

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

LENGTHS ARE IN METRES

Sheet 1 of 20 Sheets

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION OF
LOT 1 IN DP1305704 Covered by Subdivision
Certificate No. Dated**

Full name and address of the owner
of the land:

DEICORP PROJECTS (CROWSNEST) PTY LTD,
ACN 634 671 284
Level 4, 161 Redfern Street, Redfern NSW 2016

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Support & Shelter, Whole of Lot	Each Lot	Every other Lot
2.	Easement for Services, Whole of Lot	Each Lot	Every other Lot
3.	Easement for Future Services, Whole of Lot	Each Lot	Every other Lot
4.	Right of Carriageway 'C', Variable Width & Limited in Stratum	Lot 1 Lot 2	Lots 2 & 3 Lot 3
5.	Easement for Emergency Egress 'E', Variable Width & Limited in Stratum	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2
6.	Easement for Access 'A', Variable Width & Limited in Stratum	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2
7.	Easement for Future Access and Emergency Egress, Whole of Lot	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2
8.	Easement for Lift Access 'L', Variable Width & Limited in Stratum	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 1 (Creation)
(Continued)**

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9.	Easement for Public Access 'P', Variable Width & Limited in Stratum	Lot 1	North Sydney Council
10.	Positive Covenant (Stormwater OSD)	Lot 1	North Sydney Council
11.	Restriction on the Use of Land (Stormwater OSD)	Lots 1-3	North Sydney Council

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

PART 2 (Terms)**1. Definitions and interpretation****1.1 Definitions**

In this instrument:

Benefited Lot means the relevant land (if any) referred to in the fourth column of the table in Part 1 of this instrument.

Burdened Lot means the relevant land referred to in the third column of the table in Part 1 of this Instrument and if that land becomes a Strata Scheme then the Common Property of that Strata Scheme.

Council means the North Sydney Council or its successor.

Detention System means in relation to the Burdened Lot the stormwater drainage detention basin or tank constructed or to be constructed on the Burdened Lot in accordance with the requirements of Council including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on any part of the Burdened Lot.

Development Works has the same meaning as in the building management statement registered on the Burdened Lot or strata management statement attached to the Strata Scheme.

Grantee means the owner of an estate in fee simple or mortgagee in possession of the Lot Benefited, from time to time.

Grantor means the owner of an estate in fee simple or a mortgagee in possession of the Lot Burdened, from time to time.

Instrument means this instrument registered with the Plan pursuant to s.88B *Conveyancing Act 1919 (NSW)*.

Owner means:

- (a) the registered proprietor of the Burdened Lot and its successors (including those claiming under or through the registered proprietor), or
- (b) if the Burdened Lot is the subject of a Strata Scheme, the Owners Corporation.

Owner's Corporation means the owners corporation constituted under the *Strata Schemes Management Act 2015* for a Strata Scheme.

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

Retention System means in relation to the Burdened Lot the stormwater retention and re-use tank or other device constructed or to be constructed on the Burdened Lot in accordance with the requirements of the Council including all ancillary, gutters, leaf gutter guards, downpipes, pipes, drains, filter, pump, delivery plumbing, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to retain and re-used and control stormwater located on any part of the Burdened Lot.

Service has the same meaning given in the Conveyancing Act 1919 and includes stormwater and sewerage.

Shared Facility has the meaning given in the *Conveyancing Act 1919*.

Strata Scheme has the meaning given in the *Strata Schemes Management Act 2015*.

1.2 Interpretation

For the purposes of this instrument, the following rules of interpretation apply:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause, respectively, of this instrument.
- (e) Unless stated otherwise, one provision does not limit the effect of another.
- (f) A reference to any Law or to any provision of any Law includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (g) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.
- (h) Headings contained in this instrument are for information purposes only and must not affect the interpretation of this instrument.
- (i) The terms implied by s.88A(2) and Schedule 4A Part 9 of the *Conveyancing Act 1919* are excluded.

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**PART 2 (Terms)
(Continued)**

2. Terms of Easement for Support & Shelter numbered 2 in the plan:

- (a) An easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the Lot Benefited by those parts of the Lot Burdened and any structures erected on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.
- (b) The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:
 - (i) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and
 - (ii) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.
- (c) If a strata management statement is registered under the Development Act resulting in the creation of an easement for support and shelter under section 8AA of the Development Act and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.
- (d) If a Strata Plan subdividing a Lot Benefited is registered resulting in the creation of an easement for support and shelter under section 8AA of the Development Act, and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.

Name of authority whose consent is required to release, vary or modify the Easement for Support & Shelter numbered 1 in the plan:

North Sydney Council

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

3. Terms of Easement for Services and Easement for Future Services numbered 1 and 3 in the plan:

- (a) The Grantee and its Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to:
 - (i) the uninterrupted passage through a Burdened Lot of any Services to or from the Benefited Lot;
 - (ii) use any Service Equipment in a Burdened Lot through which a Service passes to or from the Benefited Lot (Relevant Service Equipment);
 - (iii) enter, remain in and use any plant rooms in the Burdened Lot where Relevant Service Equipment is located;
 - (iv) have Relevant Service Equipment supported vertically, horizontally and in each other plane by a Burdened Lot; and
 - (v) carry out Works in relation to Relevant Service Equipment that is not a Shared Facility and enter and remain in a Burdened Lot, together with any Equipment necessary for that purpose, for a reasonable time to carry out those Works.
- (b) The Grantee has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in the Burdened Lot Service Equipment associated with a Service to or from a Benefited Lot which is additional to the Service Equipment actually existing at the date of registration of this Instrument and this easement applies to such additional Service and Service Equipment as though they existed at the date of registration of this Instrument.
- (c) The Grantee and the Grantor acknowledge that:
 - (i) some of the Services and associated Service Equipment may be Shared Facilities;
 - (ii) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
 - (iii) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

