

Our Ref: MSP.82735



Voluntary Planning Agreement

Ryde City Council (Council)

ABN 816 2129 2610

Conca D'oro Lounge Pty Limited (Developer)

ABN 990 0158 9840

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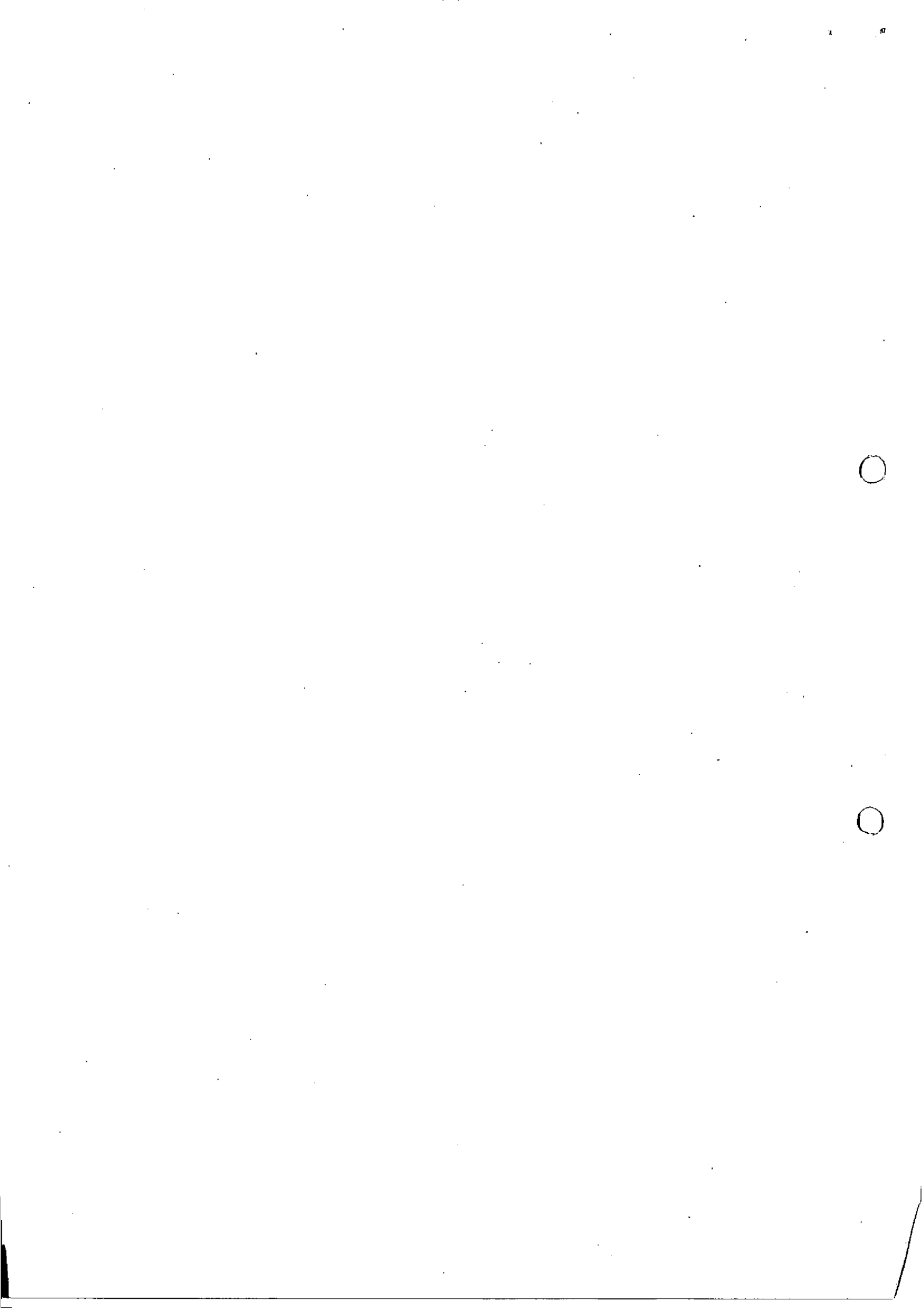
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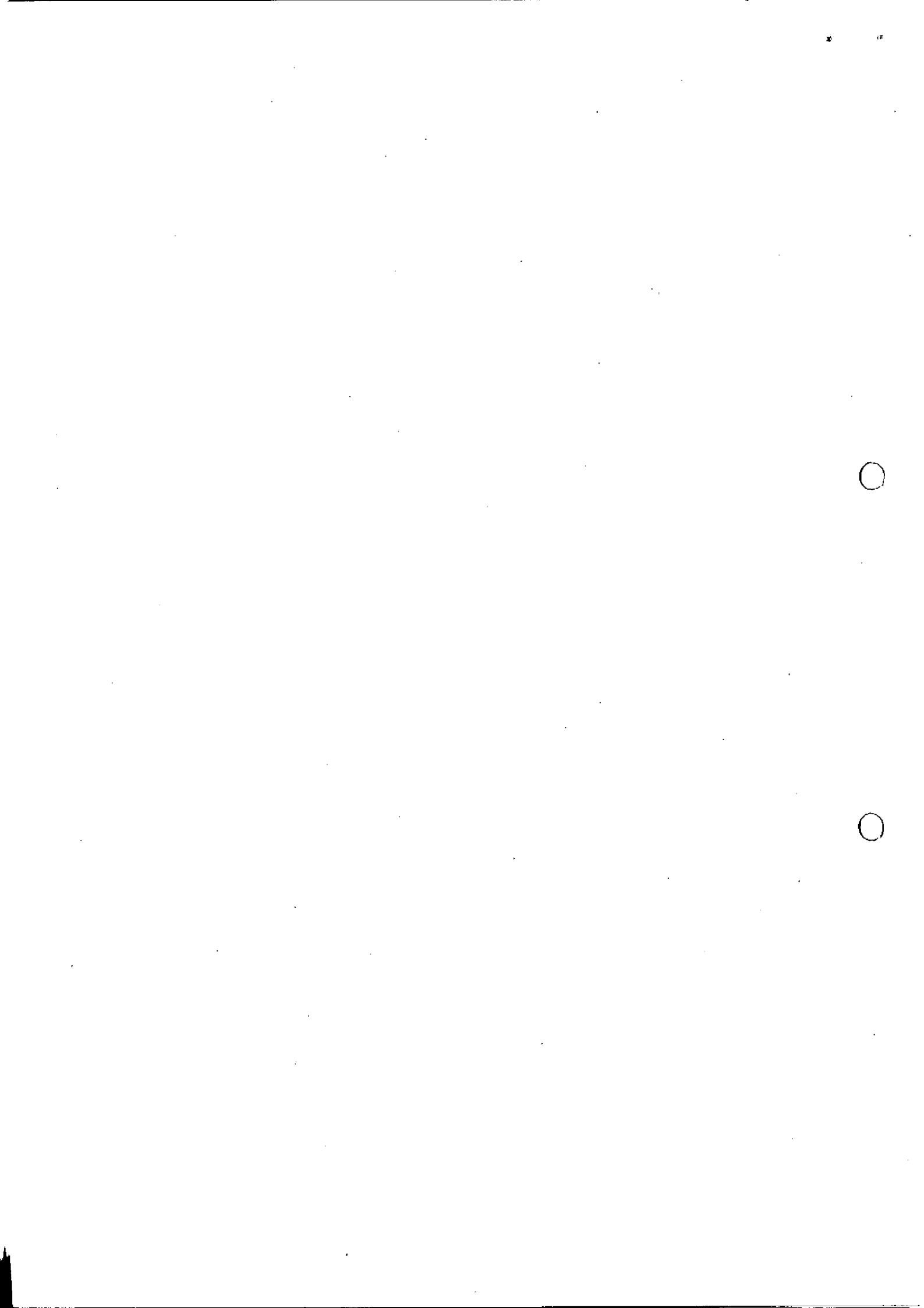
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LAWYERS

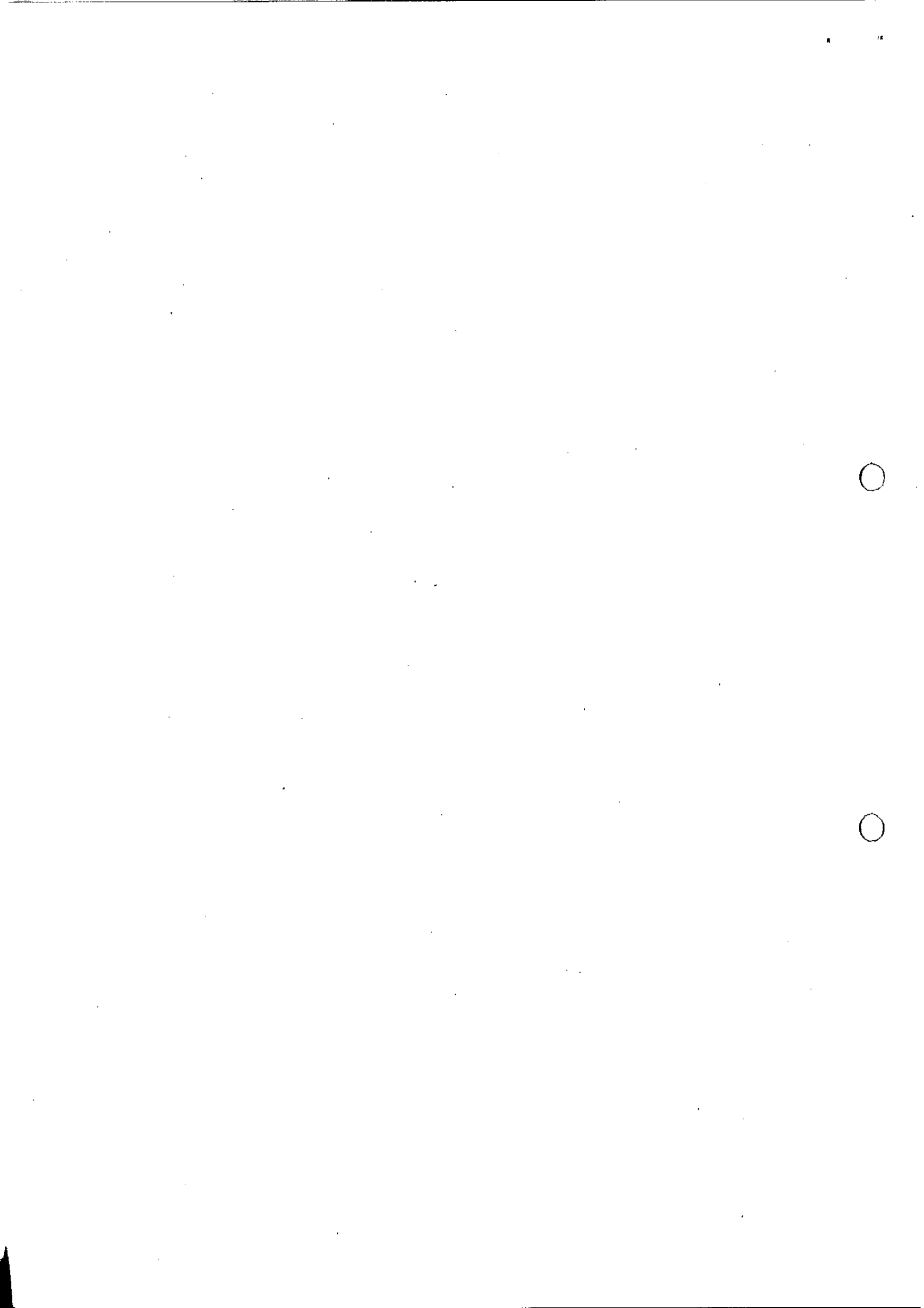


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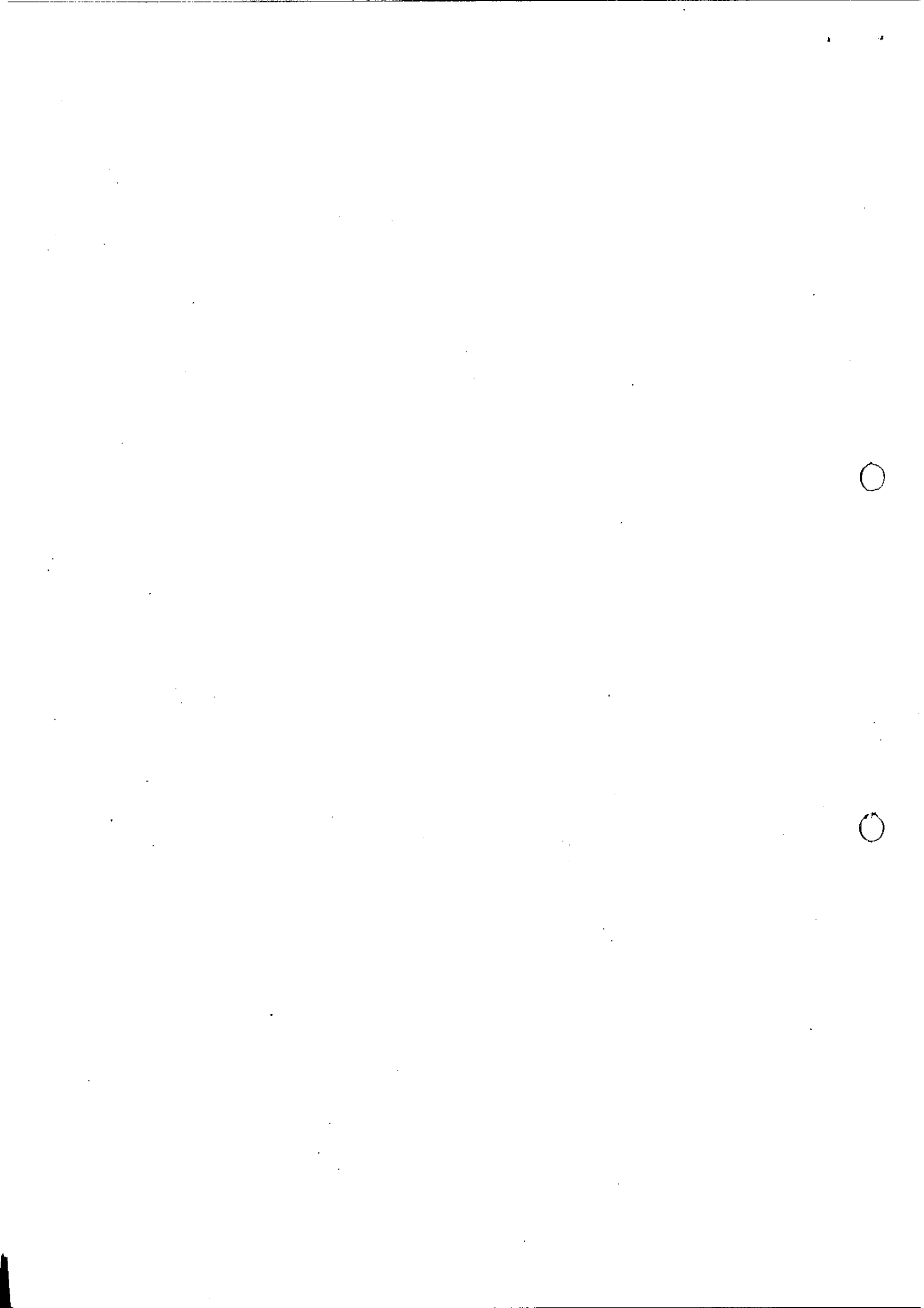
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Voluntary Planning Agreement made at

on

Parties

Name	Ryde City Council
ABN	816 2129 2610
Description	Council
Notice details	Address 1 Devlin Street, Ryde NSW
	Fax
	Attention

Name	Conca D'oro Lounge Pty Limited
ABN	990 0158 9840
Description	Developer
Notice details	Address 146 Bowden Street, Meadowbank NSW
	Fax
	Attention

