean and tidy condition and all rubbish removed after use by an Owner or Occupier;
- (b) subject to **clause 32.5(a)**, the Building Management Committee is responsible for the cleaning and maintenance of the Playground;
- (c) children under the age of 15 years of age must be accompanied and supervised by an adult;
- (d) Members, Owners, Occupiers and invitees must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building;
- (e) no drinking of alcohol or drunken behaviour is permitted within the Playground; and
- (f) no excessive noise audible from a Lot is permitted.

32.6 Indemnity

Owners and Occupiers must keep the Members indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to the Building, damage to any property or death of or injury to any person arising out of the use of the Playground.

33 Community Room

33.1 Shared Facility

The Community Room is a Shared Facility for use by the Members of the Residential Lots and their respective Owners, Occupiers and invitees, excluding the Retail Lot Member and Owners and Occupiers of the Retail Lot.

33.2 Building Management Committee Rules

- (a) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Community Room.

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- (b) The Building Management Committee may amend or substitute any rules and conditions made by the Building Management Committee (acting reasonably).
- (c) Rules and conditions made by the Building Management Committee under this **clause 33.2** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners, Occupiers and invitees entitled to use the Community Room must comply with any rules and conditions made by the Building Management Committee under **clause 33.2**.

33.3 Hours

- (a) The Community Room may be used during the hours as reasonably determined by the Building Management Committee or as approved by Council from time to time.
- (b) The Community Room may:
 - (i) be closed for periods of time for repair and maintenance;
 - (ii) in whole or part, be closed for periods of time for private events hosted by an operator of the Community Room or a Member, Owner or Occupier entitled to use the Community Room; or
 - (iii) in whole or part, be used by the an operator of the Community Room or an Owner or Occupier entitled to use the Community Room for the purpose of a private event outside usual opening hours of the Community Room,

provided reasonable notice of such closures is given to all Owners and Occupiers entitled to use the Community Room.
- (c) If an operator of the Community Room or Member, Owner or Occupier entitled to use the Community Room wishes to book all or part of the Community Room for a private event, it must make a booking through the Building Manager and provide any security or bond required by the Building Manager for use of the Community Room.

33.4 Rules

- (a) The following terms and conditions apply to the use of the Community Room by Members, Owners, Occupiers and invitees entitled to use the Community Room:
 - (i) the Community Room must be left in a clean and tidy condition and all rubbish removed after use by a Member, Owner, Occupier or invitee;

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- (ii) subject to **clause 33.4(a)(i)**, the Building Management Committee is responsible for the cleaning and maintenance of the Community Room;
 - (iii) children under the age of 15 years of age must be accompanied and supervised by an adult;
 - (iv) invitees must not use the Community Room or its immediate surrounds unless accompanied by an Owner or Occupier;
 - (v) Members, Owners, Occupiers and invitees must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building or use of the Community Room by other persons;
 - (vi) no excessive noise audible from the Community Room is permitted;
 - (vii) Members, Owners, Occupiers and invitees must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Community Room;
 - (viii) Members, Owners, Occupiers and invitees must at all times be adequately clothed so as not to be likely to offend any other persons using the Community Room or the immediate surrounds; and
 - (ix) Members, Owners, Occupiers and invitees must not smoke, eat, or consume alcohol in the Community Room and the immediate surrounds.
- (b) The Building Management Committee or any other operator of the Community Room may offer particular classes, personal training services or other additional services associated with the Community Room. Those classes, personal training services and other additional services are not included in the Shared Costs associated with the Community Room and will be charged on a user pays basis in accordance with the terms and conditions for the provision of those services advised to Owners and Occupiers entitled to use the Community Room at the relevant time.

33.5 Cleaning and Repairs

All Members, Owners, Occupiers and invitees entitled to use the Community Room, following their use of the Community Room, must:

- (a) dispose of any rubbish;
- (b) clean any surfaces requiring cleaning as a consequence of the Member's, Owner's, Occupier's or invitee's use of the Community Room; and
- (c) otherwise leave the Community Room in a good state of repair.

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33.6 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 33** without first obtaining the prior written consent of each Residential Lot Owner.

34 Garbage and Recycling Room

34.1 Use of the Garbage and Recycling Room

- (a) The Garbage and Recycling Room is a Shared Facility for use by the Building Manager to store garbage collected from the Garbage Rooms.
- (b) The Garbage and Recycling Room is not for the storage of garbage collected from the Retail Lot.
- (c) The Garbage and Recycling Room is to be managed by the Building Manager.
- (d) Owners and Occupiers of the Building are not permitted to access the Garbage and Recycling Room.
- (e) The Building Manager must arrange for:
 - (i) recyclables to be collected from the designated areas in the corridor of each level of a Residential Lot and Garbage Rooms and be taken to the area for recyclable material located within the Garbage and Recycling Room as designated by the Building Management Committee from time to time; and
 - (ii) the garbage bins to be collected from the Garbage Rooms to be moved to the bins located in the Garbage and Recycling Room as designated by the Building Management Committee from time to time.

34.2 Rules

- (a) The Building Management Committee may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Garbage and Recycling Room, including:
 - (i) the manner in which garbage and recyclables to and from the Garbage and Recycling Room are to be transported; and
 - (ii) insurance requirements.
- (b) The Building Manager must:

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- (i) use the Garbage and Recycling Room only as stated in this Statement, in accordance with the Garbage and Recycling Room Easement and any rules determined by the Building Management Committee from time to time;
- (ii) not use the Garbage and Recycling Room in a manner that breaches the conditions of any development consent, permit or authorisation or any Law applicable to the Land; and
- (iii) promptly clean up any spills in the Garbage and Recycling Room or the Building.

35 Bulky Waste Storage Room

35.1 Shared Facility

The Bulky Waste Storage Room is a Shared Facility for use by the Members of the Residential Lots and their respective Owners, Occupiers and invitees, excluding the Retail Lot Member and Owners and Occupiers of the Retail Lot.

35.2 Use of the Bulky Waste Storage Room

The Bulky Waste Storage Room is to be managed by the Building Manager.

35.3 Rules

- (a) All Members, Owners and Occupiers entitled to use the Bulky Waste Storage Room must use the Bulky Waste Storage Room in accordance with this Statement, the Bulky Waste Storage Room Easement and any other rules determined by the Building Management Committee from time to time.
- (b) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Storage Room from time to time.
- (c) An Owner or Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Storage Room.
- (d) Owners and Occupiers must arrange to place items in the Bulky Waste Storage Room at the times agreed with the Building Manager.
- (e) The Building Manager must arrange for any items placed in the Bulky Waste Storage room to be collected by Council.
- (f) Owners and Occupiers must make good any damage caused by that Owner or Occupier in using the Bulky Waste Storage Room.

35.4 Amendment

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Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 35** without first obtaining the prior written consent of each Residential Lot Owners.

36 Residential Visitor Car Spaces

36.1 Shared Facility

The Residential Visitor Car Spaces are a Shared Facility for use by visitors to the Owners and Occupiers of a Residential Lot.

36.2 Rules

- (a) Owners and Occupiers:
 - (i) must not park in a Residential Visitor Car Space or permit a Residential Visitor Car Space to be used by any person other than visitors to a Residential Lot;
 - (ii) must not enter into any lease or licence, or permit the entry into any lease or licence, for a Residential Visitor Car Space with any person; and
 - (iii) must not impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Residential Visitor Car Space;
 - (iv) must not allow a Residential Visitor Car Space to be used for a continuous period of time exceeding 24 hours;
 - (v) must comply with relevant Laws and obtain any necessary approvals to the use of the Residential Visitor Car Spaces;
 - (vi) must keep the Residential Visitor Car Spaces in a good state of repair and cleanliness commensurate with the quality of the Building; and
 - (vii) must ensure users of the Residential Visitor Car Spaces do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier of the Building.
- (b) The Building Management Committee must not revoke the right of the Owners and Occupiers to use the Residential Visitor Car Spaces without:
 - (i) a Unanimous Resolution of the Building Management Committee; and
 - (ii) the written consent of each Residential Lot Owner.

36.3 Amendment

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Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 36** without first obtaining the prior written consent of each Residential Lot Owners.

37 Retail Visitor Car Spaces

37.1 Shared Facility

The Retail Visitor Car Spaces are a Shared Facility by use by visitors to the Owners and Occupiers of the Retail Lot.

37.2 Rules

- (a) Owners and Occupiers:
 - (i) must not park in a Retail Visitor Car Space or permit a Retail Visitor Car Space to be used by any person other than visitors to a Retail Lot;
 - (ii) must not enter into any lease or licence, or permit the entry into any lease or licence, for a Retail Visitor Car Space with any person; and
 - (iii) must not impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Retail Visitor Car Space;
 - (iv) must not allow a Retail Visitor Car Space to be used for a continuous period of time exceeding 24 hours;
 - (v) must comply with relevant Laws and obtain any necessary approvals to the use of the Retail Visitor Car Spaces;
 - (vi) must keep the Retail Visitor Car Spaces in a good state of repair and cleanliness commensurate with the quality of the Building; and
 - (vii) must ensure users of the Retail Visitor Car Spaces do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier of the Building.
- (b) The Building Management Committee must not revoke the right of the Owners and Occupiers to use the Retail Visitor Car Spaces without:
 - (i) a Unanimous Resolution of the Building Management Committee; and
 - (ii) the written consent of the Retail Lot Owner.

37.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 37** without first obtaining the prior written consent of the Retail Lot Owner.

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38 Visitor Bicycle Parking Areas

38.1 Shared Facility

The Visitor Bicycle Parking Areas are a Shared Facility for use by visitors to a Lot.

38.2 Rules

- (a) Members, Owners and Occupiers of the Building are not permitted to use the Visitor Bicycle Parking Areas.
- (b) The Members, Owners and Occupiers must ensure that visitors to their respective Lot:
 - (i) use the Visitor Bicycle Parking Areas in accordance with this Statement and the rules determined by the Building Management Committee from time to time;
 - (ii) ensure that all locks affixed to the bicycle racks are removed after use;
 - (iii) not permit any bicycle to be stored on the Common Property, other than in the Visitor Bicycle Parking Areas or such other area as may be designated by the Building Management Committee from time to time as a Visitor Bicycle Parking Area; and
 - (iv) not permit any bicycle to be kept in any part of the Building including the foyer, stairwells, hallways, garden areas, walkways, balcony, terrace or other parts of the Building, other than as designated under this clause.
- (c) Bicycles that are in a state of disrepair must not be stored in the Visitor Bicycle Parking Areas or any other part of the Building.
- (d) Motorcycles must not be stored in the Visitor Bicycle Parking Areas.
- (e) Items other than a bicycle must not be stored in the Visitor Bicycle Parking Areas.

39 Public art

- (a) If public art has been installed in the Building, then the public art is a Shared Facility.
- (b) If the public art becomes damaged or vandalised the Building Management Committee must attend to the repair or cleaning of the public art.
- (c) The public art cannot be altered or removed without permission of the Building Management Committee and, if applicable, the approval of the relevant Authority.

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40 Stormwater Detention System

40.1 Shared Facility

The Stormwater Detention System is a Shared Facility for the benefit of all Members and their respective Owners and Occupiers.

40.2 Rules

An Owner and Occupier must (and must ensure that any Authorised User does):

- (a) not, without proper authority, operate, adjust or interfere with the operation of the Stormwater Detention System or any equipment associated with the Stormwater Detention System; and
- (b) comply with any rules that the Building Management Committee may make from time to time with respect to the Stormwater Detention System.

41 Parcel Room

41.1 Shared Facility

The Parcel Room is a Shared Facility for the benefit of all Members of the Residential Lots and their respective Owners and Occupiers, excluding Owners and Occupiers of the Retail Lot.

41.2 Rules

- (a) All Members, Owners and Occupiers entitled to use the Parcel Room must use the Parcel Room in accordance with this Statement, the Parcel Room Easement and any other rules determined by the Building Management Committee from time to time.
- (b) Members, Owners and Occupiers entitled to use the Parcel Room must keep the Parcel Room neat and tidy at all times.
- (c) Owners and Occupiers must promptly dispose of any junk mail in the bin provided within the Parcel Room or within the Owner or Occupier's Lot.
- (d) Any bin provided within the Parcel Room must only be used for the disposal of mail, junk mail or packaging of parcels and must not be used for the general disposal of garbage.

41.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 41** without first obtaining the prior written consent of each Residential Lot Owner.

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42 Parcel Locker System

42.1 Shared Facility

- (a) The Parcel Locker System is a Shared Facility for the benefit of all Members of the Residential Lots and their respective Owners and Occupiers, excluding Owners and Occupiers of the Retail Lot.

42.2 Rules

- (a) All Members, Owners and Occupiers entitled to use the Parcel Locker System must use the Parcel Locker System in accordance with this Statement, the Parcel Locker System Easement and any other rules determined by the Building Management Committee from time to time.
- (b) The Building Management Committee is responsible for the repair and maintenance of the Parcel Locker System.
- (c) The Building Management Committee must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Parcel Locker System.

42.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 42** without first obtaining the prior written consent of each Residential Lot Owner.

43 Plaza Area

43.1 Use of the Plaza Area

The Plaza Area is a Shared Facility for use by Members and their respective Owners and Occupiers of the Lots.

43.2 Easement

In accordance with the Easement for Public Access members of the public are entitled to use the Plaza Area.

43.3 Hours

The Plaza Area must be open for use by Members, Owners, Occupiers and members of the public 24 hours a day, 7 days a week.

43.4 Building Management Committee rules

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- (a) Subject to the terms of the Easement for Public Access, the Building Management Committee may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Plaza Area.
- (b) The Building Management Committee may amend or substitute any rules made by the Building Management Committee (acting reasonably).
- (c) Rules made by the Building Management Committee under this **clause 43.4** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners and Occupiers entitled to use the Plaza Area must comply with any rules made by the Building Management Committee under this **clause 43.4**.

43.5 Rules

All Members, Owners and Occupiers entitled to use the Plaza Area must:

- (a) comply with all relevant Laws and any rules made by the Building Management Committee in respect of the Plaza Area from time to time;
- (b) comply with all Easements (including the Easement for Public Access) relating to the Plaza Area;
- (c) have regard to the rights of the public to use the Plaza Area;
- (d) ensure all children under the age of 15 years of age are accompanied and supervised by an adult;
- (e) behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building; and
- (f) ensure that the use of the Plaza Area does not generate unacceptable noise levels that adversely affect Owners and Occupiers in the Building.

43.6 Retail Exclusive Use Plaza Areas

- (a) Subject to **clause 43.2**, the Retail Lot Owner has the right to exclusive use of the Retail Exclusive Use Plaza Areas on the following terms. The Retail Lot Owner must:
 - (i) comply with relevant Laws and obtain any necessary approvals to the use of the Retail Exclusive Use Plaza Areas;
 - (ii) only place furniture and other items in the Retail Exclusive Use Plaza Areas that comply with the guidelines or standards for outdoor furniture set out in this Statement;

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- (iii) have regard to the rights of the public to use the Plaza Area in accordance with the Easement for Public Access;
 - (iv) indemnify the Building Management Committee and its Members and take out policies of insurance for public liability and property damage arising in connection with Retail Lot Owner’s use of the Retail Exclusive Use Plaza Areas;
 - (v) ensure invitees and patrons of the Retail Lot Owner do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building;
 - (vi) not permit the use of the Retail Exclusive Use Plaza Area by invitees and patrons of the Retail Lot, for the purpose of outside dining or otherwise, outside of the Trading Hours; and
 - (vii) keep the Retail Exclusive Use Plaza Area in a good state of repair and cleanliness commensurate with the quality of the Building.
- (b) The Building Management Committee must not revoke the right of the Retail Lot Owner to use the Retail Exclusive Use Plaza Area without:
- (i) a Unanimous Resolution of the Building Management Committee; and
 - (ii) the written consent of the Retail Lot Owner.

44 Scott Street

[Drafting note: clause to be included if determined by the vendor under clause 1.63 of Schedule 4 of the Contract.]

45 Roads

[Drafting note: clause to be included if determined by the vendor under clause 1.64 of Schedule 4 of the Contract.]

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PART 5: MAINTENANCE, REPAIR AND UPGRADING

46 Maintenance, Repair and External Appearance

46.1 Owners Corporation

- (a) An Owners Corporation who is a Member must carry out its obligations under Section 106 of the Management Act.
- (b) An Owners Corporation who is a Member must not make a determination under Section 106(3) of the Management Act without the consent of the Building Management Committee.
- (c) If an Owners Corporation makes a determination in breach of **clause 46.1(b)**, the Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.
- (d) The obligations of a Stratum Lot Owner under **clause 46.1(a)** commence on creation of an Owners Corporation with respect to the relevant Stratum Lot.

46.2 Stratum Lot Owners

- (a) If a Member is not an Owners Corporation, the Member must properly maintain and keep in a state of good and serviceable repair that part of the Building within the relevant Member's Lot.
- (b) The obligations of a Stratum Lot Owner under **clause 46.2(a)** commences upon the date being the date of first issue of occupation certificate with respect to the relevant Stratum Lot after the date of this Statement.

46.3 Access into other Members' areas

- (a) Each Member and the Member's respective Owners and Occupiers must allow the other Members, Owners, Occupiers, the Building Manager and maintenance personnel, at reasonable times on reasonable notice to access that Member, Owner or Occupier's Lot, or if the Member is an Owners Corporation, the Common Property of the relevant Strata Scheme, in order to have access to:
 - (i) items within that Member, Owner or Occupiers Lot; or
 - (ii) the Common Property of the relevant Strata Scheme; or
 - (iii) the site of any Easement,
to carry out repairs, maintenance, inspections, tests, renewals and replacements where alternative access is not reasonably available for is likely to be substantially more costly.

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- (b) Each Member and the Member's respective Owners and Occupiers must allow the Building Management Committee at reasonable times on reasonable notice to access that Member, Owner or Occupiers Lot (including the balcony of that Lot) for the purposes of cleaning the exterior of the Building (including windows).

46.4 Obligations

The obligations of each Member under **clauses 46.1** and **46.2** extend to:

- (a) maintaining the structures, conduits, machinery, equipment and other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or Services are located within the Member's Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or Service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition; and
- (b) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, having an adverse impact on the proper functioning of the Shared Facilities.

46.5 Facade Cleaning and Maintenance Plan

- (a) The Building Management Committee may from time to time make a Facade Cleaning and Maintenance Plan, such plan must require the façade of the Building to be cleaned at least once every six months.
- (b) If the Building Management Committee makes a Facade Cleaning and Maintenance Plan pursuant to **clause 46.5(a)** then the Building Management Committee must provide the Facade Cleaning and Maintenance Plan to the Administration Manager to be available for inspection by Owners and Occupiers.
- (c) Members and the Building Management Committee must comply with any Facade Cleaning and Maintenance Plan when carrying out any repairs and maintenance or cleaning on the facades of the Building.

46.6 Maintenance Manual

- (a) The Developer may provide an Owners Corporation with a manual, schedule and/or other form of communication setting out information, instructions and requirements regarding maintenance and upkeep of Common Property (together, the **Maintenance Manual**).
- (b) Each Owners Corporation who is a Member must:

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- (i) maintain Common Property in accordance with the instructions and requirements of its Maintenance Manual including in relation to frequency of maintenance;
- (ii) maintain appropriate records evidencing compliance with **clause 46.6(b)(i)** and provide copies of the records to the Building Management Committee and the Developer upon request; and
- (iii) include compliance with its Maintenance Manual as a standing agenda item at each Annual General Meeting of the Owners Corporation.

46.7 Exclusion

Clauses 46.1, 46.2, 46.3, 46.4 and 46.6 do not apply to the Shared Facilities.

47 Failure of Member to carry out its obligations

47.1 Obligations

- (a) If a Member does not carry out its obligations under **clause 46** (other than under **clause 46.6**), the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of **clause 46**, including:
 - (i) carrying out work on the Member's Lot to do anything the Member has failed to do under **clause 46**; and
 - (ii) enter the Member's Lot with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this **clause 47**, the Building Management Committee must:
 - (i) ensure that all work is done properly;
 - (ii) complies with the Building Architectural Code to ensure that all works are in keeping with the aesthetics and architecture of the Building;
 - (iii) ensure any works do not affect the waterproofing integrity of the Building including the Membrane;
 - (iv) cause as little interference as practical to any Occupier of the Member's Lot;
 - (v) cause as little damage as practical to the Member's Lot and any improvements on that Member's Lot; and

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- (vi) if damage is caused by the Building Management Committee, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Building Management Committee must:
 - (i) before exercising its rights under **clause 47**, give the Member written notice specifying a reasonable period of time for that Member to carry out that Member's obligation under **clause 46**, having regard to the nature of the obligation not performed; and
 - (ii) give the Member reasonable notice of the Building Management Committee's intention to enter the Member's Lot.

47.2 Access

If the Building Management Committee must do work on or in a Lot under **clause 47.1**, the Member must give the Building Management Committee or persons authorised by it to access the Lot.

47.3 Costs

The direct and indirect costs of carrying out any work under this **clause 47** shall be a debt payable by the Member to the Building Management Committee on demand.

48 Emergency Repairs

48.1 Rights of access

- (a) The Building Management Committee and persons authorised by the Building Management Committee can enter and remain in all parts of the Building in order to carry out Emergency Repairs to the Building.
- (b) The Building Management Committee must cause as little inconvenience as is reasonable to Members, Owners and Occupiers in carrying out its rights under this clause given the type of emergency.
- (c) The Building Management Committee and persons authorised by the Building Management Committee must carry out the Emergency Repairs to the Building within 24 hours of being notified of the emergency.

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- (d) If the Building Management Committee fails to carry out the Emergency Repairs within 24 hours as required under **clause 48.1(c)** a Member, an Owner or an Occupier may procure the carrying out of the Emergency Repairs and that Member, Owner or Occupier will be entitled to be reimbursed for reasonable costs incurred in procuring the Emergency Repairs.

48.2 Damage by Member

If the Emergency Repairs carried out by the Building Management Committee are required as a result of damage occasioned by a Member, Owner or an Occupier, that Member, Owner or Occupier is responsible to reimburse the Building Management Committee for those costs.

48.3 Emergency Call Out Fees

The Building Management Committee may pass on the cost of any false alarm call out fee charged by Fire and Rescue NSW to the relevant Member.

draft

49 Upgrading, redevelopment and other works

49.1 Works

- (a) Each Party acknowledges that upgrading and redevelopment works may be carried out in the Building, including to Common Property or to Lots.
- (b) Each Party agrees to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member.

49.2 Consent

The other Members agree to act reasonably and, if applicable, to not unreasonably withhold, delay or condition their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member provided the proposal is of a standard no less than the original condition of the Building and is in keeping with the nature and quality of the Building.

49.3 Right to Access

The Parties will allow the Retail Lot Owner and their respective employees, contractors and consultants to access all parts of the Building which a Retail Lot Owner reasonably requires to access for the purpose of:

- (a) carrying out any works;

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- (b) connecting, installing, extending, augmenting, maintaining or accessing any existing Services, Kitchen Exhaust System and Grease Arrestor;
- (c) connecting, installing, extending, augmenting, maintaining or accessing any future Services, Kitchen Exhaust System and Grease Arrestor; and
- (d) carrying out any work relating to the temporary propping or structural support of the Building.

49.4 Repair

A Retail Lot Owner or Retail Premises Owner must repair without delay any damage caused to any other part of the Building (including to Common Property and Lots) as a result of a Retail Lot Owner or Retail Premises and their respective employees, contractors and consultants carrying out the works described in **clause 49.1**.

49.5 Enforcement

The Building Management Committee may procure enforcement of this **clause 49** on behalf of the Developer.

[Corrs note: We have assumed that this is picked up in the Maintenance Manual referred to above in clause 42.6]

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PART 6: CONSTRUCTION PERIOD

50 Construction Period

50.1 Construction Period

The Parties acknowledge that:

- (a) the Building and components of the Building will be constructed in stages and all components of the Building may not have been constructed at the date of registration of this Statement;
- (b) during the Construction Period the Building may be built in stages to be determined in the absolute discretion of the Developer;
- (c) all Shared Facilities may not have been constructed or completed at the date of registration of this Statement and further Shared Facilities may be constructed as part of the Construction Works;
- (d) all components of the Building that are to be subdivided may not have been subdivided at the date of registration of this Statement; and
- (e) during the Construction Period, the Parties must allow the Developer and the Developer's employees, contractors and consultants to carry out the Construction Works in any part of the Building on and from the date of this Statement without any need for the approval of the Parties, but subject to the terms of any Easements and covenants and to the requirements of any Laws.

