

Planning Agreement

Environmental Planning and Assessment Act 1979

'Rhodes West' - 34 Walker Street and 23 and 25-29 Marquet Street, Rhodes NSW 2138

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)

Bay Tower Pty Limited (ACN 099 267 464)

Thirty Four Walker Development Pty Ltd (ACN 613 670 107)

Thirty Four Walker Street Pty Ltd (ACN 165 847 076)

Twelve Walker Street Pty Ltd (ACN 166 282 542)

Twenty One Marquet Street Pty Ltd (ACN 165 919 693)

Twenty Three Marquet Street Pty Ltd (ACN 601 336 887)



Electronic signature
of me,
John Kinsella,
affixed by me on
02.11.2022



Electronic signature of me,
William Kinsella,
affixed by me on
02.11.2022



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This deed is dated 7 June 2023

Parties:

MINISTER –

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)
c/- NSW Department of Planning and Environment
of Level 11, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150

DEVELOPER –

Rhodes Walker Street Site Developer

Thirty Four Walker Street Pty Ltd (ACN 165 847 076) of Suite 101, Level 2, 25 Angas Street, Meadowbank NSW 2114

Rhodes Marquet Street Site Developer

Twenty Three Marquet Street Pty Ltd (ACN 601 336 887) of Suite 101, Level 2, 25 Angas Street, Meadowbank NSW 2114

Rhodes Walker Street Site Landowner

Thirty Four Walker Street Pty Ltd (ACN 165 847 076) of Suite 101, Level 2, 25 Angas Street, Meadowbank NSW 2114

Rhodes Marquet Street Site Landowners

Twelve Walker Street Pty Ltd (ACN 166 282 542) of Suite 101, Level 2, 25 Angas Street, Meadowbank NSW 2114

Twenty One Marquet Street Pty Ltd (ACN 165 919 693) of Suite 101, Level 2, 25 Angas Street, Meadowbank NSW 2114

Twenty Three Marquet Street Pty Ltd (ACN 601 336 887) of Suite 101, Level 2, 25 Angas Street, Meadowbank NSW 2114

Bay Tower Pty Limited (ACN 099 267 464) of Suite 101, Level 2, 25 Angas Street, Meadowbank NSW 2114

Introduction:

- A** The Rhodes Walker Street Site Landowner owns the Rhodes Walker Street Site.
- B** The Rhodes Marquet Street Site Landowners own the Rhodes Marquet Street Site.
- C** The Developer proposes to carry out the Development on the Land.
- D** The Rhodes Walker Street Site Developer has made, or proposes to make, a Development Application to the Consent Authority for the Rhodes Walker Street Development at the Rhodes Walker Street Site.

Electronic signature
of me,
John Kinsella,
affixed by me on
02.11.2022



Electronic signature of me,
William Kinsella,
affixed by me on
02.11.2022



- E** The Rhodes Marquet Street Site Landowners propose to make a Development Application to the Consent Authority for the Rhodes Marquet Street Development at the Rhodes Marquet Street Site.
- F** Clause 6.9 of the LEP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State infrastructure referred to in that clause.
- G** The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the LEP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this **deed**, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Affordable Housing has the same meaning given to that expression in the Act.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
 - (b) on terms acceptable to the Minister, in the Minister's absolute discretion,
- to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2022.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Consent Authority has the same meaning as in the Act.

Contribution Amount means the amount of monetary contribution to be paid by the Developer, in fulfilment of the obligation to provide the Development Contribution under clause 4.1, as calculated under clause 2 of Schedule 4.

CPI means the Consumer Price Index (All Groups Index) for Sydney published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

Current CPI means the CPI number as provided in clause 2 of Schedule 4.

Dealing means in relation to the Land, to sell, transfer, assign, mortgage, charge, dispose, encumber or otherwise deal with the Land in whole or part.

Developer means:

- (a) the Rhodes Walker Street Site Developer;
- (b) the Rhodes Marquet Street Site Developer;
- (c) the Rhodes Walker Street Site Landowner; and
- (d) the Rhodes Marquet Street Site Landowners;

unless otherwise specified in this deed.

Development means the Rhodes Marquet Street Development and the Rhodes Walker Street Development.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the monetary contribution towards designated State public infrastructure, to the value of the Total Development Contribution Value, required to be paid by the Developer under this deed in respect of the Development.

ELNO has the same meaning as in the *Electronic Conveyancing National Law (NSW)*.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the *Environmental Planning and Assessment Regulation 2021*.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurance Bond means an irrevocable and unconditional undertaking:

- (a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Insurance Company means an insurance company authorised under the *Insurance Act 1973* and subject to prudential supervision by Australian Prudential Regulatory Authority.

Land means the Rhodes Walker Street Site and the Rhodes Marquet Street Site, as defined in this clause 1.1 and as further described in Schedule 3.

Landowner means the Rhodes Walker Street Site Landowner and the Rhodes Marquet Street Site Landowners.

LEP means the *Canada Bay Local Environmental Plan 2013*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister administering the *Environmental Planning and Assessment Act 1979* and includes the Secretary and the Secretary's nominee.

Occupation Certificate has the same meaning as in the Act.

Original Walker Street Development Consent means Development Consent DA2017/0544 granted by the City of Canada Bay Council in respect of the Rhodes Walker Street Site for 'Demolition of existing structures, vegetation removal and construction of a shop-top housing development comprising 400 apartments, commercial space, community centre, recreation facility (indoor), centre-based child care facility, medical centre, basement parking for 583 cars and stratum subdivision into three lots' as modified under s 4.55 of the Act.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Residential Accommodation has the same meaning as in the Standard Instrument as at the date of this deed.

Residential Unit means an individual apartment dwelling approved under relevant Development Consents for the Development, but not any apartments that are to be dedicated as Affordable Housing.

Rhodes Marquet Street Developer means Twenty Three Marquet Street Pty Ltd – (ACN 601 336 887).

Rhodes Marquet Street Development means development in accordance with any Development Consent granted in respect of a Development Application which the Rhodes Marquet Street Site Developer proposes to make at the time of entry into this deed, or has made at any time before or after entry into this deed, in relation to the Rhodes Marquet Street Site for development that proposes a total residential gross floor area of up to 18,758m², in the tower known as 'Tower C', subject to variations permitted under clause 4.6 of the LEP.

Rhodes Marquet Street Site means land at 23 and 25-29 Marquet Street, Rhodes NSW 2138, comprising Lot 102 DP 624798 and Lot 40 DP 1275410 as listed in Schedule 3.

Rhodes Marquet Street Site Landowners means:

- (a) in relation to Lot 102 DP 624798, the registered owner of that lot, which at the time of entry into this deed is Twenty Three Marquet Street Pty Ltd; and
- (b) in relation to Lot 40 DP 1275410, the registered owners of that lot, which at the time of entry into this deed are as follows:
 - (i) Twelve Walker Street Pty Limited of the part formerly in 1-2/15734;
 - (ii) Twenty Three Marquet Street Pty Ltd of the part formerly in 1345/558798;
 - (iii) Twenty One Marquet Street Pty Ltd of the part formerly in 1/614521; and
 - (iv) Bay Tower Pty Limited of the part formerly in 21/624240.

Rhodes Walker Street Site Developer means Thirty Four Walker Street Pty Ltd (ACN 165 847 076).

Rhodes Walker Street Development means development the subject of a Development Consent granted in respect of DA2022/0162, which proposes approximately 273 additional Residential

Units in addition to those approved under the Original Rhodes Walker Street Development Consent in the towers known as 'Tower D' and 'Tower E', as may be modified from time to time.

Rhodes Walker Street Site means the land referred to as 34 Walker Street, Rhodes NSW 2138 comprising Lot 101 DP 624798 as listed in Schedule 3.

Rhodes Walker Street Site Landowner means the registered owner of the Rhodes Walker Street Site which at the time of entry into this deed is Thirty Four Walker Street Pty Ltd.

Secretary means the Secretary of the Department of Planning and Environment (including that Department if renamed) or, if that Department is abolished or ceases to include the group of staff principally responsible for the administration of the Act, the head of any other Department or other Public Service agency that includes that group of staff.

Security means a Bank Guarantee or an Insurance Bond.

Standard Instrument means the standard instrument set out at the end of the *Standard Instrument (Local Environmental Plans) Order 2006*.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

Total Development Contribution Value means the value of the Development Contribution calculated in accordance with Schedule 4.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;

- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act is excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

- (a) The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4.
- (b) Notwithstanding clause 4.1(a), the parties agree that no Contribution Amount will be payable in relation to any of the 400 dwellings approved under the Original Walker Street Development Consent.

4.2 Acknowledgement

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister in accordance with the timing for payment set out in clause 3 of Schedule 4, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6. Enforcement

6.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

7. Registration

7.1 Registration of deed

- (a) In accordance with the definition of 'Developer', this clause imposes obligations on each of the Rhodes Walker Street Site Developer, the Rhodes Marquet Street Site Developer, the Rhodes Walker Street Site Landowner, and the Rhodes Marquet Street Site Landowners, in relation to the Land, as relevant to each Developer.
- (b) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land,
 to the registration of this deed on the title to the Land and to the terms of this deed;
 - (ii) the execution of any documents; and
 - (iii) the electronic lodgement of this deed in a registrable form through an ELNO for registration by the Registrar-General in the relevant folio of the Register for the Land.

- (c) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

7.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(b)(iii) within 10 Business Days of such lodgement.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

- (a) The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land in respect of which the Developer has satisfied all of its obligations under this deed.
- (b) The Minister must use reasonable endeavours to respond promptly to – and no later than 30 Business Days following – a request by the Developer to execute any document necessary to secure the release and discharge of this deed from any part of the Land.
- (c) For the purposes of clause 7.3(a), the Developer is only taken to have satisfied all of its obligations under this deed in relation to the Land or any part of it if the Developer has made the Development Contribution relating to those Residential Units in accordance with the provisions of Schedule 4.

7.4 Interest in Land

The Rhodes Walker Street Site Landowner and the Rhodes Marquet Street Site Landowners respectively represent and warrant that they are:

- (a) the owners of the Rhodes Walker Street Site and the Rhodes Marquet Street Site respectively; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(b)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

7.5 Right to lodge caveat

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land in accordance with clause 7.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary:
 - (i) to ensure that the caveat does not prevent or delay the registration of this deed;
 - (ii) to respond promptly to any request by the Developer to provide caveator's consent to the lodgement of any Dealing in respect of the Land that does not amount to the transfer of the Land to another person (such as the creation of a mortgage, charge or encumbrance), and to act reasonably in considering such a request; and

- (iii) to remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, the Developer has not lodged this deed for registration in accordance with clause 7.1, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be assigned or novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party is not required to comply with clause 10.1(a) if the Incoming Party is an entity listed in the definition of Developer in clause 1.
- (c) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 7.6 of the Act; or
 - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Notwithstanding clause 10.2(a), the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Assigning Party is not required to comply with clause 10.2(a) if the Transferee is an entity listed in the definition of Developer in clause 1.

- (d) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

10.4 Release of Landowner

- (a) For the purposes of this clause 10.4 the term '**Exiting Landowners**' refers to the entities listed in the definitions of 'Rhodes Marquet Street Site Landowners' and 'Rhodes Walker Street Site Landowner' in clause 1.
- (b) The Minister acknowledges and agrees that if an Exiting Landowner transfers its interest in the Land to a Landowner (**Receiving Landowner**), on and from the date of the transfer by the Exiting Landowner and subject to the Receiving Landowner providing, to the Minister's satisfaction, evidence that it has entirely assumed ownership of that part of the Land formerly owned by the Exiting Landowner and that there is no material breach of obligations under this deed:
 - (i) the Exiting Landowner will be released and discharged from the obligations arising under this deed; and
 - (ii) the Minister will not seek to enforce the terms of this deed against the Exiting Landowner in the event of a breach by the Developer of any obligation arising under this deed.

11. Capacity

11.1 General warranties

Each party warrants to each other party that:


- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

11.3 Developer's warranty

- (a) The Developer warrants that at the date of its execution of this deed:
 - (i) each entity comprising the Developer is solvent (as defined in section 95A(1) of the *Corporations Act 2001* (Cth)), and will not become insolvent (as defined in section 95A(1) of the *Corporations Act 2001* (Cth)) by entering into and complying with its



obligations under this deed or the deed poll created under clause ~~Schedule 52~~ of
Schedule 5 to this deed; and

Electronic
signature of
me,
William
Kinsella,
affixed by me
on
02.11.2022

- (ii) no application or order has been made, no proceedings have been commenced, no resolutions have been passed or proposed in a notice of meeting and no other steps have been taken for:
 - (A) the winding up, dissolution or administration of any entity comprising the Developer; or
 - (B) any entity comprising the Developer entering into an arrangement, compromise or composition with or assignment of the benefit of its creditors or a class of them.