- (d) The Grantee must:
- (i) not permit Relevant Service Equipment which is not a Shared Facility to become a hazard or a nuisance; and
 - (ii) at its cost carry out Works to such Relevant Service Equipment as and when required, to ensure compliance with clause 2(d)(i).
- (e) Before carrying out any Works under this easement on a Burdened Lot, the Grantee must:
- (i) provide to the Grantor a Schedule of Works;
 - (ii) provide to the Grantor any other information which the Grantor reasonably requires in order to consider the effect of the Works: and
 - (iii) obtain the consent of the Grantor to the carrying out of the Works.
- (f) The Grantor may withhold consent under clause 1.5(a)(iii) to carry out the Works if, in the reasonable opinion of the Grantor:
- (i) the carrying out of the Works;
 - (ii) the physical result after the Works are carried out; or
 - (iii) both the carrying out of the Works and the physical result after the Works are carried out,
- will, either temporarily or permanently, interrupt, interfere with or prevent, to an unreasonable extent, the use and enjoyment of the Burdened Lot by the Grantor or any occupier of the Burdened Lot.
- (g) The Grantor may not withhold consent under clause 1.5(a)(iii) if the Works:
- (i) need to be carried out in circumstances which involve an emergency or a danger to public safety;
 - (ii) are necessary to enable the Grantee to comply with its obligations under this easement;
 - (iii) are necessary to enable the Grantee to comply with its obligations under the Management Statement; or

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**PART 2 (Terms)
(Continued)**

- (iv) result from or arise out of any Law or requirements of any relevant Authority.

- (h) The Grantee must, while works are being carried out in a Burdened Lot under this easement, take all reasonable steps:
 - (i) to minimise interruption to or interference with any Service:
 - (ii) to minimise interruption or interference with the use and enjoyment of the Burdened Lot; and
 - (iii) to ensure that:
 - (A) all necessary safety measures are taken;
 - (B) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
 - (C) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened Lot;
 - (D) any damage caused to the Burdened Lot is made good as soon as reasonably practicable; and
 - (E) as soon as reasonably practicable after completing of the Works, the Burdened Lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

- (i) The Grantee and the Grantor must, in good faith, consult with each other in relation to the nature and timing of the Works in the Burdened Lot with a view of reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

Name of authority whose consent is required to release, vary or modify the Easement for Services and Easement for Future Services numbered 1 and 3 in the plan:

North Sydney Council

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

4. Terms of Right of Carriageway, Variable Width & Limited in Stratum denoted 'C' numbered 4 in the plan:

- (a) The Grantee and any Authorised Person of the Grantee have the full and free right to go, pass and repass the Easement Site:
 - (i) at all times;
 - (ii) for all purposes;
 - (iii) with or without Vehicles.

to access the Benefited Lot or any part of the Benefited Lot.
- (a) In exercising rights under this easement, the Grantee and any Authorised Persons must:
 - (i) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (ii) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
 - (iii) only use the Easement Site for its intended purpose;
 - (iv) not to cause any damage to the Burdened Lot and any improvements on it;
 - (v) comply with the Management Statement and any Rules; and
 - (vi) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- (b) The Grantee and the Grantor acknowledge that:
 - (i) the Easement Site is a Shared Facility;
 - (ii) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
 - (iii) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

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**PART 2 (Terms)
(Continued)**

- (c) The Grantee and its Authorised Persons must not:
 - (i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;
 - (ii) obstruct use of the Easement Site by any person.
- (d) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.

Name of authority whose consent is required to release, vary or modify the Right of Carriageway numbered 4 in the plan:

North Sydney Council

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

5. Terms of Easement for Access, Variable Width & Limited in Stratum denoted as 'A' and Emergency Egress, Variable Width & Limited in Stratum denoted as 'E' and Easement for Future Access and Emergency Egress, Whole of Lot numbered 6, 5 and 7 in the plan:

- (a) The Grantee and its 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:
 - (i) in an emergency;
 - (ii) in the case of a fire or fire drill purposes; or
 - (iii) if the lifts are not operational or are otherwise unavailable.
- (b) In exercising the powers granted under this Easement, a Grantee must:
 - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
 - (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (iii) make good any collateral damage.
- (c) A Building Management Statement or Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (d) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (e) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority whose consent is required to release, vary or modify the Easements numbered 3, 5 and 8 in the plan:

North Sydney Council

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

**6. Terms of Easement for Lift Access, Variable Width & Limited in Stratum denoted as
'L' numbered 8 in the plan:**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may use the Lift within the Easement Site and pass and repass over the Easement Site:
 - (i) on foot;
 - (ii) with wheelchairs or other disabled access aids; and
 - (iii) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantee and its Authorised Users may use the Lift to transport Bulky Items and Goods.
- (c) 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:
 - (i) is not properly clothed;
 - (ii) is drunk or under the influence of drugs;
 - (iii) loiters or causes excessive noise;
 - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
 - (v) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- (d) In exercising the powers granted under this Easement, a Grantee must:
 - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
 - (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (iii) make good any collateral damage.