50.2 Consent

If required, a Party must consent to, and must promptly execute all documentation and do all things necessary to provide consent to, any plans and documents (including the creation of any Easements and covenants) as required by the Developer for the:

- (a) carrying out of the Construction Works; and
- (b) completion of a stage or stages in the Building.

50.3 Party Obligations

- (a) Each Party agrees not to:
 - (i) object to the Construction Works by the Developer;
 - (ii) hinder or prevent any Construction Works by the Developer; and

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- (iii) object to the registration of any document or amendment of this Statement in connection with the Construction Works.
- (b) Each Strata Lot owner must vote in favour of any motion at a meeting of the Owners Corporation for that Strata Lot to give effect to any consents required of an Owners Corporation under **clause 50.2**.

50.4 Right to Access

The Parties will allow the Developer and the Developer’s employees, contractors and consultants during the Construction Period to access all parts of the Building which the Developer reasonably requires to access for the purpose of:

- (a) carrying out the Construction Works for the relevant stage;
- (b) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;
- (c) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and
- (d) carrying out any work relating to the temporary propping or structural support of the Building.

50.5 Repair

The Building Management Committee must procure the Developer to:

- (a) repair without delay any damage caused to the Common Property, the Shared Facilities or other parts of the Building as a result of the Developer and the Developer’s employees, contractors and consultants carrying out the works described in **clause 50.3**; and
- (b) not cause unreasonable inconvenience to the Parties as a result of the Developer and the Developer’s employees, contractors and consultants carrying out the works described in **clause 50.2**.

50.6 Indemnity in favour of Developer

A Party who breaches its obligations in this clause agrees to indemnify the Developer and keep the Developer indemnified for all costs, losses, expenses and damages incurred by the Developer arising and in breach of this clause by that Party.

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PART 7: FINANCIAL MATTERS AND INSURANCE

51 Financial Affairs

51.1 Administrative and Sinking Fund

- (a) The Building Management Committee must establish an administrative fund and a sinking fund within three months of registration of this Statement.
- (b) Until such time as a sinking fund report is completed and received by the Building Management Committee, the sinking fund may be determined by the Building Management Committee to be a nominal amount or NIL.
- (c) As soon as practicable after the sinking fund report is completed and received by the Building Management Committee, the Building Management Committee must determine the contribution of each Member to the sinking fund, having regard to the Shared Facilities and to the recommendations of the sinking fund report.
- (d) The administrative fund and sinking fund must be maintained by the Administration Manager or if no Administration Manager is appointed, by the Building Management Committee.
- (e) The administrative fund must be used to pay the costs of:
 - (i) operating, maintenance, repair and compliance of the Shared Facilities (including energy and water usage);
 - (ii) Insurance;
 - (iii) administration; and
 - (iv) any other costs which are not amounts to be paid from the sinking fund.
- (f) The Building Management Committee must use the sinking fund to pay the costs of renewal or replacement of the Shared Facilities.

51.2 Budget

- (a) The Building Management Committee must determine a budget for each 12 month period.
- (b) The budget must be based on an estimate of the costs and expenditures to:
 - (i) pay Shared Costs;
 - (ii) pay any Building Management Fees and Administration Management Fees;

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- (iii) effect the Insurances; and
 - (iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.
- (c) The budget must contain details of:
- (i) each item or matter, including Shared Costs, for which a Member is responsible;
 - (ii) each Member's proportion of a particular matter or item;
 - (iii) the amount of that proportion to be paid into the sinking fund and administrative fund (if applicable); and
 - (iv) the amount and date of each payment which a Member must make.
- (d) The budget must reflect that until the completion of the Building, only some of the Shared Facilities will be operational.

51.3 Year End

- (a) The Building Management Committee must determine the Year End for accounting purposes.
- (b) The budget must be for the relevant Year.

51.4 Notice of Payment to Members

The budget must be submitted to each Member together with a notice advising:

- (a) the total expenditure for the 12 month period to which the budget relates;
- (b) the amount that each Member must pay in the 12 month period to the administrative and sinking funds in accordance with the budget; and
- (c) the date each payment is due.

51.5 Payment by Members

- (a) The Building Management Committee must levy Members for contributions it will need for its administrative fund and sinking fund based on the budget for each Year.
- (b) A Member must pay each amount on the date the payment is due.
- (c) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

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51.6 Interest for Late Payment

- (a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the Building Management Committee's bank, building society or credit union at the time of default.
- (c) A certificate from the Building Management Committee's bank, building society or credit union stating the interest rate is final and binding on a Member.
- (d) The Building Management Committee may at their absolute discretion elect to waive the payment of interest by a Defaulting Member.

51.7 Financial Statement

As soon as practicable, but no later than three months, after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds of the Building Management Committee.

51.8 Additional Amounts Payable

If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

51.9 Deposit of Moneys

The Building Management Committee must:

- (a) deposit all amounts received from Members into its administrative fund and sinking fund as applicable;
- (b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and
- (c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

51.10 Dispute

- (a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.

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- (b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

51.11 Surplus Funds

The Building Management Committee may decide to distribute surplus funds to the Members by Unanimous Resolution (having regard to the proportions in which the Members contributed the surplus funds).

52 Books and Records

52.1 Obligations of the Building Management Committee

- (a) The Building Management Committee must:
- (i) keep records and books of account of all the amounts payable and payments made under this Statement;
 - (ii) enter all matters and transactions usually entered in books of account kept by property managers;
 - (iii) keep a copy of this Statement;
 - (iv) keep copies of all agendas, motions and minutes;
 - (v) hold the executed agreement with the Administration Manager and Building Manager and any other agreements it has entered into in relation to Shared Facilities;
 - (vi) keep the details of Representatives and Substitute Representatives in accordance with **clause 3.3**;
 - (vii) keep audit reports and budgets;
 - (viii) keep notices served on the Building Management Committee and notices served by the Building Management Committee; and
 - (ix) keep Insurance records.
- (b) The Building Management Committee must retain all records, agreements and books of account for a period of six years.

52.2 Inspection of Books and Records

- (a) Members and persons authorised by Members may inspect the Building Management Committee's records by:
- (i) applying in writing to the Building Management Committee; and
 - (ii) paying the Building Management Committee a fee (determined by the Building Management Committee acting reasonably).

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- (b) Copies may be taken by persons inspecting the records under **clause 52.2(a)** so long as the Building Management Committee is reimbursed for any costs incurred.

53 Insurances

53.1 Insurances

- (a) The Building Management Committee must:
- (i) effect building insurance in accordance with the Act;
 - (ii) effect machinery breakdown insurance for Shared Facilities (which are not covered under warranty);
 - (iii) effect public liability insurance for Shared Facilities; and
 - (iv) effect any other type of insurance which the Building Management Committee determines by Resolution (such as office bearers liability insurance or workers compensation insurance).
- (b) Each Member must have a current public liability insurance policy at all times and, if requested, provide a current valid copy to the Building Management Committee.

53.2 Insurance Policies

The Building Management Committee must take out each policy:

- (a) in the joint names of each Member; and
- (b) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.

53.3 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months;
- (b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and
- (c) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Building.

53.4 Payment of Premiums

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in Section 162 of the Management Act or as determined by the Tribunal under section 162(3) or 162(4) of the Management Act.

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53.5 Affect Insurances

- (a) A Party must not at any time do anything that might:
 - (i) void or prejudice the Insurances; or
 - (ii) increase the Insurance premiums,
 except with the consent of the Building Management Committee.
- (b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.

53.6 Exemption

- (a) The Developer may make an application under the Management Act for an exemption from the liability to effect building damage policy insurance in respect of any part of the Building that has not been completed and an occupation certificate issued at the date of registration of this Management Statement (on the condition that the Developer will effect insurances for those components of the Building during the Construction Period).
- (b) A Party must provide consent, if required, and do all things reasonably necessary including signing all documents and passing all necessary resolutions to allow the Developer to lodge an application for exemptions as contemplated under this **clause 53.6**.
- (c) If the Developer obtains an order under the Management Act granting an exemption as contemplated in **clause 53.6(a)**, the Building Management Committee is not required to effect building damage policy insurance for those components of the Building the subject of the exemption during the period of the exemption.

53.7 Proceeds of Insurance

- (a) The Building Management Committee must:
 - (i) apply any payments received under any building policy for the Building to rebuild or reinstate the damaged part of parts of the Building; and
 - (ii) rebuild or reinstate the damaged parts of the Building within a reasonable time.
- (b) Each Member must apply any payments received under a building policy effected by the Building Management Committee to rebuild or reinstate the damaged area of the Building and rebuild or reinstate that part of the Building within a reasonable time.

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54 Use by a Party of property

If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Buildings, that Party:

- (a) does so at its own risk; and
- (b) releases the other Party from any:
 - (i) claim and demand of any kind; and
 - (ii) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Building,

unless the damage, death or injury is caused by that Party.

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PART 8: GENERAL DISPUTES AND NOTICES

55 Disputes

55.1 Notice of Dispute

- (a) Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this **clause 55**.
- (b) A Member may at any time notify the other Members of a dispute in connection with this Statement.
- (c) A notice advising of a dispute must:
 - (i) identify the subject matter of the dispute;
 - (ii) state the facts upon which the Member relies;
 - (iii) identify the provisions of the Statement relevant to the dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and
 - (v) contain any particulars of the amount in dispute (if any).
- (d) Members must use all reasonable endeavours to resolve a dispute within 10 Business Days after a notice is served under **clause 55.1(c)**.
- (e) If the dispute is not resolved within 10 Business Days from the time of service of the notice referred to in **clause 55.1(b)**, a Member may by written notice request the Building Management Committee to convene a meeting to discuss whether to:
 - (i) refer the dispute to the Tribunal under the Management Act;
 - (ii) refer the dispute for mediation under the Management Act; or
 - (iii) if the dispute is not appropriate for mediation, apply for an order under the Management Act.

55.2 Appointment of an Expert

- (a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of five Business Days from the meeting, submit the dispute for decision by an Expert.

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- (b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of New South Wales to appoint an appropriate Expert given the nature and subject of the dispute.
- (c) The Expert acts as an expert and not as an arbitrator.
- (d) Except as to matters of Law and a dispute over an amount in excess of \$200,000.00, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.
- (e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.
- (g) Each Member may make written submissions to the Expert about the dispute and costs.

55.3 Submission to Expert

- (a) If a Member makes a submission, that Member must:
 - (i) submit it within 10 Business Days of the appointment of the Expert; and
 - (ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.
- (b) A Member who makes a submission must:
 - (i) co-operate with the Expert; and
 - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.
- (c) **Clause 55.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

55.4 Expert's Determination

The Expert must:

- (a) give reasons for the determination; and
- (b) determine how the cost of any determination is paid.

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55.5 Commencement of Action

- (a) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause 55**.
- (b) When a dispute concerns a matter that falls within the jurisdiction of the Tribunal, legal proceedings must, in the first instance, be commenced in the Tribunal.

56 Notices and Service

56.1 Notices

- (a) A notice or communication under this Statement must be in writing in English.
- (b) A notice or communication under this Statement may be given:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by email (but only to an email address provided by the recipient for the purposes of this clause); or
 - (iv) by security post.
- (c) A notice is deemed to be given:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time recorded on the transmission report;
 - (iii) if sent by email, at the time a delivery confirmation report is received by the sender, which records the time that the email was delivered to the addressee's last notified email address and is prima facie evidence of its receipt by the addressee; and
 - (iv) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

56.2 Service by Facsimile

Clause 56.1(c)(ii) does not apply if:

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- (a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
- (b) the transmission report of the sender indicates a faulty or incomplete transmission.

56.3 Service by Email

Clause 56.1(c)(iii) does not apply if the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.

56.4 Address

- (a) Each Member must address a notice to the Representative of a Member as notified under **clause 3.3(d)**.
- (b) Anything done by a Representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.

56.5 Notices to the Building Management Committee

A notice (or other document) may be served on the Building Management Committee in accordance with this **clause 56** to the Administration Manager appointed under **clause 6** or if no Administration Manager is appointed, the Chairperson.

57 General

57.1 Waiver

A provision of or right created under this Statement may only be:

- (a) waived if the waiver is in writing and signed by the Member granting the waiver; or
- (b) varied if the variation is in writing and signed by each Member.

57.2 Exercise of a right

- (a) A Member may exercise a right:
 - (i) at the Member's discretion: and
 - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.

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- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

57.3 Severance

- (a) Subject to **clause 57.3(b)**:
- (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) if, despite **clause 57.3(a)(i)**, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) in any other case, the whole provision must be severed.
- (b) If an event under **clause 57.3(a)** occurs, the remainder of this Statement continues in full force and effect.

57.4 Consent

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

- (a) give the Member's consent conditionally or unconditionally; or
- (b) withhold the Member's consent.

57.5 Entire Statement

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

57.6 To the extent the Law permits

The terms of this Statement apply to the extent the Law permits.

57.7 Cumulative rights

A Member's rights under this Statement are in addition to the rights of the Members at Law.

57.8 Further assurances

Each Member at the Member's own expense must:

- (a) do everything reasonably necessary to give effect to:
 - (i) this Statement; and

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- (ii) the transactions contemplated by this Statement, including the execution of documents; and
- (b) make a reasonable effort to cause relevant third parties to do likewise.

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PART 9: BUILDING ARCHITECTURAL CODE

58 Overview

58.1 Preserving the theme

This Part controls and preserves the architectural essence and theme of the Building.

58.2 Architectural Code

The Building Management Committee must not amend, add to or cancel this Building Architectural Code without a unanimous resolution.

58.3 Complying with the Architectural Code

- (a) The Owners Corporations, Owners and Occupiers of the Residential Strata Schemes and Residential Lots must comply on time and at its cost with obligations under the Residential Architectural Code and the requirements under this Building Architectural Code including **clauses 61 to 64**.
- (b) Owners and Occupiers of the Retail Lot must comply on time and at its cost with obligations and requirements under this Building Architectural Code including **clauses 61 to 64**.
- (c) The Developer is not required to comply with the Building Architectural Code or the Residential Architectural Code.

58.4 Approving Building Works

- (a) Owners and Occupiers must obtain consent from:
 - (i) the Owners Corporation in the case of works to a Strata Lot or the Common Property;
 - (ii) the Building Management Committee in the case of works to a Retail Lot, and
 - (iii) the Building Management Committee in the case of works to a Residential Lot that is not subject to a By-law Instrument,
 before carrying out Building Works.
- (b) The Owners Corporation or Building Management Committee as the case may be must refuse consent if the proposed Building Works do not comply with the Building Architectural Code and / or By-law Instrument (as applicable).

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58.5 Inconsistencies

- (a) If there is an inconsistency between this Statement and the Building Architectural Code, the Statement prevails.
- (b) If there is an inconsistency between the Residential Architectural Code and the Building Architectural Code, the Building Architectural Code prevails.

59 Shared Facility Works

If a Member, Owner or Occupier proposes to carry out works to the Shared Facilities, the Member, Owner or Occupier must obtain consent from the Building Management Committee before carrying out the works.

60 Stratum Lots Works

60.1 Compliance

When carrying out any works to a Stratum Lot, a Member, Owner or Occupier must comply with:

- (a) this Statement and the Building Architectural Code;
- (b) any conditions imposed by the Building Management Committee under **clause 60.2**;
- (c) all consents and approvals granted by the relevant Authority; and
- (d) all Laws.

60.2 Works

- (a) Owners, Occupiers and Members of a Stratum Lot must not carry out any works to any external area or façade or structure within a Stratum Lot which substantially changes the external appearance, façade or structure of the Building, including any changes to or the erection of:
 - (i) the colour of any surface;
 - (ii) the type or quality of the materials used (unless such materials are of a higher quality);
 - (iii) the reflective nature of any surface;
 - (iv) the soundproofing qualities of any materials or surface;
 - (v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);

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- (vi) the nature of any hard surface, paving or walkway (unless such materials are of a higher quality);
- (vii) the nature of any soft surface or grassed area;
- (viii) the landscaping of any outside areas (other than landscaping located within the Residential Lots);
- (ix) the external lighting; or
- (x) satellite dishes, aerials or other communication devices (unless the satellite dish, aerial or communication device is installed in accordance with an easement)

unless the Owner, Occupier or Member has first obtained the consent of the Building Management Committee to undertake the works and otherwise complied with the provisions contained in the Building Architectural Code and this Statement.

- (b) Owners, Occupiers and Members must, as far as is practicable, maintain the appearance of an external area, façade or structures on or within a Lot substantially in accordance with the appearance:
 - (i) as at the time the of the issue of an occupation certificate for that part of the Lot; or
 - (ii) previously approved by the Building Management Committee.

60.3 Slab

- (a) Any chasing or trenching the concrete slab is not permitted.
- (b) The floor loadings of the Retail Lot are considered suitable for retail uses however where an Owner or Occupier of the Retail Lot intends to install any large items or to apply point loadings to the floor, engineer’s advice and approval is required to be provided to the Building Management Committee.
- (c) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code and must be pre-approved by a structural engineer to ensure no damage occurs to post tension or conventional reinforcement that will affect the structural integrity of the slab. A certification from a suitably qualified engineer must be provided to the Building Management Committee prior to the commencement of any works.
- (d) No hot work is to be undertaken without the issue of a hot work permit by the Owners Corporation representative.

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60.4 Minor Works

Clause 60.2 does not apply to Owners, Occupiers and Members carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

61 Approvals

61.1 Obligations

Despite anything else in this Statement, a Member, Owner or Occupier must obtain all necessary approvals from all Authorities before a Member, Owner or Occupier carries out any works, erects signs or does anything else in a Lot (including works approved or for which approval is required under the Residential Architectural Code and / or Building Architectural Code, as applicable).

61.2 Timing

A Member, Owner and Occupier may apply for approval from an Authority to carry out works only after the Member, Owner or Occupier has obtained any necessary approval from the Building Management Committee where required by this Statement.

62 Insurance

A Member, Owner or Occupier must ensure that all tradespeople who undertake any works on a Lot are adequately insured and comply with all applicable Laws.

63 Building Standards

A Member, Owner or Occupier must ensure that all works undertaken to a Lot comply with Australian Standards, rules, regulations and other applicable Laws.

64 Fire Protection & Alarms

- (a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the relevant Owner, Member and the Building Management Committee.
- (b) If the carrying out of works to a Lot by a Member, Owner or Occupier requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Member, Owner or Occupier.

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- (c) A Member, Owner or Occupier is prohibited from carrying out work on the emergency or fire protection services which involves the isolation or disruption of the service without the approval of the Building Management Committee.
- (d) The Building Management Committee may, in its discretion, determine the period for a shutdown of services.
- (e) Any changes, modifications or additions to the base building fire protection systems shall be carried out by the base building qualified contractor.
- (f) On completion of the works described in **clause 64(e)**, the fire protection systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

64.2 Alarms

A Member, Owner or Occupier may install a security alarm in a Lot without consent from the Building Management Committee if:

- (a) the alarm is a “back to base” facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or interferes with the Common Property (for example, is not attached to the ceiling of a balcony); and
- (e) the installation is not attached to or interferes with a Shared Facility.

64.3 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with a Shared Facility, the Member, Owner or Occupier must obtain consent from the Building Management Committee before the installation of the alarm.

64.4 Other security devices

A Member, Owner or Occupier must have consent from the Building Management Committee to install any type of security device not contemplated by this **clause 64**. The Building Management Committee will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of the Building; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of a Member, Owner or Occupier.

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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:

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: Signature of authorised person:.....

Name of authorised person: Name of authorised person:

Office held: Office held:

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Schedule 1

Shared Facilities Schedule

DRAFT Shared Facilities Schedule										
NINE by Mirvac - 6-30 Artarmon Road, Willoughby										
Note: All shared systems that consume electricity are privately metered for apportionment through this shared costs schedule.										
<p>Definitions</p> <p>GFA: Gross Floor Area as calculated by the registered Architect on lodgement of the development application man Residential GFA is 46,606 sqm, Retail GFA is 297 sqm and Total GFA is 46,903 sqm</p> <p>Electrical Demand: The forecast electrical demand in Amperes as calculated by the registered Electrical Engineer whist designing the electrical services for the building Residential forecast electrical demand is 3,170A, Retail forecast electrical demand is 53A and total forecast electrical demand is 3,223A</p>										
	Item number	Location within the Building	Description / Purpose	Use	Calculation of percentage based on anticipated use	Stratum Lot 1 (Residential)	Stratum Lot 2 (Retail)	Stratum Lot 3 (Residential)	Stratum Lot 4 (Residential)	Stratum Lot 5 (Residential)
Management fees and Administration Expenses										
Strata Management Fees Including Postage and Stationery		All of Building	For services carried out under the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

Accounting, Audit and Bank Charges		All of Building	Production and audit of accounts, production of levies and payment of accounts.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Taxation		All of Building	Preparation and lodgement.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Management Fee (Building Manager)		All of Building	For services carried out under the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Services Contractor (if appointed)		All of Building	Compliance with statutory obligations - OH&S etc. including engagement of contractor / consultant for emergency evacuation requirements and providing advice on shared facilities e.g. structural condition reporting, etc.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Legal fees		All of Building	To manage the obligations of the BMC.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Valuation Experts		All of Building	To cover obligations of the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Insurances		All of Building	Insurances for all buildings and other statutory obligations.	All members	In accordance with Strata Management Statement and Management Act	TBC	TBC	TBC	TBC	TBC
General										
General Consultants		All of Building	Engagement of any consultants for professional services relating to Shared Facilities not noted elsewhere.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Cleaning		All of Building	Cleaning of Shared Facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Security		All of Building	Security of Shared Facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

Shared Building Elements - Operation, Cleaning, Repairs, Maintenance and Replacement										
Car Park and Associated Shared Access Corridors		Throughout basement and part levels 1 and 2	Retail, residential, visitor and car share parking, service and loading facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Loading Dock		Basement level 2	Loading and unloading of vehicles, waste collection, service vehicle parking (including turntable)	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Main Residential Bin Room and Bulky Waste Room		Basement level 2	Temporary storage of residential waste and residential bulky waste for collection.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Retail Bin Room		Basement level 2	Temporary storage of retail waste for collection.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Storage Areas		Basement level 2	Storage areas for retail.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Bin Tug		Throughout basement and part levels 1 and 2	Bin tug to move bins from garbage rooms to main residential bin room.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Parcel Room and Cold Storage Area		Level 1 within Building G lobby	Parcel room and cold storage area for temporary storage of residential parcels for collection.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Parcel Locker Room and Parcel Lockers		Basement level 2 adjacent to loading dock	Parcel locker room and parcel locker facilities for temporary storage of residential parcels for collection.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Car Park Entry Gates		Access gates to car park including beneath Building G and Building E.	Security control of basement.	All members	Based on use (% of basement car parks/Total basement car parks at registration)	TBC	TBC	TBC	TBC	TBC

Car Park Roller Shutters		Roller shutters throughout basement and part levels 1 and 2.	Security control of residential parking areas located throughout basement.	Residential	Based on use (% of residential basement car parks/Total residential basement car parks at registration)	TBC	TBC	TBC	TBC	TBC
Visitor Car Parking (within basement)		Throughout basement and part levels 1 and 2	Residential visitor car parking spaces within basement.	Residential	Based on use (% of residential basement car parks/Total residential basement car parks at registration)	TBC	TBC	TBC	TBC	TBC
Residential Car Wash Bay and Pet Wash Bay		Basement level 1	Residential car wash bay and pet wash bay located within basement level 1.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Building Manager / Security Room		Level 1 within Building G lobby	Security and building manager's office.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Cleaner's Room		Basement level 2	Cleaner's room for storage of materials.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Retail Awnings		Plaza area above retail tenancies	Maintenance, repair, cleaning, power consumption and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Awning Signage		Located on retail awnings	Maintenance, repair, cleaning, power consumption and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Lift B1 and B2		Lifts located in Building B.	Retail access between basement level 2, basement level 1 and rooftop plant levels.	All members	Based on % of Lot GFA and proportionate level of use.	TBC	TBC	TBC	TBC	TBC
Lift G1		Building G lift core	Use by all residential lots of Building G loft to access parcel room, cold storage room, parcel locker room and parcel lockers.	Residential	Based on % of residential Lot GFA and proportionate level of use.	TBC	TBC	TBC	TBC	TBC
General Shared Plant Rooms and Shared Storage Areas		Throughout basement and part levels 1 and 2	For housing general storage and plant and equipment.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