- (b) If requested by the Minister, the Developer must provide the Minister with solvency declarations from the directors of any entity comprising the Developer which are substantially in the form of clause 11.3(a), in accordance with the Minister's request.

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Occupation Certificates issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must pay its own and the Minister's reasonable costs and disbursements in connection with the release and discharge of this deed with respect to any part of the Land pursuant to clause 7.3.
- (e) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a), (b) and (d):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iii) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

13.17 Electronic Execution

- (a) Each party consents to this deed and any variations of this deed being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this deed or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this deed and any variation of it:
 - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the deed;
 - (ii) insertion of the person's name on to the deed; or
 - (iii) use of a stylus or touch finger or a touch screen to sign the deed,
provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE]*' are also included on the deed;
 - (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the deed; or
 - (v) as otherwise agreed in writing (including via email) between the parties.

- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this deed and that electronic signing of this deed by or on behalf of a party indicates that party's intention to be bound.
- (e) A signed copy of this deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this deed for all purposes.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(1)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) No (b) Yes (c) Yes
Description of land to which this deed applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 7.4 (3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 7.4 (3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4 (3)(c))	See Schedule 4
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4 (3)(e))	No.
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 8
Enforcement of this deed – (section 7.4(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 13.13

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (section 21 of <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (section 48 of <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	Yes (see clause 3 of Schedule 4)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (section 6.15(1)(d) of the Act)	No.

Schedule 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning and Environment
4 Parramatta Square, 12 Darcy Street
PARRAMATTA NSW 2150

Email: planningagreements@planning.nsw.gov.au

Developer

Contact: The Company Director(s) and Secretary for each entity which is a Developer

Address: Suite 101, 25 Angas Street, Meadowbank NSW 2114

Email: legal@billbergia.com.au

Schedule 3**Land (clause 1.1)****1. Lots proposed for development**

Lot	Deposited Plan	Folio Identifier
101	624798	101/624798
102	624798	102/624798
40	1275410	40/1275410

See Annexure A.

Schedule 4

Development Contribution (clause 4)

1. Development Contribution

- (a) The Developer undertakes to provide the Development Contribution, in accordance with this Schedule 4, by paying Contribution Amounts to the value of the Total Development Contribution Value set out in the table below.

Total Development Contribution Value	Timing for payment
\$10,000, as adjusted under clause 2(b) of this Schedule 4, for each Residential Unit in the Development. Note – Under clause 4.1(b), no Contribution Amount is required for dwellings approved under the Original Walker Street Development Consent.	Pursuant to clause 3 of this Schedule 4

2. Calculation of the value of Contribution Amounts

- (a) Each Contribution Amount will be an amount equal to “X” in the following formula:

$$X = N \times \$10,000$$

Where:

“N” is the number of Residential Units in the Development in respect of which an Occupation Certificate is sought.

- (b) Each Contribution Amount is to be adjusted, at time of payment, by multiplying the Contribution Amount payable by an amount equal to the Current CPI divided by the Base CPI.
- (c) For the purposes of this clause 2, the Current CPI is:
- (i) if the Contribution Amount is paid between 1 January and 30 June (inclusive) in any calendar year – the CPI number for the quarter ending on 31 March in the preceding calendar year; and
 - (ii) if the Contribution Amount is paid between 1 July and 31 December (inclusive) in any calendar year – the CPI number for the quarter ending on 31 March in that calendar year.

3. Timing and method of payment of Contribution Amounts

- (a) The Developer must pay to the Minister (or the Minister’s nominee) the Contribution Amount in respect of a Residential Unit, calculated in accordance with clause 2 of this Schedule 4, at any time prior to the issue of the Occupation Certificate for that Residential Unit.
- (b) The Developer must provide the Minister with not less than 10 Business Days’ written notice of its intention to lodge an application for an Occupation Certificate in respect of a Residential Unit, unless the Contribution Amount has already been paid in respect of that Residential Unit.

- (c) Written notice under clause 3(b) of this Schedule 4 can be provided in respect of multiple applications for Occupation Certificates relating to Residential Units in respect of which Contribution Amounts are to be paid.
- (d) The parties agree that the requirement to make a payment of Contribution Amounts for Residential Units under this deed in accordance with this Schedule 4 in fulfilment of the Development Contribution obligation under clause 4.1:
 - (i) is a restriction on the issue of an Occupation Certificate within the meaning of section 48 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*; and
 - (ii) a requirement that must be complied with before an Occupation Certificate for a building (as that term is defined in the Act) may be issued.

Schedule 5

Security terms (clause 6)

1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
 - (i) name the “Minister administering the *Environmental Planning and Assessment Act 1979*” and the “Department of Planning and Environment ABN 20 770 707 468” as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Security

- (a) The Developer agrees that clause 1, and this clause 2 of this Schedule 5 operate as a deed poll in favour of the Minister from the date of execution by the Developer of this deed.
- (b) To avoid doubt, clause 1, and this clause 2 of this Schedule 5 commence from the date of execution by the Developer, even though this deed has not commenced pursuant to clause 2.1.
- (c) At the time the Developer executes this deed, the Developer must provide the Security to the Minister having a face value amount of \$4,510,000 (**Security Amount**) in order to secure the Developer’s obligations to make the Development Contribution under this deed in accordance with the terms of this deed and following its execution by the Minister.
- (d) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security and call upon it in the circumstances set out in clause 3 of this Schedule 5.
- (e) To the extent necessary, the definitions in clause 1 of this deed apply to the construction of the deed poll created by this clause 2 of this Schedule 5.
- (f) The deed poll created by this clause 2 of this Schedule 5 will cease to operate 6 months from the execution by the Developer of this deed unless the Minister has executed the deed within that period.

3. Claims under Security

- (a) The Minister may:
 - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days’ written notice of his or her intention to call upon the Security.
- (c) If:

- (i) the Minister calls upon the Security; and
- (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
- (iii) has notified the Developer of the call upon the Security in accordance with clause 3(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule 5, the Minister is in possession of Security for a face value equivalent to the Security Amount.

4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Security; and
- (b) the whole of the monies secured by the Security has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Security (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Security (as the case may be), to the Developer.

5. Substitution of Security and registration on title

- (a) If the Developer provides the Minister with:
 - (i) evidence of registration of this deed on the title to the Land and the Minister is satisfied such registration has been effected; and
 - (ii) Security for a face value of \$20,000 (**Replacement Security**),

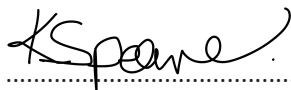
the Minister will accept the Replacement Security as the Security Amount and return the Security required under clause 2 of this Schedule 5 (**Original Security**) less any costs, charges, duties and taxes payable, or the remainder of the monies secured by the Original Security, to the Developer subject to clause 5(b) of this Schedule 5.

- (b) The Minister will not be obliged to accept the Replacement Security where the Developer is in breach of its obligations under this deed.
- (c) To avoid doubt, the provisions of this Schedule 5 (other than clause 2) apply to the Replacement Security in the same way as they apply to the Original Security.

Execution page

Executed as a deed

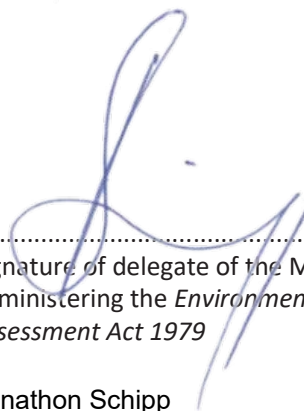
Signed, sealed and delivered by the **Minister administering the *Environmental Planning and Assessment Act 1979*** (ABN 20 770 707 468) in the presence of:



Signature of witness

Kate Speare

Name of witness in full



Signature of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

Jonathon Schipp
Executive Director, Infrastructure Policy

Name of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

4 Parramatta Square, 12 Darcy Street Parramatta

Address of witness

*By signing this deed, the witness states that they witnessed the signing of this deed by [NAME] over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Signed sealed and delivered by Thirty Four Walker Street Pty Ltd (ACN 165 847 076) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Electronic signature of me,
John Kinsella,
affixed by me
on
02.11.2022



Signature of Director

John Kinsella

Name of Director in full



Signature of Director/Secretary

William Kinsella

Name of Director/Secretary in full

Electronic signature of me,
William Kinsella,
affixed by me
on
02.11.2022

Signed sealed and delivered by Twelve Walker Street Pty Ltd (ACN 166 282 542) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Electronic signature of me, John Kinsella, affixed by me on 02.11.2022


.....
Signature of Director
John Kinsella
.....
Name of Director in full


.....
Signature of Director/Secretary
William Kinsella
.....
Name of Director/Secretary in full

Electronic signature of me, William Kinsella, affixed by me on 02.11.2022

Signed sealed and delivered by Twenty One Marquet Street Pty Ltd (ACN 165 919 693) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Electronic signature of me, John Kinsella, affixed by me on 02.11.2022


.....
Signature of Director
John Kinsella
.....
Name of Director in full


.....
Signature of Director/Secretary
William Kinsella
.....
Name of Director/Secretary in full

Electronic signature of me, William Kinsella, affixed by me on 02.11.2022

Signed sealed and delivered by Twenty Three Marquet Street Pty Ltd (ACN 601 336 887) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Electronic signature of me, John Kinsella, affixed by me on 02.11.2022


.....
Signature of Director
John Kinsella
.....
Name of Director in full


.....
Signature of Director/Secretary
William Kinsella
.....
Name of Director/Secretary in full

Electronic signature of me, William Kinsella, affixed by me on 02.11.2022

**Signed sealed and delivered by Bay Tower
Pty Limited** (ACN 099 267 464) in accordance
with section 127(1) of the *Corporations Act
2001* (Cth) by:

Electronic
signature
of me,
John Kinsella,
affixed by me
on
02.11.2022


.....
Signature of Director

John Kinsella
.....
Name of Director in full


.....
Signature of Director/Secretary

William Kinsella
.....
Name of Director/Secretary in full

Electronic
signature of
me,
William
Kinsella,
affixed by
me on
02.11.2022

Annexure A: Deposited Plans for land to which this agreement applies



Electronic signature
of me,
John Kinsella,
affixed by me on
02.11.2022



Electronic signature of me,
William Kinsella,
affixed by me on
02.11.2022

SCIMS

GDA 2020

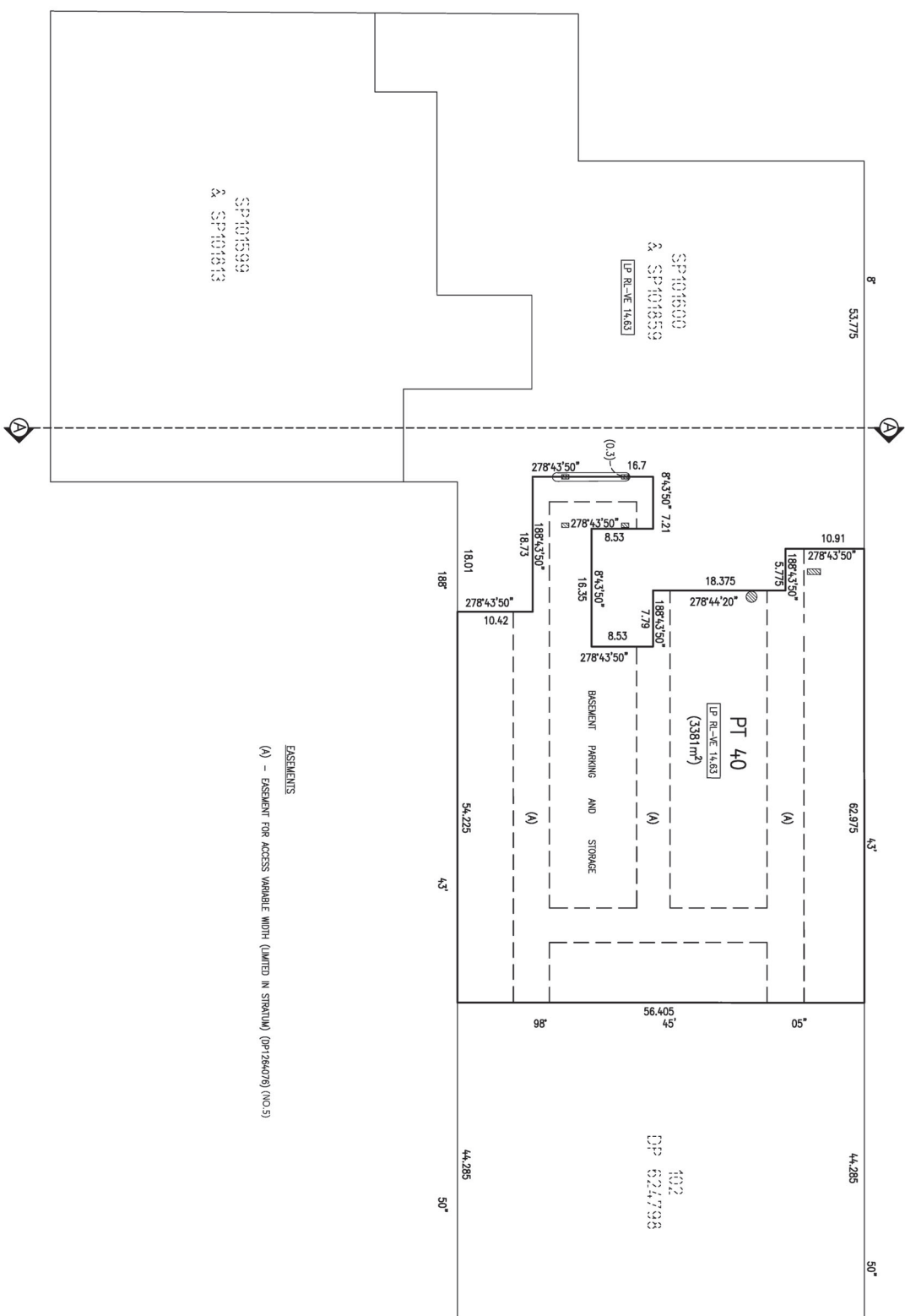


REGISTERED
30/06/2022

DP1275410

BASEMENT LEVEL 8

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 4 (BASEMENT 7)



EASEMENTS

(A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1264076) (NO.5)

KEY

[-VE] – DENOTES NEGATIVE REDUCED LEVEL

[LP RL...] - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR

Name: **ADAM RICHARDSON**

Date: 12/05/2020

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA: CANADA BAY

Locality: RHODES

Lengths are in metres.

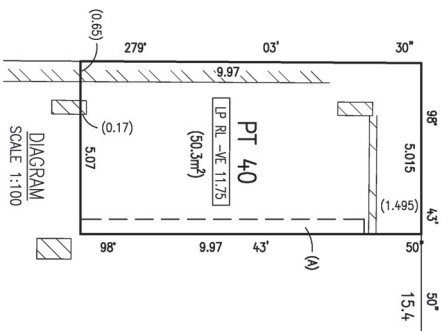
REGISTERED

30/06/2022

DP1275410

SCIMMS

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 5 (BASEMENT 6)



[-VE] - DENOTES NEGATIVE REDUCED LEVEL

LP RL... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR	PLAN OF SUBDIVISION OF LOT 24 IN DP1366076
----------	-----------------------------------------------

Name: **ADAM RICHARDSON**

Date: 12/05/2020

Reference: 161-21 SUB-AK

LGA: CANADA BAY

Locality: RHODE

Reduction Ratio:

Lengths are in metres.

REGISTERED

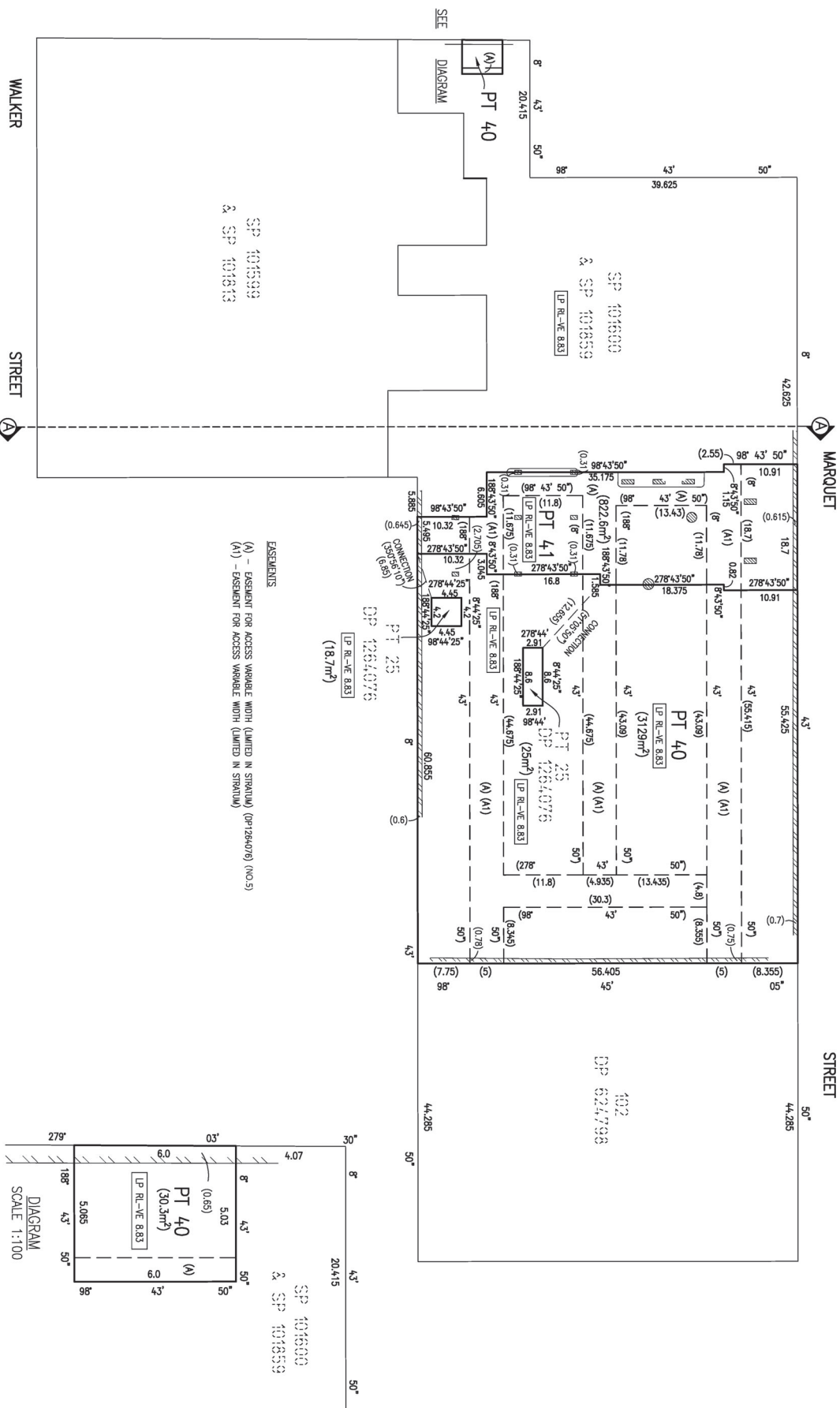
30/06/2022

DP1275410

BASEMENT LEVEL 6

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRAUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 6 (BASEMENT 5)

SCANS
GDA 2020



KEY
-VE - DENOTES NEGATIVE REDUCED LEVEL
[IP RL] - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR
Name: ADAM RICHARDSON
Date: 12/05/2020
Reference: 161-21 SUB-AR

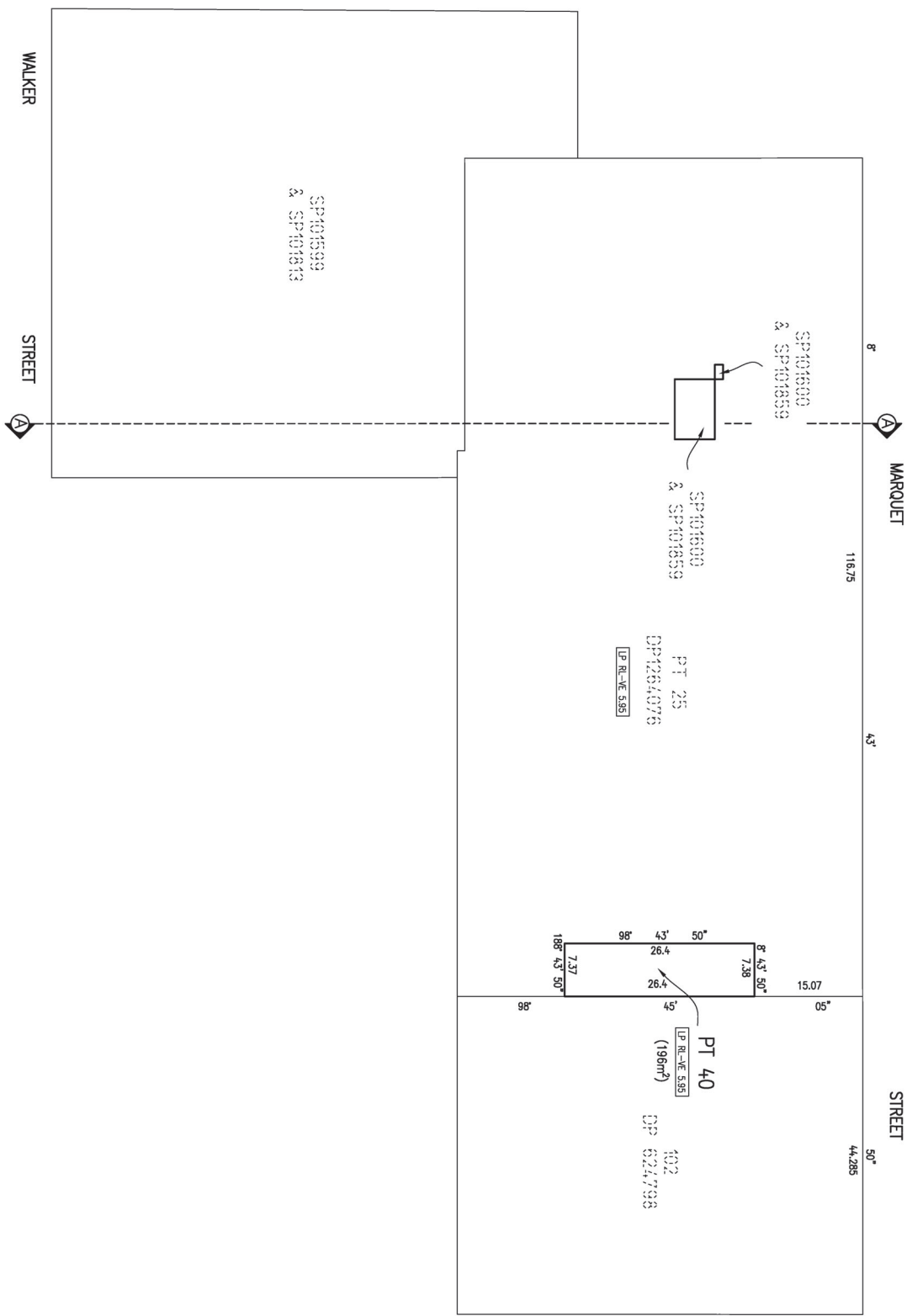
PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA: CANADA BAY
Rhodes
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
30/06/2022

DP1275410

BASEMENT LEVEL 5 – BASEMENT LEVEL 2
LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 7 (BASEMENT 1)



KEY
-VE - DENOTES NEGATIVE REDUCED LEVEL.
[P RL] - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

