

Amended Planning Agreement

39-47 Belmore Street, 6-14 Conder Street & 11-19
Wynne Avenue Burwood

Burwood Council

(ABN 84 362 114 428)

Anson City Developments 2 (Australia) Pty Limited

(ACN 101 638 573)

Kapau Holdings Pty Limited

(ACN 003 401 965)

MILLS OAKLEY LAWYERS

Level 12, 400 George Street
SYDNEY NSW 2000

Telephone: +61 2 8289 5800

Facsimile: +61 2 9247 1315

www.millsOakley.com.au

Ref: AJWS/AYCS/3183405

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



Contents

1. Defined meanings	4
2. Planning Agreement under the Act	5
3. Application of this Document	5
4. Operation of this Planning Agreement	5
5. Contributions	5
6. Council Dedication	5
7. Delay by Owner and/or Developer	9
8. Long term lease of land from Council to Owner	9
9. Additional floor space	9
10. Additional height	10
11. Conversion of serviced apartments	10
12. Building Naming Rights	10
13. Strata Management Statement	11
14. Communications between the parties	11
15. Request for Access	13
16. Major Floor Penetrations	13
17. Works	13
18. Contribution for works to be carried out by Council	15
19. Registration of this Document	15
20. Release and discharge of Document	16
21. Termination of the Document	16
22. Dispute resolution	16
23. Developer to provide security	17
24. Restriction on dealings	18
25. Notices	18
26. Approvals and consent	20
27. Costs	20
28. Entire Planning Agreement	20

Owner: Initial Here

Developer: Initial Here

Attorney: Initial Here

29. Further acts	20
30. Governing law and jurisdiction	20
31. Joint and individual liability and benefits	20
32. No fetter	20
33. Representations and warranties	21
34. Severability	21
35. Modification	21
36. Waiver	21
37. GST	21
38. Definitions and interpretation	21
Execution Page	25

Schedules

Schedule 1	Calculation of Development Contribution Offset	27
Schedule 2	Requirements Under Section 93F of the Act	28
Schedule 3	Architectural Drawings	30
Schedule 4	Draft Stratum Subdivision Plan	42
Schedule 5	Carpark Specification	55
Schedule 6	Building Services Specification	57
Schedule 7	Fixtures Schedule	60
Schedule 8	Finishes Schedule	69
Schedule 9	Façade Outline Performance Specification	78
Schedule 10	Future Link Bridge Connection	91
Schedule 11	Private Hardscape Land to be Dedicated to Council and Land the Subject of the 99 Year Lease	95
Schedule 12	Stratum Plan Showing Land to be Leased to the Owner by Way of 99 Year Lease	98
Schedule 13	Responsibilities of Council and Developer in Relation to Carrying Out of Works	100
Schedule 14	Explanatory Note	107
Schedule 15	Security Terms	112

Planning Agreement

Dated 23 January 2020

Parties

1. **Burwood Council** (ABN 84 362 114 428) of Suite 1, Level 2, 1-17 Elise Street, Burwood NSW 2134 (**Council**).
2. **Anson City Developments 2 (Australia) Pty Limited** (ACN 101 638 573) of Level 2, Unit A207, 339-345A Sussex Street, Sydney NSW 2000 (**Owner**).
3. **Kapau Holdings Pty Limited** (ACN 003 401 965) of Level 2, Unit A207, 339-345A Sussex Street, Sydney NSW 2000 (**Developer**).

Background

- A. The Developer has obtained a Development Consent (DA 31/2013) for the Land for a mixed use development comprising 3 buildings, including an 18 storey building (Building B), 18 storey building (Building C) and a 10 storey building (Building A).
- B. The Development Consent was granted by the Sydney East Joint Regional Planning Panel on 2 October 2013 and has since been modified.
- C. The Developer intends to carry out development on behalf of the Owner.
- D. The Developer has obtained Further Development Consent for the Land (DA193/2015), which provides approval for the development contemplated by DA 31/2013 (as modified) but with the following changes:
 - (a) conversion of space approved for four levels of serviced apartments in lower levels of Building A to 4,036 sqm of gross commercial office space
 - (b) dedication of at least the 4,036 sqm of gross commercial office space of Building A plus 55 car spaces to Council and a Stratum Subdivision of these areas
 - (c) construction of a linking bridge between Building A and the Burwood Library, dedication of the linking bridge to Council and a Stratum Subdivision of this area.
 - (d) conversion of all approved (in accordance with DA31/2013) serviced apartments in Building A to residential apartments (a total of 90 apartments and 8945 sqm of FSA)
 - (e) an addition of one storey to Building A for residential apartments (being relocation of some of the apartments being converted to commercial office space)
 - (f) an addition of four storeys to Building B for residential apartments (two floors representing relocation of some of the apartments converted to commercial office space in Building A and two floors of additional apartments)
 - (g) an addition of one storey to Building C for additional residential apartments

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



- (h) the proposed total FSA is 48,461 sqm which exceeds the permissible FSA by 6,670 sqm (15.9%)
- E. The parties agree that the Council Dedication:
- (a) will be provided to Council by the Owner at no cost to Council; and
- (b) will result in land being provided to Council to be used for a public purpose.
- F. The parties agree that the original market value of the development the subject of the Council Dedication was \$21,500,000 - \$29,000,000, exclusive of the land identified in Schedule 11.
- G. The parties agree that the Council will grant the Owner a 99 year lease for part of Lot 10 DP79032, which is immediately adjacent to the Land.
- H. The parties agree that the original estimated development cost for the development the subject of the Council Dedication was \$18,505,000 including the value of the fitout now to be provided to Council in "K" below.
- I. The parties agree that, absent this Planning Agreement, a Development Contribution of **\$21,805,520** would be payable under the Further Development Consent.
- J. The parties agree that the Council Dedication will be provided in lieu of the payment of the Development Contribution.
- K. The Developer will pay the Council \$939,051.00 + GST to cover Council's costs associated with carrying out fit-out works on part of the land the subject of the Council Dedication.
- L. The Further Development Consent will exceed the FSR controls and height controls under the LEP and, accordingly, the development application for the Further Development Consent was accompanied by a request to vary the FSR and height development standard pursuant to clause 4.6 of the LEP.
- M. The exceedance of the FSR control by 15.9% was assessed by Council and approved by the Joint Regional Planning Panel.

Operative provisions

1. Defined meanings

Words used in this Planning Agreement and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

2. Planning Agreement under the Act

The parties agree that this document is a planning agreement governed by Subdivision 2 of Part 7 of the Act. Schedule 2 summarises how this Planning Agreement is compliant with the Act.

3. Application of this Document

- 3.1 This document applies to:
- (a) the Land; and
 - (b) the Development Consent; and
 - (c) The Further Development Consent.

4. Operation of this Planning Agreement

- 4.1 This Planning Agreement takes effect on the date it is executed by the parties.

5. Contributions

- 5.1 Section 94 is excluded in respect of the Further Development Consent.
- 5.2 Section 94A is excluded in respect of the Further Development Consent.
- 5.3 Section 94EF is not excluded in respect of the Further Development Consent.
- 5.4 The parties agree that, absent this Planning Agreement, a Development Contribution of **\$21,805,520** would be payable under the Further Development Consent.
- 5.5 The parties agree that the Council Dedication will be provided in lieu of the payment of the Development Contribution in respect of the Further Development Consent.
- 5.6 Schedule 1 of this Planning Agreement identifies the basis for the calculation of the Development Contribution.

6. Council Dedication

- 6.1 The Council Dedication will be provided to Council by the Owner at no cost to Council and will result in land being provided to Council to be used for a public purpose.

- 6.2 The Council reserves the right to sell or lease the Council Dedication at a future date, and acknowledges such funds received from such sale or lease will be used by Council for a public purpose.
- 6.3 The original market value of the development the subject of the Council Dedication is between \$21,500,000 - \$29,000,000 exclusive of the land identified in Schedule 11.
- 6.4 The original estimated development cost for the development the subject of the Council Dedication is \$18,505,000 including the value of the fitout now to be provided to Council in "J" above.
- 6.5 Schedule 1 of this Planning Agreement identifies the basis for the calculation of the market value of the development and the estimated development cost.

Timing of Council Dedication

- 6.6 The Owner will give effect to the Council Dedication by the Sunset Date subject to any reasonable extension of time pursuant to clause 7.15 of this Planning Agreement, and in accordance with this Planning Agreement
- 6.7 The Owner is to provide Council access to the land to which the Council Dedication relates six months prior to the Sunset Date for the purpose of allowing Council to undertake the fit-out of the development the subject of the Council Dedication.
- 6.8 The Owner agrees to provide Owner's Consent as necessary to enable the fit-out of the land to which the Council Dedication relates.
- 6.9 The Council acknowledges and agrees that any access, occupation and use of the land which the Council Dedication relates, to enable the fit-out referred to in clause 7.7 to be carried out:
- (a) At its own risk; and
 - (b) With as little noise, disturbance and inconvenience caused to the Owner or Developer (or any authorised representative of the Owner or Developer) as possible.
- 6.10 As part of the agreement to provide the Council with access to the land to which the Council Dedication relates six months prior to the Sunset Date, the Council indemnifies the Owner against:
- (a) Any liability, loss, claim, damages, costs and expenses suffered or incurred by the Owner arising from or in connection with the carrying out of the fit-out or the use of, and access to the land to which the Council Dedication relates; and
 - (b) Any financial penalties that the Owner may incur, including default in contract or the like caused by any delay in completion of the works the subject of the Development Application, that arise as a direct result of the Council's access to the land to which the Council Dedication relates ahead of the Sunset Date. The Council acknowledges that the financial penalties the Owner may incur as a result of breach of construction contract are \$27,380.00 per day as at the date of this Planning Agreement.
- 6.11 The Council will only be liable for such indemnity in circumstances where the Council has been given notice by the Developer of any issue that has arisen, and the Developer has given the Council at least 24 hours notice to rectify that particular issue. The Developer is only required to give the Council notice in accordance with this clause 7.11 in circumstances where the Developer ought reasonably to have been aware of such an


issue arising. Should such notice not be given by the Developer the Council will not be liable to indemnify the Developer in accordance with clause 7.10 at all.


- 6.12 The Owner agrees to notify the Council one month prior to the works to the link bridge the subject of the Council Dedication being undertaken.
- 6.13 In undertaking the works to the link bridge the subject of the Council Dedication, the Owner and Developer agree to cause the Council as little noise, disturbance and inconvenience as reasonably possible.
- 6.14 The Council agrees to accept the Council Dedication and undertake all reasonable steps to have all aspects of the Council Dedication registered with the Land Titles Office. The Council, the Owner and the Developer agree that the Council Dedication should be exempt from stamp duty pursuant to section 277 of the *Duties Act 1997* (NSW). In the event that stamp duty is found to be payable, Council should take steps to obtain an exemption from paying any stamp duty from the Office of State Revenue. If this exemption cannot be obtained after all reasonable steps to obtain such an exemption have been exhausted, then the Owner will be liable for stamp duty payable on the dedication.

6.15 Extension of Term

- (a) The Sunset Date may be extended as a result of events of delay that are beyond the Owner and the Developer's control, including in circumstances where there is:
- (i) damage to the development the subject of this Planning Agreement or delay caused by fire, explosion, earthquake, storm, catastrophic event caused by natural causes, tempest, civil commotion, terrorism or any like occurrence including war;
 - (ii) delay caused by an act of public enemy, terrorism or declaration of war;
 - (iii) delay caused by any civil commotion, riot or industrial action beyond the control of the Owner or the Developer which prevents the development the subject of this Planning Agreement from proceeding;
 - (iv) delay in any responsible Authority giving any necessary approval or consent or any other necessary legislative requirement;
 - (v) delay caused by court order, including an injunction;
 - (vi) delay caused by any late supply of materials necessary to the development the subject of this Planning Agreement;
 - (vii) delay caused by the bankruptcy or insolvency of any contractor or sub-contractor engaged by the Owner or Developer or any Authorised Representative of the Owner or Developer for the purpose of the works the subject of this Planning Agreement;
 - (viii) delay caused as a result of the Council's early access to the land to which the Council Dedication relates as contemplated by clause 7.9 of this Planning Agreement;
 - (ix) delay caused by rain, wind and inclement weather;
 - (x) delay caused by Latent Conditions;
 - (xi) delay caused by faults or issues arising from the supply or installation of any Miele appliances, Harvey Norman products, bathroom feature walls, interior or exterior tiles, lighting, door hardware, timber flooring, lifts and kitchen cabinets;

Owner: Initial Here 

Developer: Initial Here 

Attorney: Initial Here 

- (xii) delay caused by any owner, occupier or tenant of the premises neighbouring the Land;
- (xiii) delay arising for any amendment to the law governing this Planning Agreement;
- (xiv) delay arising from any reasonable claim by the Construction Manager for an extension of term to the Building Contract;
- (xv) delay arising from suspension of the Building Contract by the Owner or Developer;
- (xvi) delay arising from reasonable variation of the Building Contract;
- (xvii) delay caused by an act or omission of the contractor or subcontractor undertaking the works the subject of this Planning Agreement, beyond the reasonable control of the Owner or Developer; and
- (xviii) delay caused by termination of the contractor or subcontractor undertaking the works the subject of this Planning Agreement, by the Owner or Development, including as a result of the contractor or subcontractor:
 - (A) committing an act of bankruptcy;
 - (B) having a bankruptcy petition presented against him or her or presenting his or her own bankruptcy petition;
 - (C) being made bankrupt;
 - (D) making a proposal for a scheme of arrangement of a composition; or
 - (E) having a deed of assignment or deed or arrangement made, accepting a composition, being required to present a debtor's petition, or having a sequestration order made, under Part X of the *Bankruptcy Act 1966 (Cth)* or like provision under law.
- (b) The duration of the extension of time will be as determined by the Owner acting reasonably following notification by the Owner to the Council.
- (c) Council cannot unreasonably withhold consent to an extension of the Sunset Date.
- (d) Council may request evidence of the cause of the delay and its duration from the Owner if it considers necessary.
- (e) If the Council does not agree with the duration of the extension of time determined by the Owner, the Council may proceed to dispute resolution and issue a Notice of Dispute immediately, in accordance with clause 20.

7. Delay by Owner and/or Developer

- 7.1 If the Owner does not give effect to the Council Dedication by the sunset date, or such other date of extension in accordance with clause 7.15 of this Planning Agreement, liquidated damages in the sum of \$7,500 per day for every day after the Sunset Date or extended date will be owed forthwith by the Owner and the Developer to the Council until Council Dedication occurs.
- 7.2 The Owner and Developer acknowledge that liquidated damages are payable at the rate of \$7,500 per day to the Council, and that the Council may claim from the Owner and/or Developer the accrual of any liquidated damages as a debt due to the Council.

8. Long term lease of land from Council to Owner

- 8.1 The Council agrees to grant the Owner a ninety-nine year lease for the parcel of land known as part of Lot 10 in DP79032 as shown:
- a) As the area of land marked in blue on the plan at Schedule 11 of this Planning Agreement; and
 - b) On the Stratum Plan at Schedule 12 of this Planning Agreement.
- 8.2 The exact terms of the lease are to be negotiated between the Council and the Owner. However, the lease must:
- a) be for a minimum period of ninety-nine years; and
 - b) the Owner will pay consideration of \$1 for the term of the lease.
- 9.3 The Owner agrees to bear the cost of preparing this lease and for the registration of the lease with the Land Titles Office.
- 9.4 The Council undertakes to use its best endeavours to provide information necessary to the finalisation of the lease within 21 days of the execution of this Amended Planning Agreement.

9. Additional floor space

- 9.1 The development application for the Further Development Consent was accompanied by a request to vary the floor space development standard pursuant to clause 4.6 of the LEP to allow for an increase of:
- (a) residential floorspace of 42,462 sqm
 - (b) commercial floorspace of 4,036 sqm
 - (c) retail floorspace of 1,963 sqm
 - (d) total floorspace of 48,461 and total FSR of 4.77:1

The total increase of floor space is 6,670 sqm above that permissible under the Burwood LEP 2012 (total increase of 15.9%).

10. Additional height

- 10.1 The Further Development Consent was accompanied by a request to vary the height of buildings development standard pursuant to clause 4.6 of the LEP to allow for an increase of between 6.4 and 7.0m for Building A (average increase 6.7m), between 11.0 and 12.0m for Building B (average increase 11.5m) and between 1.6 and 4.0m for Building C (average increase 2.8m).

11. Conversion of serviced apartments

- 11.1 The Further Development Consent provides for conversion of all 90 serviced apartments in Building A approved under DA31/2013 to residential units (representing 8,945 sqm of FSA).
- 11.2 The increase in value of the development to the Developer by reason of this conversion of serviced apartments in Building A to residential units represents additional consideration to the Owner for the Council Dedication.

Schedule 1 of this Planning Agreement identifies the basis for the calculation of the increase in value of the development to the Developer by reason of the conversion.

12. Building Naming Rights

- 12.1 The Council has the right to name the portion of the building in which the commercial office space provided by way of the Council Dedication is located. No naming rights are provided to the Council in respect of the remainder of the development the subject of the Further Development Consent.
- 12.2 The parties agree that Building A is to be known as '8 Conder Street, Burwood' and in accordance with clause 12.1 of this Planning Agreement.
- 12.3 The Owner agrees to provide Owner's consent and to facilitate access as required, to permit Council to erect signage within the signage zones as depicted on the architectural drawings annexed at Schedule 3 of this Planning Agreement.
- 12.4 The rights provided by way of clause 12.1 do not permit the Council to erect, or seek development consent for the erection of, any external signage except in respect of the external walls of the commercial office space provided by way of the Council Dedication.

13. Strata Management Statement

- 13.1 Each of the Council and the Owner may engage a third party to review any clause of any Strata Management Statement for the Land that relates to the apportionment of costs associated with the Council Dedication only.
- 13.2 The Owner is to provide the Council with a copy of the Strata Management Statement prior to the first meeting of the Strata Management Committee which the Strata Management Statement relates, insofar as reasonably possible. The Council undertakes that it will not require any amendments to the Strata Management Statement that would unreasonably interfere with the rights and obligations of the Owner or Developer.


14. Communications between the parties


- 14.1 The Owner and the Developer agree to have monthly progress meetings with Council, at a date and time suitable to the Council, Owner and Developer.
- 14.2 If the Owner becomes aware of the following events arising, the Owner is to notify the Council as soon as reasonably practicable after the event has occurred, and at the monthly meeting provided for in clause 14.1 of this Planning Agreement:
- (i) damage to the development the subject of this Planning Agreement or delay caused by fire, explosion, earthquake, storm, catastrophic event caused by natural causes, tempest, civil commotion, terrorism or any like occurrence including war;
 - (ii) delay caused by an act of public enemy, terrorism or declaration of war;
 - (iii) delay caused by any civil commotion, riot or industrial action beyond the control of the Owner or the Developer which prevents the development the subject of this Planning Agreement from proceeding;
 - (iv) delay in any responsible Authority giving any necessary approval or consent or any other necessary legislative requirement;
 - (v) delay caused by court order, including an injunction;
 - (vi) delay caused by any late supply of materials necessary to the development the subject of this Planning Agreement;
 - (vii) delay caused by the bankruptcy or insolvency of any contractor or sub-contractor engaged by the Owner or Developer or any Authorised Representative of the Owner or Developer for the purpose of the works the subject of this Planning Agreement;
 - (viii) delay caused as a result of the Council's early access to the land to which the Council Dedication relates as contemplated by clause 7.7 of this Planning Agreement;
 - (ix) delay caused by rain, wind and inclement weather;
 - (x) delay caused by Latent Conditions;
 - (xi) delay caused by faults or issues arising from the supply or installation of any Miele appliances, Harvey Norman products, bathroom feature walls, interior or exterior tiles, lighting, door hardware, timber flooring, lifts and kitchen cabinets;


- (xii) delay caused by any owner, occupier or tenant of the premises neighbouring the Land;
- (xiii) delay arising for any amendment to the law governing this Planning Agreement;
- (xiv) delay arising from any reasonable claim by the Construction Manager for an extension of term to the Building Contract;
- (xv) delay arising from suspension of the Building Contract by the Owner or Developer;
- (xvi) delay arising from reasonable variation of the Building Contract;
- (xvii) delay caused by an act or omission of the contractor or subcontractor undertaking the works the subject of this Planning Agreement, beyond the reasonable control of the Owner or Developer; and
- (xviii) delay caused by termination of the contractor or subcontractor undertaking the works the subject of this Planning Agreement, by the Owner or Development, including as a result of the contractor or subcontractor:
 - (A) committing an act of bankruptcy;
 - (B) having a bankruptcy petition presented against him or her or presenting his or her own bankruptcy petition;
 - (C) being made bankrupt;
 - (D) making a proposal for a scheme of arrangement of a composition; or
 - (E) having a deed of assignment or deed of arrangement made, accepting a composition, being required to present a debtor's petition, or having a sequestration order made, under Part X of the *Bankruptcy Act 1966 (Cth)* or like provision under law.

14.3 All communications pursuant to this clause 14 must be in writing in accordance with clause 23 of this Planning Agreement. Such communications must:

- (i) describe the nature of the delay
- (ii) state the expected period of the delay
- (iii) set out the measures being taken to reduce the period of the delay
- (iv) provide a statement as to whether the Sunset Date is expected to change.

Owner: Initial Here 

Developer: Initial Here 

Attorney: Initial Here 

15. Request for Access

- 15.1 The Owner agrees to grant access to the Council to inspect the development the subject of this Planning Agreement up and until the Sunset Date.
- 15.2 The Council must provide five business days notice of a request pursuant to this clause 15.
- 15.3 The Owner and Developer agree that the Owner and Developer will facilitate a site induction for Council nominees and assist in meeting any specific requirements for the site of the development, the subject of this Planning Agreement.
- 15.4 Prior to accessing the development the subject of this Planning Agreement, the Council, or any authorised representative of the Council, must undertake to comply with:
- (a) all relevant provisions of the *Work Health and Safety Act 2011* (NSW); and
 - (b) Any workplace health and safety procedures imposed by the Owner, Developer or any authorised representative of the Owner or Developer.

16. Major Floor Penetrations

- 16.1 The Owner and the Council agree that the Council Dedication will require major floor penetrations.
- 16.2 The Council shall be responsible for any floor penetrations that are not provided for by the approved Architectural Drawings.
- 16.3 The Owner and Developer will provide for the slab penetrations for future internal staircases having dimensions of 3 metres wide by 7 metres deep, in accordance with Architectural Drawing DA-162 contained in Schedule 3 of this Planning Agreement.

17. Works

- 17.1 Without limiting any other provision of this Planning Agreement, the Works are to be carried out:
- (a) in a good and workmanlike manner; and
 - (i) to the reasonable satisfaction of Council; and
 - (ii) in accordance with the Building Code of Australia and National Construction Code; and
 - (iii) in accordance with the Carpark Specification set out in Schedule 5 of this Planning Agreement; and
 - (iv) in accordance with the Building Services Specification set out in Schedule 6 of this Planning Agreement; and
 - (v) in accordance with the Fixtures Schedule set out in Schedule 7 of this Planning Agreement; and
 - (vi) in accordance with the Finishes Schedule which is set out in Schedule 8 of this Planning Agreement; and

Owner: Initial Here

Developer: Initial Here

Attorney: Initial Here

- (vii) in accordance with the Façade Outline Performance Specification which is set out in Schedule 9 of this Planning Agreement
- (b) the Developer agrees to be responsible for the link bridge opening into the Council's library building, as depicted in the Future Link Bridge Connection Plans which are set out in Schedule 10 of this Planning Agreement, and will 'make good' this wall opening both internally and externally.
- (c) the responsibilities of both the Developer and the Council in relation to carrying out Works in relation to the Council Dedication as required by the Further Development Consent is set out in Schedule 13 of this Planning Agreement. Any item not specifically identified in Schedule 13 of this Planning Agreement is to be carried out by the Developer as the Developer's own cost.
- (d) the Owner and Developer agree that the Council will be provided exclusive use of the two lifts shaded in light blue on the following plans in Schedule 3 – Architectural Drawings:
 - (i) Level B2 – DA-160;
 - (ii) Level B1/Lower Ground – DA-161;
 - (iii) Ground Level – DA-162;
 - (iv) Level 1 – DA-163;
 - (v) Section 01 East/West Buildings A, B and C – DA-165;
 - (vi) Section 02 North/South Building A – DA-168
- (e) the Developer agrees that prior to the Sunset Date:
 - (i) the Owner and/or Developer will provide the Council access to the development the subject of this Planning Agreement and to inspect and sign-off on the standard of work and inclusions provided in the Council Dedication, which have been specified in this clause; and
 - (ii) the Owner and/or Developer will allow the Council access to the development the subject of this Planning Agreement to ensure that all floor/wall finishes are completed as per the Schedules, all fixtures and fittings are installed as per the Schedules, all water/electrical/lifts/air-conditioning fixtures are operational and all keys have been supplied.
- (f) the Owner and Developer agree that after the Sunset Date:
 - (i) Council will not be restricted from entering or exiting the Council Dedication on account of other work or construction by the Developer that may be continuing on the Land: and
 - (ii) Any defects identified by the Council (**defects**) will be rectified by the Owner and/or Developer within 90 days of such notice being given to the Owner and/or Developer in accordance with this Planning Agreement. Should the defects not be rectified to the Council's satisfaction, the Council may undertake the rectification works itself. The parties agree that the cost incurred by the Council for the rectification works shall be moneys due from the Owner and Developer to the Council.

Owner: Initial Here

Developer: Initial Here

Attorney: Initial Here

18. Contribution for works to be carried out by Council

- 18.1 The Developer agrees to pay the Council \$939,051.00 + GST to cover Council's costs of carrying out the Works outlined in Schedule 13 of this Planning Agreement.
- 18.2 This amount of \$939,051.00 + GST has been calculated on the approximate cost of carrying out the Works outlined in Schedule 13 as well as provisional sums:
- (a) for consultants fees:
 - (b) to account for some floor levelling as part of floor preparation for carpet (even though such levelling is unlikely to be required); and
 - (c) a 15.8% allowance to account for margins.
- 18.3 Under no circumstances will the Developer be required to pay any further monies in relation to the Works, even if the cost of carrying out the Works exceeds \$939,051.00 + GST.

19. Registration of this Document

- 19.1 The parties agree to promptly do all things necessary for the Owner and/or Developer to procure the registration of this Planning Agreement in the relevant folio of the Register for the Land in accordance with section 7.6 of the Act in accordance with this clause 18.1.
- 19.2 The Developer will obtain all consents to the registration of this document on the title to the land as required by Land and Property Information.
- 19.3 The Developer must within 20 Business Days of execution of this document produce to the Council:
- (a) Any letters of consent necessary for the registration of this document and any other documents that may be required by the Registrar-General;
 - (b) A copy of the production slip number as evidence that the certificate of title has been produced to the Land and Property Information for the purpose of the registration of the document; and
 - (c) A bank cheque for the registration fees payable in relation to the registration of this document on the title to the Land.
- 19.4 The parties must promptly comply with any requisitions that may be raised with regard to registration of this document from Land and Property Information.
- 19.5 Subject to clause 18.3(b) and 18.3(c) the Developer will register this document on the Land.
- 19.6 The Developer will notify the Council following registration of this document by the Developer.

20. Release and discharge of Document

- 20.1 The Council must promptly do all things reasonably required by the Developer and Owner to release and discharge this document with respect to any part of the Land (such that this document is no longer registered by the Registrar-General under section 7.6 of the Act in relation to that part of the Land) upon termination of the document under clause 20;
- 20.2 The Developer and Owner are released and discharged from their obligations under this document upon termination under clause 20.

21. Termination of the Document

- 21.1 Any party may terminate this document if:
- (a) The document commences, but the Further Development Consent lapses or is declared void or invalid;
 - (b) The Further Development Consent is surrendered within the meaning of the Act; or
 - (c) This document is superseded by a future document relating to the Land.

22. Dispute resolution

22.1 Notice of Dispute

If a party claims that a dispute has arisen under this document (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**). No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 21.1.

22.2 Response to Notice

Within 10 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

22.3 Negotiation

The nominated representative must:

- (a) meet to discuss the matter in good faith within 5 business days after service by the Respondent of notice of its representative;
- (b) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

22.4 Further Notice if Not Settled


If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**) by mediation under clause 21.5.

22.5 Mediation

If a party gives a Dispute Notice calling for the dispute to be mediated:

Owner: Initial Here 

Developer: Initial Here 

Attorney: Initial Here 

- (a) the parties must agree to the terms of reference of the mediation within 3 business days of the receipt of the Dispute Notice (the terms will include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the Mediator will be agreed between the parties, or failing agreement within 3 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the Mediator appointed pursuant to this clause 21.5 must:
 - (i) have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) the Mediator will be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (e) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (g) must convene and attend the mediation within 21 days of the date of the Dispute Notice;
- (h) in relation to costs and expenses:
 - (i) each party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (ii) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

22.6 Litigation

If the dispute is not finally resolved in accordance with this clause 21, either party is at liberty to litigate the dispute.

22.7 Continue to perform obligations

Each party must continue to perform its obligations under this document, despite the existence of a dispute.

23. Developer to provide security

The Developer has agreed to provide security to the Council for the performance of the Owner and Developer's obligations under this Planning Agreement by providing a Bank Guarantee to the Council in accordance with the terms and procedures set out in Schedule 12.

Owner: Initial Here

Developer: Initial Here

Attorney: Initial Here

24. Restriction on dealings

24.1 The Owner or the Developer are not to:

- (a) sell or transfer the Land; or
- (b) assign their rights or obligations under this Planning Agreement, or novate this Planning Agreement,

to any person unless:

- (c) the Developer (in the case of an assignment of its rights or obligations under this Planning Agreement or novating this Planning Agreement) or the Owner (in the case of the sale or transfer of the Land), as the case may be, has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's or Owner's rights or obligations under this Planning Agreement are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council; and
- (d) the Council has given written notice to the Developer or the Owner as the case may be, stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Planning Agreement, and
- (e) the Developer or the Owner as the case may be, is not in material breach of this Planning Agreement; and
- (f) the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

24.2 On the date of execution of this Planning Agreement, the Developer and the Owner grants to the Council a fixed and specific charge (**Charge**) over the Developer's and Owner's right, title and interest in the Land, to secure:

- (a) the performance of the Developer's and Owner's obligation to make Development Contributions under this Planning Agreement, and
- (b) any damages that may be payable to the Council, or any costs which may be incurred by the Council in the event of a breach of this Planning Agreement by the Developer or the Owner.