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Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
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(Continued)**

- (e) A Building Management Statement or Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (f) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (g) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority whose consent is required to release, vary or modify the Easement for Lift Access numbered 8 in the plan:

North Sydney Council

7. Terms of the Easement for Public Access, Variable Width & Limited in Stratum denoted 'P' numbered 9 in the plan:

7.1 Subject to clause 7.3, the authority benefited and any person authorised by the authority benefited and members of the public ("Authorised Users") have full and free right to:

- (a) go, pass and repass over the Easement for Public Access area:
 - (i) on foot; and/or
 - (ii) with wheelchairs or other disabled access aids; and/or
 - (iii) with or without animals; and/or
 - (iv) with bicycles, tricycles or other similar non-motorised machine other than motorised scooters or similar for mobility (being walked or ridden); and/or
 - (v) without vehicles, skateboards, rollerblades or the like.

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Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
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(Continued)**

- 7.2 The Easement for Public Access must be open for use by the authority benefited and any Authorised User at least between the hours of 06.00 to 22.00, 7 days a week.
- 7.3 In exercising the rights granted by this easement, the authority benefited and any authorised User must:
- (a) cause as little disturbance & inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened; and
 - (b) cause no damage to the lot burdened and any improvements on it;
 - (c) make good any collateral damage caused by the authority benefited and any authorised user;
 - (d) comply with any Building Management Statement, all applicable laws and approvals and requirements of all Authorities; and
 - (e) obey any reasonable requirements and directions of the owner of the lot burdened whilst in the Easement for Public Access area.
 - (f) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible
- 7.4 The owners and any future owners of the lot(s) burdened will be responsible for the maintenance, cleaning and upkeep of the Easement site.
- 7.5 For the purposes of this clause, Council acknowledges and agrees that the rights granted under this easement may be restricted by the Granter
- (a) at times determined by the Granter (acting reasonably having regard to the fact that the Easement Site is intended to function as a permanent public accessway) in compliance with any Building Management Statement; and

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

7.6 Maintenance and repair of shared accessway

The Granter must at its own cost:

- (a) maintain the Easement Site in good repair and safe condition and adequately lit to the reasonable satisfaction of the authority benefited; and
- (b) repair or restore (or both) any or all of the surface of the designated accessway path to a safe and good condition.

7.7 The Grantor must at all times maintain in force an insurance policy for public risk and public liability for at least \$20 million in respect of each event.

Name of authority whose consent is required to release, vary or modify the Easement for Public Access numbered 9 in the plan:

North Sydney Council

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Council Authorised Delegate

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**PART 2 (Terms)
(Continued)**

8. Terms of the Positive Covenant numbered 10 in the plan:

The registered proprietor of the land hereby burdened (herein called the "proprietor") in respect of the on-site stormwater detention system (herein called the "System") constructed on the land to:

- (a) Clean, maintain and repair all pits, basins, tanks, pipelines, orifice plates, trench barriers, walls, earth banks and other structures, gutters, leaf gutter guards, downpipes, 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 North Sydney Council (herein called the "Council") shall have the right to enter upon the burdened lot 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 proprietor has not within fourteen (14) days of the date of receipt by the proprietor 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 proprietor forthwith upon demand.

Name of authority whose consent is required to release, vary or modify the Positive Covenant numbered 10 in the plan:

North Sydney Council

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Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
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Dated****PART 2 (Terms)
(Continued)****9. Terms of the Restriction On The Use of Land numbered 11 in the plan:**

The registered proprietor of the land hereby burdened (herein called the "proprietor") covenant with North Sydney Council (herein called the "Council") in respect of the on-site stormwater detention system (herein called the "System") constructed on the~

- (a) Not to erect or suffer to permit any building, structure or erection on the whole or erection on the part of the land hereby 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 proprietor of the land hereby burdened of his 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 whose consent is required to release, vary or modify the Restriction on the Use of Land numbered 11 in the plan:

North Sydney Council

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Council Authorised Delegate

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Dated**

Seals & Signatures

Executed by **DEICORP PROJECTS (ROSEBERY) PTY LTD, ACN 624 882 597**
In accordance with section 127 of the Corporations Act:

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Name: **FOUAD DEIRI**

Authority: **Sole Director / Secretary**

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Council Authorised Delegate

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Seals & Signatures

Executed by **MAXCAP SECURITY PTY LTD, ACN 608 102 263**
Mortgagee VIDE AS808652

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Council Authorised Delegate

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Seals & Signatures

Approved by **City of Sydney**

Authorised Officer as Delegate of North Sydney Council
pursuant to Section 378 of Local Government Act 1993.

.....
Signature of Witness

.....
Signature of Authorised Delegate

.....
Name of Witness

.....
Authorised Delegate's Name

.....
Address of Witness

.....
Authority of Delegate

.....
Council Authorised Delegate

Office Use Only Registered: Title System: TORRENS	Office Use Only DP1309513
PLAN OF BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1305704	LGA: SYDNEY Locality: ROSEBERY Parish: ALEXANDRIA County: CUMBERLAND
Survey Certificate I,.....JOHN WALTON..... Of.....DAW & WALTON PTY LTD..... PO Box 3222, REDFERN NSW 2016..... survey@daw-walton.com.au..... 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, or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A'-'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: Dated: Surveyor Identification No: 8430..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.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: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP1305704	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 4550-19DP	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

DP1309513

**PLAN OF BUILDING STRATUM
SUBDIVISION OF
LOT 1 IN DP1305704**

Subdivision Certificate number:

Date of Endorsement:

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

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

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality
1					CROWSNEST
2					CROWSNEST
3					CROWSNEST