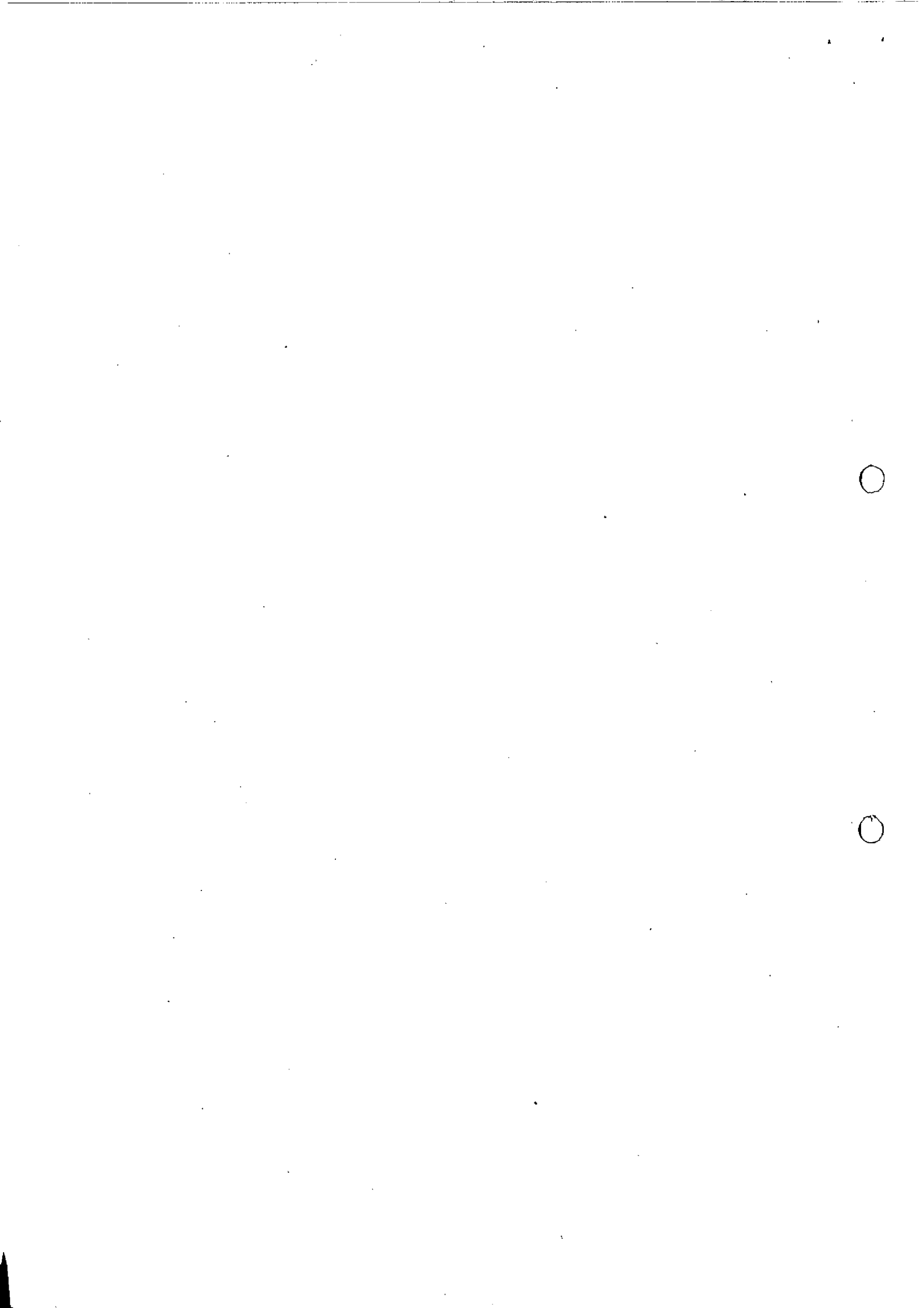
Background

- A The Developer owns the Developer's Land.
- B On 27 March 2007 the Developer obtained the benefit of a deferred commencement integrated development consent granted by the Land and Environment Court (No. 1157/2005) for the construction of three 4 storey residential flat buildings containing 44 dwellings above a common basement providing car parking for 74 vehicles. Approval was also granted for the construction and dedication of a new two lane public road along the southern boundary of the site and adjacent to the Parramatta River foreshore reserve.
- C The Developer has lodged a Development Application in respect to the Developer's Land.
- D The Development Application was accompanied by an offer by the Developer to enter into this Agreement to make various Development Contributions.
- E As contemplated by section 93F of the Act, the parties wish to enter into an Agreement in connection with the Development Application on the terms and conditions of this Agreement.
- F The Developer proposes to dedicate to the community certain land and to carry out certain works in lieu of the Monetary Contributions otherwise payable under the Ryde Section 94 Contributions Plan and certain fees otherwise payable as outlined in this Agreement.

Operative Provisions

1. Planning Agreement under the Act

This Agreement constitutes a planning agreement within the meaning of section 93F of the Act.



2. Application of this Agreement

The Agreement applies to the Land and the Development.

3. Operation of this Agreement

- (a) This Agreement operates from the Commencement Date and continues until the Sunset Date.
- (b) If a legal challenge to the Development Consent by a third party results in the Development Consent being rendered invalid or unenforceable, then the Developer may, in its absolute discretion, either terminate this Agreement or request the Council to consider changes to its terms.

4. Definitions and interpretation

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are set out at Schedule No. 8. The Schedules, Exhibits and Annexures form part of this Agreement.

5. Development Contributions

The Developer will provide, or procure the provision of, the Development Contributions in accordance with:

- (a) the Approvals in relation to the Contribution Works, and
- (b) the Development Contributions Schedule, and
- (c) the Development Contribution Procedures in relation to the Contribution Works, and
- (d) this Agreement.

6. Enforcement

- (a) In the event of any dispute arising between the Parties including any breach of the Agreement, the enforcement of the Agreement is subject to Schedule 6 of this Agreement.
- (b) Subject to clause 6(a) this Agreement may be enforced by any Party in any court of competent jurisdiction.

7. Application of s94, s94A of the Act to the Development

- (a) The application of sections 94 and 94A of the Act are excluded in respect of any Development Consent or Approval that is granted in respect of the Development Application.
- (b) The Council warrants that it will not make any claim or demand for additional Development Contributions to that provided for in this Agreement.

8. Interests in the Developer's Land

8.1 Ownership

- (a) The Developer is the beneficial owner of the Developer's Land.



8.2 Registration of this Agreement

- (a) The Parties will procure the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the register for the Developer's Land in accordance with section 93H of the Act.
- (b) The Parties will take all practical steps to procure:
 - (i) the consent of each person who:
 - (A) has an estate or interest in the Developer's Land registered under the *Real Property Act 1900* (NSW); or
 - (B) is seized or possessed of an estate or interest in the Developer's Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant duplicate certificates of title,

to enable the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the register for the Developer's Land in accordance with section 93H of the Act, and
- (c) The Parties will take all practical steps to procure the lodgement of this Agreement with the Registrar-General as soon as reasonably practicable after the Agreement is entered into by the Parties.
- (d) The Parties agree and acknowledge that if any of the Developer's Land is subdivided and/or sold, then all the obligations in this Agreement are jointly and severally binding on, and enforceable against, the owner of the Developer's Land from time to time, on who's title this Agreement is registered, as if each owner for the time being had entered into this Agreement.

8.3 Release and Discharge of this Agreement

The Council agrees to release and discharge this Agreement on the Release and Discharge Terms.

9. Review or replacement of this Agreement

The Parties agree that this Agreement may be reviewed or modified in the circumstances using their best endeavours and acting in good faith, and in accordance with, the Review or Replacement Procedures.

10. Dispute Resolution

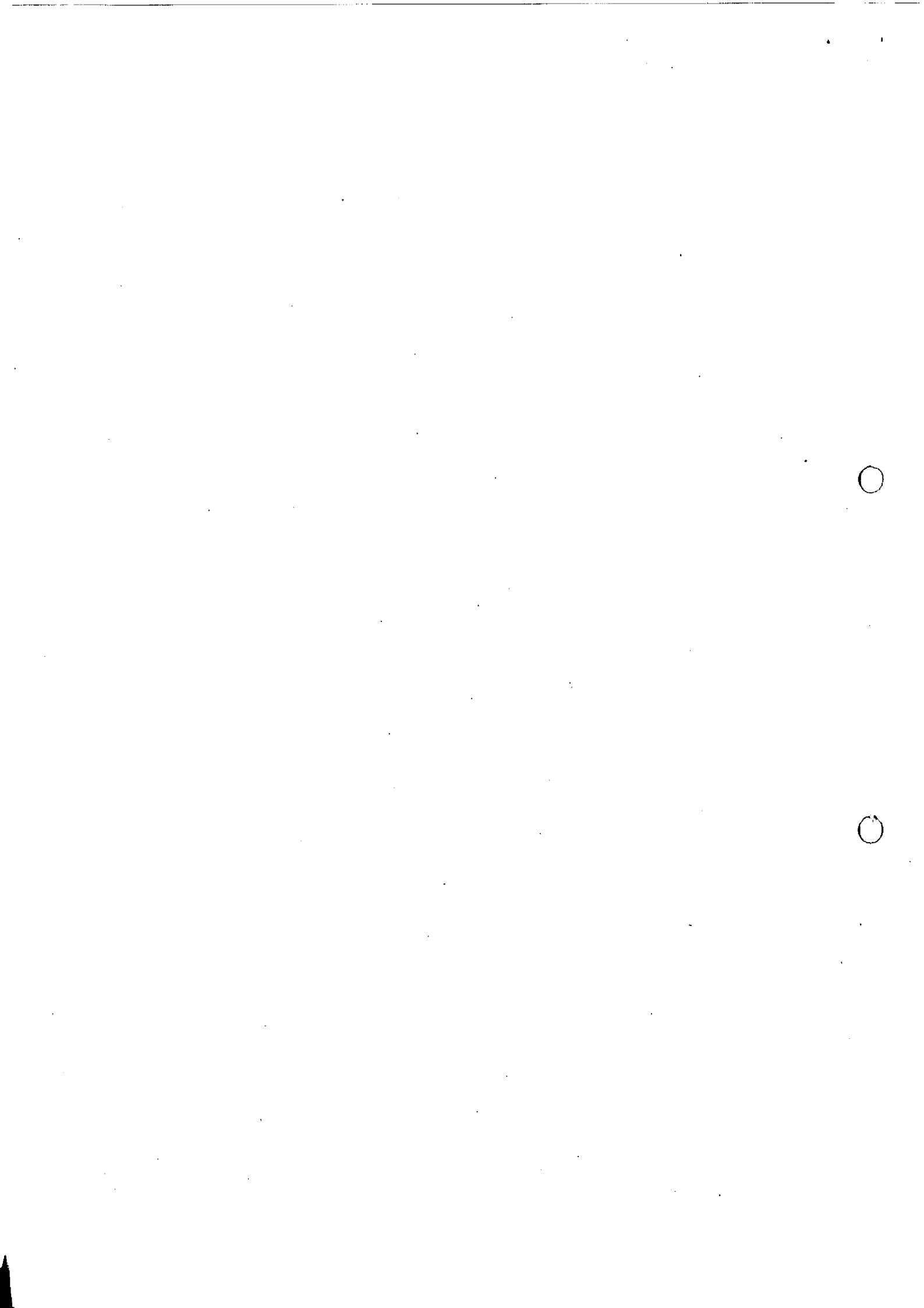
The Parties agree that any disputes under or in relation to this Agreement will be resolved in accordance with the Dispute Resolution Procedures.

11. GST

11.1 Interpretation

In this clause 11:

- (a) words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law,



- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.

11.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

11.3 Payment of GST - additional payment required

- (a) if GST is payable by an entity ("**Supplier**") in respect of any supply made under this Agreement ("**Relevant Supply**"), then the party required under the other provisions of this Agreement to provide the consideration for that Relevant Supply ("**Recipient**") must pay an additional amount to the Supplier ("**GST Amount**"), as calculated under clause 11.3(b), 11.3(c) and/or 11.3(e).
- (b) to the extent that the consideration to be provided by the Recipient for the Relevant Supply under the other provisions of this Agreement is a payment of money, the Recipient must pay to the Supplier an additional amount equal to the amount of the payment multiplied by the rate of GST for that Relevant Supply.
- (c) to the extent that the consideration to be provided by the Recipient for that Relevant Supply is **neither**:
- (i) a payment of money; nor
 - (ii) a taxable supply

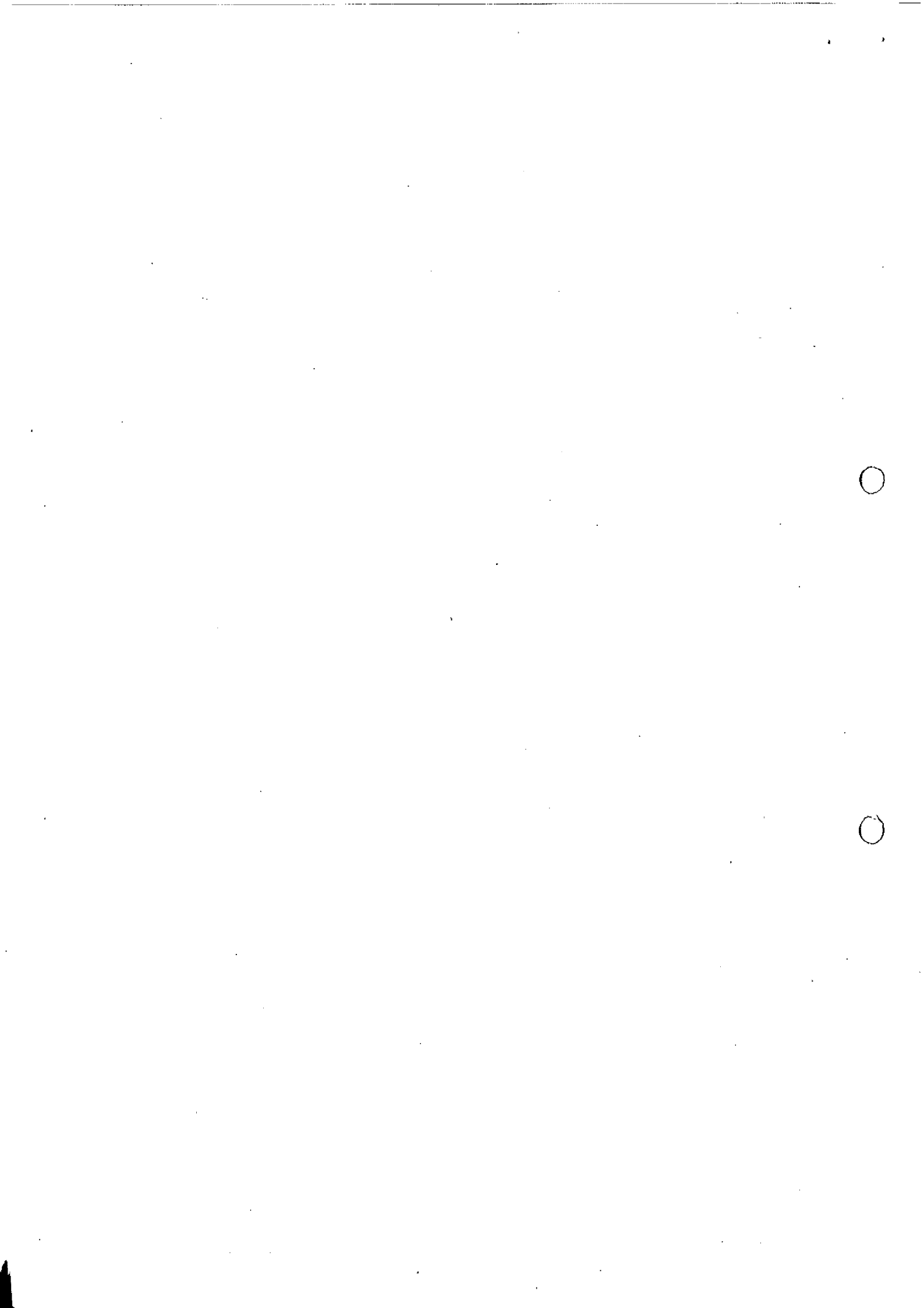
(Non-taxable "non-monetary" consideration)

The Recipient must pay to the Supplier an additional amount equal to 1/11th of the GST - inclusive of market value of the non-taxable non-monetary consideration.

- (d) to the extent that the consideration payable by the Recipient is a taxable supply made to the Supplier by the Recipient, subject to clause 11.3(e), no additional amount shall be payable by the Recipient to the Supplier on account of the GST payable on that taxable supply.
- (e) notwithstanding clause 11.3(d), if the GST - inclusive market value of the non-monetary consideration of the Relevant Supply ("**Supplier's Taxable Supply**") is less than the GST - inclusive of market value of the non-monetary consideration comprising the taxable supply made by the Recipient to the Supplier in consideration for the Supplier's Taxable Supply ("**Recipient's Taxable Supply**") then, the Recipient must pay to the Supplier an additional amount equal to 1/11th of the difference between the GST - inclusive market value of the Recipient's Taxable Supply and the GST - inclusive market value of the Supplier's Taxable Supply.
- (f) the Recipient will pay the GST Amount referred to in this clause 11.3 in addition to and at the same time as the first part of the consideration is provided for the Relevant Supply.

11.4 Valuation of non-monetary consideration

The Parties will seek to agree upon the market value of any non-monetary consideration which the Recipient is required to provide under clause 11.3. If agreement cannot be reached prior to the time that a party becomes liable for GST, the matter in dispute is to



be determined by an independent expert nominated by the President for the time being of the Institute of Chartered Accountants in Australia. The Parties will each pay one half of the costs of referral and determination by the independent expert.

11.5 Tax invoice

The Supplier must deliver a tax invoice to the Recipient before the Supplier is entitled to payment of the GST Amount under clause 11.3. The Recipient can withhold a payment of the GST Amount until the Supplier provides a tax invoice.

11.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this Agreement, the amount payable by the Recipient under clause 11.3 will be recalculated to reflect the adjustment event and a payment will be made by the Recipient to the Supplier or by the Supplier to the Recipient as the case requires.

11.7 Reimbursements

Where a party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of :

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) any additional amount payable under clause 11.3 in respect of the reimbursement.