24.3 The Developer and Landowner agree that:

- (a) the Council may lodge a caveat on the title of the Land to which the Charge applies, and
- (b) the Council cannot be required to have the caveat removed from the title to the Charge Land other than in accordance with clause 23.4.

24.4 The Council is to release the Charge and withdraw the caveat from the title to the Land when this Planning Agreement is registered on the title to the Land.

25. Notices

25.1 Any notice, consent, information, application or request that must or may be given or made to a party under this document is only given or made if it is in writing and sent in one of the following ways:

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



- (a) delivered or posted to that party at its address set out below;
- (b) faxed to that party at its fax number set out below;

Council

Attention: General Manager
Address: Burwood Council Suite 1, Level 2, 1-17 Elise Street, BURWOOD
NSW 2134 (ABN 84 362 114 428)

Postal Address: PO Box 240
Burwood, NSW 1805

Fax Number: (02) 9911 9900

Developer

Attention: Tom Hu
Address: Kapau Holdings Pty Limited
(ACN 101 638 573)
Level 2, Unit A207
339-345A Sussex Street
SYDNEY NSW 2000

Postal Address: Same as street address

Fax Number: (02) 9262 6857

Owner

Attention: Charles Chi
Address: Anson City Developments 2 (Australia) Pty Limited
(ACN 003 401 965)
Level 2, Unit A207
339-345A Sussex Street
SYDNEY NSW 2000

Postal Address: Same as street address

Fax Number: (02) 9262 6857

- 25.2 If a party gives the other party 3 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 25.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, 2 business days after it is posted;
 - (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 25.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5.00pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

Owner: Initial Here

Developer: Initial Here

Attorney: Initial Here

26. Approvals and consent

- 26.1 Except as otherwise set out in this document, and subject to any statutory obligations, a party must act promptly and reasonably in giving or withholding an approval or consent to be given under this document.

27. Costs

- 27.1 The parties will each bear their own costs of negotiating, preparing and execution of this document. The Developer will bear any costs associated with its stamping and registration.

28. Entire Planning Agreement

- 28.1 This document contains everything to which the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law. To the extent of any inconsistency between this Planning Agreement and any earlier Planning Agreement, this Amended Planning Agreement shall apply.

29. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this document and all transactions incidental to it.

30. Governing law and jurisdiction

This document is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

31. Joint and individual liability and benefits

Except as otherwise set out in this document, any document, covenant, representation or warranty under this document by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

32. No fetter

Nothing in this document will be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



33. Representations and warranties

The parties represent and warrant that they have power to enter into this document and comply with their obligations under the document and that entry into this document will not result in the breach of any law.

34. Severability

If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

35. Modification

No modification of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

36. Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

37. GST

If any party reasonably decides that it is liable to pay GST on a supply made to the other party under this document and the supply was not priced to include GST, then the recipient of the supply must pay an additional amount equal to the GST on that supply.

38. Definitions and interpretation

38.1 Definitions

In this document unless the context otherwise requires:


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

Authorised Representative means any representative of the Owner or Developer, authorised in writing by the Owner or Developer to undertake the works the subject of this Planning Agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Building A means 8 Conder Street, Burwood NSW;

Owner: Initial Here 

Developer: Initial Here 

Attorney: Initial Here 

Building Contract means the contract entered into between the Owner and the Developer and Decode Sydney Pty Ltd (ACN 604 521 173) to undertake the works the subject of this Planning Agreement;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

Construction Manager means the person bound to carry out the work provided for in the Building Contract;

Council Dedication means:

a) The condition in the Further Development Consent for:

(i) dedication of at least 4,036 sqm of gross commercial office space of Building A plus 55 car spaces to Council and a Stratum Subdivision of these areas; and

(ii) dedication of a linking bridge between Building A and the Burwood Library and a Stratum Subdivision of this area; and

b) Two additional areas of land as marked in green on the plan at Schedule 11 which are to be dedicated to Council.

Development Consent means the consent to DA 31/2013 for the Land for a mixed used development comprising 3 towers, 332 apartments, 90 serviced apartments, retail space and 530 basement parking spaces, approved by the Sydney East Joint Regional Planning Panel on 2 October 2013.

Development Contribution means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit.

Environmental Planning Instrument means an environmental planning instrument (including a SEPP or LEP but not including a DCP) made, or taken to have been made, under Part 3 of the Act and in force.

Floor Space Ratio and FSR have the same meaning as in the LEP.

Floor Space Area and FSA has the same meaning as Gross Floor Area in the LEP.

Further Development Consent means the consent to DA 193/2015 for the Land which provides approval for the development contemplated by DA 31/2013 (as modified) but with the following changes:

- (a) conversion of space approved for two and half levels of serviced apartments in lower levels of Building A to 4,036 sqm of gross commercial office space
- (b) dedication of at least the 4,036 sqm of gross commercial office space of Building A plus 55 car spaces to Council and a Stratum Subdivision of these areas
- (c) construction of a linking bridge between Building A and the Burwood Library, dedication of the linking bridge to Council and a Stratum Subdivision of this area
- (d) conversion of all approved (in accordance with DA31/2013) serviced apartments in Building A to residential apartments (a total of 90 apartments and 8,945 sqm of FSA)
- (e) an addition of one storey to Building A for residential apartments (being relocation of some of the apartments being converted to commercial office space)

Owner: Initial Here

Developer: Initial Here

Attorney: Initial Here

- (f) an addition of four storeys to Building B for residential apartments (two floors representing relocation of some of the apartments converted to commercial office space in Building A and two floors of additional apartments)
- (g) an addition of one storey to Building C for additional residential apartments

GST has the same meaning as in the GST Law.

Gross Commercial Office Space means the area highlighted in the Architectural Drawings in Schedule 3.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Latent Conditions means all conditions and characteristics of the Land and its surrounds including the below ground conditions, all natural and artificial things (excluding weather conditions), asbestos, contamination and other environmentally hazardous substances, concrete cracking and spalling, facilities, utilities and services on and within the surface and, if the Land includes a building, on and within the building (including those things obscured behind walls, ceilings and beneath the floor).

Land means Lot 100 in DP 1185255, also known as 39-47 Belmore Street, Burwood, 6-14 Conder Street, Burwood and 11-19 Wynne Avenue, Burwood.

LEP means *Burwood Local Environmental Plan 2012*.

Occupation Certificate means an occupation certificate in accordance with the Act.

Planning Agreement means this planning agreement.

Stratum Subdivision means the stratum subdivision as shown in the plans at Schedule 4.

Sunset Date means 30 May 2019, subject to any reasonable extension provided by way of clause 7.15 of this Planning Agreement.

Works means any work undertaken by the Owner and/or Developer required to construct the areas comprising the Council Dedication, including but not limited to:

- (a) 4,036 sqm gross commercial office space of Building A; and
- (b) 55 car spaces;
- (c) the linking bridge between Building A and the Burwood library; and
- (d) the two areas shown in green on the plan at Schedule 11.

however is not limited to those works.

38.2 Interpretation

In the interpretation of this document, the following provisions apply unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement;
- (b) a reference in this document to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney;

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



- (c) if the day on which any act, matter or thing is to be done under this document is not a business day, the act, matter or thing must be done on the next business day;
- (d) a reference in this document to dollars or \$ means Australian dollars and all amounts payable under this document are payable in Australian dollars;
- (e) a reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (f) a reference in this document to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced;
- (g) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document;
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) references to the word 'include' or 'including' are to be construed without limitation;
- (l) a reference to this document includes the agreement recorded in this document;
- (m) a reference to a party to this document includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns;
- (n) any schedules and attachments form part of this document.



Executed as an agreement

Signed for and on behalf of **Burwood Council** by its attorney, **Tommaso Briscese**, under power of attorney dated 29 May 2019 registered book 4760 number 381, in the presence of:



Signature of Witness



Signature of Attorney

Diwei Luo

(Print) Full Name of Witness

Tommaso Briscese

(Print) Full Name of Attorney

29 January 2020

Date

Level 2, 1 – 17 Elsie Street, Burwood, New South Wales, 2134

(Print) Address

By executing this document, the attorney certifies that he has not received notification of revocation of the power of attorney.

Signed on behalf of **Anson City Developments 2 (Australia) Pty Limited** by:



Signature of Witness



Signature of Director / Secretary

JIANZE CHI

(Print) Full Name of Witness

WEIMIN HU

(Print) Full Name of Director / Secretary



Signature of Witness



Signature of Director

JIANZE CHI

(Print) Full Name of Witness

PAK WAI SHUN WILSON

(Print) Full Name of Director

17 / 01 / 2020

Date

Signed on behalf of Kapau Holdings Pty Limited
by:



Signature of Witness



Signature of Director / Secretary

JIANZE CHI

(Print) Full Name of Witness

WEI MIN HU

(Print) Full Name of Director / Secretary



Signature of Witness



Signature of Director

JIANZE CHI

(Print) Full Name of Witness

PAK WAI SHUN WILSON

(Print) Full Name of Director

17 / 01 / 2020

Date

Schedule 1 – Calculation of Development Contribution Offset as Originally Calculated

Estimate of Developer's development cost of 4,036 sqm of gross commercial office space in Building A, 55 car spaces and construction of a linking bridge between Building A and the Burwood Library (the Council development)

\$18,505,000

This amount will be offset against development contributions for both the total development and specific to the Council development:

Estimated section 94 development contribution for the total development:

$\$166,938,000 \times 4\% = \$6,677,520$

The Developer's development cost of the Council development will also be offset against the development contribution as considered by Council:

Additional floor space = 6,670 sqm

Development contribution for additional floor space = \$1,100 per sqm

Estimated development contribution for the additional floor space:

$6,670 \times \$1,100 = \$7,337,000$

Development contribution for estimated increase in value of conversion of serviced apartments to residential apartments:

	Net Saleable Area of Services Apartments (Building A)	Gross realization	Difference	Difference (%)
Building A as serviced apartments (selling price of \$11,000 per sqm)	7,791 sqm	\$85,701,000	\$7,791,000	9.09%
Building A as residential apartments (selling price of \$12,000 per sqm)		\$93,492,000		

Total development contribution to be offset against Developer's development cost of the Council development:

$\$6,677,520 + \$7,337,000 + \$7,791,000 = \$21,805,520$

Estimated market value of the Council development:

\$21,500,000 - \$29,000,000

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here





Schedule 2 – Requirements under section 93F of the Act

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

Requirement under the Act	This document
<p>Planning instrument and/or development application – (section 93F(2))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument;</p> <p>(b) made, or proposes to make, a Development Application;</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to who paragraph (a) or (b) applies.</p>	<p>(a) No.</p> <p>(b) Yes.</p> <p>(c) No.</p>
<p>Description of land to which this document applies – (section 93F(3)(a))</p>	<p>The Land as defined in clause 38.1.</p>
<p>Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies – (section 93F(3)(b))</p>	<p>The Development Application as defined in clause 38.1.</p>
<p>The scope, timing and manner of delivery of contribution required by this document – (section 93F(3)(c))</p>	<p>See clauses 5 & 7.</p>
<p>Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))</p>	<p>The application of section 94 is excluded in respect of the Development.</p> <p>The application of section 94A of the Act is excluded in respect of the Development.</p>
<p>Applicability of section 94EF of the Act – (section 93F(3)(d))</p>	<p>The application of section 94EF of the Act is not excluded in respect of the Development.</p>
<p>Consideration of benefits under this document if section 94 applies – (section 93F(5))</p>	<p>Section 94 is excluded in respect of the Development Application and any development consent issued pursuant to the Development Application.</p> <p>However, the intent of the Planning Agreement is to ensure that the Council obtains a dedication of land within the Site to it which will be used by Council for a public purpose.</p> <p>The dedication will provide Council with at least 4,036 sqm of commercial office space, 55 car spaces and an access bridge to the</p>

Owner: Initial Here 

Developer: Initial Here 

Attorney: Initial Here 

	Burwood Library. The dedication will also provide Council with two hardscaped areas as shown in green on the plan at Schedule 11.
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 22.
Enforcement of this document – (section 93F(3)(g))	See clauses 22 and 23.
No obligation to grant consent or exercise functions – (section 93F(10))	See clause 32.

Owner: Initial Here   Developer: Initial Here   Attorney: Initial Here 

Schedule 3 – Architectural Drawings

Owner: Initial Here

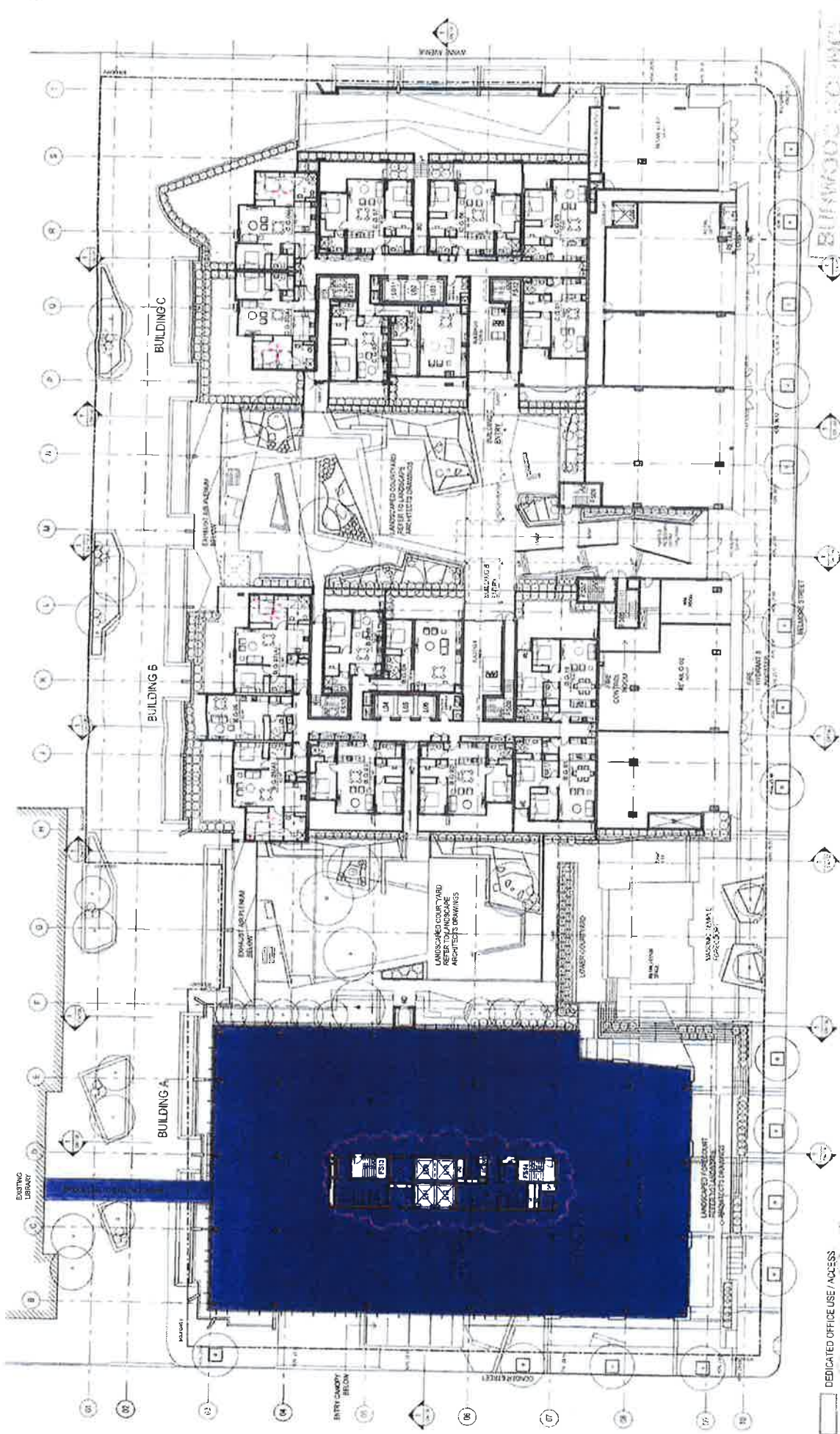


Developer: Initial Here



Attorney: Initial Here





193-15 23 MAY 2017

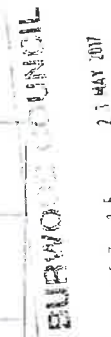
GROUND LEVEL
DA-162

DEVELOPMENT APPLICATION (ADDITIONAL LEVELS + OFFICE SPACE)

BURWOOD GRAND
BELMORE ST, CONDER STREET, WYNNE AVENUE
BURWOOD NSW

ARCHITECT KANFINCH GROUP HOLDINGS PTY LTD

DEDICATED OFFICE USE / ACCESS
OFFICE FSA (TOTAL 1812m² THIS LEVEL)



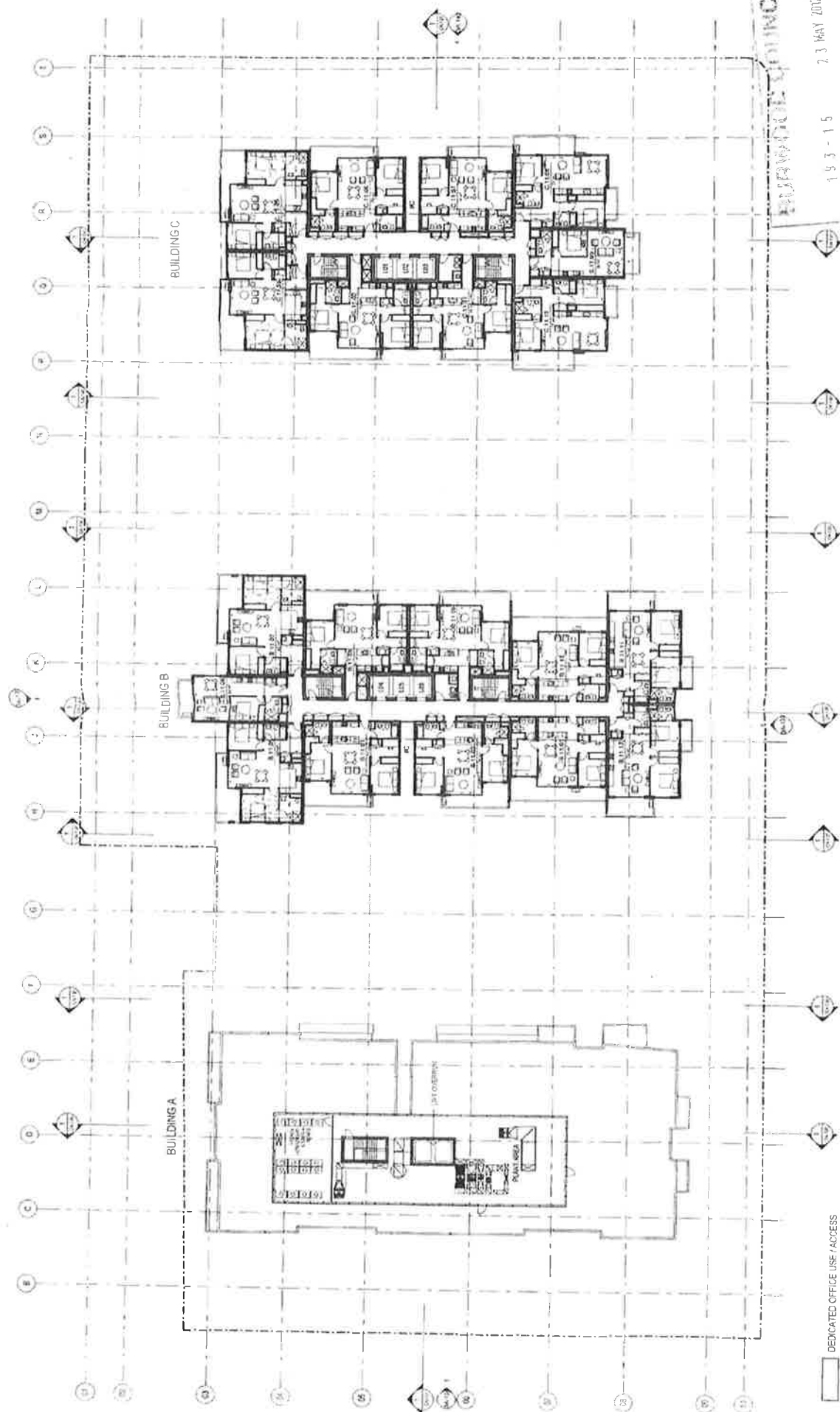
2

[illegible]

DEVELOPMENT APPLICATION (ADDITIONAL LEVELS + OFFICE SPACE)

BURWOOD GRAND
BELMORE ST, CONDER STREET, WYNNIE AVENUE
BURWOOD NSW

BUROOD NSW
KANNFINCH



DEVELOPMENT APPLICATION (ADDITIONAL LEVELS + OFFICE SPACE)

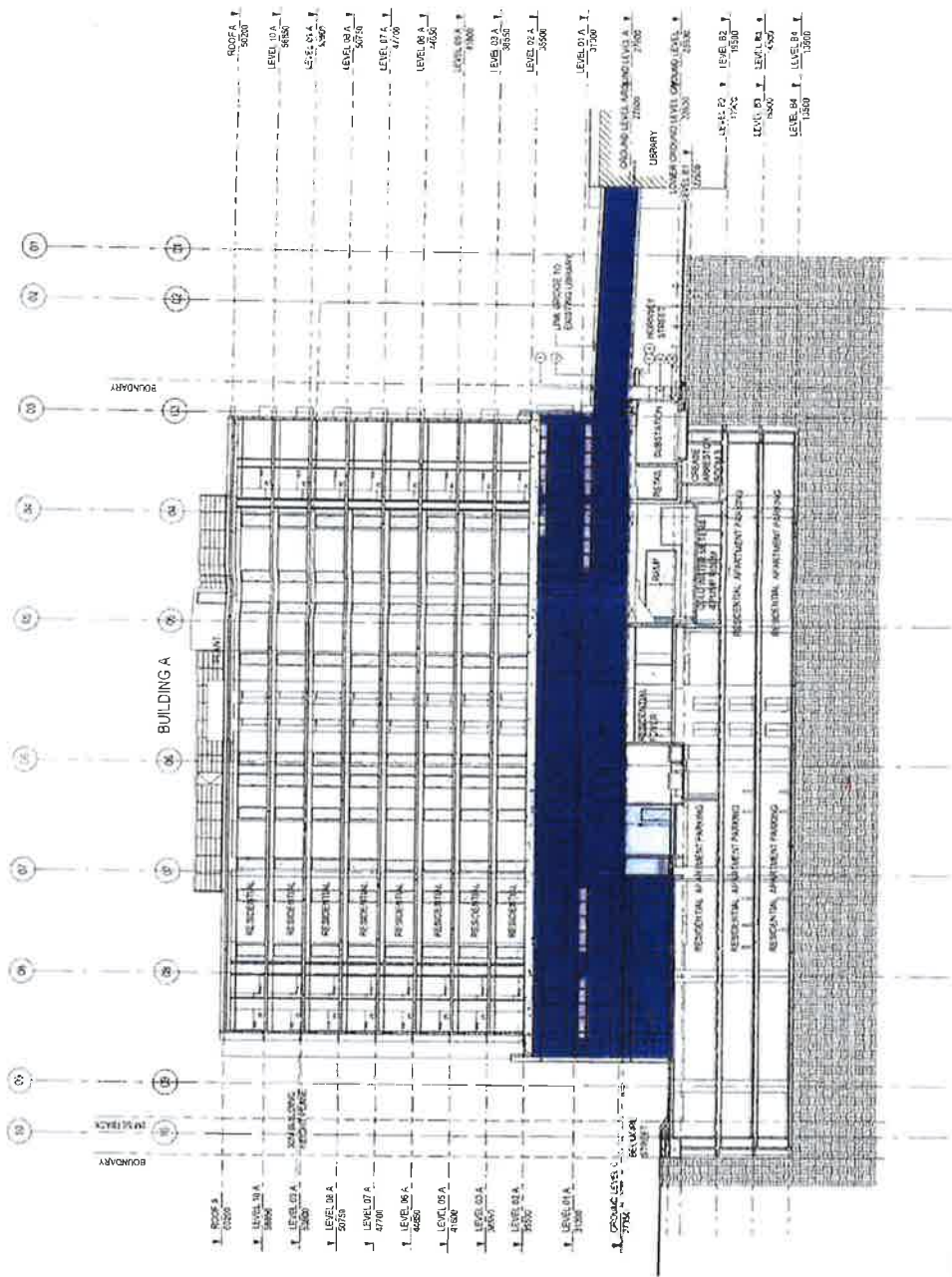
BURWOOD GRAND

BURWOOD GRAND
BELMORE ST, CONDER STREET, WYNNIE AVENUE
BURWOOD NSW

KANNFINCH

Effect	Optimal level
...	...

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)	(36)	(37)	(38)	(39)	(40)	(41)	(42)	(43)	(44)	(45)	(46)	(47)	(48)	(49)	(50)	(51)	(52)	(53)	(54)	(55)	(56)	(57)	(58)	(59)	(60)	(61)	(62)	(63)	(64)	(65)	(66)	(67)	(68)	(69)	(70)	(71)	(72)	(73)	(74)	(75)	(76)	(77)	(78)	(79)	(80)	(81)	(82)	(83)	(84)	(85)	(86)	(87)	(88)	(89)	(90)	(91)	(92)	(93)	(94)	(95)	(96)	(97)	(98)	(99)	(100)	(101)	(102)	(103)	(104)	(105)	(106)	(107)	(108)	(109)	(110)	(111)	(112)	(113)	(114)	(115)	(116)	(117)	(118)	(119)	(120)	(121)	(122)	(123)	(124)	(125)	(126)	(127)	(128)	(129)	(130)	(131)	(132)	(133)	(134)	(135)	(136)	(137)	(138)	(139)	(140)	(141)	(142)	(143)	(144)	(145)	(146)	(147)	(148)	(149)	(150)	(151)	(152)	(153)	(154)	(155)	(156)	(157)	(158)	(159)	(160)	(161)	(162)	(163)	(164)	(165)	(166)	(167)	(168)	(169)	(170)	(171)	(172)	(173)	(174)	(175)	(176)	(177)	(178)	(179)	(180)	(181)	(182)	(183)	(184)	(185)	(186)	(187)	(188)	(189)	(190)	(191)	(192)	(193)	(194)	(195)	(196)	(197)	(198)	(199)	(200)	(201)	(202)	(203)	(204)	(205)	(206)	(207)	(208)	(209)	(210)	(211)	(212)	(213)	(214)	(215)	(216)	(217)	(218)	(219)	(220)	(221)	(222)	(223)	(224)	(225)	(226)	(227)	(228)	(229)	(230)	(231)	(232)	(233)	(234)	(235)	(236)	(237)	(238)	(239)	(240)	(241)	(242)	(243)	(244)	(245)	(246)	(247)	(248)	(249)	(250)	(251)	(252)	(253)	(254)	(255)	(256)	(257)	(258)	(259)	(260)	(261)	(262)	(263)	(264)	(265)	(266)	(267)	(268)	(269)	(270)	(271)	(272)	(273)	(274)	(275)	(276)	(277)	(278)	(279)	(280)	(281)	(282)	(283)	(284)	(285)	(286)	(287)	(288)	(289)	(290)	(291)	(292)	(293)	(294)	(295)	(296)	(297)	(298)	(299)	(300)	(301)	(302)	(303)	(304)	(305)	(306)	(307)	(308)	(309)	(310)	(311)	(312)	(313)	(314)	(315)	(316)	(317)	(318)	(319)	(320)	(321)	(322)	(323)	(324)	(325)	(326)	(327)	(328)	(329)	(330)	(331)	(332)	(333)	(334)	(335)	(336)	(337)	(338)	(339)	(340)	(341)	(342)	(343)	(344)	(345)	(346)	(347)	(348)	(349)	(350)	(351)	(352)	(353)	(354)	(355)	(356)	(357)	(358)	(359)	(360)	(361)	(362)	(363)	(364)	(365)	(366)	(367)	(368)	(369)	(370)	(371)	(372)	(373)	(374)	(375)	(376)	(377)	(378)	(379)	(380)	(381)	(382)	(383)	(384)	(385)	(386)	(387)	(388)	(389)	(390)	(391)	(392)	(393)	(394)	(395)	(396)	(397)	(398)	(399)	(400)	(401)	(402)	(403)	(404)	(405)	(406)	(407)	(408)	(409)	(410)	(411)	(412)	(413)	(414)	(415)	(416)	(417)	(418)	(419)	(420)	(421)	(422)	(423)	(424)	(425)	(426)	(427)	(428)	(429)	(430)	(431)	(432)	(433)	(434)	(435)	(436)	(437)	(438)	(439)	(440)	(441)	(442)	(443)	(444)	(445)	(446)	(447)	(448)	(449)	(450)	(451)	(452)	(453)	(454)	(455)	(456)	(457)	(458)	(459)	(460)	(461)	(462)	(463)	(464)	(465)	(466)	(467)	(468)	(469)	(470)	(471)	(472)	(473)	(474)	(475)	(476)	(477)	(478)	(479)	(480)	(481)	(482)	(483)	(484)	(485)	(486)	(487)	(488)	(489)	(490)	(491)	(492)	(493)	(494)	(495)	(496)	(497)	(498)	(499)	(500)	(501)	(502)	(503)	(504)	(505)	(506)	(507)	(508)	(509)	(510)	(511)	(512)	(513)	(514)	(515)	(516)	(517)	(518)	(519)	(520)	(521)	(522)	(523)	(524)	(525)	(526)	(527)	(528)	(529)	(530)	(531)	(532)	(533)	(534)	(535)	(536)	(537)	(538)	(539)	(540)	(541)	(542)	(543)	(544)	(545)	(546)	(547)	(548)	(549)	(550)	(551)	(552)	(553)	(554)	(555)	(556)	(557)	(558)	(559)	(560)	(561)	(562)	(563)	(564)	(565)	(566)	(567)	(568)	(569)	(570)	(571)	(572)	(573)	(574)	(575)	(576)	(577)	(578)	(579)	(580)	(581)	(582)	(583)	(584)	(585)	(586)	(587)	(588)	(589)	(590)	(591)	(592)	(593)	(594)	(595)	(596)	(597)	(598)	(599)	(600)	(601)	(602)	(603)	(604)	(605)	(606)	(607)	(608)	(609)	(610)	(611)	(612)	(613)	(614)	(615)	(616)	(617)	(618)	(619)	(620)	(621)	(622)	(623)	(624)	(625)	(626)	(627)	(628)	(629)	(630)	(631)	(632)	(633)	(634)	(635)	(636)	(637)	(638)	(639)	(640)	(641)	(642)	(643)	(644)	(645)	(646)	(647)	(648)	(649)	(650)	(651)	(652)	(653)	(654)	(655)	(656)	(657)	(658)	(659)	(660)	(661)	(662)	(663)	(664)	(665)	(666)	(667)	(668)	(669)	(670)	(671)	(672)	(673)	(674)	(675)	(676)	(677)	(678)	(679)	(680)	(681)	(682)	(683)	(684)	(685)	(686)	(687)	(688)	(689)	(690)	(691)	(692)	(693)	(694)	(695)	(696)	(697)	(698)	(699)	(700)	(701)	(702)	(703)	(704)	(705)	(706)	(707)	(708)	(709)	(710)	(711)	(712)	(713)	(714)	(715)	(716)	(717)	(718)	(719)	(720)	(721)	(722)	(723)	(724)	(725)	(726)	(727)	(728)	(729)	(730)	(731)	(732)	(733)	(734)	(735)	(736)	(737)	(738)	(739)	(740)	(741)	(742)	(743)	(744)	(745)	(746)	(747)	(748)	(749)	(750)	(751)	(752)	(753)	(754)	(755)	(756)	(757)	(758)	(759)	(760)	(761)	(762)	(763)	(764)	(765)	(766)	(767)	(768)	(769)	(770)	(771)	(772)	(773)	(774)	(775)	(776)	(777)	(778)	(779)	(780)	(781)	(782)	(783)	(784)	(785)	(786)	(787)	(788)	(789)	(790)	(791)	(792)	(793)	(794)	(795)	(796)	(797)	(798)	(799)	(800)	(801)	(802)	(803)	(804)	(805)	(806)	(807)	(808)	(809)	(810)	(811)	(812)	(813)	(814)	(815)	(816)	(817)	(818)	(819)	(820)	(821)	(822)	(823)	(824)	(825)	(826)	(827)	(828)	(829)	(830)	(831)	(832)	(833)	(834)	(835)	(836)	(837)	(838)	(839)	(840)	(841)	(842)	(843)	(844)	(845)	(846)	(847)	(848)	(849)	(850)	(851)	(852)	(853)	(854)	(855)	(856)	(857)	(858)	(859)	(860)	(861)	(862)	(863)	(864)	(865)	(866)	(867)	(868)	(869)	(870)	(871)	(872)	(873)	(874)	(875)	(876)	(877)	(878)	(879)	(880)	(881)	(882)	(883)	(884)	(885)	(886)	(887)	(888)	(889)	(890)	(891)	(892)	(893)	(894)	(895)	(896)	(897)	(898)	(899)	(900)	(901)	(902)	(903)	(904)	(905)	(906)	(907)	(908)	(909)	(910)	(911)	(912)	(913)	(914)	(915)	(916)	(917)	(918)	(919)	(920)	(921)	(922)	(923)	(924)	(925)	(926)	(927)	(928)	(929)	(930)	(931)	(932)	(933)	(934)	(935)	(936)	(937)	(938)	(939)	(940)	(941)	(942)	(943)	(944)	(945)	(946)	(947)	(948)	(949)	(950)	(951)	(952)	(953)	(954)	(955)	(956)	(957)	(958)	(959)	(960)	(961)	(962)	(963)	(964)	(965)	(966)	(967)	(968)	(969)	(970)	(971)	(972)	(973)	(974)	(975)	(976)	(977)	(978)	(979)	(980)	(981)	(982)	(983)	(984)	(985)	(986)	(987)	(988)	(989)	(990)	(991)	(992)	(993)	(994)	(995)	(996)	(997)	(998)	(999)	(1000)
1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										</																																																																																																																																																																																																																																																																																																																																																																																																																																																														