Pursuant to section 88B of the
Conveyancing Act 1919, as amended,

It is intended to create:

1. Easement for Support & Shelter, Whole of Lot
2. Easement for Services, Whole of Lot
3. Easement for Future Services, Whole of Lot
4. Right of Carriageway 'C', Variable Width & Limited in Stratum
5. Easement for Emergency Egress 'E', Variable Width & Limited in Stratum
6. Easement for Access 'A', Variable Width & Limited in Stratum
7. Easement for Future Access and Emergency Egress, Whole of Lot
8. Easement for Lift Access 'L', Variable Width & Limited in Stratum
9. Easement for Public Access 'P', Variable Width & Limited in Stratum
10. Positive Covenant (Stormwater OSD)
11. Restriction on the Use of Land (Stormwater OSD)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4550-19DP

Office Use Only

Office Use Only

Registered:

DP1309513**PLAN OF BUILDING STRATUM
SUBDIVISION OF
LOT 1 IN DP1305704**

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

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

Subdivision Certificate number:

Date of Endorsement:

Executed by **DEICORP PROJECTS (CROWS NEST) PTY LTD, ACN 634 671 284****In accordance with section 127 of the Corporations Act 2001:**

.....

Name: **FOUAD DEIRI**Authority: **Sole Director / Secretary**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4550-19DP

Office Use Only

Office Use Only

Registered:

DP1309513**PLAN OF BUILDING STRATUM
SUBDIVISION OF
LOT 1 IN DP1305704**

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

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

Subdivision Certificate number:

Date of Endorsement:

Executed by Mortgagee

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4550-19DP

Date : 28-08-24

Deicorp
Level 2,
161 Redfern Street,
Redfern NSW 2016



Lot 1 in DP1305704 ~ Pacific Highway, Crows Nest		4950-20	
Instruments to be released / extinguished			
Prior Title	Address (as per SIX)	Burdened	
		Creating Document	Easement Type
1/29672	423 Pacific Highway, Crows Nest	H272859	Cross Easements (for party wall/s)
2/29672	3 Falcon Street, Crows Nest	H272859	Covenant
		H272859	Easement for Sewerage
		H272859	Easement for Drainage
		H272859	Cross Easements (for party wall/s)
		H368960	Cross Easements (for party wall/s)
3/29672	7 Falcon Street, Crows Nest	B949465	Right of Way
		H272859	Right of Footway
		H368960	Right of Footway
		H575836	Right of Footway
		H632280	Right of Footway
		H695492	Right of Footway
		H695495	Right of Footway
		H865566	Right of Footway
		H272859	Easment for Sewerage and Drainage
		H368960	Easment for Sewerage and Drainage
		H368960	Cross Easements (for party wall/s)
		H575836	Cross Easements (for party wall/s)
		H368960	Easement for Drainage of Roofwater
		H575836	Easement for Drainage of Roofwater
		H695492	Easement for Drainage of Roofwater
		H865566	Easement for Drainage of Roofwater
		H575836	Easement for Sewerage and Sullage Water
		H695492	Easement for Sewerage and Sullage Water
		H865566	Easement for Sewerage and Sullage Water
4/29672	419 Pacific Highway, Crows Nest	H272859	Cross Easements (for party wall/s)
		H368960	Cross Easements (for party wall/s)
		H575836	Cross Easements (for party wall/s)
5/29672	417 Pacific Highway, Crows Nest	H575836	Cross Easements (for party wall/s)
		H695492	Cross Easements (for party wall/s)
6/29672	415 Pacific Highway, Crows Nest	H632280	Cross Easements (for party wall/s)
		H695492	Cross Easements (for party wall/s)
7/29672	413 Pacific Highway, Crows Nest	H315321	Cross Easements (for party wall/s)
		H272859, H368960, H575836 & H632280	Right of Footway
		H368960, H550097, H575836 & H632280	Easement for Roof Water Drainage
		H550097	Easement for Sewerage and Sullage Water

Date : 28-08-24

Deicorp
Level 2,
161 Redfern Street,
Redfern NSW 2016



Instruments to be released / extinguished			
Prior Title	Address (as per SIX)	Burdened	
		Creating Document	Easement Type
8/29672	411 Pacific Highway, Crows Nest	H315321	Cross Easements (for party wall/s)
9/29672 (AC 8322-109)	407 Pacific Highway, Crows Nest	H315321	Cross Easements (for party wall/s)
10/29672 (AC 8322-109)	408 Pacific Highway, Crows Nest	H272859	Rights of Carriageway
		H315321	Easements for Sewerage
		H315321	Easements for Roof Water Drainage
		H575836	Easements for Roof Water Drainage
11/29672	8 Alexander Street, Crows Nest	H272859	Right of Footway
		H550097	Right of Footway
		H368960	Easement for Drainage of Roof Water
		H550097	Easement for Drainage of Roof Water
4/16402 (AC 4753-25)	395 Pacific Highway, Crows Nest	K770818	Right of Carriageway

Note: It is intended to Release / Extinguish all easements, restrictions & covenants currently burdening the land prior to the registration of the Building Stratum Subdivision, subject to approval/registration by the NSWLRS.