12. Explanatory Note relating to this Agreement

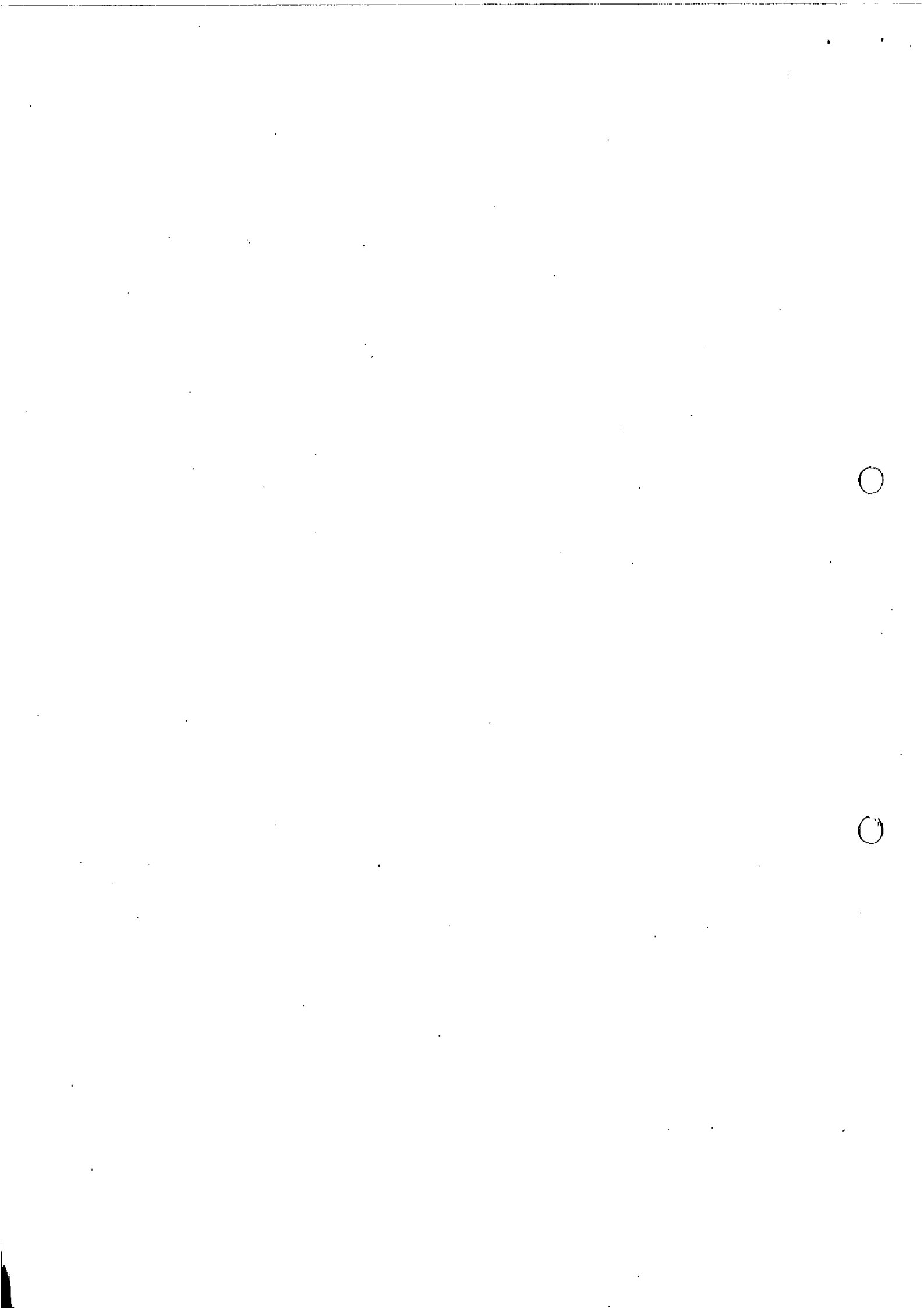
- (a) Schedule 9 contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation; and
- (b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in Schedule 9 is not to be used to assist in construing this Agreement.

13. Effect of Schedulised terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules as if those rights and obligations were expressly set out in full in the operative parts of this Agreement.

14. General Provisions

The Parties agree to the miscellaneous and general provisions set out in Schedule 7.



Schedule 1 - Developer's Land

1. Title

The whole of the land described in:

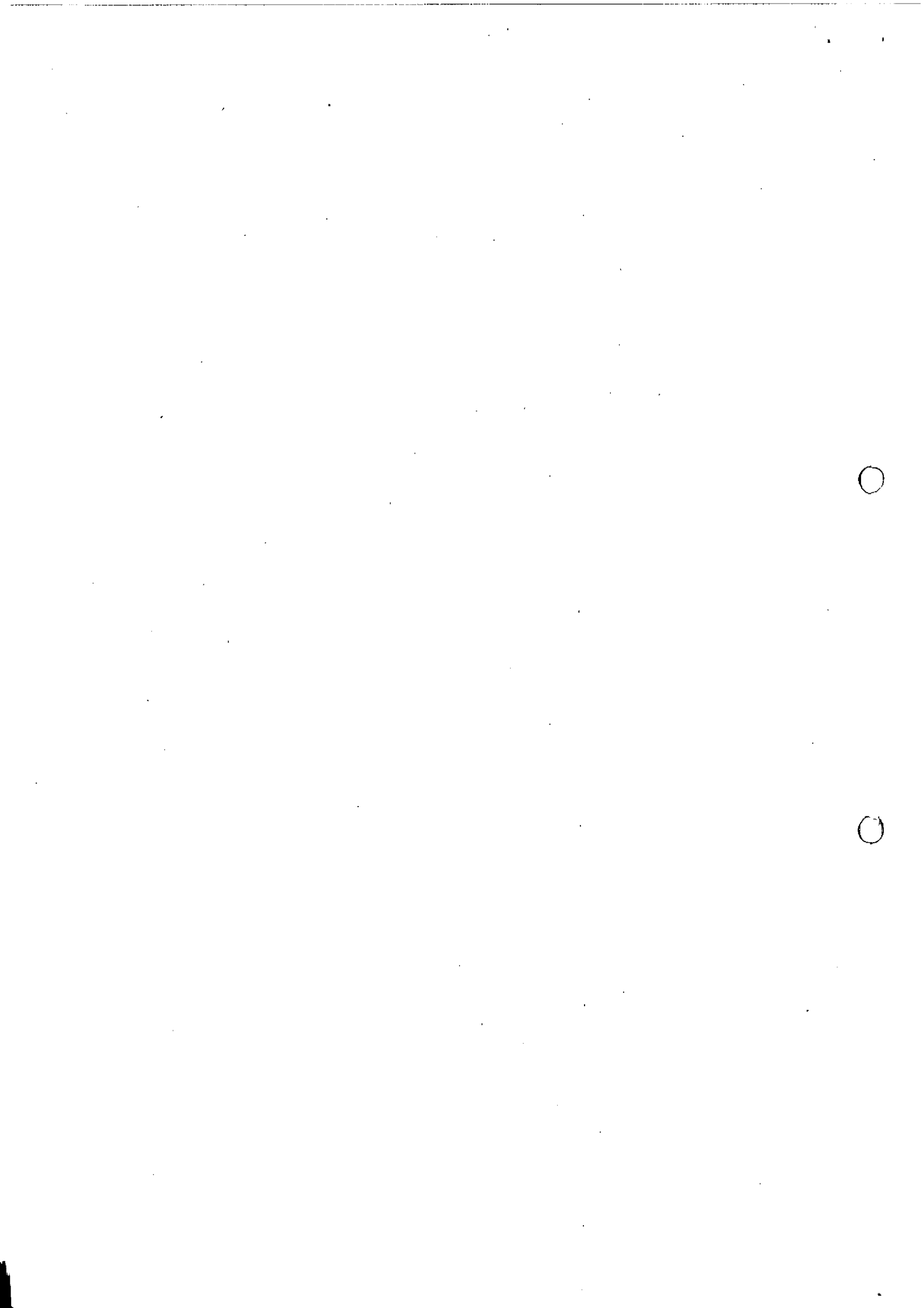
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2. Development

The development of the Land in accordance with the Development Consent granted pursuant to the Development Application, as modified or amended.

3. Development Application

The Developer's Application or Applications, including subsequent Applications (including Applications for section s96 Modifications), to Council that fall within the parameters of Development Application No. LDA729/2008 in respect of the Development.

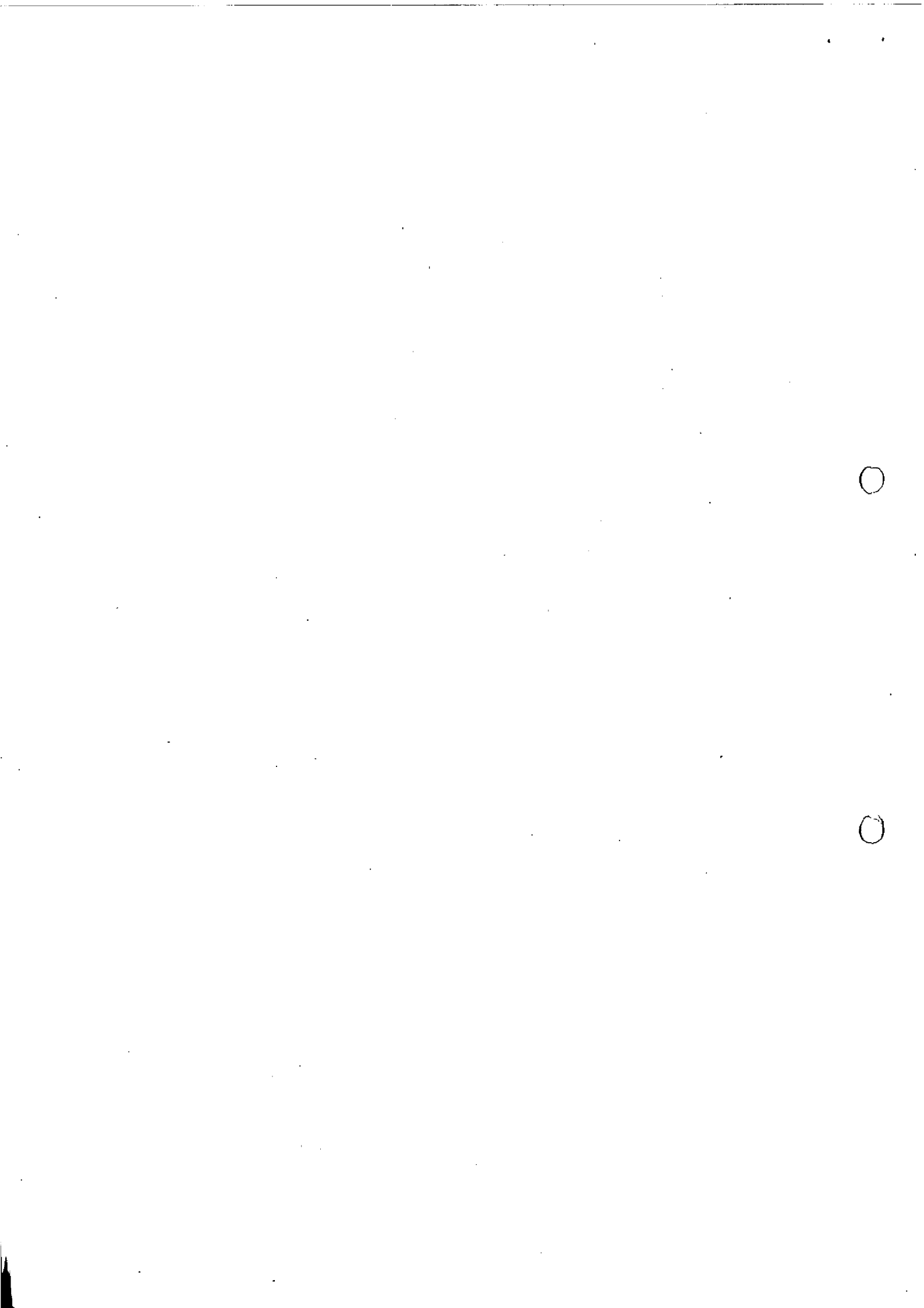


Schedule 2 - Development Contributions Schedule

1. Development Contributions - this Agreement

The Developer undertakes to make or provide the following Development Contributions as set out and provided for in the Table below.

Column 1	Column 2
Development Contribution	Intended Use
<p>1. Dedication to Council of approximately 1,832m² of the Developer's Land running the length of the Development between the proposed apartment blocks and the foreshore.</p> <p>Representing a total value of approximately \$3,000,000.</p>	<p>Item 1 in the Development Plan</p> <p>Public open space and a new public road.</p>
<p>2. Contribution Works in the construction of and dedication to Council of a new foreshore road and footpath to be an extension of Rothsay Avenue linking to Bowden Street, primarily located on the Developer's Land.</p> <p>Finishes described in the Public Domain Finishes Diagram</p> <p>Construction and finishes in accordance with External Materials and Finishes Board.</p>	<p>Item 2 in the Development Plan</p> <p>To allow for public access.</p>
<p>3. Embellishment of the Dedicated Lands and foreshore.</p> <p>Representing a total value of approximately \$1,185,000.</p> <p>Finishes described in the Public Domain Finishes Diagram</p> <p>Construction and finishes in accordance with External Materials and Finishes Board.</p>	<p>Item 3 in the Development Plan</p> <p>For the purpose of upgrading community facilities.</p>
<p>4. Contribution Works in the upgrade of the existing pedestrian/cycle path in the public reserve in front of the</p>	<p>Item 4 in the Development Plan</p> <p>Upgrading works to provide an improved</p>



<p>Developer's Land.</p> <p>Finishes described in the Public Domain Finishes Diagram</p> <p>Construction and finishes in accordance with External Material and Finishes Board.</p>	<p>pedestrian/cycle path for the public.</p>
<p>5. Providing an avenue of trees along the site edge of the proposed extension of Rothsay Avenue.</p> <p>Finishes described in the Public Domain Finishes Diagram</p>	<p>Item 5 in the Development Plan</p> <p>For passive public recreational purposes.</p>
<p>6. Contributions Works in the construction of part of the planned major stormwater drain and gross pollutant trap (on the extreme eastern edge of the site).</p> <p>Representing a total value of approximately \$756,000.</p>	<p>Item 6 in the Development Plan.</p> <p>To link up in the future with the Council's planned major drainage works.</p>
<p>7. Monetary Contribution in the sum of \$1,450,000.</p>	<p>For the purpose of contributing towards Council works to amplify the local stormwater drainage system upstream of the site and to lower Constitution Road to the North of the Site to minimise risk during a flood event.</p>

2. **Development Contributions**

The Development Contributions provided pursuant to Clause 5 and Schedule 2, must be delivered prior to the issue of an Occupation Certificate except for Item 7 in Schedule 2 which is to be provided prior to the issue of a Residential Construction Certificate.

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Schedule 3 - Development Contribution Procedures

1. Developer's undertakings

The Developer undertakes to carry out or procure the carrying out of, the design and construction of the Contribution Works set out in the Table in Schedule 2 as contemplated by, and in accordance with paragraph 2 of this Schedule 3 so as to ensure that Practical Completion of each Contribution Works Portion is achieved by the relevant date for Practical Completion for each such Contribution Works Portion or as otherwise provided for in any relevant Development Consent.

2. Contribution Works Procedures

2.1 Approvals

The Developer must:

- (a) prepare all Applications and obtain all Approvals (and Contribution Works Approvals) necessary to carry out the Contribution Works; and
- (b) comply with all conditions of all such Approvals (and Contribution Works Approvals).

2.2 Quality of Material and Work

The Developer must procure the Contribution Works to be carried out:

- (a) using good quality materials, which must be suitable for the purposes for which they are required under this Agreement;
- (b) without the use of asbestos in any form;
- (c) in compliance with relevant standards determined by Australian Standards Limited, the Building Code of Australia as determined by the Commonwealth of Australia and any relevant manufactures' standards; and
- (d) so that the Contribution Works, when completed, are suitable for the purpose for which they are required as contemplated by the relevant Approvals.

2.3 Standards

The Parties agree that in working up and agreeing the detail design and specifications of the Contributions Works regard shall be had to the following:

- (a) the relevant development control plans and technical manuals and Public Works Infrastructure Manual of the Council;
- (b) for the design and construction of the road and cycle pathway;
 - kerb and guttering
 - pavement treatment
 - lighting, power and other public utilities
 - planting

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- street furniture
 - the Council's standards,
- (c) the public open space or public roads to be dedicated in accordance with Council's Technical Manuals and Council's Public Works Infrastructure Manual - a standard appropriate for their intended use.

2.4 Standards as conditions of Approve

The Parties agree that to the extent of the Developer's obligation to carry out the Contribution Works referred to in clause 2.3 above in accordance with the standards and codes referred to in that paragraph are inconsistent with the requirements of any condition in any relevant Development Consent, the requirements of that Development Consent shall prevail.

2.5 Reinstatement on damage or destruction

The Developer may but is not obliged to reinstate any Contribution Works where the damage or destruction is the result of:

- (a) Any negligent act or omission of the Council or its employees, consultants or agents relating to any part of the Contribution Works under this Agreement; or
- (b) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of Council of any part of the Contribution Works.

2.6 Implementation

- (a) During the period commencing on the date of issue of the Occupation Certificate for the Contribution Works and ending 3 months later, the Developer is required to complete or rectify such works relating to the Contribution Works after receiving notice from the Council detailing any alleged defect and the works required to rectify the defect.
- (b) If and to the extent reasonably required (and not otherwise previously delivered to the Council) within 90 Business Days after the issue of the Occupation Certificate for the Contribution Works, the Developer must do all things required to procure the assignment of any warranties relating to the Contribution Works to the Council.
- (c) Whenever reasonably requested in writing by Council, the Developer must provide evidence of insurance prior to commencement of Contribution Works.

