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	Act for the sale	and purchase		2019 edition
vendor's agent	INFINITY PROPERTY AGENTS Suite 38, 112-122 McEvoy Street,			Phone: 02 9699 9179 Fax:
co-agent				Ref:
vendor	CHING WAH UY			
	84 Roslyn Street Ashbury NSW 21	93		
vendor's solicitor	Cam Ly & Co Solicitors			Phone: (02) 9283 6499
	Suite 130, Level 9 267-277 Castler	eagh Street SYDNEY NSW 200	0	Fax: (02) 9264 0633
				<b>Ref:</b> 2108005
date for completion	42 days after the contract date	(clause 15	i) Email:	Cam@camly.com.au
land	1401/10 BURROWAY RD WENTW	/ORTH POINT 2127		
(Address, plan details and title reference)	Lot 249 in Strata Plan 93238			
	249/SP93238			
	VACANT POSSESSION	Subject to existing tenancies		
improvements	HOUSE garage	carport 🗹 home unit	Carspace s	torage space
	none other:			
attached copies	documents in the List of Docu	uments as marked or as numbe	red:	
	other documents:			
A real	estate agent is permitted by legisld	ntion to fill up the items in this	box in a sale of reside	ential property.
inclusions	✓ blinds	dishwasher	✓ light fittings	✓ stove
	✓ built-in wardrobes	✓ fixed floor coverings	✓ range hood	pool equipment
	clothes line	insect screens	solar panels	TV antenna
	curtains	other:		
exclusions				
purchaser				
purchaser's solicitor				Phone:
				Fax:
	ć		-	Ref:
price deposit	\$ \$			mail: ice, unless otherwise stated)
balance	\$		(10% 01 the pi	וכב, מווכש סנווכו שושב שנמנכטן
contract date			(if not stated, the	date this contract was made)

buyer's agent

vendor		_		witness
		<b>GST AMOUNT</b> (optional) The price includes GST of: \$		
purchaser BREACH OF COPY	JOINT TENANTS	L tenants in common	in unequal shares 2108005	<b>witness</b> 86569370

(	2 Choices		Land – 2019 edition
vendor agrees to accept a <i>deposit-bond</i> (clause 3)	NO 🛛	🗌 yes	
Nominated Electronic Lodgment Network (ELN) (clause 30)			
Electronic transaction (clause 30)	🗌 no	YES	
		must provide further details ver, in the space below, or s :	
Tax information (the parties promise th	is is correct as	far as each party is aware)	
land tax is adjustable	VNO	yes	
GST: Taxable supply	VNO	yes in full	yes to an extent
Margin scheme will be used in making the taxable supply	🗹 NO	yes	
This sale is not a taxable supply because (one or more of the followi	ng may apply) t	he sale is:	
not made in the course or furtherance of an enterprise th	at the vendor o	arries on (section 9-5(b))	
by a vendor who is neither registered nor required to be r	egistered for G	ST (section 9-5(d))	
GST-free because the sale is the supply of a going concerr	under section	38-325	
GST-free because the sale is subdivided farm land or farm	land supplied f	or farming under Subdivisio	on 38-0
$oldsymbol{arsigma}$ input taxed because the sale is of eligible residential prem	nises (sections 4	0-65, 40-75(2) and 195-1)	
Purchaser must make an GSTRW payment (residential withholding payment)	□ NO	yes(if yes, vendor must further details)	r provide
	date, the vend	letails below are not fully co or must provide all these de of the contract date.	-
GSTRW payment (GST residential	withholding p	ayment) – further details	
Frequently the supplier will be the vendor. However, so entity is liable for GST, for example, if the supplier is a p GST joint venture.			
Supplier's name:			
Supplier's ABN:			
Supplier's GST branch number (if applicable):			
Supplier's business address:			
Supplier's email address:			
Supplier's phone number:			
Supplier's proportion of GSTRW payment: \$			
If more than one supplier, provide the above details for each s	upplier.		
Amount purchaser must pay – price multiplied by the RW rate (reside	ential withholdi	ng rate): \$	
Amount must be paid: AT COMPLETION at another tin	ne (specify):		
Is any of the consideration not expressed as an amount in money?		yes	
If "yes", the GST inclusive market value of the non-monetary consider	ration: \$		
Other details (including those required by regulation or the ATO form	s):		

Land – 2019 edition

General				a or	community title (clause 23 of the contract)
$\checkmark$	1	property certificate for the land	$\checkmark$	32	property certificate for strata common property
$\checkmark$	2	plan of the land	$\square$	33	plan creating strata common property
	3	unregistered plan of the land	$\checkmark$	34	strata by-laws
	4	plan of land to be subdivided		35	strata development contract or statement
	5	document that is to be lodged with a relevant plan		36	strata management statement
$\checkmark$	6	section 10.7(2) planning certificate under Environmental		37	strata renewal proposal
		Planning and Assessment Act 1979		38	strata renewal plan
$\square$	7	additional information included in that certificate under		39	leasehold strata - lease of lot and common property
	•	section 10.7(5)		40	property certificate for neighbourhood property
$\checkmark$	8	sewerage infrastructure location diagram (service location diagram)		41	plan creating neighbourhood property
$\checkmark$	9	sewer lines location diagram (sewerage service diagram)		42	neighbourhood development contract
		document that created or may have created an easement,		43	neighbourhood management statement
	10	profit à prendre, restriction on use or positive covenant		44	property certificate for precinct property
		disclosed in this contract		45	plan creating precinct property
	11	planning agreement		46	precinct development contract
	12	section 88G certificate (positive covenant)		47	precinct management statement
	13	survey report		48	property certificate for community property
	14	building information certificate or building certificate given		49	plan creating community property
_		under <i>legislation</i>		50	community development contract
Ц		lease (with every relevant memorandum or variation)		51	community management statement
Ц		other document relevant to tenancies		52	document disclosing a change of by-laws
Ц	17	licence benefiting the land		53	document disclosing a change in a development or
Ц	18				management contract or statement
Ц		Crown purchase statement of account		54	document disclosing a change in boundaries
	20	building management statement		55	information certificate under Strata Schemes Management
		form of requisitions			Act 2015
Ц		clearance certificate		56	information certificate under Community Land Management
$\square$	-	land tax certificate		57	Act 1989 disclosure statement - off the plan contract
Hom	e Bu	ilding Act 1989			other document relevant to off the plan contract
	24	insurance certificate	Othe		
	25	brochure or warning			
	26	evidence of alternative indemnity cover		59	
Swin	nmir	g Pools Act 1992			
П	27	certificate of compliance			
		evidence of registration			
		relevant occupation certificate			
		certificate of non-compliance			
	31				

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

NETSTRATA	ANDREW.TUNKS@NETSTRATA.COM.AU
TEL: 8567 6410	P O BOX 265 HURSTVILLE BC NSW 1481

# IMPORTANT NOTICE TO VENDORS AND PURCHASERS Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

## WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979.* It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

# WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act* 1989, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

- 1. This is the statement required by section 66X of the *Conveyancing Act* 1919 and applies to a contract for the sale of residential property.
- 2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
- 3. There is NO COOLING OFF PERIOD:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
- 4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

# DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

# AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

#### WARNINGS 1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving: **APA Group** NSW Department of Education Australian Taxation Office NSW Fair Trading Council Owner of adjoining land Privacy **County Council** Department of Planning, Industry and Public Works Advisory Subsidence Advisory NSW Environment Department of Primary Industries Telecommunications Transport for NSW Electricity and gas Water, sewerage or drainage authority Land & Housing Corporation Local Land Services If you think that any of these matters affects the property, tell your solicitor. 2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994. 3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered. If a consent to transfer is required under legislation, see clause 27 as to the 4. obligations of the parties. The vendor should continue the vendor's insurance until completion. If the vendor 5. wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance. 6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties. 7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee). 8. The purchaser should arrange insurance as appropriate. 9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009. 10. A purchaser should be satisfied that finance will be available at the time of completing the purchase. 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

#### 1 Definitions (a term in italics is a defined term)

In this contract, these	e terms (in any form) mean –
adjustment date	the earlier of the giving of

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a
	bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers
	one or more days falling within the period from and including the contract date to
	completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount
deposit-bond	each approved by the vendor;
de rece ithe late r	
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's
	<i>solicitor,</i> or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as
	at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the
	TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if
	any) and the amount specified in a variation served by a party;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition
	- General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the TA
	Act (the price multiplied by the GSTRW rate);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at
	1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental
	Planning and Assessment Act 1979 entered into in relation to the property;
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other <i>party</i> ;
settlement cheque	an unendorsed <i>cheque</i> made payable to the person to be paid and –
	<ul> <li>issued by a bank and drawn on itself; or</li> </ul>
	• if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other
	cheque;
solicitor	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this
	contract or in a notice served by the party;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the TA Act;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent
WOIK OIDEI	
	on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does
	not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of
0.	the Swimming Pools Regulation 2018).
Deposit and other paym	ents before completion
	he deposit to the <i>depositholder</i> as stakeholder.

- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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**2** 2.1

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as
  - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond*
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor
  - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is terminated by the purchaser -
  - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

## 4 Transfer

- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion -
  - 4.1.1 the form of transfer; and
    - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it
  - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case *within* a reasonable time.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

#### 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can rescind if in the case of claims that are not claims for delay -
  - 7.1.1 the total amount claimed exceeds 5% of the price;
    - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
    - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and if the worder does not received the parties must complete and if this contract is completed.
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and
  - held by the *depositholder* until the claims are finalised or lapse;
  - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
  - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
  - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
  - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
  - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

#### 8 Vendor's rights and obligations

- 8.1 The vendor can rescind if
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination*
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

#### 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

#### 10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

#### 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

#### 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -

- 12.1 to have the property inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

#### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7)
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
    - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
    - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
      - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
      - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
    - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a GSTRW payment the purchaser must
  - 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
  - 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
  - 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

#### 14 Adjustments

13.9

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date*
  - 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
  - 14.4.2 by adjusting the amount that would have been payable if at the start of the year
    - the person who owned the land owned no other land;
    - the land was not subject to a special trust or owned by a non-concessional company; and
    - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so
  - 14.6.1 the amount is to be treated as if it were paid; and
  - 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

#### 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

#### 16 Completion

#### Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, 16.5 the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land. Purchaser
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque -16.7.1
  - the price less any:
    - deposit paid;
    - FRCGW remittance payable; •
    - GSTRW payment; and
    - amount payable by the vendor to the purchaser under this contract; and
  - 16.7.2 any other amount payable by the purchaser under this contract.
- If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque. 16.8
- If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor 16.9 an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- On completion the deposit belongs to the vendor. 16.10

#### Place for completion

- Normally, the parties must complete at the completion address, which is -16.11
  - 16.11.1 if a special completion address is stated in this contract - that address; or
    - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
    - 16.11.3 in any other case - the vendor's solicitor's address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the 16.13 purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

#### 17 Possession

- Normally, the vendor must give the purchaser vacant possession of the property on completion. 17.1
- 17.2 The vendor does not have to give vacant possession if
  - this contract says that the sale is subject to existing tenancies; and 17.2.1
  - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is 17.3 affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

#### 18 **Possession before completion**

- This clause applies only if the vendor gives the purchaser possession of the *property* before completion. 18.1
- The purchaser must not before completion -18.2
  - 18.2.1 let or part with possession of any of the property;
  - 18.2.2 make any change or structural alteration or addition to the property; or
  - 18.2.3 contravene any agreement between the parties or any direction, document, legislation, notice or order affecting the property.
- The purchaser must until completion -18.3
  - keep the property in good condition and repair having regard to its condition at the giving of 18.3.1 possession; and
    - allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable 18.3.2 times.
- 18.4 The risk as to damage to the property passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
  - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- If this contract is rescinded or terminated the purchaser must immediately vacate the property. 18.6
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

#### 19 Rescission of contract 19.1

- If this contract expressly gives a party a right to rescind, the party can exercise the right -
  - 19.1.1 only by serving a notice before completion; and
  - 19.1.2 in spite of any making of a claim or requisition, any attempt to satisfy a claim or requisition, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation
  - the deposit and any other money paid by the purchaser under this contract must be refunded; 19.2.1
  - 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and

a party will not otherwise be liable to pay the other party any damages, costs or expenses. 19.2.4 BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

#### 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
  - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the party or the party's solicitor;
  - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay
  - 20.7.1 if the party does the thing personally the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party*'s obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

#### 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

#### 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

#### 23 Strata or community title

#### Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
  - 23.2.1 \_\_\_\_ 'change', in relation to a scheme, means -\_\_\_
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
      - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are
  - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

#### Adjustments and liability for expenses

- 23.5 The *parties* must adjust under clause 14.1
  - 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- If a contribution is not a regular periodic contribution and is not disclosed in this contract –
   23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
  - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of -
  - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
    - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if -
  - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
  - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

#### Notices, certificates and inspections

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
   Meetings of the owners corporation
- 23.17 If a general meeting of the owners corporation is convened before completion -
  - 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
    - 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

#### 24 Tenancies

24.4

- 24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date -
  - 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
  - 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion
  - 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
  - 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
  - 24.3.3 normally, the purchaser can claim compensation (before or after completion) if -
    - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
    - such a statement contained information that was materially false or misleading;
    - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
      - the lease was entered into in contravention of the Retail Leases Act 1994.
  - If the property is subject to a tenancy on completion -
  - 24.4.1 the vendor must allow or transfer
    - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
    - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
    - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
    - 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
    - 24.4.3 the vendor must give to the purchaser -
      - a proper notice of the transfer (an attornment notice) addressed to the tenant;
      - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
      - a copy of any disclosure statement given under the Retail Leases Act 1994;
      - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
      - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
    - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
    - 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

#### 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
  - 25.1.1 is under qualified, limited or old system title; or
    - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document
  - 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
  - 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

#### 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

#### 27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused
  - 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

#### 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is -

- 27.7.1 under a planning agreement; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

#### 28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered within that time and in that manner
  - 28.3.1 the purchaser can *rescind*; and
    - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

#### 29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening -
  - 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
  - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

- the date for completion becomes the later of the date for completion and 21 days after the earliest 29.7.3 of –
  - either *party serving* notice of the event happening; .
  - every party who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.

#### 29.8 If the parties cannot lawfully complete without the event happening -

- 29.8.1 if the event does not happen within the time for it to happen, either party can rescind;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either party can rescind;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening.
- A party cannot rescind under clauses 29.7 or 29.8 after the event happens. 29.9

#### 30 **Electronic transaction**

- 30.1 This Conveyancing Transaction is to be conducted as an electronic transaction if
  - 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the parties otherwise agree that it is to be conducted as an electronic transaction; or
  - 30.1.3 the conveyancing rules require it to be conducted as an electronic transaction.
- 30.2 However, this Conveyancing Transaction is not to be conducted as an electronic transaction -
  - 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
    - 30.2.2 if, at any time after the effective date, but at least 14 days before the date for completion, a party
  - serves a notice stating a valid reason why it cannot be conducted as an electronic transaction. If, because of clause 30.2.2, this Conveyancing Transaction is not to be conducted as an electronic
- 30.3 transaction -
  - 30.3.1 each party must
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs; •
    - incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and
  - if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne 30.3.2 equally by the parties, that amount must be adjusted under clause 14.2.
- If this Conveyancing Transaction is to be conducted as an electronic transaction -30.4
  - 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
  - 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as Electronic Workspace and Lodgment Case) have the same meaning which they have in the participation rules;
  - 30.4.3 the parties must conduct the electronic transaction
    - in accordance with the participation rules and the ECNL; and •
    - using the nominated *ELN*, unless the *parties* otherwise agree;
  - 30.4.4 a party must pay the fees and charges payable by that party to the ELNO and the Land Registry as a result of this transaction being an *electronic transaction*;
  - 30.4.5 any communication from one party to another party in the Electronic Workspace made
    - after the effective date; and •
    - before the receipt of a notice given under clause 30.2.2;
    - is taken to have been received by that party at the time determined by s13A of the Electronic Transactions Act 2000; and
  - 30.4.6 a document which is an electronic document is served as soon as it is first Digitally Signed in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 Normally, the vendor must within 7 days of the effective date -
  - 30.5.1 create an Electronic Workspace;
  - 30.5.2 populate the Electronic Workspace with title data, the date for completion and, if applicable, mortgagee details; and
  - 30.5.3 invite the purchaser and any discharging mortgagee to the Electronic Workspace.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an Electronic Workspace. If the purchaser creates the Electronic Workspace the purchaser must -
  - 30.6.1 populate the Electronic Workspace with title data;
  - 30.6.2 create and populate an electronic transfer;
  - 30.6.3 populate the Electronic Workspace with the date for completion and a nominated completion time; and
  - 30.6.4 invite the vendor and any incoming mortgagee to join the Electronic Workspace.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must -
  - 30.7.1 join the Electronic Workspace;
  - 30.7.2 create and populate an electronic transfer;
  - 30.7.3 invite any incoming mortgagee to join the Electronic Workspace; and
  - populate the Electronic Workspace with a nominated completion time. 30.7.4

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace*
  - 30.8.1 join the *Electronic Workspace*;

30.9

- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any discharging mortgagee to join the Electronic Workspace.
- To complete the financial settlement schedule in the Electronic Workspace –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 30.10 Before completion, the parties must ensure that -
  - 30.10.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
  - 30.10.2 all certifications required by the ECNL are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the Electronic Workspace -
  - 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the Land Registry are inoperative for any reason at the completion time agreed by the parties, and the parties choose that financial settlement is to occur despite this, then on financial settlement occurring –
  - 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgage at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

be transferred to the purchaser:

- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things 30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean -

settled:

date;

details of the adjustments to be made to the price under clause 14;

the rules made under s12E of the Real Property Act 1900;

the Electronic Conveyancing National Law (NSW);

the paper duplicate of the folio of the register for the land which exists

immediately prior to completion and, if more than one, refers to each such paper duplicate; the time of day on the date for completion when the *electronic transaction* is to be

any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to

completion time

adjustment figures

certificate of title

conveyancing rules discharging mortgagee

ECNL effective date

electronic document

electronic transfer

a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;

the date on which the Conveyancing Transaction is agreed to be an electronic

transaction under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract

a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*; 19

electronic transaction

a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the participation rules;
 a land title that is Electronically Tradeable as that term is defined in the

electronically tradeable

incoming mortgageeconveyancing rules;incoming mortgageeany mortgagee who is to provide finance to the purchaser on the security of the<br/>property and to enable the purchaser to pay the whole or part of the price;mortgagee detailsthe details which a party to the electronic transaction must provide about any<br/>discharging mortgagee of the property as at completion;<br/>the participation rules as determined by the ECNL;<br/>to complete data fields in the Electronic Workspace; and<br/>the details of the title to the property made available to the Electronic Workspace<br/>by the Land Registry.

#### 31 Foreign Resident Capital Gains Withholding

#### 31.1 This clause applies only if -

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

#### 31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
  - 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the FRCGW remittance.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

#### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the
  - Conveyancing (Sale of Land) Regulation 2017
    - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
    - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## SPECIAL CONDITIONS

#### 1. Notice to Complete and Interest

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

If the Vendor services a Notice to Complete upon the Purchaser arising from a breach of term of the contract by the Purchaser, the Purchaser shall pay to the Vendor on completion an amount of \$330.00 inclusive of GST to cover legal expenses of the Vendor. This payment shall not in any way limit the Vendor's right to receive payment of any other damages arising from the Purchaser's breach of the contract.

The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this contract. The Vendor shall not be deemed to be unable nor ready or unwilling to complete this contract by reason of the existence of any charge on the property for any tax rate or outgoing and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that at the time such Notice is served or at any time thereafter there is such a charge on the property.

#### 2. Death or incapacity

If prior to completion should the Purchaser or any of one of them:

- (a) dies, then the vendor may rescind this contract by serving a notice in writing to the Purchaser's licensed conveyancer or solicitor, whereupon the provisions of clause 19 shall apply; or
- (b) is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors or (if any person comprising that party is a company, that party or any person comprising that party) resolves to go into liquidation or has a petition for its winding up presented or enters into a scheme or arrangement with its creditors or has a liquidator, provisional liquidator, receiver or receiver and manager, administrator or official manager appointed, then the purchaser shall be in default under the contract, and the Vendor may terminate this contract in which even the deposit will be forfeited to the Vendor.

#### 3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;

- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

#### 4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

#### 5. Particulars of Title

The Purchaser acknowledges that particulars of title sufficient to enable the Purchaser to prepare the Transfer are contained in this contract and are deemed to be served on the Purchaser on the date of making this contract.

#### 6. Survey

If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made on any matter referred to in the survey.

#### 7. Caveat and Existing Encumbrances

It is an essential condition of this contract that the Purchaser, and any other person claiming an interest in any part of the property through the Purchaser, will not lodge a caveat in respect of the Property. The Vendor may terminate this contract if the purchaser does not arrange the withdrawal of any such caveat within 2 business days of receiving notice that the Vendor requires its withdrawal.

If a mortgage or caveat is recorded on the folio of the register maintained by the Land and Property Information NSW at the date of completion, the purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat so far as it relates to the property.

If, on completion, there are any charges or notifications against the Vendor under the Personal Property Securities Act 2009 (the PPSA), the Purchaser

cannot require the Vendor on completion to remove or take any other action in relation to such charge or notification that may be recorded under the PPSA. The provision of a discharge of any mortgage noted on the certificate of title will be sufficient evidence that the Vendor's mortgagee will have no further interest in the property under any charge or notification under the PPSA.

#### 8. Service of Transfer

The Purchaser hereby agrees that if the Transfer is not received by the Vendor's Solicitor at least 14 days before the completion date, the Purchaser will reimburse the Vendor at settlement an amount of \$110.00 (inclusive of GST), for the costs incurred by the Vendor for arranging expeditious Transfer execution.

#### 9. Re-schedule of Settlement

Should the Purchaser cancel settlement after settlement arrangements have been made, the Purchaser shall pay to the Vendor the sum of \$220.00 (inclusive of GST) for each instance and shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine preestimate of those additional expenses.

#### **10.** Attachment of Documents

The Purchaser acknowledges that if before the Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or of the Vendor's Solicitor, the person attaching those documents or copies did so as the agent of the Vendor.

Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the *Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2005,* the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete, accurate or up to date and current. These may include but are not limited to all searches, diagrams, plans or other appendices.

The Purchaser has prior to the execution hereof inspected the documents annexed hereto and will not make any objection, requisition claim or demand or be entitled to any compensation with respect of any of the matters disclosed by such documents.

## 11. Vendor's Right to Rescind

Notwithstanding the provisions of Clause 6 and 7 of the pre-printed clauses of the contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the pre-printed clauses of the contract entitling the Vendor to rescind this contract.

#### 12. Alterations or Deletions

The Vendor reserves the right to add, vary, amend, alter or delete any part of this contract prior to exchange, including but not limited to any terms, conditions, documents, annexures, plans, diagrams or searches.

The vendor will notify the Purchaser of any amendments and the Purchaser cannot make a claim, objection or requisition or rescind or terminate this Contract in respect of the matters set out above.

#### 13. Requisitions

The purchaser agrees that the only general requisition on title that the purchase may make under Clause 5 are in the form of the standard Requisitions on Title form which is attached to this Contract.

#### 14. Foreign Purchase

The Purchaser warrants to the Vendor that the Purchaser is not required to obtain or has obtained the consent from the Foreign Investment Review Board or other proper authority pursuant to the *Foreign Acquisitions and Takeovers Act 1975 (Commonwealth)* or other relevant legislation to the purchase by the purchaser of this property upon the terms of this Agreement. In the event of a breach of this warranty the Purchaser agrees to indemnify and to compensate the Vendor for any loss, damage, penalty or legal costs which may be incurred upon the Vendor as a consequence of the breach. This warranty and indemnity shall not merge on completion.

#### 15. 10% Deposit

A 10% deposit is the essence of this agreement even though the deposit made on exchange may be more or less than 10% of the purchase price. The term "deposit" in Clause 9 or any other clause denoting a forfeiture of "deposit" by the vendor will mean ten percent (10%) of the purchase price when the actual deposit is less than or more than 10%.

#### **16.** Payment of the Deposit by Instalments

The parties agree and acknowledge that the deposit for the purchase is 10% of the purchase price of \$ and which is the sum of \$ (the "Deposit").

The deposit is to be paid as follows:

- (a) \$ on the date of this contract;
- (b) The balance of deposit in the sum of \$ is payable prior to the expiry of the cooling off period after the date of this contract; and
- (c) Time shall be of the essence in respect of payments of the deposit referred to in paragraphs (a) and (b) above unless agreed in writing by the parties otherwise.

Despite any other provisions of this agreement, if:

The Contract is terminated, the purchaser shall forfeit both instalments of the deposit to the Vendor. The balance of any unpaid deposit will become liquidated damages by the Purchaser to the Vendor and is payable to the vendor immediately on demand. If it is not paid on demand, the Vendor shall also be entitled to recover it from the Purchaser and the Purchaser shall pay the Vendor's costs for recovery of the deposit.

The provisions of this special condition are in addition to and not in substitution for the rights of the vendor under clause 9 of the standard clauses of this Contract.

#### 17. Release of Deposit

The purchaser agrees to release of deposit to the vendor only for the vendor to pay deposit for another property purchase or stamp duty payment thereof.

#### 18. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

#### 19. Smoke alarms

The property has smoke alarms installed.

#### 20. Swimming pool

If, the property has a swimming pool:

The vendor discloses that:

- (a) The property is within a strata or community scheme; and
- (b) In a strata or community scheme, all the lot owners jointly own any swimming pool or spa pool that is on common property; and
- (c) The owners corporation or community association is responsible for ensuring such pools are compliant with the *Swimming Pools Act 1992*.

#### 21. Sewer Diagram

The Purchaser acknowledges that the attached copy of the sewer diagram is the latest copy that the vendor has. The Purchaser's covenant that they will not raise any acquisition, objection or claim for compensation or delay in completion with respect to the sewer diagram.

#### 22. Conflict

In case of any conflict between the standard clauses of the contract and the Special Conditions, the Special Conditions will prevail.

#### 23. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

#### 24. Margin Scheme

In the case this transaction is determined by the Australian Taxation Office (ATO), at any time up to expiry of the Limitation period applicable by law and regulations, to constitute a taxable supply, then:

- (a) The parties hereby agreed that in the case followed that GST tax is incurred on the supply, the Margin Scheme is to applied to the supply of the property;
- (b) The Vendor will recover from the Purchaser full amount of GST payable to the ATO, but will pay for the cost of Margin Scheme valuation; and
- (c) This Clause will apply notwithstanding the provisions of Clause 13 to the contrary, and will not merge on completion.

## **REQUISITIONS ON TITLE**

Purchaser:

Vendor: Ching Wah Uy

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

#### All properties

- 1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
- 2. Are there any encroachments by or upon the property?
- **3.** Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
- **4.** Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
- **5.** Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

#### If strata/community title

- **1.** Has the initial period expired?
- 2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

#### If rural

- **1.** Are there any notices from neighbours or any public authorities requiring compliance?
- 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
- **3.** Are there any give and take fences?

- **4.** Are there any agreements with neighbours relating to fencing?
- **5.** Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
- **6.** Has the vendor any water licence or rights under the Water Management Act 2000?
- **7.** Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
- 8. Are there any enclosure permits that attach to the property?
- **9.** Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
- **10.** Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
- **11.** Is there any application to the Crown for purchase or conversion of a holding?
- **12.** Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

#### If company title

- 1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
- **2.** Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
- **3.** The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
- **4.** A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

Cam Ly & Co Solicitors Suite 130, Level 9, 267-277 Castlereagh Street Sydney NSW 2000 17/02/2022



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Our Ref: CL: 2108005 Your Ref:

## **REPLIES TO REQUISITIONS ON TITLE**

Dear Sir/Madam,

#### RE: Uy sale PROPERTY: Unit 1401 / 10 Burroway Road, Wentworth Point NSW 2127

**SOLICITORS** 

We refer to the requisitions on titles which is attached to the Contract and are instructed to reply as followed:

#### **All Properties:-**

- 1. No. the vendor relies on the contract;
- 2. Not as far as the vendor is aware;
- 3. Yes, as far as the vendor is aware. Vendor relies on the contract and the purchaser should make its own enquiries;
- 4. Not as far as the vendor is aware:
- 5. Not as far as the vendor is aware;

#### Strata/community Title

- 1. Yes
- 2. Not as far as the vendor is aware. The vendor relies on the section 184 certificate and the purchaser should make its own enquiries.

## Yours faithfully **CAM LY & CO SOLICITORS**

Liability limited by a scheme approved under Professional Standards Legislation.

# SECTION 66W CERTIFICATE

I, of , , certify as follows:

1. I am a

currently admitted to practise in New South Wales;

- I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 1401/10 BURROWAY RD WENTWORTH POINT 2127 from CHING WAH UY to in order that there is no cooling off period in relation to that contract;
- 3. I do not act for CHING WAH UY and am not employed in the legal practice of a solicitor acting for CHING WAH UY nor am I a member or employee of a firm of which a solicitor acting for CHING WAH UY is a member or employee; and
- 4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and

(c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:



**REGISTRY** Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 249/SP93238

LAND

SERVICES

\_\_\_\_

SEARCH DATE	TIME	EDITION NO	DATE
17/2/2022	10:09 AM	3	2/2/2018

# LAND

LOT 249 IN STRATA PLAN 93238 AT WENTWORTH POINT LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

CHING WAH UY

(T AK644131)

SECOND SCHEDULE (4 NOTIFICATIONS)

\_\_\_\_\_

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93238
- 2 SP93238 RESTRICTION(S) ON THE USE OF LAND
- 3 AN88941 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- \* 4 AP486322 CAVEAT BY HAS CORP PTY LTD

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



**REGISTRY** Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP93238

LAND

SERVICES

\_\_\_\_

SEARCH DATE	TIME	EDITION NO	DATE
17/2/2022	10:11 AM	12	8/10/2021

#### LAND

\_\_\_\_

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93238 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WENTWORTH POINT LOCAL GOVERNMENT AREA CITY OF PARRAMATTA PARISH OF ST JOHN COUNTY OF CUMBERLAND TITLE DIAGRAM SP93238

FIRST SCHEDULE

\_\_\_\_\_

THE OWNERS - STRATA PLAN NO. 93238 ADDRESS FOR SERVICE OF DOCUMENTS: C/- NETWORK STRATA SERVICES PO BOX 265 HURSTVILLE BC NSW 1481

SECOND SCHEDULE (39 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270778
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP270778
- 4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP93238
  - AP423741 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP93238
- 6 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) SEE PA40660
- 7 DP1156412 RESTRICTION(S) ON THE USE OF LAND
- 8 DP270778 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.1)
- 9 DP270778 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 10 DP270778 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.5 & 3.5 METRE(S) WIDE (J) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 11 DP270778 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE

END OF PAGE 1 - CONTINUED OVER

\_\_\_\_\_

FOLIO: CP/SP93238 PAGE 2 \_ \_ \_ \_ \_ \_ SECOND SCHEDULE (39 NOTIFICATIONS) (CONTINUED) \_\_\_\_\_ LAND ABOVE DESCRIBED (DOC.2) 12 DP270778 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2) 13 DP270778 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE (LIMITED IN STRATUM) (N) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.2) 14 DP270778 RIGHT OF ACCESS 5.8 METRE(S) WIDE (LIMITED IN STRATUM) (B) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2) 15 DP270778 EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2) 16 DP270778 EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2) 17 DP270778 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2) 18 DP270778 EASEMENT FOR WASTE STORAGE & COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (H) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2) RIGHT OF ACCESS 5.8 METRE(S) WIDE (LIMITED IN 19 DP270778 STRATUM) (K) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2)20 DP270778 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.6) 21 DP270778 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6) 22 DP270778 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.6) 23 DP270778 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6) 24 DP270778 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.6) 25 DP270778 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6) 26 DP270778 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC.6) 27 DP270778 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6) 28 DP270778 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AD) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6) RIGHT OF ACCESS 2.9 METRE(S) WIDE (LIMITED IN 29 DP270778 STRATUM) (AE) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6) 30 DP270778 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP93238 PAGE 3				
	SECOND SCHEDULE (39 NOTIFICATIONS) (CONTINUED)			
31 DP270778	SO BURDENED IN TH EASEMENT FOR PEDI (LIMITED IN STRAT	HE TITLE DIAGRAM ( ESTRIAN ACCESS VAR FUM) (AG) AFFECTIN	IABLE WIDTH IG THE PART(S) SHOWN	
32 DP270778	EASEMENT FOR PEDE (LIMITED IN STRAT		IABLE WIDTH IG THE PART(S) SHOWN	
33 DP270778	EASEMENT FOR PEDE (LIMITED IN STRAT	HE TITLE DIAGRAM ( ESTRIAN ACCESS VAR FUM) (AH) APPURTEN	IABLE WIDTH	
34 DP270778	(LIMITED IN STRAT SO BURDENED IN TH	ESTRIAN ACCESS VAR FUM) (AI) AFFECTIN HE TITLE DIAGRAM (	IG THE PART(S) SHOWN DOC.6)	
35 DP270778		ESTRIAN ACCESS VAR FUM) (AJ) APPURTEN (DOC 6)		
36 DP270778	EASEMENT FOR SERV	VICES VARIABLE WID	TH (LIMITED IN 3) SHOWN SO BURDENED	
37 DP270778	EASEMENT FOR ELEC WIDTH (LIMITED IN	CTRICITY & OTHER F	FECTING THE PART(S)	
	INITIAL PERIOD EX CONSOLIDATION OF		IS	
SCHEDULE OF U	JNIT ENTITLEMENT	(AGGREGATE: 1000	0)	
1 - 27	LOT ENT 2 - 27 6 - 27 10 - 25 14 - 35 18 - 25 22 - 35 26 - 26 30 - 35 34 - 26 38 - 34 42 - 26 46 - 26	LOT ENT 3 - 32 7 - 27 11 - 25 15 - 27 19 - 25 23 - 27 27 - 26 31 - 27 35 - 26 39 - 27 43 - 26 47 - 36	LOT ENT 4 - 29 8 - 25 12 - 25 16 - 25 20 - 25 24 - 26 28 - 25 32 - 26 36 - 26 40 - 26 44 - 26 48 - 27	
49 - 26 53 - 26 57 - 34 61 - 26	$50 - 26 \\ 54 - 26 \\ 58 - 24 \\ 62 - 26$	51 - 26 55 - 29 59 - 35 63 - 26	$52 - 26 \\ 56 - 29 \\ 60 - 27 \\ 64 - 26$	

END OF PAGE 3 - CONTINUED OVER

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FOLIO: CP/SP93238

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page 4

SCHEDULE OF	UNIT ENTITLEMENT	(AGGREGATE: 10000)	(CONTINUED)
STRATA PLAN	93238		
LOT ENT	LOT ENT	LOT ENT	LOT ENT
65 - 26	66 - 26	67 - 26	68 - 26
69 - 30	70 - 33	71 - 37	72 - 38
73 - 38	74 - 22	75 - 22	76 - 33
77 - 26	78 - 26	79 - 33	80 - 38
81 - 38	82 - 38	83 - 22	84 - 22
85 - 33	86 - 25	87 - 26	88 - 35
89 - 37	90 - 38	91 - 35	92 - 25
93 - 26	94 - 37	95 - 35	96 - 35
97 - 33	98 - 26	99 - 26	100 - 36
101 - 35	102 - 35	103 - 32	104 - 27
105 - 26	106 - 26	107 - 37	108 - 38
109 - 38	110 - 35	111 - 30	112 - 36
113 - 28	114 - 26	115 - 26	116 - 43
117 - 34	118 - 34	119 - 34	120 - 30
121 - 36	122 - 39	123 - 21	124 - 32
125 - 44	126 - 34	127 - 26	128 - 38
129 - 28	130 - 27	131 - 27	132 - 28
133 - 42	134 - 33	135 - 34	136 - 26
137 - 39	138 - 38	139 - 27	140 - 36
141 - 33	142 - 34	143 - 25	144 - 33
145 - 34	146 - 25	147 - 34	148 - 33
149 - 34	150 - 26	151 - 33	152 - 34
153 - 25	154 - 34	155 - 28	156 - 32
157 - 25	158 - 33	159 - 34	160 - 26
161 - 34	162 - 34	163 - 26	164 - 35
165 - 33	166 - 26	167 - 27	168 - 31
169 - 23	170 - 35	171 - 36	172 - 26
173 - 34	174 - 34	175 - 26	176 - 34
177 - 45	178 - 31	179 - 24	180 - 27
181 - 31	182 - 23	183 - 33	184 - 34
185 - 26	186 - 33	187 - 33	188 - 26
189 - 34	190 - 40	191 - 31	192 - 24
193 - 27	194 - 31	195 - 23	196 - 33
197 - 35	198 - 26	199 - 34	200 - 34
201 - 26	202 - 34	203 - 40	204 - 32
205 - 24	206 - 27	207 - 31	208 - 23
209 - 33	210 - 35	211 - 26	212 - 34
213 - 34	214 - 26	215 - 34	216 - 40
217 - 32	218 - 24	219 - 27	220 - 31
221 - 23	222 - 33	223 - 36	224 - 26
225 - 34	226 - 34	227 - 26	228 - 35
229 - 40	230 - 32	231 - 25	232 - 28
233 - 32	234 - 23	235 - 34	236 - 35
237 - 26	238 - 34	239 - 34	240 - 26

#### END OF PAGE 4 - CONTINUED OVER

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FOLIO: CP/SP93238

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PAGE 5

SCHEDULE OF UNIT ENTITLEMENT	(AGGREGATE: 10000)	(CONTINUED)
STRATA PLAN 93238	-	
LOT ENT LOT ENT	LOT ENT	LOT ENT
241 - 35 242 - 41	243 - 31	244 - 24
245 - 28 246 - 31	247 - 23	248 - 33
249 - 36 250 - 26	251 - 34	252 - 34
253 - 26 254 - 35	255 - 40	256 - 32
257 - 25 258 - 28	259 - 32	260 - 24
261 - 34 262 - 36	263 - 27	264 - 34
265 - 34 266 - 26	267 - 35	268 - 40
269 - 32 270 - 25	271 - 28	272 - 32
273 - 24 274 - 34	275 - 35	276 - 31
277 - 34 278 - 34	279 - 26	280 - 35
281 - 40 282 - 32	283 - 25	284 - 45
285 - 26 286 - 35	287 - 41	288 - 32
289 - 29 290 - 26	291 - 30	292 - 31
293 - 21 294 - 21	295 - 25	296 - 29
297 - 29 298 - 22	299 - 20	300 - 30
301 - 29 302 - 30	303 - 29	304 - 29
305 - 24 306 - 20	307 - 30	308 - 29
309 - 30 310 - 29	311 - 30	312 - 25
313 - 20 314 - 30	315 - 29	316 - 30
317 - 29 318 - 30	319 - 32	320 - 25
321 - 21 322 - 30	323 - 29	324 - 30
325 - 29 326 - 30	327 - 35	328 - 36
329 - 28 330 - 29	331 - 33	332 - 35

NOTATIONS

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DP270778 NOTE: PLAN OF PROPOSED EASEMENTS

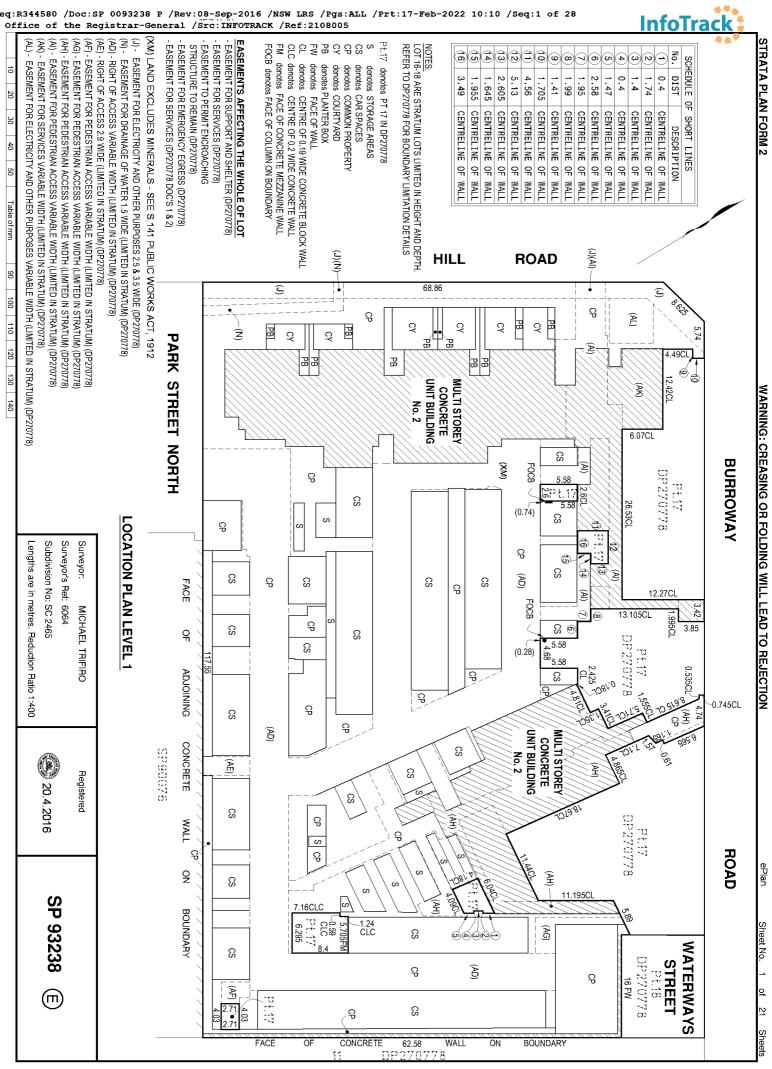
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

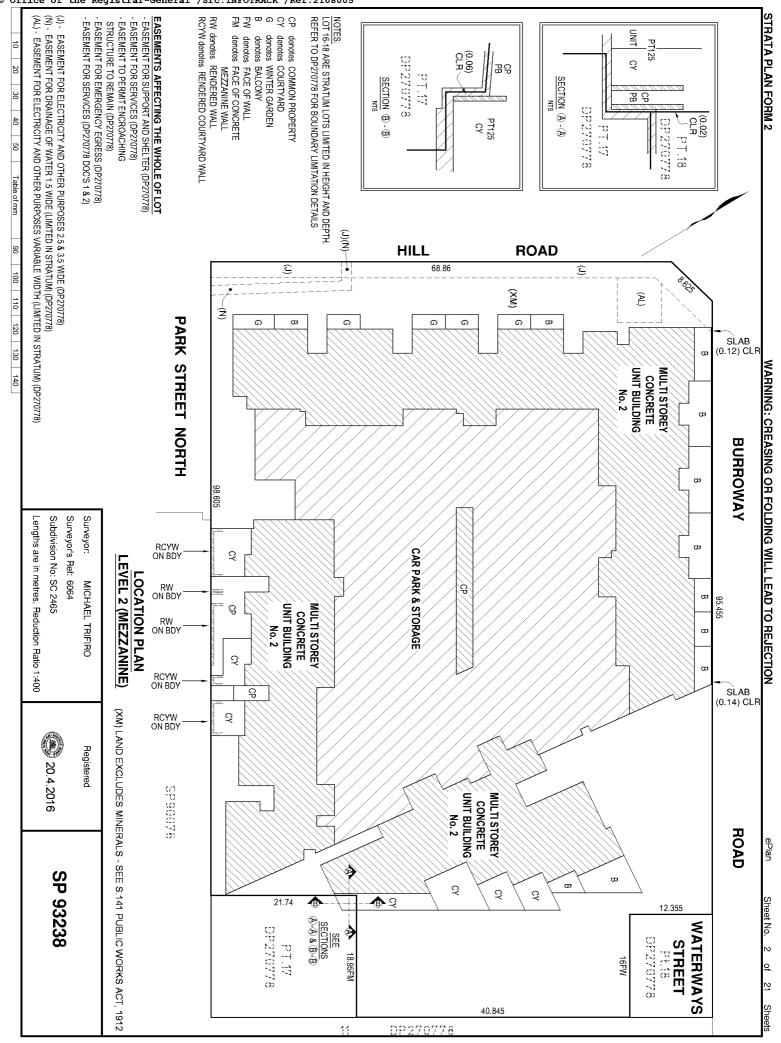
#### 2108005

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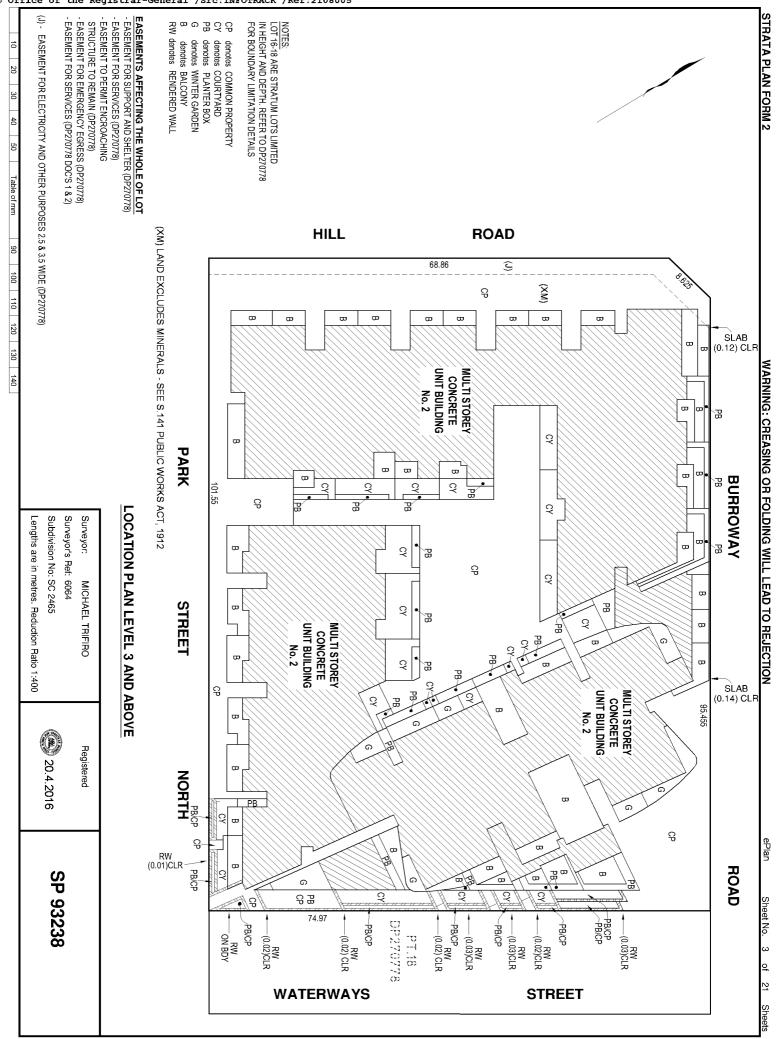
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

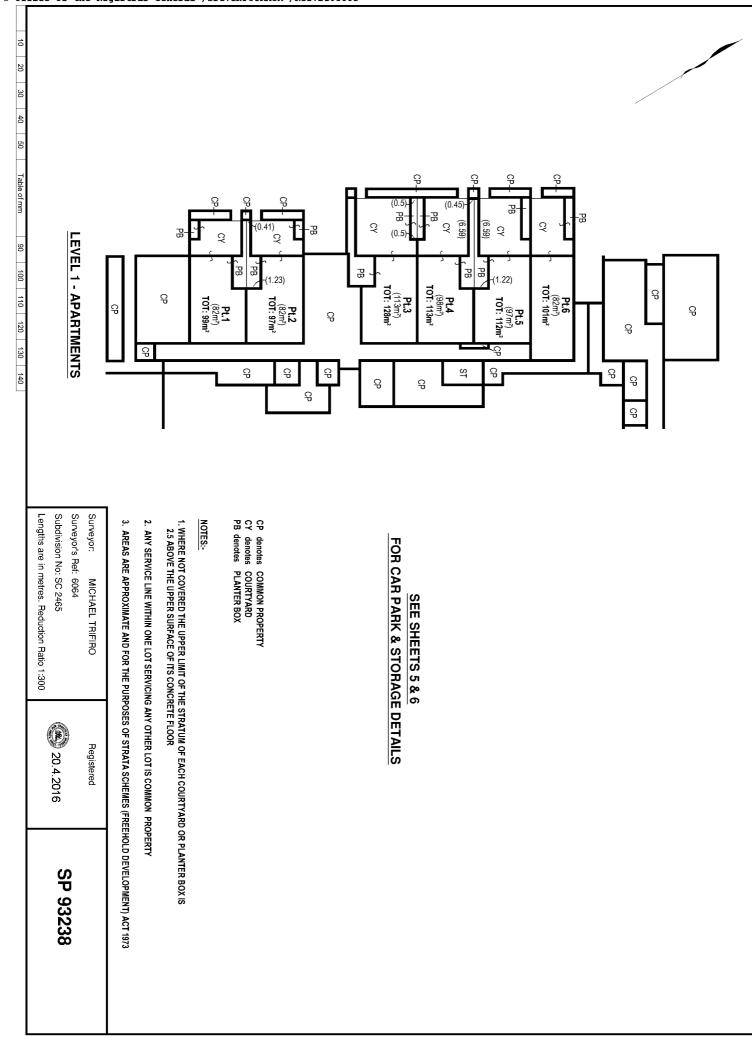


Req:R344580 /Doc:SP 0093238 P /Rev:08-Sep-2016 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:10 /Seq:1 of 28 /Src: INFOTRACK /Ref:2108005 Office of the Registrar-General



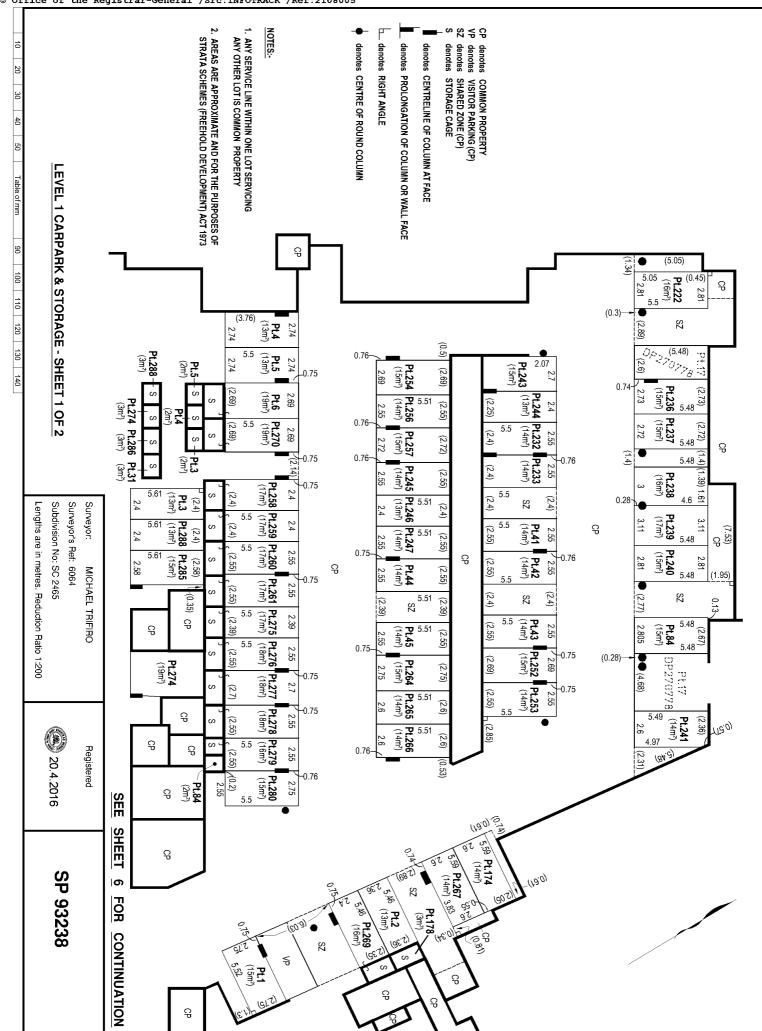
Req:R344580 /Doc:SP 0093238 P /Rev:08-Sep-2016 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:10 /Seq:2 of 28 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005





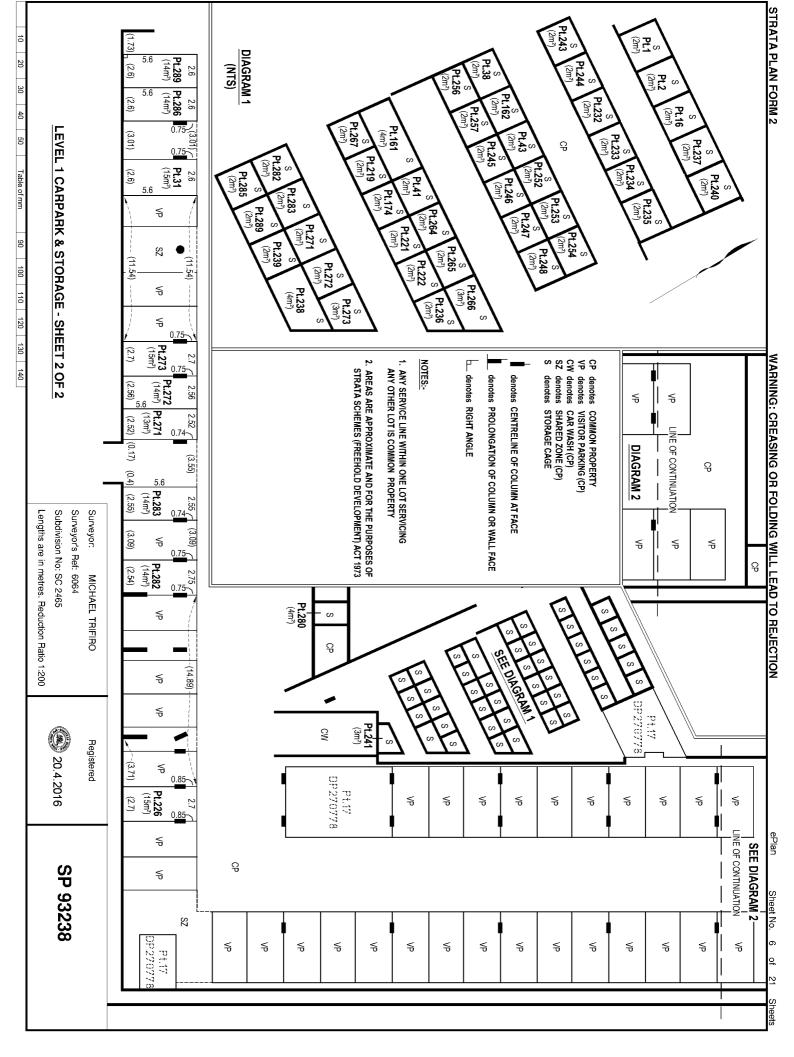
**STRATA PLAN FORM 2** 

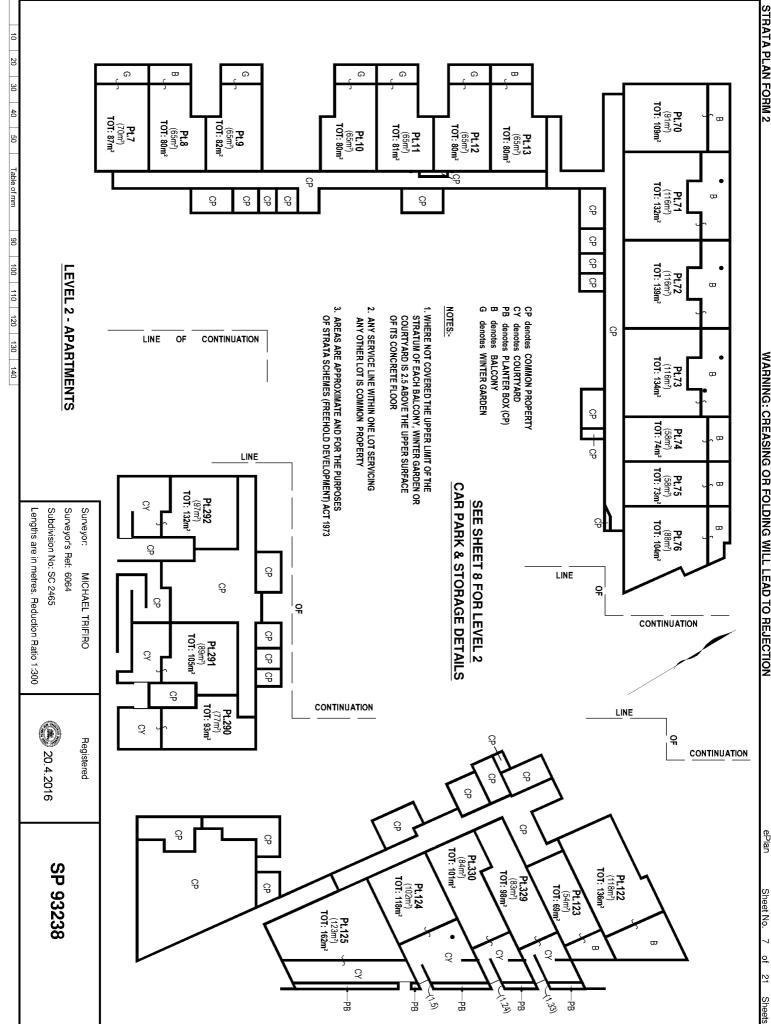
ePlan



Sheet No. 5 of 21 Sheet

ePlan

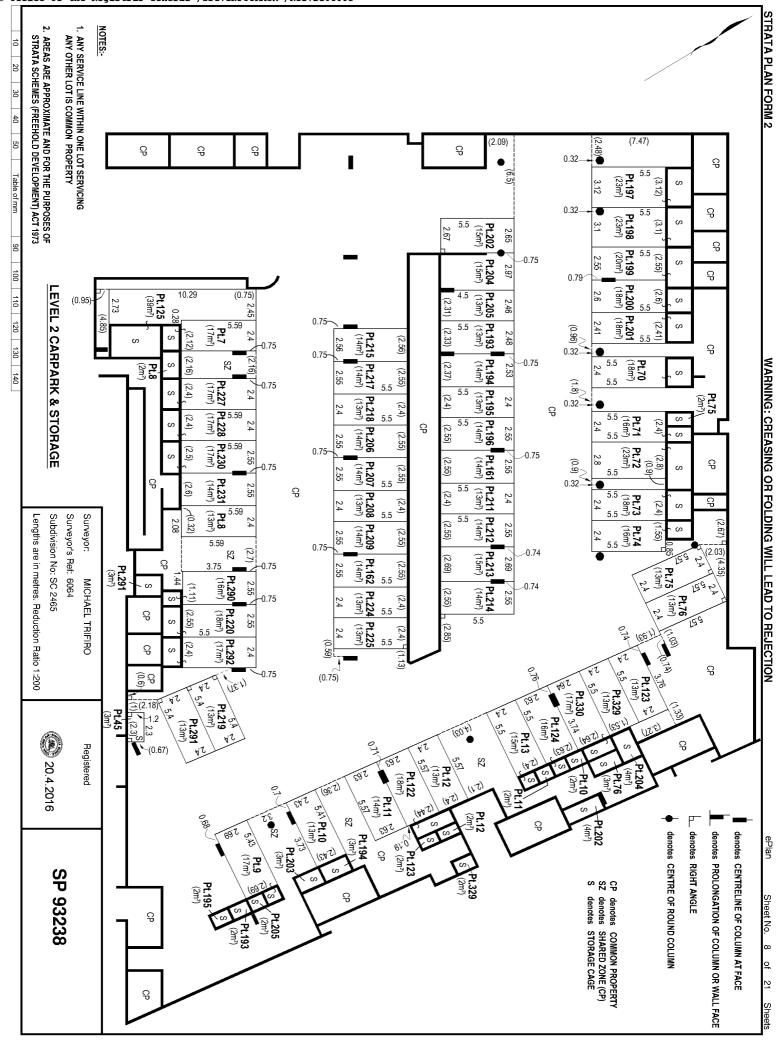


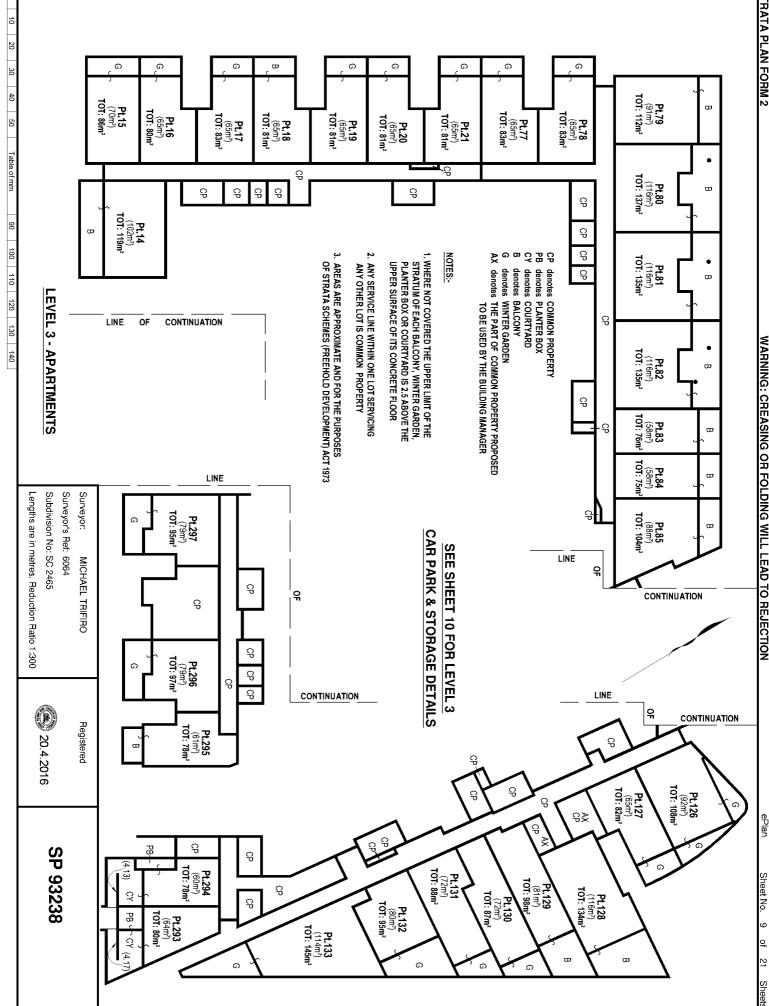


**STRATA PLAN FORM 2** 

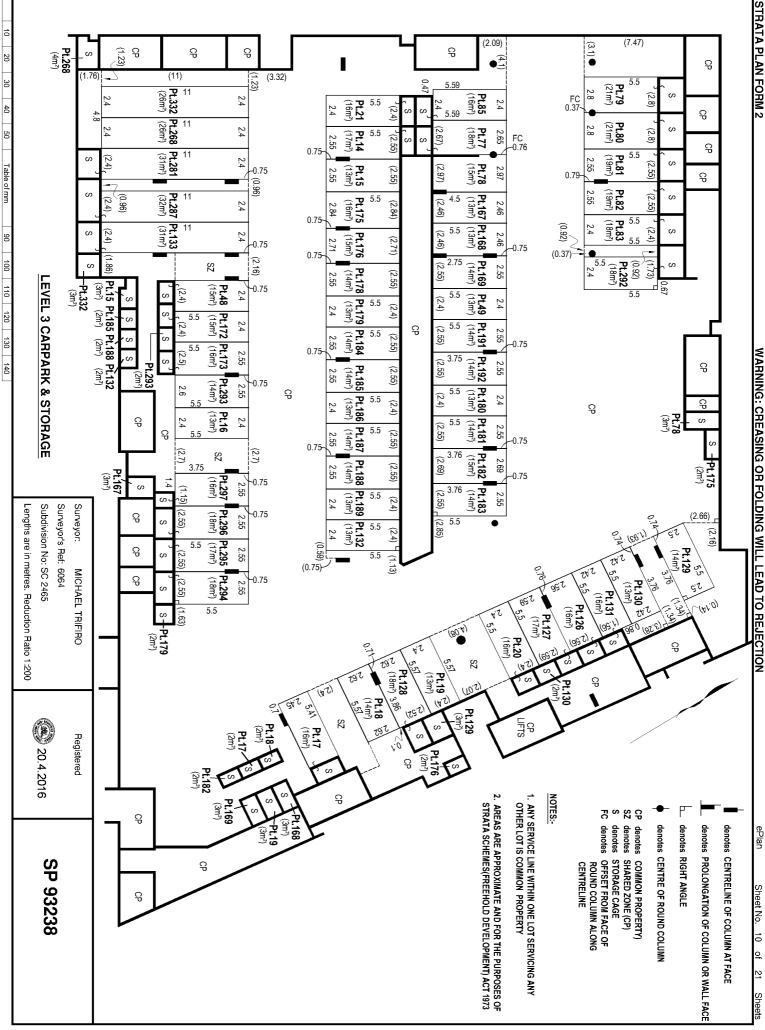
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

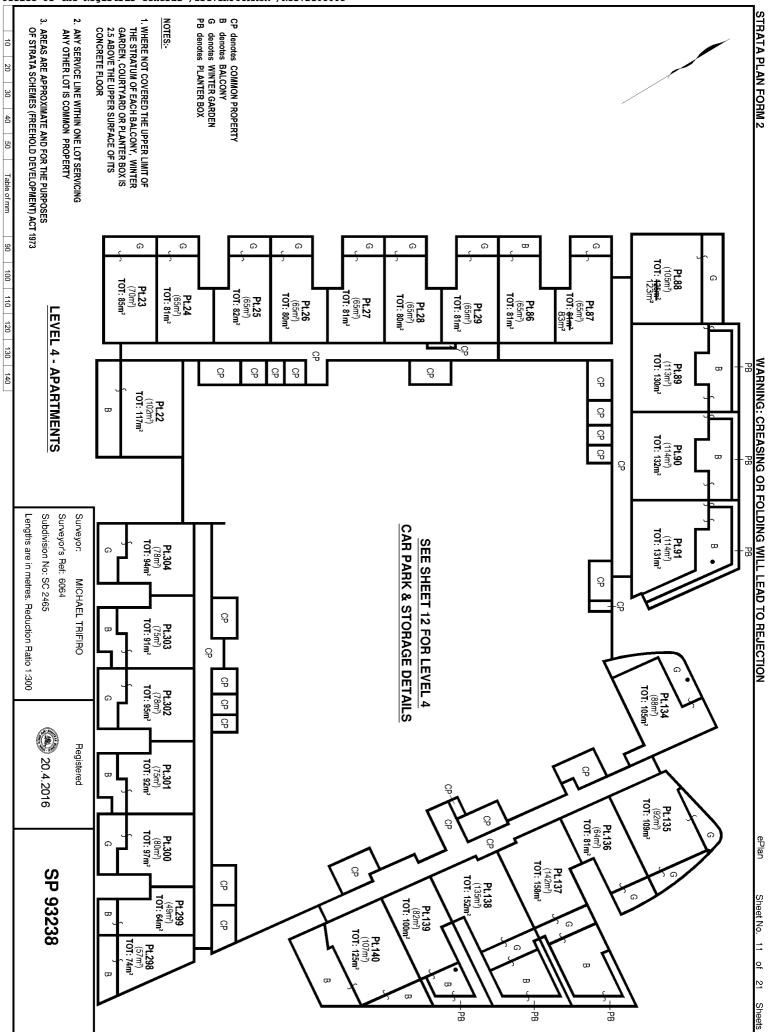
Sheet No. ~ of





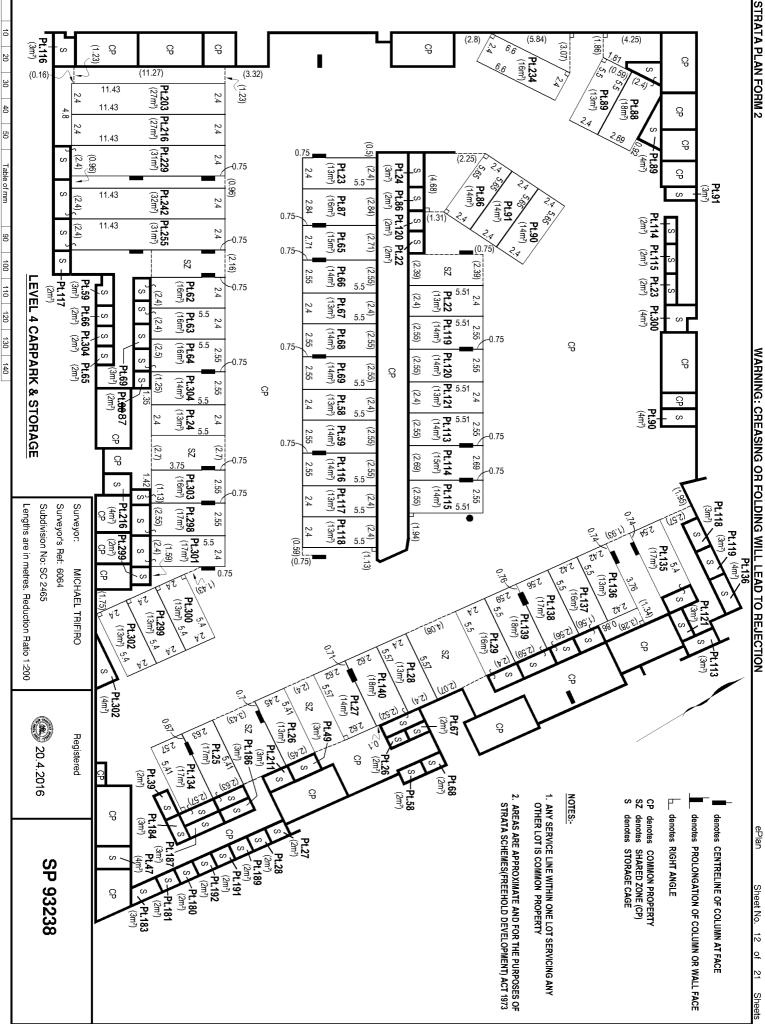
ശ of



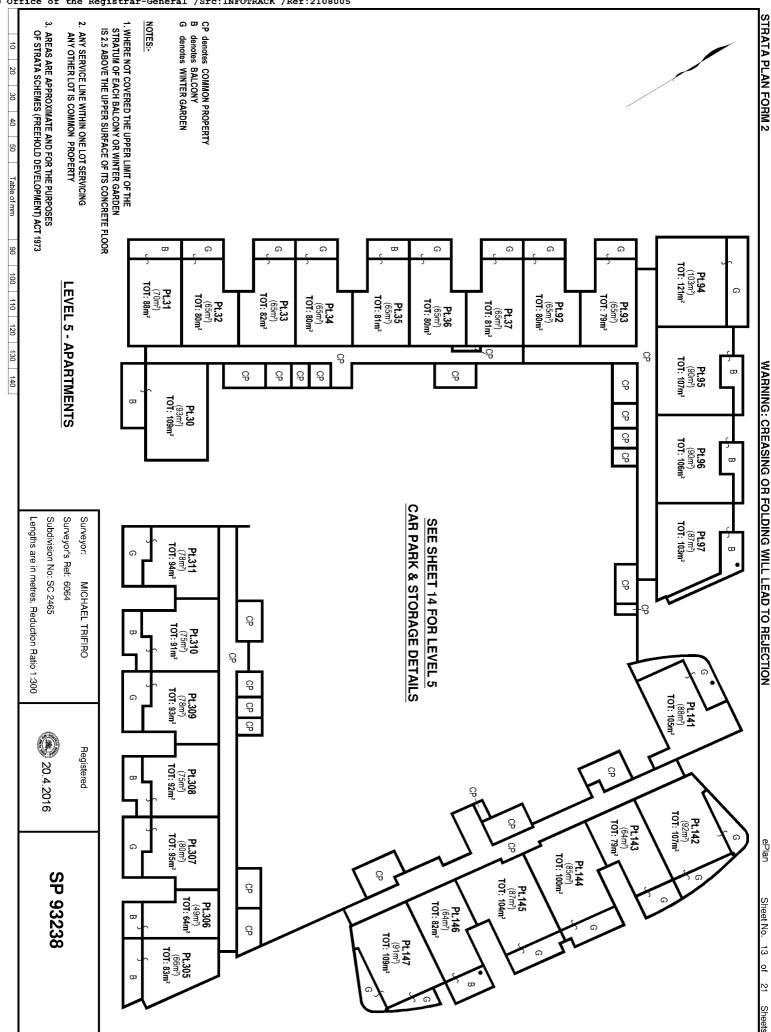


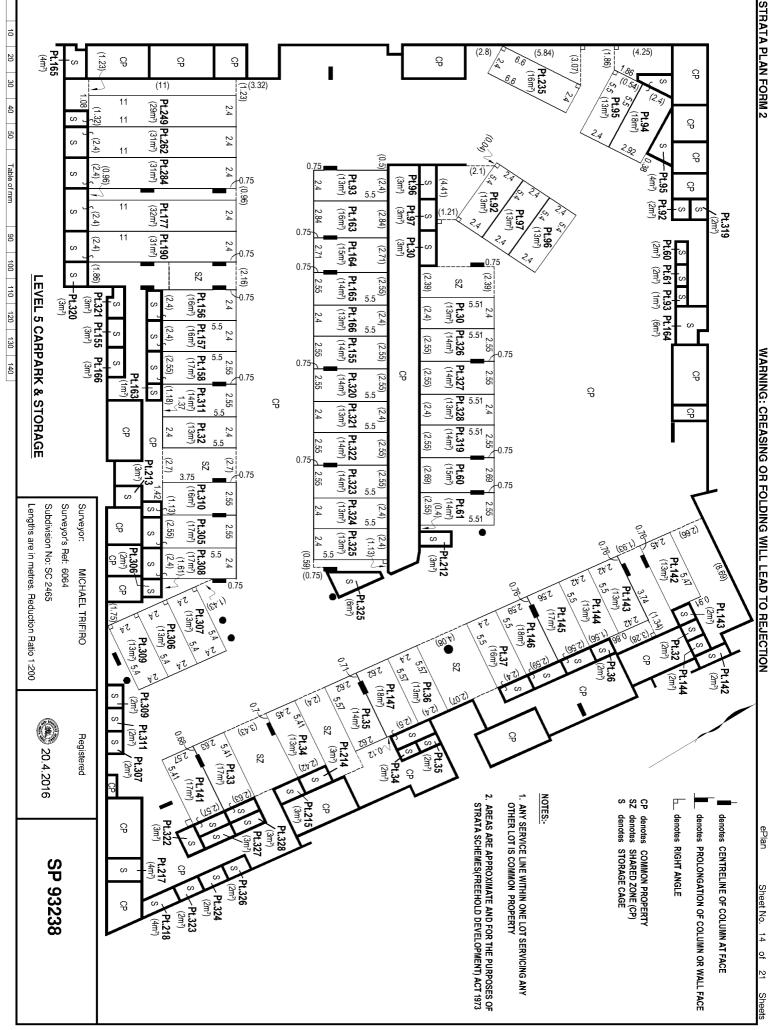
TOTAL AREA OF LOT 87 & 88 AMENDED VIDE 2016-1019 16.8.2016

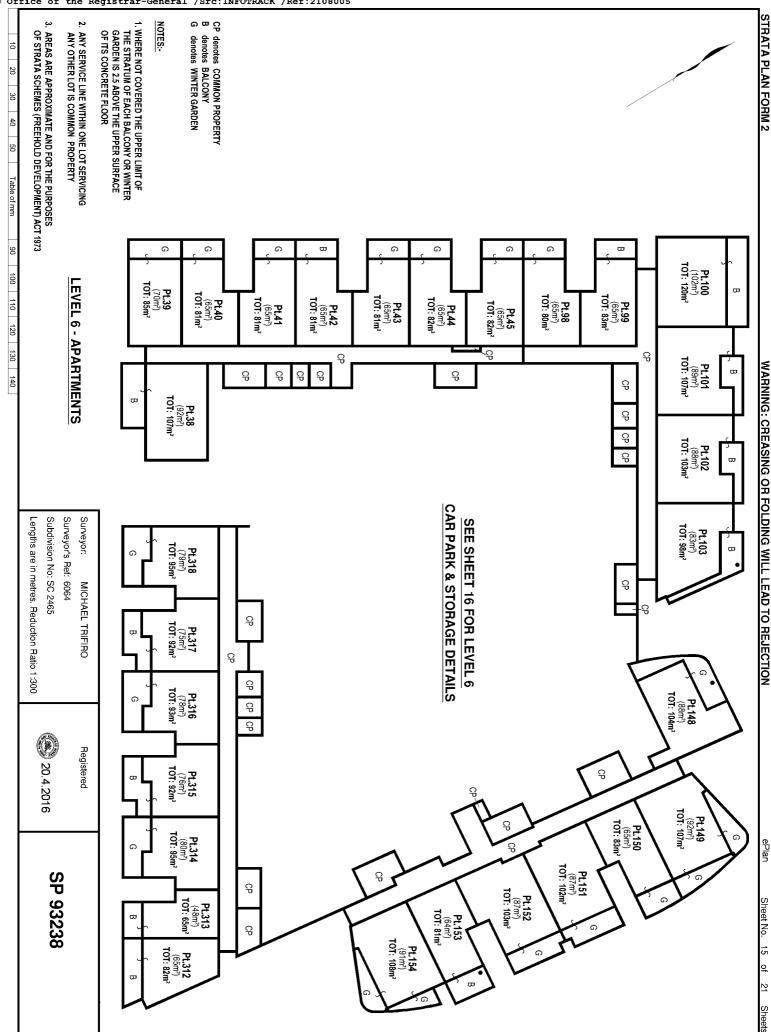
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PT.88 AMENDED TO PT.87 VIDE 2016-1019 16.8.2016

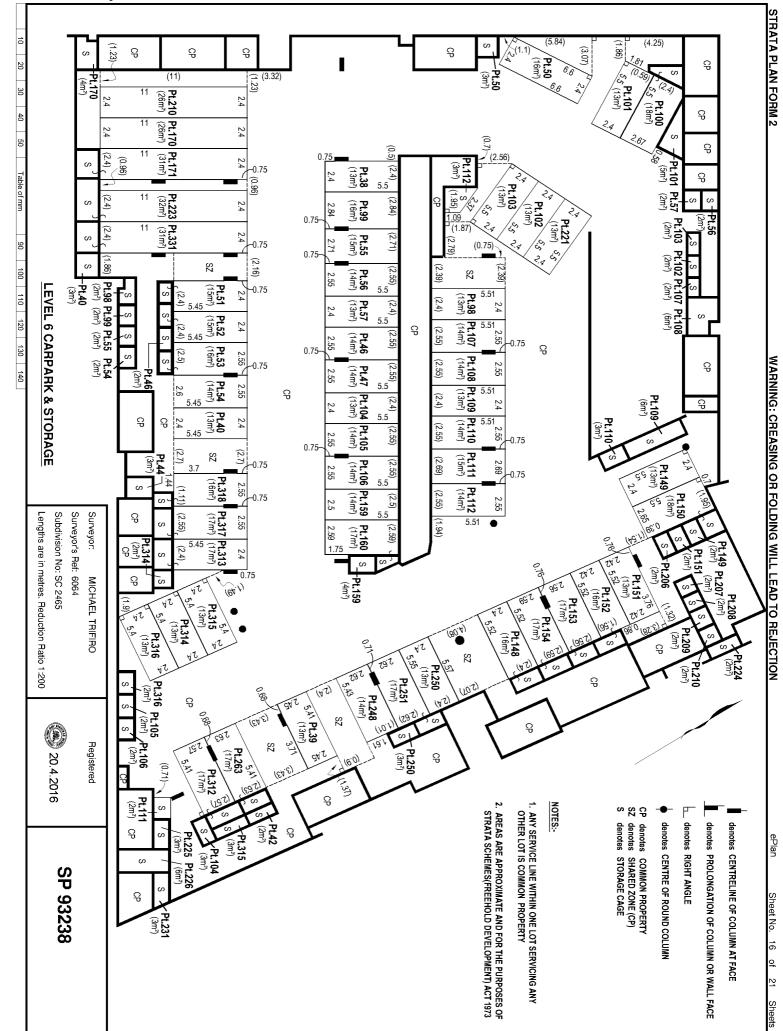


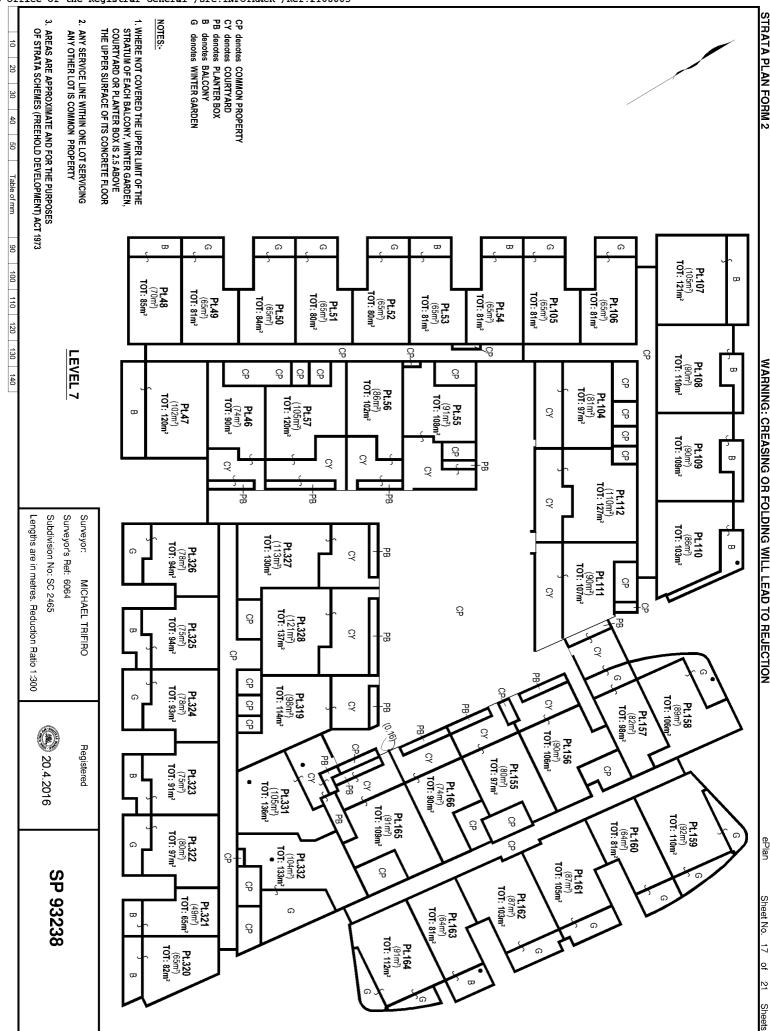




Req:R344580 /Doc:SP 0093238 P /Rev:08-Sep-2016 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:10 /Seq:15 of 28 Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 0

15 of 2



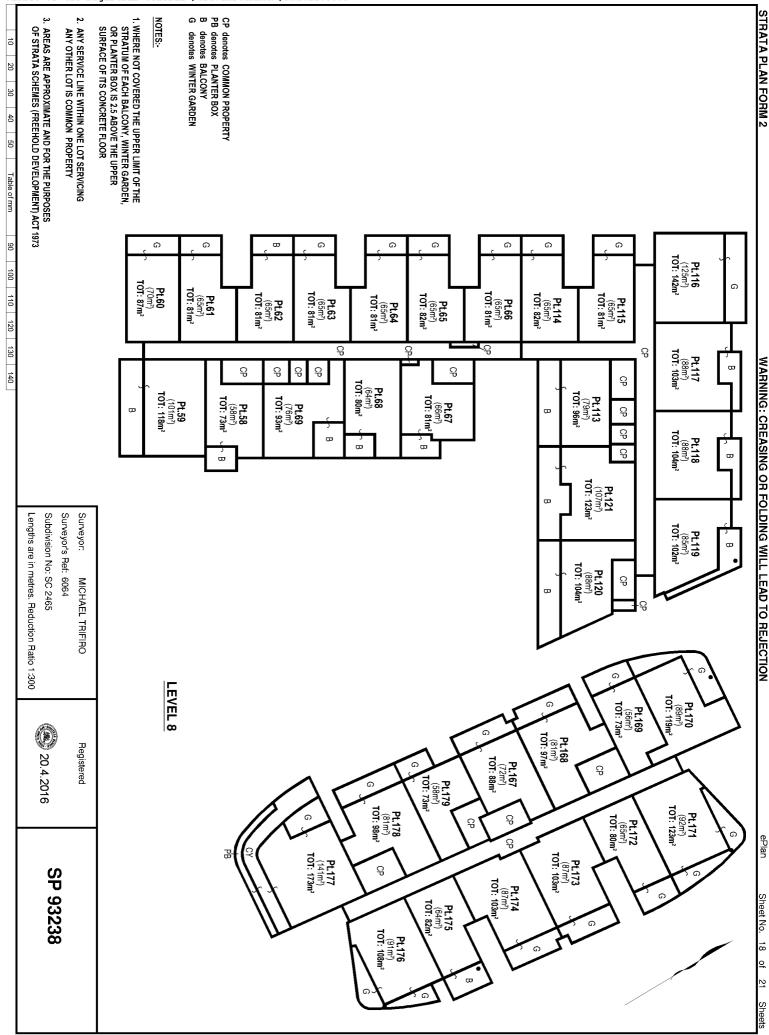


Req:R344580 /Doc:SP 0093238 P /Rev:08-Sep-2016 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:10 /Seq:17 of 28 the Registrar-General /Src: INFOTRACK /Ref:2108005 0 Office of

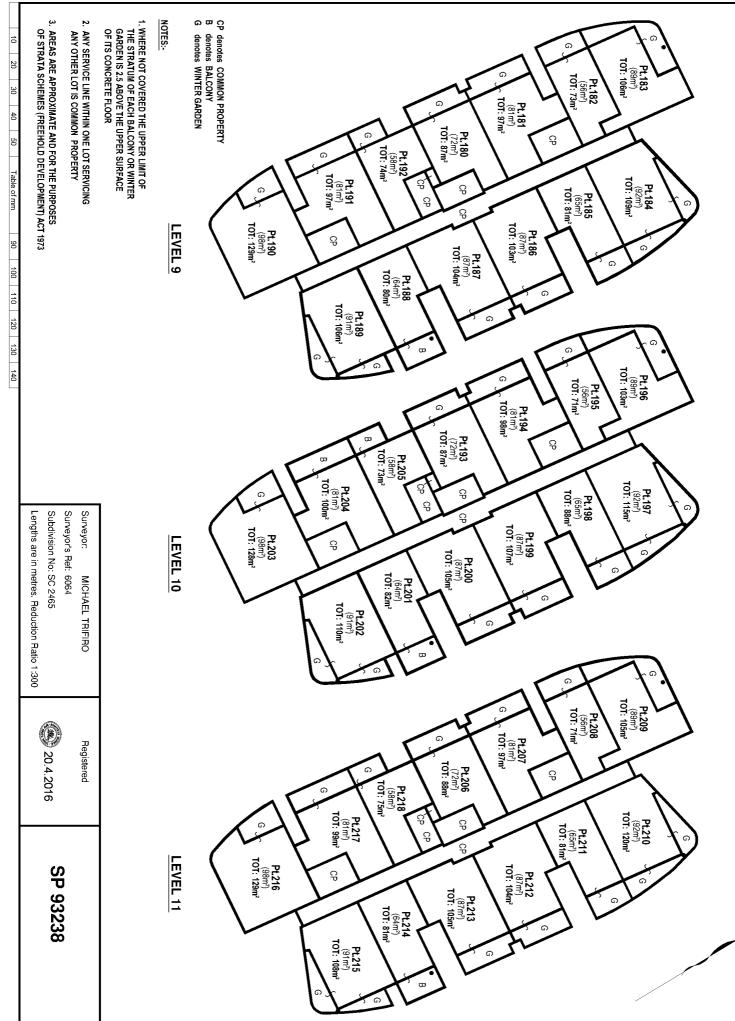
**STRATA PLAN FORM 2** 

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of

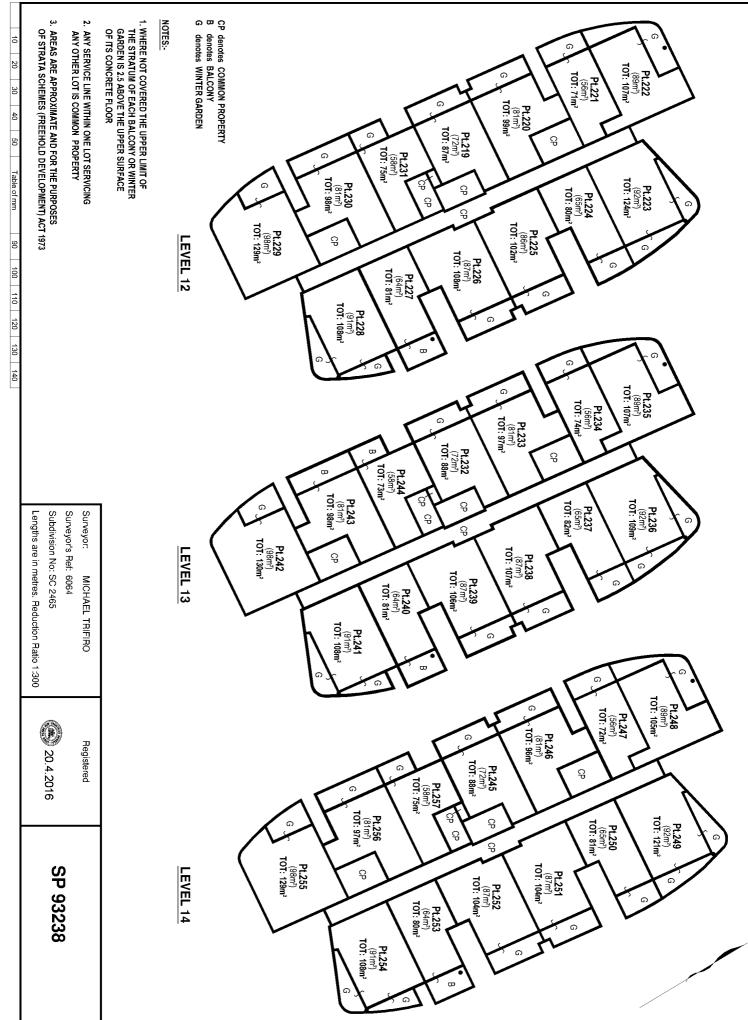


Sheet No. 18 of ⊵



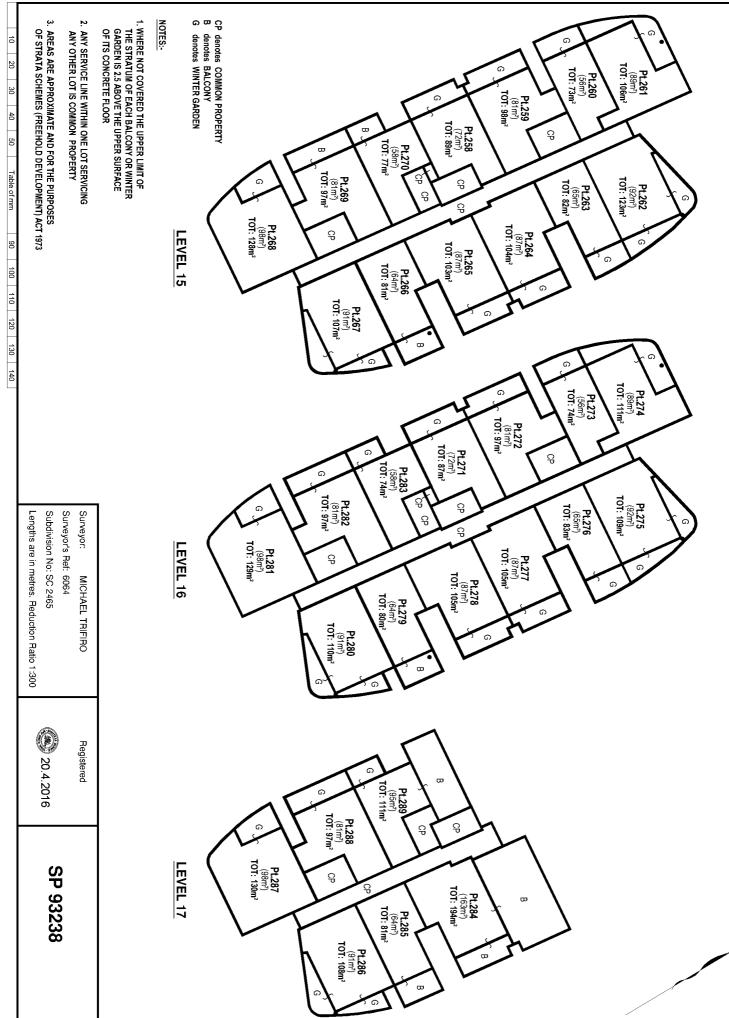
Sheet No. 19 of 21 Sheets

ePlan



Sheet No. 20 of 21 Sheets

ePlan



Sheet No.

21

of 21

Sheets

Req:R344580 /Doc:SP 0093238 P /Rev:08-Sep-2016 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:10 /Seq:22 of 28 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 ePlan STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADM	MINISTRATION SHEET Sheet 1 of 7 sheets
Office Use Only	Office Use Only
Registered: 20.4.2016	SP93238
Purpose: STRATA PLAN	
PLAN OF SUBDIVISION OF LOT 16 IN DP270778	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST. JOHN County: CUMBERLAND
Strata Certificate (Approved Form 5) (1) The Accredited Certifier GORDON WREN Accreditation No. BPB 0447 has made the required inspections and is satisfied that the requirements of; *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012, *(b) Section 66 or 56A Strate Schemes (Leasehold Development) Act 1998 and	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners – Strata Plan No. 93238 REGATTA 2 BURROWAY ROAD WENTWORTH POINT NSW 2127
<ul> <li>clause 30A of the <u>Strata Schemes(LeaseIndd Development)</u> Regulation 2012;</li> <li>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</li> <li>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</li> </ul>	The adopted by-laws for the scheme are: * ^Model-By-laws * together with, Keeping of animals: Option *//*B/*C * By-laws in 66 sheets filed with plan. * Strike through if inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)
<ul> <li>*(3) The strata plan is part of a development scheme. The sound or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development contract to which it relates.</li> <li>*(4) The building encroaches on a public place and;</li> <li>*(a) The Council does not object to the encroachment of the building beyond the alignment of</li></ul>	Surveyor's Certificate (Approved Form 3) I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS. a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of the Strata Schemes (Leasehold-Development) Act-1986 has been-met; *(2) *(a) The building encreaches on a public place;
Date: <u>14<sup>+K</sup> MAR CH 2016</u> Subdivision number: <u>SC 24-65</u> Relevant Development Consent number: <u>CDC 84-5</u> Issued by: <u>SORDON</u> IN REN Signature: <u>Accredited Certifier</u> * Strike through if inapplicable. * Insert lot numbers of proposed utility lots.	<ul> <li>(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^to permit the encroachment to remain.</li> <li>*(3) The survey information recorded in the accompanying location plan is accurate.</li> <li>Signature:</li></ul>
Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A	Surveyor's Reference: 6064

Reg:R344580	/Doc:SP 0093	3238 P /I	Rev:08-Sep-2016	/NSW LRS	/Pgs:ALL	/Prt:17-Feb-2022	10:10 /	Seq:23	of 28
© Office of SIRAIAr	the Registra	ar-Genera MAKIZI(Z	al / Src: INFOTRAC	K /Ref:21	08005 Jaina will lea	ad to rejection	ePla	n	

			RATA PLAN ADN				Sheet 2 of 7 shee
Register	ed: 🛞 20.4	.2016	Office Use Only		SP93	238	Office Use Or
	F SUBDIVISION	OF LO	T 16 IN			200	<b>)</b>
	Certificate number:			<ul> <li>A Sch</li> <li>Stater</li> <li>accord</li> <li>Signation</li> </ul>	et is for the provision of t edule of Unit Entitlement nents of intention to crea Jance with section 88B C tures and seals - see 195	s. te and rele conveyanci iD Conveya	ase affecting interests in ng Act 1919. ancing Act 1919.
Date of end	lorsement:	MARCI	1 2016		formation which cannot f administration sheets.	it in the ap	propriate panel of sneet
LOT	UNIT	LOT	UNIT	LOT	UNIT	LOT	UNIT
No.	ENTITLEMENT	No.	ENTITLEMENT	No.	ENTITLEMENT	No.	ENTITLEMENT
1	27	33	26	65	26	97	33
2	27	34	26	66	26	98	26
3	32	35	26	67	26	99	26
4	29	36	26	68	26	100	36
5	29	37	26	69	30	101	35
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18	25	50	26	82	38	114	26
19	25	51	26	83	22	<b>1</b> 15	26
20	25	52	26	84	22	116	43
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22	35	54	26	86	25	118	34
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27	26	59	35	91	35	123	21
28	25	60	27	92	25	124	32
29	26	61	26	93	26	125	44
30	35	62	26	94	37	126	34
31	27	63	26	95	35	127	26
32	26	64	26	96	35	128	38

If space is insufficient use additional annexure sheet.

STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 7 sheet						
Registered: 20.4.2016 Office Use Only	Office Use Only SP93238					
PLAN OF SUBDIVISION OF LOT 16 IN DP270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A Schedule of Unit Entitlements.</li> <li>Statements of intention to create and release affecting interests in coordinate with eaction 880 Computing 4ct 1010.</li> </ul>					
Subdivision Certificate number: SC 2465 Date of endorsement: 14th MARCH 2016	<ul> <li>accordance with section 88B Conveyancing Act 1919.</li> <li>Signatures and seals - see 195D Conveyancing Act 1919.</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>					

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
129	28	161	34	193	27	225	34
130	27	162	34	194	31	226	34
131	27	163	26	195	23	227	26
132	28	164	35	196	33	228	35
133	42	165	33	197	35	229	40
134	33	166	26	198	26	230	32
135	34	167	27	199	34	231	25
136	26	168	31	200	34	232	28
137	39	169	23	201	26	233	32
138	38	170	35	202	34	234	23
139	27	171	36	203	40	235	34
140	36	172	26	204	32	236	35
14 <b>1</b>	33	173	34	205	24	237	26
142	34	174	34	206	27	238	34
143	25	175	26	207	31	239	34
144	33	176	34	208	23	240	26
145	34	177	45	209	33	241	35
146	25	178	31	210	35	242	41
147	34	179	24	211	26	243	31
148	33	180	27	212	34	244	24
149	34	181	31	213	34	245	28
150	26	182	23	214	26	246	31
151	33	183	33	215	34	247	23
152	34	184	34	216	40	248	33
153	25	185	26	217	32	249	36
154	34	186	33	218	24	250	26
155	28	187	33	219	27	251	34
156	32	188	26	220	31	252	34
157	25	189	34	221	23	253	26
158	33	190	40	222	33	254	35
159	34	191	31	223	36	255	40
160	26	192	24	224	26	256	32

If space is insufficient use additional annexure sheet.

STRATA PLAN ADMINISTRATION SHEET Sheet 4 of 7 sheets							
Registe	red: 🛞 20.4.2	2016	Office Use Only		0000	പാര	Office Use On
				_ SP93238			5
PLAN OF SUBDIVISION OF LOT 16 IN DP270778 Subdivision Certificate number: SC 24-65 Date of endorsement: (4* Marcut 2016					dule of Unit Entitlement ents of intention to crea ance with section 88B C ures and seals - see 195	s. te and relea conveyancin iD Conveya	g Act 1919.
LO		LOT	UNIT	LOT	UNIT	LOT	UNIT
No		No.	ENTITLEMENT	No.	ENTITLEMENT	No.	ENTITLEMENT
25		277	34	297	29	317	29
25		278	34	298	22	318	30
25		279	26	299	20	319	32
26		280	35	300	30	320	25
26		281	40	301	29	321	21
262		282	32	302	30	322	30
26		283	25	303	29	323	29
264		284	45	304	29	324	30
26	5 34	285	26	305	24	325	29
26	3 26	286	35	306	20	326	30
26	7 35	287	41	307	30	327	35
268	3 40	288	32	308	29	328	36
269	32	289	29	309	30	329	28
270	25	290	26	310	29	330	29
27	1 28	291	30	311	30	331	33
272	2 32	292	31	312	25	332	35
273	3 24	293	21	313	20	AGG	10000
274	4 34	294	21	314	30		
27	5 35	295	25	315	29		
270	3 31	296	29	316	30		

This plan contains a Strata Management Statement consisting of 83 pages

If space is insufficient use additional annexure sheet.

STRATA PLAN ADMINISTRATION SHEET Sheet 5 of 7 sheets						
Office Use Only 20.4.2016	Office Use Only					
PLAN OF SUBDIVISION OF LOT 16 IN	SP93238					
DP270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A Schedule of Unit Entitlements.</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.</li> </ul>					
Subdivision Certificate number: SC 2465 Date of endorsement: 14 <sup>-K</sup> MARCH 2016	<ul> <li>Signatures and seals - see 195D Conveyancing Act 1919.</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>					
PUSUANT TO SECTION 88B OF THE CONVEYANCING ACT SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973,	1919, AS AMENDED AND SECTION 7(3) OF THE STRATA					
IT IS INTENDED TO CREATE:						
1. RESTRICTION ON TH	HE USE OF LAND					
If space is insufficient use	additional annexure sheet.					

Req:R344580 /Doc:SP 0093238 P /Rev:08-Sep-2016 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:10 /Seq:27 of 28 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing (	
STRATA PLAN ADM	INISTRATION SHEET         Sheet 6 of 7 sheet
Registered: 20.4.2016 Office Use Only	SP93238 Office Use Onl
PLAN OF SUBDIVISION OF LOT 16 IN DP270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A Schedule of Unit Entitlements.</li> <li>Statements of intention to create and release affecting interests in</li> </ul>
Subdivision Certificate number: SC 2465 Date of endorsement: 14 <sup>**</sup> MARCH 2016	<ul> <li>accordance with section 88B Conveyancing Act 1919.</li> <li>Signatures and seals - see 195D Conveyancing Act 1919.</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the Corporations Act:	) ) )
Whingth	Joh Kimill
Signature of Director	Signature of Director/Secretary
William Kinsella	John Kinsella
Name of Director (block letters)	Name of Director/Secretary (block letters)
If space is insufficient use	

STRATA PLAN ADM	INISTRATION SHEET Sheet 7 of 7 sheet
Office Use Only Registered: 20.4.2016	Office Use On SP93238
PLAN OF SUBDIVISION OF LOT 16 IN DP270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A Schedule of Unit Entitlements.</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.</li> </ul>
Subdivision Certificate number:	<ul> <li>Signatures and seals - see 195D Conveyancing Act 1919.</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by & SS CAMERON as attorney for WESTPAC ADMINISTRATION PTY LTD (ACN 008 617 203) under registered power of attorney Book 4678 No. 176 dated .16.Sec. 2019 in the presence of: 	<text></text>
	additional annexure sheet.

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

(Sheet 1 of 4 sheets)

Plan:

land:

Full name and

address of the

owner of the



Plan of subdivision of lot 16 in DP270778 covered by Strata Certificate No.

Fairmead Business Pty Ltd (ACN 069 006 426) Suite 101, 25 Angas Street MEADOWBANK NSW 2114

PART	1	(Cre	atior	ı)
------	---	------	-------	----

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RESTRICTION ON THE USE OF LAND	Lots 1 to 332 inclusive	Auburn City Council

-------

Council Authorised Person

5:3747494\_4 EAA

Wind

ePlan

(Sheet 2 of 4 sheets)

SP93238 Plan:

Plan of subdivision of lot 16 in DP270778 covered by Strata Certificate No.

PART 2 (Terms)

## 1 Interpretation

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (c) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (d) a reference to a corporation includes its successors and permitted assigns;
- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (f) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (g) a requirement to do any thing includes a requirement to cause that thing to be done;
- (h) a word that is derived from a defined word has a corresponding meaning; and
- (i) the singular includes the plural and vice-versa.

Council Authorised Person

Whinest A

S:3747494\_4 EAA

ePlan

(Sheet 3 of 4 sheets)

SP93238 Plan:

Plan of subdivision of lot 16 in DP270778 covered by Strata Certificate No.

## 2 Terms of RESTRICTION ON THE USE OF LAND numbered 1 in the Plan

A car parking space within, or forming part of a Burdened lot, must not be used other than by a proprietor or occupier of the Building within which the Burdened lot is located.

Name of Authority empowered to release, vary of modify the RESTRICTION ON THE USE OF LAND numbered 1 in the Plan

Auburn City Council

Council Authorised Person

S:3747494\_4 EAA

WhiveM-

)

)

)

ePlan

(Sheet 4 of 4 sheets)

Plan: SP93238

Plan of subdivision of lot 16 in DP270778 covered by Strata Certificate No.

EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the Corporations Act:

Signature of Director William Kinsella

Name of Director (block letters)

Signature of Director/Secretary John Fitzgerald

Name of Director/Secretary (block letters)

Secretary

## SIGNED SEALED AND DELIVERED by

Signature of witness

.....

atart

Name of witness (block letters)

Address of witness (block letters)

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

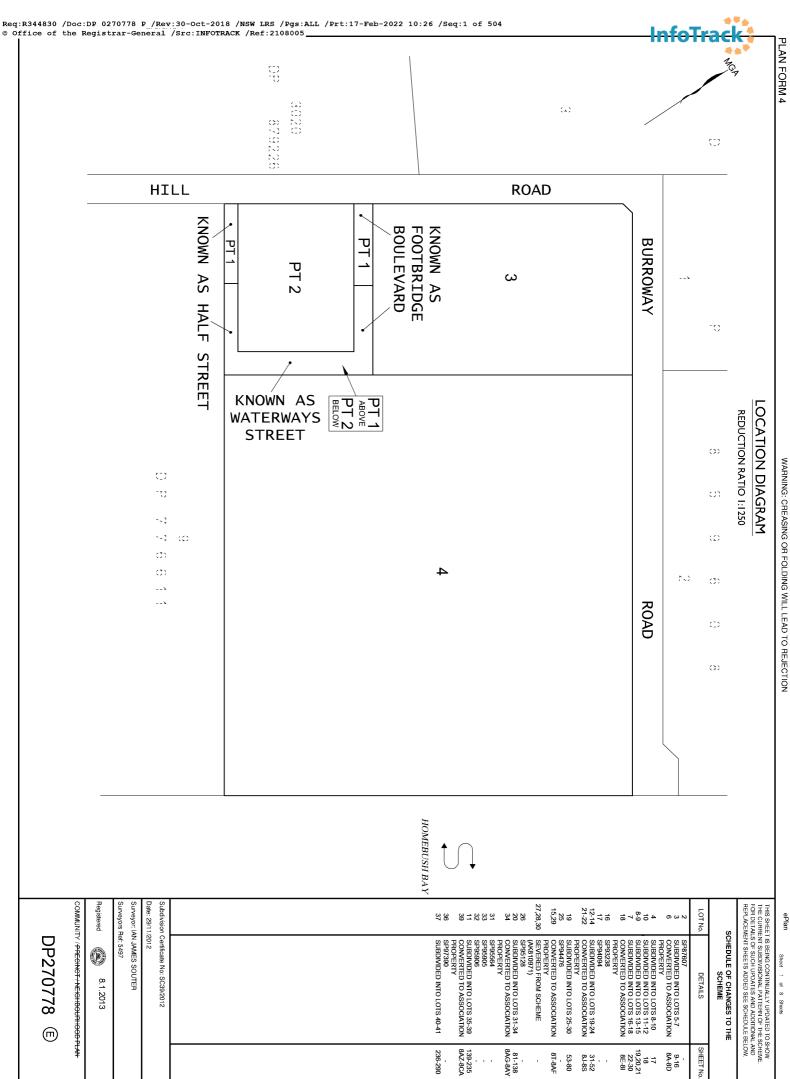
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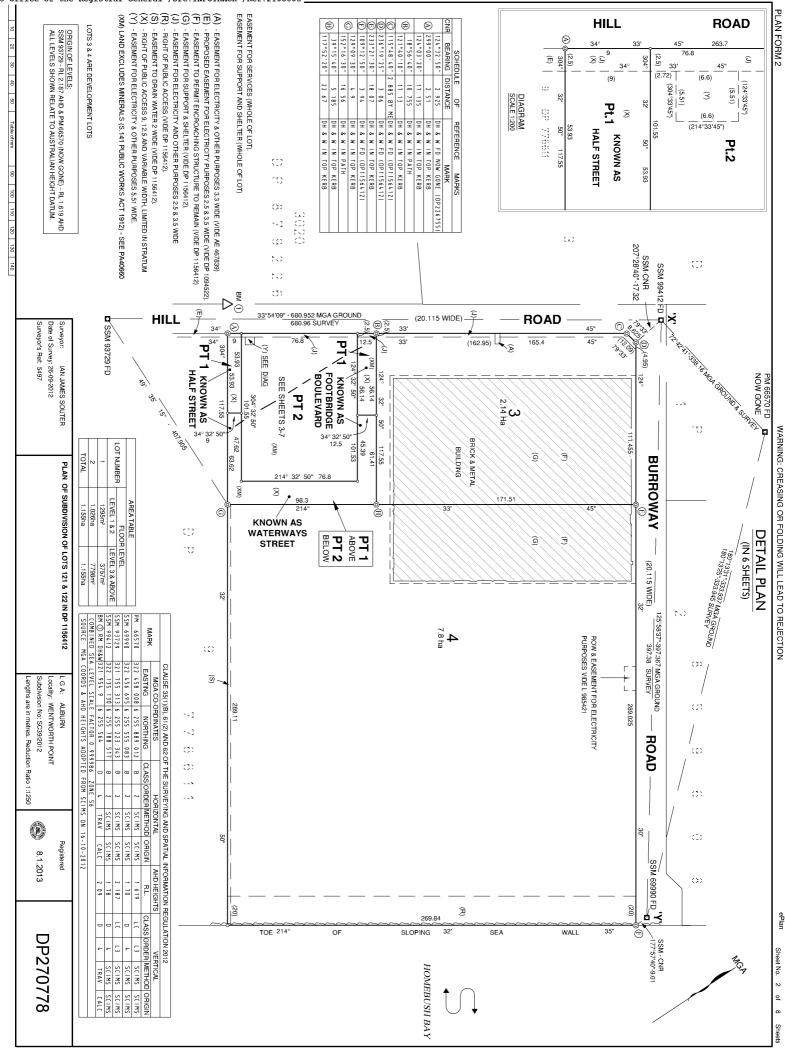
**Council Authorised Person** 

S:3747494\_4 EAA

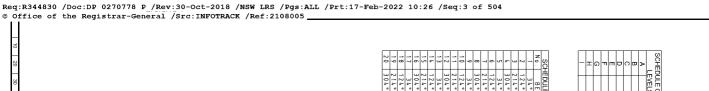
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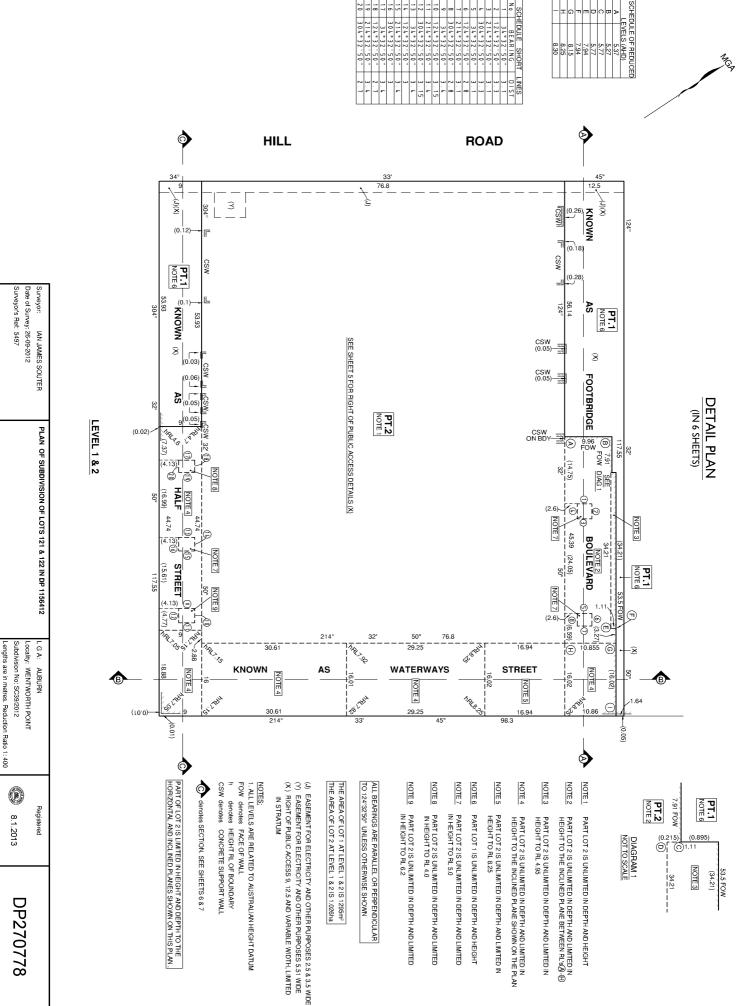




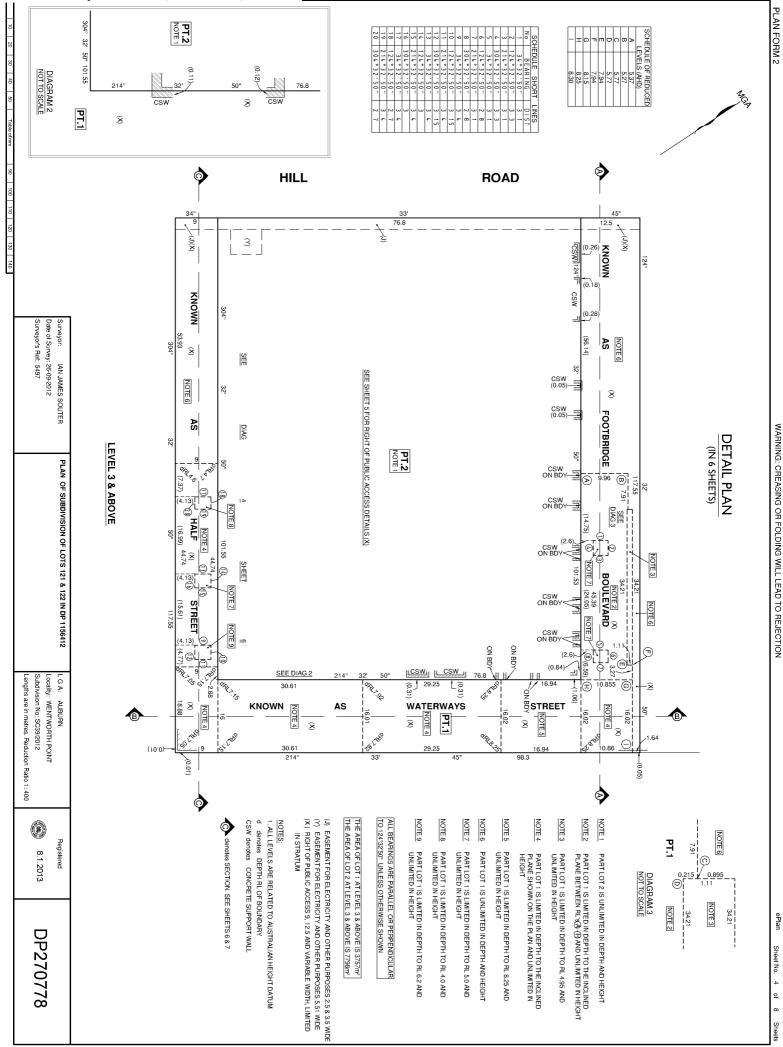


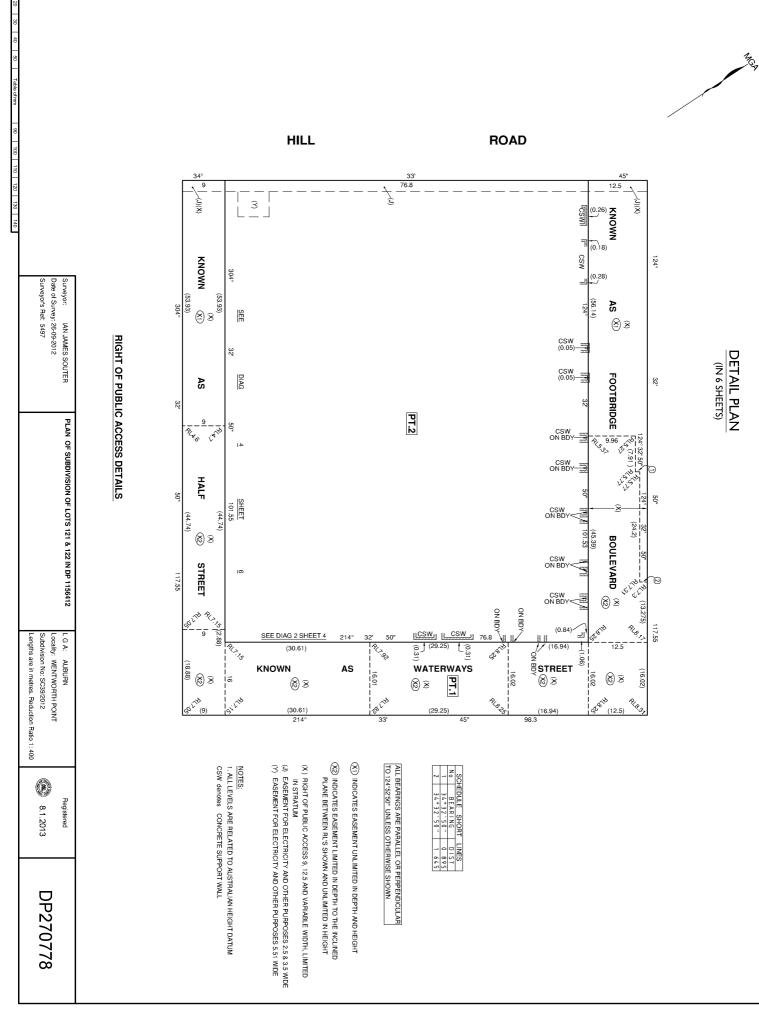
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PLAN FORM 2

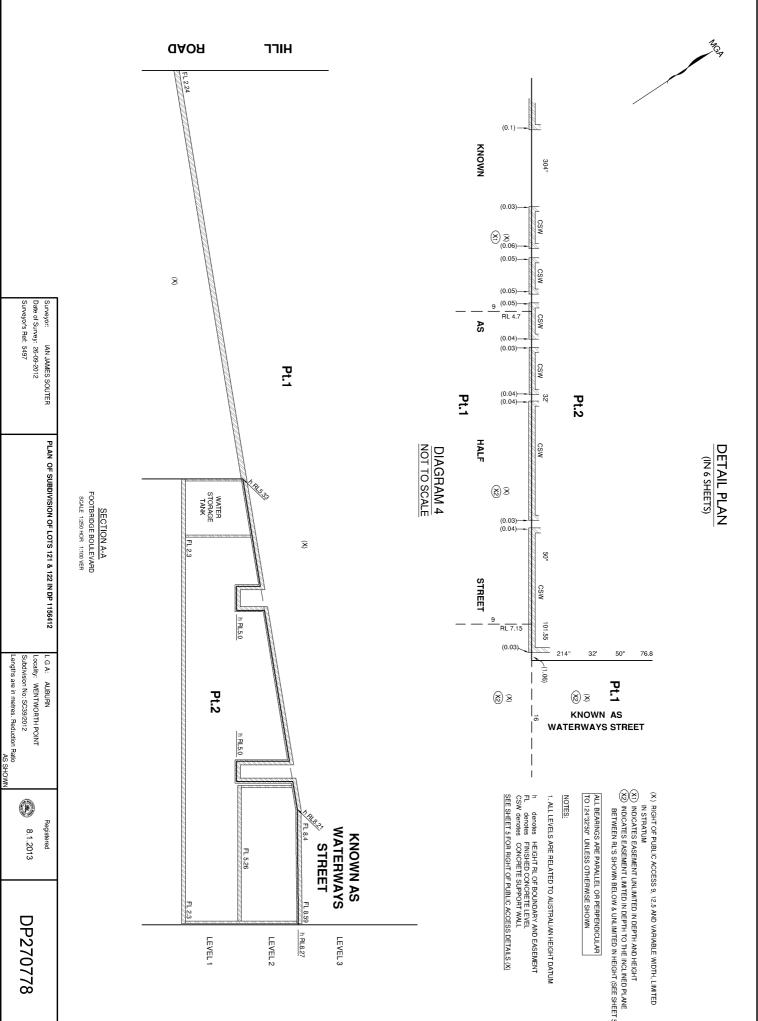


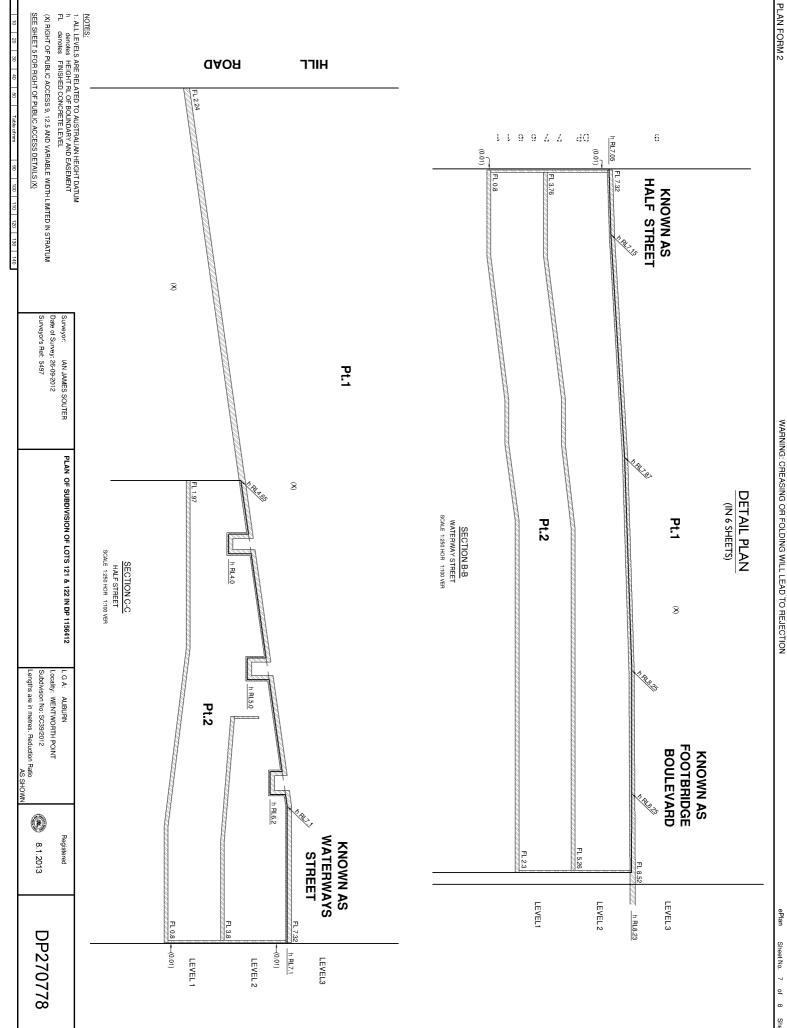


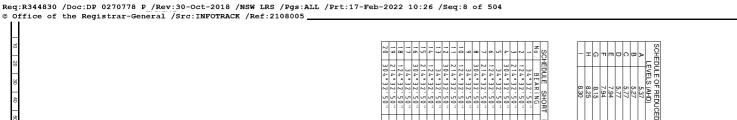
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ePlan Sheet No. 5 of 8 Sheets

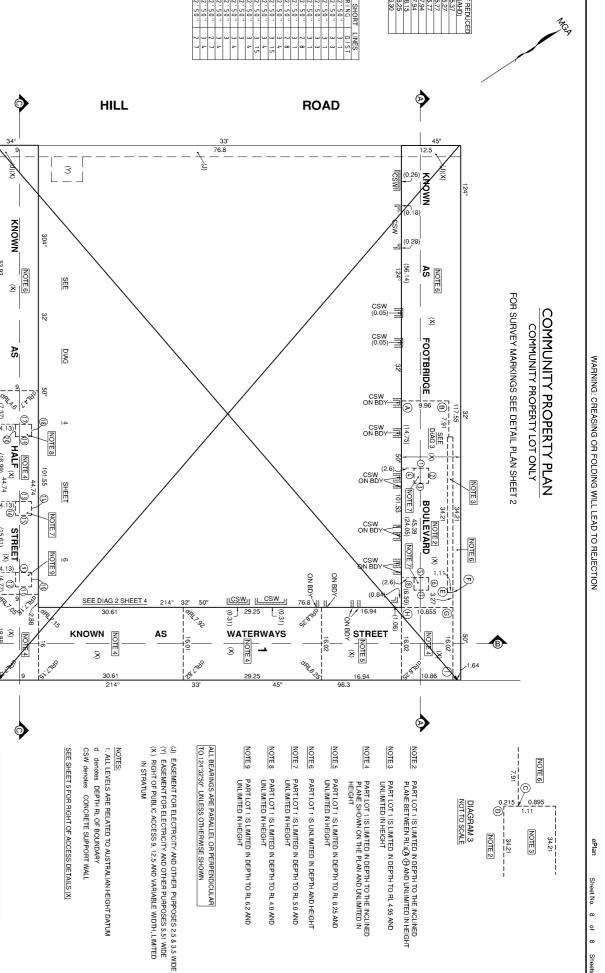
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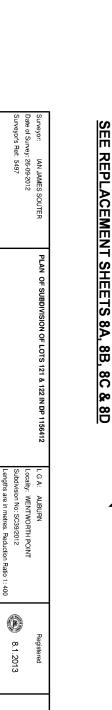






of 504





DP270778

53.93 304°

(16.99)

44.74

(15.61)

117.55

LOT NUMBER

LEVEL 1 & 2 1295m<sup>2</sup>

LEVEL 3 & ABOVE 3757m<sup>2</sup>

FLOOR LEVEL

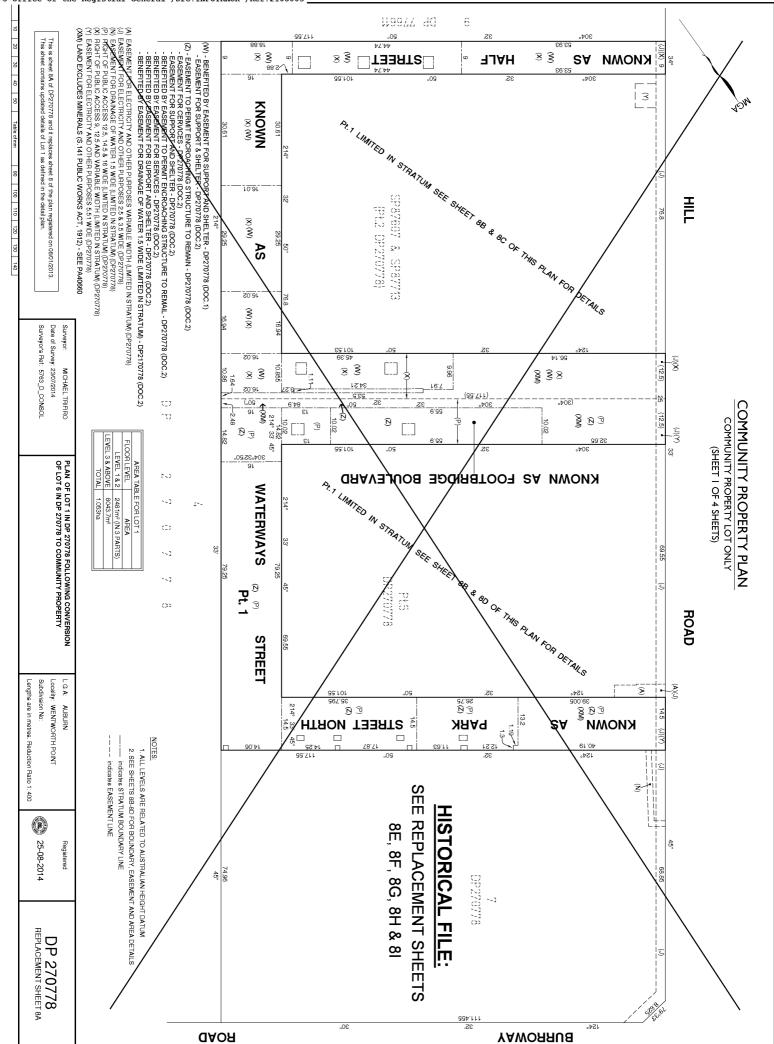
AREA TABLE

HISTORICAL FILE



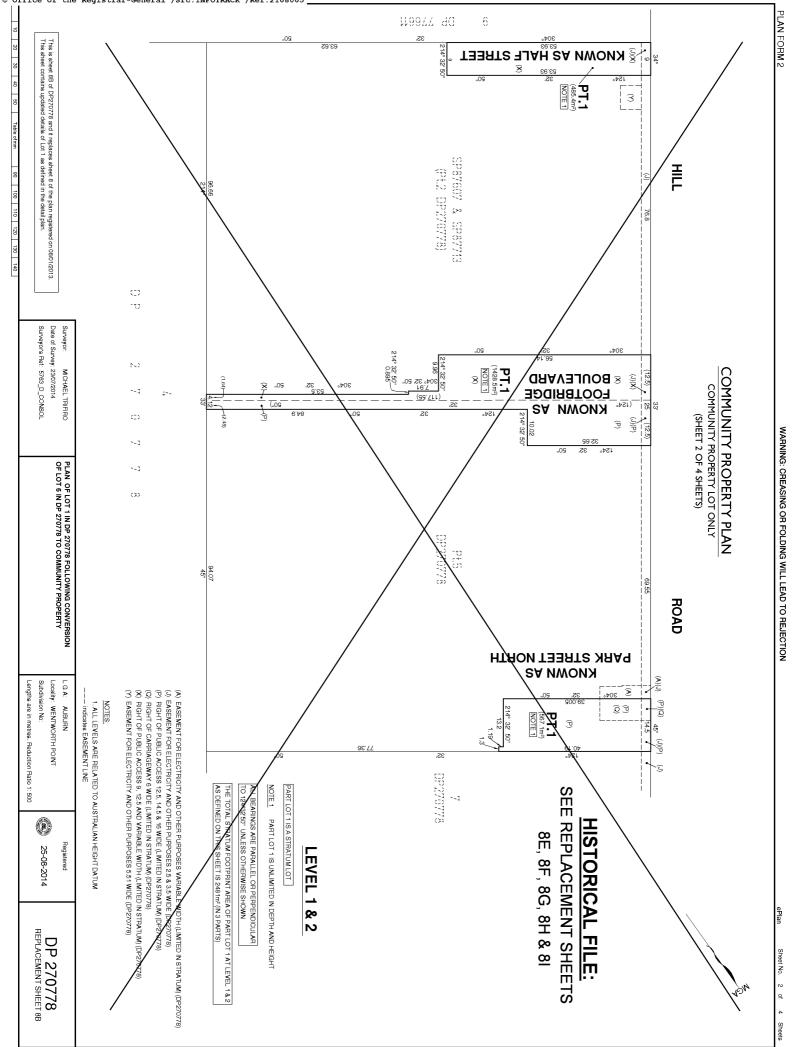
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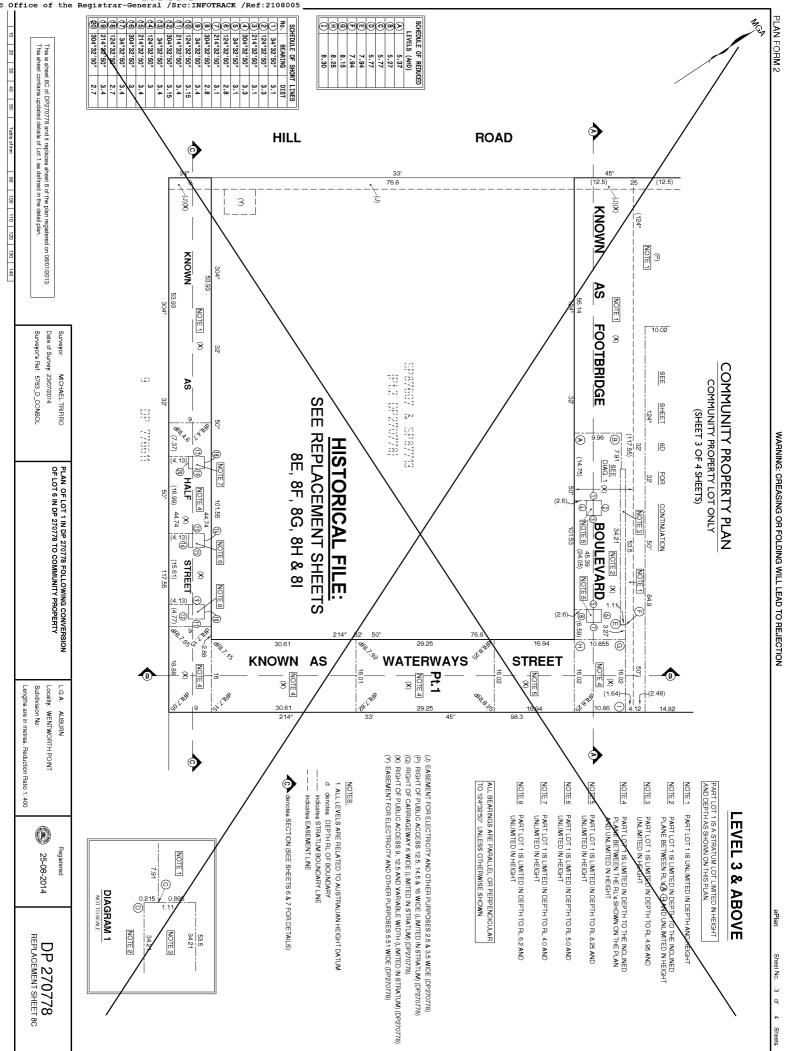
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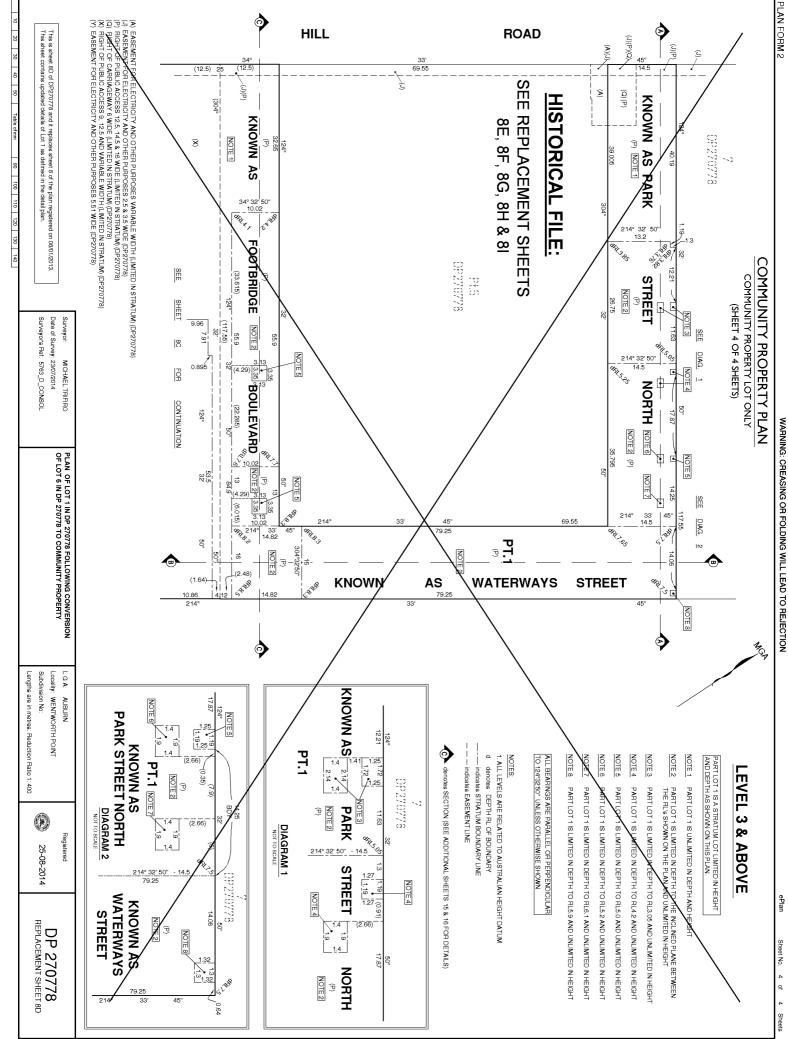
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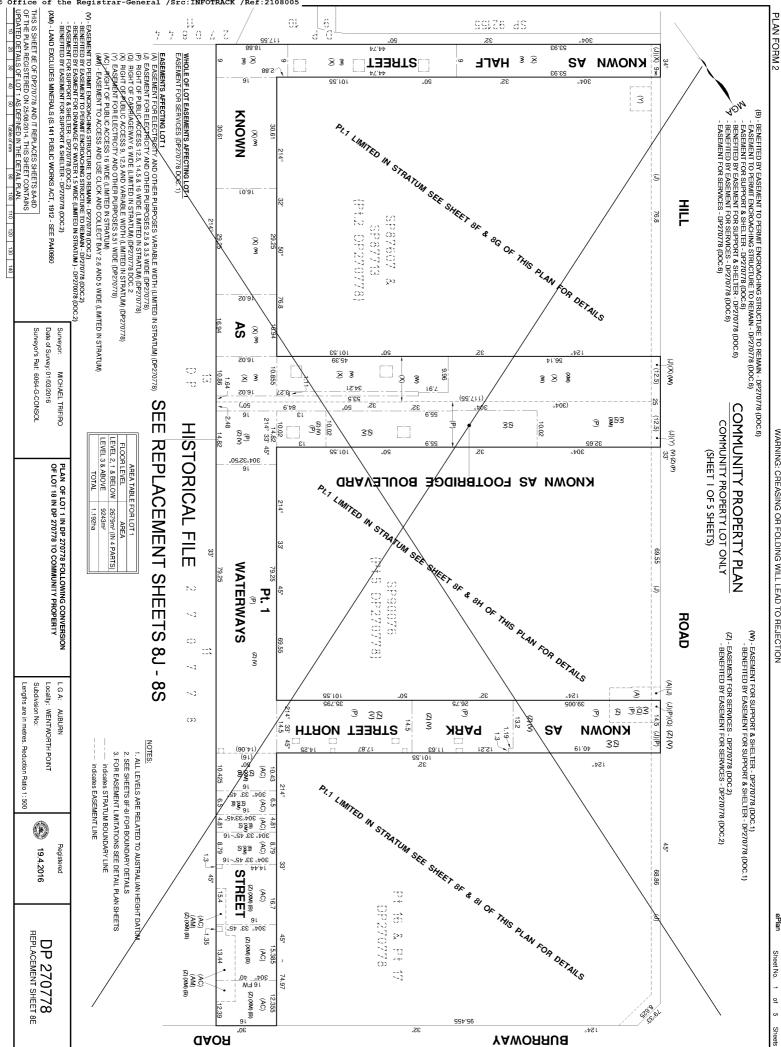
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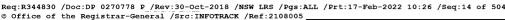