Costs Arising from Council Easements or Maintenance Obligations Imposed by Council Not Noted Elsewhere		Various	To cover drainage easements or any other Council cost.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Pest Control Contracts		Whole building	To prevent infestation from vermin and pests.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Roofs - Lot 1		Building F, G and J roof tops	Weather protection, including structure, waterproofing membranes for buildings F, G and J.	All members	% of Lot GFA/Total GFA (Lot 1 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roofs - Lot 3		Building B and E roof tops	Weather protection, including structure, waterproofing membranes for buildings B and E.	All members	% of Lot GFA/Total GFA (Lot 3 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roof Top Plant Room - Lot 1		Building F, G and J roof tops	Housing of hydraulic and mechanical services.	All members	% of Lot GFA/Total GFA (Lot 1 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roof Top Plant Room - Lot 3		Building B and E roof tops	Housing of hydraulic and mechanical services.	All members	% of Lot GFA/Total GFA (Lot 3 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roof Top Photovoltaic Cells		Building D, E and F roof tops	Maintenance, repair and replacement of rooftop photovoltaic cells located on building D, E and F rooftops.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Retail Plant		Retail plant equipment located within Building B.	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Grease Traps		Retail grease traps located within basement.	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail AC Plant		Retail AC plant located within Building B level 1.	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Toilets		Retail toilets located on level	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC

		B1.								
Private Landscaping and Irrigation - Lots 1 and 3		All private landscaped areas not accessible by the general public located within the Stratum Lot 1 and Stratum Lot 3 boundaries.	All private hard and softscape landscaping and irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Private Landscaping and Irrigation - Lots 4 and 5		All private landscaped areas not accessible by the general public located within the Stratum Lot 4 and Stratum Lot 5 boundaries.	All private hard and softscape landscaping and irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Publicly Accessible Landscaped Areas		All publicly accessible landscaped areas, excluding privately-owned, publicly-accessible roads.	All publicly accessible hard and softscape landscaping and irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Publicly Accessible Roads		All privately-owned, publicly accessible roads.	Maintenance and operation of internal privately-owned, publicly accessible road network including on-street visitor parking.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Publicly Accessible Playground Area		Playground area located adjacent to Building J.	Maintenance and operation of publicly accessible playground area.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Shared Community Building and Adjacent Lift		Shared community building located between	Maintenance, operation and power consumption of shared community building.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC

		Buildings A and B								
Shared Lift adjacent to Shared Community Building		Shared lift located within the publicly accessible open space and adjacent to the shared community building.	Maintenance, operation and power consumption of shared lift.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
General Repairs and Maintenance		All of Building	General repairs and maintenance for shared areas not covered by other items, e.g. painting of doors, installation of notice boards, etc.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Capital Works Fund		All of Building	Capital works fund for shared facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Location and Directional Signage		All of Building	General signage requirements throughout the site including installation and maintenance.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Green Roofs and Perimeter Planters - Lot 1		All green roofs located within the Stratum Lot 1 boundary.	Common property green roofs and perimeter planters (including irrigation).	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Green Roofs and Perimeter Planters - Lot 3		All green roofs located within the Stratum Lot 3 boundary.	Common property green roofs and perimeter planters (including irrigation).	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Green Roofs and Perimeter Planters - Lot 4		All green roofs located within the Stratum Lot 4 boundary.	Common property green roofs and perimeter planters (including irrigation).	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Green Roofs and Perimeter Planters - Lot 5		All green roofs located within the Stratum Lot 5 boundary.	Common property green roofs and perimeter planters (including irrigation).	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Anchor Points for Abeseilliers and		All of Building	Maintenance, repair, certification and	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

Maintenance			replacement.							
Electrical System - Operation, Cleaning, Repairs, Maintenance and Replacement										
Main Switch Room		Basement level 1	Housing main switchboard and electrical services.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Main Switch Board		Main switch room	Main switchboard and electrical services to distribute electricity to buildings	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Lighting Control System (car park)		Throughout basement and part levels 1 and 2	Illumination of car park and lighting control systems.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Communications Room		Level 1	Main communications distribution room.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
MATV and PAYTV System		Throughout buildings, satellite dishes on Building roof, head end PC	Receive and distribute TV and Pay TV signals.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
CCTV Security System		Various	Building security and remote monitoring systems.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Access Control and Intercom System		All of Building	Backbone infrastructure, access control stations and building entry points (not including handsets within lots)	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
External Lighting		All of Building	Lighting of public domain, landscaping and shared access way areas inside the boundary.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Hydraulic Systems - Repair & Maintenance										
Common Cold Water Pumps and Meters		All of Building	Provide water pressure to the development and housing of common and retail water	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

			meters							
Gas Meter Room		All of Building	Housing of all master gas meters	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Gas Regulator and Volumetric Boundary Meter		All of Building	To reduce street main pressure	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Gas Supply		All of Building	Pipework and valve sets from lot boundary to Master meters	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Sewerage System (incl pipes, pits pumps, pump controls etc)		All of Building	Conveying sewerage to the public sewer system	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Stormwater System (incl pipes, pits, pumps, controls, onsite detention system and filtration)		All of Building	Conveying stormwater to the detention tank and thence to public system	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Incoming Potable Water		All of Building	Pipework and valve sets from lot boundary to Master meters	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Non-Potable Water System		All of Building	Collection, distribution, treatment & reuse of recycled water to the carwash bay and landscape irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Water Usage for Shared Areas		All of Building	Water supply costs for shared areas e.g. bathrooms, landscaping (in addition to non-potable water) etc	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Fire Protection System - Repair & Maintenance										
Fire Pump and Valve Room		All of Building	House Fire fighting equipment	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Combined Hydrant and Sprinkler System		All of Building	Fire fighting	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

Fire Safety Device (including pump and valve room, extinguishers, fire doors, hose reels and fire certification).		All of Building	Fire fighting	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Fire Electrical Systems (including reticulation and sensing devices, fire indicator panels, fire fan control panel, EWIS and all associated equipment within FIP and distributed over the buildings)		All of Building	Fire detection, warning and evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Mechanical Systems - Repair & Maintenance										
Car park Ventilation System		Throughout car park and supply and exhaust fan rooms.	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Car Park Ventilation Jet Fans		Throughout carpark.	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Carpark Supply Fan Room		Basement level 2.	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Carpark Exhaust Fan Room		Basement level 2.	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Fire Hydrant Booster Pump Ventilation Fan		Hydrant sprinkler pump room.	Plant room exhaust	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Loading Dock Ventilation System		Loading dock.	Loading dock exhaust ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Shared Bin Store Exhaust System		Basement level 2.	Garbage Room Ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Security/Building manager's Room Air Conditioning		Building G level 1.	Heating / Cooling	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

Building Managers WC and retail facilities Exhaust System		Basement level 1.	Toilet exhaust ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Security/Building Manager and Communications Room Ventilation System		Building G level 1.	Supply air fan	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Retail Kitchen Exhaust Ductwork and Ductwork Fan		Retail kitchen exhaust fans, ductwork and vertical risers.	Retail Exhaust	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Utilities (on BMC House Meter)										
All shared meters and their apportionment to be included.		TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC

Schedule 2

Proxy Form

Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we,....., appoint as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for
*months/*meetings

* This form authorises the proxy to vote on my/our behalf on all matters **OR** * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member)

Signature or representative or substitute representative (if proxy appointed by them)

Signature of proxy

Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

Schedule 3

Retail Exclusive Use Plaza Areas

[Drafting note: plan to be included if determined by the vendor under clause 1.55 of Schedule 4 of the Contract.]

**ANNEXURE 15:
SHARED FACILITIES SCHEDULE**

DRAFT Shared Facilities Schedule

NINE by Mirvac - 6-30 Artarmon Road, Willoughby

Note: All shared systems that consume electricity are privately metered for apportionment through this shared costs schedule.

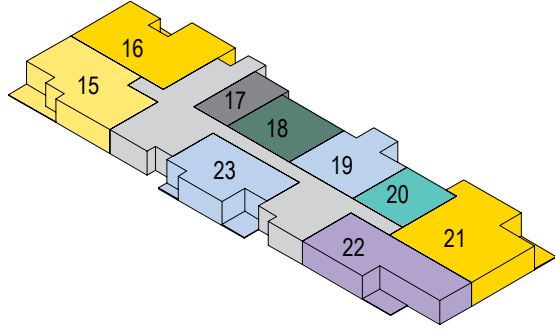
Definitions
GFA:
Electrical Demand:

Gross Floor Area as calculated by the registered Architect on lodgement of the development application
Residential GFA is 46,606 sqm, Retail GFA is 297 sqm and Total GFA is 46,903 sqm
The forecast electrical demand in Amperes as calculated by the registered Electrical Engineer whilst designing the electrical services for the building
Residential forecast electrical demand is 3,170A, Retail forecast electrical demand is 53A and total forecast electrical demand is 3,223A

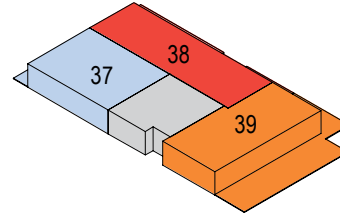
	Item number	Location within the Building	Description / Purpose	Use	Calculation of percentage based on anticipated use	Stratum Lot 1 (Residential)	Stratum Lot 2 (Retail)	Stratum Lot 3 (Residential)	Stratum Lot 4 (Residential)	Stratum Lot 5 (Residential)
Management fees and Administration Expenses										
Strata Management Fees Including Postage and Stationery		All of Building	For services carried out under the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Accounting, Audit and Bank Charges		All of Building	Production and audit of accounts, production/levies and payment of accounts.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Taxation		All of Building	Preparation and lodgement.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Management Fee (Building Manager)		All of Building	For services carried out under the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Services Contractor (if appointed)		All of Building	Compliance with statutory obligations - OHS etc. including engagement of contractor / consultant for emergency evacuation requirements and providing advice on shared facilities e.e. structural condition reporting, etc.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Legal fees		All of Building	To manage the obligations of the BMC.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Valuation Experts		All of Building	To cover obligations of the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Insurances		All of Building	Insurances for all buildings and other statutory obligations.	All members	In accordance with Strata Management Statement and Management Act	TBC	TBC	TBC	TBC	TBC
General										
General Consultants		All of Building	Engagement of any consultants for professional services relating to Shared Facilities not noted elsewhere.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Cleaning		All of Building	Cleaning of Shared Facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Security		All of Building	Security of Shared Facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Shared Building Elements - Operation, Cleaning, Repairs, Maintenance and Replacement										
Car Park and Associated Shared Access Corridors		Throughout basement and part levels 1 and 2	Retail, residential, visitor and carshare parking, service and loading facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Loading Dock		Basement level 2	Loading and unloading of vehicles, waste collection, service vehicle parking (including turntable)	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Main Residential Bin Room and Bulky Waste Room		Basement level 2	Temporary storage of residential waste and residential bulky waste for collection.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Retail Bin Room		Basement level 2	Temporary storage of retail waste for collection.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Storage Areas		Basement level 2	Storage areas for retail.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Bin Tug		Throughout basement and part levels 1 and 2	Bin tug to move bins from garbage rooms to main residential bin room.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Parcel Room and Cold Storage Area		Level 1 within Building G lobby	Parcel room and cold storage area for temporary storage of residential parcels for collection.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Parcel Locker Room and Parcel Lockers		Basement level 2 adjacent to loading dock	Parcel locker room and parcel locker facilities for temporary storage of residential parcels for collection.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Car Park Entry Gates		Access gates to car park including beneath Building G and Buildings E.	Security control of basement.	All members	Based on use (% of basement car parks/Total basement car parks at registration)	TBC	TBC	TBC	TBC	TBC
Car Park Roller Shutters		Roller shutters throughout basement and part levels 1 and 2.	Security control of residential parking areas located throughout basement.	Residential	Based on use (% of residential basement car parks/Total residential basement car parks at registration)	TBC	TBC	TBC	TBC	TBC
Visitor Car Parking (within basement)		Throughout basement and part levels 1 and 2	Residential visitor car parking spaces within basement.	Residential	Based on use (% of residential basement car parks/Total residential basement car parks at registration)	TBC	TBC	TBC	TBC	TBC
Residential Car Wash Bay and Pet Wash Bay		Basement level 1	Residential car wash bay and pet wash bay located within basement level 1.	Residential	% of Residential Lot GFA/Total Residential GFA	TBC	TBC	TBC	TBC	TBC
Building Manager / Security Room		Level 1 within Building G lobby	Security and building manager's office.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Cleaner's Room		Basement level 2	Cleaner's room for storage of materials.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Retail Awnings		Plaza area above retail tenancies	Maintenance, repair, cleaning, power consumption and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Awning Signage		Located on retail awnings	Maintenance, repair, cleaning, power consumption and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Lift B1 and B2		Lifts located in Building B.	Retail access between basement level 2, basement level 1 and rooftop plant levels.	All members	Based on % of Lot GFA and proportionate level of use.	TBC	TBC	TBC	TBC	TBC
Lift G1		Building G lift core	Use by all residential lots of Building G lift to access parcel room, cold storage room, parcel locker room and parcel lockers.	Residential	Based on % of residential Lot GFA and proportionate level of use.	TBC	TBC	TBC	TBC	TBC
General Shared Plant Rooms and Shared Storage Areas		Throughout basement and part levels 1 and 2	For housing general storage and plant and equipment.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Costs Arising from Council Easements or Maintenance Obligations Imposed by Council Not Noted Elsewhere		Various	To cover drainage easements or any other Council cost.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Peest Control Contracts		Whole building	To prevent infestation from vermin and pests.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Roofs - Lot 1		Building F, G and J roof tops	Weather protection, including structure, waterproofing membranes for buildings F, G and J.	All members	% of Lot GFA/Total GFA (Lot 1 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roofs - Lot 3		Building B and E roof tops	Weather protection, including structure, waterproofing membranes for buildings B and E.	All members	% of Lot GFA/Total GFA (Lot 3 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roof Top Plant Room - Lot 1		Building F, G and J roof tops	Housing of hydraulic and mechanical services.	All members	% of Lot GFA/Total GFA (Lot 1 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roof Top Plant Room - Lot 3		Building B and E roof tops	Housing of hydraulic and mechanical services.	All members	% of Lot GFA/Total GFA (Lot 3 and Lot 2)	TBC	TBC	TBC	TBC	TBC
Roof Top Photovoltaic Cells		Building D, E and F roof tops	Maintenance, repair and replacement of rooftop photovoltaic cells located on building D, E and F rooftops.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Retail Plant		Retail plant equipment located within Building B.	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Grease Traps		Retail grease traps located within basement.	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail AC Plant		Retail AC plant located within Building B level 1.	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Retail Toilets		Retail toilets located on level B1.	Maintenance, repair and replacement.	Retail	100% retail	TBC	TBC	TBC	TBC	TBC
Private Landscaping and Irrigation - Lots 1 and 3		All private landscaped areas not accessible by the general public located within the Stratum Lot 1 and Stratum Lot 3 boundaries.	All private hard and softscape landscaping and irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC
Private Landscaping and Irrigation - Lots 4 and 5		All private landscaped areas not accessible by the general public located within the Stratum Lot 4 and Stratum Lot 5 boundaries.	All private hard and softscape landscaping and irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC	TBC

**ANNEXURE 16:
ISOMETRIC PLANS**

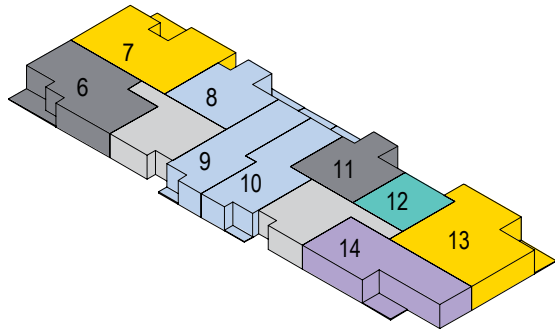
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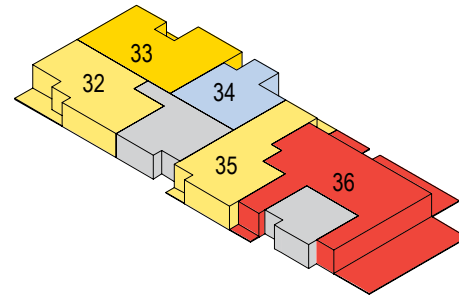
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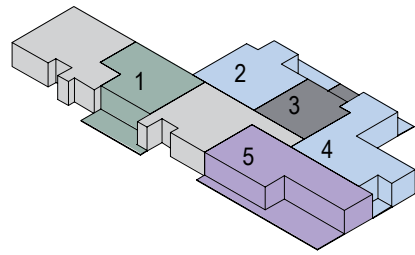
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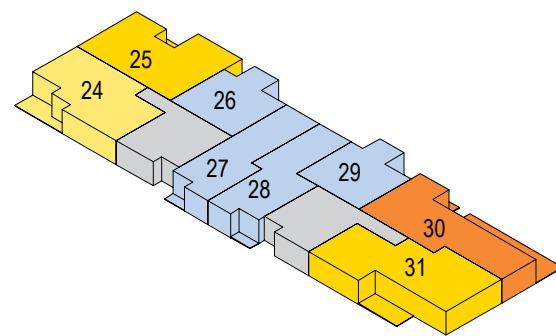
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LEVEL 5



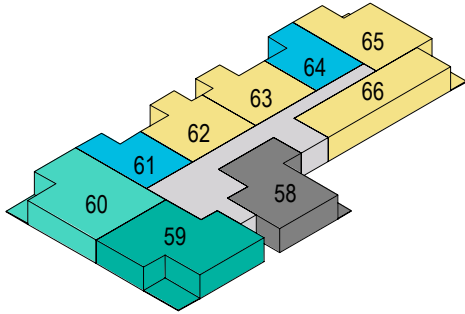
LEVEL 1



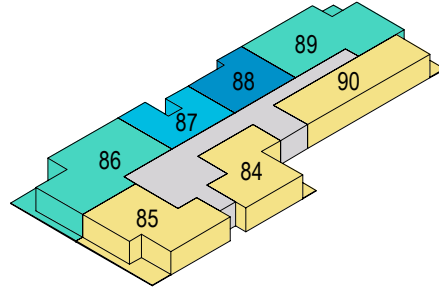
LEVEL 4

- | | | | |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| Studio Apartment | Lobby | 3 Bedroom Apartment | Not Available |
| 1 Bedroom Apartment | 2 Bedroom Apartment | 3 Bedroom + Media Apartment | 3 Bedroom Premium Apartment |
| 1 Bedroom + Media Apartment | 2 Bedroom + Media Apartment | 3 Bedroom + Study Apartment | 3 Bedroom Penthouse Apartment |
| 1 Bedroom + Study Apartment | 2 Bedroom + Study Apartment | | |

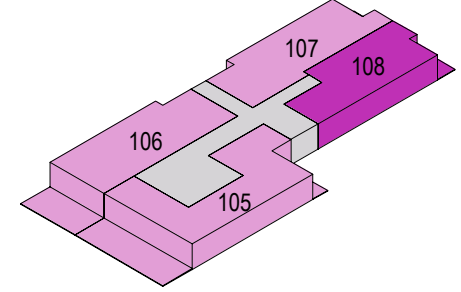
CHROMA



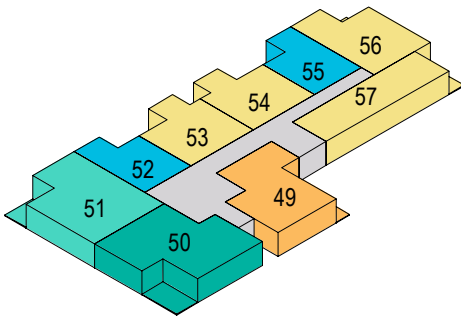
LEVEL 3



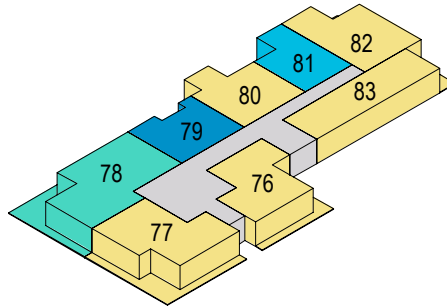
LEVEL 6



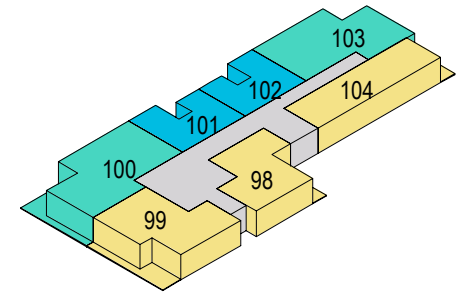
LEVEL 9



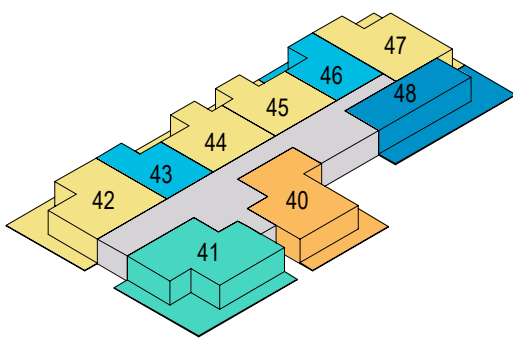
LEVEL 2



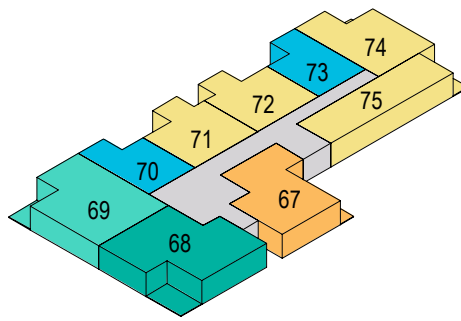
LEVEL 5



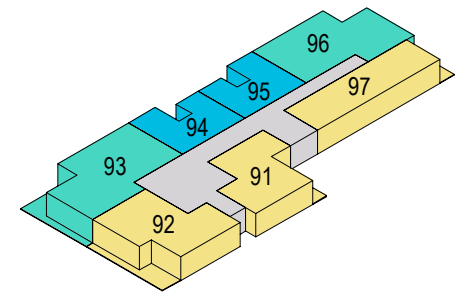
LEVEL 8



LEVEL 1



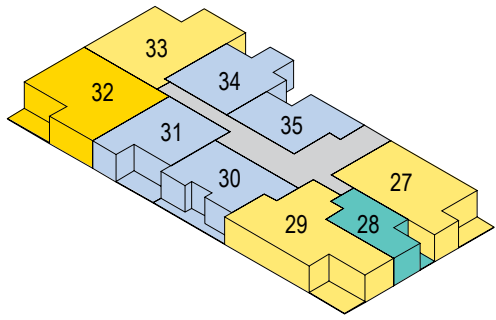
LEVEL 4



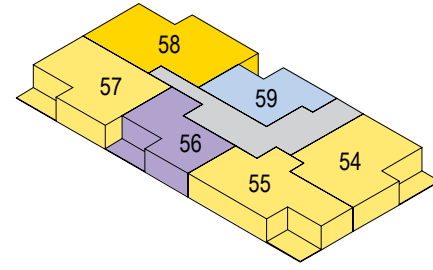
LEVEL 7

- | | | | |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| Studio Apartment | Lobby | 3 Bedroom Apartment | Not Available |
| 1 Bedroom Apartment | 2 Bedroom Apartment | 3 Bedroom + Media Apartment | 3 Bedroom Premium Apartment |
| 1 Bedroom + Media Apartment | 2 Bedroom + Media Apartment | 3 Bedroom + Study Apartment | 3 Bedroom Penthouse Apartment |
| 1 Bedroom + Study Apartment | 2 Bedroom + Study Apartment | | |