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Schedule 4 - Release and Discharge Terms

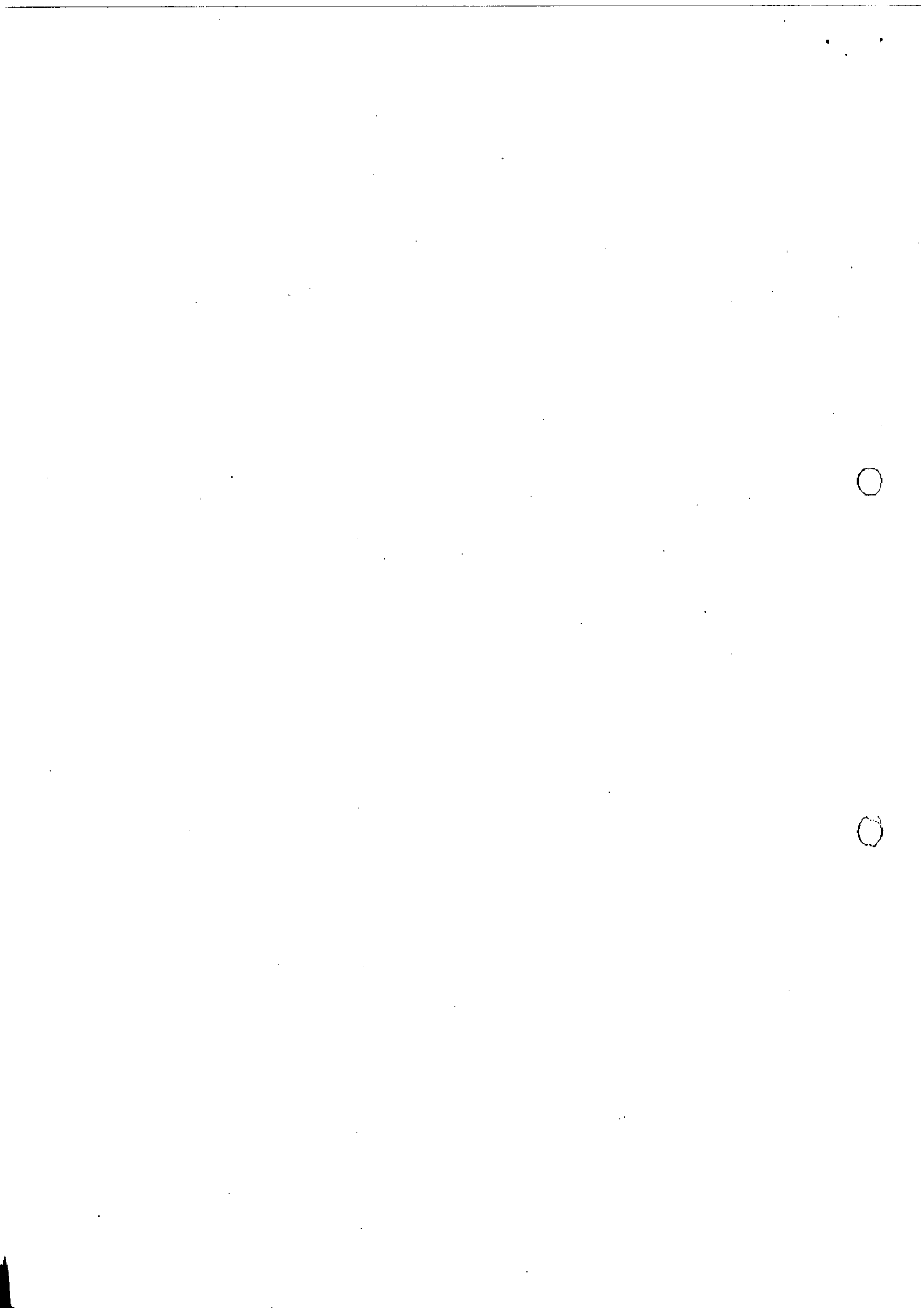
- (a) To the extent the Developer has satisfied its obligations under this Agreement in respect of that part of the Developer's Land, the Council agrees to provide a release and discharge of this Agreement with respect to any part of the Developer's Land:
- (i) if the Developer requests a partial release and discharge of this Agreement for the purpose of selling part of the Developer's Land as a developed lot; and
 - (ii) if the Developer requests a partial release and discharge of this Agreement in connection with the completion of a sale contract for a Developed Lot; and
 - (iii) if the Developer requests a partial release and discharge of this Agreement to effect the transfer of part of a Developer's Land to the Council or any other authority pursuant to this Agreement.
- (b) Once the Council is satisfied that the Developer has fully complied with all of its obligations under this Agreement, the Council agrees to provide a full release and discharge of this Agreement with respect to the whole of the Developer's Land.

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Schedule 5 - Review or Replacement Procedures

The Parties may agree to review this Agreement. Any review or modification will be conducted in the circumstances and in the matter determined by the Parties and in accordance with the provisions of the Act and Regulations. For clarity, no such review or replacement shall have any force or effect unless and until formal legal documents are signed by the Parties.



Schedule 6 - Dispute Resolution

1. Notice of Dispute

- (a) If a dispute between any of the Parties arises in connection with this Agreement or its subject matter, then any Party may give to the other Parties a notice of dispute in writing adequately identifying and providing details of the dispute.
- (b) The Parties must continue to perform their respective obligations under this Agreement if there is a dispute but will not be required to complete the matter, the subject of the dispute, unless each Party indemnifies the other Parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying Party.

2. Further steps required before proceedings

Any dispute between the Parties arising in connection with this Agreement or its subject matter must as a condition precedent to the commencement of litigation first be the subject of mediation between a person appointed from time to time by each (under written notice to the other Parties) to represent that Party.

3. Disputes for expert determination

If the mediation referred to in paragraph 2 has not resulted in settlement of the dispute, any Party may, with the prior written consent of each other Party, refer the matter to expert determination in accordance with paragraph 4, such expert to act in accordance with the requirements of this Schedule 6.

4. Choice of Expert

A dispute to be referred to an expert in accordance with paragraph 3 must be determined by an independent expert in the relevant field:

- (a) agreed between and appointed jointly by the Parties; or
- (b) in the absence of agreement within 5 Business Days of the agreement of the Parties to refer the matter to expert determination under paragraph 3, appointed by the President or other senior officer for the time being of the body administering the relevant field.

If the Parties cannot agree as to the relevant field, any one Party may refer the matter to the President of the NSW Bar Association (or the President's nominee) who's decision as to the relevant field is final and binding on the Parties.

5. Requirements for Expert

The expert appointed to determine a dispute:

- (a) must have a technical understanding of the issues in contest;
- (b) must not have a significantly greater understanding on ones Party's business or operations which might allow the other side to construe this greater understanding as a bias or conflict of interest;
- (c) must inform the Parties before being appointed the extent of the expert's understanding of each Party's business or operations and, if that information



indicates a possible bias, then that expert must not be appointed except with a written approval of the Parties.

The Parties must enter into an agreement with the expert appointed under this Schedule 5 setting out the terms of the expert's determination and the fees and expenses payable to the expert.

6. Directions to Expert

In reaching a determination in respect of a dispute under paragraph 3, the independent expert must give effect to the intent of the Parties entering into this Agreement.

7. Expert not Arbitrator

The expert must:

- (a) act as an expert and not as an arbitrator;
- (b) proceed in any manner as the expert thinks fit but must observe the rules of natural justice but not the rules of evidence, not accept verbal submission unless both Parties are present and on receipt of written submissions from one Party ensure that a copy of such submission is given promptly to the other Party;
- (c) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the dispute;
- (d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
- (e) issue a draft certificate stating the expert's intended determination giving each Party 15 Business Days to make further submissions;
- (f) issue a final certificate stating the expert's determination; and
- (g) act with expedition with a view to issuing the final certificate as soon as practicable.

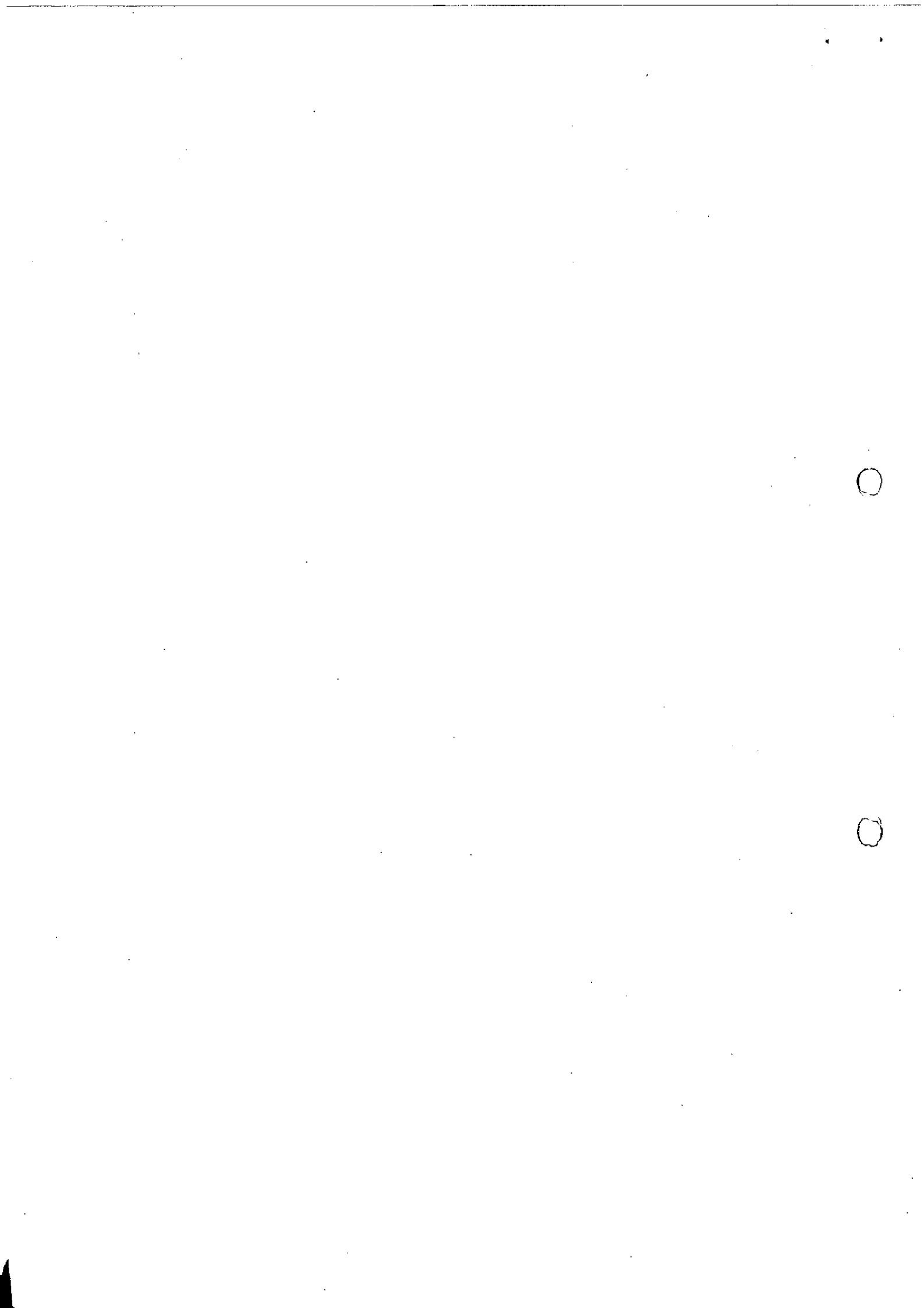
8. Compliance with directions

The Parties must comply with all directions given by the expert in relation to the resolution of the dispute and must within a time period specified by the expert, give the expert:

- (a) a short statement of facts; and
- (b) a description of the dispute; and
- (c) any other documents, records or information the expert requests.

9. Expert may commission reports

The expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination. The Parties must indemnify the expert for the cost of those advisers or consultants.



10. Expert may convene meetings

- (a) The expert will hold a meeting with all the Parties present to discuss the dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- (b) The Parties agree that a meeting under this paragraph is not a hearing and is not an arbitration.

11. Final determination of expert

- (a) The Parties agree that the final determination by an expert will be final and binding upon them.
- (b) The expert or mediator will not be liable in respect of the expert determination or mediation, except in the case of fraud or misfeasance by the expert or mediator.
- (c) The Parties agree to release and indemnify the expert from and against all claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person in respect of the expert's appointment to determine the dispute.

12. Other courses of action

If the mediation referred to in paragraph 2 has not resulted in resolution of the dispute and the parties elect not to participate in expert determination required or agreed under paragraph 3, any one Party may take whatever course of action it deems appropriate for the purpose of resolving the dispute.

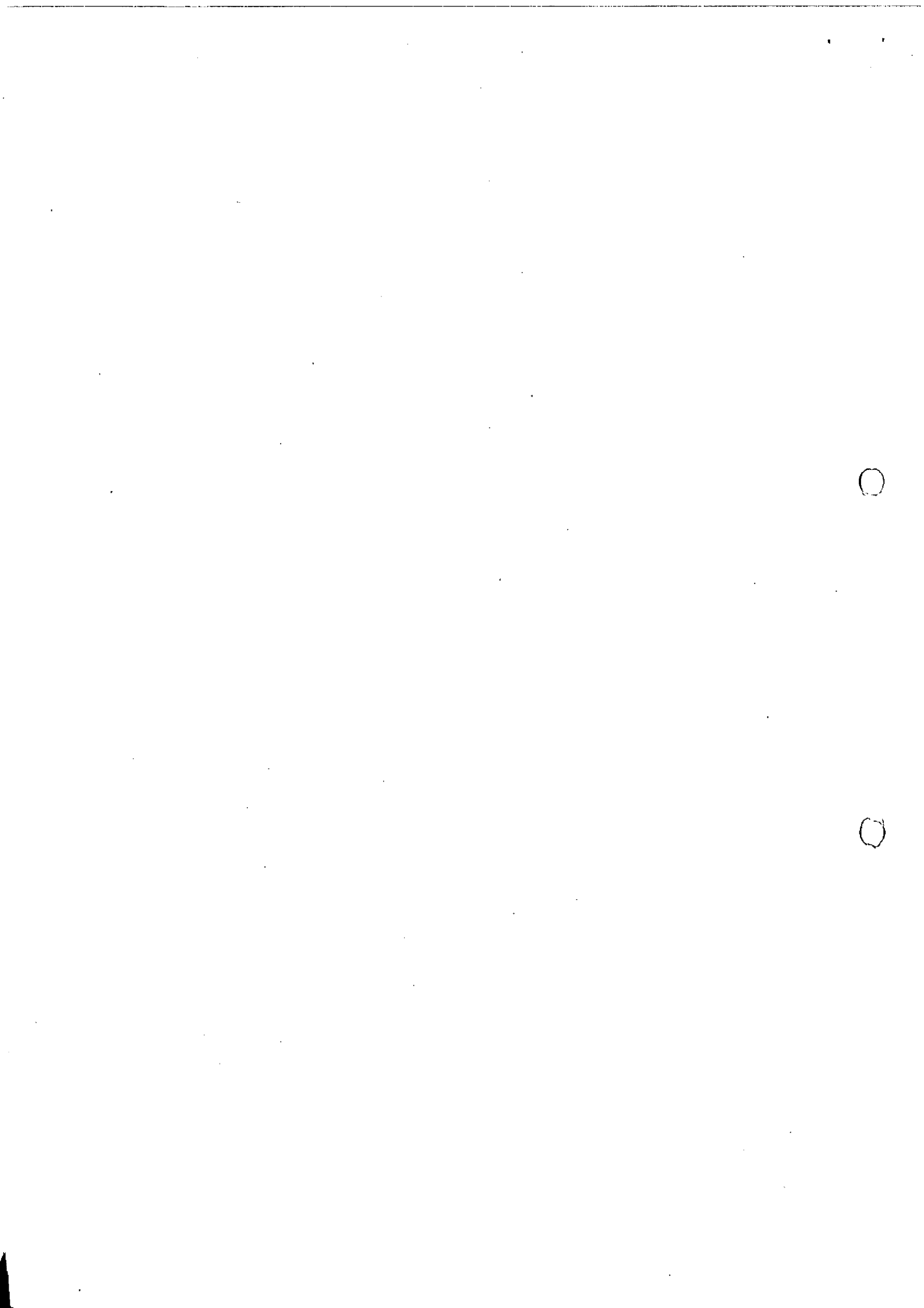
13. Confidentiality of Information

The Parties agree, and must procure that, the mediator and expert agrees as a condition of his or her appointment:

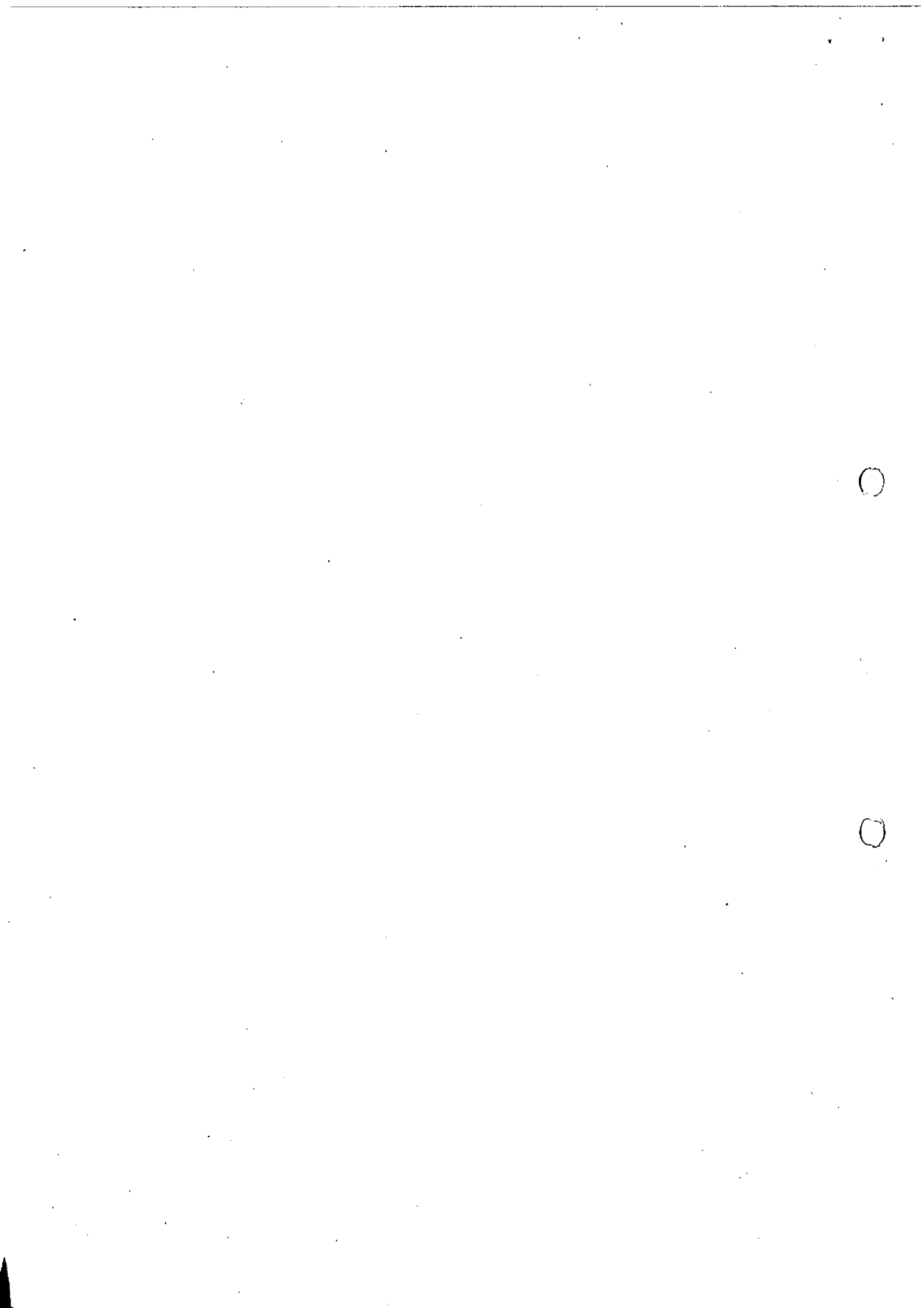
- (a) subject to paragraph (b) below, to keep confidential all documents, information and other material, disclose to them during or in relation to the expert's determination or mediation;
- (b) not to disclose any confidential documents, information and other material except:
 - (i) to a Party or advisor who has signed a confidentially undertaking to the same effect as this paragraph 13;
 - (ii) if required by Law or the ASX Listing Rules to do so; or
 - (iii) not to use confidential documents, information or other material disclosed to them during or in relation to the expert determination for a purpose other than the expert determination or mediation.

the Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents or in an arbitral, judicial or other proceedings:

- (a) views express or proposals of suggestions made by a Party or the expert during the expert determination or mediation relating to a possible settlement of a dispute; and



- (b) admissions or concessions made by a Party during the expert's determination or meditation in relation to the dispute; and
- (c) information, documents or other material concerning a dispute which are disclosed by a Party during the expert's determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.



Schedule 7 - General Terms

1. Notices

1.1 Form

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

- (a) delivered or posted to that Party at its address set out below; or
- (b) faxed to that Party at its fax number set out below;
- (c) emailed to that Party at its email address set out below.

Council

Address: 1 Devlin Street, Ryde NSW

Telephone:

Fax:

Email:

Attention:

Developer

Address: 146 Bowden Street, Meadowbank NSW

Telephone:

Fax:

Email:

Attention:

1.2 Change of address

If a Party gives another Party 3 Business Days notice of a change of its address, email or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted, emailed or faxed to the latest address, email or fax number.

1.3 Receipt

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.



1.4 Receipt - next Business Day

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, after 5pm 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.

2. Entire agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, anything said or done by another Party, or by an Authorised Officer, agent or employee of the Party, before this Agreement was executed, except as permitted by law.

3. Further acts

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

4. Governing Law and jurisdiction

This Agreement 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.

5. Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement 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.

6. No fetter

Nothing in this Agreement is to be construed as requiring an Authority to do, or refrain from doing, anything that would cause it to be in breach of any of its obligations at Law, and without limitation, nothing in this Agreement is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

7. Representations and warranties

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

8. Severability

- (a) If any part of this Agreement can be read in any 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.
- (b) If any part of this Agreement is illegal, unenforceable or invalid, that part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

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9. Modification

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

10. Waiver

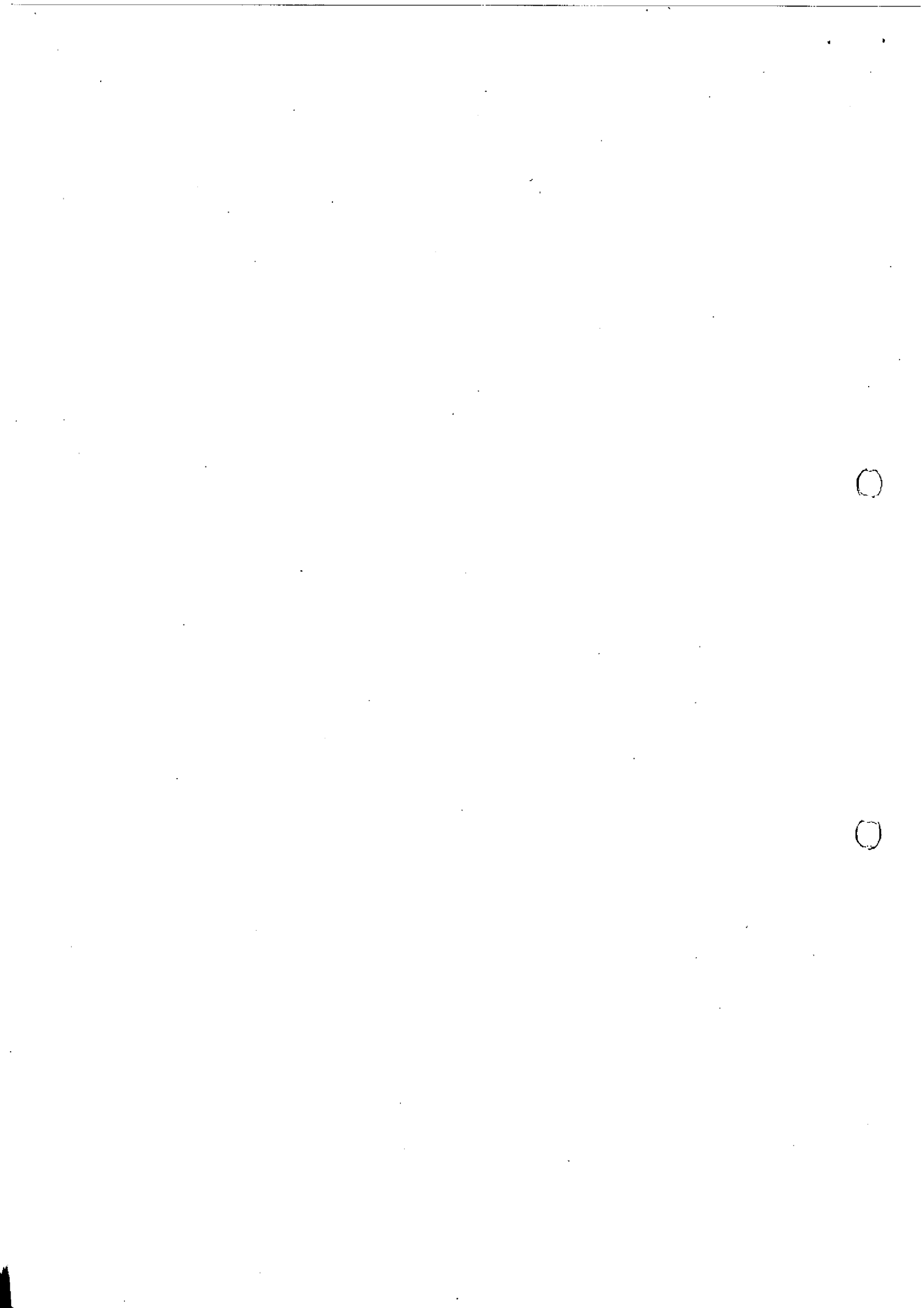
- (a) The fact that a Party fails to do, or delays in doing, something the Party is required or entitled to do under this Agreement, does not amount to a waiver of any obligation by another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only 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.

11. Confidentiality

The Parties agree that the terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.

12. Assignment of Dealings

This Agreement may be assigned by the Developer in accordance with any dealings the Developer may have with respect to its interests in the Land without requiring the Developer to obtain Council's approval in respect of either the dealing or the assignment of this Agreement.



Schedule 8 - Definitions and Interpretation

1. Definitions

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

Application means an application for any Approval.

Approval means any approvals, consents, Modifications, Part 4A Certificates, Part 3A of the Act approvals, certificates, Construction Certificates, Occupation Certificates, Complying Development Certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by law or by adjoining owners for the commencement and carrying out of the Contribution Works.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under section 109T of the Act.

Authorised Officer means, in the case of any Party, a director or secretary or an officer whose title contains the word "manager" or a person performing the functions of any of them, or any other person appointed by that Party to act as an Authorised Officer for the purpose of this Agreement.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Certifier means such person with the appropriate qualifications as is agreed by the Parties.

Commencement Date means the day the Construction Certificate of the Development Consent is issued.

Compliance Certificate means a certificate referred to in section 109C(1)(a) of the Act.

Complying Development Certificate means a complying development certificate referred to in section 85 of the Act.

Consent Authority means, in relation to an Application, the Authority having the function to determine the Application.

Construction Certificate means a construction certificate issued pursuant to the Act authorising construction works in respect of the Development Consent but does not include a Residential Construction Certificate.

Contribution Works means the works described in items 2, 3, 4, 5 and 6 in column 1 of the Table set out in Schedule 2.

Contribution Works Approval means:

- (d) any Approval
- (e) any developer consent, and
- (f) the consent of any Authority,

required for carrying out of any Contribution Works.

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Contribution Works Portion means each part of the Contribution Works set out separately in each of items 2, 3, 4, 5 and 6 in column 1 of the Table set out in Schedule 2.

Contribution Works Procedures means the terms and conditions in relation to carrying out the design and construction of the relevant Contribution Works as provided for in Schedule 3.

Costs includes costs, charges and expenses, including those incurred in connection with advisers.

Council means Ryde City Council.

Dedicated Land means the land identified at items 1 and 2 in column 1 of the Table set out in Schedule 2 to be dedicated to Council in accordance with this Agreement as shown on the Development Plan.

Developed Lot means a lot created by the Subdivision (including strata subdivision) forming part of the Developer's Land which at the date of the request for transfer has been improved by completed built form in respect of which an Occupation Certificate has issued.

Developer means the Party described as such under the section headed "Parties" of this Agreement.

Developer's Land means the whole of the land comprised in the certificate of title referred to in Schedule 1.

Development means the development described in Schedule 1 ("Land").

Development Application means LDA729/2008 and has the same meaning as in the Act and includes any amendment or modification of the Development Application.

Development Consent means the Approval by the Consent Authority of an Application in accordance with the Development Application and has the same meaning as in the Act and includes any amendment or modification of the Development Consent.

Development Contributions means the dedication Monetary Contribution and the provision of the material public benefits referred to in the Development Contributions Schedule and includes the contribution amounts attributed to the dedications and Contribution Works.

Development Contribution Procedures means the Development Contribution Procedures set out in Schedule 3 of this Agreement.

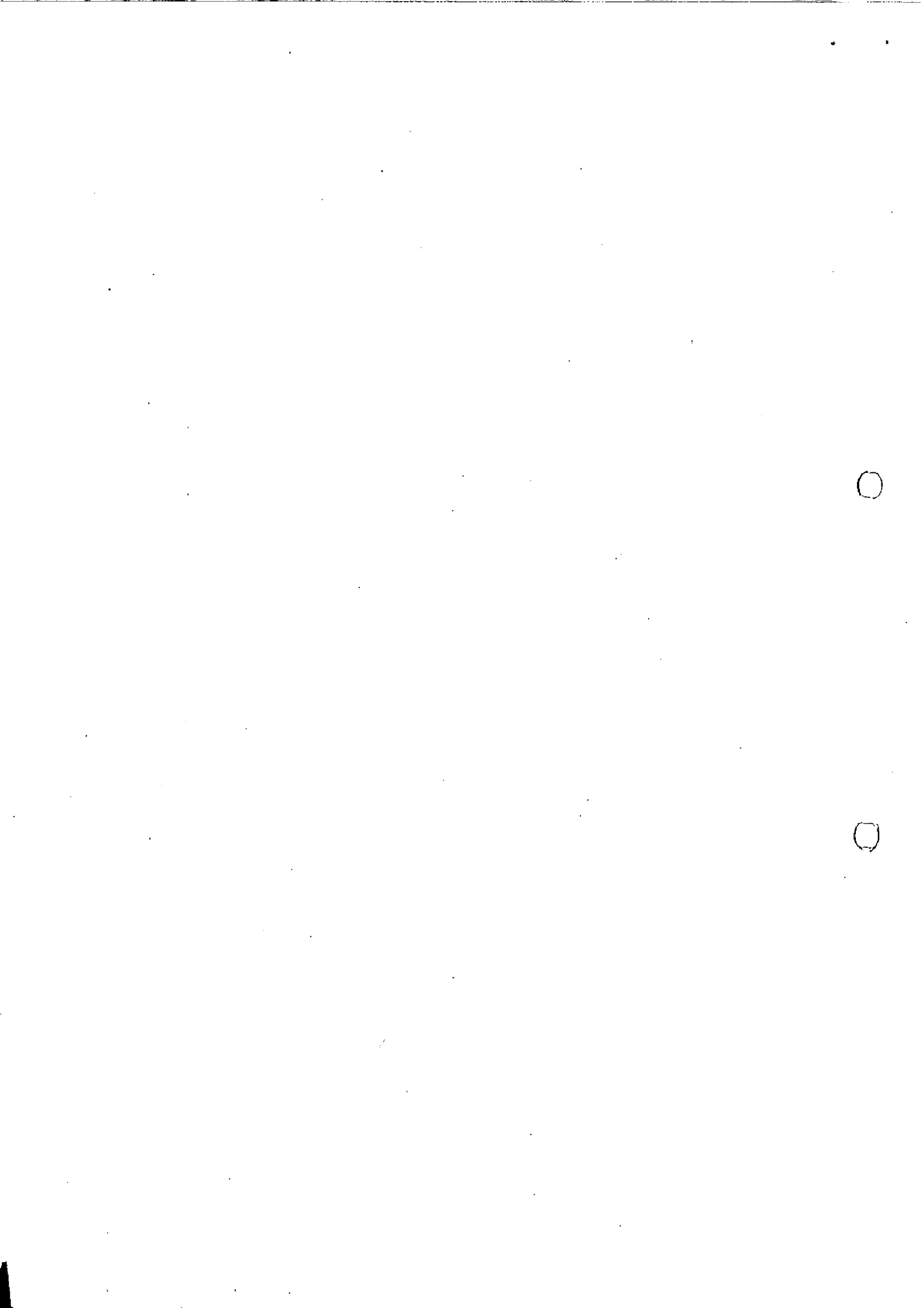
Development Contributions Schedule means the Development Contributions set out in Schedule 2 of this Agreement.

Development Plan means Drawing Number DP01-A, being the plan as described and annexed "A" to this Agreement.

Dispute Resolution Procedures means the procedures imposed on the relevant Parties under Schedule 6 of this Agreement.

Explanatory Note means the Explanatory Note set out in Schedule 9 of this Agreement.

External Materials and Finishes Board means Drawing Number DA20 approved by Council on 21 April 2009, being the document annexed "C" to this Agreement.



Floor means the space within a building that is situated between one floor level and the floor level above or, if there is not floor above, the ceiling or roof above.

GST has the meaning it has in the GST Act.

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

Land means the land described in Schedule 1.

Law means:

- (a) the common law including principles of equity, and
- (b) the requirement of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consent by an Authority,

that presently apply or as they may apply in the future.

Legislation means any statute, rule, ordinance, code, regulation, proclamation, by-law or consent by any Authority.

Monetary Contribution means the amount set out in item 7 in column 1 of the Table set out in Schedule 2 to be paid by the Developer to the Council in accordance with this Agreement.

Occupation Certificate means an occupation certificate issued pursuant to the Act authorising occupation.

Party means a party to this Agreement, including their respective successors and assigns.