DEDICATED OFFICE USE / ACCESS
OFFICE FSA

BURWOOD COUNCIL
193-15 23 MAY 2017

DEVELOPMENT APPLICATION (ADDITIONAL LEVELS + OFFICE SPACE)

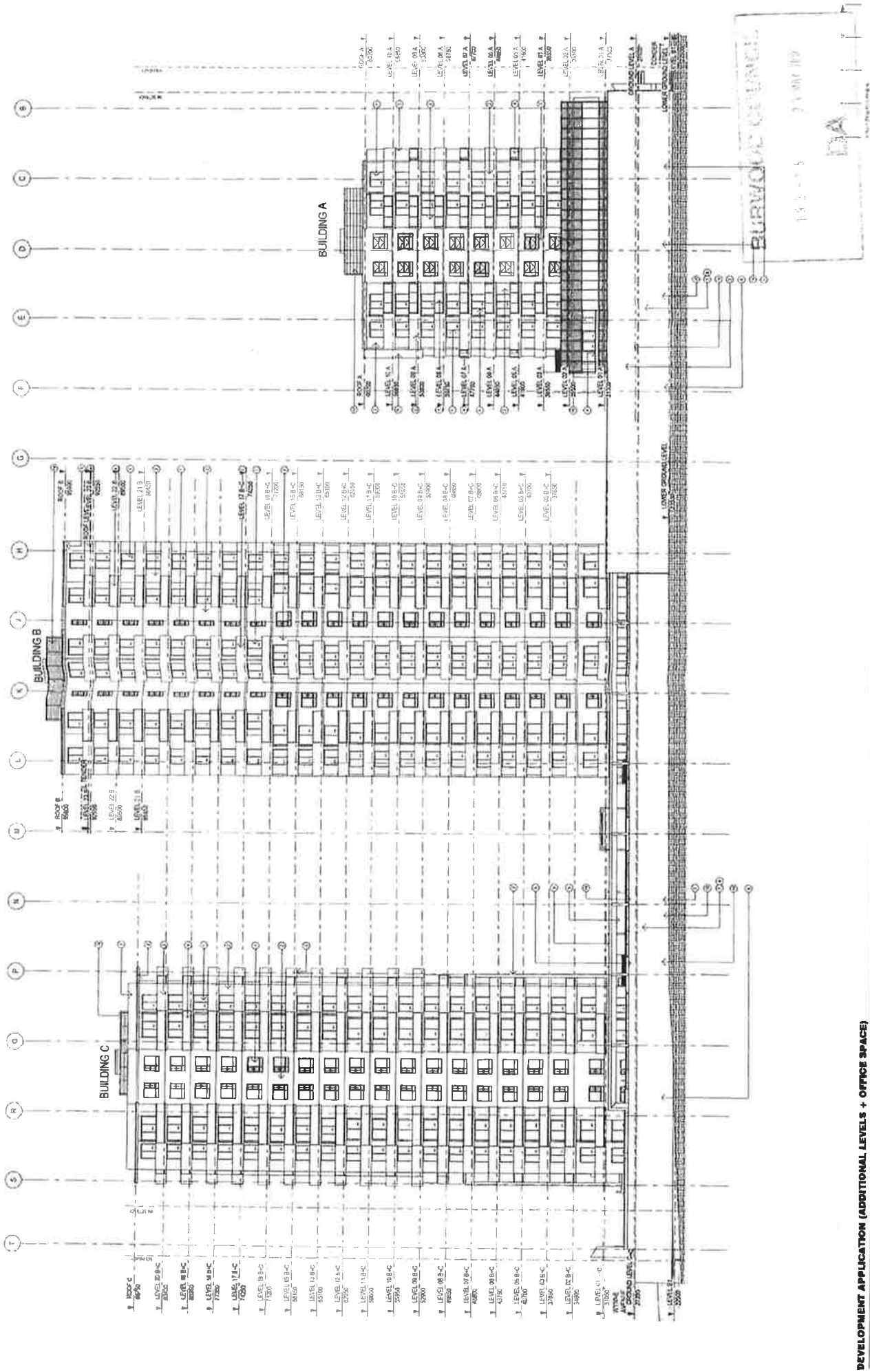
BURWOOD GRAND
BELMORE ST, CONDER STREET, WYNNIE AVENUE
BURWOOD NSW

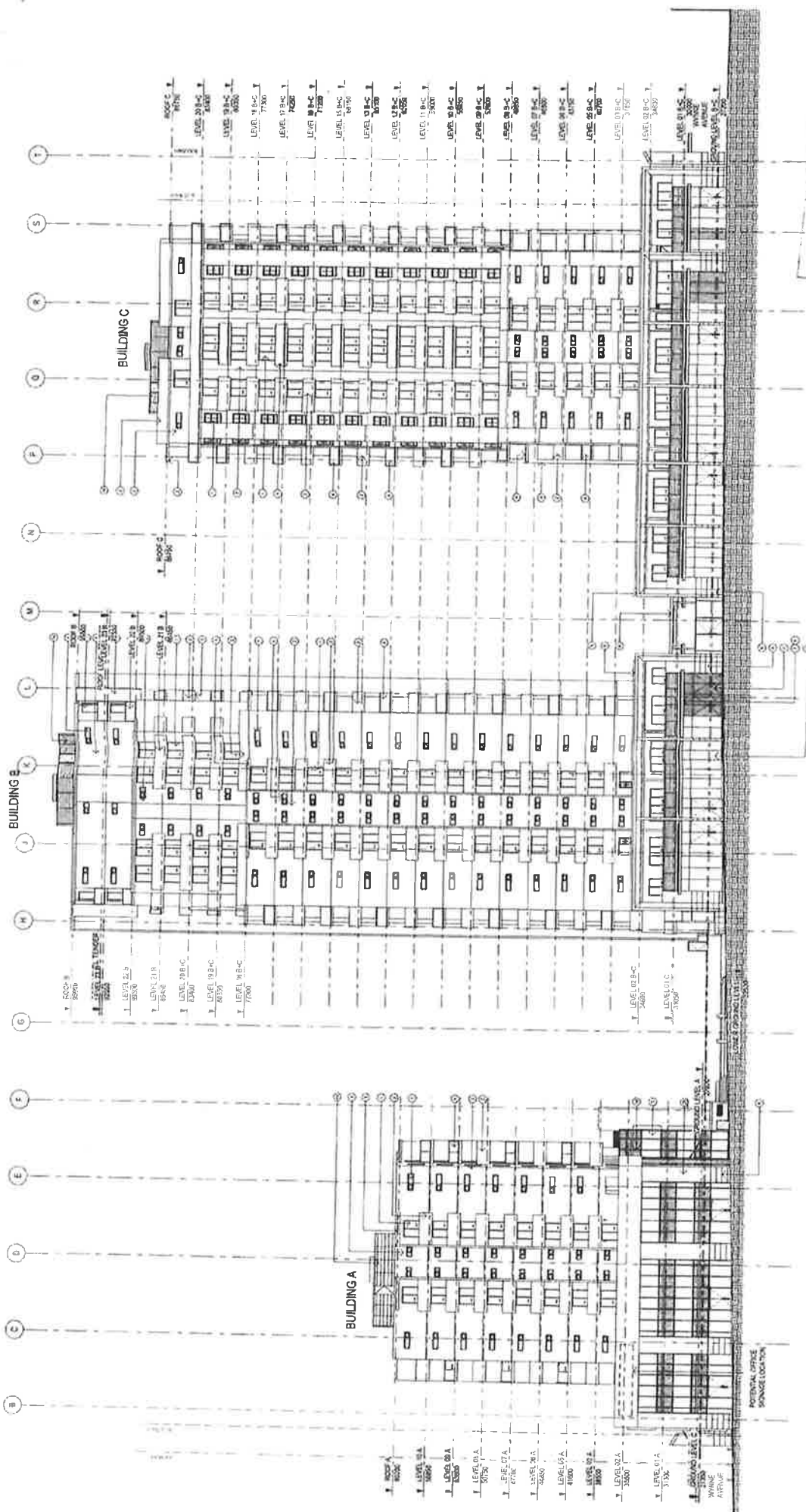
client KANNFINCH

SECTION 02 NORTH/SOUTH BUILDING A

DA-166

NO.	REVISION	DATE
1	ISSUED FOR TENDERS	15/05/2017
2	FOR INFORMATION	15/05/2017
3	FOR INFORMATION	15/05/2017
4	FOR INFORMATION	15/05/2017
5	FOR INFORMATION	15/05/2017
6	FOR INFORMATION	15/05/2017
7	FOR INFORMATION	15/05/2017
8	FOR INFORMATION	15/05/2017
9	FOR INFORMATION	15/05/2017
10	FOR INFORMATION	15/05/2017





193-75 23 MAY 1977

Q	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36	Q37	Q38	Q39	Q40	Q41	Q42	Q43	Q44	Q45	Q46	Q47	Q48	Q49	Q50	Q51	Q52	Q53	Q54	Q55	Q56	Q57	Q58	Q59	Q60	Q61	Q62	Q63	Q64	Q65	Q66	Q67	Q68	Q69	Q70	Q71	Q72	Q73	Q74	Q75	Q76	Q77	Q78	Q79	Q80	Q81	Q82	Q83	Q84	Q85	Q86	Q87	Q88	Q89	Q90	Q91	Q92	Q93	Q94	Q95	Q96	Q97	Q98	Q99	Q100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

DEVELOPMENT APPLICATION (ADDITIONAL LEVELS + OFFICE SPACE)

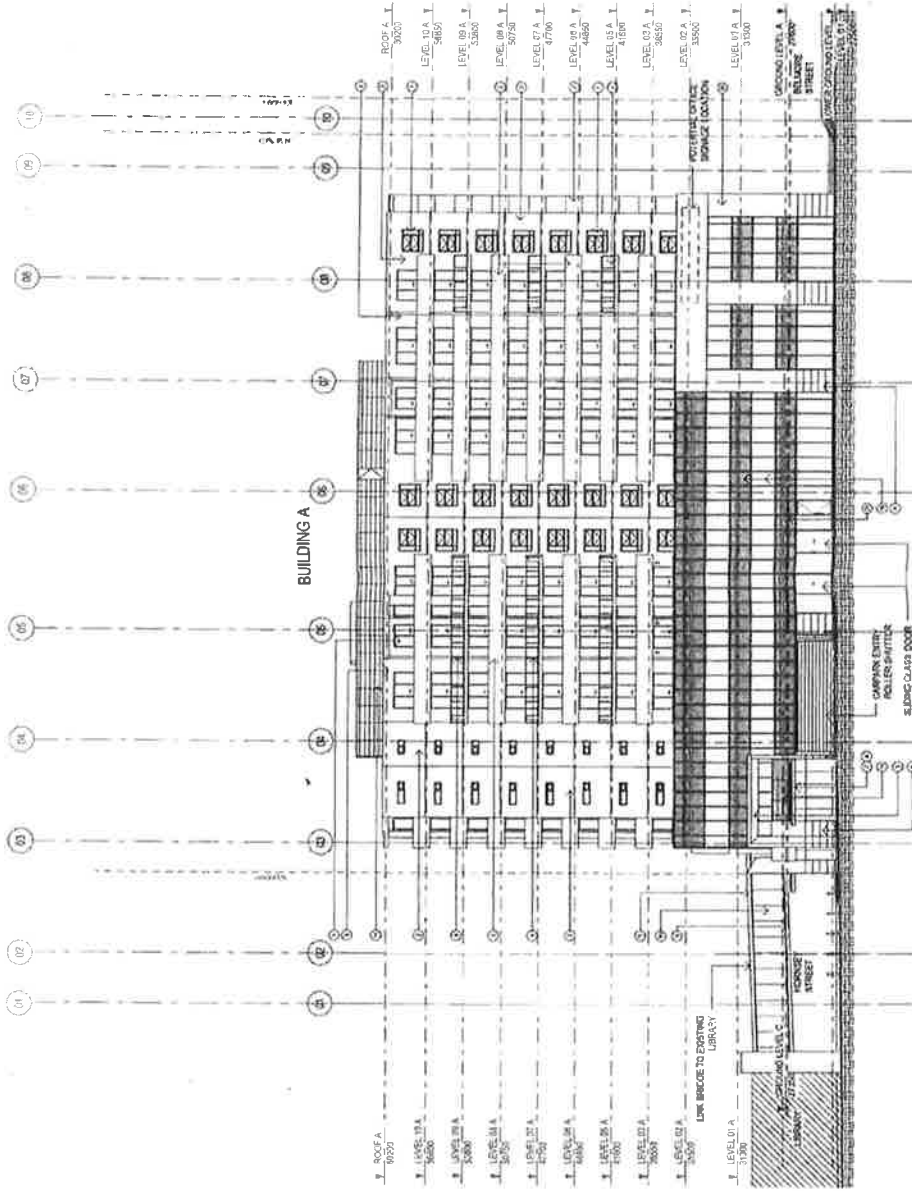
BURWOOD GRAND

WILSON
BELMORE ST., CONDER STREET, WYNNIE AVENUE
BELLEVILLE, ILL.

architect **KANNFINCH**

SOUTH ELEVATION - BUILDING A B & C

DA-168



BURWOOD GRAND
123-15 23 MAY 2022
DA

DEVELOPMENT APPLICATION (ADDITIONAL LEVELS + OFFICE SPACE)

BURWOOD GRAND

123-15 23 MAY 2022

DA

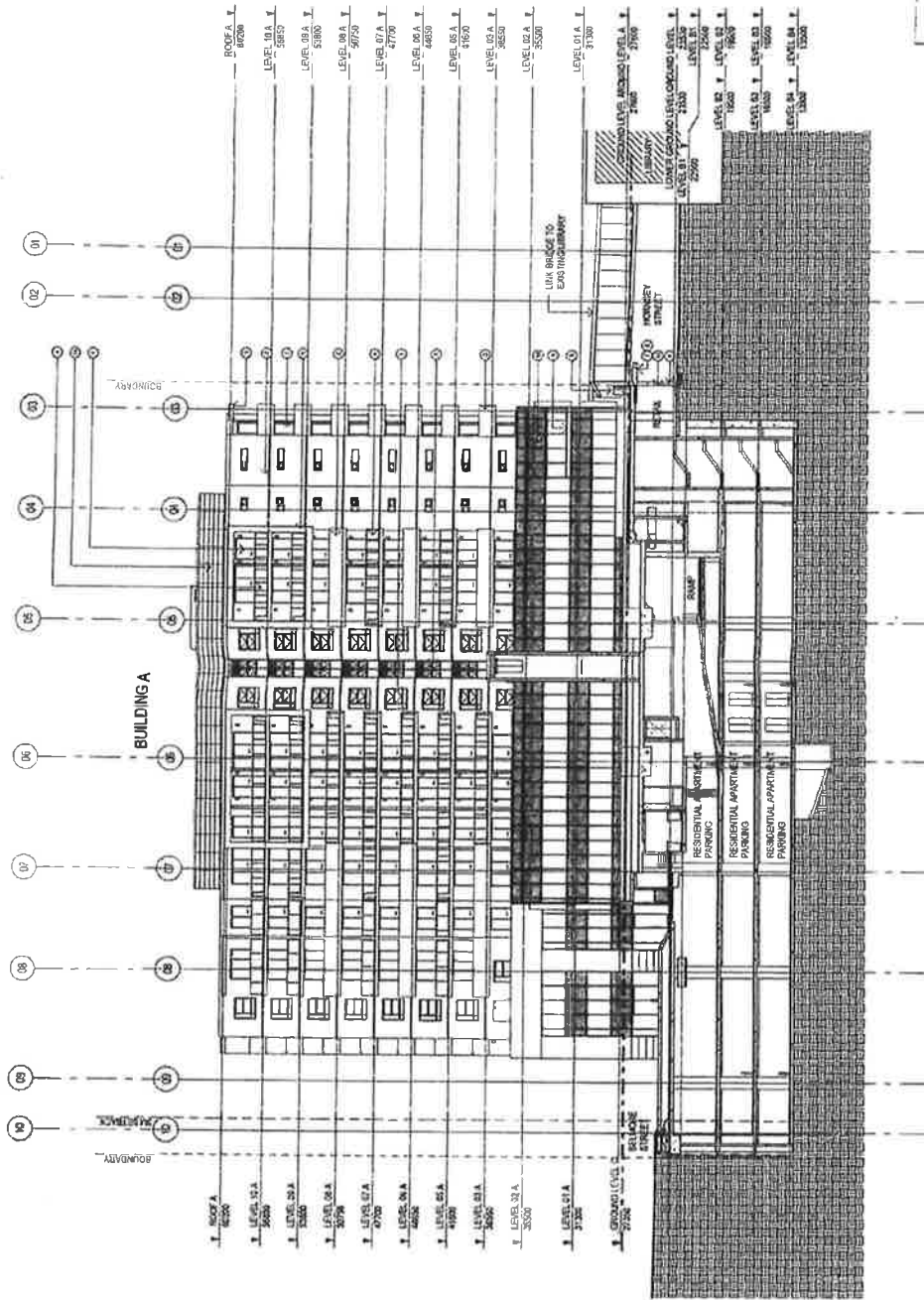
WEST ELEVATION - BUILDING A

DA-100

architect KANFINCH

123-15 23 MAY 2022

DA



REVIEWED
19.3.15 23 MAY 2017
LDA

DEVELOPMENT APPLICATION (ADDITIONAL LEVELS + OFFICE SPACE)

BURWOOD GRAND
BELMORE ST, COWDER STREET, WYNNIE AVENUE
BURWOOD NSW

architect **KANNFINCH**

sketch ADP/14/143/0000/PTV.1/2

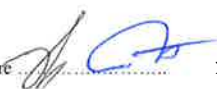
EAST ELEVATION - BUILDING A

DA-170

NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	19.3.15	LD	LD
2	REVIEWED	23 MAY 2017	LD	LD

Schedule 4 – Draft Stratum Subdivision Plan

Owner: Initial Here



Developer: Initial Here



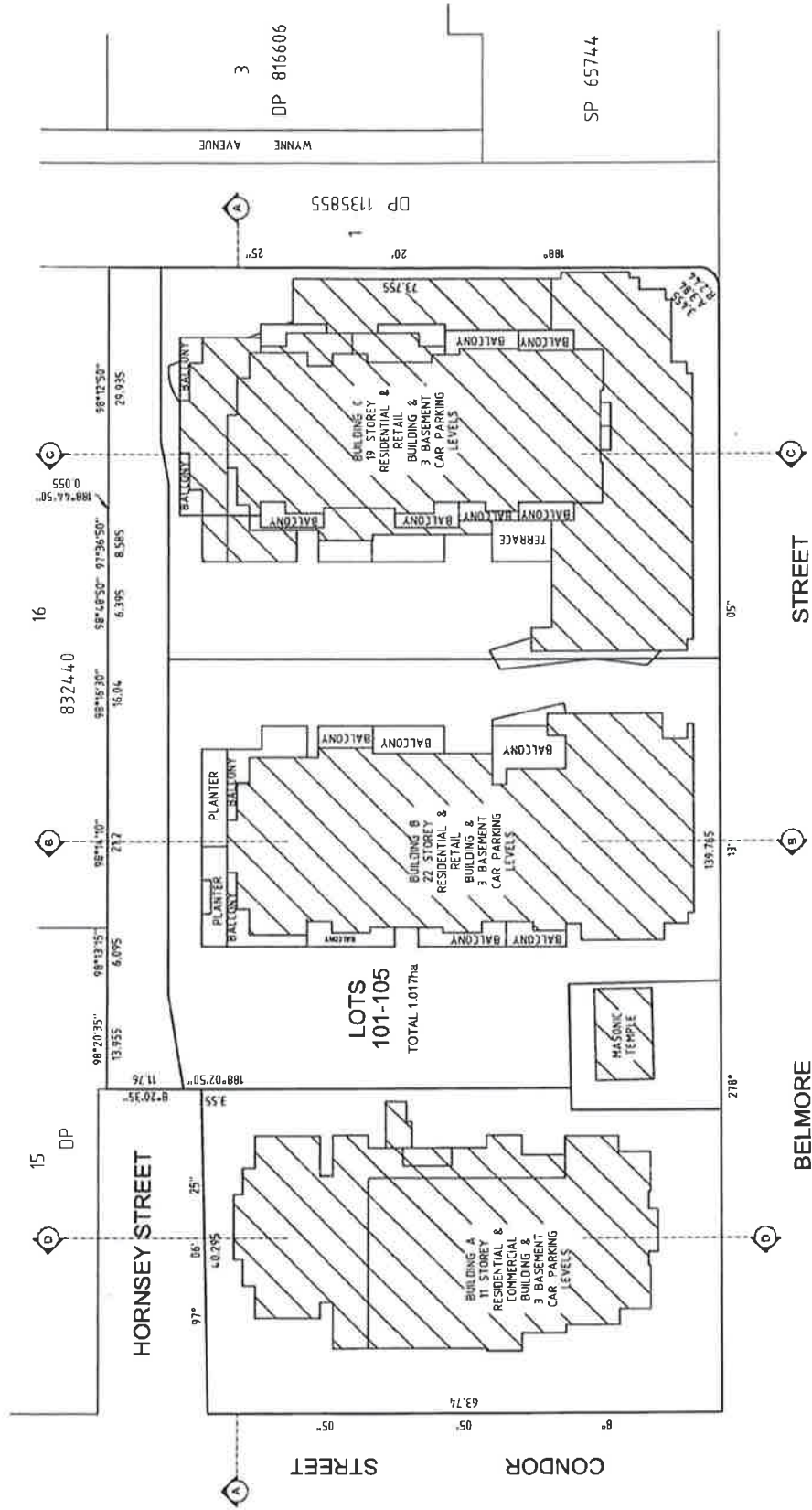
Attorney: Initial Here



LOCATION PLAN

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19



PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
- ☐ LOT 102 RESIDENTIAL BUILDING B
- ☐ LOT 103 RESIDENTIAL BUILDING C
- ☒ LOT 104 RETAIL
- ☐ LOT 105 COMMERCIAL / COUNCIL

CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 355306 0140P

PLAN OF SUBDIVISION OF LOT 100 DP 1186255 & LOT 1
DP 1252835

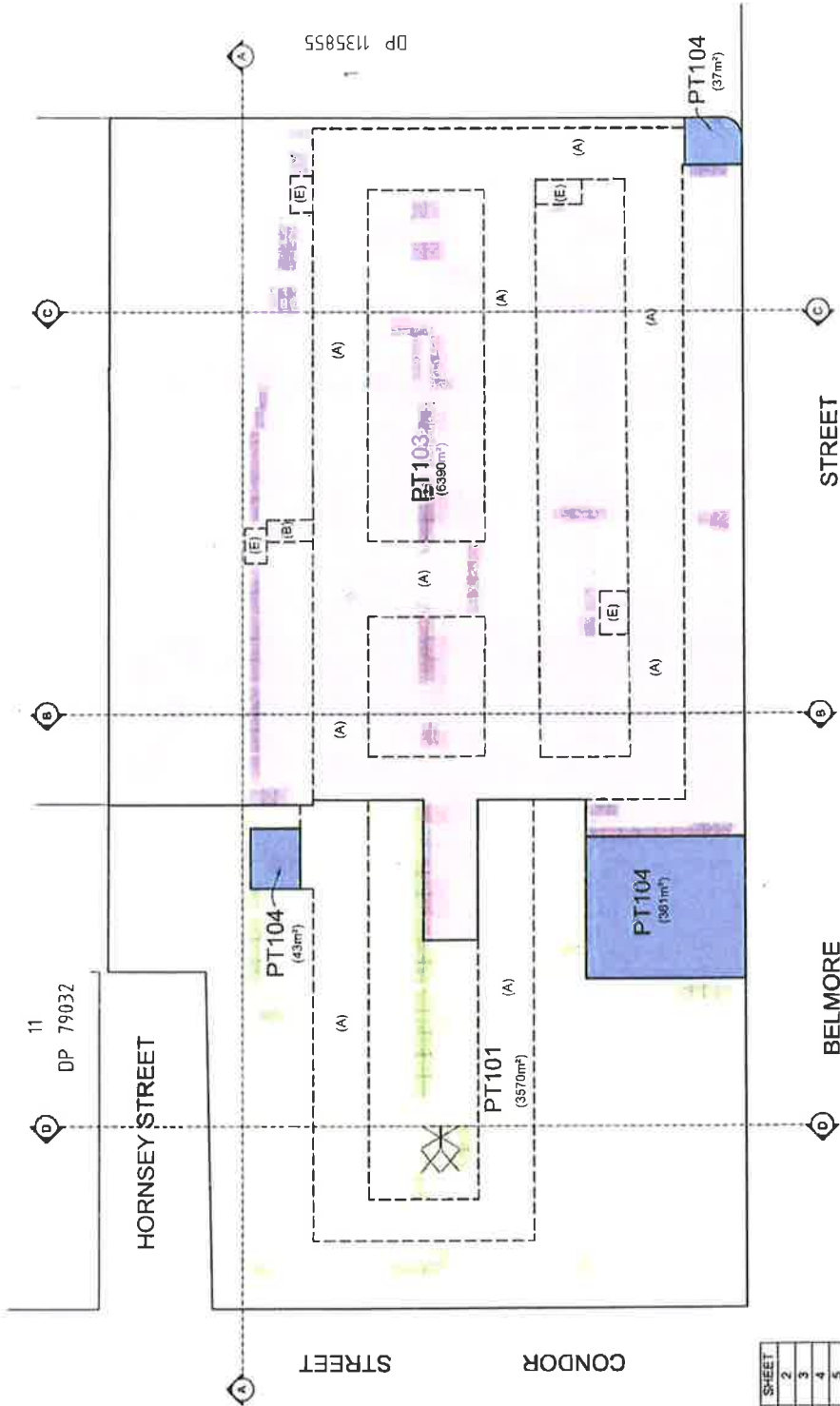
LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres Reduction Ratio 1: 400

Registered

DP DRAFT

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19



CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
☐ LOT 102 RESIDENTIAL BUILDING B
☐ LOT 103 RESIDENTIAL BUILDING C
☒ LOT 104 RETAIL
☐ LOT 105 COMMERCIAL / COUNCIL