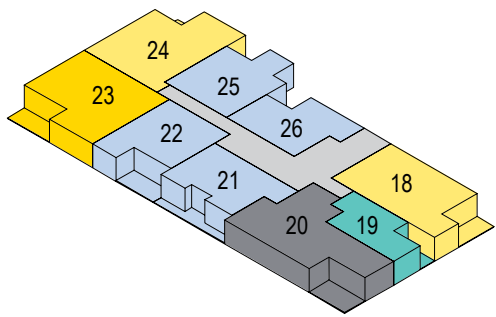
OVERTURE



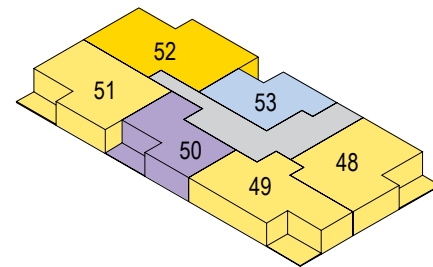
LEVEL 4



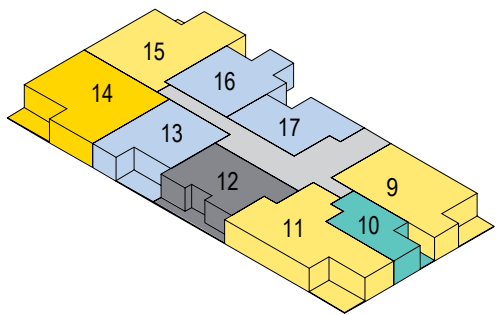
LEVEL 8



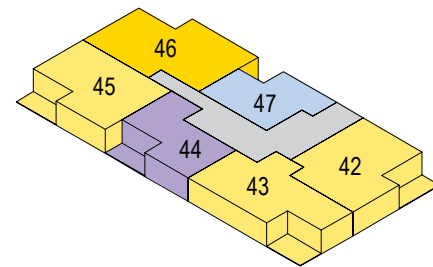
LEVEL 3



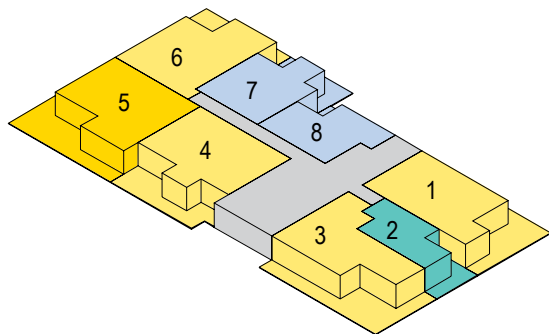
LEVEL 7



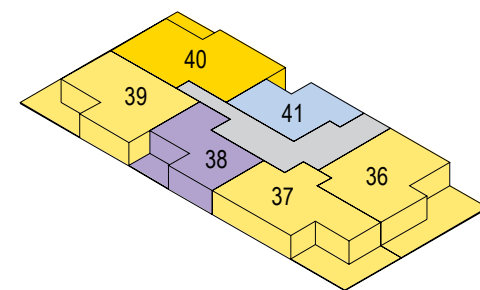
LEVEL 2



LEVEL 6



LEVEL 1

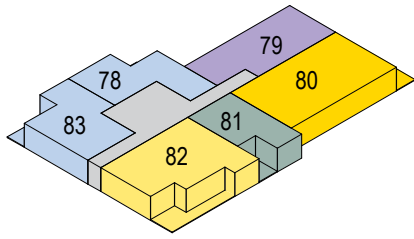


LEVEL 5

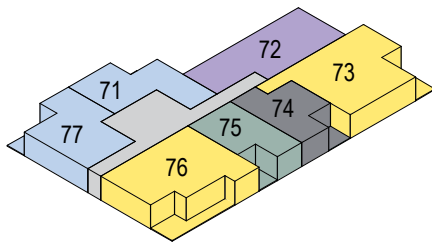
- | | | | |
|------------------|-----------------------------|-----------------------------|-----------------------------|
| Studio Apartment | 1 Bedroom Apartment | 2 Bedroom Apartment | 3 Bedroom Apartment |
| Lobby | 1 Bedroom + Media Apartment | 2 Bedroom + Media Apartment | 3 Bedroom + Media Apartment |
| Not Available | 1 Bedroom + Study Apartment | 2 Bedroom + Study Apartment | 3 Bedroom + Study Apartment |



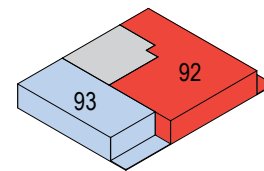
KENNEDY



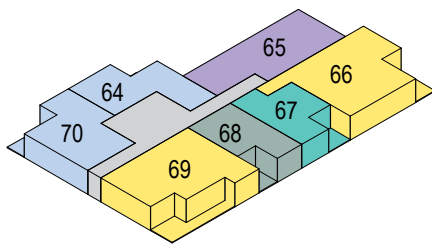
LEVEL 4



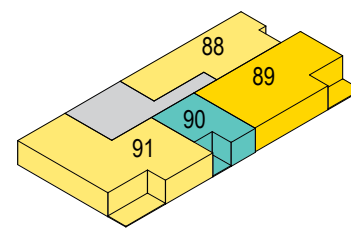
LEVEL 3



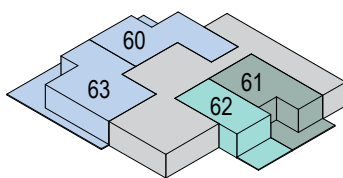
LEVEL 7



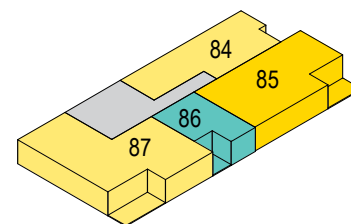
LEVEL 2



LEVEL 6



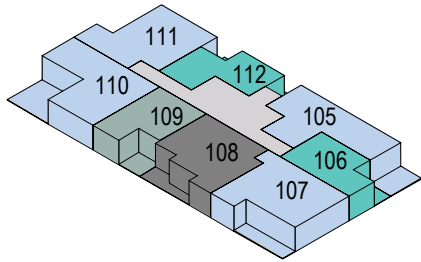
LEVEL 1



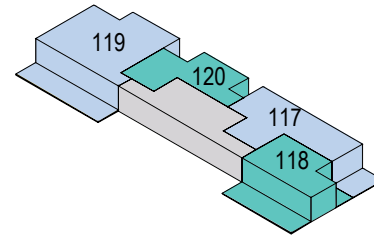
LEVEL 5

- | | | | |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| Studio Apartment | Lobby | 3 Bedroom Apartment | Not Available |
| 1 Bedroom Apartment | 2 Bedroom Apartment | 3 Bedroom + Media Apartment | 3 Bedroom Premium Apartment |
| 1 Bedroom + Media Apartment | 2 Bedroom + Media Apartment | 3 Bedroom + Study Apartment | 3 Bedroom Penthouse Apartment |
| 1 Bedroom + Study Apartment | 2 Bedroom + Study Apartment | | |

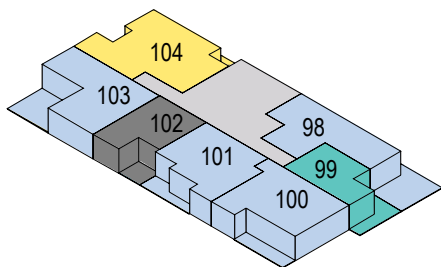
LANGARA



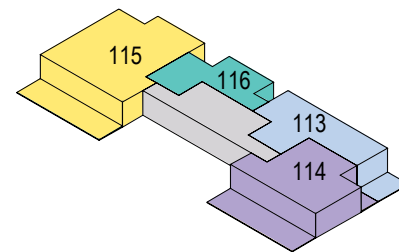
LEVEL 2



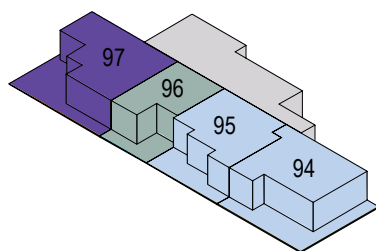
LEVEL 4



LEVEL 1



LEVEL 3



LEVEL B1

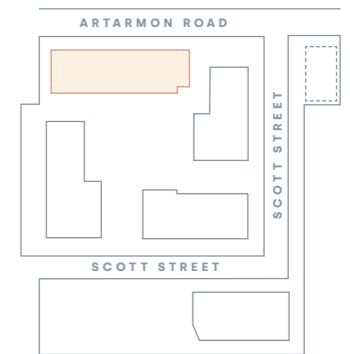
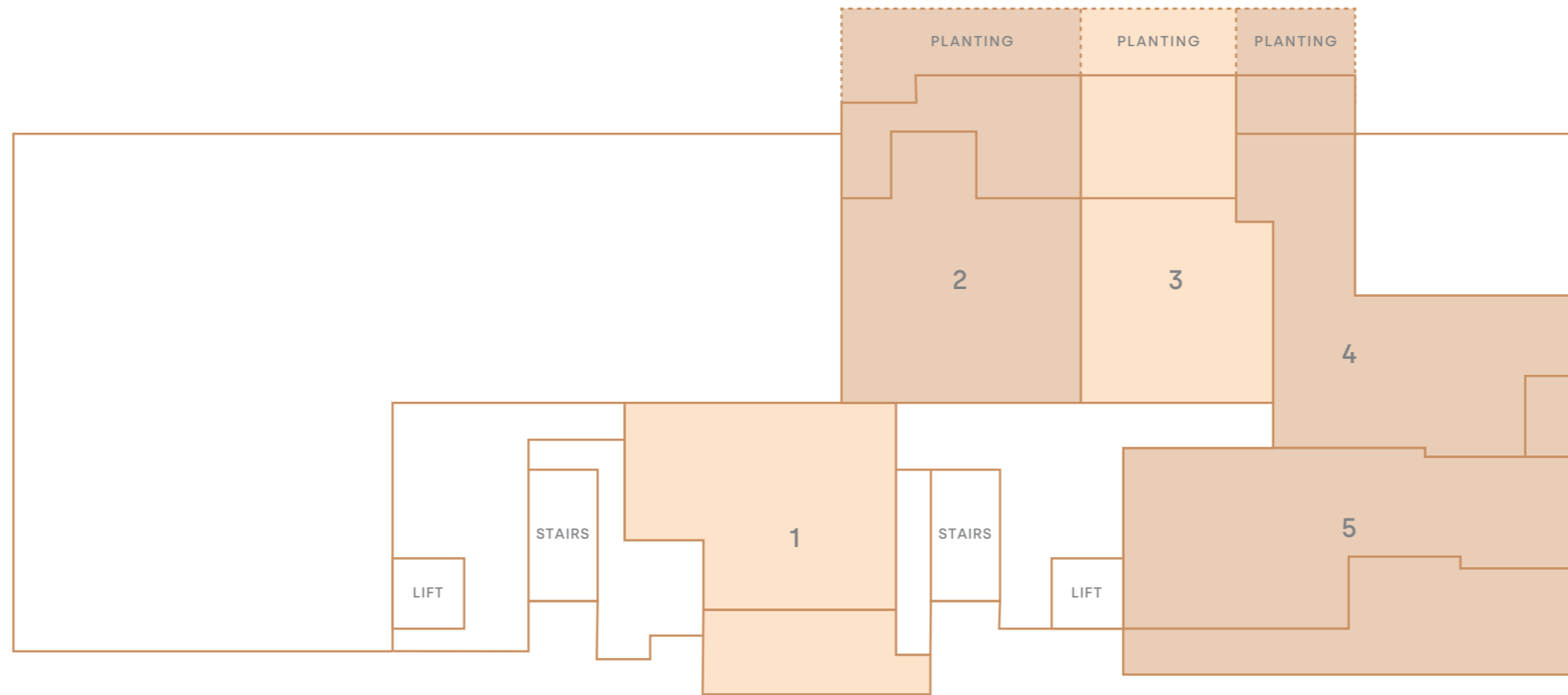
- | | | | |
|------------------|-----------------------------|-----------------------------|-----------------------------|
| Studio Apartment | 1 Bedroom Apartment | 2 Bedroom Apartment | 3 Bedroom Apartment |
| Lobby | 1 Bedroom + Media Apartment | 2 Bedroom + Media Apartment | 3 Bedroom + Media Apartment |
| Not Available | 1 Bedroom + Study Apartment | 2 Bedroom + Study Apartment | 3 Bedroom + Study Apartment |

**ANNEXURE 17:
TYPICAL FLOOR PLATES**



CUE

FIRST FLOOR



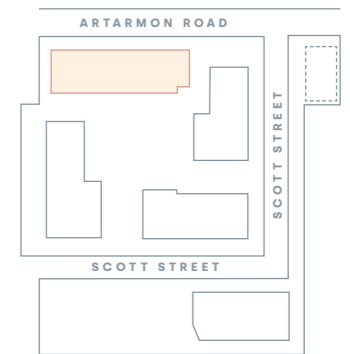
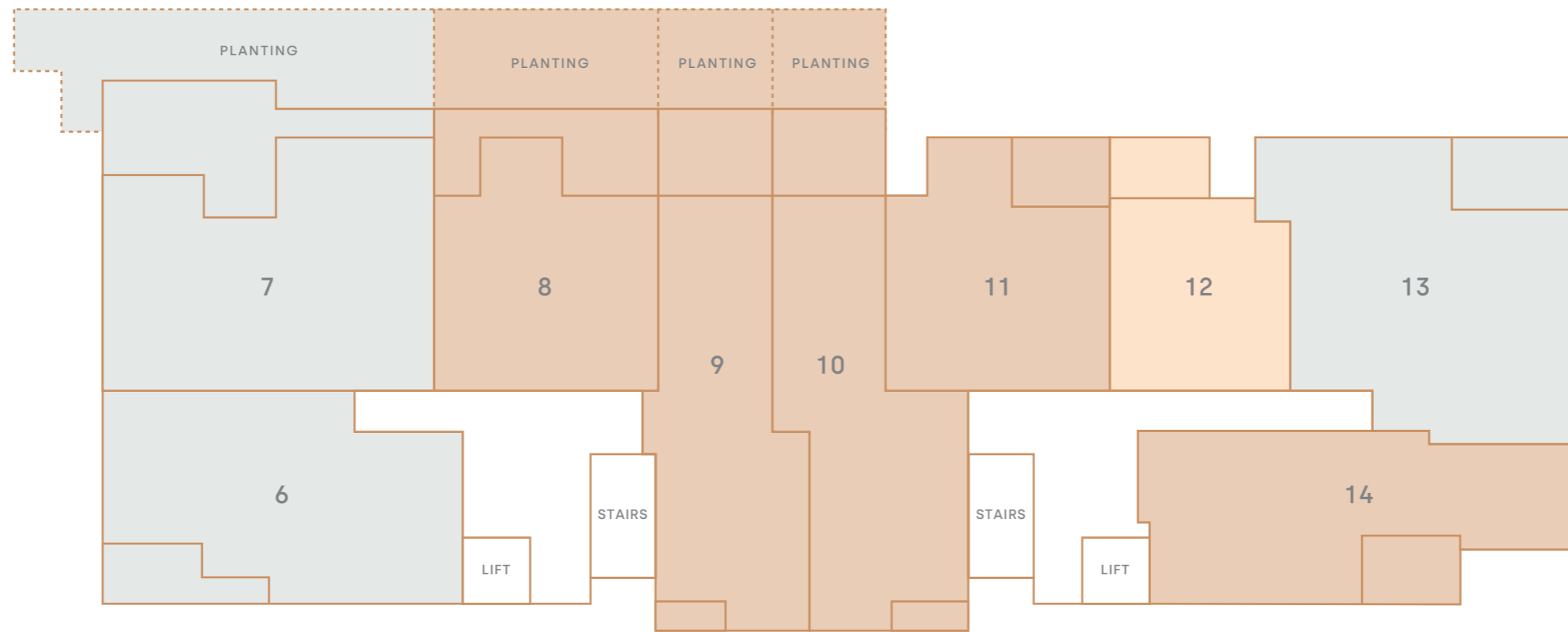
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CUE

SECOND FLOOR



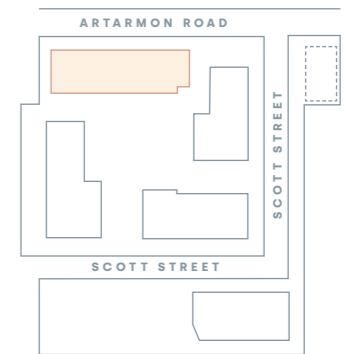
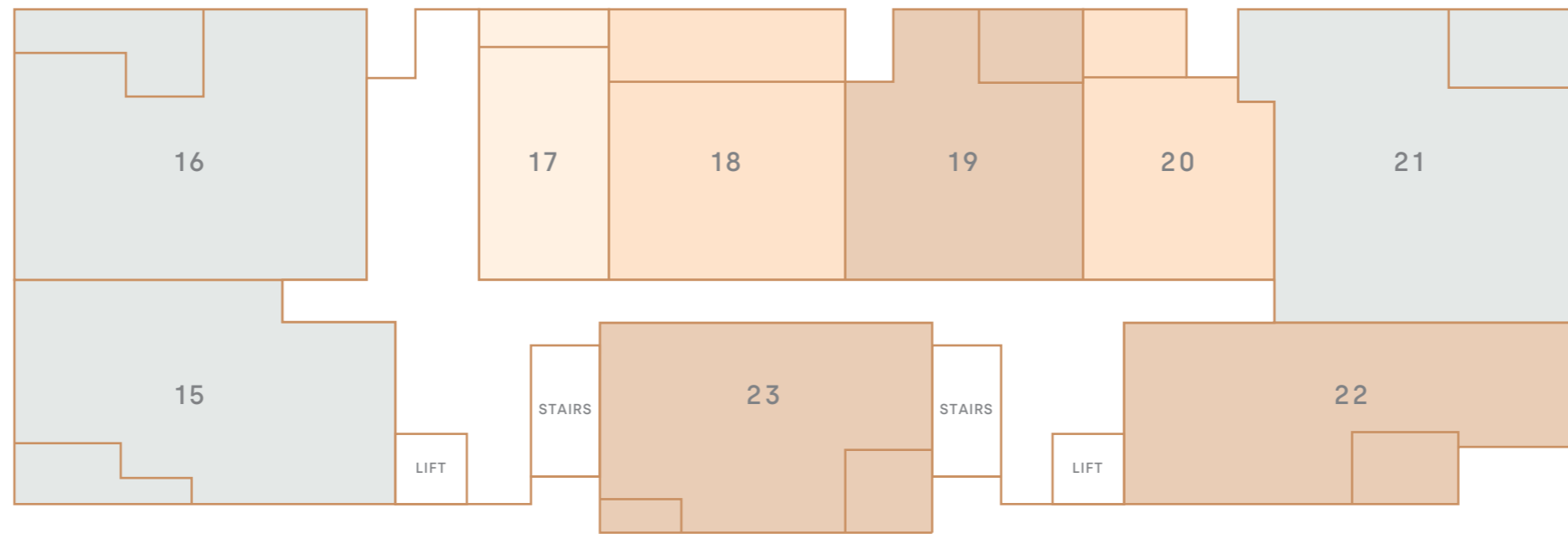
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CUE

THIRD FLOOR



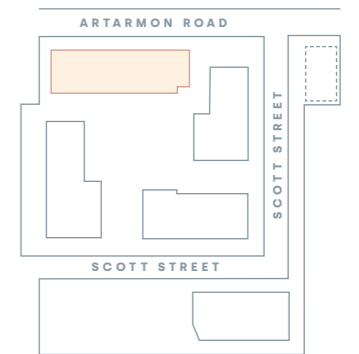
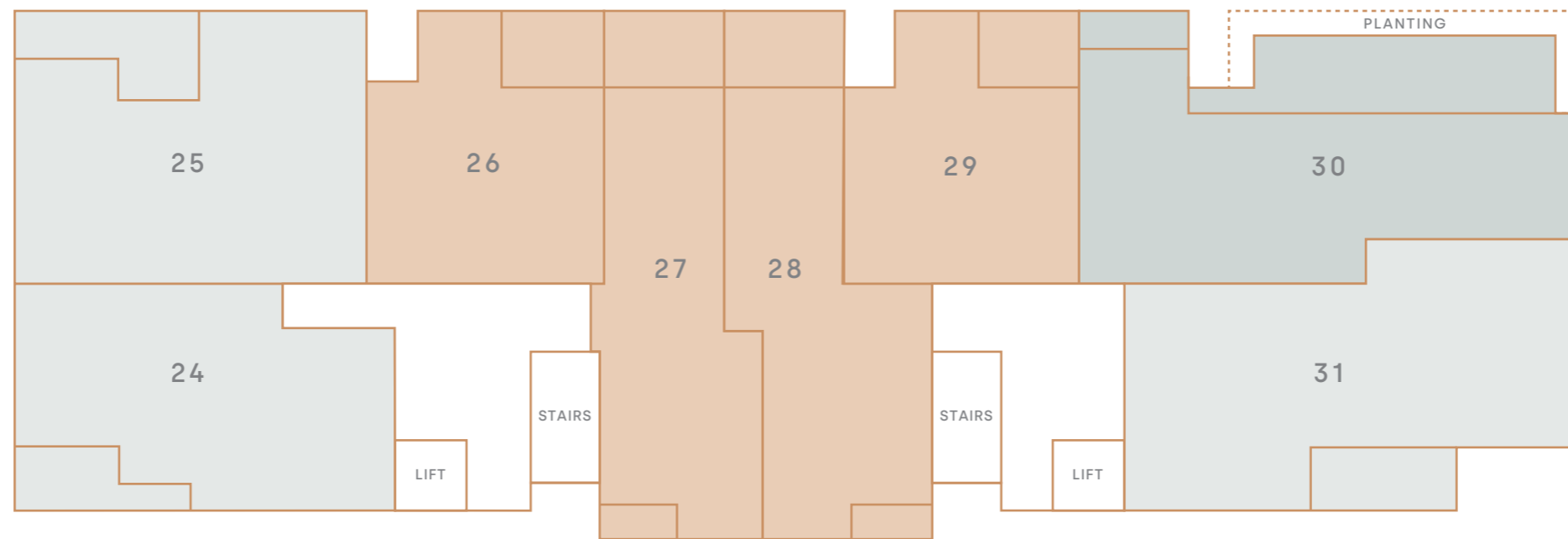
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CUE

FOURTH FLOOR



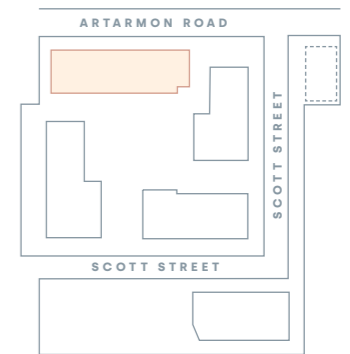
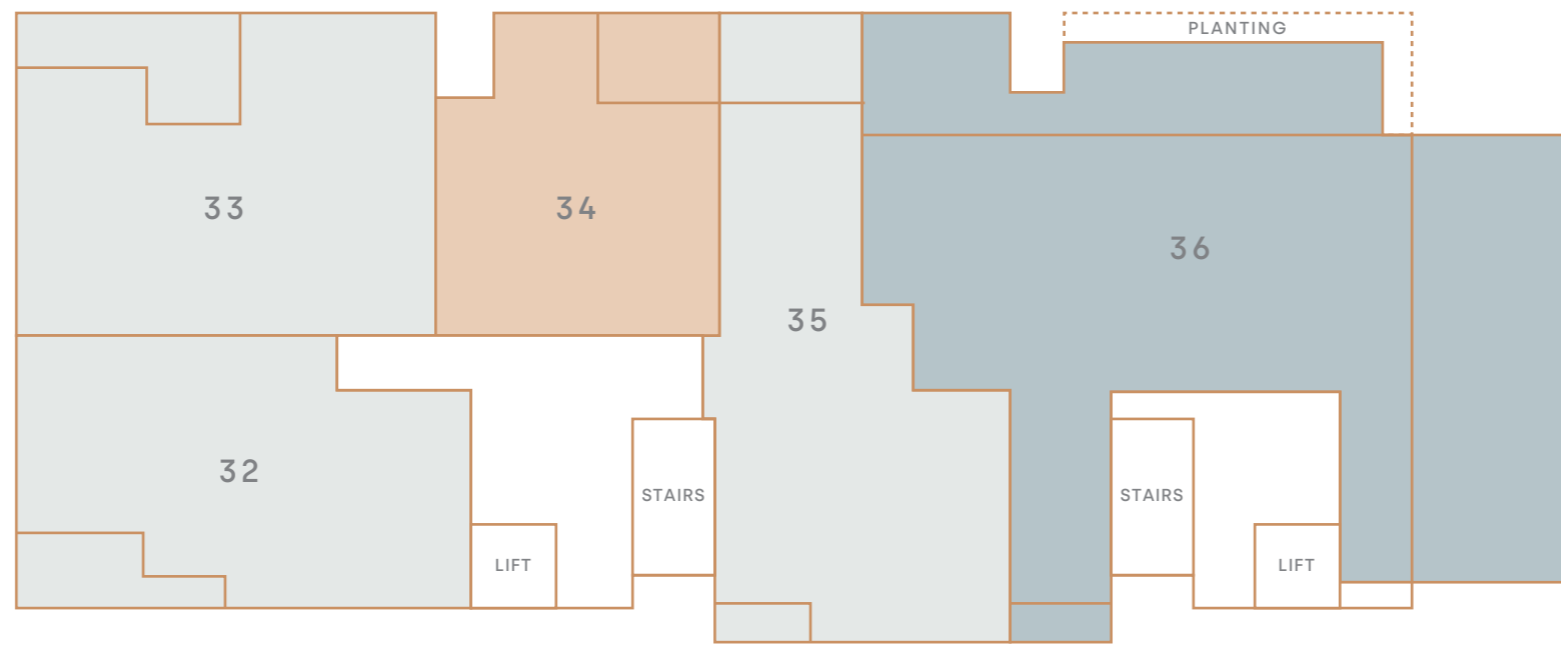
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CUE