John Walton
Registered Surveyor

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

LENGTHS ARE IN METRES

Sheet 1 of 20 Sheets

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION OF
LOT 1 IN DP1305704 Covered by Subdivision
Certificate No. Dated**

Full name and address of the owner
of the land:

DEICORP PROJECTS (CROWSNEST) PTY LTD,
ACN 634 671 284
Level 4, 161 Redfern Street, Redfern NSW 2016

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Support & Shelter, Whole of Lot	Each Lot	Every other Lot
2.	Easement for Services, Whole of Lot	Each Lot	Every other Lot
3.	Easement for Future Services, Whole of Lot	Each Lot	Every other Lot
4.	Right of Carriageway 'C', Variable Width & Limited in Stratum	Lot 1 Lot 2	Lots 2 & 3 Lot 3
5.	Easement for Emergency Egress 'E', Variable Width & Limited in Stratum	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2
6.	Easement for Access 'A', Variable Width & Limited in Stratum	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2
7.	Easement for Future Access and Emergency Egress, Whole of Lot	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2
8.	Easement for Lift Access 'L', Variable Width & Limited in Stratum	Lot 1 Lot 2 Lot 3	Lots 2 & 3 Lots 1 & 3 Lots 1 & 2

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 1 (Creation)
(Continued)**

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9.	Easement for Public Access 'P', Variable Width & Limited in Stratum	Lot 1	North Sydney Council
10.	Positive Covenant (Stormwater OSD)	Lot 1	North Sydney Council
11.	Restriction on the Use of Land (Stormwater OSD)	Lots 1-3	North Sydney Council

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

PART 2 (Terms)**1. Definitions and interpretation****1.1 Definitions**

In this instrument:

Benefited Lot means the relevant land (if any) referred to in the fourth column of the table in Part 1 of this instrument.

Burdened Lot means the relevant land referred to in the third column of the table in Part 1 of this Instrument and if that land becomes a Strata Scheme then the Common Property of that Strata Scheme.

Council means the North Sydney Council or its successor.

Detention System means in relation to the Burdened Lot the stormwater drainage detention basin or tank constructed or to be constructed on the Burdened Lot in accordance with the requirements of Council including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on any part of the Burdened Lot.

Development Works has the same meaning as in the building management statement registered on the Burdened Lot or strata management statement attached to the Strata Scheme.

Grantee means the owner of an estate in fee simple or mortgagee in possession of the Lot Benefited, from time to time.

Grantor means the owner of an estate in fee simple or a mortgagee in possession of the Lot Burdened, from time to time.

Instrument means this instrument registered with the Plan pursuant to s.88B *Conveyancing Act 1919 (NSW)*.

Owner means:

- (a) the registered proprietor of the Burdened Lot and its successors (including those claiming under or through the registered proprietor), or
- (b) if the Burdened Lot is the subject of a Strata Scheme, the Owners Corporation.

Owner's Corporation means the owners corporation constituted under the *Strata Schemes Management Act 2015* for a Strata Scheme.

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 2 (Terms)
(Continued)**

Retention System means in relation to the Burdened Lot the stormwater retention and re-use tank or other device constructed or to be constructed on the Burdened Lot in accordance with the requirements of the Council including all ancillary, gutters, leaf gutter guards, downpipes, pipes, drains, filter, pump, delivery plumbing, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to retain and re-used and control stormwater located on any part of the Burdened Lot.

Service has the same meaning given in the Conveyancing Act 1919 and includes stormwater and sewerage.

Shared Facility has the meaning given in the *Conveyancing Act 1919*.

Strata Scheme has the meaning given in the *Strata Schemes Management Act 2015*.

1.2 Interpretation

For the purposes of this instrument, the following rules of interpretation apply:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause, respectively, of this instrument.
- (e) Unless stated otherwise, one provision does not limit the effect of another.
- (f) A reference to any Law or to any provision of any Law includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (g) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.
- (h) Headings contained in this instrument are for information purposes only and must not affect the interpretation of this instrument.
- (i) The terms implied by s.88A(2) and Schedule 4A Part 9 of the *Conveyancing Act 1919* are excluded.

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Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated****PART 2 (Terms)
(Continued)****2. Terms of Easement for Support & Shelter numbered 2 in the plan:**

- (a) An easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the Lot Benefited by those parts of the Lot Burdened and any structures erected on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.
- (b) The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:
 - (i) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and
 - (ii) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.
- (c) If a strata management statement is registered under the Development Act resulting in the creation of an easement for support and shelter under section 8AA of the Development Act and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.
- (d) If a Strata Plan subdividing a Lot Benefited is registered resulting in the creation of an easement for support and shelter under section 8AA of the Development Act, and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.

Name of authority whose consent is required to release, vary or modify the Easement for Support & Shelter numbered 1 in the plan:

North Sydney Council

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 2 (Terms)
(Continued)**

3. Terms of Easement for Services and Easement for Future Services numbered 1 and 3 in the plan:

- (a) The Grantee and its Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to:
- (i) the uninterrupted passage through a Burdened Lot of any Services to or from the Benefited Lot;
 - (ii) use any Service Equipment in a Burdened Lot through which a Service passes to or from the Benefited Lot (Relevant Service Equipment);
 - (iii) enter, remain in and use any plant rooms in the Burdened Lot where Relevant Service Equipment is located;
 - (iv) have Relevant Service Equipment supported vertically, horizontally and in each other plane by a Burdened Lot; and
 - (v) carry out Works in relation to Relevant Service Equipment that is not a Shared Facility and enter and remain in a Burdened Lot, together with any Equipment necessary for that purpose, for a reasonable time to carry out those Works.
- (b) The Grantee has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in the Burdened Lot Service Equipment associated with a Service to or from a Benefited Lot which is additional to the Service Equipment actually existing at the date of registration of this Instrument and this easement applies to such additional Service and Service Equipment as though they existed at the date of registration of this Instrument.
- (c) The Grantee and the Grantor acknowledge that:
- (i) some of the Services and associated Service Equipment may be Shared Facilities;
 - (ii) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
 - (iii) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.