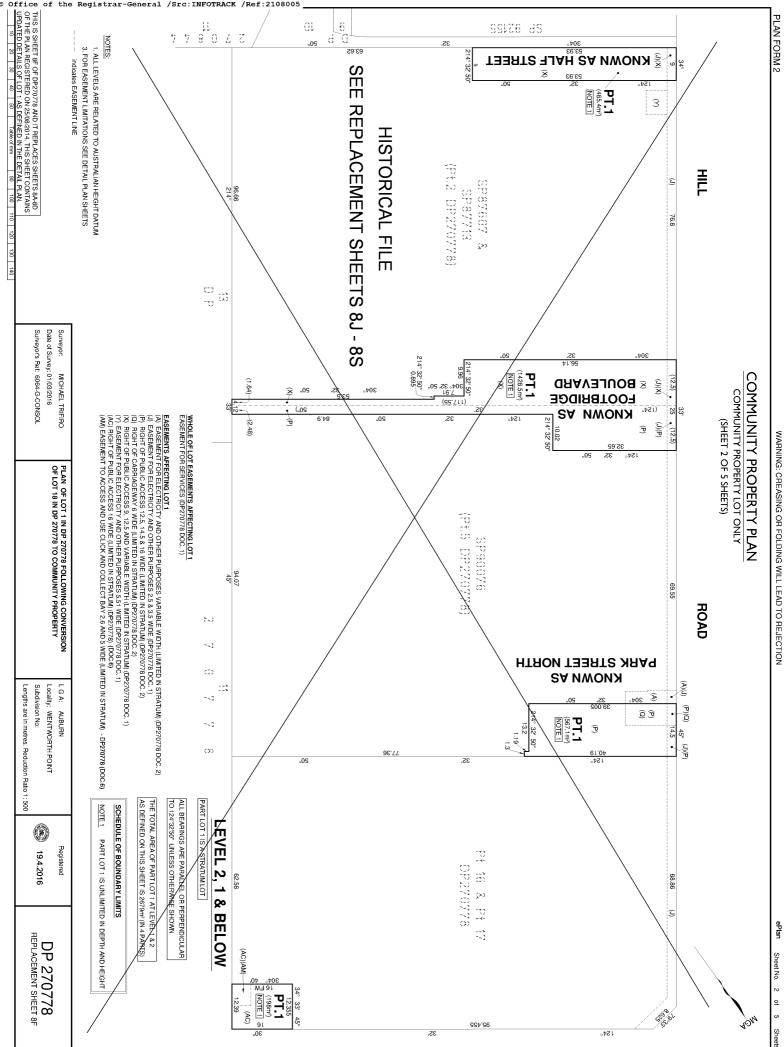


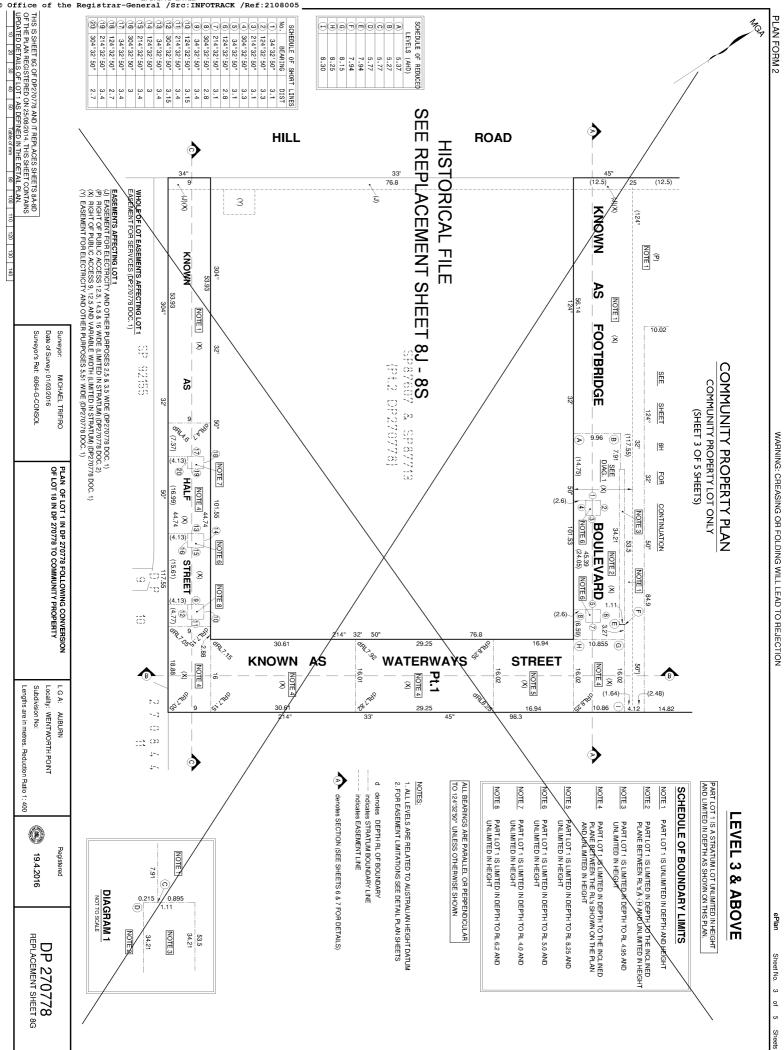
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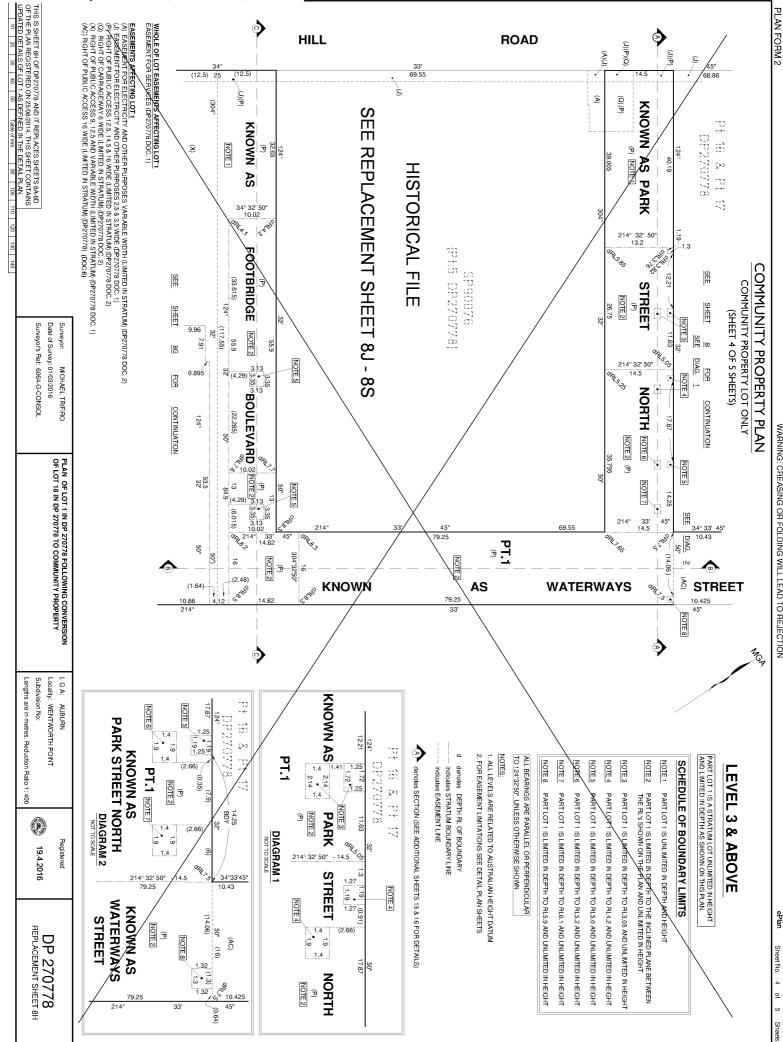
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ePlan Sheet No. 1 of 5

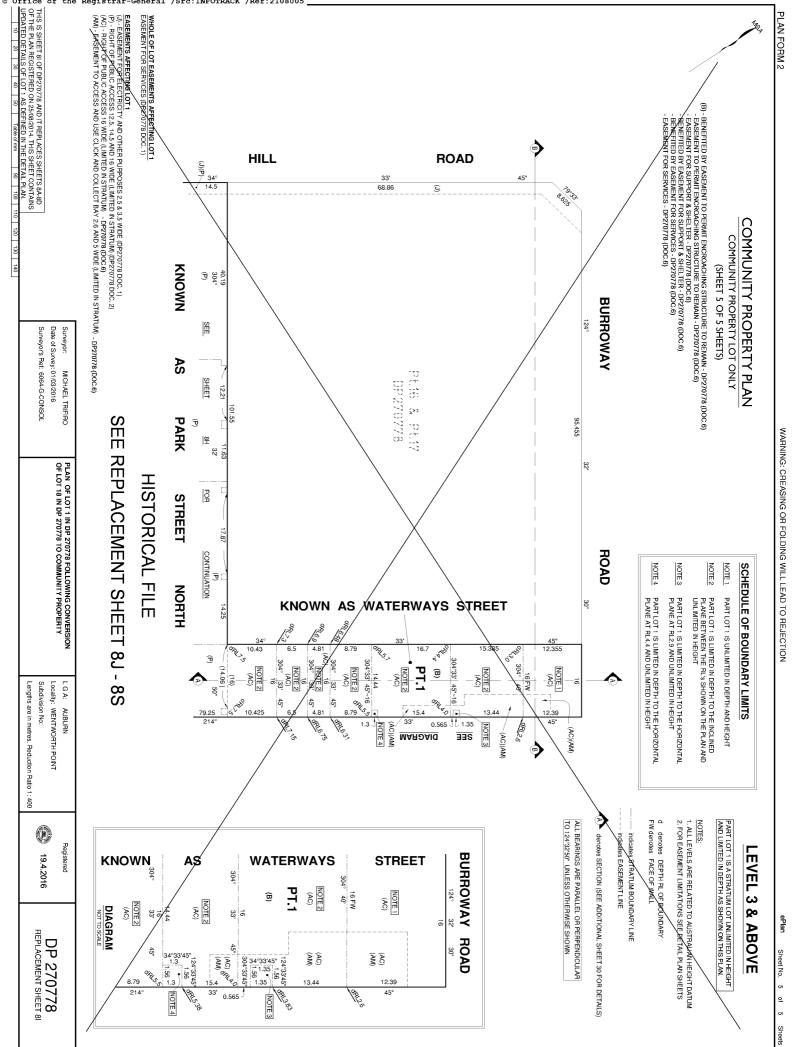


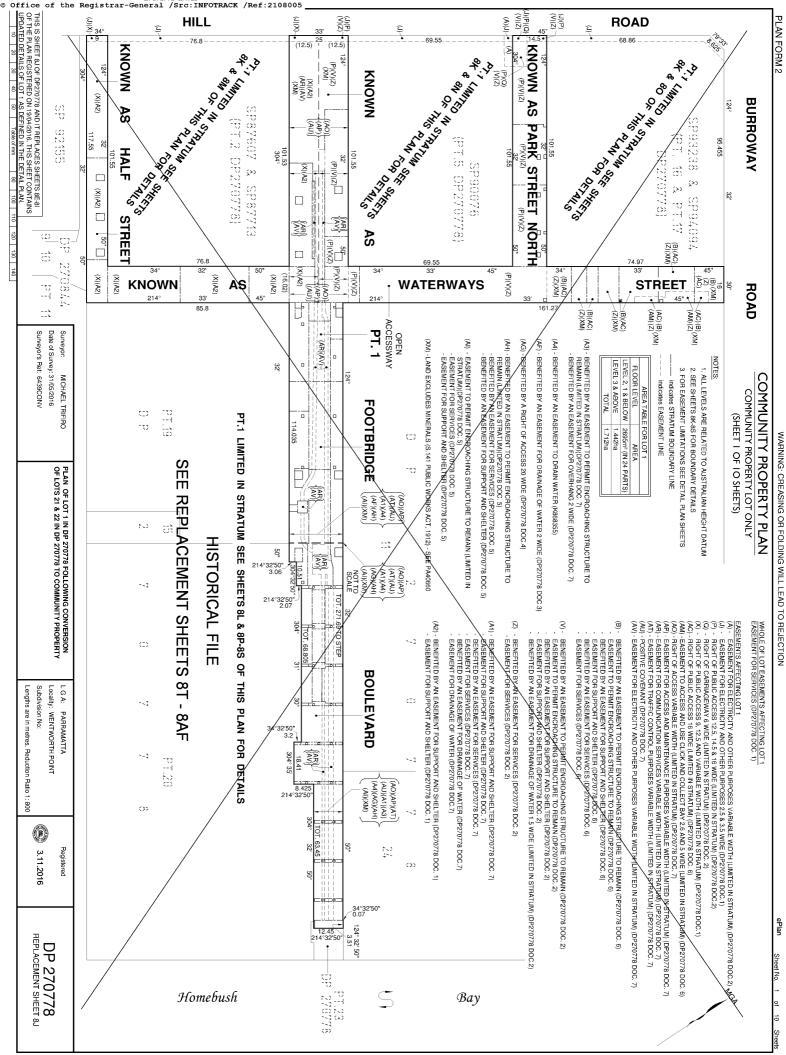


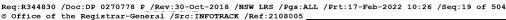




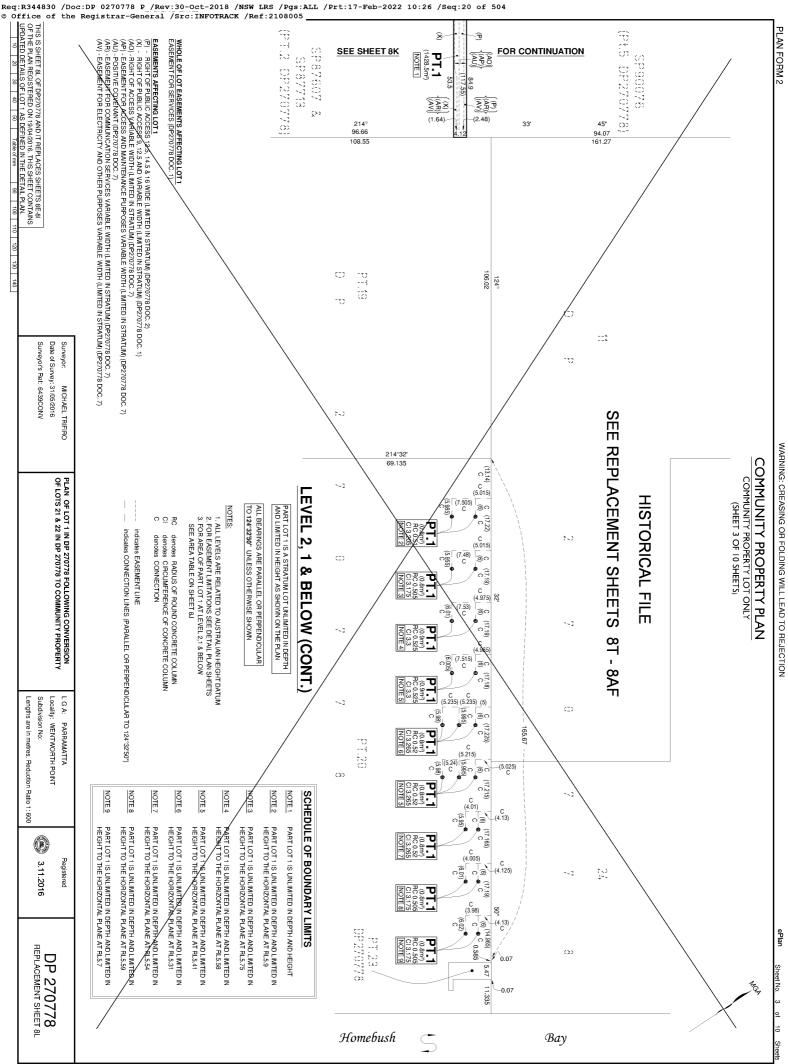
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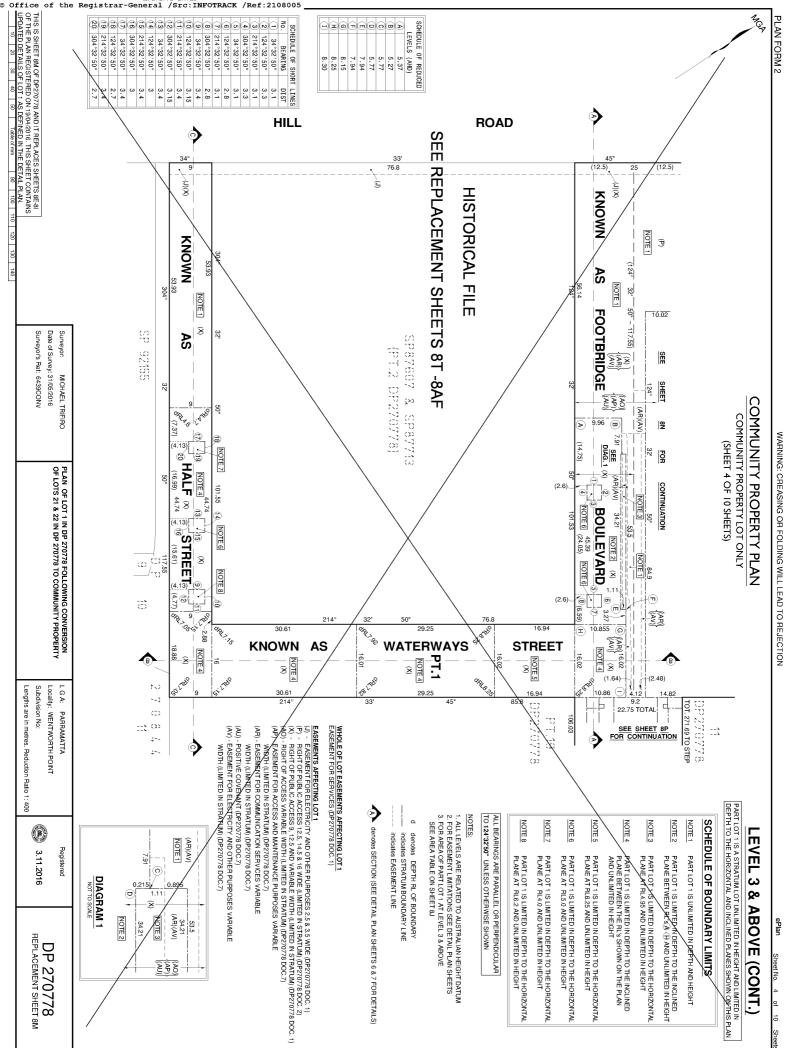




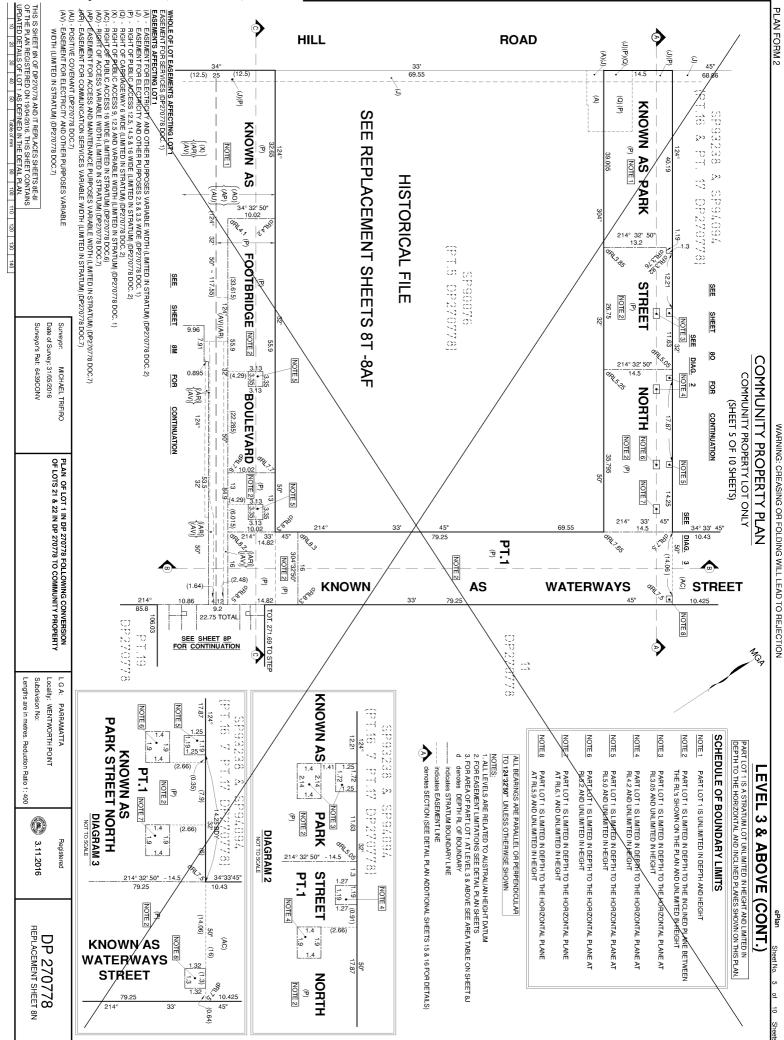


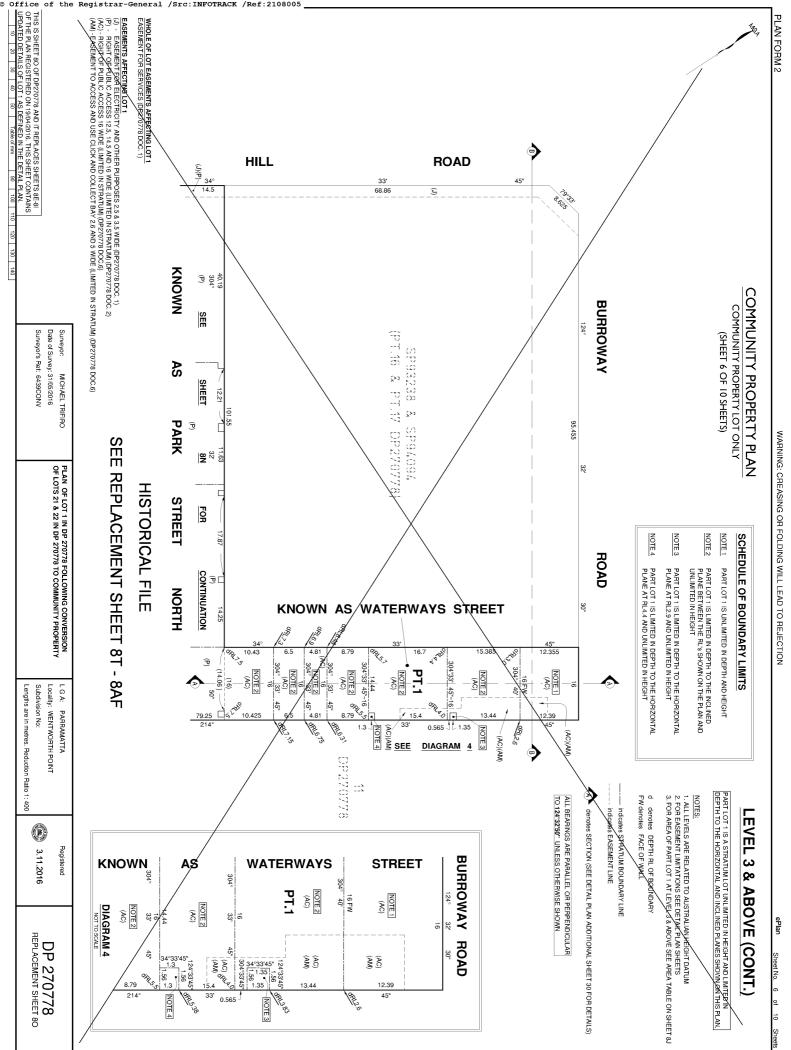
THIS IS SHEET 6K OF DP2/07/78 AND IT REPLACES SHEETS 8E-81 OF THE PLAN REGISTERED ON 19/04/2016. THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN. 10 20 30 40 50 Table of mm 50 100 10 6 (] 11 8 0 2 01 PLAN FORM 2 851-92166 dS 7 7 7 đ S9.63 T33ATS AJAH SA NWONN S ω PART LOT 1 IS A STRATUM LOT UNLIMITED IN HEIGHT AND DEPTH 8 TO 124°32'50" UNLESS OTHERWISE SHOWN ALL BEARINGS ARE PARALLEL OR PERPENDICULAR NOTEN SCHEDULE OF BOUNDARY LIMITS **SEE REPLACEMENT SHEETS 8T - 8AF PT.1** (485.4m<sup>2</sup>) NOTE 1 LEVEL 2, 1 & BELOW PART LOT 1 IS UNLIMITED IN DEPTH AND HEIGHT HISTORICAL FILE (PT.2 DP270778) HE 96.66 214° ŝ SP87607 & 0700772 76.8 108.55 CD 10 50 dr Surveyor's Ref: 6439CONV Date of Survey: 31/05/2016 Surveyor: SEE SHEET 8L FOR CONTINUATION (1428.34) NOTE 1 9.96 MICHAEL TRIFIRO (1.64)-BOULEVARD (12.5) 0.895 (X)(X) × 5.62 (AO)(AP)(AU) FOOTBRIDGE (92) 25 S∀ KNOWN a () P P NOTES: -(2.48) (J)(P) (AP) (AV) • (12.5) 1. ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM 2. FOR EASEMENT LIMITATIONS SEE DETAIL PLAN SHEETS 3. FOR EASEMONT LOT 1 AT LEVEL 2,1 & BELOW 10.02 P COMMUNITY PROPERTY PLAN WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION 154° 32' 50" SEE AREA TABLE ON SHEET &J indicates EASEMENT LINE 99°Z COMMUNITY PROPERTY LOT ONLY PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOTS 21 & 22 IN DP 270778 TO COMMUNITY PROPERTY (SHEET 2 OF 10 SHEETS) (PT.5 DP270778) SP90076 94.07 33' 69.55 ROAD 10 WHOLE OF LOT EASEMENTS AFFECTING LOT 1 EASEMENT FOR SERVICES (DP270778 DOC. 1) - - 3 РАЯК ЗТЯЕЕТ ИОЯТН  $\sim$ **SA NWONX** (A)(J) Locality: WENTWORTH POINT L G A: PARRAMATTA Subdivision No: Lengths are in metres. Reduction Ratio 1: 500 è --3 (P)(Q) • Q P **PT\_1** (567.1m<sup>2</sup>) NOTE 1 9 14.5 • 1.19′ 1.3′ 45<sub>1</sub> (J)(P) 161.27  $\infty$ 61.0 9E.T 0THER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC. 7) (PT. 16 & PT. 17 DP270778) 3.11.2016 76076dS % %5256dS Registered 62.58 45" 68.86 WATERWAYS KNOWN AS STREET ePlan **REPLACEMENT SHEET 8K** DP 270778 (AC)(AM) Sheet No. .0+ .+00 M3 91 (198m<sup>2</sup>) (12.355 (12.355 (12.355) 12.39 9 ß 529°61 (AC) 10 NOW 954.86 35. ۱54°

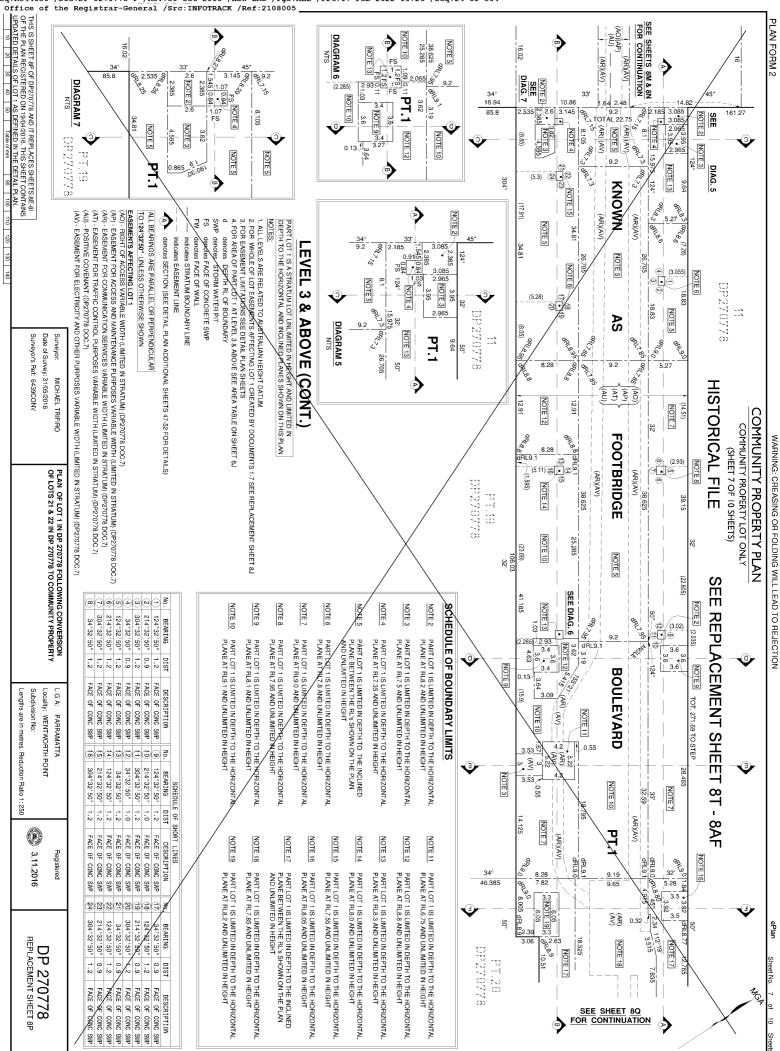


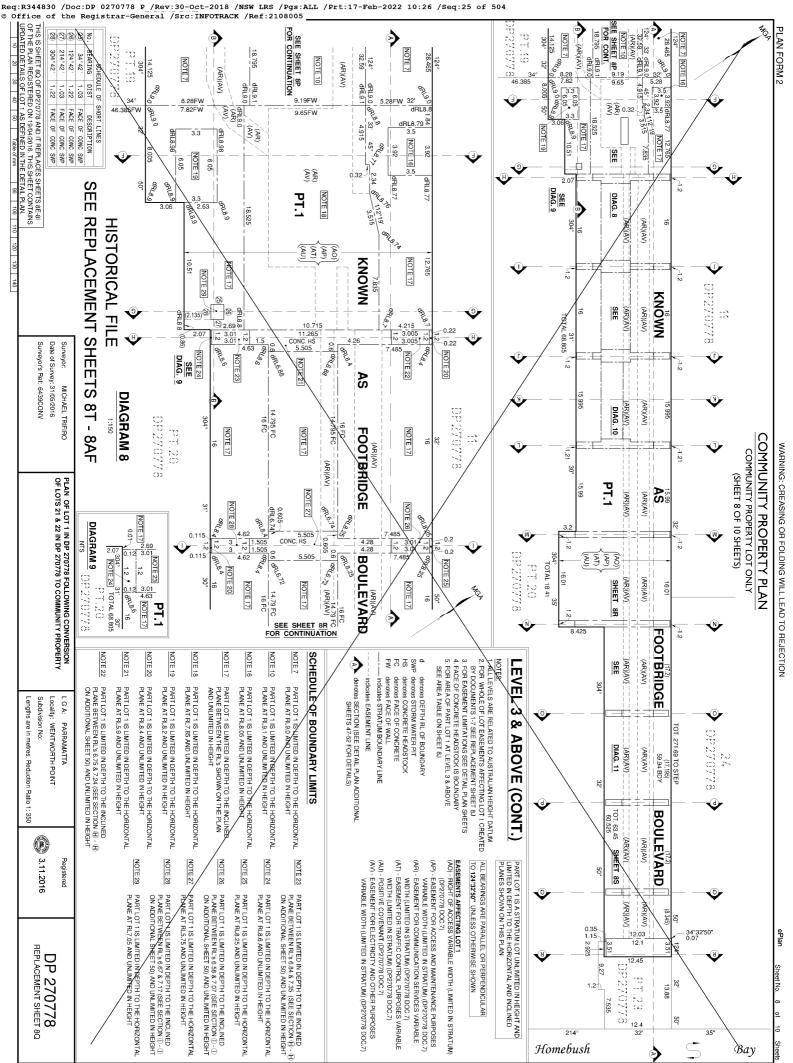


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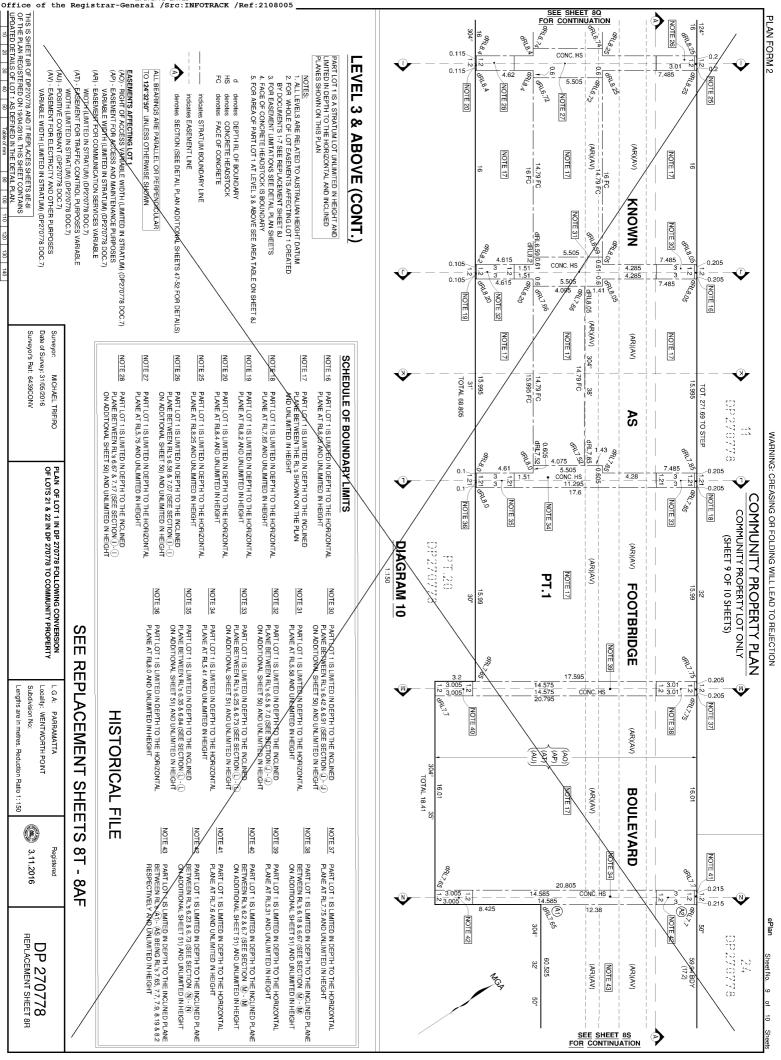


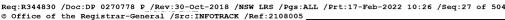


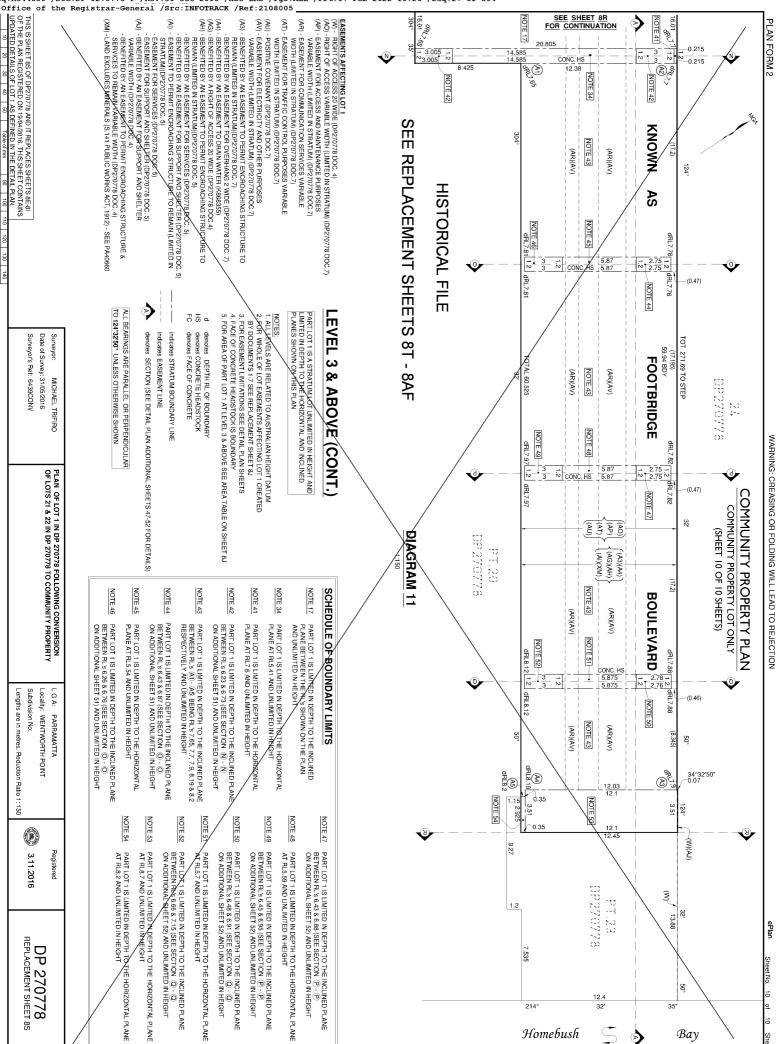


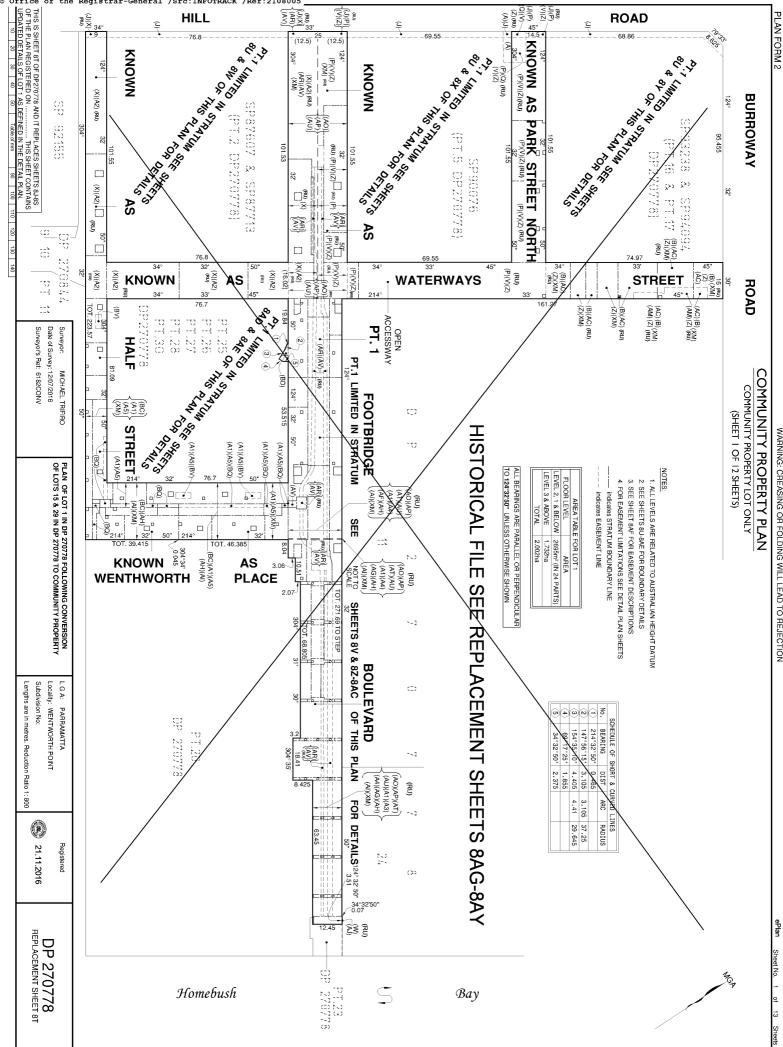


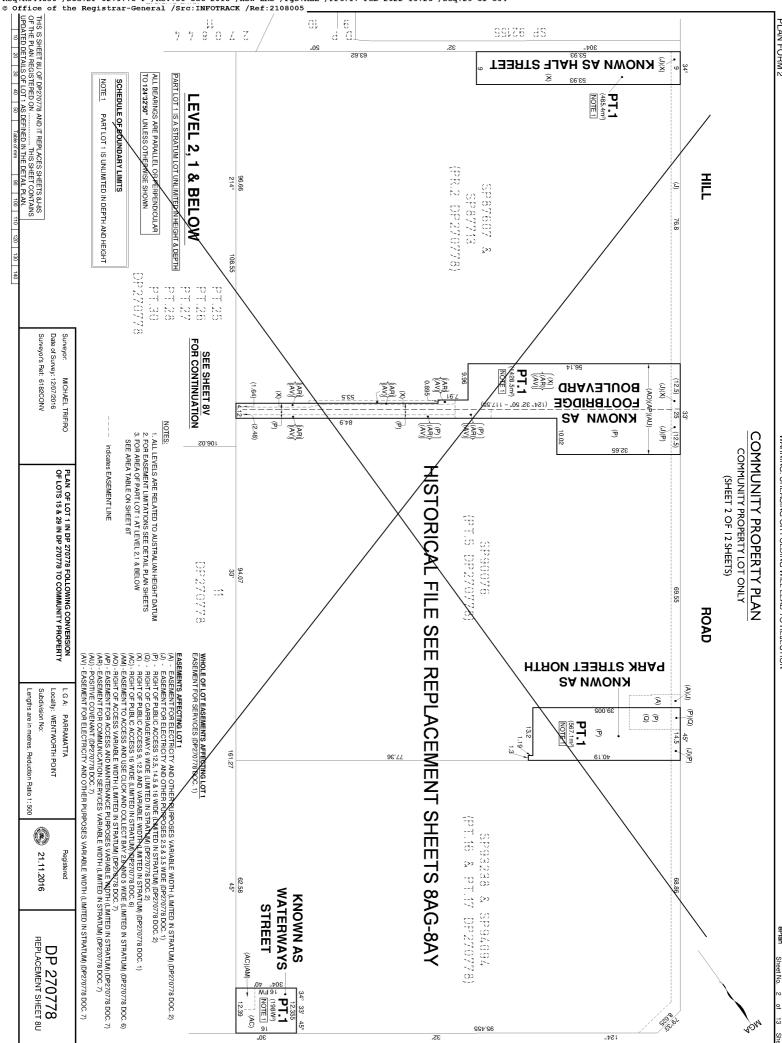
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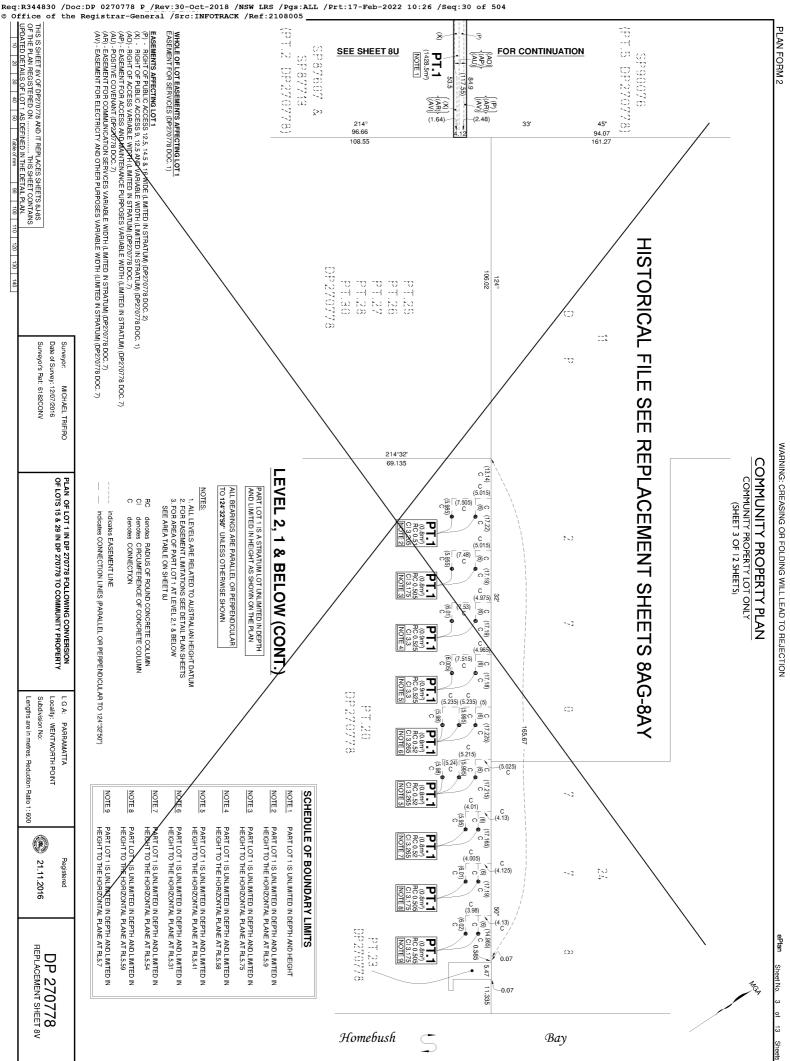


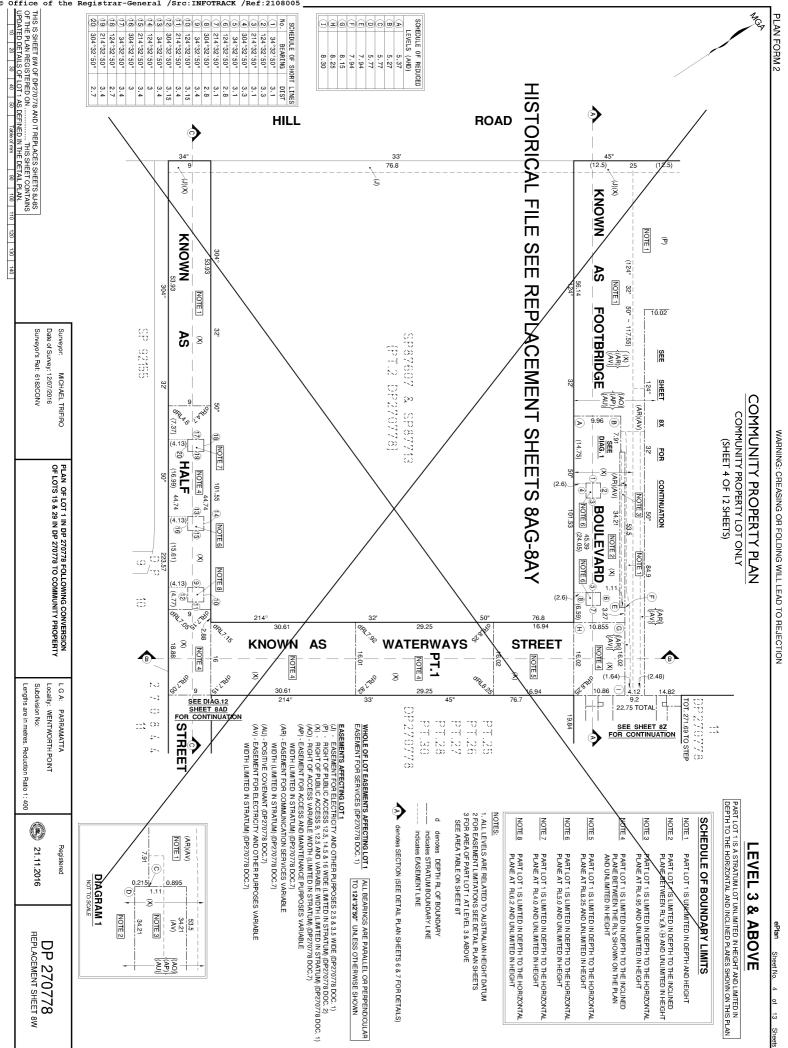
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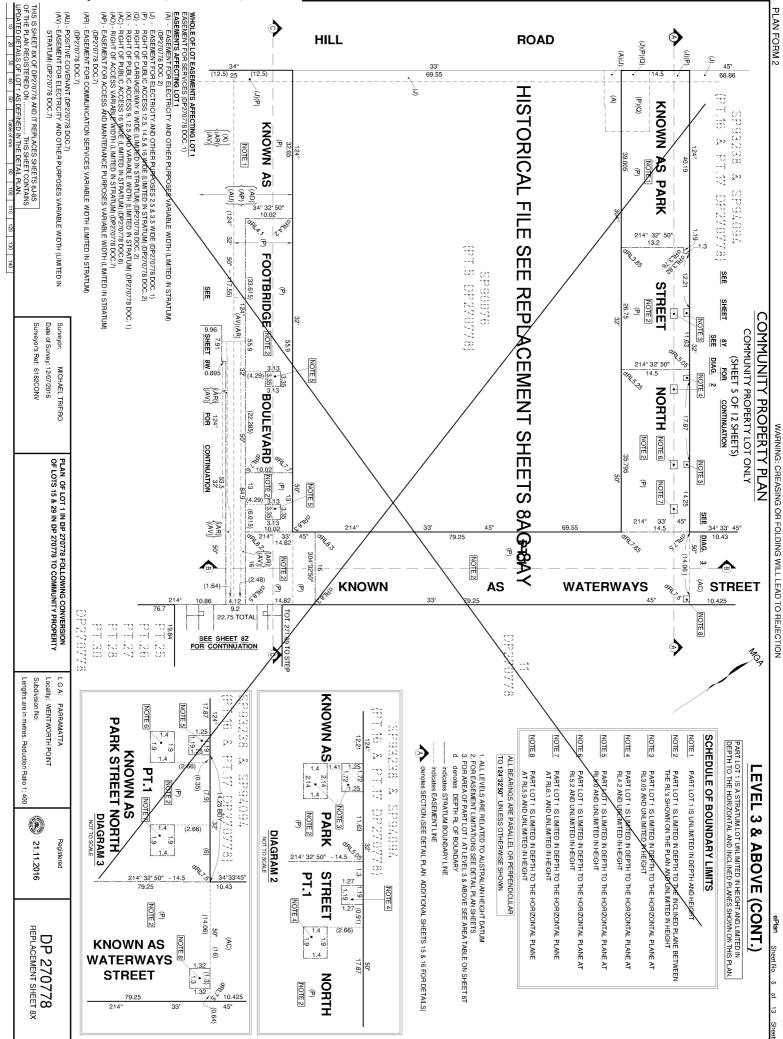
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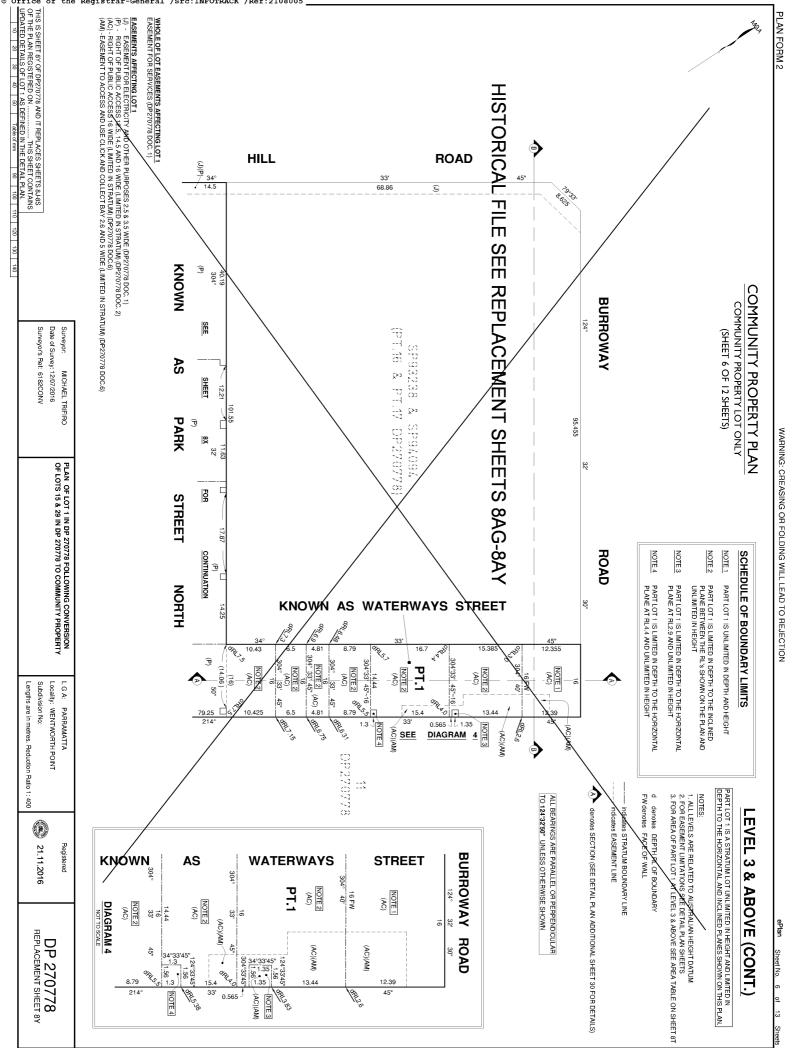
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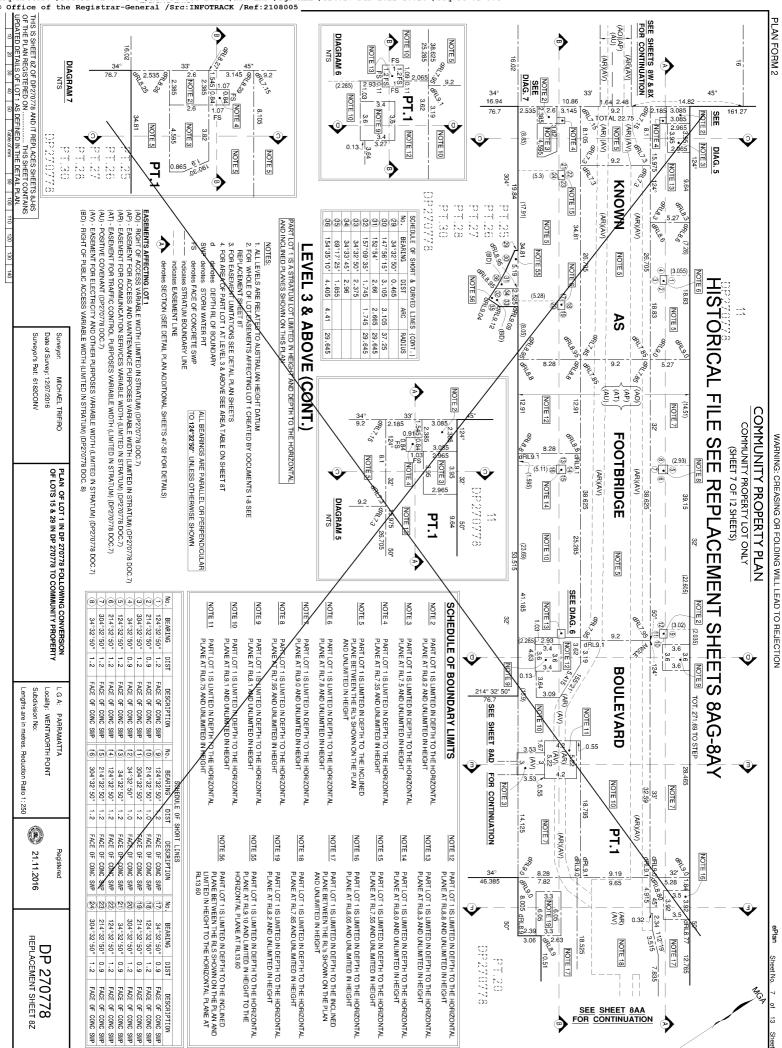
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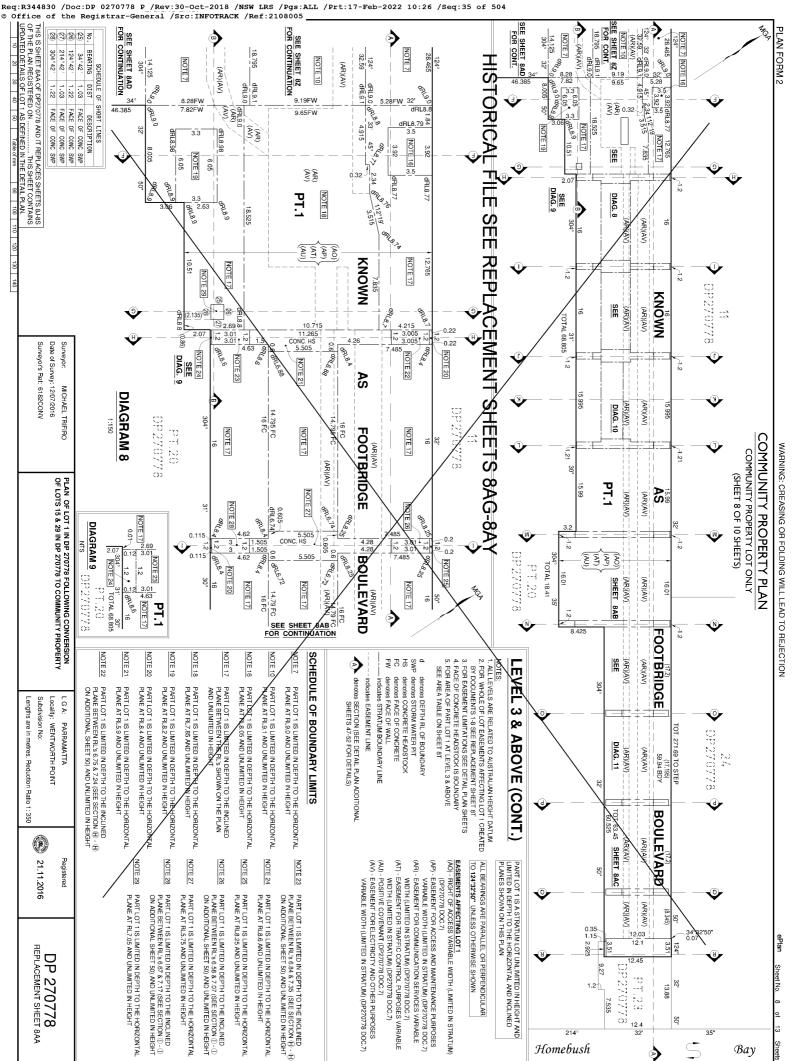






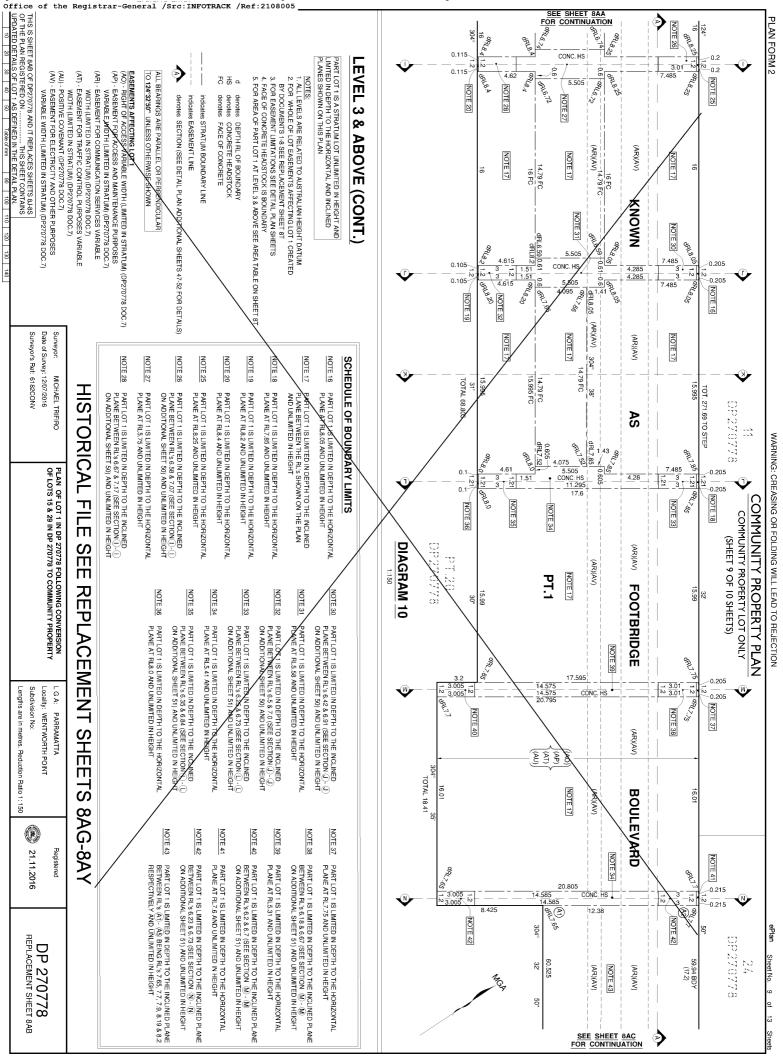


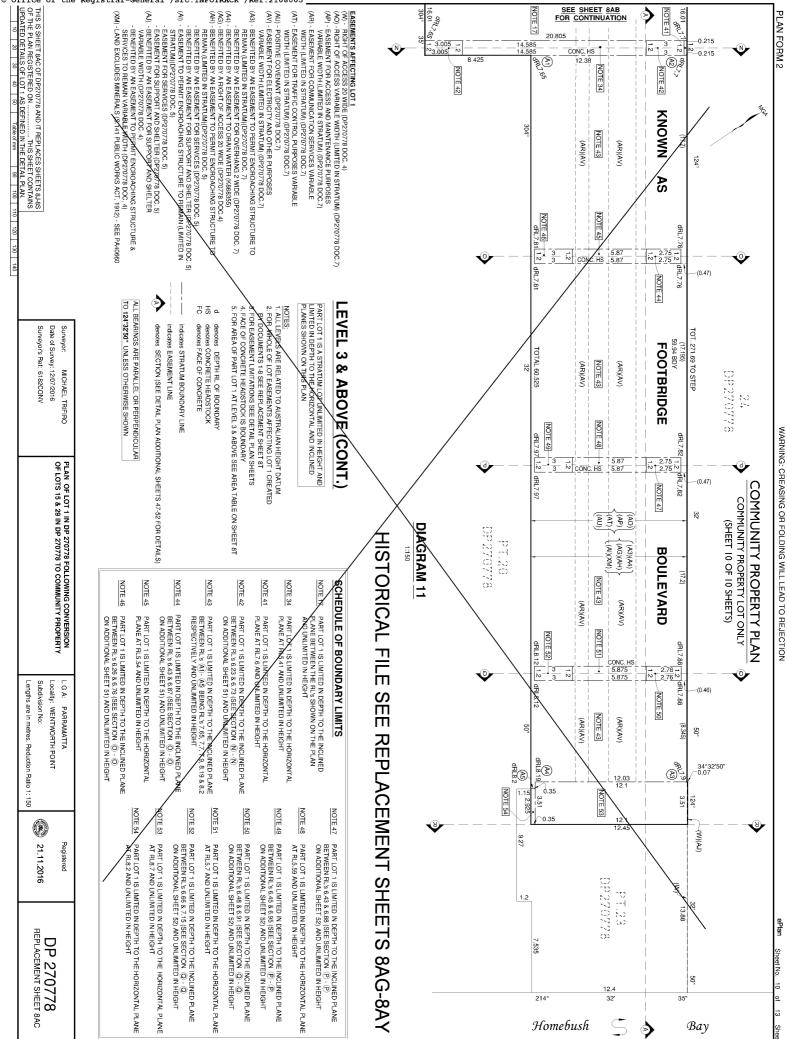
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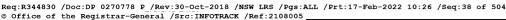
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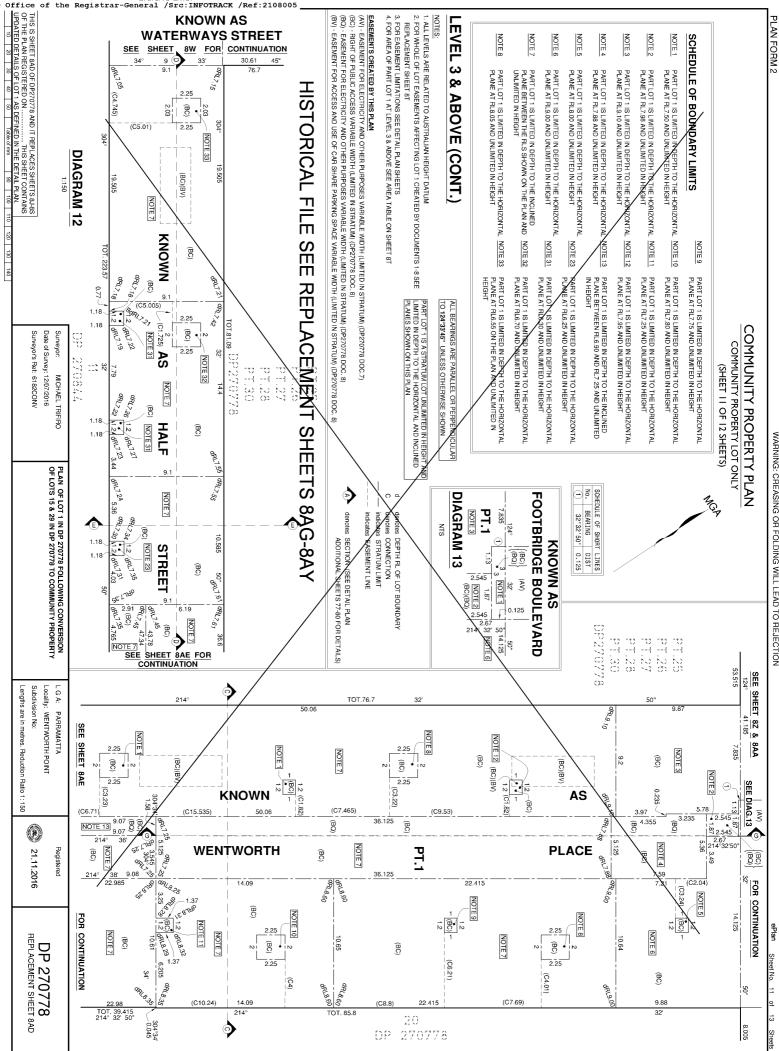
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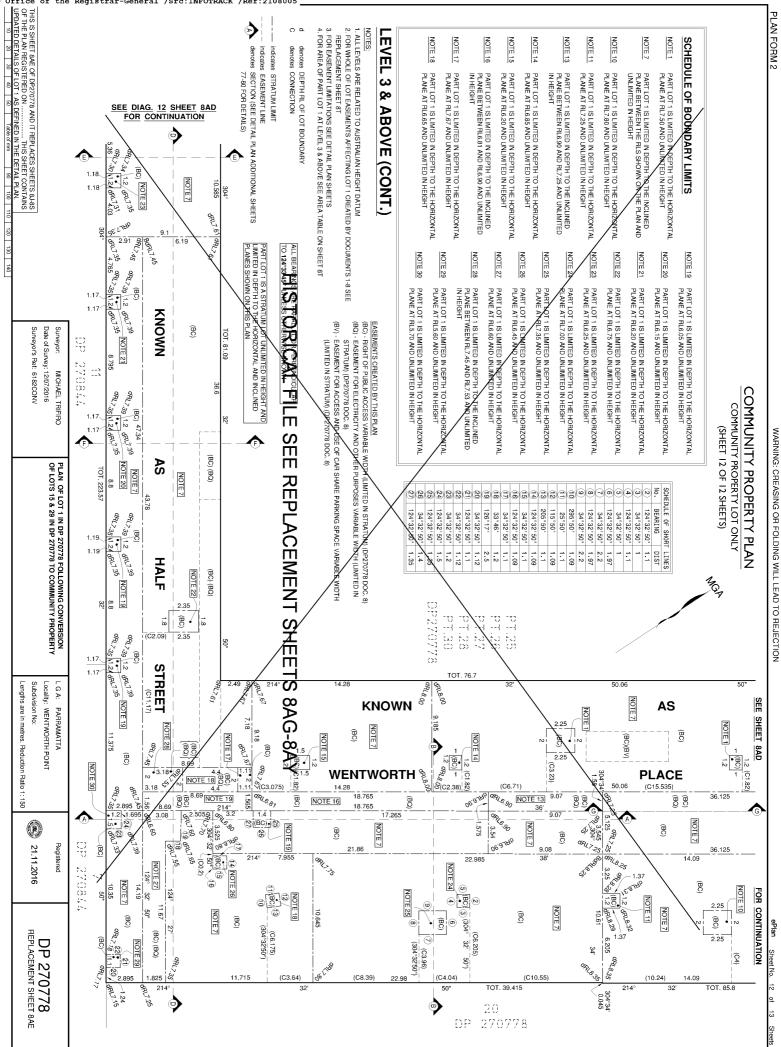


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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



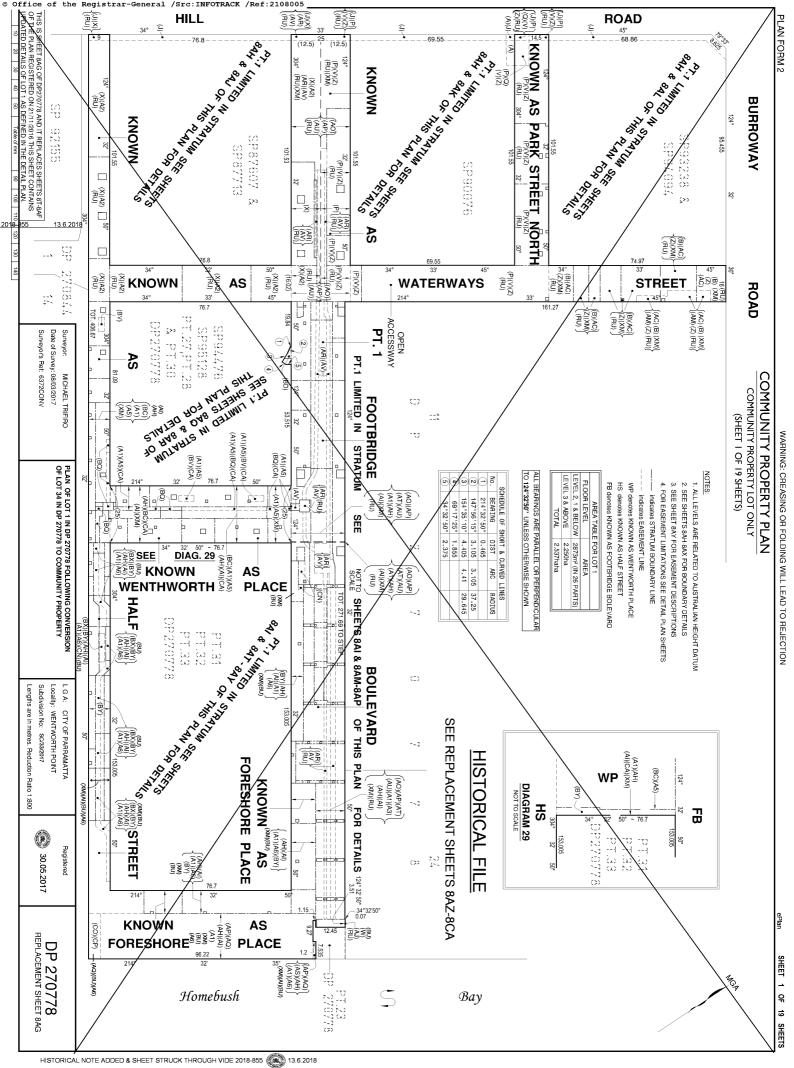
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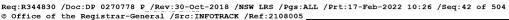
			0-Oct-2018 /NSW LRS /Pgs:ALL rc:INFOTRACK /Ref:2108005	L /Prt:17-Feb-2022 10:26 /Seq:40 of 504
10 20 30 40 50 Table of mm 90 100 110 120 130 140	Surveyor: MICHAEL1 Date of Surveyor: Date of Surveyors Perf 2007/2016 Surveyor's Perf 6182CON1 THIS IS SHEET BAF AND IT CONTAINS UPDATED DETAILS OF LOT 1	HISTORICAL FILE		<ul> <li>WHOLE OF LOT EASEMUTE AFFECTING LOT I</li> <li>EXEMPT FOR ESERVICES (JPE27078 DOC. 1)</li> <li>EXEMPT FOR ESERVICES (JPE27078 DOC. 2)</li> <li>EXEMPT FOR ESERVICES (</li></ul>
	RIFIRO	ILE SEE REPLACEMENT		D IN STHATUM) (DP270778 DOC.2) DOC.2) DP270778 DOC. 1) TED IN STHATUM) (DP270778 DOC. 6) TED IN STHATUM) (DP270778 DOC. 7) HATUM) (DP270778 DOC. 7) OC. 8) D IN STHATUM) (DP270778 DOC. 8) IN STHATUM) (DP270778 DOC. 8) IN STHATUM) (DP270778 DOC. 8) IN (DP270778 DOC. 2) THATUM) (DP270778 DOC. 2) THATUM) (DP270778 DOC. 2)
	PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOTS 15 & 29 IN DP 270778 TO COMMUNITY PROPERTY	EMENT SHEETS 8AG-8AY		<ul> <li>(A3) - BENEFITED BY AN E</li> <li>BENEFITED BY AN E</li> <li>(A4) - BENEFITED BY AN E</li> <li>(A5) - BENEFITED BY AN E</li> <li>BENEFITED BY AN E</li> <li>CASEMENT FOR SEF</li> <li>(A6) - BENEFITED BY AN E</li> <li>BENEFITED BY AN E</li> </ul>
	L G A: PARRAMATTA Locality: WENTWORTH POINT Subdivision No: Lengths are in metres. Reduction Ratio 1: 150	AG-8AY		<ul> <li>(A9). BENEFITED BY AN EASEMENT TO PERMIT ENGROACHING STRUCTURE TO REMAIN (LIMITED IN STRUTUM)(DP270778 DOC. 7).</li> <li>(A4). EBEFITED BY AN EASEMENT TO DAMI WATER (H88353).</li> <li>(A5). BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 8).</li> <li>(A6). BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 9).</li> <li>(A6). BENEFITED BY AN EASEMENT FOR DAMAGE OF WATER 2 WJEF (DP270778 DOC. 9).</li> <li>(A6). BENEFITED BY AN EASEMENT FOR DAMAGE OF WATER 2 WJEF (DP270778 DOC. 9).</li> <li>(A7). BENEFITED BY AN EASEMENT FOR DAMAGE OF WATER 2 WJEF (DP270778 DOC. 9).</li> <li>(A6). BENEFITED BY AN EASEMENT FOR DAMAGE OF WATER 2 WJEF (DP270778 DOC. 5).</li> <li>(A6). BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 5).</li> <li>(A6). BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 5).</li> <li>(A7). EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 5).</li> <li>(A8). BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 5).</li> <li>(A9). EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 5).</li> <li>(A8). BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 5).</li> <li>(A9). EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 5).</li> <li>(A9). EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 4).</li> <li>(A9). ENDERTIED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 4).</li> <li>(A9). EMERTIED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 4).</li> <li>(A0). LAND FUELDED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 4).</li> <li>(A9). EMERTIED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 4).</li> <li>(A9). EMERTIED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 4).</li> <li>(A9). EMERTIED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC. 4).</li> <li>(A0). LAND FUELDED STANDER FOR STRUCTURE STRUC</li></ul>
	Registered 21.11.2016			TO REMAIN (LIMITED IN STRATU .7) DOC.8) DOC.8) TO REMAIN (LIMITED IN STRATU D IN STRATUM)(DP270778 DOC. ED IN STRATUM)(DP270778 DOC. & SERVICES TO REMAIN VARIAE & SERVICES TO REMAIN VARIAE 40660
	DP 270778 REPLACEMENT SHEET 8AF			JM(DP270778 DOC. 7) JM(DP270778 DOC. 5) .5) 3LE WIDTH (DP270778 DOC. 4)

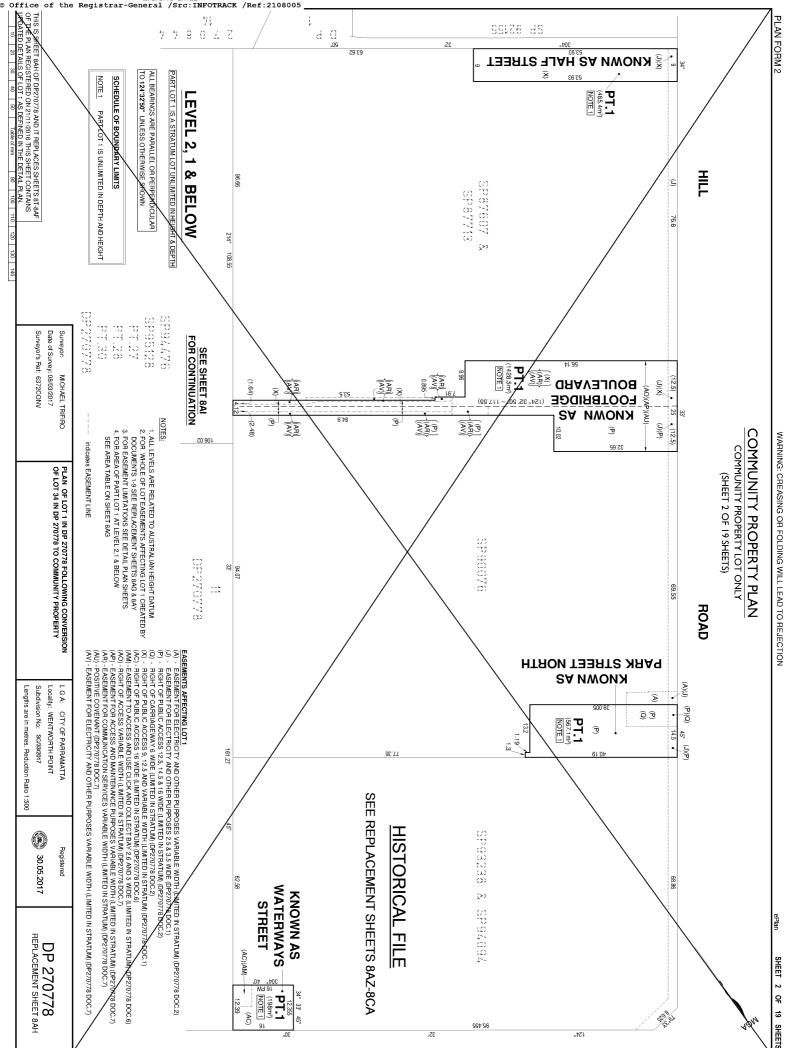
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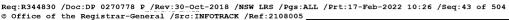
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

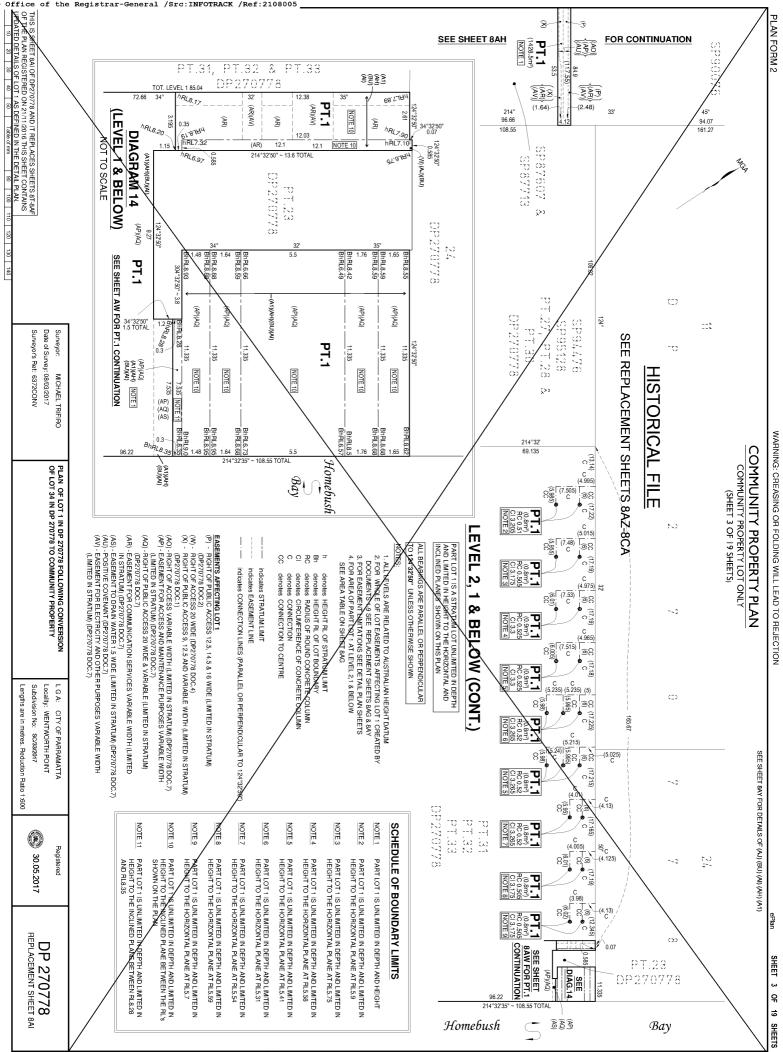
ePlan Sheet No. 13 of 13 Sheets

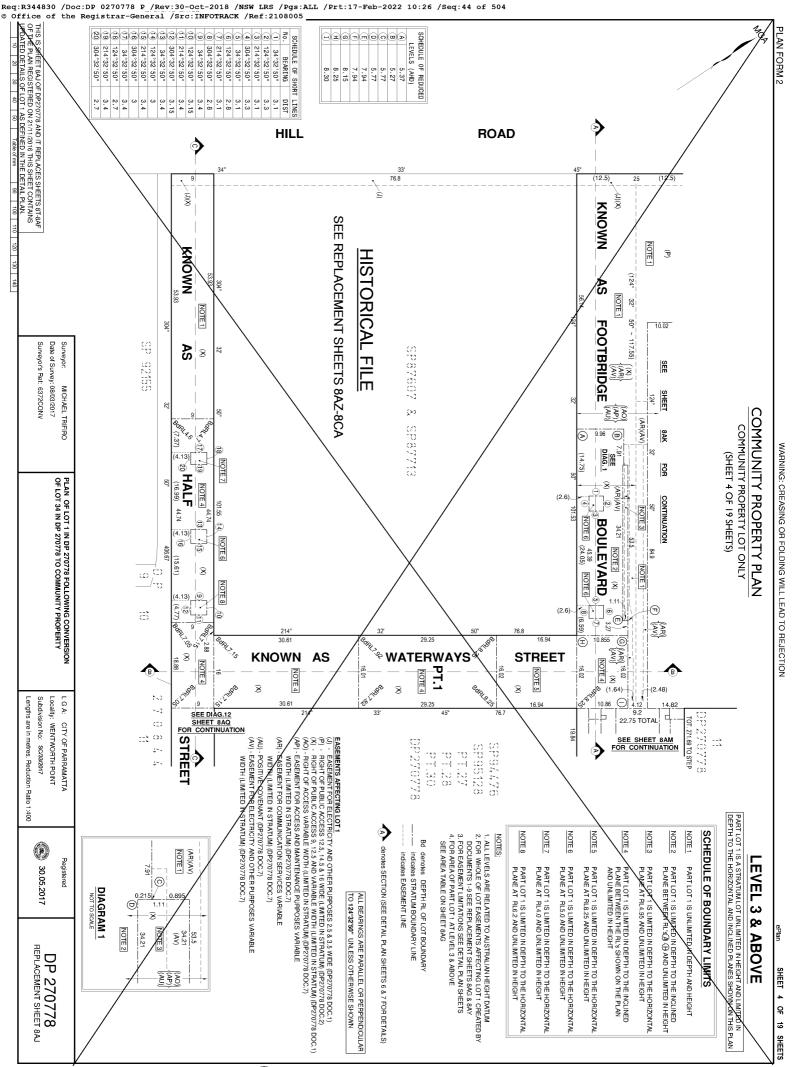




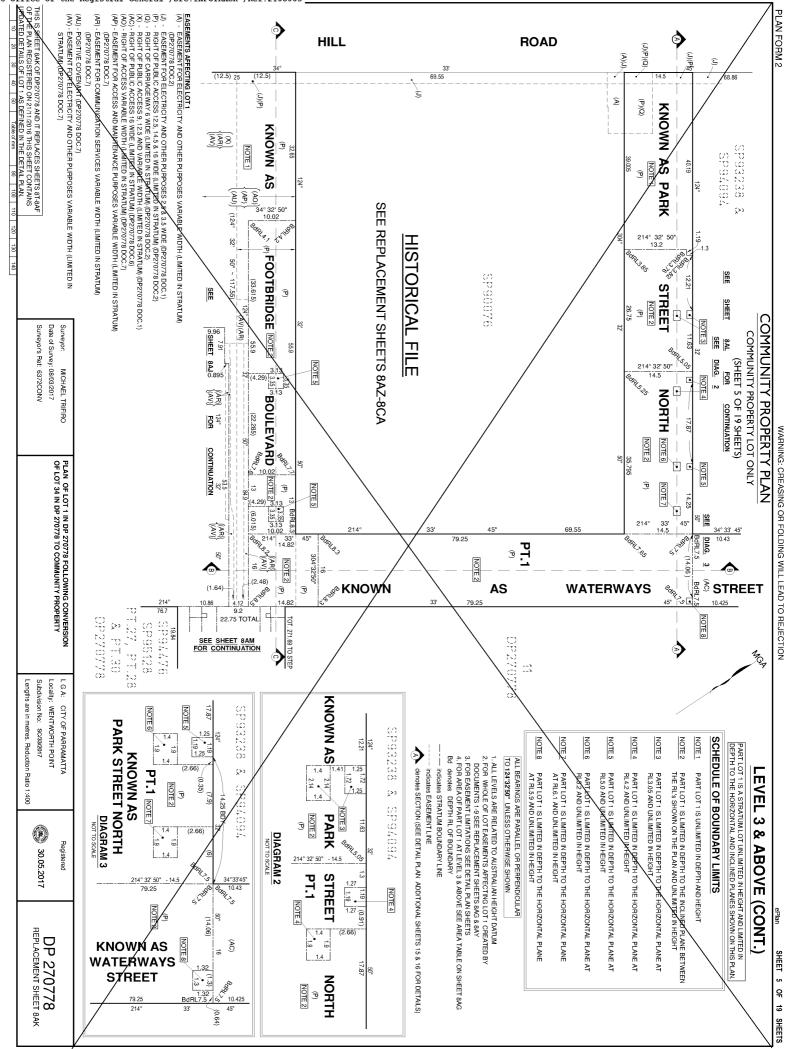


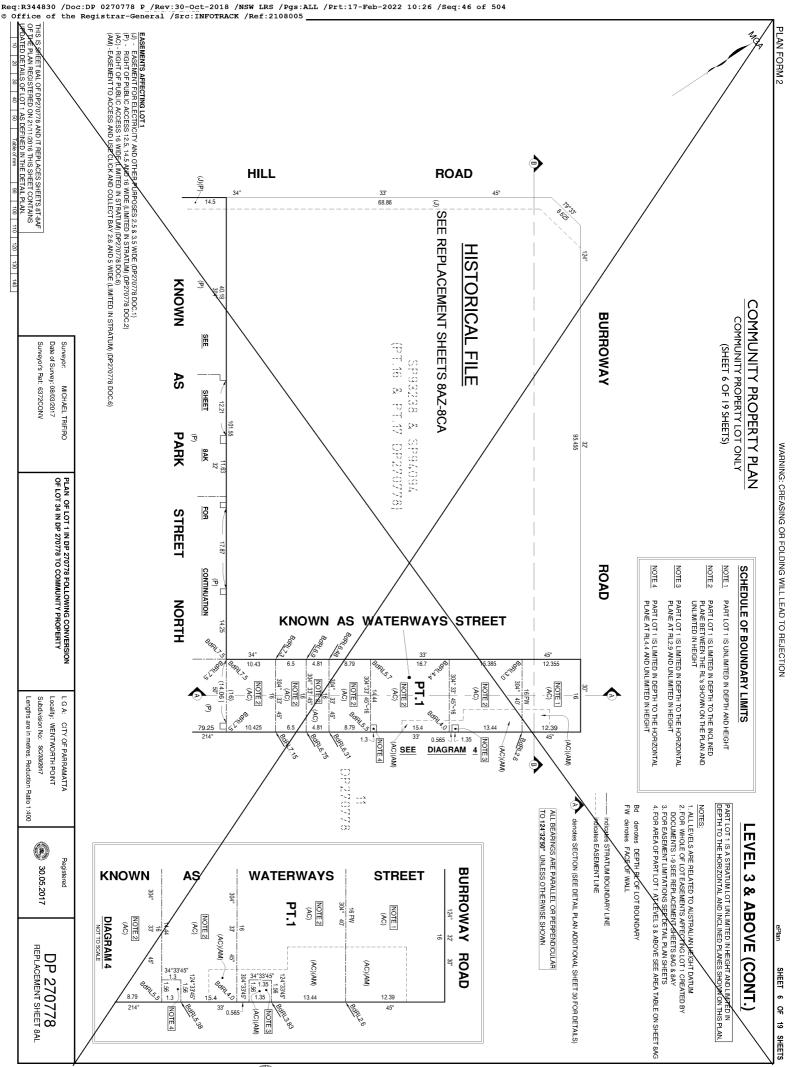


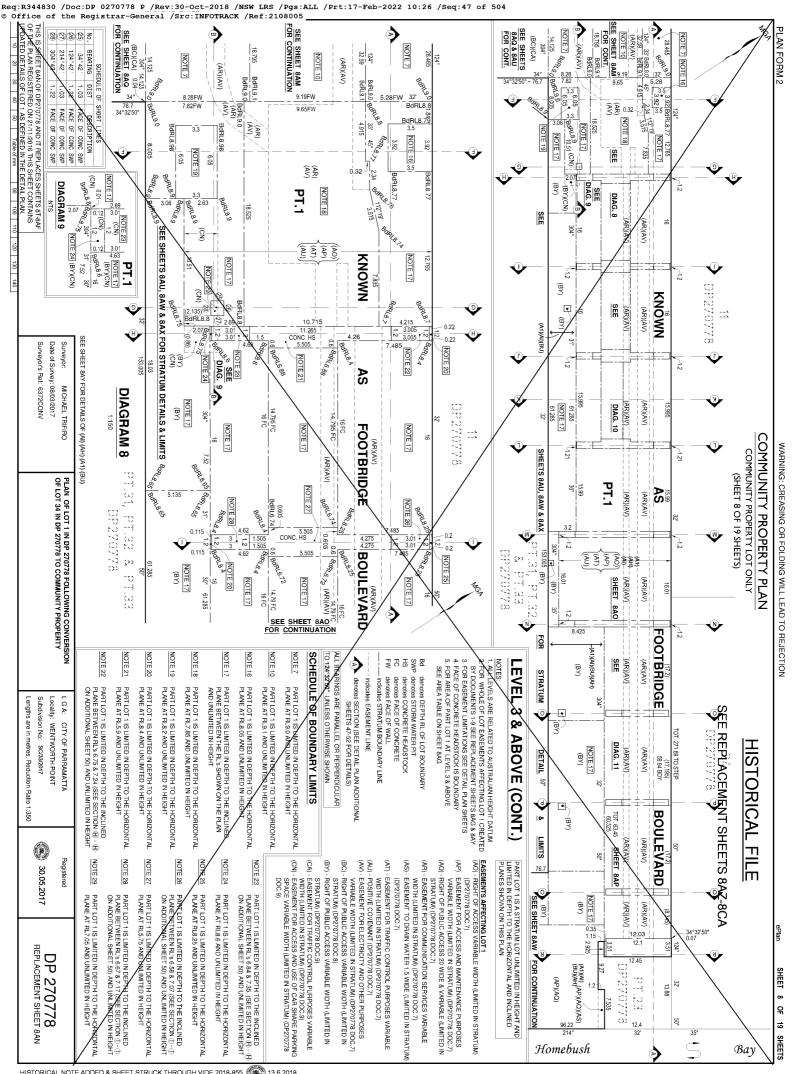




HISTORICAL NOTE ADDED & SHEET STRUCK THROUGH VIDE 2018-855 🚳 13.6.2018

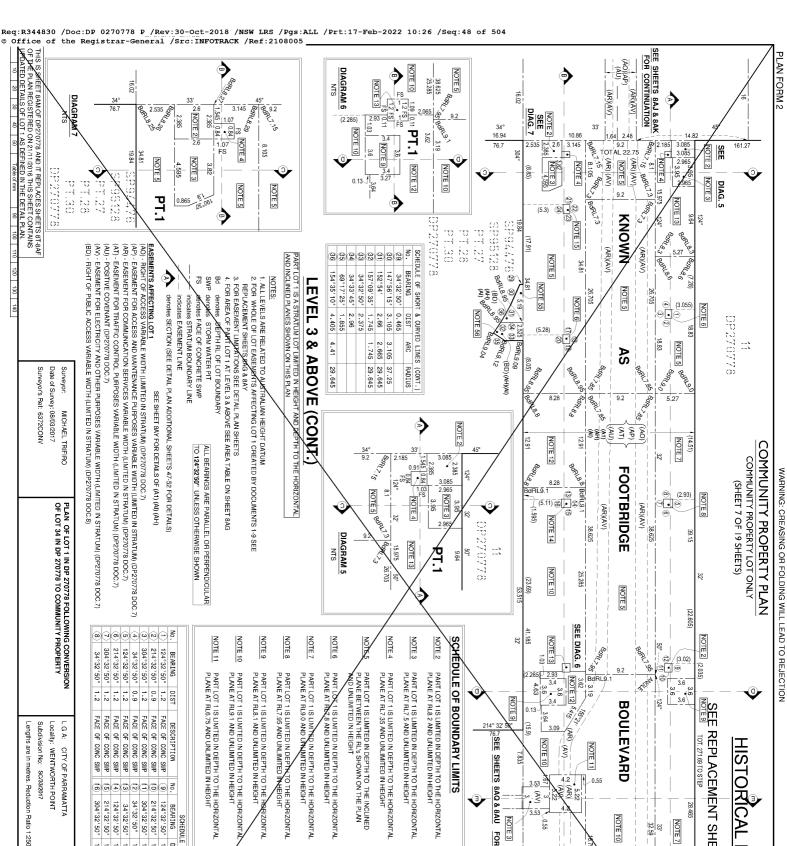






30-Oct-2018 /NSW LRS /Doc:DP 0270778 P /Rev /Prt:17-Feb-2022 10:26 /Seq:47 of 504

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SHEET 7 OF 19 SHEETS

MGR

SCHEDULE OF BOUNDARY LIMITS PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.5 AND UNLIMITED IN HEIGHT PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL8.2 AND UNLIMITED IN HEIGHT PART LOT 1 IS LIMITED IN DEPTY TO THE HORIZONTAL PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.75 AND UNLIMITED IN HEIGHT PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAD PLANE AT RL8.1 AND UNLIMITED IN HEIGHT PART LOT 1 IS LIMITED IN DEPTH TO THE PLANE AT RL7.95 AND UNLIMITED INHEIGHT PLANE AT RL9.0 AND UNLIMITED IN HEIGHT PLANE AT REV.8 AND UNLIMITED IN HEIGHT PLANE BETWEEN THE RL's SHOWN ON THE PLAN PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.35 AND UNLIMITED IN HEIGHT PLANE AT RL9.1 AND UNLIMITED IN HEIGHT UNLIMITED IN HEIGHT SEE REPLACEMENT SHEETS 84 A BEA BOULEVARD IS LIMITED IN DEPTH TO THE HORIZONTAL 
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 214° 32 76.7 SEE SHEETS 8AQ & 8AU (AR) (AV) -SED IN DEPTH TO THE HORIZONTAL TOT. 271.69 TO STEP NOTE 10 HISTORICAL FILE NOTE 11 <u>3.53</u> , (A 4.2 0.55 
 No.
 BEARING

 9
 124°32'50"

 10
 214°32'50"

 11
 304°32'50"

 12
 34°32'50"

 13
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 15
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 16
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 (AR) 214°32'50" 304°32'50" 28.465 3.53 IZONTA SCHEDULE OF SHORT LINES NOTE 10 NOTE 3 0.55 NOTE 7 32.59 FOR CONTINUATION 34° 34°32% 1.2 DIST -14.125 (AR)(AV) NOTE 7 PZ Z FACE OF CONC SWP FACE OF CONC SWP FACE OF CONC SWP FACE OF CONC FACE OF CONC FACE OF CONC FACE OF I NOTE 13 .(AR)(AV) NOTE 56 NOTE 55 NOTE 19 NOTE 17 NOTE 16 NOTE 15 NOTE 14 NOTE 12 NOTE 18 BdRL9.0 1.84 BdRL9.1 BdRLS 0.04 CONC CONC 32' 5.28 PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL9.10 AND LIMITED IN HEIGHT TO THE PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL8.8 AND UNLIMITED IN HEIGHT 9.19 PLANE AT RL8.2 AND UNLIMITED IN HEIGHT PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAI PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL 8.28 PLANE AT RL7.85 AND UNLIMITED IN HEIGHT PLANE AT RL8.05 AND UNLIMITED IN HEIGHT PLANE AT RL7.55 AND UNLIMITED IN HEIGHT PLANE AT RL8.0 AND UNLIMITED IN HEIGHT PLANE AT RL8.3 AND UNLIMITED IN HEIGHT RL13.60 HORIZONTAL PLANE AT RL13.60 AND UNLIMITED IN HEIGHT SWP SWP SWP 3.5 3.3 NOTE 19 3.3 • 3.92 8.005 BdRL 24222269 6.05 Â 34°32'50" 124°32'50" 214°32'50" 304°32'50" 153.005 0.32 214°32'5 124 2.4 304°32'50" BdH BEARING °32'50" 112°19 32 50 90<sup>2.63</sup> PT.34, PT.32 3.06 SEE SHEETS 8AN & 8AU FOR CONTINUATION 3.515 18.525 NOTE 18 NOTE 17 DP270778 NOTE 17 5 10.51 12.765 1.2 -1 -2 0.9 0.9 DIST 7.835 FACE OF CONC SUP FACE OF CONC SUP FACE OF CONC SUP DESCRIPTION FACE OF CONC SWP FACE OF CONC SWP FACE OF CONC SWP FACE BE CON SEE SHEET 8AN CONC FOR CONTINUATION 9 ۲ SWP

CITY OF PARRAMATTA

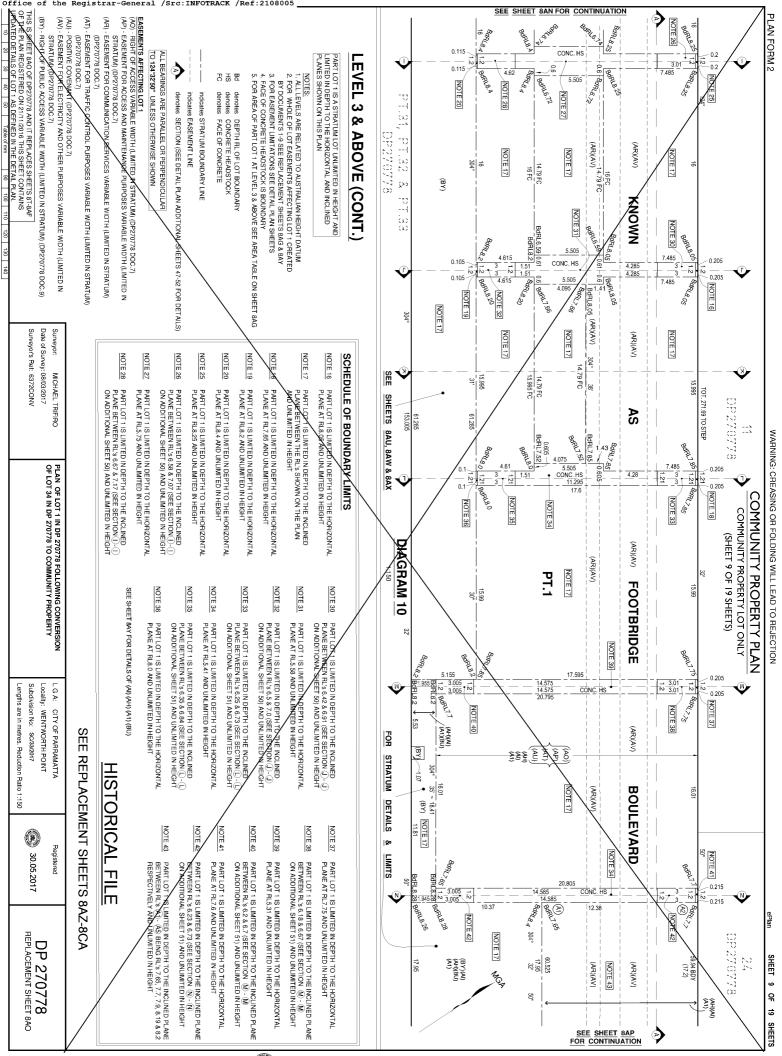
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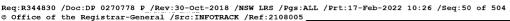
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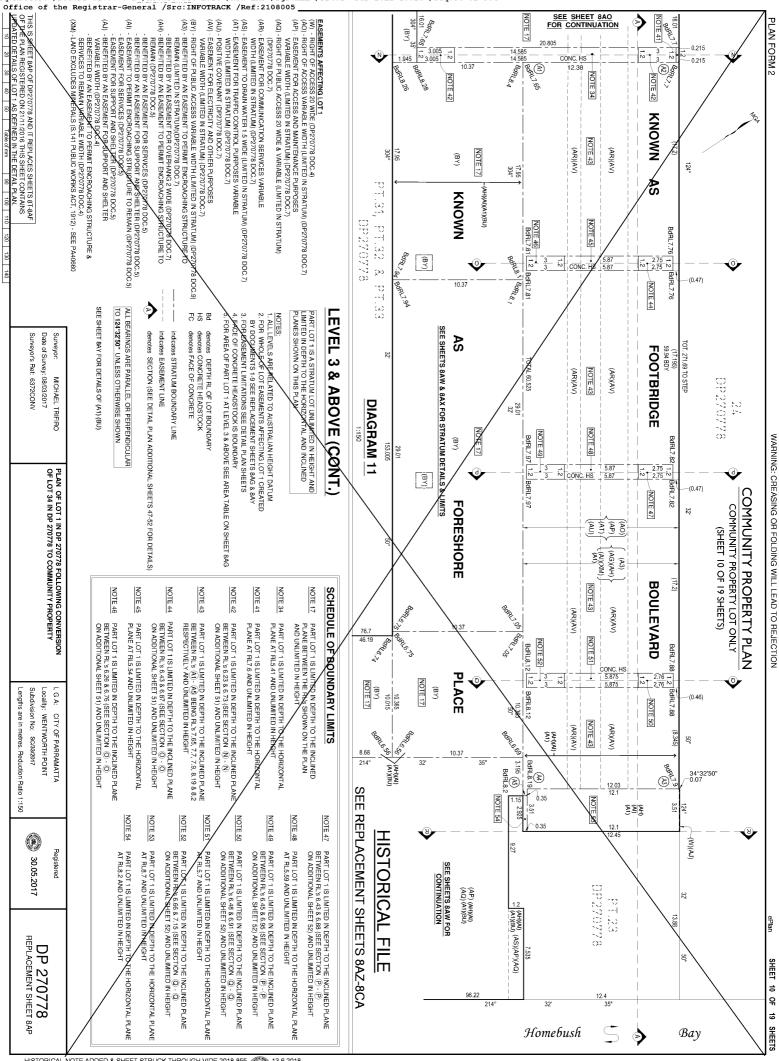
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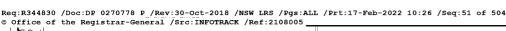
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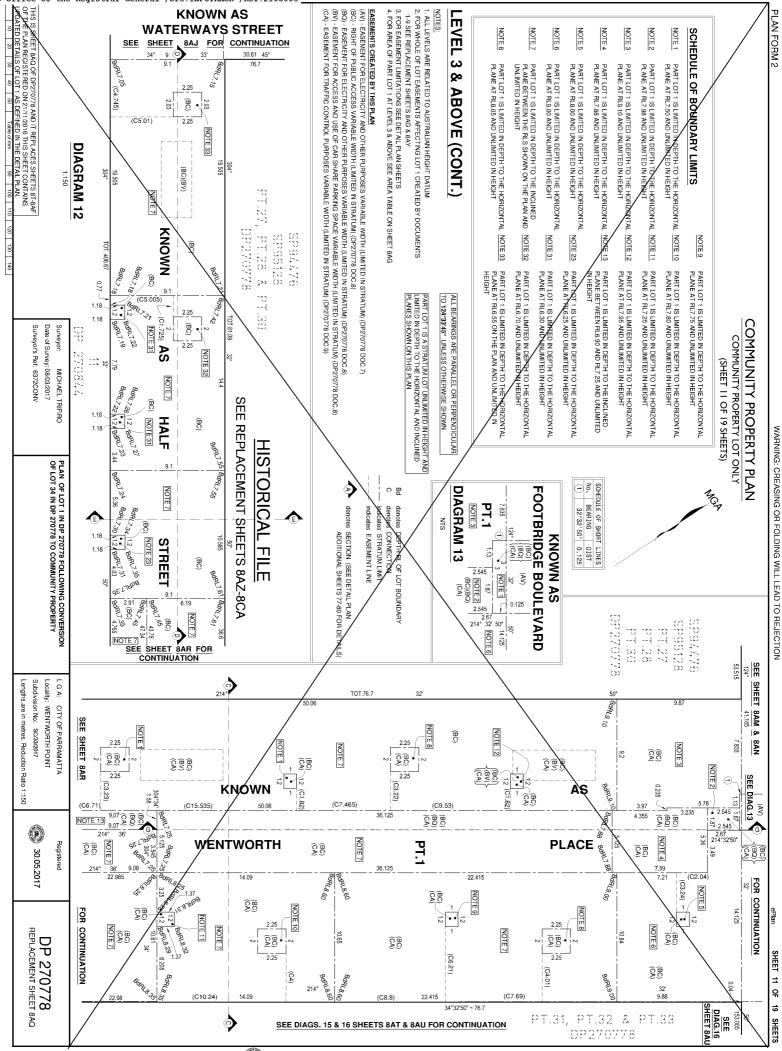
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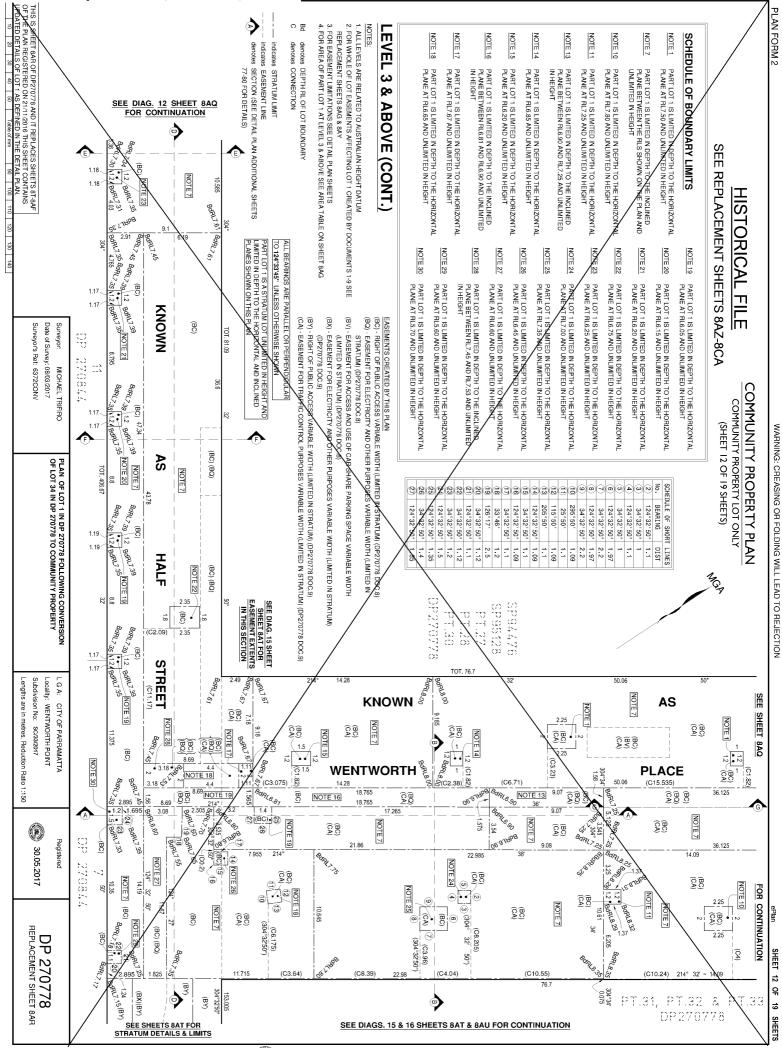


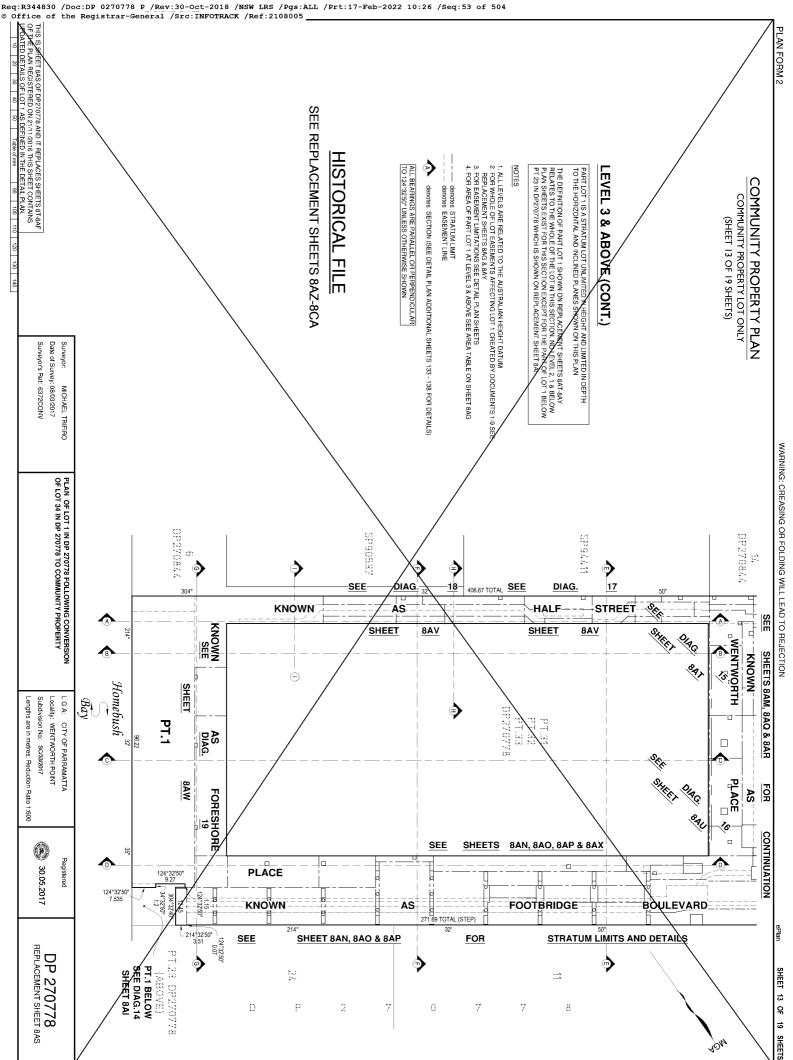


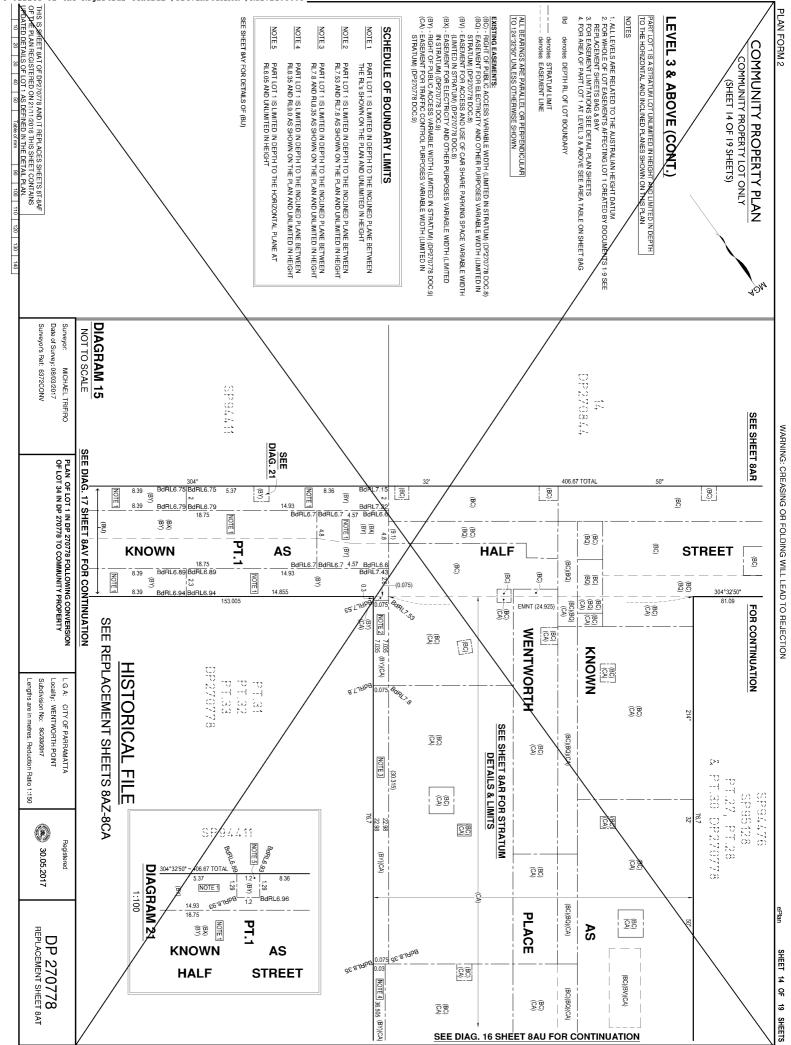




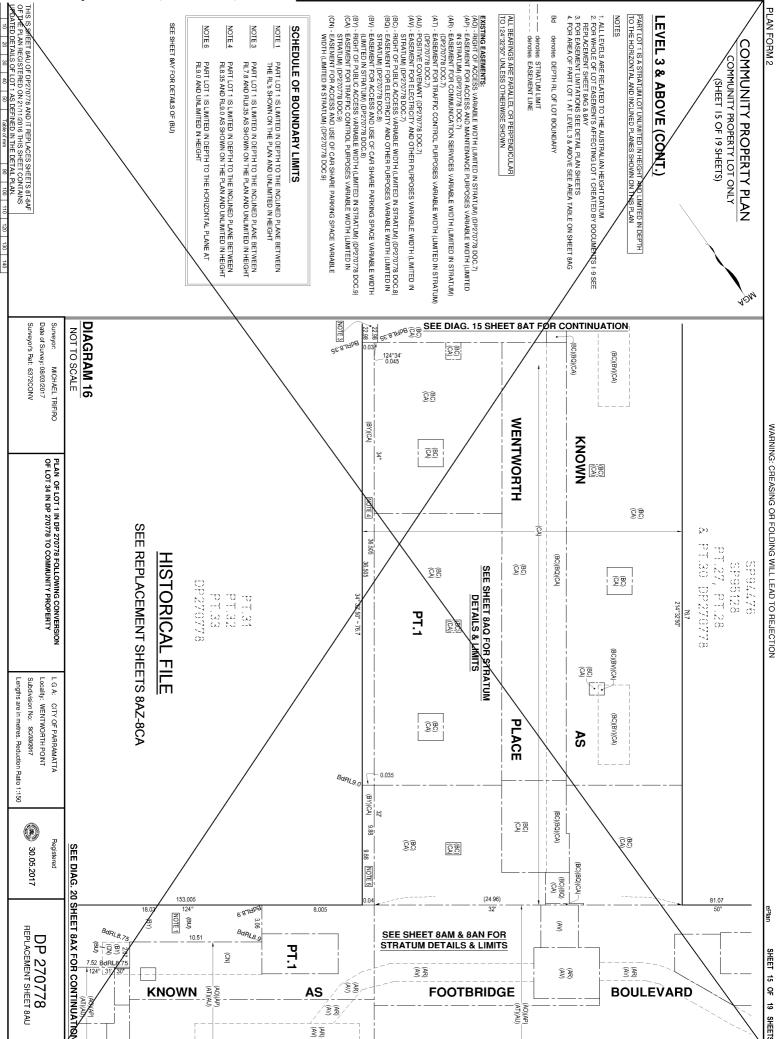








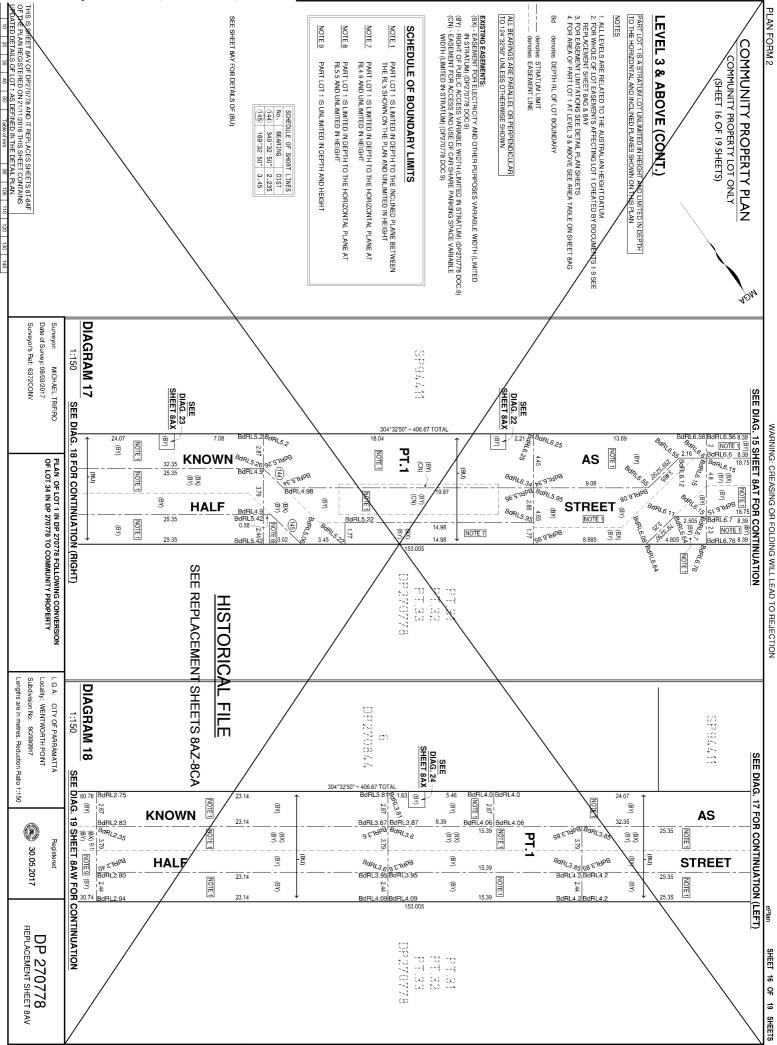
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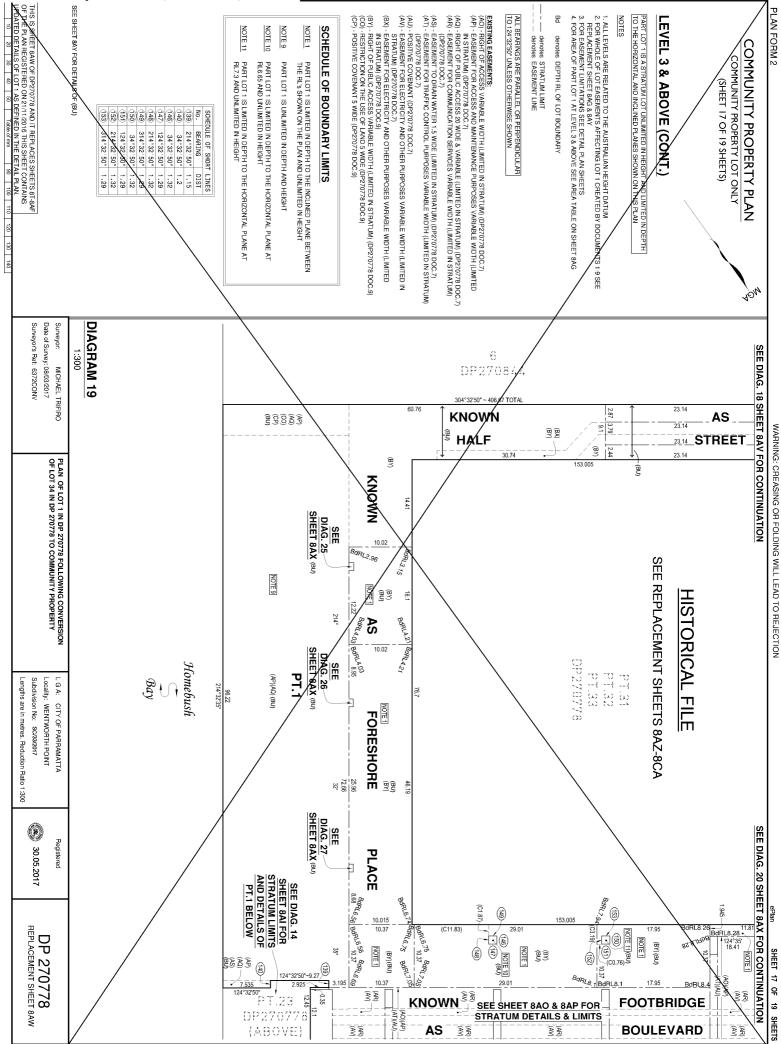


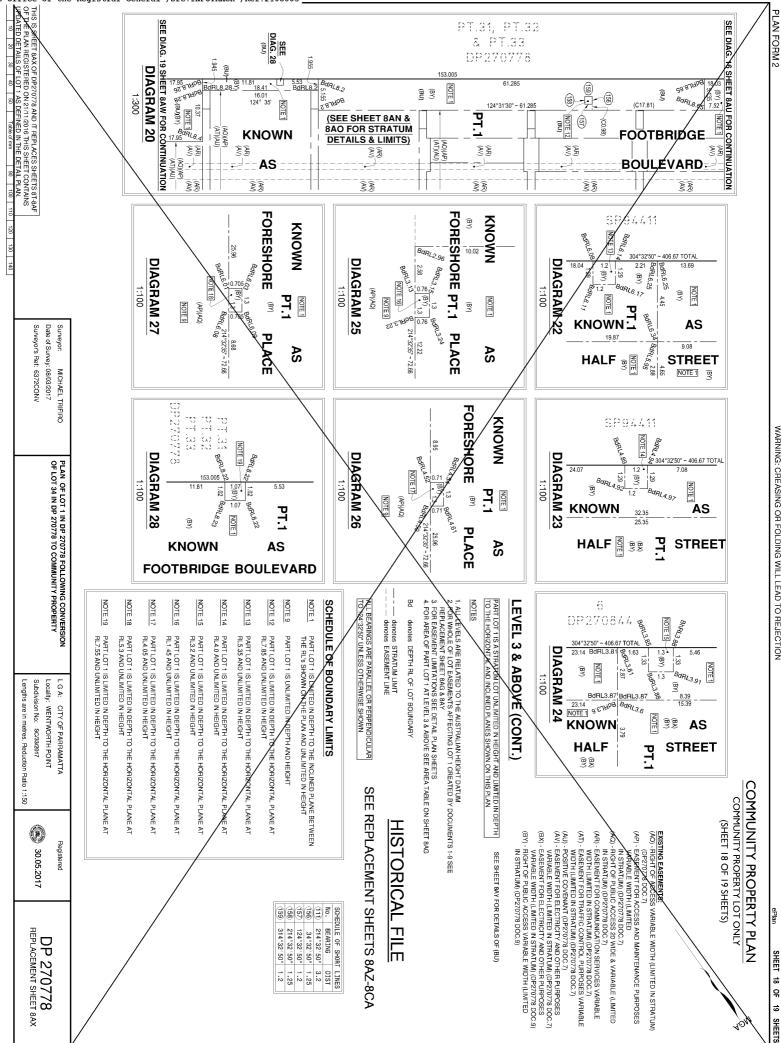
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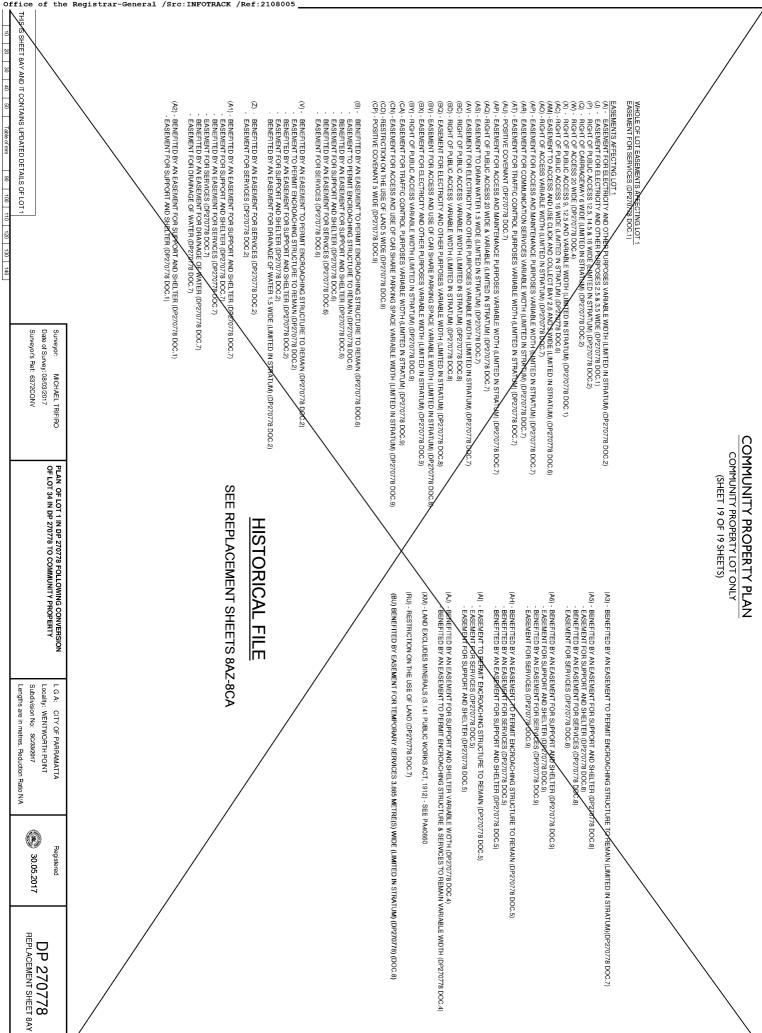
SHEET 15 OF 19 SHEETS