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35938 o-r-OP

PLAN OF SUBDIVISION OF LOT 100 DP 1186255 & LOT 1
DP 1252835

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres, Reduction Ratio 1: 400

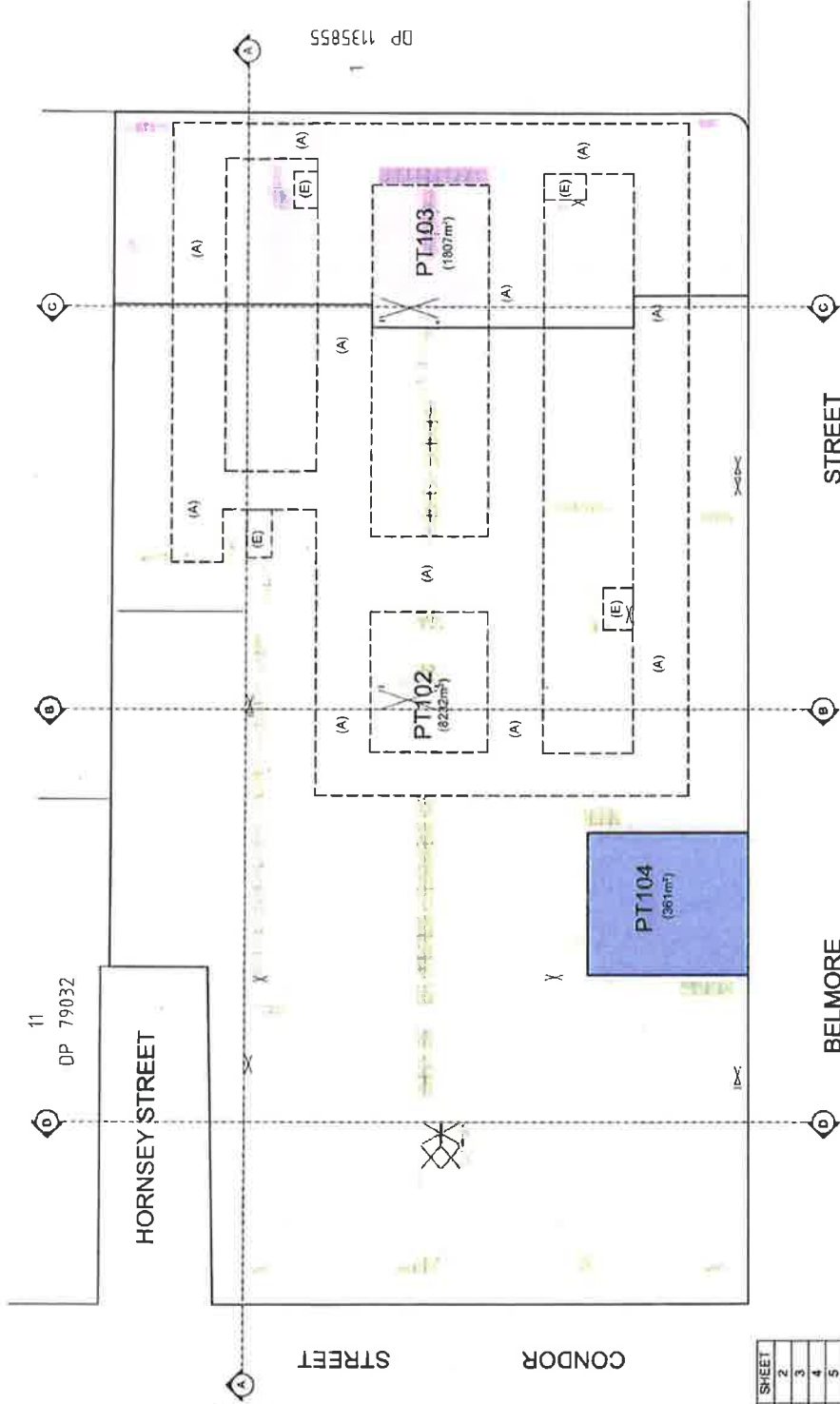
Registered

DP DRAFT

BASEMENT 3

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19



CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
BASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
☐ LOT 102 RESIDENTIAL BUILDING B
☐ LOT 103 RESIDENTIAL BUILDING C
☒ LOT 104 RETAIL
☐ LOT 105 COMMERCIAL / COUNCIL

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35539 014DP

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252835

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres Reduction Ratio 1: 400

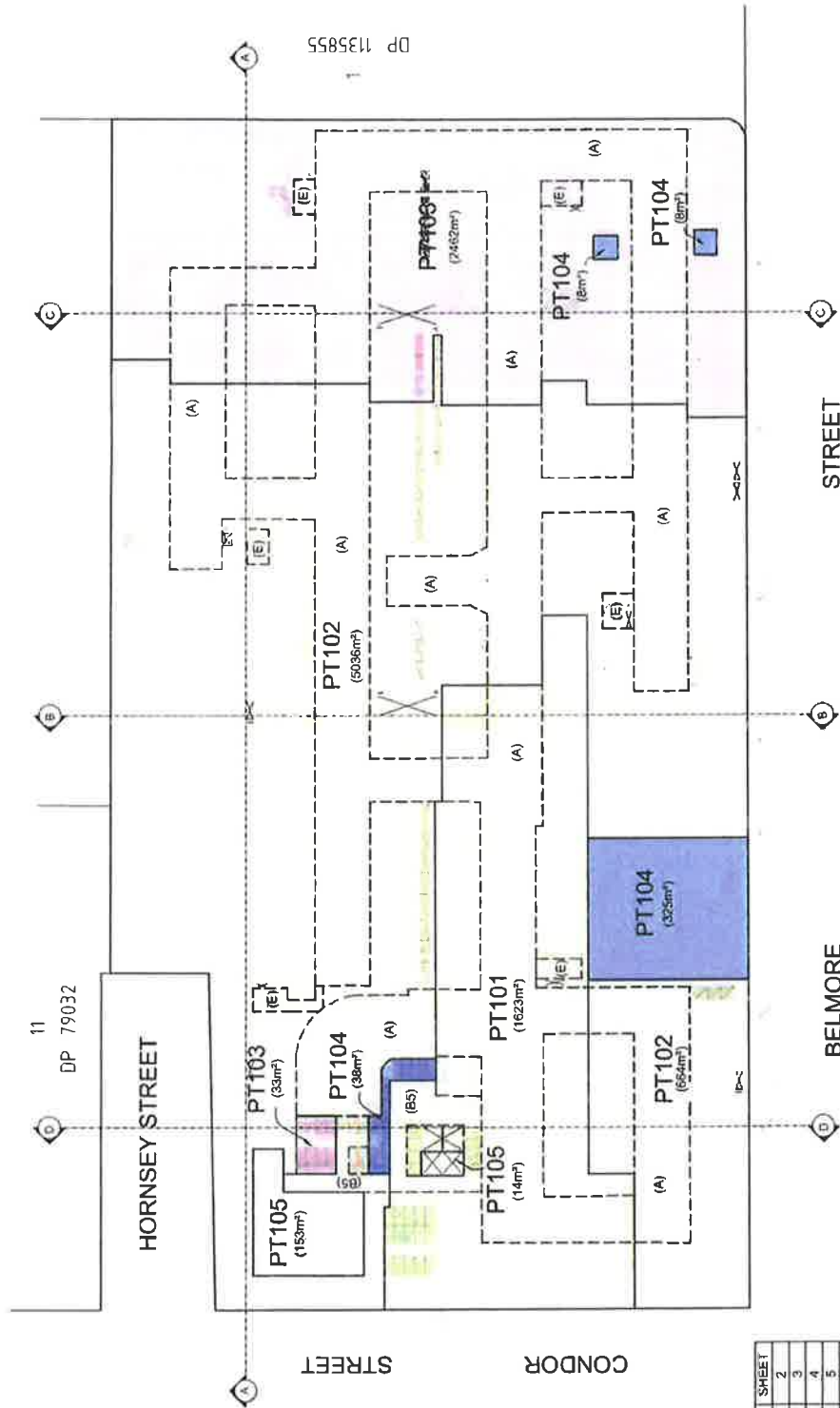
Registered

DP DRAFT

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19

BASEMENT 2



CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
- ☐ LOT 102 RESIDENTIAL BUILDING B
- ☐ LOT 103 RESIDENTIAL BUILDING C
- ☒ LOT 104 RETAIL
- ☐ LOT 105 COMMERCIAL / COUNCIL

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONAGRO
Date of Survey: DRAFT
Surveyor's Reference: 35328 0140P

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252835

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

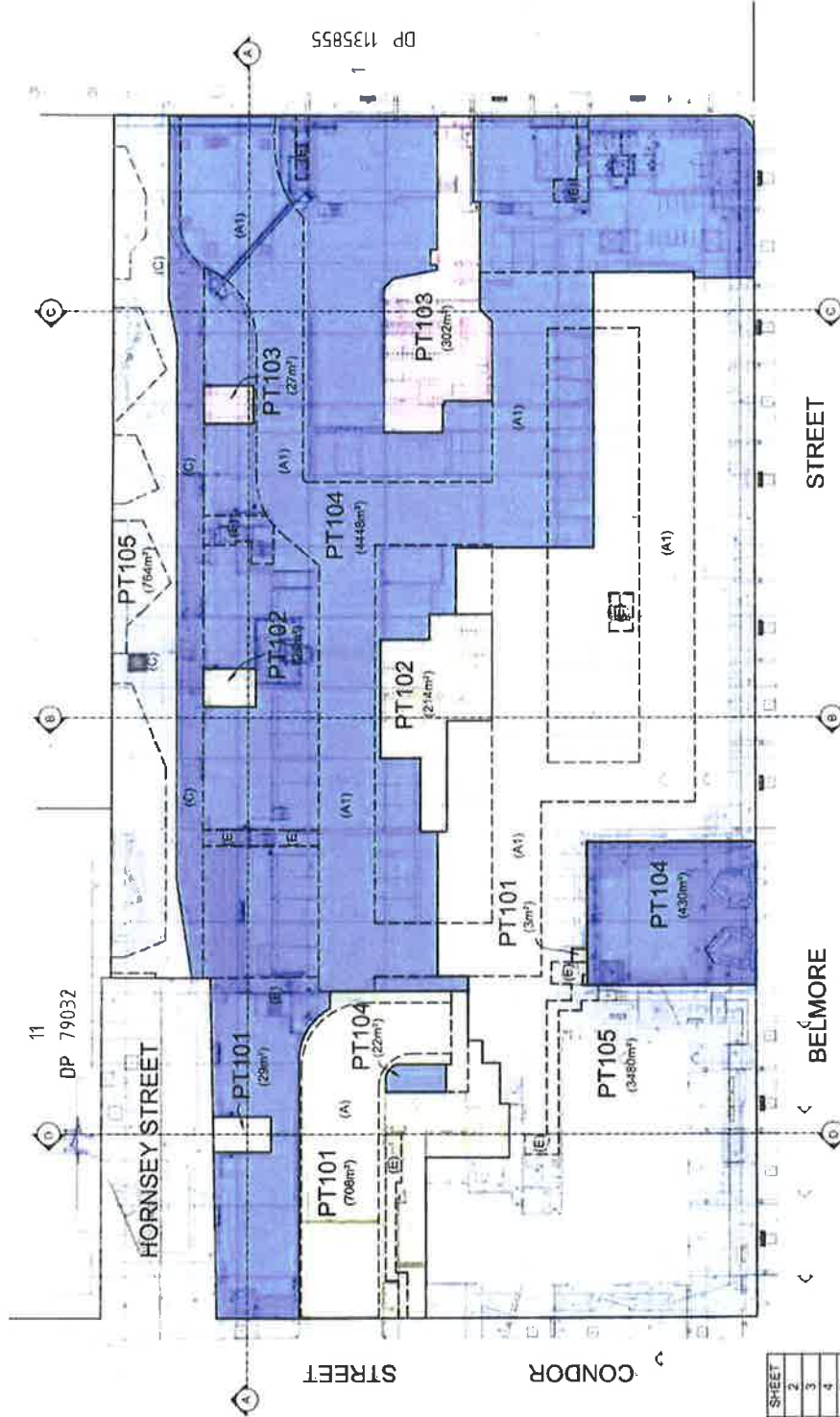
Registered

DP **DRAFT**

BASEMENT LEVEL 1/LOWER GROUND

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19



INDEX

CONTENTS	SHEET
BASMENT 4 AND BELOW	2
BASMENT 3	3
BASMENT 2	4
BASMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
☐ LOT 102 RESIDENTIAL BUILDING B
☐ LOT 103 RESIDENTIAL BUILDING C
☒ LOT 104 RETAIL
☐ LOT 105 COMMERCIAL / COUNCIL

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35538 0140P

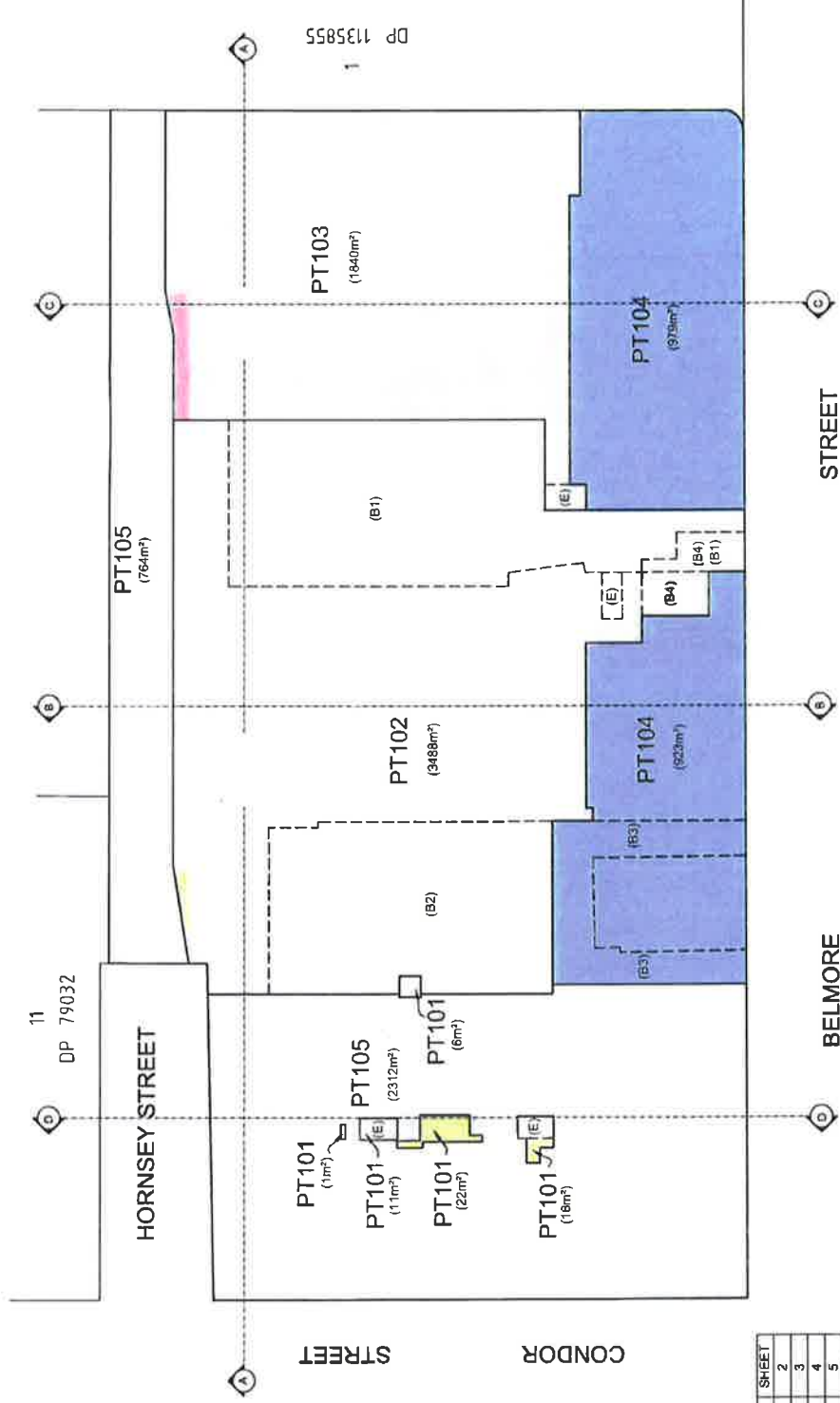
PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252835

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

Registered

DP DRAFT

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19



INDEX	CONTENTS	SHEET
	BASEMENT 4 AND BELOW	2
	BASEMENT 3	3
	BASEMENT 2	4
	BASEMENT 1	5
	GROUND LEVEL	6
	LEVEL 1	7
	LEVEL 2-10	8
	LEVEL 11 AND ABOVE	9
	SECTIONS	10-11
	EASEMENT DESCRIPTIONS	12

- ## PROPOSED STRATUM LOTS

- | | | |
|-------------------------------------|---------|------------------------|
| <input type="checkbox"/> | LOT 101 | RESIDENTIAL BUILDING A |
| <input type="checkbox"/> | LOT 102 | RESIDENTIAL BUILDING B |
| <input type="checkbox"/> | LOT 103 | RESIDENTIAL BUILDING C |
| <input checked="" type="checkbox"/> | LOT 104 | RETAIL |
| <input type="checkbox"/> | LOT 105 | COMMERCIAL / COUNCIL |

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35938 014DP

**PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252835**

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres

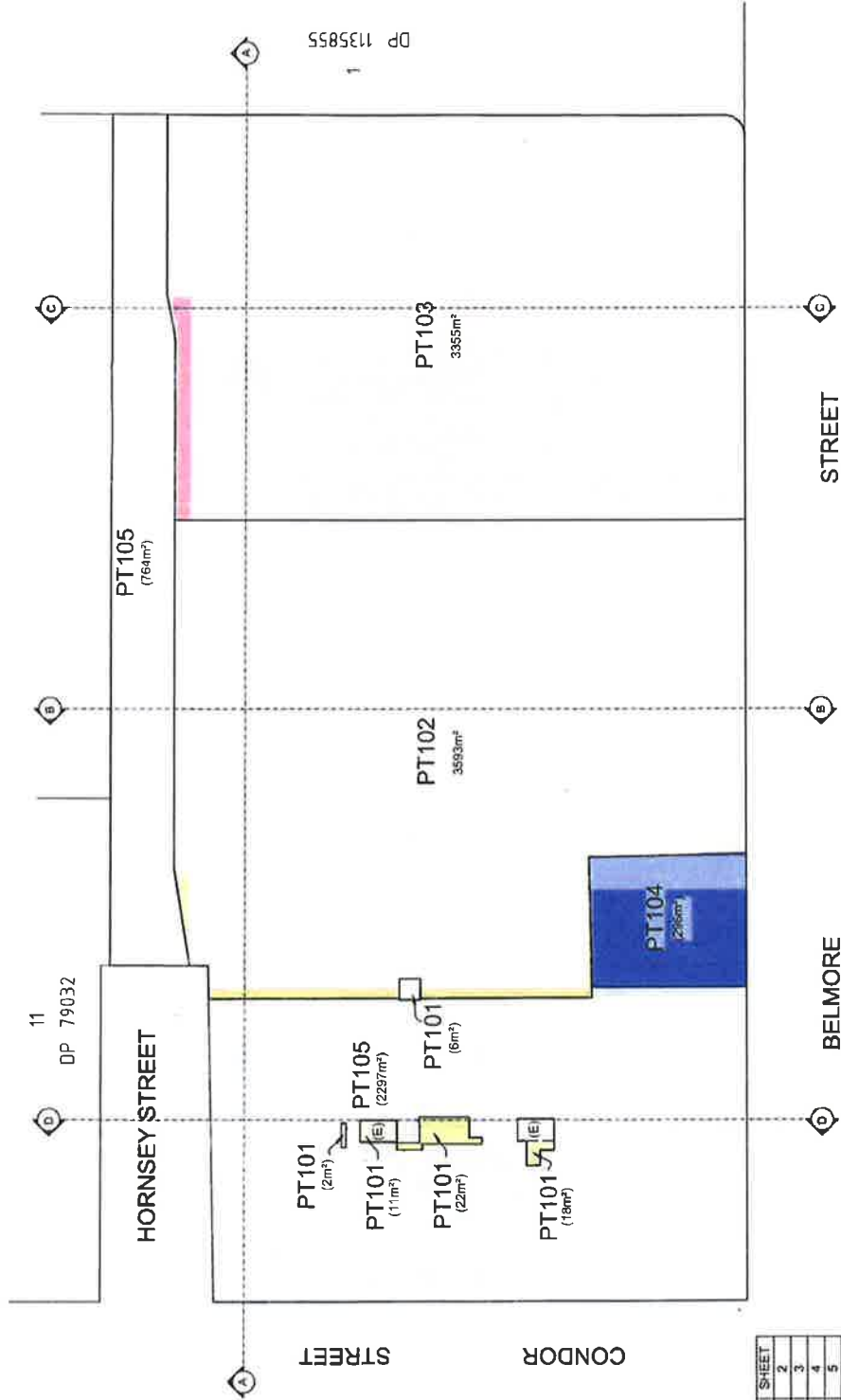
Registered

DP
DRAFT

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19

LEVEL 1



CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
- ☐ LOT 102 RESIDENTIAL BUILDING B
- ☐ LOT 103 RESIDENTIAL BUILDING C
- ☒ LOT 104 RETAIL
- ☐ LOT 105 COMMERCIAL / COUNCIL

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35338 014DP

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1259835

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

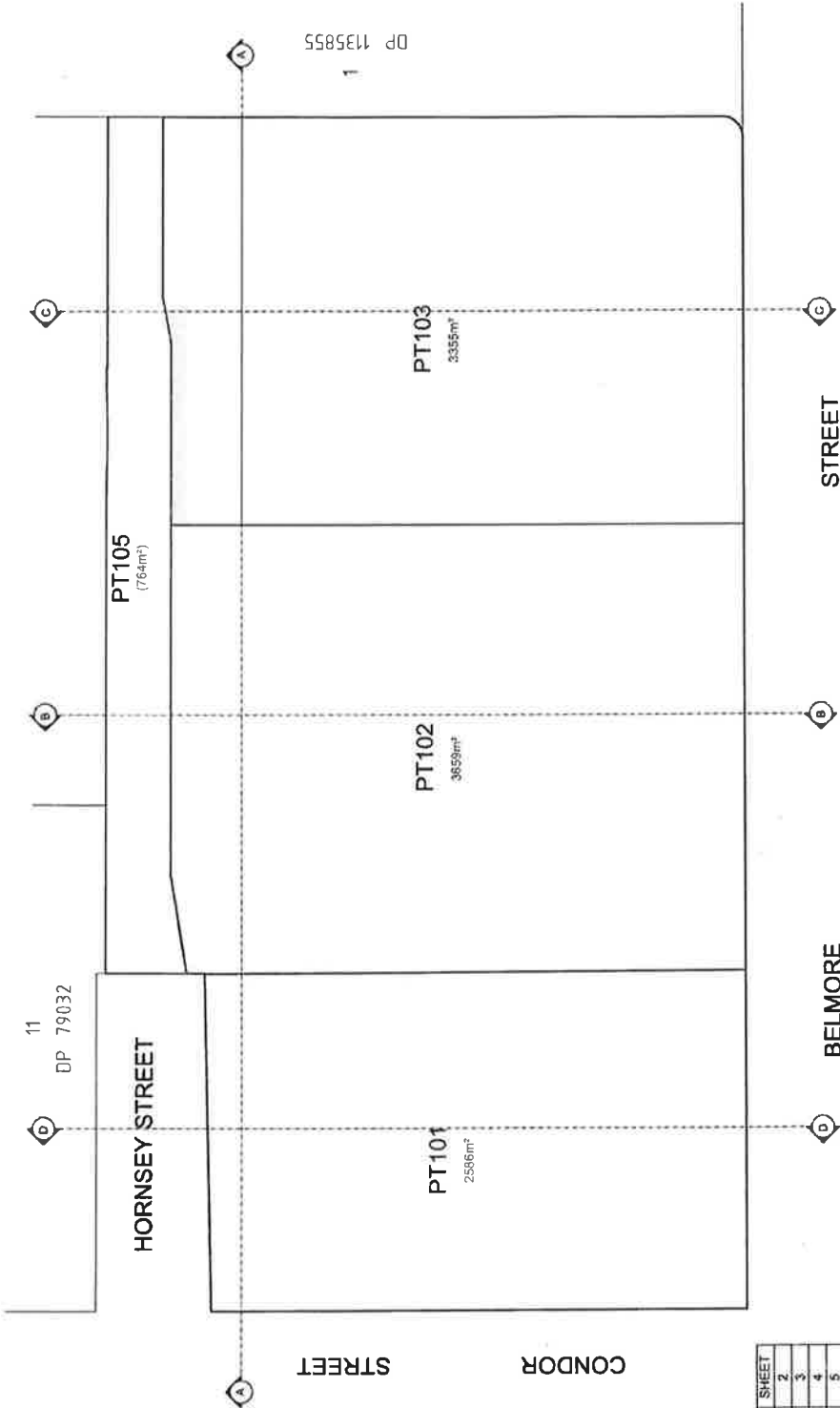
Registered

DP DRAFT

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19

LEVEL 2-10



CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
☐ LOT 102 RESIDENTIAL BUILDING B
☐ LOT 103 RESIDENTIAL BUILDING C
☐ LOT 104 RETAIL
☐ LOT 105 COMMERCIAL / COUNCIL

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35336 0140P

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252635

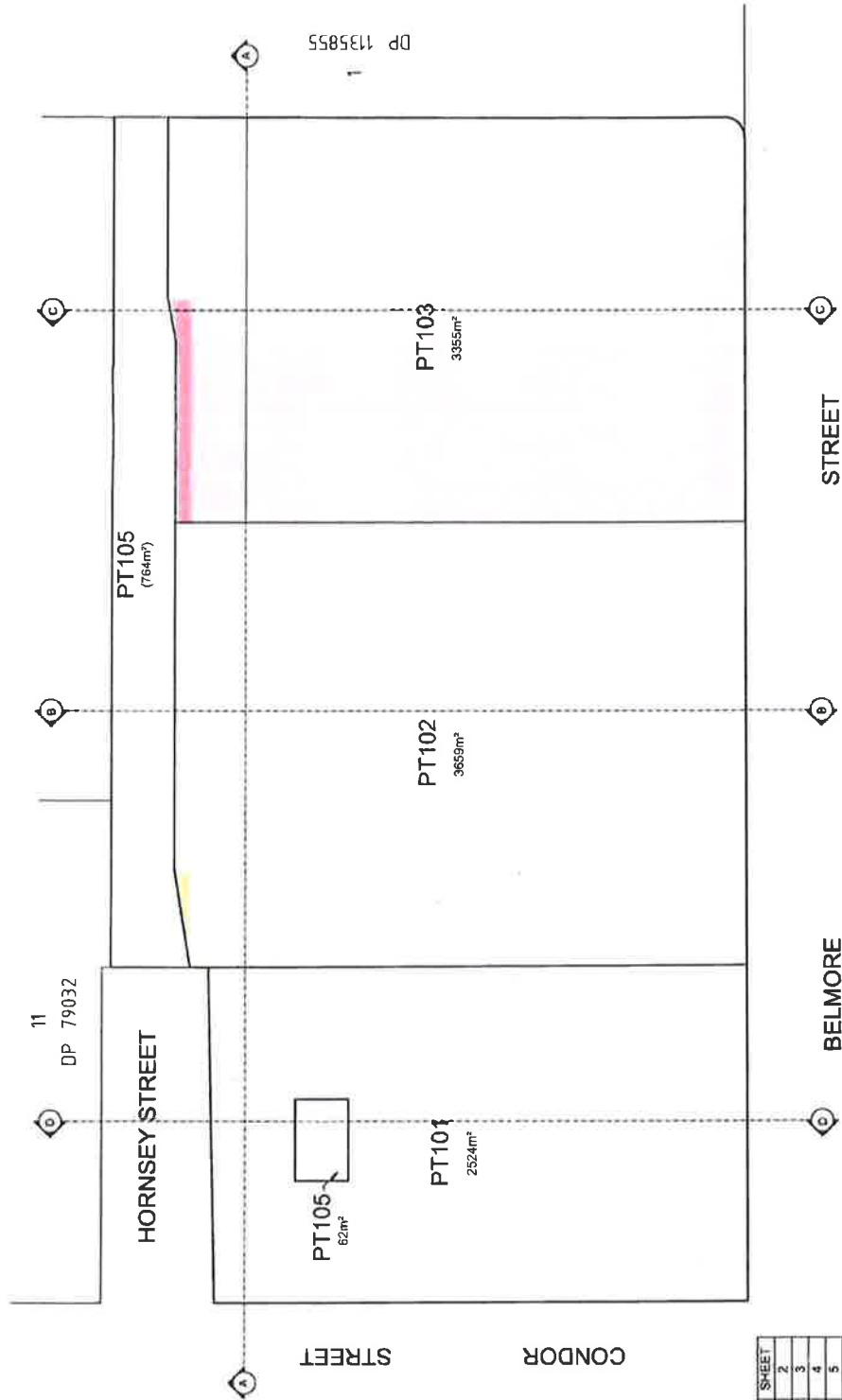
LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

Registered

DP DRAFT

**DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY**

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19



INDEX	
CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
ELEMENT DESCRIPTIONS	12

<input type="checkbox"/>	LOT 101 RESIDENTIAL BUILDING A
<input type="checkbox"/>	LOT 102 RESIDENTIAL BUILDING B
<input type="checkbox"/>	LOT 103 RESIDENTIAL BUILDING C
<input checked="" type="checkbox"/>	LOT 104 RETAIL
<input type="checkbox"/>	LOT 105 COMMERCIAL / COUNCIL

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35938 014DP

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252835

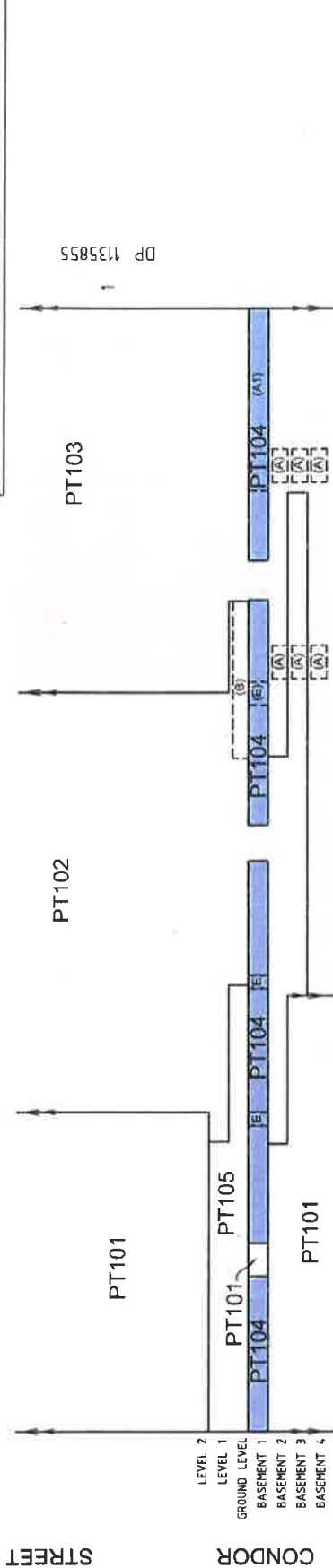
LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres.