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Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated****PART 2 (Terms)
(Continued)**

- (d) The Grantee must:
- (i) not permit Relevant Service Equipment which is not a Shared Facility to become a hazard or a nuisance; and
 - (ii) at its cost carry out Works to such Relevant Service Equipment as and when required, to ensure compliance with clause 2(d)(i).
- (e) Before carrying out any Works under this easement on a Burdened Lot, the Grantee must:
- (i) provide to the Grantor a Schedule of Works;
 - (ii) provide to the Grantor any other information which the Grantor reasonably requires in order to consider the effect of the Works: and
 - (iii) obtain the consent of the Grantor to the carrying out of the Works.
- (f) The Grantor may withhold consent under clause 1.5(a)(iii) to carry out the Works if, in the reasonable opinion of the Grantor:
- (i) the carrying out of the Works;
 - (ii) the physical result after the Works are carried out; or
 - (iii) both the carrying out of the Works and the physical result after the Works are carried out,
- will, either temporarily or permanently, interrupt, interfere with or prevent, to an unreasonable extent, the use and enjoyment of the Burdened Lot by the Grantor or any occupier of the Burdened Lot.
- (g) The Grantor may not withhold consent under clause 1.5(a)(iii) if the Works:
- (i) need to be carried out in circumstances which involve an emergency or a danger to public safety;
 - (ii) are necessary to enable the Grantee to comply with its obligations under this easement;
 - (iii) are necessary to enable the Grantee to comply with its obligations under the Management Statement; or

.....
Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 2 (Terms)
(Continued)**

- (iv) result from or arise out of any Law or requirements of any relevant Authority.

- (h) The Grantee must, while works are being carried out in a Burdened Lot under this easement, take all reasonable steps:
 - (i) to minimise interruption to or interference with any Service:
 - (ii) to minimise interruption or interference with the use and enjoyment of the Burdened Lot; and
 - (iii) to ensure that:
 - (A) all necessary safety measures are taken;
 - (B) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
 - (C) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened Lot;
 - (D) any damage caused to the Burdened Lot is made good as soon as reasonably practicable; and
 - (E) as soon as reasonably practicable after completing of the Works, the Burdened Lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

- (i) The Grantee and the Grantor must, in good faith, consult with each other in relation to the nature and timing of the Works in the Burdened Lot with a view of reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

Name of authority whose consent is required to release, vary or modify the Easement for Services and Easement for Future Services numbered 1 and 3 in the plan:

North Sydney Council

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 2 (Terms)
(Continued)**

4. Terms of Right of Carriageway, Variable Width & Limited in Stratum denoted 'C' numbered 4 in the plan:

- (a) The Grantee and any Authorised Person of the Grantee have the full and free right to go, pass and repass the Easement Site:
 - (i) at all times;
 - (ii) for all purposes;
 - (iii) with or without Vehicles.

to access the Benefited Lot or any part of the Benefited Lot.
- (a) In exercising rights under this easement, the Grantee and any Authorised Persons must:
 - (i) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (ii) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
 - (iii) only use the Easement Site for its intended purpose;
 - (iv) not to cause any damage to the Burdened Lot and any improvements on it;
 - (v) comply with the Management Statement and any Rules; and
 - (vi) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- (b) The Grantee and the Grantor acknowledge that:
 - (i) the Easement Site is a Shared Facility;
 - (ii) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
 - (iii) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 2 (Terms)
(Continued)**

- (c) The Grantee and its Authorised Persons must not:
 - (i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;
 - (ii) obstruct use of the Easement Site by any person.
- (d) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.

Name of authority whose consent is required to release, vary or modify the Right of Carriageway numbered 4 in the plan:

North Sydney Council

.....
Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated****PART 2 (Terms)
(Continued)****5. Terms of Easement for Access, Variable Width & Limited in Stratum denoted as 'A' and Emergency Egress, Variable Width & Limited in Stratum denoted as 'E' and Easement for Future Access and Emergency Egress, Whole of Lot numbered 6, 5 and 7 in the plan:**

- (a) The Grantee and its 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:
 - (i) in an emergency;
 - (ii) in the case of a fire or fire drill purposes; or
 - (iii) if the lifts are not operational or are otherwise unavailable.
- (b) In exercising the powers granted under this Easement, a Grantee must:
 - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
 - (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (iii) make good any collateral damage.
- (c) A Building Management Statement or Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (d) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (e) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority whose consent is required to release, vary or modify the Easements numbered 3, 5 and 8 in the plan:

North Sydney Council

.....
Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 2 (Terms)
(Continued)**

**6. Terms of Easement for Lift Access, Variable Width & Limited in Stratum denoted as
'L' numbered 8 in the plan:**

- (a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may use the Lift within the Easement Site and pass and repass over the Easement Site:
 - (i) on foot;
 - (ii) with wheelchairs or other disabled access aids; and
 - (iii) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).
- (b) The Grantee and its Authorised Users may use the Lift to transport Bulky Items and Goods.
- (c) 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:
 - (i) is not properly clothed;
 - (ii) is drunk or under the influence of drugs;
 - (iii) loiters or causes excessive noise;
 - (iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
 - (v) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- (d) In exercising the powers granted under this Easement, a Grantee must:
 - (i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
 - (ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (iii) make good any collateral damage.