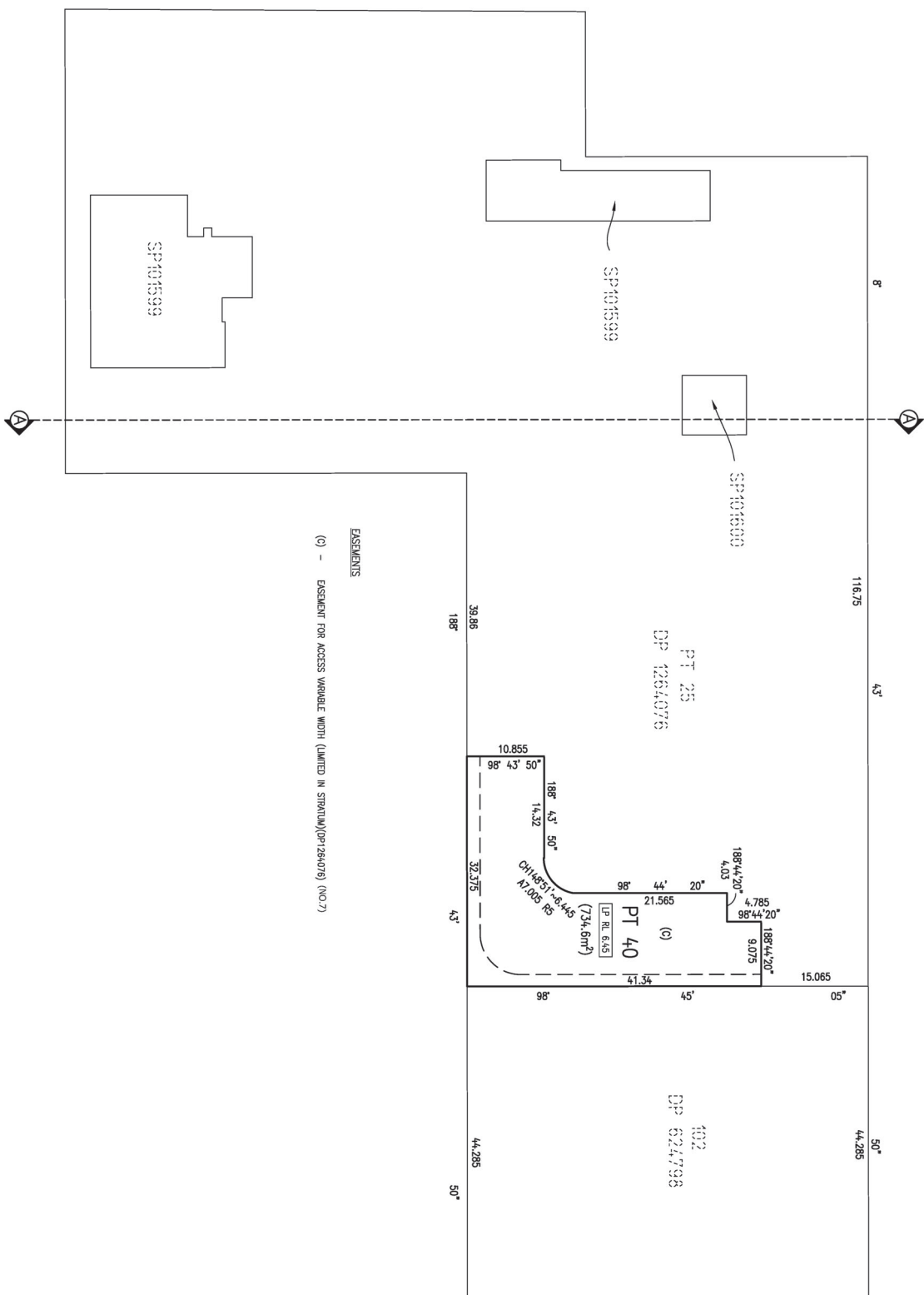
SURVEYOR Name: ADAM RICHARDSON Date: 12/05/2020 Reference: 161-21 SUB-AR		PLAN OF SUBDIVISION OF LOT 24 IN DP1264076		LGA: CANADA BAY Rhodes Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 30/06/2022	DP1275410
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BASEMENT LEVEL 1

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 8 (GROUND FLOOR)

SCANS
GDA 2020



KEY
 [P R] - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 12/05/2020
 Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
 IN DP1264076

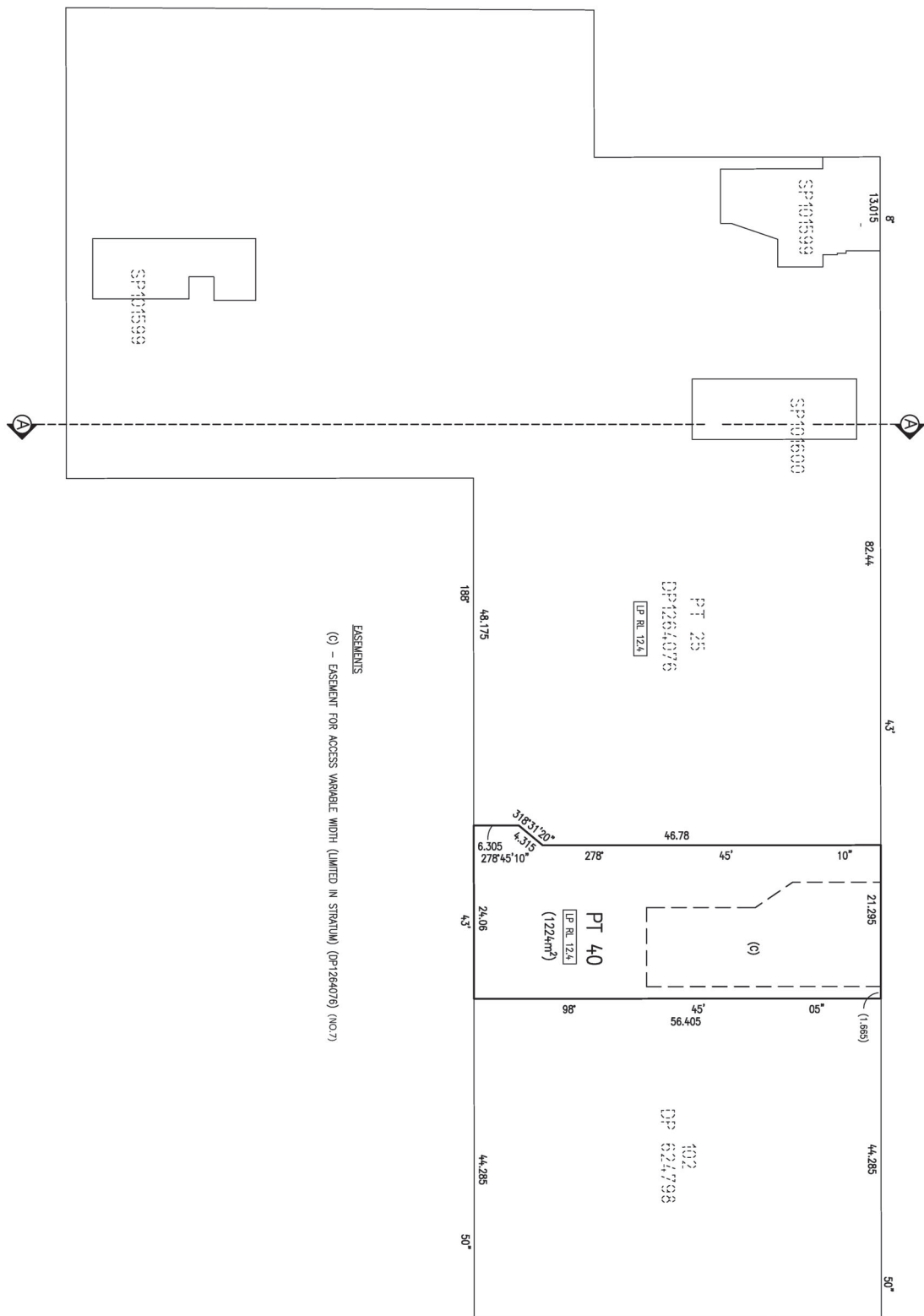
LGA: CANADA BAY
 Locality: RHODES
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED
 30/06/2022

DP1275410

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SCIMS
GDA 2020



SP - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

LP RL... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

Name: **ADAM RICHARDSON**

Date: 12/05/2020

Reference: 161-21 SUB-AK

Locality: RHODES

Reduction Ratio: 1.40M

Lengths are in metres.

30/06/2022

— — — — —

DP1275410

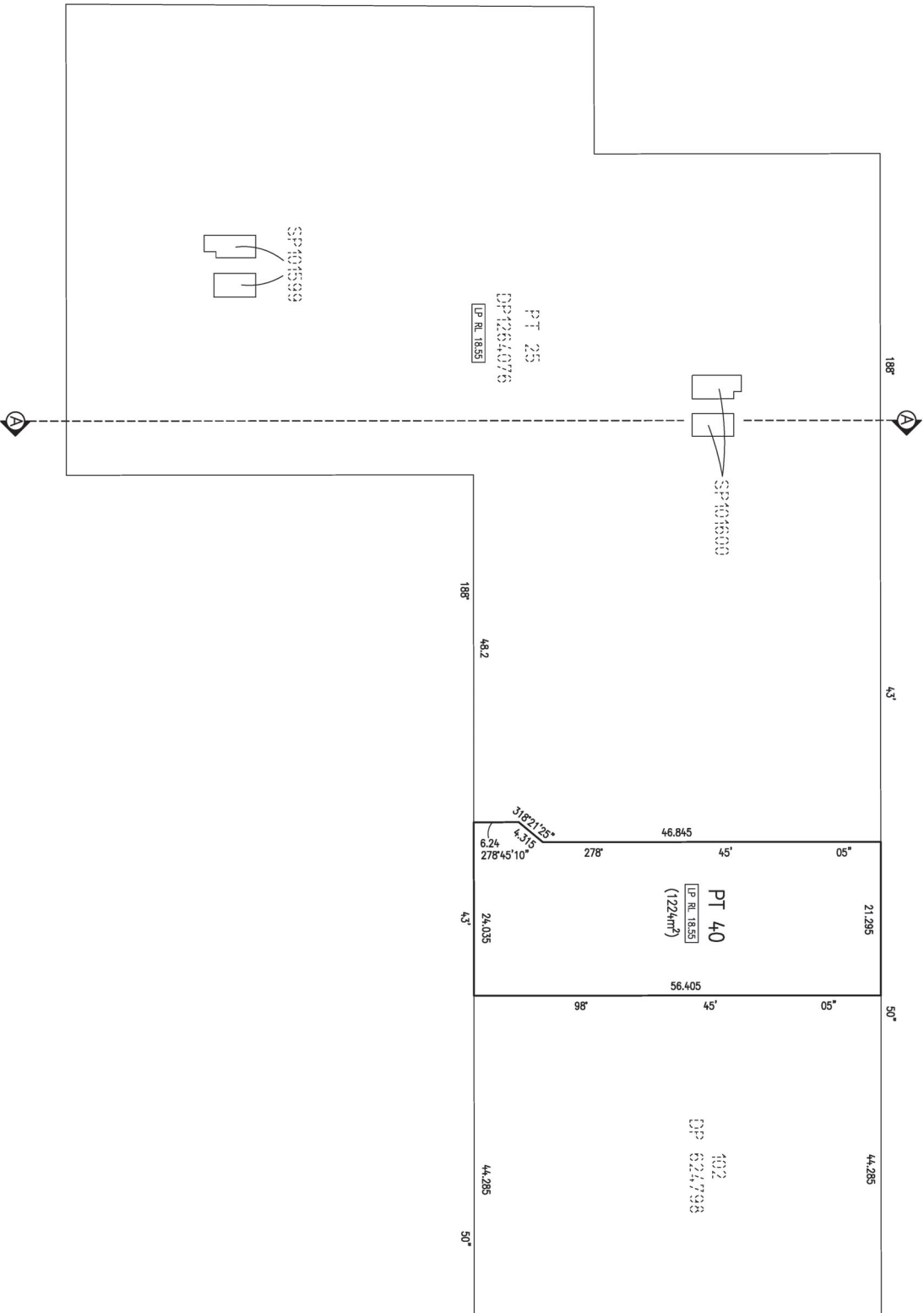
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 20 Sheets

LEVEL 2 - NO LEVEL 1 EXISTS FOR THIS DEVELOPMENT
 LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE
 LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 10 (LEVEL 3)

SCIMS
 GDA 2020



KCY
 [IP RL 18.55] - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 12/05/2020
 Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
 IN DP1264076

LGA: CANADA BAY
 Locality: RHODES
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED
 30/06/2022

DP1275410

Z:\161-21\Survey\Plans\PLAN_88B\SUBDIVISION FINAL\161-21G SUB SHT09 LEVEL 2.dwg

SCIMS

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 13 (LEVEL 4)



KEY

LP R... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED R...