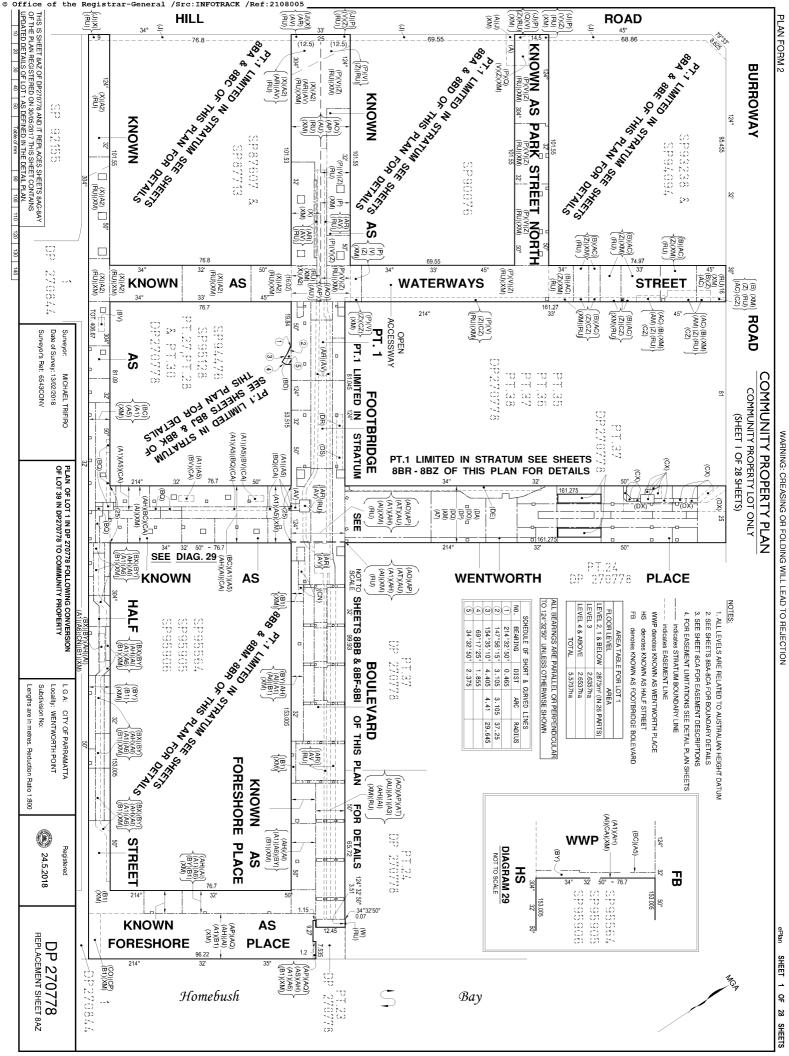


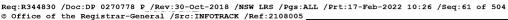


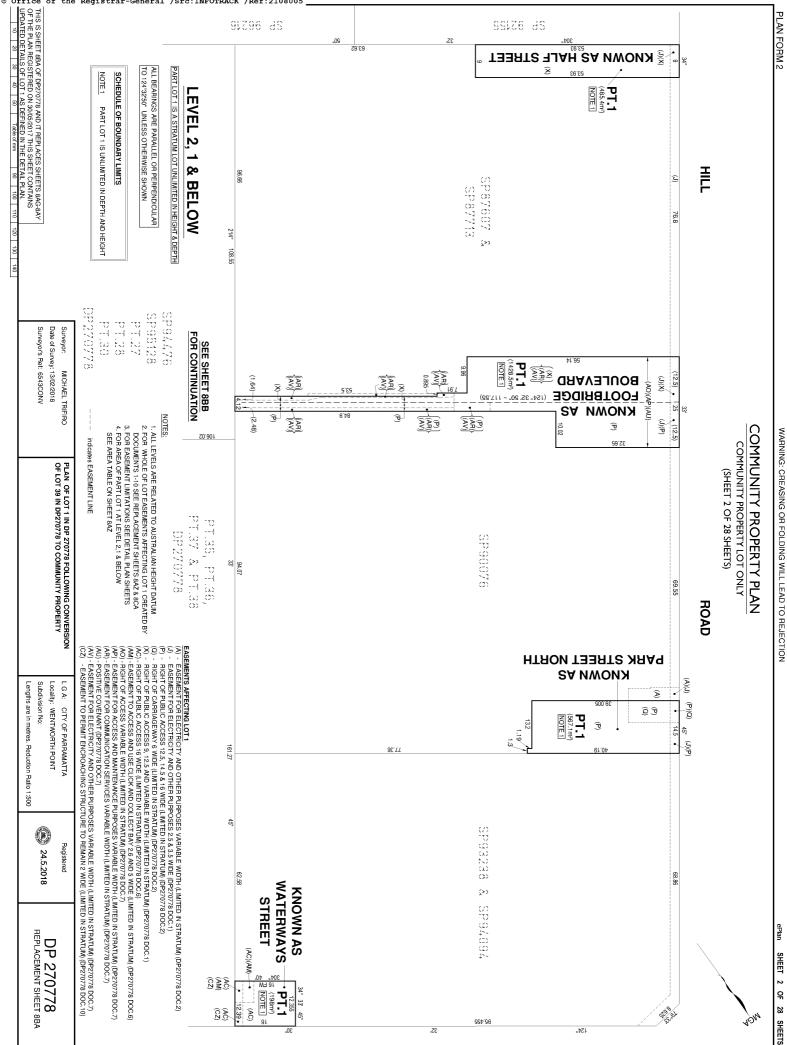


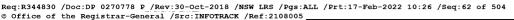
PLAN FORM 2

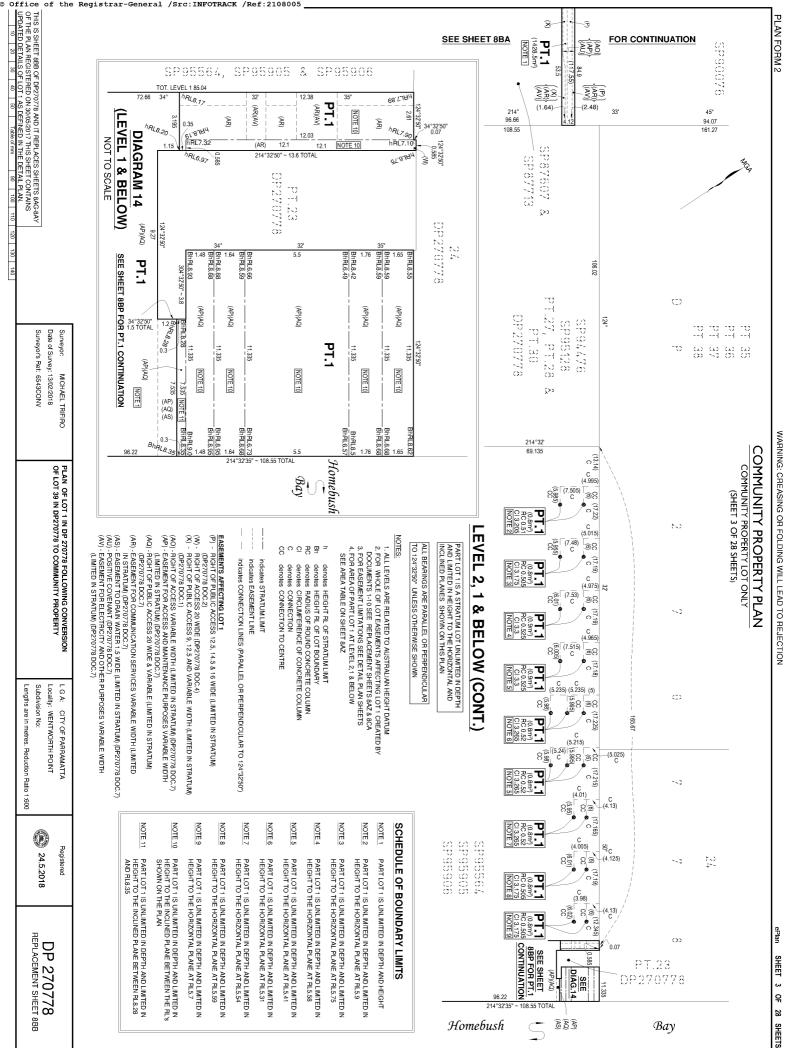


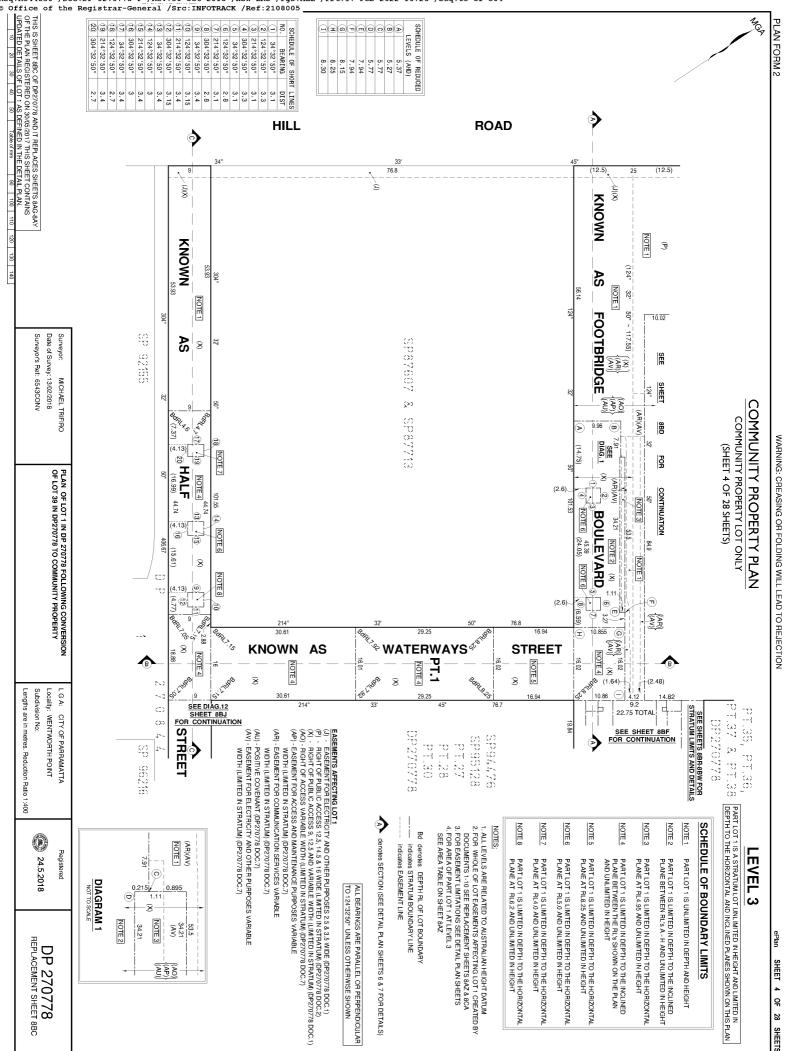




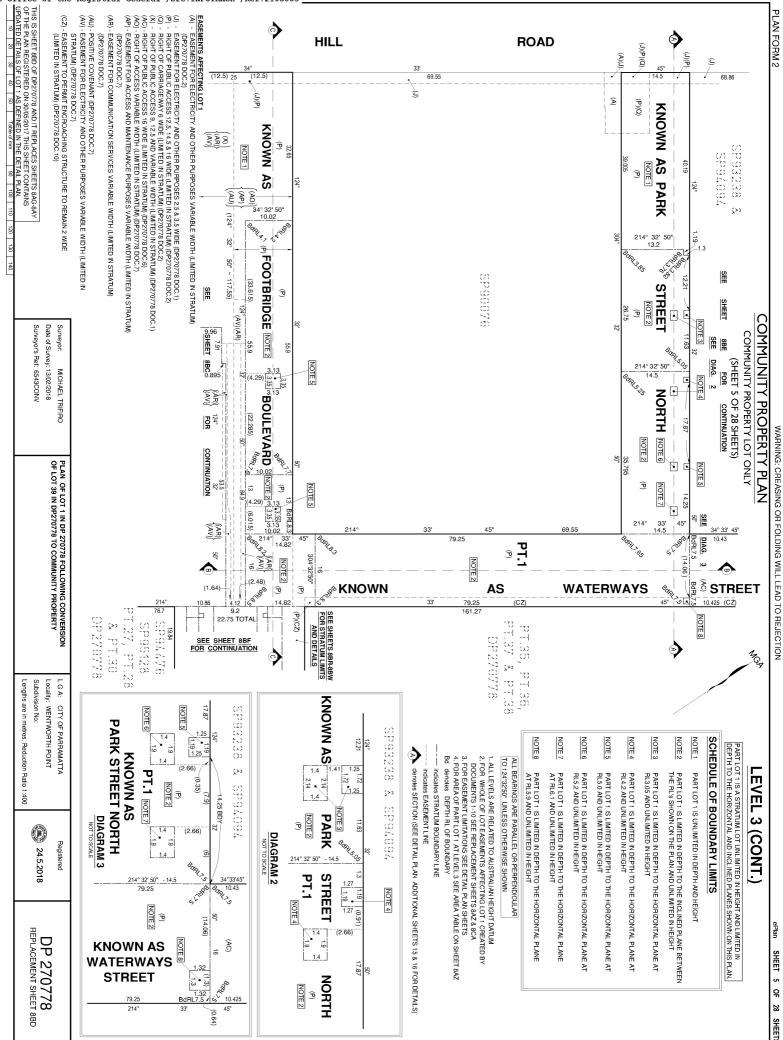


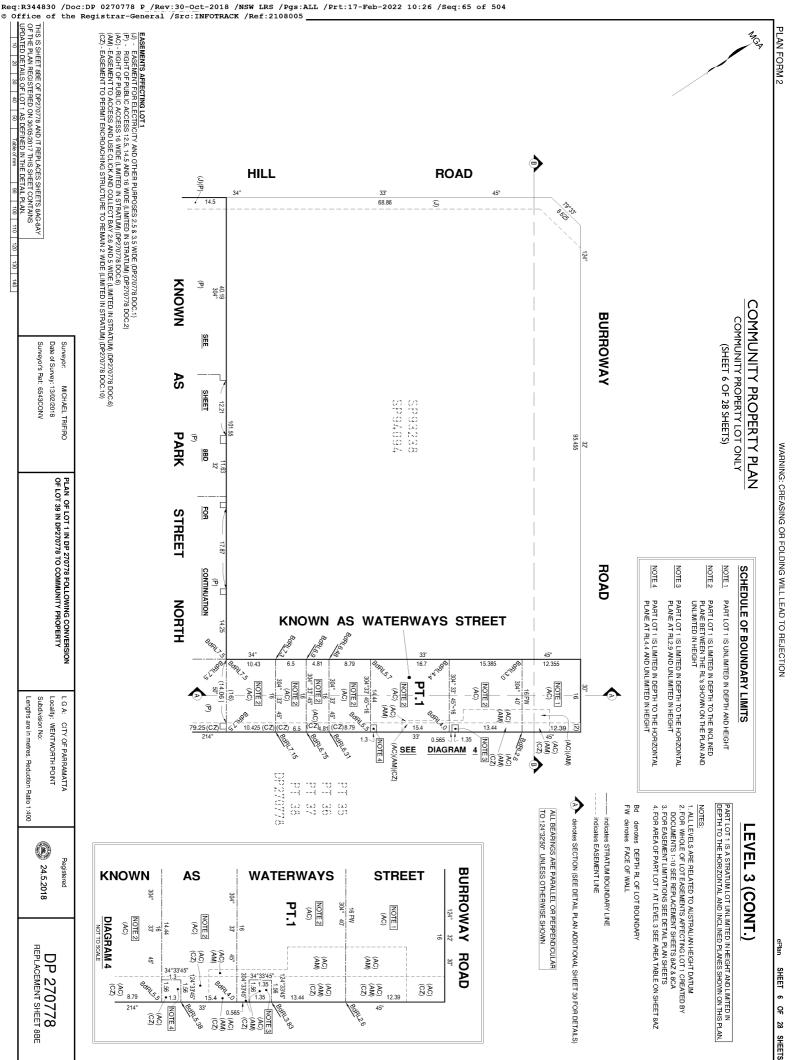


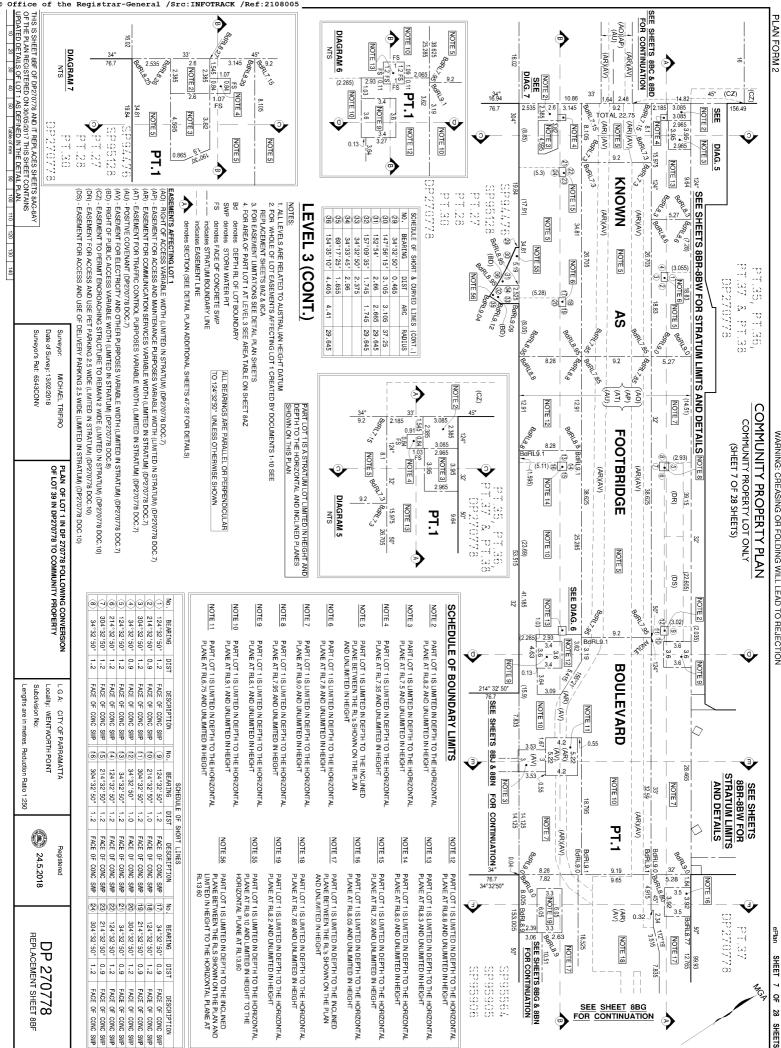




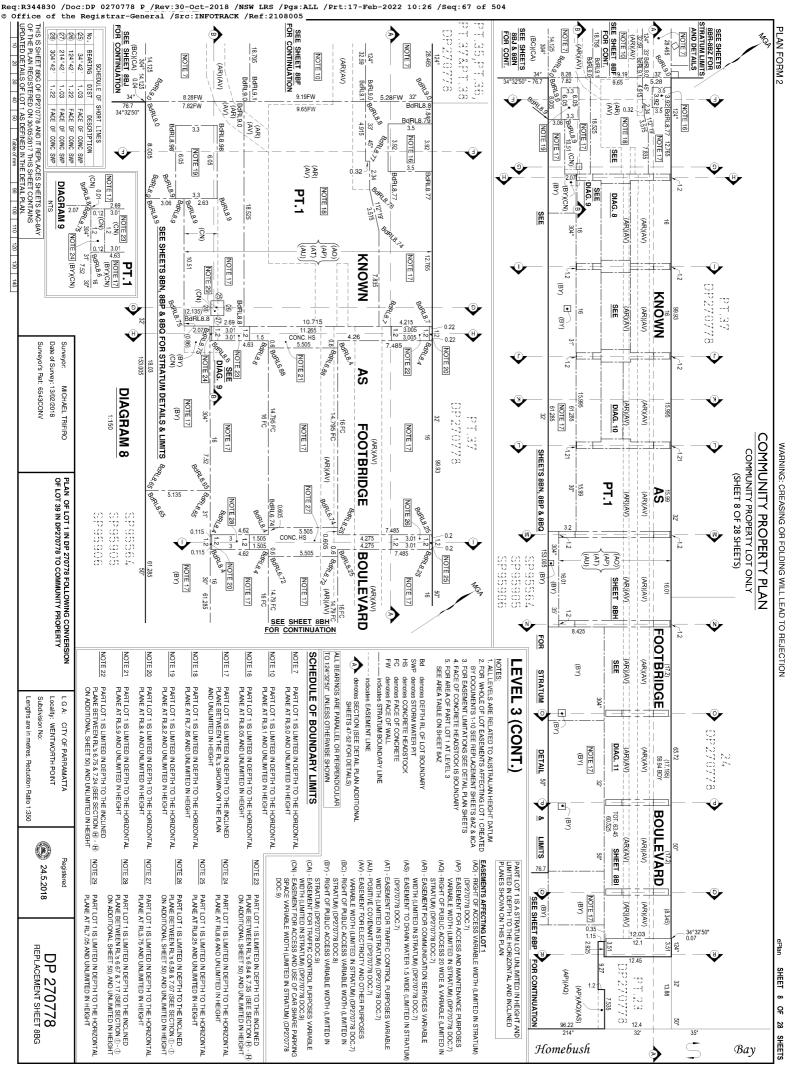
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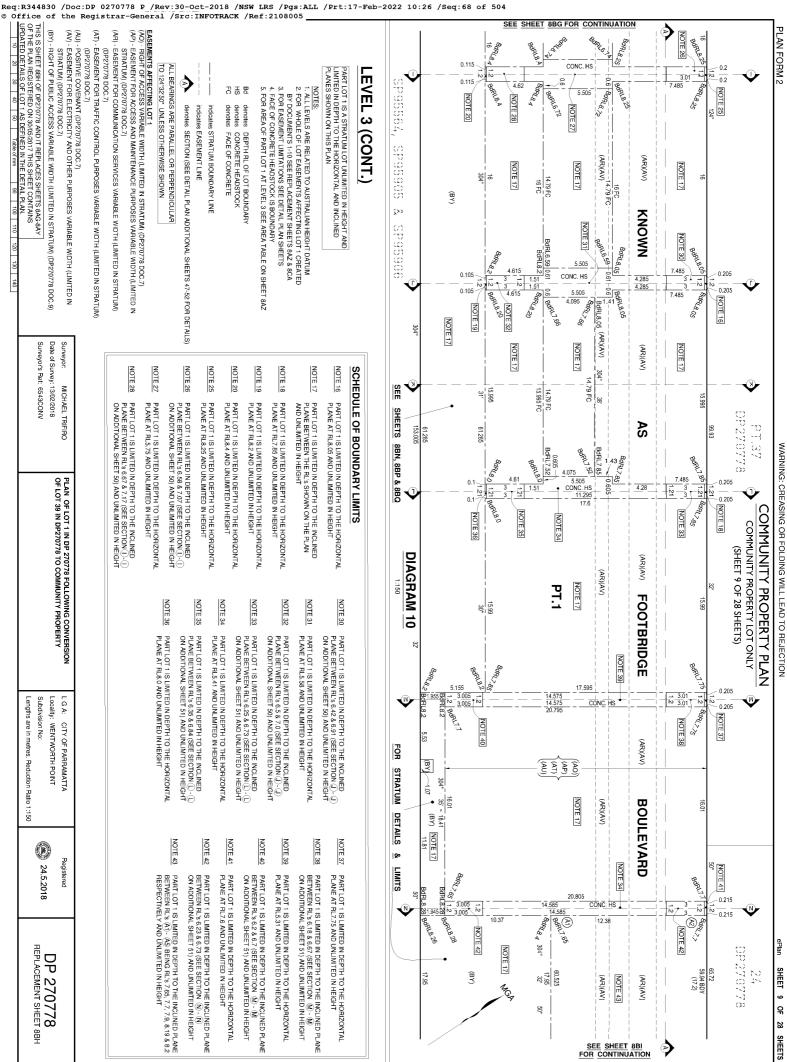


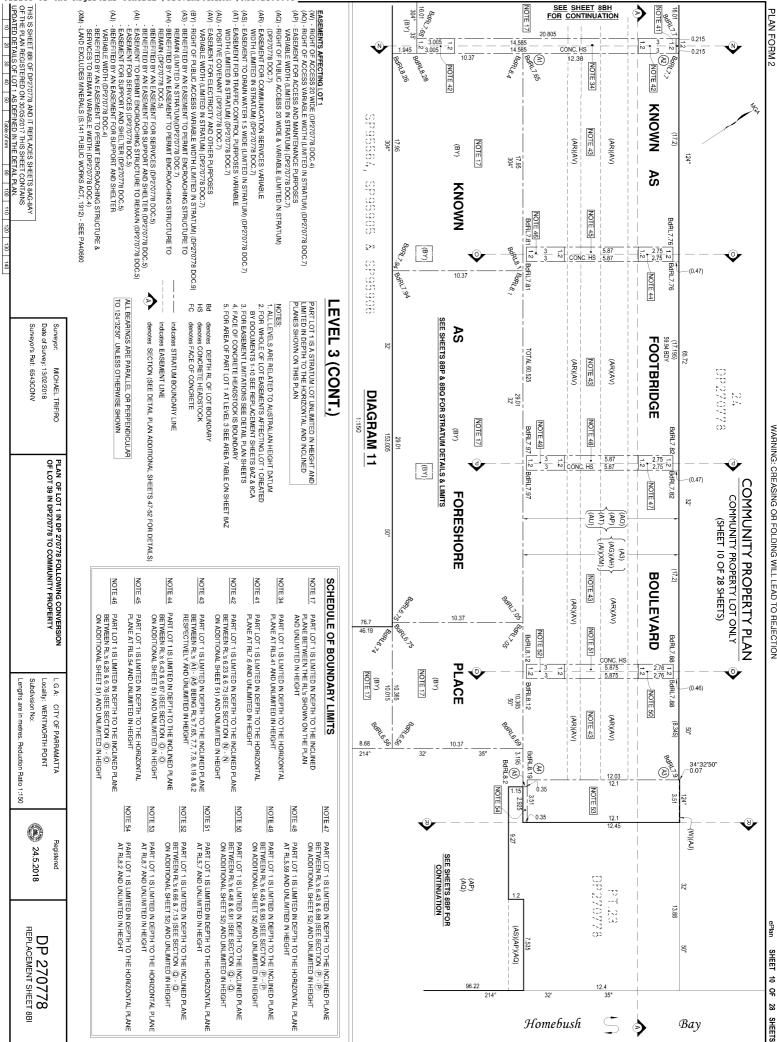


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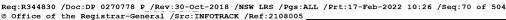


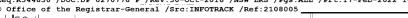
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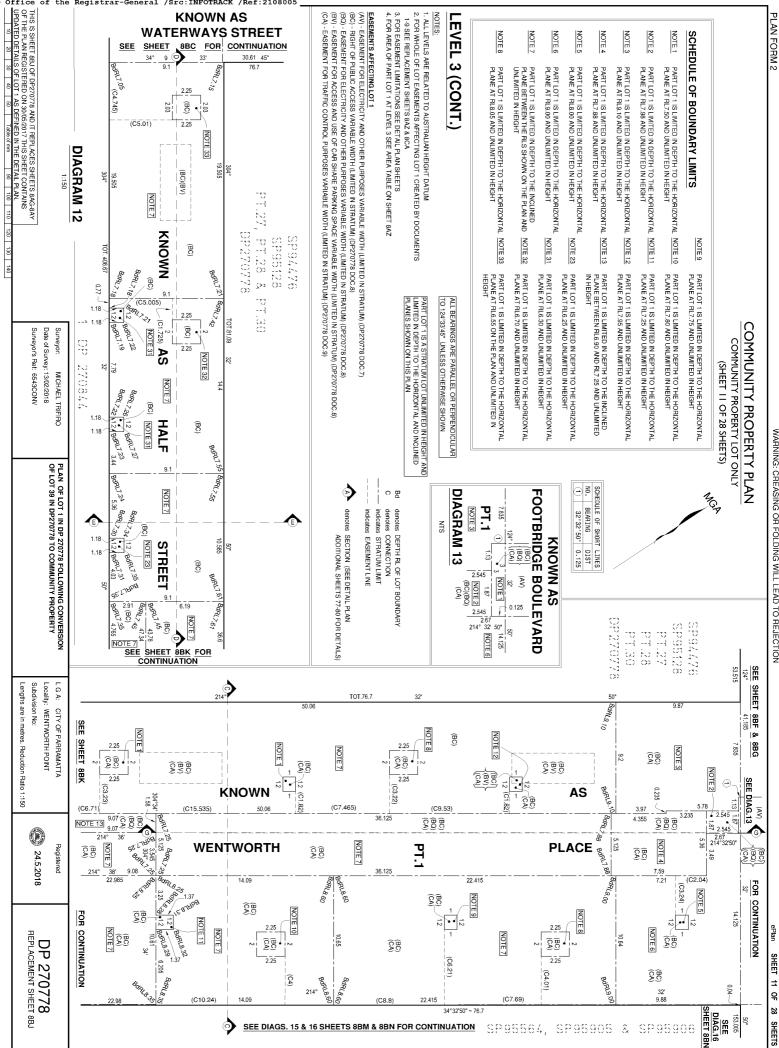




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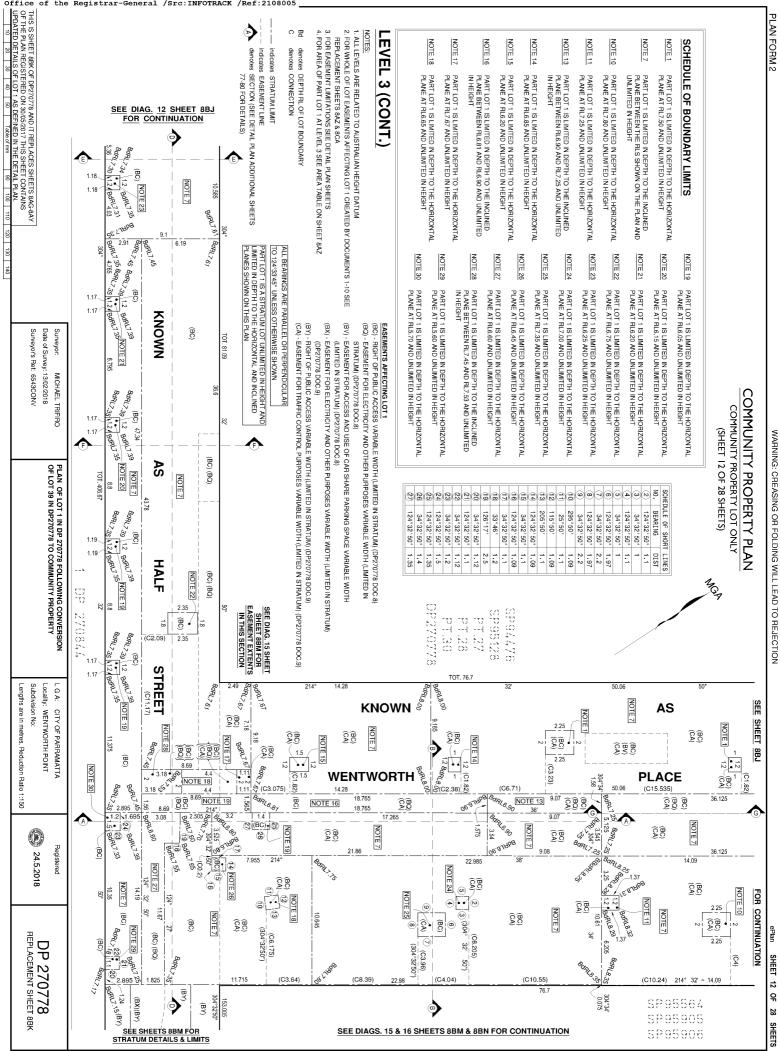


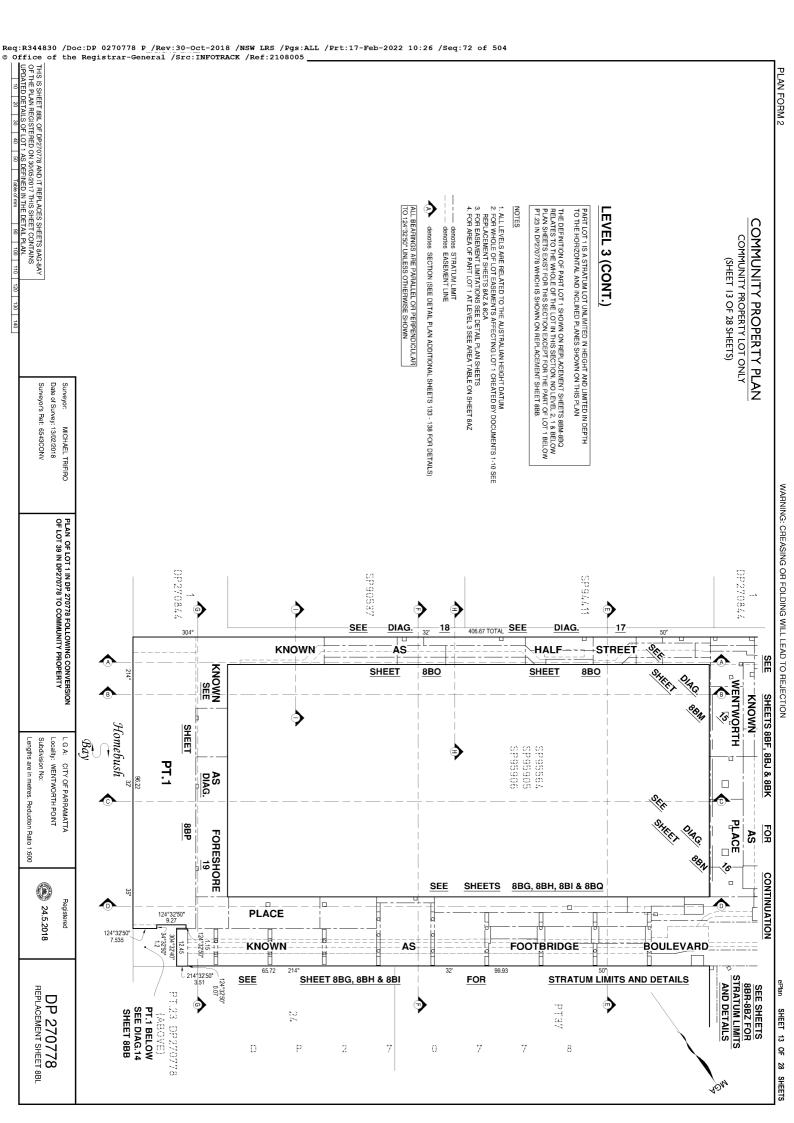


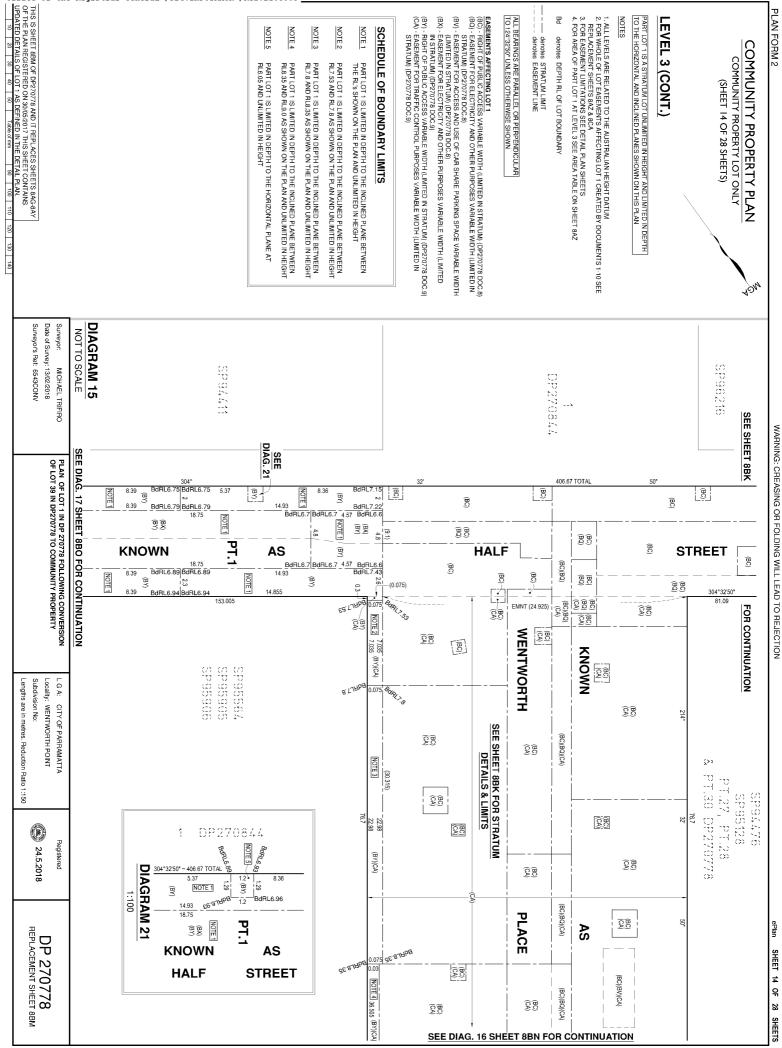


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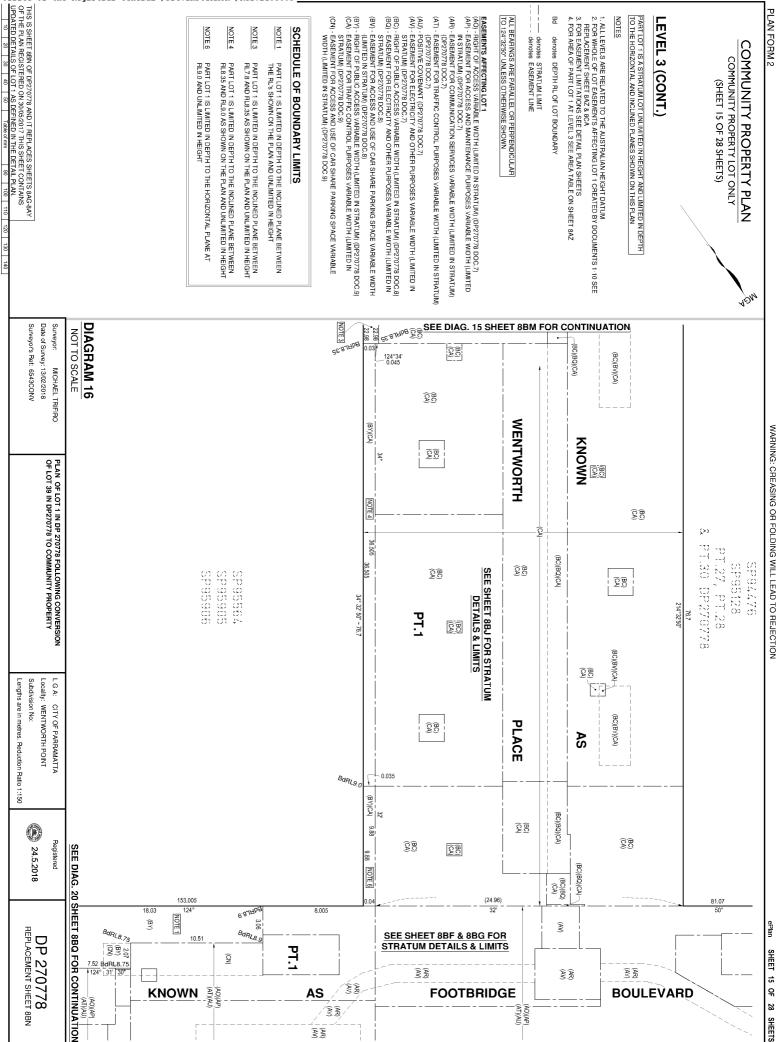
ePlan SHEET 11 OF 28 SHEETS



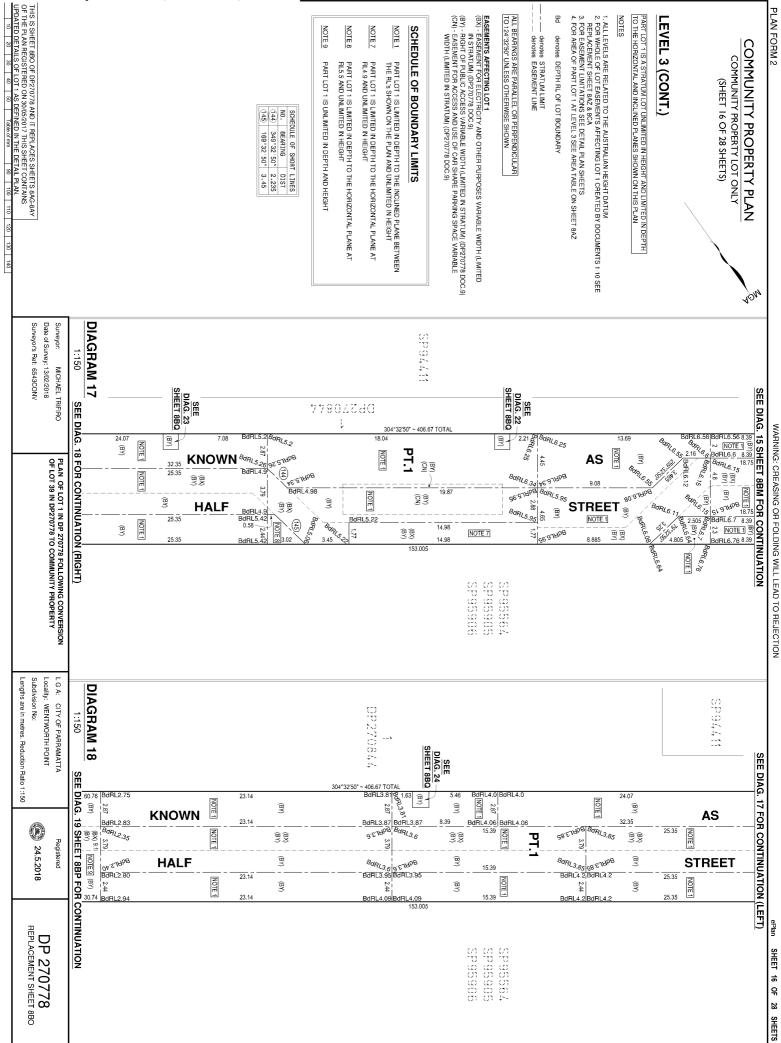


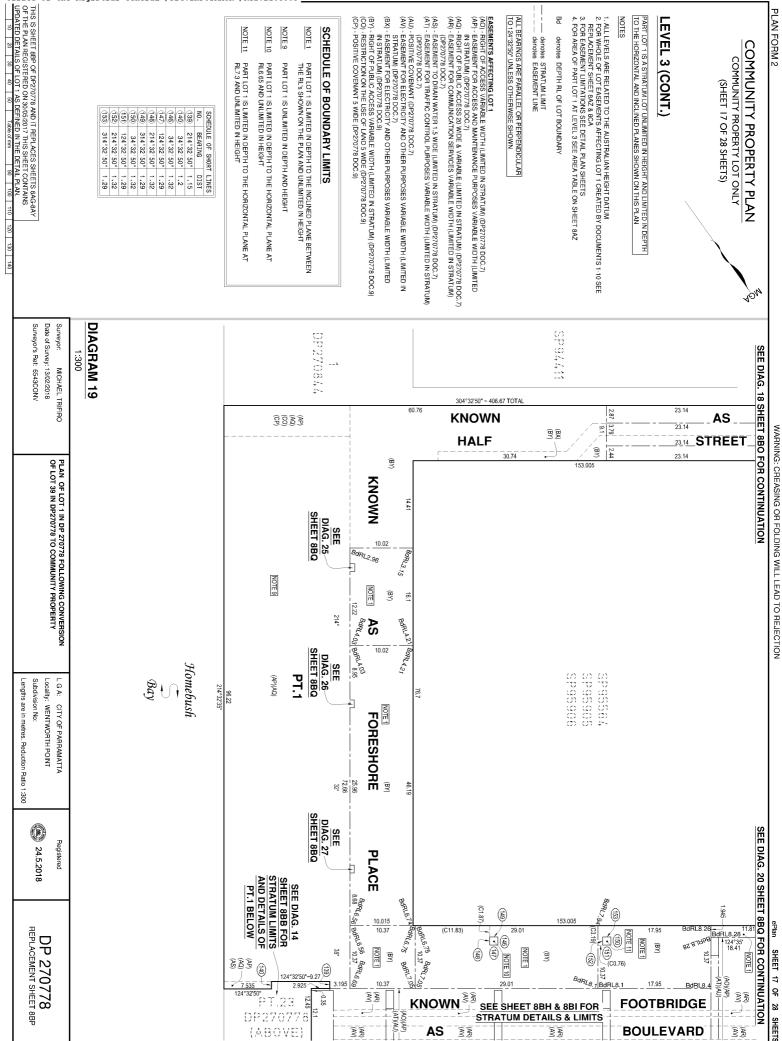


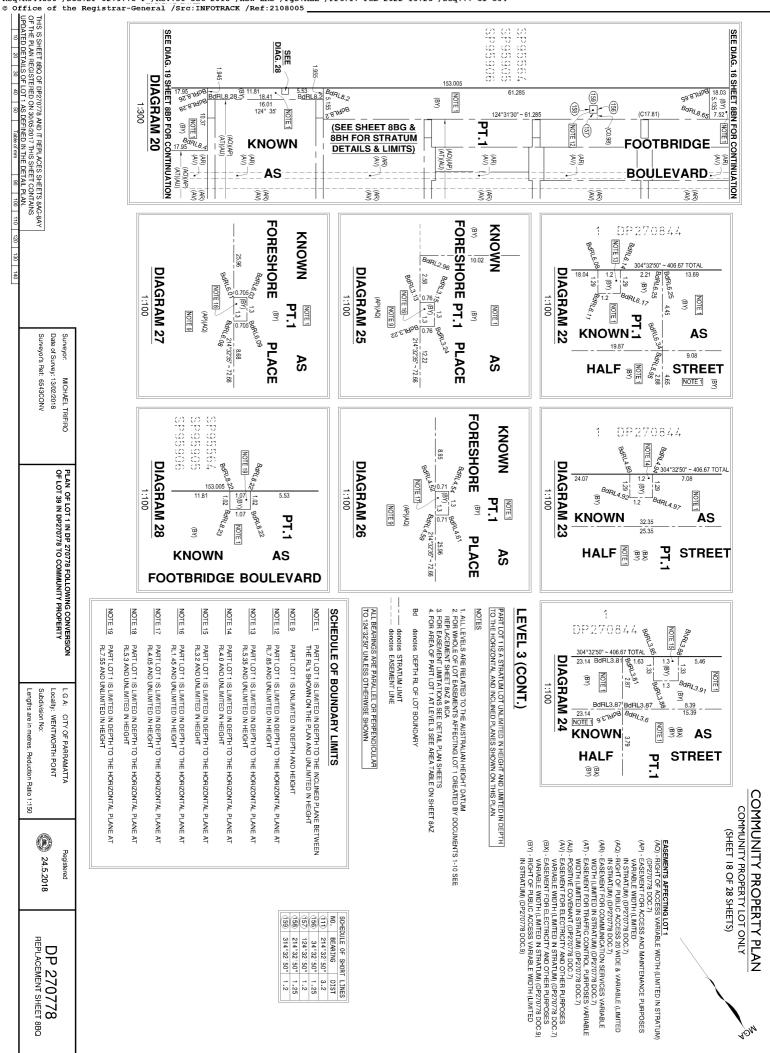
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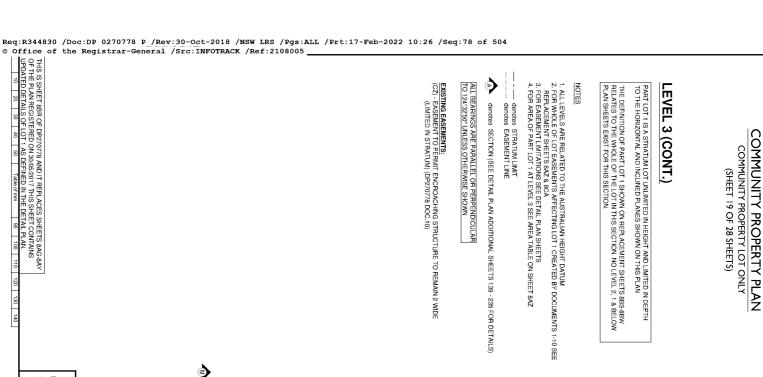




PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 18 OF 28 SHEETS



Date of Survey: 13/02/2018 Surveyor's Ref: 6543CONV Surveyor:

MICHAEL TRIFIRO

PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY

L G A: CITY OF PARRAMATTA

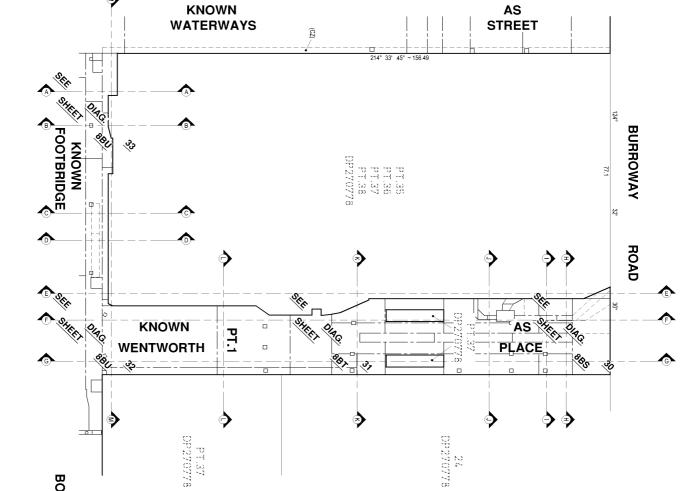
AS BOULEVARD

Locality: WENTWORTH POINT Subdivision No:

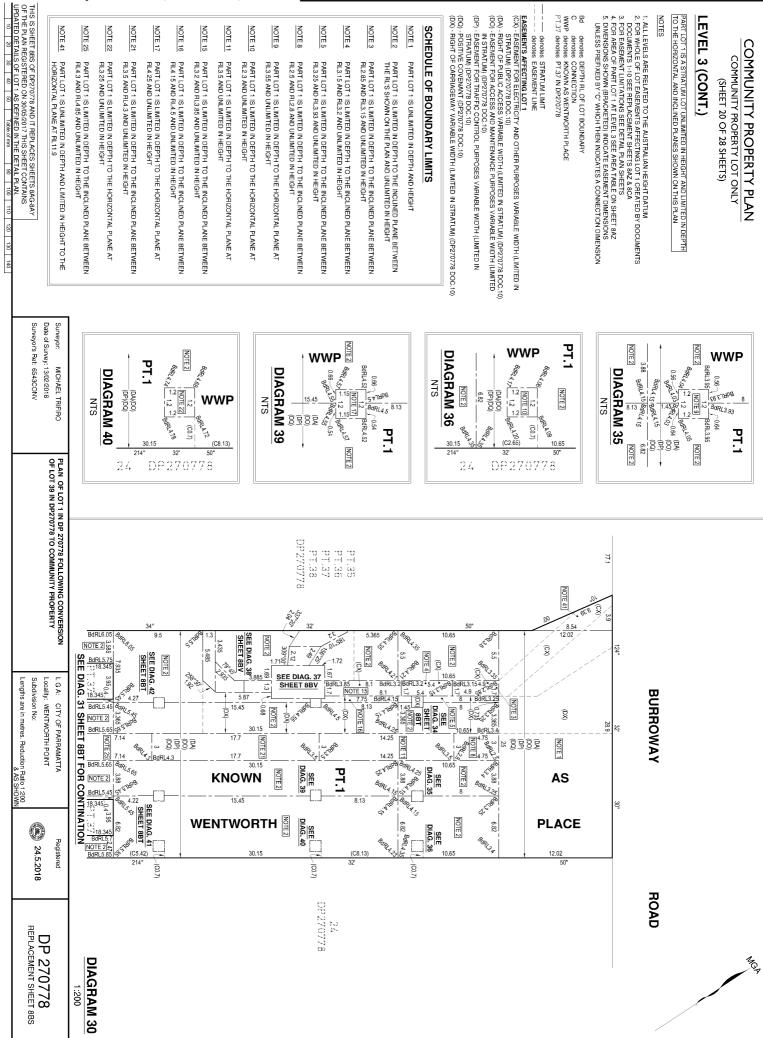
Registered 24.5.2018

DP 270778 REPLACEMENT SHEET 8BR

engths are in metres. Reduction Ratio 1:600

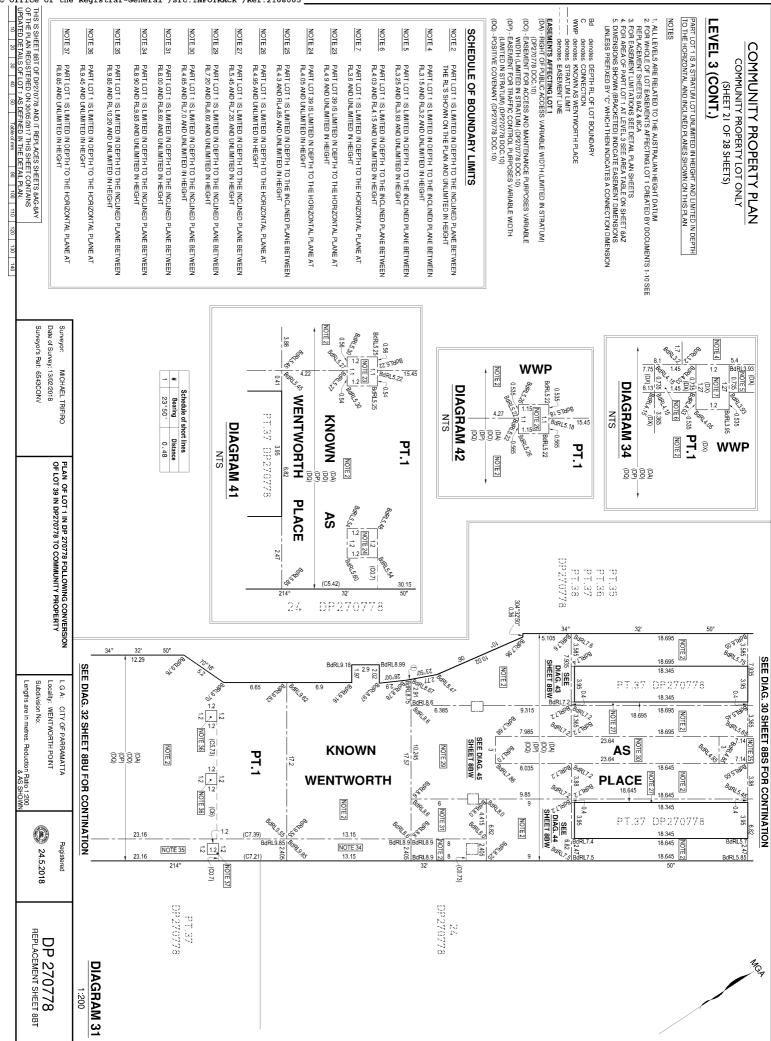






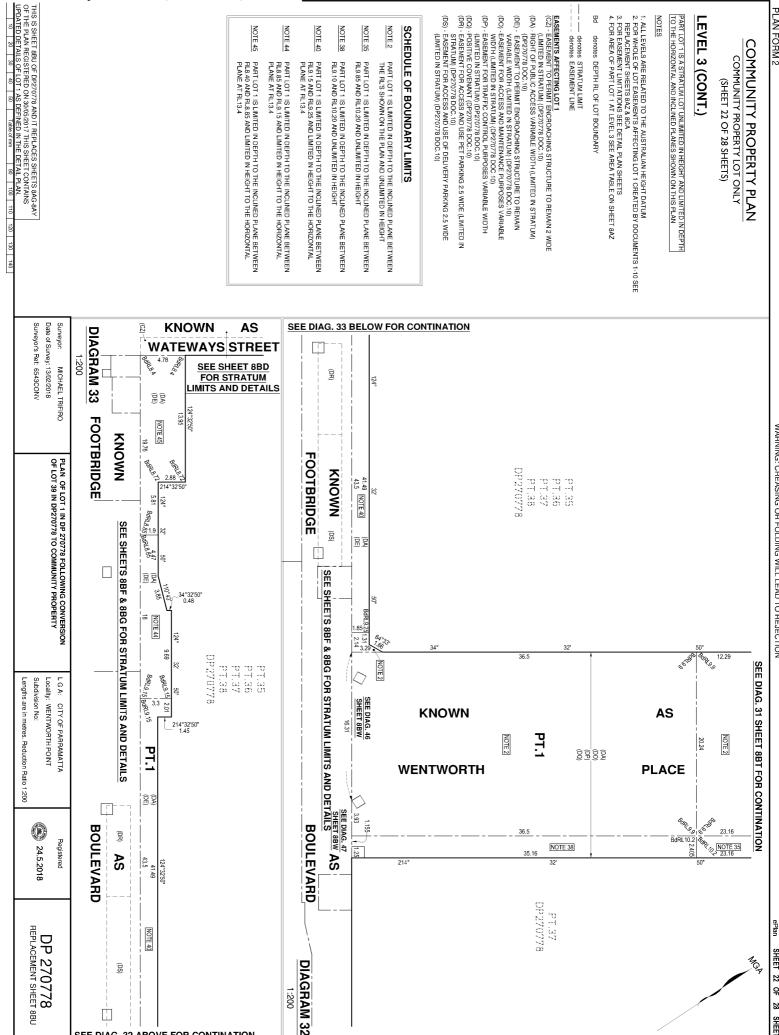
SHEET 20 OF 28 SHEETS

ePlan



ePlan

SHEET 21 OF 28 SHEETS

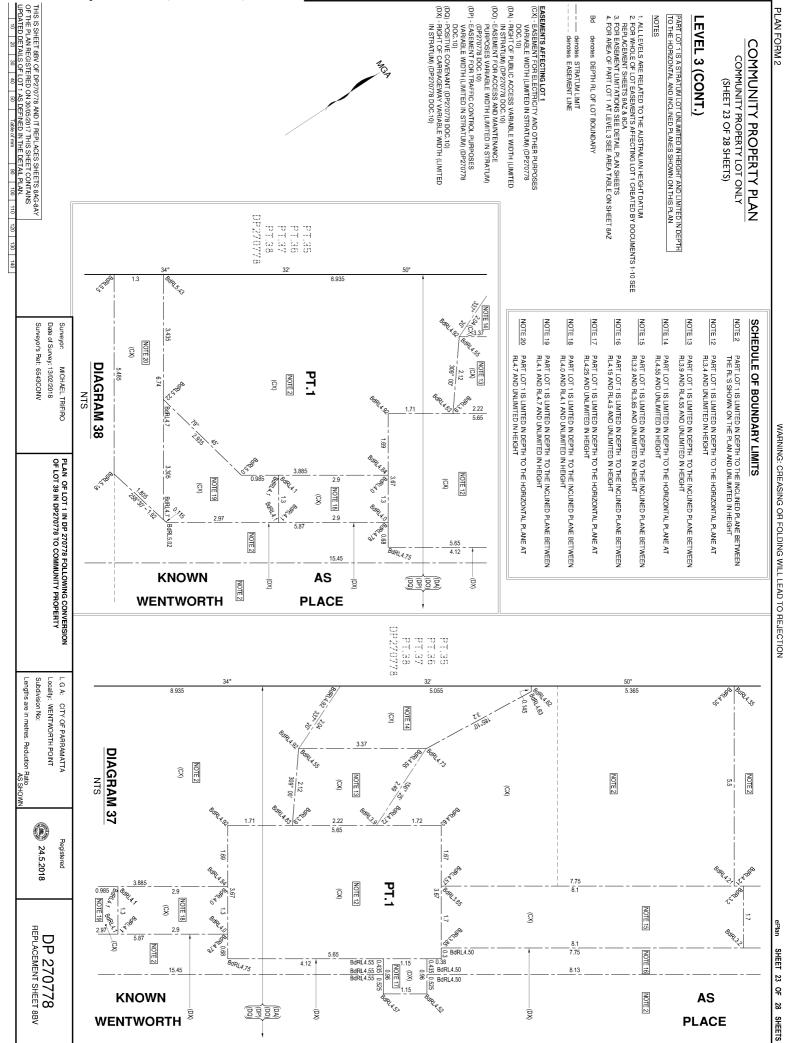


SEE DIAG. 32 ABOVE FOR CONTINATION

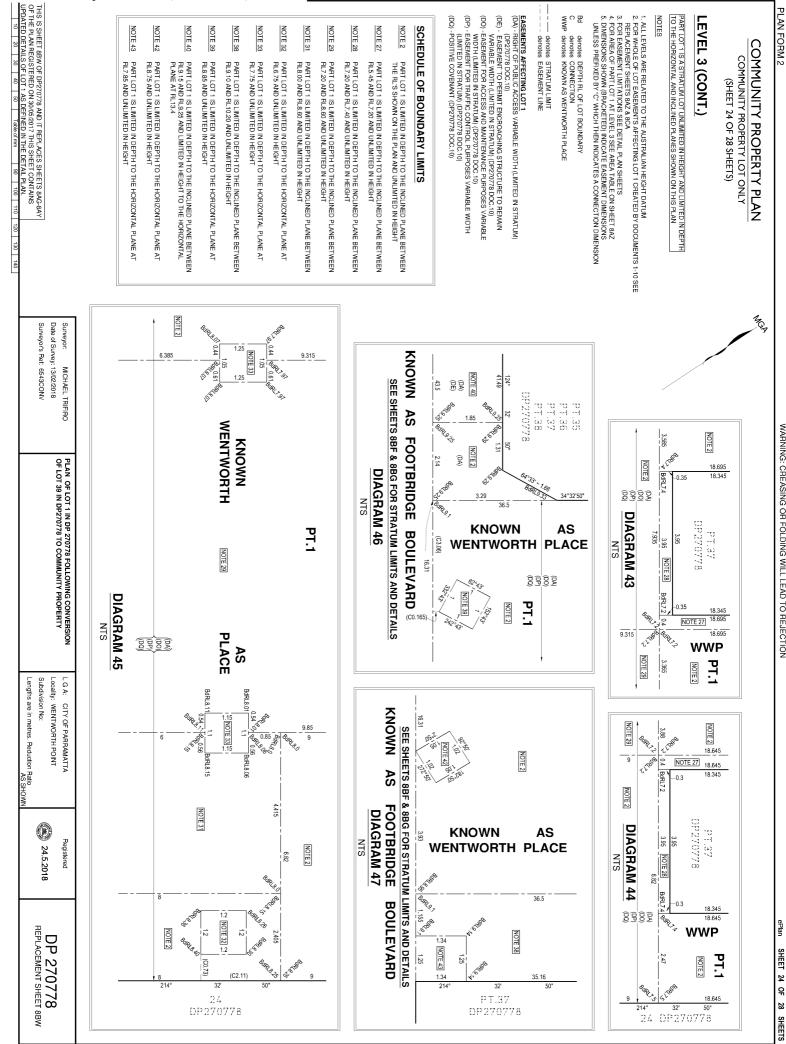
PLAN FORM 2

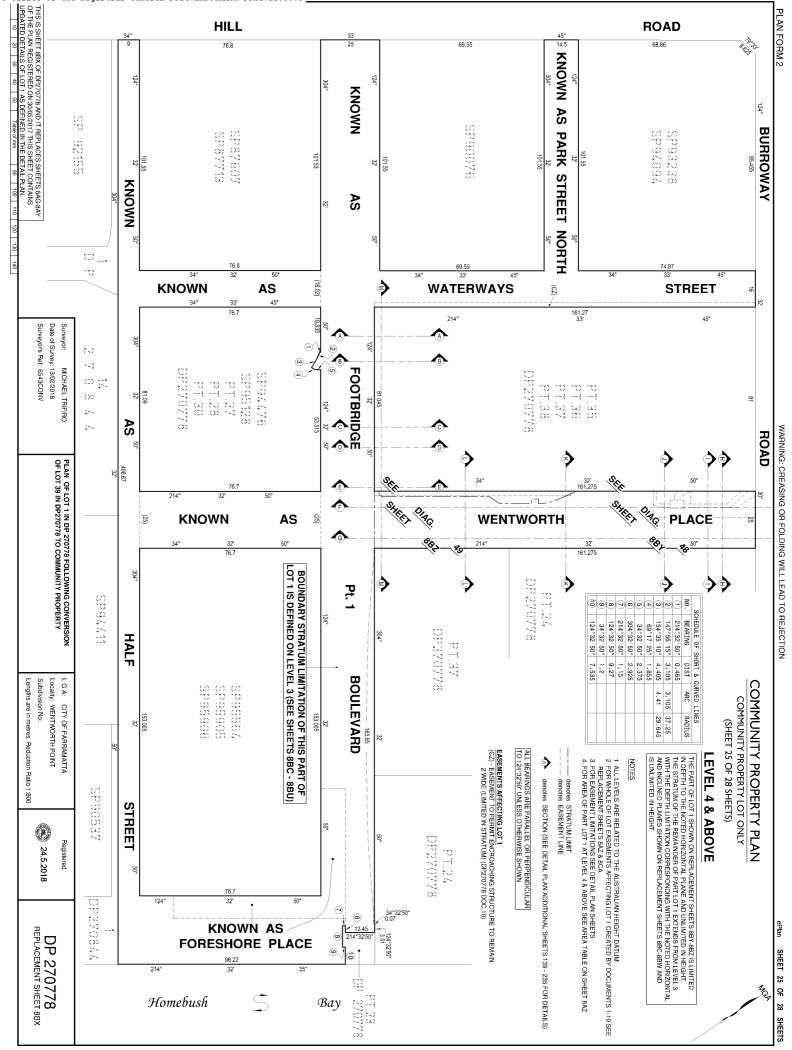
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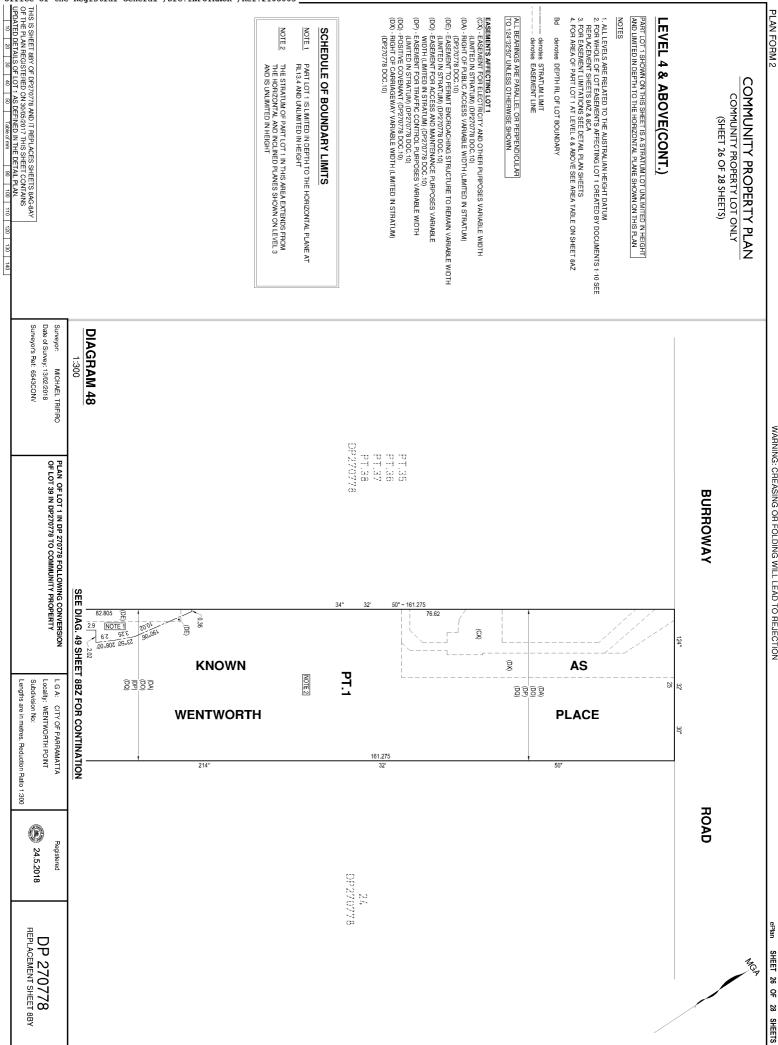
SHEET 22 OF 28 SHEETS



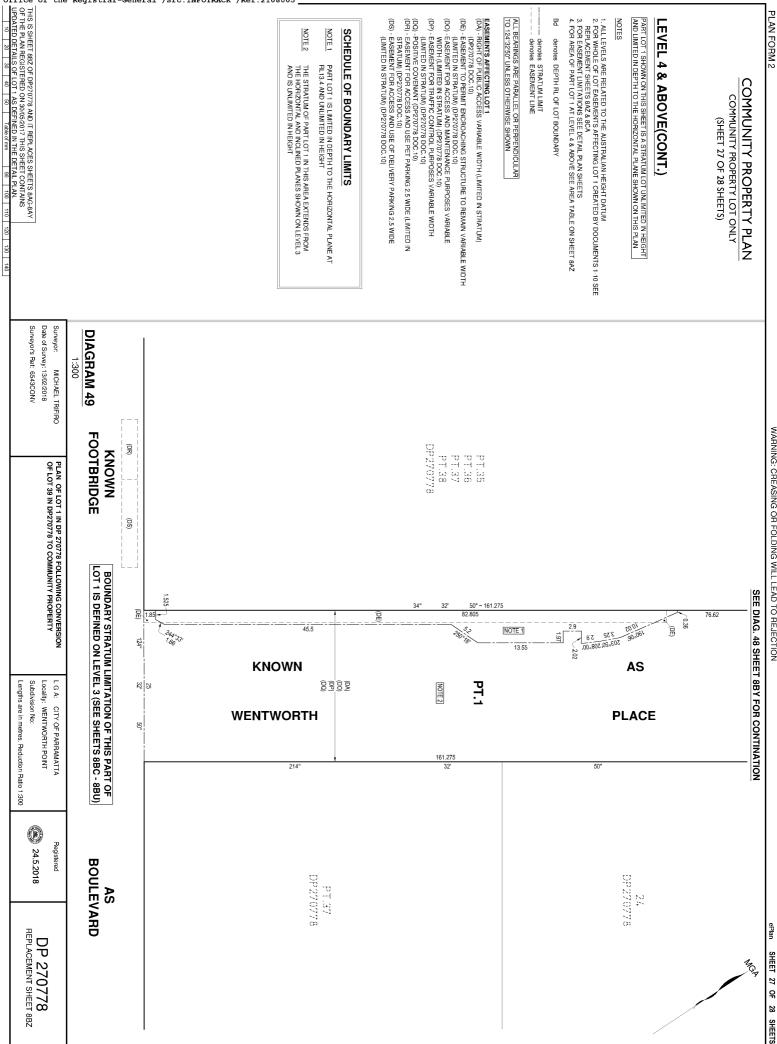
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:82 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 of 504







SHEET 26 OF 28 SHEETS



## COMMUNITY PROPERTY PLAN COMMUNITY PROPERTY LOT ONLY (SHEET 28 OF 28 SHEETS)

## EASEMENTS AFFECTING LOT T AFFECTING LOT AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.1) EASEMENT FOR ELECTRICIT AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.2) FRIGHT OF FUBLIC ACCESS 1: 25.14.5.4 ft WIDE (LIMITED IN STRATUM) (DP270778 DOC.2) FRIGHT OF FUBLIC ACCESS 1: 25.400 VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.2) FRIGHT OF FUBLIC ACCESS 20 MUDE (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS 3: 25.400 VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS AND USE CLICK AND COLLECT BAY 26.400 STRATUM) (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS AND USE CLICK AND COLLECT BAY 26.400 STRATUM) (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS AND USE CLICK AND COLLECT BAY 26.400 STRATUM) (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS AND USE CLICK AND COLLECT BAY 26.400 STRATUM) (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS AND USE CLICK AND COLLECT BAY 26.400 STRATUM) (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS AND USE CLICK AND COLLECT BAY 26.400 STRATUM) (DP270778 DOC.7) FRIGHT OF FUBLIC ACCESS AND MANTENANCE FURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.7) FRIGHT OF FUBLIC ACCESS AND USE OF CAR SHARE FURTH (D N STRATUM) (DP27078 DOC.7) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.7) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.9) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.9) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.9) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.9) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.9) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.9) FRIGHT OF FUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.9) FRIGH ŝ (A2) (A1) · Ñ (B) - DENEFITED BY AN EASENENT TO DERANT ENCROACHING STRUCTURE TO REMAI (DP270778 DOC.6) EASENENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (DP270778 DOC.6) EREFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.6) EASENENT FOR SUPPORT AND SHELTER (DP270778 DOC.6) EREFITED BY AN EASENENT FOR SERVICES (DP270778 DOC.6) EASENENT FOR SERVICES (DP270778 DOC.6) BENEFITED BY AN EASEMENT TO PERMIT ENGROACHING STRUCTURE TO REMAIN (DP27078 DOC.2) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (DP27078 DOC.2) BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP27078 DOC.2) EASEMENT FOR SUPPORT AND SHELTER (DP27078 DOC.2) BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.7) EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.7) - EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.9) BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.1) BENEFITED BY AN EASEMENT FOR SERVICES (DP270778 DOC.7) EASEMENT FOR SERVICES (DP270778 DOC.7) BENEFITED BY AN EASEMENT FOR DRAINAGE OF WATER (DP270778 DOC.7) EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.8) EASEMENT FOR SERVICES (DP270778 DOC.2) BENEFITED BY AN EASEMENT FOR SERVICES (DP270778 DOC.2) BENEFITED BY AN EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (LIMITED IN STRATUM) (DP270778 DOC.2) -EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.10) -EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.10) -EASEMENT TO ACCESS AND USE CLICK AND COLLECT BAY 2.6 AND 5 WIDE (LIMITED IN STRATUM) (DP270778 DOC.6) EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.1) EASEMENT FOR DRAINAGE OF WATER (DP270778 DOC.7) (B1) - BENEFITED BY EASEMENT FOR TEMPORARY SERVICES 3.885 WIDE (LIMITED IN STRATUM) (DP270778 DOC.8) (SEE SHEET 1)

 (AS) - ERKEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (0P270778 DOC.8)
 - EASEMENT FOR SUPPORT AND SHELTER (0P270778 DOC.8)
 - BENEFITED BY AN EASEMENT FOR SERVICES (0P270778 DOC.8) EASEMENT FOR SERVICES (DP270778 DOC.8)

WHOLE OF LOT EASEMENTS AFFECTING LOT 1 EASEMENT FOR SERVICES (DP270778 DOC.1)

(A6) - BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.9) - EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.9)
 - BENEFITED BY AN EASEMENT FOR SERVICES (DP270778 DOC.9) EASEMENT FOR SERVICES (DP270778 DOC.9)

(A7) - BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.10) - EASEMENT FOR CRANE JIB SWING (DP270778 DOC.10) - BENEFITED BY AN EASEMENT FOR NOISE, VIBRATION AND DUST (DP270778 DOC.10) BENEFITED BY AN EASEMENT FOR SERVICES (DP270778 DOC.10) EASEMENT FOR SERVICES (DP270778 DOC.10) BENEFITED BY AN EASEMENT FOR CRANE JIB SWING (DP270778 DOC.10) EASEMENT FOR CONSTRUCTION PURPOSES (DP270778 DOC.10) EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.10) BENEFITED BY AN EASEMENT FOR CONSTRUCTION PURPOSES (DP270778 DOC.10)

EASEMENT FOR NOISE, VIBRATION AND DUST (DP270778 DOC.10)

(M) - EBLEFITED BY AN EASEMENT TO PERMIT ENCROROACHING STRUCTURE TO REMAIN (0P270778 DOC.5)
 BENEFITED BY AN EASEMENT FOR SUPPORT AND SHELTER (0P270778 DOC.5)

(AI) - EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (DP270778 DOC.5) EASEMENT FOR SERVICES (DP270778 DOC.5)
 EASEMENT FOR SUPPORT AND SHELTER (DP270778 DOC.5)

(XM) - LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) - SEE PA40660 (SEE SHEET 1)

(RU) - RESTRICTION ON THE USE OF LAND (DP270778 DOC.7)

THIS IS SHEET 8CA OF DP270778 AND IT REPLACES SHEETS 8AG-6AY OF THE PLAN REGISTERED ON 3005/2017 THIS SHEET CONTAINS UPDATED DETAILS OF LOT 1 AS DEFINED IN THE DETAIL PLAN.

140

Surveyor's Ref: 6543CONV Date of Survey: 13/02/2018 Surveyor:

MICHAEL TRIFIRO

PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY

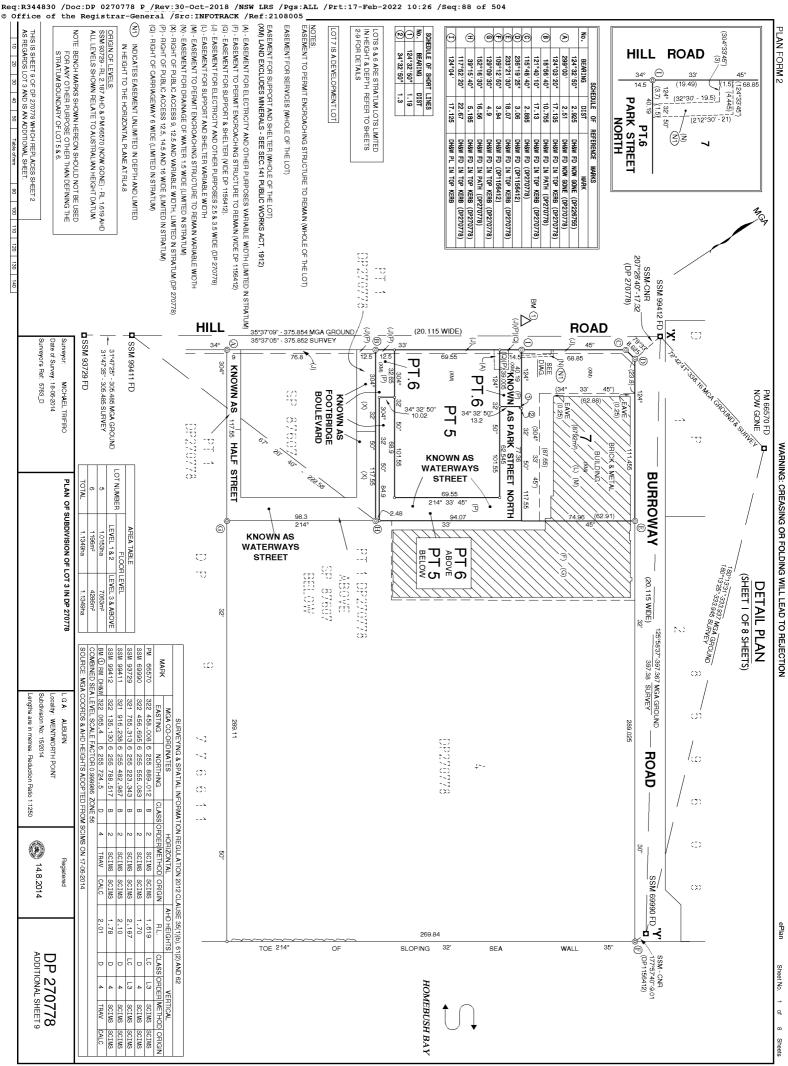
L G A: CITY OF PARRAMATTA

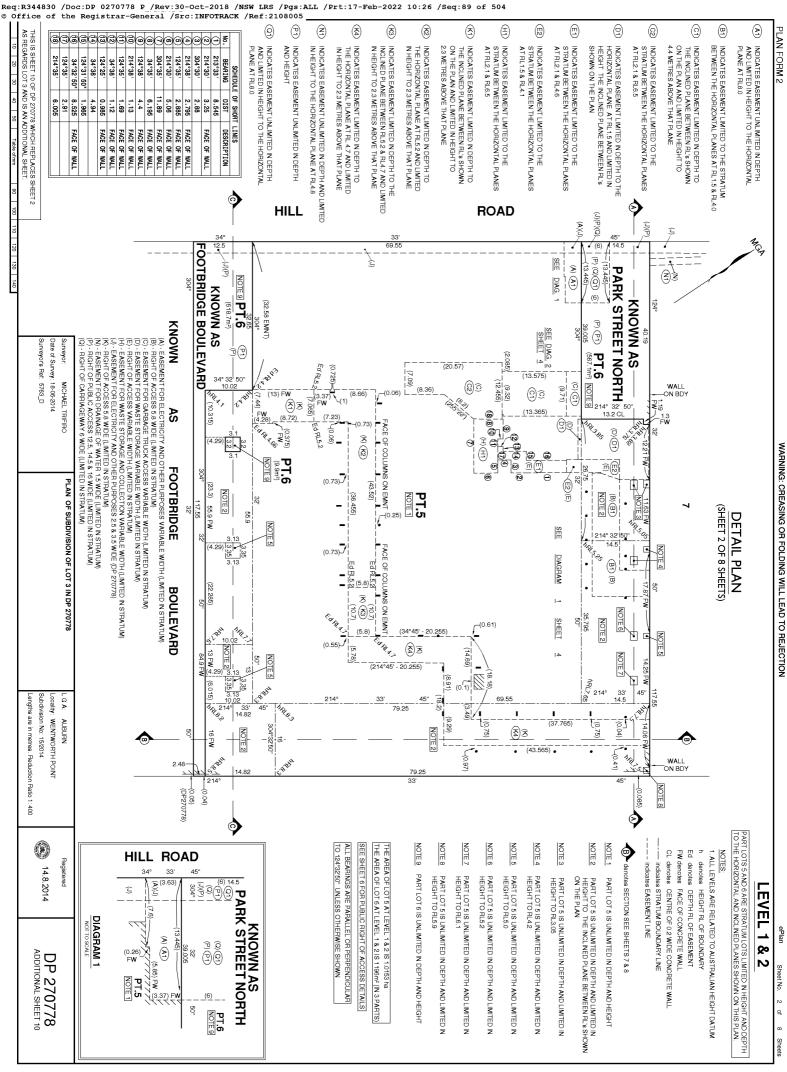
Subdivision No: Locality: WENTWORTH POINT

24.5.2018 Registered

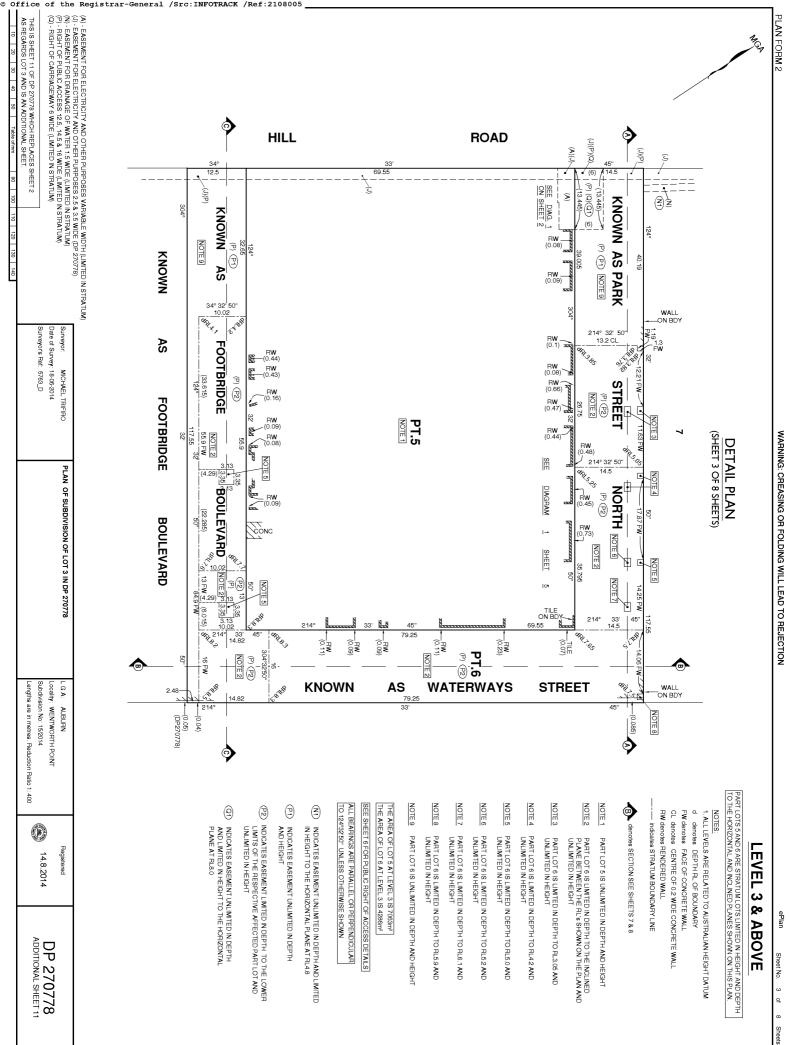
REPLACEMENT SHEET 8CA DP 270778

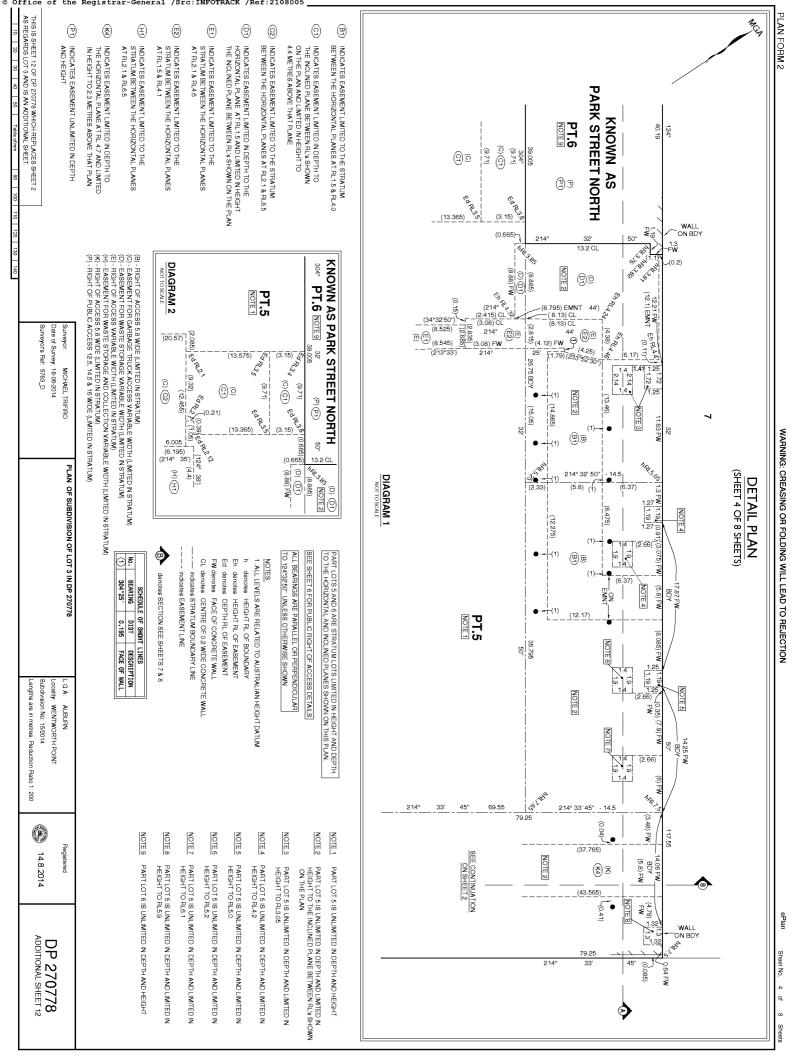
engths are in metres. Reduction Ratio N/A

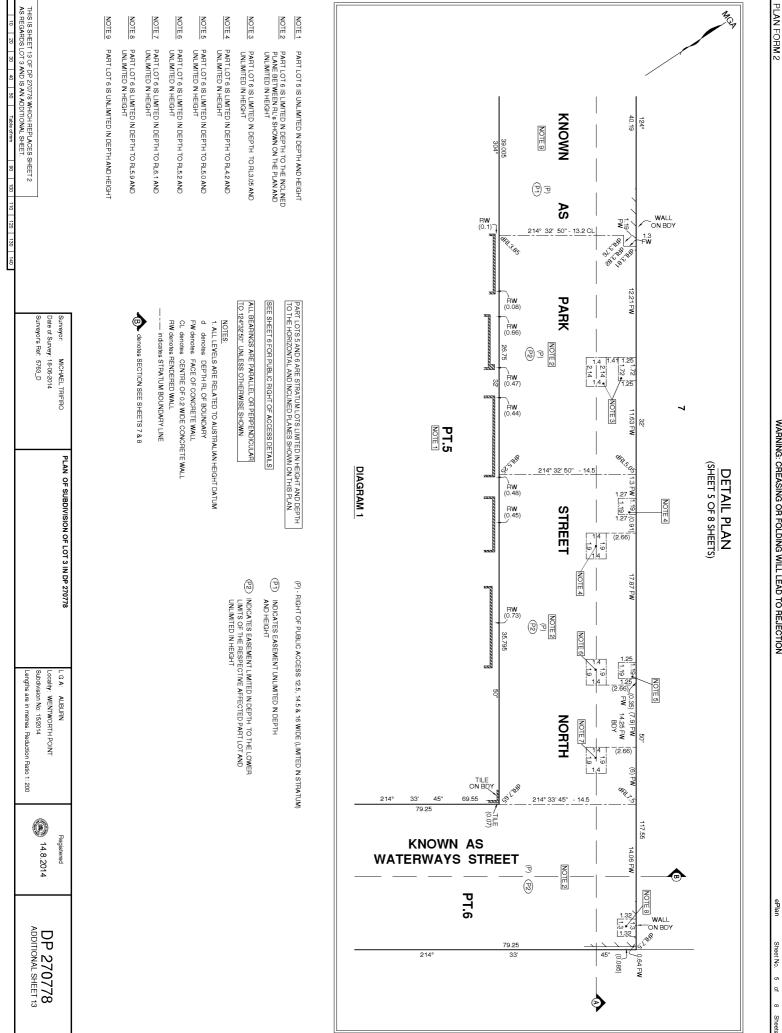


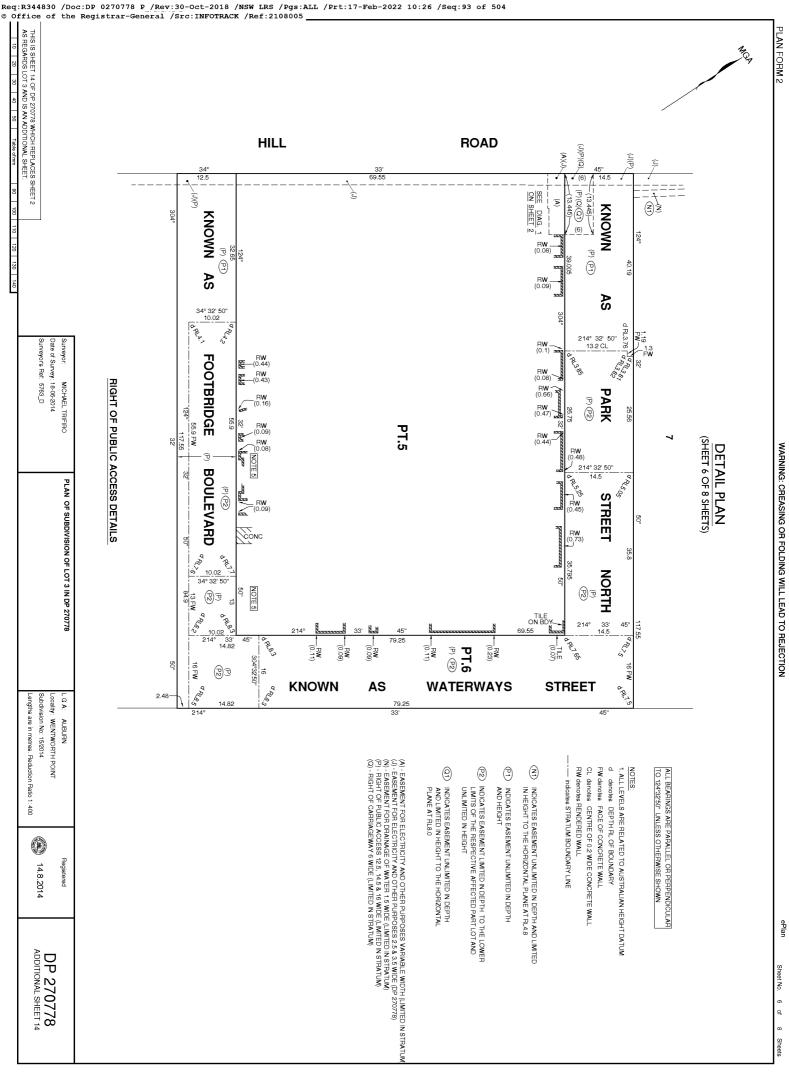


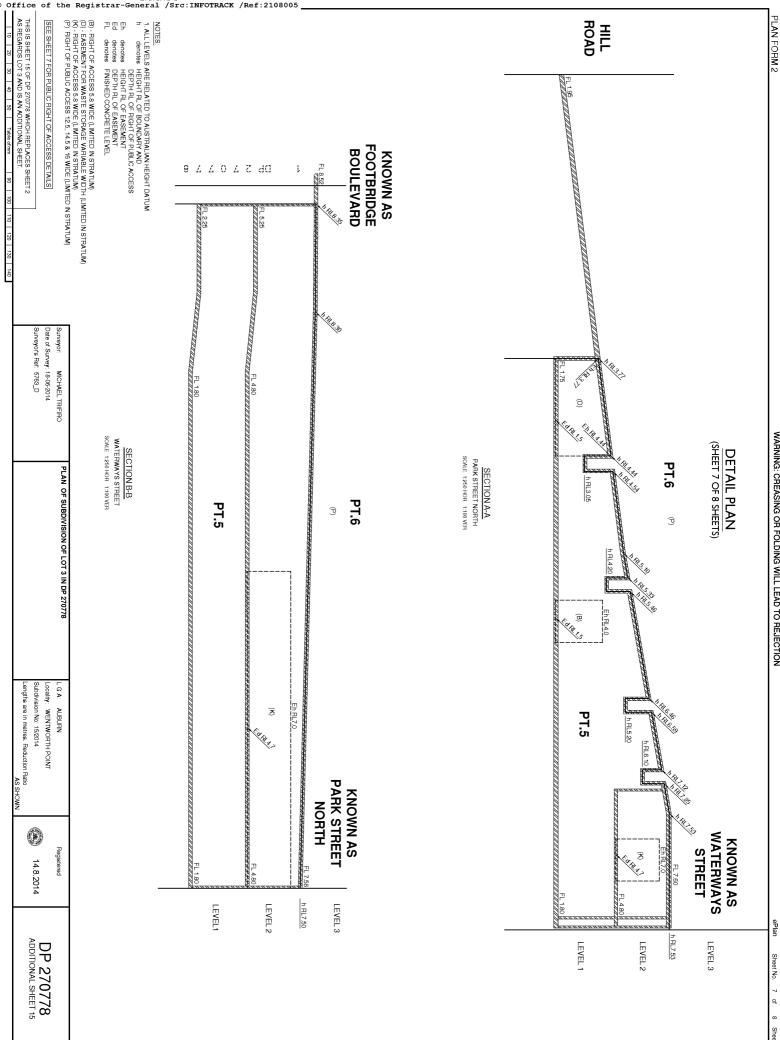
30-Oct-2018 of 504







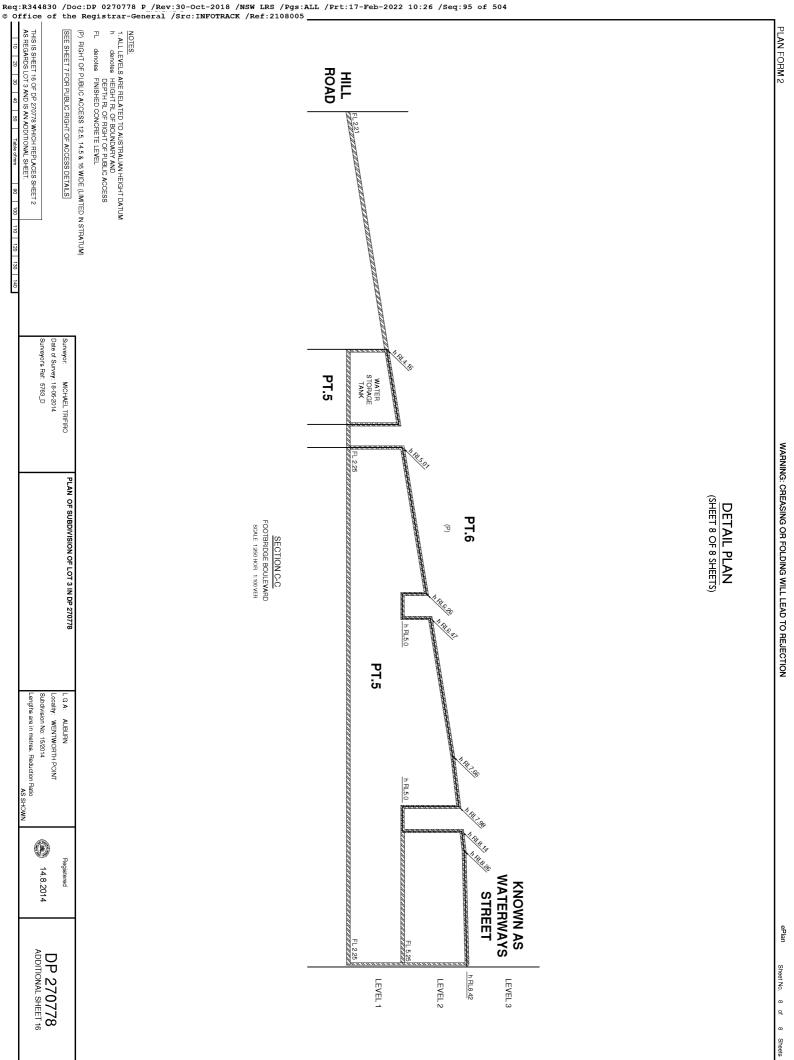


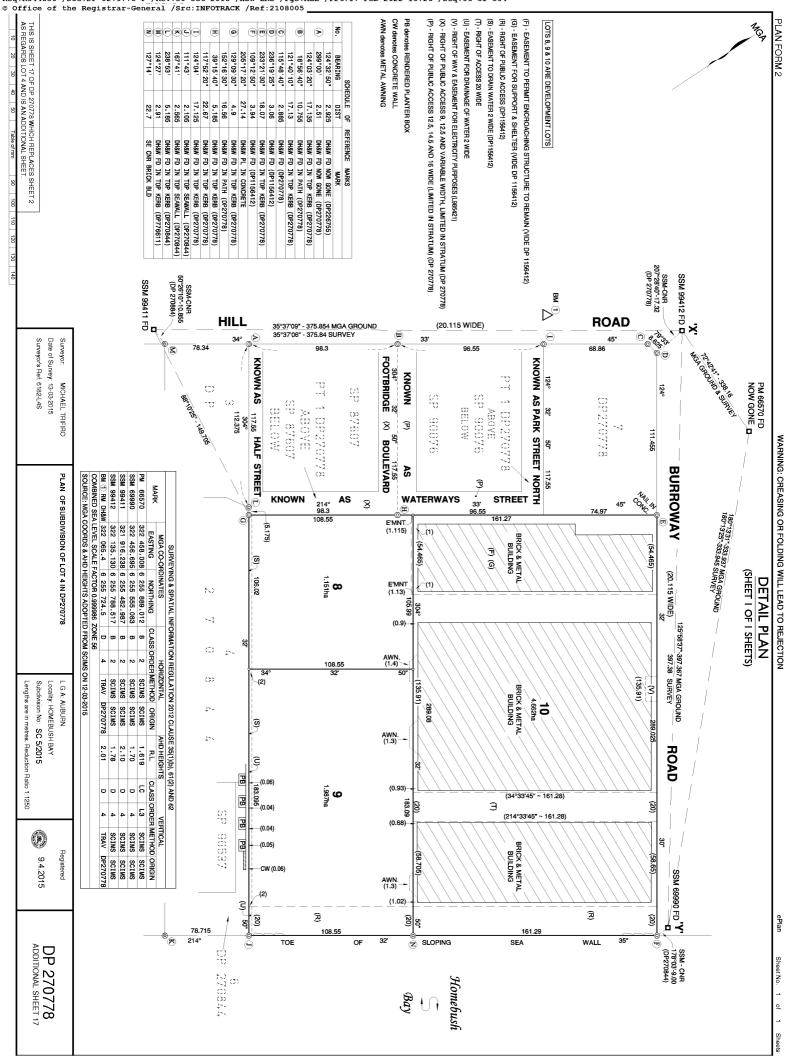


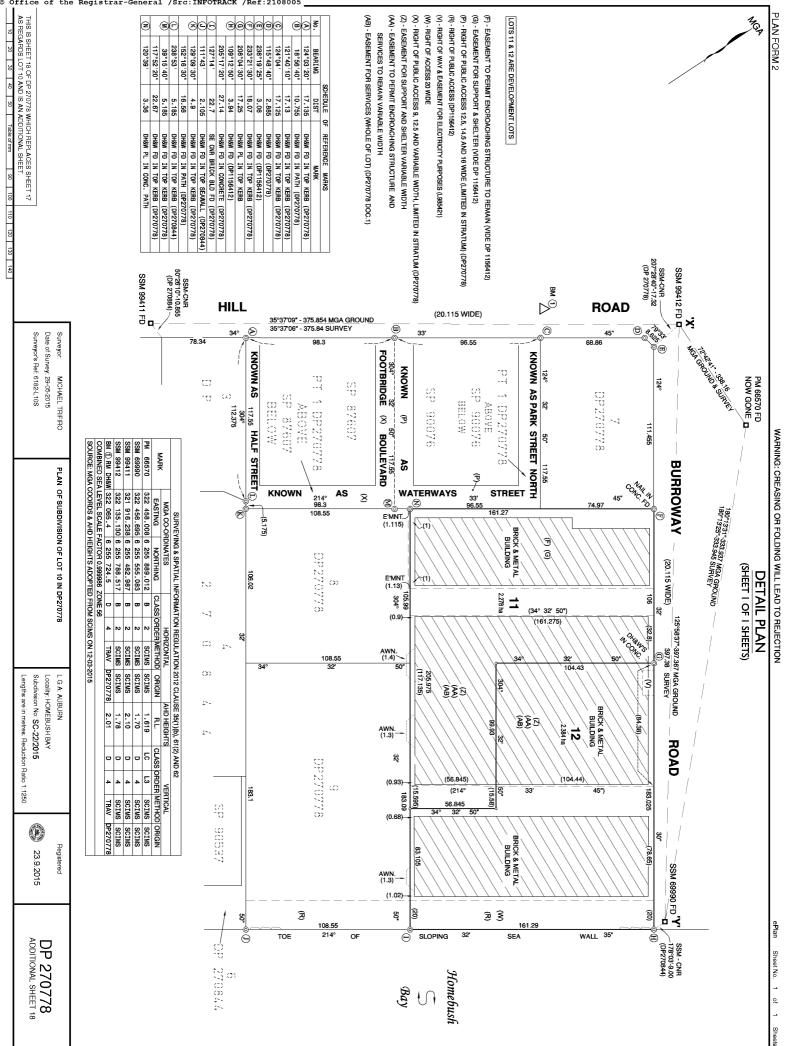
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:94 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

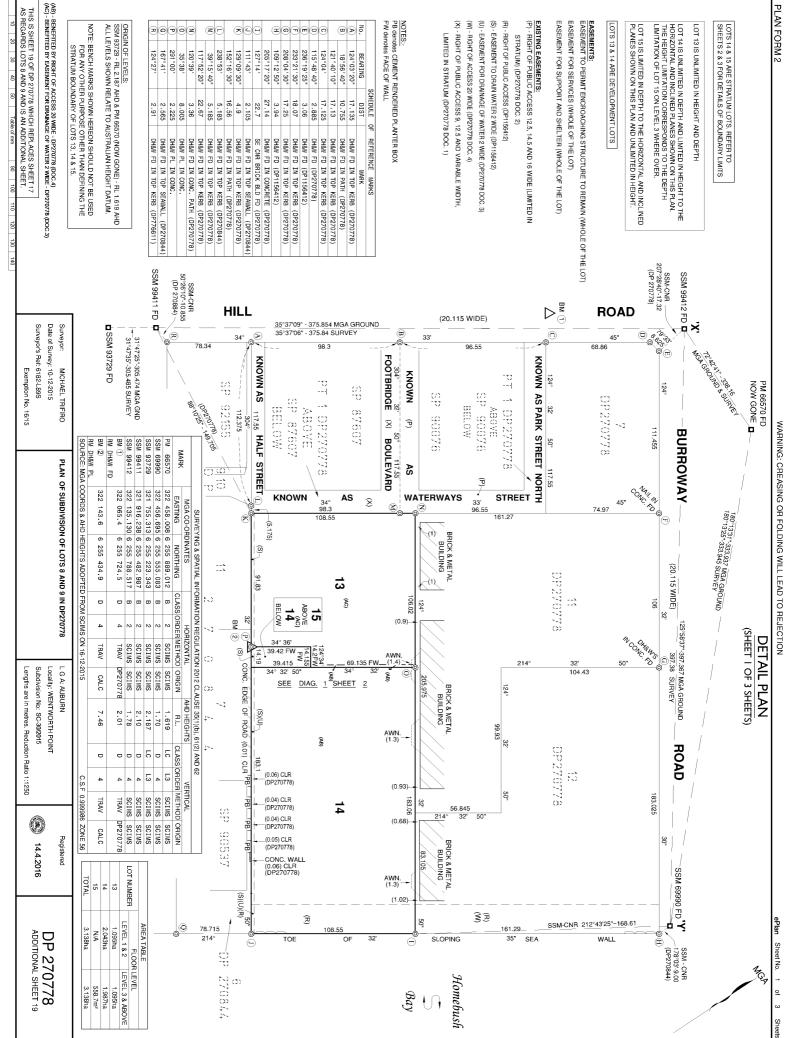
Sheet No. 7 of 8 Sheets

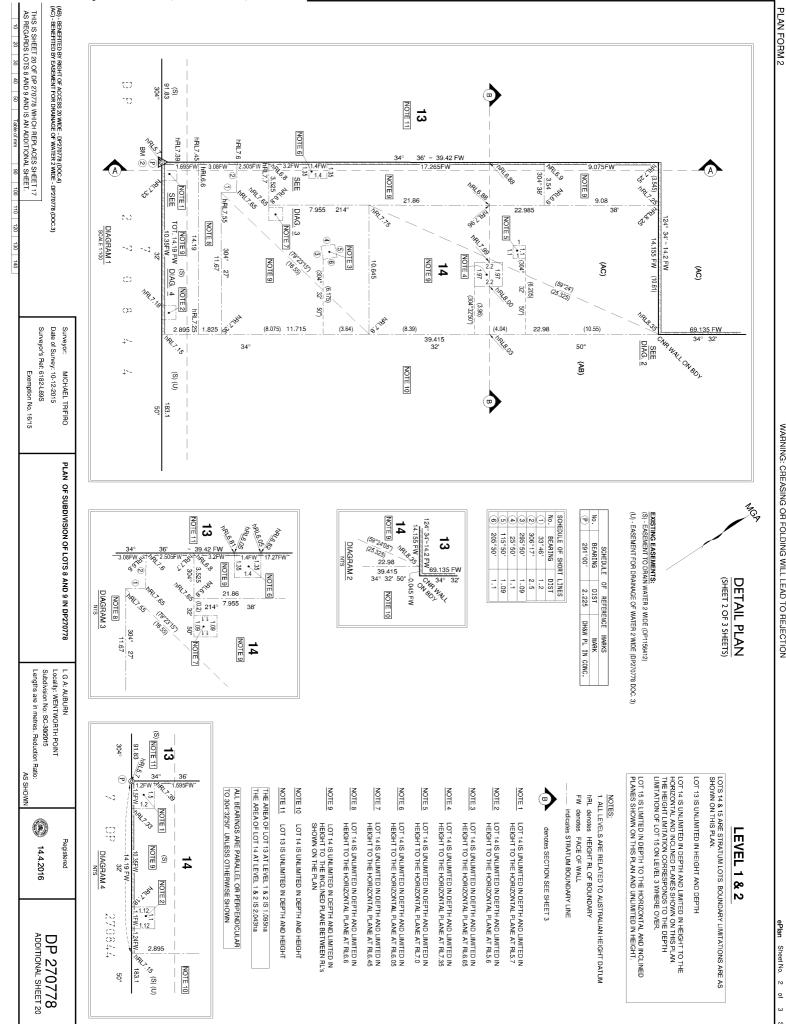




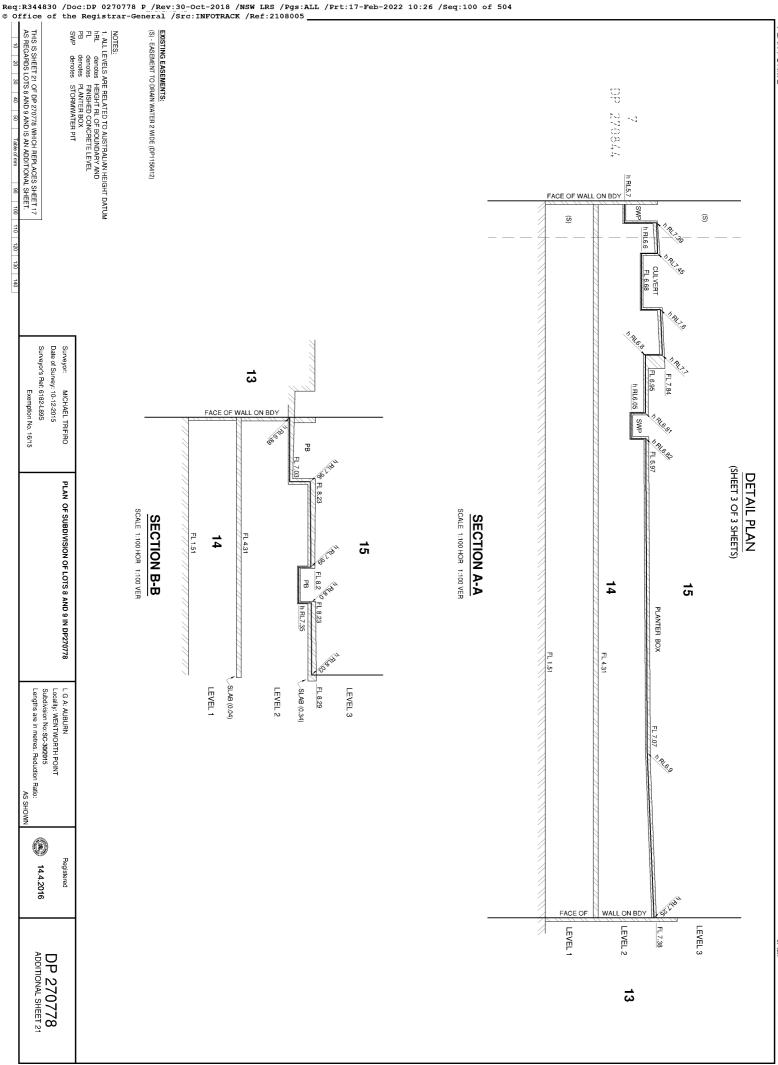


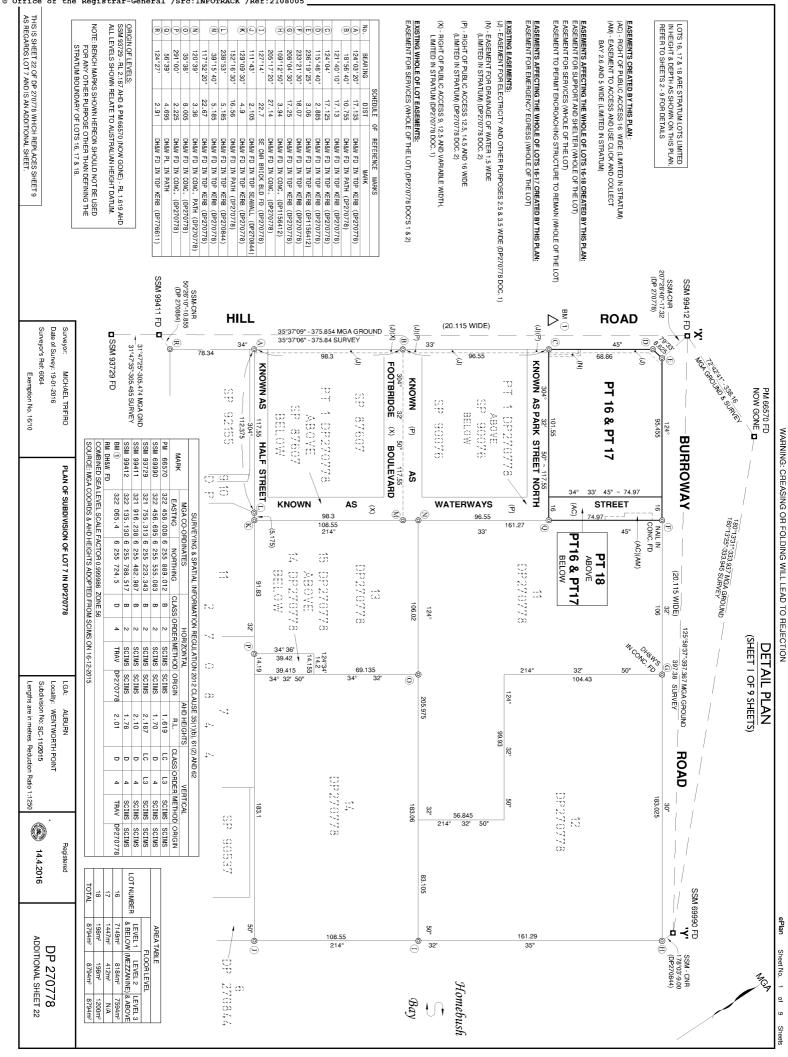
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:97 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005





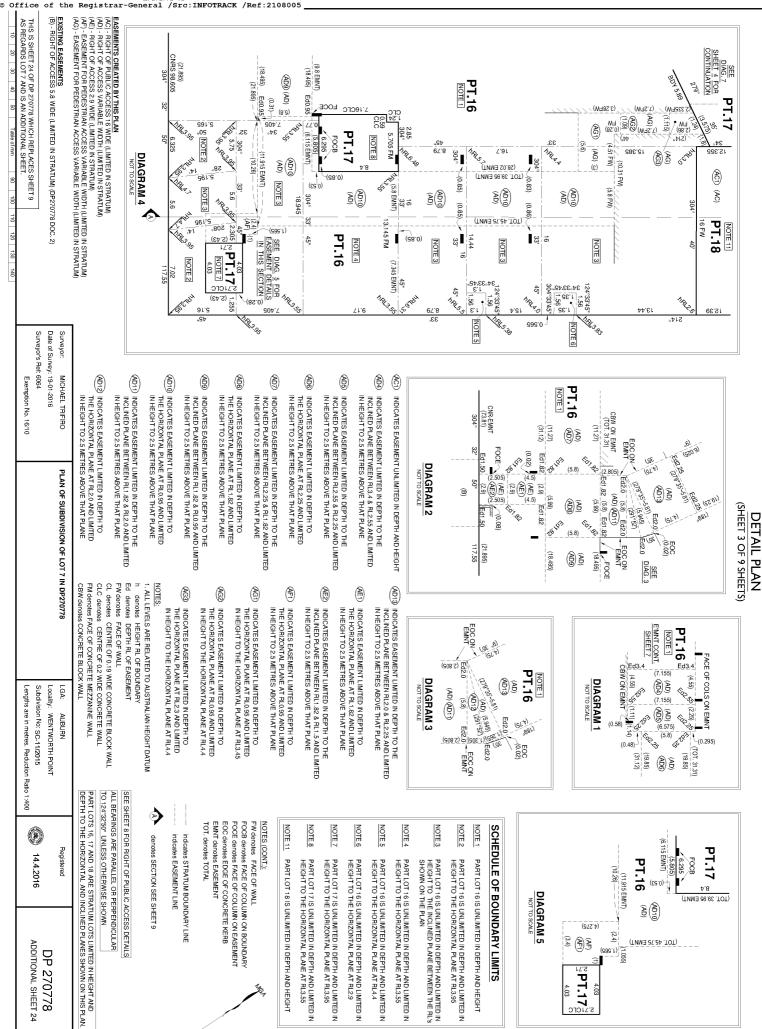
ePlan Sheet No. 2 of 3 Sheet





Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:101 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

									LRS /Pc		/Prt:17-	Feb-202:	2 10:26	/Seq:10	02 of 50	)4								-
10         20         30         40         50         Table of mm         90         100         110	THIS IS SHEET 23 OF DP 270778 WHICH REPLACES SHEET 9 AS REGARDS LOT 7 AND IS AN ADDITIONAL SHEET.	(AN) INDICATES PROPOSED EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL1.3	(AM) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT (SEE SHEET 7)	(L1) INDICATES EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.5	(AK) INDICATES EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.8	(A) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.25 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4.35	(AI3) INDICATES EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4.35	(A)) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.25 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4.35		(AH4) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.25 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.6		(AE2) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN R1.38 & RL1.5 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(AET) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL1.82 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(ADTA) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.25 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(ADI3) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI2.0 & RI2.25 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(AD10) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL0.95 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(D) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL1.82 & RL0.95 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(DB) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL1.82 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(AD) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL2.25 & RL1.82 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(ADB) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RI.2.25 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(ADS) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL2.55 & RL2.25 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	INCLINED PLANE BETWEEN RL3.4 & RL2.55 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	C INDICATES EASEMENT UNLIMITED IN DEPTH AND HEIGHT	PLAN FORM 2
120 130 1								"St		dø	<b>во к</b>		нורר	(A)(A) (A)	34°						_			8
140	Surveyor's Ref: 6064 Exemption No. 16/10		(AM) - EASEMENT TO ACCESS AND USE CLICK AND COLLECT BAY 2.6 AND 5 WDE (LIMITED PROPOSED EASEMENTS ON THIS PLAN (AN) - PROPOSED EASEMENT FOR DRAINAGE OF WATER 1.6 WDE (LIMITED IN STRATUM)	<ul> <li>(A) - EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATION)</li> <li>(A) - EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUN)</li> <li>(AK) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUN)</li> <li>(AK) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUN)</li> </ul>	(AF) - EXEMENT FOR PEDESTRIAL VACCESS VAAIABLE WIDTH (LIMITED IN STRATUM) (AG) - EXEMENT FOR PEDESTRIAL VACCESS VAAIABLE WIDTH (LIMITED IN STRATUM) (AG) - EXEMENT FOR PEDESTRIAL ACCESS VAAIABLE WIDTH (LIMITED IN STRATUM)	AC) - RIGHT OF PUBLIC ACCESS 16 WIDE (LIMITED IN STRATUM) FACE (AC) - RIGHT OF PUBLIC ACCESS 16 WIDE (LIMITED IN STRATUM) FACE (AD) - RIGHT OF ACCESS 20 AWIDE A MUTTEN IN ASTRATUM)	CBWON SEE DIAG.1 EWAT SHEET 3 CNR-EMAT 738) SHEET 3 CNRS 98,605			CBWON	FACE C	DF WALLS ( ( ( ( ( ( ( ( ( ( ( ( ( (	DN EMNT			(AL) (AL) (AK) (AK) (AK) (AK) (AK) (AK) (AK) (AK	3.42	HEIGHT TO THE HORIZONTAL PLANE AT RL4.4		NOTE 3 PART LOT 16 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN	NOTE 1 PART LOT 16 IS UNLIMITED IN DEPTH AND HEIGHT NOTE 2 PART LOT 16 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL3.95	SCHEDULE OF BOUNDARY LIMITS	(SHEET 2 OF	WARNING: CREASING OR FOLDING W
	Leng	IN DP270778	IN STRATUM)		ттим) атим) атим)		$\frac{AE}{AE} \xrightarrow[-]{} AE \frac{AE}{AE} \xrightarrow[-]{} AE AE$	Ed2.25, (11.27) Ed1.82, (A9) Ed1.82, (A) (AD) (AD) (A) (A) (A) Ed2.25, (11.27) Ed1.82, (A) Ed2.25, (11.27) Ed1.82, (A) Ed2.25, (A) (A) (A) (A) Ed2.25, (A)	FOCE   CBWON Edgo FOCE   CBWON Edgo FOCE   CBWON FOCE   C	10.11) 10.11) 10.11) 10.11) 10.11) 10.11) 10.11) 10.11) 10.11)		HR SHE	SEE DIAG. 7	68 (A495) (A4) (A4) (A4) (A4) (A4) (A4) (A4) (A4)	NOTES -16 20	PT.17 P	32' <b>F</b>	NOTE 11 PART LOT 18 IS UNLIMITED IN DEPTH AND HEIGHT	10	NOTE 9 PART LOT 17 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RIS.8		NOTE 6 PART LOT 16 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL2.9	HEET 2 OF 9 SHEETS)	FOLDING WILL LEAD TO REJECTION
	Subdivision No: SC-11/2015 Lengths are in metres. Reduction Ratio 1:400	LGA: AUBURN Locality: WENTWORTH POINT	<ul> <li>(i) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 &amp; 3.5 WIDE (DP270778 DOC. 1)</li> <li>(N) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (LIMITED IN STRATUM) (DP270778 DOC.2)</li> </ul>	RIGHT OF ACCESS 5.8 WIDE (LIMITED )				OCB 18.945	91'2 NOTE 8 6.295		45"~16 \$5,5 \$	¥G. 4	TOT)	2 1396CT 1453 1663) 1673 1773 1773 1773 1773 1	2 C.HIN		16	H AND HEIGHT	E AT RL9.0	E AT RL3.55 H AND LIMITED IN E AT RL5.8				
	14.4.2016	Registered	IER PURPOSËS 2.5 & 3.5 WIDE (DF 3 1.5 WIDE (LIMITED IN STRATUM)	N STRATUM) (DP270778 DOC. 2)		31	PT.17	YAA0	BOUN	[		NCBETE	OE CO	ACE	7	۵			FM denotes FACE O CBW denotes CONC FOCB denotes FACE	h denotes HEIGHT RL OF Ed denotes DEPTH RL OF I FW denotes FACE OF WALL CL denotes CENTRE OF 0.1	1. ALL LEVELS ARE	AT LOTS 16, 17 AND 18 ARE STR	LEVEL 1	ePlan
	ADDITIONAL SHEET 23	DP 270778	P270778 DOC. 1) (DP270778 DOC.2)								2.07 FACE OF WALL 1.155 FACE OF WALL 0.275 1.2	E OF SHORT LINES DIST DESCRIPTION 2.59 FACE OF WALL	THE AREA OF LOT 16 AT LEVEL 1 & BELOW IS 7149m² (IN 1 PART) THE AREA OF LOT 17 AT LEVEL 1 & BELOW IS 1447m² (IN 8 PARTS) THE AREA OF LOT 18 AT LEVEL 1 & BELOW IS 198m² (IN 1 PART)	ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 124*32'50* UNLESS OTHERWISE SHOWN	SEE SHEET 8 FOR RIGHT OF PUBLIC ACCESS DETAILS	Indicates EASEMENT LINE denotes SECTION SEE SHEET 9	E-E denotes: CONNECTION BETWEEN EASEMENT CORNERS	FOCE denotes FACE OF COLUMN ON EASEMENT EOC denotes EDGE OF CONCRETE KERB EMNT denotes EASEMENT TOT, denotes TOTAL	FM denotes FACE OF CONCRETE MEZZANINE WALL CBW denotes CONCRETE BLOCK WALL FOCB denotes FACE OF COLUMN ON BOUNDARY	h denotes HEIGHT RLOF BOUNDARY Ed denotes DEPTH RLOF EASEMENT FM denotes FACEOF WALL CL denotes CENTRE OF 0.19 WIDE CONCRETE BLOCK WALL	1. ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM	PART LOTS 16, 17 AND 18 ARE STRATUM LOTS LIMITED IN HEIGHT AND	& BELOW	an Sheet No. 2 of 9 Sheets

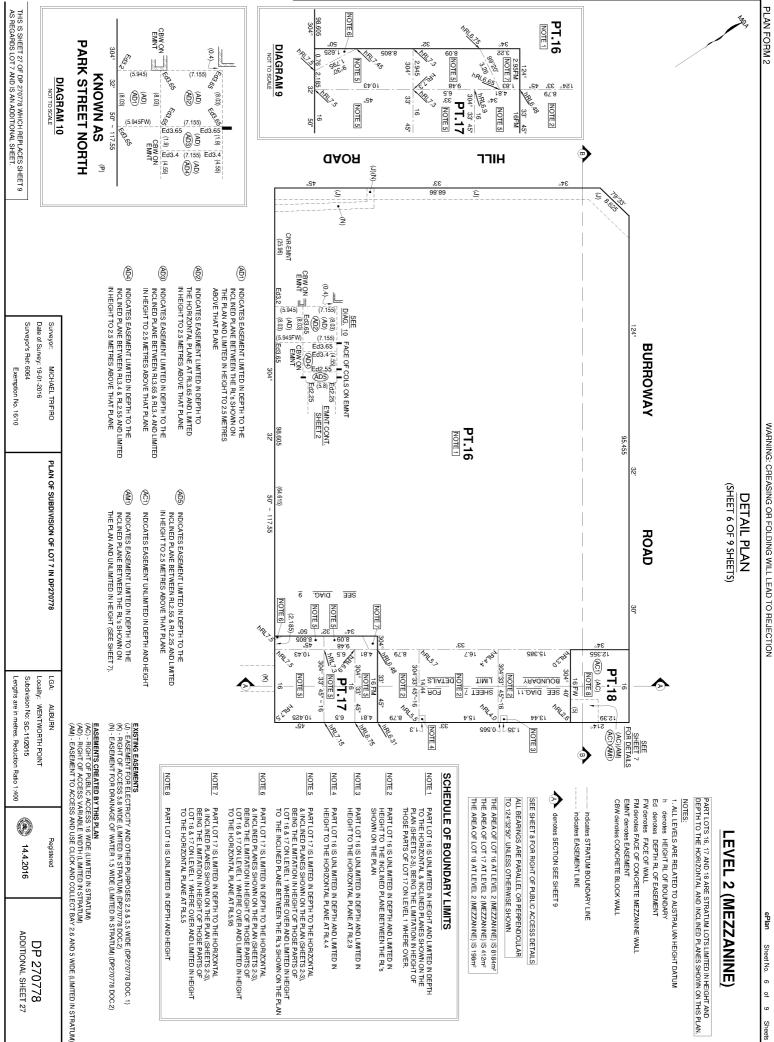


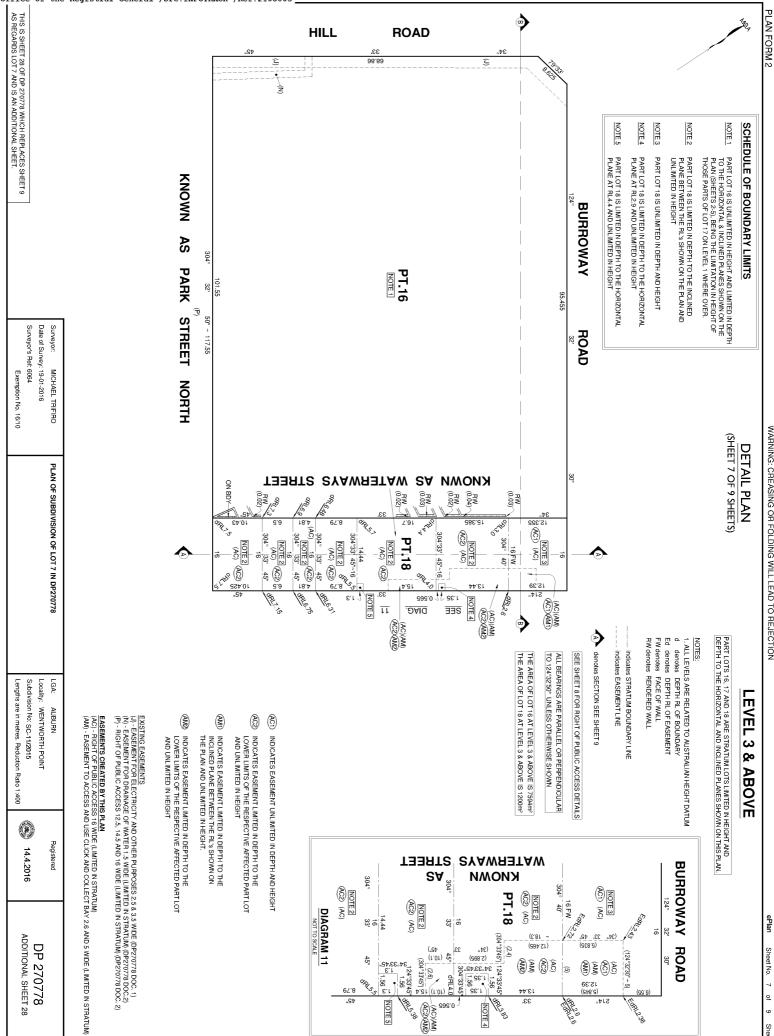
ePlan Sheet No. 3 of 9 Sheet

		P /Rev:30-Oct-20 neral /Src:INFOT			/Prt:17	-Feb-2022	10:26 /S	eq:10	04 of 504				
<ul> <li>(HS) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.25 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL90</li> <li>THIS IS SHEET 25 OF DP 270778 WHICH REPLACES SHEET 9 AS REGARDS LOT 7 AND IS AN ADDITIONAL SHEET.</li> </ul>		(AH) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL.1:0 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE (AH2) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL1:4 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4:35 (AH3) INDICATES EASEMENT LIMITED IN DEPTH TO	AG2 INDICATES EASEMENT LIMITED IN DEPTH FIO THE HORIZONTAL PLANE AT RUGS AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4.4 DEPT AG3 INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.3 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4.4	NDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL035 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL3.45	(AD)3 INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RIZ25 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE	(AC) INDICATES EASEMENT UNLIMITED IN DEPTH AND HEIGHT     (AD) INDICATES EASEMENT LIMITED IN DEPTH TO THE     INCLINED PLANE BETWEEN RL1.82.8 RL0.95 AND LIMITED     IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE		denotes SECTION SEE SHEET 9	EMNT denotes EASEMENT indicates STRATUM BOUNDARY LINE indicates EASEMENT LINE	NOTES: 1. ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM h denotes HEIGHT FIL OF BOUNDARY FW denotes FACE OF WALL CL denotes CENTRE OF 0:19 WIDE CONCRETE BLOCK WALL FOCE denotes FACE OF COLUMN ON EASEMENT			<sup>3</sup> 8,
Surveyor: MICHAEL TRIFIRO Date of Survey: 19-01-2016 Surveyor's Reit 6064 Exemption No. 16/10		(AD) - RIGHT OF ACCESS VARIABLE WIDTH (LMITED IN STRATUM) (AG) - EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LMITED IN STRATUM) (AH) - EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LMITED IN STRATUM)	PART LOTS 16, 17 AND 18 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH TO THE HORIZONTAL AND INCLINED PLANES SHOWN ON THIS PLAN. EASEMENTS CREATED BY THIS PLAN (AC) - RIGHT OF PUBLIC ACCESS 16 WIDE (LIMITED IN STRATUM)	SEE SHEET 8 FOR RIGHT OF PUBLIC ACCESS DETAILS		NOTE 3         PART LOT 16 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN           NOTE 9         PART LOT 17 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.8	SCHEDULE OF BOUNDARY LIMITS		(16.469) (AD) DIAGRAM 6 NOT TO SCALE	(28:0) (28:0) (29:0)	(124°30) (2241)		DETAIL PLAN (SHEET 4 OF 9 SHEETS)
PLAN OF SUBDIVISION OF LOT 7 IN DP270778	(St. (59)	Connight States	B B I I I I I I I I I I I I I I I I I I	1000 100 100 100 100 100 100 100 100 10	(14) (14) (14)	NOTE1	909) 55.681)	- 12-2- °	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	ં કર			SHEFT 5 FOR
LGA: AUBURN Locality: WENTWORTH POINT Subdivision No: Sc112015 Lengths are in metres. Reduction Ratio 1:400	FOR CONTINUATION	1000 100 1000 1	(Distant)		55 DF	The second secon			1015-11-12-12-12-11-12-12-12-12-12-12-12-12-	W _ NR	51 (19) (AH) 52 (19) (AH) 54 (19) (AH) 54 (19) (19) (19) 54 (19) (19) (19) (19) (19) (19) (19) (19)	PT.17	Ø
Registered	DIAGRAM 7 NOT TO SCALE	(P)		(M-386-2)	A 09551 FW	<b>17</b> ۲	`\	kan -	M) (0.28FW) (0.28FW)	3. ~ 11.196CL (1.5EW) (18.665F (1.5EW) (18.765F) (18.765F) (19.775F) (19.775	(1332-LA)	روب 214:32:60 2014:20	2
DP 270778 Additional sheet 25									(10.31 FW) (4.31 FW)	<u>SHEET 3 FOR</u> CONTINUATION	48:382 42. 42.	34° 33' 12.355 34° 33' 34° 33'	-