Registered

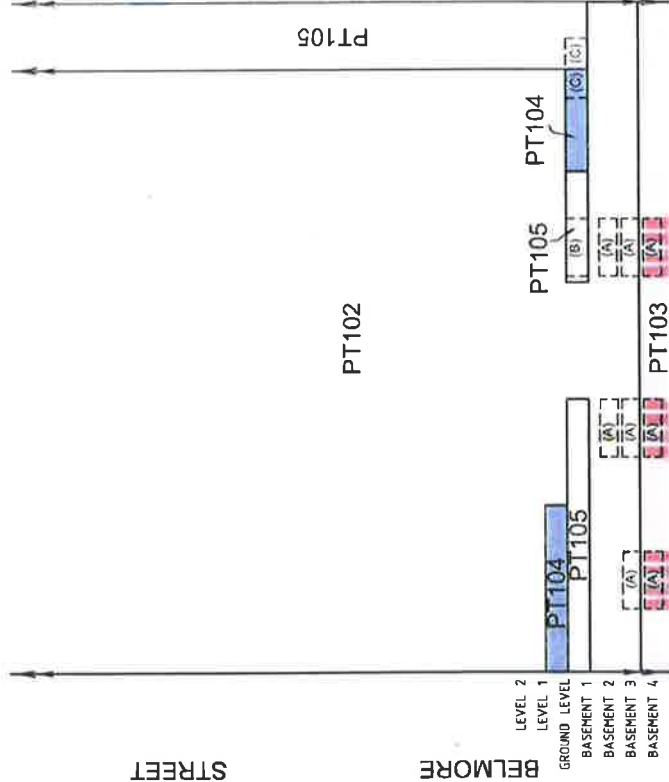
DP DRAFT

DRAFT STRATUM SUBDIVISION PLAN 5 LOT'S
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19



SECTION A-A



SECTION B-B

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

INDEX	
CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
- ☐ LOT 102 RESIDENTIAL BUILDING B
- ☐ LOT 103 RESIDENTIAL BUILDING C
- ☒ LOT 104 RETAIL
- ☐ LOT 105 COMMERCIAL / COUNCIL

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35288 014DP

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252885

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

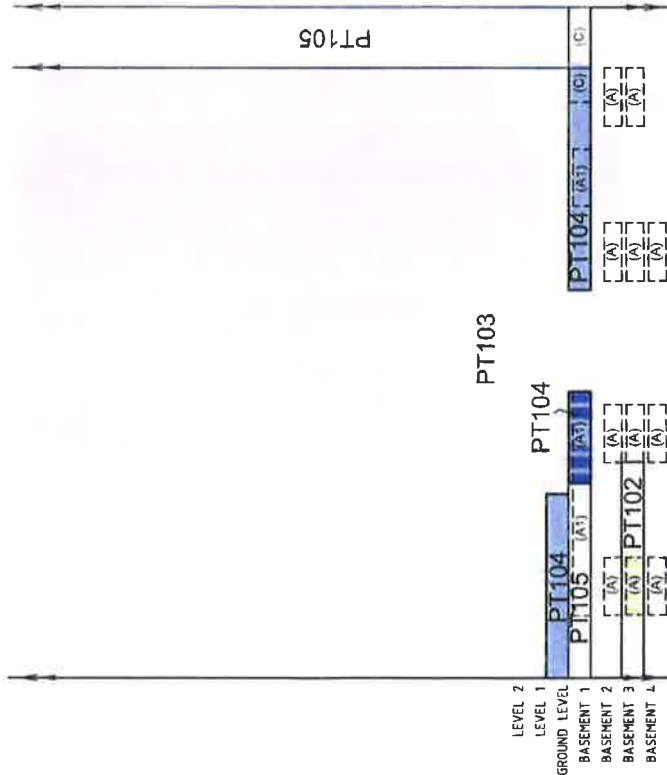
Registered

DP DRAFT

SECTIONS

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19

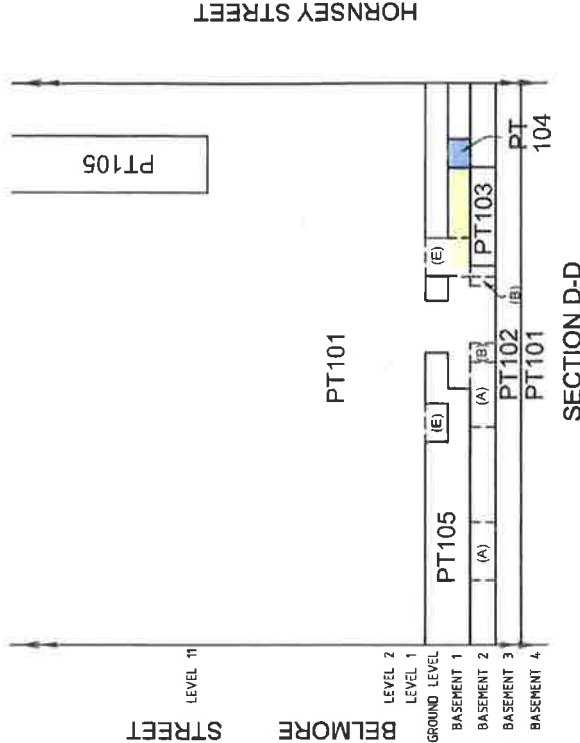


SECTION C-C

CONTENTS	SHEET
BASEMENT 4 AND BELOW	2
BASEMENT 3	3
BASEMENT 2	4
BASEMENT 1	5
GROUND LEVEL	6
LEVEL 1	7
LEVEL 2-10	8
LEVEL 11 AND ABOVE	9
SECTIONS	10-11
EASEMENT DESCRIPTIONS	12

PROPOSED STRATUM LOTS

- ☐ LOT 101 RESIDENTIAL BUILDING A
- ☐ LOT 102 RESIDENTIAL BUILDING B
- ☐ LOT 103 RESIDENTIAL BUILDING C
- ☒ LOT 104 RETAIL
- ☐ LOT 105 COMMERCIAL / COUNCIL



SECTION D-D

SEE SHEET 12 FOR EASEMENT DESCRIPTIONS

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35338 0140P

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1292835

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres Reduction Ratio 1: 400

Registered

DP DRAFT

STRATUM STATEMENTS AND EASEMENTS

DRAFT STRATUM SUBDIVISION PLAN 5 LOTS
PREPARED BY LTS LOCKLEY

ISSUE B: ISSUE FOR DA PURPOSES DATED: 19-09-19

- PROPOSED EASEMENTS AFFECTING THE WHOLE LOT
- EASEMENT FOR SUPPORT AND SHELTER
 - EASEMENT FOR SERVICES
 - EASEMENT FOR ACCESS TO SHARED FACILITIES
 - EASEMENT FOR CONSTRUCTION ACCESS

PROPOSED EASEMENTS

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
- (A1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
- (B1) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
- (B2) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
- (B3) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
- (B4) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
- (B5) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
- (C) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH LIMITED IN STRATUM
- (E) RIGHT TO USE FIRE STAIRS AND EGRESS VARIABLE WIDTH LIMITED IN STRATUM
- (F) RIGHT TO USE LIFT

Surveyor: JOSEPH MONARDO
Date of Survey: DRAFT
Surveyor's Reference: 35938 of 40P

PLAN OF SUBDIVISION OF LOT 100 DP 1185255 & LOT 1
DP 1252835

LGA: BURWOOD
Locality: BURWOOD
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

Registered

DP DRAFT

Schedule 5 – Carpark Specification

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



LOCATION	SPECIFICATION	INCLUDED	COMMENT
Electrical Conduits and communication cables	Electrical Conduits and communications cables for such things including (but not limited) to CCTV, illuminated signage in locations and numbers to be determined and agreed between the Developer and Council	PARTLY	CCTV and signage etc, remain to be located. At present, no conduits or communication cables to any cameras or signs are provided General CCTV cameras are provided but not back to Council office, only to the building security office.
Parking Space Requirements	Burwood Development Control Plan AS 2890.1.2004: Parking Facilities- Part 1 Off Street Parking	YES	55 Parking spaces are provided for office use.
Car Park requirements	Fenced area with a mechanical auto- gate	YES	2400mm High security steel mesh screen delineation between commercial and retail parking. Sliding Gates with Security Card Access are located at entry and exit points.
Car Park Configuration/Layout	AS 2890.1.2004: Parking Facilities- Part 1 Off Street Parking	YES	
Disability Access Requirements	AS 2890.6.2009: Parking Facilities- Part 6 Off Street Parking for People with Disabilities AS 1428.1: Design for Access and Mobility	YES	2 Accessible parking spaces are provided.
Signage Requirements	RTA Guide to Signs and Markings RTA Delineation Guide Part 1-19	YES	Confirmed
Line Marking Requirements	RTA Guide to Signs and Markings	YES	Confirmed
Traffic Generation	RTA Guide to Traffic Generating Developments. State Environmental Planning Policy No 11- Traffic Generating Developments	YES	Confirmed
Miscellaneous	State Environmental Planning Policy No 66- Integrated Land Use and Transport	YES	Confirmed

BURWOOD COUNCIL

193-15

23 MAY 2017

DA

Schedule 6 – Building Services Specification

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



LOCATION	SPECIFICATION	INCLUDED	COMMENT
Base building	Base building finishes for such things including (but not limited) to:		Refer to Office Finish Schedule
	1. Required lighting lux suiting the office environment,	YES	350 Lux
	2. Suspended ceiling finishes,	YES	1200x400mm mineral fibre ceiling tile with two way prefinished steel grid. Plaster Board to perimeter of office, amenities and kitchenette.
	3. Fire protection system	YES	
	4. Carpet	YES	500x500 direct stick carpet tiles to office areas
	5. Provision of network system	YES	Only skirting ducts & network room provision. No Wiring or outlets. They should be provided by the fit out contractor in future.
	6. Basement- a staff GYM with amenities (showers and toilets)	YES	Provided on Basement Level 2. Accessible by lift.
	7. Ground floor- Separate public toilets and staff toilets	YES	Located on lower ground floor level.
	8. Level 1- toilets and showers for the Mayor and GM's offices	YES	Located on north side of building core on upper ground floor level.
	9. Level 2- outdoor landscape areas	YES	An outdoor tiled deck of 43sqm is provided on NE corner of Level 1
Electrical	Sub Distribution Board for <ul style="list-style-type: none"> • Ground floor • Level 1 • Level2 • Basement carpark • Separate meter • Light fittings to meet the office environment requirement • GPOs to the perimeters of the office at each level (not more than 3 meters apart) 	YES	

DISCIPLINE	SPECIFICATION	INCLUDED	COMMENT
IT	<ul style="list-style-type: none"> Server room with reductant air-conditioners (2x) CO2 Fire suppression system Designated DB for the Server racks Provide up to 300 pairs of CAT 6 network cabling for the length of the office on each level with fibre optic cables connection between each floor terminating at the server room 	YES YES YES YES	
Mechanical	<ul style="list-style-type: none"> VRV systems (3 pipes system) Mechanical and ventilation systems with zoning to be determined and agreed between the Developer and Council, Ventilation system to the amenities Range hood to the kitchen 	YES YES YES NO	VRV 3 pipe system provided Zoning to be determined Only Microwave oven provided in kitchenette. There is a kitchen exhaust riser provision for future connection by fit out contractor
PA System	<ul style="list-style-type: none"> Each floor of the office with an over-ride to cover the 3 floors of the office 	YES	Internal PA systems to be provided to an open plan layout
Walls	<ul style="list-style-type: none"> Tinted glass Plastered walls-finished with 3 coat of paints 	YES	Low 'e' glazing used for external walls of office levels. Painted plasterboard linings to core and perimeter walls.
DISCIPLINE	SPECIFICATION	INCLUDED	COMMENT
Floor finishes	<ul style="list-style-type: none"> Carpet tiles for the general area Tiles for the wet area- toilets/shower rooms Vinyl floor finishes for the kitchen Flash back – kitchen bench 	YES YES NO YES	Tiling has been provided to kitchen floors
Hardware	<ul style="list-style-type: none"> Abloy key system 	YES	

Schedule 7 – Fixtures Schedule

Owner: Initial Here 

Developer: Initial Here 

Attorney: Initial Here 

FIXTURES SCHEDULE

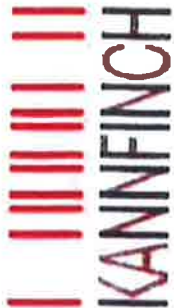
Office Interiors

BURWOOD GRAND

Belmore St, Conder St and Wynne Ave Burwood

Project Number: 6335

Document Number : A13.74



REVISION	AMENDMENT	BY	DATE
A	ISSUE TO QS	IS	30.03.2016
B	ISSUE FOR TENDER	IS	29.04.2016
C	ISSUE FOR REVISED TENDER	IS	26.08.2016
D	ISSUE FOR TENDER ADDENDUM	DA	01.02.2017
E	COUNCIL VPA CHANGES	IS	12.04.2017

Yellow highlighted cells in this document indicate revisions since last issue

BURWOOD COUNCIL

193 - 15 23 MAY 2017

DA

FIXTURES SCHEDULE

BURWOOD GRAND

Belmore Street Conder Street Wynne Ave Burwood

Project number 6335

Document NO : A13.74



OFFICE INTERIOR

FIXTURE	CODE	SPECIFICATION	FINISH/COLOR	IMAGE	MANUFACTURER	SUPPLIER	COMMENTS/LOCATION
1. Sanitary Fixtures							
ACCESSIBLE BASIN	FBNZ.	PRODUCT: CUBE WALL BASIN 1TH AS1428.1 COMPLIANT, 1 TAP HOLE 320MM X 410MM. INCLUDES FLUSH-FITTING WHITE PLUG AND WASTE CODE: 683515W	WHITE PORCELAIN		CAROMA	TBC	ALL ACCESSIBLE WCS
BASIN	BNWM1.	CARBONI II WALL BASIN - 1TH CODE: 865715W 40MM ECO BOTTLE TRAPCODE: 687295C	WHITE PORCELAIN		CAROMA	TBC	ALL MALE & FEMALE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1 EXECUTIVE AMENITY
TOILET PARTITION COAT HOOK & BUMPER	FCHK.	ALL STANDARD AND AMBULANT WCS (PART OF CUBICLE PARTITION) LOCKWOOD PRODUCT NUMBER: L432	POLISHED STAINLESS STEEL		LOCKWOOD	TBC	ALL MALE & FEMALE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1 EXECUTIVE AMENITY
FLOOR WASTE	FFW2.	130MM SQUARE PUSH-IN FLOOR DRAIN 100MM OUTLET MODEL: Q130SR4	FINISH: POLISHED 304 STAINLESS STEEL		SPS	TBC	ALL MALE & FEMALE + ACCESSIBLE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR , LEVEL 1 & LEVEL 1 EXECUTIVE AMENITY
CURVED GRAB BAR	FGRR1.	ACCESSIBLE TOILET CURVE CODES: C39.58.T29.LPS - LEFT HAND C39.58.T29.RPS - RIGHT HAND	POLISHED STAINLESS STEEL		BRODWARE INDUSTRIES	TBC	ALL ACCESSIBLE WCS
GRAB BAR 450 MM	FGRR2.	ACCESSIBLE TOILET STRAIGHT BAR 450MM CODE: C39.58.45	POLISHED STAINLESS STEEL		BRODWARE INDUSTRIES	TBC	ALL ACCESSIBLE WCS
CURVED GRAB BAR	FGRR3.	AMBULANT TOILET CURVED BAR CODE: MLR112	POLISHED STAINLESS STEEL		METLAM	TBC	ALL AMBULANT WCS

FIXTURES SCHEDULE

BURWOOD GRAND








Belmore Street Conder Street Wynne Ave Burwood

Project number 6335

Document NO : A13.74



OFFICE INTERIOR

FIXTURE	CODE	SPECIFICATION	FINISH/COLOUR	IMAGE	MANUFACTURER	SUPPLIER	COMMENTS/LOCATION
GRAB BAR 600 MM	FGRR44.	ACCESSIBLE SHOWER STRAIGHT BAR 600mm x 32mm DIAMETER AS1428.1-2009 COMPLIANT	STAINLESS STEEL			RBA	LEVEL B2 ACCESSIBLE AMENITY
HAND DRYER	FHDY1.	TOUCH-FREE INFRA RED HAND DRYER DYSON AIRBLADE 642H X 302W X 248D CODE: AB14	WHITE		DYSON	TBC	ALL MALE & FEMALE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1 EXECUTIVE
ACCESSIBLE HAND DRYER	FHDY2.	SATIN FINISH COVER. BOBRICK ACCESSIBLE HAND DRYER WALL MOUNTED MODEL NUMBER: B-715E	MATERIAL: STAINLESS STEEL		BOBRICK	TBC	ALL ACCESSIBLE WCS
TOILET PARTITION BOLTS		LOCKWOOD 810 SERIES MORTICE MOUNTED TOILET BOLTS WITH INDICATOR (EMERGENCY RELEASE)	MATERIAL: BRASS INDICATOR TRIM. STAINLESS STEEL STRIKE		LOCKWOOD	TBC	ALL ALL MALE & FEMALE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1 EXECUTIVE AMENITY
ACCESSIBLE FOLDING SHOWER SEAT	SHSA.	AS1428.1-2009 COMPLIANT 960mm [W] x 355mm [D] CODE: B819687	SOLID PHENOLIC SEAT. STAINLESS STEEL FRAME AND BRACKETS		BOBRICK	RBA	LEVEL B2 ACCESSIBLE AMENITY
SHOWER TAPS	SHXR2.	CODE: C19.49.JC	CHROME		BRODWARE INDUSTRIES	TBC	GYM AMENITY
SHOWER HEAD	SHWH.	CODE: C20.10.T2.C	CHROME		BRODWARE INDUSTRIES	TBC	GYM AMENITY

FIXTURES SCHEDULE

BURWOOD GRAND







Belmore Street Conder Street Wynne Ave Burwood

Project number 6335

Document NO : A13.74



OFFICE INTERIOR

FIXTURE	CODE	SPECIFICATION	FINISH/COLOUR	IMAGE	MANUFACTURER	SUPPLIER	COMMENTS/LOCATION
SHOWER MIXER	SHXR.	CAROMA TRACK BATH / SHOWER MIXER CODE: 90203C	CHROME			CAROMA	LEVEL 1 EXECUTIVE AMENITY
SHOWER RAIL & HEAD	SHWR2.	CAROMA TRACK RAIL SHOWER WITH OVERHEAD BUILT IN DIVERTER, SWIVEL ARM, ADJUSTABLE HEAD WELS 3 STAR RATED, 9L/MIN CODE: 90212C3A	CHROME			CAROMA	LEVEL 1 EXECUTIVE AMENITY
SOAP DISH	SPH.	110mm [W] x 50mm [H] 2 DRAIN HOLES, 2 RIDGES CODE: B680	STAINLESS STEEL		BOBRICK	RBA	LEVEL B2 ACCESSIBLE AMENITY
ACCESSIBLE SHOWER RAIL, HANDSET & LEVER MIXER	SHWR1.	WALL MOUNTED AS1428.1-2009 COMPLIANT 32mm DIAMETER, 900mm GRAB RAIL WITH SLIDER, HANDSET WITH 2m HOSE EXTENSION. CODE: RBA4110-990	STAINLESS STEEL			RBA	LEVEL B2 ACCESSIBLE AMENITY
WC PAN	FLSZ.	CODE: 904639	FINISH: WHITE PORCELAIN		CAROMA	TBC	ALL ALL MALE & FEMALE AMENITIES - LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1 EXECUTIVE AMENITY
ACCESSIBLE TOILET SUITE	FLTA1.	CAROMA CARE 800 WALL FACED TOILET SUITE WELS 4 STAR RATED BACK ENTRY CISTERN CHROME BUTTON ASSEMBLY UNIVERSAL TRAP MEETS AS1428.1 REQUIREMENTS CODE: 9018008MG	FINISH: WHITE PORCELAIN SEAT: WHITE		CAROMA	TBC	ALL ACCESSIBLE WCS

FIXTURES SCHEDULE

BURWOOD GRAND








Belmore Street Conder Street Wynne Ave Burwood

Project number 6335

Document NO : A13.74



OFFICE INTERIOR

FIXTURE	CODE	SPECIFICATION	FINISH/COLOR	IMAGE	MANUFACTURER	SUPPLIER	COMMENTS/LOCATION
AMBULANT WC PAN	FTLS1.	CAROMA CARAVELLE EASY HEIGHT CLOSE COUPLED SUITE WELS 4 STAR RATED. 4.5/3L SMARTFLUSH® BACK ENTRY CISTERN CODE: 989200W	FINISH: WHITE PORCELAIN		CAROMA	TBC	ALL AMBULANT WCS - GYM, LOWER GROUND, GROUND FLOOR & LEVEL 1
BASIN MIXER	BMXR2.	CAROMA TRACK MINI BASIN MIXER CODE: 90216CGA	FINISH: CHROME		CAROMA	TBC	ALL MALE & FEMALE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1 - EXECUTIVE
BASIN MIXER (TIMER) TAP	BMXR3.	DELABIE TEMPOSOFT TIME FLOW BASIN TAP AUTOMATIC SHUT-OFF WITHOUT MANUAL CONTACT 6 STAR WATER EFFICIENCY RATING AS1428.1 COMPLIANT	FINISH: CHROME		ENWARE AUSTRALIA PTY LIMITED	TBC	ALL ACCESSIBLE WCS
CUBICLE PARTITION (OFFICE TOILET & GYM AMENITIES)		HI PRESSURE COMPACT LAMINATE TOILET CUBICLE SYSTEM FLOOR MOUNTED AND OVERHEAD BRACED FINISH: POLYTEC FOSSIL MATT	CHARCOAL		TPI INDUSTRIES	TBC	ALL MALE & FEMALE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1 - EXECUTIVE AMENITY
TOILET ROLL DISPENSER	FTRH1.	RADI TOILET ROLL HOLDER MODEL No. RA892CHR DIMENSION: W165 x D79 x H54mm	CHROME FINISH		PHOENIX - HARVEY NORMAN COMMERCIAL	TBC	LEVEL 1 EXECUTIVE AMENITY
SHOWER TOWEL RAIL	FTWR2.	SINGLE TOWEL RAIL MODEL No. C39.55.9C DIMENSION: 900 mm(L)	CHROME FINISH		BRODWARE INDUSTRIES	TBC	LEVEL 1 EXECUTIVE AMENITY
TOILET ROLL DISPENSER	FTRH3.	SURFACE-MOUNTED TOILET TISSUE DISPENSER DIMENSION: 185mm W x 50mm H CODE: B-6857	SATIN FINISH STAINLESS STEEL		BOBRICK	TBC	ALL MALE & FEMALE AMENITIES - GYM, LOWER GROUND, GROUND FLOOR ALL ACCESSIBLE WCS

FIXTURES SCHEDULE BURWOOD GRAND

Belmore Street Conder Street Wynne Ave Burwood

Project number 6335

Document NO : A13.74



OFFICE INTERIOR

FIXTURE	CODE	SPECIFICATION	FINISH/COLOUR	IMAGE	MANUFACTURER	SUPPLIER	COMMENTS/LOCATION
SOAP DISPENSER	FSPD1	SURFACE-MOUNTED SOAP DISPENSER, VERTICAL TANK DIMENSION: 185mm W x 50mm H CODE: B-2111	SATIN-FINISH STAINLESS STEEL		BOBRICK	TBC	ALL MALE & FEMALE AMENITIES & ALL ACCESSIBLE WCS - GYM, LOWER GROUND, GROUND FLOOR LEVEL 1 & LEVEL 1+ EXECUTIVE AMENITY
URINAL	FURN	CAROMA CUBE 0.8L SMART FLUSH ELECTRONIC URINAL BUTTON KIT (CODE: 678660W)	FINISH: WHITE PORCELAIN		CAROMA	TBC	ALL MALE WCS
ACCESSIBLE WC SHELF	FSHLA	SHELF TO AS1428 REQUIREMENTS TOP OF SHELF @900mm ABOVE FFL	STAINLESS STEEL		TBC OR CUSTOM FABRICATE BY BUILDER	TBC	ALL ACCESSIBLE WCS
ACCESSIBLE MIRROR FRAMED	MRA1	BOBRICK ACCESSIBLE COMPLIANT MIRROR CODE: B1658 1639 406W X 990H SAFETY GLASS CONCEALED WALL HANGER	BRIGHT POLISHED ONE PIECE STAINLESS STEEL CHANNEL FRAME WITH MITRED CORNERS		TBC	TBC	ALL ACCESSIBLE WCS
FRAMELESS MIRROR	MRR1	CONCEALED FRAME SIZES AS SHOWN ON ARCHITECTURAL DRAWINGS	POLISHED EDGE, SILVER		STEGBAR	CUSTOM FABRICATED BY BUILDER OR STEGBAR, TBC	ALL MALE & FEMALE AMENITIES - GYM & LOWER GROUND, GROUND FLOOR, LEVEL 1 & LEVEL 1+ EXECUTIVE AMENITY GYM FEATURE WALL (FULL HEIGHT MIRROR)

FIXTURES SCHEDULE **BURWOOD GRAND**






Belmore Street Conder Street Wynne Ave Burwood

Project number 6335

Document NO : A13.74



OFFICE INTERIOR

FIXTURE	CODE	SPECIFICATION	FINISH/COLOUR	IMAGE	MANUFACTURER	SUPPLIER	COMMENTS/LOCATION
SHOWER SOAP HOLDER	SPH.	DELUXE CORNET SOAP BASKET MODEL: DE085	CHROME		DELUXE	TBC	L1 - EXECUTIVE AMENITY
LAMINATE LOCKERS + BENCH	FLCKR1.	LOCKERS AND BENCH 300MM WIDE X 500MM DEEP STANDARD LOCKER DOOR LOCKING: DIGITAL KEYPADTYPE B- 1800 HIGH WITH 110 HIGH PLINTH	COLOUR: GUNMETAL FINISH: FLINT		INTERLOC	TBC	GYM AMENITY (ACCESSIBLE)
TIMBER LAMINATE LOCKERS	FLCKR2.	3 DOOR LOCKER UNIT 300MM WIDE X 500MM DEEP 600mm DOOR HEIGHT CODE: C3	COLOUR: GUNMETAL FINISH: FLINT		INTERLOC	TBC	GYM AMENITY
BENCH	BS1.	T LEG BENCH 300MM WIDE X 1800MM LENGTH X 460 HEIGHT (GYM) 300MM WIDE X 1200MM LENGTH X 460 HEIGHT (LEVEL 1 -EXECUTIVE)	TASMANIAN OAK WITH A 2 PAC FINISH FRAME: POWDER COATED SHS FRAME		INTERLOC	TBC	AMENITY - GYM, LEVEL 1 -EXECUTIVE
2. Kitchenette Fixtures							
MICROWAVE	EMW2.	SMEG STAINLESS STEEL MW W/ TRIM KIT OPTION CODE: SA967CX-2 MICROWAVE 344H X 564W X 510D +33mm HANDLE	SATIN STAINLESS STEEL		SMEG	HARVEY NORMAN COMMERCIAL	LEVEL 1 KITCHENETTE

FIXTURES SCHEDULE

BURWOOD GRAND

Belmore Street Conder Street Wynne Ave Burwood

Project number 6335

Document NO : A13.74



OFFICE INTERIOR

FIXTURE	CODE	SPECIFICATION	FINISH/COLOUR	IMAGE	MANUFACTURER	SUPPLIER	COMMENTS/LOCATION
BAR FRIDGE	ERF.	120 LITRE BAR FRIDGE REVERSIBLE DOORS CODE: HR6BF121S DIMENSION: 515W x 543DW x 820H	STAINLESS STEEL		HISENSE	HARVEY NORMAN COMMERCIAL	LEVEL 1 KITCHENETTE
KITCHENETTE SINK	FKSNK3	CLARK MONACO SINGLE BOWL OVERMOUNT SINK - 410 DEEP X 330 WIDE X 190 HIGH	SATIN STAINLESS STEEL		CLARK	HARVEY NORMAN COMMERCIAL	LEVEL 1 KITCHENETTE
KITCHEN MIXER & TAP	FKMXR2.	ZIP HYDROTAP ALL-IN-ONE BOCHA VENTED FREE-FLOW MODEL NUMBER: AV240/175 HT1717 ORDER CODE: 39124 393H X 470W X 470D (HYRDO UNDER SINK UNIT)	SATIN STAINLESS STEEL			ZIP INDUSTRIES	LEVEL 1 KITCHENETTE

Schedule 8 – Finishes Schedule

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



FINISHES SCHEDULE

Office Interiors

BURWOOD GRAND

Belmore St, Conder St and Wynne Ave Burwood

Project Number: 6335

Document Number : A13.70



Architects
Interior Design
Project Management

100/100 St. Paul St.