FIFTH FLOOR



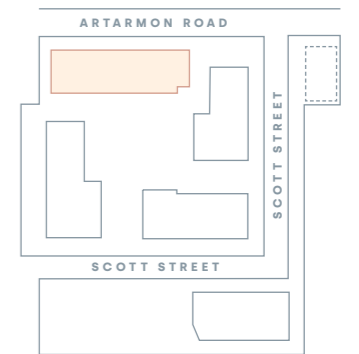
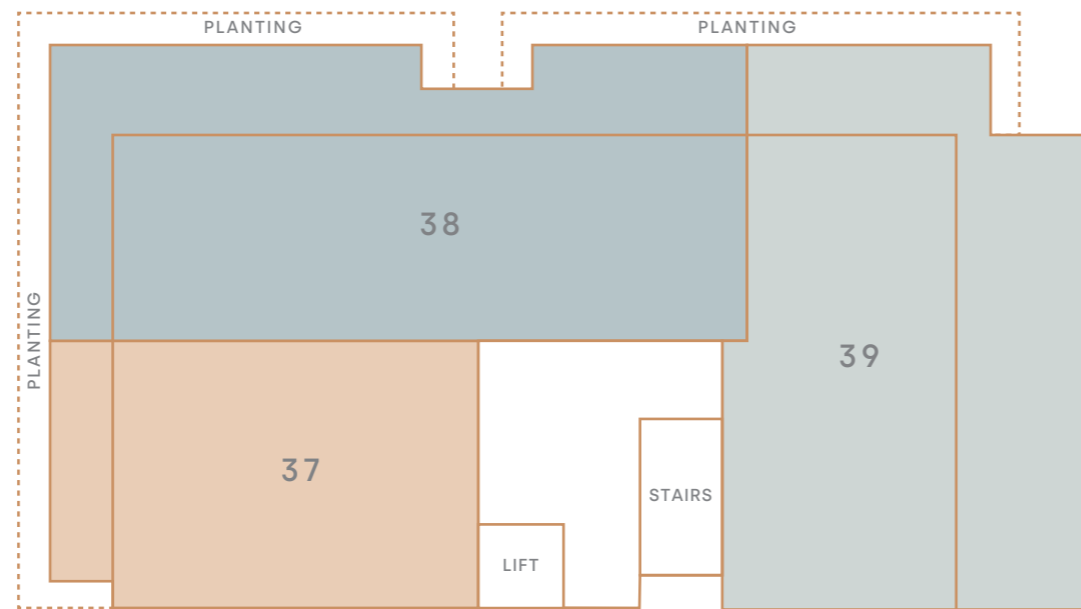
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CUE

SIXTH FLOOR



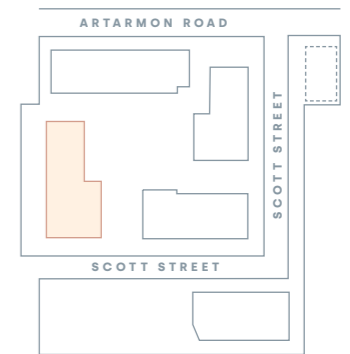
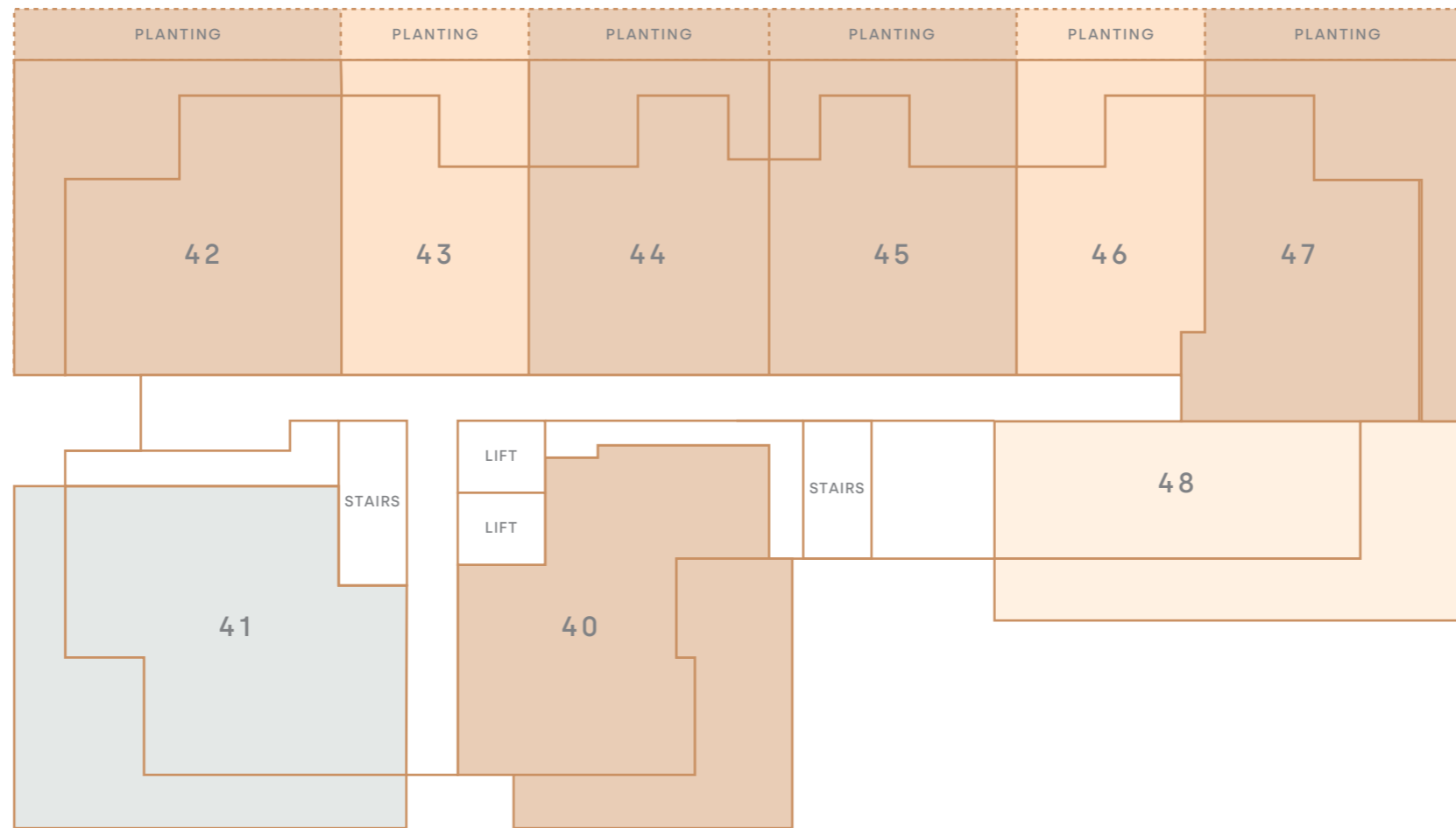
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

FIRST FLOOR



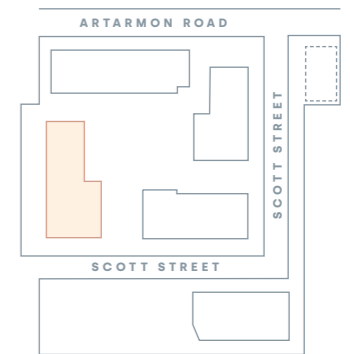
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

SECOND FLOOR



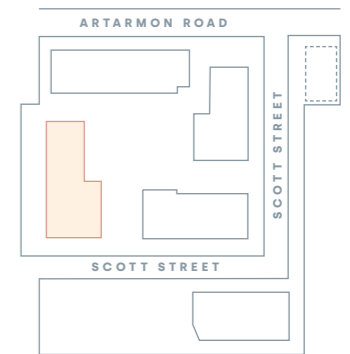
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

THIRD FLOOR



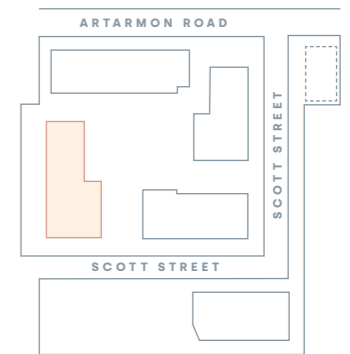
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

FOURTH FLOOR



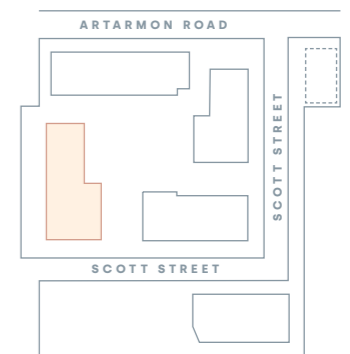
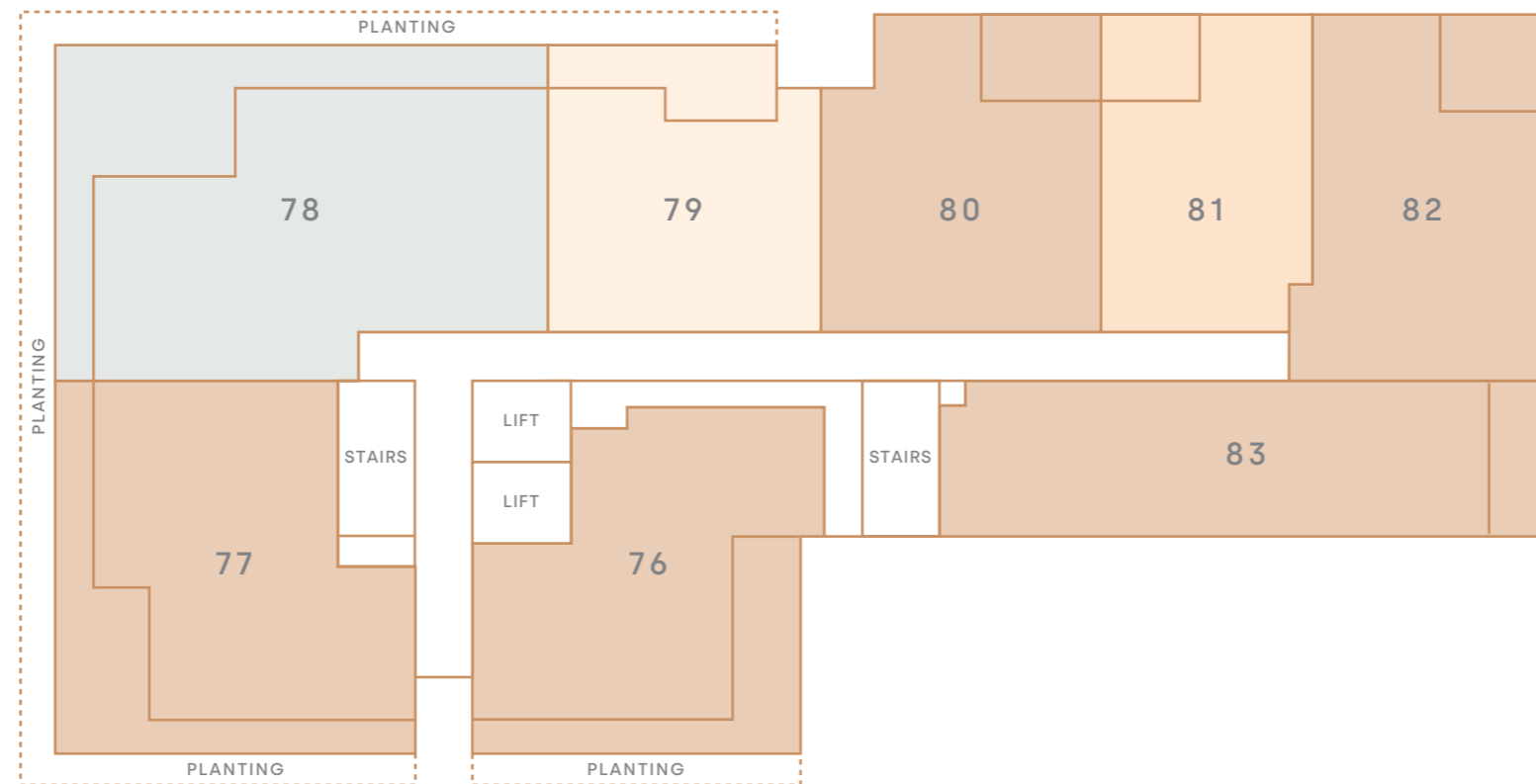
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

FIFTH FLOOR



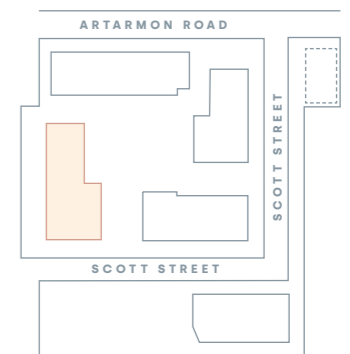
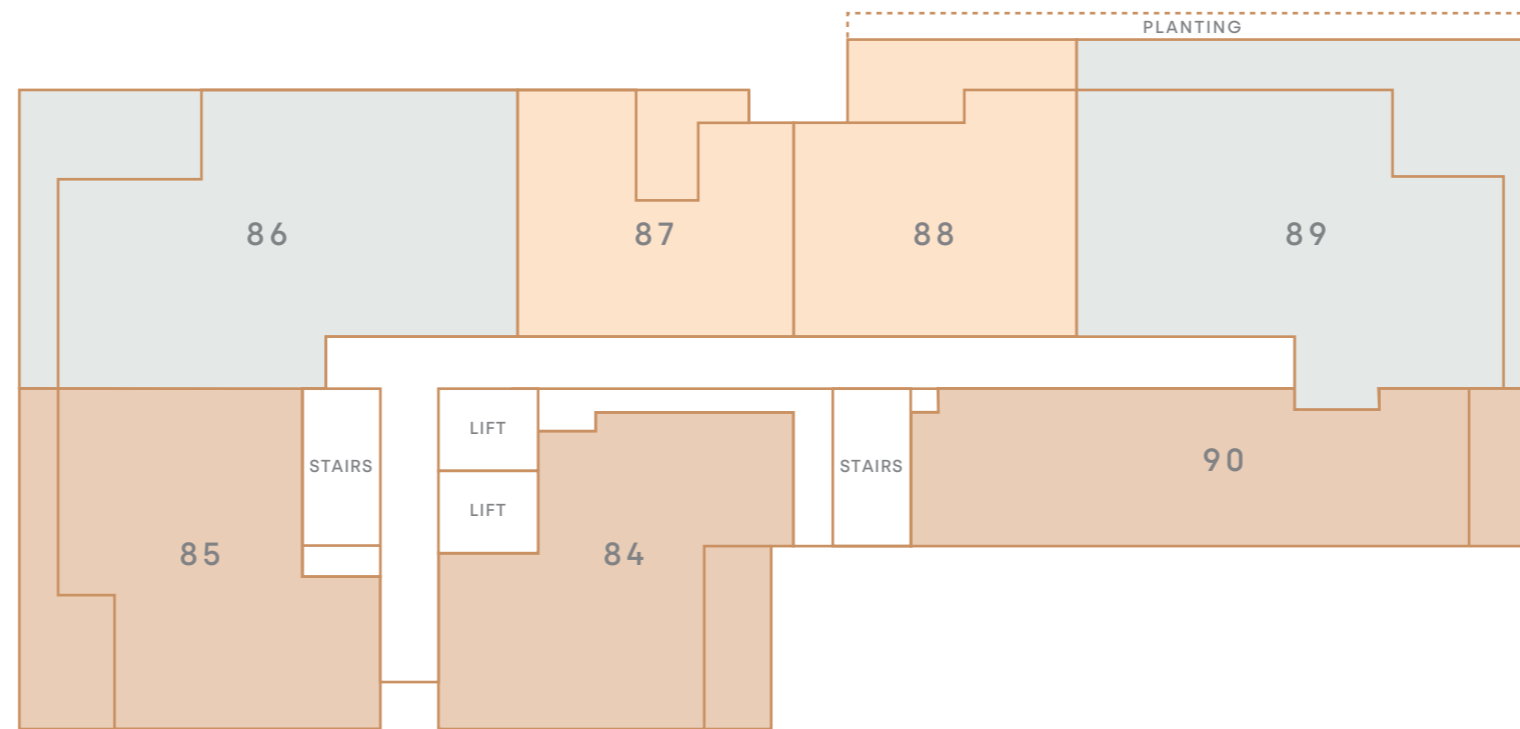
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

SIXTH FLOOR



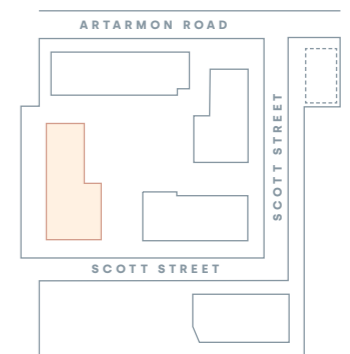
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

SEVENTH FLOOR



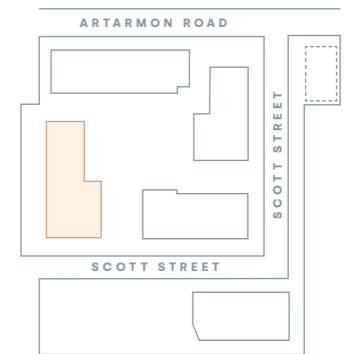
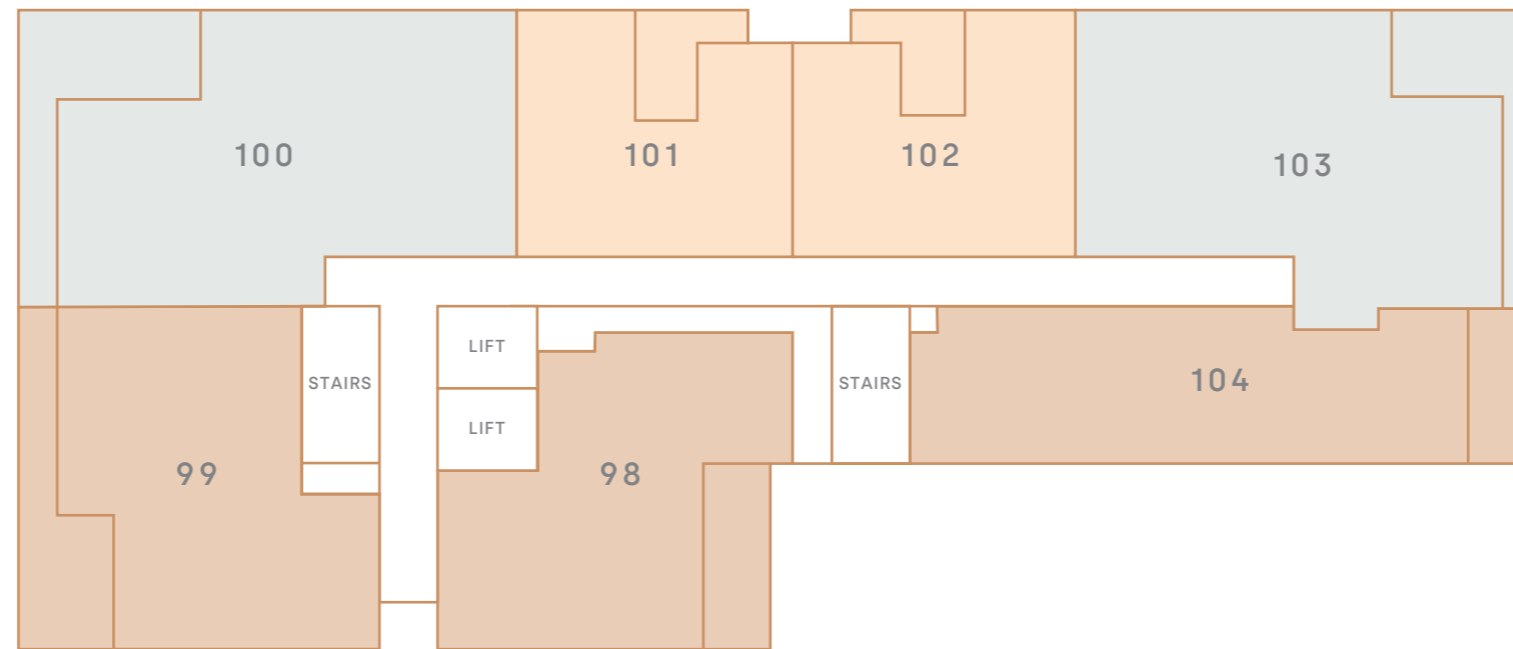
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

EIGHTH FLOOR



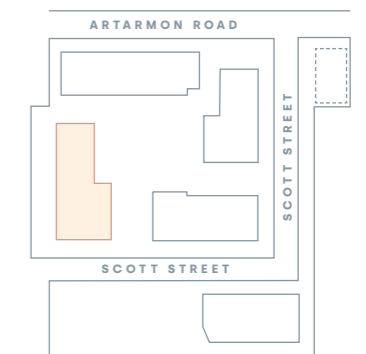
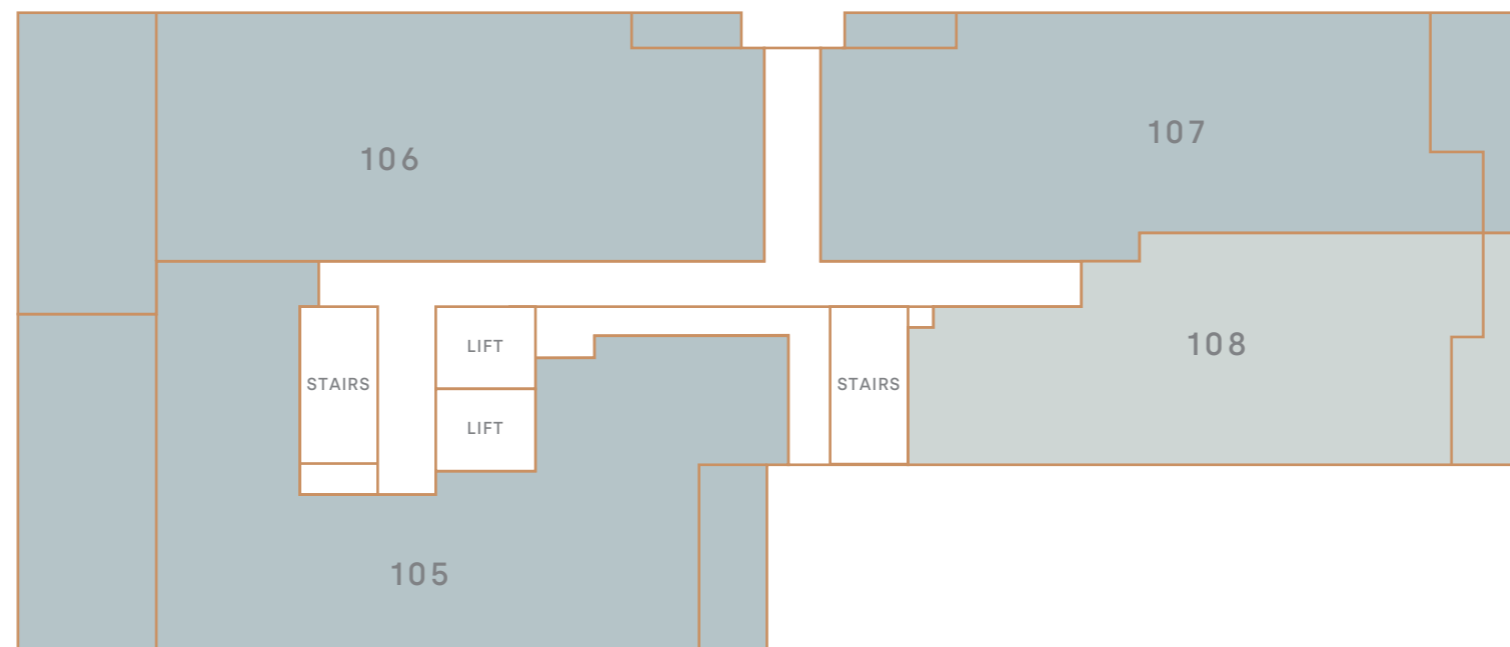
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