SURETYOR
Name: ADAM RICHARDSON
Date: 12/05/2020
Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

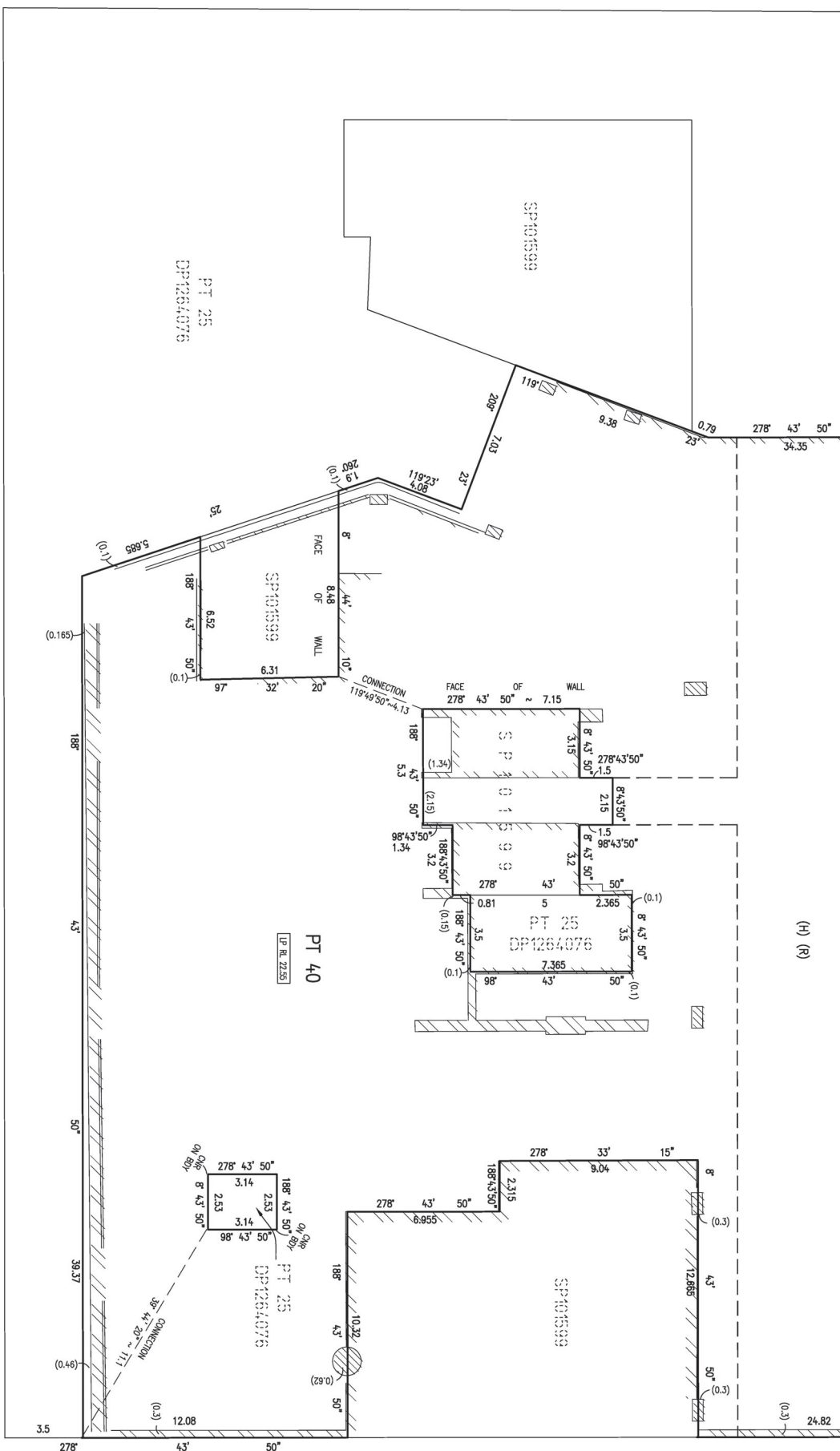
LGA: CANADA BAY
Locality: RHODES
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
30/06/2022

DP1275410

LEVEL 3

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRUTUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 13 (LEVEL 4)



EASEMENTS

- (R) - EASEMENT FOR ACCESS TO ROOF STRUCTURE FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)
- (H) - EASEMENT FOR ACCESS & RECEPTION PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)

DIAGRAM V
RATIO 1:125

SURVEYOR
Name: ADAM RICHARDSON
Date: 12/05/2020
Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA: CANADA BAY
Rhodes
Reduction Ratio: 1:125
Lengths are in metres

REGISTERED
30/06/2022

DP1275410

LEVEL 3
LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 13 (LEVEL 4)

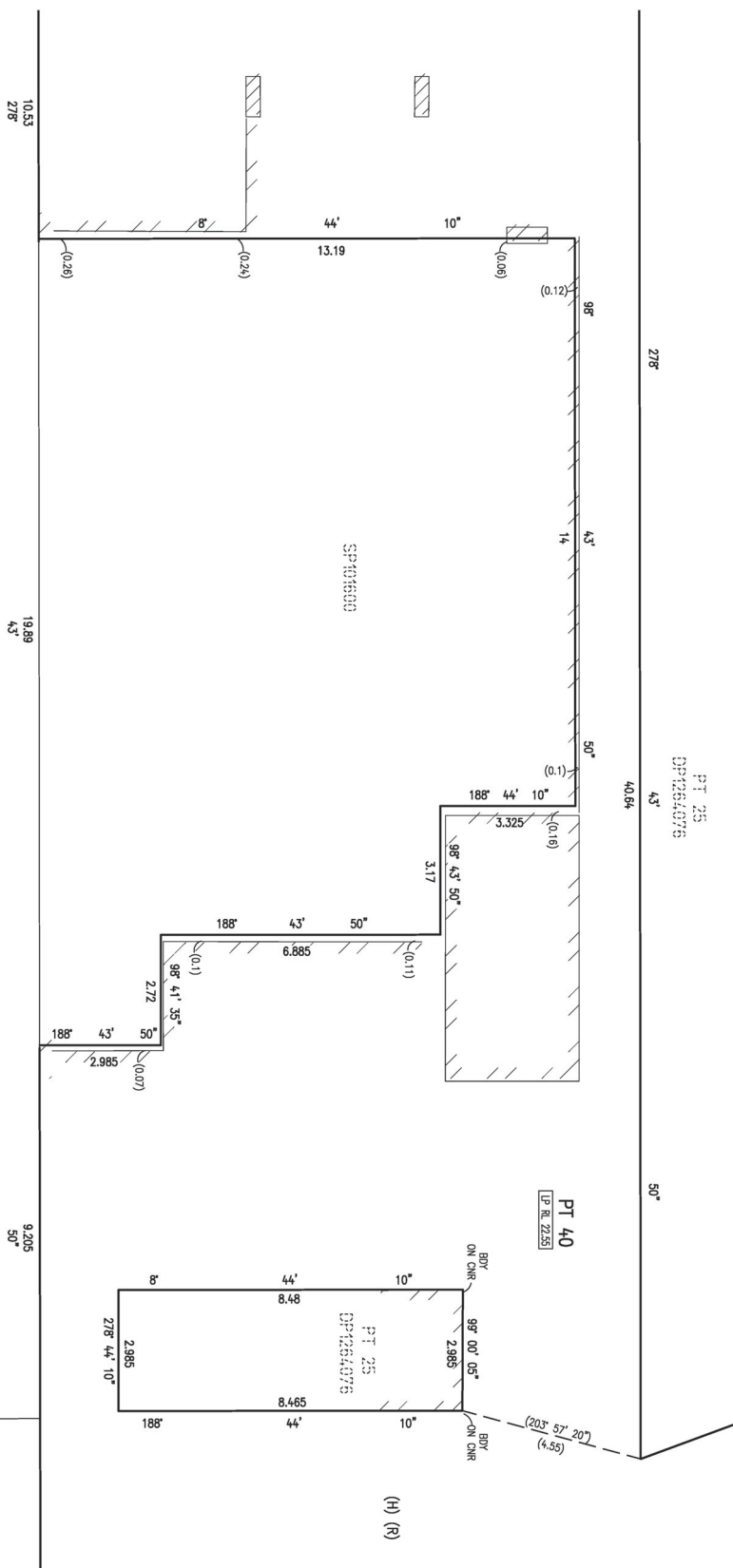
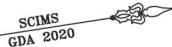


DIAGRAM W
RATIO 1:80

EASEMENTS

- (H) - EASEMENT FOR ACCESS & RECREATION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
- (R) - EASEMENT FOR ACCESS TO ROOF STRUCTURE FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR

Name: **ADAM RICHARDSON**
Date: **12/05/2020**
Reference: **161-21 SUB-AR**

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA: **CANADA BAY**
Locality: **RHODES**
Reduction Ratio: **1:80**
Lengths are in metres.



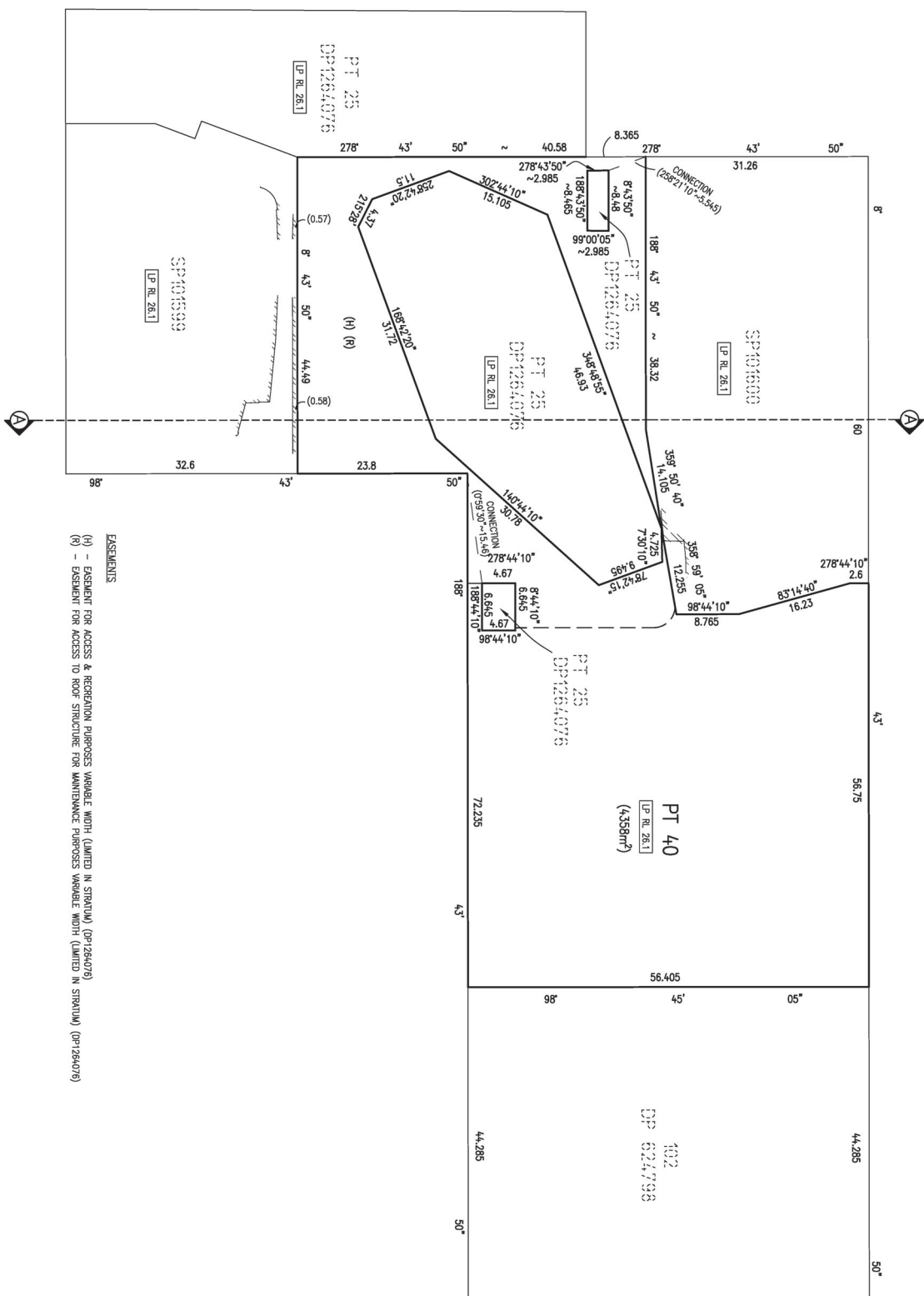
REGISTERED
30/06/2022

DP1275410

LEVEL 4

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 14 (LEVEL 5-7)

SCIMS
GDA 2020



EASEMENTS

(H) - EASEMENT FOR ACCESS & RECREATION PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)

(R) - EASEMENT FOR ACCESS TO ROOF STRUCTURE FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)