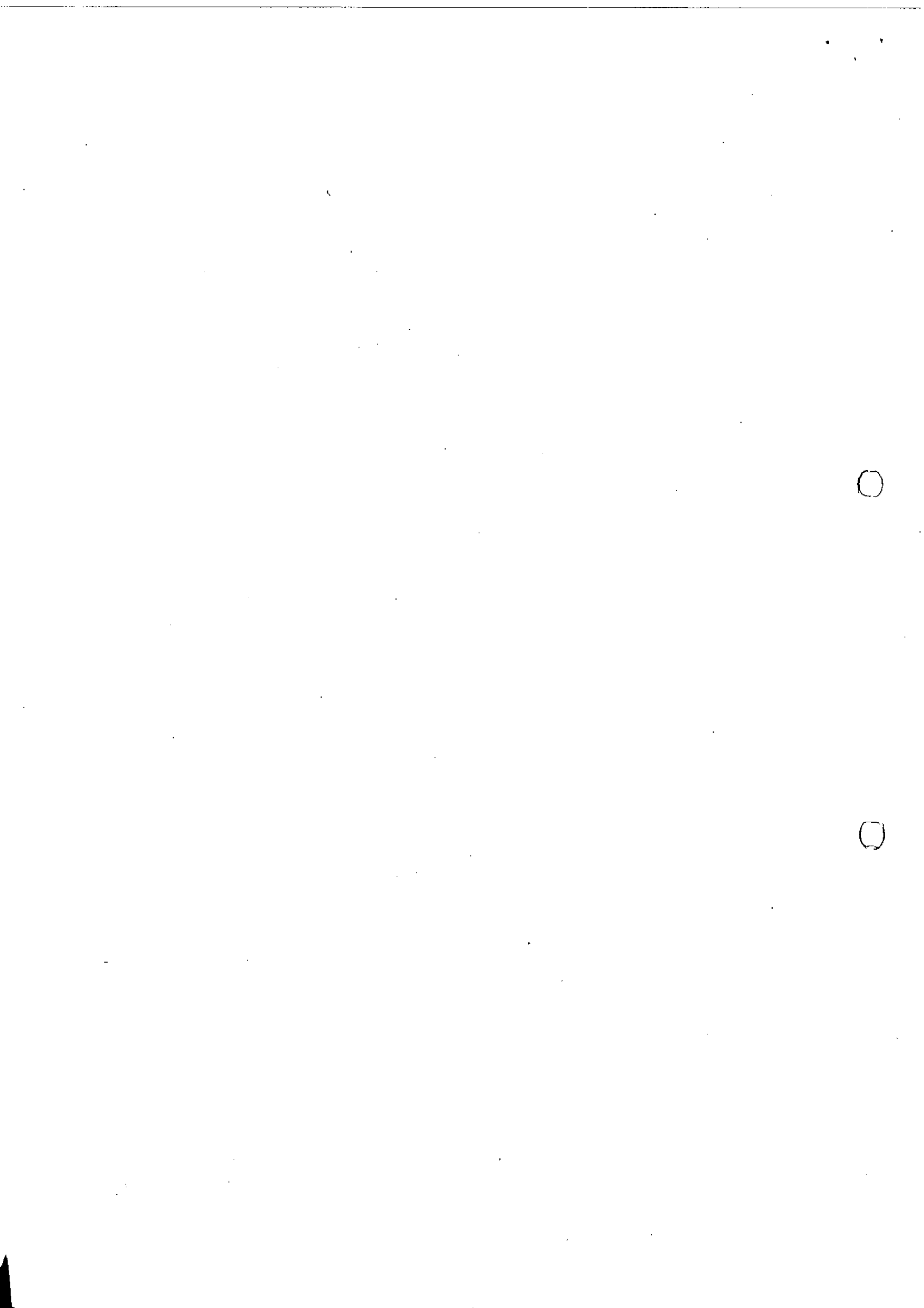
Practical Completion means, in relation to any Contribution Works Portion, the point of time at which:

- (a) the whole of that Contribution Works Portion has been completed and installed in accordance with all relevant Approvals, this Agreement and the requirements of clause 2 of Schedule 3;
- (b) that Contribution Works Portion is fit for use and occupation, and capable of being lawfully used and occupied for its intended purpose and as contemplated by this Agreement and all relevant Approvals;
- (c) (if relevant) a Compliance Certificate for the Contribution Works Portion has issued;
- (d) (if relevant) an Occupation Certificate for the Contribution Works Portion has issued; and
- (e) (if relevant) a Complying Development Certificate for the Contributions Works Portion has issued.

Public Domain Finishes Diagram means the Drawing Number DA19 E, approved by Council on 21 April 2009 being the diagram as described and annexed "B" to this Agreement.

Real Property Act means the *Real Property Act 1900*.

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



Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Residential Construction Certificate means a construction certificate issued for all work to the apartments from level 1 (described in drawing number DA03-F) and above the basement car park but does not include any construction certificates issued in relation to any works that do not involve the actual construction of the apartments above the basement car park.

Release and Discharge Terms means the obligations imposed on the relevant Parties under, and by virtue of Schedule 4.

Review or Replacement Procedures means the procedures set out in Schedule 5.

Ryde Section 94 Contributions Plan means the City of Ryde - Section 94 Contributions Plan as in force at the relevant date.

Section 96 Modification means any modification of the Development Consent pursuant to section 96 of the Act.

State means the State of New South Wales.

Sunset Date means the date on which the Development Consent lapses.

Works means all, or any part, of the works which the Developer will procure to be performed or carried out (whether or not on the Developer's Land) in accordance with the Approvals and as required or contemplated by this Agreement including the Contribution Works.

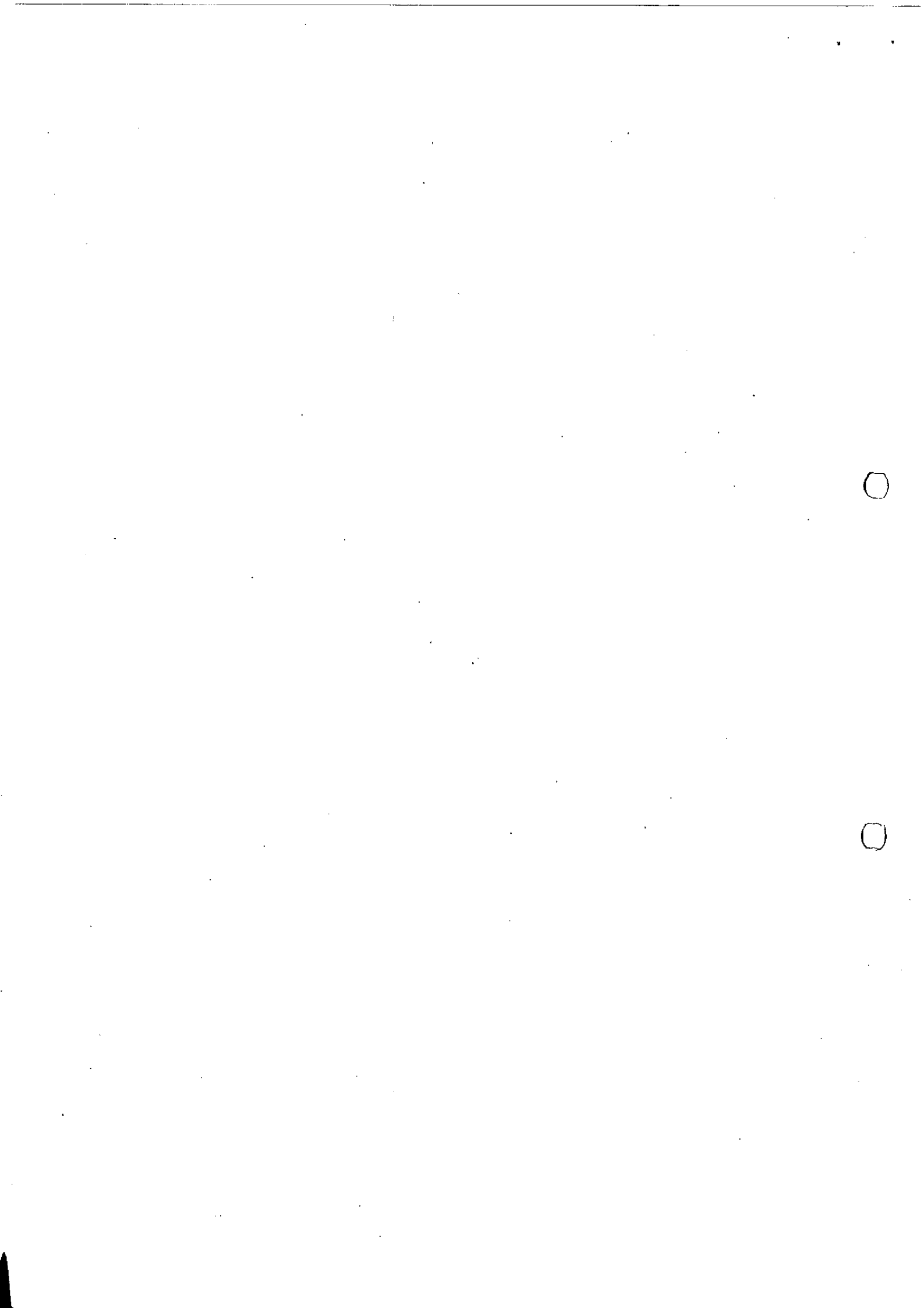
2. Interpretation

In this paragraph 2:

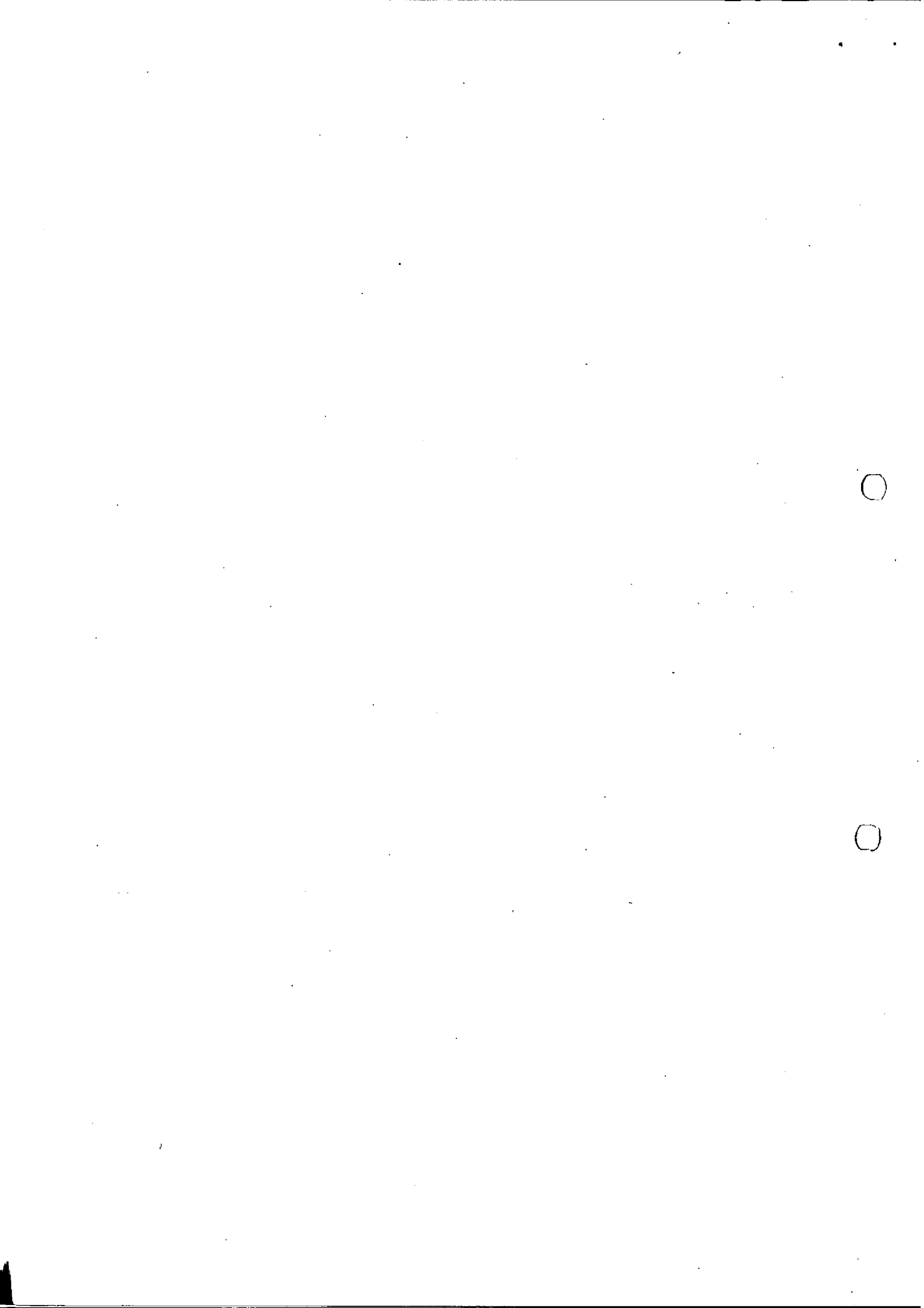
(a) headings are for convenience only and do not affect interpretation:

and unless the context indicates a contrary intention:

- (b) if more than one person is identified as the Council, that expression refers to them, and the obligations of the Council under this Agreement bind them, jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either including consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;



- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **"includes"** in any form is not a word of limitation; and
- (k) a reference to **"\$"** or **"dollar"** is to Australian currency.



Schedule 9 - Explanatory Note

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Schedule 9

Explanatory Note - Planning Agreement

146 Bowden Street, Meadowbank

1. Introduction

Section 93F of the *Environmental Planning and Assessment Act 1979 (Act)* provides that a planning agreement can be entered into by a planning authority and a developer. This agreement can require a developer to dedicate land free of cost, pay a monetary contribution and/or provide any other material public benefit to be used for or applied towards a public purpose.

Conca D'oro Lounge Pty Limited has offered to enter into a planning agreement with Ryde City Council under which it proposes to dedicate certain land free of cost, pay certain monetary contributions and provide certain other material public benefits on the basis that the application of sections 94 and 94A of the Act and construction related fees and charges otherwise payable are excluded in respect of any development consent in accordance with the Development Application.

The purpose of this explanatory note is to provide a summary of the objectives, nature and effect of the planning agreement and an assessment of the merits of that agreement as required by the Act and the *Environmental Planning & Assessment Regulation 2000 (Regulation)*.

2. Parties

Ryde City Council
1 Devlin Street, Ryde, NSW
(Council)

Conca D'oro Lounge Pty Limited
146 Bowden Street, Meadowbank NSW
(Developer)

3. Description of Development Application

3.1 Description of Land

Lot 101 in DP1037638

3.2 Development Application

The Development Application is documented in Development Application No. LDA729/2008 as modified.

4. Summary of objectives, nature and effect of the planning agreement

The objective of the planning agreement is to provide for development contributions offered by the Developer in respect of community facilities, recreational open space, road facilities, embellishment of foreshore and stormwater infrastructure in connection with the proposed development and the obligations of the Developer and the Council pursuant to those terms.

The planning agreement will exclude the application of sections 94 and 94A of the Act and construction related fees and charges otherwise payable.

The Developer will provide the development contributions in accordance with the planning agreement which consist of:

- (a) Dedication to Council of approximately 1,832sqm of land with an estimated value of \$3,000,000 which runs the length of the proposed development between the proposed apartment blocks and the foreshore. This land is to be used for open space and a new road.
- (b) Construction and dedication of a new Foreshore road and footpath to be an extension of Rothsay Avenue linking to Bowden Street, primarily located on the subject site.
- (c) Embellishment of the dedicated lands and Foreshore with an estimated value of \$1,185,000.
- (d) Upgrading the existing pedestrian/cycle path in the public reserve in front of the site.
- (e) Providing an avenue of trees along the site edge of the proposed extension of Rothsay Avenue.
- (f) Amplifying existing stormwater infrastructure on the site and on the public reserve in the vicinity of the seawall to connect to the future upgraded infrastructure to the immediate east of the site on the land dedicated to Council with an estimated value of \$756,000.
- (g) Monetary contribution in the sum of \$1,450,000 towards essential capital Council works to amplify the local stormwater drainage system upstream of the site to upgrade Constitution Road to the North of the site to minimise risk during a flood event.

5. Assessment of the merits of the planning agreement

5.1 The merits of the planning agreement

The merits of the planning agreement are as follows:

- (a) The benefits and their estimated value under the planning agreement are outlined in **Attachment A**.
- (b) The policy objectives are to enable the provision of community facilities in a manner which provides flexibility. In this development, the community will, in addition to the monetary contributions enabling the upgrade of the stormwater infrastructure, obtain dedicated and embellished open space free of charge and works carried out to the foreshore and roadway to improve the facilities for traffic and movement in the area.
- (c) Provision for additional open space available to the public for recreation and other purposes.
- (d) Creation of a roadway to facilitate traffic flow and movement in the area.
- (e) Increase in the area and quality of pedestrian networks available.
- (f) Establishment of vital community infrastructure.
- (g) Local infrastructure is enhanced through additional drainage works upstream and downstream of the proposed development. This enhancement is achieved through the performance of some of the works and also a significant monetary contribution.
- (h) Environmentally Sustainable Development is provided by the improvement of local stormwater infrastructure and more usable public open space.

5.2 What are the planning purposes of the planning agreement?

The following planning purposes are served by the planning agreement:

- (a) To secure contributions towards community facilities, recreational open space, road facilities, embellishment of foreshore and stormwater infrastructure in connection with the proposed development whilst mitigating any environmental impacts arising from the proposed development and ensuring the proposed development does not adversely impact on local amenity and foreshore.
- (b) The impact of the proposed development is mitigated through:
 - (i) the undertaking of extensive drainage works by the Council and the Developer for the benefit of the wider community;
 - (ii) the increase in the amount and quality of the land available for public use along the foreshore;
 - (iii) the creation of an additional road to ease any potential traffic congestion;
 - (iv) increase in the public amenities and facilities available.
- (c) Meeting the demands created by the proposed development for new and enhanced public amenities and public facilities.
- (d) Securing on and off-site benefits for the wider community so that the proposed development subject of the application delivers net community benefits in terms of:
 - establishing a roadway to prevent traffic congestion and increase the amenity of the area;
 - establishing an open space area in this locality to provide a linked open space system which will be in public ownership;
 - embellishing the proposed public open space to meet community needs and standards; and
 - improving the management of the stormwater flows emanating from the upper parts of the Meadowbank Employment Area through the site.
- (e) The planning agreement promotes the public interest by securing contributions towards a public purpose which serves both the proposed development, surrounding development and the community.