REVISION	AMENDMENT	BY	DATE
A	ISSUE TO QS	GK	30.03.2016
B	ISSUE FOR TENDER	IS	29.04.2016
C	ISSUE FOR REVISED TENDER	RB	26.08.2016
D	COUNCIL VPA CHANGES	RB	24.01.2017
E	ADDITIONAL COUNCIL VPA CHANGES	RB	13.02.2017

Yellow highlighted cells in this document indicate revisions since last issue

OFFICE FINISHES SCHEDULE

BURWOOD GRAND

Belmore St, Conder St and Wynne Ave Burwood

Project No. 6335

Document No : A13.70



OFFICE INTERIORS

LOCATION	CODE	DESCRIPTION	FINISH / COLOUR	MANUFACTURER	SUPPLIER	COMMENTS
FOH OFFICE AREAS (LOWER GROUND, GROUND AND LEVEL 1)						
FLOOR		TRETFORD CARPET TILE CODE: 512 ECO TILE SIZE 500X500 INSTALLATION: DIRECT STICK/DUAL BOND	COLOUR: DAPPLE GREY	TRETFORD	GIBBON GROUP C: SUZANNA HOWES M: 0437880443 E: suzanna.howes@gibbongroup.com.au	REFER TO ARCHITECTURAL DRAWINGS A2.15 & A2.51-A2.53
SKIRTING (PERIMETER)		MODULE ALUMINIUM DUCTED 150mm H x 50mm W x 2400mm L	COLOUR: BLACK	MODULE CLIPSAL	CLIPSAL 1300 369 233	REFER TO ARCHITECTURAL DRAWINGS A2.51-A2.53
SKIRTING (CORE WALLS & COLUMN)		50mm H x 15 mm W x 2500mm L ALUMINIUM FLAT SKIRTING CODE: 520536.2	COLOUR: BLACK (DULUX DURALLOY) POWDERCOAT FINISH CODE: 27219268	CRITERION INDUSTRIES	C: NICHOLAS T: 93550700 E: nicholas@critterionindustries.com.au	REFER TO ARCHITECTURAL DRAWINGS A2.51-A2.53
ENTRY Foyer FLOOR (LOWER GROUND)		HONED GRANITE TILE 600mm x 300 mm x 20mm	COLOUR : BLACK	COLORTILE	COLORTILE C: ANGELD TZIKAS T: 96891190 M: 0411072978 E: angelb@colortile.com.au	REFER TO ARCHITECTURAL DRAWINGS A2.51, A11.71
FLOOR (BALCONY- LEVEL 1)		VITRIFIED TILE 300x300mm CODE: CPS8234	COLOUR: GREY	COLORTILE		REFER TO ARCHITECTURAL DRAWINGS A2.53
SILLS (WINDOW)		POWDER COATED ALUMINIUM SILL ON PLASTERBOARD WALL -HEIGHT VARIES	COLOUR: ETERNITY BRONZE PEARL DURATEC: 90083933 SATIN	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	REFER TO ARCHITECTURAL DRAWINGS A2.51 -A2.53 & 13.02.06 TO MATCH POWDERCOATED ALUMINIUM FAÇADE WINDOWS
WALLS (PERIMETER)		PLASTERBOARD	PAINT DULUX WASH AND WEAR COLOUR: ANTIQUE WHITE USA	DULUX		REFER TO ARCHITECTURAL DRAWINGS A2.51-A2.53
WALLS (CORE)		PLASTERBOARD	PAINT DULUX WASH AND WEAR COLOUR: BRASSO	DULUX		REFER TO ARCHITECTURAL DRAWINGS A2.51-A2.53
CEILING (PERIMETER)		PAINTED SET PLASTERBOARD / BULKHEAD SUSPENDED CEILING	DULUX VIVID WHITE CODE PN2F1	DULUX		13MM FLUSH PLASTERBOARD CEILING WITH ACCESS PANELS AS REQUIRED WATER RESISTANT PLASTERBOARD TO WET AREAS. RONDO SUSPENSION SYSTEM .EXTERNAL CORNERS SQUARE REBATE SHADOW EDGE RONDO P50 TO BLIND BOXES.
CEILING (TILES)		ACOUSTIC CEILING TILES WITH ALUMINIUM GRID. MINERAL FIBRE CEILING PANEL SUSPENDED SYSTEM ULTIMA 1200x400 mm SQUARE LAY IN	DULUX VIVID WHITE CODE: PN2F1	ARMSTRONG CEILING SYSTEM	ARMSTRONG CEILING SOLUTIONS C: MURRY HILDEBRAND T: 02 9748 1588 M: 0412636334 E: m.hildebrand@armstrongceilings.com	PRELUDE 24 mm GRID- G19300

OFFICE FINISHES SCHEDULE

BURWOOD GRAND

Belmore St, Conder St and Wynne Ave Burwood

Project No. 6335

Document No : A13.70



OFFICE INTERIORS

LOCATION	CODE	DESCRIPTION	FINISH / COLOUR	MANUFACTURER	SUPPLIER	COMMENTS
BLIND BOX		PREFINISHED ALUMINIUM RECESSED SINGLE BLIND BOX- 125X100 mm	INTERPON D1000 CHARCOAL PEARL MATT- GY237a			
STAIR DOOR		FIRE RATED SOLID CORE FLUSH PANEL TIMBER	PAINT: ACRYLIC FULL GLOSS COLOUR: BEIGE ROYAL HALF	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04
OTHER DOORS		SOLID CORE FLUSH PANEL TIMBER	PAINT: ACRYLIC FULL GLOSS COLOUR: BEIGE ROYAL HALF	DULUX		
DOOR FRAMES		18 GAUGE HOT DIPPED ZINC COATED STEEL WITH INTERNAL ARCHITRAVE	PAINT: ACRYLIC FULL GLOSS COLOUR: BEIGE ROYAL	DULUX		
AIR CONDITIONER GRILLES		ALUMINIUM LINEAR DIFFUSER PART OF RECESSED FLUORESCENT TROFFER	PREFINISHED ALUMINIUM COLOUR: TO MATCH CEILING			REFER TO MECHANICAL ENGINEERS DOCUMENTATION FOR REQUIRED SIZE OF GRILLES AND ELECTRICAL DOCUMENTATION AND LIGHTING SCHEDULE.NOM. 1200x400mm
GYMNASIUM (BASEMENT LEVEL B2)						
FLOOR		TRETFORD CARPET TILE CODE 512 ECO TILE SIZE 500X500 INSTALLATION/DIRECT STICK/DUAL BOND	COLOUR: DAPPLE GREY	TRETFORD	GIBBON GROUP C: SUZANNA HOWES M: 0437863443 E: suzanna.howes@gibbongroup.com.au	REFER TO ARCHITECTURAL DRAWINGS A11.52
WALLS		PLASTERBOARD	PAINT: DULUX WASH AND WEAR COLOUR: ANTIQUE WHITE USA	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	
WALLS (FEATURE)		PLASTERBOARD	PAINT: DULUX WASH AND WEAR COLOUR: BURNISHED RUSSET	DULUX		FOR MIRRORED WALL REFER TO OFFICE FIXTURE SCHEDULE A13.74
SKIRTING (WALLS & COLUMN)		50mm H x 1.6 mm W x 3600mm L ALUMINIUM FLAT SKIRTING CODE: 520536 2	COLOUR: BLACK (DULUX DURALLOY) POWDERCOAT FINISH CODE: 27219268	CRITERION INDUSTRIES	CRITERION INDUSTRIES C: NICHOLAS T: 93550700 E: nicholas@criticonindustries.com.au	
CEILING		PAINTED OFF-FORM CONCRETE	DULUX VIVID WHITE CODE: PN2F1	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	
ENTRY DOOR AND SCREEN		ALUMINIUM FRAMED GLASS DOOR & SCREEN POWDERCOAT FINISH CODE: 26050243	COLOUR: OLDE PEWTER (DULUX)	DULUX		REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04

OFFICE FINISHES SCHEDULE

BURWOOD GRAND

Belmore St, Conder St and Wynne Ave Burwood

Project No. 6335

Document No : A13.70



OFFICE INTERIORS

LOCATION	CODE	DESCRIPTION	FINISH / COLOUR	MANUFACTURER	SUPPLIER	COMMENTS
KITCHENNETE (GROUND & LEVEL 1)						
FLOOR		SIGNORINO FLOOR TILE 300mm x 600mm	RANGE: PARIS 62-187 CODE: NEW YORK COAL GROUT TO MATCH : MAPEI - 113 - CEMENT GREY	SIGNORINO	SIGNORINO C: YULIA MAYDUROVA T 03 9427 9100 M 0412562678	
WALLS		PLASTERBOARD	PAINT: LOW SHEEN ACRYLIC COLOUR: ANTIQUE WHITE USA	DULUX	DULUX GROUP C: ROMINA BASTO M 0434864114 E: romina.basto@duluxgroup.com.au	
SKIRTING		SIGNORINO FLOOR TILE 100mm x 600mm	RANGE: PARIS 62-187 CODE: NEW YORK COAL GROUT TO MATCH : MAPEI - 113 - CEMENT GREY	SIGNORINO	SIGNORINO C: YULIA MAYDUROVA T 03 9427 9100 M 0412562678	
CEILING		PAINTED SQUARE SET PLASTERBOARD CEILING	PAINT: LOW SHEEN ACRYLIC COLOUR: VIVID WHITE	DULUX	DULUX GROUP C: ROMINA BASTO M 0434864114 E: romina.basto@duluxgroup.com.au	REBATE SHADOW EDGE RONDO P50
KITCHEN CUPBOARD CARCASSES & SHELVES		LAMINATE ON HMR PARTICLE BOARD	WILSONART LPM LAMINATE RANGE: "VELVET SHIMMER" CODE: 8134 COLOUR: STIPPLE FINISH: NATURAL	HVG	C: LARISSA REDFERN T 02 9556 6000 M 0414 888 539 E: lredfern@hvg.net.au	REFER TO ARCHITECTURAL DRAWINGS A11 S2 1-A11.53
CUPBOARD DOORS & DRAWER FRONTS		LAMINATE ON HMR PARTICLE BOARD	WILSONART LPM LAMINATE RANGE: "VELVET SHIMMER" CODE: 8134 COLOUR: STIPPLE FINISH: VALVET SHIMMER FINISH	HVG	C: LARISSA REDFERN T 02 9556 6000 M 0414 888 539 E: lredfern@hvg.net.au	
BENCHTOP		SMARTSTONE	PRODUCT: MARENGO (MILAN COLLECTION)	SMARTSTONE		
SPLASH BACK		ZENOLITE HC HIGH GLASS ACRYLIC SHEET 6 mm THICK	COLOUR: MALT	HVG	C: LARISSA REDFERN T 02 9556 6000 M 0414 888 539 E: lredfern@hvg.net.au	
KICKBOARD		LAMINATE ON HMR PARTICLEBOARD	BRUSHED ALUMINIUM CODE: 2022 DECOMETAL	FORMICA	FORMICA T 02 8863 3700	

OFFICE FINISHES SCHEDULE

BURWOOD GRAND

Belmore St, Conder St and Wynne Ave Burwood

Project No. 6335

Document No : A13.70



OFFICE INTERIORS

LOCATION	CODE	DESCRIPTION	FINISH / COLOUR	MANUFACTURER	SUPPLIER	COMMENTS
MALE AND FEMALE AMENITIES AND ACCESSIBLE TOILET (BASEMENT B2, LOWER GROUND LEVEL, GROUND LEVEL & LEVEL 01)						
FLOOR		SIGNORINO FLOOR TILE 300x600mm	RANGE: PARIS 82-187 CODE: NEW YORK COAL GROUT TO MATCH : MAPEI - 113 - CEMENT GREY	SIGNORINO	SIGNORINO C: YULIA MAYDUROVA T: 03 9427 9100 M: 0412562678	
WALLS		SIGNORINO FLOOR TILE 300x600mm	RANGE: PARIS 82-181 CODE: TOKYO WHITE GROUT TO MATCH : MAPEI - 111 - SILVER GREY	SIGNORINO	SIGNORINO C: YULIA MAYDUROVA T: 03 9427 9100 M: 0412562678	
CEILING		PAINTED SQUARE SET CEILING	PAINT ACRYLIC FLAT WITH ANTI- MOULD AGENT COLOUR: VIVID WHITE	DULUX		
DOOR LEAF		25MM SEMI-SOLID CORE FLUSH PANEL TIMBER	PAINT FULL GLOSS ACRYLIC COLOUR: BEIGE ROYAL HALF	DULUX		
DOOR FRAMES		ZINC COATED STEEL	PAINT FULL GLOSS ACRYLIC COLOUR: BEIGE ROYAL HALF	DULUX		P90 TO WALL AND FRAME JOINT REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04
VANITY / LEDGE		SIGNORINO TILE 300x600mm	RANGE: PARIS 82-181 CODE: TOKYO WHITE GROUT TO MATCH : MAPEI - 111 - SILVER GREY	SIGNORINO	SIGNORINO C: YULIA MAYDUROVA T: 03 9427 9100 M: 0412562678	
OFFICE SERVER ROOM (LOWER GROUND LEVEL)						
FLOOR		STEEL TROWEL CONCRETE, SEALED				REFER TO WATERPROOFING SCHEDULE
SKIRTING		NONE				
WALLS		PRECAST CONCRETE / BLOCK WORK	PAINT: LOW SHEEN ACRYLIC COLOUR: NATURAL WHITE	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	
CEILING		OFF FORM CONCRETE - CLASS 3	PAINT: LOW SHEEN ACRYLIC COLOUR: CEILING WHITE	DULUX		

OFFICE FINISHES SCHEDULE

BURWOOD GRAND

Balfiore St, Conder St and Wynne Ave Burwood

Project No. 6335

Document No : A13.70



OFFICE INTERIORS

LOCATION	CODE	DESCRIPTION	FINISH / COLOUR	MANUFACTURER	SUPPLIER	COMMENTS
DOOR FRAME		18 GAUGE HOT DIPPED ZINC COATED STEEL WITH INTERNAL ARACHITRAVE	PAINT: ACRYLIC FULL GLOSS COLOUR: DULUX WAYWARD GREY	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04
DOOR		SOLID CORE FLUSH PANEL TIMBER	PAINT: ACRYLIC FULL GLOSS COLOUR: DULUX WAYWARD GREY	DULUX		REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04
OFFICE SWITCH ROOM (LOWER GROUND LEVEL)						
FLOOR		STEEL TROWEL CONCRETE FALL TO FLOOR WASTE				REFER TO WATERPROOFING SCHEDULE
SKIRTING		NONE				
WALLS		PRECAST CONCRETE / BLOCKWORK	PAINT LOW SHEEN ACRYLIC COLOUR: WHITE	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	
COLUMNS		OFF FORM CONCRETE - CLASS 3	PAINT LOW SHEEN ACRYLIC COLOUR: WHITE	DULUX		
CEILING		OFF FORM CONCRETE - CLASS 3	PAINT LOW SHEEN ACRYLIC COLOUR: CEILING WHITE	DULUX		
DOOR FRAME		18 GAUGE HOT DIPPED ZINC COATED STEEL WITH INTERNAL ARACHITRAVE	PAINT ACRYLIC FULL GLOSS COLOUR: BEIGE ROYAL	DULUX		
DOOR		SOLID CORE FLUSH PANEL TIMBER	PAINT ACRYLIC FULL GLOSS COLOUR: BEIGE ROYAL HALF	DULUX		
VENTILATION GRILLES		ALUMINIUM LINEAR	PREFINISHED METAL POWDER COAT COLOUR: WHITE			REFER TO MECHANICAL ENGINEERS DOCUMENTATION FOR REQUIRED SIZE OF GRILLES
CLEANERS STORE (GROUND LEVEL & LEVEL 1)						
FLOOR		SIGNORINO GREY FLOOR 300x600mm TILE	RANGE: PARIS B2-187 CODE: NEW YORK COAL GROUT TO MATCH: MAPEI - 113 - CEMENT GREY		SIGNORINO C: YULIA MAYDUROVA T: 03 9427 9100 M: 0412562678	
SKIRTING		SIGNORINO GREY WALL 100x600mm TILE	RANGE: PARIS B2-187 CODE: NEW YORK COAL GROUT TO MATCH: MAPEI - 113 - CEMENT GREY			
WALLS		PLASTERBOARD	PAINT LOW SHEEN ACRYLIC COLOUR: WHITE	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	MOISTURE RESISTANT PLASTERBOARD

OFFICE FINISHES SCHEDULE

BURWOOD GRAND
Belmore St, Conder St and Wynne Ave Burwood
Project No. 6335
Document No. : A13.70



OFFICE INTERIORS

LOCATION	CODE	DESCRIPTION	FINISH / COLOUR	MANUFACTURER	SUPPLIER	COMMENTS
CEILING		OFF FORM CONCRETE - CLASS 3	PAINT: LOW SHEEN ACRYLIC COLOUR: CEILING WHITE	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E:rominabasto@duluxgroup.com.au	
DOOR FRAME		18 GAUGE HOT DIPPED ZINC COATED STEEL WITH INTERNAL ARACHITRAVE	PAINT: ACRYLIC FULL GLOSS COLOUR:DULUX WAYWARD GREY	DULUX		REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04
DOOR		SOLID CORE FLUSH PANEL TIMBER	PAINT: ACRYLIC FULL GLOSS COLOUR:DULUX WAYWARD GREY	DULUX		REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04
OFFICE GARBAGE ROOM						
FLOOR		STEEL TROWEL CONCRETE FALL TO FLOOR WASTE				REFER TO WATERPROOFING SCHEDULE
SKIRTING		COVERED RENDER				REFER TO WATERPROOFING SCHEDULE
WALLS		PRECAST CONCRETE / BLOCKWORK	PAINT: FULL-GLOSS ACRYLIC COLOUR: WHITE	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E:rominabasto@duluxgroup.com.au	
COLUMNS		OFF FORM CONCRETE - CLASS 3	PAINT: FULL GLOSS ACRYLIC COLOUR: WHITE	DULUX		
CEILING		OFF FORM CONCRETE - CLASS 3	PAINT LOW SHEEN ACRYLIC COLOUR: CEILING WHITE	DULUX		
DOOR FRAME		18 GAUGE HOT DIPPED ZINC COATED STEEL WITH INTERNAL ARACHITRAVE	PAINT: ACRYLIC FULL GLOSS COLOUR:BEIGE ROYAL	DULUX		
DOOR		SOLID CORE FLUSH PANEL TIMBER	PAINT: ACRYLIC FULL GLOSS COLOUR:BEIGE ROYAL HALF	DULUX		
VENTILATION GRILLES		ALUMINIUM	PREFINISHED METAL POWDER COAT COLOUR: WHITE			REFER TO MECHANICAL ENGINEERS DOCUMENTATION FOR REQUIRED SIZE OF GRILLES
LINK BRIDGE (GROUND LEVEL)						
FLOOR		TRETFORD CARPET TILE CODE:512 ECO TILE SIZE 500X500 INSTALLATION:DIRECT STICK/DUAL BOND	COLOUR:DAPPLE GREY		GIBSON GROUP C:SUZANNA HOWES M: 0437886443 E:suzanna.howes@gibsongroup.com.au	REFER TO ARCHITECTURAL DRAWINGS A9.80- A9.82 REFER TO STRUCTURAL ENGINEERS' DRAWINGS.

OFFICE FINISHES SCHEDULE

BURWOOD GRAND
Belmore St, Conder St and Wynne Ave Burwood
Project No. 6335
Document No : A13.70



OFFICE INTERIORS

LOCATION	CODE	DESCRIPTION	FINISH / COLOUR REFER TO FACADE ENGINEERS SPECIFICATIONS	MANUFACTURER	SUPPLIER	COMMENTS
WALLS		FRAMELESS TOUGHENED GLASS				REFER TO ARCHITECTURAL DRAWINGS A9 B0- A9 B2 REFER TO STRUCTURAL ENGINEER'S DRAWINGS.
CEILING		SUSPENDED PLASTERBOARD CEILING WITH BULKHEAD	DULUX VIVID WHITE CODE: PN2F1	DULUX	DULUX GROUP C: ROMINA BASTO M: 0434864114 E: romina.basto@duluxgroup.com.au	PLASTERBOARD BULKHEAD LINING WITH AIRGRILLE INSERTS AS PER MECHANICAL DRAWINGS SPECIFICATIONS
DOOR FRAME		18 GAUGE HOT DIPPED ZINC COATED STEEL WITH INTERNAL ARACHITRAVE	PAINT: ACRYLIC FULL GLOSS COLOUR: WAYWARD GREY	DULUX		
DOOR		SOLID CORE FLUSH PANEL TIMBER	PAINT: ACRYLIC FULL GLOSS COLOUR: WAYWARD GREY	DULUX		DOOR WITH MAGNETIC HOLD OPEN WITH AUTOMATIC FIRE RELEASE REFER TO DOOR SCHEDULE DOCUMENT A13.01.01 TO A13.01.04 & ELECTRICAL ENGG. DRAWINGS

Schedule 9 – Façade Outline Performance Specification

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



29/04/2016
Job Number 245978-61

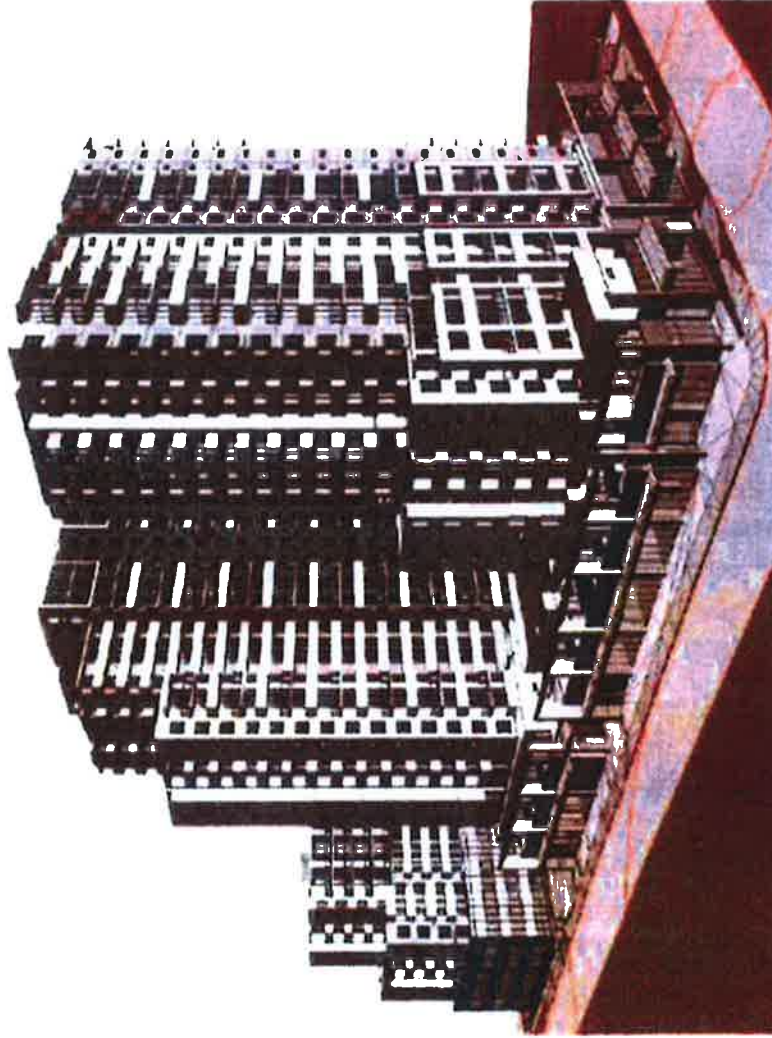
Burwood Grand
Façade Outline Performance Specification

Burwood Grand
Belmore Street, Conder Street and Wynne Ave,
Burwood NSW

Façade Outline Performance Specification

Issue A (For Tender)

29 April 2016



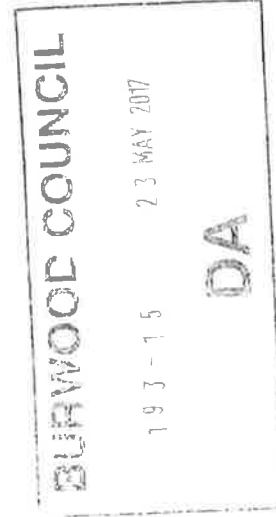
ARUP

Document Verification

Job title	Burwood Grand	Job number	245978-61
Document title	Façade Outline Performance Specification	File ref	
Document ref			
Revision	Date	Filename	
Issue	29 April 2016	Description	
		Prepared by	Checked by
		DY	PR
		Name	Approved by
		Signature	
		Filename	
		Description	
		Prepared by	Checked by
			Approved by
		Name	
		Signature	
		Filename	
		Description	
		Prepared by	Checked by
			Approved by
		Name	
		Signature	

Contents

1	Introduction	3
1.1	Façade Types in this Document	
2	Overview of Envelope Façade Types	3
3	Façade System Descriptions	5
4	Building Envelope Design Parameters	
4.1	Summary of Key Performance Requirements	7
4.2	Material Requirements	10
4.3	Testing and Verification of Design	12



ARUP

1 Introduction

This outline specification describes the different façade systems for the project Burwood Grand. The project includes ground level retail, an office podium with a link bridge and residential apartments above the podium/retail space

The design parameters and performance requirements have been included in this specification to highlight the requirements in order to deliver a quality project for the client

This specification relates to the podium and retail spaces. For the façade requirements for the residential apartments, please refer to the architectural documentation and specification

Refer to architectural documentation for specific locations

2 Overview of Envelope Façade Types

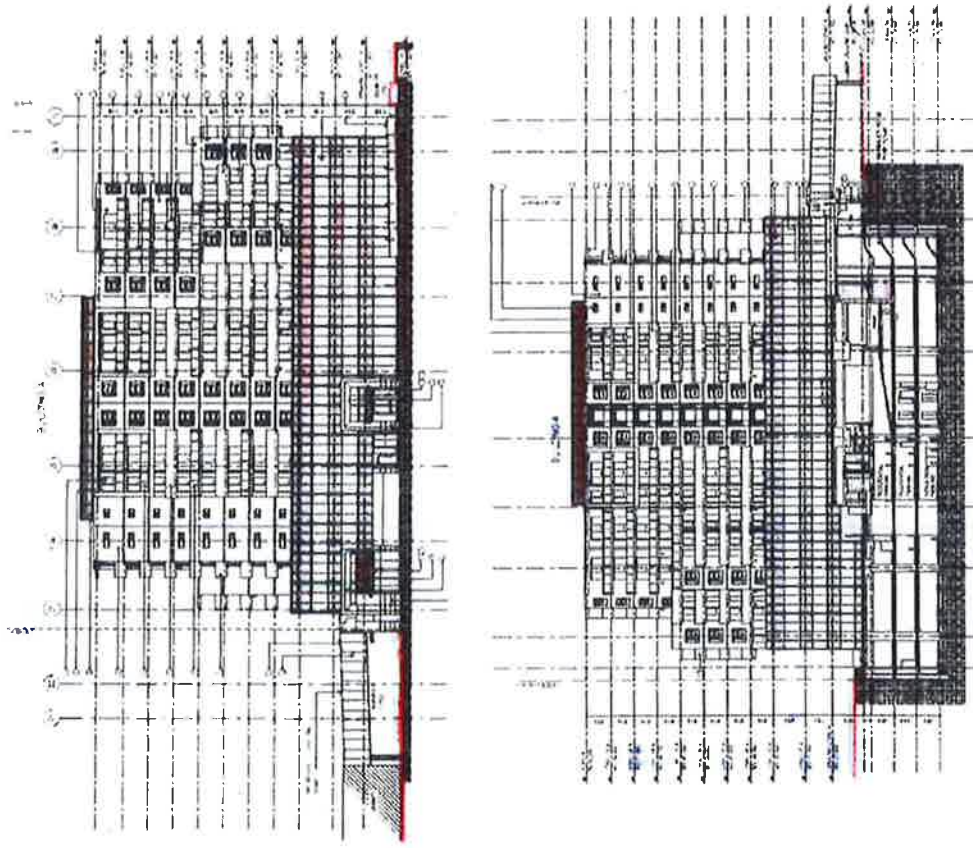
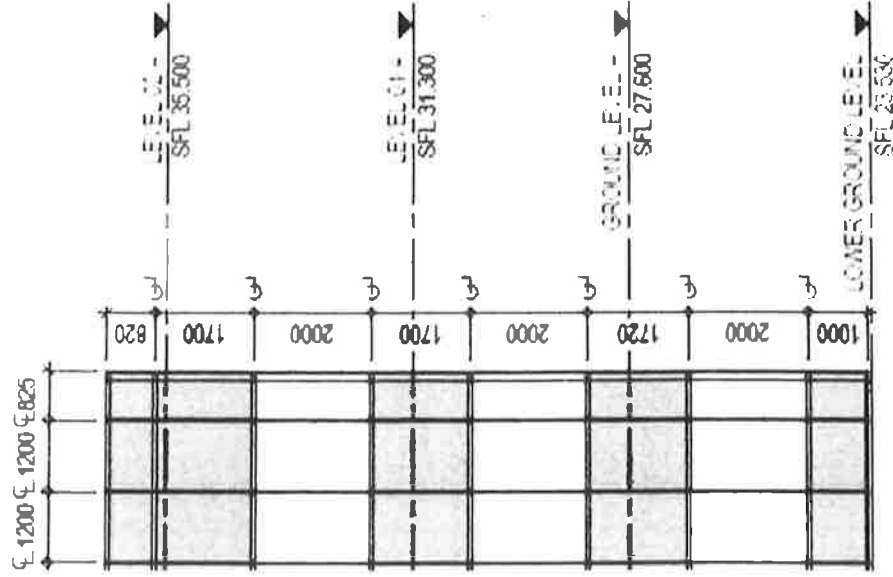