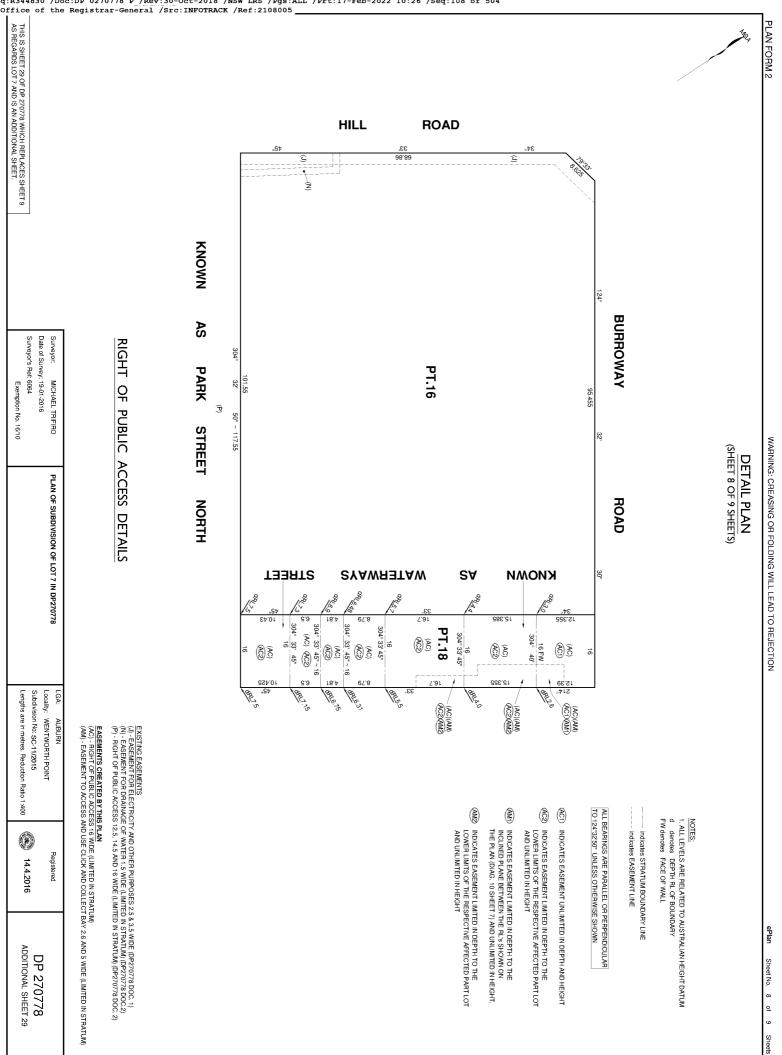
o Office of the	Registrar-General /Src:INFOTRACK /Ref:210800		PLAN FORM 2
(AN) - PROPOSED EASEMENTS ON THIS PLAN (AN) - PROPOSED EASEMENT FOR DRAINAGE OF WATER 1.6 WIDE (LIMITED IN STRATUM) THIS IS SHEET 26 OF DP 270778 WHICH REPLACES SHEET 9 AS REGARDS LOT 7 AND IS AN ADDITIONAL SHEET.	NOTES:         1. ALL EVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM FW denotes FACE OF WAL C. denotes GENTRE OF 0.19 WIDE CONCRETE BLOCK WALL FOCD denotes FACE OF COLUMN ON EASEMENT FOCE denotes FACE OF COLUMN ON EASEMENT FOCE denotes STRATUM BOUNDARY LINE         FOCE denotes FACE OF COLUMN ON EASEMENT         FOR denotes FACE OF COLUMN ON EASEMENT         FOR BELECTION SEE SHEET 8         ENSTING EASEMENTS         (J) - FASEMENT FOR FELECTIFICITY AND OTHER PURPOSES 2.5 & 3.5 WIDE (DP270778)         EASEMENT FOR FEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AU) - EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AU) - EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AU) - EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AU) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AU) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AU) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AU) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)	42. 42. 42. 42. 42. 42. 42. 42.	DRM 2
Surveyor: MICHAEL TRIFIRO PLAN OF SUBDIVISION OF LOT 7 IN DP270778 Date of Survey: 19-01-2016 Surveyor's Rel: 6064 Exemption No. 16/10	SEE SHEET 8 FOR RIGHT OF PUBLIC ACCESS DETAILS PART LOTS 16, 17 AND 18 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH TO THE HORIZONTAL AND INCLINED PLANES SHOWN ON THIS PLAN. ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 124*32:50° UNLESS OTHERWISE SHOWN SCHEDULE OF BOUNDARY LIMITS NOTE 1 PART LOT 16 IS UNLIMITED IN DEPTH AND HEIGHT NOTE 9 PART LOT 17 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RLS. NOTE 10 PART LOT 17 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RLS.	(M4.002) (M0.002) (M0.00	WARNING: CREASING OR FOLDING WILL LE
7 IN DP270778 LGA: AUBURN Locality: WENTWORTH POINT Subdivision No: SC-11/2015 Lengths are in metres. Reduction Ratio 1:400	(OT HIS PLAN. (AD) (NDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL225 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THAT PLANE (AH) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL225 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL235 (AH) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL225 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL25 (AH) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL225 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL20 (AI) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL225 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL30 IN HEIGHT TO THE HORIZONTAL PLANE AT RL35 IN HEIGHT TO THE HORIZONTAL PLANE AT RL435		VILL LEAD TO REJECTION
Pegistered DP 270778 14.4.2016 ADDITIONAL SHEET 26	<ul> <li>(A2) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.2 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.0</li> <li>(A3) INDICATES EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4.35</li> <li>(A1) INDICATES EASEMENT LIMITED IN DEPTH AND IN HORIZONTAL PLANE AT RL2.25 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL4.35</li> <li>(A1) INDICATES EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.8</li> <li>(A1) INDICATES EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.5</li> <li>(A1) INDICATES PROPOSED EASEMENT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.13</li> </ul>	PT.16 PT.16 PT.16 PT.16 PT.16 PT.17 PT.17 PT.17 PT.17 PT.17 PT.16 PT.16 PT.16 PT.16 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.16 PT.16 PT.16 PT.16 PT.17 PT.16 PT.16 PT.17 PT.17 PT.17 PT.17 PT.17 PT.17 PT.16 PT	ePlan Sheet No. 5 of 9 Sheets

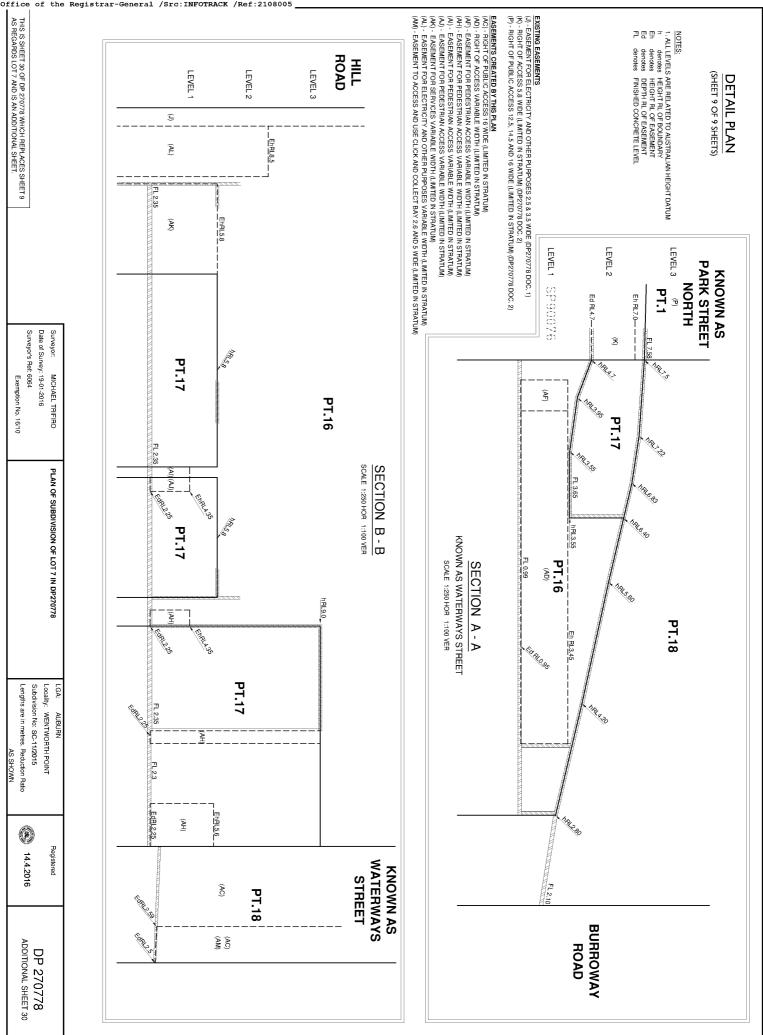
Reg:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:105 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 \_\_\_\_\_\_



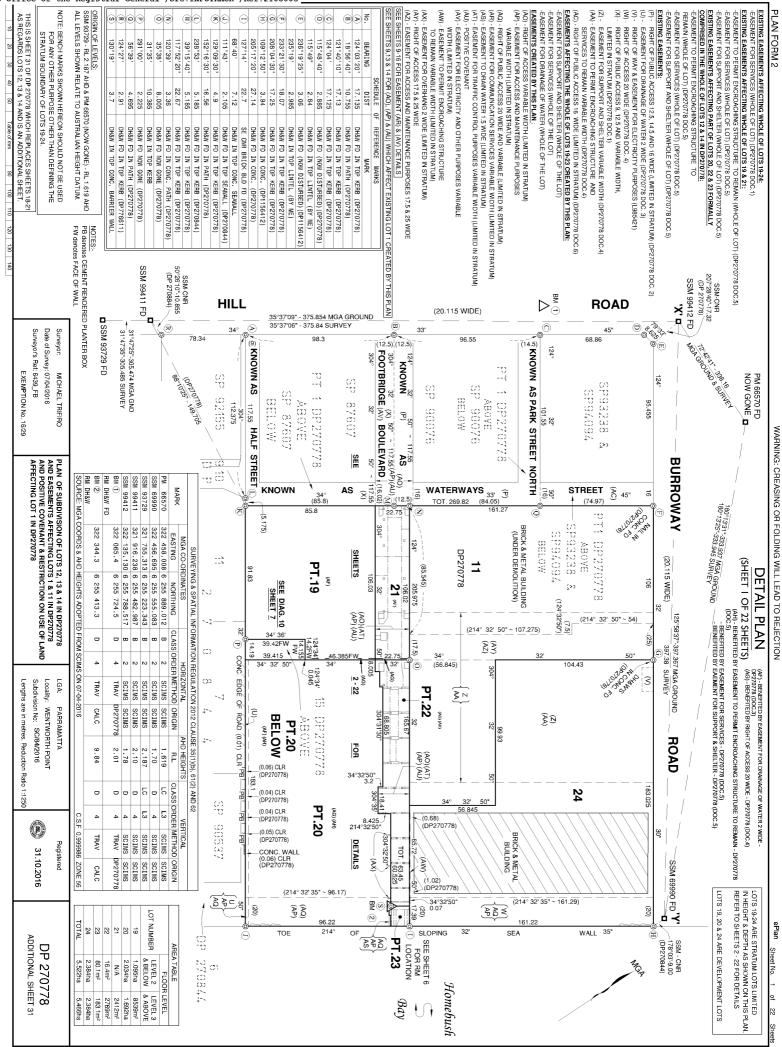


Sheets

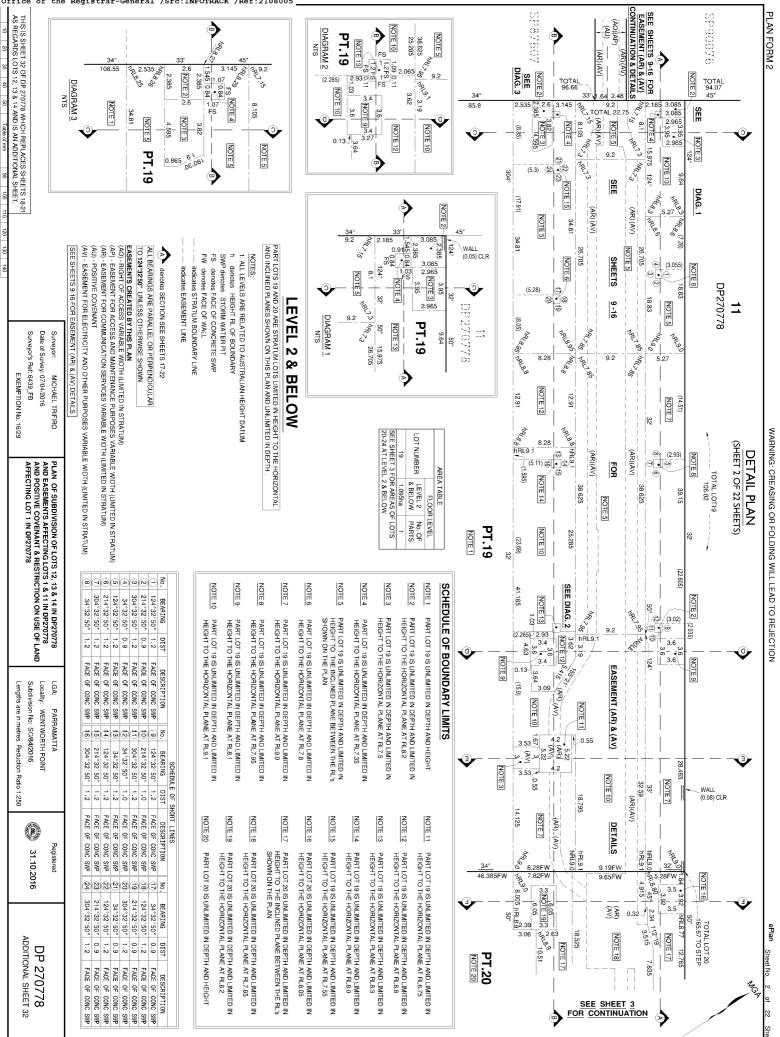




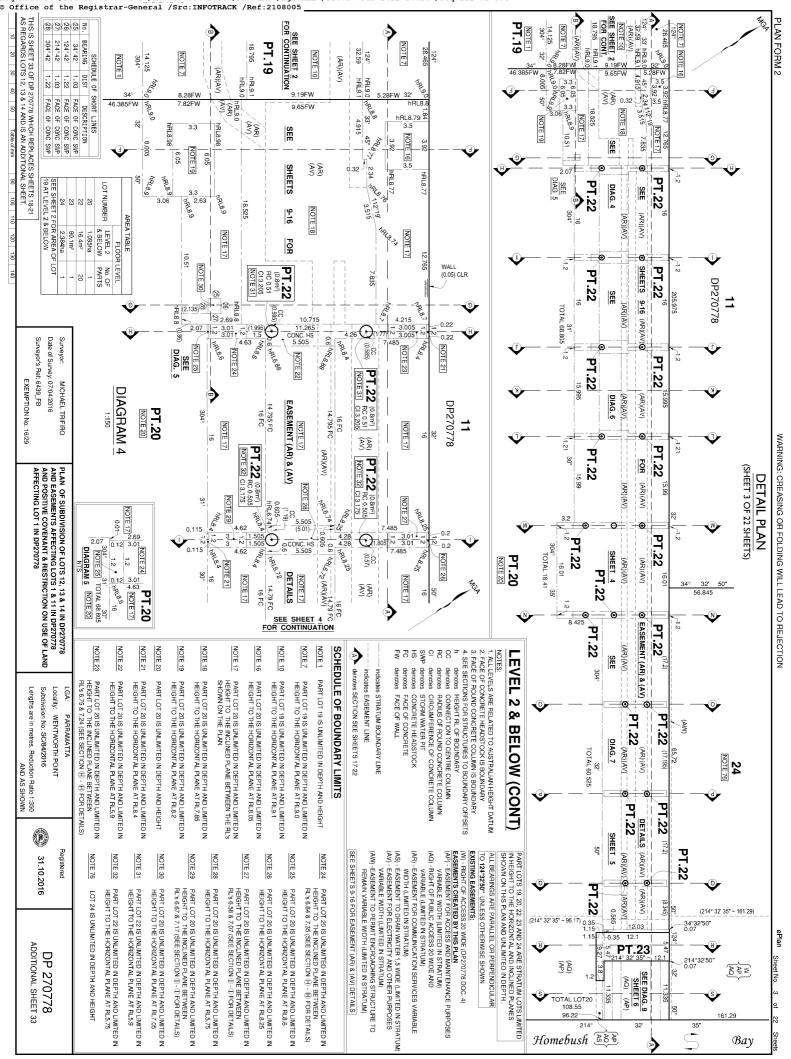
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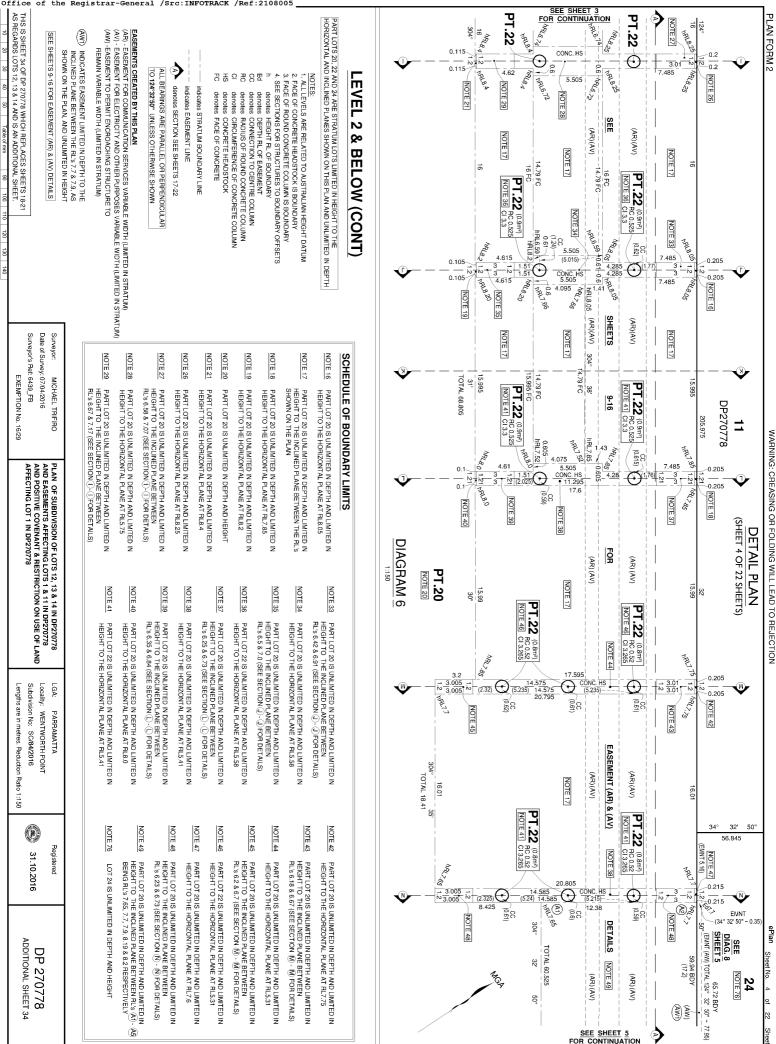


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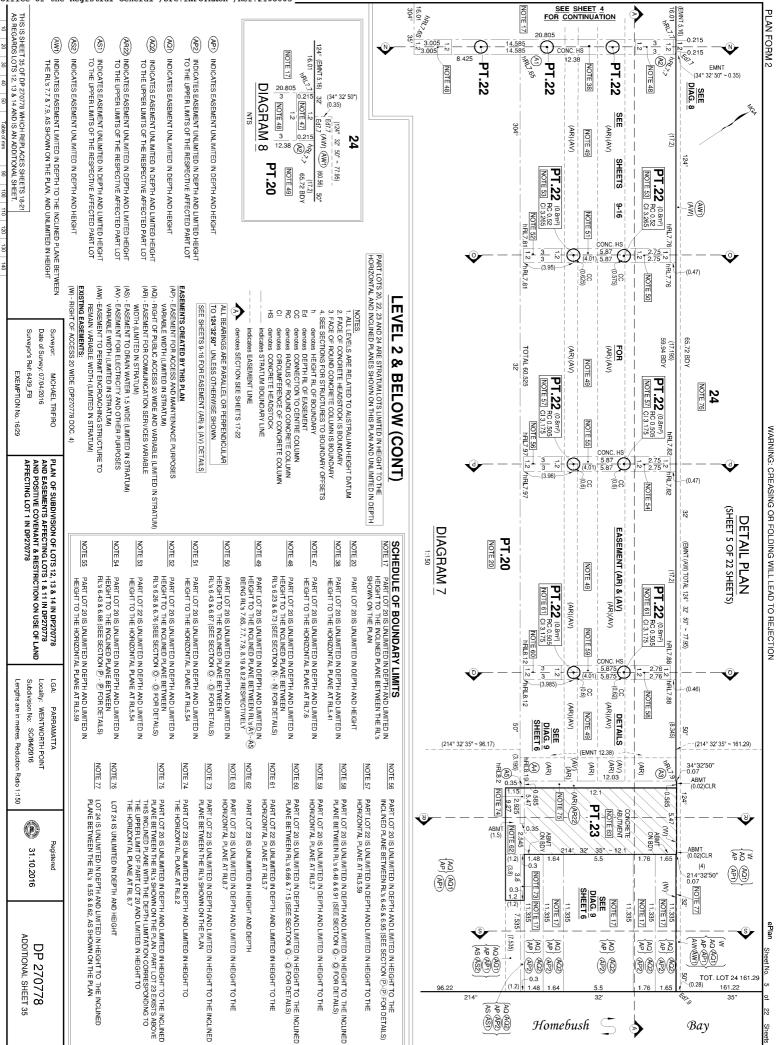


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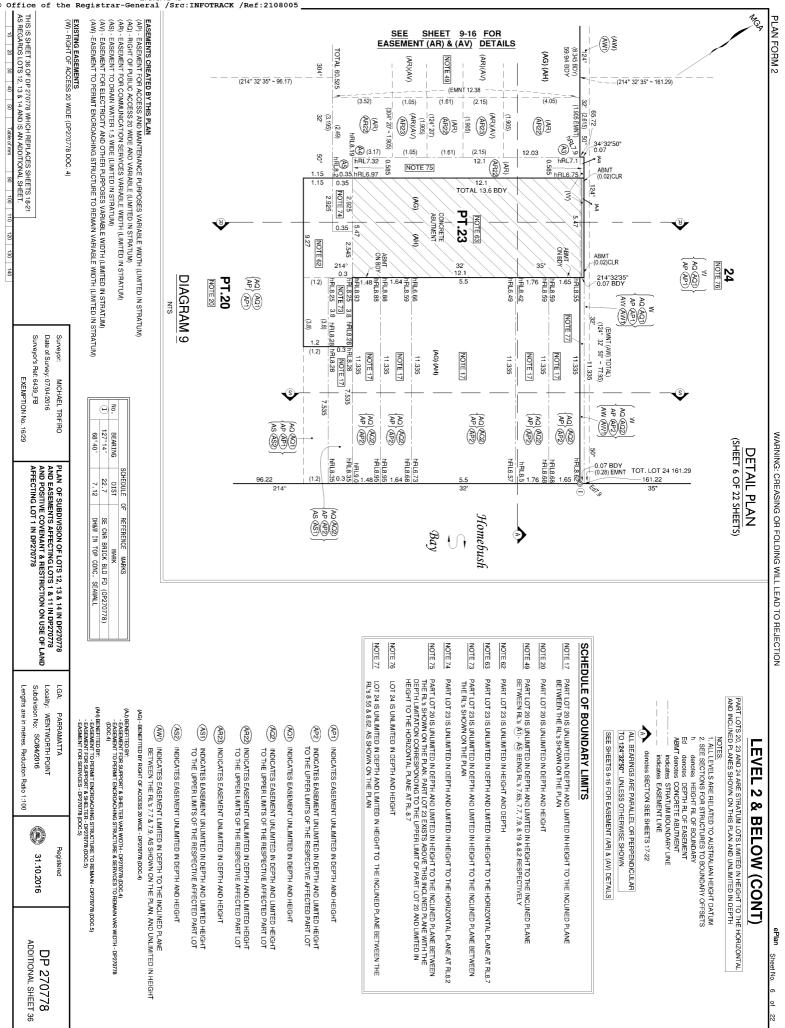


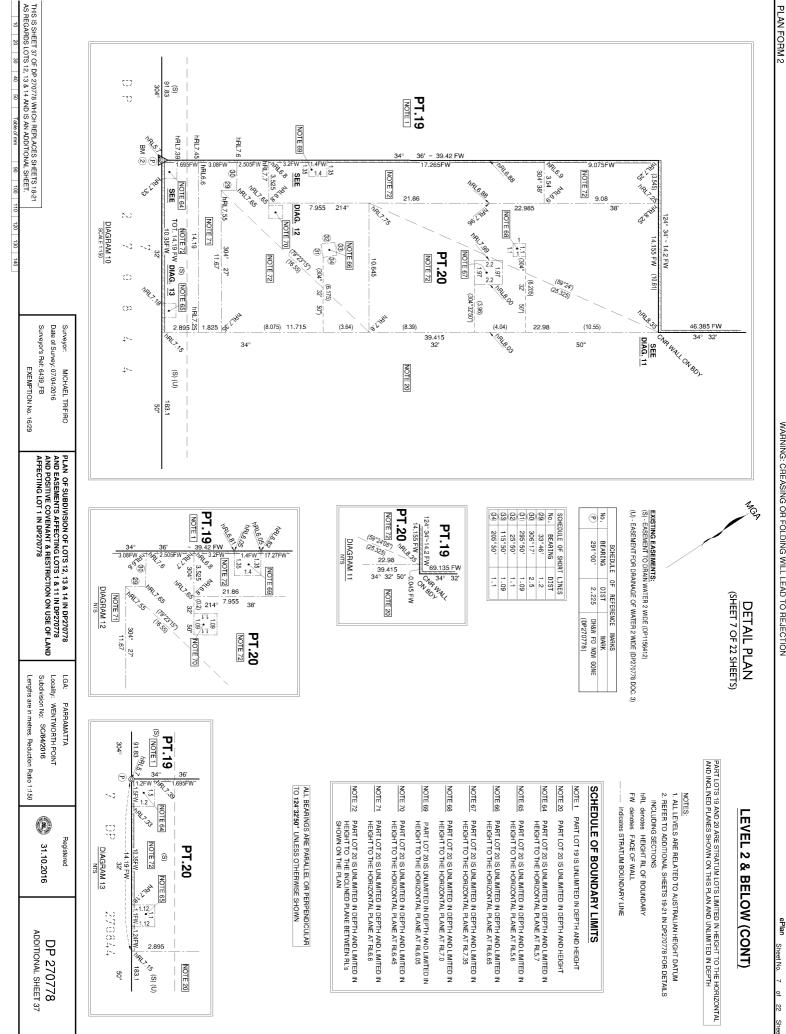


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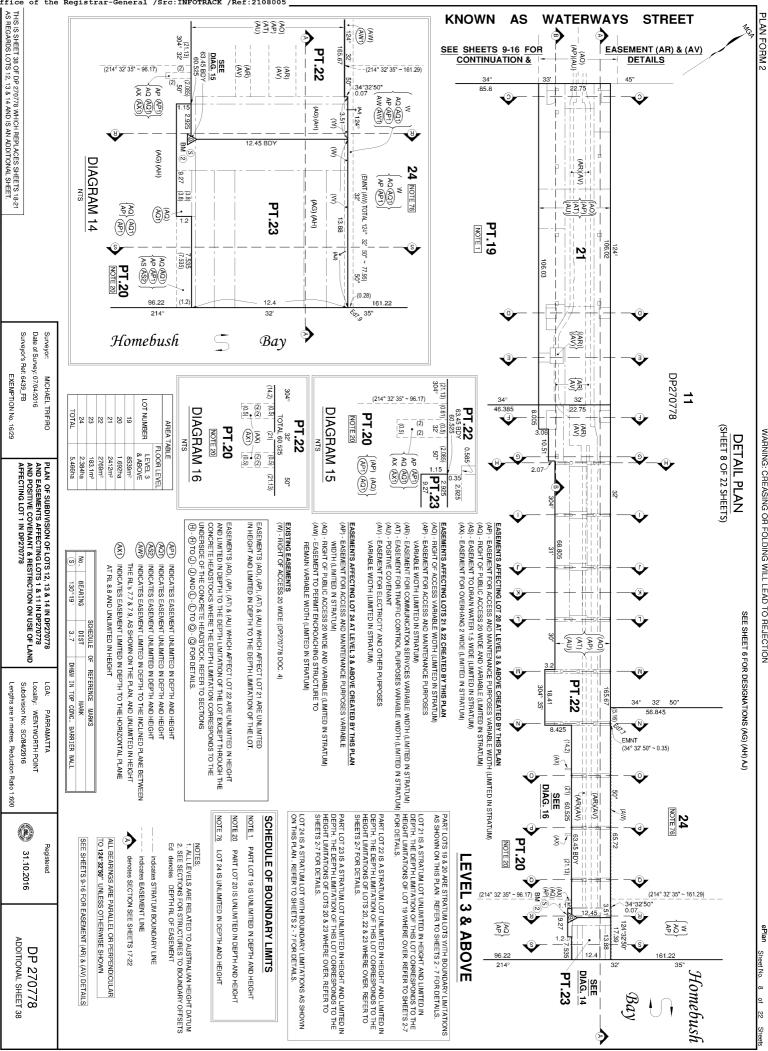


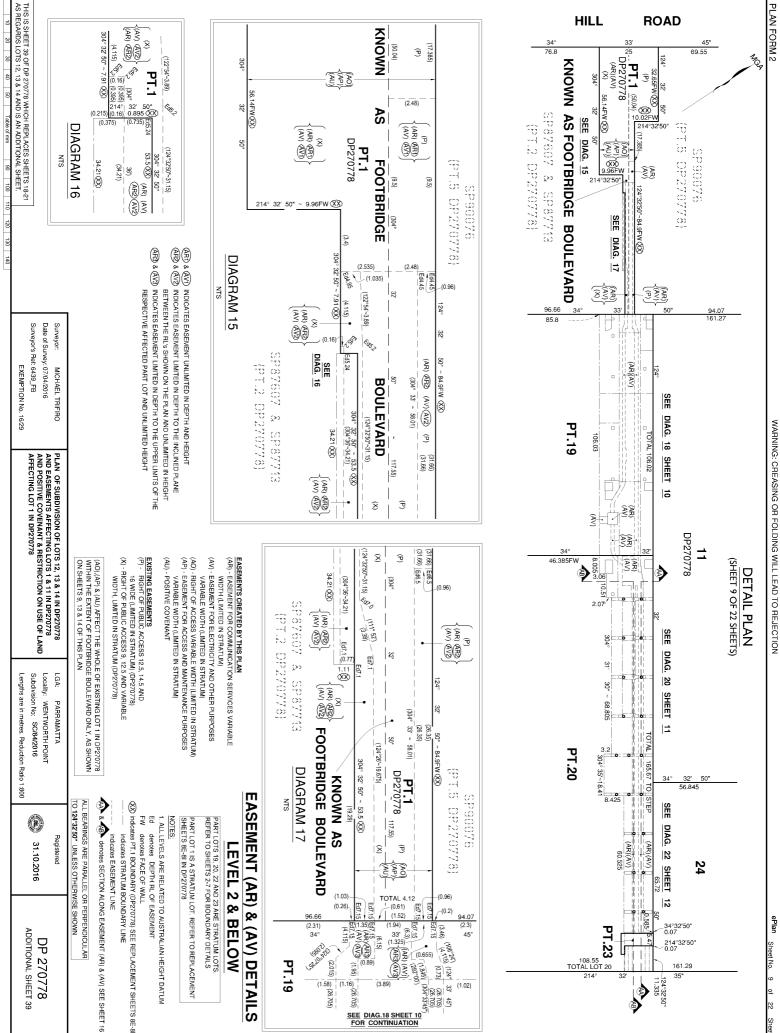
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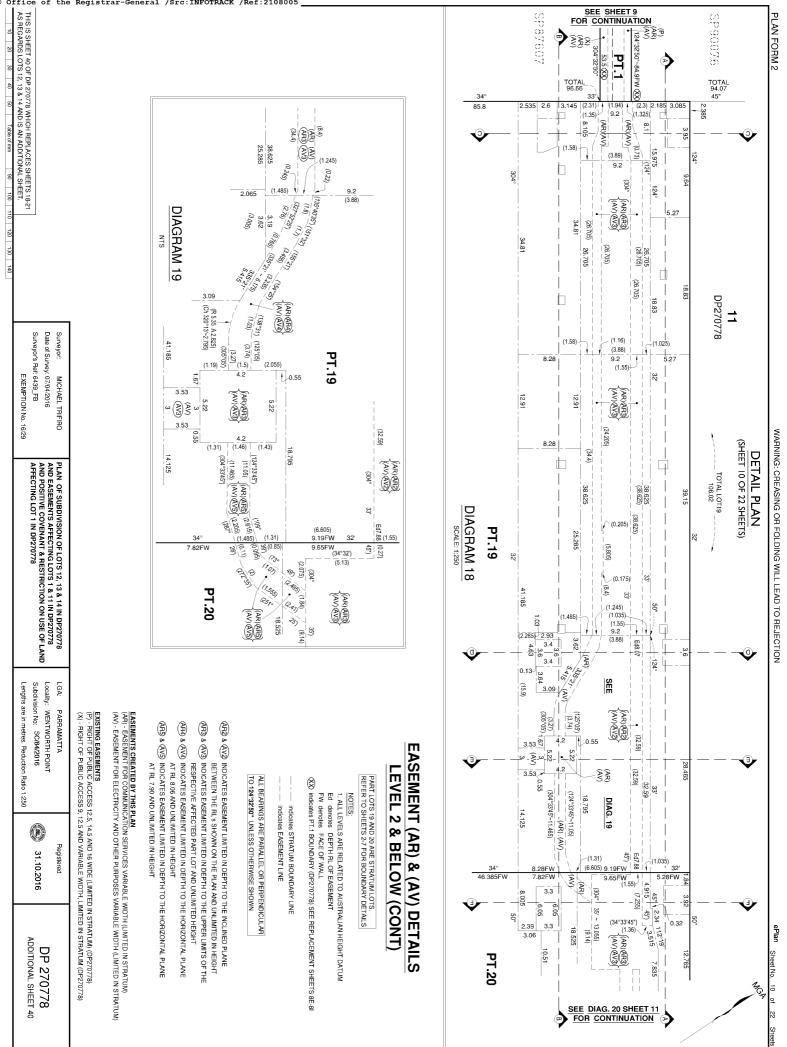


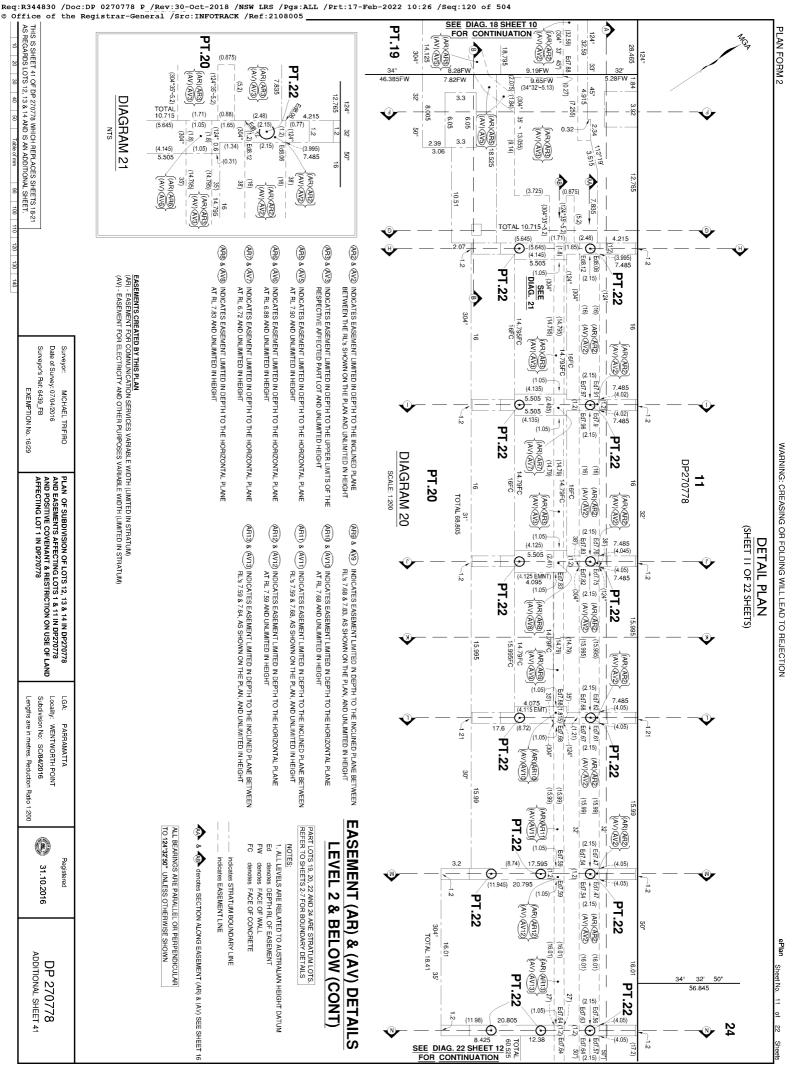


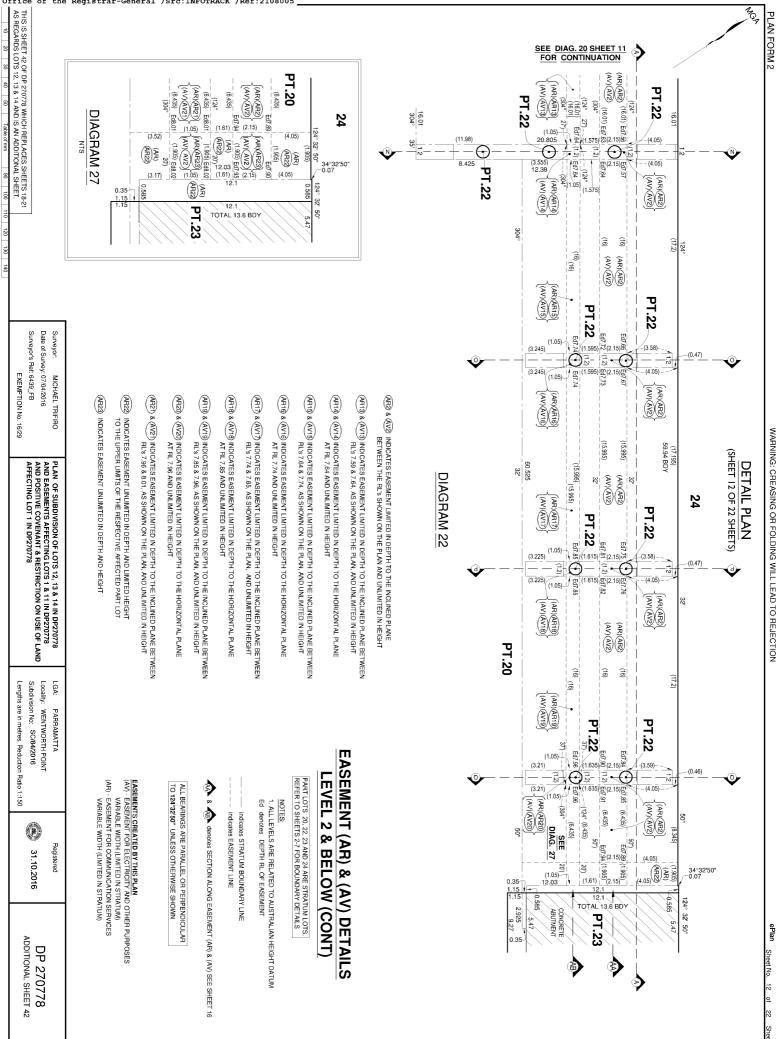
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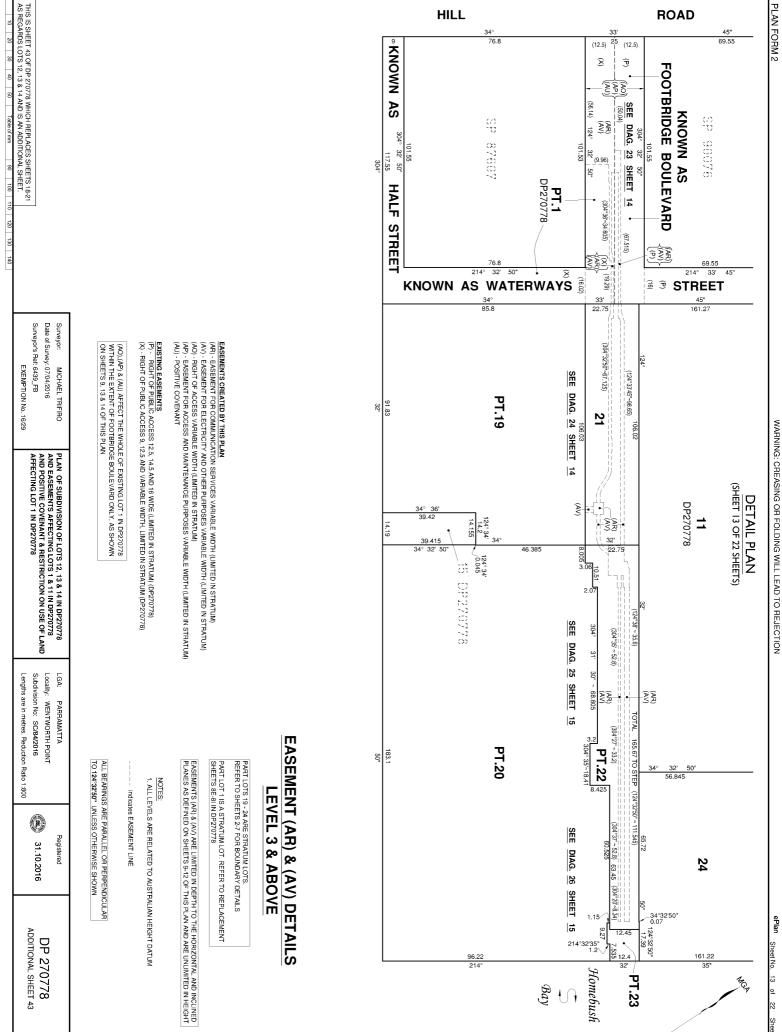


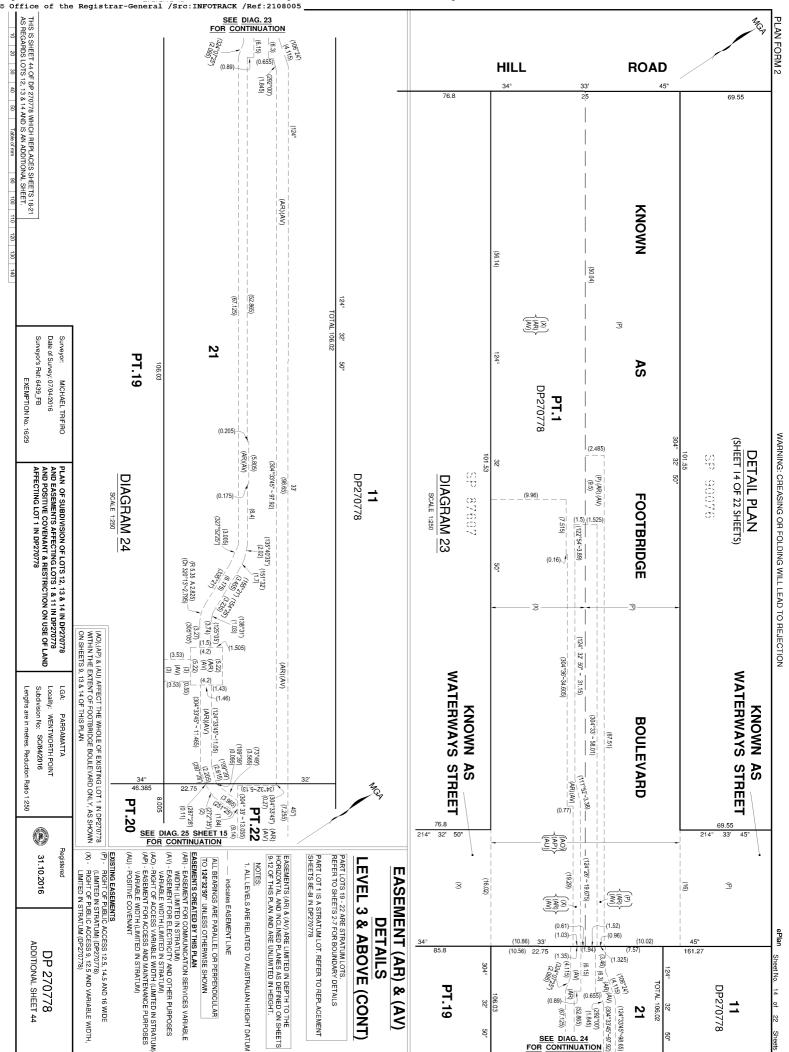


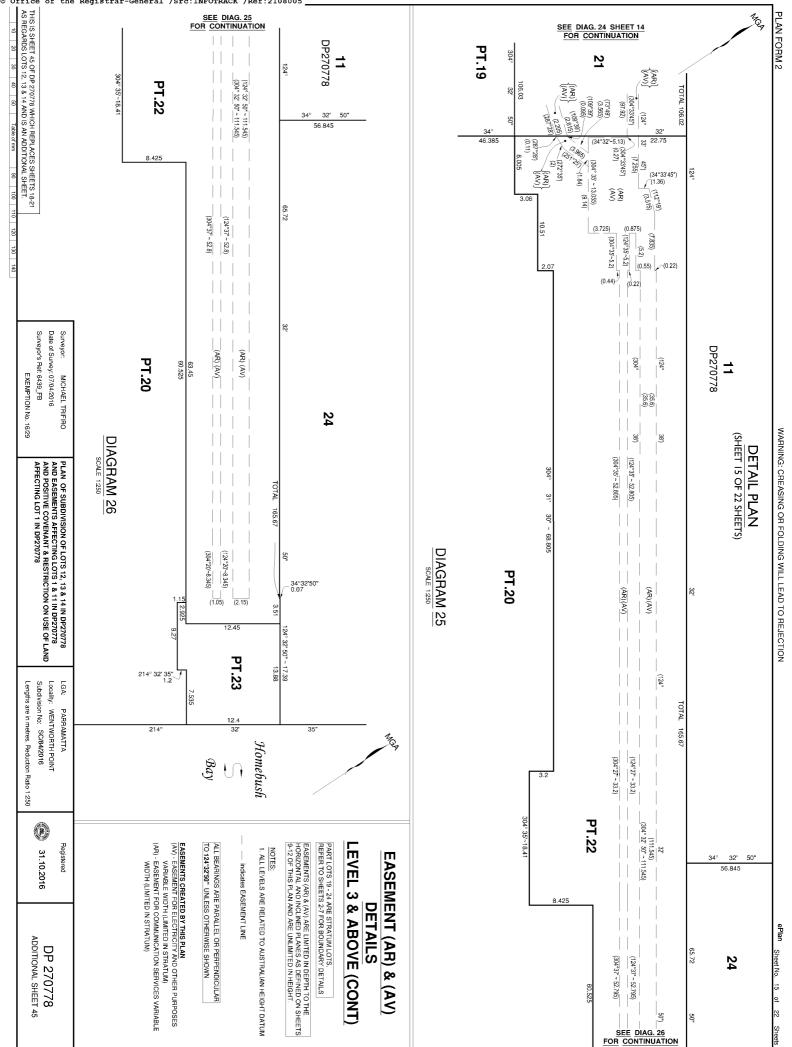


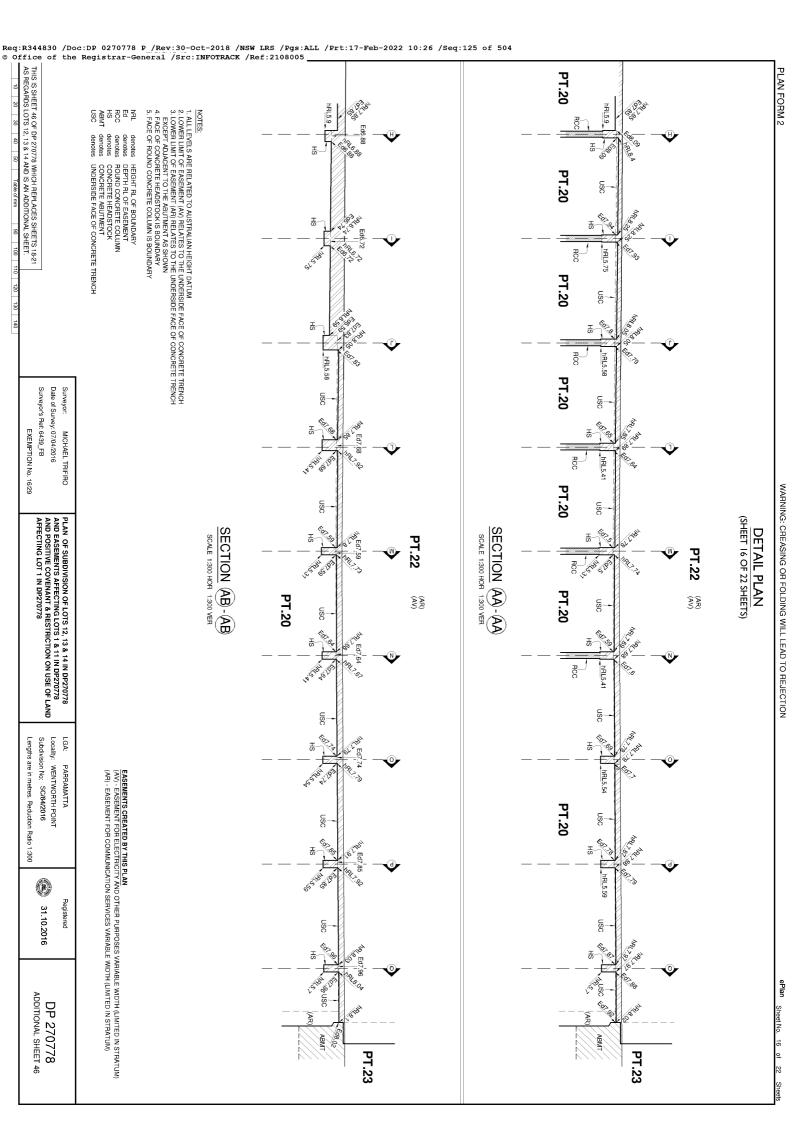


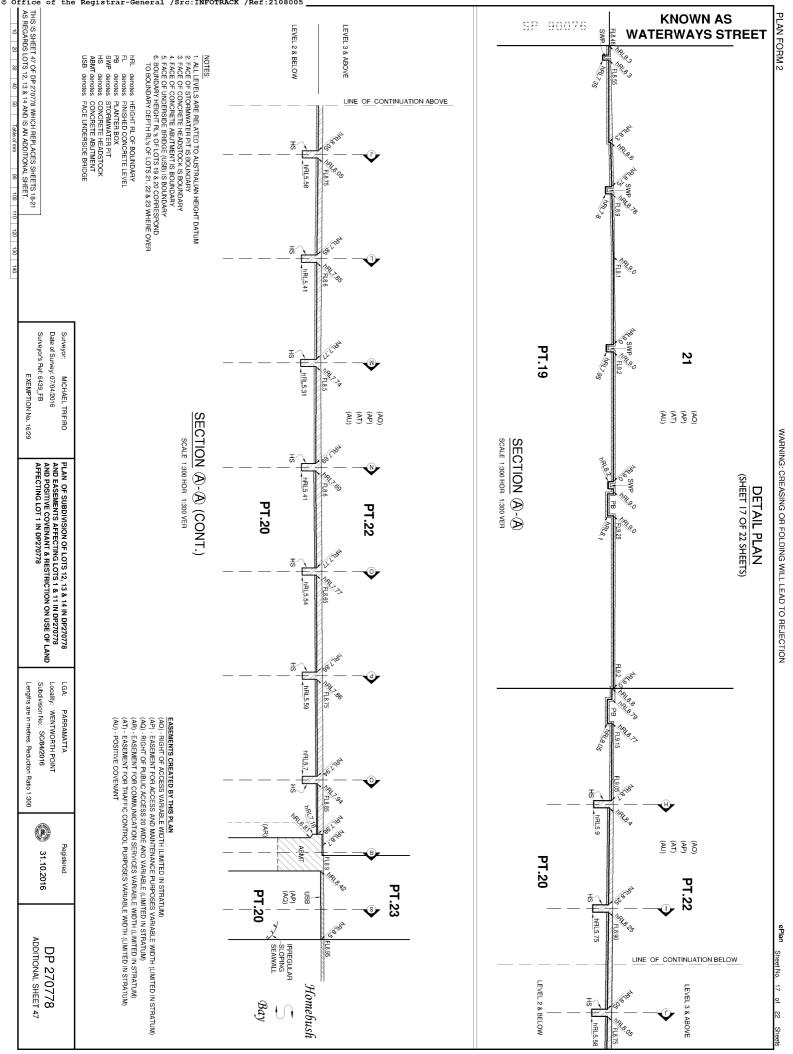


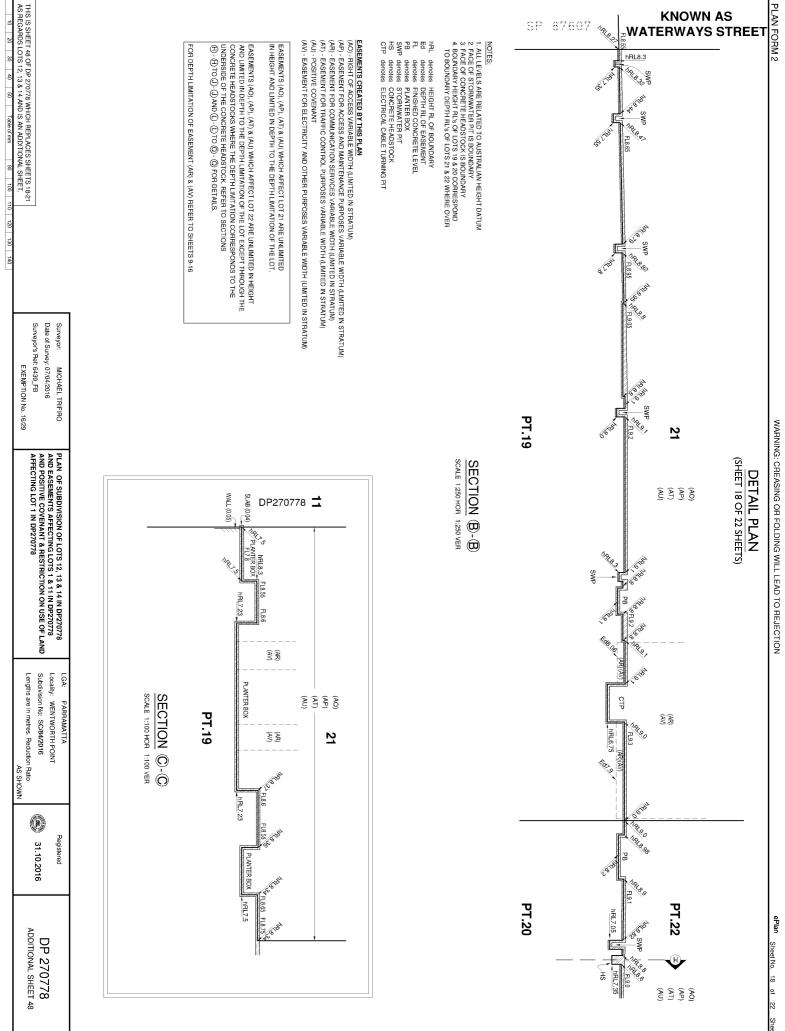


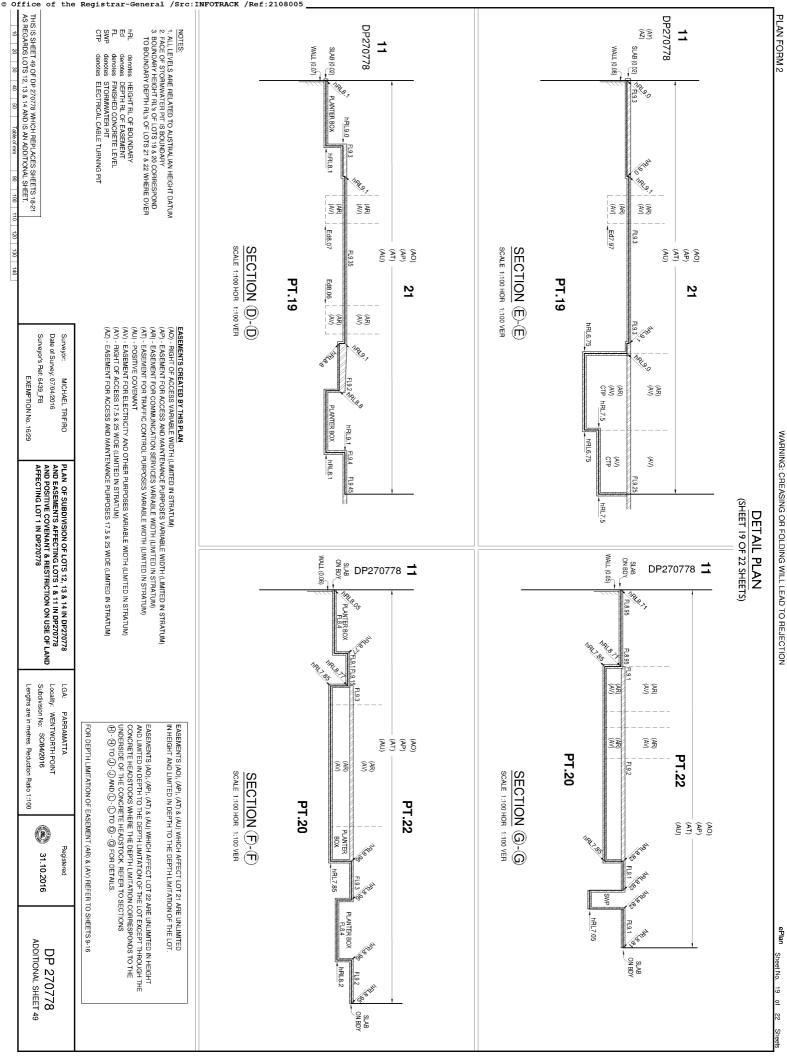




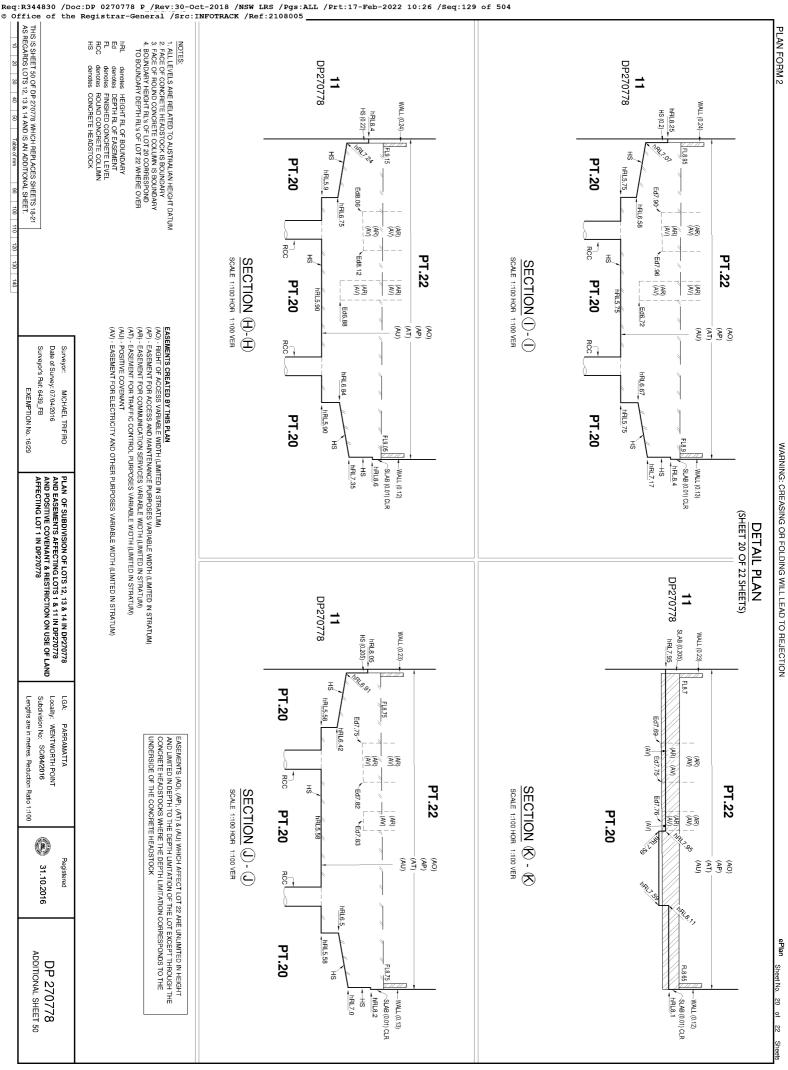


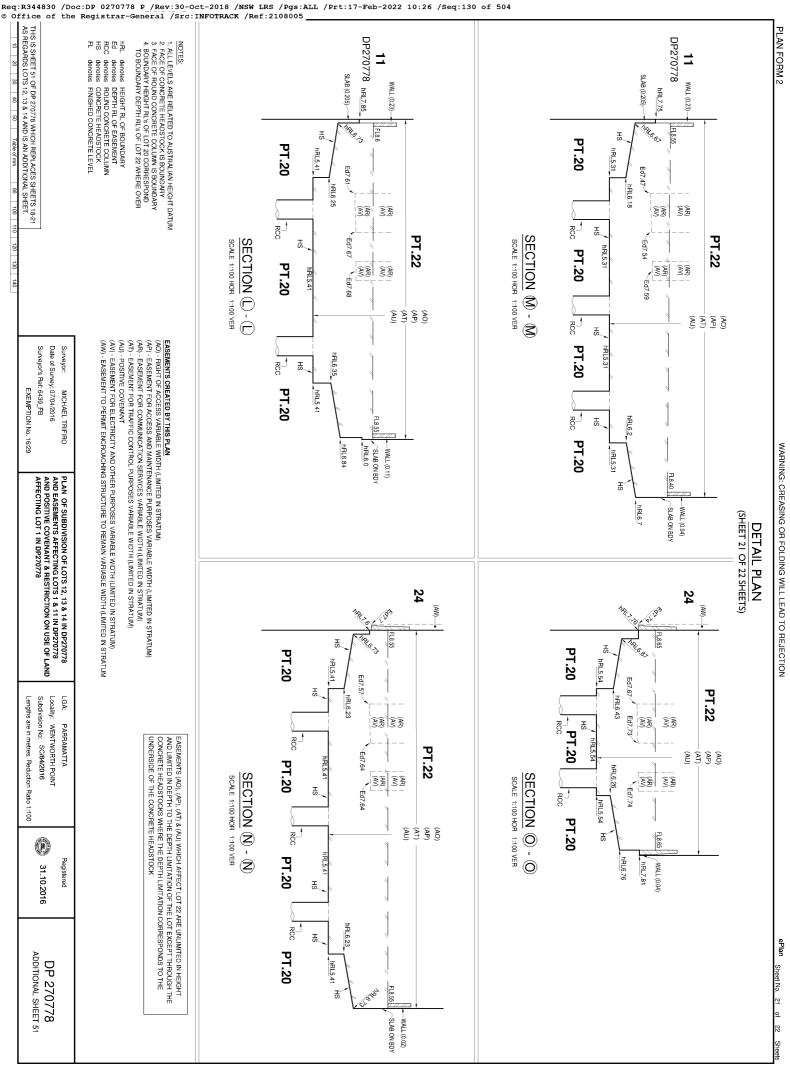


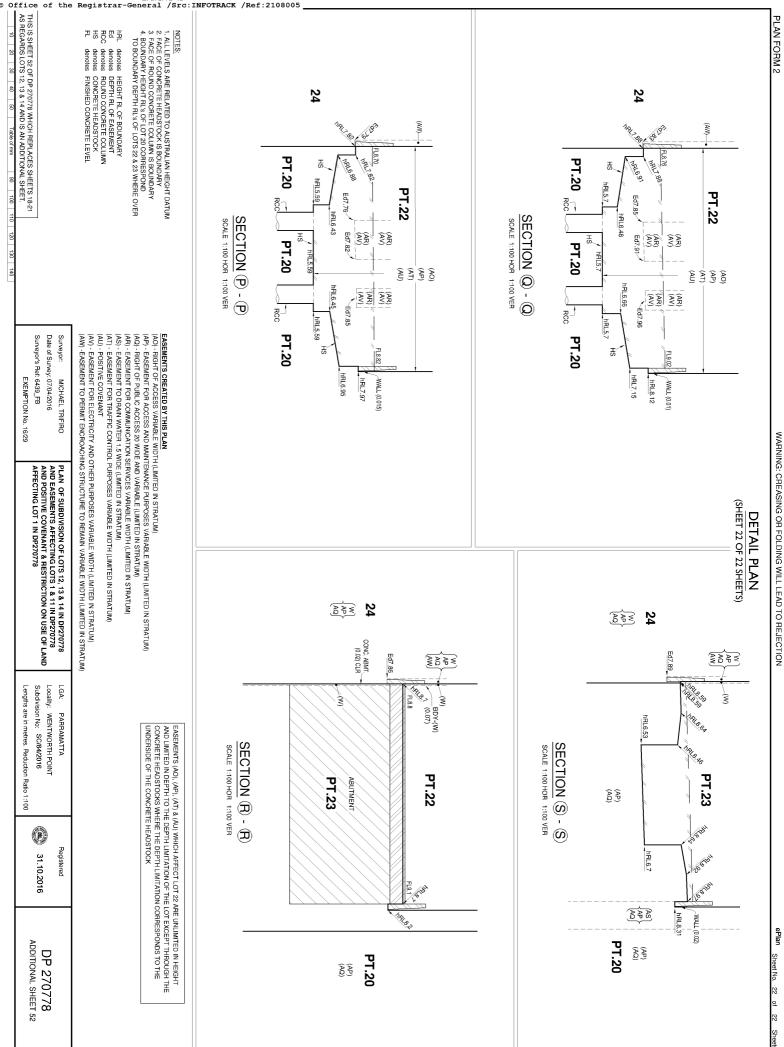


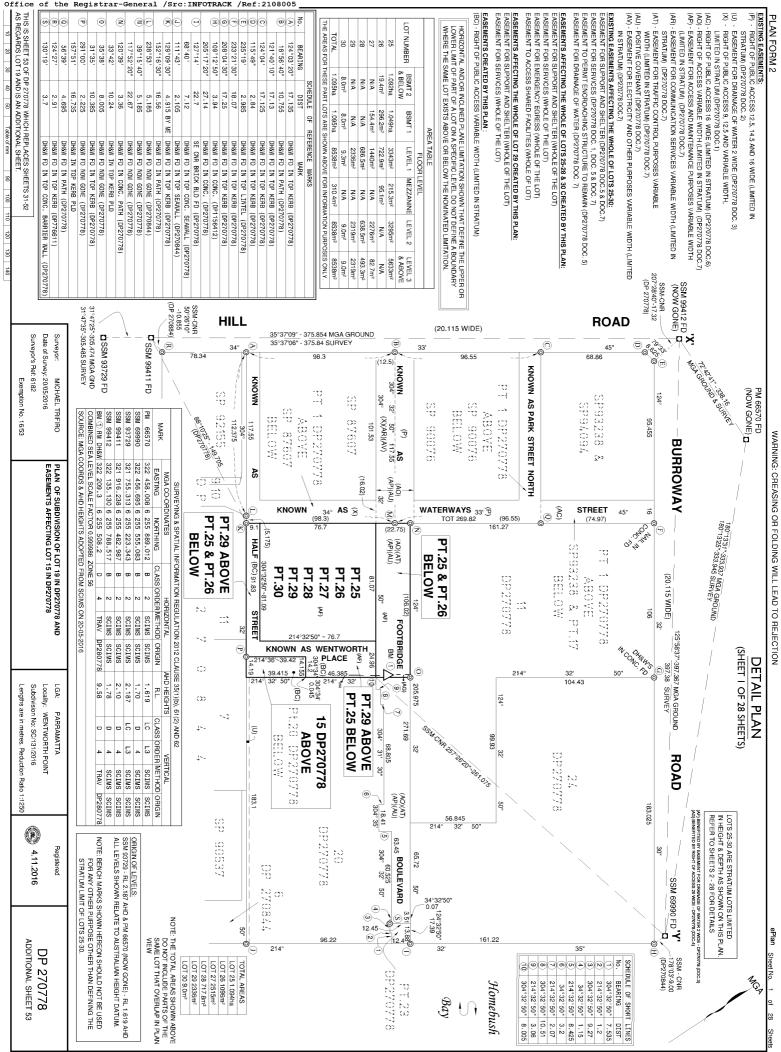


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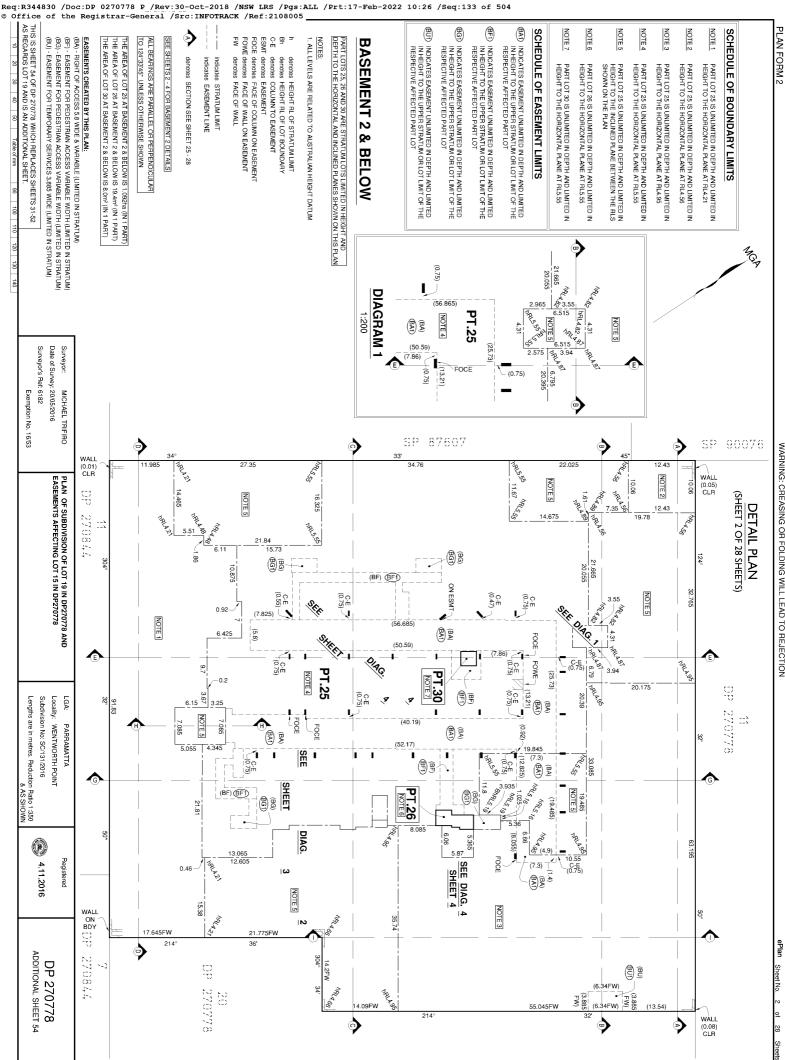


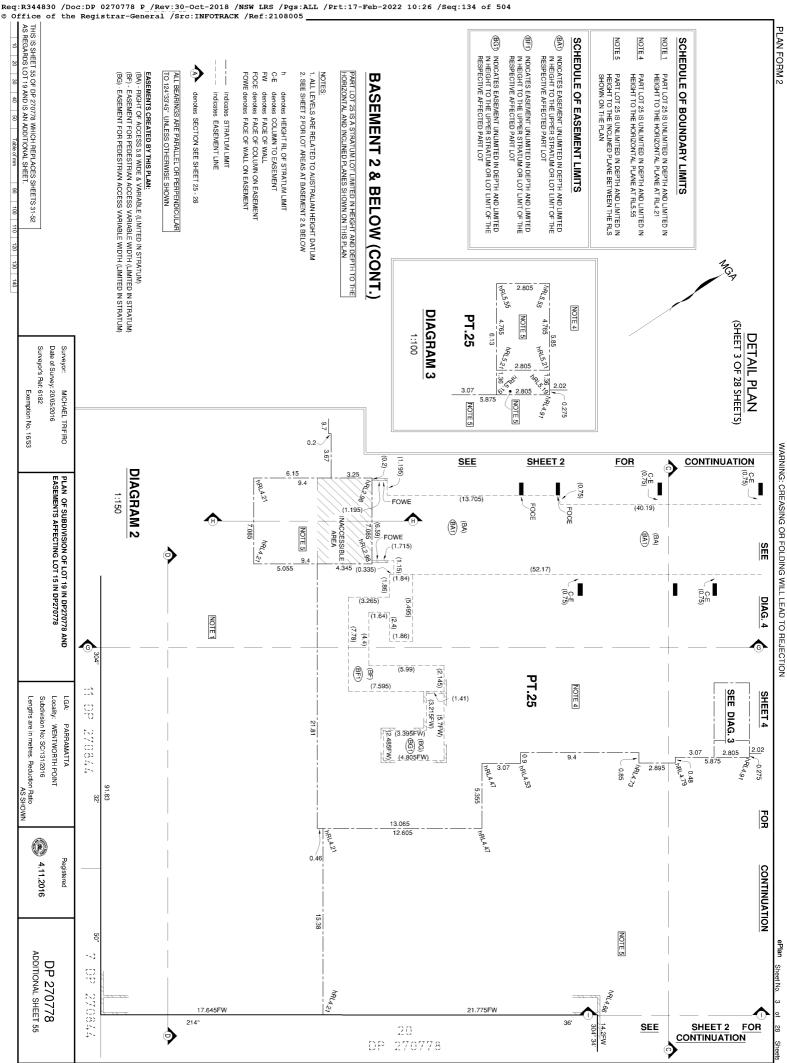


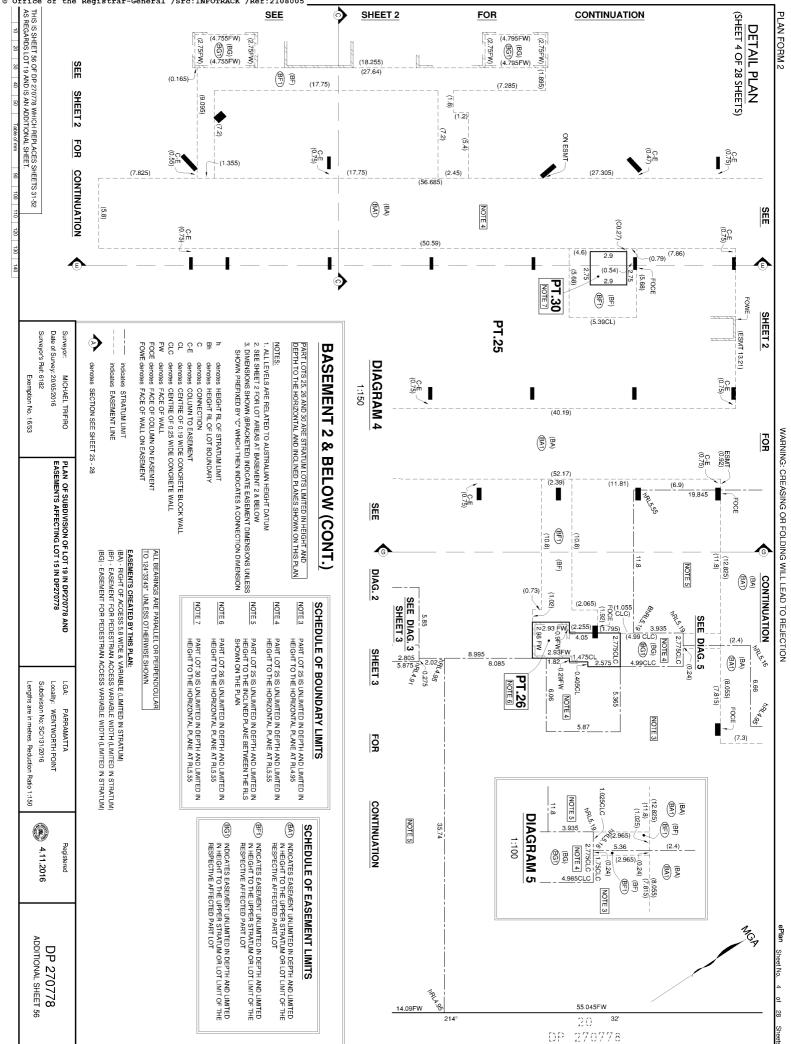




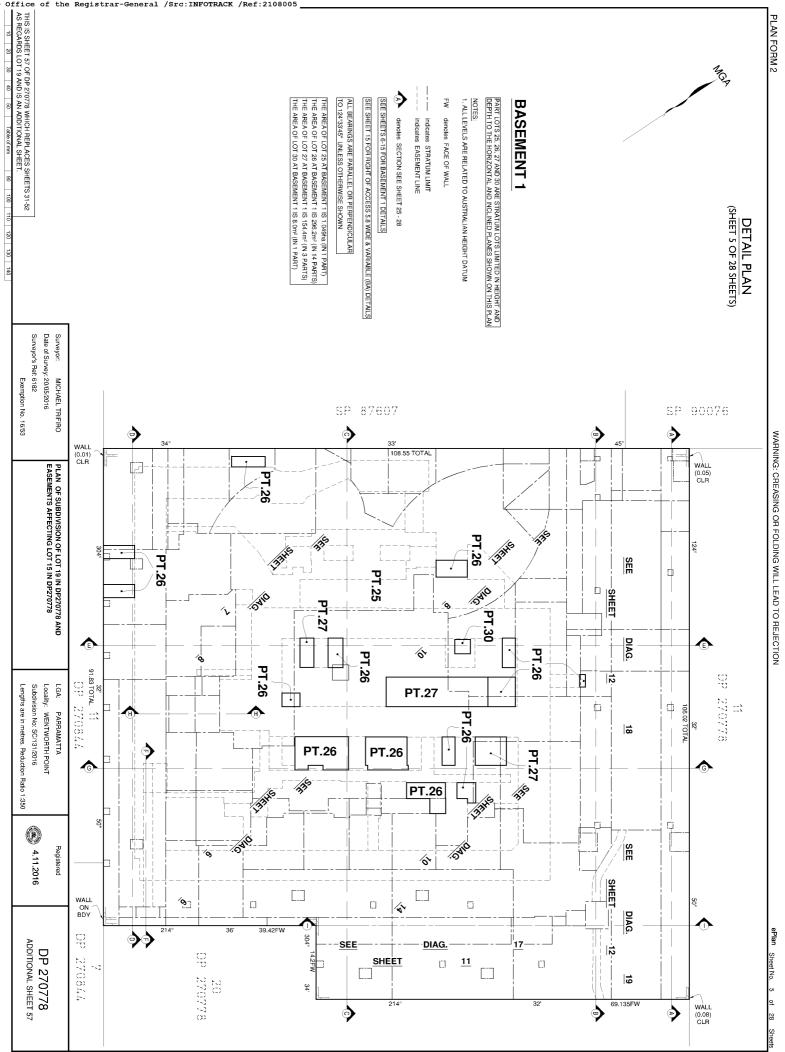
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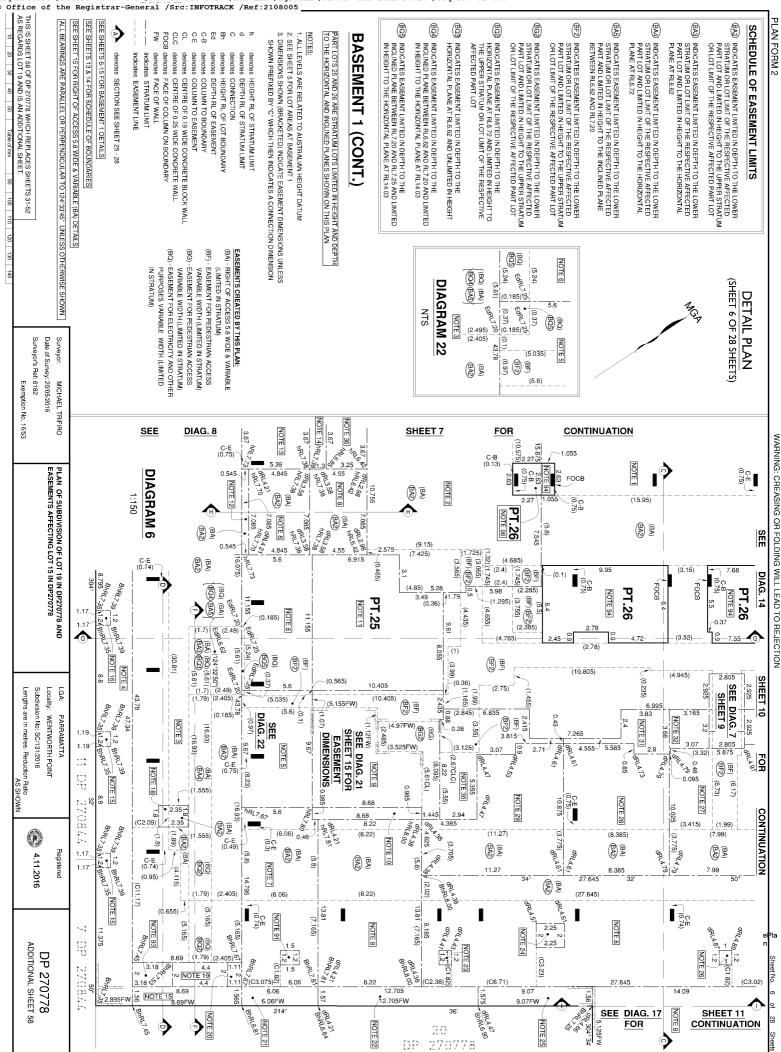


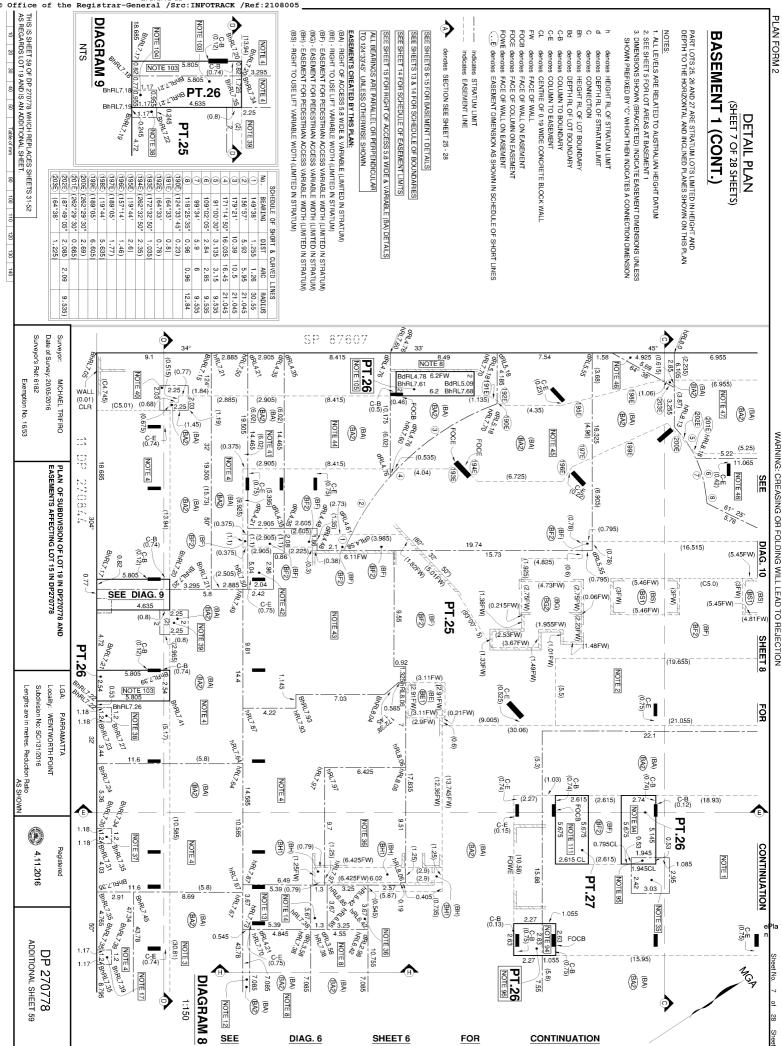




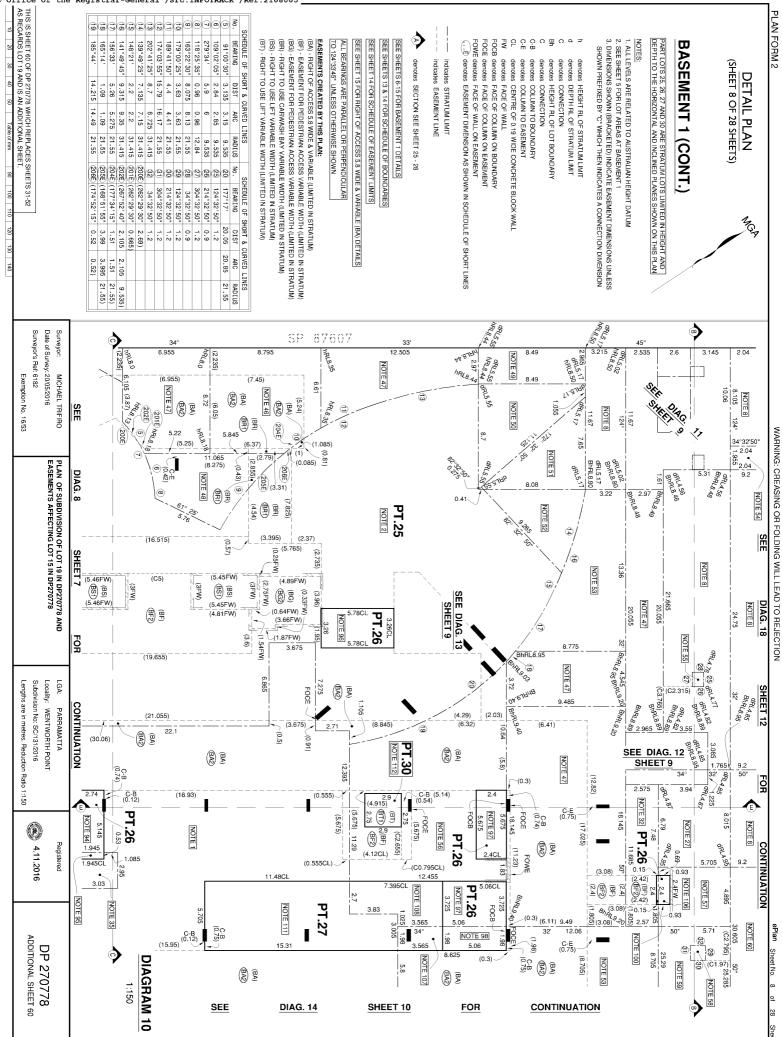
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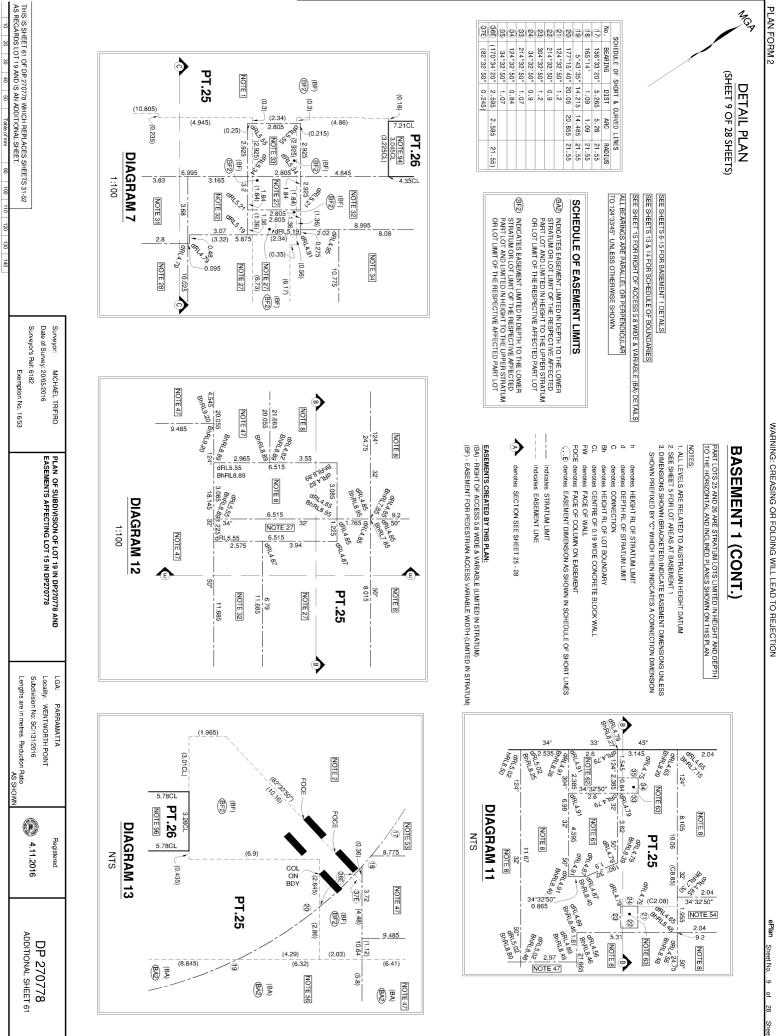


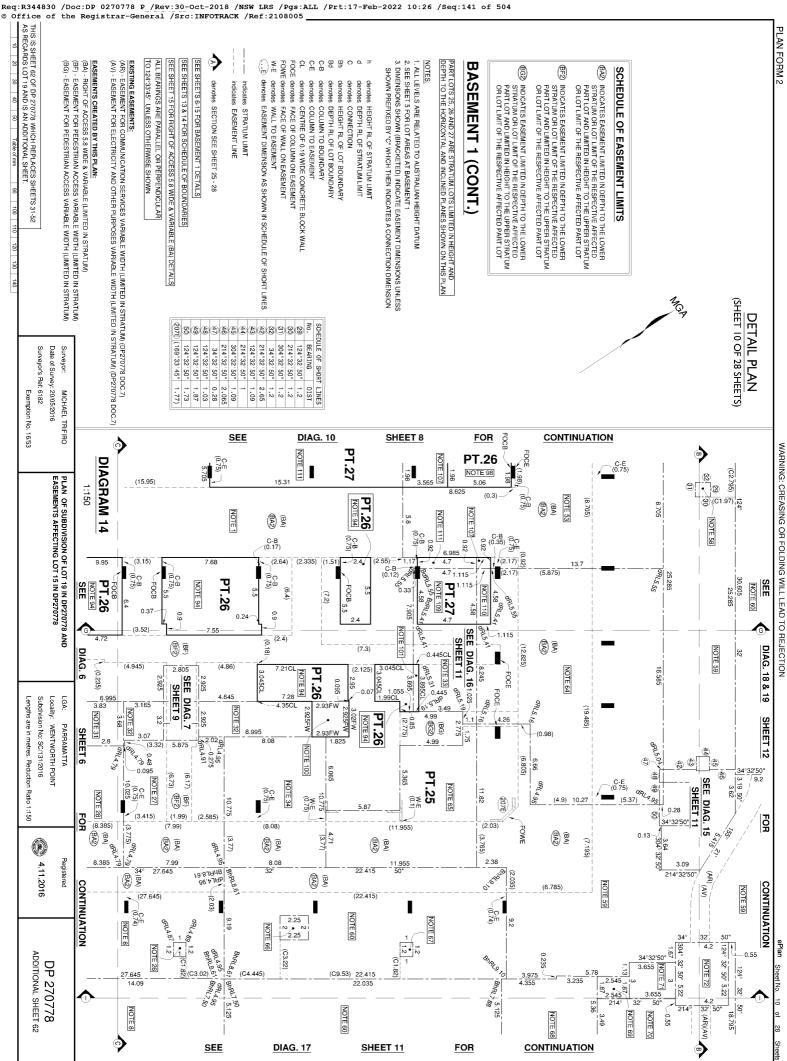


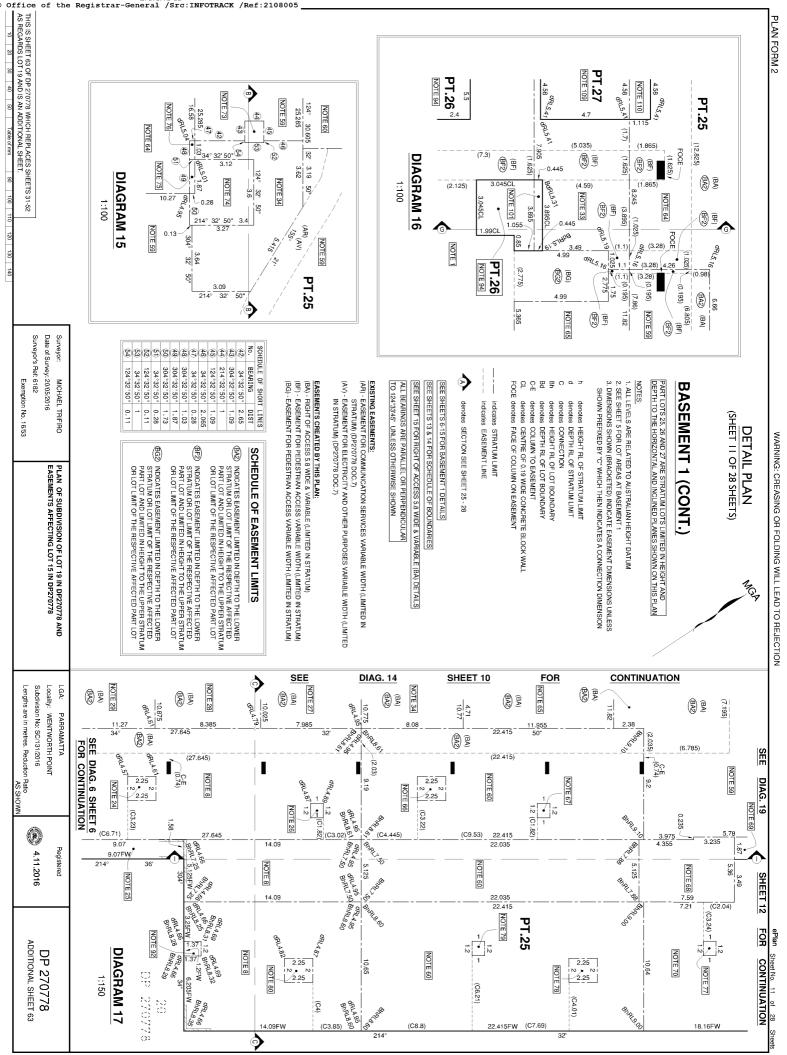
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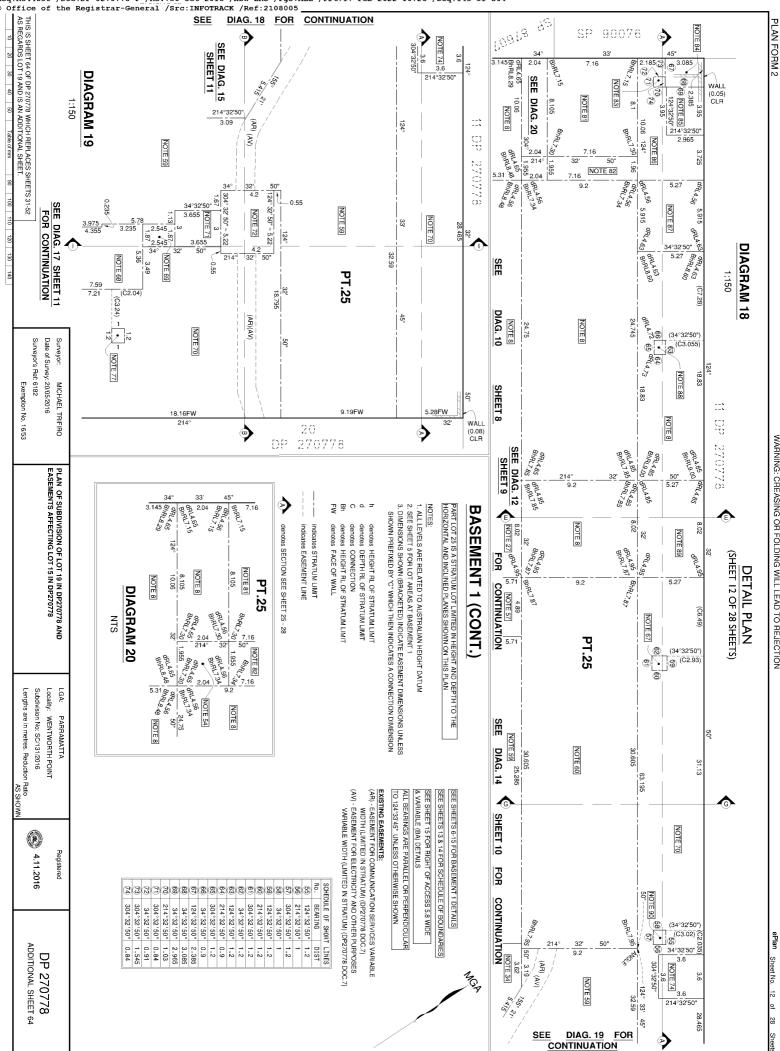


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ePlan Sheet No. 12 of 28

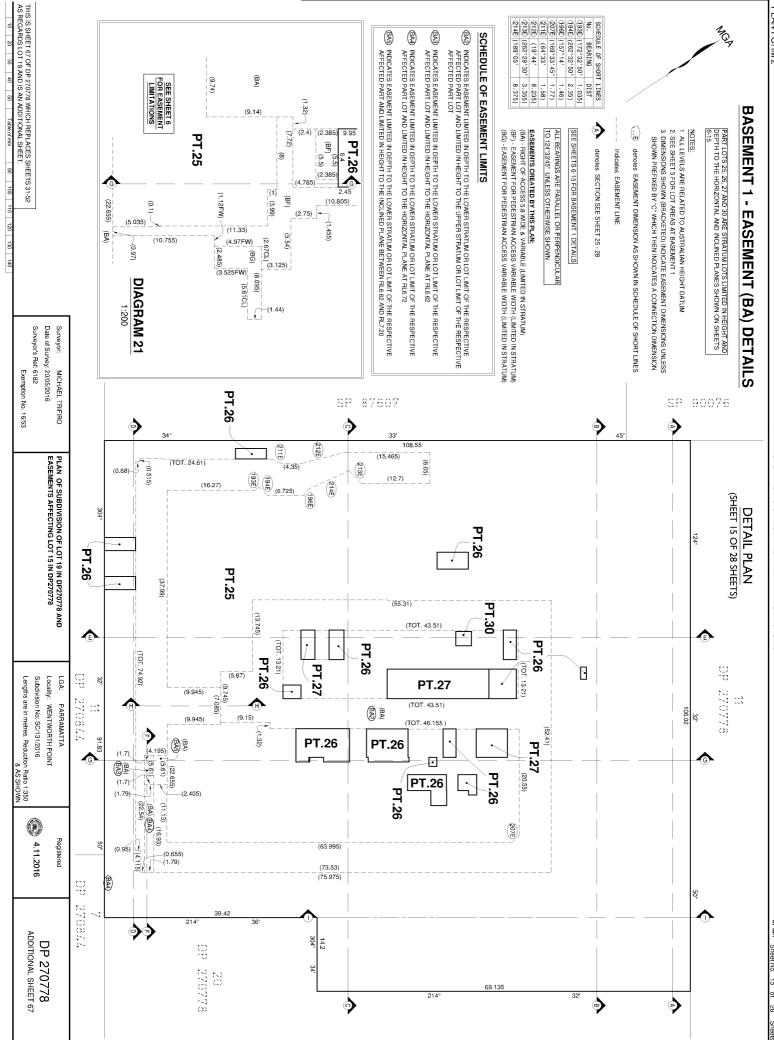
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10 20 30 40 50 Ta	THIS IS SHEET 65 OF DP 270778 WHICH REPLACES SHEETS AS REGARDS LOT 19 AND IS AN ADDITIONAL SHEET.			Ŧ	NOTE 17 PA	NOTE 16 PA HC HE	NOTE 15 PA HC		HC An AD	HE AN NOTE 13 PA	NOTE 12 PA	NOTE 11 PART	NOTE 10 PA	NOTE 9 PA	20	17 10	NOTE6 PA	Π	NOTE 4 PA	NOTE3 PA	NOTE2 PA	SCHEDULE	
ble of mm 90 100 110 120 130 140	REPLACES SHEETS 31-52 ONAL SHEET.			IGHT TO THE HOHIZONTAL PLANE AT HUB20	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.15	PARTLOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.05	HORIZONTAL PLANE AT RI4.21 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.85 AND RL7.38	HOHIZON IA, PLANE AT FL4.21 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.38 AND RL7.73 PART LOT 25 IS LIMITED IN DEPTH TO THE	HEIGHT TO THE INCLINED PLANE BETWEEN RL7.70 AND RL7.73 9ART LOT 25 IS LIMITED IN DEPTH TO THE	HEIGHT TO THE HORIZONTAL ELVINE AN E	USHT TO THE INCLINED PLANE BETWEEN RL7.80 UD RL8.00 RT LOT 25 IS LIMITED IN DEPTH TO THE NETATIVE DI ANG AT DI 5 55 AND LIMITED N	HONGON AL PLANE AT FLS3S AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT R8.00 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT FLS5S AND LIMITED IN	INCLINED PLANES BETWEEN THE FLS SHOWN ON THE PLANES BETWEEN THE FLS SHOWN ON THE PLAN	HORIZONTAL PLAAFE AT FLA221 AND LIMITED IN HEIGHT TO THE NUCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN PART I OT 25 IS I MITTED IN DEPTH & HEIGHT TO THE	HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.35 PART LOT 25 IS LIMITED IN DEPTH TO THE	PART LOU 23 IS LIMITED IN DEPTHT 10 THE HORIZONTAL PLANE AT FL423 TAND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT FL8.00 PART 107 25 IS I MITED IN DEPTH TO THE	HORIZONTAL ELANE AT RL4.21 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN	ID RL7.67 ID RL7.67 INT LOT 25 IS LIMITED IN DEPTH TO THE	HEIGHT TO THE HOHIZONTAL PLANE AT N8.88 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RU4.21 AND LIMITED IN	HEIGHT TO THE HORIZONTAL PLANE AT FL9.53 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT FL5.55 AND LIMITED IN	JLE OF BOUNDARY LIMITS PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RLS.55 AND LIMITED IN	
		, D 6	,		NOTE 35	NOTE 34	NOTE 33	NOTE 32	NOTE 31	NOTE 30	NOTE 29	NOTE 28	NOTE 27	NOTE 26	NOTE 25	NOTE 24	NOTE 23	NOTE 22		NOTE	NOTE 20	NOTE 18	
	Exemption No. 16/53	Surveyor: MichAed InininO Date of Survey: 20/05/2016 Surveyor: Brife 6180		HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.70				2 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.80				PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL860	2 PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.80		5 PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI.4.47 AND RI.4.66 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RI.6.90 AND RI.7.23	4 PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.57 AND RL4.61 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.50		2 PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.21 AND RL4.47 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.84 AND RL6.59	HORIZONTA DURING TRIAD INITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.81 AND RL6.84				
		PLAN OF SUBDIVISION OF LOT 19 IN EASEMENTS AFFECTING LOT 15 IN D		AT RL7.70	AT RL8.80 THE	O THE IMITED IN	D THE INCLINED ON THE PLAN AND ATAL PLANE AT	D THE LIMITED IN AT RL8.80	D THE LIMITED IN AT RL8.60	D THE LIMITED IN	D THE INCLINED ON THE PLAN AND ITAL PLANE AT	D THE INCLINED ON THE PLAN AND ITAL PLANE AT	O THE INCLINED ON THE PLAN AND ATAL PLANE AT	O THE INCLINED AND LIMITED IN AT RL7.50	D THE INCLINED AND LIMITED IN TWEEN RL6.90	D THE INCLINED AND LIMITED IN AT RL7.50	D THE INCLINED AND LIMITED IN AT RL6.85	D THE INCLINED AND LIMITED IN TWEEN RL6.84	LIMITED IN TWEEN RL6.81	AT RL7.67	AND LIMITED IN LANE AT RL6.65	AT RL6.75	(SHEET I
		ECTING LOT		NOTE 53		NOTE 52	NOTE 51	NOTE 50	NOTE 49	NOTE 48	NOTE 47	NOTE 46	NOTE 45	NOTE 44	NOTE 43	NOTE 42	NOTE 41	NOTE 40	NOTE 39	NOTE 38	NOTE 37	NOTE 36	(SHEET 13 OF 28 SHEETS
		1 19 IN DP270778 AND 15 IN DP270778		PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.10	HEIGHT TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN				PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL5.17 AND RL5.55 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL8.44 AND RL8.50	8 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.70	2 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT FILS.55 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE SHOWN ON THE PLAN	6 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8. IS	5 PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLANA AN LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.88	<ul> <li>PART LOT 28 IS LIMITED IN DEPTH TO THE INCLINED</li> <li>PLANE BETWEEN THE RIS SHOWN ON THE PLANA IN LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.85</li> </ul>		2 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.59	1 PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.50	0 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.55	9 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.70	8 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.30	7 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.25	6 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN	HEETS)
	Subdivision No: SC/131/2016 Lengths are in metres. Reduction Ratio N/A	LGA: PARRAMATTA Locality: WENTWORTH POINT Subdivision No: SC/131/2016		PTH TO THE AND LIMITED IN PLANE AT RL9.10	AND LIMITED IN PLANE AT RL9.24	RIZONTAL PLANE AT	9TH TO THE INCLINED OWN ON THE PLAN AND	9TH TO THE INCLINED DWN ON THE PLAN AND RIZONTAL PLANE AT	9TH TO THE INCLINED RL5.55 AND LIMITED IN NE BETWEEN RL8.44	9TH TO THE AND LIMITED IN 9LANE AT RL8.70	9TH TO THE AND LIMITED IN NE BETWEEN THE RLS	7TH TO THE AND LIMITED IN PLANE AT RL8.15	9TH TO THE INCLINED DWN ON THE PLAN AND RIZONTAL PLANE AT	9TH TO THE INCLINED OWN ON THE PLAN AND RIZONTAL PLANE AT	9TH TO THE AND LIMITED IN 9LANE AT RL7.85	AND LIMITED IN AND LIMITED IN ANNE AT RL7.50	9TH TO THE INCLINED DWN ON THE PLAN AND RIZONTAL PLANE AT	7TH TO THE AND LIMITED IN PLANE AT RL6.55	7TH TO THE AND LIMITED IN PLANE AT RL6.70	PTH TO THE AND LIMITED IN PLANE AT RL6.30	PTH TO THE AND LIMITED IN PLANE AT FL6.25	YTH TO THE AND LIMITED IN VE BETWEEN THE RLS	
	duction Ratio N	POINT		NOTE 72		NOTE 71	NOTE 70	NOTE 69	NOTE 68	NOTE 67	NOTE 65	NOTE 64	NOTE 63	NOTE 62	NOTE 61	NOTE 60	NOTE 59	NOTE 58	NOTE 57	NOTE 56	NOTE 55	NOTE 54	
	C	A 11 2016	<b>J</b>	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.75	HEIGHT TO THE HORIZONTAL PLANE AT RL7.50	HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.00 PART LOT 25 IS LIMITED IN DEPTH TO THE	HEIGHT TO THE HORIZONTAL PLANE AT R.Z.	HOHZONIAL PLANE AT H4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.88 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT 21.45 KAND INMTED IN	HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.95 PART LOT 25 IS LIMITED IN DEPTH TO THE	PART LOT 25 IS LMITED IN DEPTH TO THE HORIZONTAL PLANE AT FL4 55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT FL8 05 PART FOT 25 IS LIMITED IN DEPTH TO THE	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.53	PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RIS SHOWN ON THE PLAN NOT LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9:10	PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.75 AND RL4.79 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.55	PART LOT 25. IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.79 AND RL4.91 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.20	PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RI7.50	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTA, LPANE AT FLA 45 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.10	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4 35 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8 00	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.80	PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.40	PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN R14.76 AND R14.77 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT R1.7.80	PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.56 AND RL4.65 AND LIMITED TO HEIGHT TO THE INCLINED PLANE BETWEEN RL7.30 AND RL7.34	
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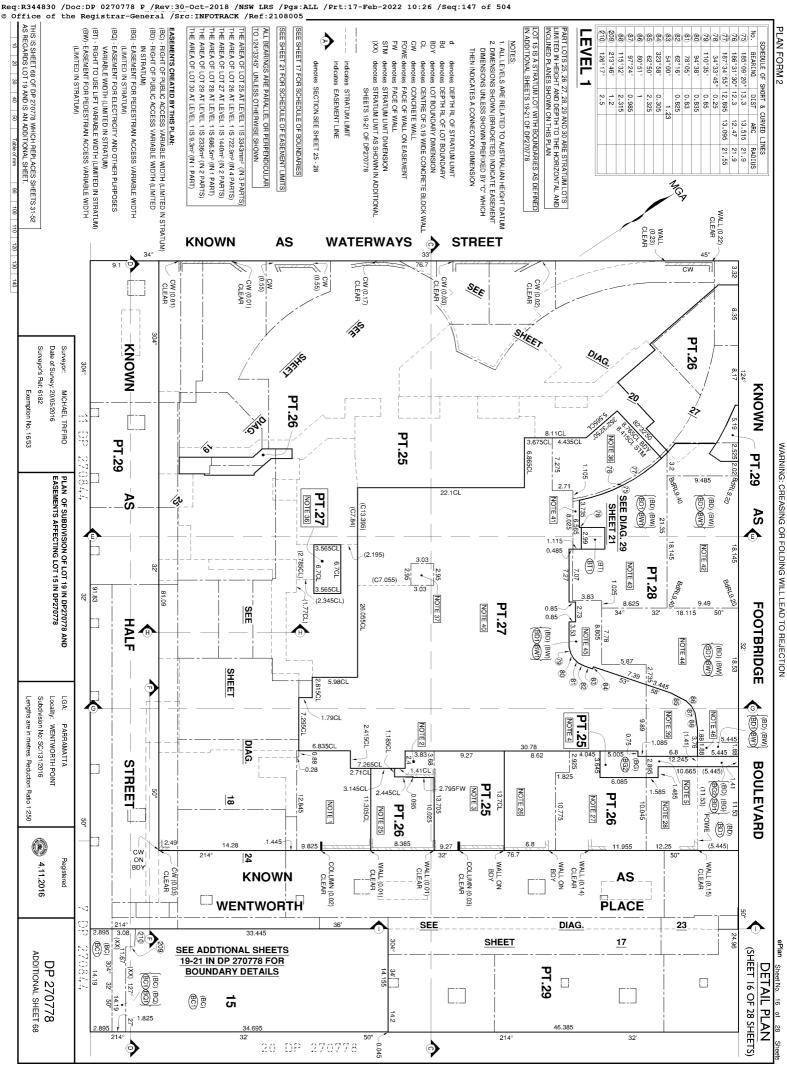
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	Surveyors Her: 6182 Exemption No. 16/53	AEL TRIFIRO /2016			NOTE 107 PART LOT 27 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.10	NOTE 106 PART LOT 26 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.80	NOTE 105 PART LOT 26 IS UMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.78 AND RL5.09 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.61 AND RL7.68	NOTE 104 PART LOT 26 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.30	NOTE 103 PARTLOT 26 IS LIMITED IN DEPTH 10 THE HORIZONTAL PLANE AT RL4.21 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THEF SHOWN ON THE PLAN	NOTE 102 PART LOT 26 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.88	NOTE 101 PART LOT 26 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RLS.19 AND RLS.31 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.53	NOTE 100 PART LOT 26 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.80	NOTE 99 PART LOT 26 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL5.41 AND RL5.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.53	NOTE 98 PART LOT 26 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RLS.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.10						NOTE 93 PART LOT 25 IS LIMITED IN DEPTH TO THE HORPONTAL PLANE AT RI4 21 AND LIMITED IN	NOTE 32 PART LOT 25 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.66 AND RL4.69 AND LIMITED IN LICICLY TO THE LICIDIZANTAL DI AME AT DI 7 OF	NOTE 91 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RI4.21 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.20	NOTE 90 PART LOT 25 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.95 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.20	(SHEET I
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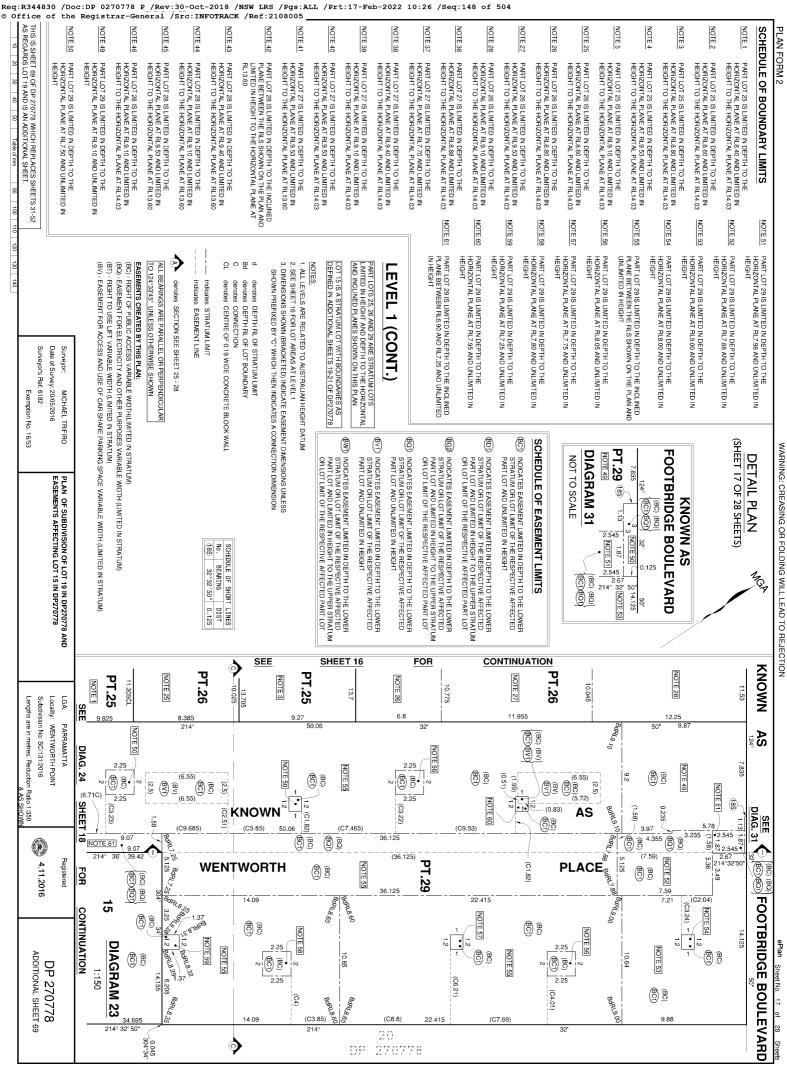
PLAN FORM 2

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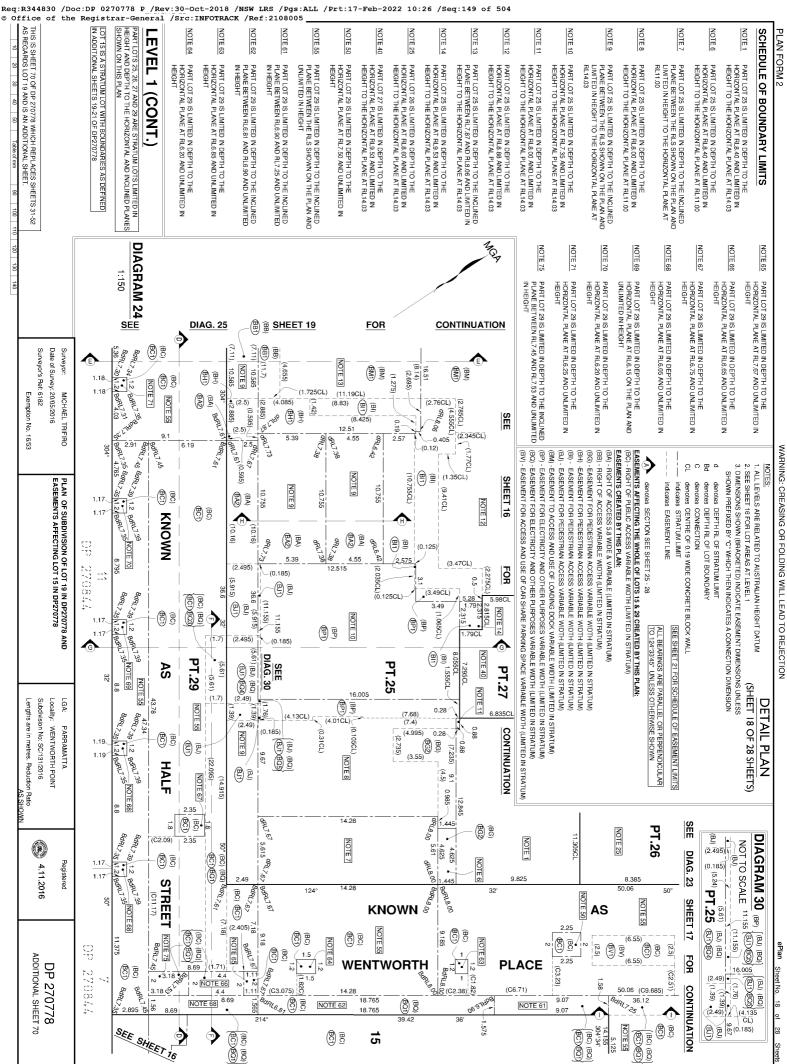


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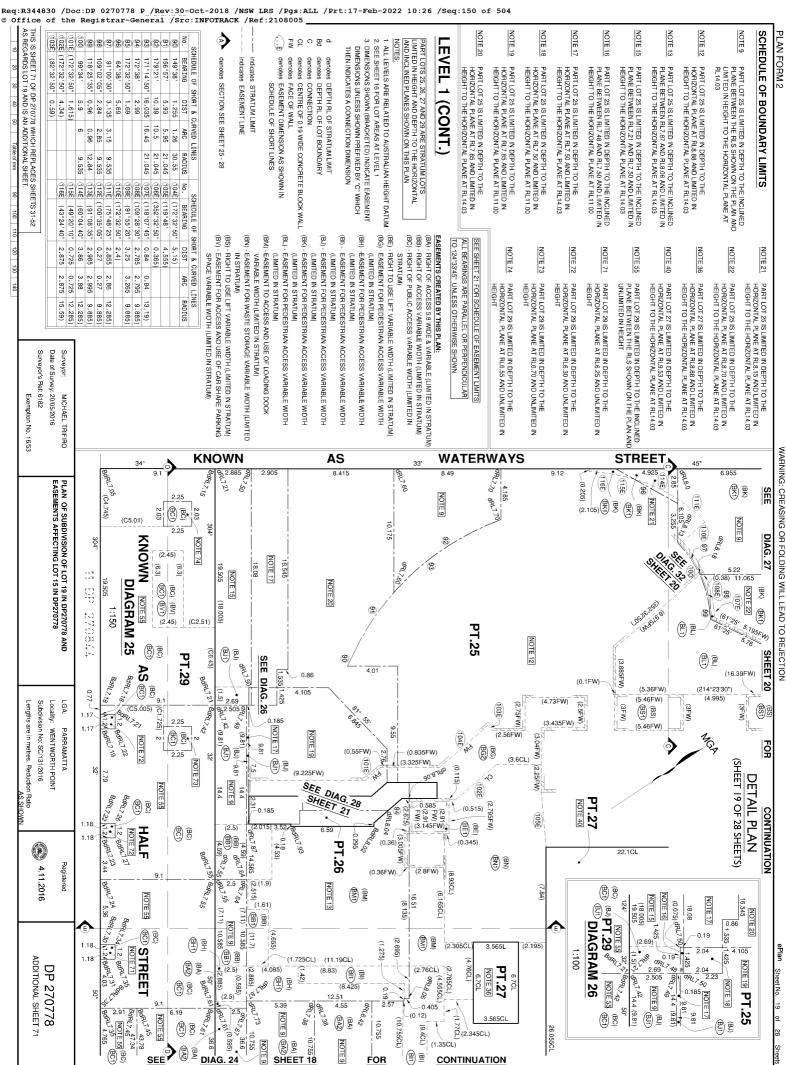




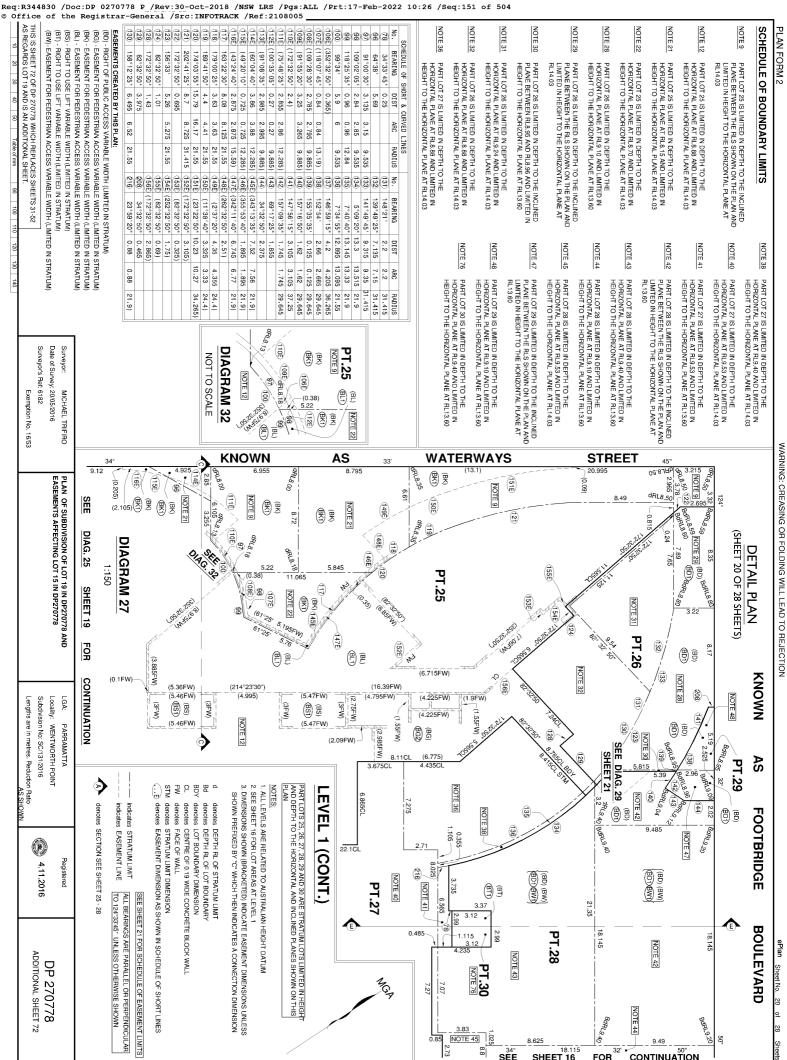
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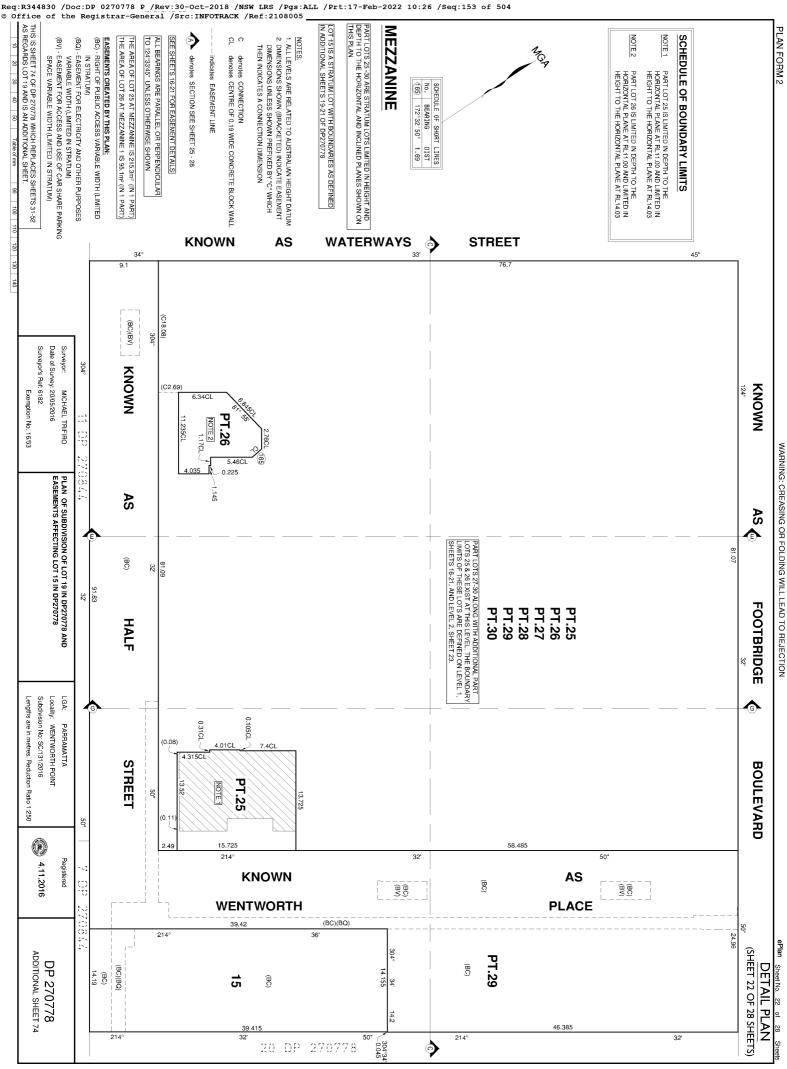
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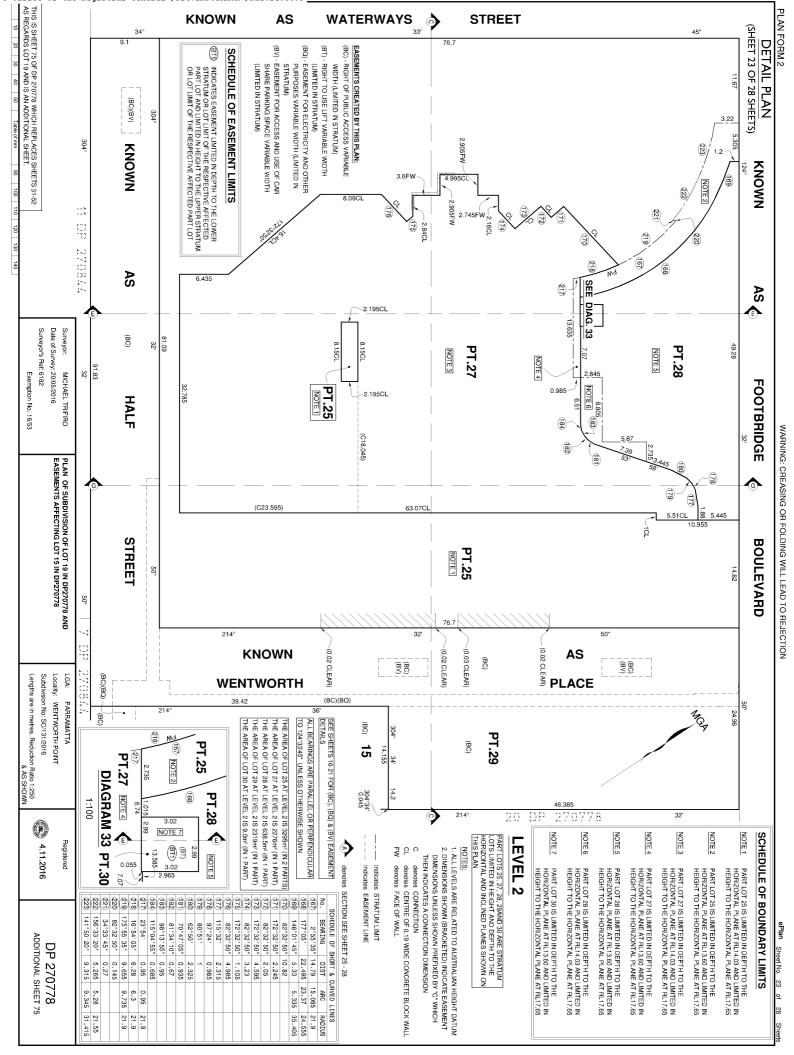


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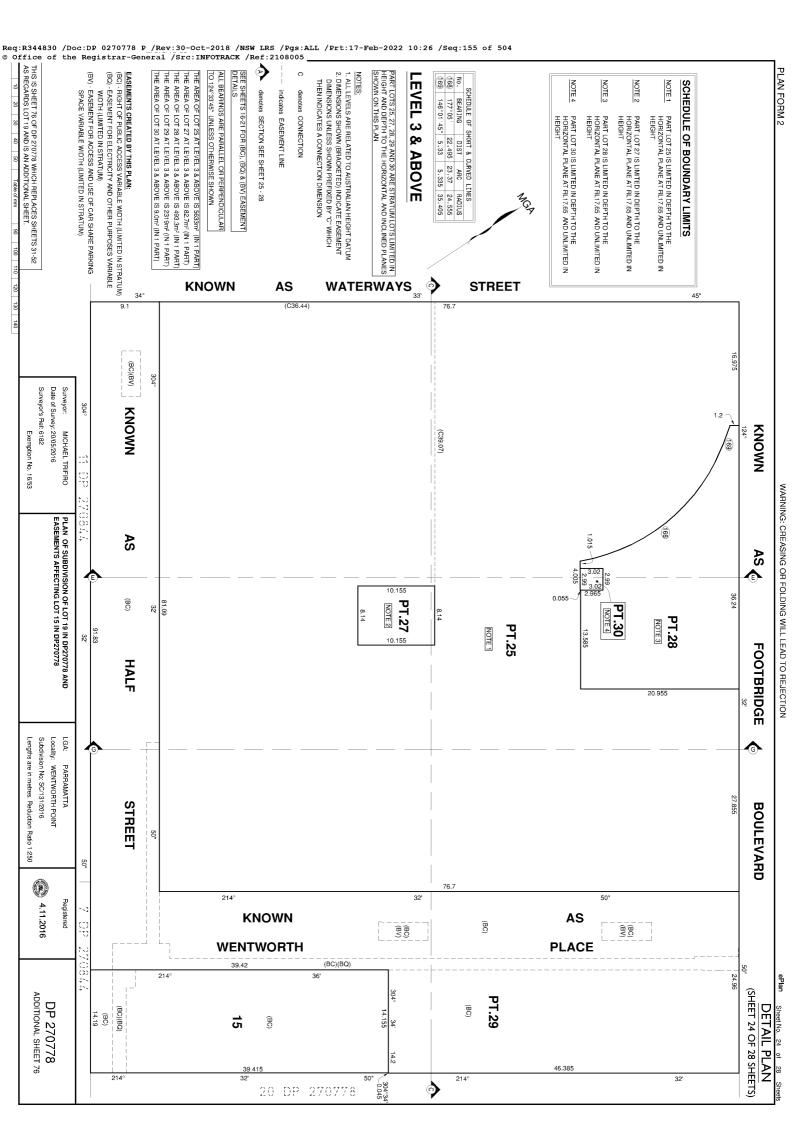
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LGA: PARRAMATTA Locality: WENTWORTH POINT Subdivision No: SC/131/2016 Subdivision No: SC/131/2016 Lengths are in metres. Reduction Ratio AS SHOWN	VT LIMITS ON DEPTH TO THE LOWER ERSPECTIVE AFFECTED DATT TO THE UPPER STRATUM TIVE AFFECTED PART LOT TIVE AFFECTED PART LOT	PT.26 (3.265) (5.39
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DP 270778 Additional sheet 73	NDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OF LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND UNLIMITED IN DEPTH TO THE HORIZONTA. PLANE AT R.6.62 AND DEPTH TO THE HORIZONTA. PLANE AT R.6.62 AND DEPTH TO THE INICIATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OF LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT PART LOT AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT	DIAGRAM 29 NOT TO SCALE PT.28 NOTE 21 30 NOTE 21 30 NOTE 21 30 NOTE 21 21.35 NOTE 21 21.35 NOTE 22 21.35 NOTE 22 21.35 NOTE 22 21.35 NOTE 22 21.35 NOTE 22 21.35 NOTE 22 NOTE 22 21.35 NOTE 22 NOTE 23 NOTE 23