.....
Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated****PART 2 (Terms)
(Continued)**

- (e) A Building Management Statement or Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (f) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (g) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority whose consent is required to release, vary or modify the Easement for Lift Access numbered 8 in the plan:

North Sydney Council

7. Terms of the Easement for Public Access, Variable Width & Limited in Stratum denoted 'P' numbered 9 in the plan:

7.1 Subject to clause 7.3, the authority benefited and any person authorised by the authority benefited and members of the public ("Authorised Users") have full and free right to:

- (a) go, pass and repass over the Easement for Public Access area:
 - (i) on foot; and/or
 - (ii) with wheelchairs or other disabled access aids; and/or
 - (iii) with or without animals; and/or
 - (iv) with bicycles, tricycles or other similar non-motorised machine other than motorised scooters or similar for mobility (being walked or ridden); and/or
 - (v) without vehicles, skateboards, rollerblades or the like.

.....
Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

**PART 2 (Terms)
(Continued)**

- 7.2 The Easement for Public Access must be open for use by the authority benefited and any Authorised User at least between the hours of 06.00 to 22.00, 7 days a week.
- 7.3 In exercising the rights granted by this easement, the authority benefited and any authorised User must:
- (a) cause as little disturbance & inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened; and
 - (b) cause no damage to the lot burdened and any improvements on it;
 - (c) make good any collateral damage caused by the authority benefited and any authorised user;
 - (d) comply with any Building Management Statement, all applicable laws and approvals and requirements of all Authorities; and
 - (e) obey any reasonable requirements and directions of the owner of the lot burdened whilst in the Easement for Public Access area.
 - (f) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible
- 7.4 The owners and any future owners of the lot(s) burdened will be responsible for the maintenance, cleaning and upkeep of the Easement site.
- 7.5 For the purposes of this clause, Council acknowledges and agrees that the rights granted under this easement may be restricted by the Granter
- (a) at times determined by the Granter (acting reasonably having regard to the fact that the Easement Site is intended to function as a permanent public accessway) in compliance with any Building Management Statement; and

.....
Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
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**PART 2 (Terms)
(Continued)**

7.6 Maintenance and repair of shared accessway

The Granter must at its own cost:

- (a) maintain the Easement Site in good repair and safe condition and adequately lit to the reasonable satisfaction of the authority benefited; and
- (b) repair or restore (or both) any or all of the surface of the designated accessway path to a safe and good condition.

7.7 The Grantor must at all times maintain in force an insurance policy for public risk and public liability for at least \$20 million in respect of each event.

Name of authority whose consent is required to release, vary or modify the Easement for Public Access numbered 9 in the plan:

North Sydney Council

.....
Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
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Dated**

**PART 2 (Terms)
(Continued)**

8. Terms of the Positive Covenant numbered 10 in the plan:

The registered proprietor of the land hereby burdened (herein called the "proprietor") in respect of the on-site stormwater detention system (herein called the "System") constructed on the land to:

- (a) Clean, maintain and repair all pits, basins, tanks, pipelines, orifice plates, trench barriers, walls, earth banks and other structures, gutters, leaf gutter guards, downpipes, 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 North Sydney Council (herein called the "Council") shall have the right to enter upon the burdened lot 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 proprietor has not within fourteen (14) days of the date of receipt by the proprietor 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 proprietor forthwith upon demand.

Name of authority whose consent is required to release, vary or modify the Positive Covenant numbered 10 in the plan:

North Sydney Council

.....
Council Authorised Delegate

Plan: DP1309513**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated****PART 2 (Terms)
(Continued)****9. Terms of the Restriction On The Use of Land numbered 11 in the plan:**

The registered proprietor of the land hereby burdened (herein called the "proprietor") covenant with North Sydney Council (herein called the "Council") in respect of the on-site stormwater detention system (herein called the "System") constructed on the~

- (a) Not to erect or suffer to permit any building, structure or erection on the whole or erection on the part of the land hereby 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 proprietor of the land hereby burdened of his 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 whose consent is required to release, vary or modify the Restriction on the Use of Land numbered 11 in the plan:

North Sydney Council

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Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

Seals & Signatures

Executed by **DEICORP PROJECTS (ROSEBERY) PTY LTD, ACN 624 882 597**
In accordance with section 127 of the Corporations Act:

.....

Name: **FOUAD DEIRI**

Authority: **Sole Director / Secretary**

.....
Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

Seals & Signatures

Executed by **MAXCAP SECURITY PTY LTD, ACN 608 102 263**
Mortgagee VIDE AS808652

.....
Council Authorised Delegate

Plan: **DP1309513**

**Plan of BUILDING STRATUM SUBDIVISION
OF LOT 1 IN DP1305704 Covered by
Subdivision Certificate No.
Dated**

Seals & Signatures

Approved by **City of Sydney**

Authorised Officer as Delegate of North Sydney Council
pursuant to Section 378 of Local Government Act 1993.