6. How the planning agreement promotes elements of the Council's charter under the *Local Government Act 1993*

The planning agreement promotes the Council's charter under the *Local Government Act 1993* as follows:

- (a) *Provide adequate, equitable and appropriate services and facilities for the community and to ensure that those services are managed efficiently and effectively. The proposed planning agreement will result in :*
 - (i) the extension of the existing road network; and
 - (ii) the increase in the amount and quality of open space available to the public along the foreshore area and landscaped area in accordance with Council's contemporary planning policies for development and the embellishment of that area for its intended purposes; and

- (iii) undertaking of stormwater drainage works by the Council and the Developer to improve the facilities available to the community now and in the future; and
- (iv) contribution of money for investment into the stormwater drainage works that are required now and in the future for the enhancement of the management of stormwater flows through the site to cater for demands emanating off-site from the upper parts of the Meadowbank Employment Area in accordance with the Council's Capital Works program; and
- (v) the refurbishment of pedestrian/cycle ways.

(b) *To exercise community leadership*

The planning agreement will enable Council to show leadership by facilitating the establishment of vital community infrastructure required for the planned intensification of development in the Meadowbank Employment Area in an efficient and cost effective manner.

(c) *To promote, plan and provide for children's needs*

The planning agreement will assist in meeting children's needs by establishing a public open space area capable of being used by children for recreation in this locality.

(d) *To properly manage, develop, enhance and conserve the environment in a manner consistent with and promoting the principals of ecologically sustainable development.*

The planning agreement will result in the enhancement of the environment by developing and enhancing public open space facilities in this locality and enhancing the ability of Meadowbank Employment Area to fulfil its role as part of the drainage system through this part of the City in the context of the extensive development that has occurred off-site and upstream in its catchment.

The outcomes will contribute to the ecological sustainability of development in the Meadowbank Employment Area.

The planning agreement will also result in the construction of a new high quality residential building with height ecological sustainable ratings which will minimise energy and water consumption in accordance with accepted community standards.

(e) *To have regard to the long term and cumulative effects of Council's decisions.*

The planning agreement is consistent with the approach taken by Council in relation to the future establishment of the infrastructure plan required to service the Meadowbank Employment Area in accordance with contemporary planning strategies that have been adopted by the State Government and Council for a greater intensity of development in the area.

(f) *To keep the local community informed about its activities.*

The planning agreement is publically exhibited with comments invited from the public. The agreement may only be entered into subject to public participation. This will ensure that the community is well informed of the agreement and will enable Council to consider any matters which may be raised prior to entering into any agreement.

(g) *To ensure that Council acts consistently and without bias, particularly where an activity of Council is affected.*

The planning agreement is consistent with the approach taken by Council in relation to the future establishment of the infrastructure plan required to service the Meadowbank Employment Area in accordance with contemporary planning strategies that have been adopted by the State Government and Council for a greater intensity of development in the area.

7. How the planning agreement promotes the objects (if any) of the Act

The planning agreement will promote the following objects of the Act:

- (a) The promotion and coordination of orderly social, economic and environmentally sustainable development that provides safe and healthy places for people to live.
- (b) To enable the land to be developed in a timely and efficient manner to promote economic development.
- (c) The provision by way of dedication of land for public open space purposes at no cost to Council.
- (d) The construction of a building with high ecologically sustainable initiatives which will minimise energy and water consumption in accordance with accepted community standards.
- (e) The public exhibition to enable comments from the public. The planning agreement can only be entered into subject to public participation.

8. How the planning agreement promotes the public interest

The public interest is served by outcomes that deliver State and Local Government policy including:

- (a) Delivery of public infrastructure in terms of components of open space and stormwater drainage networks free of cost to the local community;
- (b) Delivery of elements of the *Inner North Draft Subregional Strategy for the City of Ryde*;
- (c) Delivery of elements of the *Meadowbank Employment Area Master Plan*;
- (d) Delivery of elements of the *City of Ryde Management Plan 2008 - 2012*;
- (e) Delivery of the development outcome sought by the *Meadowbank Employment Area Draft Development Control Plan*;
- (f) Delivery of the *Ryde Riverwalk* along the Parramatta River Foreshore;
- (g) Contribution to delivery of the *City of Ryde 'City Wide Plan'*.
- (h) Delivery of elements of the *Metropolitan Strategy* by providing additional residential accommodation in an existing urban area in close proximity to both a rail and ferry station, consistent with the State Government objective to encourage greater use of public transport and more compact cities.

9. Does the planning agreement conform with the Council's Capital Works Program?

The planning agreement complies with *Council's Capital Works Program 2008/2009*. The *Capital Works Program Highlights* featured in the *Management Plan 2008-2012*, specifically refers to the upgrade of the Meadowbank Public Domain and works totalling \$1,080,000 planned for the Foreshore area with respect to the proposed development.

The planning agreement directly contributes to this through the embellishment of the Foreshore area and the dedication to Council of land for public use as a road. These benefits under the planning agreement are provided done at no cost to Council.

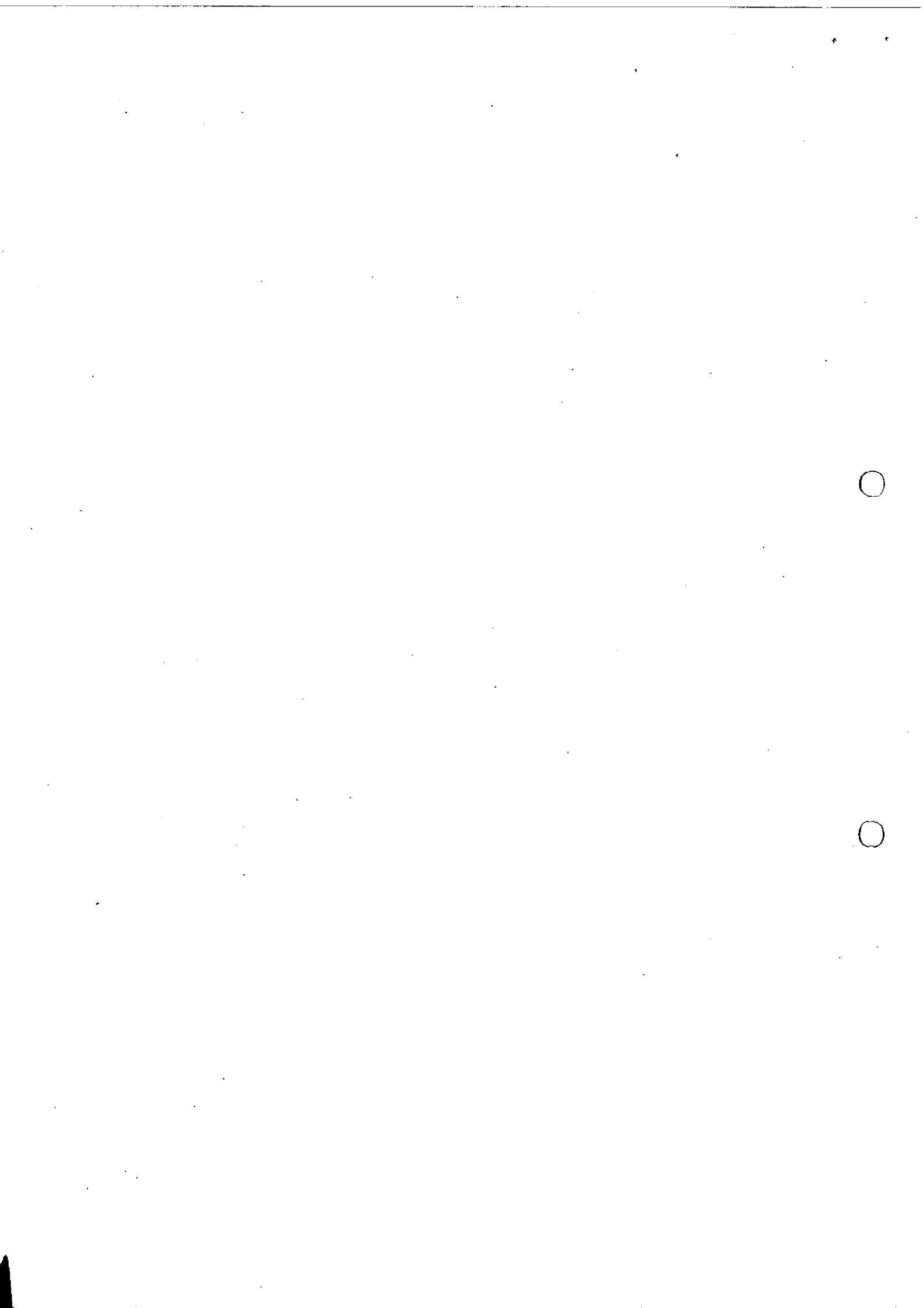
The *Capital Works Program Highlights* emphasises the Councils commitment to stormwater drainage infrastructure, and Council estimates the cost is \$1,435,000 for this purpose. The planning agreement specifies that the Developer will make a monetary contribution in the sum of \$1,450,000, for this purpose, which exceeds the amount earmarked by Council in that regard.

Additionally, the planning agreement requires the Developer to undertake significant stormwater drainage works in the land dedicated to Council. This is also at no cost to Council.

Attachment A to Explanatory Note

The table below identifies the public benefits offered under the planning agreement between Conca D'oro Lounge Pty Limited and City of Ryde Council in lieu of monetary contributions otherwise payable under sections 94 and 94A of the Act and construction related fees and charges otherwise payable.

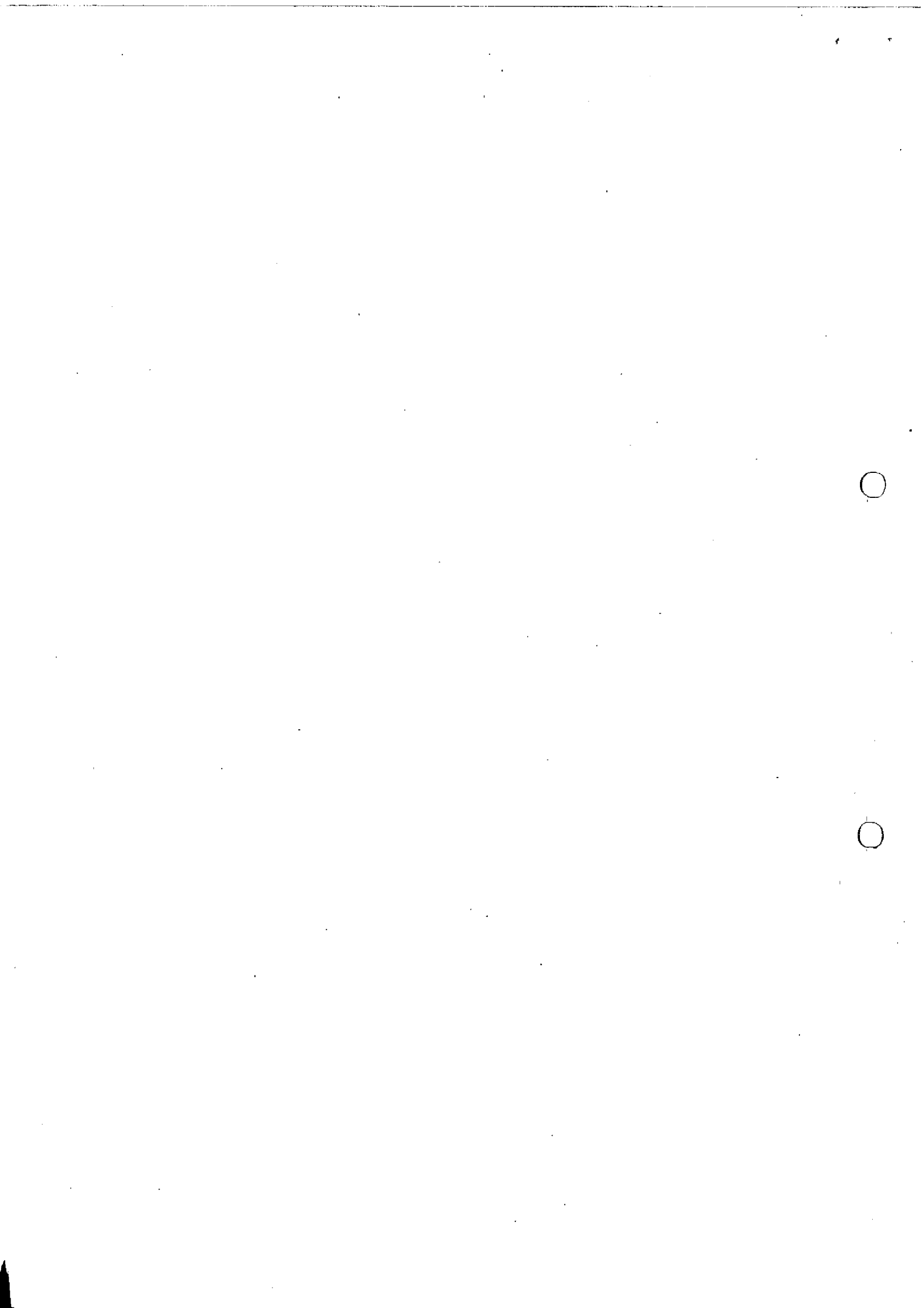
	Planning agreement Offer - Public Benefits	Estimated Offer Value (inclusive of GST)
1.	Dedication to Council of approximately 1,832sqm of land which runs the length of the proposed development between the proposed apartment blocks and the foreshore. This land is to be used for open space and a new road	\$3,000,000
2.	Construction and dedication of a new Foreshore road to be an extension of Rothsay Avenue linking to Bowden Street, primarily located on the subject site.	Included in items 1 and 3
3.	Embellishment of the dedicated lands and Foreshore	\$1,185,000
4.	Upgrading the existing pedestrian/cycle path in the public reserve in front of the site.	Included in item 3
5.	Providing an avenue of trees along the site edge of the proposed extension of Rothsay Avenue.	Included in item 3
6.	Amplifying existing stormwater infrastructure on the site and on the public reserve in the vicinity of the seawall to connect to the future upgraded infrastructure to the immediate east of the site on the land dedicated to Council.	\$756,000
7.	Monetary contribution towards essential capital Council works to amplify the local stormwater drainage system upstream of the site to upgrade Constitution Road to the North of the site to minimise risk during a flood event.	\$1,450,000

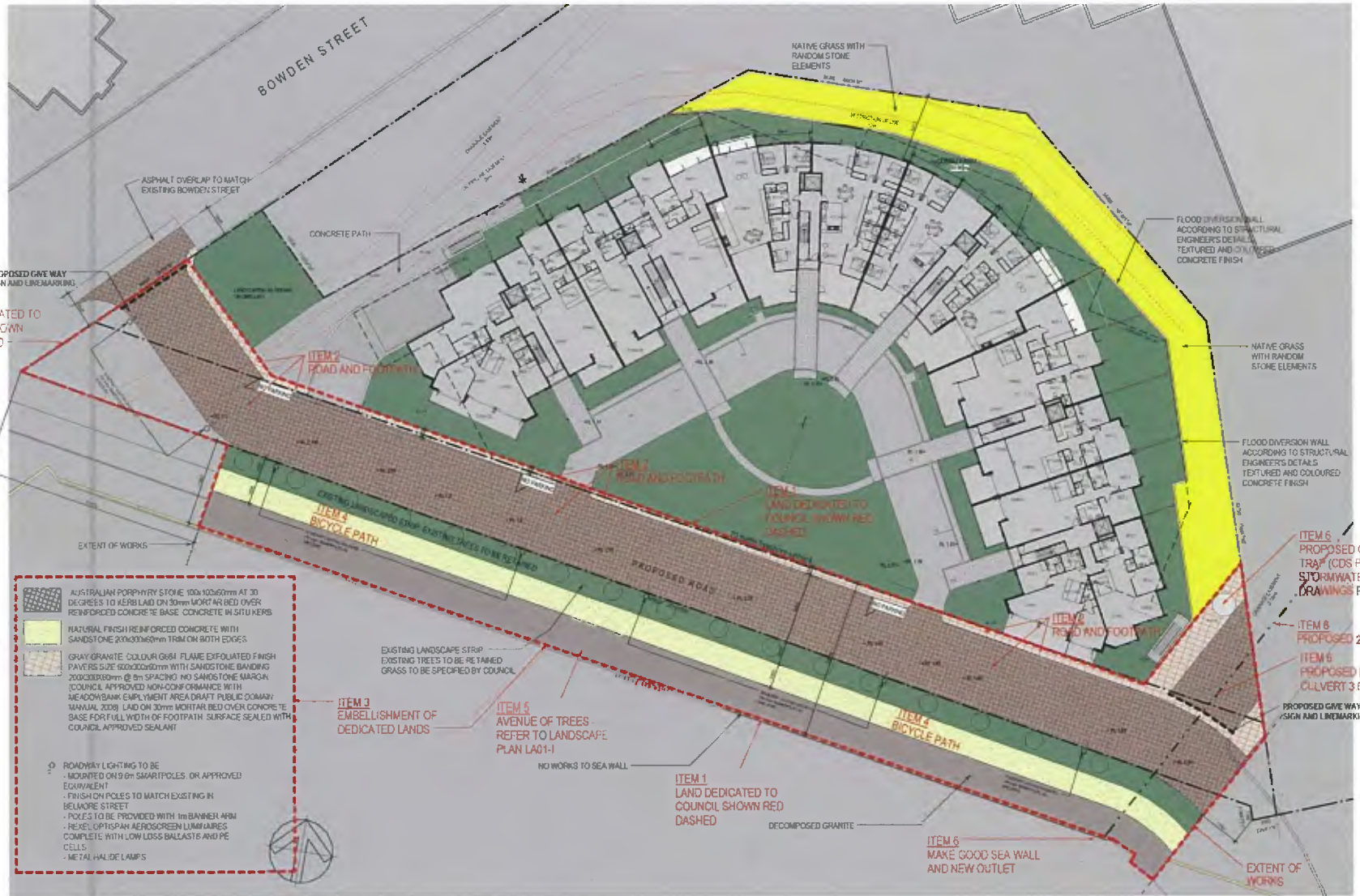


Annexure A - Development Plan

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Development Plan
1/20

FOR APPROVAL

ROBERTSON + MARKS

Robertson + Marks
100/102 Sturt Street
Sydney NSW 2000
Tel: (61) 2 955 1234
www.robertsonmarks.com.au