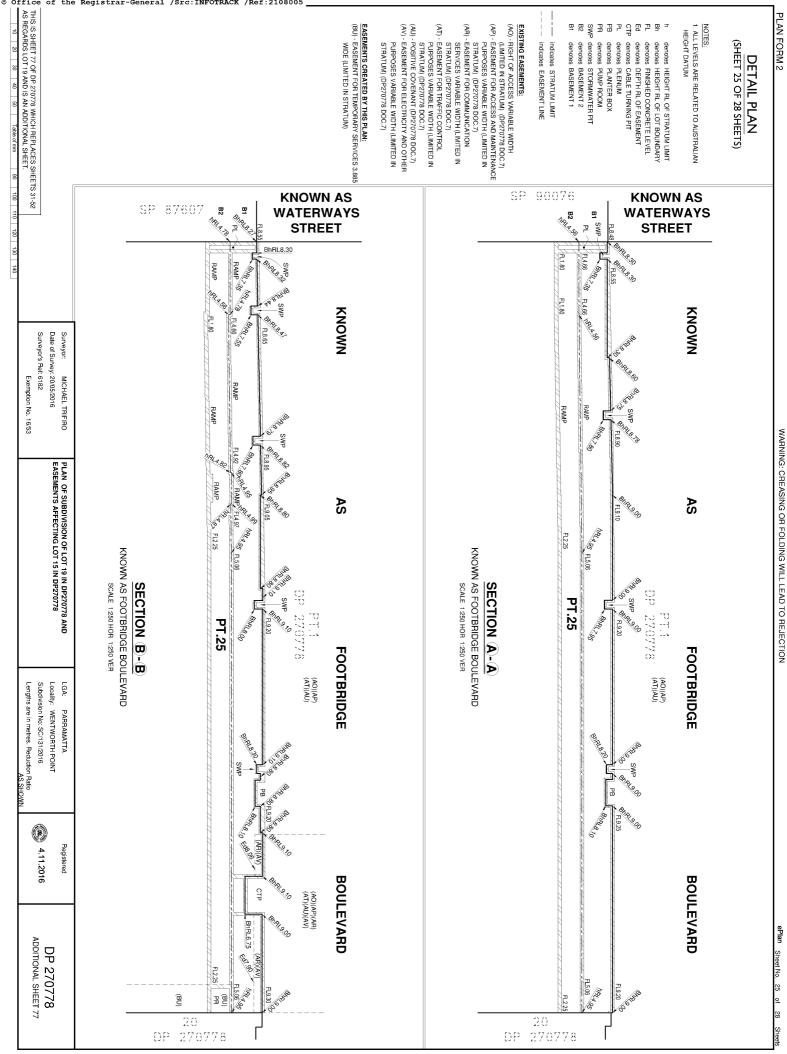
## Reg:R344830 /Doc:DP 0270778 P\_/Rev: 20-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:152 of 504

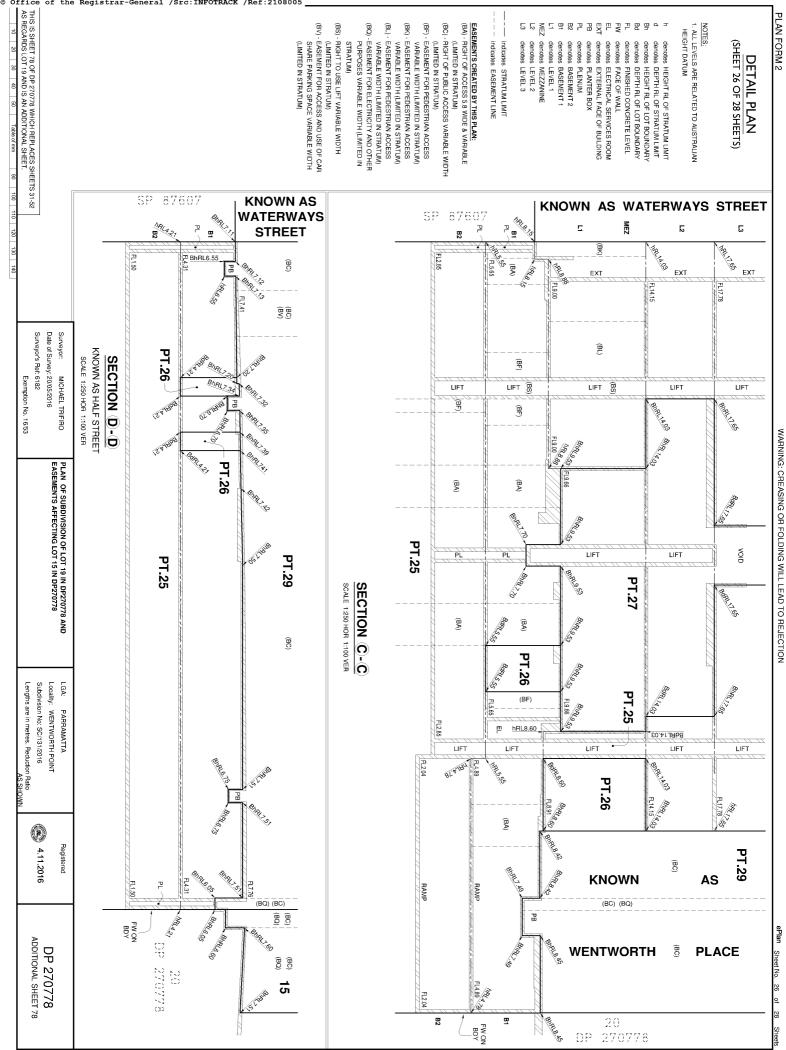




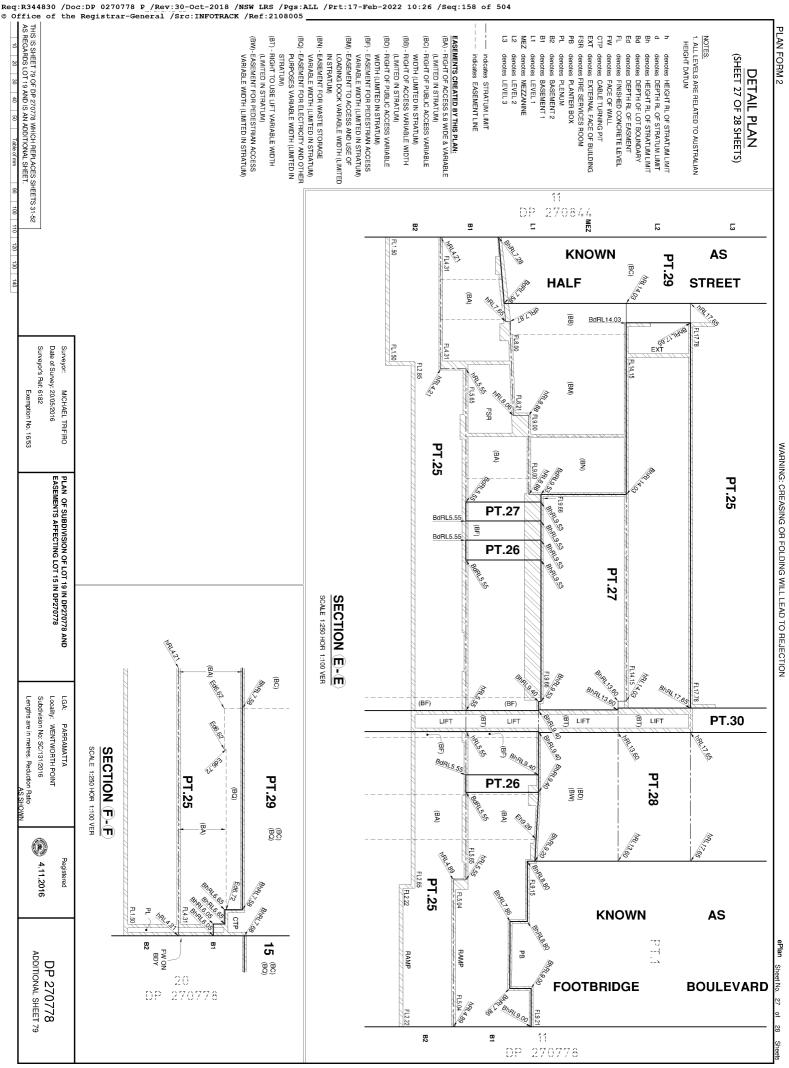
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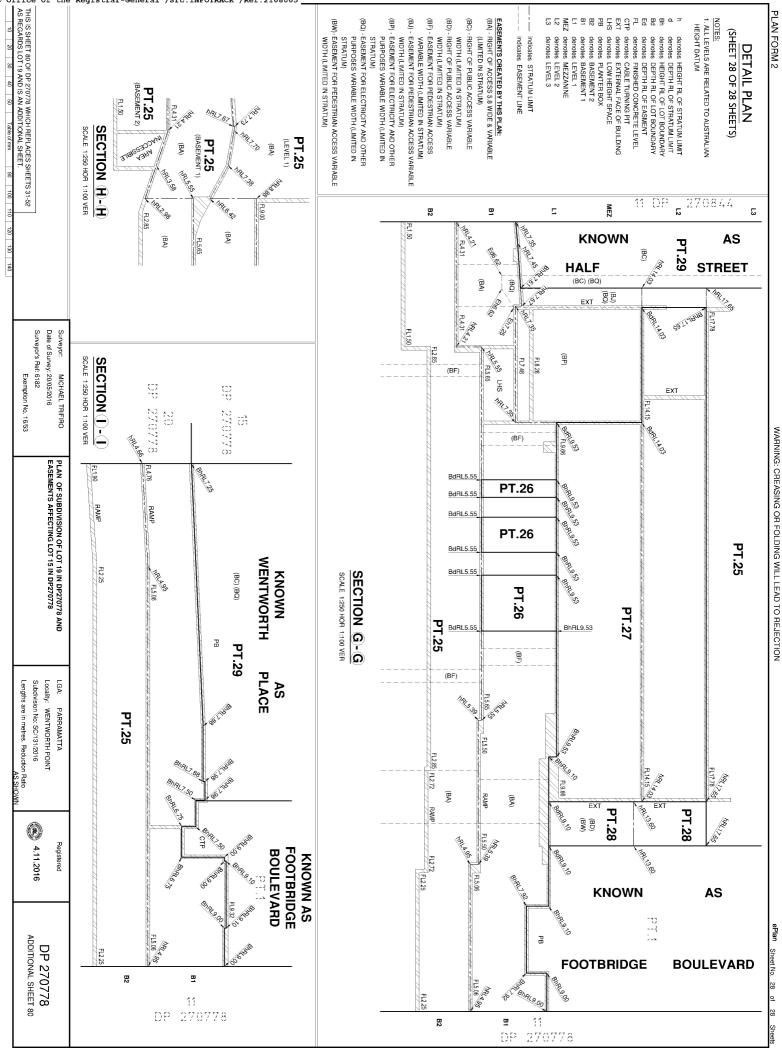






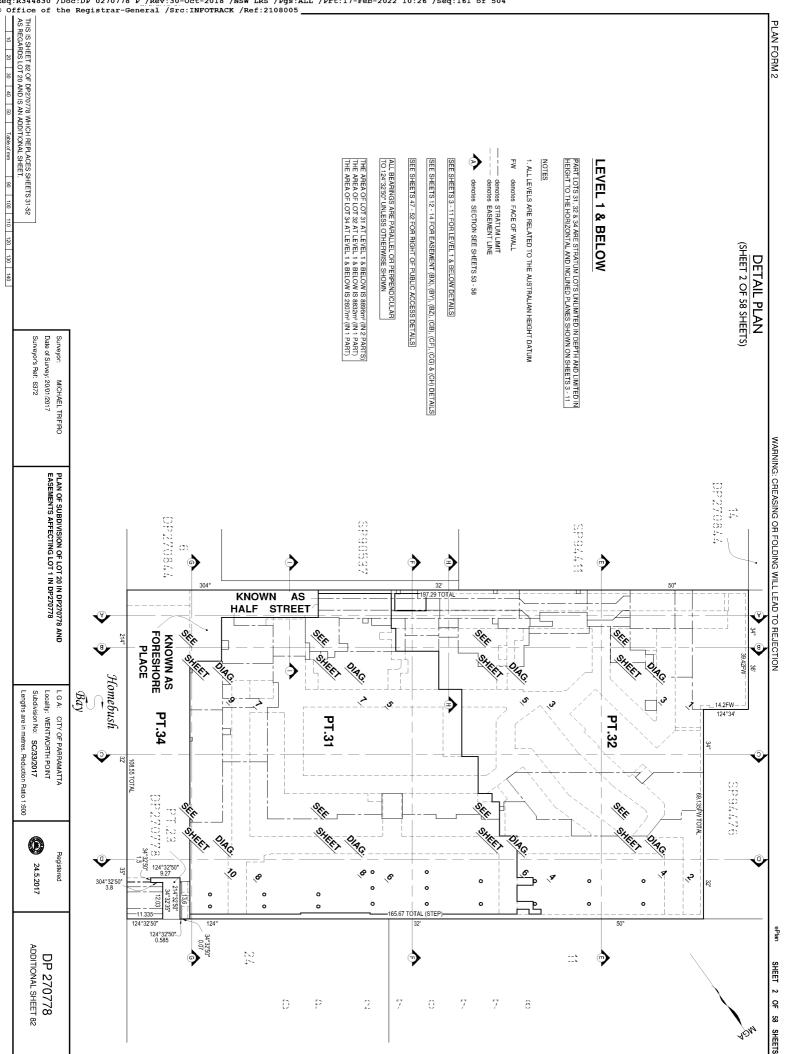
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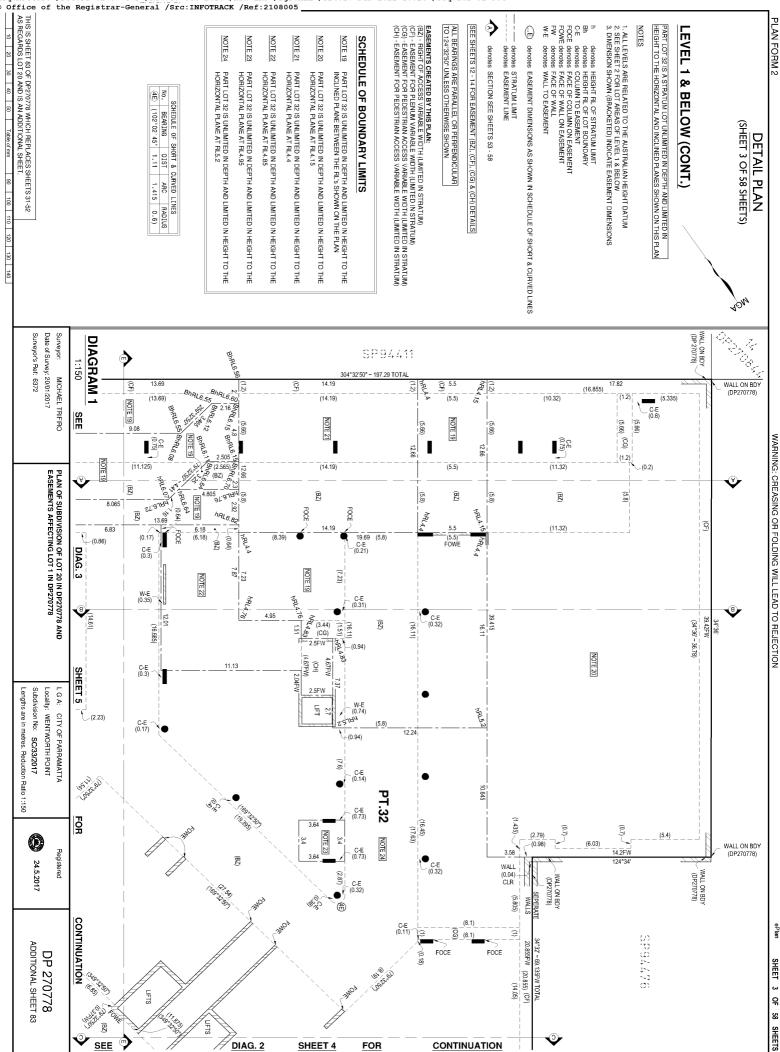




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0 20 30	THIS IS SHEET 81 OF DP270778 WHICH REPLACES S AS REGARDS LOT 20 AND IS AN ADDITIONAL SHEET	130°19' 226°15'	157°51' 56°39'	31°35	120°39'	152°16'30"	129°09'30"	68°40'	127°14'	205°12'50"	208°04'30"	233°21'30"	115°49"	124°04'	191°40'40"	124°03'20"	BEARING		AREAS FOR TH			32 883							RE THE SAME LC	HORIZONTAL AND/OR INCLINED PLANE LIMITATION SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY			-EASEMENT FOR SERVICES (WHOLE OF LOT) (No.2)	SEMENT FOR SU	EASEMENTS AFFECTING THE WHOLE OF LOT 34 CREATED BY THIS PLAN:	-EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)	-EASEMENT FOR SERVICES (WHOLE OF LOT) (No.2 & 4)	-EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (No.1 & 3)	SEMENTS AFFECT	-EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (DF270/78 DOC.7)	EASEMENT FOR SERVICES (WHOLE OF LOT) (DP270778 DOC.1 & DOC. 7)	EXISTING FASEMENTS AFFECTING WHOLE OF LOTS 31-34:	IN STRATUM) (DP270778 DOC.7) (BC) - RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.8)	(AU) - POSITIVE COVENANT (DP270778 DOC.7) (AV) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED	STRATUM) (DF	) - EASEMENT TO	AR) - EASEMENT FOR COMMUNICATION SERVICES VARIABLE WIDTH (LIMITED IN STRATI IMA (DP270778 DOC 7)	I) - RIGHT OF PUBLIC (DP270778 DOC.7)	(Pri ) - CARAMANIA OLI ACCONTACTA OLI OLI OCCO VALIMALE MUTILIANALE MUTILIANAL	(AO) - INDER OF ACCESS AND MAINTENANCE PHEPOSES VARIARI E WIDTH (AO) - RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.7) (AP) - EASEMENT EOB ACCESS AND MAINTENANCE PHEPOSES VARIARI E WIDTH		(DP270778 DO	EXISTING EASEMENTS:	PLAN FORM 2
40 50 Ta	9270778 WHICH	3.7 10.475	16.735 4.695	10.385	3.36	16.56	2.105	7.12	22.7	3.94	17.25	2.985	2.84	17.125	10.755	17.135	DIST	1	2.034na 2.034na IESE PART LOTS ARE	2601m <sup>2</sup> 4040m <sup>2</sup>		8832m <sup>2</sup> 8770m <sup>2</sup>		LEVEL 1 LEVEL 2					IT EXISTS ABOVI	INCLINED PLAN			RVICES (WHOLE	EMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (No. 1)	TING THE WHOL	S SHARED FACILI	RVICES (WHOLE	PPORT AND SHE	TING THE WHOL	AINAGE OF WAT	RVICES (WHOLE	TS AFFECTING V	IN STRATUM) (DP270778 DOC.7) RIGHT OF PUBLIC ACCESS VAF	R ELECTRICITY	STRATUM) (DP270778 DOC.7)	EASEMENT FOR TRAFFIC CONTROL PUPPOSES VARIABLE WIDTH (LIMITED IN EASEMENT FOR TRAFFIC CONTROL PUPPOSES VARIABLE WIDTH (LIMITED IN	DR COMMUNICAT	ILIC ACCESS 20 C.7)	RATUM) (DP270	ESS VARIABLE V		(DP27078 DOC. 2) D(DP27078 DOC. 2) D(DP10F 0F 0) IBID (CACCESS 9 12.5 AND VARIARI E WIDTH (I IMITED IN STRATI IMI	TS:	
ble of mm 9	REPLACES SHE DNAL SHEET.	DH&W FD IN DH&W PL IN	I I I	DH&W FD IN	DH&W FD IN	DH&W FD IN	DH&W FD IN	DH&W FD IN	SE CNR BRIC	5 5 N N	DH&W FD IN	DH&W FD IN	DH&W FD IN	DH&W FD IN TOP KERB	DH&W FD IN	DH&W FD IN	HEFEHENCE MARKS		4na 2.034na 1.692na PART LOTS ARE SHOWN ABOVE	2 5186m²		2 6944m <sup>2</sup>		2 LEVEL 3	FLOOR LEVEL				OR BELOW TH	E LIMITATION S			OF LOT) (No.2)	LTER (WHOLE (	E OF LOT 34 CR	TIES (WHOLE OF I	OF LOT) (No.2 a	LTER (WHOLE (	E DE I DTS 31-3	ER (WHOLE OF	OF LOT) (DP270		RIABLE WIDTH (I	78 DOC.7) AND OTHER PUI		1.5 WIDE (LIMITE	ION SERVICES	WIDE AND VARI	778 DOC.7)	VIDTH (LIMITED				
0   100   110	SHEETS 31-52 T.	TOP CONC.	TOP KERB PATH (DP2	TOP KERB	DH&W FD IN CONC. PATH (DP2	DH&W FD IN PATH (DP270778)	TOP KERR (DP)	DH&W FD IN TOP CONC. SEAWALL (DP270778)	RICK BLD FD (DP2707	CONC.	TOP KERB	TOP KERB	TOP KERB	TOP KERB (DP)	DH&W FD IN PATH (DP270778)	FD IN TOP KERB (DP270778)	MARK		FOR INFORMATION PURPOS	5186m <sup>2</sup>		7094m <sup>2</sup>		LEVEL 4	LEVEL				HE NOMINATED	HOWN THAT D				OF LOT) (No. 1)	EATED BY THIS	LOT)	& 4)	OF LOT) (No.1 &	3 CREATED RV	LOT) (DP270778	0778 DOC.1 & D	31-34-	LIMITED IN STR	RPOSES VARIA		ED IN STRATUM	VARIABLE WIDT	ABLE (LIMITED		IN STRATUM) (		a E WIDTH (I IMI		
120 130 1		BARRIER WALL (DI BARRIER WALL		70778)	PATH (DP270778)	(8)	DP270844) 70778)	WALL (DP2707)	270778)	3412)	70778)	(DP270778)	270778)	(DP270778)	(8)	270778)			8 -			490011- 490 6785m <sup>2</sup> 680		LEVELS LEV					LIMITATION.	INE A BOUNDA					PLAN:			3)	THIS PI AN:	DOC. 7)	00.7)		ATUM) (DP2707)	3LE WIDTH (LIN		DTH (LIMITED IN	H (LIMITED IN	IN STRATUM)		1 270778 DOC.0 DP270778 DOC.		TED IN STRATU	CTDATIMA	
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		EASEMENTS AFFECTING LOT 1 IN DP270778		LOTS 31-3	NOTE: BENCH MARKS SHOWN HEREON SHOULD NOT BE USED FOR ANY OTHER PURPOSE OTHER THAN DEFINING THE		SSM 93729 - RL 2.169 AHD & PM 66570 (NOW GONE) - RL 1.619 A ALL LEVELS SHOWN RELATE TO ALISTRALIAN HEIGHT DATIM					τ -	) 더	·	₹	Ţ				;	34° TU			8	1.02)		2.75)		; D	<u>و</u>			ать 33'		61.2		0		(AC) '4.97 45"		-	U	6 -0 E								3PACE VAF	(34) - EASTMENT FOR TRAFFIC CONTROL PHIRPOSES VARIABLE WIDTH (JUMPED IN STRATUM) (CA) - FASSMENT FOR TRAFFIC CONTROL PHIRPOSES VARIABLE WIDTH (JUMPED IN STRATUM)	א ב אורדם	WARNING: CREASING OR FOLDING WILL LE
		CTING LO		4	THER THA		70 (NOW G						) ( 			TOT. 223.57	SE37728	20	   		+ () ()		ç>> (/)	00 10		(44)	AS (AO)(AT)	5	/								U L	ج 1017 1111			:	-7									RABLE WIC	ED IN STR		FOLDING
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		270778	DP970778		E USED	CINI.	1.619 AHD					÷		52" - 243.332		AS	HOW	$\setminus$	01110		0778	N ∞ ≫	01 (2)	ອ		50"		.02	200						-,	U		+`			Ċ	22	32								ED IN STR/	, 1917	5	
				SOURCE		SSM 197231	SSM 197230		SSM 93729	06669 MSS	MA			32	1 1	(BC)		IOV	VN 9.415						H (24.96)	-	POOLBRIDGE	200.310				/					;							125°58'37"-397.367 MGA GROUND 397.38 SURVEY			Γ	SSM	-		ATUM)			AD TO REJECTION
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	Subdivision No: Lengths are in m		- A A	MGA COORDS & AHD HEIGHTS ADOPTED FROM SCIMS ON 16-02-	322 209.	322 111.	322 031.	321 916.238 6 255 482.987	321 755.313 6 255 223.343	322 456.6	MGAO	SUF	01 04		(RV)	HALF	<u>se</u>	<u>F</u>	<u>SHE</u> OR	ETS DE	<u>5 4</u> TAII	8 & . LS	<u>49</u>	CN)	(BY		9					5	22		\									3A GROUN				SSM19723	TO	SSM CON		(SHEET I OF 58 SHEETS)	DETAIL PLAN	
		Locality: WENTWORTH POINT	CITY OF PARRAMATTA	AHD HEIG	.3 6 2:	111.475 6 255 578.755	.32 6 2	.238 6 2	.313 6 2	. 695 6 2	MGA CO-ORDINATES	RVEYING 8	+		F	·	~	<u> </u>						ý		(BY) 145.04 (BY) 145.04	()	271.69 (/	BELOW	PI.31 & PI.			00070772	-10 	C	:)` \	\							ð			-	0 36°00 2 35°11	BEARING	SSM CONNECTIONS		: 28 SHE	- F	
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	22	leg g	Benie	DN 16-02-2	TRAV		TRAV	SCIMS		SCIMS	ZONTAL	ULATION :	01 00000	5,00		S	3	ŝ				ORE PL	WN AS	ç	E 0.	• 304° 32'	VAHU	00.72	6F 70														30"					LOT 33 1024m <sup>2</sup> LOT 34 5364m <sup>2</sup>	LOT 32 1.159ha	TOTAL AREAS	R IO SHE	31-34 AHE		
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			-		9.58		2.535	2.10	2.169	1.70	AHD HEIGHTS	JSE 35(1)(I		Ţ	50"	- 	21 (CO)(CP)		PT.34	32	-	(BY) (AO)			4 3			3.51 13	_0.0	124°32'50"	<u> </u>	(AQ)		SSN	1-CN	R 22	1°53	'32"~	192	86		_	7		SSM 69990 FD			LAP IN PL				HOWN ON		
	ADE	_			D				_		HTS CI AG	SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b), 61(2) AND 62	,	+		9	पुर्द 21			96	6.22	ب		E			12.	13.88	Ð	32 32				161.2	22						35"		-@` H					OVERLAP IN PLAN VIEW	E PARTS		AILS	LOTS 31-34 ARE STRATOM LOTS LIMITED IN HEIGHT & DEPTH AS SHOWN ON THIS PLAN.		ePlan
	ADDITIONAL SHEET 81	DP 270778			4	4	4 4		_	4	ĭ	VD 62		002270844	<b>3</b> )								Hc		(AQ)	AP)	BEL	; <u>-</u>		A D D V T	0.0	-10	10 30	9 21 5	~ ~		~	6			핕			178°03'-9.00 (DP270844)	3M - CNR		L		- IN	z				SHEET 1
	- SHEET	0778			TRAV	TRAV	TRAV	SCIMS	SCIMS	SCIMS			00111	12211					Bay	ł	ſ	Ì	Homebush				BELOW				70772		)4°32'50"	4°32'50"	4°32'50	34°32'50	34 32 30 14°32'50"	304°32'50"	214°32'50"	BEARING 304°32'50"	OF SHORT LINES												MGP	유
	81				DP270778	CALC	CALC	SCIMS		SCIMS													sh				L			ι ι	~~		8.005	3.06	2.07	3.2	8.425			DIST 7.535	T LINES							/	/		-			58 SHEETS
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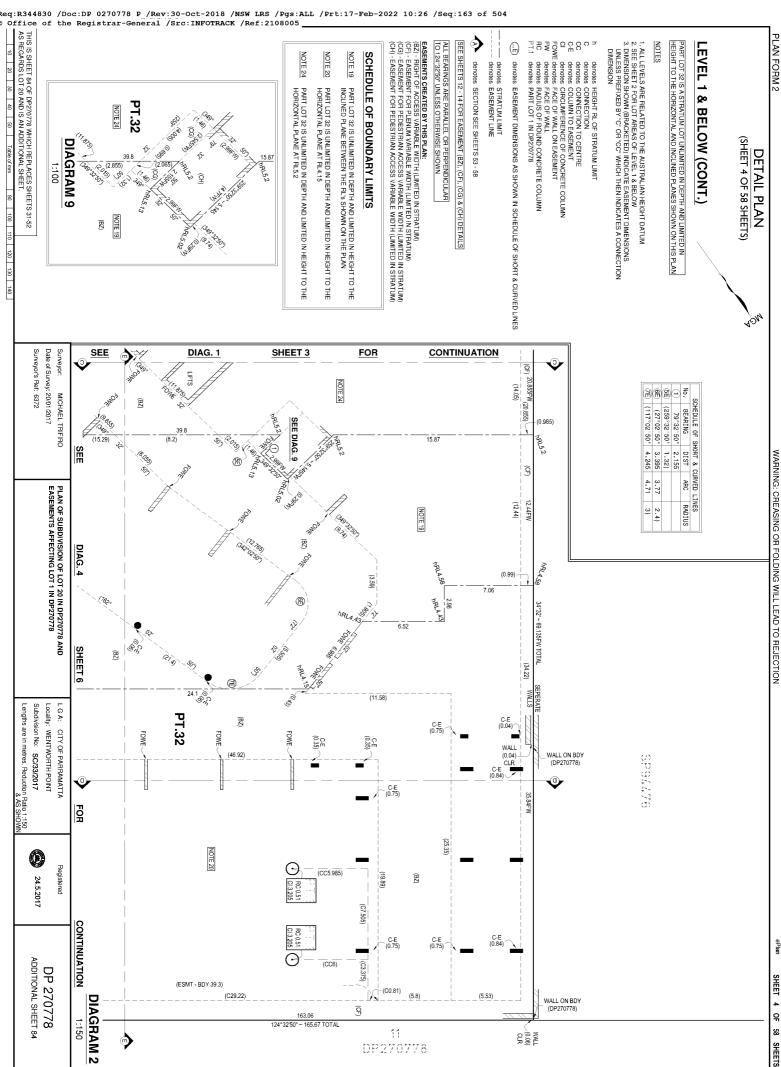
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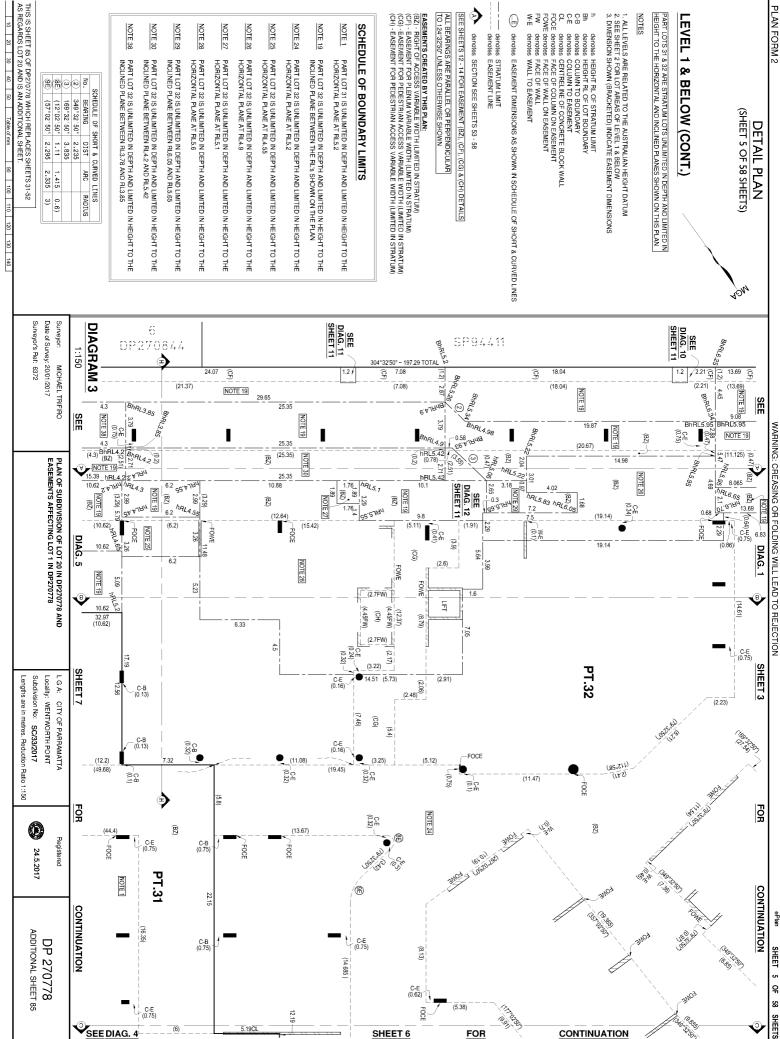




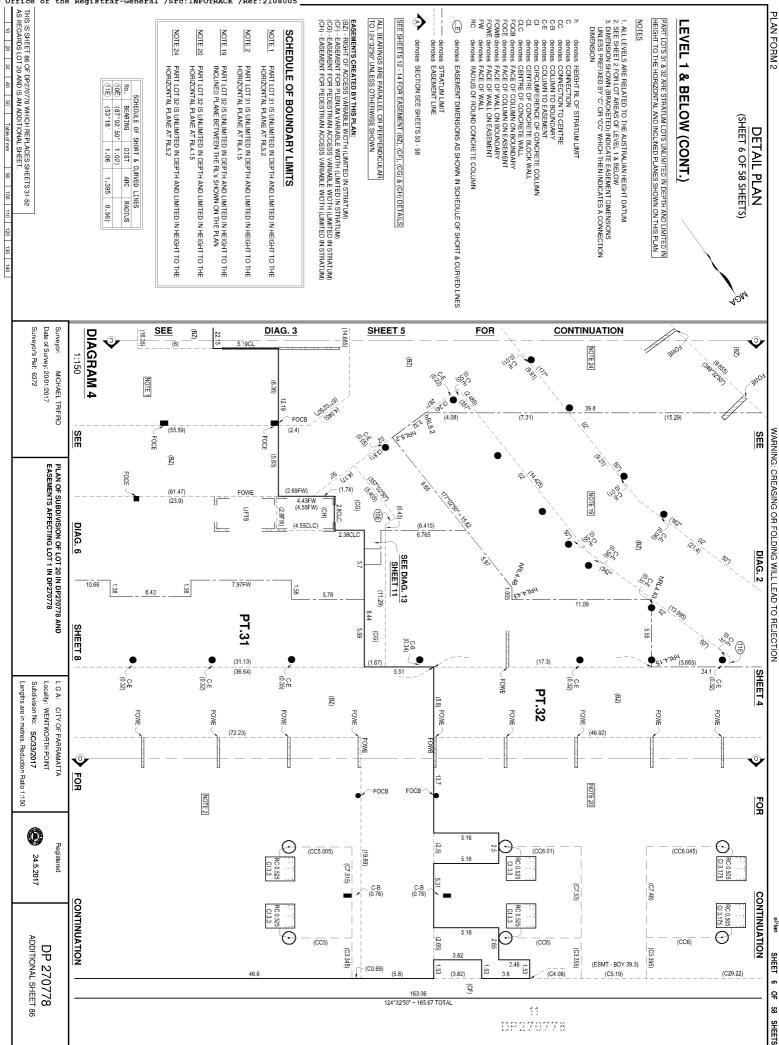
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 3 OF 58 SHEETS

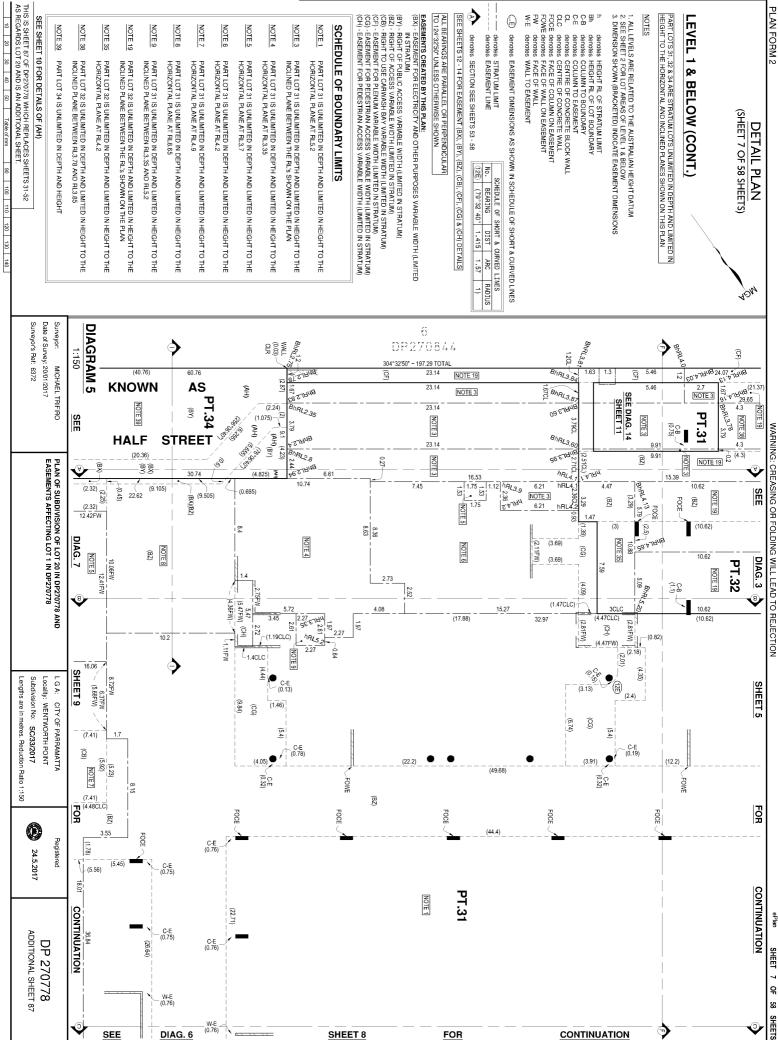




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CONTINUATION

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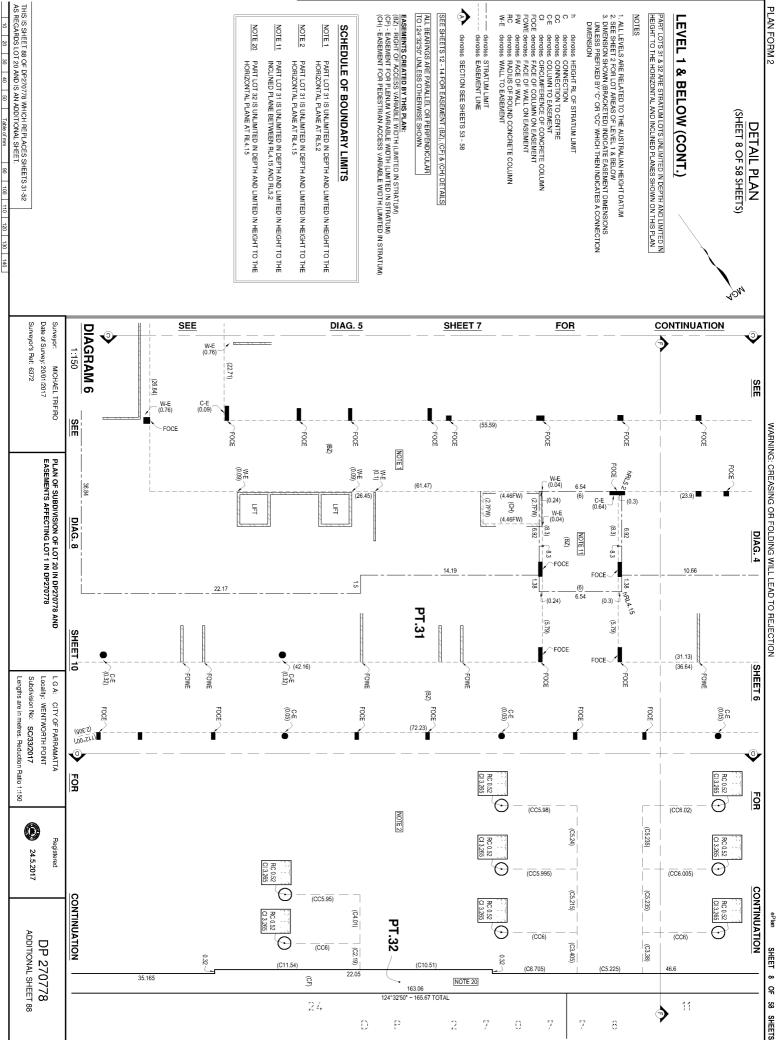
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FOR

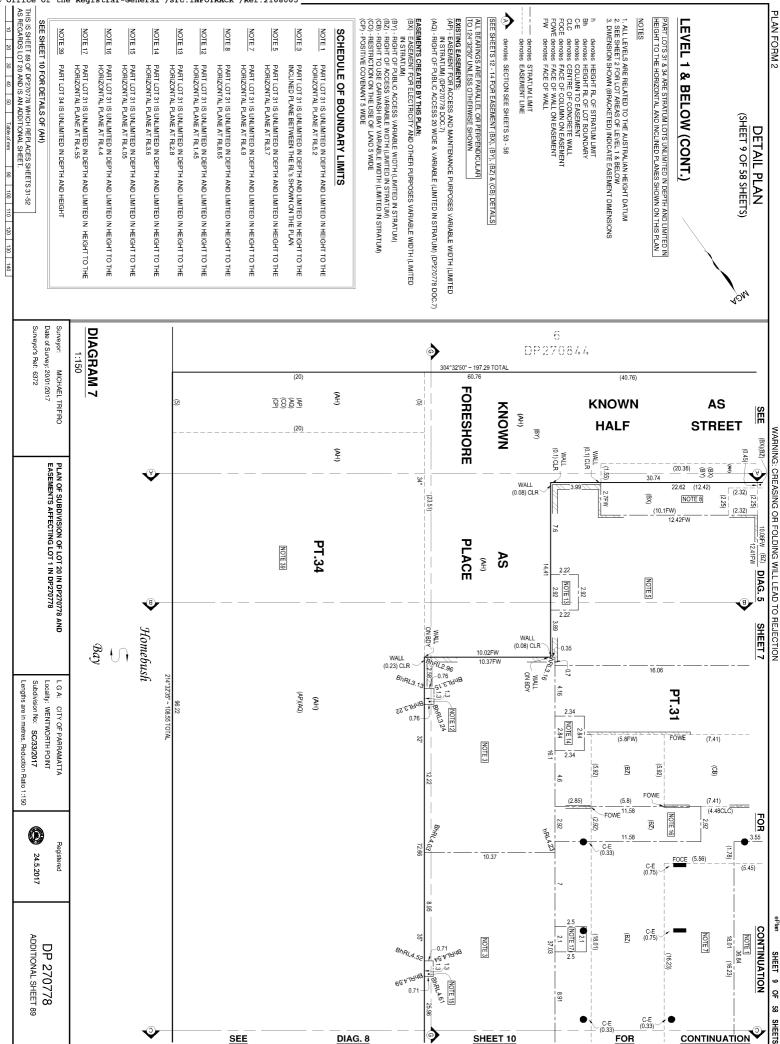
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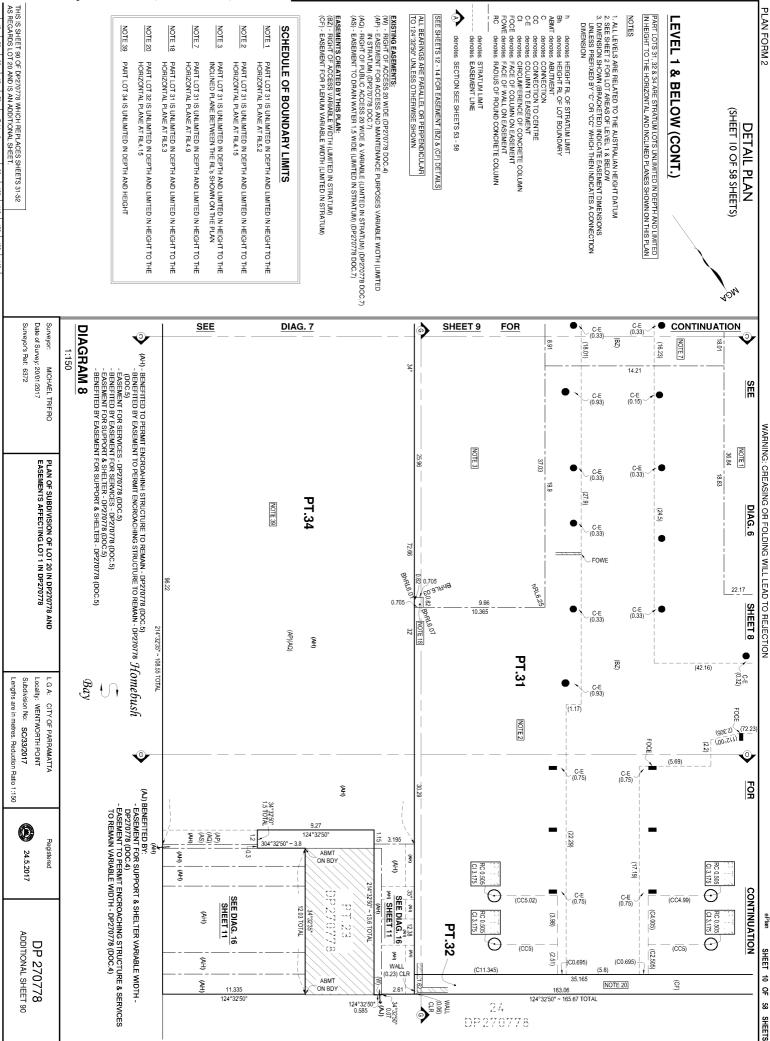
PLAN FORM 2



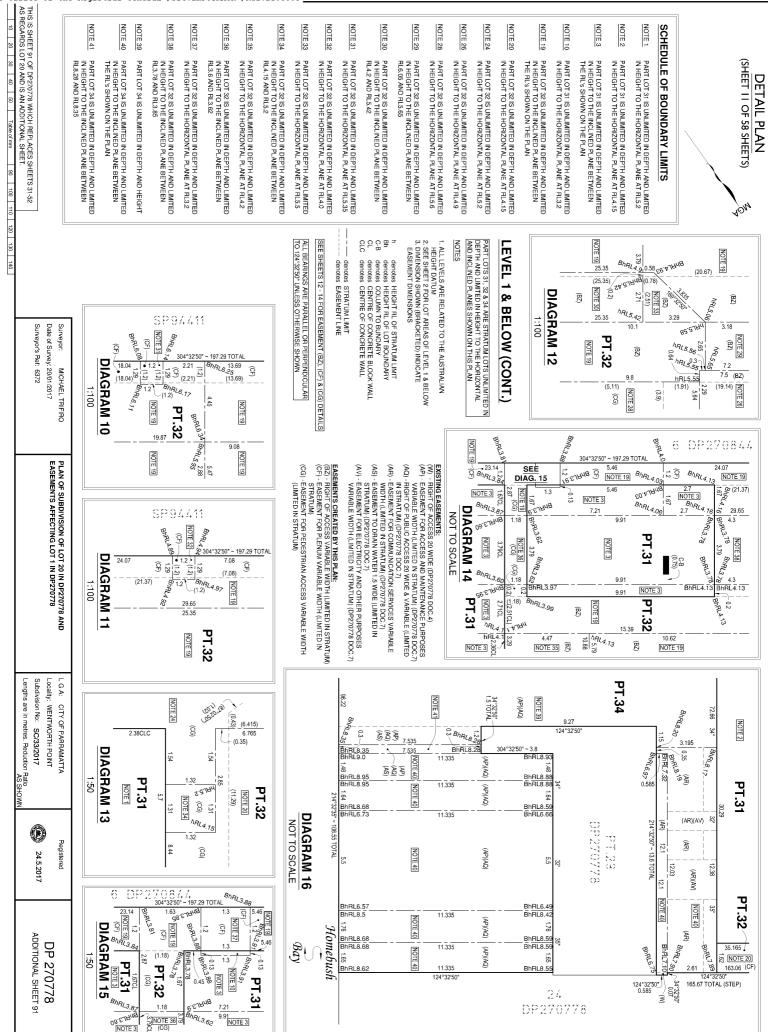
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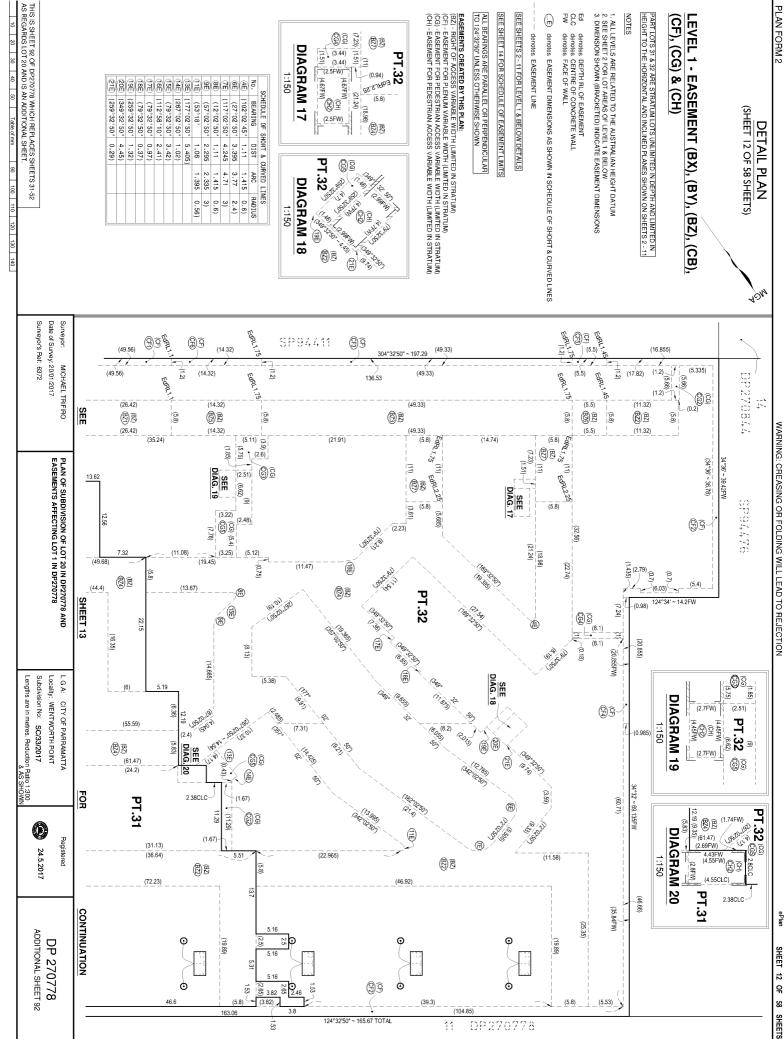
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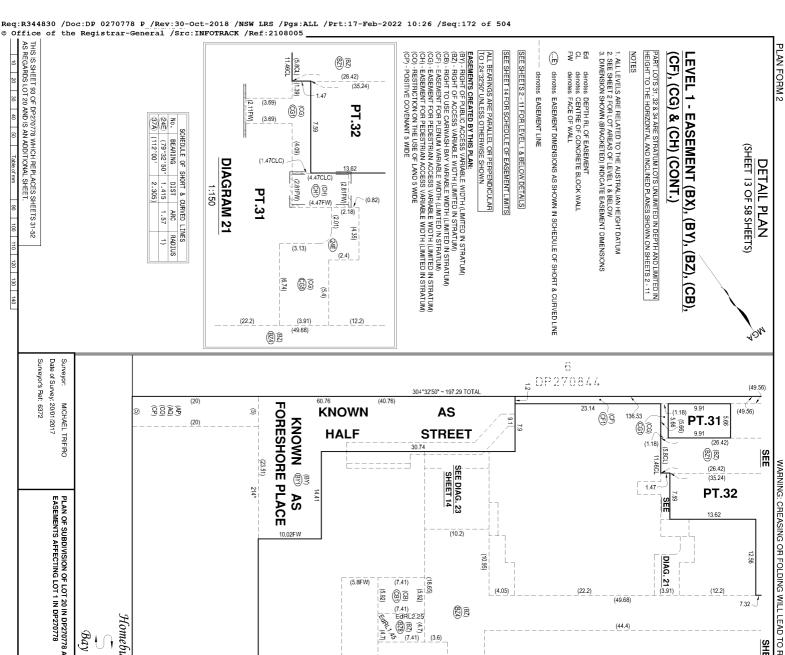
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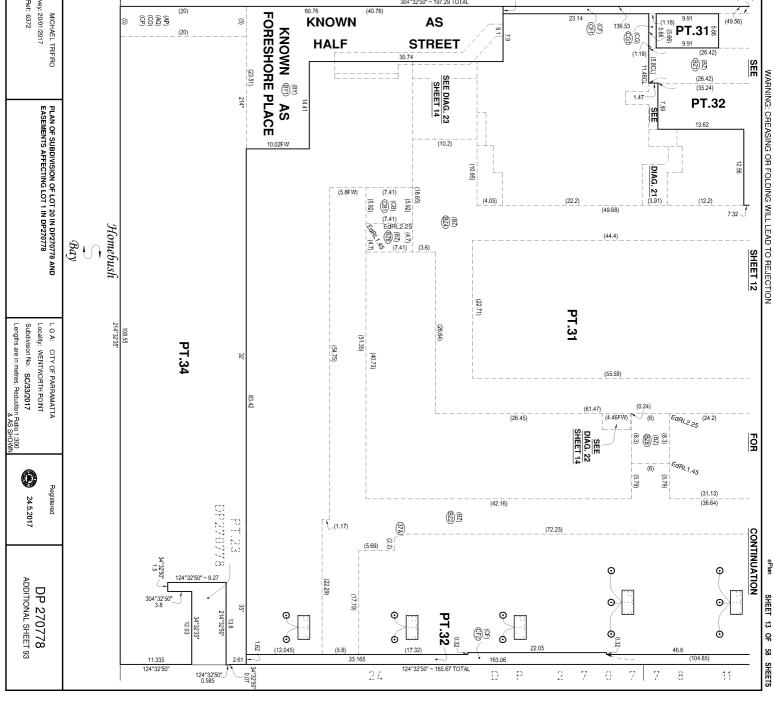
PLAN FORM 2

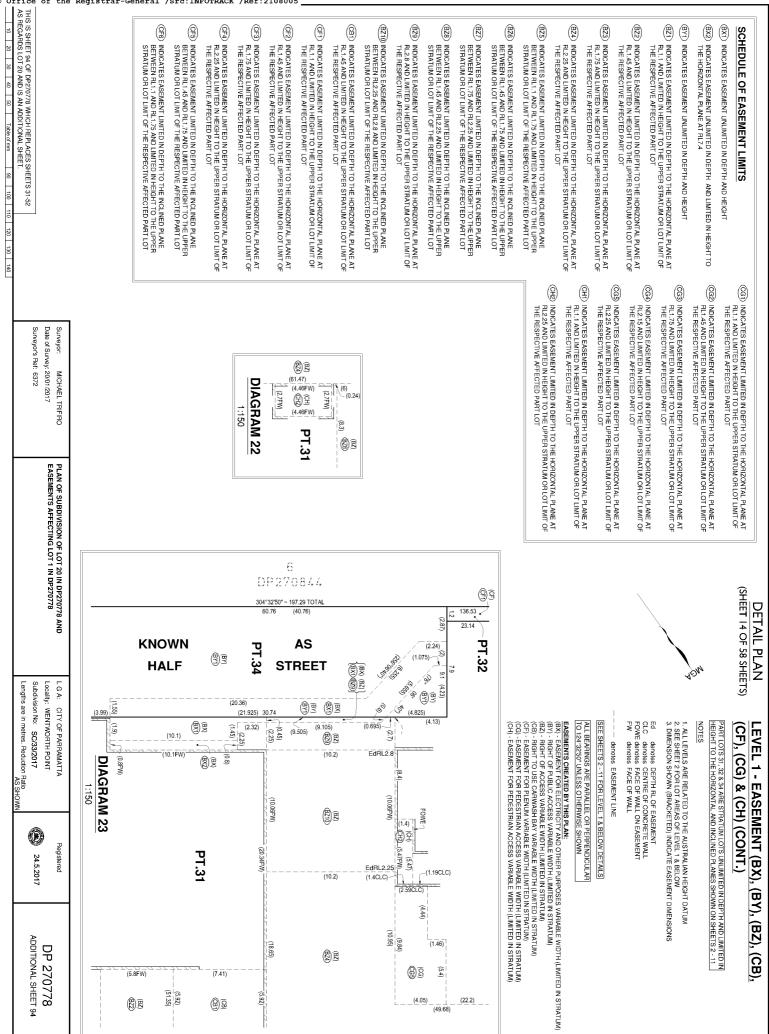
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 11 OF 58 SHEETS







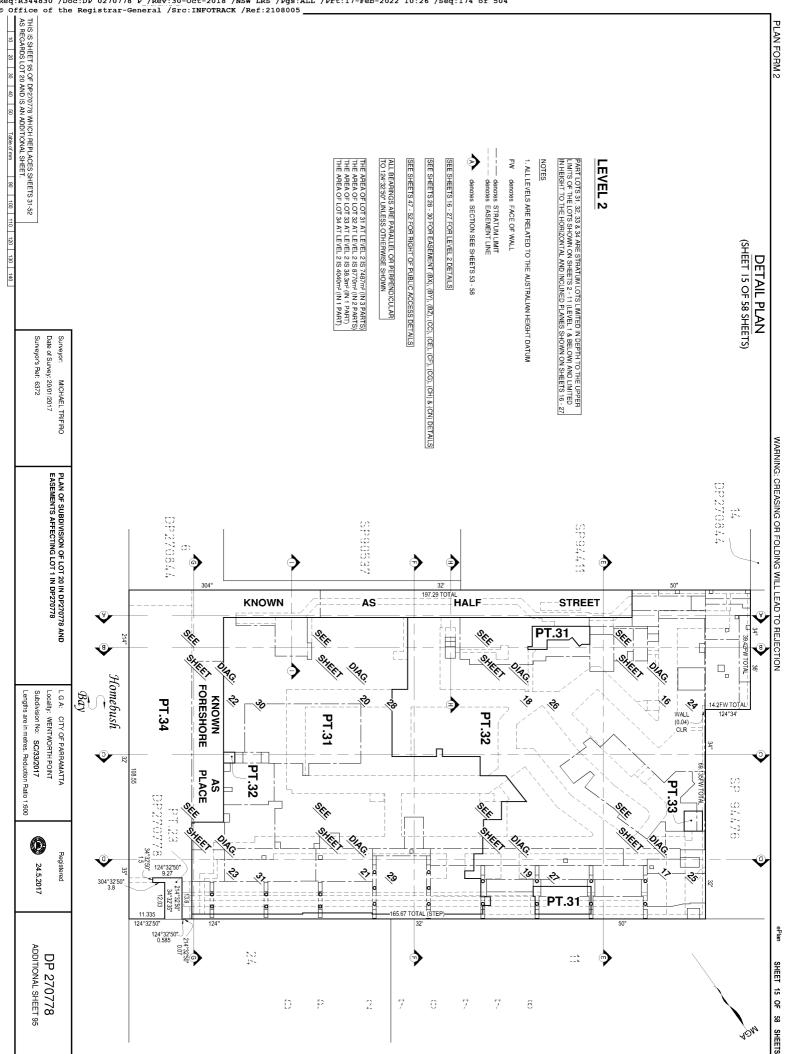


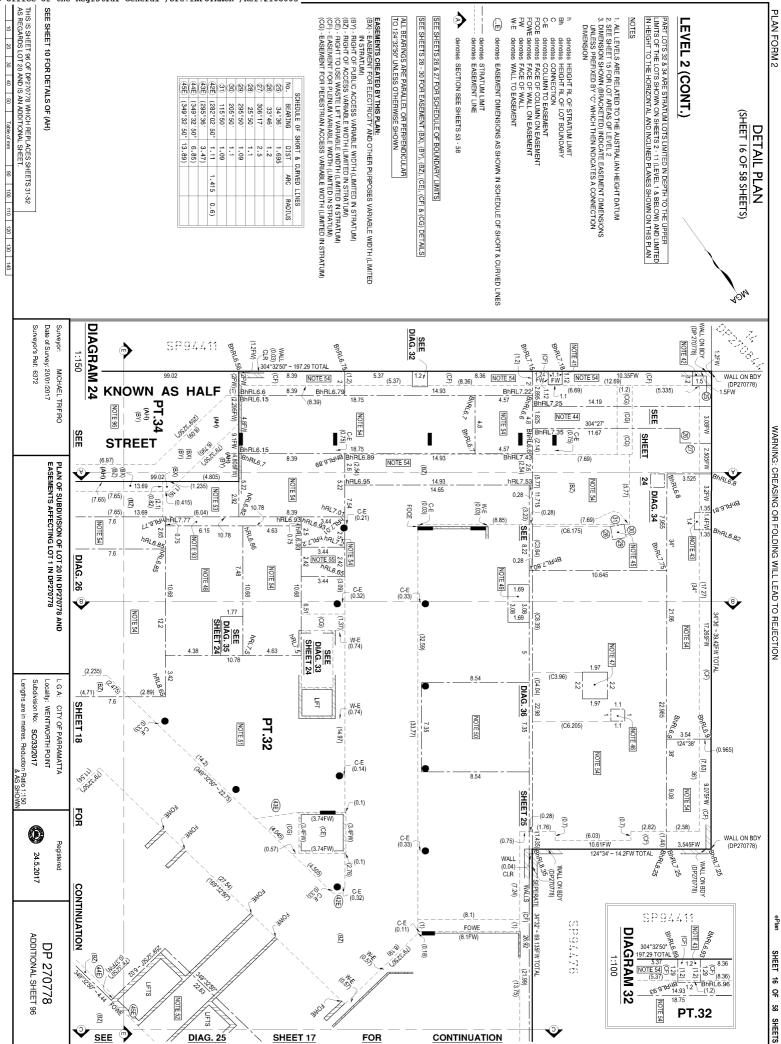
SHEET 14 OF 58 SHEETS

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PLAN FORM 2

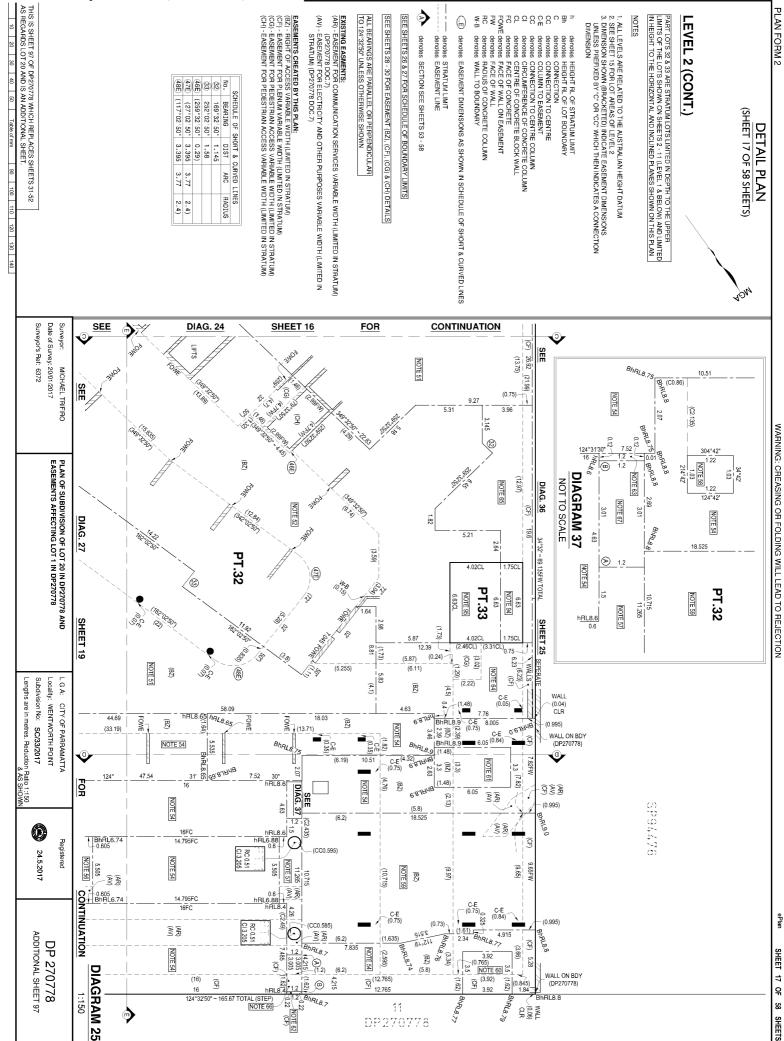
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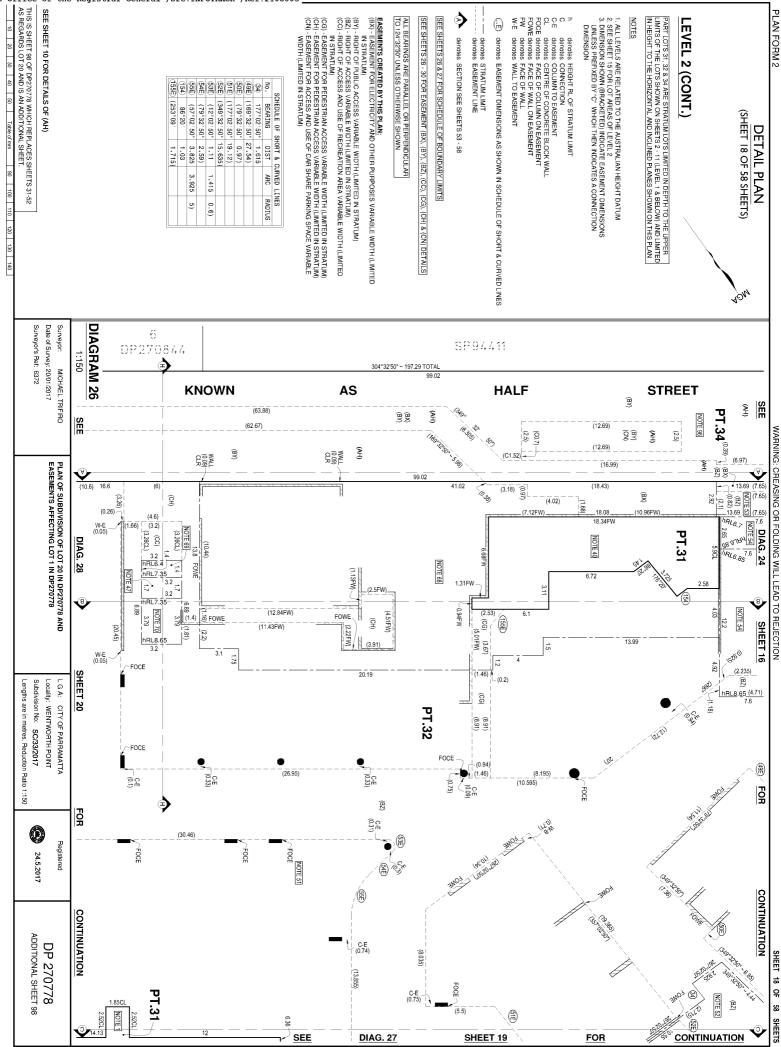


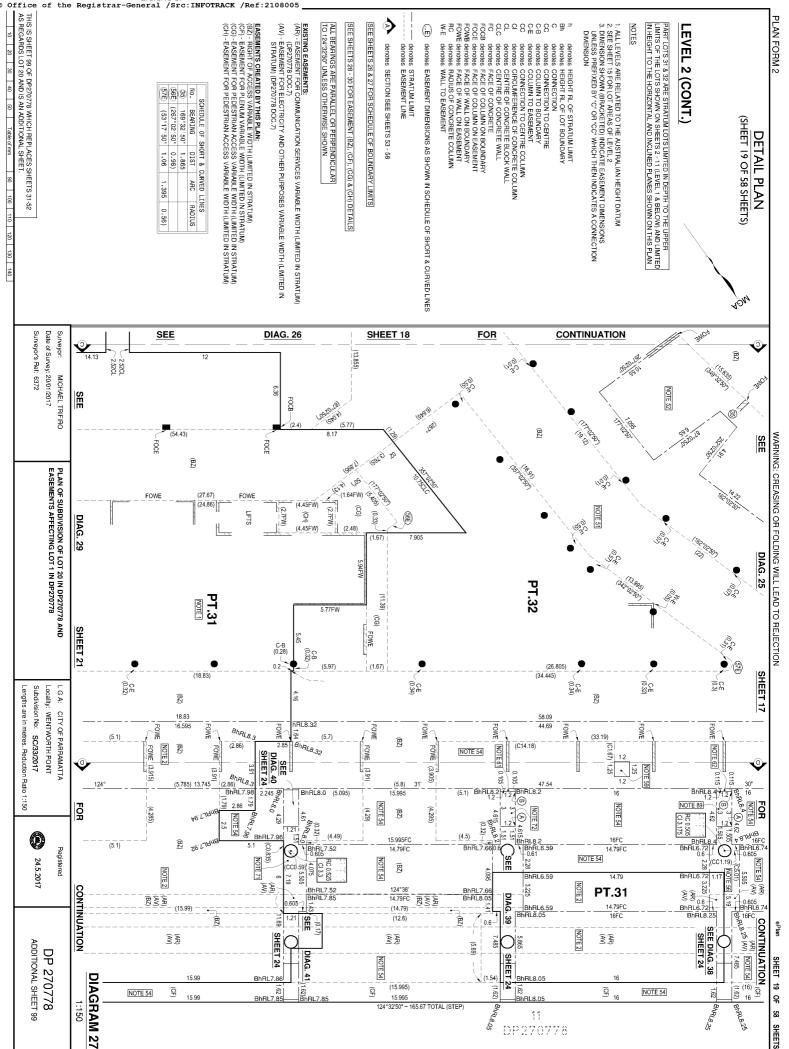


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SHEET 16 OF 58 SHEETS

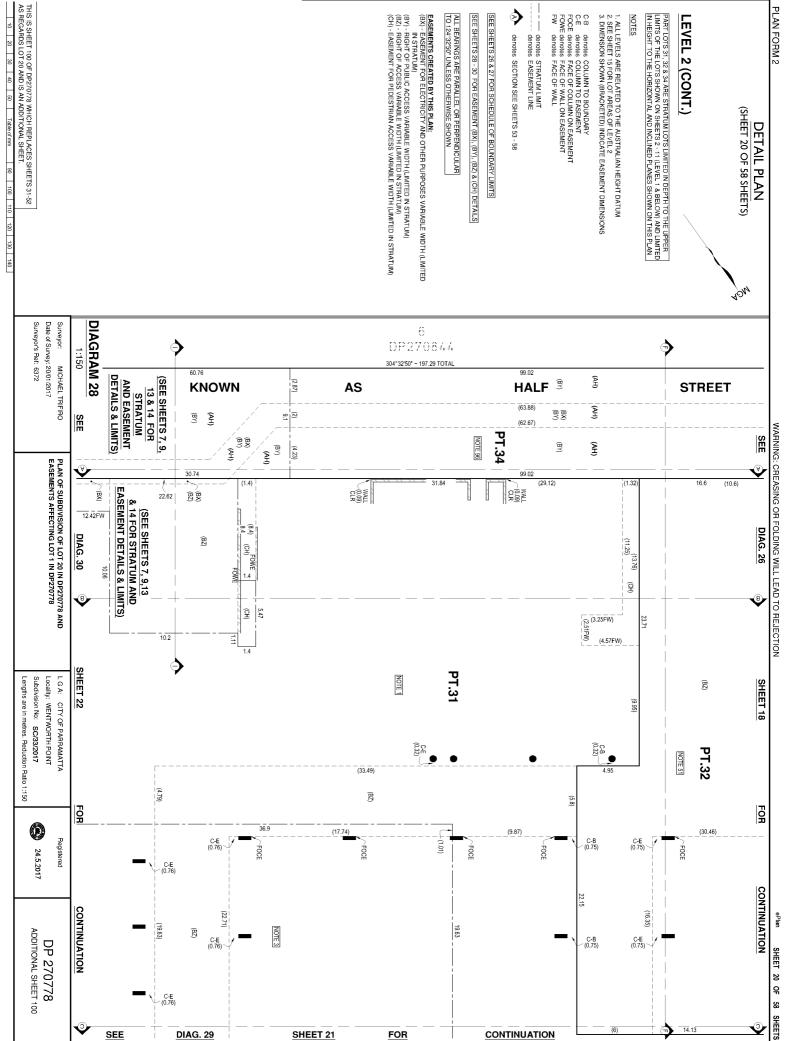






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PLAN FORM 2



14.13

CONTINUATION

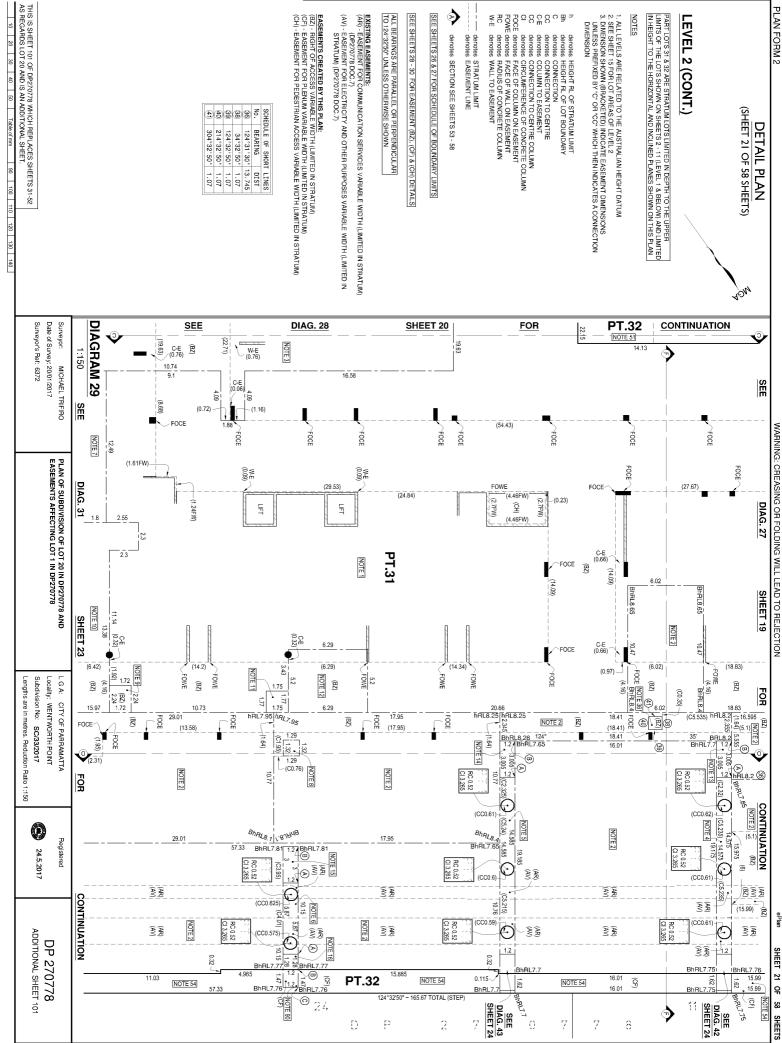
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DIAG. 29

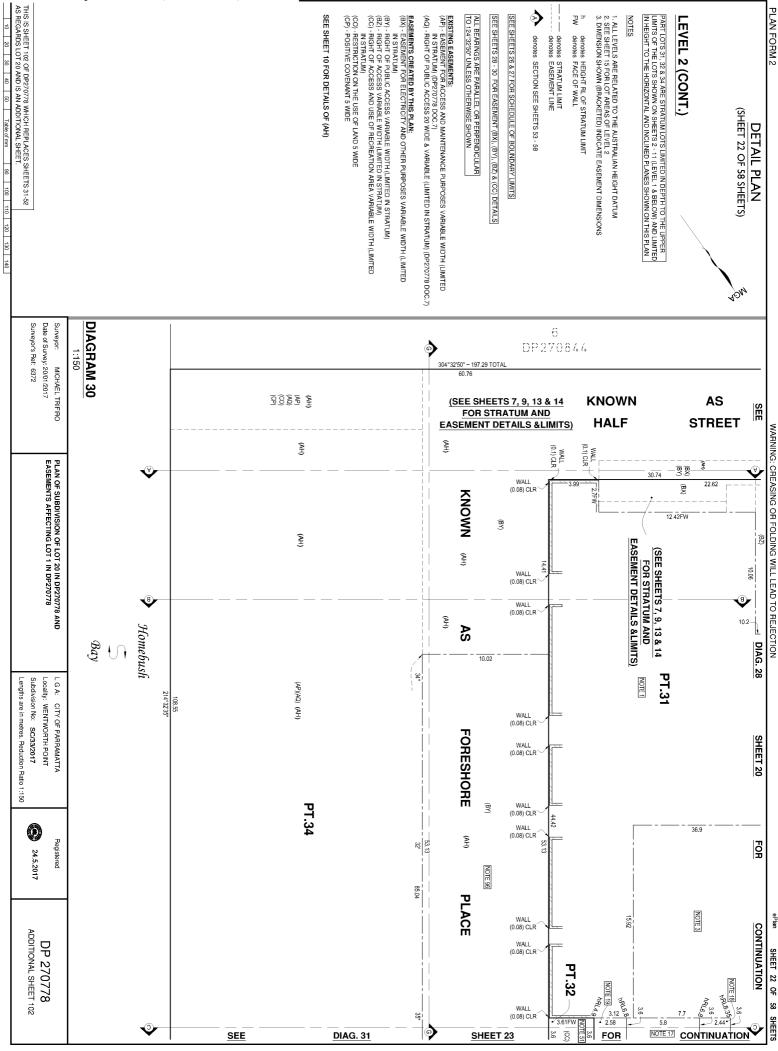
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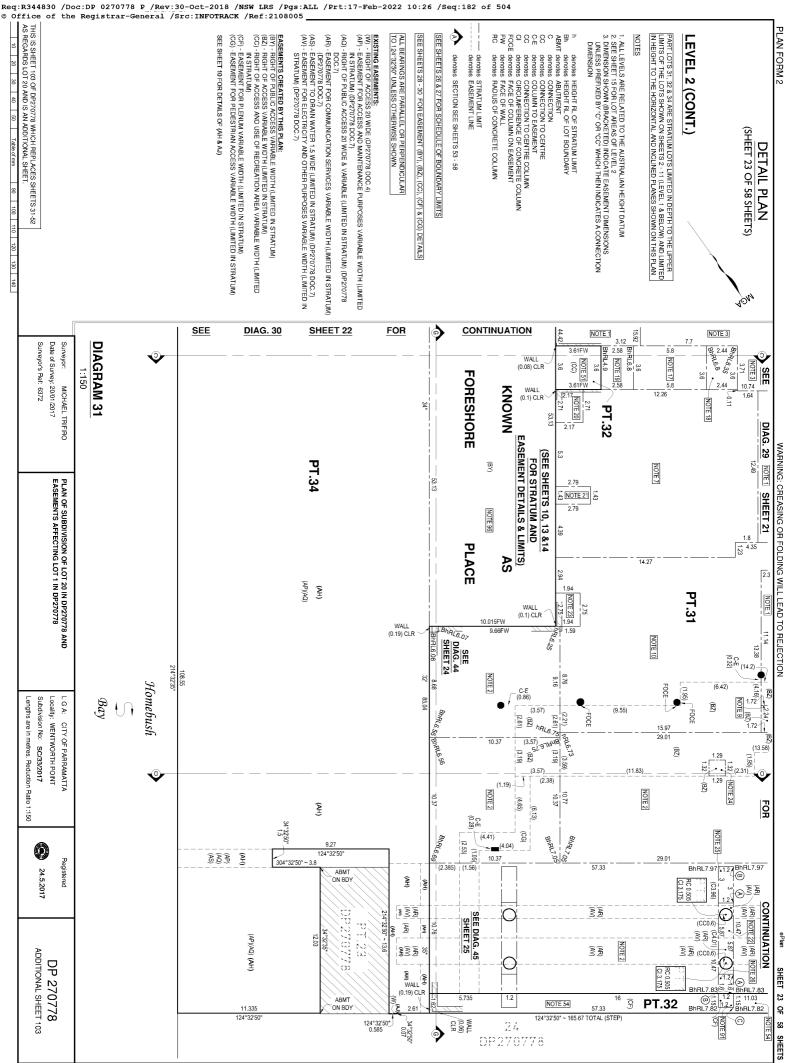
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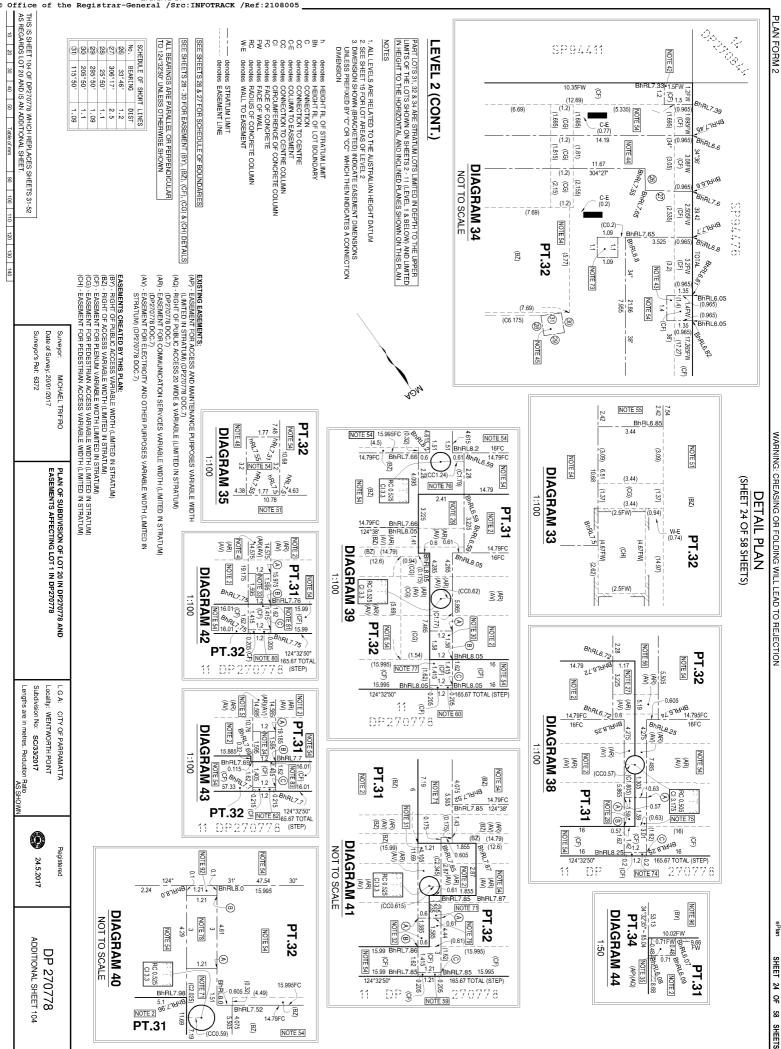
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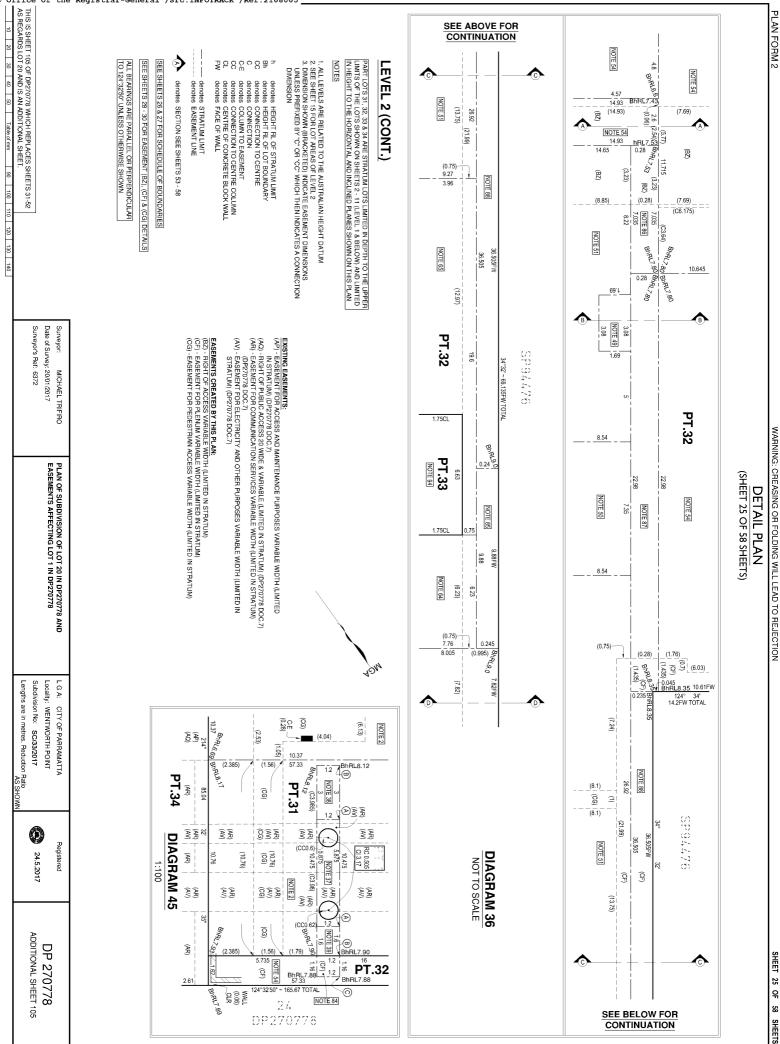
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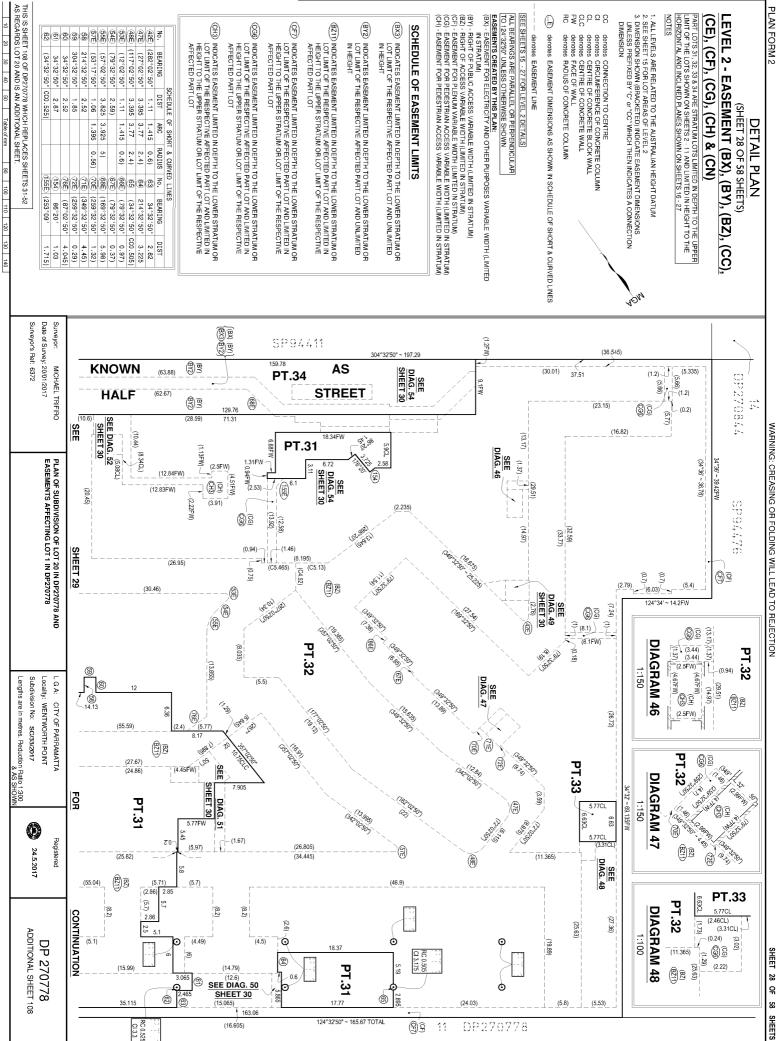


SHEET 25 OF 58 SHEETS

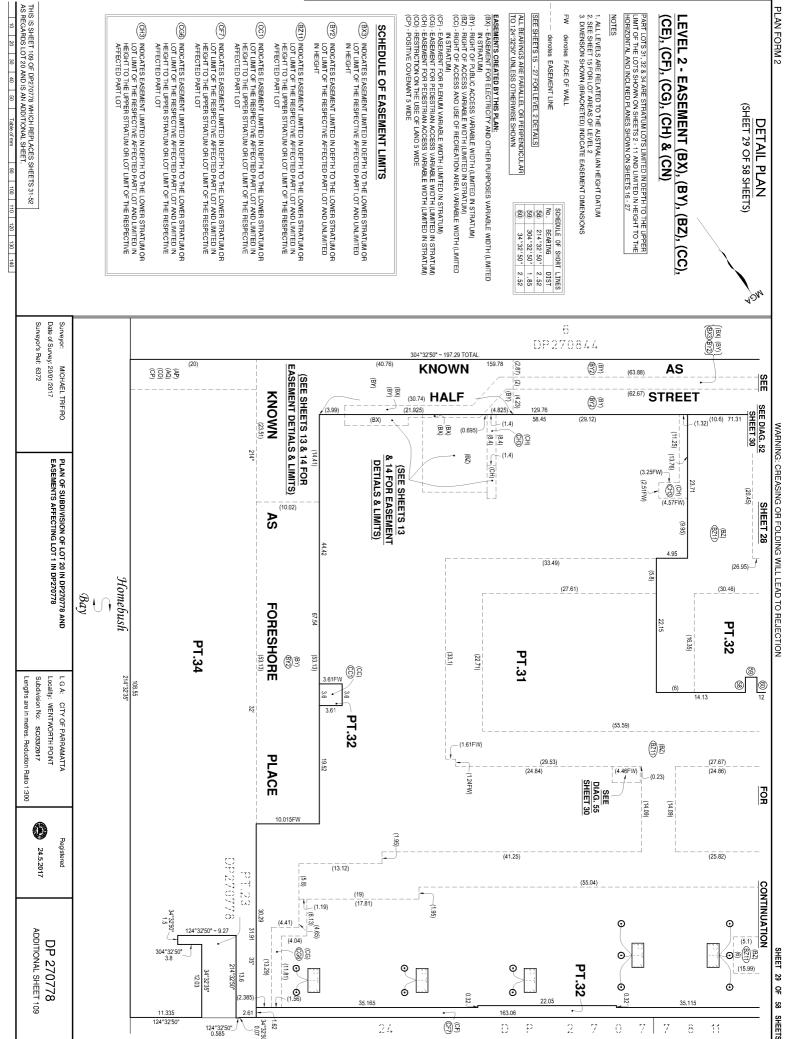
FLAN FUHIN 2	אאחואוואס: טחבאסוואס טח רטבטוואס אזובר בבאט דט חבשבט ווטוא	SULET 10 OL SULET
	DETAIL PLAN (SHEET 26 OF 58 SHEETS)	
SCHEDULE OF BOUNDARY LIMITS	NOTE 21 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	NOTE 41 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 1 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.65	HORIZONTAL PLANE AT RL5.45 NOTE 22 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	HORIZONTAL PLANE AT RL5.6 NOTE 42 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 2         PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT           LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE TO THE         NOT           INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN         NOT	HORIZONTAL PLANE AT RL5.59 NOTE 23 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	HORIZONTAL PLANE AT RL5.7 NOTE 43 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 3 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.1	HORIZONTAL PLANE AT RL6.05 NOTE 24 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT	HORIZONTAL PLANE AT RL6.05 NOTE 44 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT IMIT OF THE PART LOT RELICIENT AND I MITED IN HEIGHT TO THE
NOTE 4 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.31 NOT	HORZOUTAL PLANE AT REAS HORZOUTAL PLANE AT REAS NOTE 25 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT IMIT OF THE PART LOT BELOW AND IMITED IN HEIGHT TO THE	NOTE 45 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT
NOTE 5 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.41	NOTE 28 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT	NOTE 46 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT
	NOTE 27 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT	NOTE 47 PART LOT 32 SIMILIFED IN DEPTH TO THE UPPER STRATUM OR LOT
	NOTE 28 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT	NOTE 48 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT
NOTE 8 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.3	INCLINED PLANE BETWEEN RL6 58 (AND RL6 64 (B) NOTE 29 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	HORIZONTAL PLANE AT RL7.55 NOTE 49 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 9 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.35	HORIZONTAL PLANE AT RL5.58 NOTE 30 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	HORIZONTAL PLANE AT RL7.9 NOTE 50 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 10 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.6	INCLINED FLANE DELIVEEN NLOAGE (9) AND INCODE (9) NOTE 31 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	NOTE 51 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 11 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.0	NOTE 32 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT	NOTE 52 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT
NOTE 12 MART LOT 31 KEN MED IN DEPTH TO THE DIPPER STRATUM OR LOT LIMIT OF THE PART LOT 9ELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RUB35	NOTE 32 PART LOT 31 IS LIMITED IN DEETH IT OT HE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	NOTE 53 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 13 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.2 (A) AND RL6.7 (B)	NOTE 34 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	NOTE 54 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT
NOTE 14 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.23 (A) AND RL6.73 (B)	INCLINED FLANE BE WEEN FLOZZION PLOZO	NOTE 55 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
E NOTE 15 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.26 (A) AND RL6.76 (B)	HORIZONTAL PLANE AT RLS.3 NOTE 36 PART LOT 31 IS LMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	NOTE 56 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 16 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.43 (A) AND RL6.63 (B)	HORIZONTAL PLANE AT RL7.55 NOTE 37 PART LOT 31 IS LMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	HORIZONTAL PLANE AT RLS 75 NOTE 57 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 17 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT UNIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.8	HORIZONTAL PLANE AT RLS.7 NOTE 38 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	HORIZONTAL PLANE AT RL5.9 NOTE 58 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
NOTE 18 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.8 AND RL8.35	NOTE 39 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE	HORIZONTAL PLANE AT RL7.05 NOTE 59 PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE
	40	HORIZONITAL PLANE AT RL7.85
NOTE 20 PART LOT 31 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RLS.1	HORIZONTAL PLANE AT RL9.75	
e of the	PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778	LG A: CITY OF PARRAMATTA Registered DP 270778 Locality: WENTWORTH POINT SUBGISSION 0: 52452017 ADDITIONAL SHEET 106
THIS IS SHEET 106 OF DP27078 WHICH REPLACES SHEETS 31-52 AS REGARDS LOT 20 AND IS AN ADDITIONAL SHEET.		n Ratio N/A

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

© Of	fice	of th	e Regis	trar-G	P /Rev eneral	/Src:1	NFOTRA	/NSW I CK /Rei	E:21080	JS:ALL )05	/Prt:1	-reb-2	022 10	:26 /Se	q:186	of 504								
10 20 30 40 50	THIS IS SHEET 107 OF DP270778 WHICH REPLACES AS REGARDS LOT 20 AND IS AN ADDITIONAL SHEET		NOTE 79	NOTE 78	NOTE 77	NOTE 76	NOTE 75	NOTE 74	NOTE 73	NOTE 72	NOTE 71	NOTE 70	NOTE 69	NOTE 68	NOTE 67	NOTE 66	NOTE 65	NOTE 64	NOTE 63	NOTE 62	NOTE 61	NOTE 60	SCHEDULE	
) Table of mm 90 100 110 120 130 140	8 WHICH REPLACES SHEETS 31-52 1 ADDITIONAL SHEET.		PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RIG.25 (Å) AND RIG.73 (Ĝ)	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RIG.33 (Å) AND RL6.84 (B)	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.88 (B) AND RL6.91 (C)	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.58	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RIG.53 ( $\textcircled{M}$ AND RL7.07 ( $\textcircled{C}$ )	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.25	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.45	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.5 (A) AND RL7.0 (B)	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.41	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.35 AND RL8.65	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.4 AND RL7.35	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL3.75	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.84 (3) AND RL7.35 (8)	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RIG.75 (A) AND RL7 24 (B)	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.05	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.9	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.6	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.4	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.2	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.05	OULE OF BOUNDARY LIMITS	
	Surveyor's Ref: 6372	Surveyor: MICHAEL TRIFIRO Date of Survey: 20/01/2017					NOTE 96	NOTE 95	NOTE 94	NOTE 93	<u>NOTE 92</u>	NOTE 91	NOTE 90	NOTE 89	NOTE 88	NOTE 87	NOTE 86	NOTE 85	NOTE 84	NOTE 83	NOTE 82	NOTE 81	NOTE 80	
		PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778					PART LOT 34 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND UNLIMITED IN HEIGHT	PART LOT 33 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.35	PART LOT 33 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.05	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.33 AND RL7.77	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.0	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.69 <sup>(1)</sup> AND RL6.88 <sup>(1)</sup>	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.63 <sup>(1)</sup> AND RL6.87 <sup>(1)</sup>	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.67 (A AND RL7.17 (B)	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL8.35 AND RL9.0	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.8 AND RL8.35	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RIJ. 33 AND RIJ. 8	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.0	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.73 ( $\textcircled{O}$ AND RL6.91 ( $\textcircled{O}$	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMITED THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.5 $\textcircled{0}$ AND RL6.73 $\textcircled{0}$	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT DELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.6	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.44 $\textcircled{B}$ AND RL6.67 $\textcircled{B}$	PART LOT 32 IS LIMITED IN DEPTH TO THE UPPER STRATUM OR LOT LIMIT OF THE PART LOT BELOW AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RLZ.75	(SHEET 27 OF 58 SHEETS)
	Subdivision No: SC/33/2017 Lengths are in metres. Reduction Ratio N/A	L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT																						
	24.3.2017	e	-																					
	ADDITIONAL SHEET 107	DP 270778																						



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214°32'5

124°32'50<u>"</u> 0.585

2.6

34°32'50 0,07 1.62 (1.56)

54-52-35 12.03

11.335

124°32'50

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11

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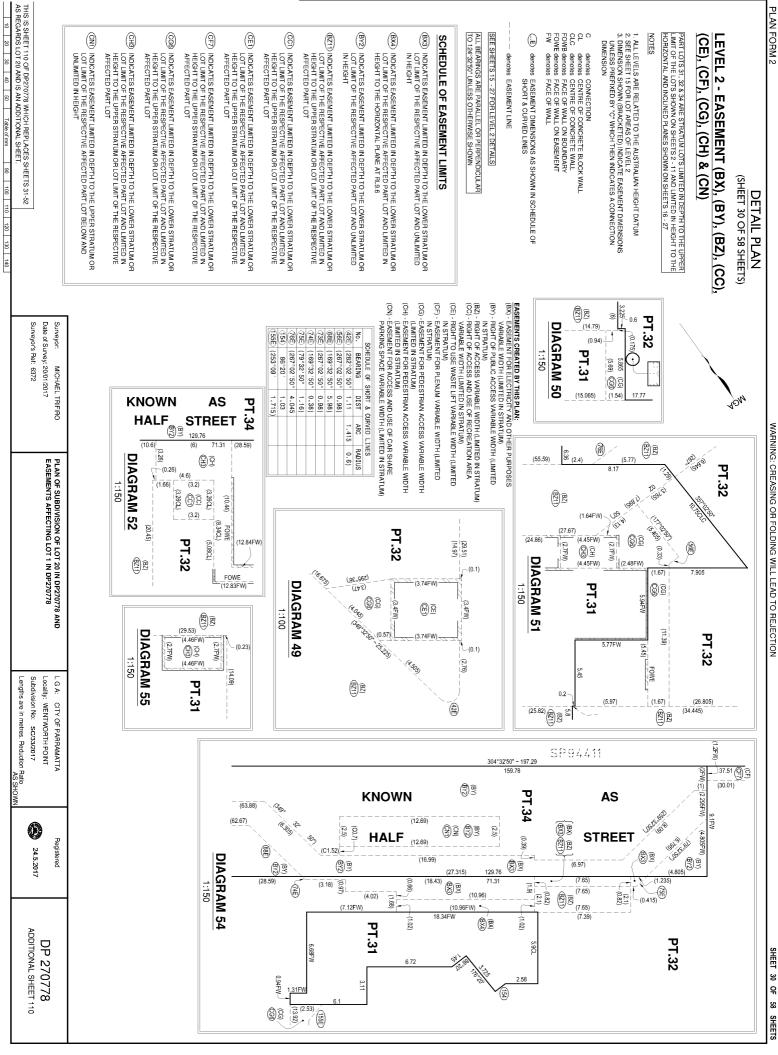
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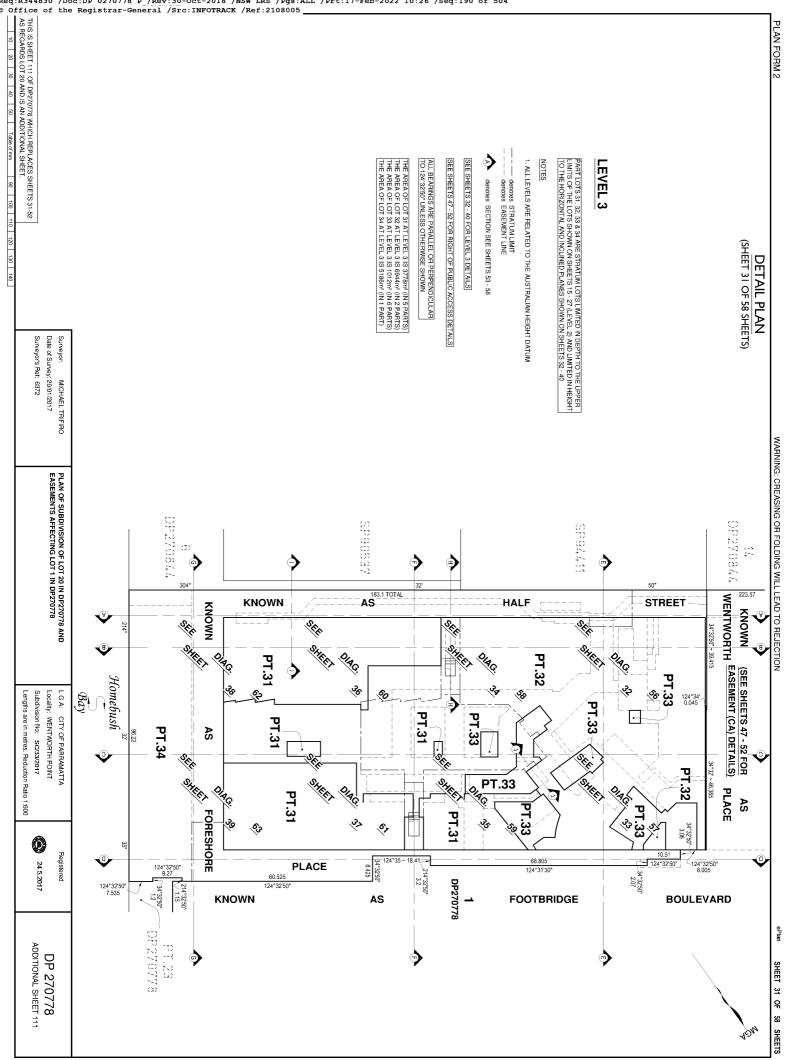
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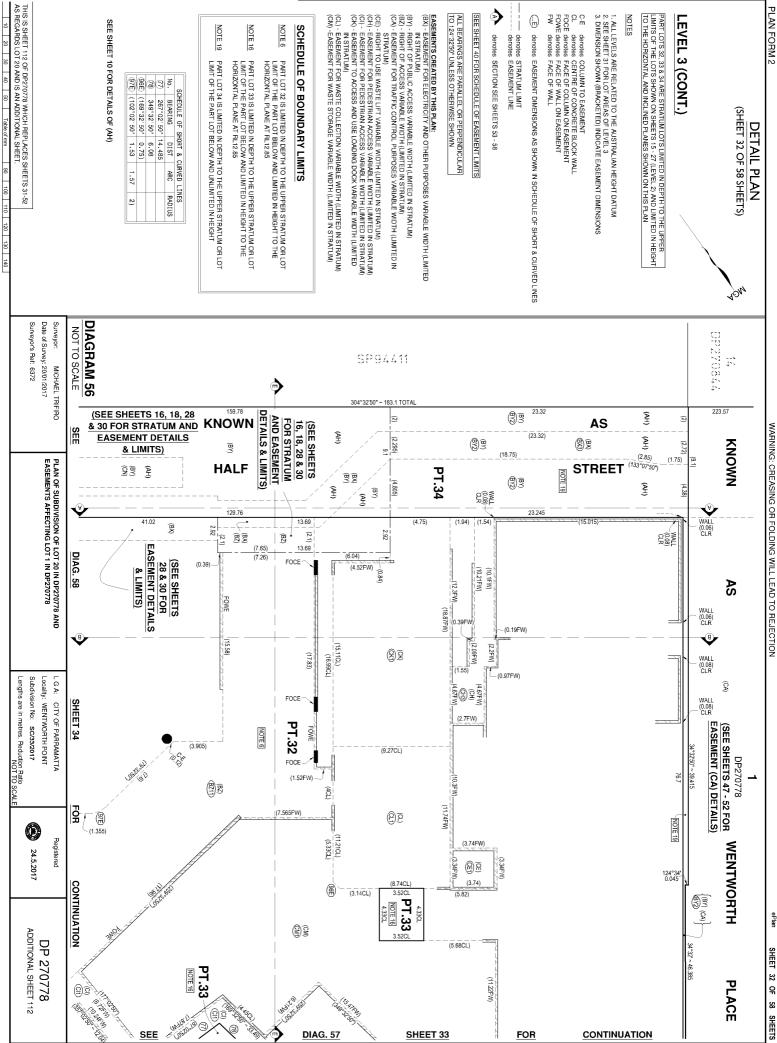
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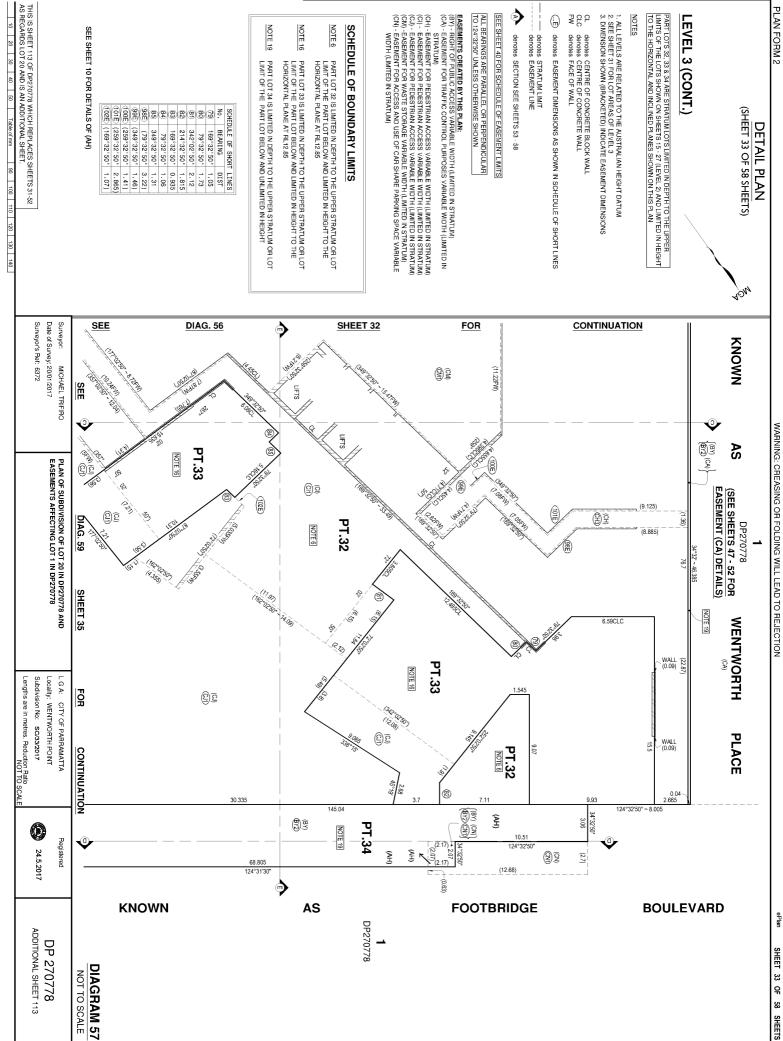




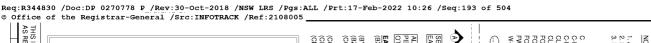
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:191 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

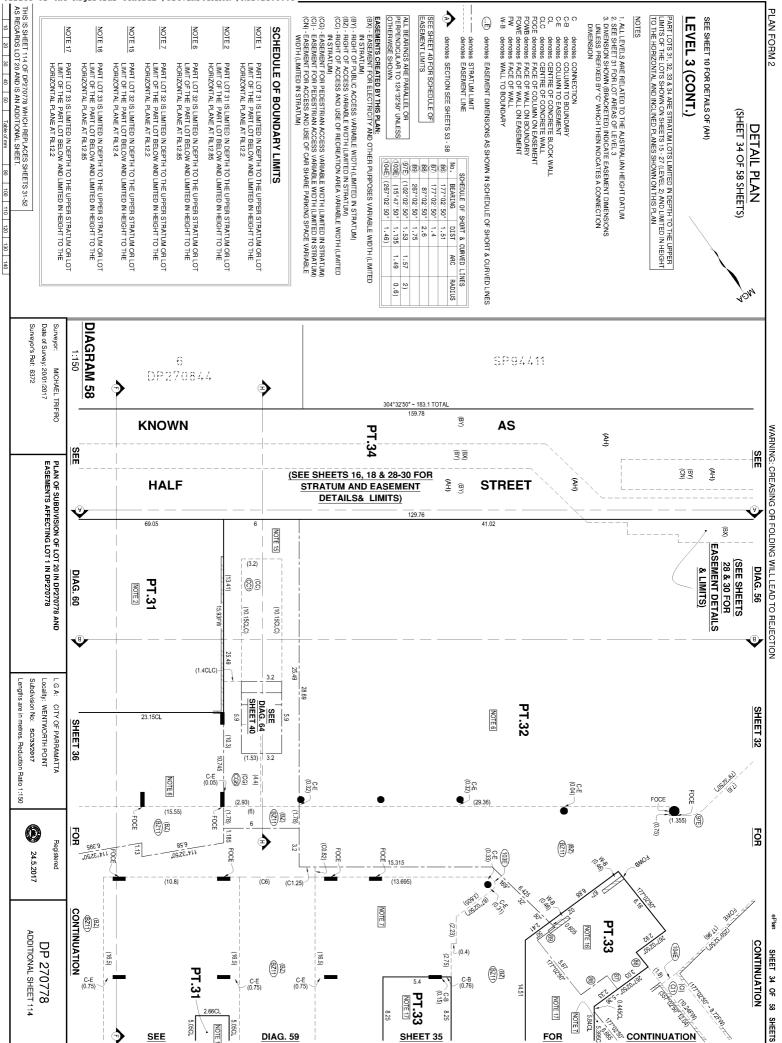
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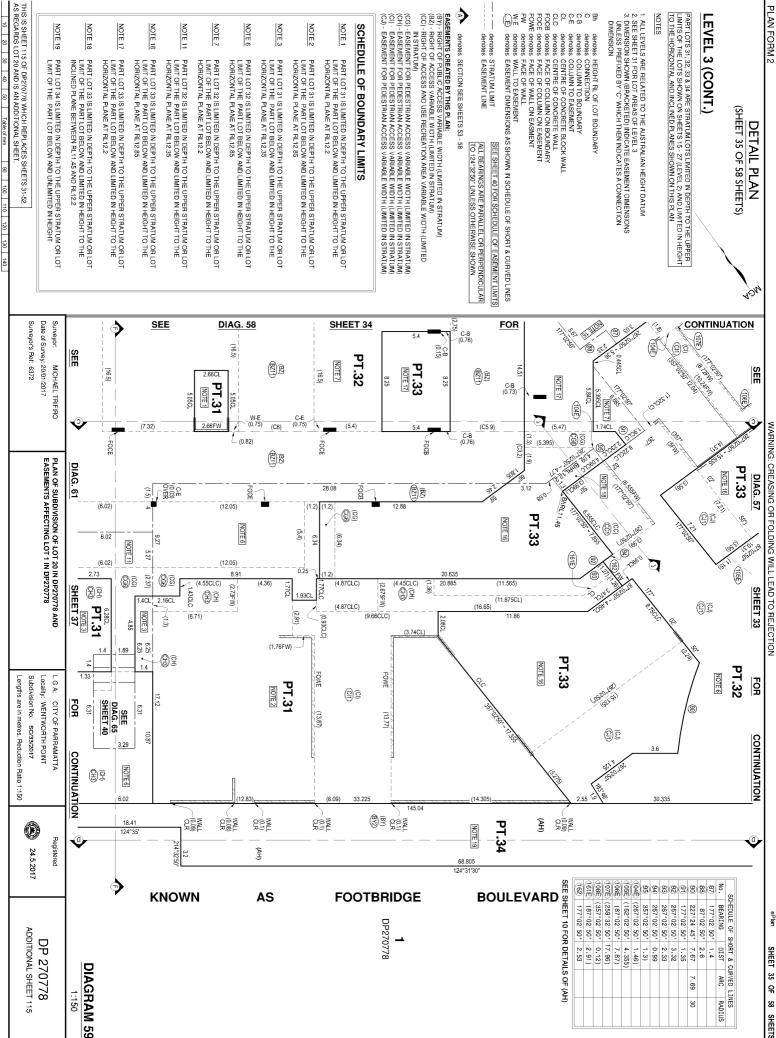
SHEET 32 OF 58 SHEETS



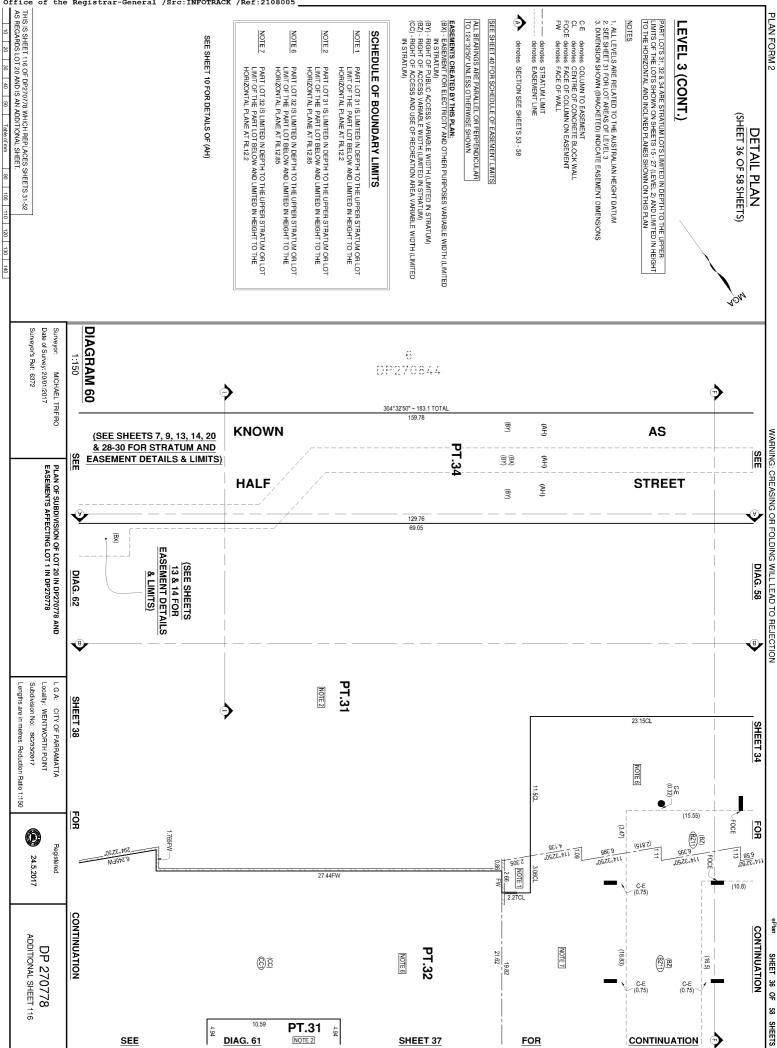
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:192 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005



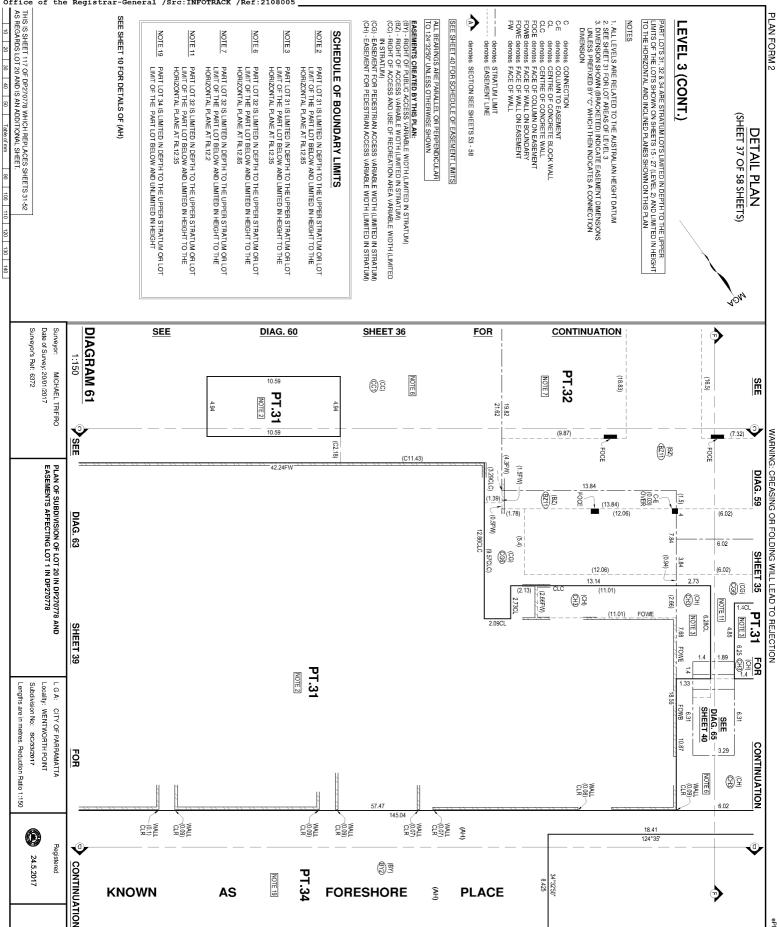




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57.33

AS

DP270778 \_ FOOTBRIDGE

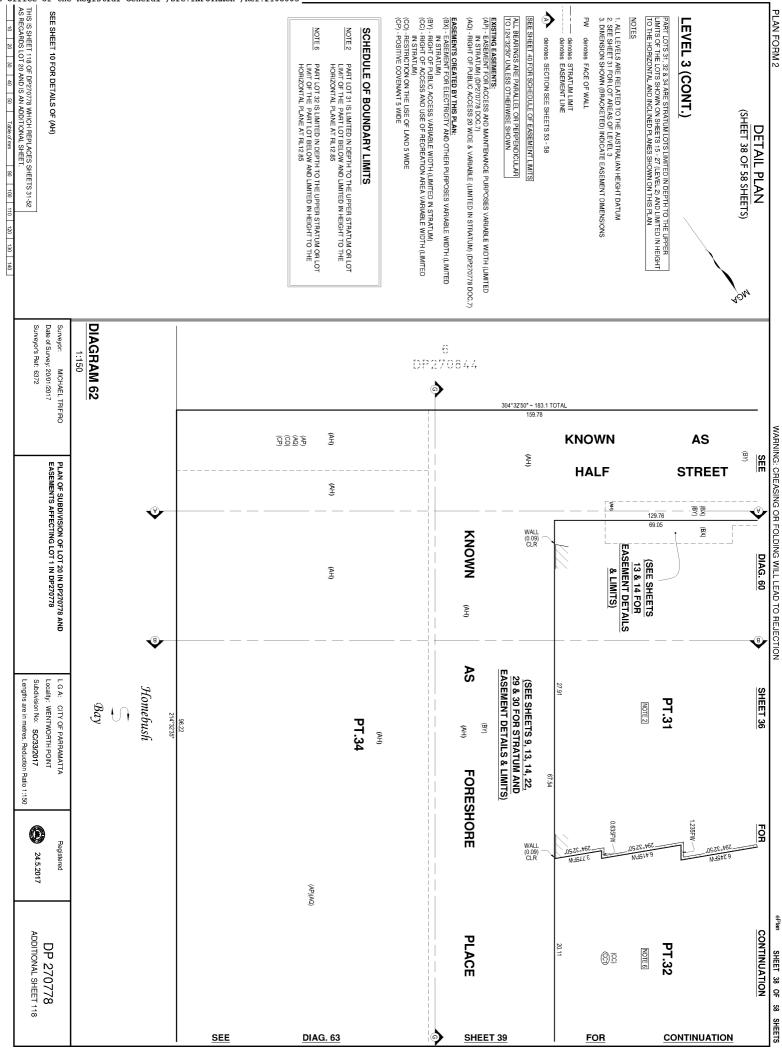
KNOWN

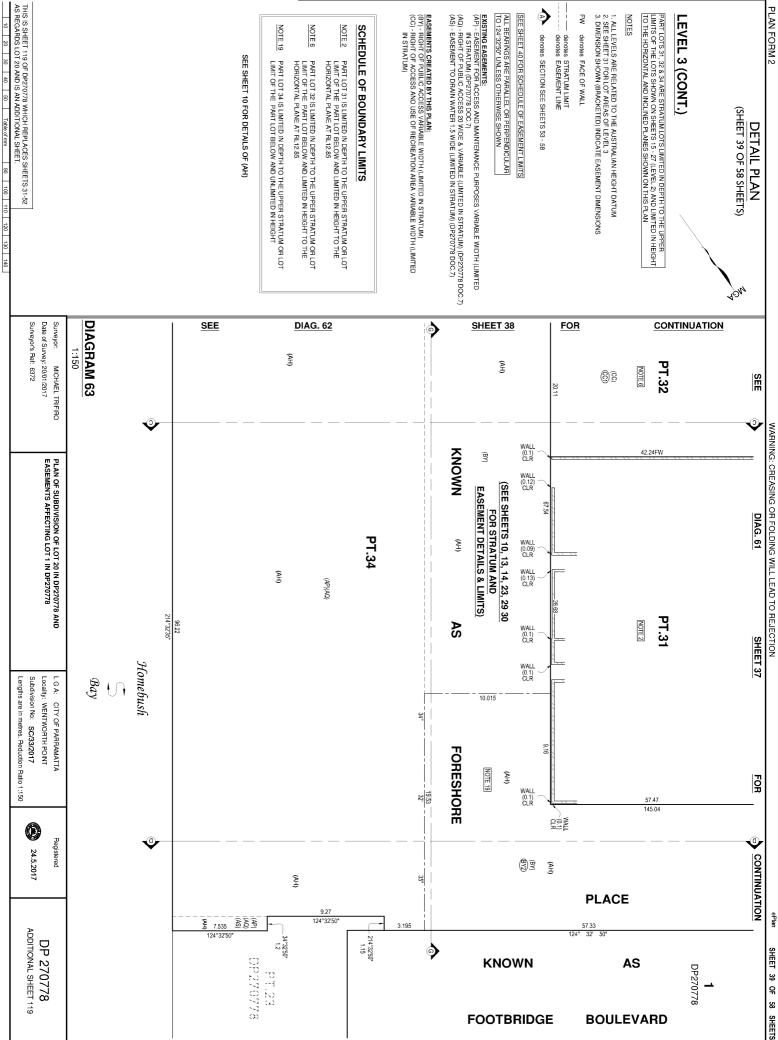
ADDITIONAL SHEET 117 DP 270778

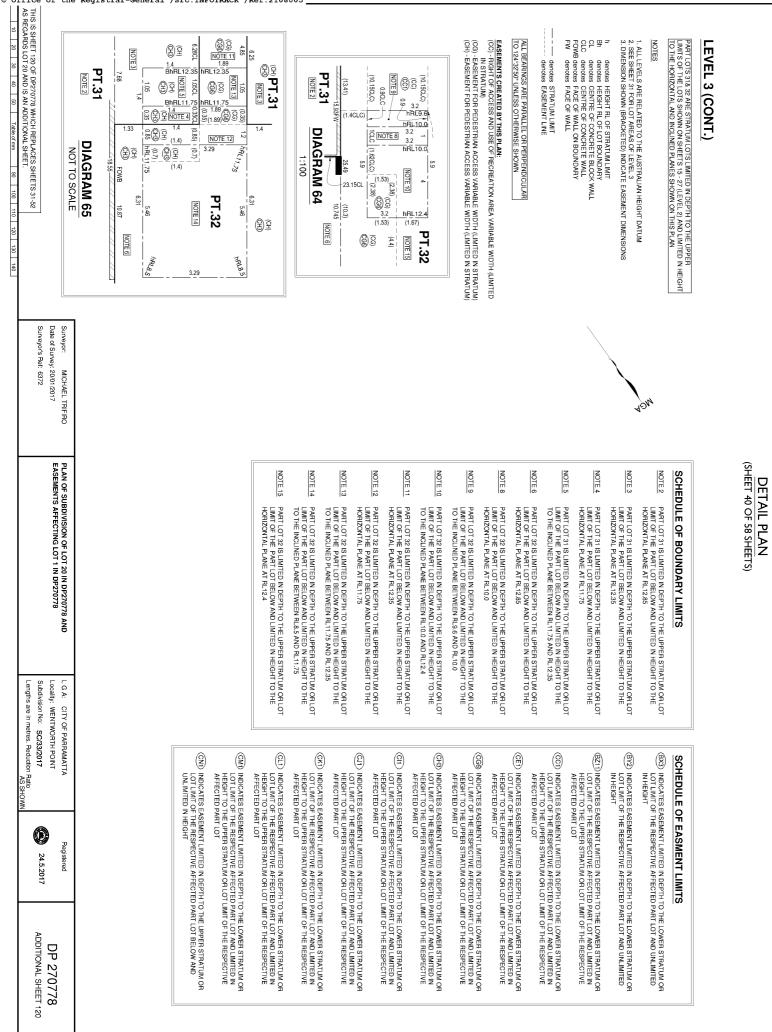
BOULEVARD

ePlan

SHEET 37 OF 58 SHEETS

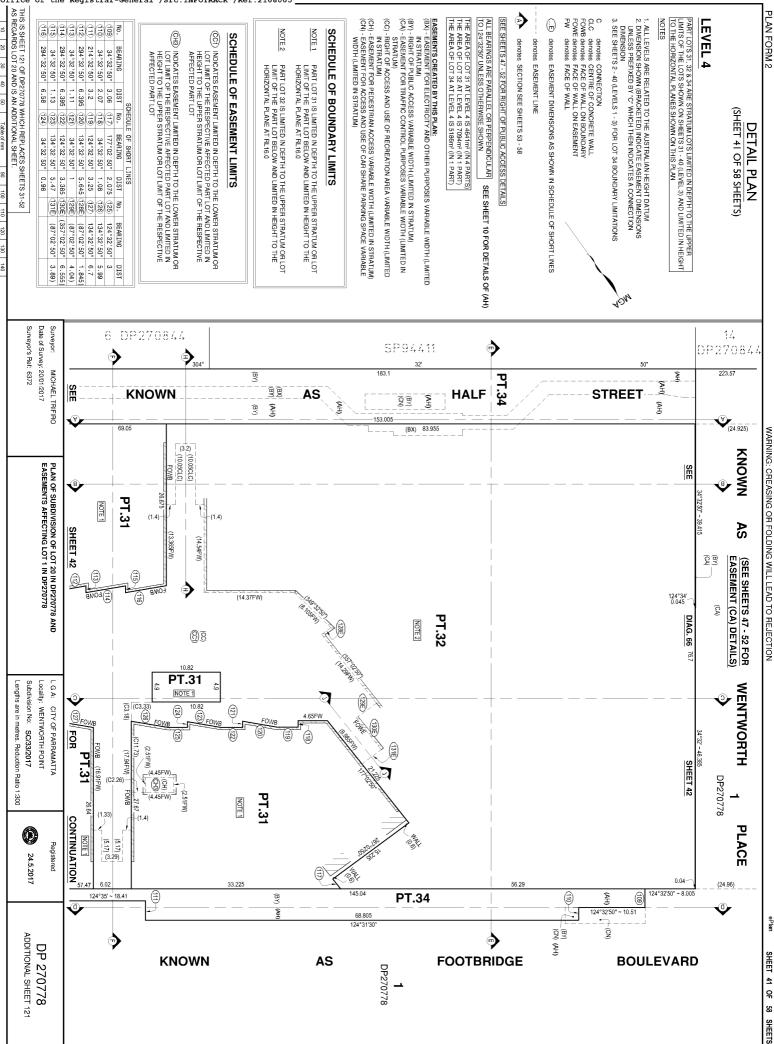






ePlan SHEET 40 OF 58 SHEETS

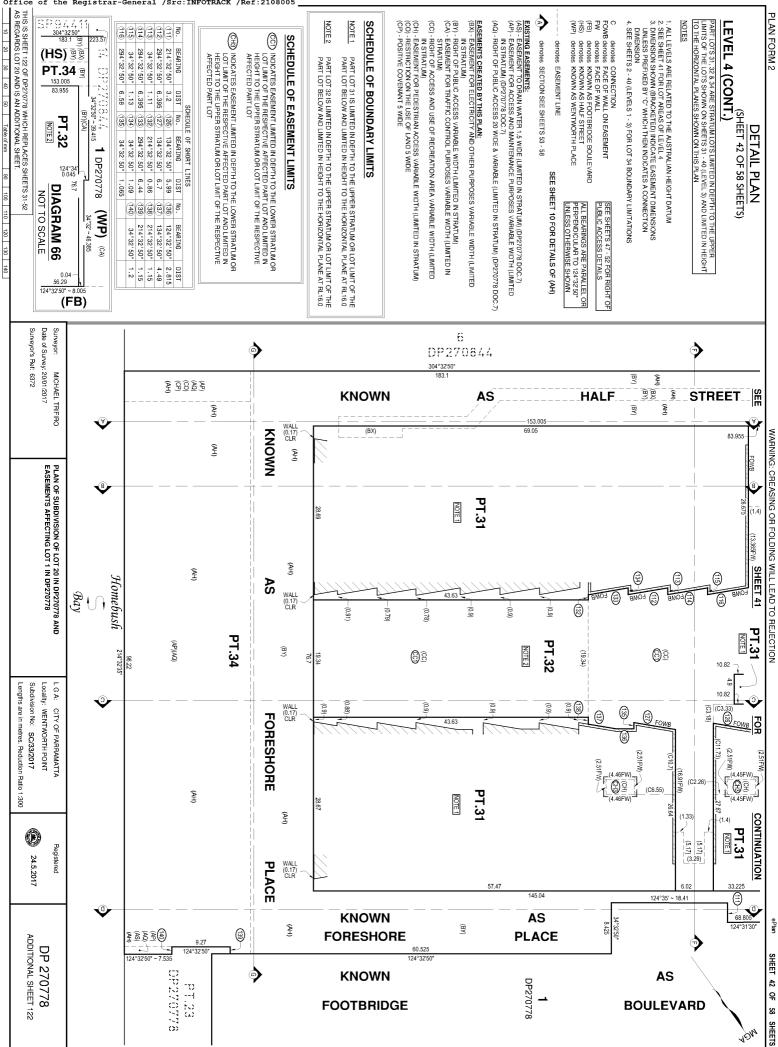
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

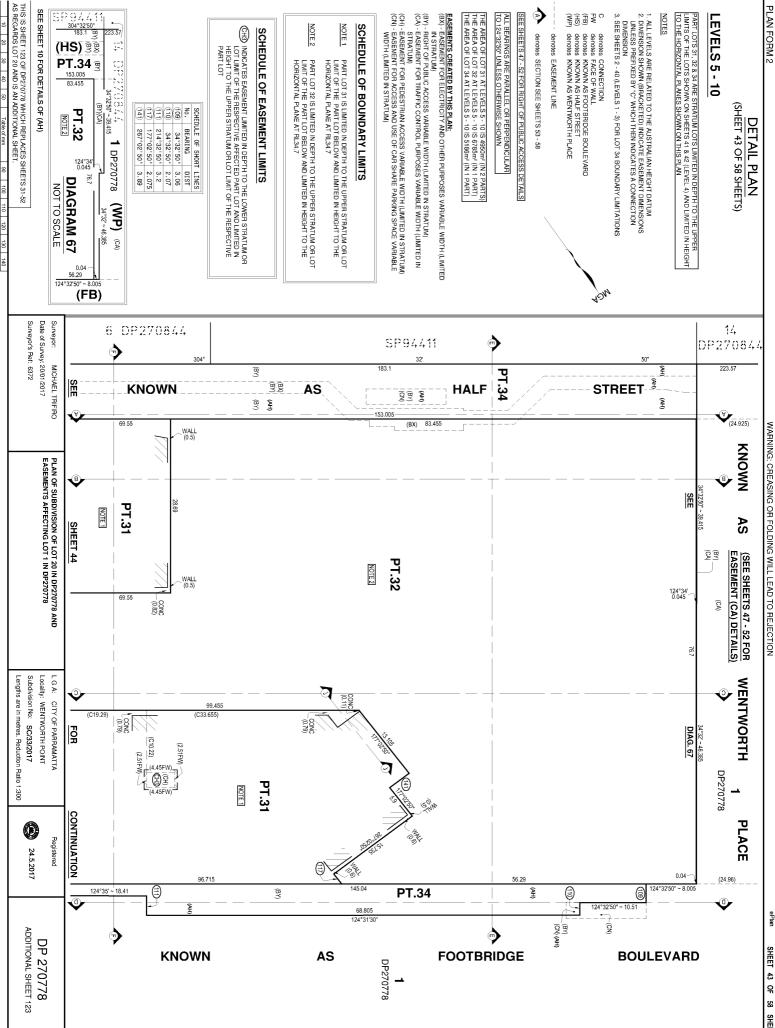


Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:200 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