KEY

LP RL... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED R

SURVEYOR

Name: **ADAM RICHARDSON**

Date: 12/05/2020

Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA: CANADA BAY

Locality: RHODES

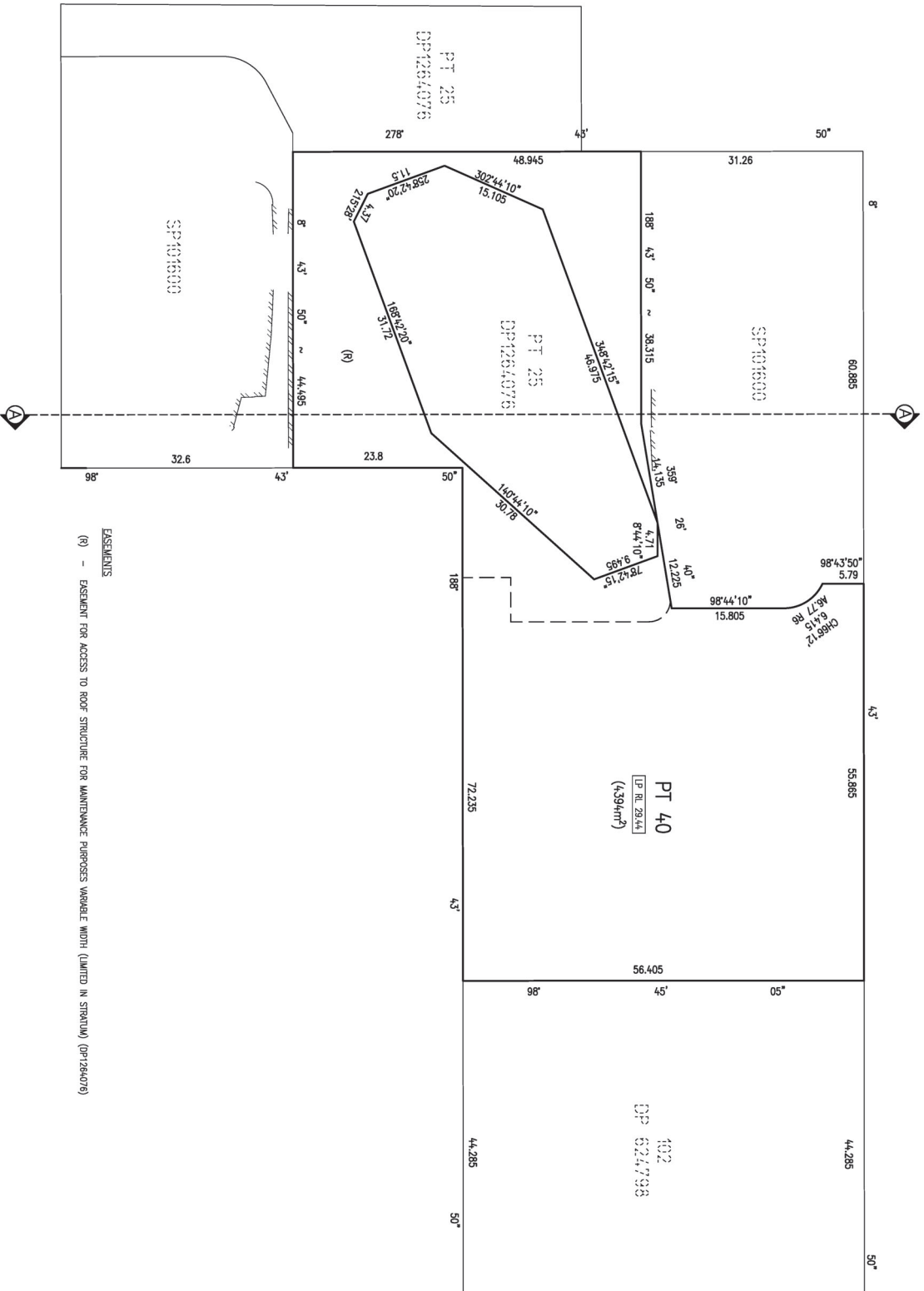
Lengths are in metres

REGISTERED

30/06/2022

DP1275410

LEVEL 5-7
 LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 15 (LEVEL 8-24)



EASEMENTS
 (R) - EASEMENT FOR ACCESS TO ROOF STRUCTURE FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1264076)

KEY
 [P R] - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 12/05/2020
 Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
 IN DP1264076

LGA: CANADA BAY
Locality: RHODES
Reduction Ratio: 1:400
 Lengths are in metres

REGISTERED
 30/06/2022

DP1275410

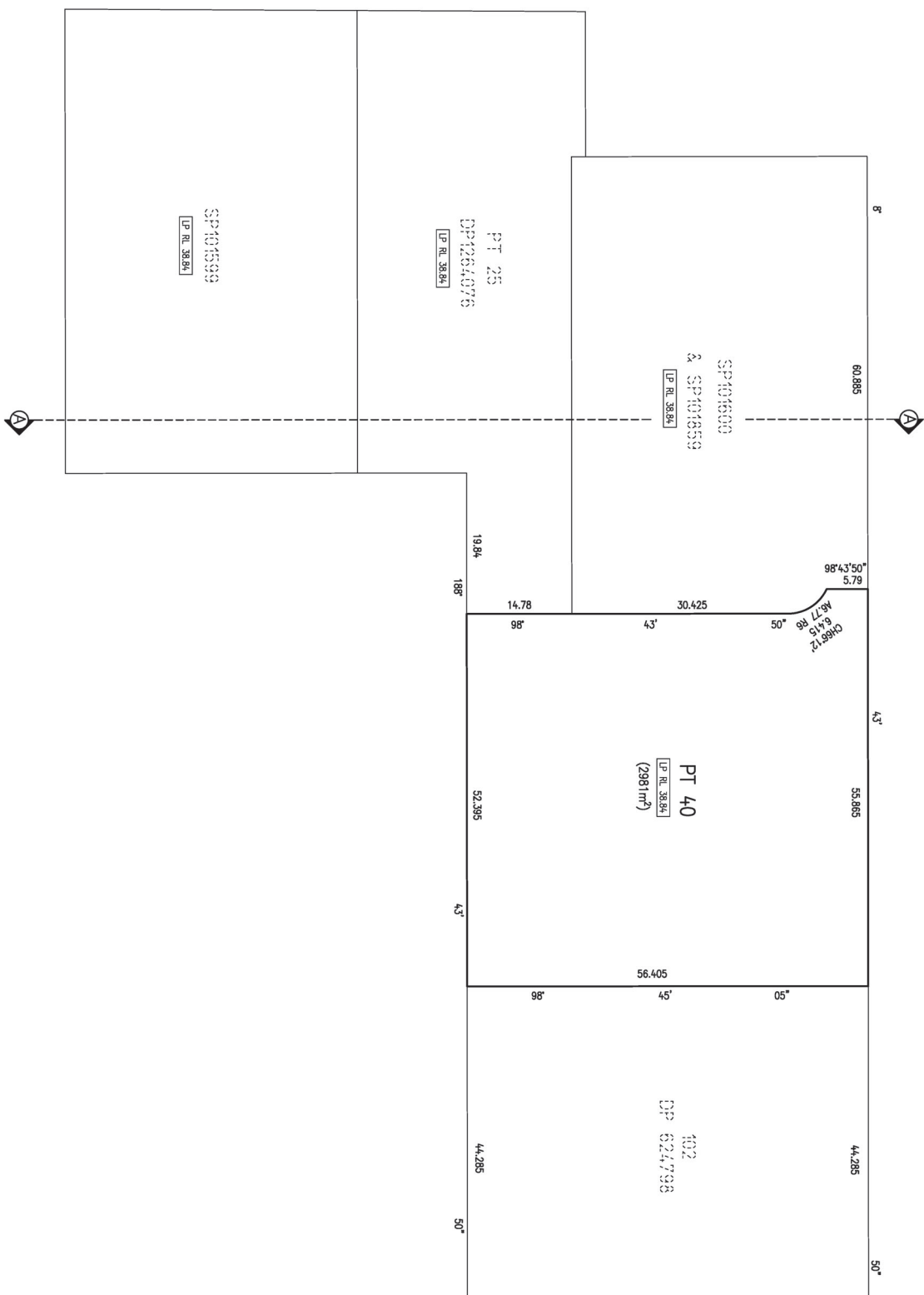
10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Scale of mm

Z:\161-21\Survey\Plans\Plan_88B\SUBDIVISION FINAL\161-21G SUB SHT14 LEVEL 5 TO 7.dwg

LEVEL 8-24

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 16 (LEVEL 28-36)

SCIMS
GDA 2020



KEY

LP RL... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR

Name: **ADAM RICHARDSON**

Date: 12/05/2020

Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA

CANADA BAY

Locality: RHODES

Lengths are in metres.

REGISTERED

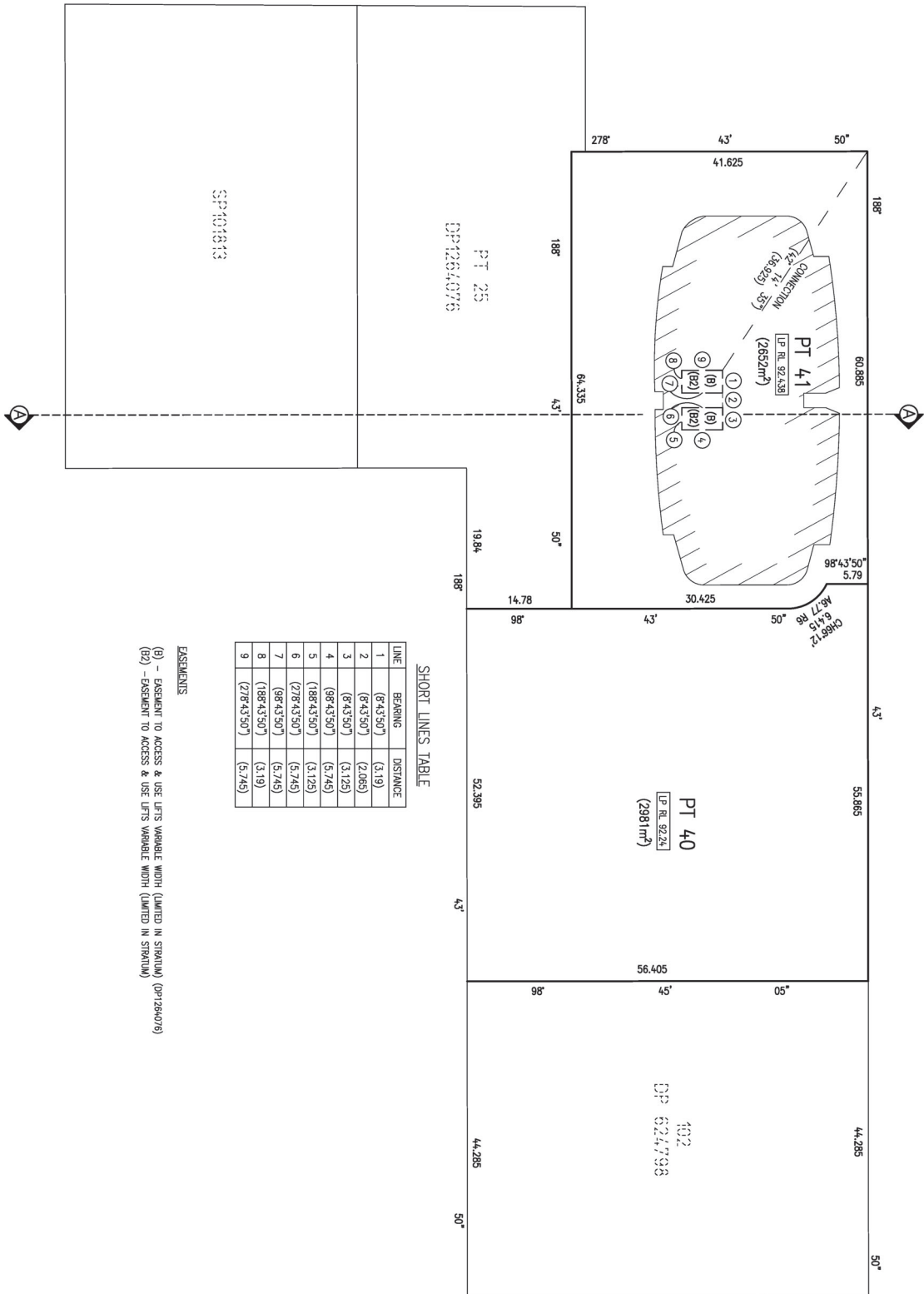
30/06/2022

DP1275410

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRUTUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 17 (LEVEL 28)



LEVEL 25



SHORT LINES TABLE

LINE	BEARING	DISTANCE
1	(8°43'50")	(3.19)
2	(8°43'50")	(2.065)
3	(8°43'50")	(3.125)
4	(98°43'50")	(5.745)
5	(188°43'50")	(3.125)
6	(278°43'50")	(5.745)
7	(98°43'50")	(5.745)
8	(188°43'50")	(3.19)
9	(278°43'50")	(5.745)