CLIENT	PROJECT
MEADOWBANK	MEADOWBANK

DATE	DESCRIPTION
10/10/2018	PRELIMINARY DEVELOPMENT PLAN
10/10/2018	FINAL DEVELOPMENT PLAN

NO.	DATE	BY	DESCRIPTION
1	10/10/2018	RM	PRELIMINARY DEVELOPMENT PLAN
2	10/10/2018	RM	FINAL DEVELOPMENT PLAN

NO.	DATE	BY	DESCRIPTION
1	10/10/2018	RM	PRELIMINARY DEVELOPMENT PLAN
2	10/10/2018	RM	FINAL DEVELOPMENT PLAN

PROPOSED RESIDENTIAL DEVELOPMENT
MEADOWBANK
Lot 101 DP 1037436

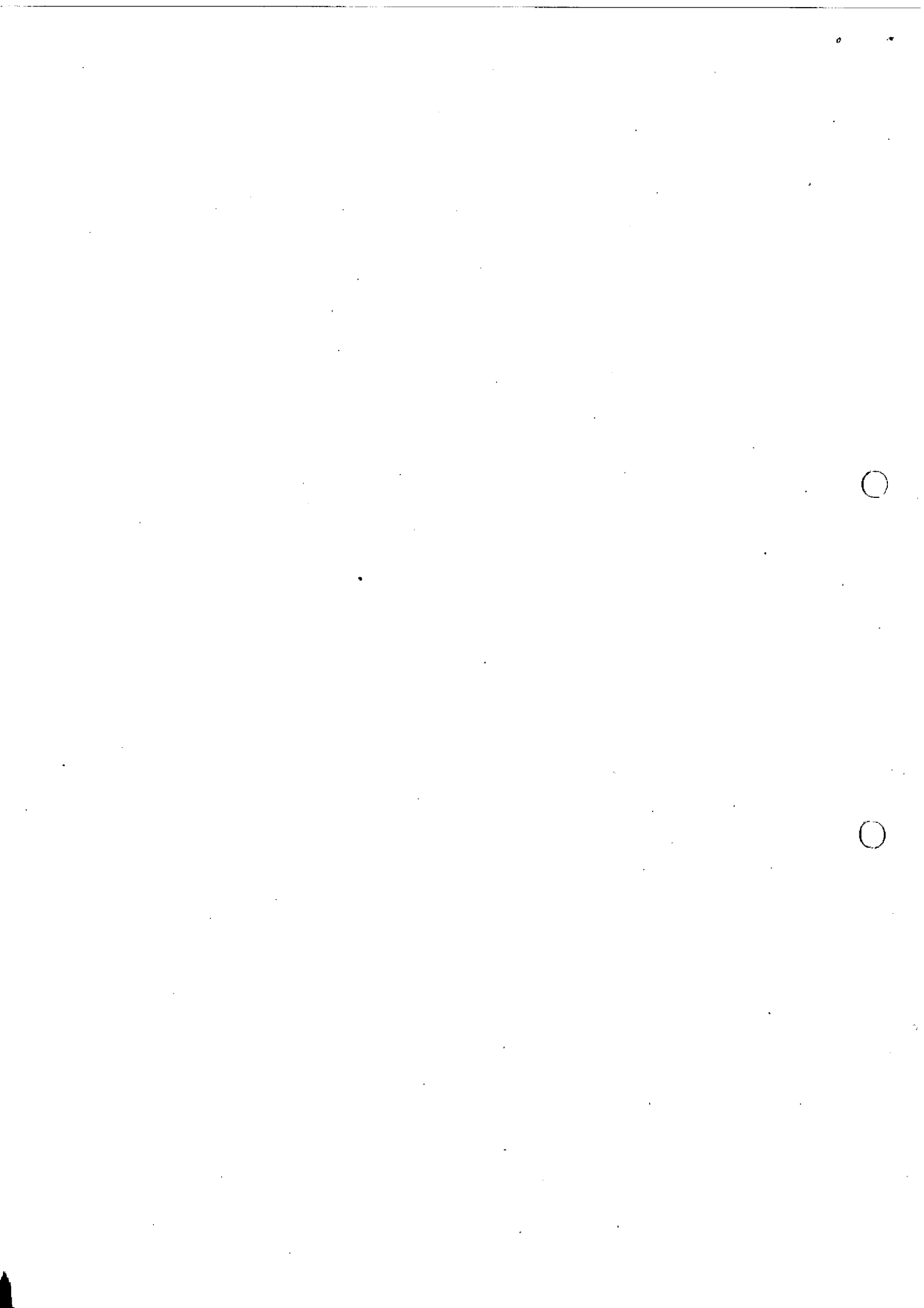


PROJECT	CLIENT	DATE	NO.
MEADOWBANK	MEADOWBANK	10/10/2018	DP01-A



Annexure B - Public Domain Finishes Diagram







ALLOW TO RELOCATE EXISTING SANDSTONE OBJECTS AND REINSTATE THEM TO SUIT NEW GROUND LEVELS. NEW FINISHES EQUIVALENT TO EXISTING.

PROPOSED SIDE WAY SIGN AND LINE MARKING



- AUSTRALIAN PORPHYRY STONE 100x100x60mm AT 30 DEGREES TO KERB LAID ON 30mm MORTAR BED OVER REINFORCED CONCRETE BASE. CONCRETE IN SITU KERB
- NATURAL FINISH REINFORCED CONCRETE WITH SANDSTONE 200x300x50mm TRIM ON BOTH EDGES
- GRAY GRANITE, COLOUR G654, FLAME EXFOLIATED FINISH. PAVERS SIZE 600x300x50mm WITH SANDSTONE BANDING 200x300x80mm @ 80mm SPACING. NO SANDSTONE MARGIN (COUNCIL APPROVED NON-COMFORMANCE WITH MEADOWSBANK EMPLOYMENT AREA DRAFT PUBLIC DOMAIN MANUAL 2008). Laid on 30mm MORTAR BED OVER CONCRETE BASE FOR FULL WIDTH OF FOOTPATH SURFACE SEALED WITH COUNCIL APPROVED SEALANT
- EXTENT OF WORKS WITHIN PUBLIC DOMAIN SUBJECT TO AGREED VPA
- ROADWAY LIGHTING TO BE
 - MOUNTED ON 9.5m SMART POLES, OR APPROVED EQUIVALENT
 - FINISH ON POLES TO MATCH EXISTING IN BELMORE STREET
 - POLES TO BE PROVIDED WITH 1m BANNER ARM
 - REVEL OPTISPAN AEROSCREEN LUMINAIRES COMPLETE WITH LOW LOSS BALLASTS AND PC CELLS
 - METAL HALIDE LAMPS



Finishes Diagram
1/26

ROBERTSON + MARKS

146 BOWDEN STREET, MELBOURNE VIC 3000
 03 9594 4400 | 03 9594 4401 | 03 9594 4402

NO.	DATE	DESCRIPTION
1	10/10/2018	ISSUED FOR PERMIT
2	10/10/2018	ISSUED TO THE COUNCIL FOR APPROVAL
3	10/10/2018	ISSUED TO THE COUNCIL FOR APPROVAL
4	10/10/2018	ISSUED TO THE COUNCIL FOR APPROVAL

PROPOSED RESIDENTIAL DEVELOPMENT
146 BOWDEN STREET, MELBOURNE
 LOT 101 DP 1037636

Building Name: 146 BOWDEN STREET, MELBOURNE
 Building No: PUBLIC DOMAIN PRELIMINARY DIAGRAM

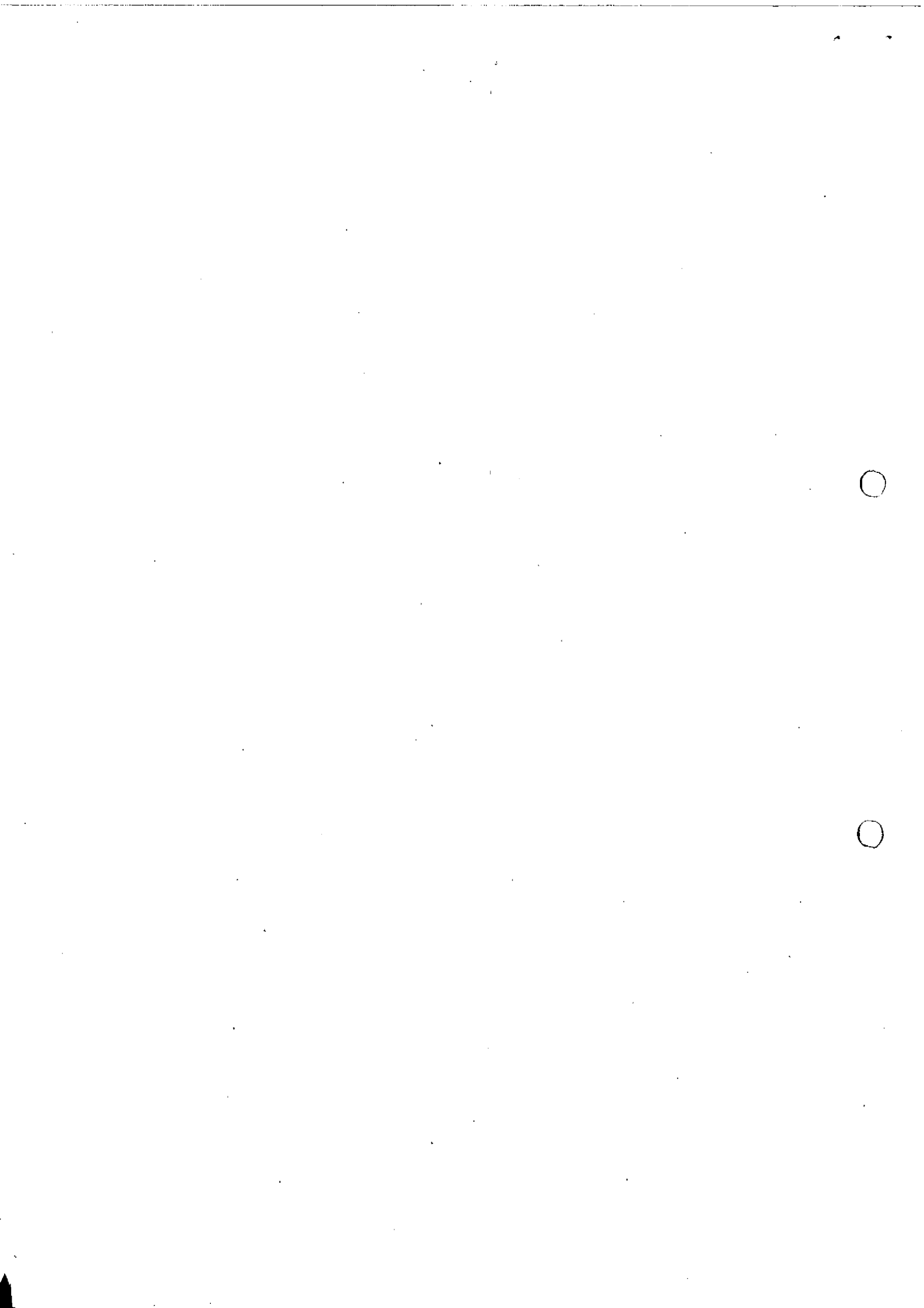
Scale: 1:200
 Date: 08.09.2018
 Job Number: 19950
 Project: 146 BOWDEN STREET, MELBOURNE
 Client: 146 BOWDEN STREET, MELBOURNE

Drawing Number: **DA19 E**





Annexure C - External Materials and Finishes Board





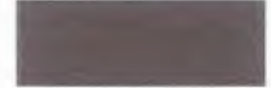
TIMELESS GREY (ZINK)



DULUX RAKU



DULUX BLACK



DULUX TRIASSIC



DULUX POOKIE BEAR



DULUX PALE CELADON



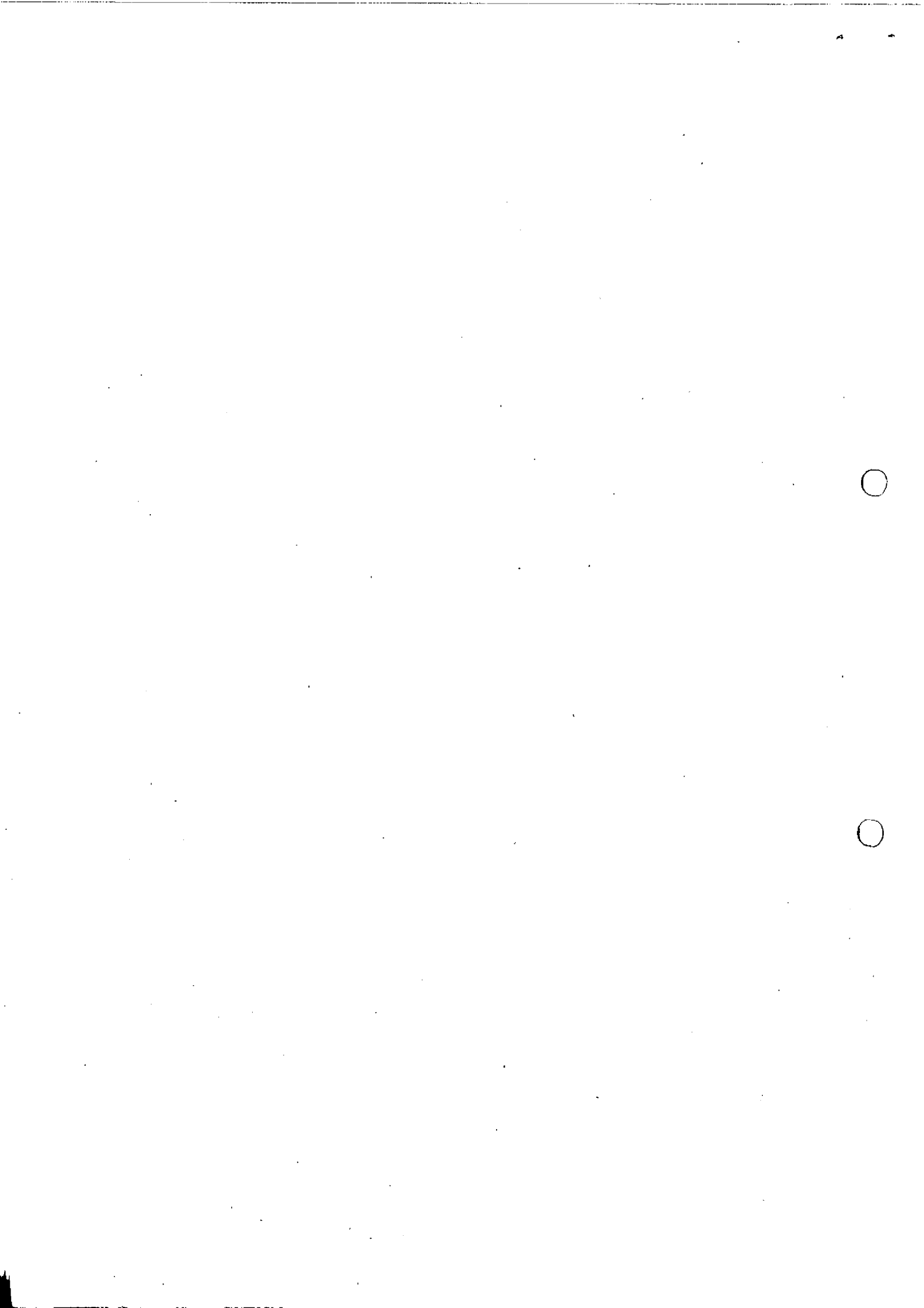
ROBERTSON+MARKS
 Ground Floor 11-17 South Brisbane
 Level 10 100 South Brisbane Queensland 4100
 Tel 0 7 3299 4000 Fax 0 7 3299 7200
 www.rmk.com.au

SCALE	MATERIALS	NOTES	REVISIONS	DATE



PROPOSED RESIDENTIAL DEVELOPMENT
 146 BOWDEN STREET
 MEADOWBANK
 Lot 1 DP 1037630

Building Name	146 BOWDEN STREET, MEADOWBANK	Drawing Number	
Drawing Title	EXTERNAL MATERIALS AND FINISHES BOARD	Scale	AS 11 2008
Author		Job Number	1000
Checker		Author	DA20
Client File		Client	
Authorised By		Client Name	



O

O



Signing page

Dated:

Executed as an Agreement:

Executed by Conca D'oro Lounge Pty Limited

Signature of

Signature of witness

Name of

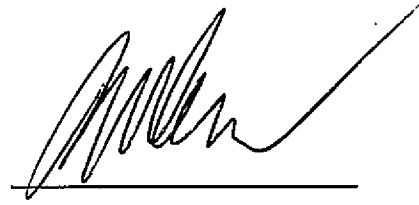
Name of witness

Executed by

On behalf of Ryde City Council



Signature of *WITNESS*



Signature of ~~witness~~ *GENERAL COUNSEL
PUBLIC OFFICER*

*BUDDY STEPHEN,
SOLICITOR*
Name of

Bruce McCann

Name of witness

*GENERAL COUNSEL /
PUBLIC OFFICER*