CHROMA

NINTH FLOOR



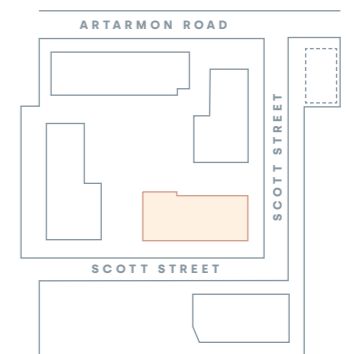
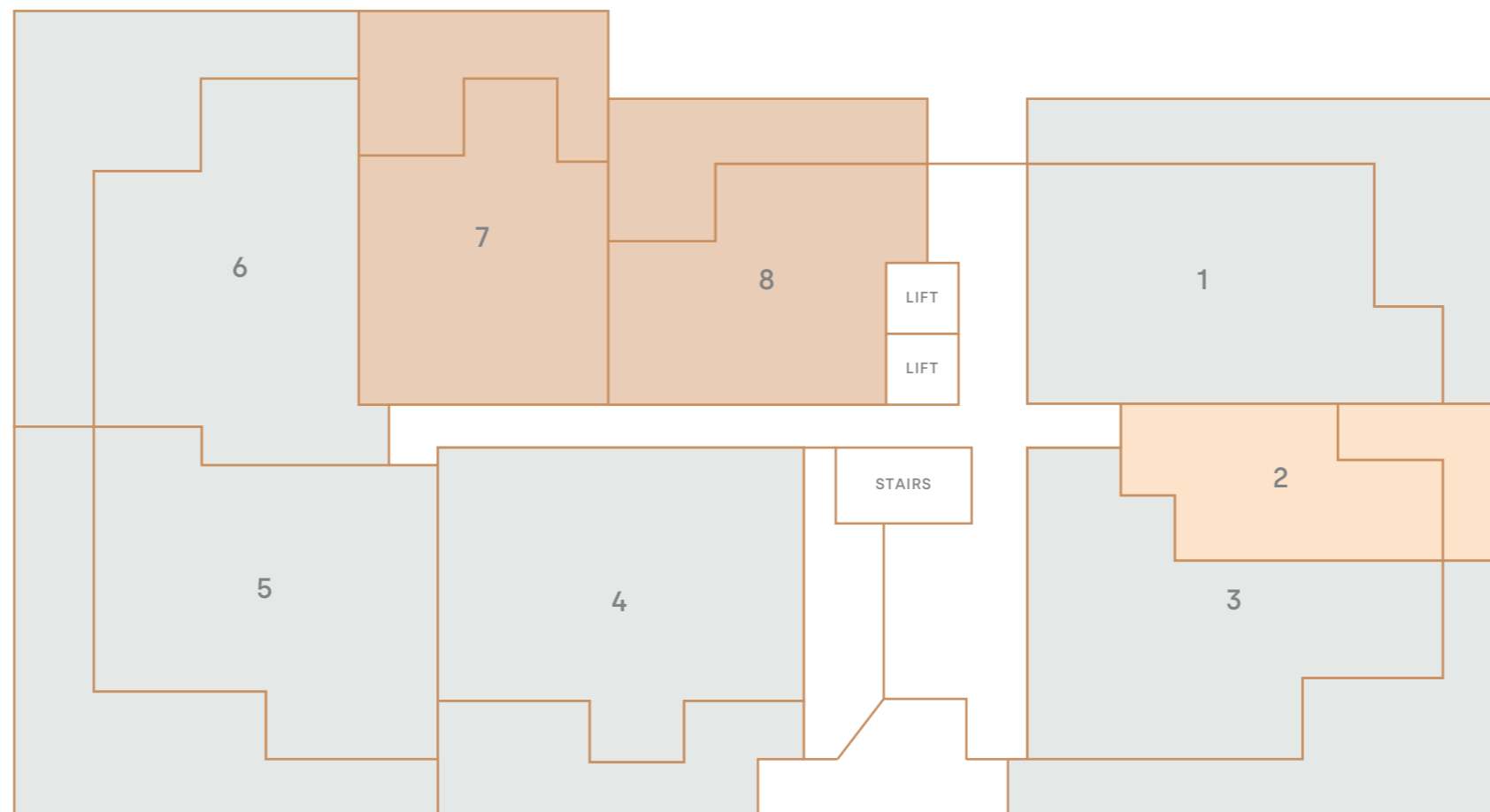
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

FIRST FLOOR



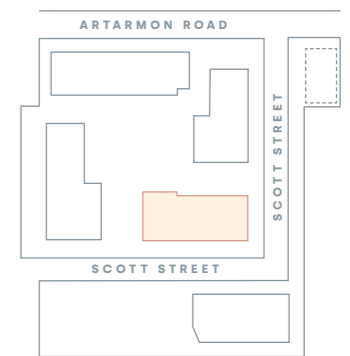
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

SECOND FLOOR



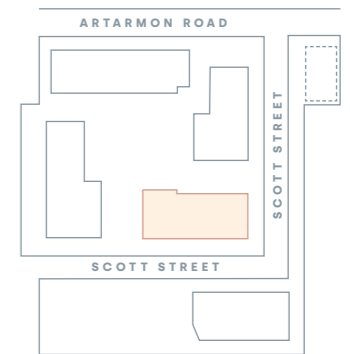
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

THIRD FLOOR



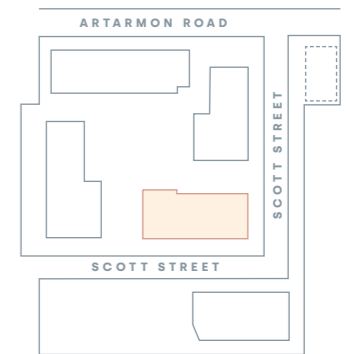
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

FOURTH FLOOR



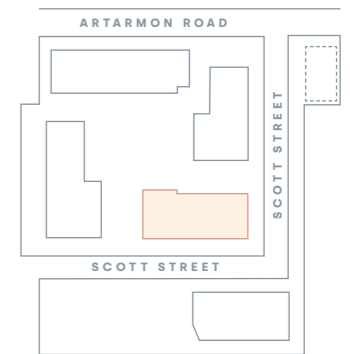
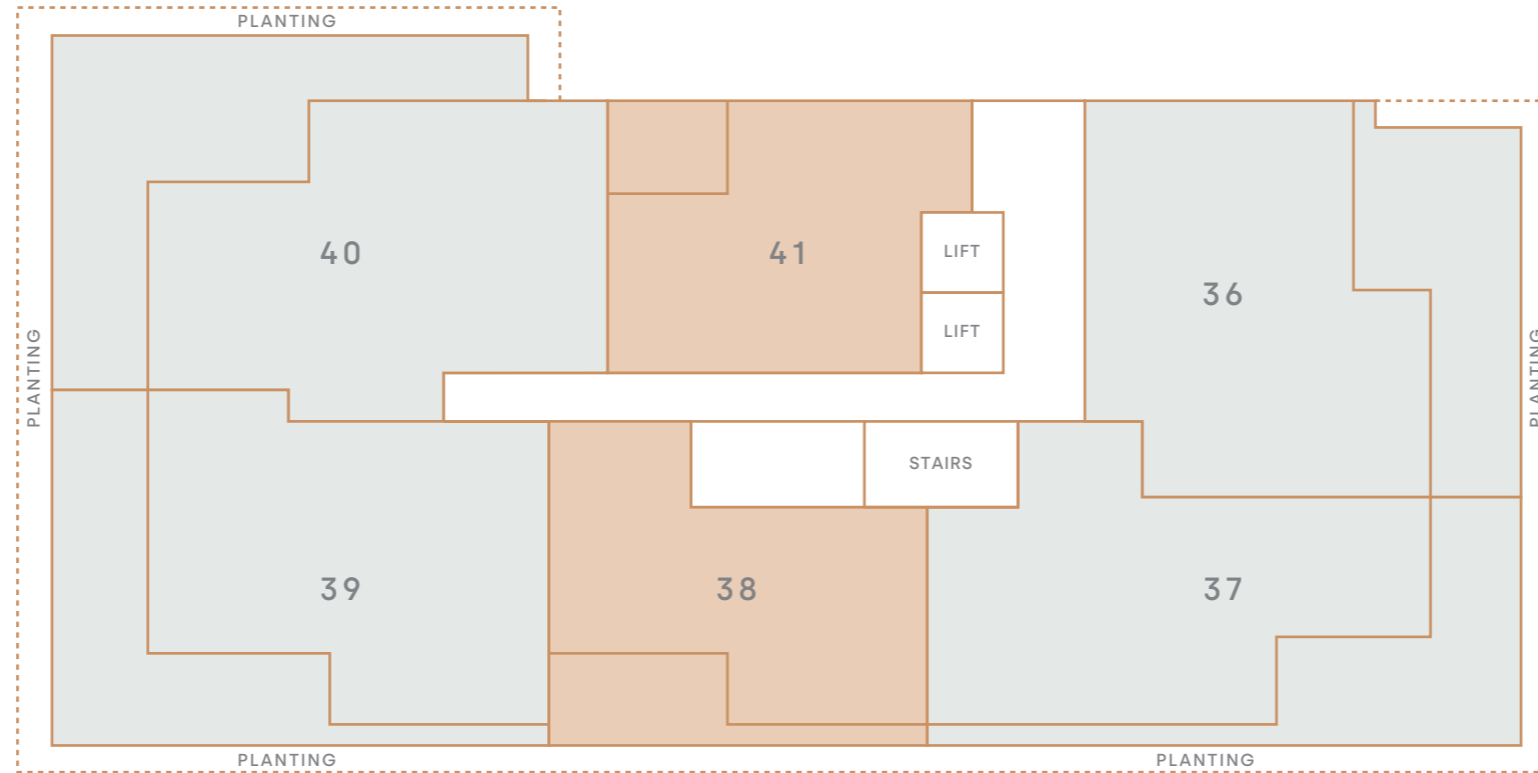
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

FIFTH FLOOR



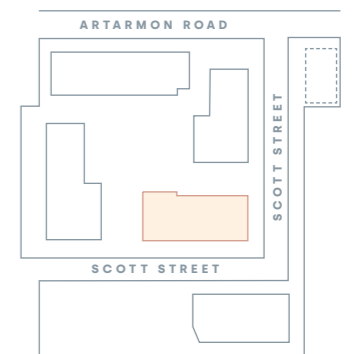
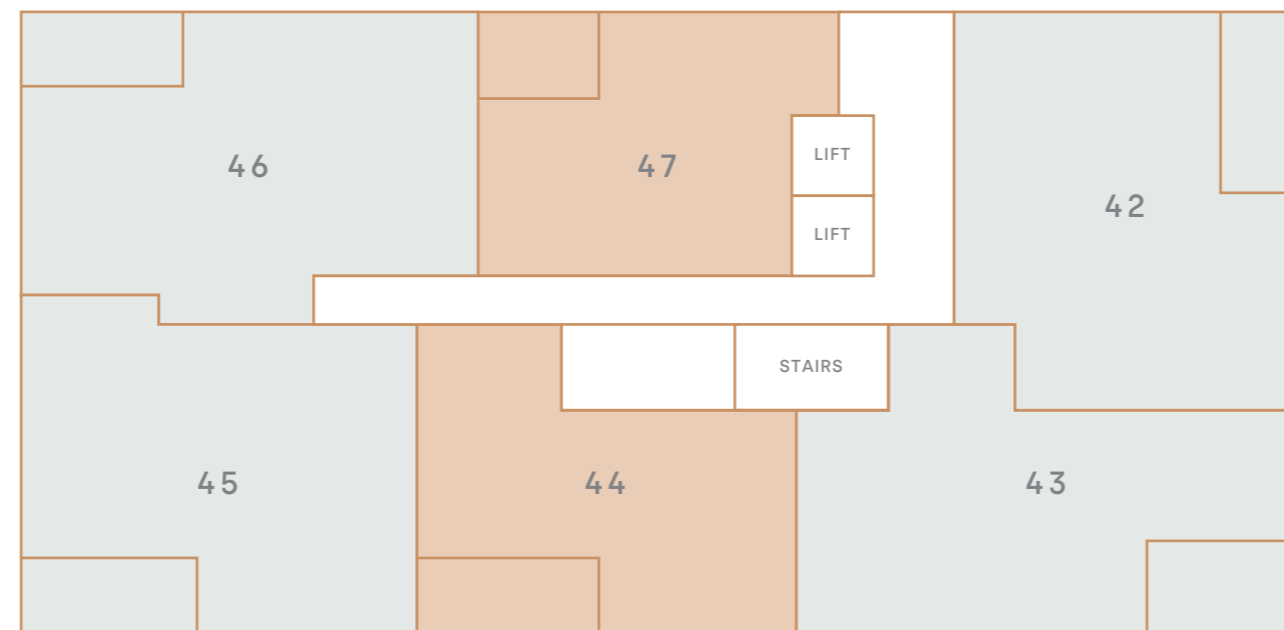
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

SIXTH FLOOR



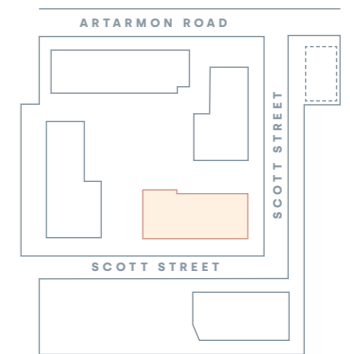
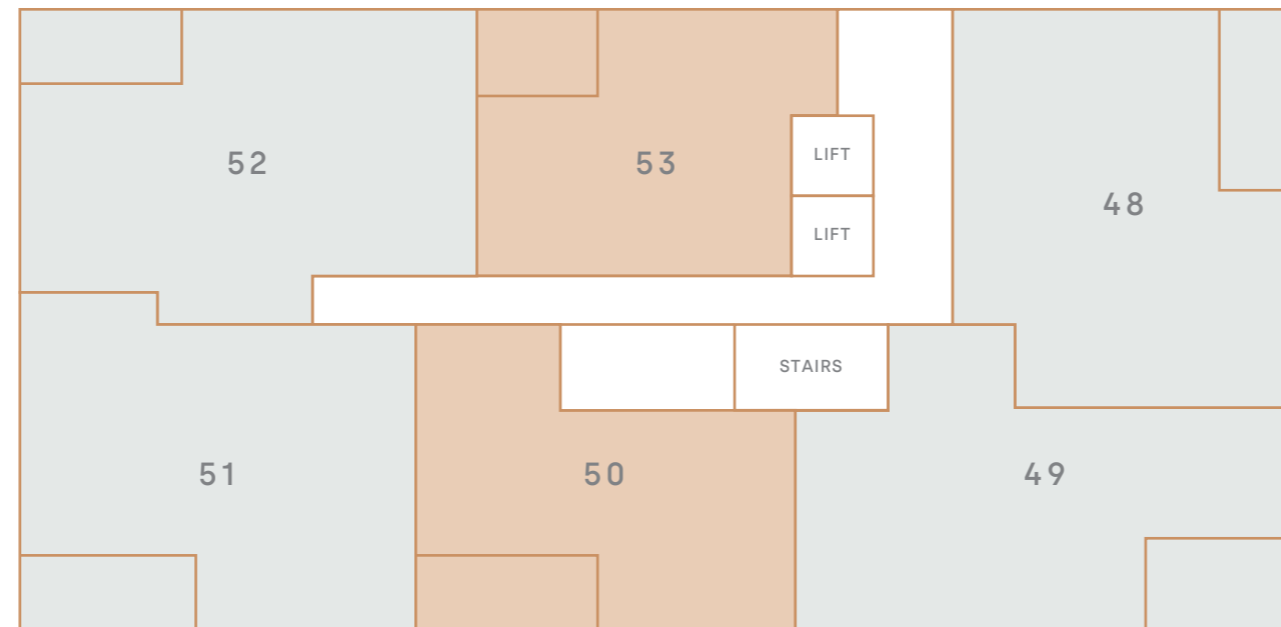
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

SEVENTH FLOOR



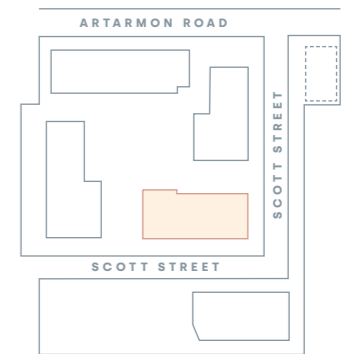
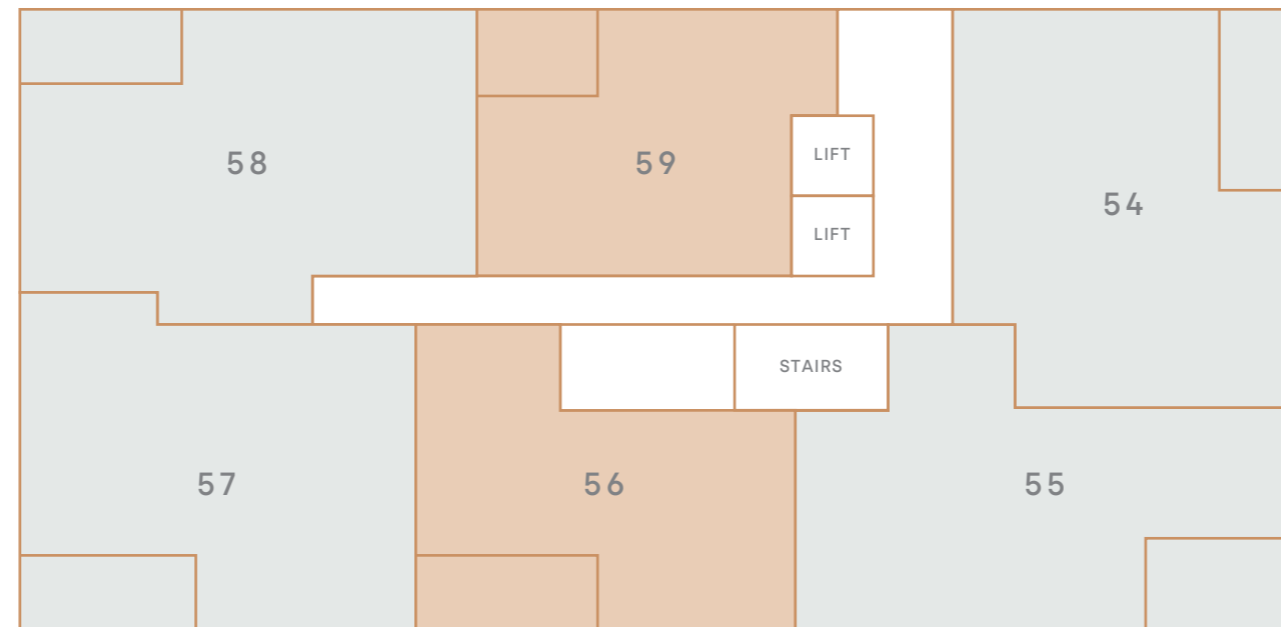
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





OVERTURE

EIGHTH FLOOR



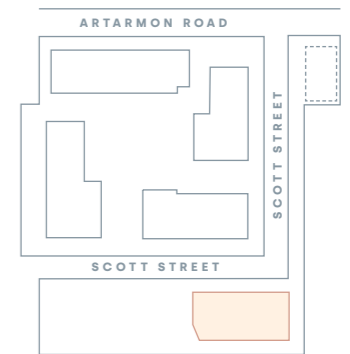
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





LANGARA

LOWER FIRST FLOOR



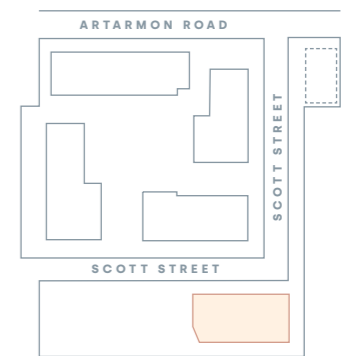
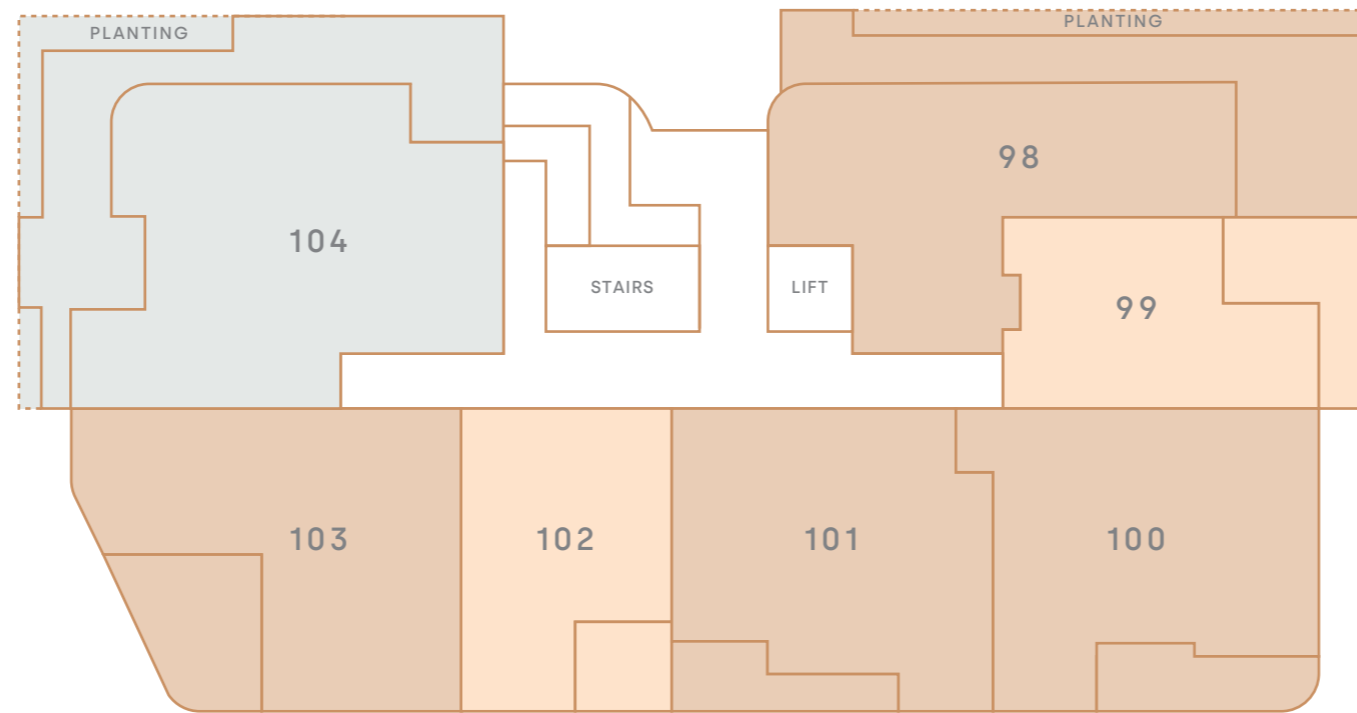
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