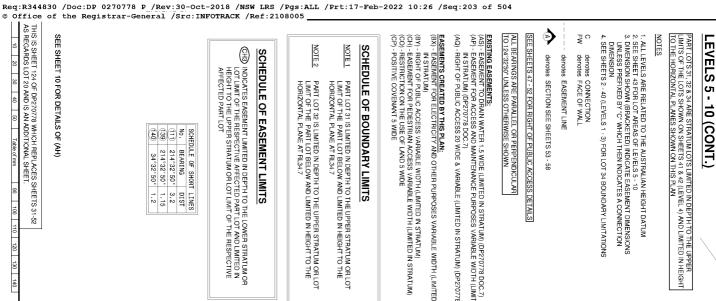
PLAN FORM 2

ePlan

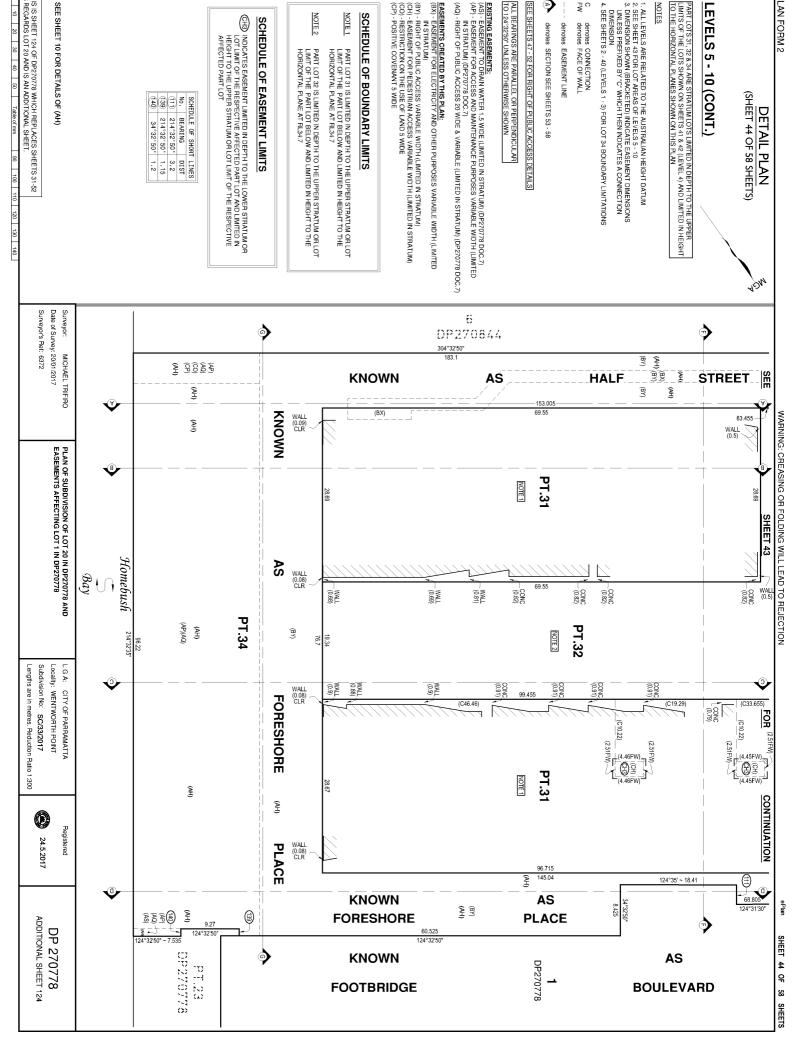




ePlan SHEET 43 OF 58 SHEETS



(SHEET 44 OF 58 SHEETS) DETAIL PLAN



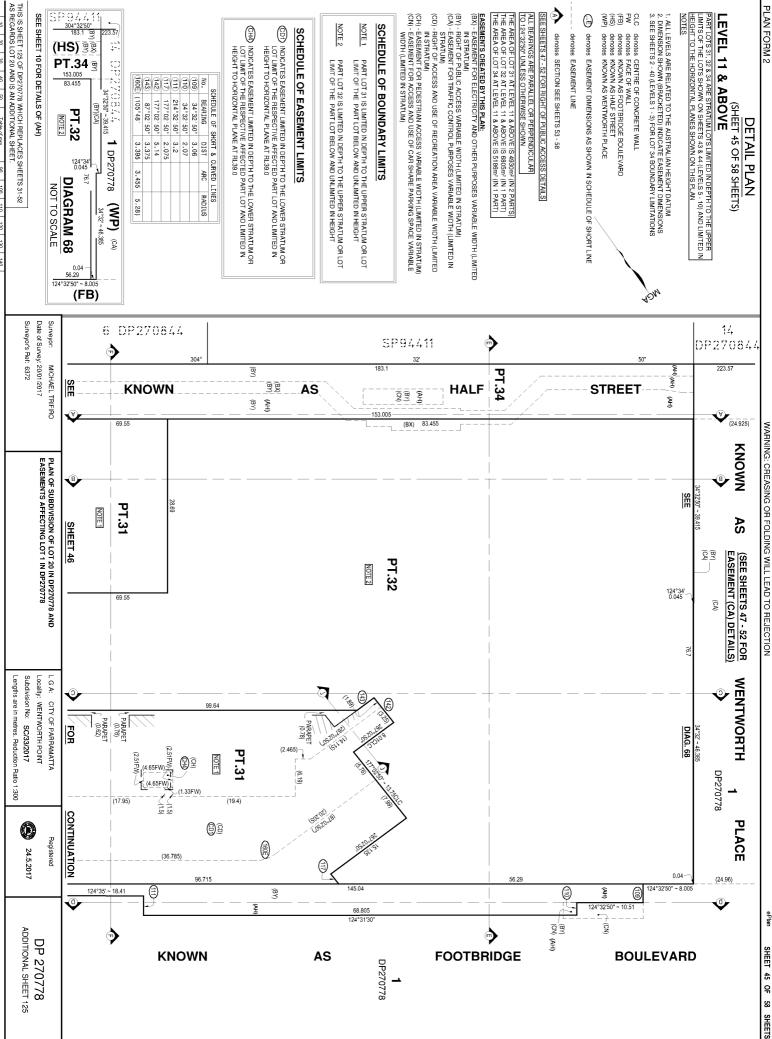
 SCHEDULE OF SHORT LINES

 No.
 BEARING
 DIST

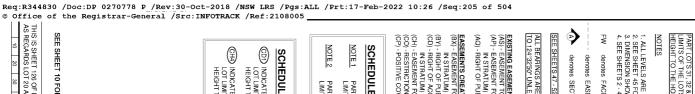
 (11)
 214°32′50°
 3.2

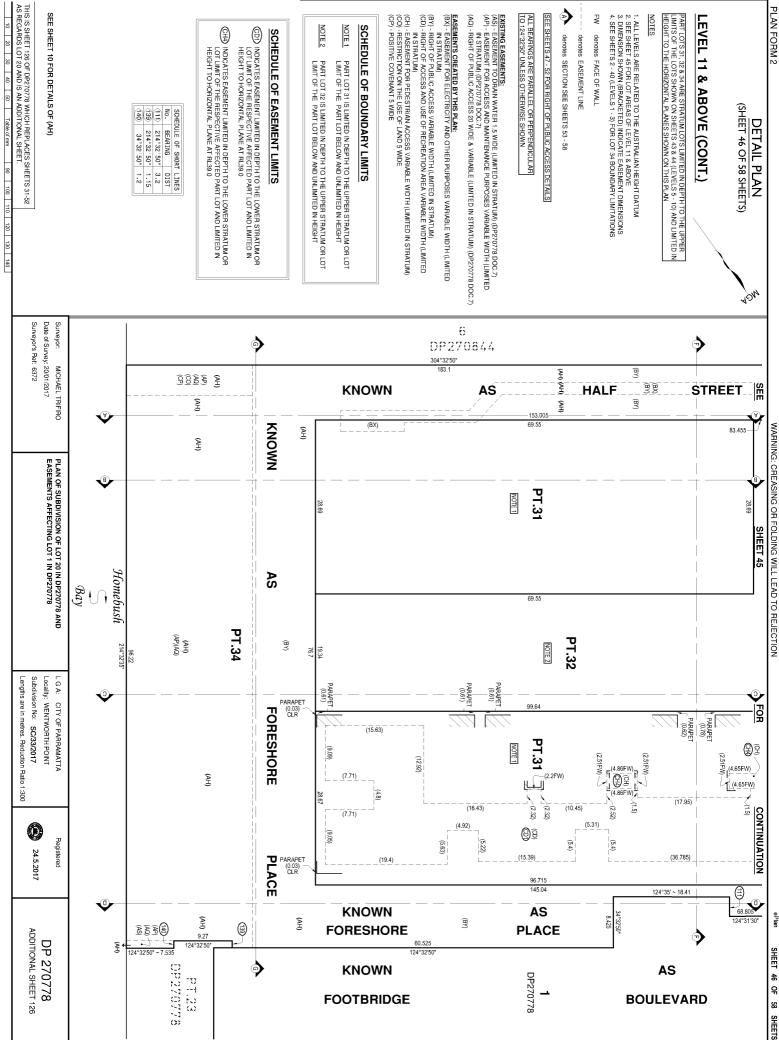
 (139)
 214°32′50°
 1.15

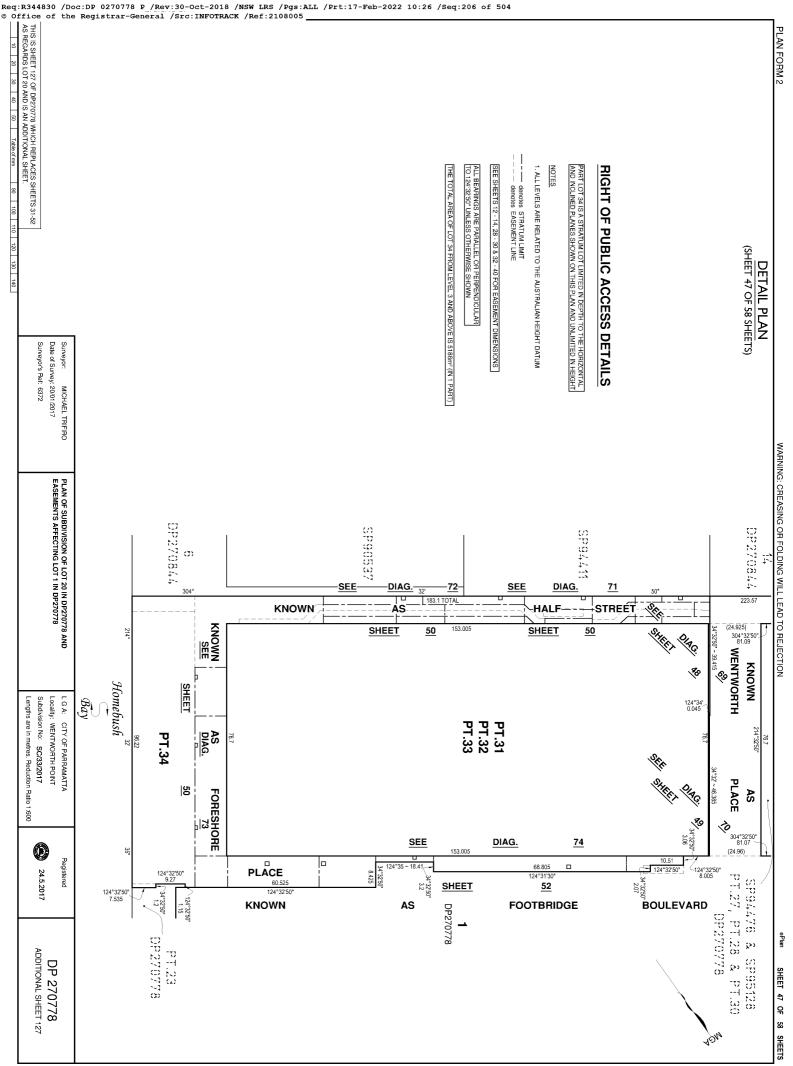
 (40)
 34°32′50°
 1.2

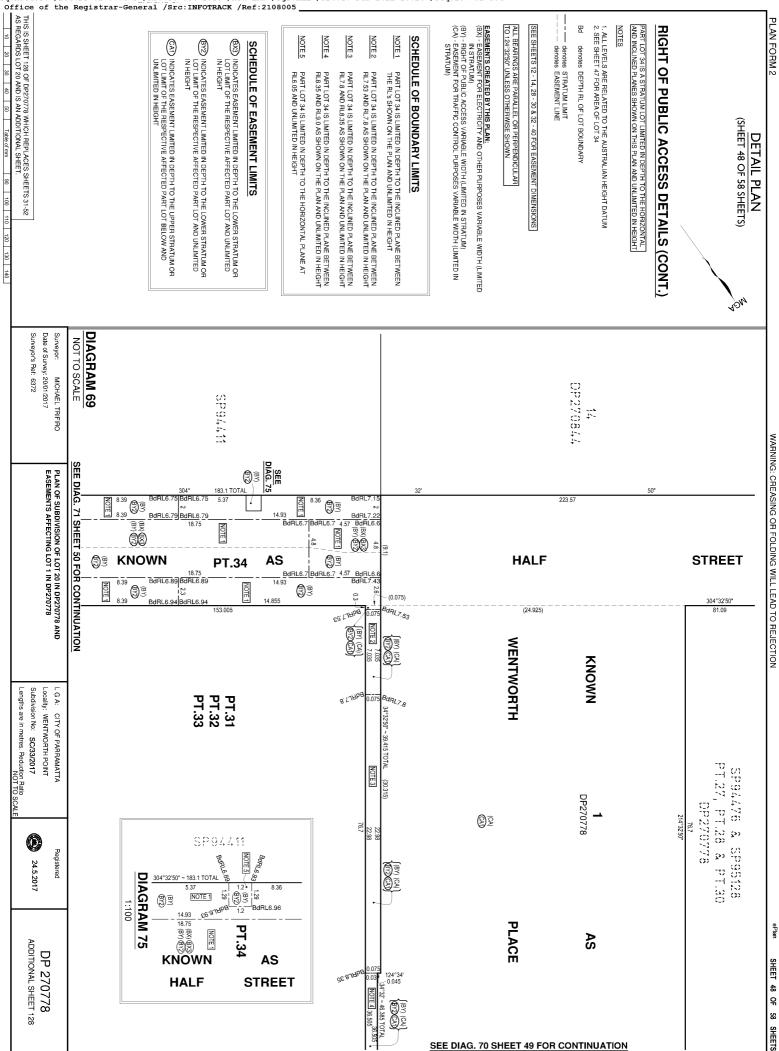


ePlan

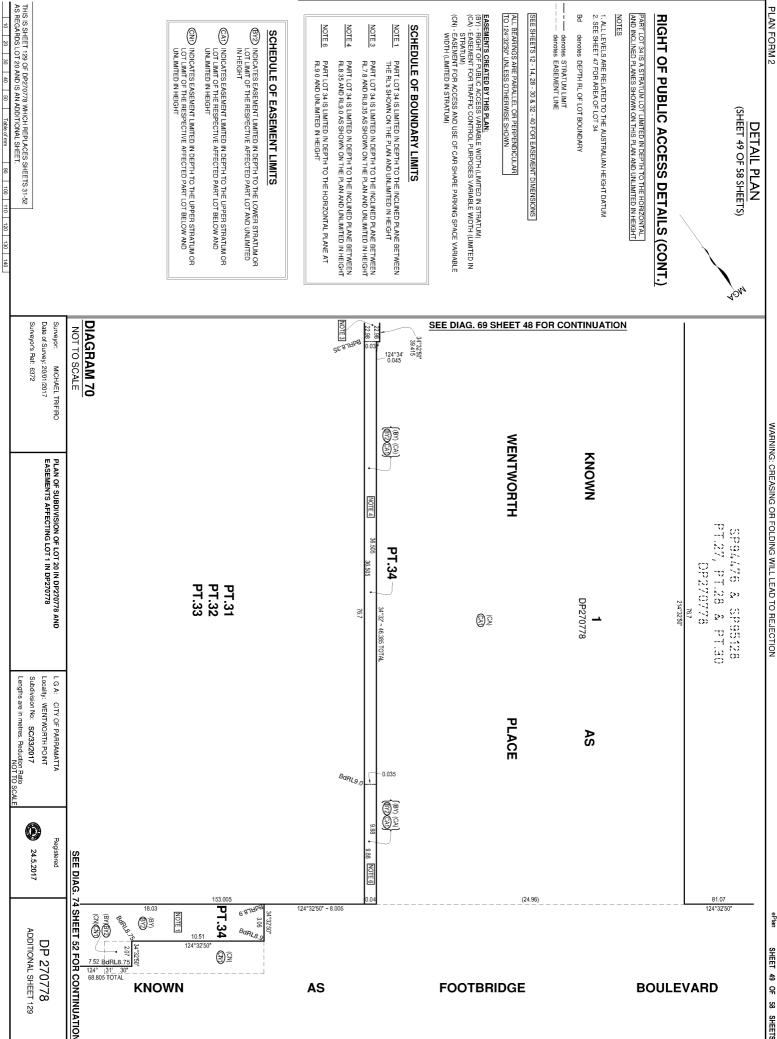




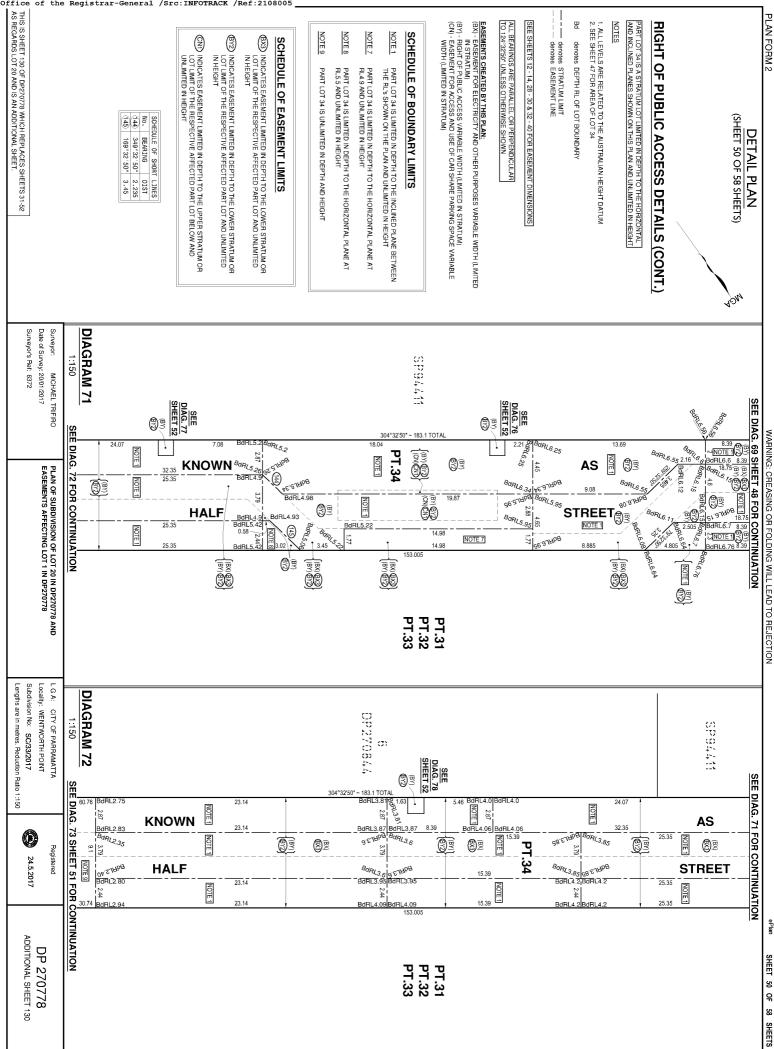




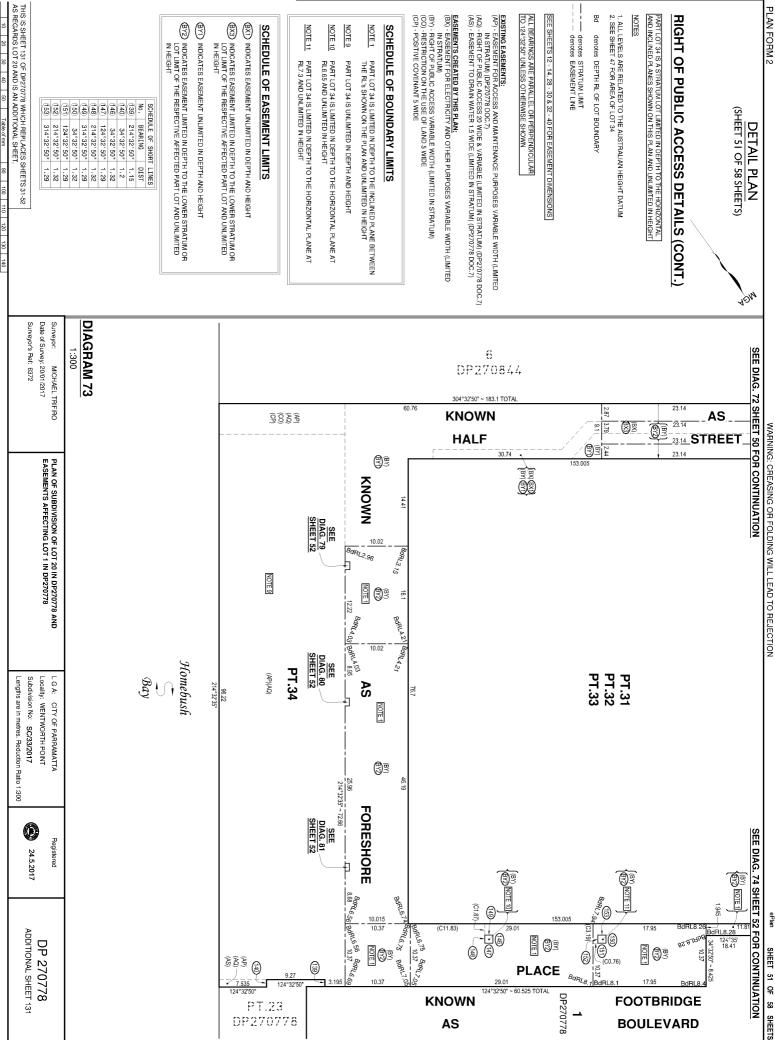
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:207 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

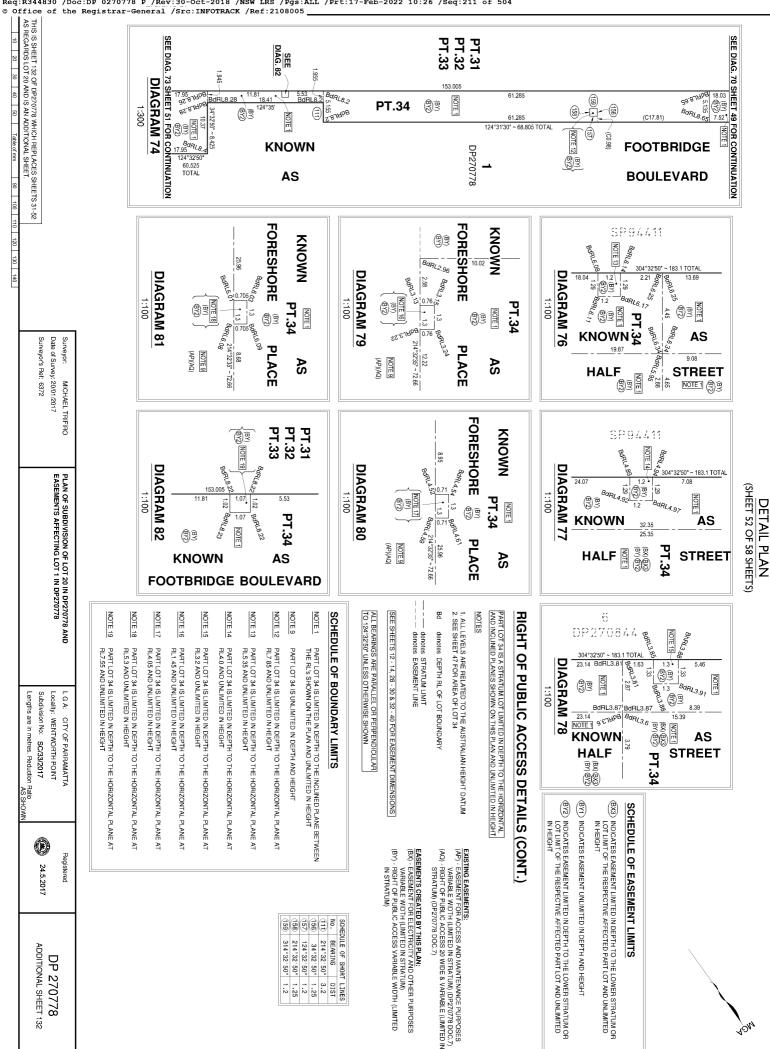


ePlan SHEET 49 OF 58 SHEETS



Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:209 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

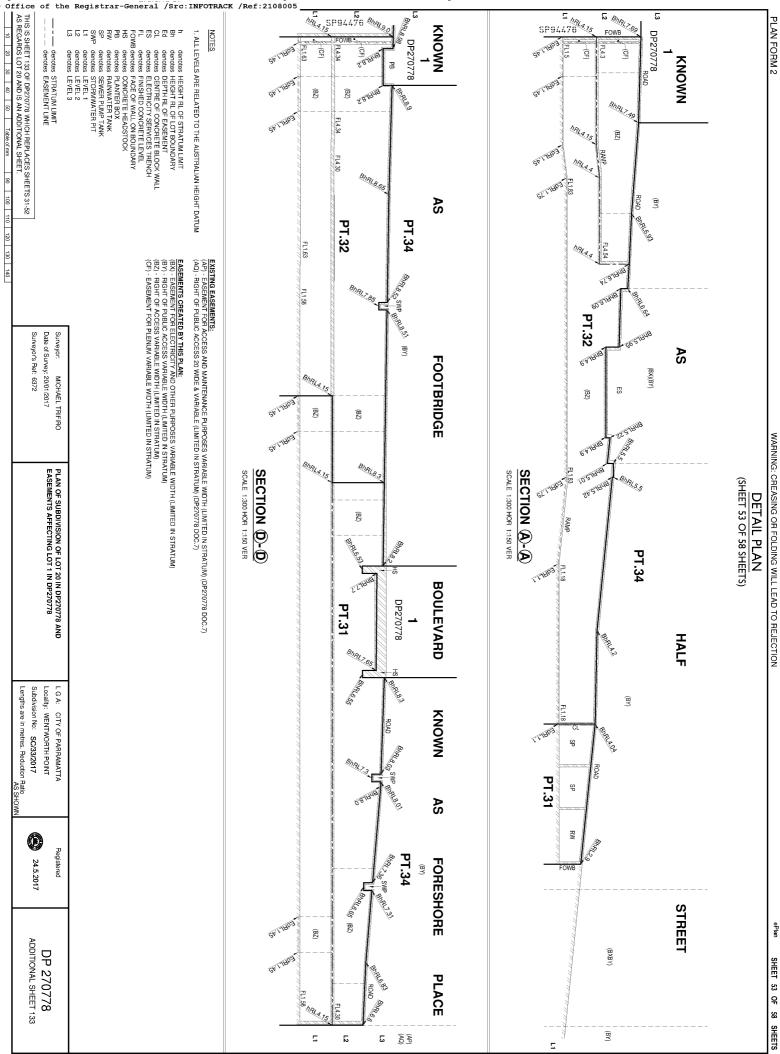




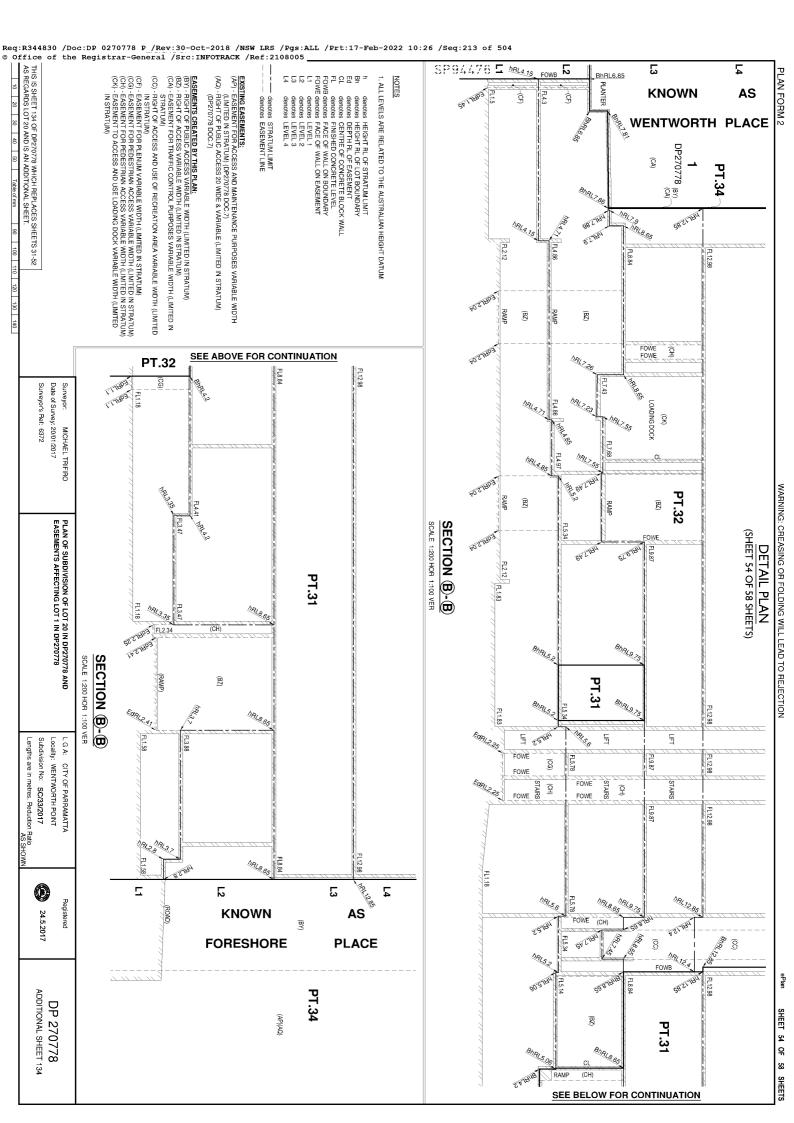
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

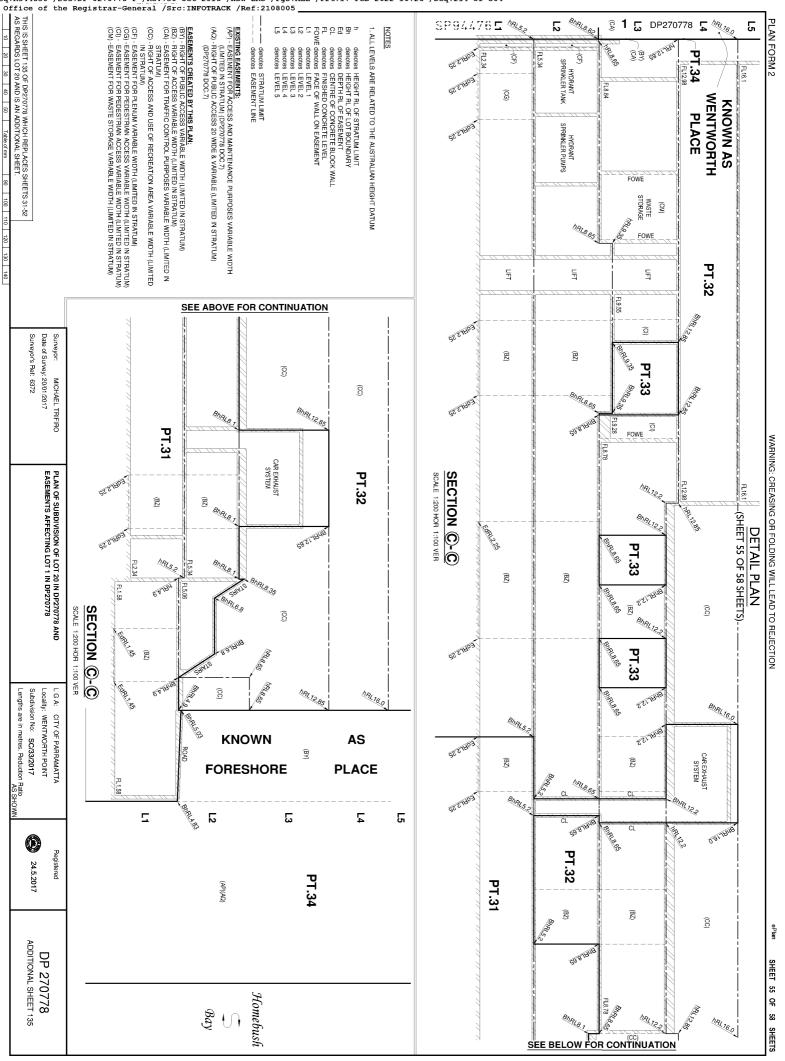
PLAN FORM 2

ePlan SHEET 52 OF 58 SHEETS

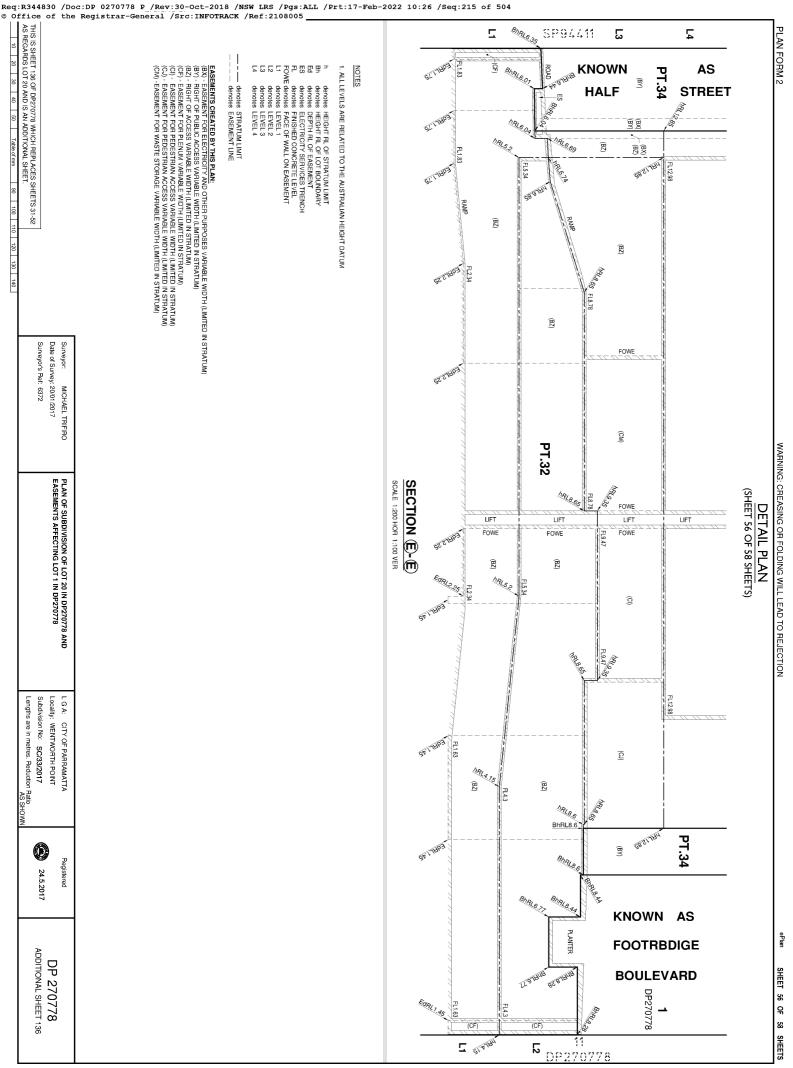


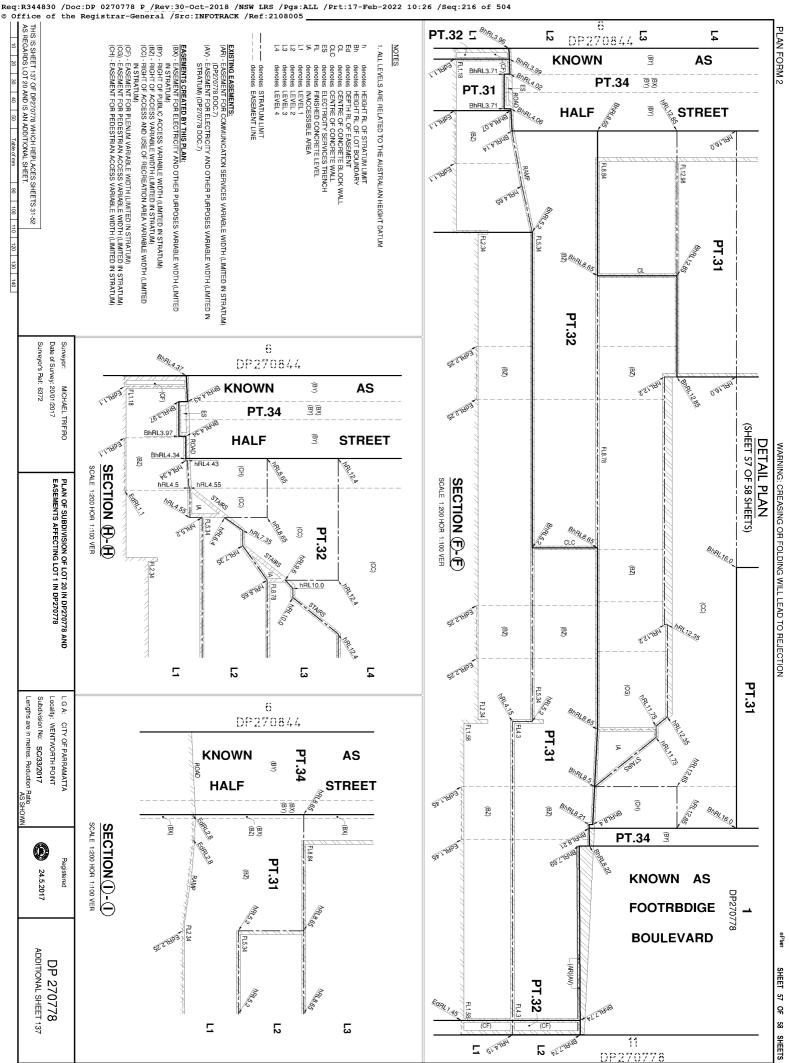
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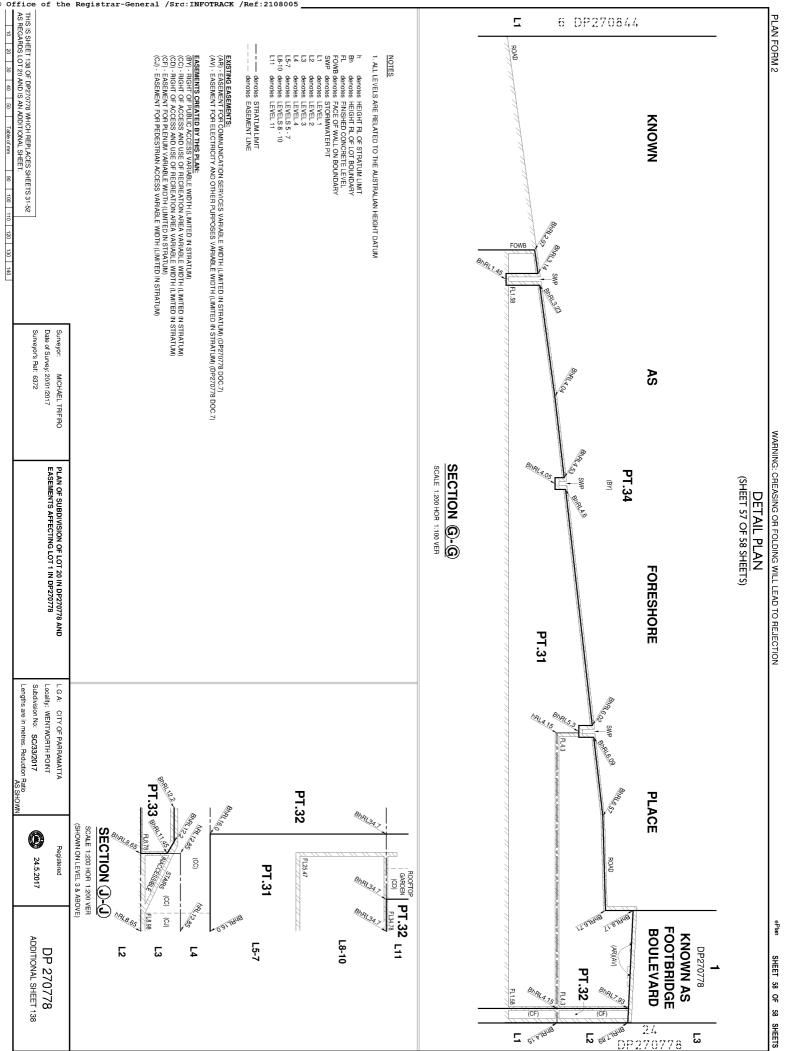


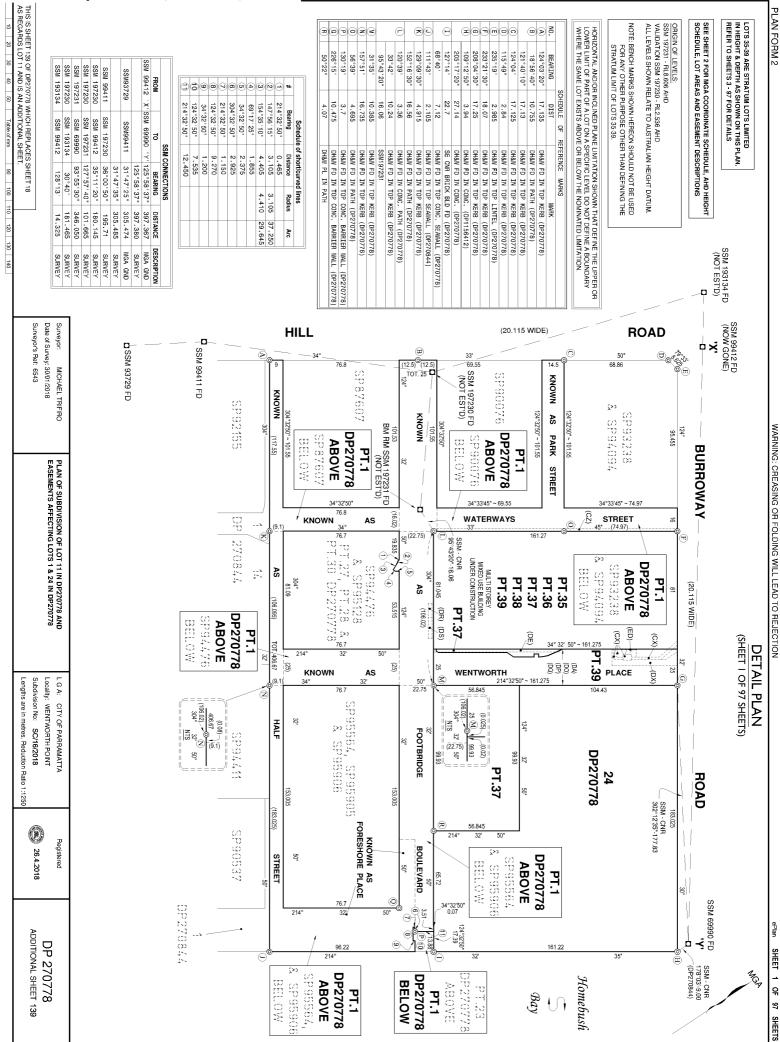


Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:214 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005









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(SHEET 2 OF 97 SHEETS) DETAIL PLAN

> ePlan SHEET 2 OF 97 SHEETS

PLAN FORM 2

EASEMENTS AFFECTING THE WHOLE OF LOTS 35-39 CREATED BY THIS PLAN: - EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

- EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT) - EASEMENT FOR CRANE JIB SWING (WHOLE OF LOT) EASEMENT FOR NOISE, VIBRATION AND DUST (WHOLE OF LOT) EASEMENT FOR SERVICES (WHOLE OF LOT)

EASEMENTS AFFECTING THE WHOLE OF LOTS 35-38 CREATED BY THIS PLAN: EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) EASEMENT TO ACCESS PLENUM (WHOLE OF LOT) EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) EASEMENT FOR SERVICES (WHOLE OF LOT)

EASEMENTS AFFECTING THE WHOLE OF LOTS 35 AND 36 CREATED BY THIS PLAN: - EASEMENT FOR ACCESS TO ROOF (WHOLE OF LOT)

EASEMENTS AFFECTING THE WHOLE OF LOTS 35, 36 AND 38 CREATED BY THIS PLAN: - EASEMENT FOR MECHANICAL VENTILATION, SERVICES AND FUTURE SERVICES (WHOLE OF LOT)

EASEMENTS AFFECTING THE WHOLE OF LOTS 35-38 AND LOTS 24/270778 CREATED BY THIS PLAN: - EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)

EASEMENTS CREATED BY THIS PLAN SHOWN ON SHEET 1: (CX) - EASEMENT FOR ELECTRICITY AND OTHER PUIPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CZ) - EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 2 WIDE (LIMITED IN STRATUM) (DA) - RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DE) - EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM) (DC) - EASEMENT TO REMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM) (DC) - EASEMENT FOR TAFFIC CONTROL PUPPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DC) - EASEMENT FOR TAFFIC CONTROL PUPPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DC) - EASEMENT FOR ACCESS AND USE OF PET PARKING 2.5 WIDE (LIMITED IN STRATUM) (DC) - EASEMENT FOR ACCESS AND USE OF PET PARKING 2.5 WIDE (LIMITED IN STRATUM) (DS) - EASEMENT FOR ACCESS AND USE OF PET PARKING 2.5 WIDE (LIMITED IN STRATUM) (DS) - EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DC) - EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DC) - EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DC) - EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DC) - EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DC) - EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DC) - EASEMENT FOR SIGNAGE 0.5 WIDE (LIMITED IN STRATUM)

SSM 69990 SSM 93729 SSM 99411 SSM 99412 SSM 193134 MSS SSM 197230 197231 193134 MARK DATE OF SCIMS COORDINATES: 30-01-2018 
 322
 456.695
 6
 255
 55.083

 321
 755.313
 6
 255
 223.987

 321
 916.238
 6
 255
 823.943

 321
 135.130
 6
 255
 788.517

 322
 135.130
 6
 255
 787.37

 322
 13.87
 6
 255
 797.37

 322
 031.32
 6
 6255
 797.37

 322
 031.32
 6
 6255
 641.28
 322 111.475 6 255 578.755 SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 70 EAST MGA ZONE: 56 NORTH COORDINATE SCHEDULE CLASS <u>ссвв</u>в ORDER MGA DATUM: COMBINED SCALE FACTOR 0.999986 N/A N/A N/A N N NN : GDA94 SCIMS SCIMS SCIMS SCIMS TRAV TRAV TRAV FOUND (NOW ( FOUND FOUND FOUND FOUND FOUND GONE)

: AHD71	HEIGHT DATUM: AHD71	01-2018	LUES: 30-	DATE OF SCIMS VALUES: 30-01-2018	DATE	
FOUND	SCIMS ADOPTED	٢3	Б	8.606	SSM 197231	MSS
FOUND	SCIMS DATUM VALIDATION	53	5	2.536	SSM 197230	SSM
FOUND	SCIMS	5	5	1.989	SSM 193134	MSS
FOUND (NOW GONE)	SCIMS	4		1.78	SSM 99412	MSS
FOUND	SCIMS	٢3	Б	2.094	SSM 99411	SSM
FOUND	SCIMS	5	5	2.169	SSM 93729	SSM
FOUND	SCIMS	٢3	5	1.653	06669 WSS	MSS
STATE	METHOD	ORDER	CLASS	AHD VALUE	MARK	
	SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 71	NFORMATIO	& SPATIAL I	SURVEYING		
	HEDULE	HEIGHT SCHEDULE				

SURV	EYING & SPATIAL II	SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 69	DN 2017: CLAUSE 69
FROM	10	HEIGHT DIFFERENCE	METHOD
SSM 93729	SSM 99411	-0.075	TRIG HEIGHTING
SSM 99411	SSM 197230	+0.442	TRIG HEIGHTING
SSM 197230	SSM 193134	-0.542	TRIG HEIGHTING
SSM 193134	SSM 99412	-0.214	TRIG HEIGHTING
SSM 99412	06669 WSS	-0.122	TRIG HEIGHTING
06669 WSS	SSM 93729	+0.511	TRIG HEIGHTING
SSM 93729	SSM 197231	+6.948	TRIG HEIGHTING
SSM 197231	SSM 197230	-6.070	TRIG HEIGHTING

		TOTAL	39	38	37	36	35	LOT NUMBE		
		2.2779ha	317m2	300m2	7708m2	9657m²	4797m2	LOT NUMBER BASEMENT & BELOW		-
		2.2779ha	1346m <sup>2</sup>	N/A	1.0565ha	4814m <sup>2</sup>	6054m²	LEVEL 1	-	
		2.2779ha	1346m <sup>2</sup>	1728m2	1.0597ha	3731m²	5377m2	LEVEL 2		
	THE AREAS	2.2779ha	3852m²	1478m2	1.6396ha	570m²	483m2	LEVEL 2 LEVEL 3	-	
	THE AREAS FOR THESE PART LOTS ARE SHOWN ABOVE FOR INFORMATION PURPOSES ONLY.	2.2779ha	4032m <sup>2</sup>	N/A	1.6071ha	2196m <sup>2</sup>	480m <sup>2</sup>	LEVEL 3 MEZZANINE	-	
	E PART LOT	2.2779ha	4032m <sup>2</sup>	N/A	1.6761ha	1834m <sup>2</sup>	152m²	LEVEL 4	-	
	'S ARE SHO	2.2779ha	4032m <sup>2</sup>	N/A	1.2615ha	5980m <sup>2</sup>	152m²	LEVEL 4 MEZZANINE	-	AREA
	MN ABOVE F	2.2779ha	4032m <sup>2</sup>	N/A	5752m <sup>2</sup>	6855m <sup>2</sup>	6140m2	LEVEL 4 MEZZANINE LEVEL 5	FLOOR LEVEL	AREA TABLE
	OR INFORM	2.2779ha	4032m <sup>2</sup>	N/A	5752m²	6777m2	6218m <sup>2</sup>	LEVEL 6		
	ATION PURP	2.2779ha	4032m <sup>2</sup>	N/A	5752m²	6768m²	6227m²	LEVEL 6 LEVEL 7 LEVEL 8	-	
	OSES ONLY	2.2779ha	4032m <sup>2</sup>	N/A	6922m²	5685m <sup>2</sup>	6140m2	LEVEL 8		
		2.2779ha	4032m <sup>2</sup>	N/A	8166m <sup>2</sup>	5645m <sup>2</sup>	4936m <sup>2</sup>	LEVELS 9 - 20	-	
		2.2779ha	4032m <sup>2</sup>	N/A	9736m²	4103m <sup>2</sup>	4908m2	LEVEL 21	-	
		2.2779ha	4032m <sup>2</sup>	N/A	1.0541ha	3298m²	4908m2	- 21 LEVELS L	-	
		2.2779ha	4032m <sup>2</sup>	N/A	1.0906ha	3298m²	4543m2	LEVEL 29 & ABOVE	-	
							LUI 30	LOT 35		
-				120211-	٠I.	2				
					PLAN VIEW.	SAME LOT T	NOT INCLUDE	NOTE: THE TOTAL		

THIS IS SHEET 140 OF DP270778 WHICH REPLACES SHEET 18 AS REGARDS LOT 11 AND IS AN ADDITIONAL SHEET.

5

120 130 140

Surveyor's Ref: 6543 Date of Survey: 30/01/2018

EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778

Locality: WENTWORTH POINT Subdivision No: SC/16/2018 Lengths are in metres. Reduction Ratio 1:1250

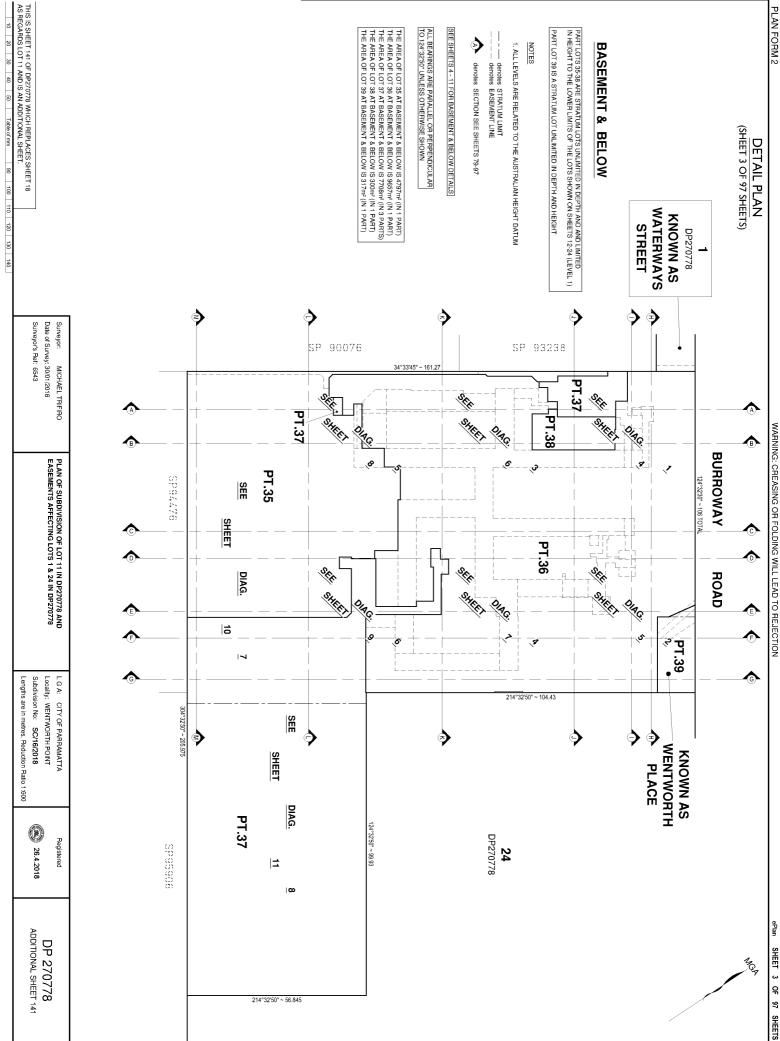
26.4.2018

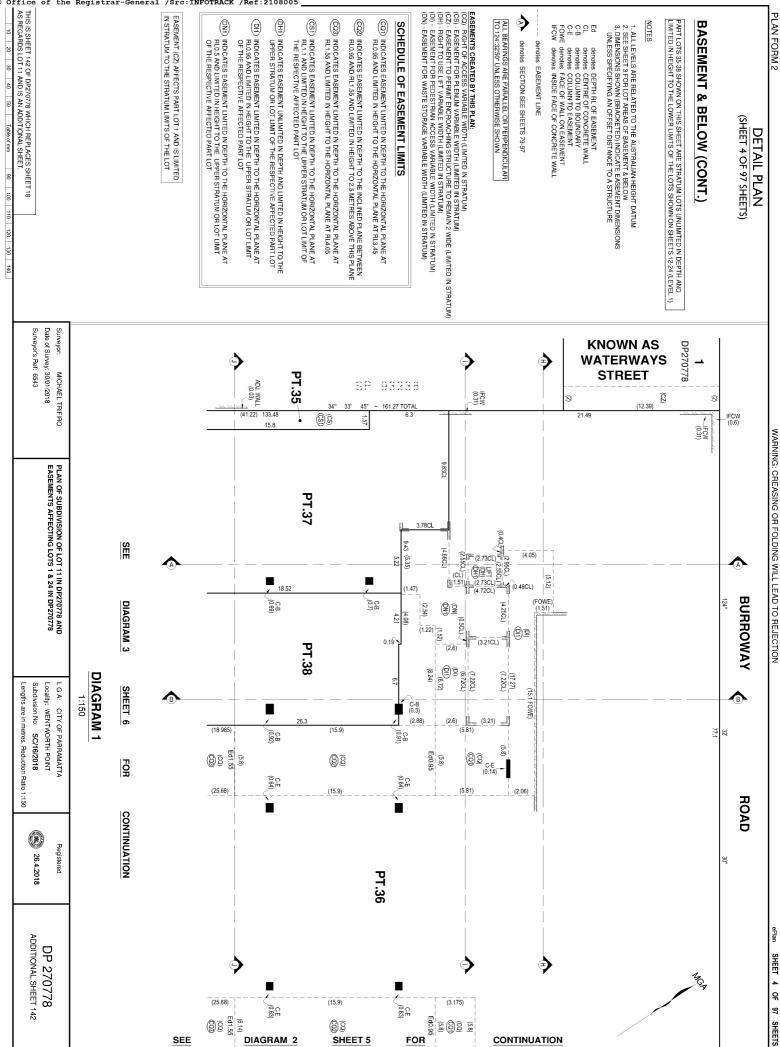
ADDITIONAL SHEET 140

DP 270778

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:219 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

THE

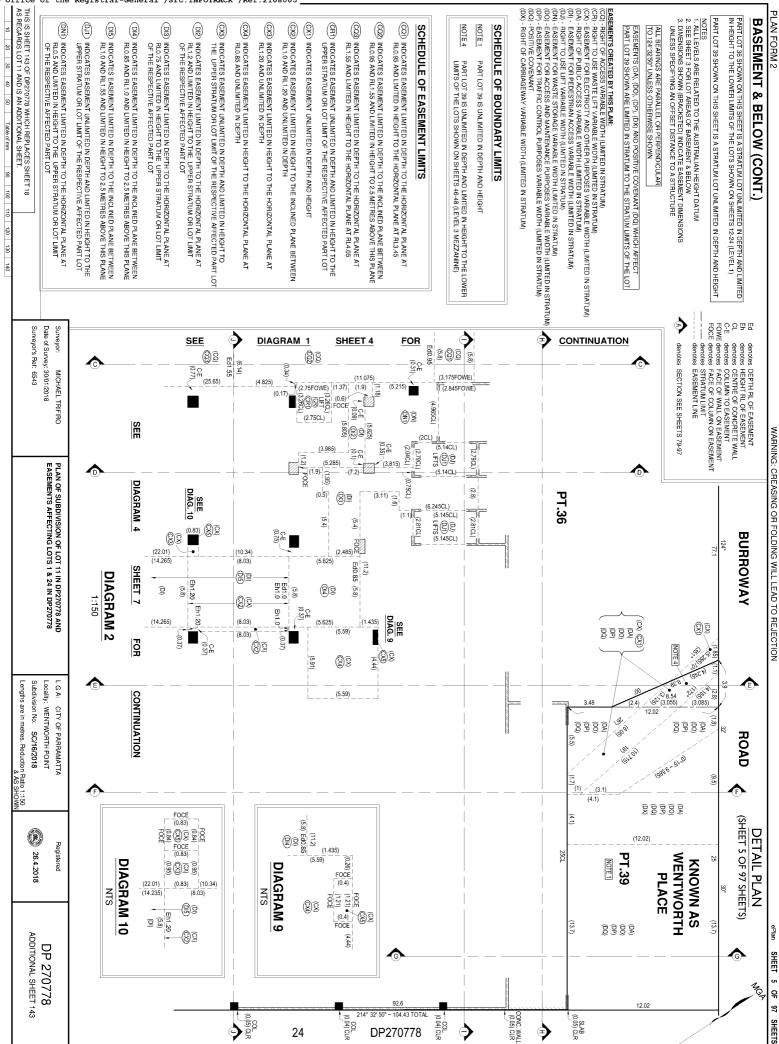


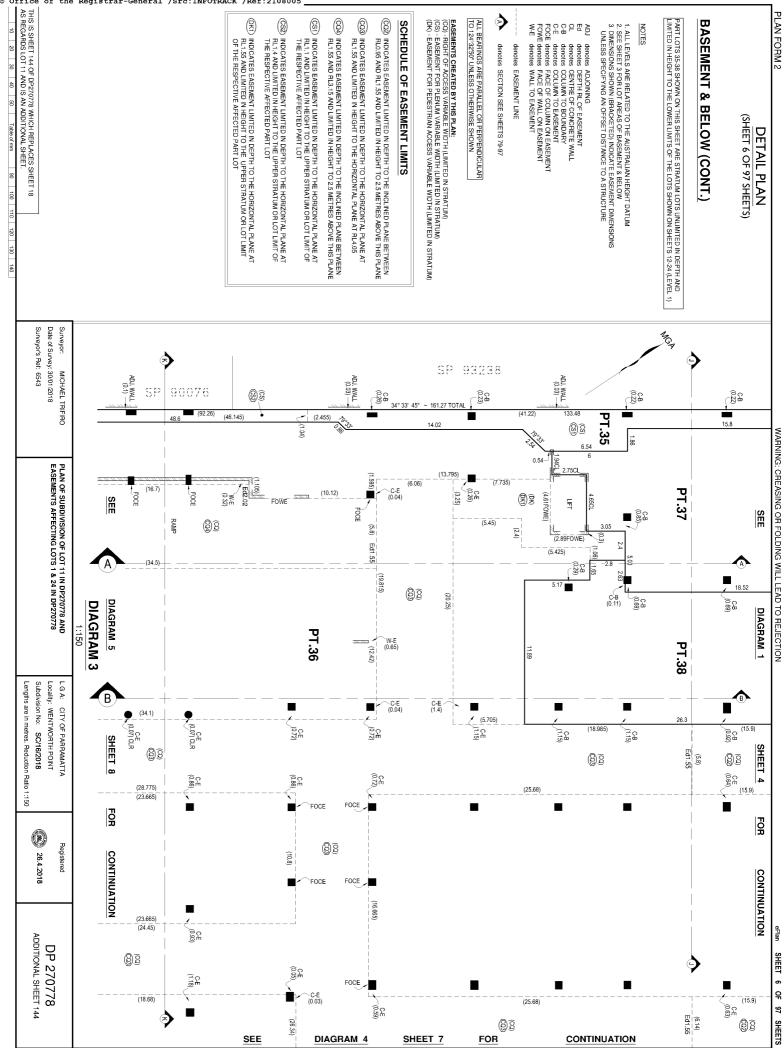


Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:221 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

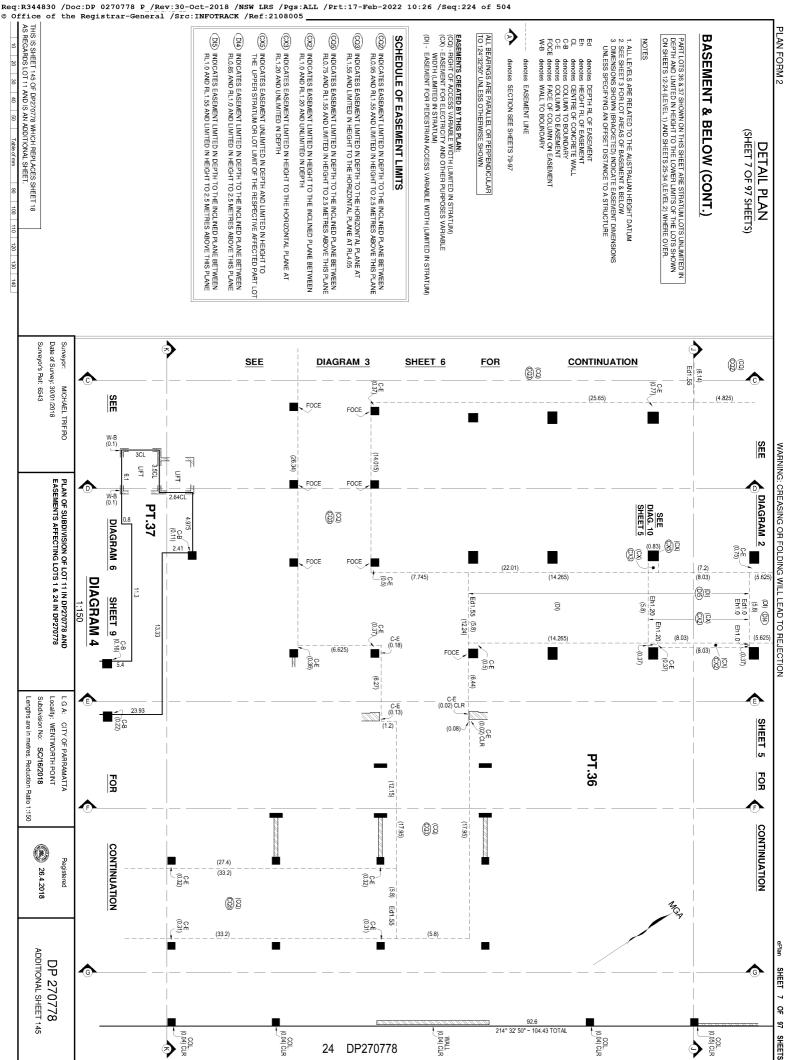
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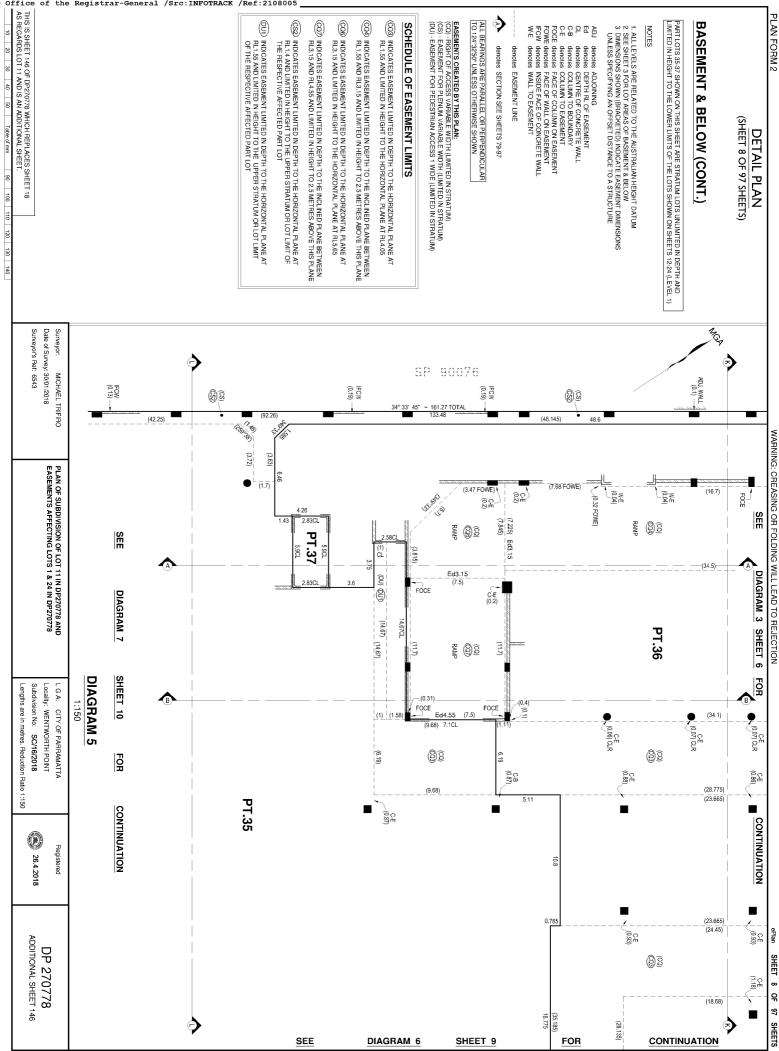
ePlan SHEET 4 OF 97 SHEETS



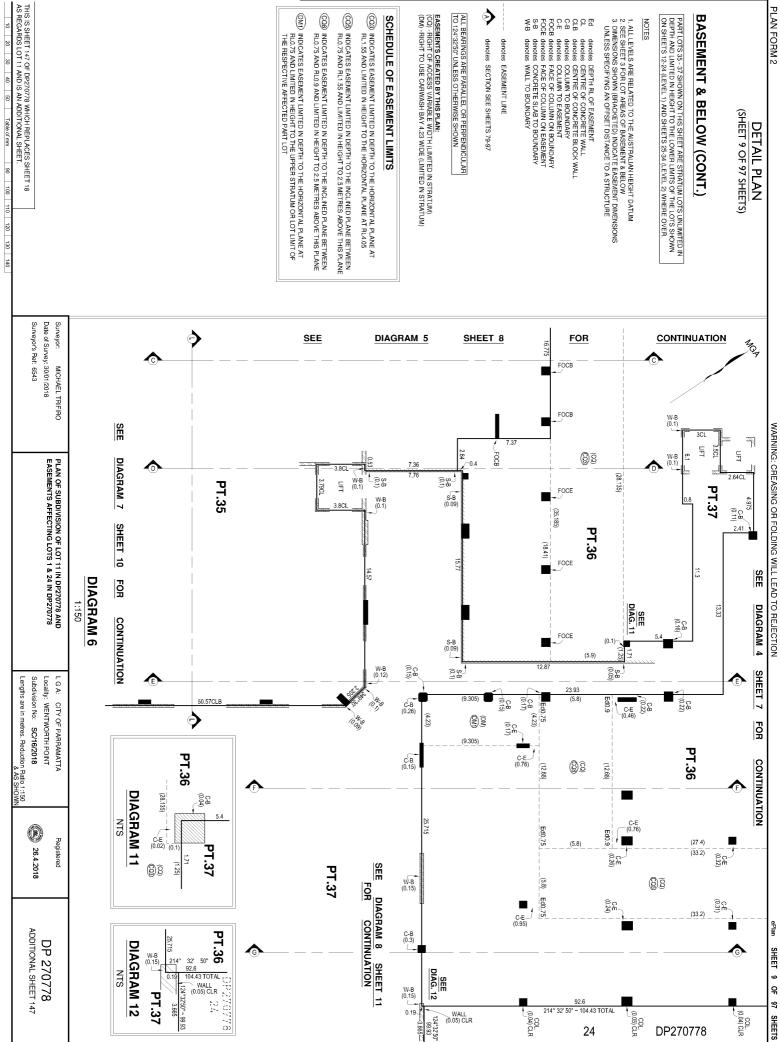


Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:223 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

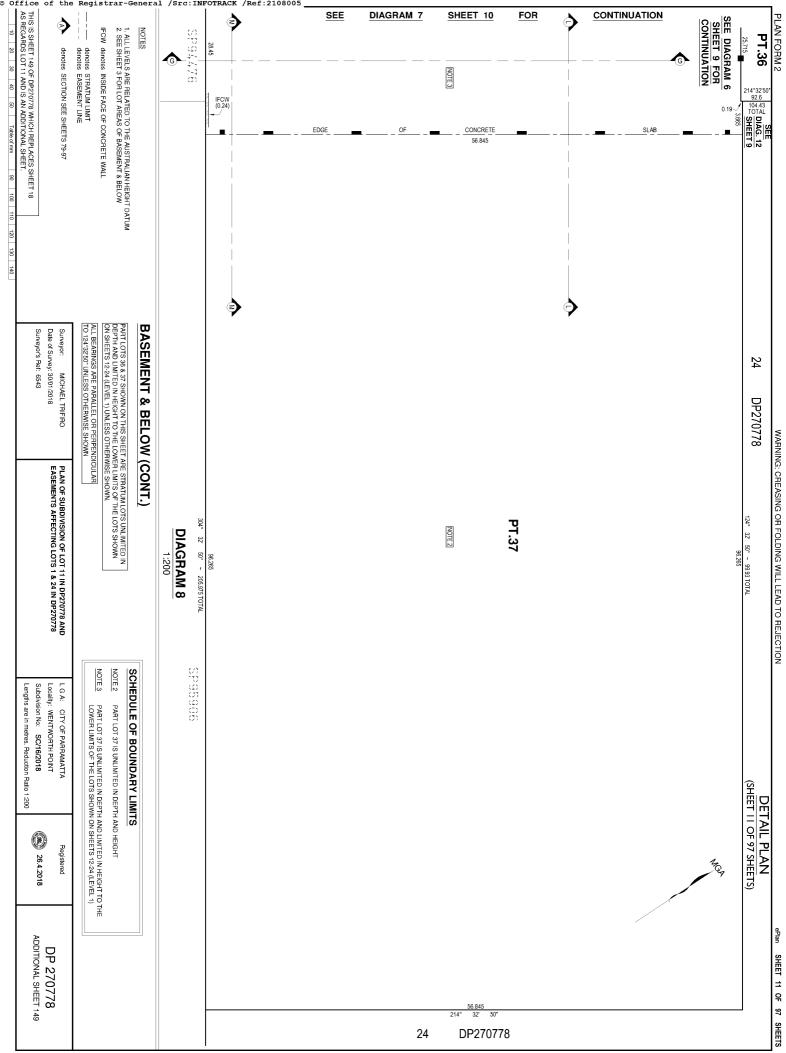


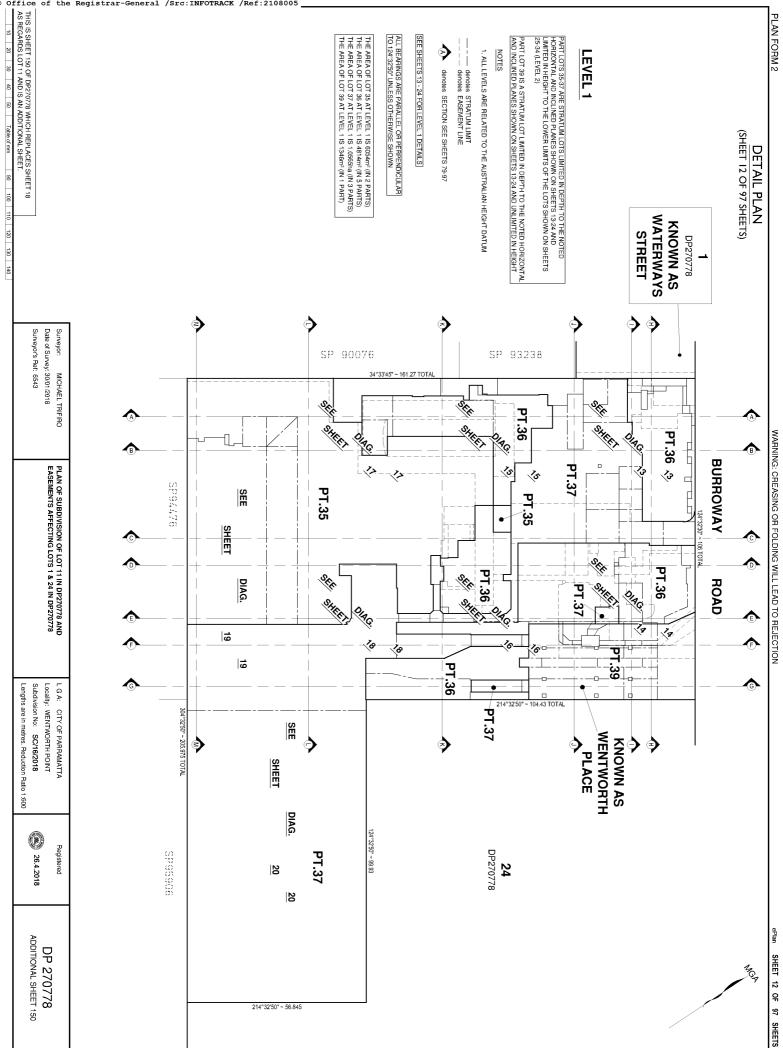


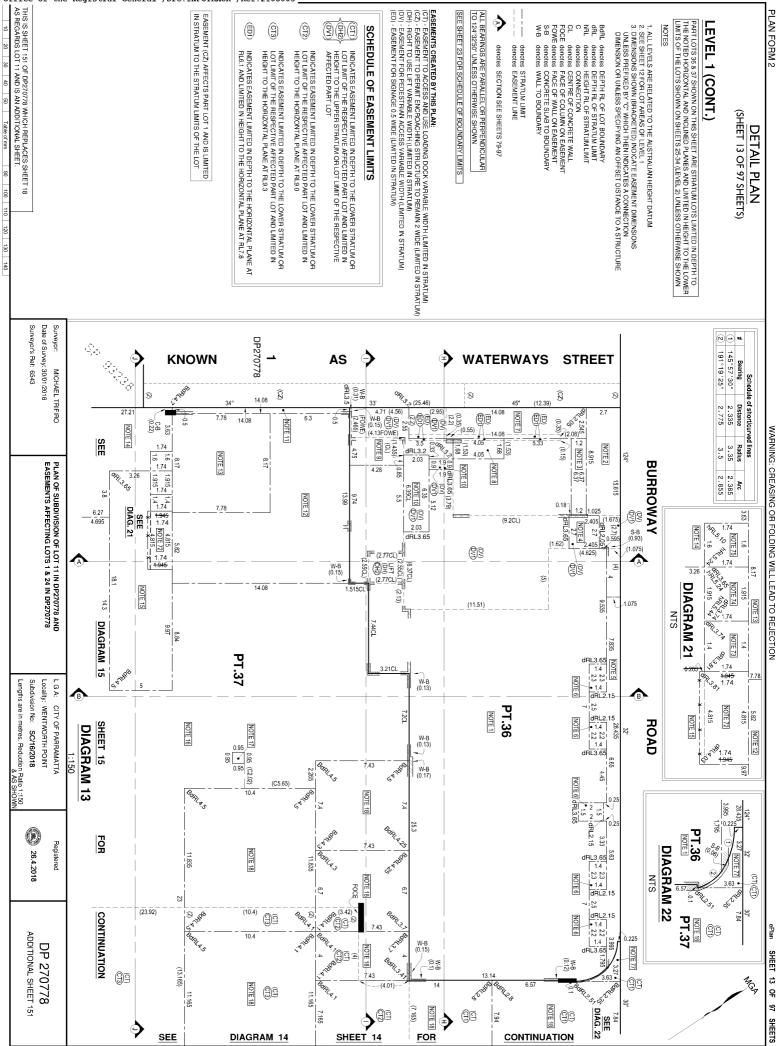
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3	Registrar-	Genera	al /Sro	: INFOTRACK	/Ref:21	08005	/Prt:17-Feb-:	(0.15)		(42.25)	SP 900' 34° 33' 45"			(0.13)	( 		PLAN FORM 2
	ALL BEARINGS ARE PARALLEL OR PERPENDICULAR ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 124*3250" UNLESS OTHERWISE SHOWN	denotes STRATUM LIMIT	CLB denotes CENTRE OF CONCRETE BLOCK WALL FOCE denotes FACE OF COLUMN ON EASEMENT IFCW denotes INSIDE FACE OF CONCRETE WALL	NOTES 1. ALL LEVELS ARE RELATED T 2. SEE SHEET 3 FOR LOT AREA 3. DIMENSIONS SHOWN (BRAC UNLESS SPECIFYING AN OFI	PART LOTS 35 & 37 SHOWN ON THIS SHEET ARE STRATUM LOTS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETIS 12-24 (LEVEL 1) UNLESS OTHERWISE SHOWN.	BASEMENT & BELOW (CONT.)	(FCW (0.08) —-	(1.05)	FOCE				FOCE		MOS		ORM 2
	HEETS 79-97 DR PERPENDICULAR ISE SHOWN		NCRETE BLOCK WALL MN ON EASEMENT = CONCRETE WALL	NOTES 1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM 2. SEES HEET 3 FOR LOT ABLAS OF BASEMENT & BELOW 3. DIMENSIONS SHOWIM (BRACKETED) INDORTE EASEMENT DIMENSIONS UNLESS SPECIFYING AN OFFSET DISTANCE TO A STRUCTURE	THIS SHEET ARE STRATUM LOT: TO THE LOWER LIMITS OF THE L ESS OTHERWISE SHOWN.	ELOW (CONT.)								SEE DIAGRAM 5			
				tum Imensions Re	OTS SHOWN		₿							SHEET 8		₿	
Surveyor: MICHAEL 1 Date of Survey: 30/01/2018 Surveyor's Ref: 6543		NOTE 3	NOTE 2		CC) - EA									FOR	(SHEET		
MICHAEL TRIFIRO 30/01/2018 6543			<u>D</u>	NOIATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL1.4 AND LIMITED IN HEIGHT TO THE UPPER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT	EASEMENTS CREATED BY THIS PLAN: (CS) - EASEMENT FOR PLENUM VARIABLE WIDTH (LIMITED IN STRATUM)		SP94476	81.26				PT.35		CONTINUATION	DETAIL PLAN (SHEET 10 OF 97 SHEETS)		WARNIN
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778		PART LOT 37 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 12:24 (LEVEL 1)	JLE OF BOUNDARY LIMITS	TED IN DEPTH TO THE HO IT TO THE UPPER STRATI	N: ABLE WIDTH (LIMITED IN S		<b>~</b>									¢	WARNING: CREASING OR FOLDING WILL
N OF LOT 11 IN DP2 NG LOTS 1 & 24 IN		TS 12-24 (LEVEL 1)	Ŧ	HIZONTAL PLANE AT	STRATUM)									SEE			_
70778 AND DP270778		Π 					004° 32′ 50° ~ 205.975 1017 DIAGRAM 7 1:200							DIAGRAM 6			LEAD TO REJECTION
L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT Subdivision No: SC/16/2018 Lengths are in metres. Reduction F							000 IFCW (0.17)	7 4 4						SHEET 9			
L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT Subdivision No: SC/16/2018 Lengths are in metres. Reduction Ratio 1:200							E.				50.57				<u></u>	-	
Registered							<b>^</b>	 						FOR		F	
red 4.2018								28.45			NOTE 3	PT.37		CONTINUATION			
DP 270778 Additional sheet 148							<b>6</b>				ب ١	7					ePlan SHEET 10
778 IEET 148								IFC\ (0.2)	W.	EDGE		HEET			( 	<b>&gt;</b>	SHEET 10 OF 97 SHEETS

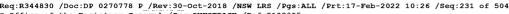


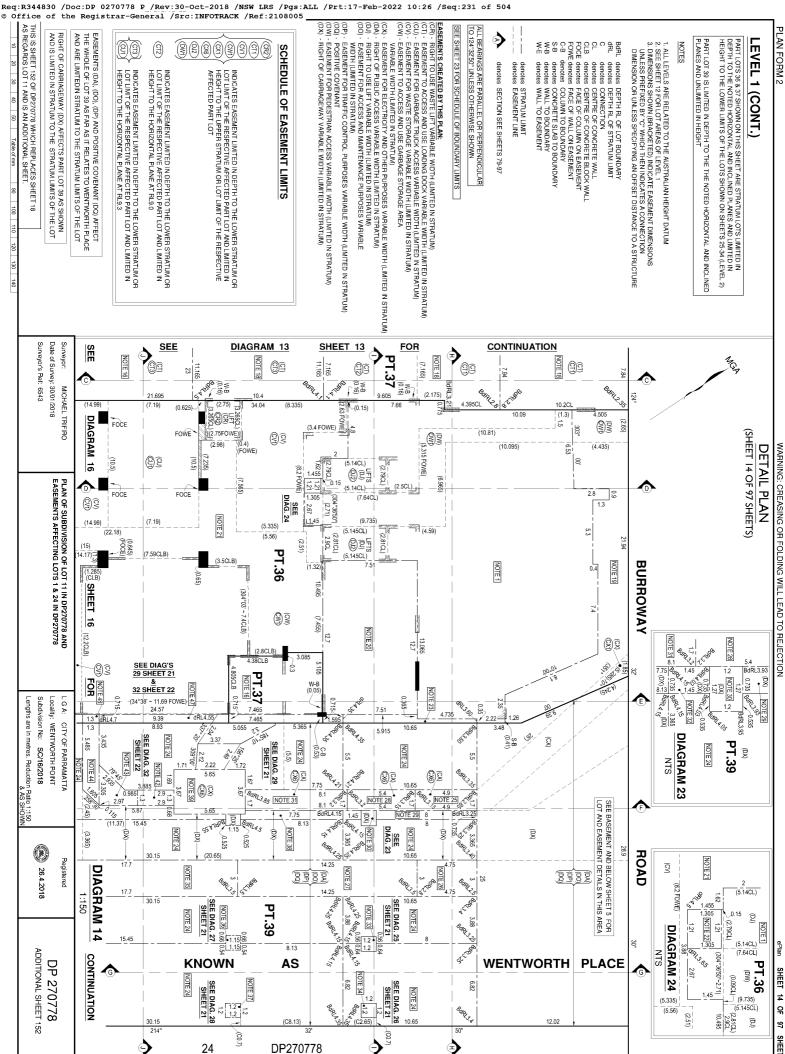




Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:230 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

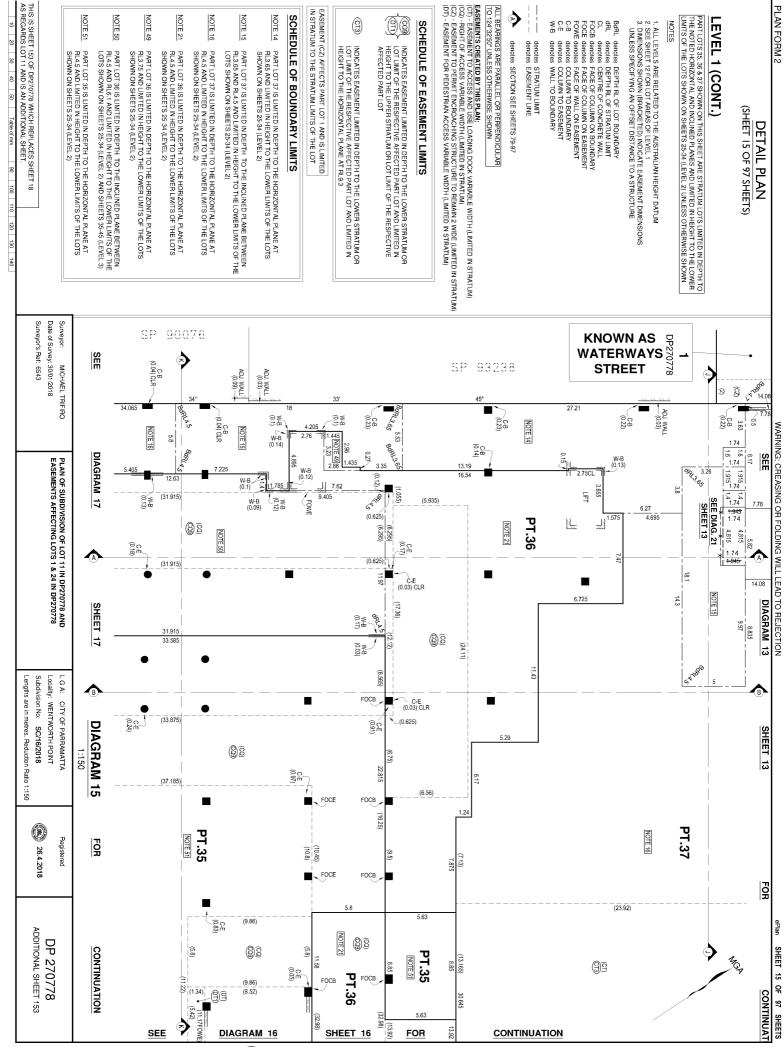
EXTENT OF LOT 37 (NOTE 72) AMENDED VIDE 2018-864 🛞 2.8.2018 & 6.8.2018



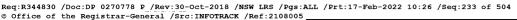


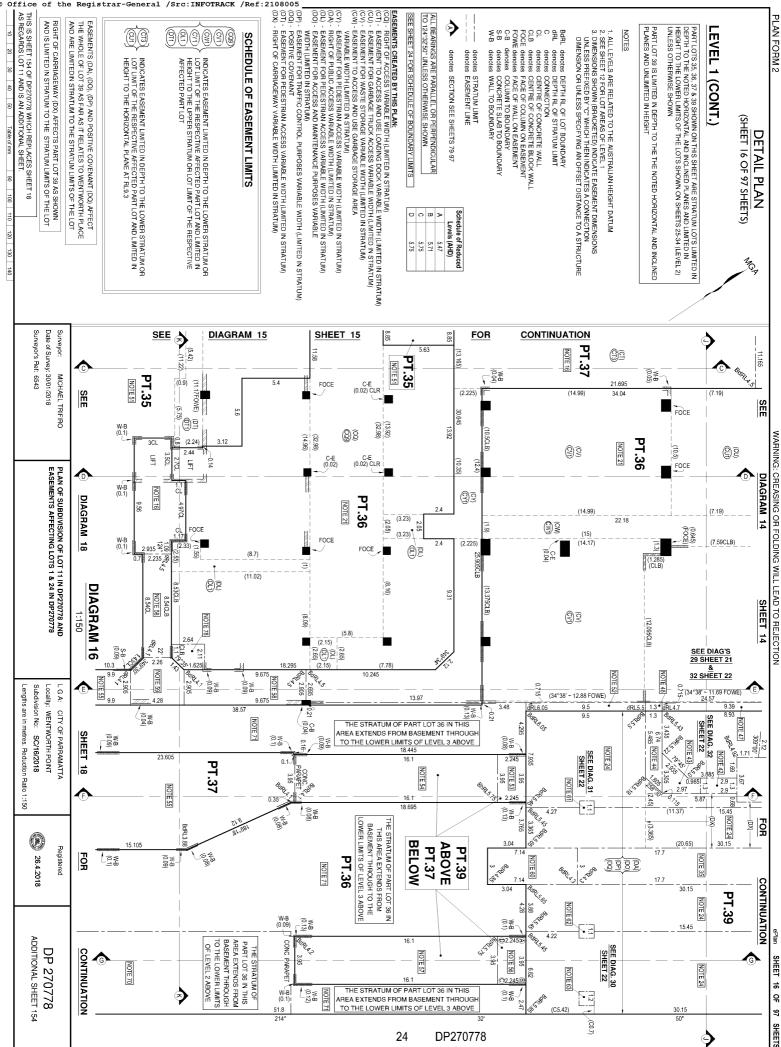
SHEET 14 OF 97 SHEETS



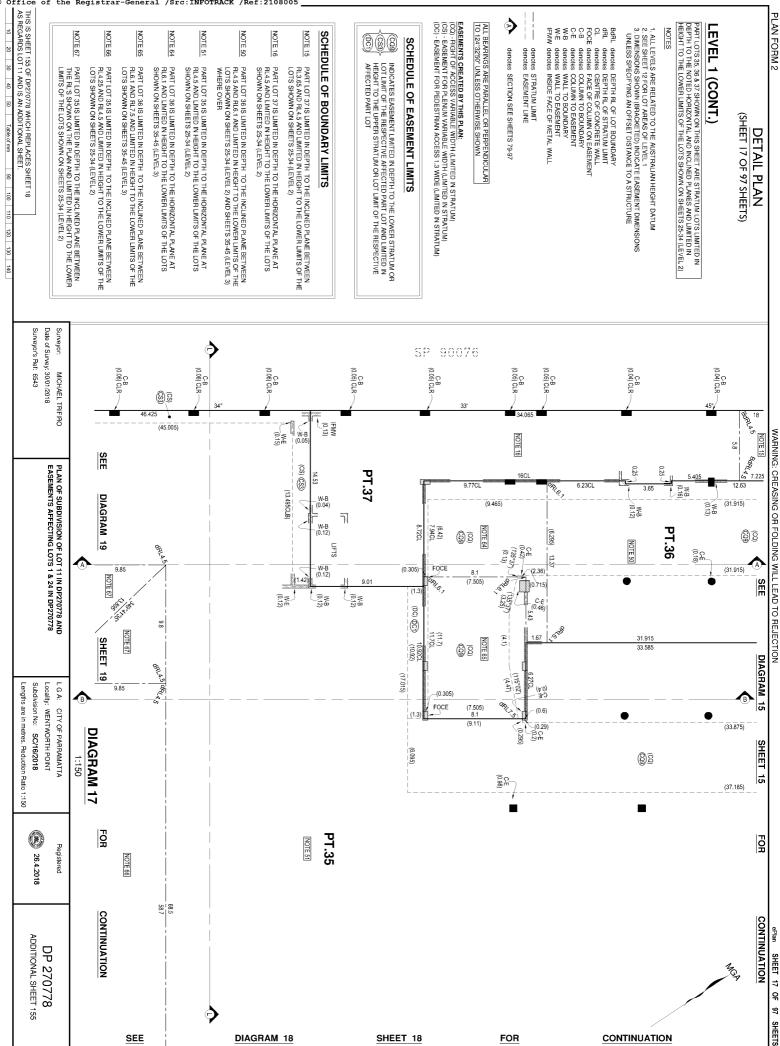


EXTENT OF LOT 37 (NOTE 72) AMENDED VIDE 2018-864 (28.2018



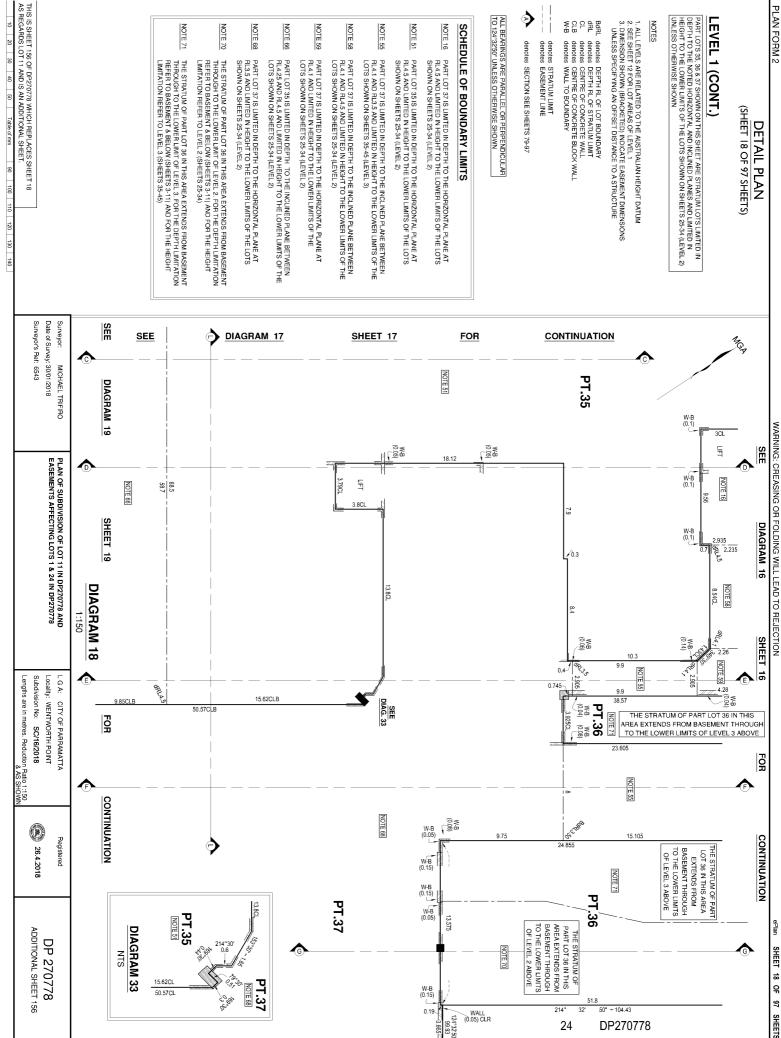


## Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:234 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

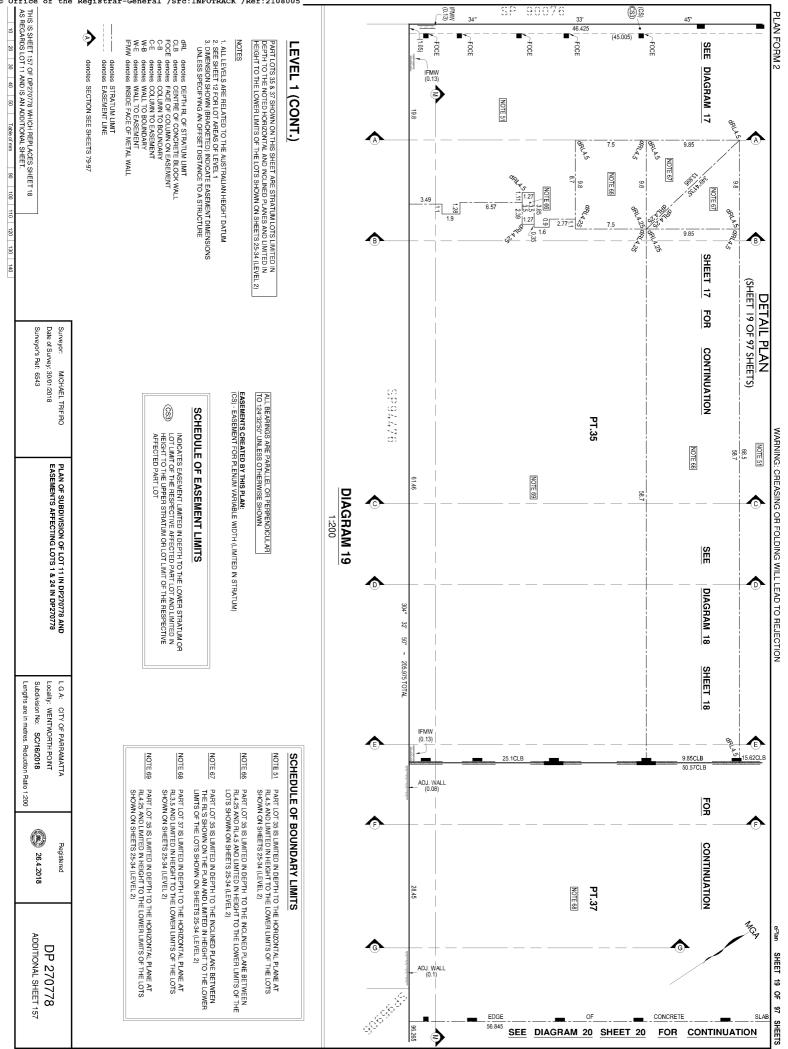


PLAN FORM 2

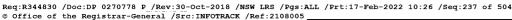
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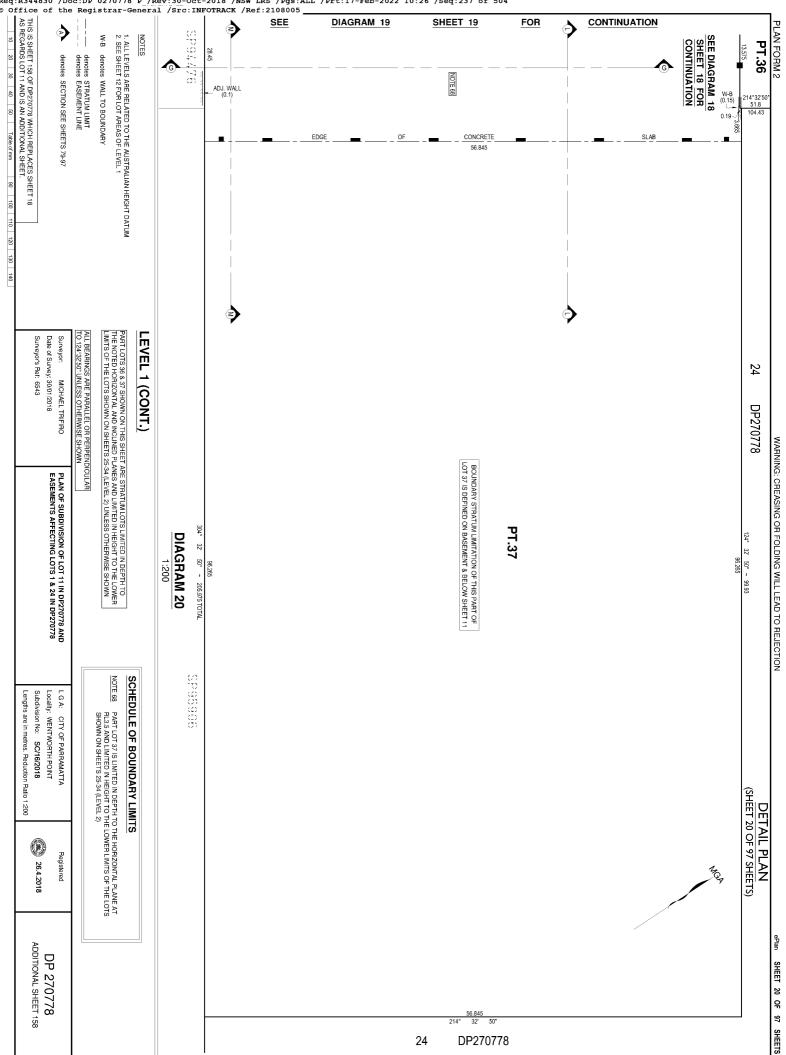


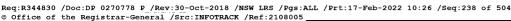
SHEET 18 OF 97 SHEETS

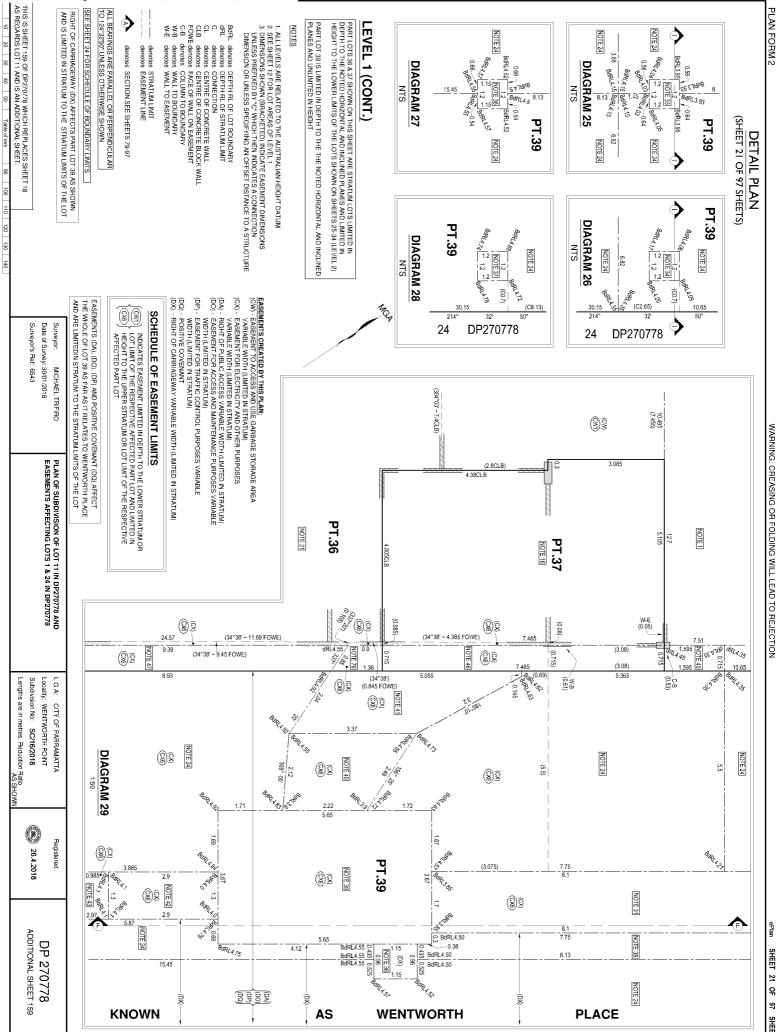


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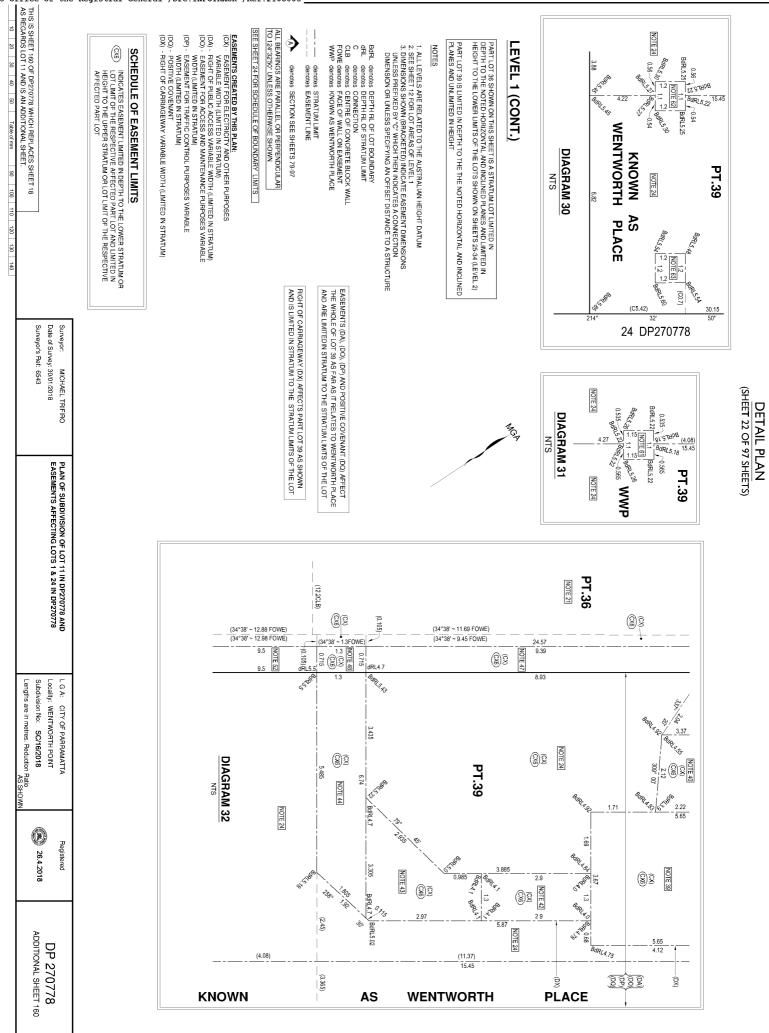






WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 21 OF 97 SHEETS



DETAIL PLAN (SHEET 23 OF 97 SHEETS)	WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
	ePlan SHEET 23 OF 97 SHEETS

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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THIS IS SHEET 162 OF DP270778 WHICH REPLACES SHEET 18 AS REGARDS LOT 11 AND IS AN ADDITIONAL SHEET.

Table of mm

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Date of Survey: 30/01/2018 Surveyor's Ref: 6543

Surveyor:

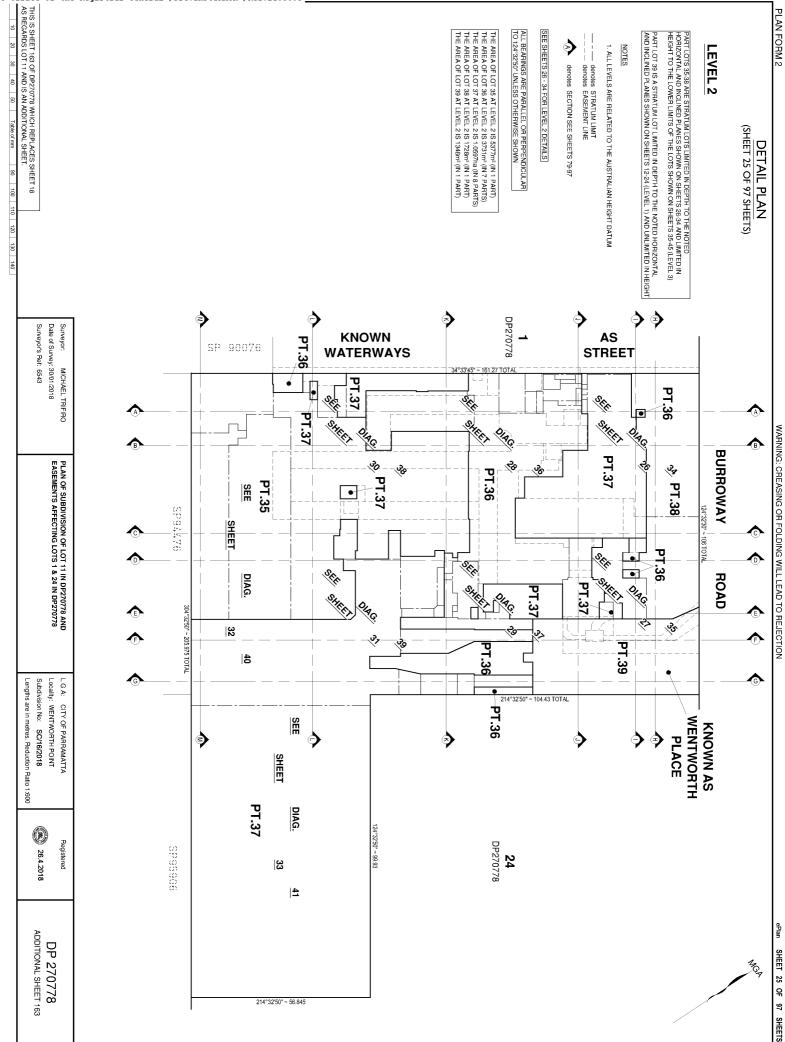
MICHAEL TRIFIRO

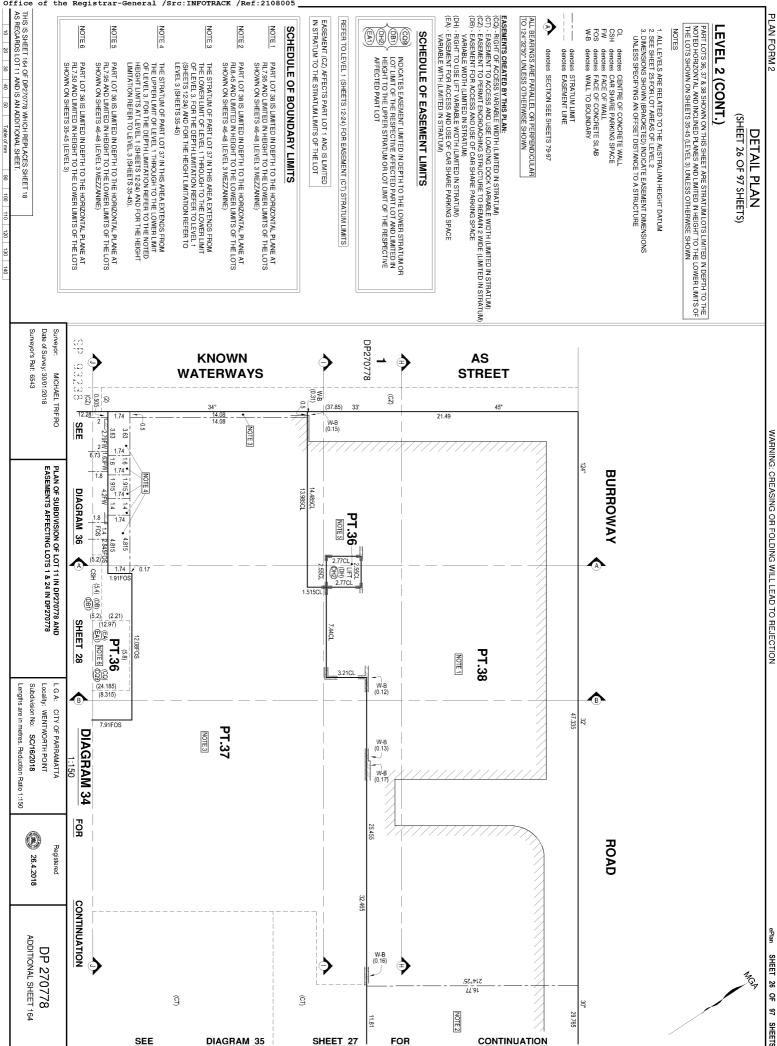
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778

L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT Subdivision No: SC/16/2018 Lengths are in metres. Reduction Ratio N/A

Registered 26.4.2018

DP 270778 ADDITIONAL SHEET 162



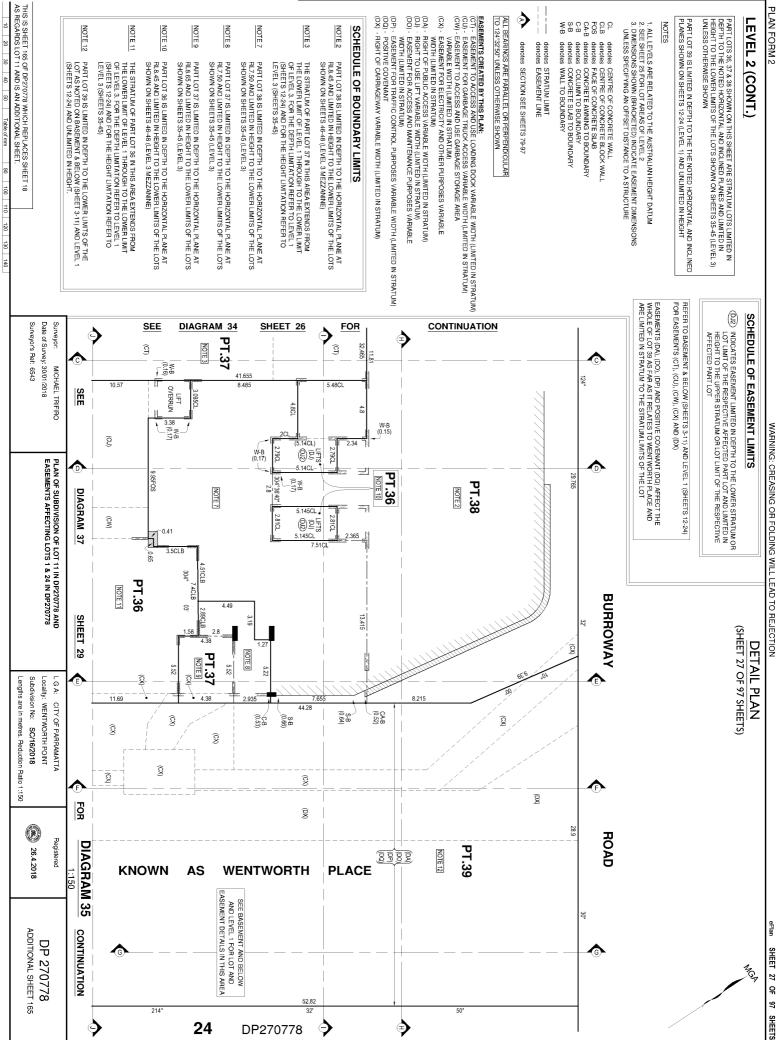


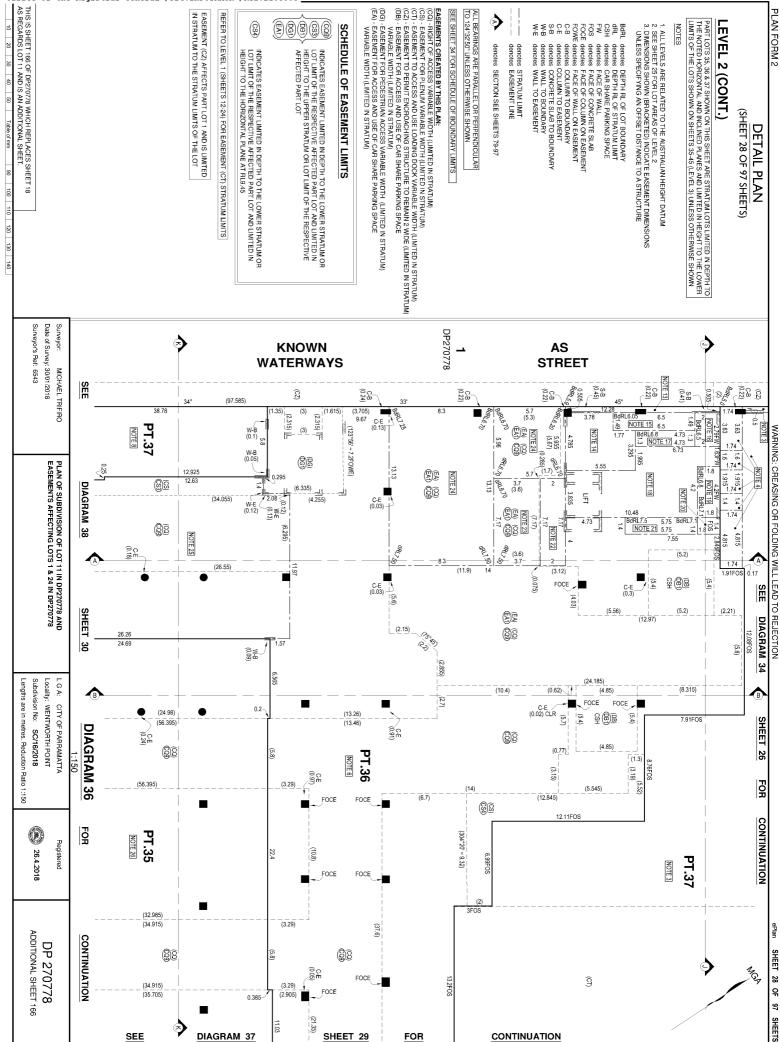
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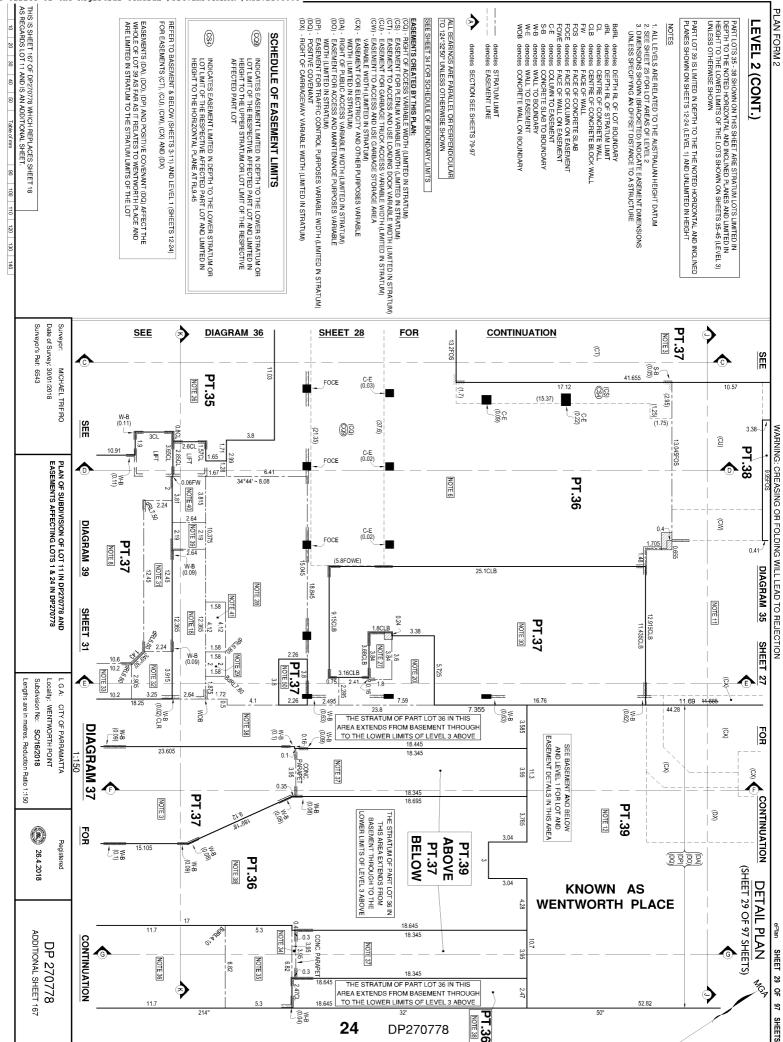
PLAN FORM 2

ePlan

SHEET 26 OF 97 SHEETS

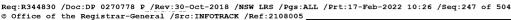


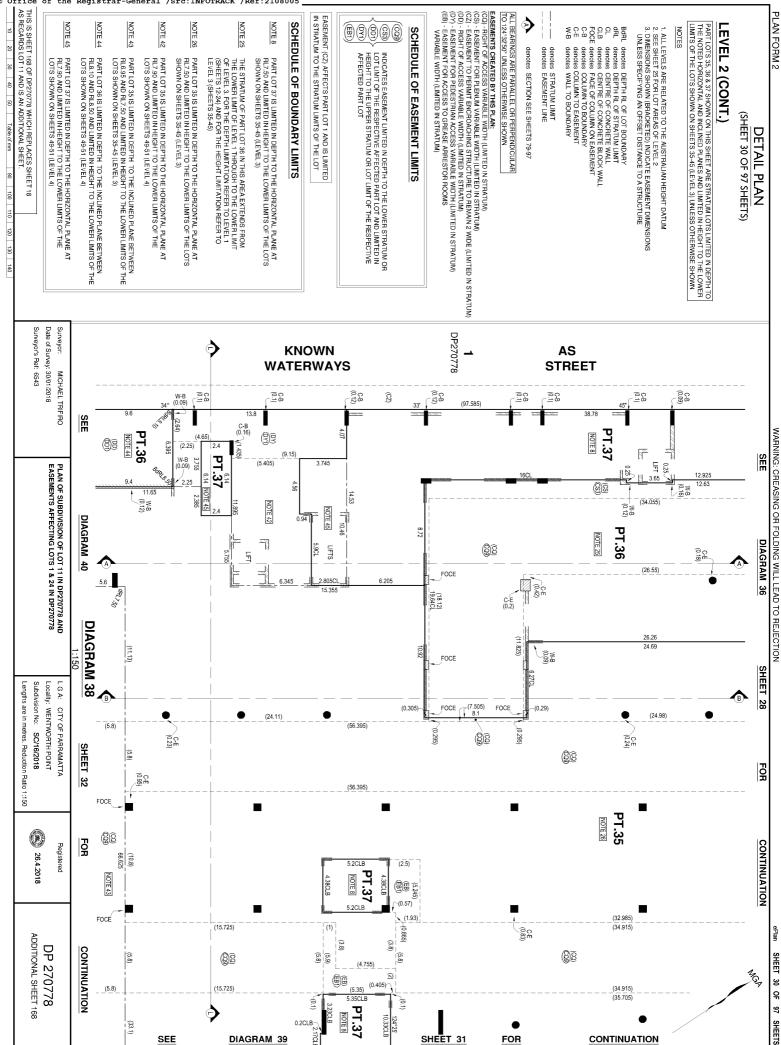


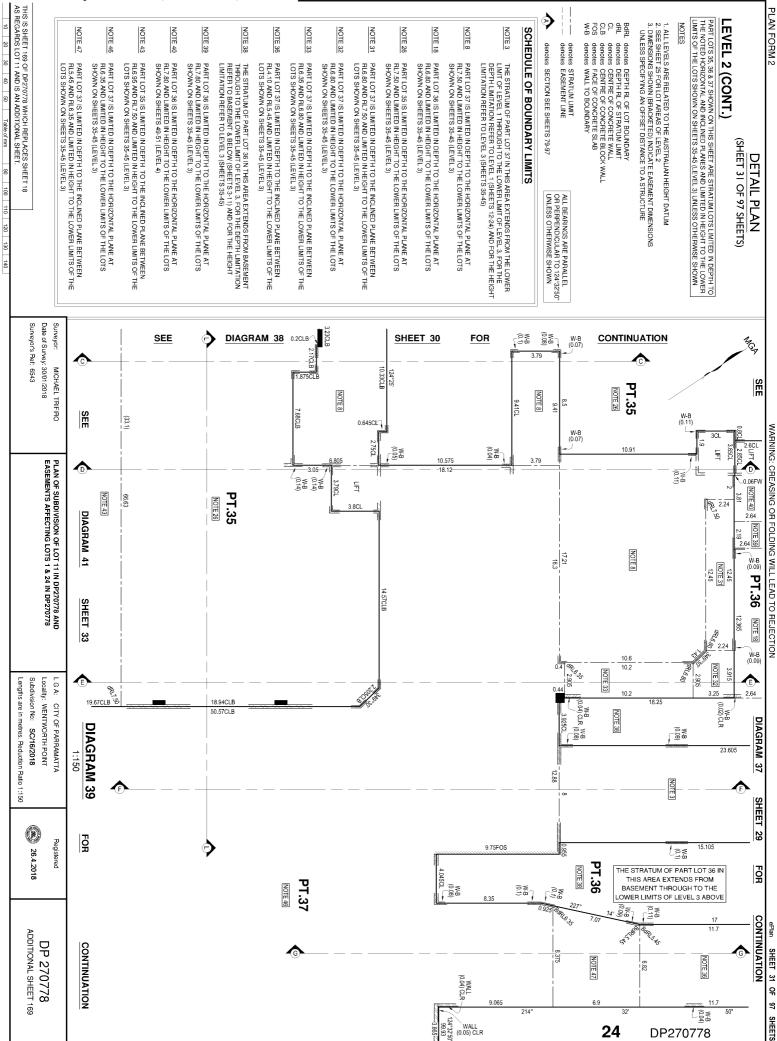


DIMENSION ON NE OF PT.36 AMENDED & DIMENSION ADDED EASTERN BDY, OF PT.37 VIDE 2018-1416 (19.9.2018

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:246 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005



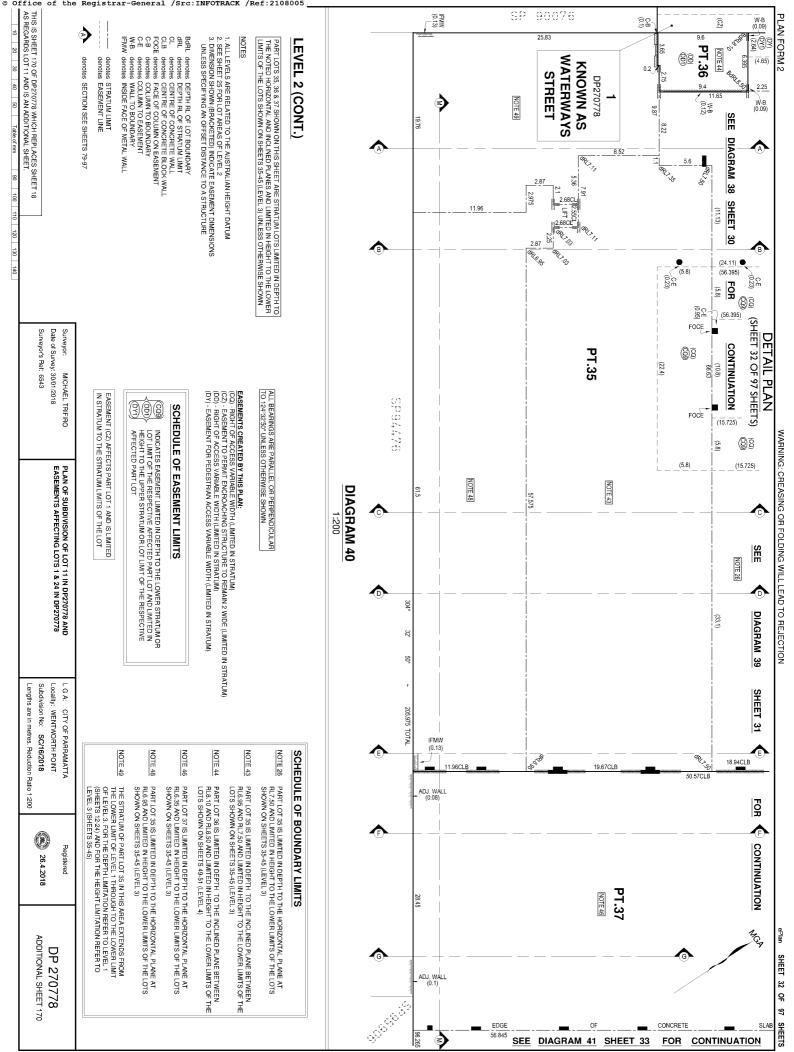




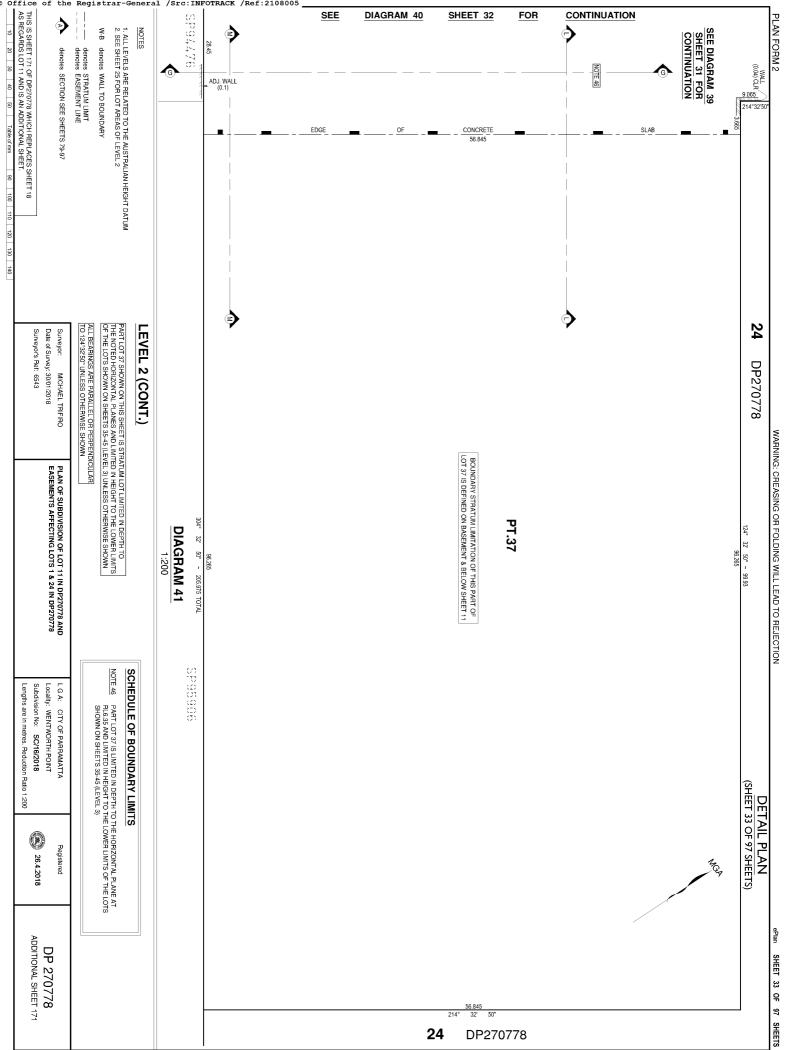
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24

DP270778



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## PLAN FORM 2

(SHEET 34 OF 97 SH	DETAIL PLA
97 SHEETS)	PLAN

## SCHEDULE OF BOUNDARY LIMITS RELATING TO SHEET 28

- NOTE 3 THE STRATUM OF PART LOT 37 W THIS AREA EXTENDS FROM THE LOWER LIMIT OF LEVEL 1 THROUGH TO THE LOWER LIMIT OF LEVEL 3. FOR THE DEPTH LIMITATION REFER TO LEVEL 1 (SHEETS 12:24) AND FOR THE HEIGHT LIMITATION REFER TO LEVEL 3 (SHEETS 35-45)
- NOTE 4 THE STRATUM OF PART LOT 37 IN THIS AREA EXTENDS FROM THE UPPER LIMT OF LEVEL 1 THROUGH TO THE LOWER LIMIT OF LEVEL 3. FOR THE DEPTH LIMITATION REPERT TO THE NOTED HEIGHT LIMITS AT LEVEL 1 (SHEETS 12.24) AND FOR THE HEIGHT LIMITATION REFER TO LEVEL 3 (SHEETS 35-45).