EASEMENTS

- (19) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)
- (192) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM)

KCY
[LP RL] - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR
Name: ADAM RICHARDSON
Date: 12/05/2020
Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

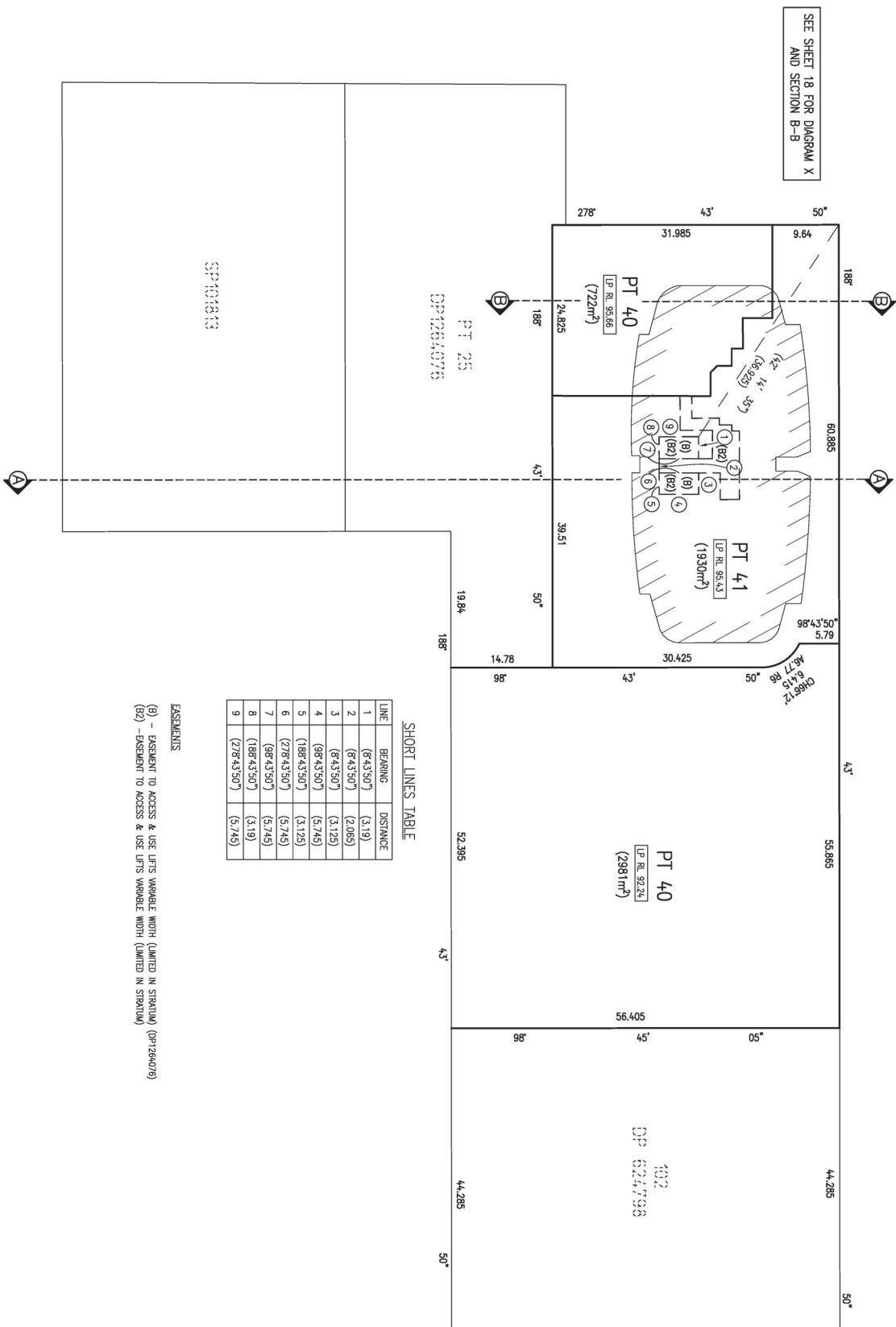
LGA: CANADA BAY
Locality: RHODES
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
30/06/2022

DP1275410

LEVEL 26 AND 27

LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 19 (LEVEL 28)



LINE	BEARING	DISTANCE
1	(2°43.50")	(3.19)
2	(8°43.50")	(2.065)
3	(2°43.50")	(3.125)
4	(98°43.50")	(5.745)
5	(188°43.50")	(3.125)
6	(278°43.50")	(5.745)
7	(98°43.50")	(5.745)
8	(188°43.50")	(3.19)
9	(278°43.50")	(5.745)

SHORT LINES TABLE

EASEMENTS

(B) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)
(B2) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM)

KEY

LP RL... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SURVEYOR

Name: **ADAM RICHARDSON**

Date: 12/05/2020

Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA:

CANADA BAY

Locality:	RHODES
Reduction Ratio:	1:400

REGISTERED

30/06/2022

DP1275410

LEVEL 26 AND 27
LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRUTUM TO THE NOTED LEVEL PLANES & ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 19 (LEVEL 28)



SHORT LINES TABLE

LINE	BEARING	DISTANCE
1	(8°43'50")	(3.19)
3	(8°43'50")	(3.12)
4	(98°43'50")	(5.74)
5	(188°43'50")	(3.12)
6	(278°43'50")	(5.74)
7	(98°43'50")	(5.74)
8	(188°43'50")	(3.19)
9	(278°43'50")	(5.74)
10	(98°43'50")	(1.99)
11	(188°05')	(4.12)
12	(98°43'50")	(4.69)
13	(278°43'50")	(4.98)
14	(8°24'15")	(3.28)
15	(98°06'10")	(3.99)
16	(8°35'15")	(0.99)
17	(278°43'50")	(1.81)
18	(8°43'50")	(0.89)
19	(278°43'50")	(1.01)
20	(8°43'50")	(9.95)
21	(98°43'50")	(2.78)
22	(188°43'50")	(3.19)
23	(98°43'50")	(3.14)

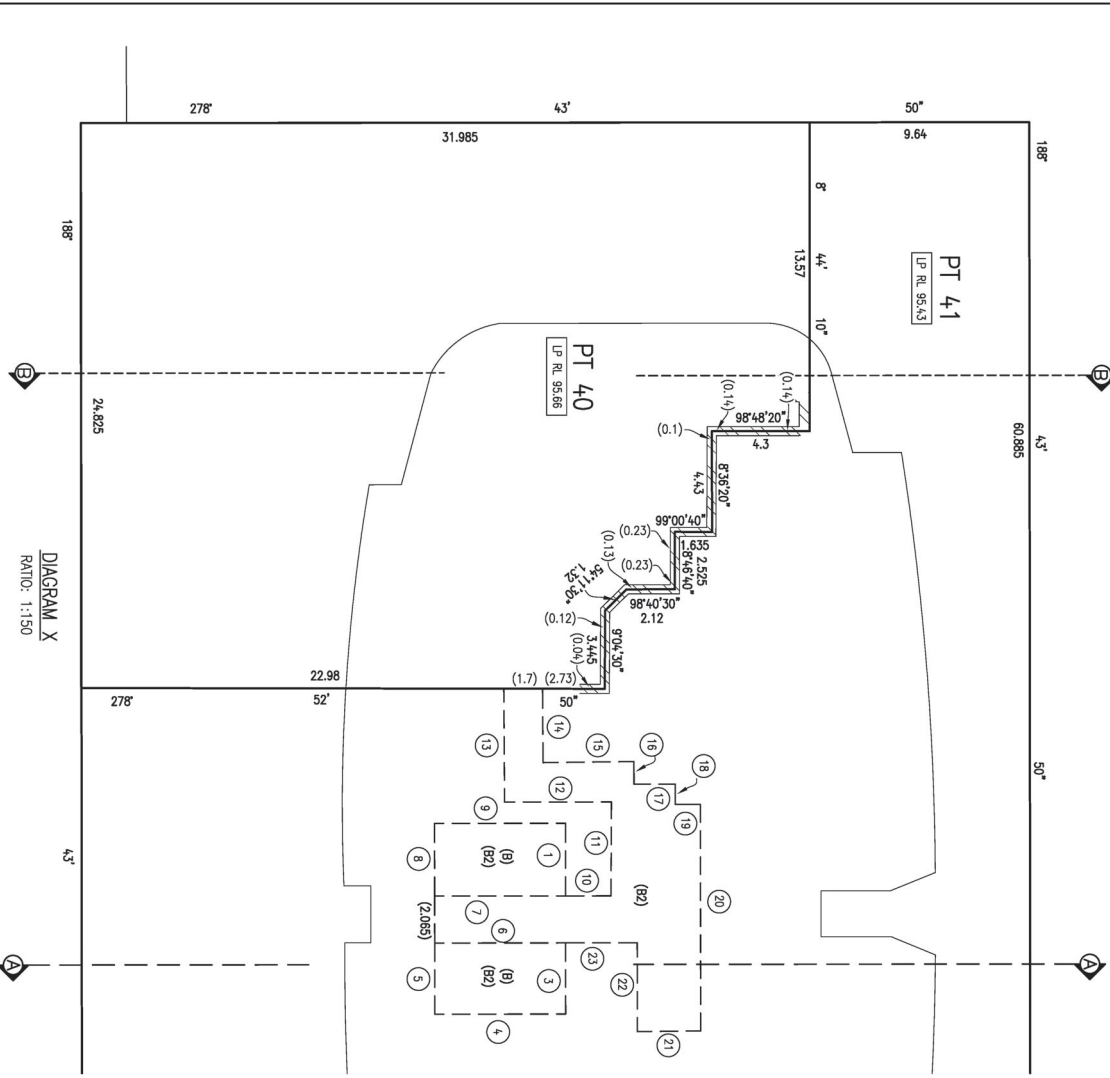
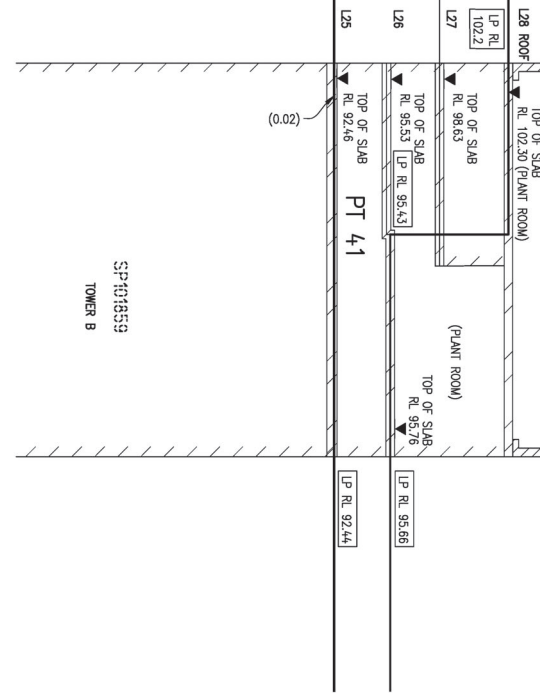


DIAGRAM X
RATIO: 1:150

MARQUET STREET



SECTION B-B
RATIO: 1:200

EASEMENTS

(B) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)
(B2) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM)