Figure 01 and 02: Elevations showing the retail, podium and link bridge

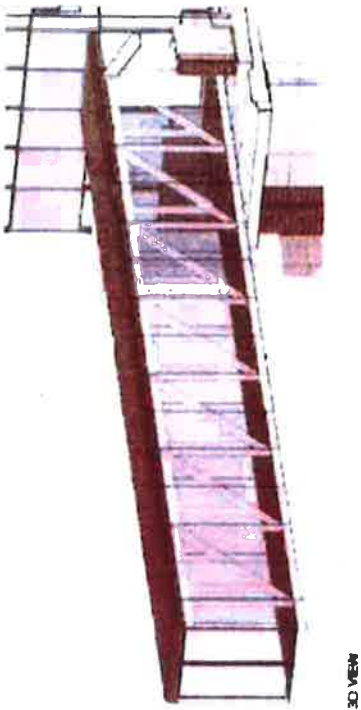
3 Façade System Descriptions

Podium / Office Façade	
System description	System type
	Unitised Curtain Wall system with glazed spandrel panel
Module sizes	Circa 3700mm high x 1200mm wide Refer to architectural drawings
Support/fixing	Aluminium bracket fixed within localised pockets to top of the slab. Aluminium framing is fixed to the bracket.
Glass support	Structurally glazed to aluminium curtain wall framing
Materials and finish	Polyester powder coated to Architect Selection
Vision glass type	GLS-01 See glass performance table - Section 4.1
Spandrel Panel	<p>The spandrel is formed (outside to inside) of</p> <ul style="list-style-type: none"> • Colourback double glazed unit of same product as vision glazing • Ventilated cavity • Insulation • Aluminium panel
Glass type	GLS-01
Construction R-Value (Opaque Portion)	2.8 /m ² K/W (centre pane)



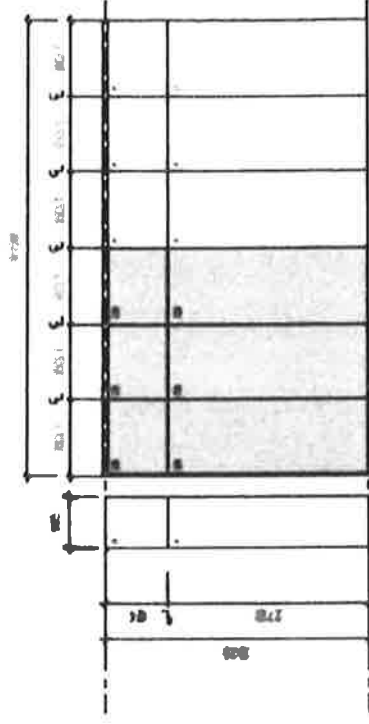
3 Façade System Descriptions

Link Bridge		
System description	System type	
	Module sizes	Frameless glass system with stainless steel patch fittings 3200mm high x 1200mm wide Refer to architectural drawings
	Support/fixing	Stainless steel patch fittings fixed to structural steel truss (by others)
	Glass support	Glass fixed to stainless steel patch fittings Black weather sealant applied between glass joints
Materials and finish	Patch fittings	Stainless steel
Vision glass type	Glass type	GLS-02 See glass performance table - Section 4.1



3 Façade System Descriptions

Retail Façade	
System description	<p>System type: Frameless glass system with glazed spandrel panel</p> <p>Module sizes: Circa 3960mm high x EQ wide Refer to architectural drawings</p> <p>Support/fixing: Glass fin with stainless steel patch fittings as required. Refer to architectural drawings.</p> <p>Glass support: Dead load supported and wind load restrained within glazing channels Top panels to be supported by glass fins with stainless steel patch fittings</p>
Materials and finish	Stainless steel
Vision glass type	<p>GLS-03</p> <p>See glass performance table - Section 4.1</p>
Spandrel Panel / Opaque zone	<p>The spandrel is formed (outside to inside) of:</p> <ul style="list-style-type: none"> Colourback single glazed unit of same product as vision glazing Ventilated cavity Insulation Aluminium panel
	<p>Glass type: GLS-03</p> <p>Construction R-Value (Opaque Portion): $2.8 \text{ m}^2 \text{ K/W}$ (centre pane)</p>
Doors	<p>The doors shall be:</p> <ul style="list-style-type: none"> Frameless glazed pivot doors. Refer to architectural drawings and schedule Glazing to be clear Grade A safety glass



Design Life: Defined as the minimum life the component is designed to meet the performance requirements of this specification		
Component	Minimum design life	
All items that provide support to other components including but not limited to framing members, screws, bolts and connecting brackets	50 years – with no maintenance	
All other components	50 years – with suitable maintenance	

Service Life: Defined as the number of years that the material, component or construction will meet the performance requirements of this Specification without requiring excessive expenditure on operation, maintenance or repair i.e. life to first maintenance		
Component	Minimum service life	Minimum warranties from Practical Completion
Structural components including mullions, transoms, support members, screws, bolts, connections, brackets, etc. (i.e. those that provide support to other components)	50 years	15 years
Insulated glass units	20 years	10 years
Laminated glass	20 years	10 years
Structural Glazing, Canopy, Awnings Systems, Handrails and Balustrades Louvre system	50 years	10 years
Flashings	20 years	15 years
PVDF and anodised aluminium finishes	20 years	15 years
Mild steel and polyester powder coat finishes	15 years	15 years
Internal painted steel finishes	15 years	10 years
Gaskets and sealants	25 years	10 years
Hardware	20 years	1 year
All other components	50 years	As required

4 Building Envelope Design Parameters

4.1 Summary of Key Performance Requirements

Design and execute The Works to achieve/accommodate the following criteria. Incorporate any specific minimum requirements noted. Use the more stringent of performance criteria or minimum requirement.

Comply with the following:

- Current statutory requirements
- The current edition of recognised Australian codes of practice and standards where these exist but may not specifically referred to in this Specification
- Where there is no recognised Australian code of practice or standards the relevant International codes of practice and standards
- Disability Discrimination Act (DDA) requirements.

Where conflicts arise between this specification and the Code or Standard listed the more stringent requirement shall apply.

4 Building Envelope Design Parameters

4.1 Summary of Key Performance Requirements

Barrier loads—Where Applicable				
Cladding reference	Loading		Infill	
	Top edge			
	Horizontal (kN/m)	Vertical (kN/m)	Inwards, outwards or downwards (kN)	Any horizontal direction (kPa) (kN)
	1.5	0.75	0.6	1.5

Wind loads	
Determine in accordance with Façade Pressure Wind Tunnel Test by the Wind Engineer where they exist. Otherwise determine in accordance with AS1170.2 Wind Actions.	

Maintenance loads	
Vertical/near vertical surfaces	500 N applied horizontally through a 150mm diameter contact area on any vertical or near vertical.
Horizontal/near horizontal surfaces	Vertical uniformly distributed load of 0.6kPa, and a concentrated load of 1.1kN acting separately on a 150mm diameter contact area applied separately to any gutters, copings or flat and near flat surfaces.

Façade deflection limits		
Components		Maximum deflection limit
General framing members	Out-of-plane loads	Min. Span/250 or 20mm
	Dead loads	Span/360
Glass	DGU with unsupported edge	Min. Span/175 or 20mm
	DGU 4-edge supported	Lesser of Span/90 or 20mm
	Single glass	Span/60
Visible glazed or cladding edges		
		Span/360
Metal panels – out-of-plane loads		Lesser of Span/60 or 20mm

Superstructure tolerances	
Refer to structural engineer's report or clarify with structural engineer	

Building Movements	
Refer to structural engineer's building movement report	

Environment	
Internal (with air-conditioning)	
Temperature Range	21°C—23°C
Relative Humidity	55% RH (Summer)
	50% RH (Winter)
External	
Summer Temperature	32.5°C dry bulb 23°C wet bulb
Winter Temperature	7°C wet bulb

Noise Control	
The Works shall not creak, rattle, whistle or make any other noises due to the effects of thermal and structural movement and wind and air movement.	
For airborne sound insulation and flanking sound isolation, refer to Acoustic Consultant's Report.	

Accommodation of thermal movement	
External	0°C to +90°C
Internal exposed to direct sunlight	+10°C to +40°C

4 Building Envelope Design Parameters

4.1 Summary of Key Performance Requirements

Thermal performance of glazed facades				Vision Glass - Centre Pane Values			Glass & Frame Values	
Façade Type	Glass Type	VLT %	U-value W/m ² K	SHGC (max)	Reference Product	U-value (Max) W/m ² K	SHGC (max)	
Podium / Office	GLS-01	48	1.7	0.23	CSG BJ52S	4.0	0.23	
Link Bridge	GLS-02	16	5.4	0.22	WHTB CSS20 on Crystal Grey	5.4	0.22	
Retail	GLS-03	78	3.8	0.63	CSG Clear laminated with Planibel	5.7	0.68	

Air infiltration	
Building reference	Maximum air filtration
Fixed facades	0.3 L/m2s at 300 Pa. Contractor to confirm

Fire rating and stopping	
	Not applicable to this project

Corrosion	
	Project corrosivity category in accordance with AS 4312
	C3 - Medium

Water penetration	
Cladding reference	No water penetration when tested in accordance with the following standards
Fixed facades	AS 4284
Operable facades	AS 2047

Fatigue	
Design in accordance with Australian Standards e.g. AS 1664.1 and AS 1664.2	<ul style="list-style-type: none"> Fatigue factor 2 Limit natural frequency of façade elements susceptible to wind excitation to 12 Hz or higher

Vapour barriers	
	Where a vapour barrier and separate weathering membrane are present in the same wall construction, the vapour barrier shall have a lower permeability than the outer membrane

Glass Replacement	
	To be replaced from internal areas

BURWOOD COUNCIL

19 3 - 15 23 MAY 2017

DA

4 Building Envelope Design Parameters

4.2 Material Requirements

General - All materials shall conform to the appropriate current Australian Standards or where these do not exist to appropriate international standards. All materials must have a proven track record of at least 10 years in Australia for their proposed application. Materials which do not have this track record may be proposed but any testing regime to assess their suitability must be agreed and the costs associated with testing and consulting fees for witnessing and assessing these tests will be borne by the subcontractor.

Aluminium - shall have the chemical composition and temper appropriate for its function, exposure and applied finish

Use Grade 6060-T5/T6 or 6063-T5/T6 for extrusion members and 6061-T6 for brackets or approved equal

Sheets for hidden flashings shall not be less than 1.6 mm thick. Sheets for all components exposed to view or to impact shall not be less than 2.5 mm. For curtain wall framing, minimum wall thickness shall be 2.5 mm for structural elements, and 1.2 mm for non-structural elements, unless agreed otherwise.

Composite Sheet—Use a composite sheet with a fire retardant core sandwiched between two skins of 0.5mm thick aluminium (1100 or 3105) sheets

Minimum sheet thickness shall be 4mm internally and 6mm externally, unless agreed otherwise

Vee cut fold and reinforce all corners with aluminium reinforcing angles bonded internally. Avoid exposed panel edges

Fix any stiffeners as required to resist wind load and as to ensure panel remain visually flat with structural adhesive which will not distort the visible panel face

Form individual panels as cassettes with 45 degree mitre cut to side of panels (vertical) as recommended by manufacturer

Reference products for quality are Alucobond A2 or Equal. Obtain composite panel manufacturers written endorsement of proposed details

Extrusions—Use Grade 6060-T5/T6 or 6063-T5/T6 for painted or powder coated extrusion members and 6061-T6 for brackets

Extrusions shall have webs, walls, and flanges of sufficient thickness to eliminate permanent distortion of elements in the finished Works

For structural extrusions, minimum wall thickness shall be 2.5mm for structural elements, and 1.2mm for non-structural elements, unless agreed otherwise

Die lines shall be minimised to the Superintendent's satisfaction by providing control samples
Submit certificates of analysis for the aluminium extruded for The Works prior to fabrication

Glass - shall comply with AS 1288, AS/NZS 2208 and AS/NZS 4667
Quality to be in accordance with ASTM C1036, Table 2, free from cracks, scratches, bubbles, blisters, all inclusions of deleterious matter including nickel sulphide and other defects that interfere with the appearance and performance. All exposed glass edges are to have flat polished treatment unless otherwise agreed

Toughened glass shall **not be used without approval** and is to be heat soaked. All glass that is required to be heat treated shall have the roller marks parallel to the sill (horizontal) unless approved by the Client. Verify that all glazing that is not heat treated is thermally safe and will not be susceptible to heat cracking

Laminated glass shall be in accordance with AS 1288, ASTM C1172, ISO 12543 and shall conform to AS/NZS 2208 Class A. The interlayer shall be polyvinylbutyral (PVB) or DuPont-Sentry Glas Plus if indicated in the descriptions section. PVB material to be manufactured by Solutia or E.I. du Pont de Nemours Corporation

Opacified coatings shall be uniform in thickness and colour and when viewed from the exterior not display any inconsistency in colour or appearance. Thermally treat glass to eliminate the potential for breakage due to thermal shock

Double glazed units (DGUs/IGUs) shall be hermetically sealed and comply with AS/NZS 4666. Spacers separating the panes of glass shall be aluminium alloy with a black anodised finish unless noted otherwise and shall have adequate rigidity for their purpose. They shall be specifically designed to accommodate the seal and contain desiccant, allowing both to operate at maximum efficiency

4 Building Envelope Design Parameters

4.2 Material Requirements

Sealants and adhesives - silicone shall be manufactured by Dow Corning, Rhone Poulenc, Tremco, or approved equal and is to be used in accordance with the sealant manufacturer's recommendation. Sealants shall be compatible and non-staining. Design sealant geometry to accommodate the anticipated substrate movements. Non-structural sealants shall be either low modulus silicone (where exposed or concealed) or Approved polyurethane (where concealed). Use closed cell backing rods which do not adhere to the sealant and are compatible with the substrate.

Mild steel plates and sections - Unless specifically stated otherwise hot-rolled sections, welded sections, plates and bars shall be Grade 300Plus Ordinary Weldable, conforming to AS1594, AS3678 and AS3679 (all parts). Steel that is not manufactured to the above codes but can be identified as being manufactured to another Standard shall be accepted or rejected on the basis of figures published in the above Standards. Hollow sections shall conform to AS1163. Certificates of test in accordance with AS1391 and AS1710 in regard to the mechanical properties and quality of materials shall be made available if required.

Mild steel only to be used internally.

Stainless steel - unless noted otherwise, use grade 316 for visible components or components outside the air seal line and grade 304 elsewhere. Use grade A4 (316 or equivalent) for visible or external fasteners, grade A2 (304 or equivalent) shall be used elsewhere internally.

Stainless steel finishes - hardware and other finishes - see Architectural specification.

Stainless steel finish/treatments - all surfaces to be electropolished to 5µm to reduce tea staining.

Thermal insulation - shall comply with AS/NZS 4859.1 and BS EN 13162. Insulation shall be inert, durable, rot and vermin proof, CFC and HCFC free, not support mould fungal or bacteria growth.

Gaskets and dry weather seals - use EPDM or Silicone rubber or approved equivalent. Do not use PVC.

Setting blocks for glazing - use dense heat cured silicone rubber with a Shore A hardness of 80-90 durometer. For side blocks use dense heat cured silicone rubber with a Shore A hardness of 60-70 durometer. Calculate setting block lengths to adequately support the glass.

Aluminium finishes - Shop finish all visible and all other surfaces of aluminium that will be exposed to the external environment. This includes all cut ends of extrusions where exposed internally and externally.

Polyester powdercoat (PPC) to be heavy duty, external, such as Interpon 2015 polyester or approved equal that conforms to AS 3715 and AAMA

2604. Use PPC to all internal surfaces unless noted otherwise. PVDF/Fluoropolymer powder coats - use Interpon D3000 or equivalent that conforms to AAMA 2605.

Anodising - anodic oxidation of aluminium shall comply with AS 1231 with thickness grade AA25. Aluminium to be anodised shall comply with Appendix B of AS 1231.

Mild steel finishes - To be in accordance with below table. All painting shall be applied in accordance with AS 2312 - Section 8 and Section 11. Hot dip galvanized coatings are to be in accordance with AS/NZS 4680.

Steel member or surface	Abrasive blast cleaning to AS1607.4	Protective System (min. dry film thickness)		
		1st coat	2nd coat	3rd coat
Internal steelwork, not visible	2.5	Hot dip galvanized	N/A	N/A
Visible internal steelwork	2.5	Inorganic Zinc Silicate (75µm)	High Build Polyurethane (100µm)	N/A

4 Building Envelope Design Parameters

4.3 Testing and Verification of Design

Physical testing - all testing to be carried out by a NATA approved testing authority

Subcontractors shop drawings - prepare shop drawings in accordance with AS 1100 in a professional manner by a person experienced in this type of drafting. Shop drawings certified by a Registered Structural Engineer (NPER/RPEQ registered) are to be submitted prior to fabrication commencing with sufficient time to allow review by the Superintendent

Subcontractors structural calculations - full and detailed computations to be conducted by an approved Registered Structural Engineer (NPER/RPEQ registered). Submit computations for approval for all members and fixings including prototype and other associated works. Calculations are to be submitted simultaneously with shop drawings.

Subcontractors thermal calculations - submit calculations for approval demonstrating compliance with the project's thermal performance requirements. The heat transferred through windows, curtain walls and other thermally complex systems shall be assessed by two-dimensional numerical analysis.

Samples - provide reference samples and control range samples of all materials

Glass performance - Allow for tests to validate glazing performance (SHGC, U-value, reflectivity) of each glazing type

Method statements, specifications, calculations and data sheets
Provide the following:

Method statements of installation/erection including sequence of construction and access methodology for each system

Method statements of how to produce distortion-free components and assemblies

Method statements of assembly, jointing, sealing and fixing of spandrel panels and other facing panels, particularly where joined edge to edge

Calculations / specifications / data sheets /etc demonstrating how performance criteria (thermal insulation, fire resistance, smoke barrier, sound transmission, lightning protection etc) are to be met

Visual mock-ups - before commencing facade production, provide Prototype Visual Mock-ups. Components are only required to show the internal and external appearance, arrangement and dimensions. Final extrusion profiles will not be required. Final glass proposed and current colours of elements as noted on the Contract Documents will be required. The intention is to show the relationship between glazing, metalwork framing and their joints, etc., and allow any final minor adjustments to be made to the design prior to fabrication.

- Architect to confirm requirements and size of visual mock-ups if required.

Prototype testing - demonstrate that the performance requirements of this specification can be met by presenting certificates of the facade performance test results of a completed installation utilising a similar system, similar wind loads and of similar size and geometry

If a Test Certificate as described above is unavailable, carry out a prototype weather test. The test report shall indicate compliance, or not, with the test criteria. Test in accordance with AS/NZS 4284 or AS2047 as noted. Where the prototype test is unsuccessful, an additional test shall be carried out following modification. The costs of this additional test including the costs of witnessing the test by the consultant team shall be borne by the Subcontractor.

Facade prototype test samples shall be a minimum of 3 modules wide and 1 storeys high (having a minimum of two horizontal stack joints for curtain walls) or a single storey height and three panels wide for floor to floor system and incorporate at least one example of each component and construction method in the system.

On site hose tests - conduct site hose tests of the first two bays of each cladding type to AAMA 501.2. Allow for 5 full days of additional hose testing to be conducted on areas randomly selected

by the Superintendent

Fixings - provide all the necessary test data, calculations and technical information to demonstrate that the proposed fixings are adequate. Submit the Manufacturer's written certification that the fixings and details proposed by the Subcontractor are appropriate for their intended use.

Certification - provide certification by a Chartered Structural Engineer (NPER/RPEQ registered), that the design, fabrication and installation of the facade systems meets the requirements of the contract documents, in a form acceptable to the local relevant approval authority and the Superintendent.

Quality Assurance - Arrange all quality control procedures necessary to ensure that the design of all elements conforms to the Contract Documents. The design quality system requirements shall be in accordance with AS/NZS ISO 9001. Submit a Design Quality Plan documenting all quality control systems, work procedures, check lists, and audit plans, for the design of the elements. Internal quality audits shall be scheduled within the Quality Plan. Submit copy of all Quality Assurance records to Superintendent on monthly basis.

Schedule 10 – Future Link Bridge Connection

Owner: Initial Here



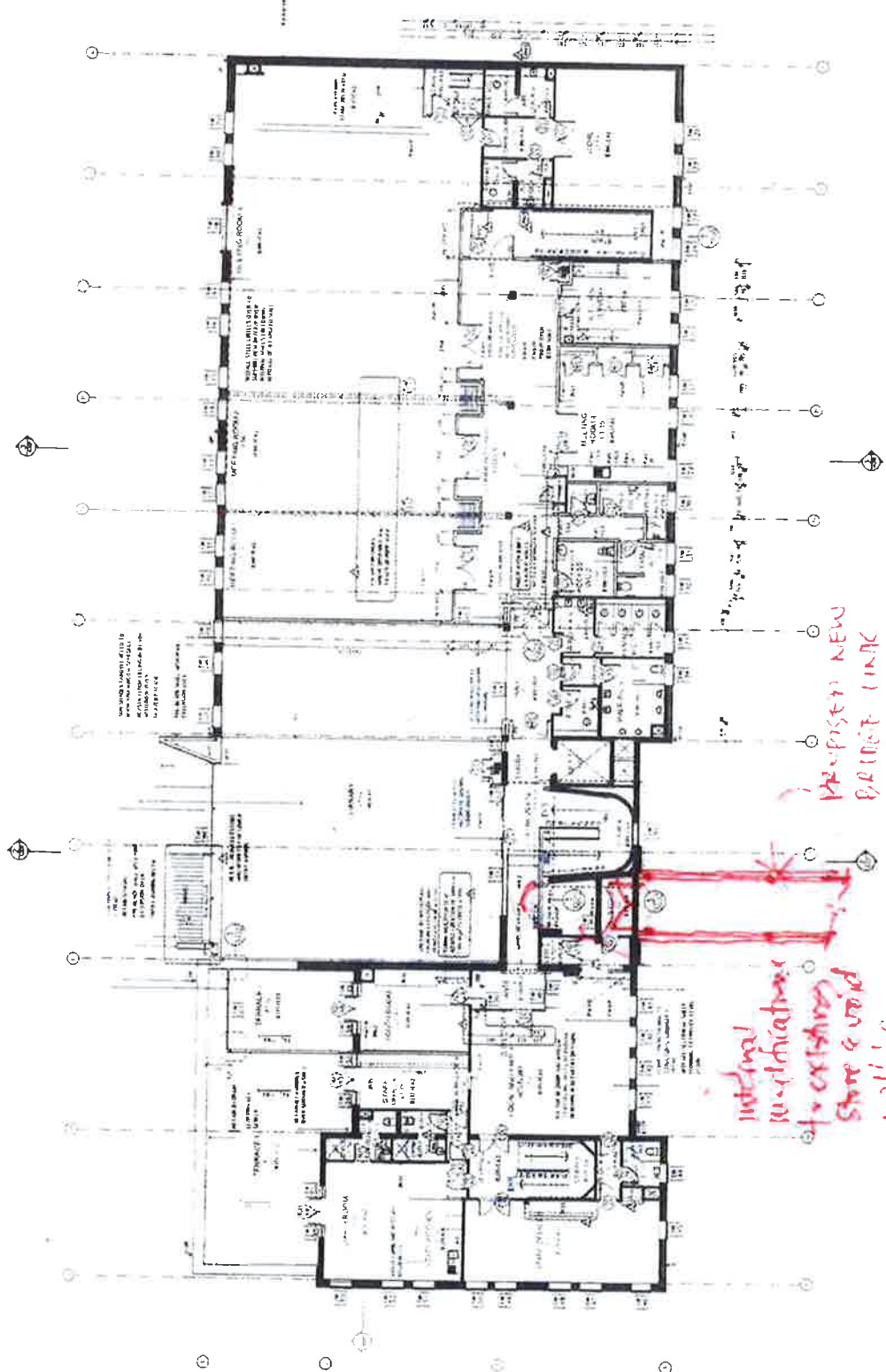
Developer: Initial Here



Attorney: Initial Here



marked



BURWOOD COUNCIL
BURWOOD LIBRARY & COMMUNITY HUB
22000 ST. D.
1937-13
19 MAY 2017

FIRST FLOOR PLAN

RD TP TPJSCZ
120311 MAR 13 1:00 PM AT

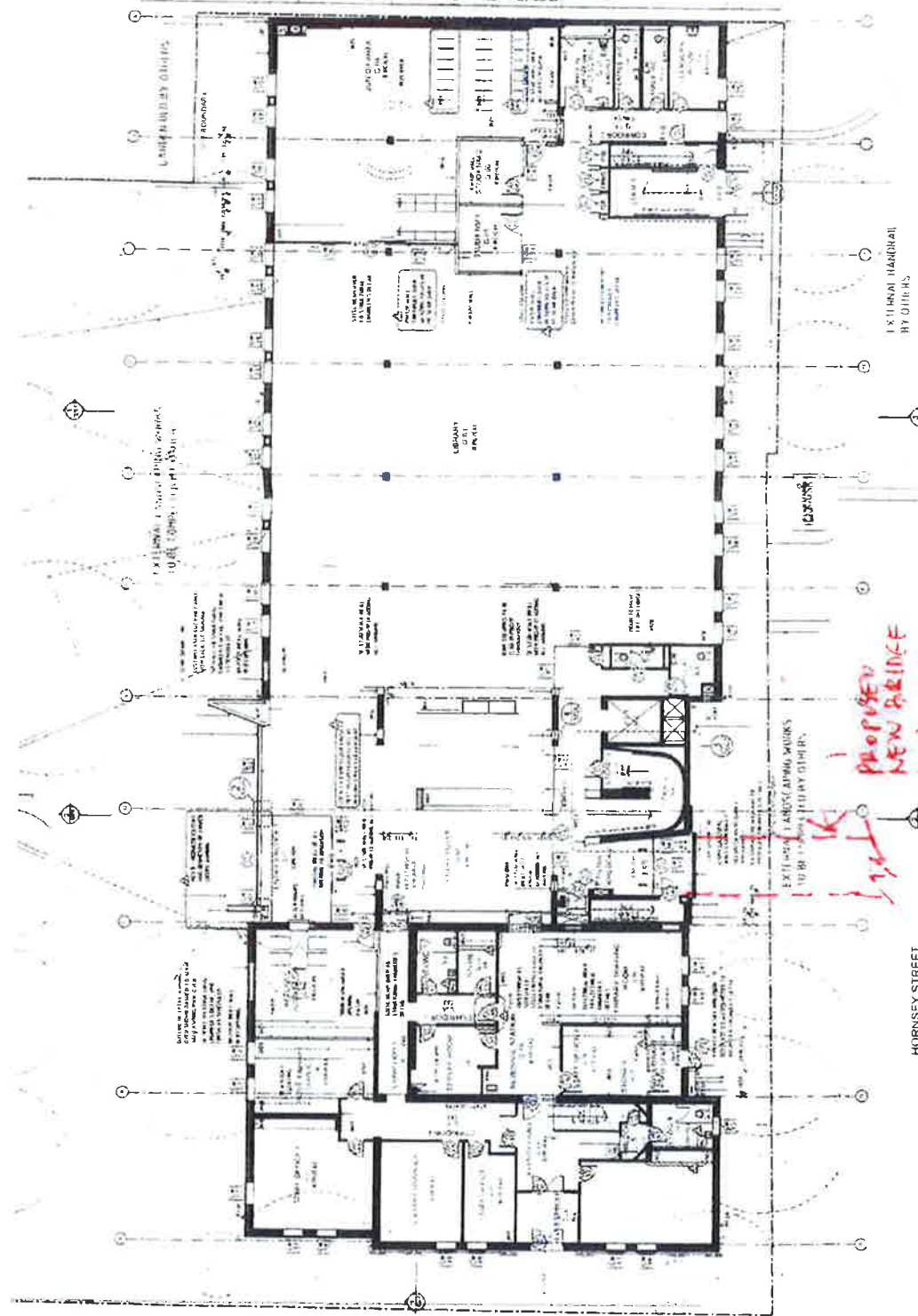
AR CD 2012

GENERAL NOTES

REFER TO THE C-1 AT 2/F FOR PARTITION
AND WALLS
SEE C-1 AT 2/F FOR PARTITION
AND WALLS
SEE C-1 AT 2/F FOR PARTITION
AND WALLS

TKDArchitects
Tanner Kibble Denton

1. SITE PLAN
 2. FLOOR PLANS
 3. SECTIONAL DRAWING
 4. ELEVATIONS
 5. EXTERIOR ELEVATIONS
 6. EXTERIOR ELEVATIONS
 7. EXTERIOR ELEVATIONS
 8. EXTERIOR ELEVATIONS
 9. EXTERIOR ELEVATIONS
 10. EXTERIOR ELEVATIONS
 11. EXTERIOR ELEVATIONS
 12. EXTERIOR ELEVATIONS
 13. EXTERIOR ELEVATIONS
 14. EXTERIOR ELEVATIONS
 15. EXTERIOR ELEVATIONS
 16. EXTERIOR ELEVATIONS
 17. EXTERIOR ELEVATIONS
 18. EXTERIOR ELEVATIONS
 19. EXTERIOR ELEVATIONS
 20. EXTERIOR ELEVATIONS
 21. EXTERIOR ELEVATIONS
 22. EXTERIOR ELEVATIONS
 23. EXTERIOR ELEVATIONS
 24. EXTERIOR ELEVATIONS
 25. EXTERIOR ELEVATIONS
 26. EXTERIOR ELEVATIONS
 27. EXTERIOR ELEVATIONS
 28. EXTERIOR ELEVATIONS
 29. EXTERIOR ELEVATIONS
 30. EXTERIOR ELEVATIONS
 31. EXTERIOR ELEVATIONS
 32. EXTERIOR ELEVATIONS
 33. EXTERIOR ELEVATIONS
 34. EXTERIOR ELEVATIONS
 35. EXTERIOR ELEVATIONS
 36. EXTERIOR ELEVATIONS
 37. EXTERIOR ELEVATIONS
 38. EXTERIOR ELEVATIONS
 39. EXTERIOR ELEVATIONS
 40. EXTERIOR ELEVATIONS
 41. EXTERIOR ELEVATIONS
 42. EXTERIOR ELEVATIONS
 43. EXTERIOR ELEVATIONS
 44. EXTERIOR ELEVATIONS
 45. EXTERIOR ELEVATIONS
 46. EXTERIOR ELEVATIONS
 47. EXTERIOR ELEVATIONS
 48. EXTERIOR ELEVATIONS
 49. EXTERIOR ELEVATIONS
 50. EXTERIOR ELEVATIONS
 51. EXTERIOR ELEVATIONS
 52. EXTERIOR ELEVATIONS
 53. EXTERIOR ELEVATIONS
 54. EXTERIOR ELEVATIONS
 55. EXTERIOR ELEVATIONS
 56. EXTERIOR ELEVATIONS
 57. EXTERIOR ELEVATIONS
 58. EXTERIOR ELEVATIONS
 59. EXTERIOR ELEVATIONS
 60. EXTERIOR ELEVATIONS
 61. EXTERIOR ELEVATIONS
 62. EXTERIOR ELEVATIONS
 63. EXTERIOR ELEVATIONS
 64. EXTERIOR ELEVATIONS
 65. EXTERIOR ELEVATIONS
 66. EXTERIOR ELEVATIONS
 67. EXTERIOR ELEVATIONS
 68. EXTERIOR ELEVATIONS
 69. EXTERIOR ELEVATIONS
 70. EXTERIOR ELEVATIONS
 71. EXTERIOR ELEVATIONS
 72. EXTERIOR ELEVATIONS
 73. EXTERIOR ELEVATIONS
 74. EXTERIOR ELEVATIONS
 75. EXTERIOR ELEVATIONS
 76. EXTERIOR ELEVATIONS
 77. EXTERIOR ELEVATIONS
 78. EXTERIOR ELEVATIONS
 79. EXTERIOR ELEVATIONS
 80. EXTERIOR ELEVATIONS
 81. EXTERIOR ELEVATIONS
 82. EXTERIOR ELEVATIONS
 83. EXTERIOR ELEVATIONS
 84. EXTERIOR ELEVATIONS
 85. EXTERIOR ELEVATIONS
 86. EXTERIOR ELEVATIONS
 87. EXTERIOR ELEVATIONS
 88. EXTERIOR ELEVATIONS
 89. EXTERIOR ELEVATIONS
 90. EXTERIOR ELEVATIONS
 91. EXTERIOR ELEVATIONS
 92. EXTERIOR ELEVATIONS
 93. EXTERIOR ELEVATIONS
 94. EXTERIOR ELEVATIONS
 95. EXTERIOR ELEVATIONS
 96. EXTERIOR ELEVATIONS
 97. EXTERIOR ELEVATIONS
 98. EXTERIOR ELEVATIONS
 99. EXTERIOR ELEVATIONS
 100. EXTERIOR ELEVATIONS