NOTE 6

LEVEL 3 (SHEETS 35-45)

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 33

PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL6.35 AND RL6.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE

\_OTS SHOWN ON SHEETS 35-45 (LEVEL 3)

PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 32

NOTE 31

PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL6.80 AND RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE

LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 3

SCHEDULE OF BOUNDARY LIMITS RELATING TO SHEET 29

THE STRATUM OF PART LOT 37 IN THIS AREA EXTENDS FROM THE LOWER LIMIT OF LEVEL 1 THROUGH TO THE LOWER LIMIT OF LEVEL 3. FOR THE DEPTH LIMITATION REFER TO LEVEL 1 (SHEETS 12-24) AND FOR THE HEIGHT LIMITATION REFER TO

NOTE 8

PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 6 PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 11

THE STRATUM OF PART LOT 36 IN THIS AREA EXTENDS FROM THE COMER LIMIT OF LEVEL 1 THROUGH TO THE LOWER LIMIT OF LEVEL 3 FOR THE DEPTH LIMITATION REFER TO LEVEL 1 (SHEETS 12.24) AND FOR THE HEIGHT LIMITATION REFER TO INFORM TO AND THE DEPTH LIMITATION REFER TO

- NOTE 8 PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 13 PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL5.0 AND RL5.90 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 14 PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.05 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 18

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

NOTE 37

NOTE 36

PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.10 AND RL5.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE

LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.10 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 35

NOTE 34

PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.20 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 38

THE STRATUM OF PART LOT 36 IN THIS AREA EXTENDS FROM BASEMENT THROUGH TO THE LOWER LIMIT OF LEVEL3. FOR THE DEPTH LIMITATION REFER TO BASEMENT & BELOW (SHEETS 3-11) AND FOR THE HEIGHT

LIMITATION REFER TO LEVEL 3 (SHEETS 35-45)

PART LOT 37 IS LIMITED IN STRATUM TO THE UPPER AND LOWER LIMITS AS NOTED ON ON LEVEL 1 (SHEETS 12-24)

SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 12

LEVEL 3 (SHEETS 35-45)

PART LOT 39 IS LIMITED IN DEPTH TO THE LOWER LIMITS OF THE LOT AS NOTED ON BASEMENT & BELOW (SHEET 3-11) AND LEVEL 1

(SHEETS 12-24) AND UNLIMITED IN HEIGHT

- NOTE 15 PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL6.05 AND RL6.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 16 PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.59 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 17 PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL6.50 AND RL6.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 27

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.20 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 26

PART LOT 35 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

NOTE 39

NOTE 40

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

SHOWN ON SHEETS 49-51 (LEVEL 4)

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 20

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7. 10 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

SHOWN ON SHEETS 35-45 (LEVEL 3)

- NOTE 18 PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 19 PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL6.80 AND RL7.10 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 20 PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.19 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

NOTE 30

PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.20 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

NOTE 29

PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL6.80 AND RL7.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF

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NOTE 50

PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE

LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)

NOTE 41

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE

LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)

LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)

NOTE 28

PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.80 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS

SHOWN ON SHEETS 35-45 (LEVEL 3) AND SHEETS 49-51 (LEVEL 4)

- SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 21 PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL7.10 AND RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

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- NOTE 22 PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.60 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS
- SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 23
- PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL6.70 AND RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE
- LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)
- NOTE 24

- PART LOT 36 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT

NOTE 25

THE STRATUM OF PART LOT 36 IN THIS AREA EXTENDS FROM THE CWERL NUT OF LEVEL 1 THROUGH TO THE LOWGEN UNT OF LEVEL 3 FOR THE DEPTH LIMITATION REFER TO LEVEL 1 (SHEETS 12:24) AND FOR THE HEIGHT LIMITATION REFER TO LEVEL 3 (SHEETS 3:43)

THIS IS SHEET 172 OF DP270778 WHICH REPLACES SHEET 18 AS REGARDS LOT 11 AND IS AN ADDITIONAL SHEET.

130 140

Surveyor's Ref: 6543

Date of Survey: 30/01/2018

Surveyor:

MICHAEL TRIFIRO

PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778

Subdivision No:

SC/16/2018

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ADDITIONAL SHEET 172 DP 270778

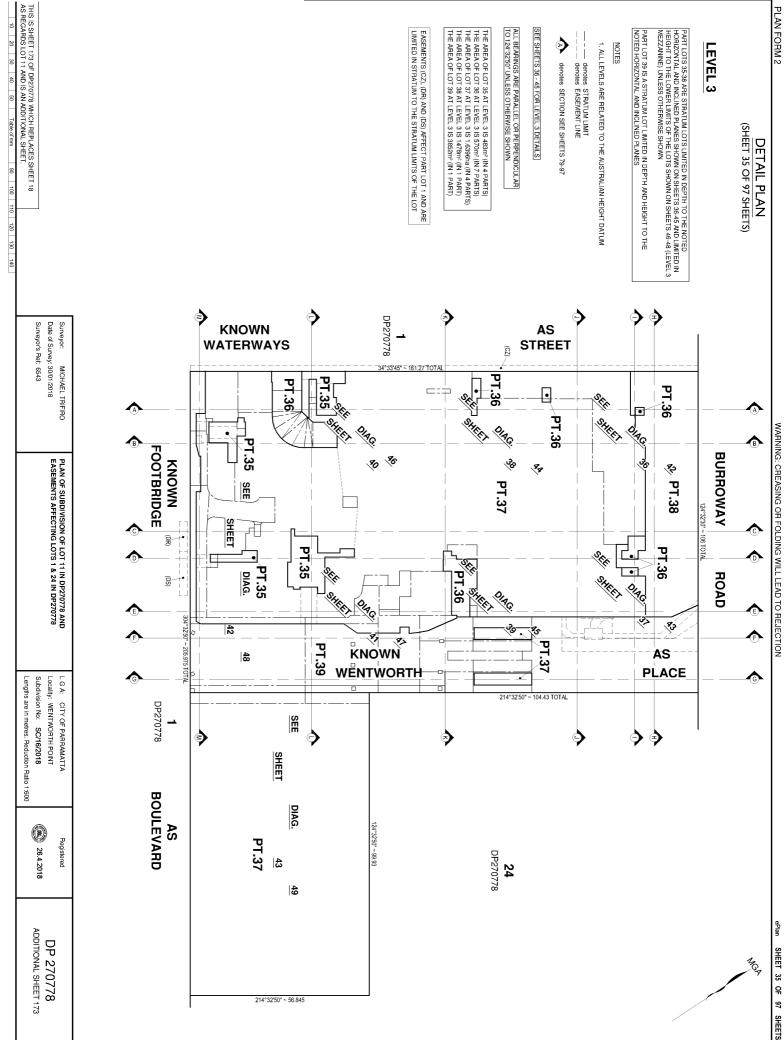
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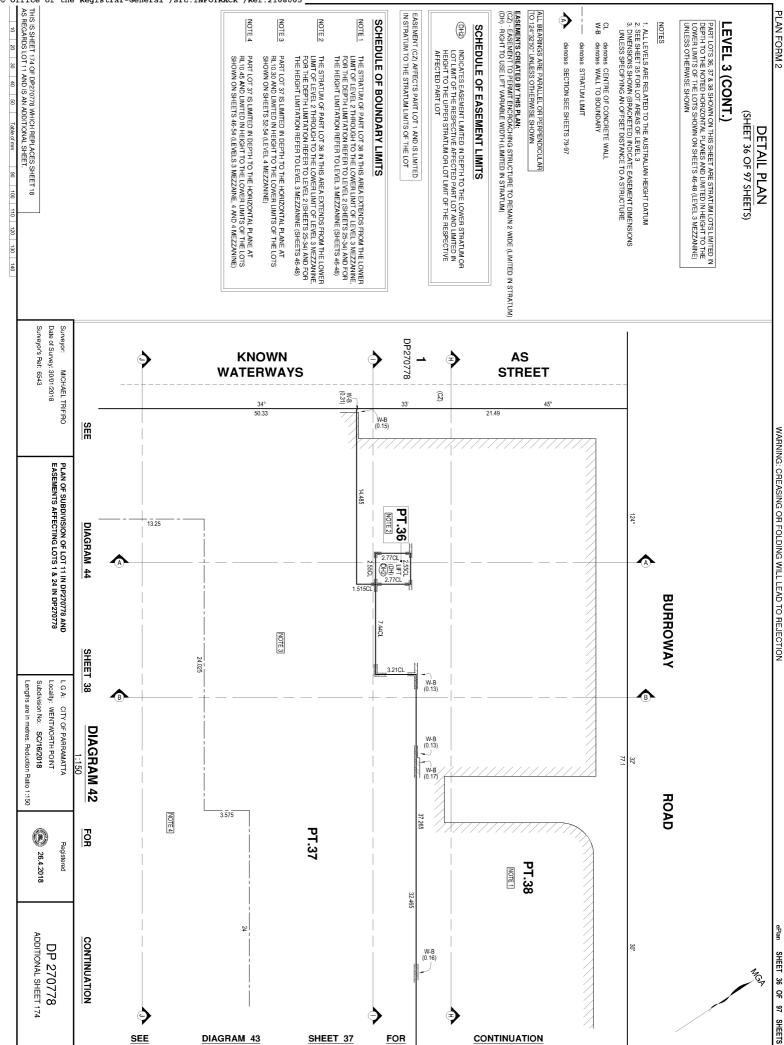
L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT

Registered 26.4.2018

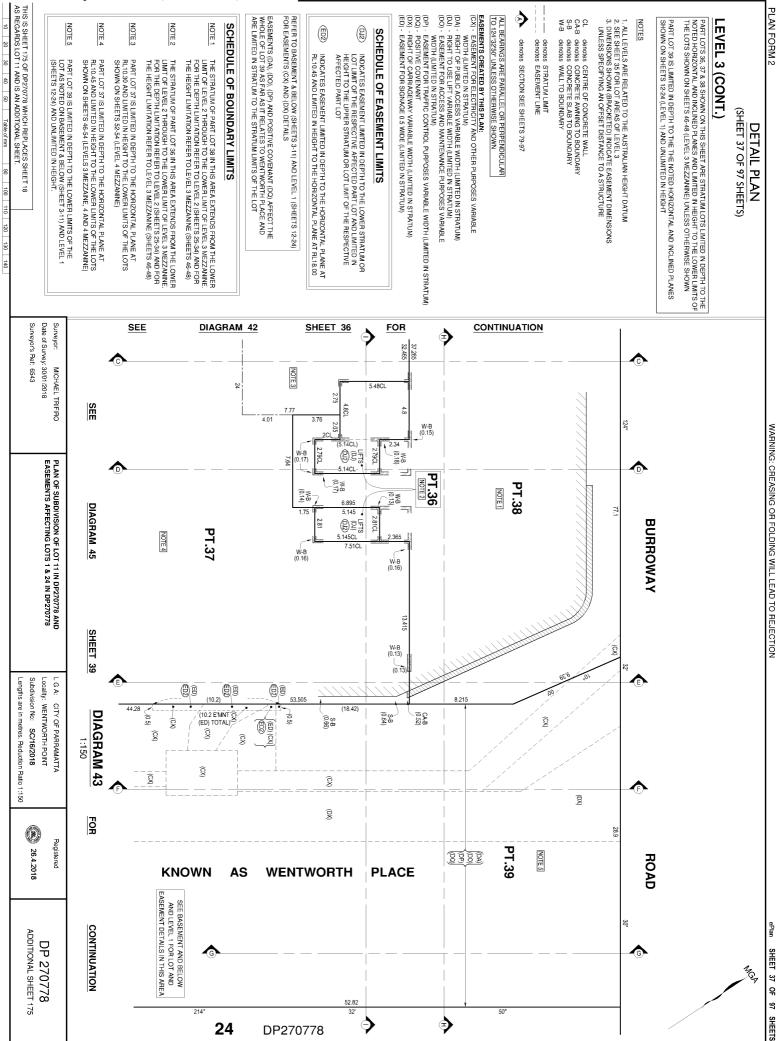
NOTE 26

PART LOT 35 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.50 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 35-45 (LEVEL 3)

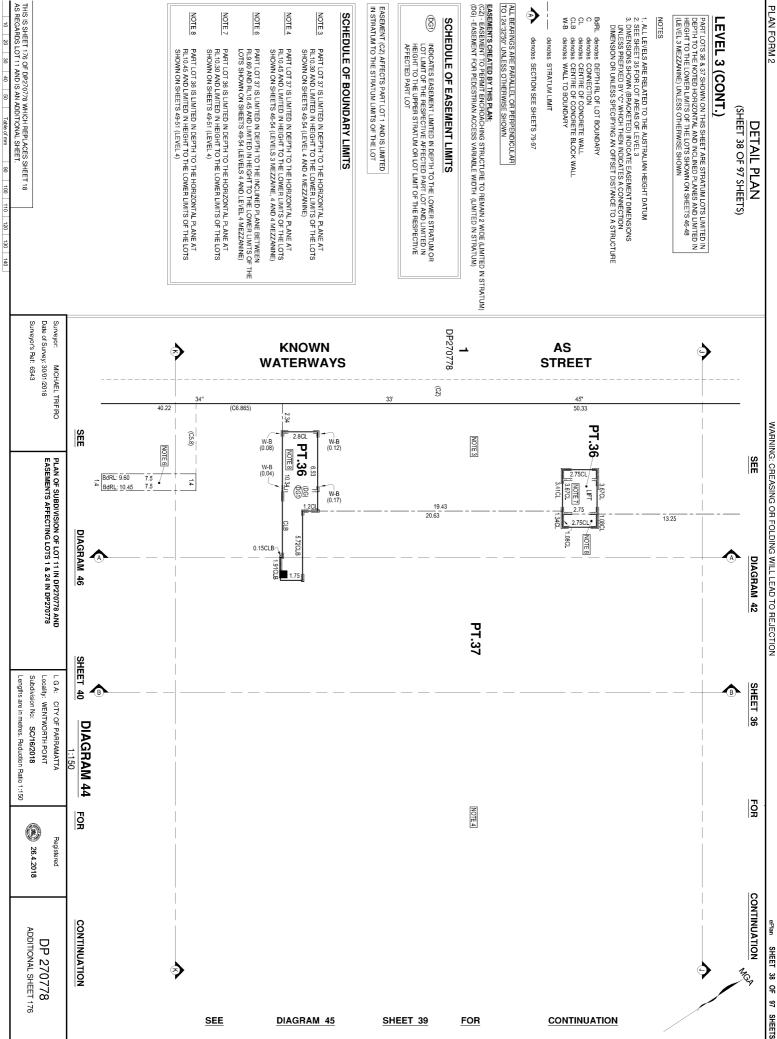




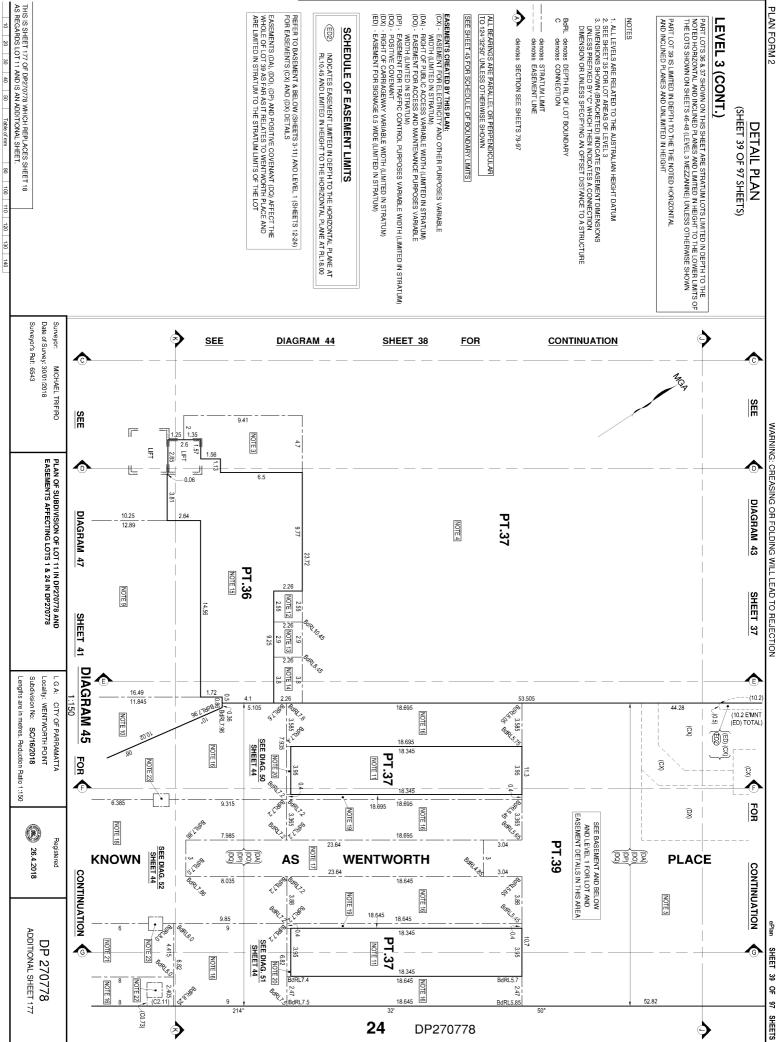
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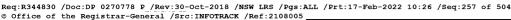


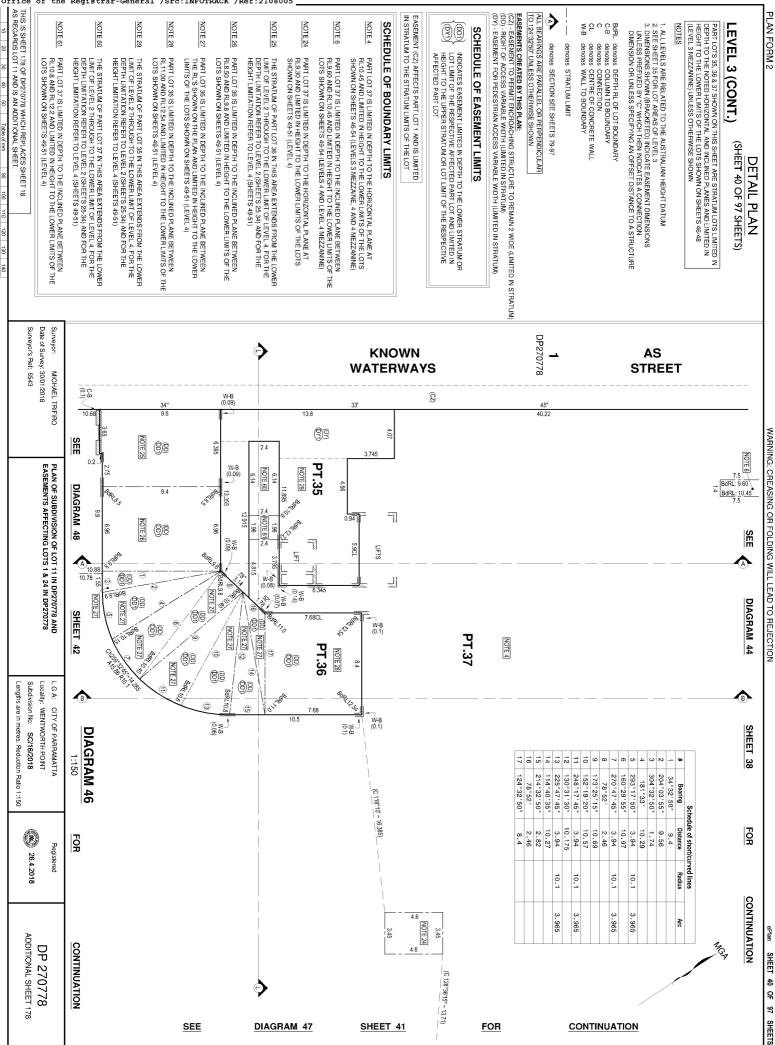
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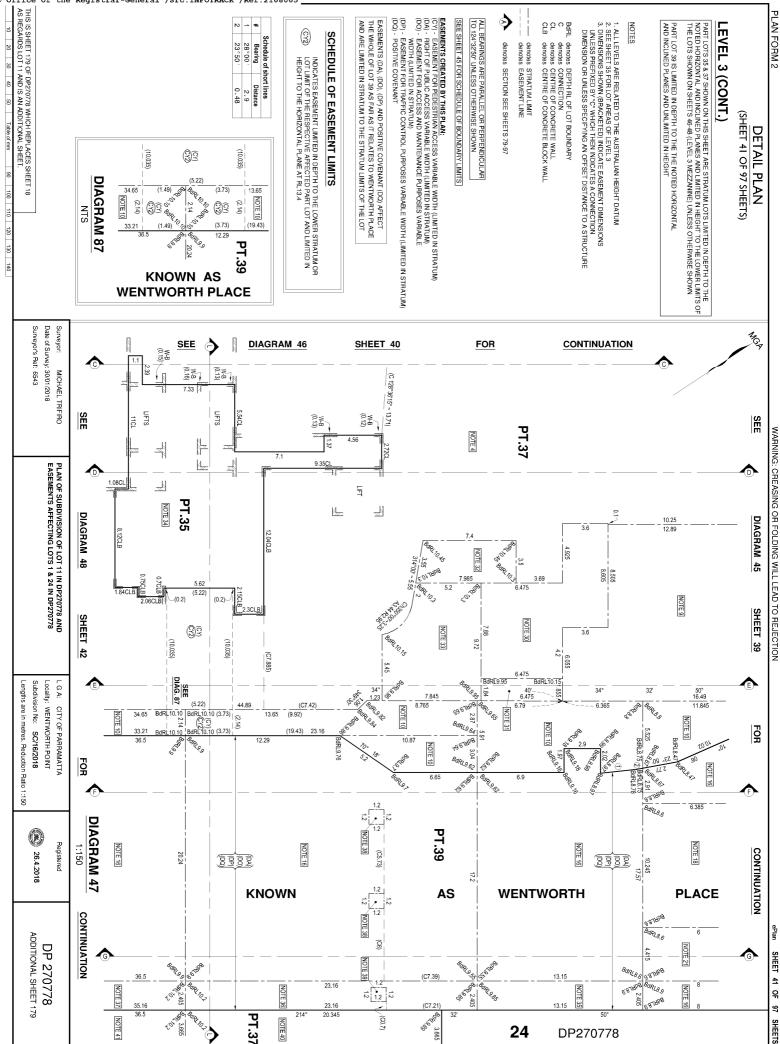


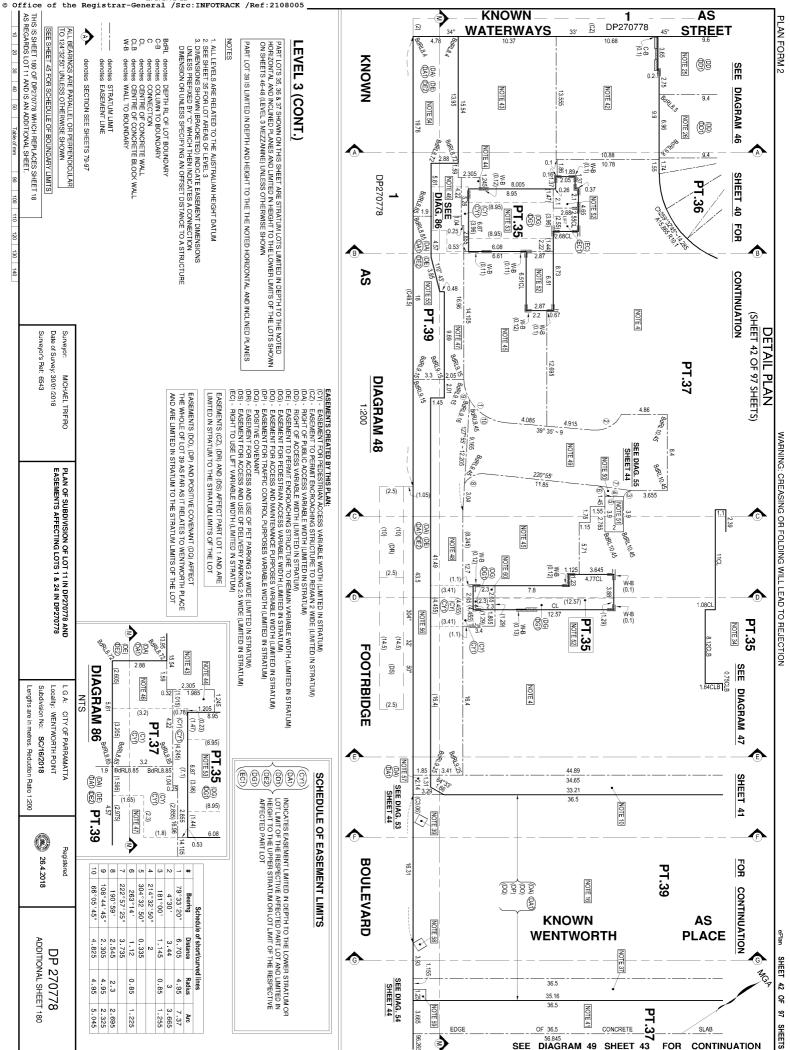
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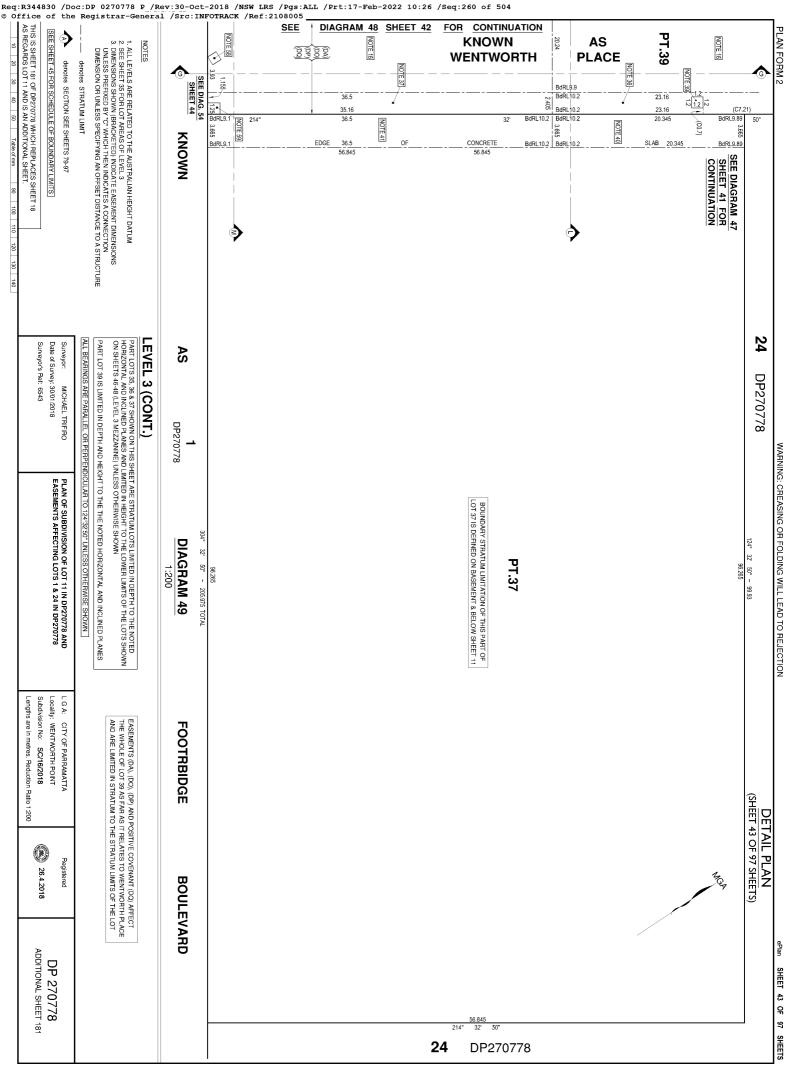




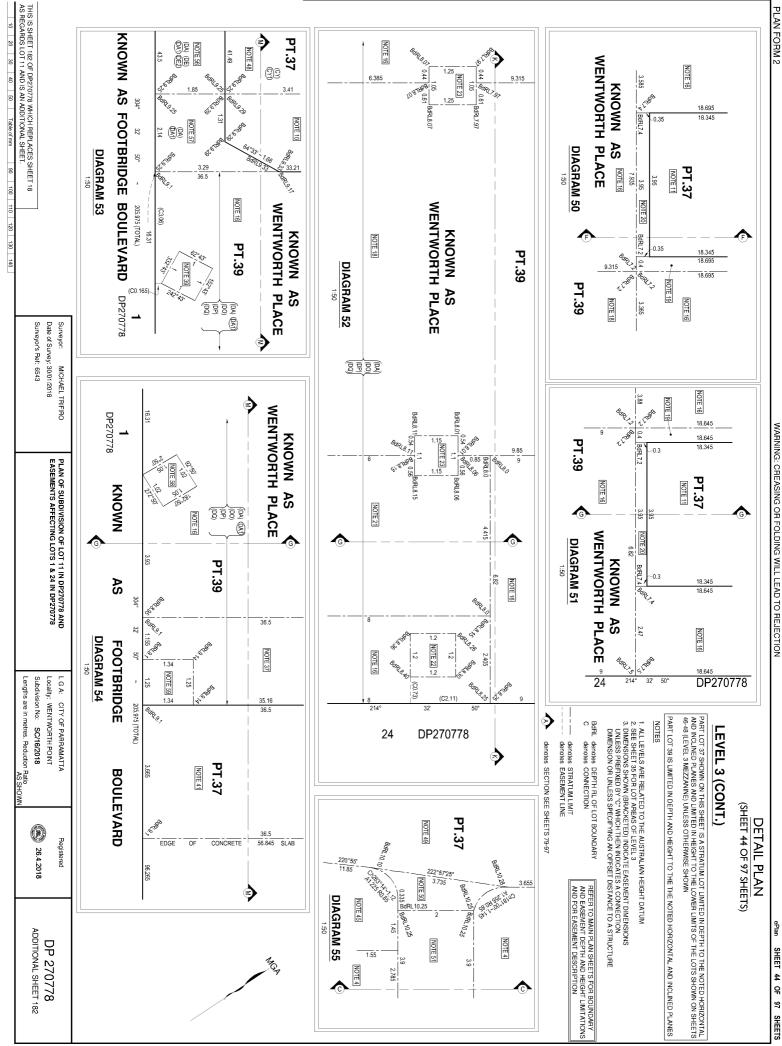








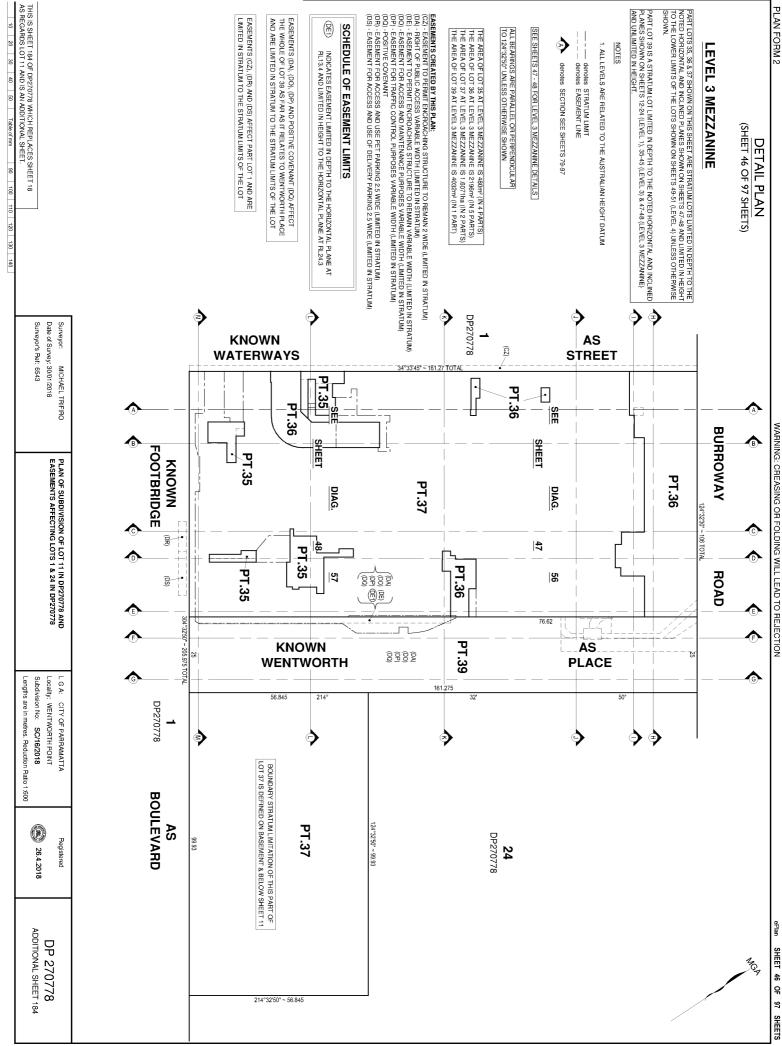
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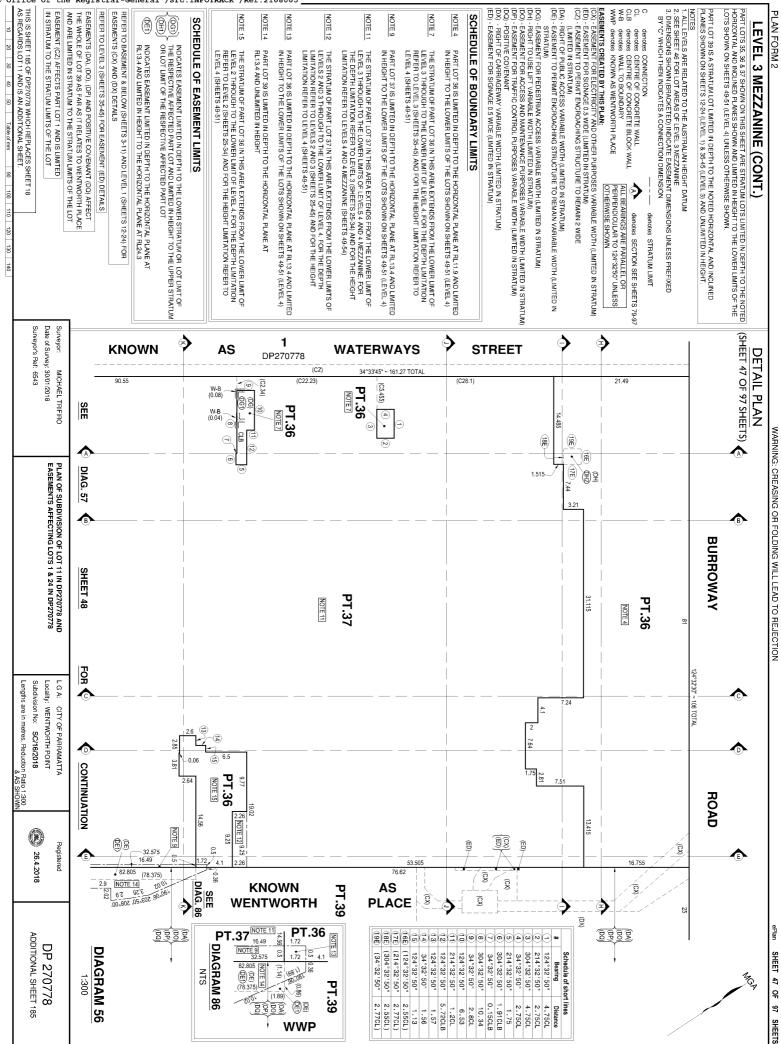


	WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
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10	THIS IS SHEI AS REGARD			NOTE 32	NOTE 31		NOTE 30	NOTE 21	NOTE 18	NOTE 16	NOTE 10	NOTE 9		NOTE 4				NOTE 13	NOTE 12	NOTE 11	NOTE 10	NOTES		NOTE 5	NOTE 4	NOTE 3	SCHED	
20         30         40         50         Table of mm         90         100         110         120         130	THIS IS SHEET 183 OF DP270778 WHICH REPLACES SHEET 18 AS REGARDS LOT 11 AND IS AN ADDITIONAL SHEET.			PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLARE BETWEEN RL 1030 AND RL 10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTIS SHOWN ON SHEETS 49-51 (LEVEL 4)	PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.95 AND RL10.15 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)	RL10.30 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4 )					PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE	PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL10.15 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4 )	RL10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 46-54 (LEVELS 3 MEZZAINE, 4 AND 4 MEZZANINE)	SCHEDULE OF BOUNDARY LIMITS RELATING TO SHEET NOTE 4 PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT			THE LOT'S SHOWN ON SHEET'S 49-51 (LEVEL 4)		PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL'10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4.)	PART LOT 37 IS LIMITED IN STRATUM TO THE UPPER AND LOWER LIMITS AS NOTED ON SHEETS 12-24 (LEVEL 1)	PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL13 40	FARLICULAR IS LIMITED IN UEPTIFIO THE HORIZONIAL FLAVE AT RL10.15 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4.)	(Sheets 12:24) and unlimited in height	PART LOT 39 IS LIMITED IN DEPTH TO THE LOWER LIMITS OF THE LOT AS NOTED ON BASEMENT & BELOW (SHEET 3-11) AND LEVEL 1	PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 46 54 (LEVELS 3 MEZZANE, 4 AND 4 MEZZANINE)	PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL10:30 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-54 (LEVEL 4 AND 4 MEZZANINE)	SCHEDULE OF BOUNDARY LIMITS RELATING TO SHEET 39	
140					NOTE 41	NOTE 40	NOTE 39	NOTE 38	NOTE 37	NOTE 36	NOTE 35	NOTE 34		41 NOTE 33			NOTE 23	NOTE 22	NOTE 21	NOTE 20	NOTE 19	NOTE 18	NOTE 4	NOTE 16	NOTE 15	NOTE 14	39	
	Surveyors Ret: 6543	MICHAEL TRIFIRO 30/01/2018				2 PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI 9.89 AND RI 10.20 AND UNLIMITED IN HEIGHT	PART LOT 39 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE RL8.85 AND UNLIMITED IN HEIGHT	PART LOT 39 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE RL9.45 AND UNLIMITED IN HEIGHT	Z PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.10 AND RL10.20 AND UNLIMITED IN HEIGHT	PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.85 AND RL10.20 AND UNLIMITED IN HEIGHT	5 PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL8.90 AND RL9.85 AND UNLIMITED IN HEIGHT	PART LOT 35 IS LIMITED IN DEPTH TO THE HORIZONTAL PLAVE AT RL10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)					PART LOT 39 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.75 AND UNLIMITED IN HEIGHT	2 PART LOT 39 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.75 AND UNLIMITED IN HEIGHT			<ul> <li>RL7.20 AND RL8.60 AND UNLIMITED IN HEIGHT</li> <li>PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN</li> <li>RL5.45 AND RL7.20 AND UNLIMITED IN HEIGHT</li> </ul>					THE STRATUM OF PART LOT 37 IN THIS AREA EXTENDS FROM THE LOWER LIMIT OF LEVEL 2 THROUGH TO THE LOWER LIMIT OF LEVEL FOR THE DEPTH LIMITATION REFER TO LEVEL 2 (SHEETS 25:34) AND FOR THE HEIGHT LIMITATION REFER TO LEVEL 4 (SHEETS 49:51)		(S
		PLAN OF SUB EASEMENTS /			INE BETWEEN	NE BETWEEN	PLANE AT	PLANE AT	INE BETWEEN	NNE BETWEEN	INE BETWEEN	OF THE LOTS	VER LIMITS OF	NE BETWEEN			PLANE AT	PLANE AT	ANE BETWEEN	ANE BETWEEN	ANE BETWEEN	ANE BETWEEN	HT	TS 49-51) ANE BETWEEN	FROM THE NT OF LEVEL 4. S 25-34) AND	FROM THE IIT OF LEVEL 4. 'S 25-34) AND TS 49-51)		(Sheet 45 Of
		DIVISION OF	NOTE 41 NOTE 58 NOTE 59	NOTE 40	NOTE 37	NOTE 36	NOTE 16	SCH			NOTE 46	NOTE 45	NOTE 44			NOTE 42	NOTE 41	NOTE 39	NOTE 37		NOTE 34	NOTE 2	NOTE 25	NOTE 16	NOTE 10	NOTE 4	SCH	OF 97 SHEETS)
		PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	PART LOT 37 RL9.10 AND P PART LOT 38 RL8.75 AND L PART LOT 39 RL7.85 AND L	Part Lot 39 RL8.85 and L Part Lot 37 RL9.89 and F		PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.85 AND RL10.20 AND UNLIMITED IN HEIGHT	16 PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT	SCHEDULE OF BOUNDARY LIMITS		RL8.72 AND RL8.85 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF - LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)			44 PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL9.35 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEFTS 45-51 (1 EVEL 4)	Res. AND LIMITED IN BEGHT TO THE LOWER MOUNT AF FLAVE AT SHOWN ON SHEETS 46-51 (LEVEL 3 MEZZANINE AND LEVEL 4)		12 PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL8.4 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS	A1 PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RUS.10 AND RL10.20 AND UNLIMITED IN HEIGHT		PART LOT 3 RL9.10 AND	RL10.45 AND SHOWN ON		FOR THE HEIGHT LIMITATION REFER TO	25 THE STRATUM OF PART LOT 36 IN THIS AREA EXTENDS FROM THE LOWER LIMIT OF LEVEL 2 THROUGH TO THE LOWER LIMIT OF LEVEL 4. CONTREL MAIL OF LEVEL 2 THROUGH TO THE LOWER LIMIT OF LEVEL 4.		10 PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL13.40	PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 46-54 (LEVELS 3 MEZZAINE, 4 AND 4 MEZZAINE)	SCHEDULE OF BOUNDARY LIMITS	ETS)
	Subdivision No: SC/16/2018 Lengths are in metres. Reduction Ratio	2 11	IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN AL10.20 AND UNLIMITED IN HEIGHT INLIMITED IN DEPTH TO THE HORIZONTAL PLANE AT INLIMITED IN HEIGHT INLIMITED IN HEIGHT	IS LIMITED IN DEPTH TO THE HOHIZONIAL PLANE AT NILMITED IN BEGHT IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN	THE INCLINED PLANE BETWEEN	THE INCLINED PLANE BETWEEN	NLIMITED IN HEIGHT	BOUNDARY LIMITS RELATING TO SHEET 43		Ē									ËZ		THE						BOUNDARY LIMITS RELATING TO SHEET 42	
															NOTE 56 P.		NOTE 55 P.	NOTE 54 P.	NOTE 53 R S			NOTE 51 P.	NOTE 50 P.	NOTE 49 P. R	NOTE 48 P.	NOTE 47 P.		
	20.4.2010	ä								L9.8 AND LIMITED IN HEIGHT ' HOWN ON SHEETS 46-48 (LEV	RL7.85 AND UNLIMITED IN HEIGHT PART LOT 35 IS LIMITED IN DEPTH	ART LOT 39 IS LIMITED IN DEP	FART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED FLAME THE RL'S SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT	OTS SHOWN ON SHEETS 46-4	ART LOT 39 IS LIMITED IN DEP	RL8.85 AND RUP.15 AND LIMITED IN HEIGHT TO THE LO	LOTS SHOWN ON SHEETS 46-48 (LEVEL 3 MEZZANINE) PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PI	ART LOT 39 IS LIMITED IN DEF L8.40 AND RL8.85 AND LIMITED	ART LOT 35 IS LIMITED IN DEF L9.35 AND LIMITED IN HEIGHT HOWN ON SHEETS 46-48 (LEV	L10.45 AND LIMITED IN HEIGH HOWN ON SHEETS 46-48 (LEV	FL10.25 AND FL10.45 AND LIMITED IN HEIG LOTS SHOWN ON SHEETS 49-51 (LEVEL 4) PART LOT 35 IS LIMITED IN DEPTH TO THE	ART LOT 37 IS LIMITED IN DEP	ART LOT 37 IS LIMITED IN DEP	ART LOT 37 IS LIMITED IN DEF L9.45 AND RL10.45 AND LIMITE JTS SHOWN ON SHEETS 49-5	PART LOT 37 IS LIMITED IN DEPTH TO THE RUS 15 AND RUS 25 AND LIMITED IN HEIGHT LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)	PART LOT 37 IS LIMITED IN DEPTH TO THE RI8.85 AND RI.9.15 AND LIMITED IN HEIGHT LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)		
	ADDITIONAL SHEET 183	DP 270778								RL98 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 46-48 (LEVEL 3 MEZZANINE)	3HT 7TH TO THE HORIZONTAL PLANE AT	PL8.75 AND UNLMITED IN HEIGHT PART LOT 39 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT	PART LOT 39 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT MEAN	ביאסי האיז האיז איז איז איז איז איז איז איז איז איז	THE TO THE INCLINED PLANE BETWEEN	RL8.85 AND RL9.15 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE	18 (LEVEL 3 MEZZANINE) 17H TO THE INCLINED PLANE BETWEEN	PART LOT 39 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL8.40 AND RL8.85 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE	PART LOT SI IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL9.35 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 46-48 (LEVEL 3 MEZZANINE)	RL10 45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 46-48 (LEVEL 3 MEZZANINE)	RL10.25 AND RL10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4) PART LOT 35 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT	UMITS OF THE LOSS SHOWN ON SHEETS 455 (ILEELA) UMITS OF THE LOSS SHOWN ON SHEETS 455 (ILEELA) PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN	TH TO THE INCLINED PLANE BETWEEN	PART LOT 37 IS LIMITED IN DEPH TO THE INCLINED PLANE BETWEEN RIS 45 AND RLIO 45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 145-1 (LEVEL 4)	PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI.9.15 AND RI.9.25 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)	PART LOT 37 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI& 35 AND RI& 15 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 49-51 (LEVEL 4)		

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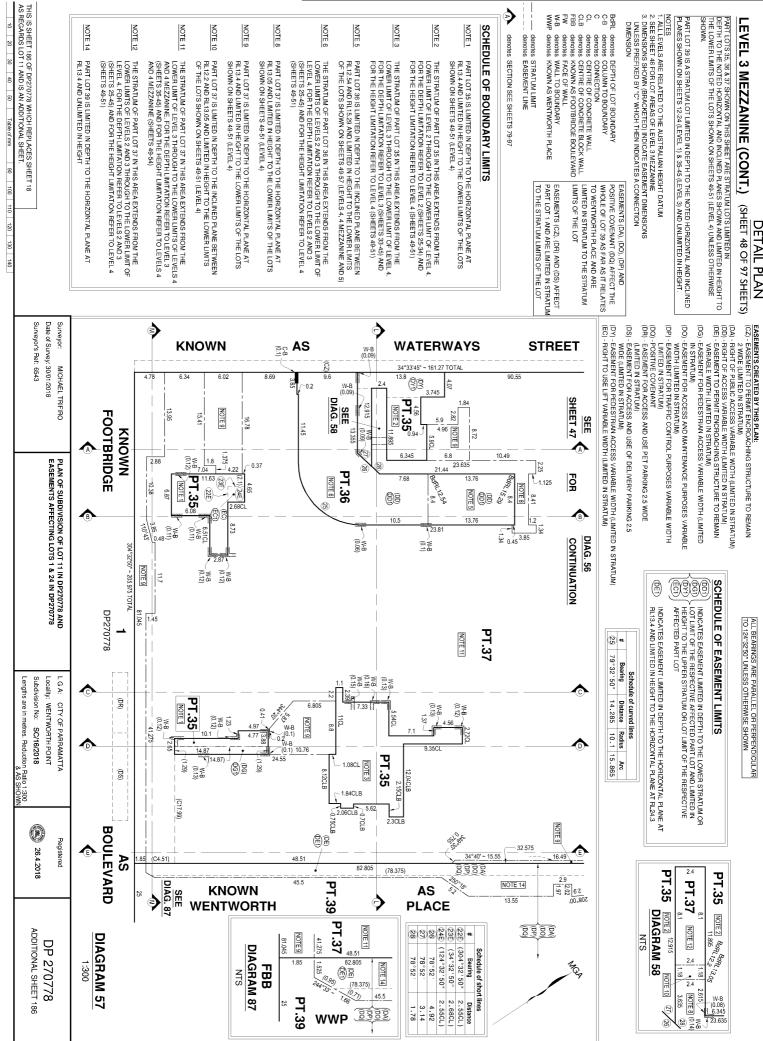
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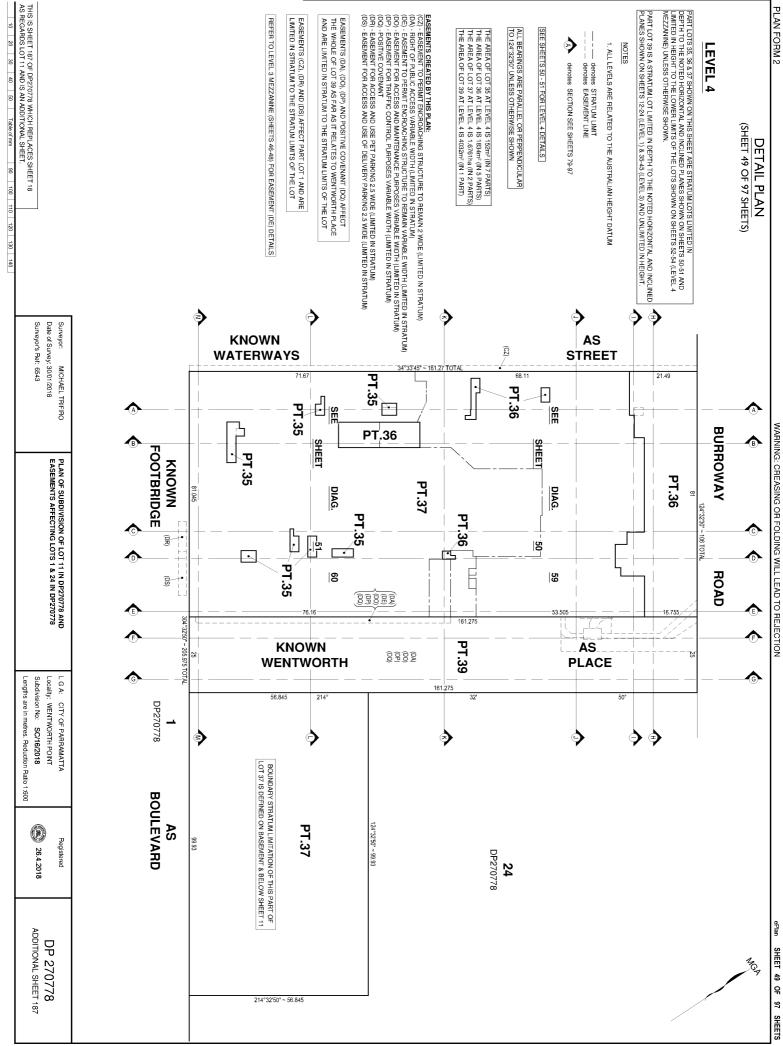


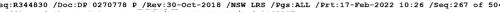
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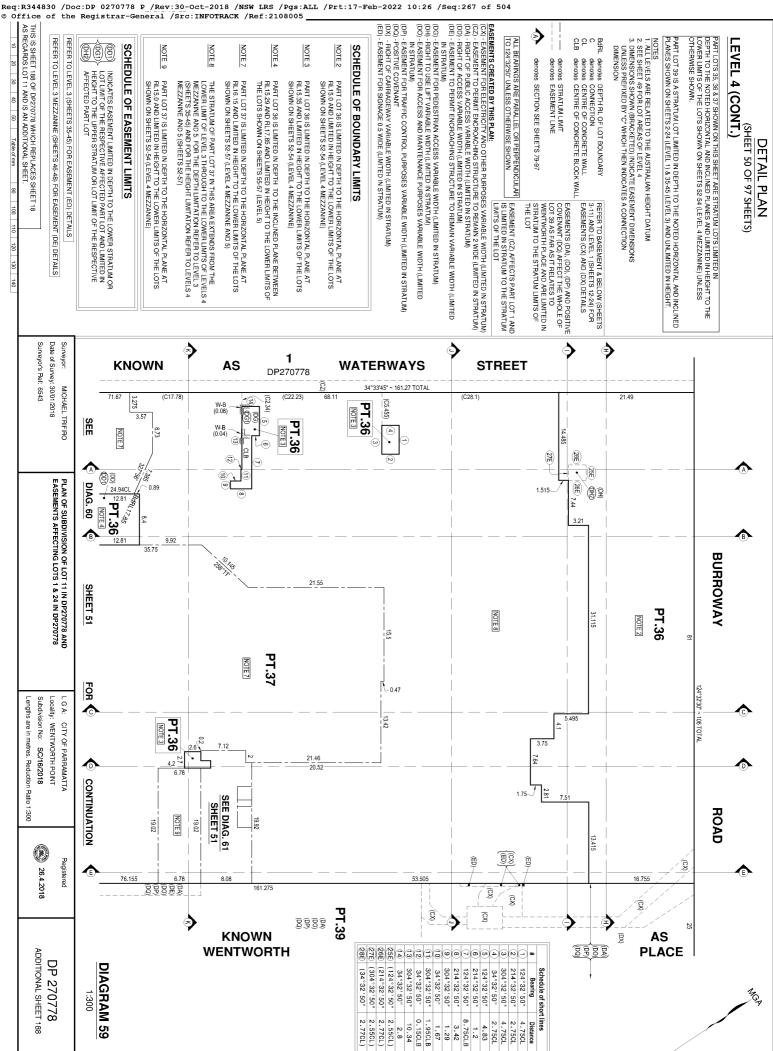
SHEET 48 OF 97 SHEETS

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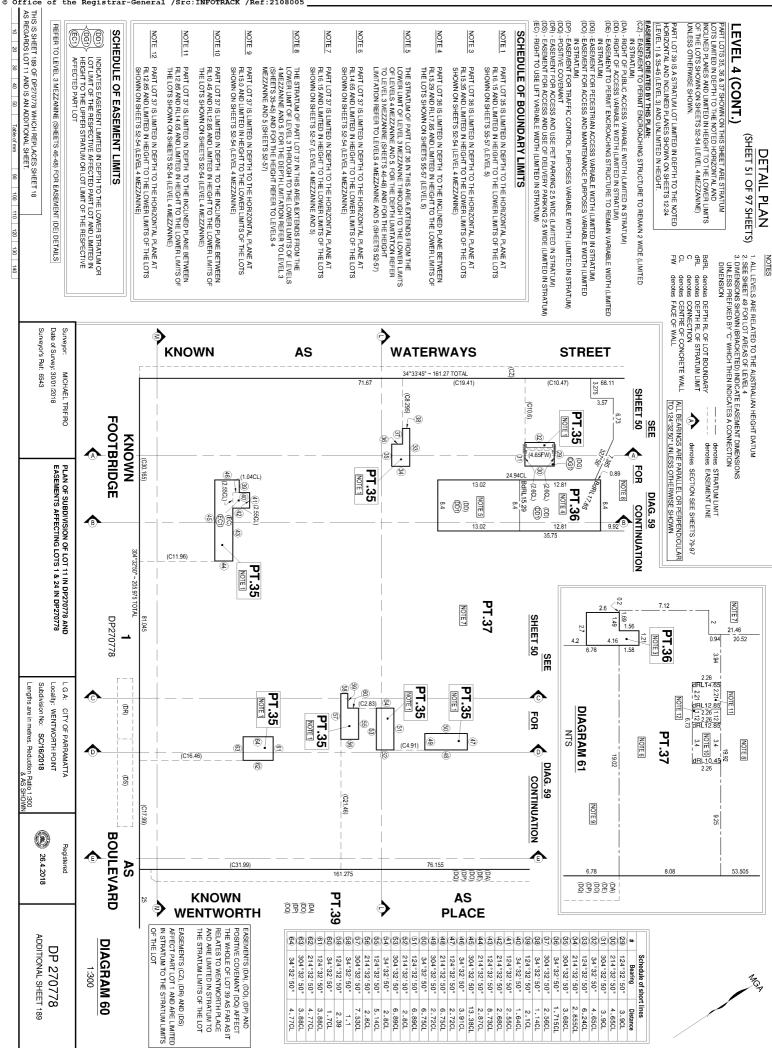
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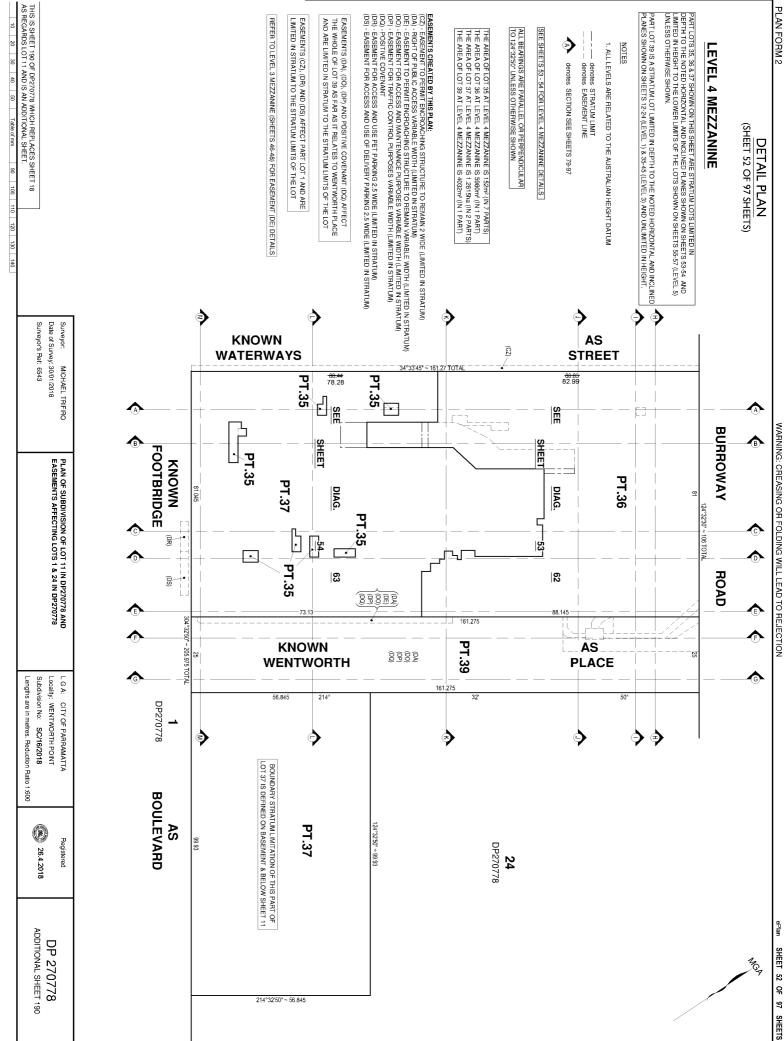
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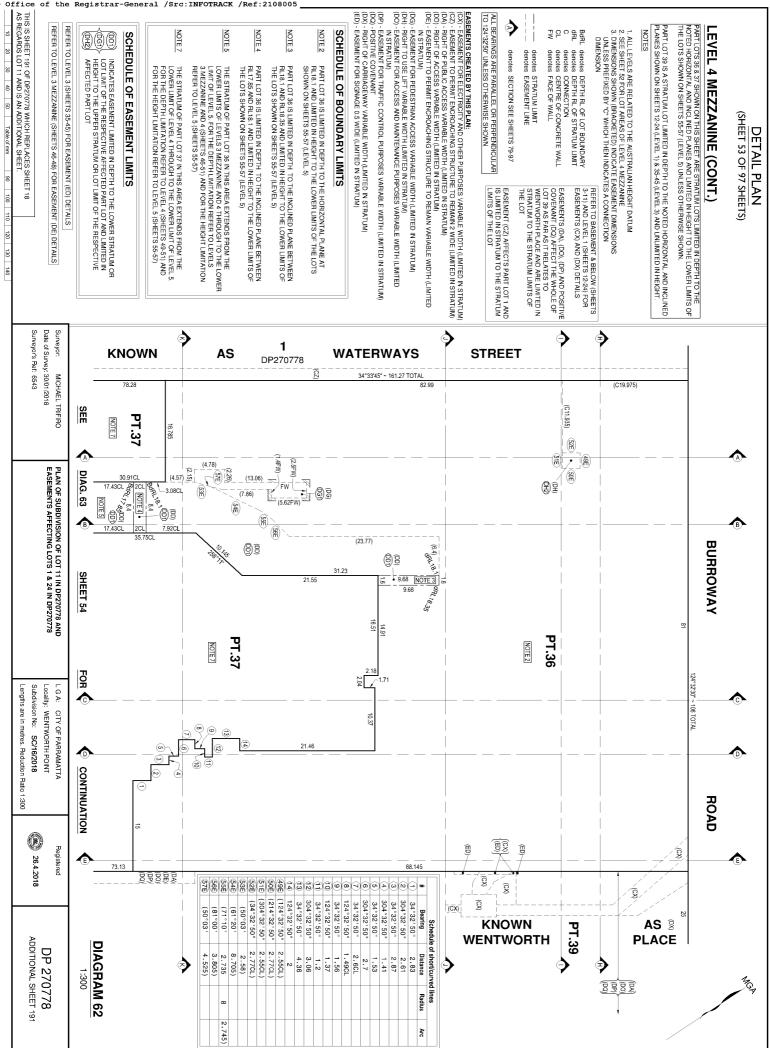
SHEET 51 OF 97 SHEETS



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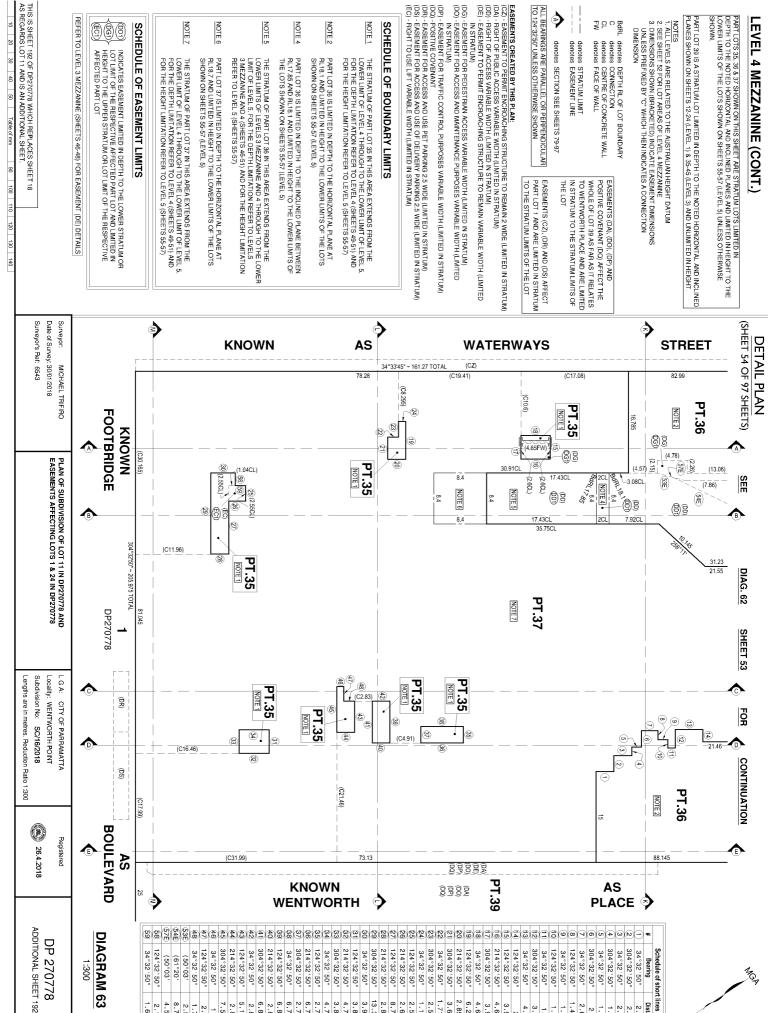


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1.715CL 2.56CL 1.14CL

3.68CL 2.855CL 6.24CL 3.9CL 4.65CL 3.9CL 4.65CL

2.55CL 2.68CL 8.73CL

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124°32'50'

2.39 1.7CL 2.58) 8.705)

6.89CL 2.8CL 6.89CL 2.8CL

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1.1 14CL 3.91CL 3.88CL 4.77CL 3.88CL 3.88CL 4.77CL 2.72CL 2.72CL 2.72CL 2.72CL 2.72CL

13.38CL

2.87CL

(50°03'

4.525) 2.1CL 1.64CL

1:300

SHEET 54 OF 97 SHEETS

Schedule of short lines 34°32'50"

Bearing

Distance

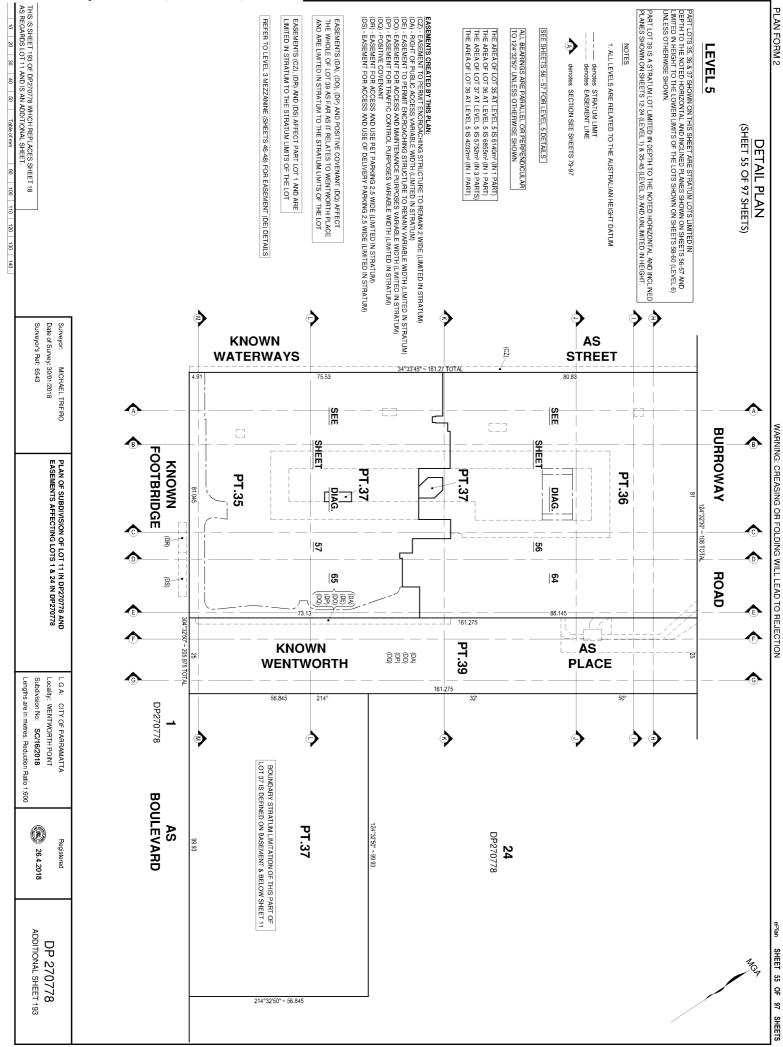
2.83 2.61 2.87 1.41

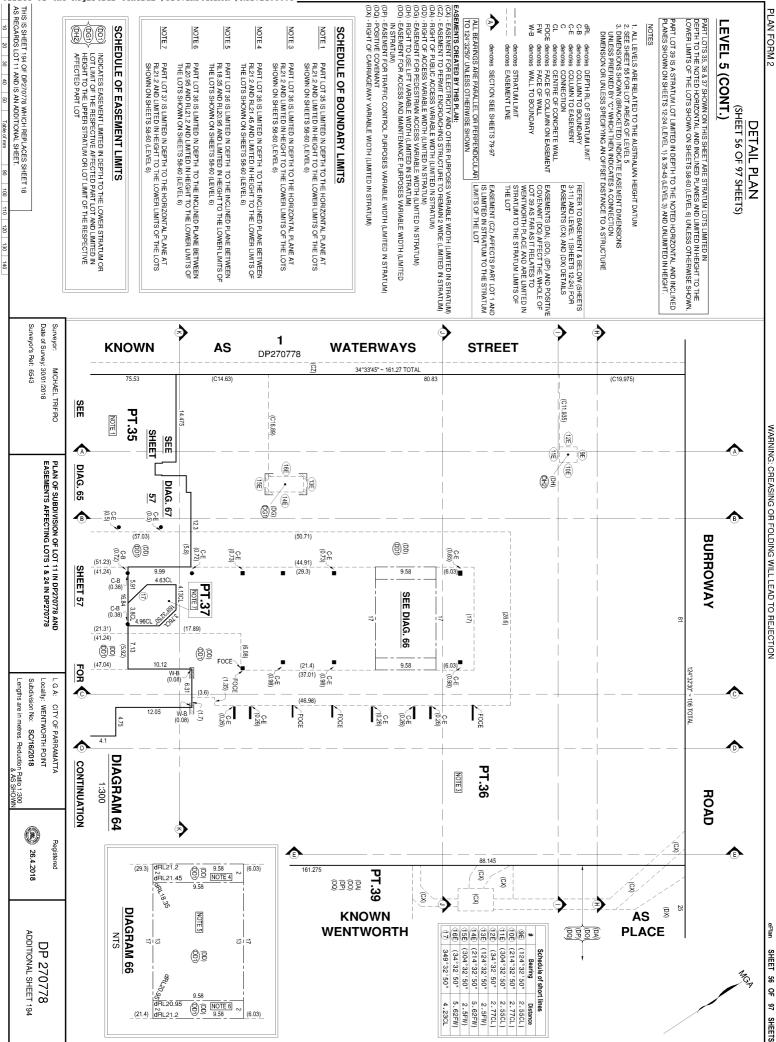
2.6CL 1.49CL 1.56 1.37 1.2 3.06 4.36

1.53

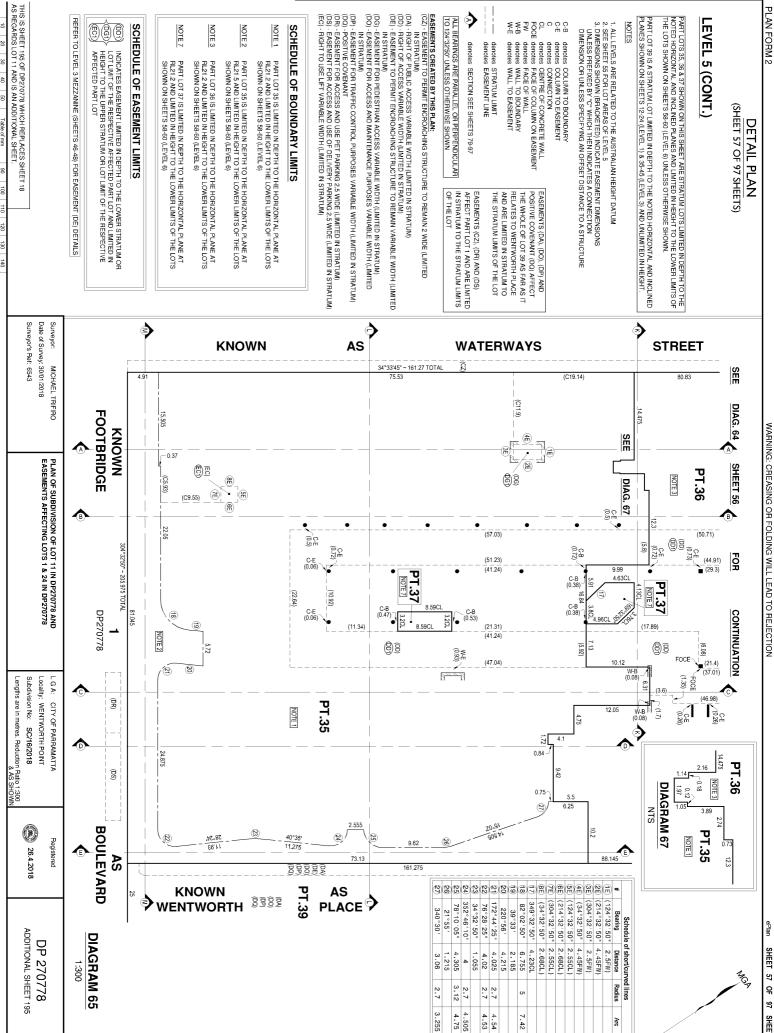
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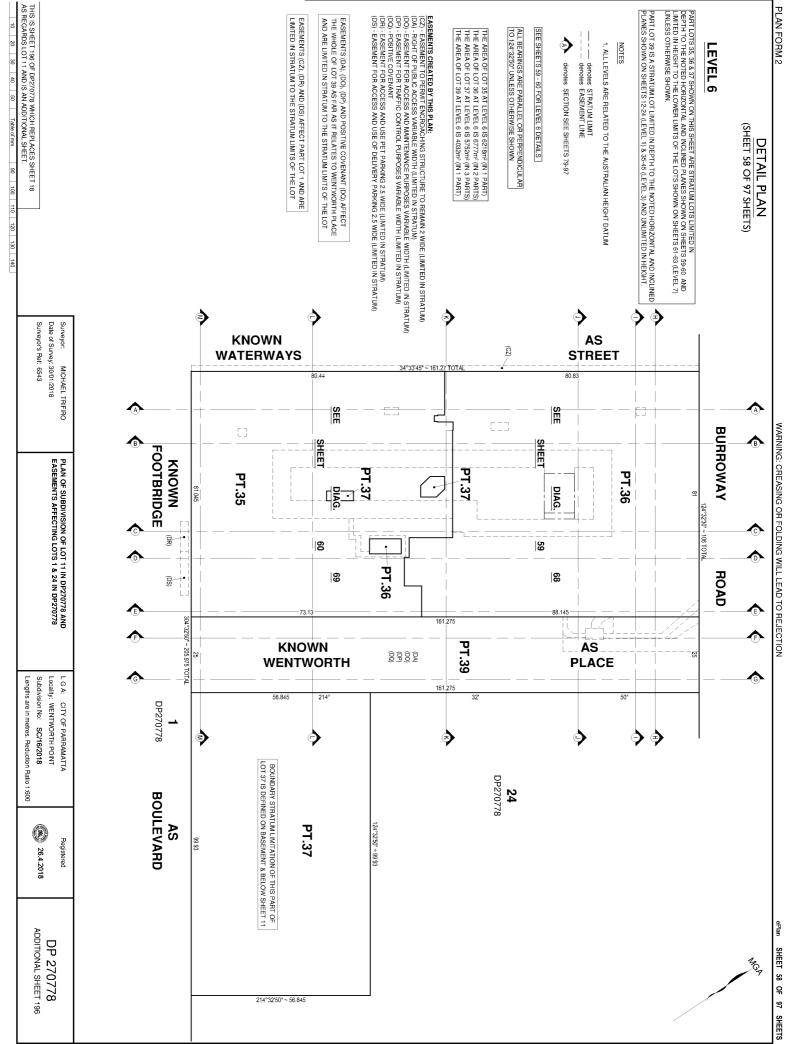
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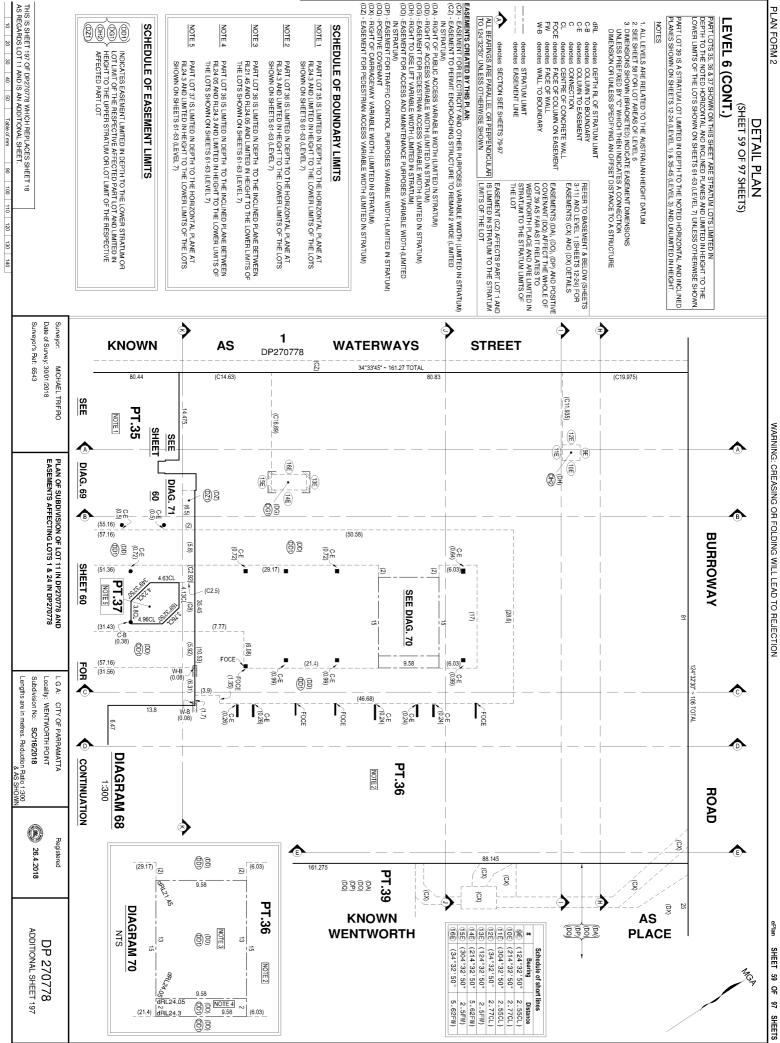
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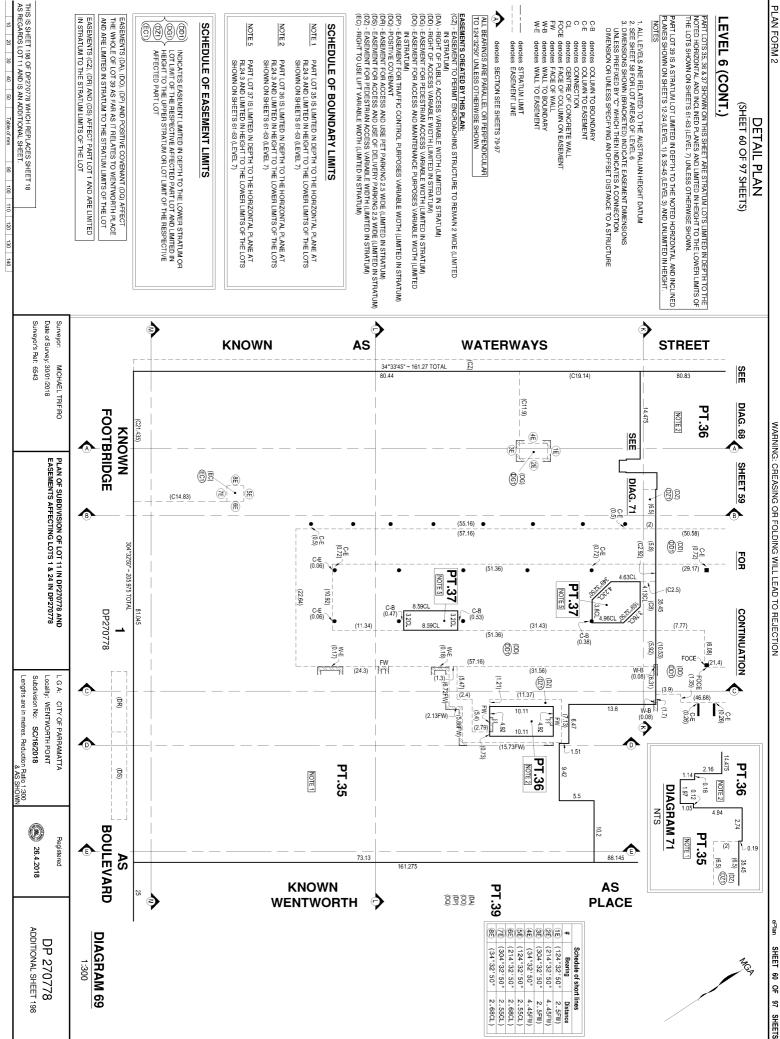


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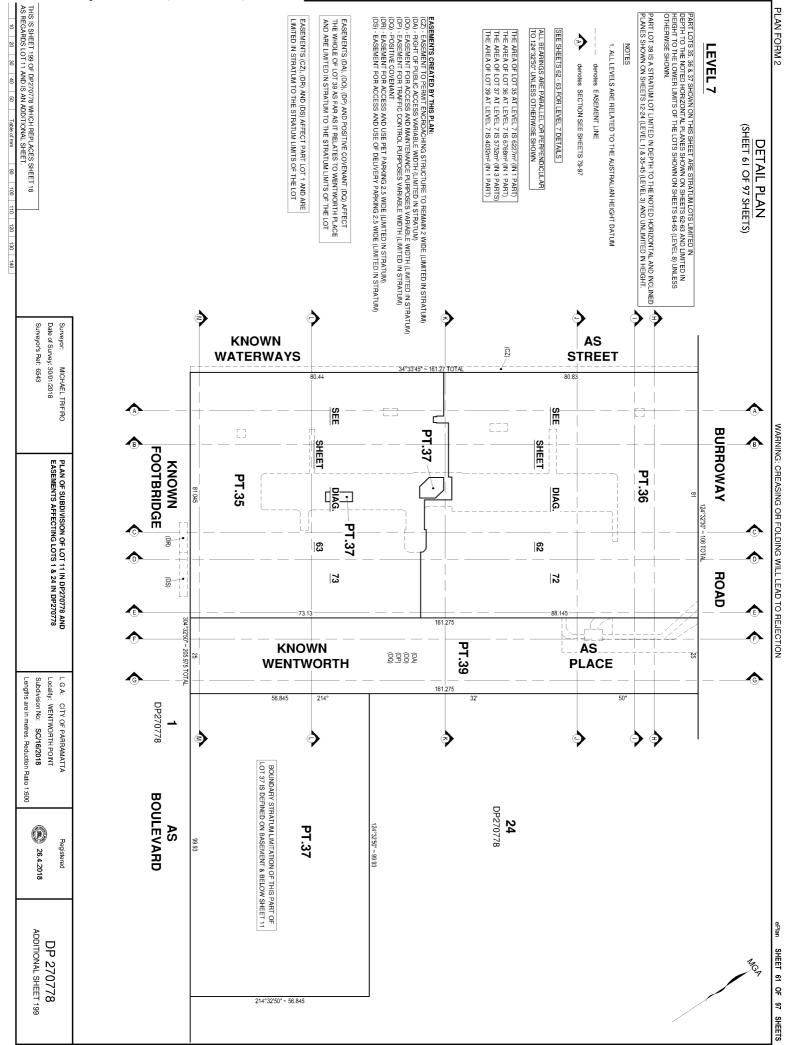


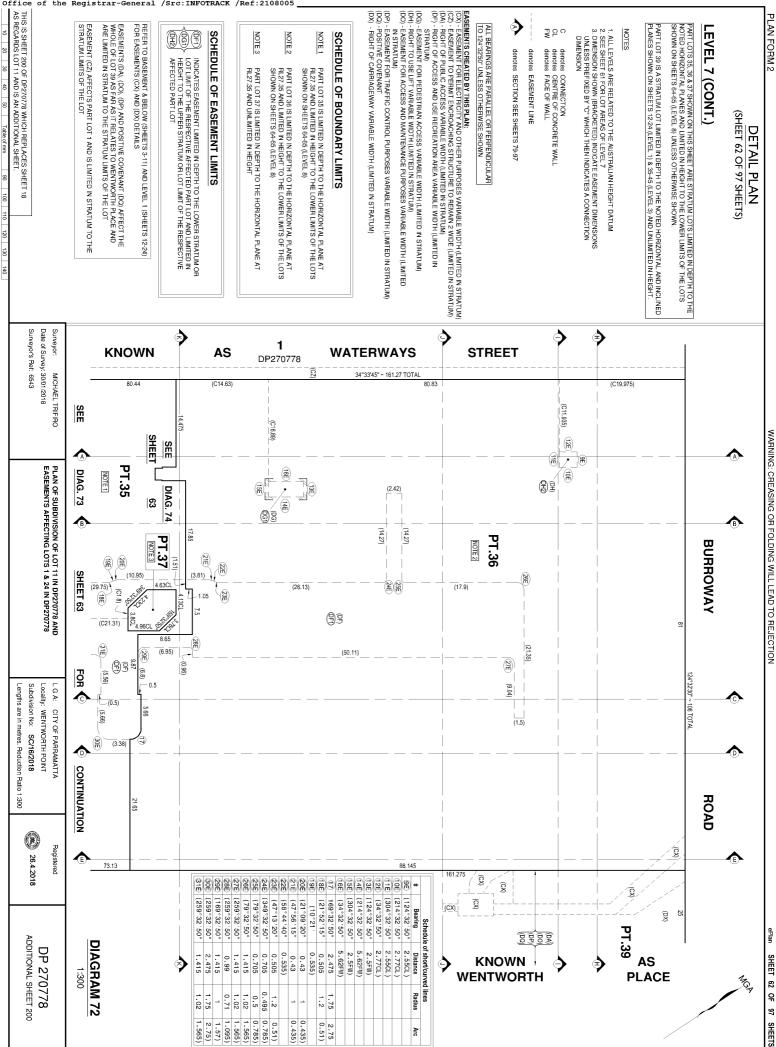
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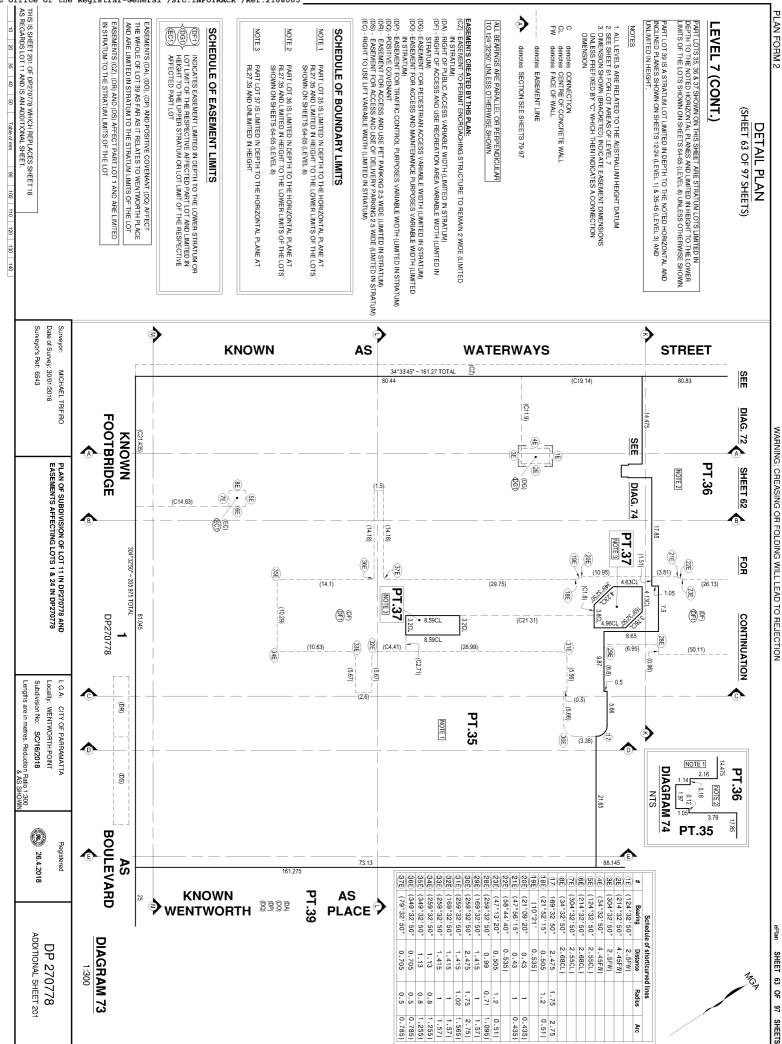


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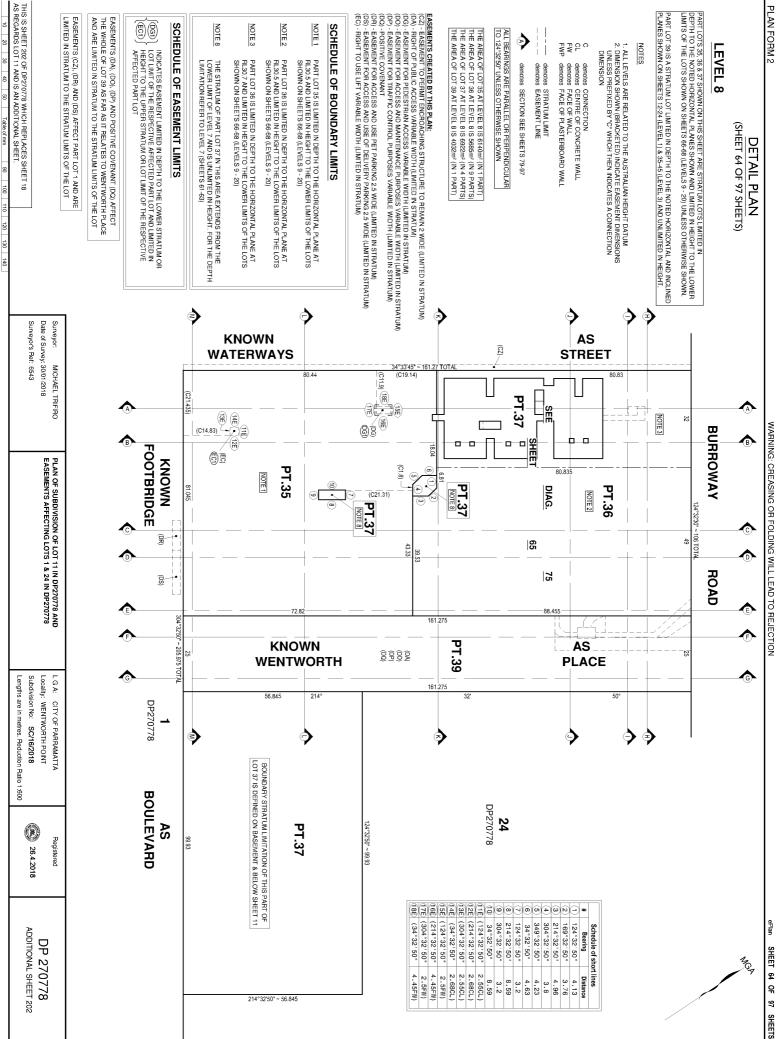




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SHEET 65 OF 97 SHEETS

EASEMENTS OREATED BY THIS PLAY: (CX) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CZ) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CA) - REAGNET FO PERMIT ENCROACHING STRUCTURE TO REMAIN 2 WIDE (LIMITED IN STRATUM) (CA) - REAGNET FOR FEDESTICATIONA ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CB) - REASEMENT FOR FEDESTICATIONA ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CD) - RASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) THIS IS SHEET 203 OF DP270778 WHICH REPLACES SHEET 18 AS REGARDS LOT 11 AND IS AN ADDITIONAL SHEET. (DP) - EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DQ) - POSITIVE CONTRANT (DX) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (Ι ΜΙΤΕΓΙ ΙΝ STRATI ΜΛ 1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM 2. SEE SHEET 64 FOR LOT AREAS OF LEVEL 8 DIMENSION SHOWN (BRACKETED) INDICATE EASEMENT DIMENSIONS UNLESS PREFIXED BY '0° WHICH THEN INDICATES A CONNECTION DIMENSION OF UNLESS SPECIFYING AN OFFSET DISTANCE TO A STRUCTURE PART LOTS 35, 36 & 37 SHOWN ON THIS SHEET ARE STRATUM LOTS I MATED IN DEPTH TO THE NOTED HORIZONTA, PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 86 68 (LEVELS 9 - 20) UNLESS OTHERWISE SHOWN. ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 124°32'50° UNLESS OTHERWISE SHOWN PART LOT 39 IS A STRATUM LOT LIMITED IN DEPTH TO THE NOTED HORIZONTAL AND INCLINED PLANES SHOWN ON SHEETS 12:24 (LEVEL 1) & 35-45 (LEVEL 3) AND UNLIMITED IN HEIGHT. - POSITIVE COVENANT - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) SCHEDULE OF EASEMENT LIMITS NOTE 7 NOTE 6 NOTE 3 NOTE 2 NOTE 1 SCHEDULE OF BOUNDARY LIMITS ND/OATES EASEMENT IMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PARTLOT AND LIMITED IN HEIGHT TO THE UPERR STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT PART LOT 38 IS LIMITED IN DEPTH TO THE HORIZONTAL PLAVE AT RL307 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLAVE AT RL3215 PART LOT 37 EXISTS ABOVE THE HORIZONTAL PLAVE AT RL3215 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 38 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 66-68 (LEVELS 9 - 20) PART LOT 38 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.7 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL33.55. PART LOT 37 EXISTS ABOVE THE HORIZONTAL PLANE AT RL33.55 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 36 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE CONFIGURATION AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE THE STRATUM OF PART LOT 37 IN THIS AREA EXTENDS FROM THE LOWER LIMIT OF LEVEL 7 AND IS UNLIMITED IN HEIGHT. FOR THE DEPTH LIMITATION REFER TO LEVEL 7 (SHEETS 61-63) PART LOT 37 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.7 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 66-68 (LEVELS 9 - 20) PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.7 AND UNLIMITED IN HEIGHT PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 66-68 (LEVELS 9 - 20) PART LOT 35 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 66-68 (LEVELS 9 - 20) PART LOT 36 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.7 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 66-68 (LEVELS 9 - 20) LOTS SHOWN ON SHEETS 66-68 (LEVELS 9 - 20) ᢀ ¥₹CΩ B denotes SECTION SEE SHEETS 79-97 denotes denotes denotes STRATUM LIMIT denotes EASEMENT LINE denotes denotes 35 CONNECTION 35 CENTRE OF CONCRETE WALL 35 FACE OF WALL 35 WALL TO BOUNDARY \$ Surveyor's Ref: 6543 Date of Survey: 30/01/2018 Surveyor: Ż ථ θ **DIAGRAM 75** 1 KNOWN WATERWAYS STREET AS DP270778 :300 (CZ 34°33'45" ~ 161.27 TOTA MICHAEL TRIFIRO 80.83 2.4/CL 13.46 0.25 5 (0.25) NOTE 5 3.15CL →W-B (0.25) 6.06CI (0.25) (0.25) 5.95 PT.37 8.06CL 24.41CL 8.06CL 24.41CL 8.06CL 24.41CL PT.36 (C1.44) NOTE 4 SEE NOTE 7 1.605 5 (5.27) (5.27) (11.04) (11.04) (13.4) 11.98CL ABOVE BELOW PT.37 8.06CL 2.34CI Â (1.82) 1.35CL PT.36 NOTE 4 2.7CL (2.7FW) 4.09 PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778 3.69C 2.80 2.06 NOTE 3 PT.35 PT.36 6 740 32 3.69CL NOTE 1 **PT.36** NOTE 6 (13.4) Ň (5.72CL) (5.72CL) NOTE 6 1.35CL 88 2.34Cl (C11.27) 12.45CL 6.74CL 2.51CL 12.45 (12.61 12.49CL 10 (C3.05) (C3.05) B B B C(3.04) B C(3.73) 6.64CL 27 6.64CL 18.04 15.36 (C5.21) (C4.16) BURROWAY 15 55 SHEET 64 80.83 4.13 PT.37 FOR 124°32'30" ~ 106 TOTAL Subdivision No: SC/16/2018 Locality: WENTWORTH POINT L G A: CITY OF PARRAMATTA engths are in metres. Reduction Ratio 1:300 PT.36 NOTE 2 49 39.53 43.33 CONTINUATION ROAD ۲ Registered (CX 26.4.2018 72.82 88.455 161.275 (CX ∅ (Q PT.39 2 (Q) ĝ (DX) EASEMENTS (DA), (DO), (DP) AND POSITIVE COVENANT (DO) AFFEOT THE WHOLE OF LOT 39 AS FAR AS IT RELATES TO WENTWORTH PLACE AND ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF 23 EASEMENT (CZ) AFFECTS PART LOT 1 AND IS LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOT EASEMENTS (CX) AND (DX) DETAILS REFER TO BASEMENT & BELOW (SHEETS 3-11) AND LEVEL 1 (SHEETS 12-24) FOR THE LOT AS KNOWN BEBE PLACE WENTWORTH ADDITIONAL SHEET 203 304°32'50" 34°32'50" 124°32'50" DP 270778 214°32'50" 304°32'50" 34°32'50" 34°32'50" 304°32'50" 34°32'50" 34°32'50" 124°32'50" 304°32'50" 34°32'50" 124°32'50" 124°32'50" 214°32'50" 304°32'. 34°32'5 214°32'50' 124°32'50" 214°32'50" 214°32'50" 34°32'50" 124°32'50" 304°32' 214°32' 214°32'50" Schedule of short lines 304°32' 124°32'50" 124°32'50" Bearing 50 50" 50 50 Distance . 43CL . 43CL . 43CL . 43CL . 43CL . 43CL 1. 4 .43CL .43CL .43CL .43CL .43CL .43CL .43CL .43CL .43CL 2.91 .43CL .43CL .43CL .43CL

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NOTE 5

NOTE 4

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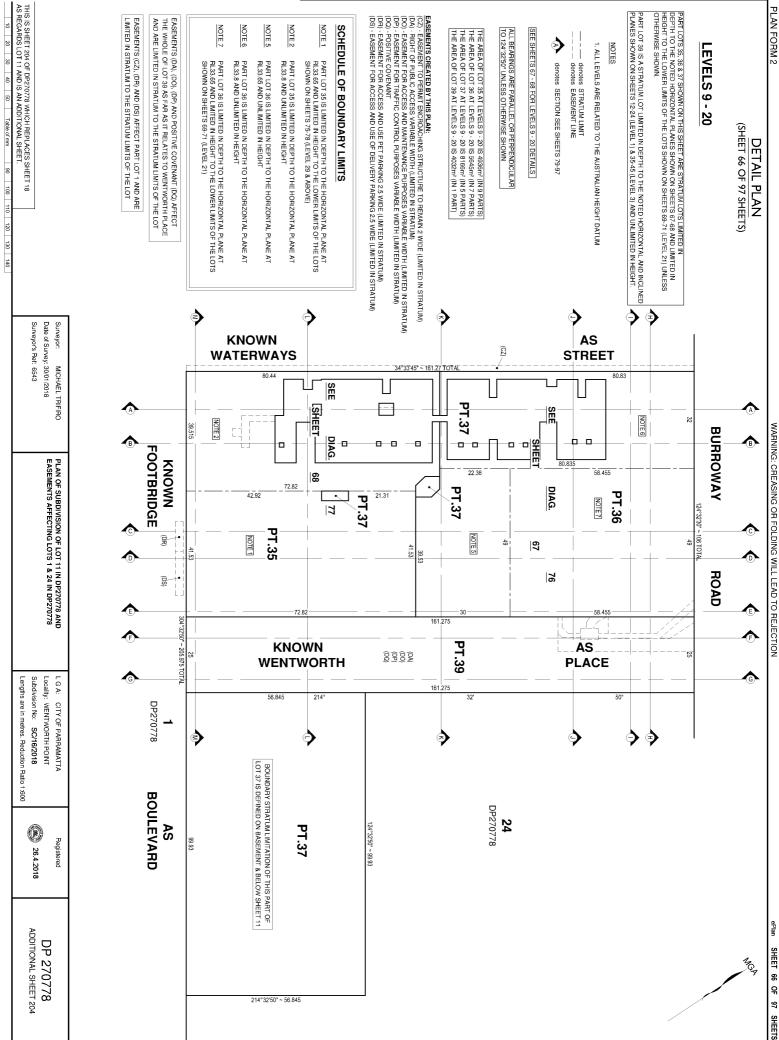
NOTE 8

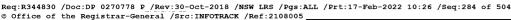
PLAN FORM 2

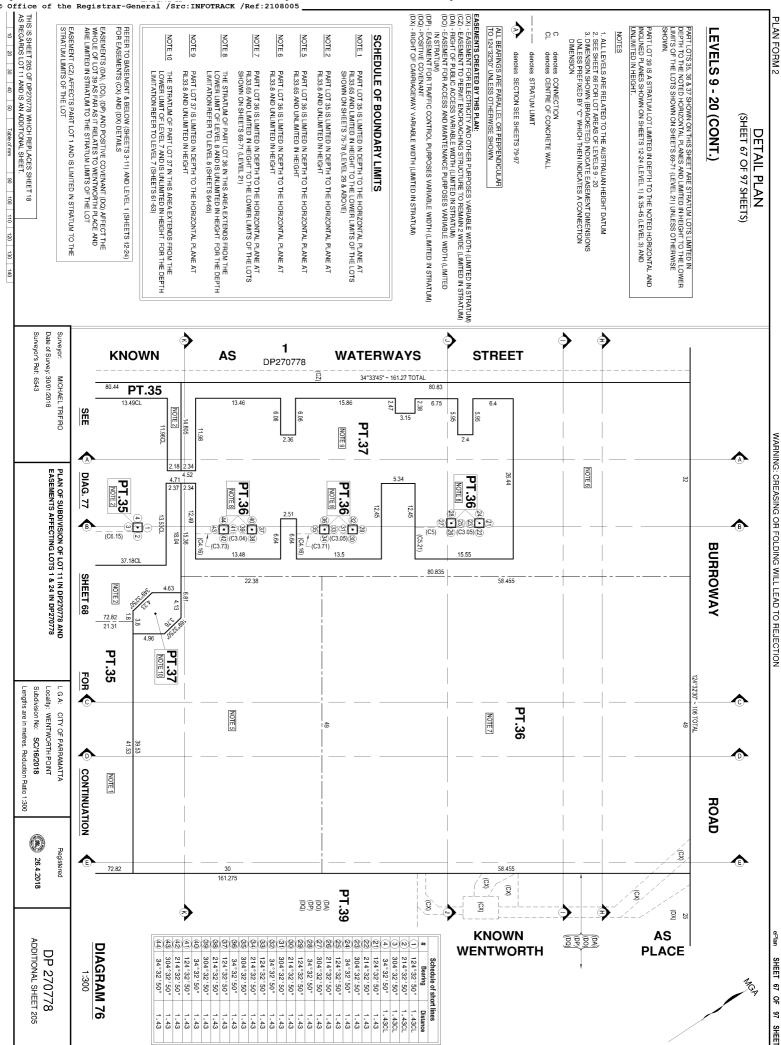
LEVEL 8 (CONT.)

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DETAIL PLAN

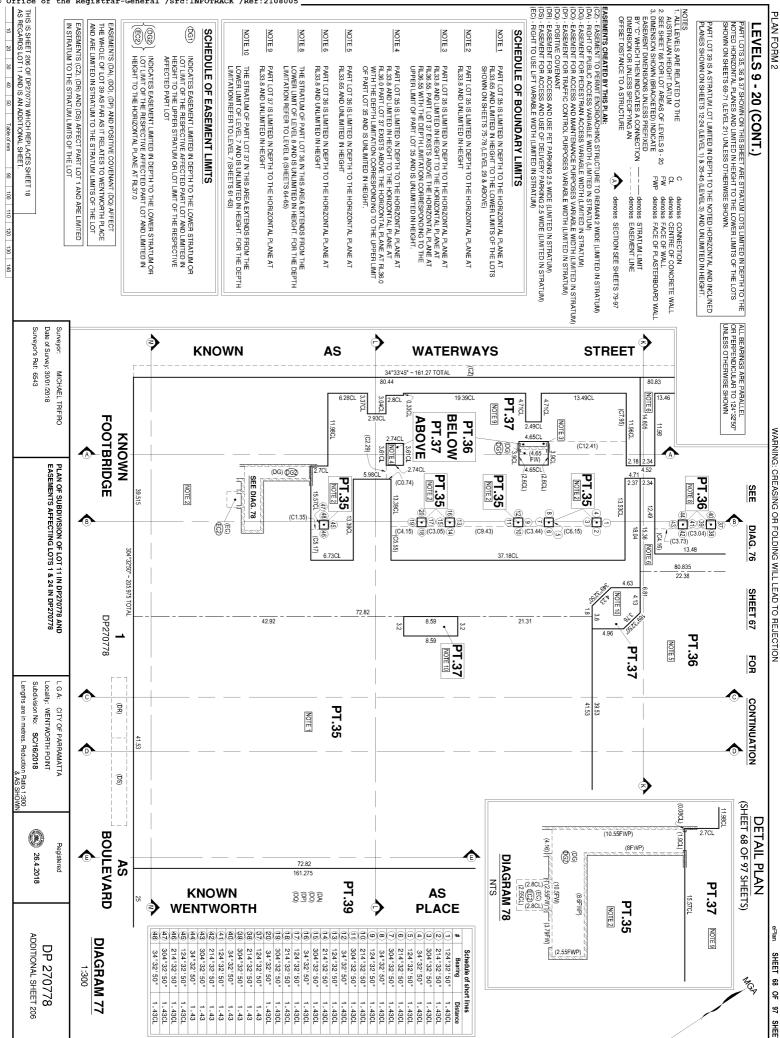






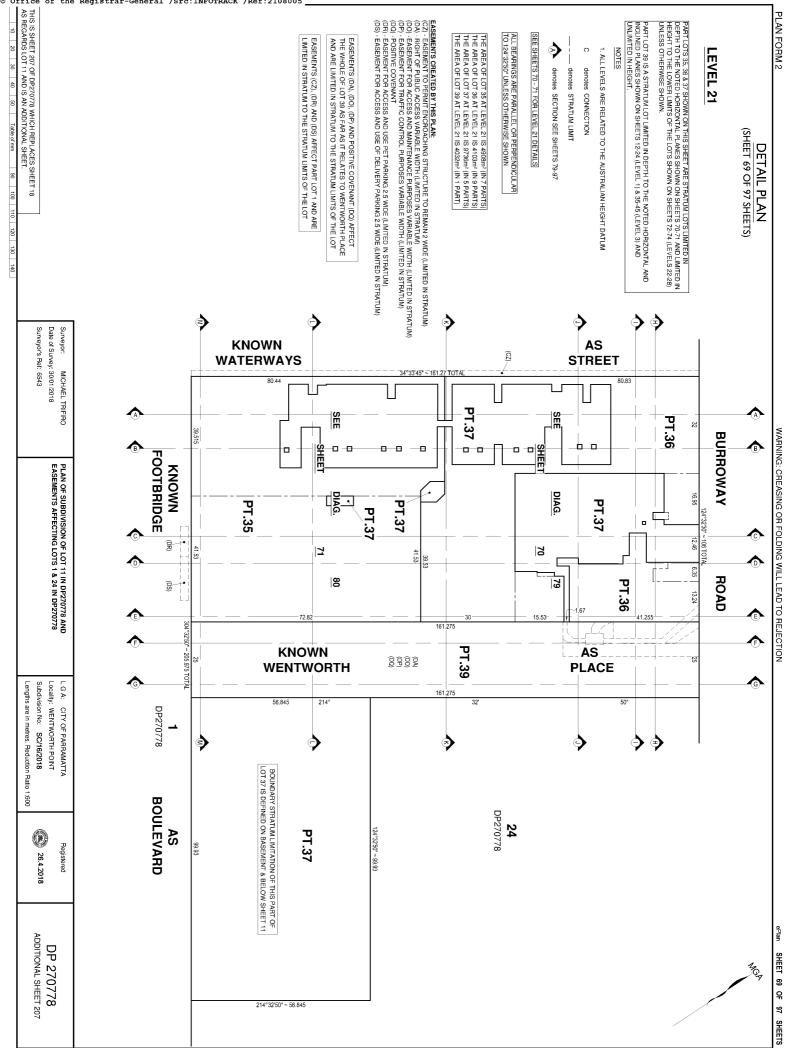
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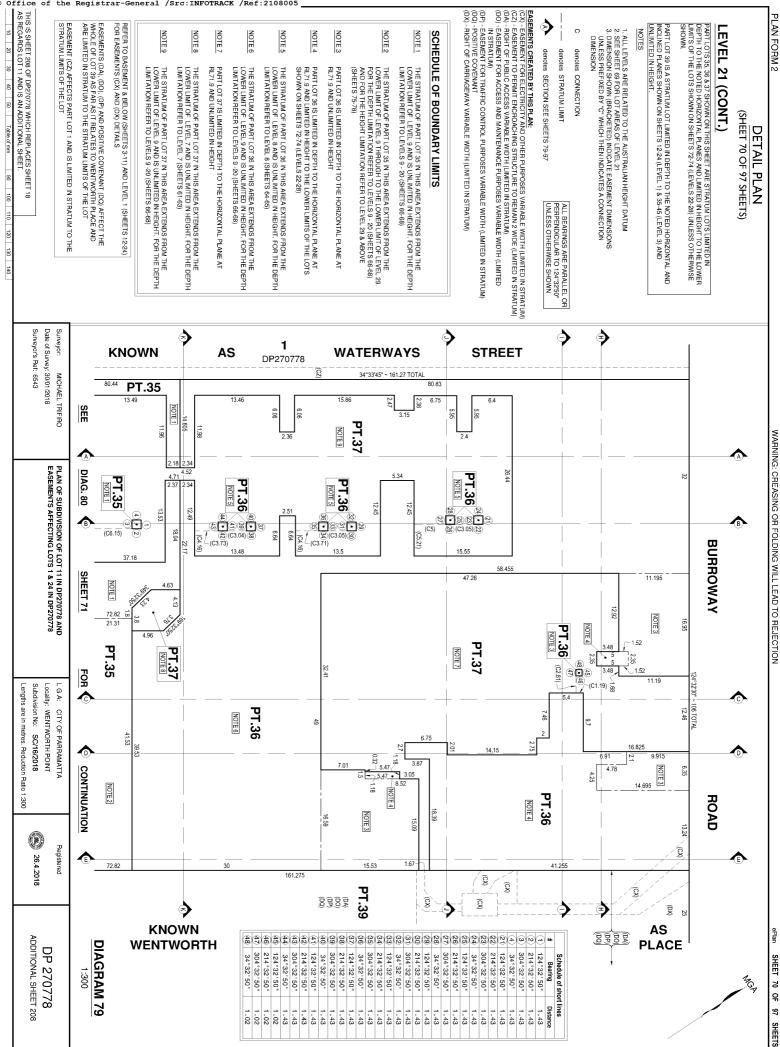
SHEET 67 OF 97 SHEETS



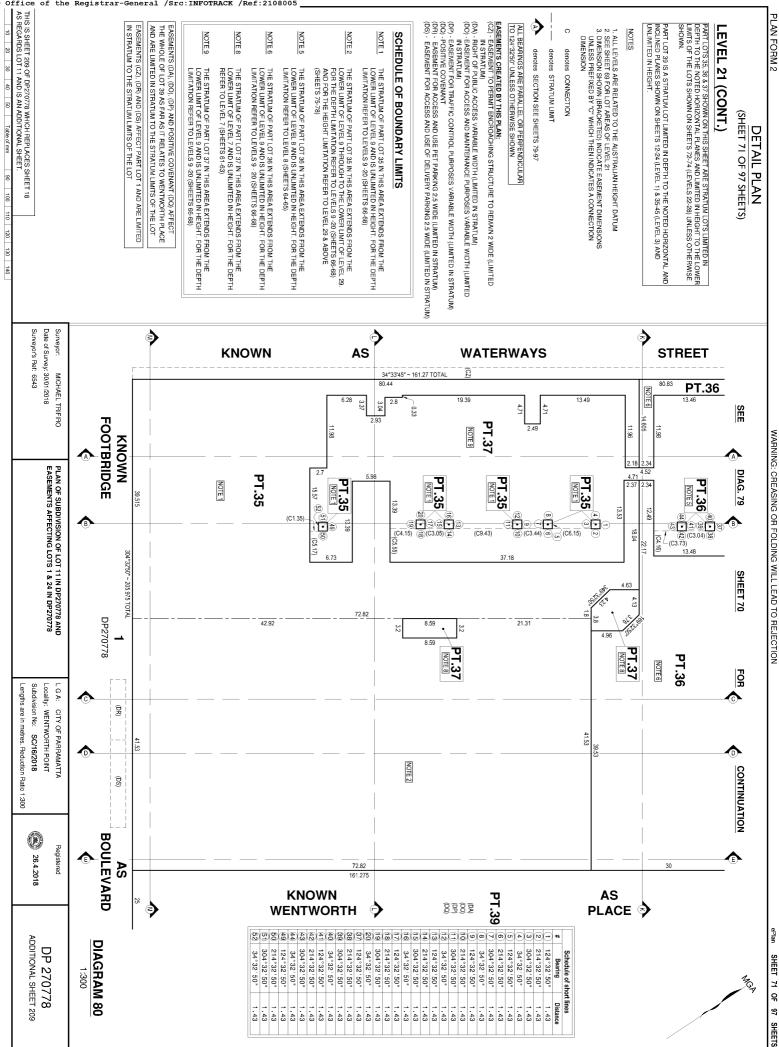
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> Plan SHEET 68 OF 97 SHEETS

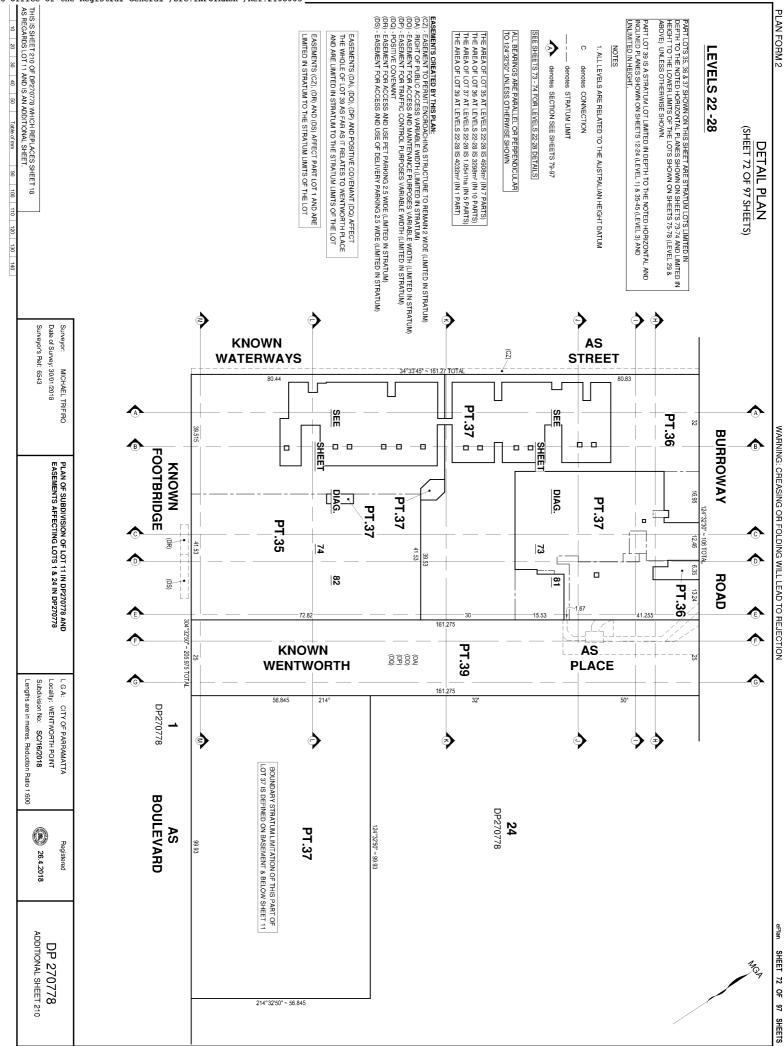


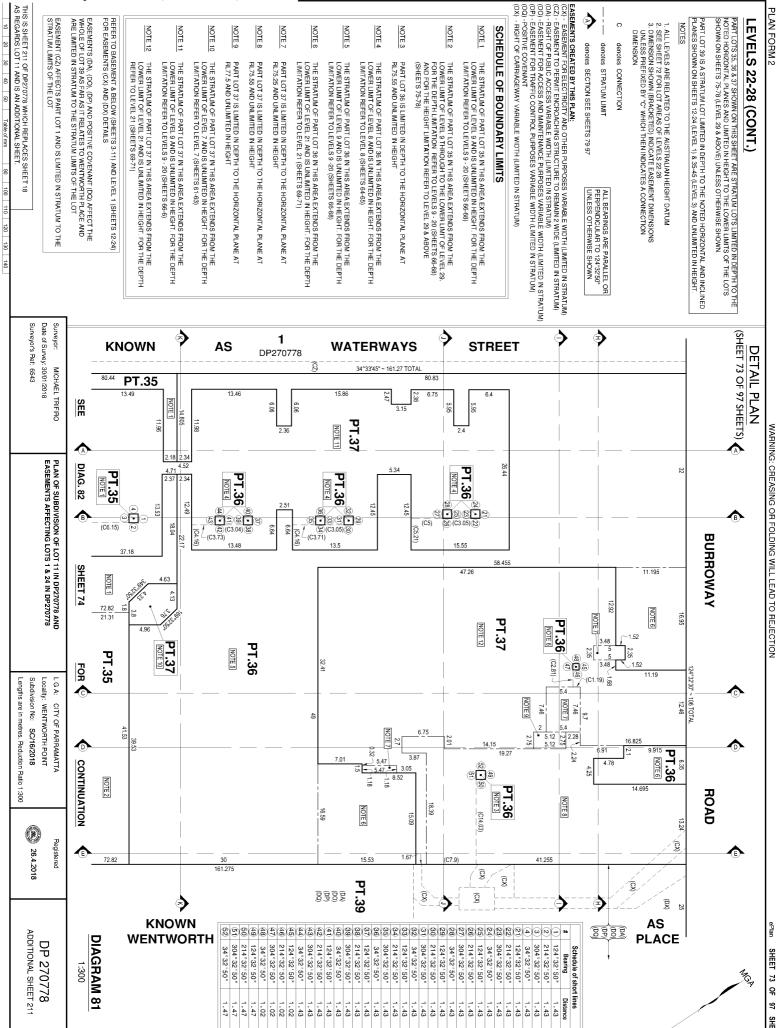


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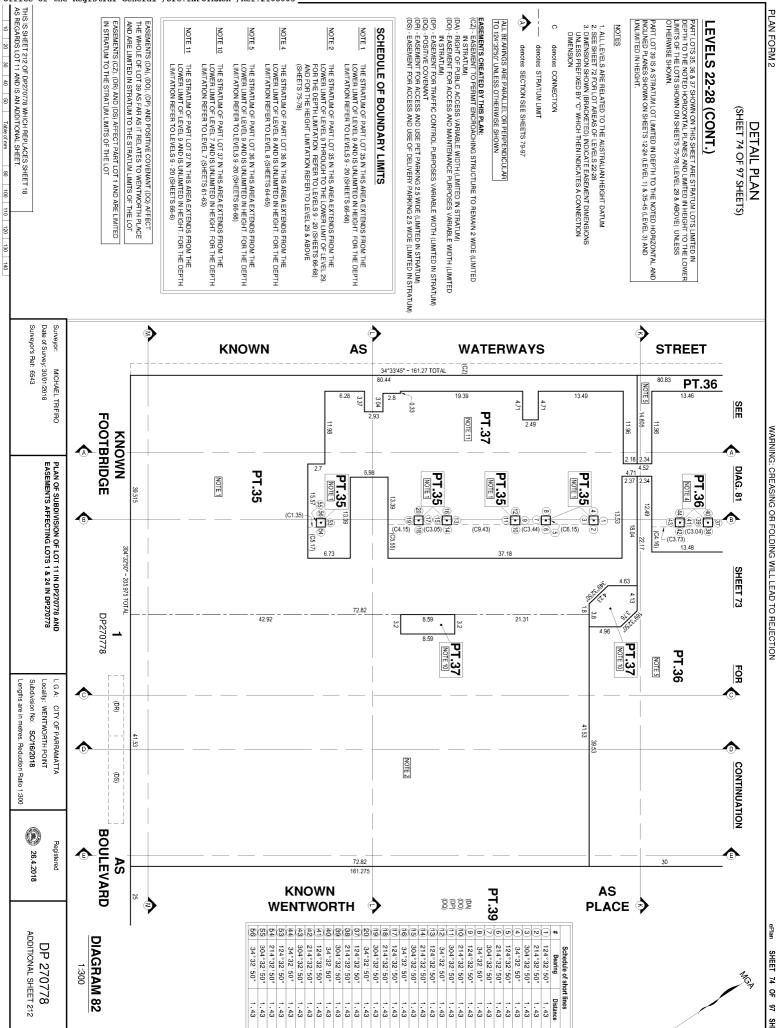




Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:290 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

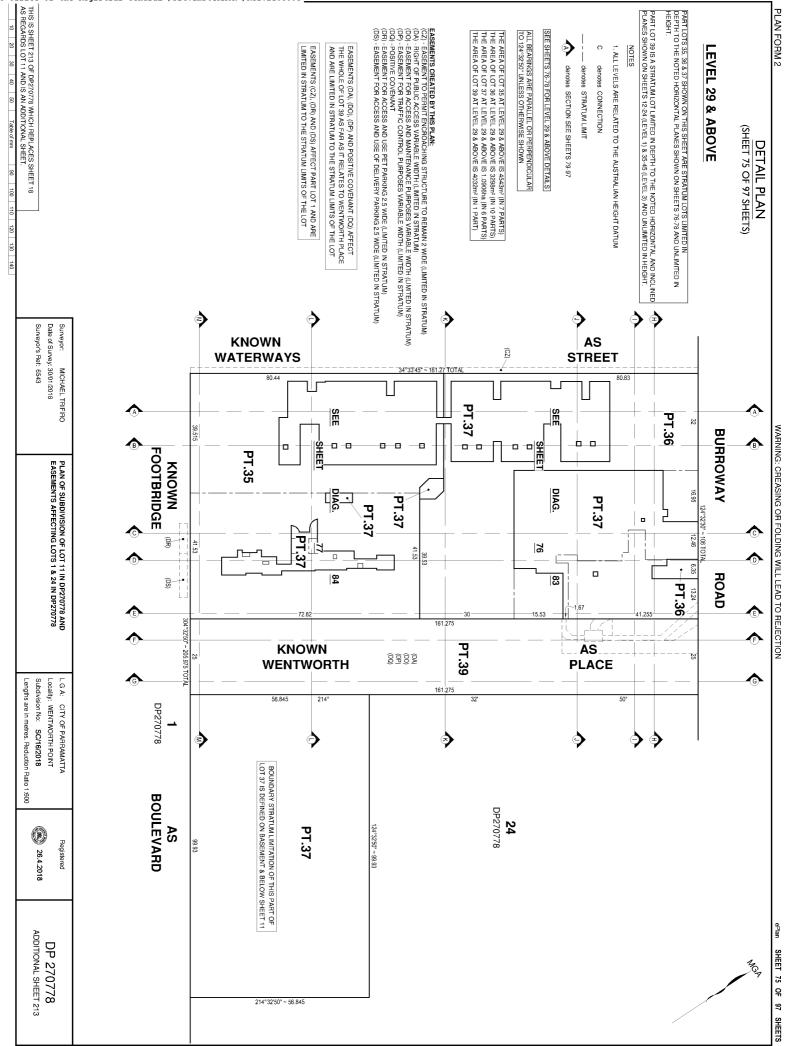
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

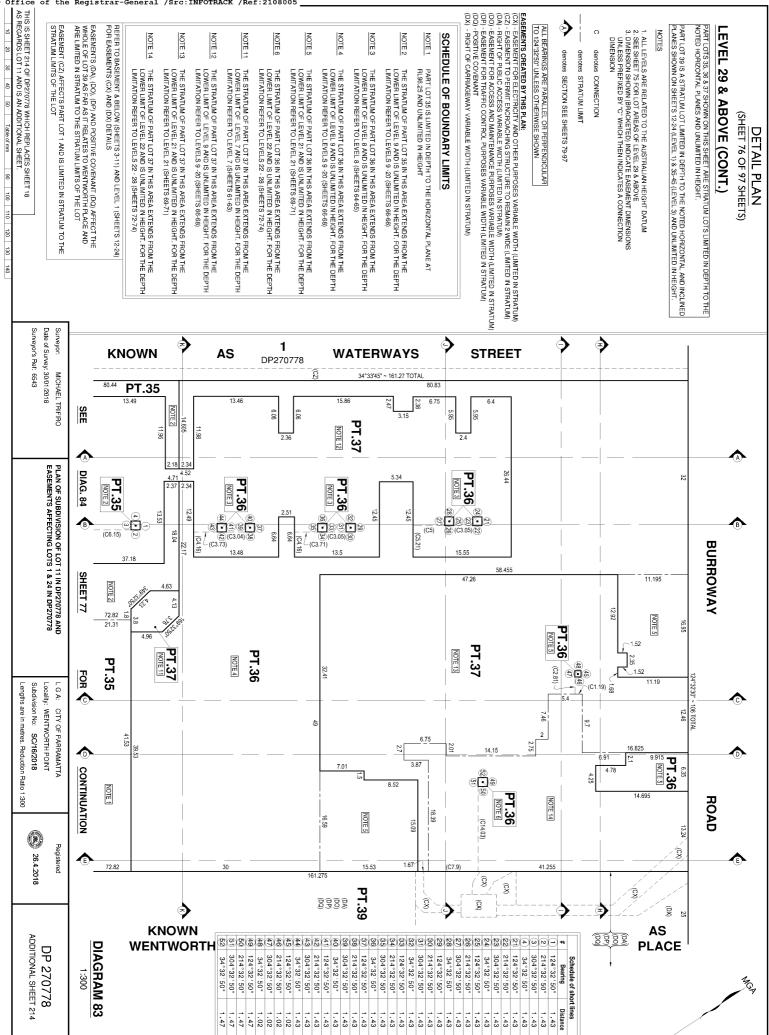
SHEET 73 OF 97 SHEETS



Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:291 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

SHEET 74 OF 97 SHEETS

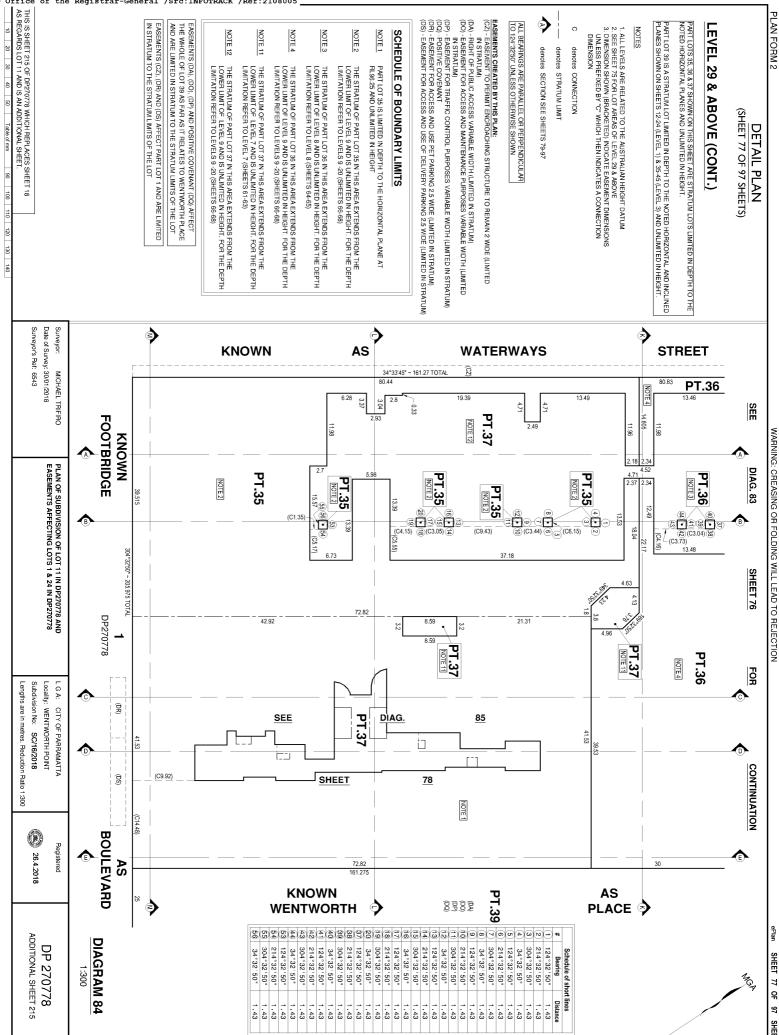




Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:293 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

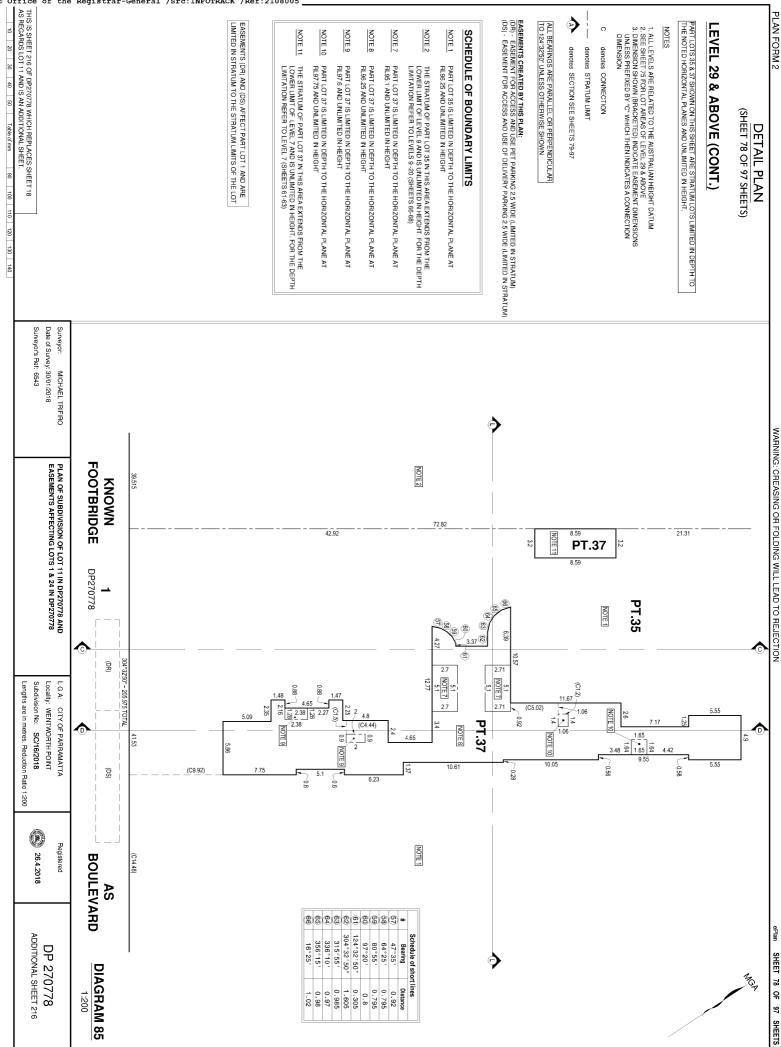
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 76 OF 97 SHEETS