SURVEYOR
Name: ADAM RICHARDSON
Date: 12/05/2020
Reference: 161-21 SUB-AR

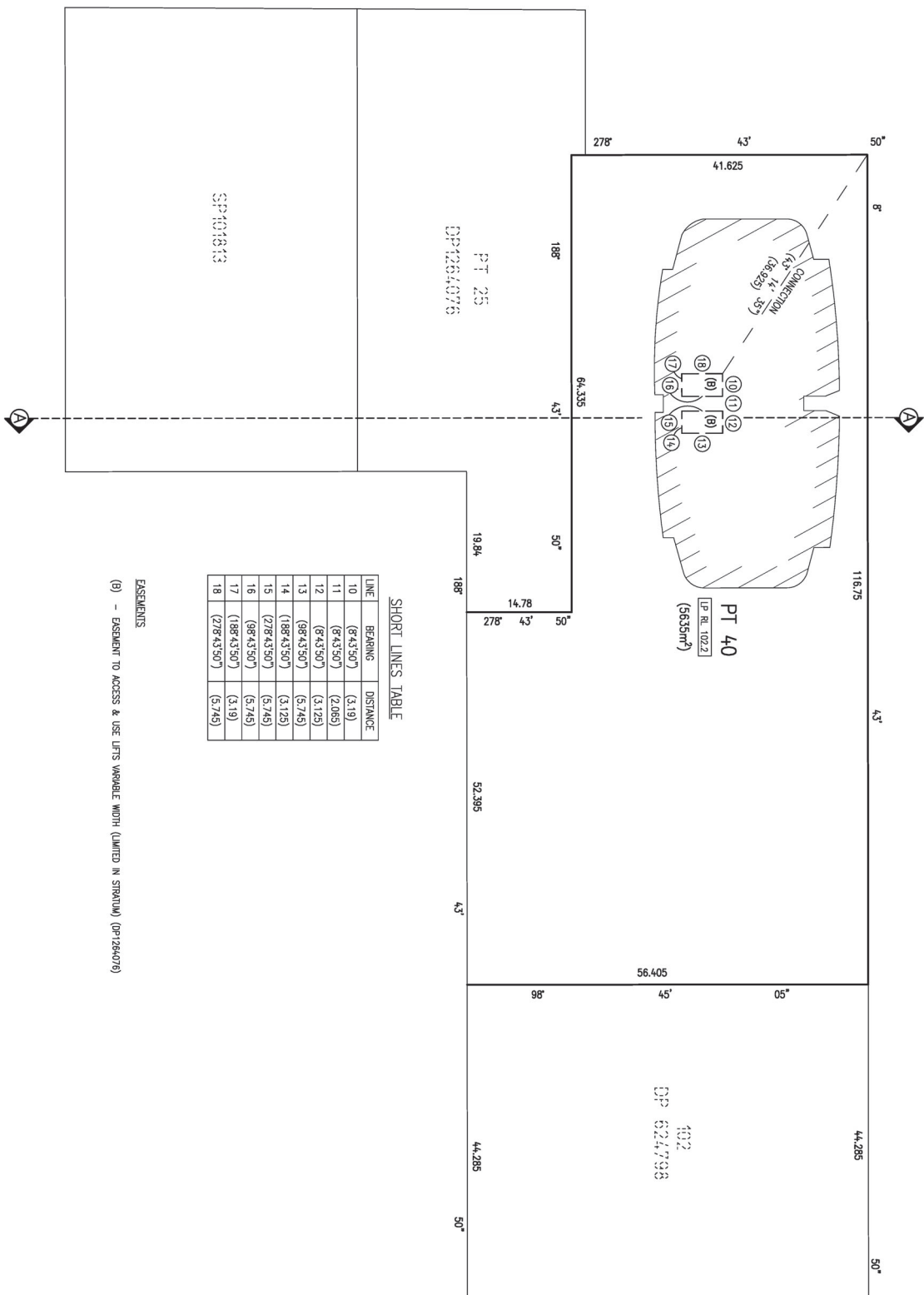
PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA: CANADA BAY
Locality: RHODES
Reduction Ratio:
Lengths are in metres.

REGISTERED
30/06/2022

DP1275410

LEVEL 28 (ROOF LEVEL AND ABOVE)
LOTS SHOWN ON THIS SHEET ARE LIMITED IN STRUTUM TO THE NOTED LEVEL PLANES & ARE UNLIMITED IN HEIGHT



SHORT LINES TABLE

LINE	BEARING	DISTANCE
10	(8°43'50")	(3.19)
11	(8°43'50")	(2.085)
12	(8°43'50")	(3.125)
13	(98°43'50")	(5.745)
14	(188°43'50")	(3.125)
15	(278°43'50")	(5.745)
16	(98°43'50")	(5.745)
17	(188°43'50")	(3.19)
18	(278°43'50")	(5.745)

EASEMENTS

(B) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM) (IP1264076)

KEY
IP RL - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

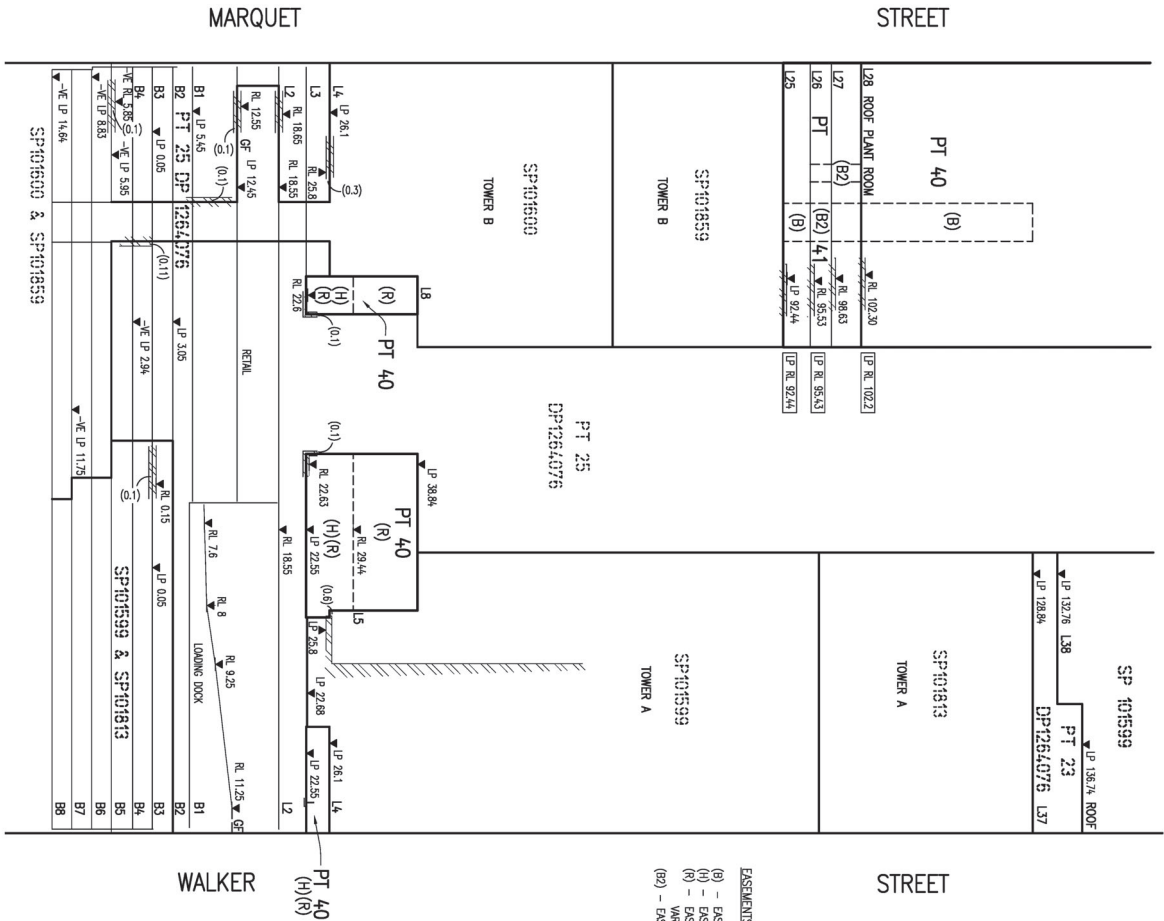
SURVEYOR
Name: ADAM RICHARDSON
Date: 12/05/2020
Reference: 161-21 SUB-AR

PLAN OF SUBDIVISION OF LOT 24
IN DP1264076

LGA: CANADA BAY
Locality: RHODES
Reduction Ratio: 1:400
Lengths are in metres.


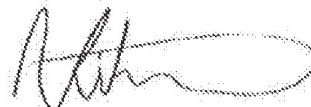

REGISTERED
30/06/2022


DP1275410




- EASEMENTS
- (B) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)
 - (H) - EASEMENT FOR ACCESS & RECREATION PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)
 - (R) - EASEMENT FOR ACCESS TO ROOF STRUCTURE FOR MAINTENANCE PURPOSES
 - VARIABLE WIDTH (LIMITED IN STRUTUM) (DP1264076)
 - (B2) - EASEMENT TO ACCESS & USE LIFTS VARIABLE WIDTH (LIMITED IN STRUTUM)

SURVEYOR Name: ADAM RICHARDSON Date: 12/05/2020 Reference: 161-21 SUB-AR		PLAN OF SUBDIVISION OF LOT 24 IN DP1264076		LGA: CANADA BAY Locality: RHODES Reduction Ratio: 1:500	REGISTERED 30/06/2022	DP1275410
-----------------------------------------------------------------------------------	--	-----------------------------------------------	--	---------------------------------------------------------------	--------------------------	-----------

PLAN FORM 6_E (2020)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  30/06/2022		Office Use Only DP1275410	
Title System: TORRENS			
PLAN OF SUBDIVISION OF LOT 24 IN DP1264076		LGA: CANADA BAY Locality: RHODES Parish: CONCORD County: CUMBERLAND	
Survey Certificate I, ADAM RICHARDSON of CRAIG AND RHODES PTY LTD SUITE 7.01 LEVEL 7, 3 RIDER BLVD, RHODES 2138 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 04-Jan-2022 (b) Partial Survey (c) Compilation Datum Line: X-Y Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Signature:  Dated: 04-Jan-2022 Surveyor Identification No: SU008747 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		Crown Lands NSW / Western Lands Office Approval (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____ Subdivision Certificate I, SHANNON ANDERSON certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Registration number: _____ Consent Authority: CITY OF CANADA BAY Date of endorsement: 23 JUNE 2022 Subdivision Certificate number: SC 2022 / 0017 File number: DA2021 / 0151	
Plans used in the preparation of survey. DP1264076 SP101600 SP101859 SP101599 SP101823		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 161-21 TB UPLIFT SUB-AR			

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
Registered:  30/06/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 24 IN DP1264076		DP1275410
Subdivision Certificate number: SC 2022 / 0017 Date of Endorsement: 23 JUNE 2022		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;</p> <p>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 STAIRS AND PASSAGES (WHOLE OF LOT)4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)5. EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)6. EASEMENT FOR CRANE JIB SWING (WHOLE OF LOT)7. EASEMENT FOR NOISE VIBRATION AND DUST (WHOLE OF LOT)8. EASEMENT FOR CONSTRUCTION OPERATION PURPOSES (WHOLE OF LOT)9. EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT)10. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(A1)11. EASEMENT TO ACCESS AND USE LIFTS VARIABLE WIDTH (LIMITED IN STRATUM)(B2)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 161-21 TB UPLIFT SUB-AR		

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

<p>Registered:  30/06/2022</p>	<p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 24 IN DP1264076</p>	<p>DP1275410</p>
<p>Subdivision Certificate number: SC 2022/0014 Date of Endorsement: 23 JUNE 2022</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed by

AS ATTORNEY FOR BAY TOWER PTY LIMITED ACN
099 267 464, TWELVE WALKER STREET PTY LIMITED
ACN 166 282 542, TWENTY ONE MARQUET STREET PTY LIMITED
ACN 165 919 693 AND TWENTY THREE MARQUET STREET
PTY LIMITED ACN 601 336 887 UNDER POWER OF ATTORNEY
REGISTERED BOOK 4781 No 227 IN THE PRESENCE OF:



Witness

DANIEL KIM

Print name

Suite 101, 25 Angas Street
Meadowbank NSW 2114

Print address



Attorney

JOHN KINSELLA

Name

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 161-21 TB UPLIFT SUB-AR

[illegible]

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

23rd June, 1982

D P 624798

RECEIVED: 21.6.1982

C.A. No. 1231 OF 25-3-1982

Title System: 100KLEN3

UO052-64 #
Ref. Mtd.

Last Plan:
 D.P 377738
 D.P 377734
 D.P 377738

PLAN OF SUBDIVISION OF
LOTS 11 TO 16 & LOT 18

IND.P15734 & LOTS
A&B IND.P377738

Reduction Ratio 1:800

Mun./Shire
-City-

Locality: RHODES

CLIMBERI AND

—This is sheet 1 of my plot in — sheet
(Delete if inappropriate).

1. TREXOR ADOL. PHE. BOURDE /
OX11045 MIRA
2. COOPER & RICHARDS 2. MERTON ST. S

is accurate and has been made "1) by me (2) by

Thomson

*Strike out either (1) or (2). - Insert date of

to dedicate public roads or to create public
sewers, drainage canals, canals or restic-

PURSUANT TO SECTION 88B,
THE CONVEYANCE ACT 1981

1. EASEMENT TO DRAIN WATER

10

10

10

10

1

10

SURVEYOR'S REFERENCE 81/9344

D. P. 54.9

Electronic signature of me, John
Kinsella, affixed by me on
02.11.2022

W Kinckel Joh Kinckel



~~KSpaw~~