LANGARA

FIRST FLOOR



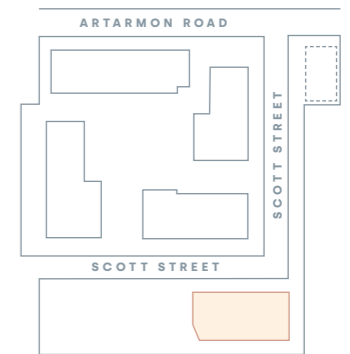
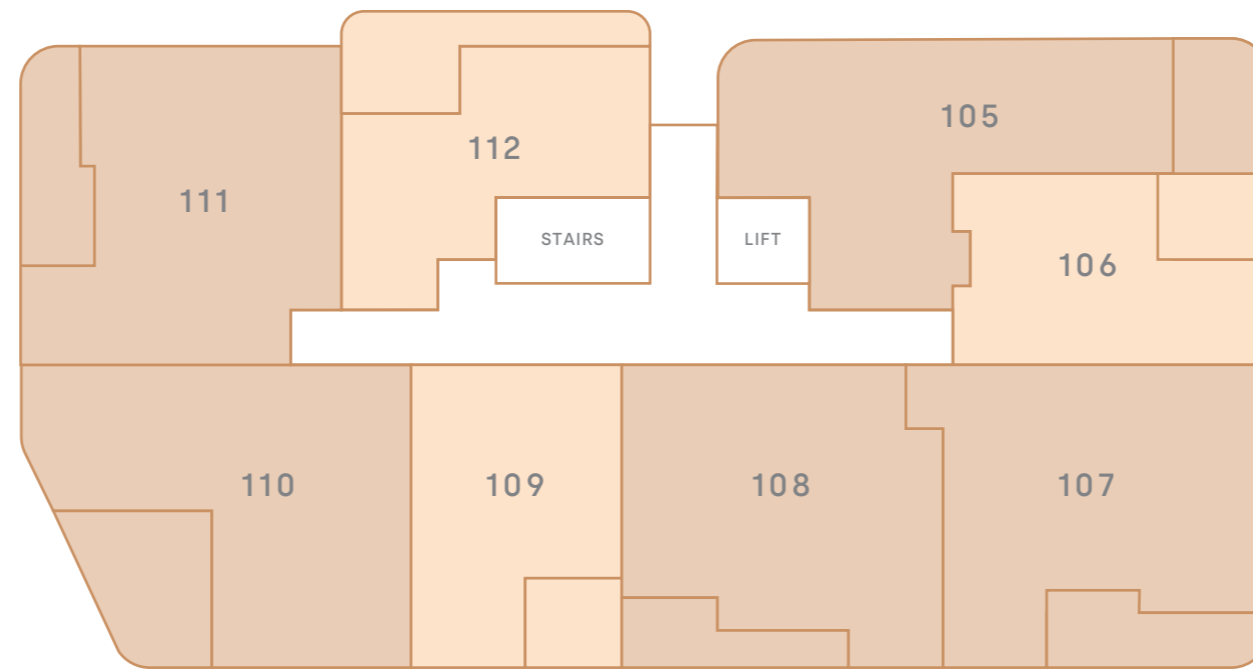
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





LANGARA

SECOND FLOOR



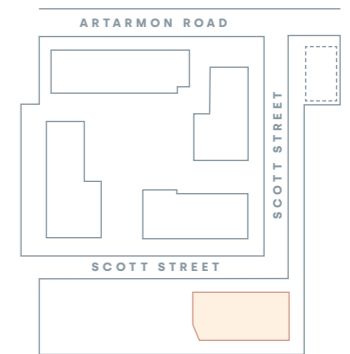
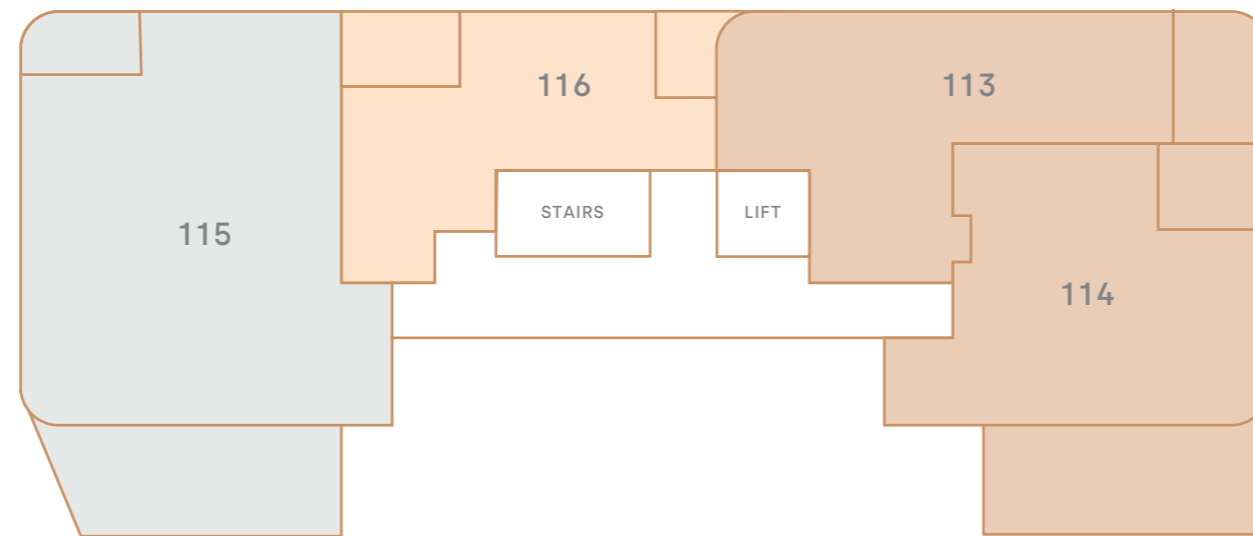
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





LANGARA

THIRD FLOOR



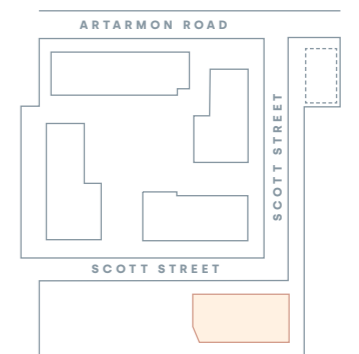
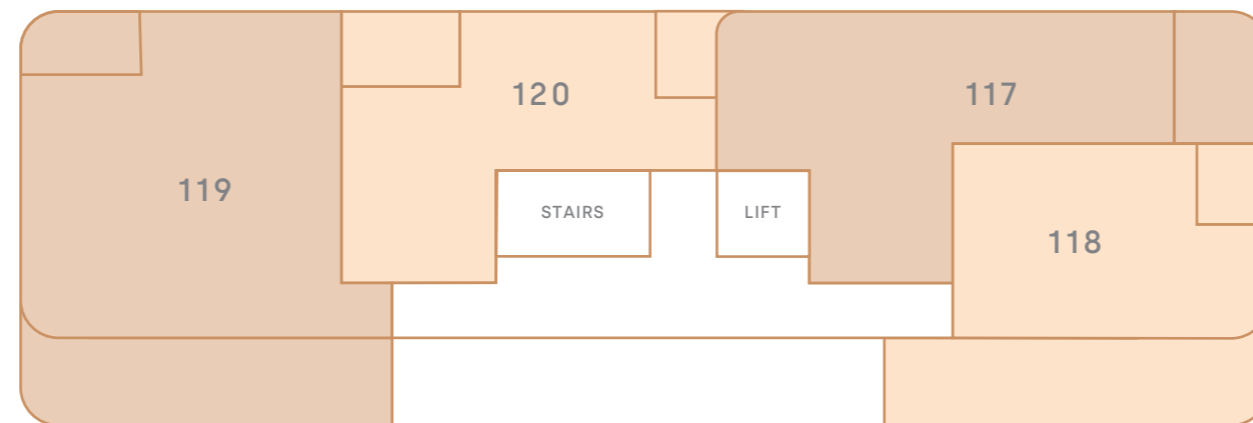
STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE





LANGARA

FOURTH FLOOR



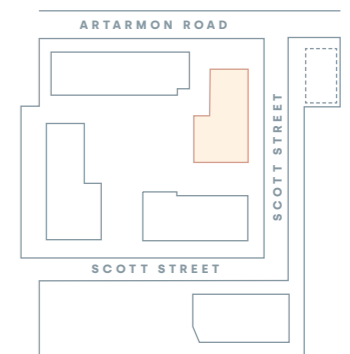
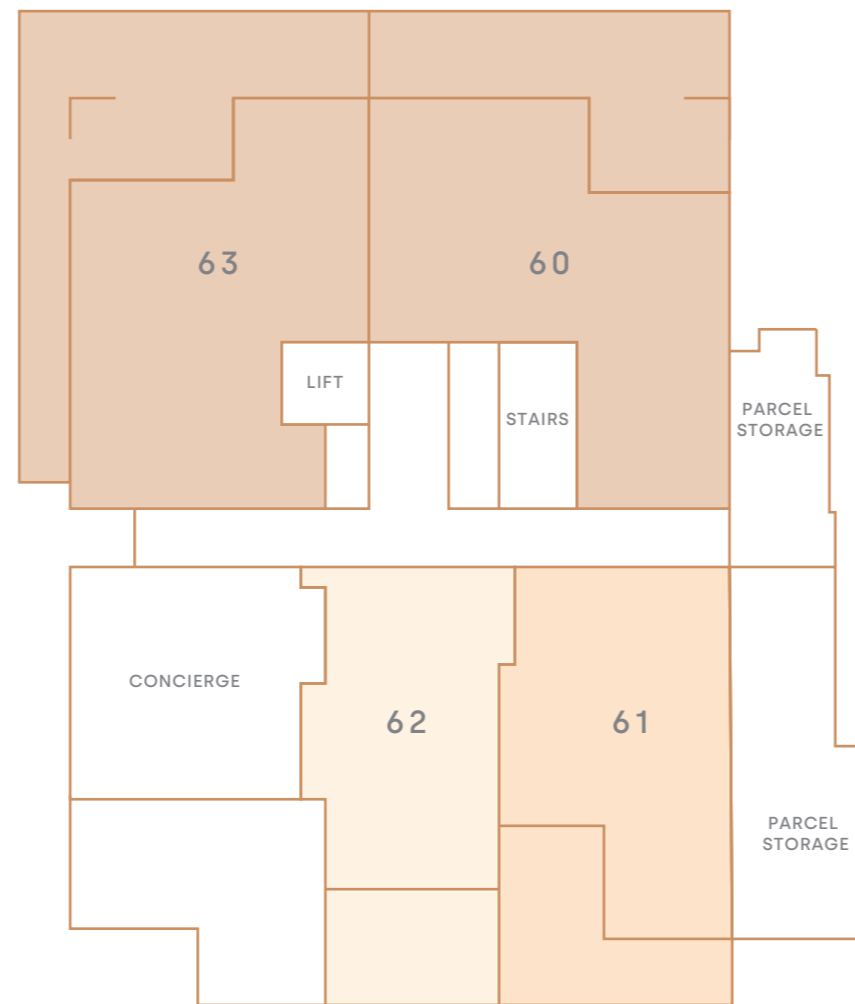
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KENNEDY

FIRST FLOOR



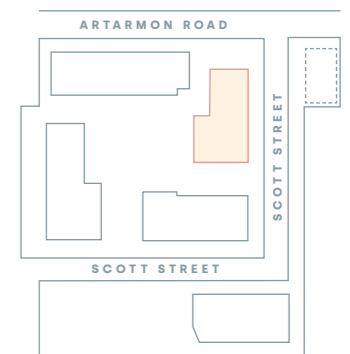
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KENNEDY

SECOND FLOOR



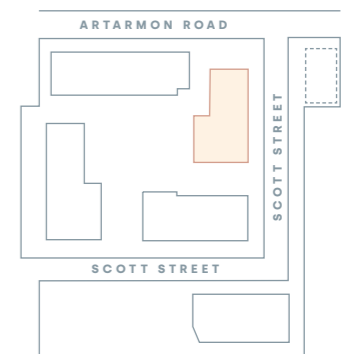
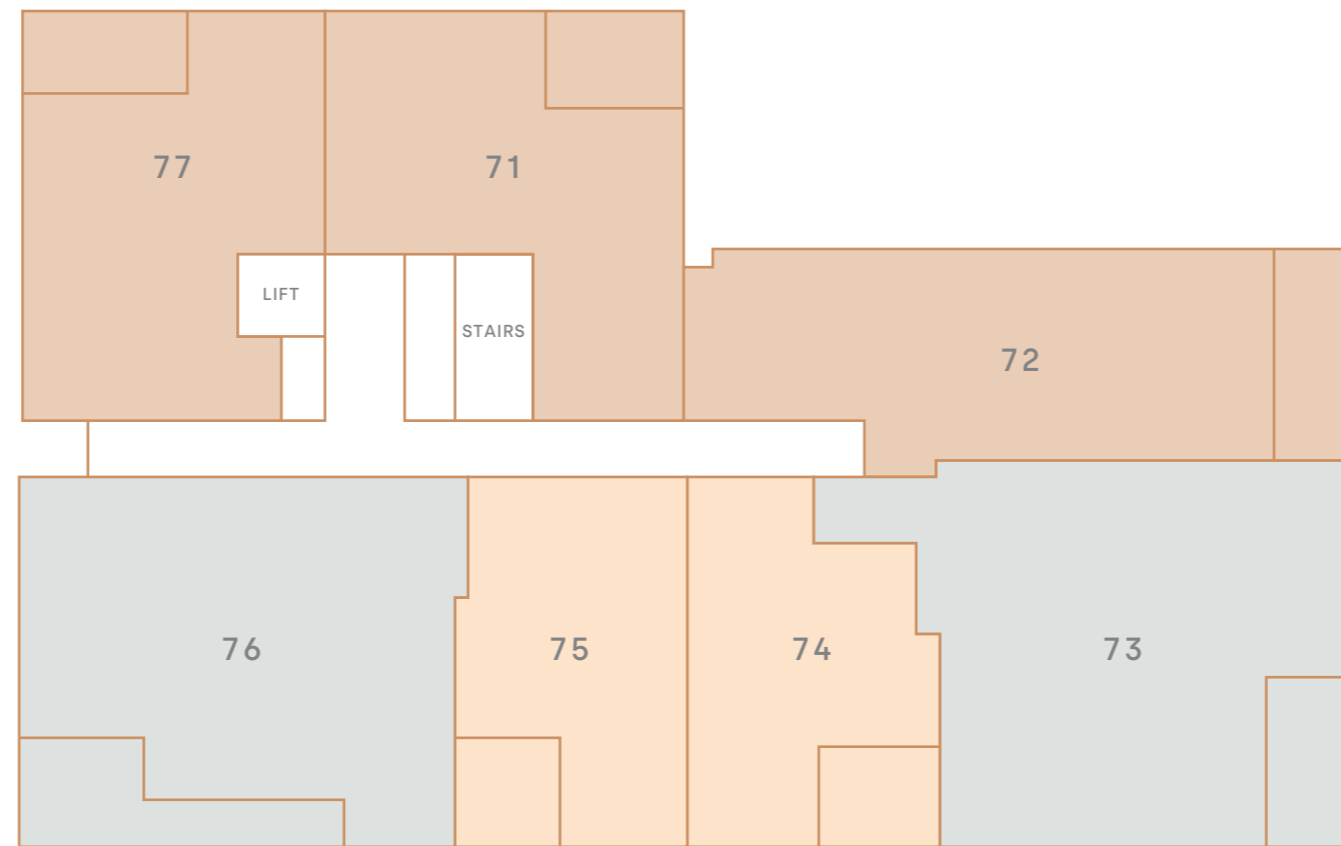
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KENNEDY

THIRD FLOOR



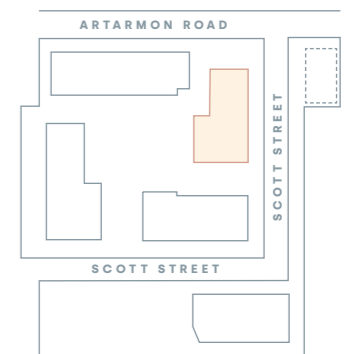
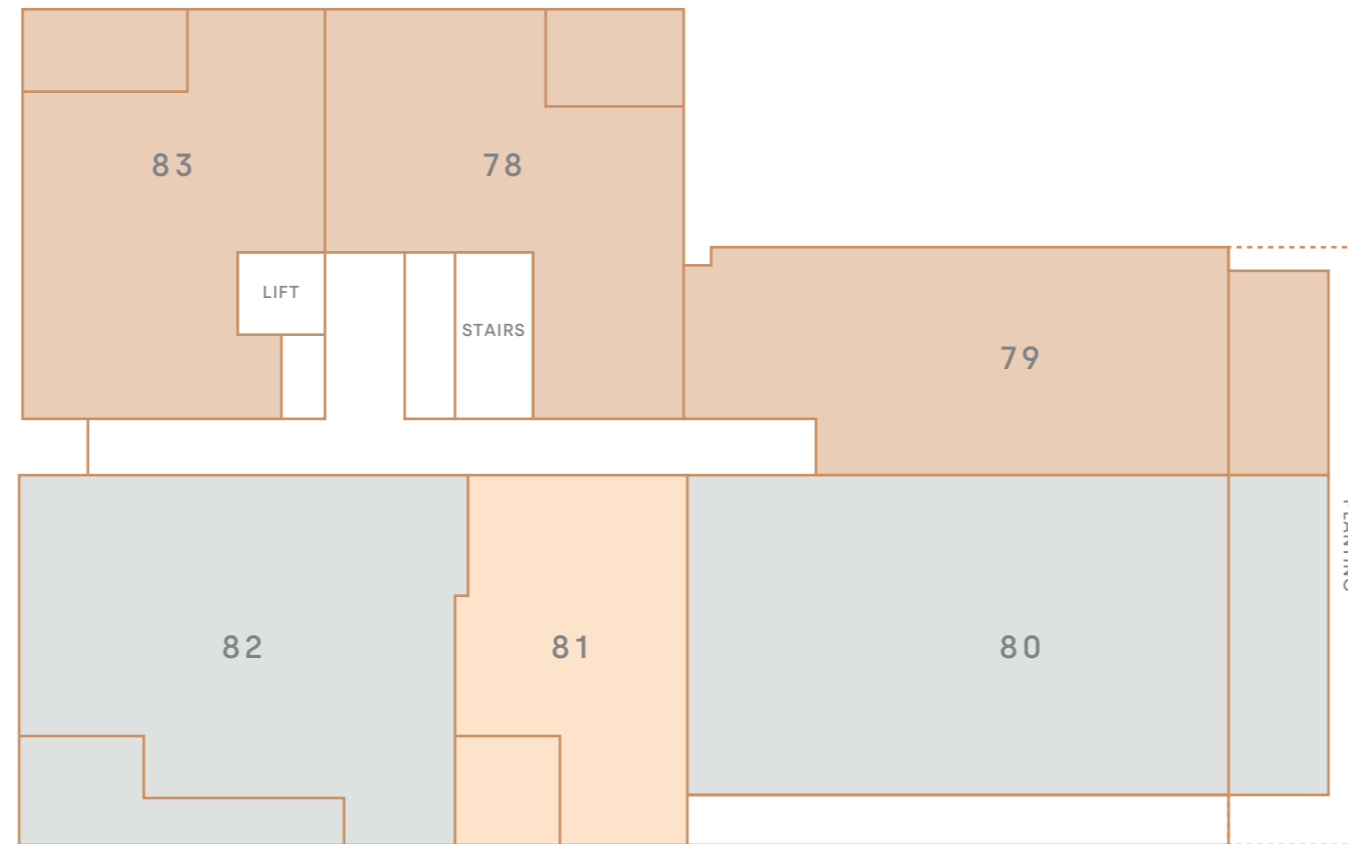
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KENNEDY

FOURTH FLOOR



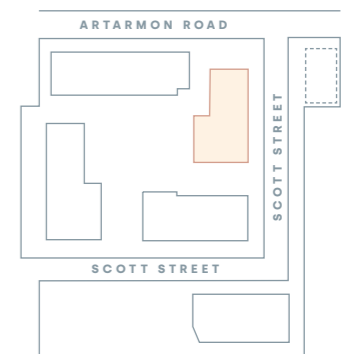
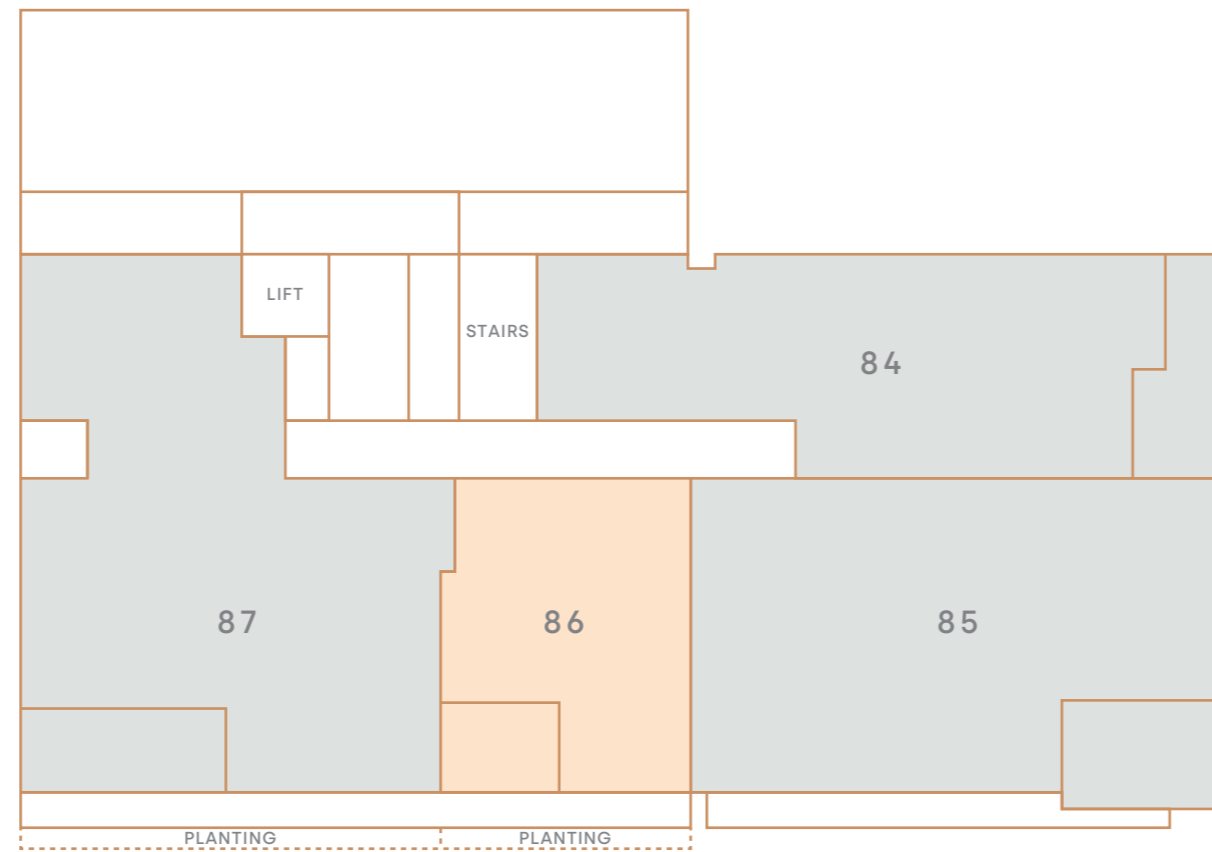
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KENNEDY

FIFTH FLOOR



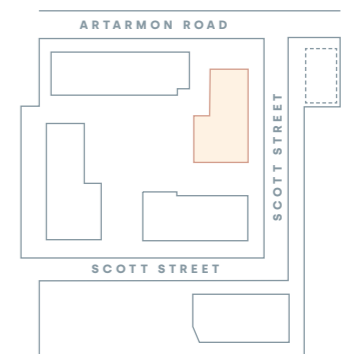
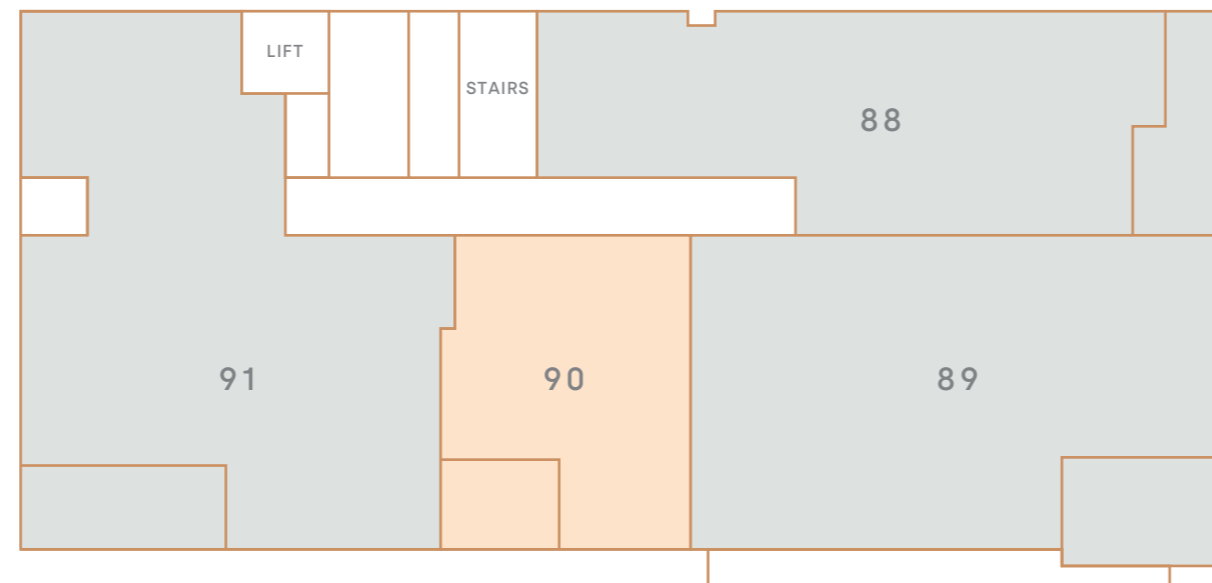
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KENNEDY

SIXTH FLOOR



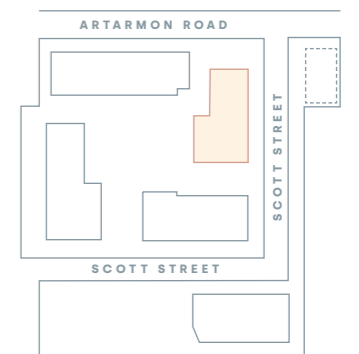
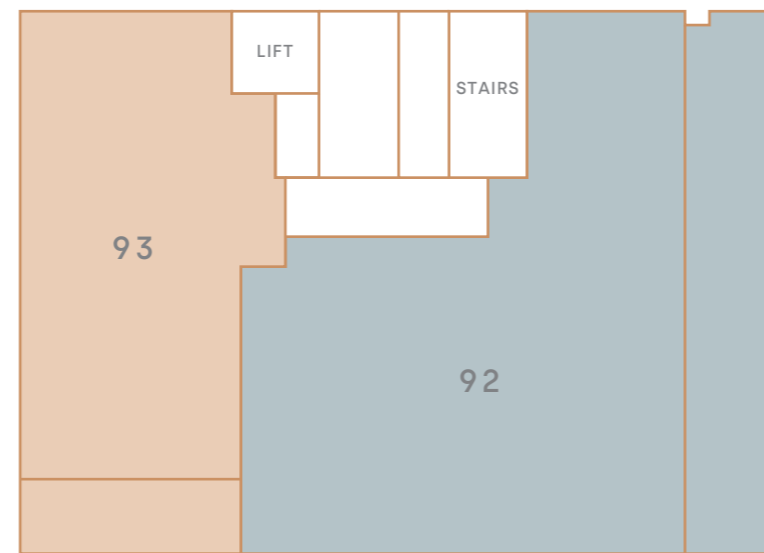
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KENNEDY

SEVENTH FLOOR



STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM 3 BEDROOM PREMIUM PENTHOUSE



ANNEXURE 18:
URBIS REPORT

MARKET OUTLOOK

WILLOUGHBY

Willoughby is an established residential suburb in the affluent Lower North Shore of Sydney boasting access to transport, amenity, and major employment centres such as the Chatswood (2km) and Sydney (6km) CBD's.