.....
Signature of Witness

.....
Signature of Authorised Delegate

.....
Name of Witness

.....
Authorised Delegate's Name

.....
Address of Witness

.....
Authority of Delegate

.....
Council Authorised Delegate

Office Use Only Registered: Title System: TORRENS	Office Use Only DP1309513
PLAN OF BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1305704	LGA: SYDNEY Locality: ROSEBERY Parish: ALEXANDRIA County: CUMBERLAND
Survey Certificate I,.....JOHN WALTON..... Of.....DAW & WALTON PTY LTD..... PO Box 3222, REDFERN NSW 2016..... survey@daw-walton.com.au..... 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, or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A'-'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: Dated: Surveyor Identification No: 8430..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.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: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP1305704	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 4550-19DP	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

DP1309513

**PLAN OF BUILDING STRATUM
SUBDIVISION OF
LOT 1 IN DP1305704**

Subdivision Certificate number:

Date of Endorsement:

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

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

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality
1					CROWSNEST
2					CROWSNEST
3					CROWSNEST

Pursuant to section 88B of the
Conveyancing Act 1919, as amended,

It is intended to create:

1. Easement for Support & Shelter, Whole of Lot
2. Easement for Services, Whole of Lot
3. Easement for Future Services, Whole of Lot
4. Right of Carriageway 'C', Variable Width & Limited in Stratum
5. Easement for Emergency Egress 'E', Variable Width & Limited in Stratum
6. Easement for Access 'A', Variable Width & Limited in Stratum
7. Easement for Future Access and Emergency Egress, Whole of Lot
8. Easement for Lift Access 'L', Variable Width & Limited in Stratum
9. Easement for Public Access 'P', Variable Width & Limited in Stratum
10. Positive Covenant (Stormwater OSD)
11. Restriction on the Use of Land (Stormwater OSD)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4550-19DP

Office Use Only

Office Use Only

Registered:

DP1309513

**PLAN OF BUILDING STRATUM
SUBDIVISION OF
LOT 1 IN DP1305704**

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

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

Subdivision Certificate number:

Date of Endorsement:

Executed by **DEICORP PROJECTS (CROWS NEST) PTY LTD, ACN 634 671 284****In accordance with section 127 of the Corporations Act 2001:**

.....

Name: **FOUAD DEIRI**Authority: **Sole Director / Secretary**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4550-19DP

Office Use Only

Office Use Only

Registered:

DP1309513**PLAN OF BUILDING STRATUM
SUBDIVISION OF
LOT 1 IN DP1305704**

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

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

Subdivision Certificate number:

Date of Endorsement:

Executed by Mortgagee

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4550-19DP

Date : 28-08-24

Deicorp
Level 2,
161 Redfern Street,
Redfern NSW 2016



Lot 1 in DP1305704 ~ Pacific Highway, Crows Nest		4950-20	
Instruments to be released / extinguished			
Prior Title	Address (as per SIX)	Burdened	
		Creating Document	Easement Type
1/29672	423 Pacific Highway, Crows Nest	H272859	Cross Easements (for party wall/s)
2/29672	3 Falcon Street, Crows Nest	H272859	Covenant
		H272859	Easement for Sewerage
		H272859	Easement for Drainage
		H272859	Cross Easements (for party wall/s)
		H368960	Cross Easements (for party wall/s)
3/29672	7 Falcon Street, Crows Nest	B949465	Right of Way
		H272859	Right of Footway
		H368960	Right of Footway
		H575836	Right of Footway
		H632280	Right of Footway
		H695492	Right of Footway
		H695495	Right of Footway
		H865566	Right of Footway
		H272859	Easment for Sewerage and Drainage
		H368960	Easment for Sewerage and Drainage
		H368960	Cross Easements (for party wall/s)
		H575836	Cross Easements (for party wall/s)
		H368960	Easement for Drainage of Roofwater
		H575836	Easement for Drainage of Roofwater
		H695492	Easement for Drainage of Roofwater
		H865566	Easement for Drainage of Roofwater
		H575836	Easement for Sewerage and Sullage Water
		H695492	Easement for Sewerage and Sullage Water
		H865566	Easement for Sewerage and Sullage Water
4/29672	419 Pacific Highway, Crows Nest	H272859	Cross Easements (for party wall/s)
		H368960	Cross Easements (for party wall/s)
		H575836	Cross Easements (for party wall/s)
5/29672	417 Pacific Highway, Crows Nest	H575836	Cross Easements (for party wall/s)
		H695492	Cross Easements (for party wall/s)
6/29672	415 Pacific Highway, Crows Nest	H632280	Cross Easements (for party wall/s)
		H695492	Cross Easements (for party wall/s)
7/29672	413 Pacific Highway, Crows Nest	H315321	Cross Easements (for party wall/s)
		H272859, H368960, H575836 & H632280	Right of Footway
		H368960, H550097, H575836 & H632280	Easement for Roof Water Drainage
		H550097	Easement for Sewerage and Sullage Water

Date : 28-08-24

Deicorp
Level 2,
161 Redfern Street,
Redfern NSW 2016



Instruments to be released / extinguished			
Prior Title	Address (as per SIX)	Burdened	
		Creating Document	Easement Type
8/29672	411 Pacific Highway, Crows Nest	H315321	Cross Easements (for party wall/s)
9/29672 (AC 8322-109)	407 Pacific Highway, Crows Nest	H315321	Cross Easements (for party wall/s)
10/29672 (AC 8322-109)	408 Pacific Highway, Crows Nest	H272859	Rights of Carriageway
		H315321	Easements for Sewerage
		H315321	Easements for Roof Water Drainage
		H575836	Easements for Roof Water Drainage
11/29672	8 Alexander Street, Crows Nest	H272859	Right of Footway
		H550097	Right of Footway
		H368960	Easement for Drainage of Roof Water
		H550097	Easement for Drainage of Roof Water
4/16402 (AC 4753-25)	395 Pacific Highway, Crows Nest	K770818	Right of Carriageway

Note: It is intended to Release / Extinguish all easements, restrictions & covenants currently burdening the land prior to the registration of the Building Stratum Subdivision, subject to approval/registration by the NSWLRS.


John Walton
Registered Surveyor