BURWOOD COUNCIL
 19.3.15 - 23 MAY 2017
 BURWOOD LIBRARY & COMMUNITY HUB
 GROUND FLOOR PLAN
 1:100

RD TP TRUSSCZ
 120311 MAR 13 11:00 AM
 AR CD 2002
 TKD Architects
 Tammie Kibbe Denton

GENERAL WALL NOTES
 1. ALL WALLS TO BE CONCRETE
 2. ALL WALLS TO BE FINISHED WITH PLASTER
 3. ALL WALLS TO BE FINISHED WITH PAINT
 4. ALL WALLS TO BE FINISHED WITH TILES
 5. ALL WALLS TO BE FINISHED WITH STONE
 6. ALL WALLS TO BE FINISHED WITH BRICK
 7. ALL WALLS TO BE FINISHED WITH CLAY
 8. ALL WALLS TO BE FINISHED WITH GLASS
 9. ALL WALLS TO BE FINISHED WITH METAL
 10. ALL WALLS TO BE FINISHED WITH WOOD

PROPOSED
 NEW BRIDGE
 LINK OVER
 RAILWAY

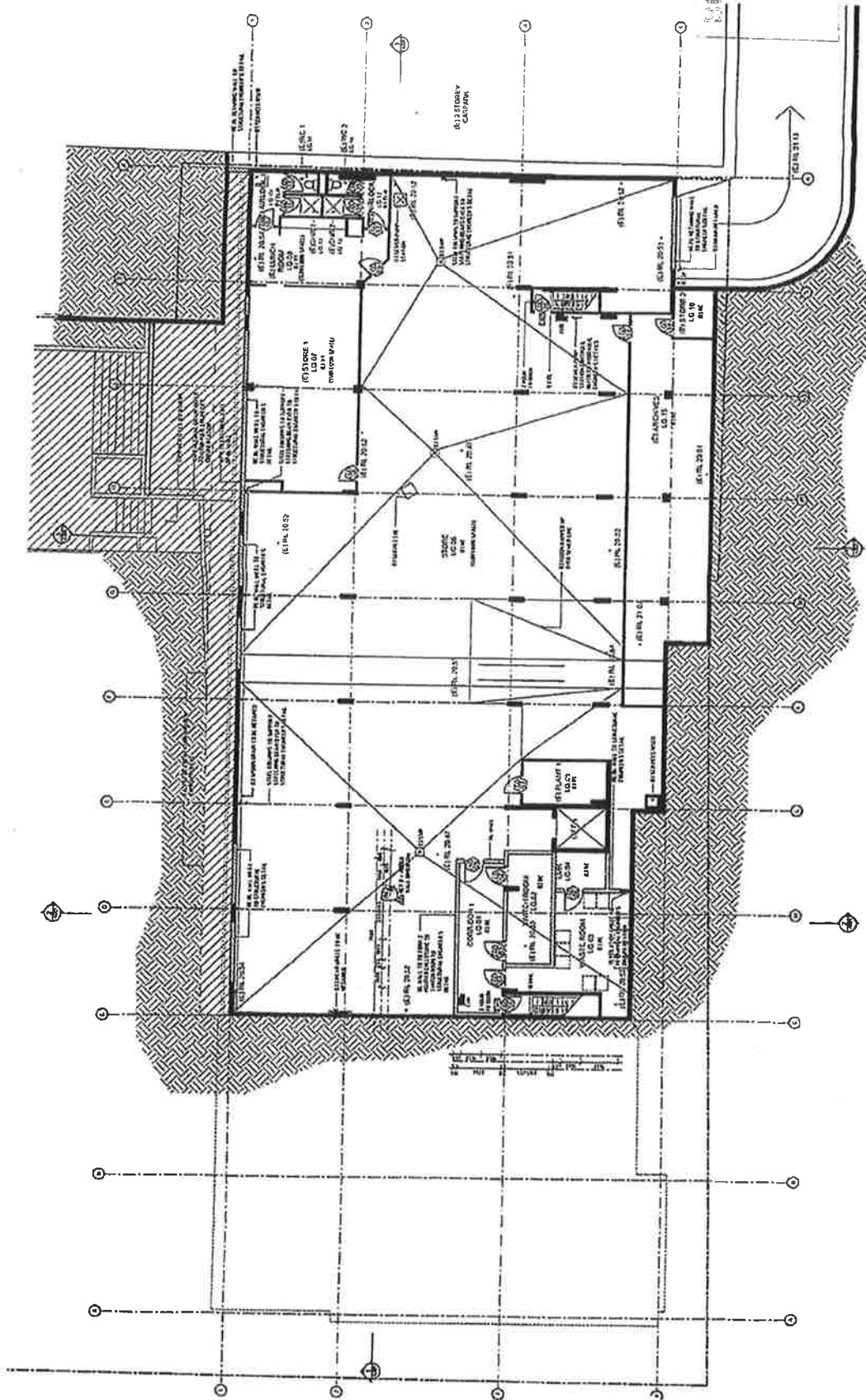
GROUND FLOOR PLAN

CLIENT: **City of San Francisco**
 PROJECT: **San Francisco Public Library - Main Branch**
 DATE: **11/11/2010**
 DRAWN BY: **TP/JS/02**
 CHECKED BY: **TP/JS/02**
 PROJECT NO: **120311**
 SHEET NO: **1100 B A1**
 SCALE: **1/8" = 1'-0"**
 PROJECT LOCATION: **San Francisco, CA**
 PROJECT DESCRIPTION: **RENOVATION OF EXISTING BUILDING TO PROVIDE A COMMUNITY HUB AND LIBRARY SPACE.**
 ARCHITECT: **TKD Architects**
 ADDRESS: **1000 CALIFORNIA STREET, SAN FRANCISCO, CA 94109**
 PHONE: **415.774.4444**
 FAX: **415.774.4444**
 WWW: **TKDARCHITECTS.COM**

PROJECT NO: **120311**
 SHEET NO: **1100 B A1**
 SCALE: **1/8" = 1'-0"**
 PROJECT LOCATION: **San Francisco, CA**
 PROJECT DESCRIPTION: **RENOVATION OF EXISTING BUILDING TO PROVIDE A COMMUNITY HUB AND LIBRARY SPACE.**
 ARCHITECT: **TKD Architects**
 ADDRESS: **1000 CALIFORNIA STREET, SAN FRANCISCO, CA 94109**
 PHONE: **415.774.4444**
 FAX: **415.774.4444**
 WWW: **TKDARCHITECTS.COM**

PROJECT NO: **120311**
 SHEET NO: **1100 B A1**
 SCALE: **1/8" = 1'-0"**
 PROJECT LOCATION: **San Francisco, CA**
 PROJECT DESCRIPTION: **RENOVATION OF EXISTING BUILDING TO PROVIDE A COMMUNITY HUB AND LIBRARY SPACE.**
 ARCHITECT: **TKD Architects**
 ADDRESS: **1000 CALIFORNIA STREET, SAN FRANCISCO, CA 94109**
 PHONE: **415.774.4444**
 FAX: **415.774.4444**
 WWW: **TKDARCHITECTS.COM**

PROJECT NO: **120311**
 SHEET NO: **1100 B A1**
 SCALE: **1/8" = 1'-0"**
 PROJECT LOCATION: **San Francisco, CA**
 PROJECT DESCRIPTION: **RENOVATION OF EXISTING BUILDING TO PROVIDE A COMMUNITY HUB AND LIBRARY SPACE.**
 ARCHITECT: **TKD Architects**
 ADDRESS: **1000 CALIFORNIA STREET, SAN FRANCISCO, CA 94109**
 PHONE: **415.774.4444**
 FAX: **415.774.4444**
 WWW: **TKDARCHITECTS.COM**



1 LOWER GROUND FLOOR PLAN
 1/100

GENERAL NOTES
 - RETAIN TO THE EXISTING FOUNDATION FOR PARTITION WALL TYPES
 - NEW WALLS TO BE CONCRETE FLOOR SLAB IN PLACE
 - FLOORING TO BE DETERMINED BY THE OWNER
 - NOTED OTHERWISE

AR 00 2001
 B
 TKD Architects
 Tanner Kibbe Design

**Schedule 11 – Private Hardscape Land to be Dedicated to Council
and Land the Subject of 99 Year Lease**

Private Land - To be included in the Council Dedication

Refer Drawing 104 for
Court yard

Wynne Avenue

A1

Schedule 12 – Stratum Plan Showing Land to be Leased to the Owner by Way of 99 Year Lease

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



DP 79032

THIS IS A DRAFT PLAN ONLY AND IS
SUBJECT TO FINAL SURVEY



STREET

HORNSEY

STREET

PT105

LOT 10

CONDOR

PT101

PT104

STREET

HORNSEY

STREET

CONDOR

LOT 10

HORNSEY

STREET

SECTION A-A

LOT 10 IS THE STRATUM LIMITED BETWEEN INCLINED
PLANES SHOWN IN THE PLAN HEREON

SURVEYOR
Name: JOSEPH MONARDO
Date of Survey: DRAFT 2019
Surveyor's Reference: 35938 022DP LEASE

PLAN OF PART OF HORNSEY STREET FOR
LEASE PURPOSES

LGA: BURWOOD
Locality: BURWOOD
Reduction Ratio 1: 100
Lengths are in metres.

Registered
LTS
SOLUTIONS PARTS-200

DP DRAFT
ISSUE FOR REVIEW : 18-09-19

Schedule 13 – Responsibilities of Council and Developer in Relation to Carrying Out Works

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



Schedule 13 - Responsibilities of Council and Developer in relation to carrying out of works

General Office Areas

- **Council to supply and install** a gas suppression system (FM200);
- **Council to install two air conditioning units.**

Basement 1 / Lower Ground Floor

- **Developer** to supply and install specified tile finish to Lower Ground entry. Tile provided will be in accordance with the Finishes Schedule (Schedule 8 of VPA);
- **Developer** to provide bare concrete slab in other areas of Lower Ground Floor.
- **Developer** to supply and install all wall plasterboard in accordance with VPA (i.e perimeter dwarf walls and plasterboard to building core). Plasterboard to be set and sanded by Developer and left unpainted.
- **Developer** to supply and install plasterboard ceiling perimeter bulkhead to general office area, including connection to curtain wall. Developer to provide 50mm upturn to plasterboard bulkhead edge to assist Council in future installation of own ceiling (refer below). Developer is to install down lights to perimeter plasterboard areas including plasterboard ceiling above Lower Ground lift lobby;
- **Developer** to supply and install in-ceiling services as follows:
 - **Developer** to supply and install fire services to an open plan layout, with flexible hoses at sprinkler points to allow Council to install in future suspended ceiling;
 - **Developer** to supply and install emergency lighting, dry fire system and wiring for future light fittings to an open plan layout). Developer also to provide basic temporary lighting to facilitate Council's fit out works.
 - **Developer** to supply and install specified VRV mechanical system in accordance. Fan Coil Units will be mounted in-ceiling by Developer to an open plan layout . Developer's contractor will supply and install flexible ducting and grilles in coordination with the Council (during Council's fitout). Developer allowance is for flexible ducting and grilles to an open plan layout only, any extra over cost incurred to modify mechanical services to suit Council's future fitout design is to be borne by Council. The timing which Developer's subcontractor will be required by Council to attend site to complete these works is to be discussed and agreed (timing to be agreed by approximately December 2019 to allow the subcontractor to plan ahead for the works);

- **Developer** to supply and install electrical distribution board to Lower Ground Floor suitable for installation of electrical services to the originally specified open plan layout. Developer to provide basic wiring and switching to Developer supplied and installed electrical services. Council to modify electrical services design as required for their future fit out design;
- **Developer** to supply and install all services, finishes and fixtures within building core (Lower Ground wet area amenities). Finishes and Fixtures to be in accordance with the Finishes Schedule and Fixtures Schedule (Schedule 7 and Schedule 8 of VPA);
- **Council** to supply and install own ceiling tiles (including lighting and other ceiling mounted services) as part of future fit out (refer to Yellow area in attached Council mark-up Lower Ground plan);
- **Council** to supply and install own perimeter skirting duct as well as General Power Outlets and communications points. Council also to install own aluminium skirting to building cores;
- **Council** to supply and install their preferred floor finish as part of future fit out, including required floor levelling to be completed by Council;
- **Council** to paint all plasterboard;
- **Council** to supply and install permanent lighting in accordance with future fit out design;

Ground Floor

- **Developer** to provide bare concrete slab to Ground Floor.
- **Developer** to supply and install all wall plasterboard in accordance with VPA (i.e perimeter dwarf walls and plasterboard to building core). Plasterboard to be set and sanded by Developer and left unpainted;
- **Developer** to supply and install plasterboard ceiling perimeter bulkhead to general office area, including connection to curtain wall. Developer to provide 50mm upturn to plasterboard bulkhead edge to assist Council in future installation of own ceiling.. Developer is to install down lights to perimeter plasterboard areas;
- **Developer** to supply and install in-ceiling services as follows:
 - **Developer** to supply and install fire services to an open plan layout, with flexible hoses at sprinkler points to allow Council to install in future suspended ceiling;

- **Developer** to supply and install emergency lighting, dry fire system and wiring for future light fittings to an open plan layout. Developer also to provide basic temporary lighting to facilitate Council's fit out works. Council to supply and install permanent lighting in accordance with future fit out design;
- **Developer** to supply and install specified VRV mechanical system in accordance with the VPA. Fan Coil Units will be mounted in-ceiling by Developer to an open plan layout (Refer to Appendix D for current design documentation to show the location where Fan Coil Units will be installed). Developer's contractor will supply and install flexible ducting and grilles in coordination with the Council (during Council's fitout). Developer allowance is for flexible ducting and grilles to an open plan layout only, any extra over cost incurred to modify mechanical services to suit Council's future fitout design is to be borne by Council. The timing which Developer's subcontractor will be required by Council to attend site to complete these works is to be discussed and agreed (timing to be agreed by approximately December 2019 to allow the subcontractor to plan ahead for the works);
- **Developer** to supply and install electrical distribution board to Ground Floor suitable for installation of electrical services to the originally specified open plan layout. Developer to provide basic wiring and switching to Developer supplied and installed electrical services. Council to modify electrical services design as required for their future fit out design;
- **Developer** to supply and install all services, finishes and fixtures within building core in accordance with the VPA (Ground Floor wet area amenities, garbage room etc.). Finishes and Fixtures to be in accordance with the Finishes Schedule and Fixtures Schedule (Schedule 7 and Schedule 8 of VPA);
- **Council** to supply and install own perimeter skirting duct as well as General Power Outlets and communications points. Council also to install own aluminium skirting to building cores;
- **Council** to supply and install own ceiling tiles (including lighting and other ceiling-mounted services) as part of future fit out (refer to Yellow area in attached Council mark-up Ground Floor plan);
- **Council** to supply and install their preferred floor finish as part of future fit out, including required floor levelling to be completed by Council;
- **Council** to paint all plasterboard.

Level 1

- **Developer** to provide bare concrete slab to Level 1 (refer to Orange area in attached Council mark-up Level 1 plan).
- **Developer** to supply and install all wall plasterboard in accordance with VPA (i.e perimeter dwarf walls and plasterboard to building core). Plasterboard to be set and sanded by Developer and left unpainted;

- **Developer** to supply and install plasterboard ceiling perimeter bulkhead to general office area, including connection to curtain wall. Developer to provide 50mm upturn to plasterboard bulkhead edge to assist Council in future installation of own ceiling. Developer is to install down lights to perimeter plasterboard areas;
- **Developer** to supply and install in-ceiling services as follows:
 - **Developer** to supply and install fire services to an open plan layout, with flexible hoses at sprinkler points to allow Council to install in future suspended ceiling
 - **Developer** to supply and install emergency lighting, dry fire system and wiring for future light fittings to an open plan layout Developer also to provide basic temporary lighting to facilitate Council's fit out works.
 - **Developer** to supply and install specified VRV mechanical system in accordance with the VPA. Fan Coil Units will be mounted in-ceiling by Developer to an open plan layout. Developer's contractor will supply and install flexible ducting and grilles in coordination with the Council (during Council's fitout). Developer allowance is for flexible ducting and grilles to an open plan layout only, any extra over cost incurred to modify mechanical services to suit Council's future fitout design is to be borne by Council. The timing which Developer's subcontractor will be required by Council to attend site to complete these works is to be discussed and agreed (timing to be agreed by approximately December 2019 to allow the subcontractor to plan ahead for the works);
- **Developer** to supply and install electrical distribution board to Ground Floor suitable for installation of electrical services to the originally specified open plan layout. Developer to provide basic wiring and switching to Developer supplied and installed electrical services. Council to modify electrical services design as required for their future fit out design;
- **Developer** to supply and install all services, finishes and fixtures within building core in accordance with the VPA (Level 1 wet area amenities, garbage room, executive amenities etc.). Finishes and Fixtures to be in accordance with the Finishes Schedule and Fixtures Schedule (Schedule 7 and Schedule 8 of VPA);
- **Council** to supply and install own perimeter skirting duct as well as General Power Outlets and communications points. Council also to install own aluminium skirting to building cores;
- **Council** to supply and install own ceiling tiles (including lighting and other ceiling-mounted services) as part of future fit out (refer to Yellow area in attached Council mark-up Ground Floor plan);
- **Council** to supply and install permanent lighting in accordance with future fit out design;
- **Council** to supply and install their preferred floor finish as part of future fit out, including required floor levelling to be completed by Council;
- **Council** to paint all plasterboard.

Link Bridge

- **Developer** to provide fully fit out Link Bridge in accordance with VPA. Finishes to be provided in accordance with the Finishes Schedule (Schedule 8 of VPA);

Library

- Connection of Link Bridge to Library requires modification to Council current Library;
- **Developer** to make all external wall penetrations and supply and install all framing required to facilitate new Link Bridge connection to Library;
- **Developer** to supply and install infill slab within Hornsey Street Library entrance void to facilitate floor of new Link Bridge;
- **Developer** to supply and install any required ramping to facilitate compliant access from Library to new Link Bridge. Council has acknowledged that this will require some modification of the Library layout to facilitate the required ramps;
- **Developer** to modify any existing Library structure to facilitate the supply and installation of infill slab and pedestrian ramping. Developer also to generally make good Library areas affected by new Link Bridge connection;
- **Developer** to provide bare structure (concrete floors, exposed walls, ceilings) following installation of new Link Bridge. Developer to supply and install finishes required to comply with the relevant planning approval for Library works.

Back of House Areas

Server Room

- **Developer** to provide dedicated distribution board within Server Room for use by Council in future fit out;
- **Developer** to provide NBN network termination point within Server Room. Council to supply and install own internal communications network as part of fit out. Developer has provided communications riser through building core for Council use;
- **Developer** to supply and install PA system to an open plan layout in accordance with Schedule 6 of the VPA. Location of PA operation equipment to be determined with the Council;
- **Council** to supply and install FM200 fire suppression system to Server Room in accordance with Schedule 6 of the VPA;

- **Council** to supply and install mechanical system to Server Room in accordance with Schedule 6 of the VPA. In the absence of full details of Council's future server and security equipment, Developer will provide mechanical system with equivalent capacity to system housed in Council's current Server Room.

Garbage Room

- **Developer** to fit out garbage room in accordance with VPA. Finishes to be provided in accordance with Finches Schedule (Schedule 8 of VPA).

Schedule 14 – Explanatory Note

Owner: Initial Here



Developer: Initial Here



Attorney: Initial Here



Schedule 14 – Explanatory Note

Amended Planning Agreement for the dedication of land in lieu of development contributions, award of additional floor space and conversion of serviced apartments to residential units at Lot 100 in DP 1185255, also known as 39-47 Belmore Street, Burwood, 6-14 Conder Street, Burwood and 11-19 Wynne Avenue, Burwood (**the Site**).

Under Section 7.4 of the Environmental Planning and Assessment (EP&A) Act 1979 (NSW)

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Kapau Holdings Pty Limited (**Developer**)
- (3) Anson City Developments 2 (Australia) Pty Limited (**Owner**)

2. Description of Subject Land

The land to which the original Planning Agreement relates is as follows:

Folio Identifiers: Lot 100 in DP 1185255
Location: 39-47 Belmore Street, Burwood, 6-14 Conder Street, Burwood and 11-19 Wynne Avenue, Burwood

The Amended Planning Agreement will also incorporate part of Lot 10 DP79032, which is immediately adjacent to the Site.

3. Description of Proposed Change to Development

The Developer has previously entered into a Planning Agreement with the Council in respect of Development Consent (DA193/2015) for the Site (Further Development Consent). The Further Development Consent relates to an existing development consent relating to the Site (DA 31/2013). The Further Development Consent sought approval for the development approved by DA 31/2013 (as modified) but subject to the following changes:

- (a) conversion of space approved for four levels of serviced apartments in lower levels of Building A to 4,036 sqm of gross commercial office space
- (b) dedication of the 4,036 sqm of gross commercial office space of Building A plus 55 car spaces to Council and a stratum subdivision of these areas
- (c) construction of a linking bridge between Building A and the Burwood Library, dedication of the linking bridge to Council and a stratum subdivision of this area.
- (d) conversion of all approved (in accordance with DA31/2013) serviced apartments in Building A to residential apartments (a total of 90 apartments and 8945 sqm of FSA)
- (e) an addition of one storey to Building A for residential apartments (being relocation of some of the apartments being converted to commercial office space)

- (f) an addition of four storeys to Building B for residential apartments (two floors representing relocation of some of the apartments converted to commercial office space in Building A and two floors of additional apartments)
- (g) an addition of one storey to Building C for additional residential apartments
- (h) the proposed total FSA is 48,410 sqm which exceeds the permissible FSA by 6,618 sqm(15.8%)

The Further Development Consent was approved by the Joint Regional Planning Panel on 20 November 2016.

This Amended Planning Agreement proposes to give effect to the dedication of additional land by the Owner to the Council, subject to the provision of a long-term lease (at a nominal rental amount) of part of Lot 10 DP79032 back to the Owner, which will then be available for use for the purposes of retail seating and dining and the like. These respective areas are depicted at Schedule 11 of the Amended Planning Agreement.

4. Summary of Objectives, Nature and Effect of the Planning Agreement

[Section 25E(1)(a) of the EP&A Regulation 2000 (NSW)]

The intent of the original Planning Agreement was to ensure that the Council obtained a dedication of land within the Site to be used by Council for a public purpose.

The dedication of land provided by the **Owner** to Council under the Planning Agreement was given in lieu of payment of any development contributions that would otherwise have been payable under a development consent issued pursuant to the Further Development Consent.

The intent of this Amended Planning Agreement is:

(a) to make provision for additional land dedication by the Owner to the Council, subject to the provision of a long-term lease (at a nominal rental amount) of part of Lot 10 DP79032 back to the Owner, which will then be available for use for the purposes of retail seating and dining and the like. These respective areas are depicted at Schedule 11 of the Amended Planning Agreement.

(b) to enable the developer to make a cash contribution to the Council, to be applied by Council towards the Council's anticipated fitout costs of the future commercial space within the development, in lieu of the developer carrying out those fitout works itself.

5. Assessment of the Merits of the Planning Agreement

[Section 25E(1)(b) of the EP&A Regulation 2000 (NSW)]

5.1 The planning purposes served by the Planning Agreement

[Section 25E(2)(e) of the EP&A Regulation 2000 (NSW)]

The Planning Agreement serves the following planning purpose:

The dedication of the land to be provided by the **Owner** under this Amended Planning Agreement will be used by **Council** for a public purpose.

The provision of a monetary payment by the Owner under this Amended Planning Agreement will also be used by Council for a public purpose, namely for the fitout costs of a commercial space that is being dedicated by the Owner to Council.

The Amended Planning Agreement provides for a reasonable means of achieving that purpose.

The Amended Planning Agreement also secures additional land dedication to Council, which shall be made publicly accessible. BY taking ownership of the additional land, Council will also assume control over it and have the ability to maintain and care for that publicly accessible land (the area of which is depicted in Schedule 11 of the Amended Planning Agreement).

5.2 How the Planning Agreement Promotes the Objects of the EP&A

[Section 25E(2)(c) of the EP&A Regulation 2000 (NSW)]

The Planning Agreement promotes the following objects of the EP&A:

- (a) the promotion and co-ordination of the orderly and economic use and development of land
- (b) the provision of land for public purposes, and
- (c) the provision and co-ordination of community services and facilities

The Amended Planning Agreement provides for a reasonable means of achieving those purposes, subject to the areas of expenditure to which the Development Contributions are put in accordance with the outcome of the Studies.

5.3 Promotion of the public interest

[Section 25E(2)(a) of the EP&A Regulation 2000 (NSW)]

The Amended Planning Agreement promotes the public interest by ensuring the orderly use and development of land by ensuring that Council receives the benefit of a dedication of land to be used for a public purpose. The Amended Planning Agreement provides for the dedication of this land, and the commercial fitout of a portion of the dedicated land, in lieu of development contributions.

The Amended Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- i. The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment;
- ii. The provision and co-ordination of community services and facilities; and
- iii. Opportunities for public involvement and participation in environmental planning and assessment.

5.4 Promotion of the Council's charter

[Section 25E(2)(d) of the EP&A Regulation 2000 (NSW)]

The Amended Planning Agreement promotes the following elements of Council's charter under Section 8 of the Local Government Act 1993 (NSW) as follows [italicised sections come directly from the Charter]:

Council undertakes to provide *adequate, equitable and appropriate services for the community*. The Amended Planning Agreement provides a dedication of land to Council which will assist in the provision of additional public services. Council is the *custodian and trustee of public assets* and has a responsibility to *effectively plan for, account for, and manage the assets*.

Council undertakes to involve *councillors, members of the public, users of facilities and services, and council staff* in its activities. The Amended Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings is intended to *keep the local community informed*.

5.5 Capital Works Program

[Section 25E(2)(f) of the EP&A Regulation 2000 (NSW)]

Council has in place a capital works program, but the program does not, to date, identify land acquisition and construction of public facilities within the Burwood Town Centre. The capital works program is subject to annual review and any proposal for additional public facilities would be initiated where sufficient funds are available. The Amended Planning Agreement conforms with Council's Capital Works Program to the extent that it will supplement the Program by providing works and infrastructure.

Schedule 15 – Security Terms (clause 22 and 23)

Bank Guarantee

1. The Bank Guarantee provided by the Developer under this Schedule 12 must:

name "Burwood Council ABN 84 362 114 428" as the relevant beneficiary; and not have an expiry date.

2. Developer to provide Bank Guarantee as security

The Developer acknowledges that the estimated development cost for the development the subject of the Council Dedication is \$18,505,000. The Developer agrees that absent this Planning Agreement, a Development Contribution of \$21,805,520 would be payable under the Further Development Consent.

Upon execution of this Planning Agreement, the Developer must provide to the Council a Bank Guarantee with a total face value equivalent to the sum of \$6,677,520.

3. Council entitled to retain Bank Guarantee as security

From the date of execution of this Planning Agreement until the Owner and Developer have satisfied in full their obligations relating to this Planning Agreement, the Council will be entitled to retain the Bank Guarantee provided in accordance with this Schedule 12.

4. Calls upon security

The Council may call upon the Bank Guarantee where:

the Owner and/or Developer have failed to comply with any obligation in this Planning Agreement, and the Council may retain monies obtained from that security and apply those monies towards the costs and expenses incurred by the Council in rectifying any failures by the Owner and/or Developer, or to cover any shortfall.

If the Council calls upon any security in accordance with this clause 4 of this Schedule 12; and

- (ii) applies all or part of the monies obtained from that call in the manner authorised in this clause 4 of this Schedule 12, then:
- (iii) the Council must notify the Developer in writing of the amount of the call.

5. Release of the Bank Guarantee

If:


a) the Owner and Developer have satisfied all of their obligations under this Planning Agreement secured by the Bank Guarantee; and


b) the whole of the monies secured by the Bank Guarantee have not been expended and the monies accounted for in accordance with clause 4 of this Schedule 12,

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

6. No further Bank Guarantee

No further Bank Guarantee is required from the Developer in relation to the Amended Planning Agreement.

Owner: Initial Here 

Developer: Initial Here 

Attorney: Initial Here 