02

Location
& Lifestyle

02

Infrastructure
& Employment

03

Population
& Demographics

04

Residential Market

Prepared exclusively for

Mirvac

October 2021



LOCATION & LIFESTYLE

For the purpose of this market profile, the Willoughby Study Area refers to the suburbs of Willoughby, Artarmon, and Naremburn.

Transport connectivity continues to improve with the new Sydney Metro rail line connecting residents to key employment centres such as Macquarie Park, North Sydney, and the Sydney CBD. The region is also home to a network of leading schools such as Shore, St Pius X College, Willoughby Girls High School, Monte Sant' Angelo Mercy College, North Sydney Girls and North Sydney Boys High School.

POPULATION & DEMOGRAPHICS

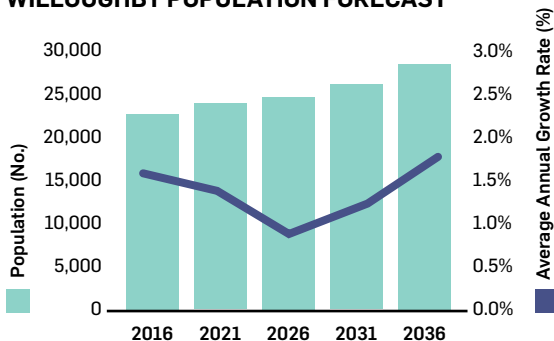
Willoughby is characterised by a high proportion of well-educated residents with managerial/professional occupations and high household incomes. Almost half of the adult Willoughby population have a bachelor's degree or higher compared to 28% for Greater Sydney. Given the highly skilled workforce, average per capita incomes for people aged 15-64 in Willoughby are 46% above that of Greater Sydney.

WHO LIVES IN WILLOUGHBY?	Willoughby	Greater Sydney
Average Household Size	2.6	2.8
Couple family (kids >15)	29%	24%
Renters	41%	36%
Managers and Professionals	61%	41%
Bachelor's Degree or Higher	49%	28%
Average Household Income	\$135,519	\$106,502
Per Capita Income (Persons aged 15-64)	\$73,346	\$50,309

Prepared by Urbis; Source ABS Census 2016

According to Transport for NSW population forecasts, the population is expected to grow by an average of 1.2% per annum over the next 15 years.

WILLOUGHBY POPULATION FORECAST



Prepared by Urbis; Source: ABS; Transport for NSW

Willoughby has recorded strong average annual household income growth of 3.5% per annum over the last decade, highlighting the increasing affluence of the population. In 2016, the average household income in Willoughby was 27% higher than that of Greater Sydney.

WILLOUGHBY AVERAGE HOUSEHOLD INCOME



Prepared by Urbis; Source: ABS

INFRASTRUCTURE & INVESTMENT

Significant infrastructure investment in health, education, retail, and office will support jobs growth going forward.

SYDNEY METRO – CITY & SOUTHWEST (2024) \$15.5b

Construction of Stage 2 of the metro line will improve connectivity to residents with direct access to Macquarie Park, Chatswood, Crows Nest Interchange, North Sydney, Barangaroo and Martin Place when it opens in 2024.

ROYAL NORTH SHORE HOSPITAL HERBERT STREET PRECINCT

Proposed development including apartments, health-related commercial uses, and new educational facilities.

CHATSWOOD CHASE REDEVELOPMENT (2025) \$228m

Expansion of the retail offering at Chatswood Chase shopping centre and the addition of co-working space.

NORTH SHORE HEALTH HUB (2022) \$112m

Construction of a 16,000 sq.m health hub adjacent to Royal North Shore Hospital including specialists, day surgery, physiotherapy, dentistry and research and education.

CHATSWOOD EDUCATION PRECINCT (2023) \$50m

New building and refurbishment works at Chatswood Public School and Chatswood High School.

The NSW State Budget has also announced plans for additional schools in Chatswood and St Leonards to cater for the growing population.

WILLOUGHBY LEISURE CENTRE REDEVELOPMENT (2023) \$38m

Redevelopment of the existing centre to include additional pools and a new health club.

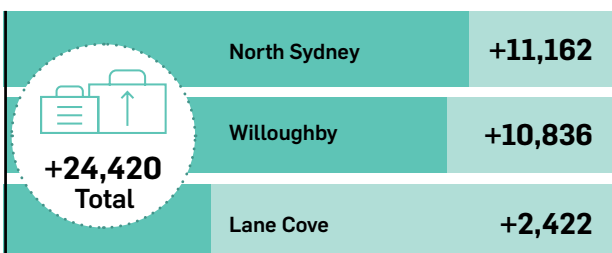


EMPLOYMENT

The new infrastructure investment in office space, health care, retail and education in the area will likely be a catalyst for employment. Over 24,400 jobs are expected to be created across the Lane Cove, North Sydney and Willoughby LGA's over the next decade according to Transport for NSW forecasts. Growth industries include professional services, education, and health with growth projected in the major centres of North Sydney, Chatswood and Artarmon.

In addition to local employment opportunities, the region is well connected to significant employment hubs via bus and rail lines including Macquarie Park, Chatswood CBD and the Sydney CBD.

JOBS GROWTH 2021-31



Prepared by Urbis; Source; Transport for NSW

1. NINE by Mirvac

HEALTH

- Royal North Shore Hospital Precinct
- Mater Hospital

EDUCATION

- Willoughby Public School
- St Thomas Catholic Primary School
- Willoughby Girls High School
- Artarmon Public School
- Cammeraygal High School
- North Sydney Girls High School
- North Sydney Boys High School
- Wenona School
- Marist Catholic College North Shore
- Shore School
- Monte Sant' Angelo Mercy College
- ACU North Sydney
- TAFE St Leonards
- St Pius X College

RETAIL, CBDS, & STATIONS

- Sydney CBD
- North Sydney CBD
- Crows Nest Town Centre
- Chatswood Interchange
- Chatswood Chase
- Westfield Chatswood
- Northbridge Plaza
- Artarmon Station
- St Leonards Station
- Willoughby high street retail strip

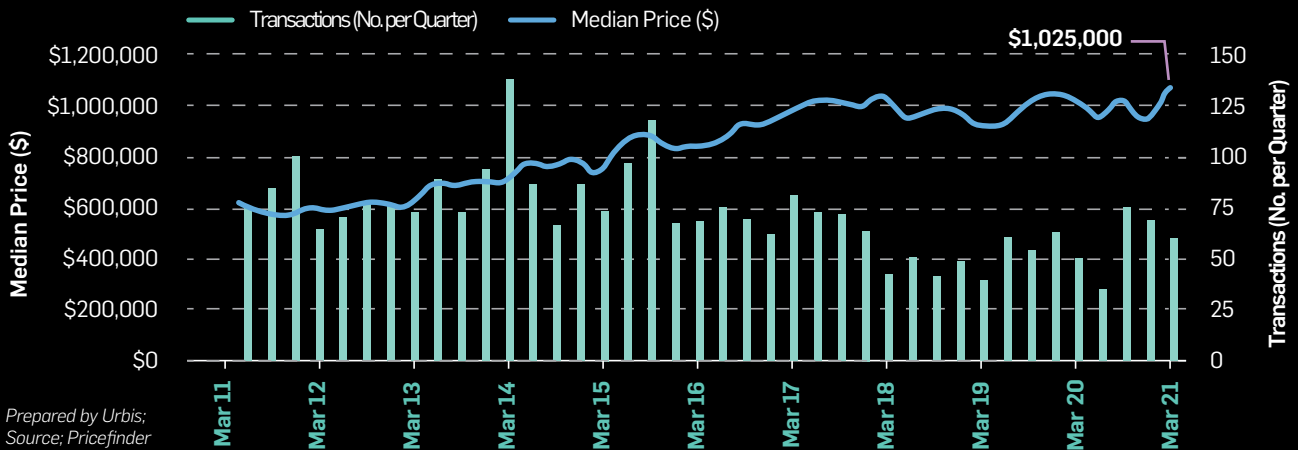
PARKS & RECREATION

- Willoughby Leisure Centre
- Northbridge Golf Club
- Cammeray Golf Club
- Hallstrom Park
- Flat Rock Gully Walking Track
- Naremburn Park
- Artarmon Reserve
- Gore Hill Park
- North Sydney Oval

RESIDENTIAL APARTMENT MARKET

Willoughby is an established residential market with apartments accounting for half of dwellings, compared to 28% across Greater Sydney. The existing apartment stock is dated, with less than 20% of apartments built in the last 20 years. The median apartment price within Willoughby was \$1,025,000 in Q1 2021. Prices recorded strong growth from 2013-2017, averaging 10.5% growth

per annum before falling slightly in 2018 and 2019 in line with the broader Sydney market. Prices have shown renewed strength in the March 2021 quarter as the Sydney housing market has picked up. Overall, price growth over the last decade in the area has averaged 4.9%, above the Sydney average of 3.8%.



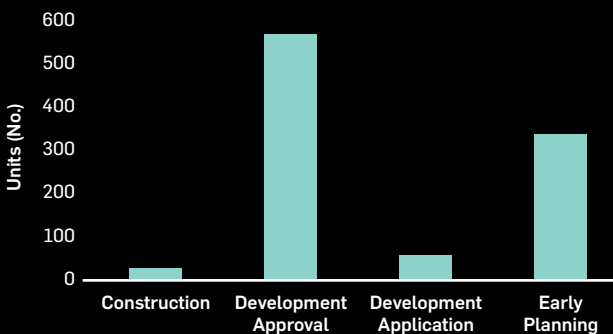
10 YEAR MEDIAN APARTMENT PRICE GROWTH

Apartments	
 Willoughby	4.9%
 Greater Sydney	3.8%

Prepared by Urbis; Source: Pricefinder

There are around 720 units in the development pipeline within the Willoughby Study Area. Approximately 60% of future supply is within NINE by Mirvac, indicating relatively low levels of local competition.

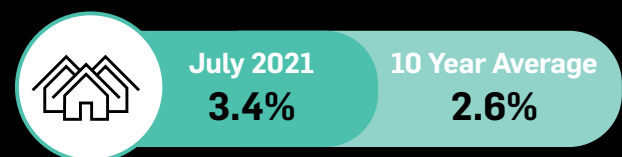
FUTURE SUPPLY PIPELINE



Willoughby has a growing rental market with around 41% of households renting as at 2016. The rental market is supported by young professionals with relatively high income.

Vacancies in the residential market have been low over the past decade, averaging 2.0% between 2011 to the end of 2018.

RESIDENTIAL VACANCY RATES FOR SURROUNDING POSTCODES



Prepared by Urbis; Source: SQM Research
Note: Postcodes include 2068, 2064 and 2065

GROSS APARTMENT RENTAL YIELDS

February 2021

	Yield
Artarmon	2.7%
Naremburn	2.9%
Willoughby	3.4%

Source: Pricefinder; Urbis

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**ANNEXURE 19:
RENTAL ESTIMATES**

10th January, 2022

Mirvac Projects Pty Ltd
Level 28, 200 George Street
Sydney NSW 2000

Good afternoon,

RENTAL APPRAISAL – Nine by Mirvac

We are pleased to present our rental appraisal for Mirvac's new development.

Nine by Mirvac

The Development

Nine by Mirvac is located at 6-30 Artarmon Rd & 15 Richmond Ave, Willoughby on a 3.2ha site offering 3 distinct and defining architectural typologies.

The development will offer a mixture of studio, one, two, and three bedroom apartments within a collection of buildings that are unified by the landscape and extensive open space.

The design has been developed to create stimulating, diverse and interesting collection of spaces, while the coherent landscape planting and use of materials will create a crucial design element that binds the site together.

Location

Located in the leafy Lower North Shore, approximately 6km from the Sydney CBD and 3.2km from North Sydney.

Amenities to enjoy

- Willoughby Leisure Centre offering pool and sporting facilities
- Bi-Centennial Reserve, Local ovals, walking tracks and play-ground.
- Enjoy a walk within Flat Rock Reserve

- Local cafes and restaurants incl The Incinerator Cafe
- Northbridge Plaza for your shopping needs.

Living in Willoughby offers easy access to;

- Artarmon Station 1.7km
- St Leonards Station 2.6km
- Chatswood 3.9 km
- The Spit 8.5km
- Selection of schools.
- Medical Precinct – 2.5km
- M1 and M2 road network

Real Estate Services by Mirvac

Working within the unique Mirvac integrated business model, Real Estate Services by Mirvac offers a total property management solution exclusive to Mirvac clients.

Our experienced team of leasing agents and property managers are the best in their respective fields with a clear advantage – intimate knowledge of Mirvac properties, managing throughout Sydney with offices located in St Leonards, Green Square and Glebe.

Rental Estimates

Our leasing team has prepared the following rental guide for Willoughby By Mirvac. Individual rental opinions are available upon request.


Studio	\$480 – \$500 pw
1 Bed 1 Bath	\$520 – \$550 pw
1 Bed 1 Bath 1 Car	\$560 – \$600 pw
2 Bed 2 Bath 1 Car	\$800 – \$840 pw
2 Bed 2 Bath 2 Car	\$850 – \$890 pw
3 Bed 2 Bath 1 Car	\$1,000 – \$1,100 pw
3 Bed 2 Bath 2 Car	\$1,100 – \$1,200 pw
3 Bed 2 Bath 2 Car (Premium)	\$1,350 - \$1,500 pw

Estimated rental returns are for period 1st January 2022 – 31st March 2022.

Real Estate Services by Mirvac is not a provider of financial or investment advice and this information should not be relied on as such. Although all care has been taken in arriving at these figures, we stress this is an opinion of reasonable asking price and not to be taken as a sworn valuation.

If we can provide the Mirvac team or any interested parties with additional information, please contact Matthew.

Thank You,



Matthew Matthews
Managing Director
Real Estate Services by Mirvac
T + 61 2 8588 8888 | M 0418 266 590
matthew.matthews@resbymirvac.com



Carmen Whiteley
Leasing Executive
Real Estate Services by Mirvac
T + 61 2 8588 8888 | M 0497 555 519
carmen.whiteley@resbymirvac.com

21st July 2021

RENTAL APPRAISAL


6-30 Artarmon Road Willoughby

Based on comparable properties that have leased in the area as well as those that are currently on market for lease, we feel that in the current market & based on the information supplied, the apartments listed should achieve a rental return in the vicinity of the below list:

Studio (no car)	\$380-\$420
1 Bedroom (no car)	\$425-\$475
1 Bedroom + (1 car)	\$500-\$550
2 Bedroom (1 car)	\$600-\$650
2 Bedroom + (1 car)	\$650-\$725
2 Bedroom ++ (1 car)	\$675-\$775
3 Bedroom (1 car)	\$850-\$925
3 Bedroom + (2 car)	\$900-\$975
3 Bedroom ++ (2 car)	\$925-\$1000
3 Bedroom Premium (2 car)	\$1000-\$1150

Should you require any further information please don't hesitate to contact me on 0414 812 325 or at bfraser@dijones.com.au

Yours sincerely,



Bradley Fraser

*This opinion has been prepared solely for the information of Di Jones and its' clients to be used at their discretion. Whilst necessary care and due diligence has been taken in arriving at the figure noted above, we stress that this is an opinion of a rental appraisal and not to be taken a sworn valuation and this appraisal has been made site unseen based of information supplied by Mirvac.

REFERENCE TABLE 1

RESIDENTIAL APARTMENT MIX

Apartment Type	Count	Mix (%)	Avg. Size (sqm)
Studio (no car)	2	0.4%	47.8
1 Bed (no car)	42	9.4%	52.8
1 Bed + (1 car)	41	9.2%	59.1
2 Bed (1 car)	73	16.4%	78.0
2 Bed + (1 car)	125	28.1%	84.3
2 Bed ++ (1 car)	28	6.3%	94.0
3 Bed (1 car)	28	6.3%	109.4
3 Bed + (2 car)	68	15.3%	118.7
3 Bed ++ (2 car)	26	5.8%	129.2
3 Bed Premium (2 car)	12	2.7%	140.5
Total	445	100%	89.1

Rental Opinion – Richardson & Wrench – Willoughby

Rental opinion provided by Director/Partner – Claude Di Ciano LREA Class 1 – M. 0417 440 930

Limitations

- Rental opinion based on 2 recent developments that we were heavily involved in – (i) The Bowery, 562-564 Willoughby Road Willoughby and (ii) Castlenorth building – 147-151 Sailors Bay Road Northbridge. Neither of these projects had community facilities nor were they of the size and scale of Mirvac - Willoughby
- Willoughby has not had a Master-planned residential development of this scale with the community based facilities proposed for many years. The project is without peer in the immediate area.

TABLE A – Rental Opinion based on Current rental market.

Studio - No parking	Size – 47.8sqm (average size)	Rental range \$495 - \$525 per week
1 bedroom - No parking	Size – 52.8sqm (average size)	Rental range \$565 - \$595 per week
1 bedroom+ and 1 car	Size – 59.1sqm (average size)	Rental range \$650 - \$695 per week
2 bedroom, 1 car	Size – 78sqm (average size)	Rental range \$825 - \$895 per week
2 bedroom+ and 1car	Size – 84.3sqm (average size)	Rental range \$925 - \$975 per week
2 bedroom++ and 1 car	Size – 94sqm (average size)	Rental range \$995 - \$1,050 per week
3 bedroom, 1 car	Size – 109.4sqm (average size)	Rental range \$1,150 - \$1,250 per week
3 bedroom+ and 2 car	Size – 118.7sqm (average size)	Rental range \$1,300 - \$1,450 per week
3 bedroom++ and 2 car	Size – 129.2sqm (average size)	Rental range \$1,500 - \$1,700 per week
3 bedroom Premium and 2 car	Size – 104.5sqm (average size)	Rental range \$1,850 - \$2,100 per week

Further Limitations –

- Future of Rental Market given that Mirvac Willoughby is approximately 48 months from completion
- Orientation of each individual apartment will have some impact on rent achieved
- Size of storage per apartment is not stated in Mirvac – Willoughby brief.

We are prepared to provide more detail on each apartment should it be required.

Kind regards

CLAUDE DI CIANO

Director/Partner
Richardson & Wrench – Willoughby
D. 8319 2970

ANNEXURE 20:
BASIX WASHING MACHINE SELECTION

BASIX Washing Machines (Stage 1 & 2)

STAGE	Bldg No	BUILDING NAME	STRATUM LOT NUMBER	APT LOT NUMBER	APT NO.	BEDS	BATHS	PRIMARY ASPECT	INTERNAL (m2)	EXTERNAL (m2)	TOTAL STRATA (m2)
2	A	COACHWOOD	4	6	A402	2	2	N	75	10	85
2	A	COACHWOOD	4	8	A405	2	2	SE	75	10	85
2	A	COACHWOOD	4	12	A409	3	2	N	112	15	126
2	A	COACHWOOD	4	26	A602	1	1	SE	58	11	68
2	A	COACHWOOD	4	29	A608	1	1	SW	57	16	72
2	C	ACACIA	4	33	C208	1	1	E	54	21	75
2	C	ACACIA	4	42	C309	3	2	SW	106	35	141
2	C	ACACIA	4	45	C402	1	1	W	65	8	73
2	C	ACACIA	4	49	C407	1	1	E	54	8	62
2	D	SHARPESTONE	5	7	D201	1	1	W	51	28	79
2	D	SHARPESTONE	5	10	D205	2	2	E	75	12	87
2	D	SHARPESTONE	5	15	D210	3	2	SW	122	36	158
2	D	SHARPESTONE	5	16	D301	1	1	W	51	8	59
2	D	SHARPESTONE	5	36	D501	1	1	W	51	8	59
1	F	OVERTURE	1	2	F102	1	1	E	54	20	74
1	F	OVERTURE	1	3	F103	3	2	SE	114	64	178
1	F	OVERTURE	1	8	F109	2	2	N	79	34	113
1	F	OVERTURE	1	19	F302	1	1	E	54	8	62
1	F	OVERTURE	1	34	F409	2	2	N	87	10	97
1	F	OVERTURE	1	41	F507	2	2	N	78	10	88
1	F	OVERTURE	1	47	F607	2	2	N	78	10	88
1	G	MONTAGE	1	60	G101	2	2	NW	74	32	106
1	G	MONTAGE	1	61	G102	1	1	E	56	20	76
1	G	MONTAGE	1	62	G103	0	1	E	43	15	58
1	G	MONTAGE	1	64	G201	2	2	NW	75	10	85
1	G	MONTAGE	1	69	G207	3	2	SE	106	16	122
1	G	MONTAGE	1	75	G306	1	1	E	56	8	64
1	G	MONTAGE	1	84	G501	3	2	N	96	23	119
1	G	MONTAGE	1	86	G503	1	1	E	50	8	58
1	G	MONTAGE	1	90	G603	1	1	E	50	8	58
2	H	MARION	5	69	H101	1	1	S	56	16	72
2	H	MARION	5	77	H205	3	2	NE	111	15	126
2	H	MARION	5	81	H209	2	2	SW	77	12	89
2	H	MARION	5	89	H307	1	1	S	51	10	61
2	H	MARION	5	108	H506	1	1	S	51	10	61
2	K	LUMA	5	130	K203	1	1	N	51	9	60
2	K	LUMA	5	139	K303	1	1	N	51	9	60