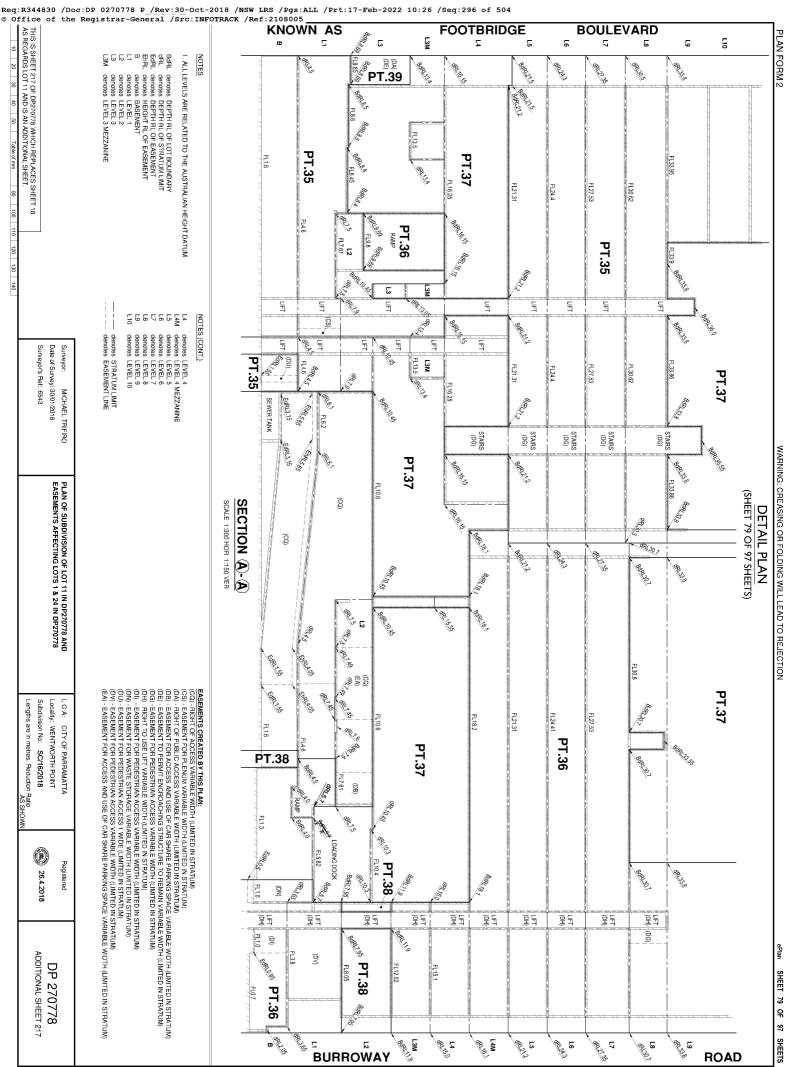


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

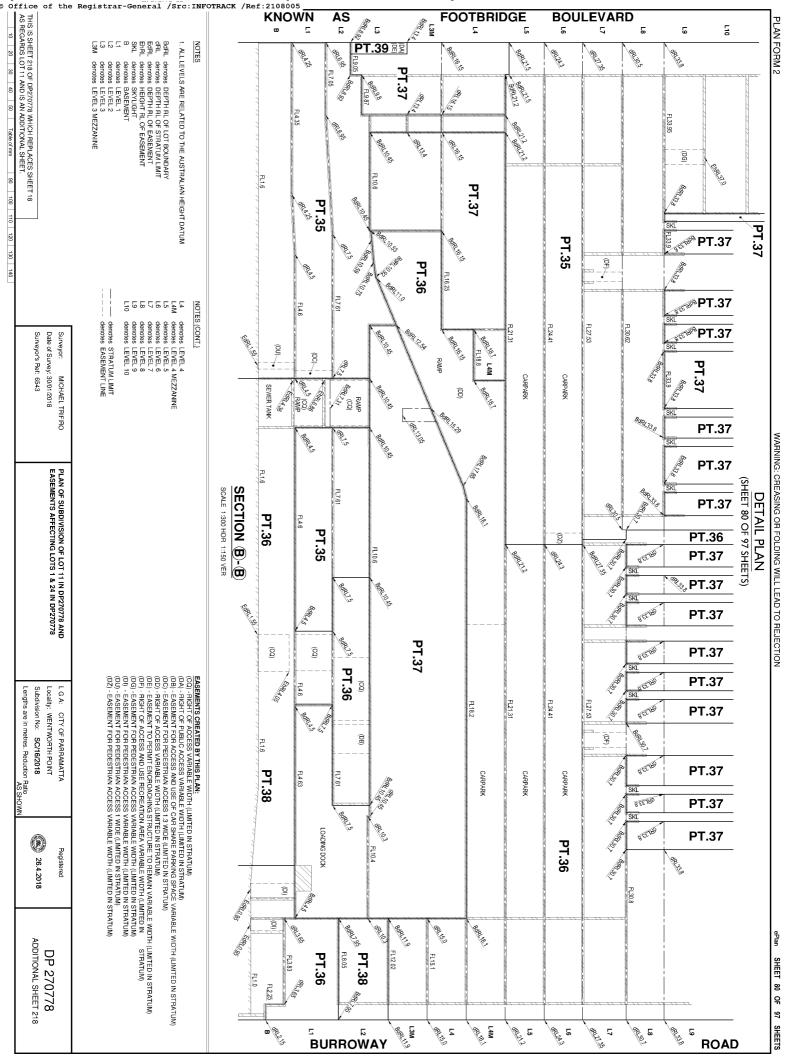
SHEET 77 OF 97 SHEETS



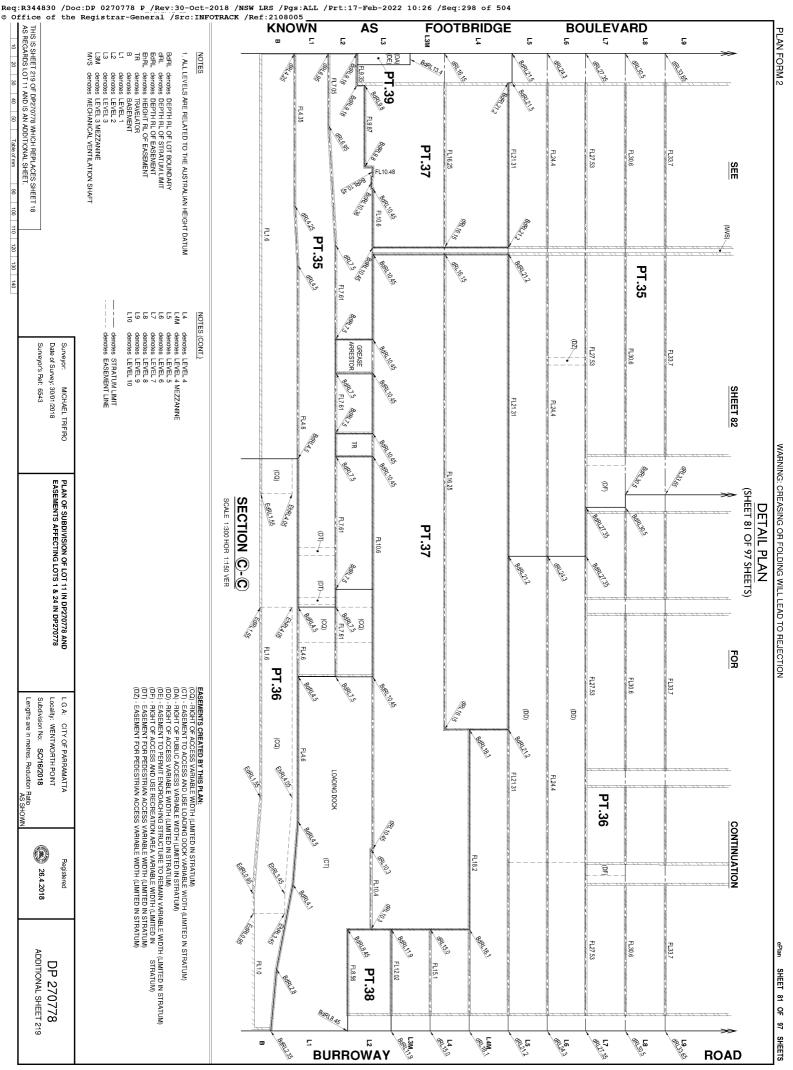
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:295 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005



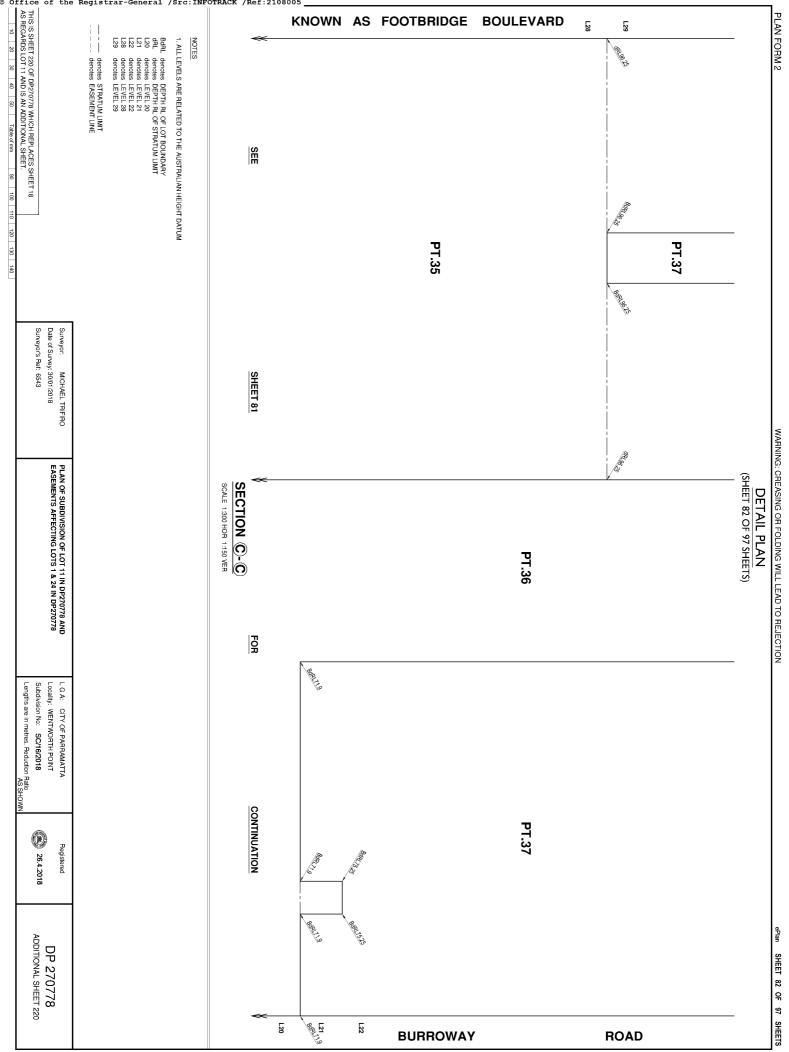
EXTENT OF LOT 37 ( NOTE 72 ) AMENDED VIDE 2018-864 (2) 2.8.2018

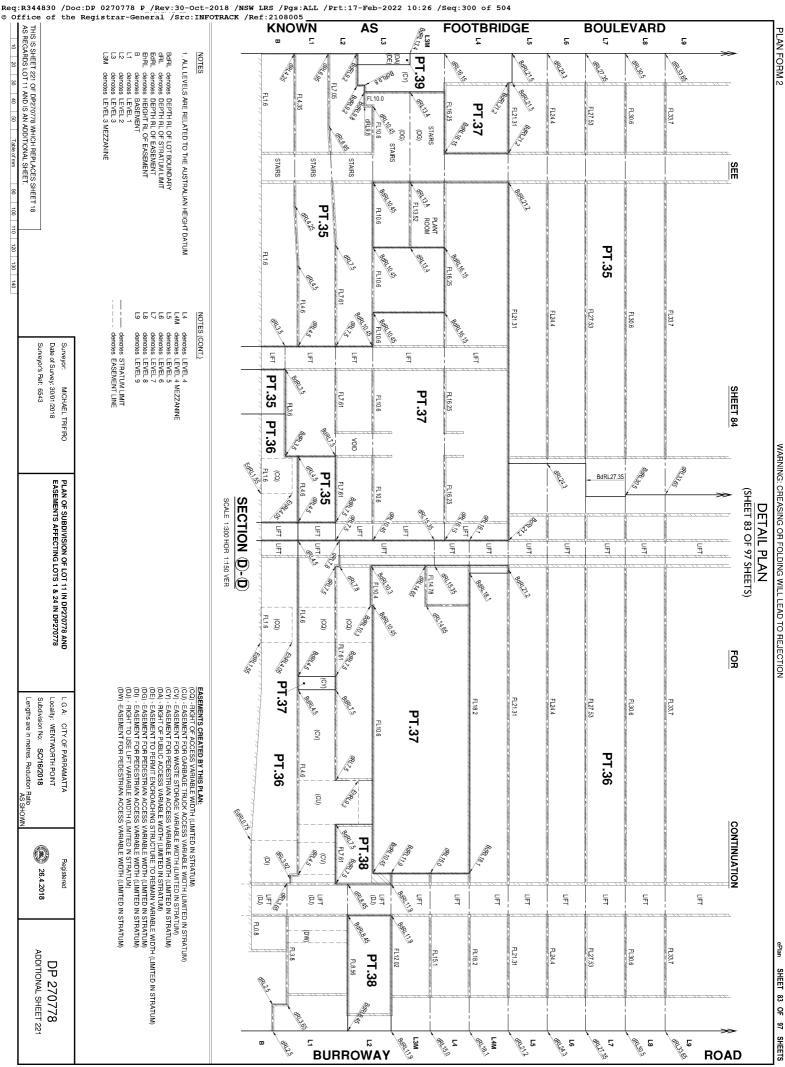


Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:297 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005



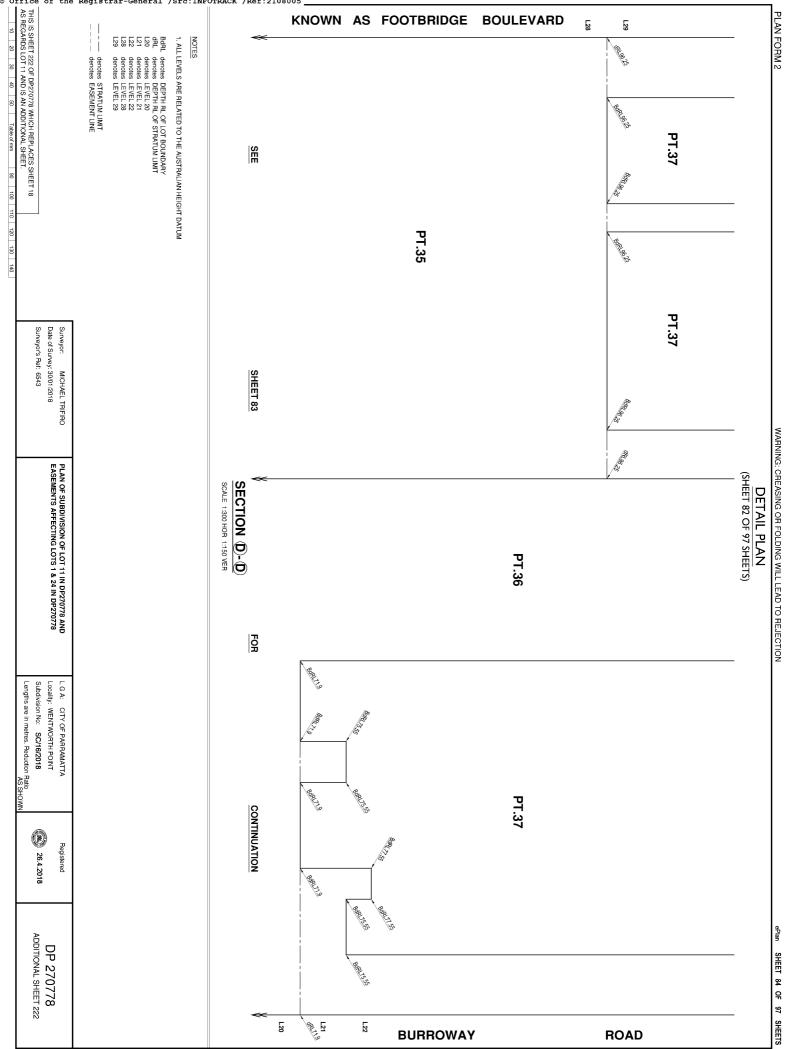
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:299 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

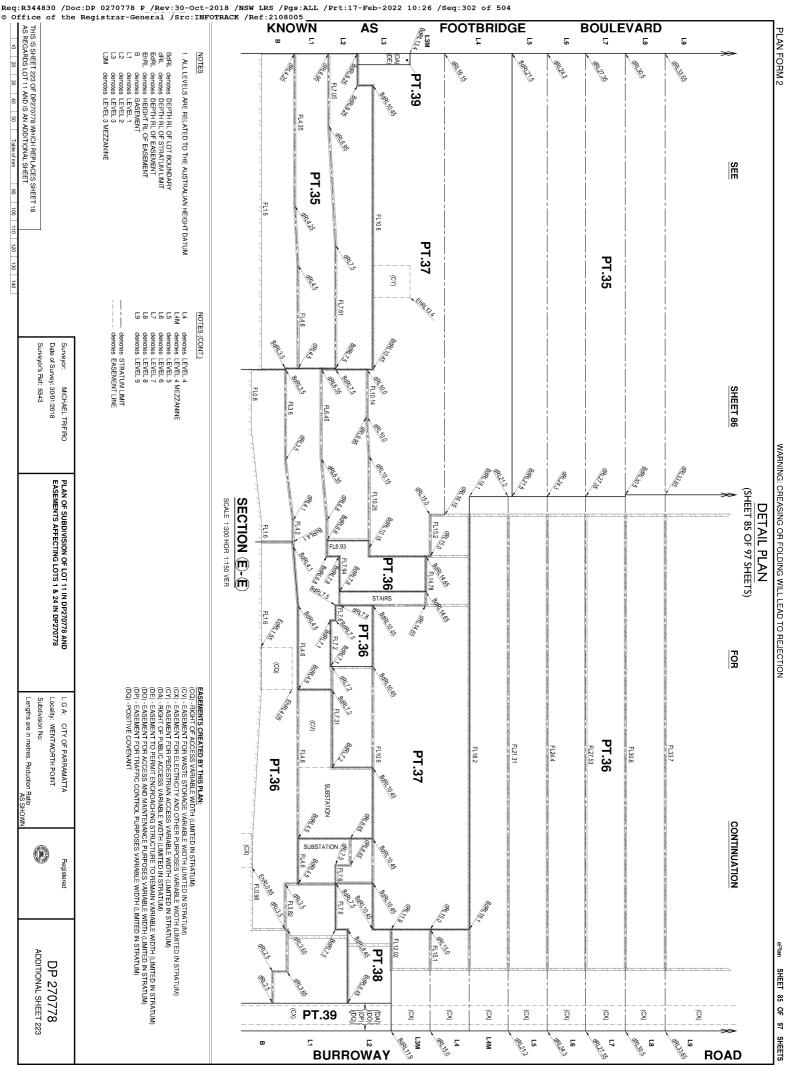




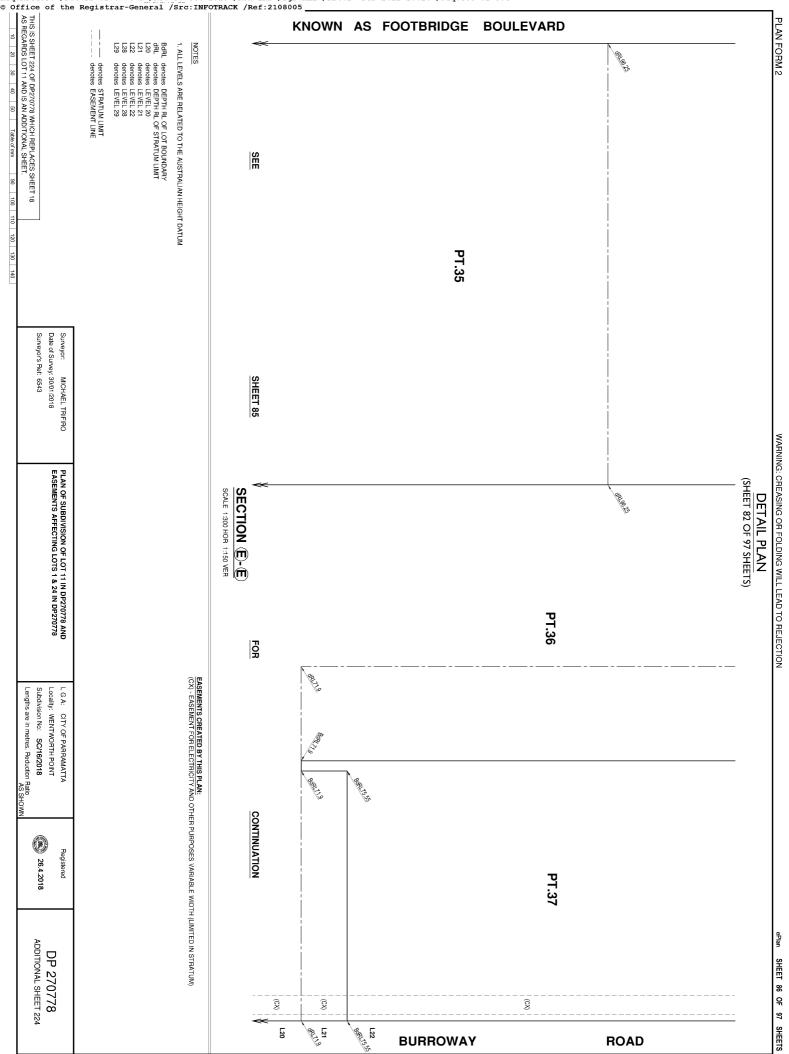
PLAN FORM 2

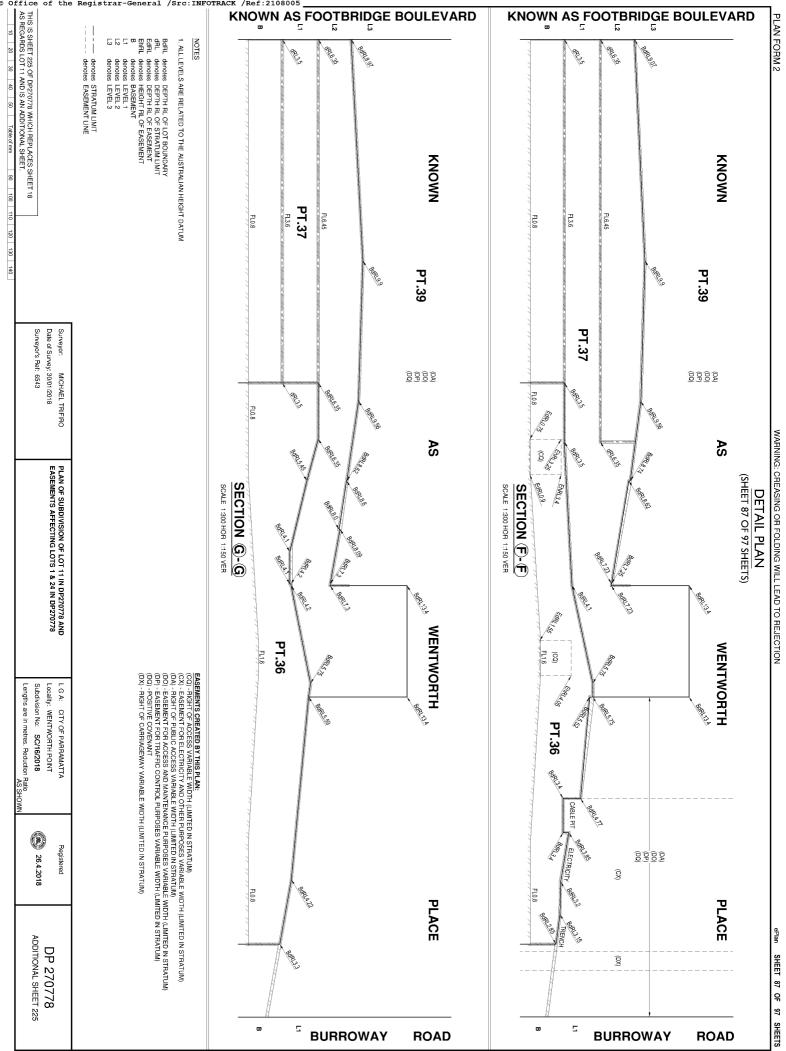
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:301 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005



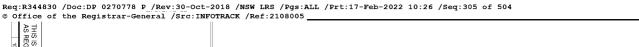


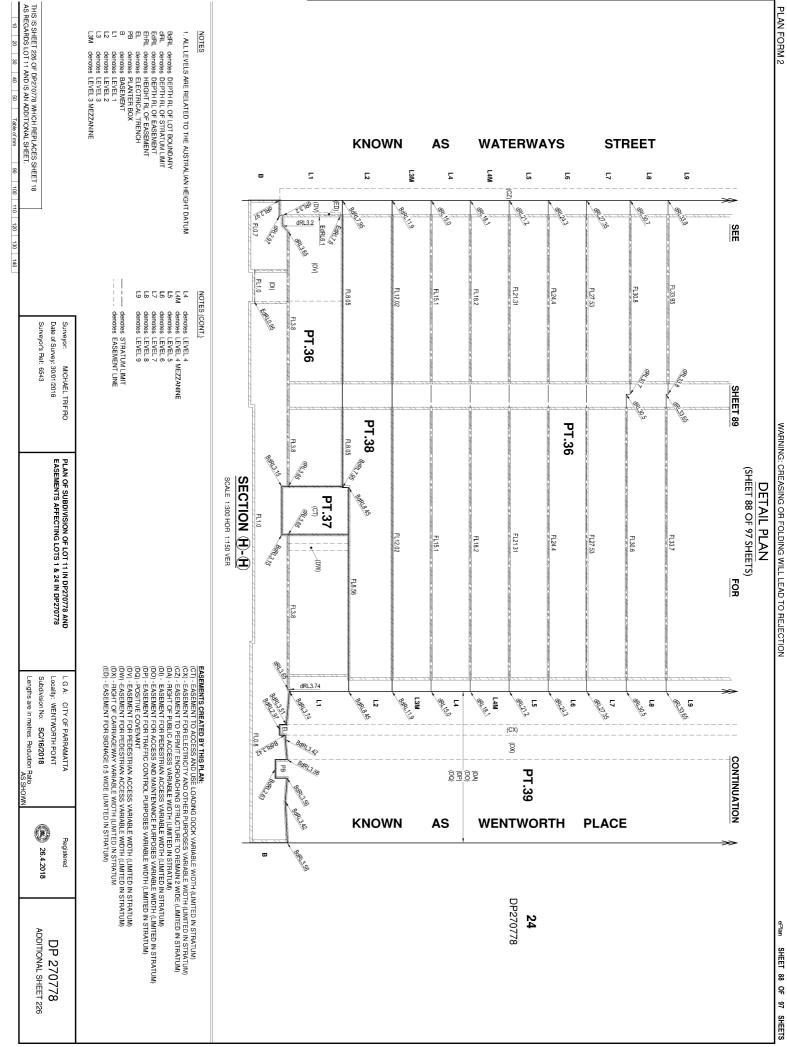
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:303 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

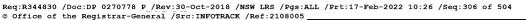


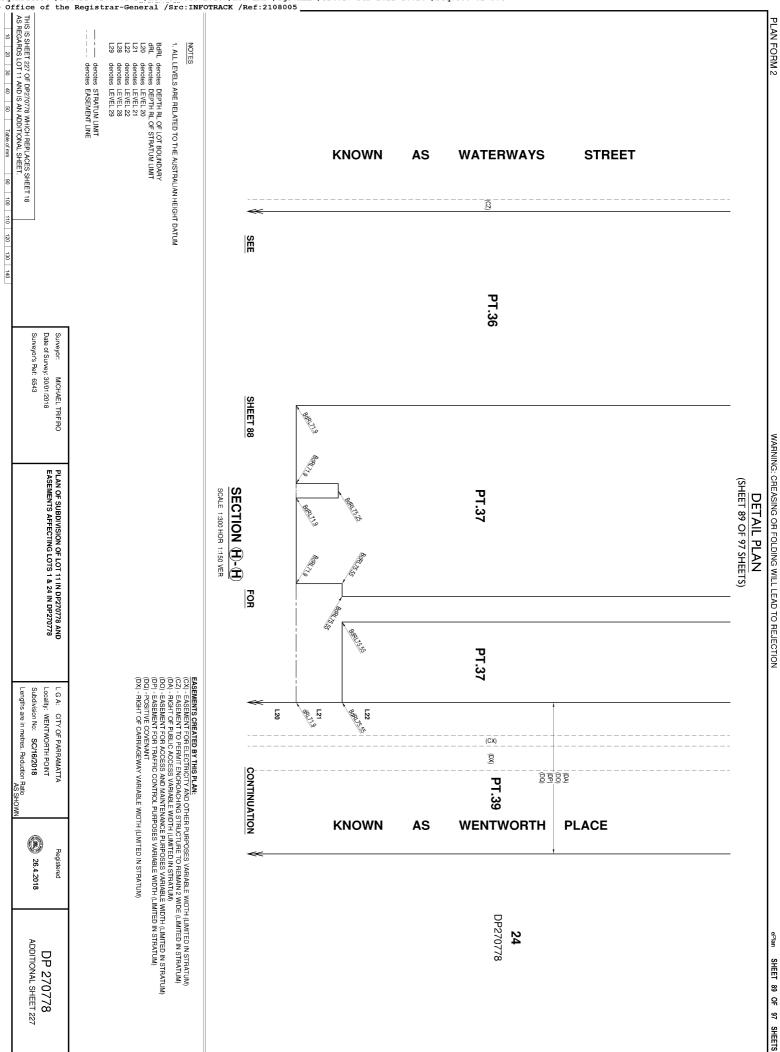


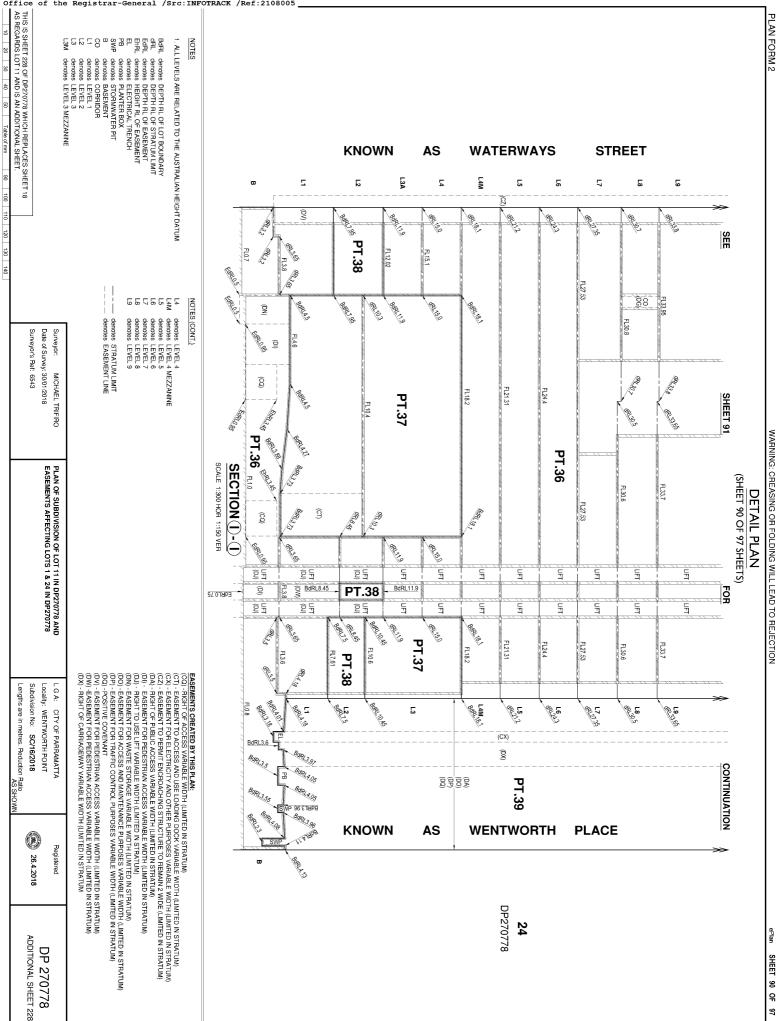
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:304 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005





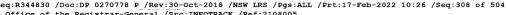


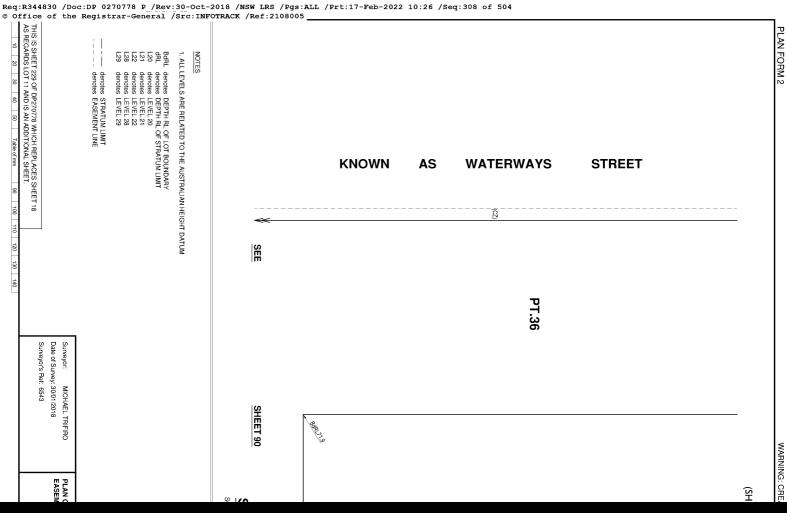


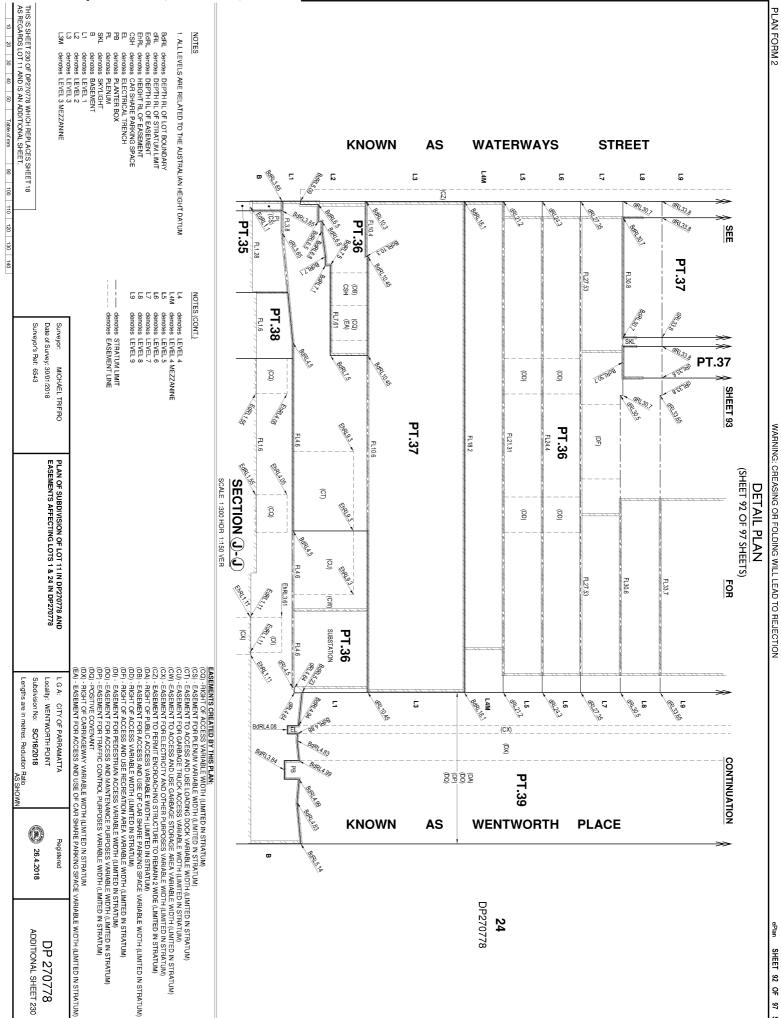


Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:307 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

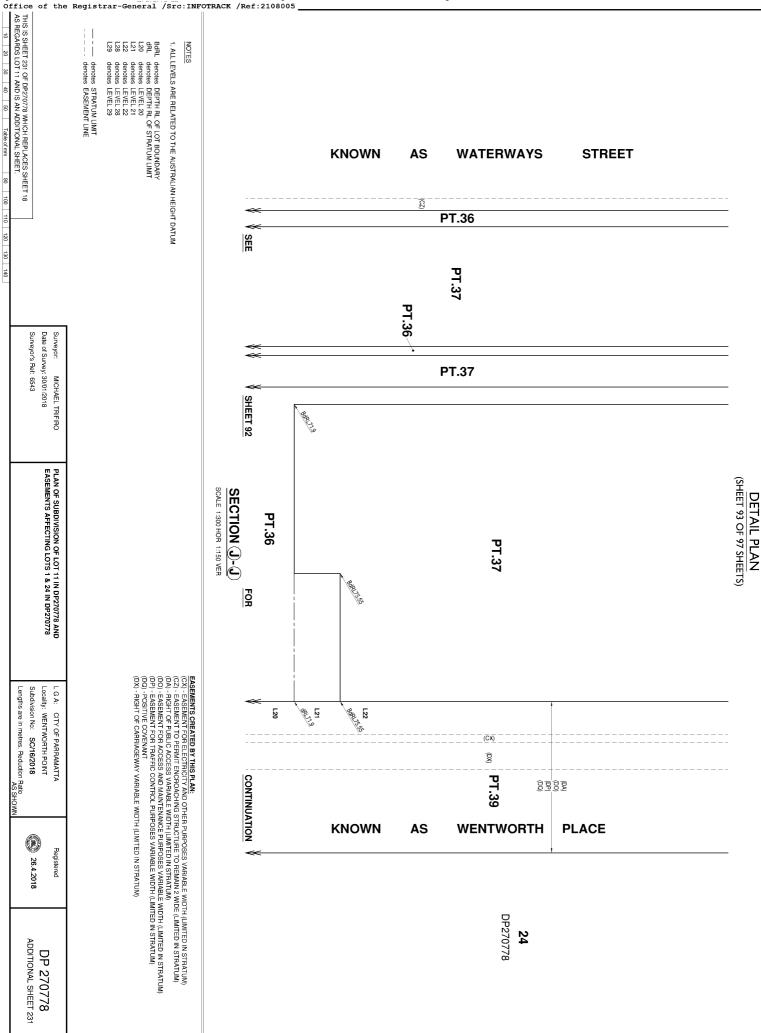
SHEET 90 OF 97 SHEETS







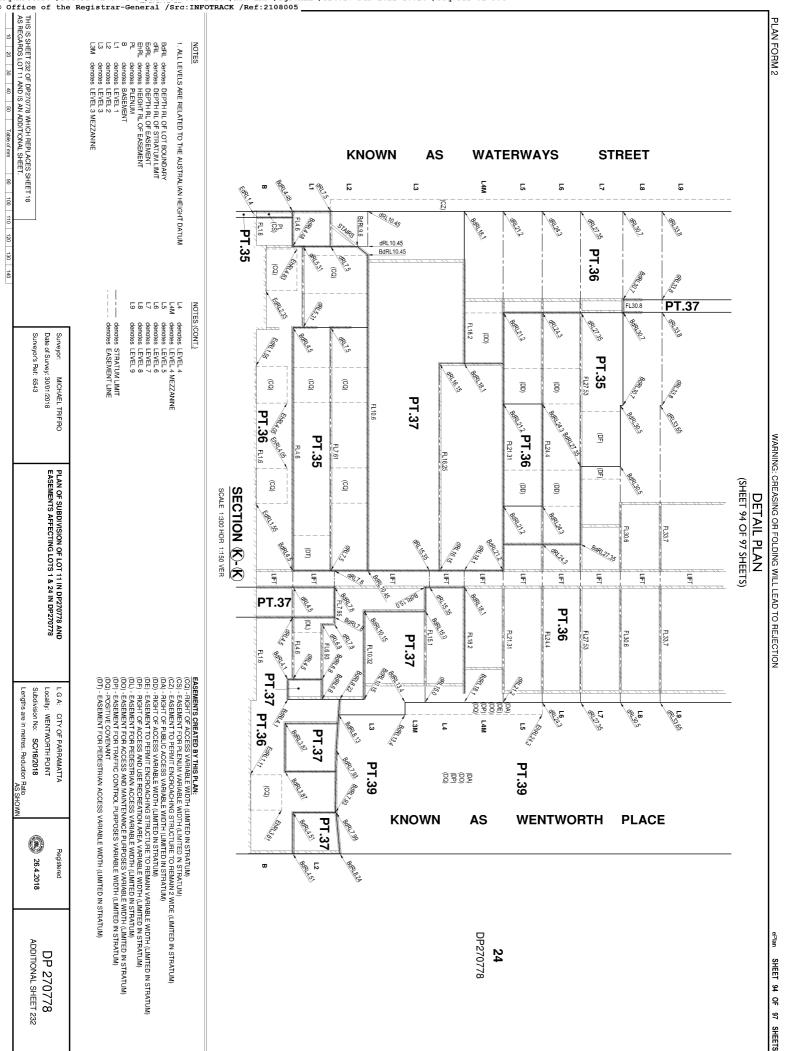
SHEET 92 OF 97 SHEETS

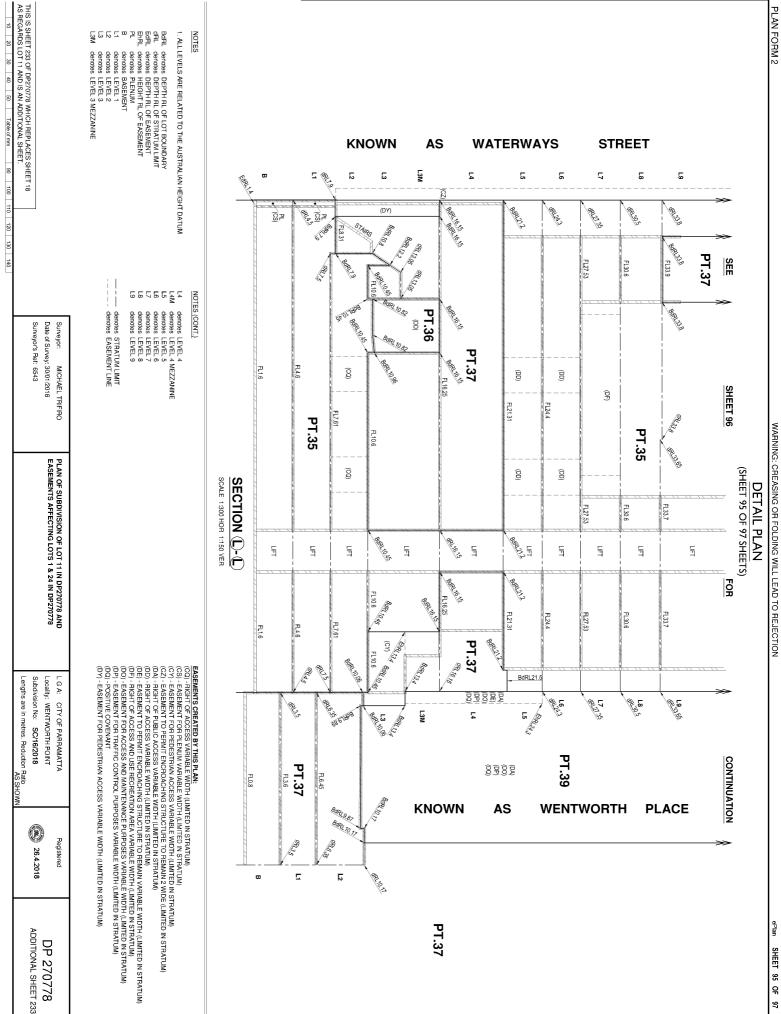


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2

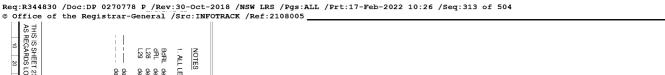
## Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:311 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

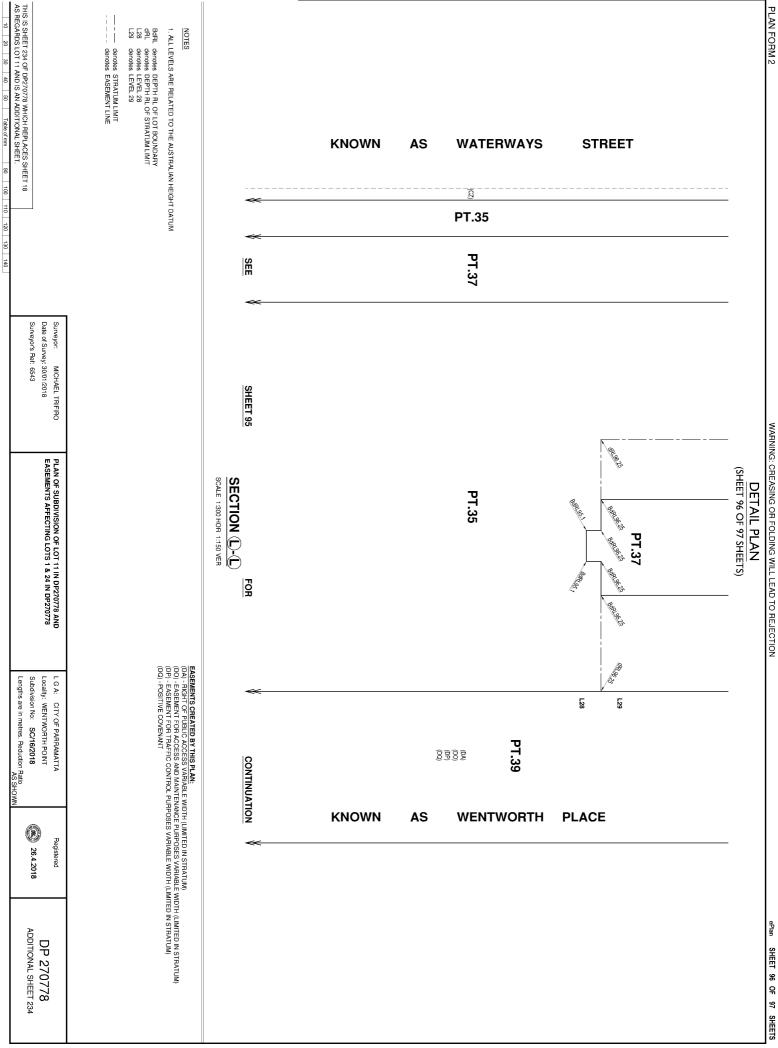


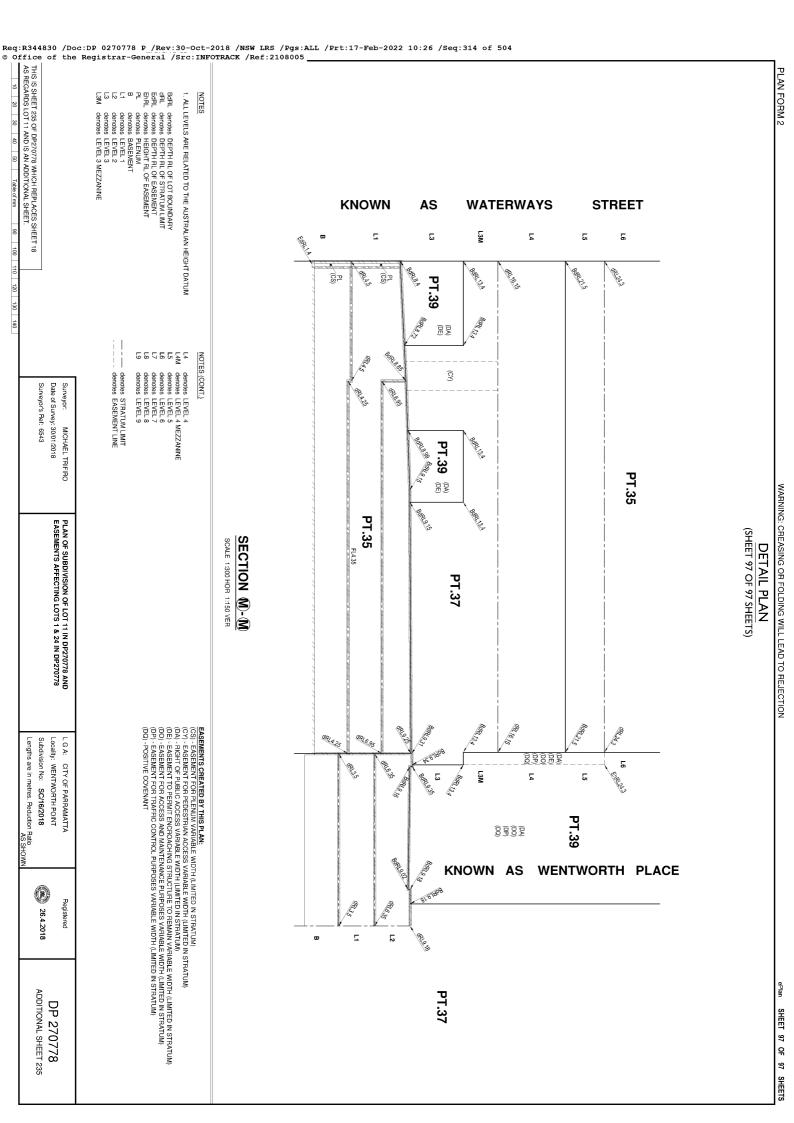


Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:312 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

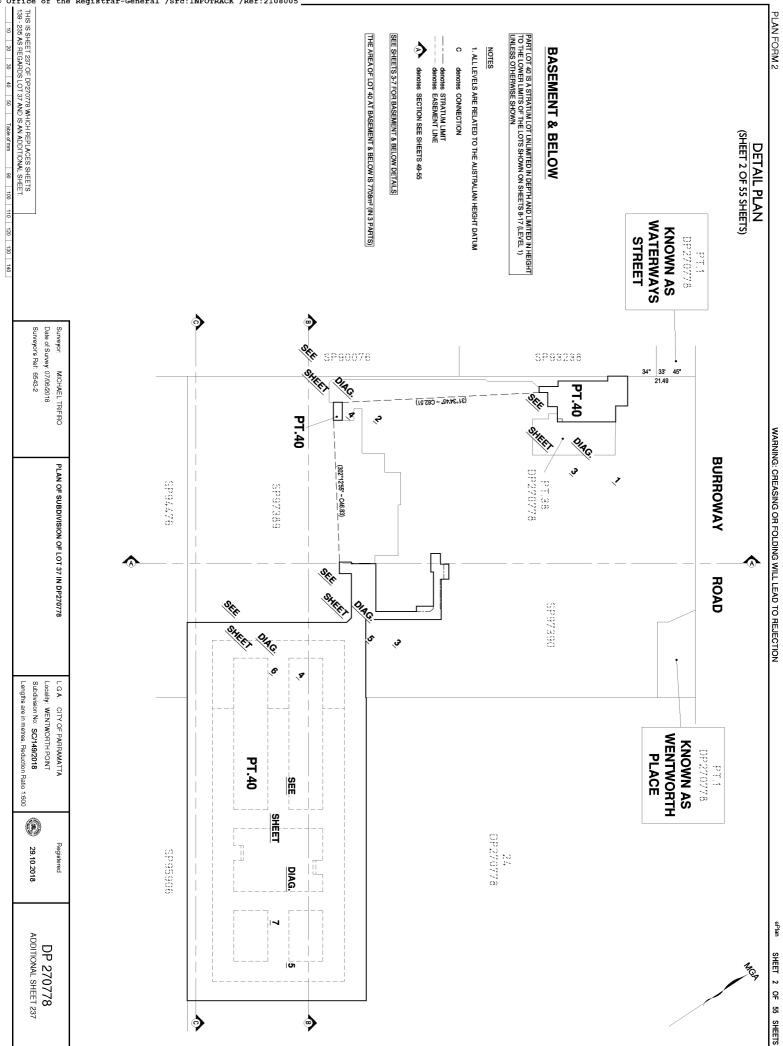
SHEET 95 OF 97 SHEETS

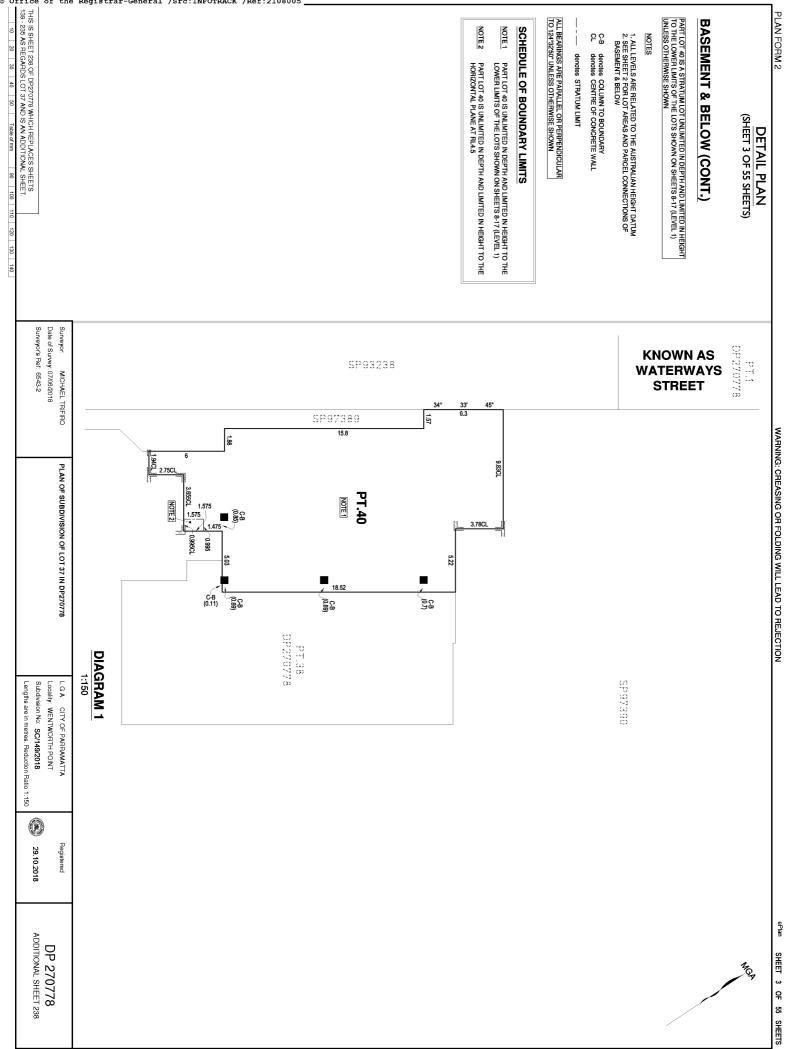




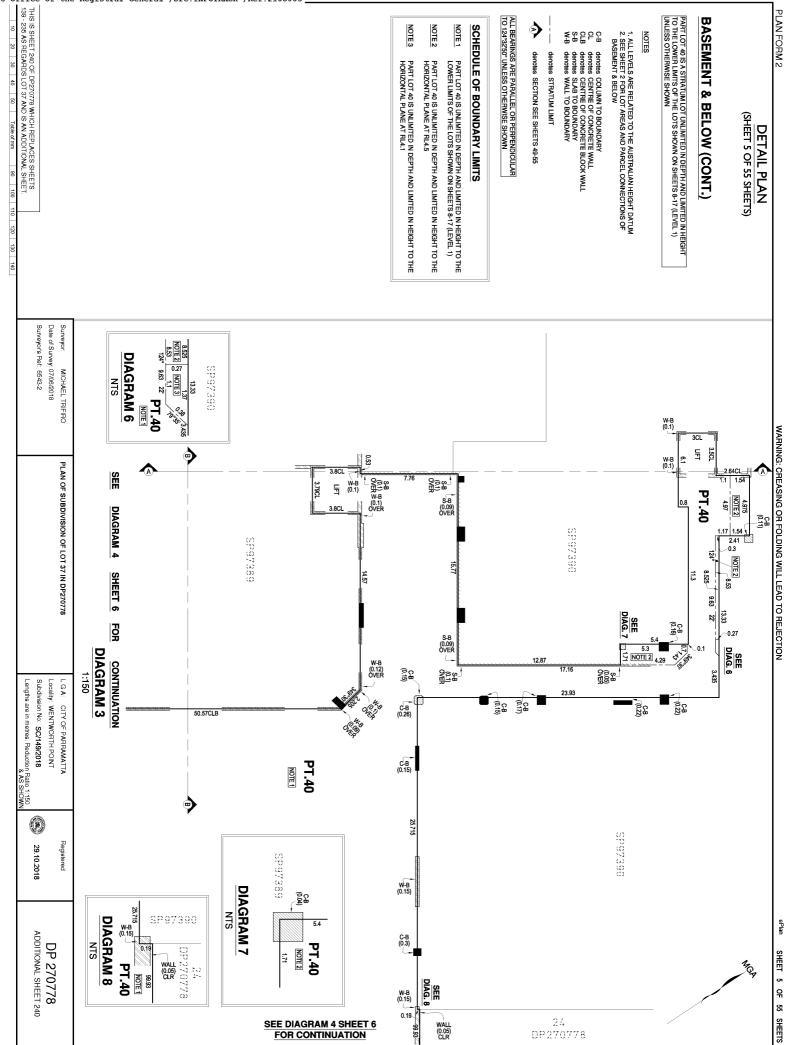


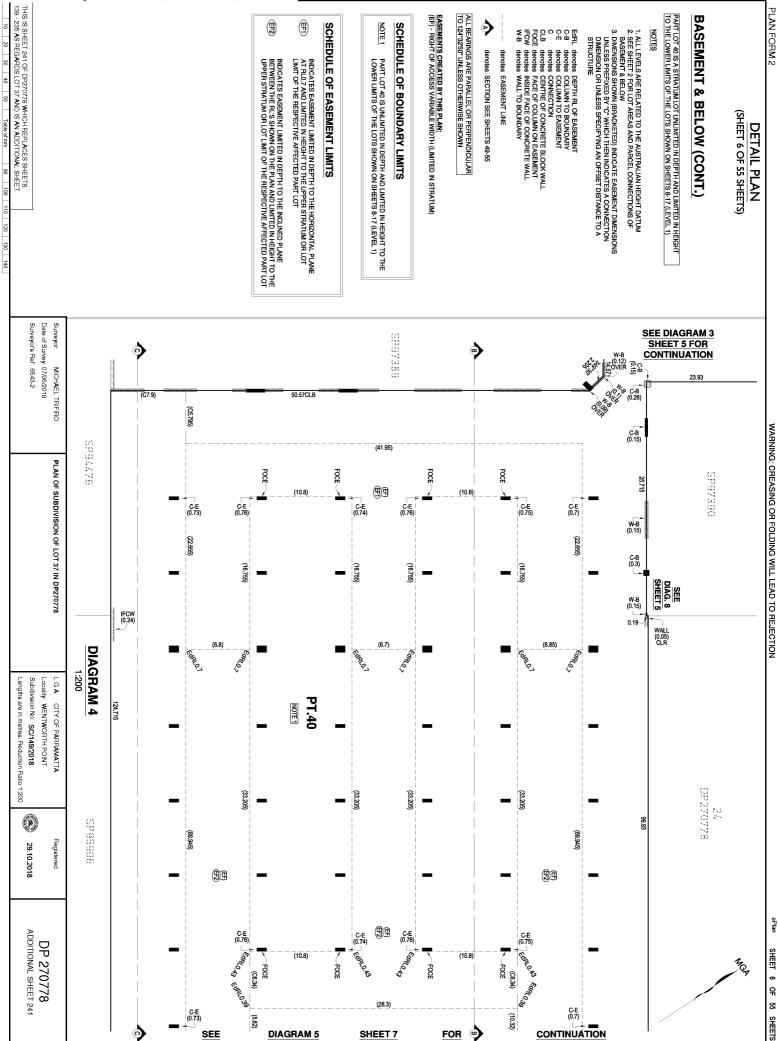
	Registrar-General /Src:INFOT	RACK /Ref:2108005				
EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)     EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)     THIS IS SHEET 286 OF DP270778 WHICH REPLACES SHEETS     139 - 235 AS REGARDS LOT 37 AND IS AN ADDITIONAL SHEET.     140   20   30   40   50   Table drimm   30   100   120   130   140	EXSTING EASEMENTS AFFECTING WHOLE OF LOTS 40-41: - EASEMENT FOR SERVICES (WHOLE OF LOT) (DP270778 DOC. 10 Nos. (2) & (4)) - EASEMENT FOR SERVICES (WHOLE OF LOT) (DP270778 DOC. 10 Nos. (1) & (3)) - EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR FORTULE SERVICES (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR CONSTRUCTION AND DUST (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR CONSTRUCTION AND DUST (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR SERVICES (WHOLE OF LOT) (DP270778 DOC. 10) - EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) - EASEMENT FOR SERVICES (WHOLE OF LOT) - EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) - EASEMENT FOR EMERGENCES (WHOLE OF LOT) - EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) - EASEMENT FOR EMERGENCY EG	COORDINATE SCHEDULE           MARK         EAST         NORTH         CLASS         ORDER         METHOD         STATE           SM 69990         322         456.685         6         255         623.343         B         2         SCINS         FOUND           SM 99411         321         755.313         6         255         223.343         B         2         SCINS         FOUND           SM 99412         322         135.130         6         255         787.37         C         N/A         TRAV         FOUND           SM 99412         322         135.130         6         255         787.37         C         N/A         TRAV         FOUND           SSM 197230         322         131.475         6         255         541.28         C         N/A         TRAV         FOUND           SSM 197231         322         111.475         6         255         578.755         C         N/A         TRAV         FOUND           DATE OF         SCINS COORDINATES:         29-06-2018         CONBINED         SCALE FACTOR         0.989966           DATE OF         SCINS ZONE:         56         MAA         ADTUN:         GDA94  <	120°39'         10.24           33°42'         10.24           33°42'         10.24           96°43'20'         16.06           56°39'         4.695           SSM CONNECT           FROM         10           99412         X' SSM 69990 'Y' 125°56           SIN93729         SSM99411         31°47           SIN93729         SSM 99411         31°47           SIN 197230         SSM 197230         36°00           M 197230         SSM 197330         36°00           M 197230         SSM 193134         30°4           M 193134         SSM 99412         121°57           M 193230         SSM 193134         30°45           M 193134         SSM 99412         121°57	WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION.           SCHEDULE OF REFERENCE WARS           NO.         BEARING         DIST         WAR           (b)         283*21*30*         10.07         DHAW FD IN TOP LINTEL (DP270778)           (c)         200*04*30*         17.25         DHAW FD IN TOP KERB (DP270778)           (c)         200*04*30*         17.25         DHAW FD IN TOP KERB (DP270778)           (c)         200*17*20*         27.14         DHAW FD IN CONC. (DP7156412)           (c)         205*17*20*         27.14         DHAW FD IN TOP KERB (DP270778)           (c)         50*20*         7.12         DHAW FD IN TOP KERB (DP270778)           (c)         50*20*         7.14         DHAW FD IN TOP KERB (DP270778)           (c)         50*20*         4.07         DHAW FD IN TOP KERB (DP270778)           (c)         31*35*         10.385         DHAW FD IN TOP KERB (DP270778)	ORIGIN OF LEVELS:     SSM 193134 FD       SSM 197231 - RL8.606 AHD     (NOT ESTT)       VALIDATION SSM 197200 - RL2.588 AHD     (NOT ESTT)       ALL LEVELS SHOWN RELATE TO AUSTRALIAN HEIGHT DATUM.     D       NOTE: BENCH MARKS SHOWN REFEON SHOULD NOT BE USED     FOR ANY OTHER PURPOSE OTHER THAN DEFINING THE       STRATUM LIMIT OF LOTS 40-41.     HORIZONTAL AND/OR INCLINED PLANE LIMITATION SHOWN THAT DEFINE THE UPPER OR       LHORIZONTAL AND/OR INCLINED PLANE LIMITATION SHOWN THAT DEFINE THE UPPER OR	PLAN FORM 2 Lots 40 & 41 Are Stratum Lots Limited In Height & depth as shown on this plan. Refer to sheets 2 - 55 for details
Surveyor. MICHAI Date of Survey: 0706/2 Surveyor's Ref: 6543-2	LOT NUMBER 40 41 TOTAL THE A	E 70 STATE S FOUND S FOUND S FOUND S FOUND FO	(NOT ESTD)	E	ROAD	SSM 99412
518	AREA AREA LOW LEVEL 1 LEVEL 2 LEVI LOW LOSCHA 1.0597ha 1.08 An2 1.0565ha 1.0597ha 1.08 50a POR THESE PART LOTS ARE SHOW	D SSM 99411 FD TOTAL LOT 40 LOT 41 D SSM 93729 FD LEGEND: FI denoise P	KNOWN SP876076 BELOW BELOW	SP93238 & SP93238 & SP94094 KNOWN AS PARK STREET NORTH	\$2 \$8,6	
PLAN OF SUBDIVISION OF LOT 37 IN DP270778	TABLE       FLOOR LEVEL       FLOOR LEVEL       FLOOR LEVEL       LEVEL     LEVEL       VEL     S       A BOVE       OTHA     1.108 THA       BESON     SEGON       OTHA     1.108 THA       BESON     SEGON       SEGN     SEGON       SEGN     1.676 THA       1.676 THA     1.261 TSA       SEGN     1.676 THA       1.676 THA     1.261 TSA       SEGN     SEGONA       SEGN     SEGONA       SEGN     SEGONA       SEGN     SEGONA       SEGN     SEGONA	TOTAL AREAS NOTE: THE TOTAL AREAS SHOWN DO DT 40 1.9969ha NOT INCLUGE PARTS OF THE SAME LOT THAT OVERLAP IN MOT: MD: MD:	ST 23 ₽/ ⊞	<b>S</b> WATERWAYS STREET PT.1 ⊕ PT.1 (7497) P3345*~161.27 TOTAL <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>PT</b> <b>P</b>		WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION DE SP97389 & (SHEE
L G A. CITY OF PARRAVATT Locality: WENTWORTH POINT Subdivision No: SC/149/2018 Lengths are in metres. Reduction	SUF         SUF           FR0M         SN 94729           SSM 94172         SSM 197230           R         SSM 197230           R         SSM 197230           N         SSM 197230           SSM 197230         SSM 197230           SSM 197231         SSM 197231           SSM 197231         SSM 197231           SSM 197231         SSM 197231           SSM 197231         SSM 197231	MARK SSM 69990 SSM 99411 SSM 994112 SSM 99412 SSM 192134 SSM 192134 SSM 197230 DATE		214° 32' 50° ~ 161 275 TOTAL	25 82 ©	DETAIL PLAN (SHEET I OF 55 SHEETS)
r <b>A</b> n Ratio 1:1250	VVEYING & SPA TO SSM 99- SSM 197 SSM 994 SSM 994 SSM 997 SSM 197 SSM 197	HEIGHT 5           SURVETING & SPATIAL INFORMAT           AIID VALUE         CLASS         ORDER           1.653         LC         L3         2.094         LC         L3           1.78         D         4         1.989         LC         L3           1.989         LC         L3         2.094         L         L3           1.989         LC         L3         4         1.989         L         L3           2.566         LC         L3         2.566         LC         L3         2.566         L3         L3         2.566         L3         L3         2.566         L3         L3         2.566         L3         L3         2.556         L3         L3         2.556         L3         L3         2.556         L3	PT.40 PT.41 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.93 99.97 99.97 99.97 99.97 90 90 90 90 90 90 90 90 90 90 90 90 90	DP270778	ROAD	
Registered 29.10.2018	HEIGHT DIFFERENCE SCHEDULE TTAL INFORMATION REGULATION 2017 1111 - 0.075 1 1230 +0.442 1 134 -0.542 1 1390 -0.542 1 1390 -0.512 1 129 +0.511 1 129 +0.511 1 129 +0.511 1 231 +6.946 1 231 -6.070 1 231 -6.070 1	ITON REGULATION / ITON REGULATION / SCI SCI SCI SCI SCI SCI SCI SCI SCI SCI	© (7) (7) (7) (7) (7) (7) (7) (7)	- 240 - 554 - 545 23-50 - 748 - 1-38 08	183.025	
DP 270778 ADDITIONAL SHEET 236	HT: CLAUSE 69 METHOD TRISG HEIGHTING TRISG HEIGHTING TRISG HEIGHTING TRISG HEIGHTING TRISG HEIGHTING TRISG HEIGHTING TRISG HEIGHTING	HOD STATE HOD STATE INS FOUND INS FOUND INS FOUND (NOW GONE) INS FOUND (NOW GONE) INS FOUND VALIDATION FOUND HEIGHT DATUM: AHD71		161.22 214° 32′ 35° Bay Bay	SSM 69990 FD SSM - CNP 178*03-9.00 (DP270844) ©D	Plan SHEET 1 OF 55 SHEETS



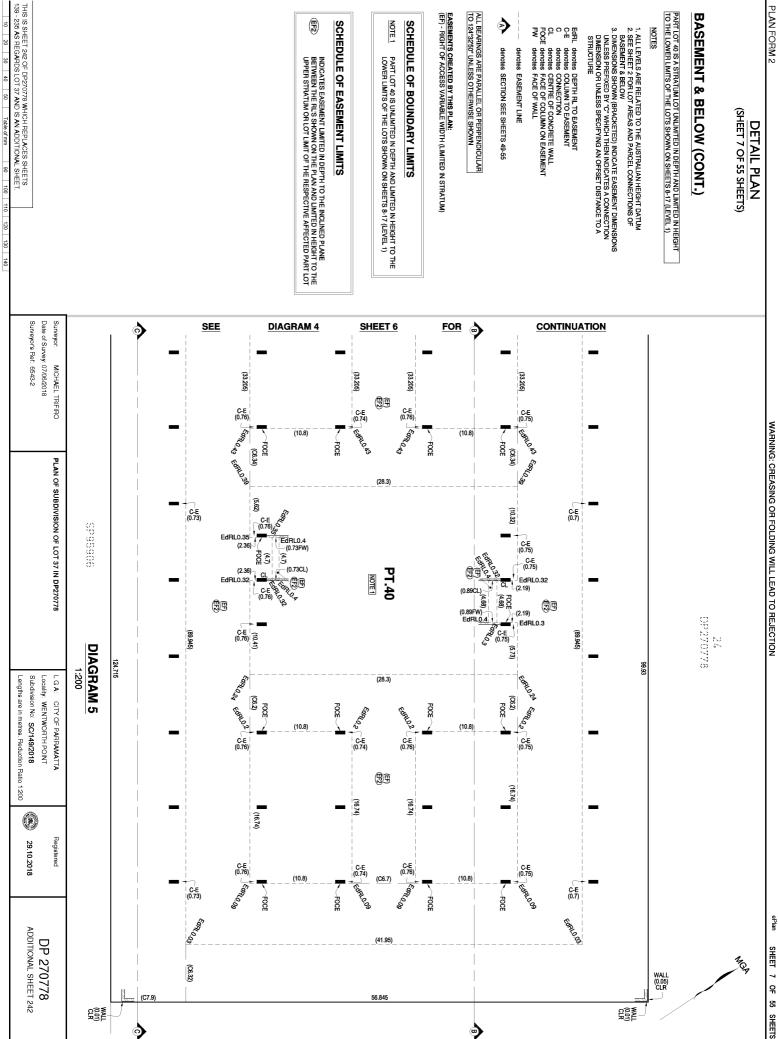


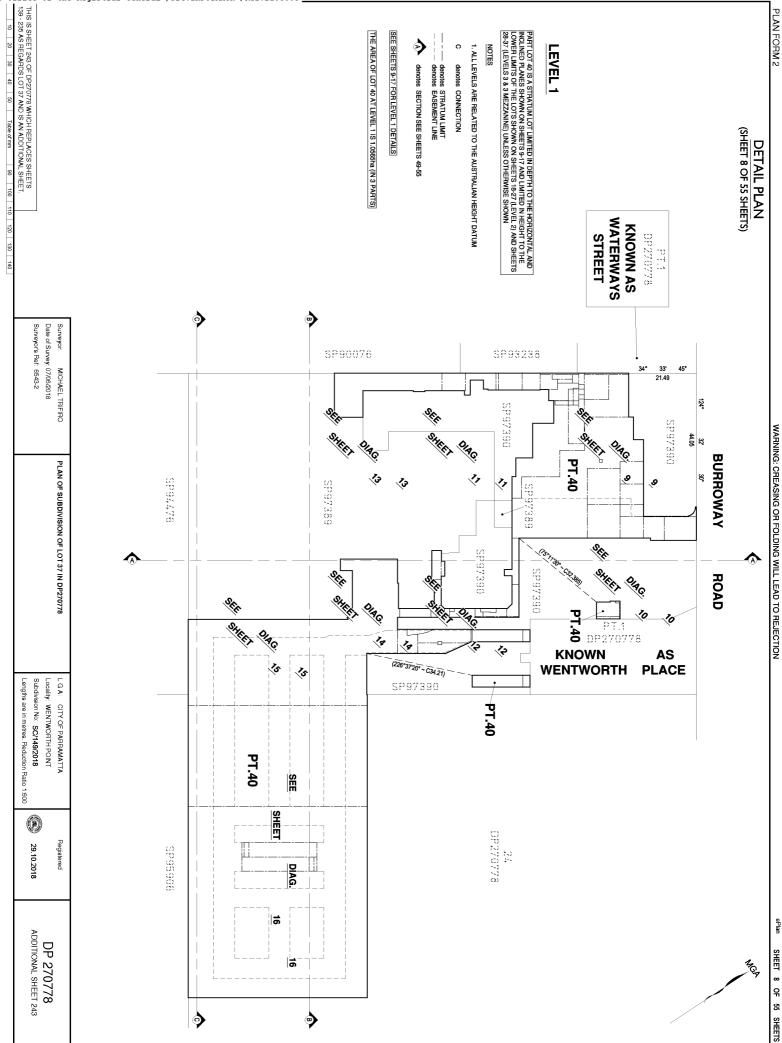
					10 20 30 40 50 Table of mm 90 100 110 120 130 140
ADDITIONAL SHEET 239	29.10.2018	Subdivision No: SC/149/2018 Lengths are in metres. Reduction Ratio 1:150		Surveyor's Ref. 6543-2	THIS IS SHEET 233 OF DP270778 WHICH REPLACES SHEETS 139 - 235 AS REGARDS LOT 37 AND IS AN ADDITIONAL SHEET.
NP 270778	Registered	L.G.A: CITY OF PARRAMATTA Locality: WENTWORTH POINT	PLAN OF SUBDIVISION OF LOT 37 IN DP270778	Surveyor, MICHAEL TRIFIRO Date of Survey, 07/06/2018	i the
		DIAGRAM 2 1:150			Registi
					al-General /S
				•	
		SP97389	2		
			2.83CL 950 97.40 2.83CL		
				SP 90076	
					SCHEDULE OF BOUNDARY LIMITS NOTE 1 PART LOT 40 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 8-17 (LEVEL 1)
					ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 124*3250" UNLESS OTHERWISE SHOWN
		SP97390			2 A A A A A A A A A A A A A A A A A A A
					PART LOT 40 IS A STRATUM LOT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 8-17 (LEVEL 1) NOTES
					BASEMENT & BELOW (CONT.)
Mar					DETAIL PLAN (SHEET 4 OF 55 SHEETS)
<sup>ePlan</sup> SHEET 4 OF 55 SHEETS		2	WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION	WARN	PLAN FORM 2

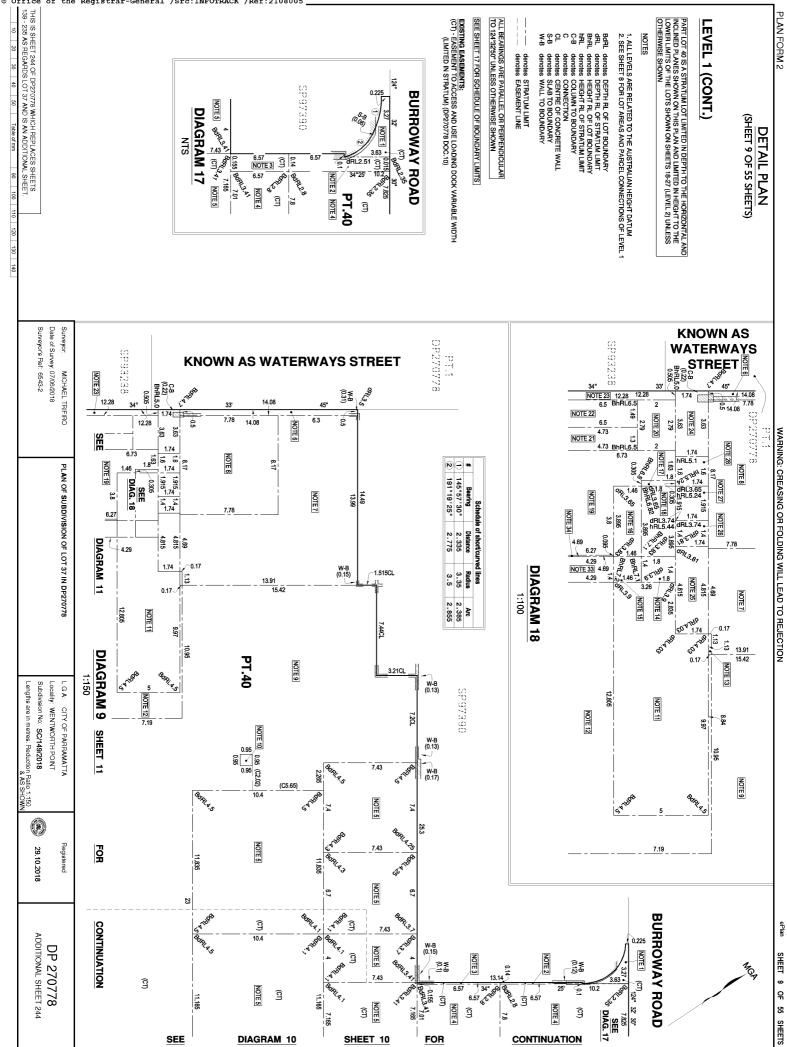


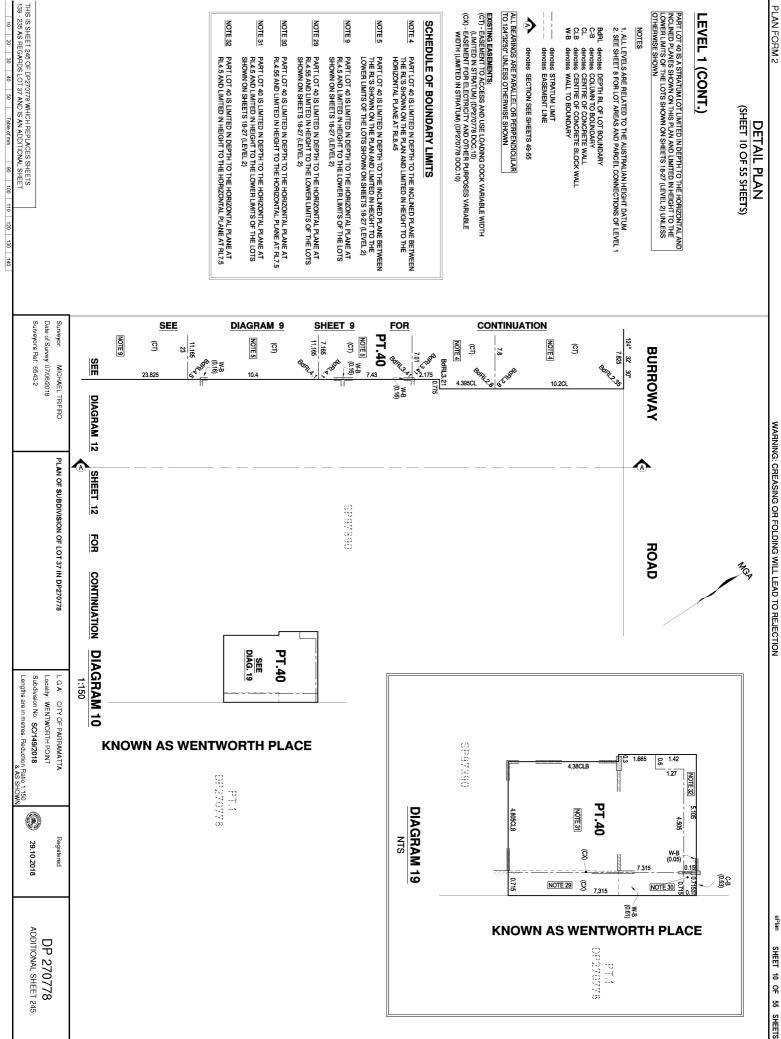


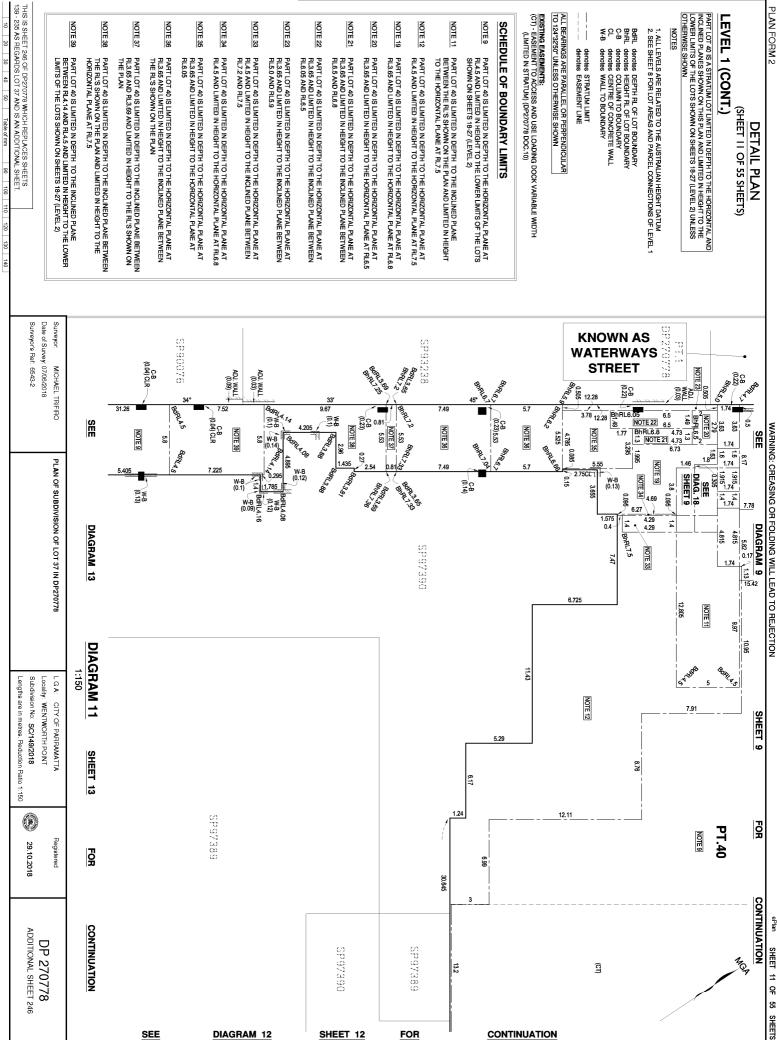
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:320 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005



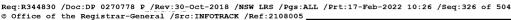


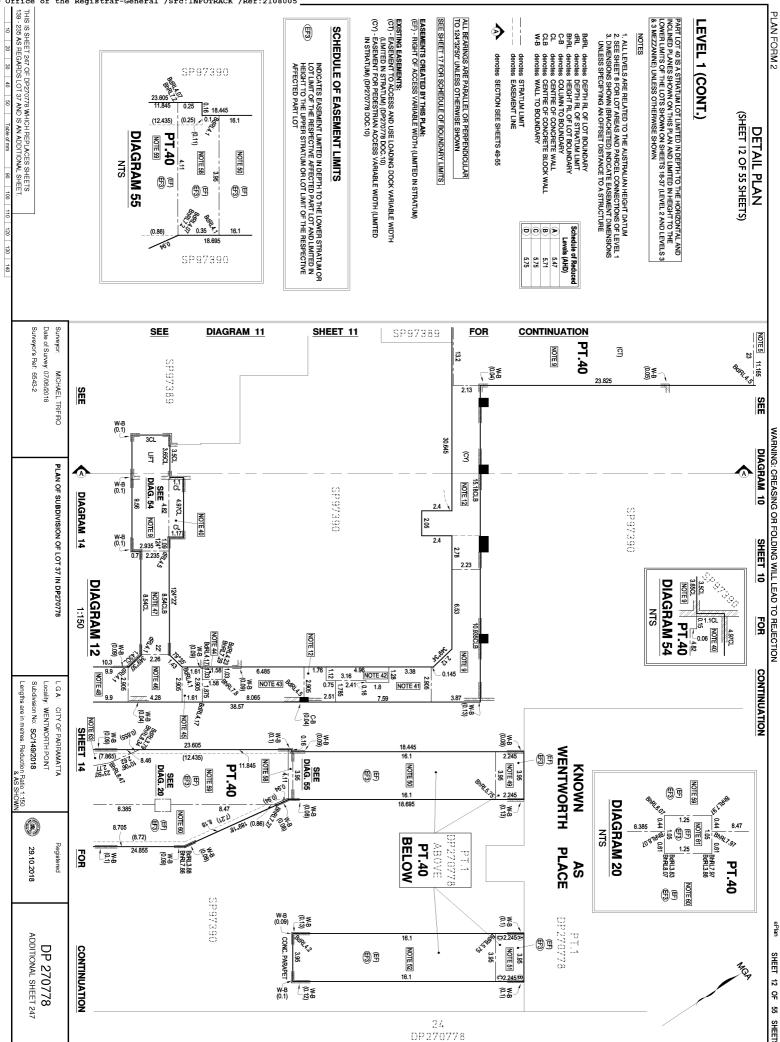




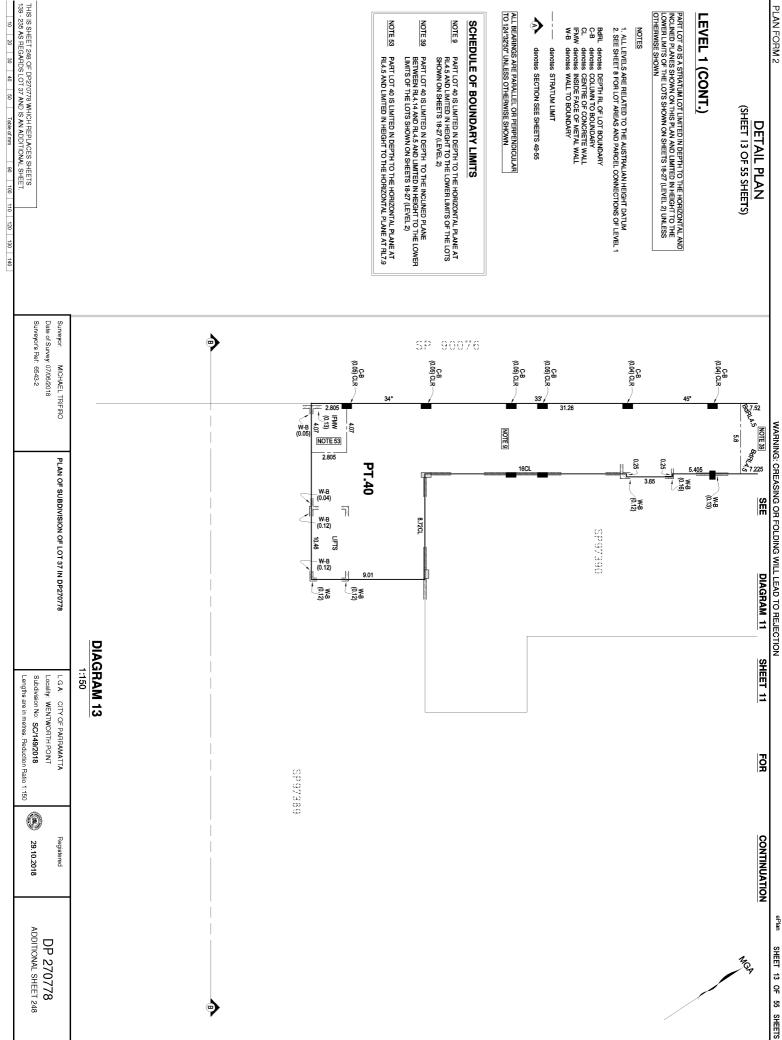


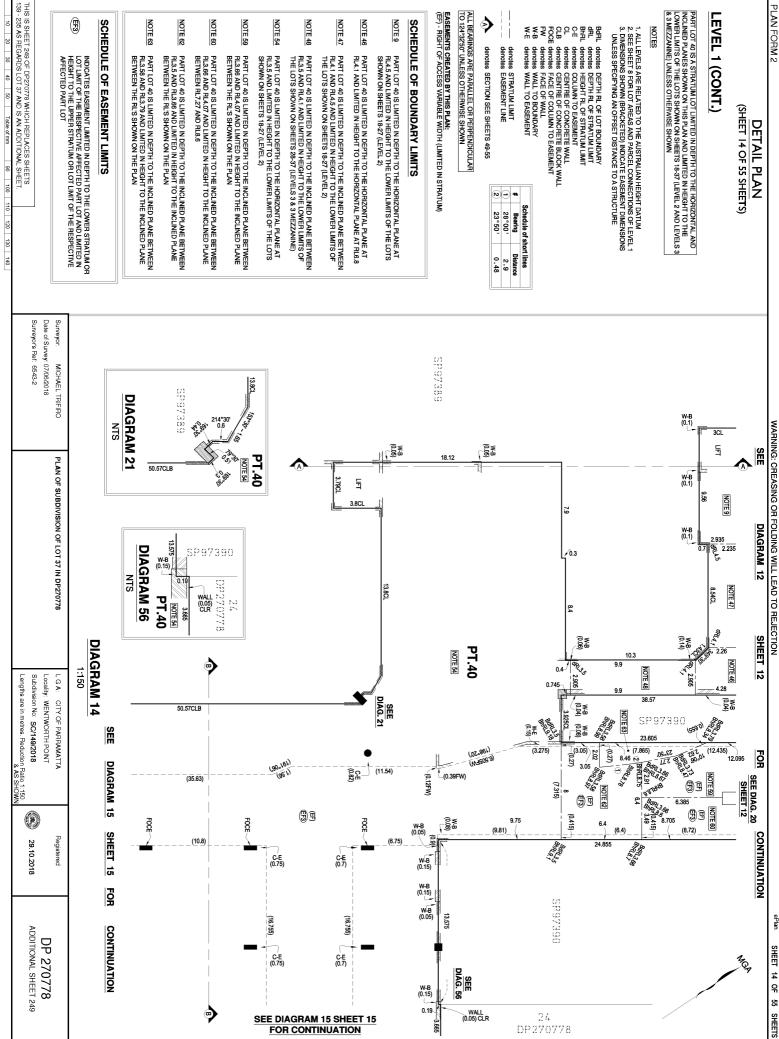
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:325 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005



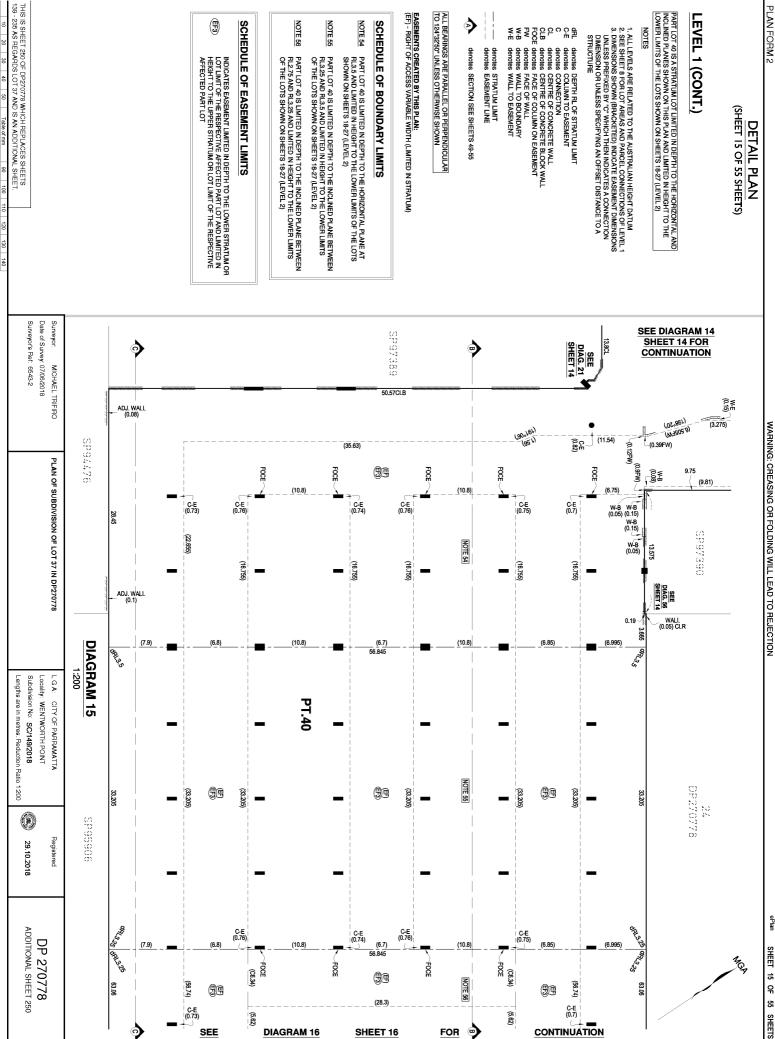


SHEET 12 OF 55 SHEETS





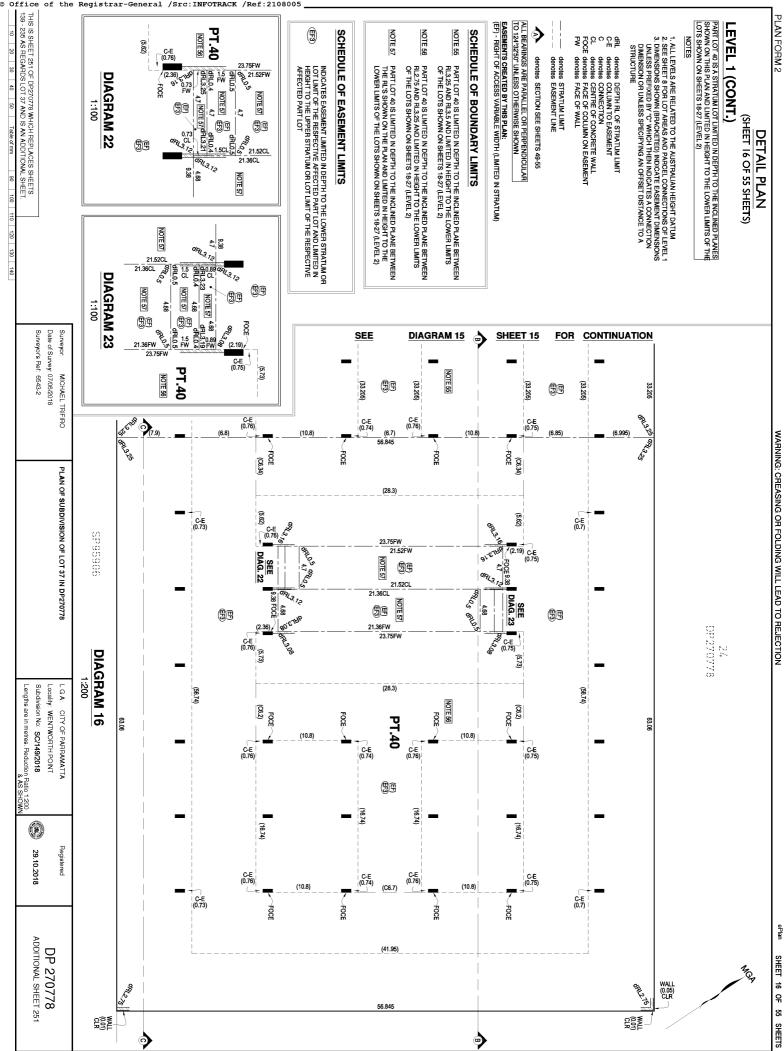
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Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:329 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

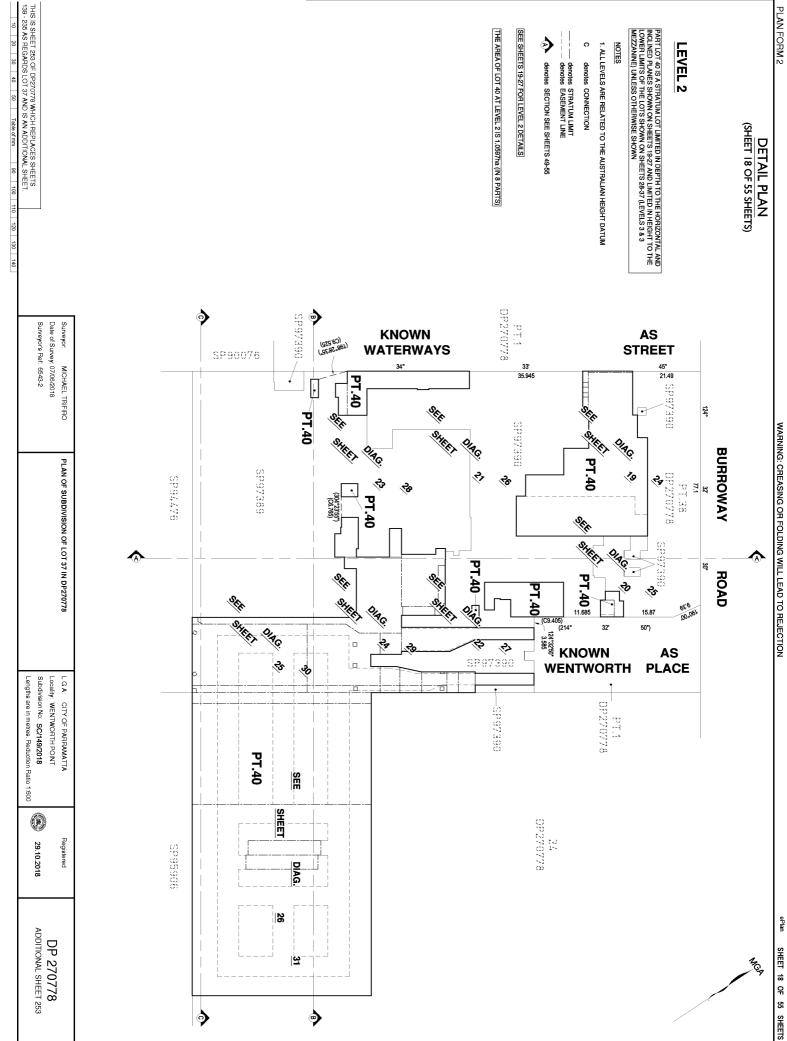
PLAN FORM 2

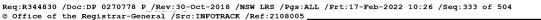
ePlan

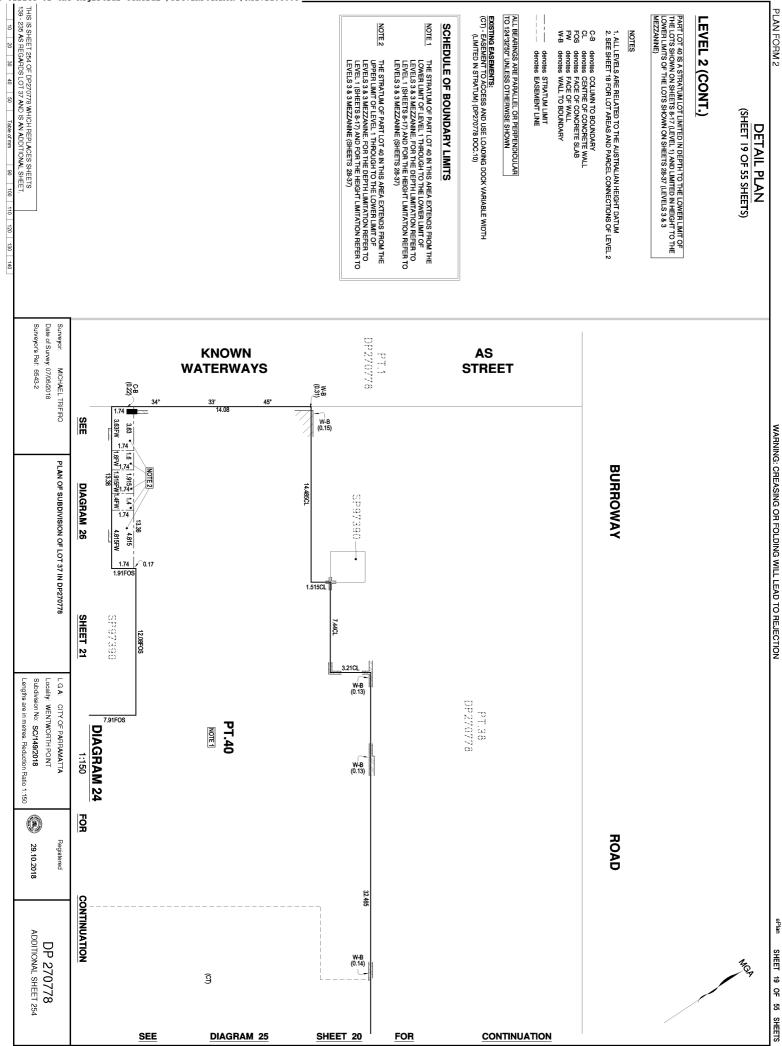


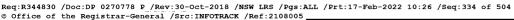
				0270778 istrar-0							/Prt:17	-Feb-2	022 1	0:26	/Seq:3	31 of 5	504								
10 20 30 40 50 Table of mm 90 100	THIS IS SHEET 252 OF DP270778 WHICH REPLACES SHEETS 139 - 235 AS REGARDS LOT 37 AND IS AN ADDITIONAL SHEET.					<u>NOTE 15</u>	NOTE 14	NOTE 13	NOTE 12	<u>NOTE 11</u>	NOTE 10 PAR 101 SHE		NOTE 9 PAR	NOTE 8 PAR HOR TO 1		HEIC ON S NOTE 7 PAR	NOTE 6 PAR PLA	NOTES PAR PLA	NOTE4 PLANE PLANE LIMITER			NOTE2 PAR PLAI	NOTE 1 PAR HOR TO 1	SCHEDULE	
110 120 130 140		Surveyor, M Date of Survey, 07 Surveyors Bef. 6				PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL3.83 AND RL3.9 AND LIMITED IN HEIGHT TO THE INCI INED PLANE RETWEEN RI 7 1 AND		PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.7 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.5	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.5 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.5	LOT 40 IS LIMITED IN DEPTH TO THE INCLINED BETWEEN THE RL'S SHOWN ON THE PLAY AND ED IN HEIGHT TO THE HORIZONTAL PLANE AT	PART.LCT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL3.9 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LCTS SHOWN ON SHEETS 18-27 (LEVEL 2)			PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.5 AND LIMITED IN HEIGHT <u>N</u> TO THE LOWER LIMITS OF THE LOTS SHOWN ON	HORIZONTAL PLANE AT RL5.7 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON <u>N</u> SHEETS 18-27 (LEVEL 2)			PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND UNITED IN HEIGHT TO THE LOWER LIMITS OF THE LOWER LIMITS OF THE	OT 40 IS LIMITED IN DEPTH TO THE INCLINED BETWEEN THE RL'S SHOWN ON THE PLAN AND D IN HEIGHT TO THE HORIZONTAL PLANE AT			PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED N PLANE BETWEEN RL2.35 AND RL2.8 AND LIMITED IN	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL2.35 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.95	OF BOUNDARY LIMITS RELATING TO SHEET 9	
	r -	MICHAEL TRIFIRO PLAN OF 07/06/2018 6543-2					HOTE 34 PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.5 AND LIMITED TO THE HORIZONTAL PLANE AT RL6.8	18	8 8	ŭ	3 26		5	NOTE 24 PART LOT 40 IS LIMITED I HORIZONTAL PLANE AT F	NOTE 23 PART LOT 40 IS LIMITED I HORIZONTAL PLANE AT F TO THE INCLINED PLANE	NOTE 22 PART LOT 40 IS LIMITED I HORIZONTAL PLANE AT F TO THE INCLINED PLANE	NOTE 21 PART LOT 40 IS LIMITED I HORIZONTAL PLANE AT F TO THE INCLINED PLANE	NOTE 20 PART LOT 40 IS LIMITED IN D HORIZONTAL PLANE AT RL3.0 TO THE HORIZONTAL PLANE	NOTE 19 PART LOT 40 IS LIMITED I HORIZONTAL PLANE AT F		NOTE 18 PART LOT 40 IS LIMITED I	NOTE 17 PART LOT 40 IS LIMITED I HORIZONTAL PLANE AT F	NOTE 16 PART LOT 40 IS LIMITED I PLANE BETWEEN RL3.65 HEIGHT TO THE HORIZOP	O SHEET 9	(SHE
		JF SUBDIVISION OF LOT 37 IN DP270778					NUEPTH TO THE NUE AT RL6.8	HART LCD 140 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RUAS AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.2 AND RL7.5	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL3.65 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL5.10 AND RL5.24	PLANE BETWEEN ALSO AND FLAT TO THE INCLUSED PLANE BETWEEN ALSO AND FLAT.74 AND INITED IN HEIGHT TO THE INCLUSED PLANE BETWEEN FLS.24 AND FL5.44	SART LOT 40 IS LIMITED IN DEPTH 10 THE INCLINED PLANE BETWEEN RL3.74 AND RL3.81 AND LIMITED IN HEIGHT 10 THE HORIZONTAL PLANE AT RL5.40	PLANE BETWEEN RU3.81 AND RL4.03 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL5.70	TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 18-27 (LEVEL 2)	N DEPTH TO THE 1L3.65 AND LIMITED IN HEIGHT	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL3.65 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL5.0 AND RL5.9	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL3.55 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.05 AND RL6.5	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL3.65 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.5 AND RL6.8	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL3.55 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.5	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RI3.56 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.8	PLANE BETWEEN RL3.65 AND RL3.83 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL6.82 AND RL7.1	n Depth to the inclined	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL3.55 AND LIMITED IN HEIGHT	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL3.65 AND RL3.83 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.8		DETAIL PLAN (SHEET 17 OF 55 SHEETS)
	Ler			NOTE 63	NOTE 61	NOTE 60				NOTE 51	NOTE 50	NOTE 49	NOTE 48		NOTE 46					NOTE 41	NOTE 40	NOTE 12	NOTE 9	NOTE 5	SCHEDL
	Lengths are in metres. Reduction Ratio N/A	L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT Subdivision No: SC/140/2018		PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI3.58 AND RI3.79 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL3.83 AND RL3.86 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.75	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL3.86 AND RL4.07 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.27 AND RL8.6	PART LCJ 40 IS LMITED IN DEPTH TO THE INCLINED PLANE BETWEEN FIL366 AND FL4.07 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE FL'S SHOWN ON THE PLAN	PART LCJ 40 IS LMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.07 AND RL4.1 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.2 AND RL7.4	R4.575 AND RL42 AND LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN R5.575 AND RL4.2 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL13.4	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN R. S $(A\!\cdot\!\hat{D})$ (see schedule of reduced levels on sheet 12) and LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL13.4	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL5.75 AND RL4.1 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL13.4	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL5.75 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL13.4	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI.3.5 AND RI.4.1 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE)	RL4.1 AND RL4.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 18-27 (LEVEL 2)	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4:1 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.8 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEE	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN FIL4.1 AND 4.17 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT FIL6.8	PART LCJ 40 S LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4:17 AND 423 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7:29 AND RL7:8	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4.17 AND 4.5 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.8	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.5 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.2	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.5 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.1	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.5 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.8	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.5 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.5	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 18-27 (LEVEL 2)	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 18-27 (LEVEL 2)	SCHEDULE OF BOUNDARY LIMITS RELATING TO SHEET 12
	29.10.2018	т	]	HE INCLINED PLANE BETWEEN 3HT TO THE INCLINED PLANE AN	HE INCLINED PLANE BETWEEN 3HT TO THE HORIZONTAL	HE INCLINED PLANE BETWEEN	HE INCLINED PLANE BE I WEEN 3HT TO THE INCLINED PLANE AN	HE INCLINED PLANE BE IWEEN HT TO THE INCLINED PLANE	HE INCLINED PLANE BETWEEN	HE INCLINED PLANE BETWEEN ED LEVELS ON SHEET 12) AND L PLANE AT RL13.4	HE INCLINED PLANE BETWEEN HT TO THE HORIZONTAL	HE HORIZONTAL PLANE AT HORIZONTAL PLANE AT	HE INCLINED PLANE BETWEEN T TO THE LOWER LIMITS OF EVELS 3 & 3 MEZZANINE)	T TO THE LOWER LIMITS OF EVEL 2)	HE HORIZONTAL PLANE AT IORIZONTAL PLANE AT RL6.8 HE INCLINED PLANE BETWEEN	HE INCLINED PLANE BETWEEN TO THE HORIZONTAL PLANE	T TO THE INCLINED PLANE TO THE INCLINED PLANE	HE INCLINED PLANE BETWEEN	HE HORIZONTAL PLANE AT IORIZONTAL PLANE AT RL7.2	HE HORIZONTAL PLANE AT IORIZONTAL PLANE AT RL7.1	HE HORIZONTAL PLANE AT	HE HORIZONTAL PLANE AT IORIZONTAL PLANE AT RL7.5	HE HORIZONTAL PLANE AT OWER LIMITS OF THE LOTS	HE INCLINED PLANE BETWEEN MITED IN HEIGHT TO THE N SHEETS 18-27 (LEVEL 2)	RELATING TO SHEET 12
	ADUI IIONAL SHEE I 252	DP 270778		<u> </u>																					

PLAN FORM 2



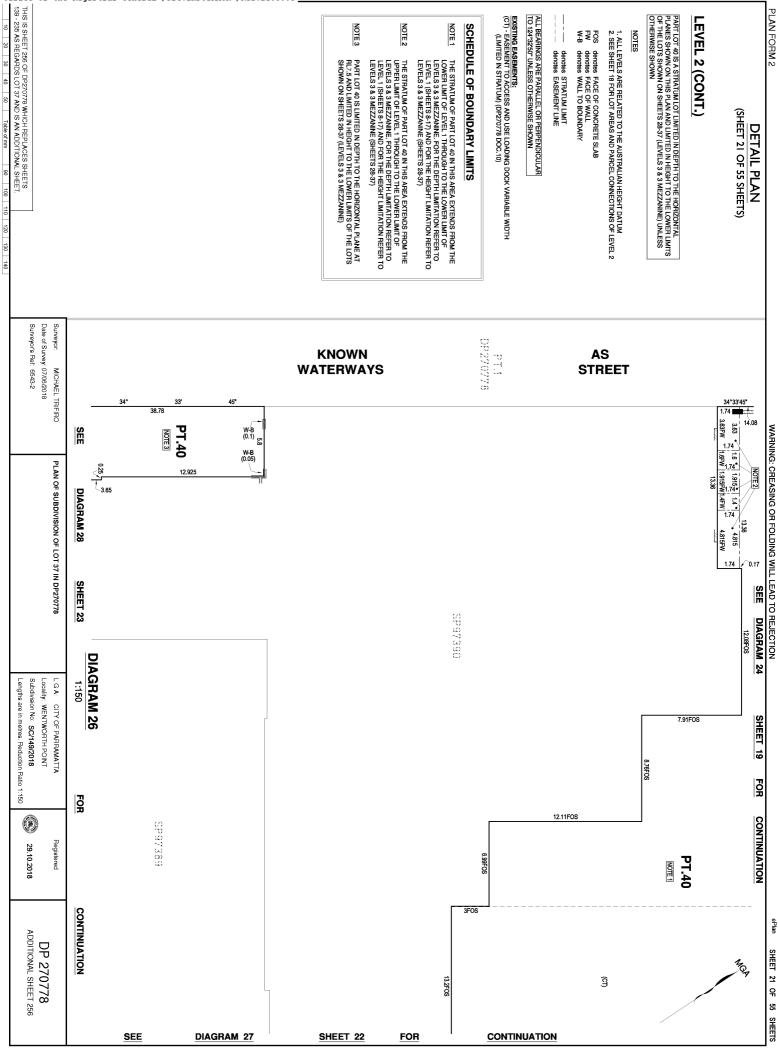




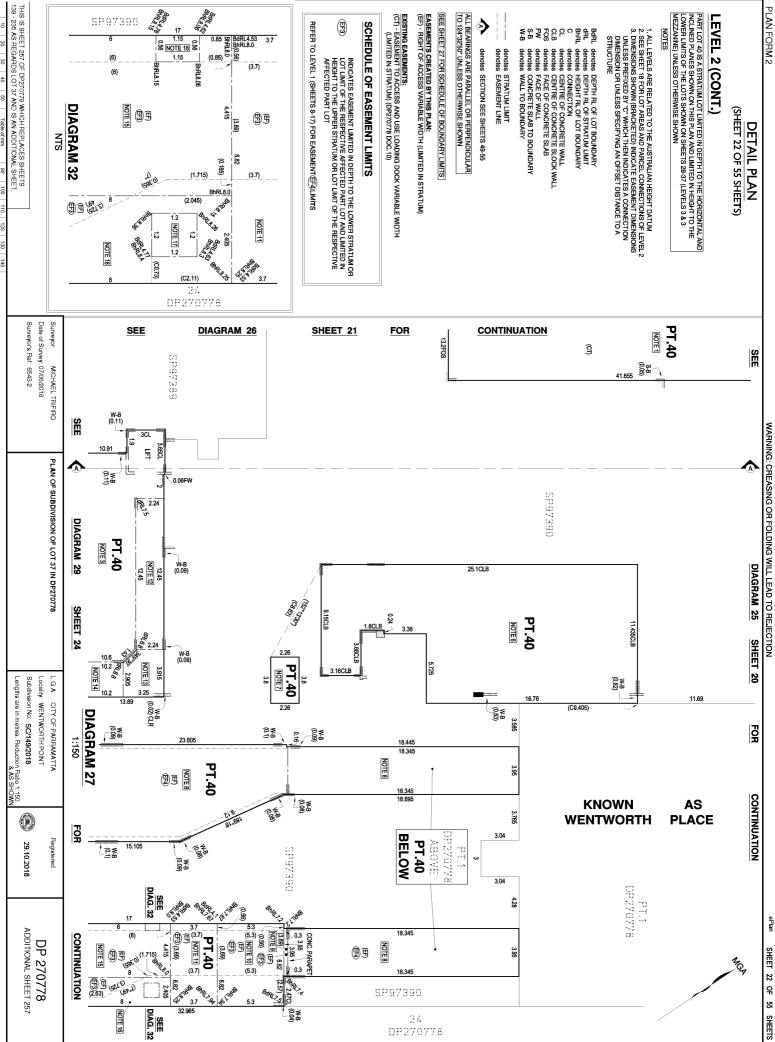


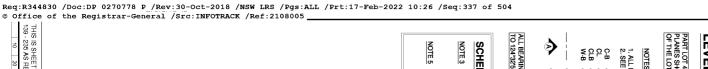
THIS IS SHEET 255 OF DP270778 WHICH REPLACES SHEETS 139 - 235 AS REGARDS LOT 37 AND IS AN ADDITIONAL SHEET. PLAN FORM 2 EXISTING EASEMENTS: (CT) - EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP27078 DOC.10) (CX) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP270778 DOC.10) ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 124°32'50" UNLESS OTHERWISE SHOWN PART LOT 40 IS A STRATUM LOT LIMITED IN DEPTH TO THE HORIZONTAL PLANES SHOWN ON THIS PLAN AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE) UNLESS OTHERWISE SHOWN LEVEL 2 (CONT.) \$ NOTE 3 NOTE 1 NOTE 4 SCHEDULE OF BOUNDARY LIMITS 주 문 다 다 문 NOTES 1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM 2. SEE SHEET 18 FOR LOT AREAS AND PARCEL CONNECTIONS OF LEVEL 2 denotes COLLWAN TO BOUNDARY denotes CENTRE OF CONCRETE WALL denotes CENTRE OF CONCRETE BLOCK WALL denotes WALL TO BOUNDARY denotes STRATUM LIMIT denotes EASEMENT LINE denotes SECTION SEE SHEETS 49-55 PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL8.65 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE) PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE) THE STRATUM OF PART LOT 40 IN THIS AREA EXTENDS FROM THE LOWER LIMIT OF LEVEL 1 THROUGH TO THE LOWER LIMIT OF LEVEL 1 (SHEETS 8-17) AND FOR THE DEPTH LIMITATION REFER TO LEVEL 1 (SHEETS 8-17) AND FOR THE HEIGHT LIMITATION REFER TO LEVELS 3 & 3 MEZZANINE (SHEETS 28-37) (SHEET 20 OF 55 SHEETS) DETAIL PLAN 140 SEE DIAGRAM 24 SHEET 19 FOR CONTINUATION Surveyor's Ref: 6543-2 Date of Survey: 07/06/2018 Surveyor: PT.40 NOTE 1 32.465 ĝ (0.16) MICHAEL TRIFIRO 41 655 SP97390 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION SEE PLAN OF SUBDIVISION OF LOT 37 IN DP270778 DIAGRAM 27 SP97390 SP97390 DP270778 PT.38 BURROWAY SHEET 22 3.19 NOTE 3 **DIAGRAM 25 PT.40** NOTE 4 (CX)-5.52 5.52 5 Subdivision No: SC/149/2018 LG A: CITY OF PARRAMATTA \_engths are in metres. Reduction Ratio 1:150 Locality: WENTWORTH POINT 1:150 (0.53) POR ROAD ٢ DP270778 KNOWN AS Hegistered 29.10.2018 PLACE WENTWORTH CONTINUATION ePlan ADDITIONAL SHEET 255 DP 270778 MGR 24 DP270778

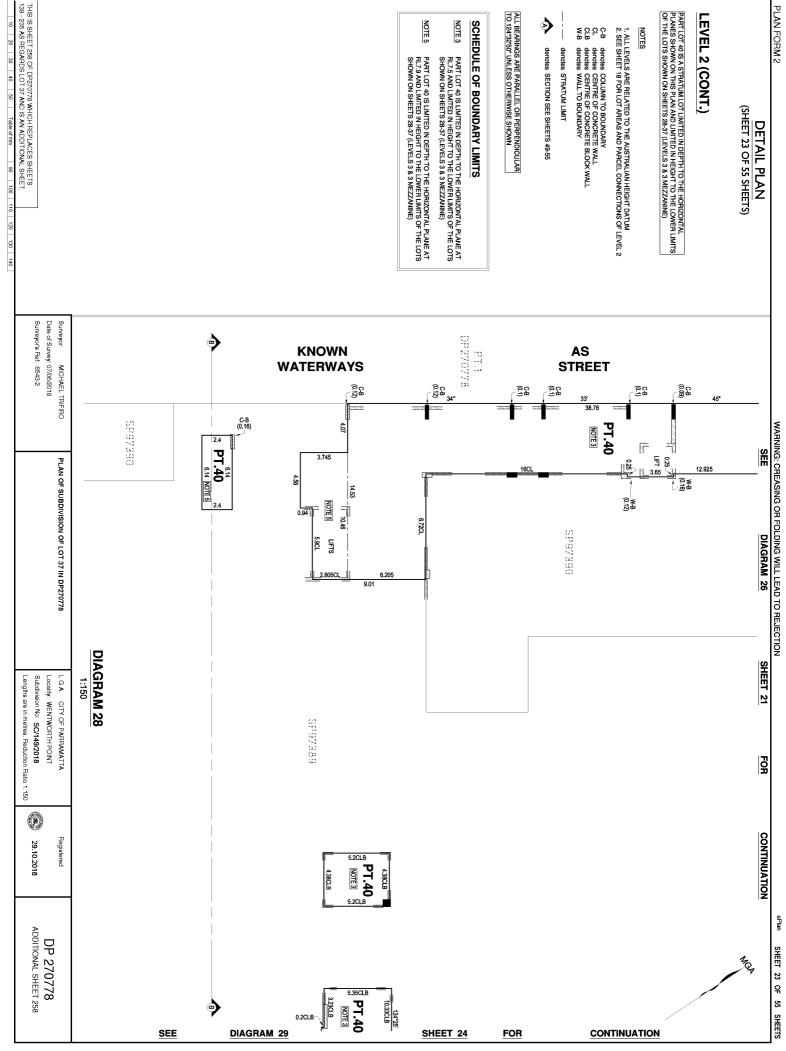
SHEET 20 OF 55 SHEETS

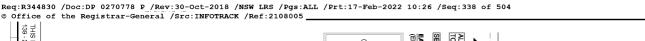


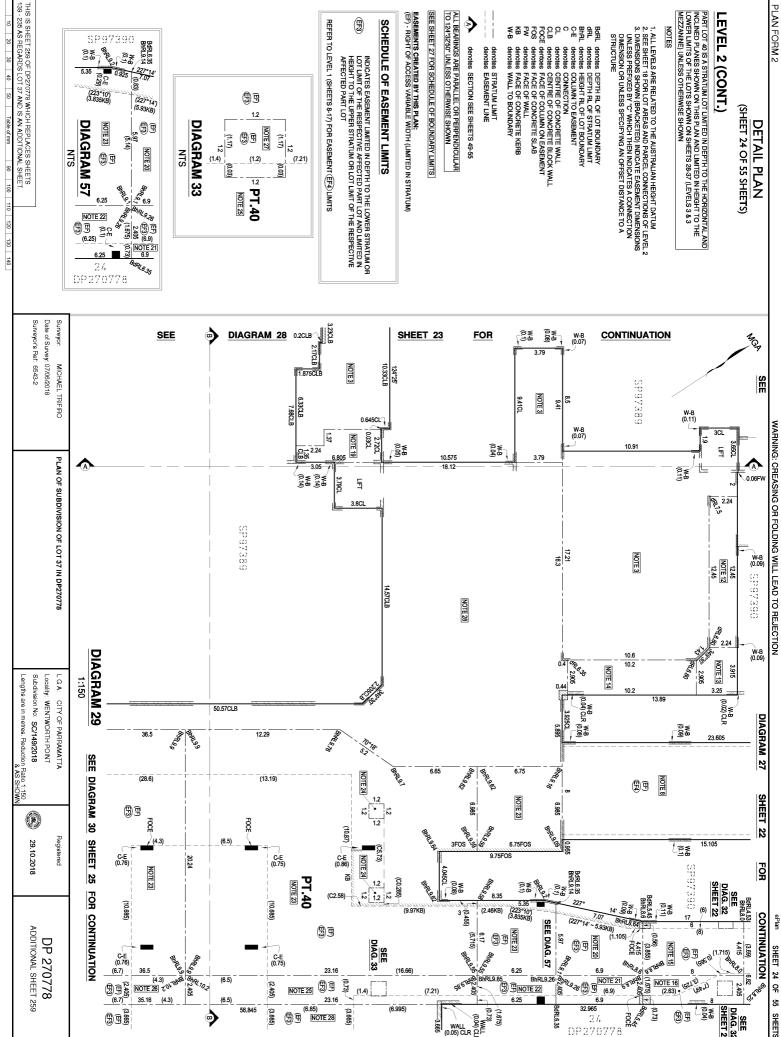
PLAN FORM 2

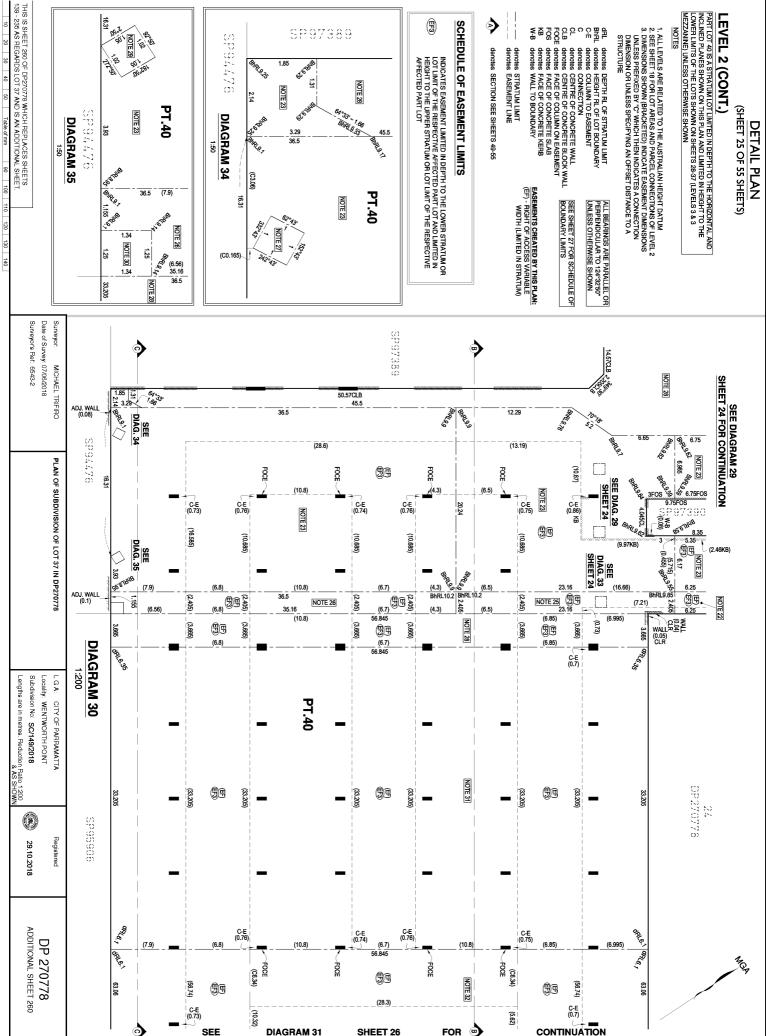








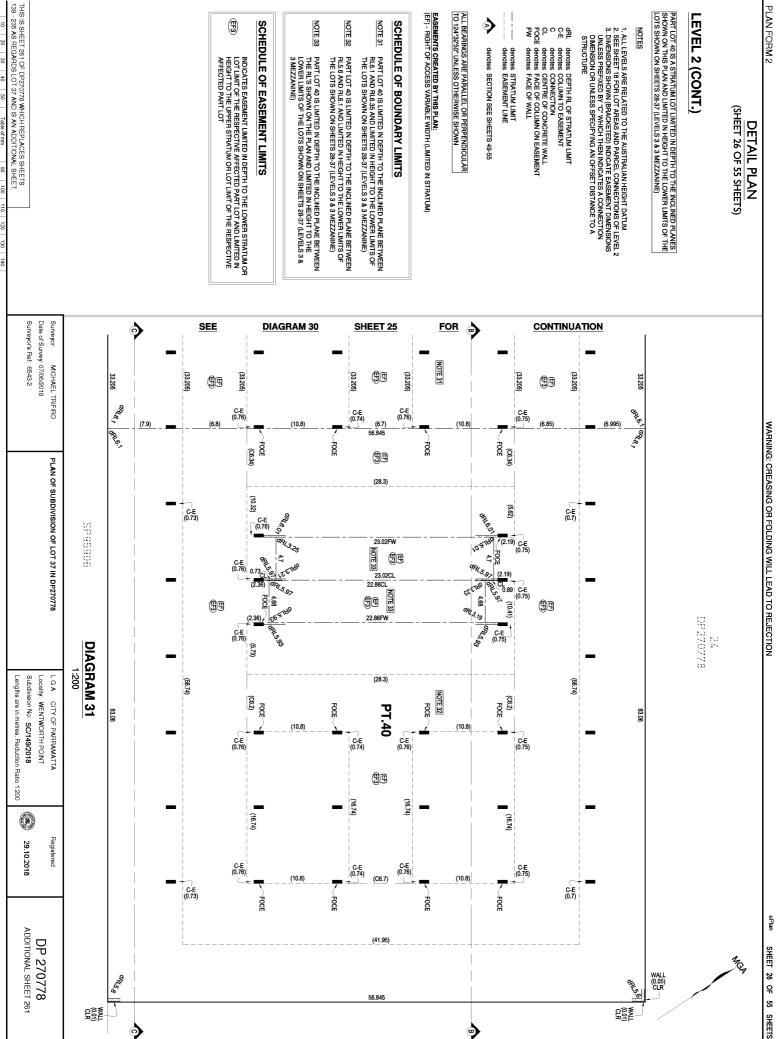




WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 25 OF 55 SHEETS

PLAN FORM 2



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WARNING:
CREASIN
G OR FOLD
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LEAD TO R
EJECTION

(SHEET 27 OF 55 SHEETS) DETAIL PLAN

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10	THIS IS SHE 139 - 235 AS							-							
20 30 40	F 262 OF D EGARDS I				NOTE 18	NOTE 17	NOTE 16	NOTE 15	NOTE 14	NOTE 13	NOTE 12	NOTE 11	NOTE 10	NOTE 9	NOTE 8
50 Ta	270778 WHICH 17 37 AND IS A				Part Lot 4 RL4.62 and Plane at r	Part lot 4 RL4.63 and Plane at r	Part lot 4 RL4.53 and Between t	Part lot 4 RL4.53 and Between R	Part lot 4 RL6.35 and The lots s	Part Lot 4 RL6.8 and L Shown on	PART LOT 44 RL6.8 and F The Lots S	Part lot 4 RL4.1 and R Between t	Part lot 4 RL4.10 and The RL's Sf	Part Lot 4 RL4.20 and RL7.2 and R	PART LOT 4
Table of mm	I REPLACES S				PART LOT 40 IS LIMITED IN DEPTH RL4.62 AND RL4.76 AND LIMITED IN PLANE AT RL7.75	PART LOT 40 IS LIMITED IN RL4.63 AND RL4.77 AND LI PLANE AT RL6.75	Part lot 40 is limited in Depth 1 RL4.53 and RL5.45 and limited in Between the RL's Shown on th	PART LOT 40 IS LIMITED IN DEPTH 1 RL4.53 AND RL5.45 AND LIMITED IN BETWEEN RL8.0 AND RL8.6	PART LOT 40 IS LIMITED IN DEPTH 1 RL6.35 AND RL6.80 AND LIMITED IN THE LOTS SHOWN ON SHEETS 28-0	Part lot 40 is limited in depth 1 RL6.8 and limited in height to t Shown on sheets 28-37 (levels	PART LOT 40 IS LIMITED IN DEPTH 1 RL6.8 AND RL7.5 AND LIMITED IN HE THE LOTS SHOWN ON SHEETS 28-3	Part Lot 40 is limited in Depth" RL4.1 and RL4.53 and limited in F Between the RL's Shown on th	PART LOT 40 IS LIMITED IN DEPTH 1 RL4.10 AND LIMITED IN HEIGHT TO THE RL'S SHOWN ON THE PLAN	PART LOT 40 IS LIMITED IN DEPTH 1 RL4.20 AND LIMITED IN HEIGHT TO RL7.2 AND RL7.4	Part lot 40 is limited in Stratu Limits as noted on level 1 (She
90 100	SHEE				IMITED IN	) IN DEPTH 1 LIMITED IN	n depth 1 Mited In Vn on th	N DEPTH 1 MITED IN .6	n depth 1 Mited In Eets 28-3	n depth 1 Ght to t 7 (levels	N DEPTH 1 ITED IN HE EETS 28-3	n depth t Aited in f Vn on th	IN DEPTH TO	Ight to	EL 1 (SHE

120 130 140

Date of Survey: 07/06/2018 Surveyor's Ref: 6543-2 Surveyor: MICHAEL TRIFIRO

PLAN OF SUBDIVISION OF LOT 37 IN DP270778

L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT Subdivision No: SC/149/2018 Lengths are in metres. Reduction Ratio N/A

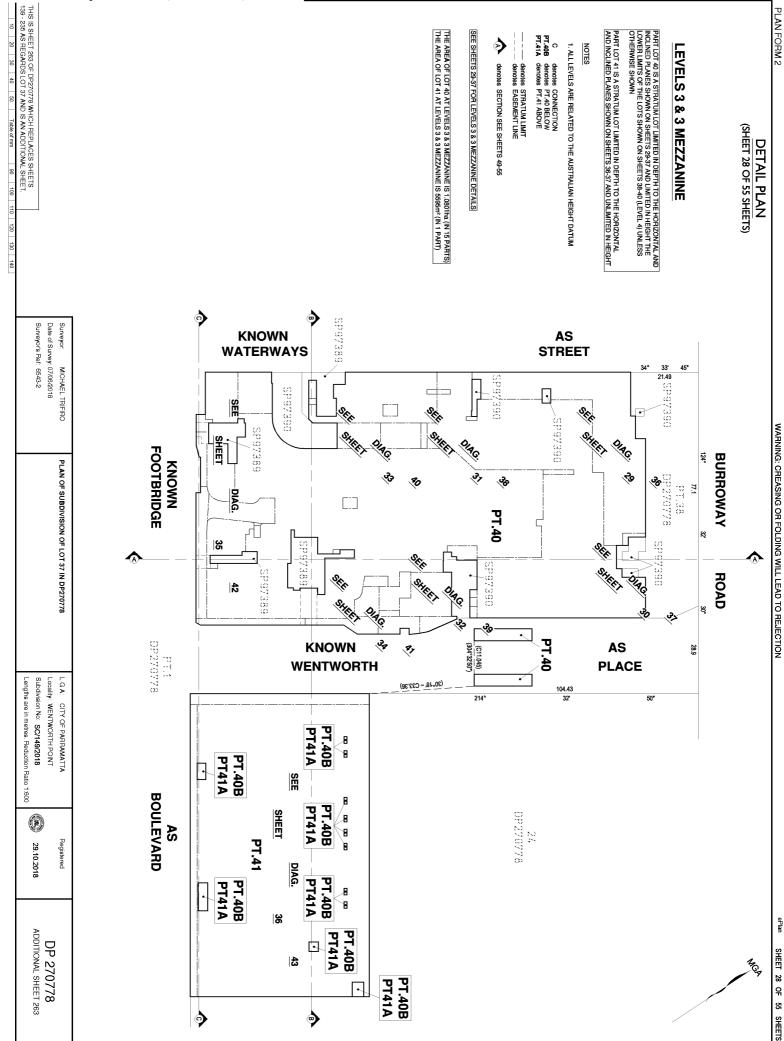
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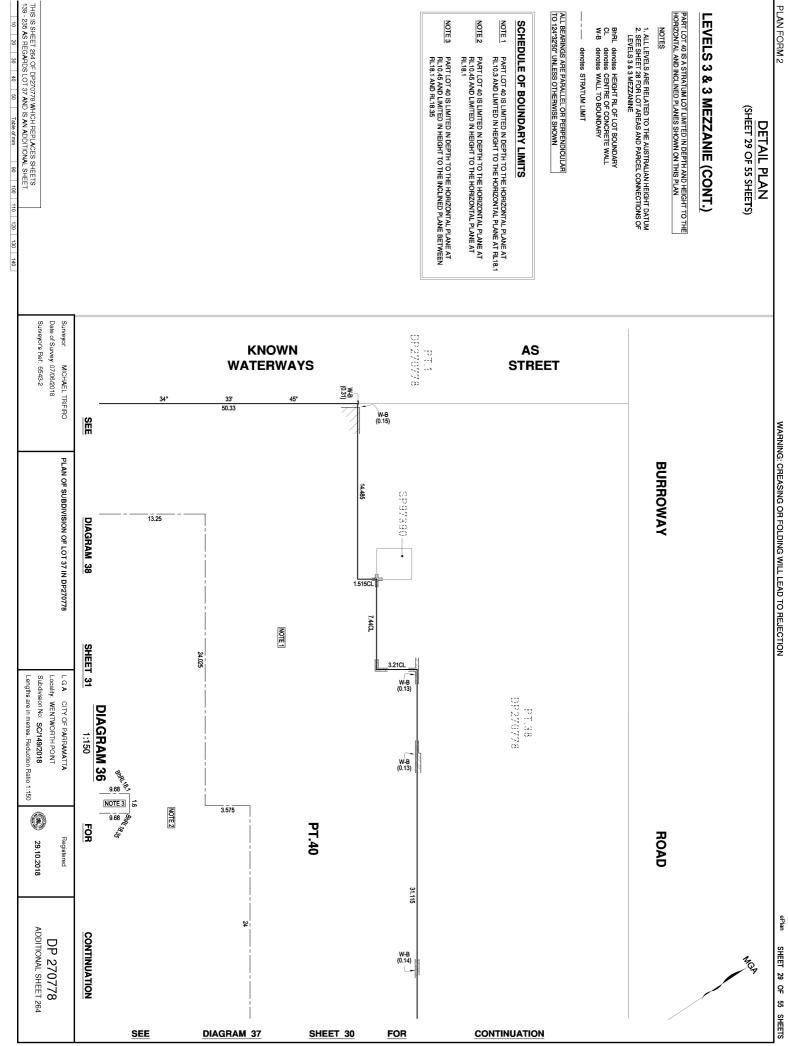
DP 270778 ADDITIONAL SHEET 262

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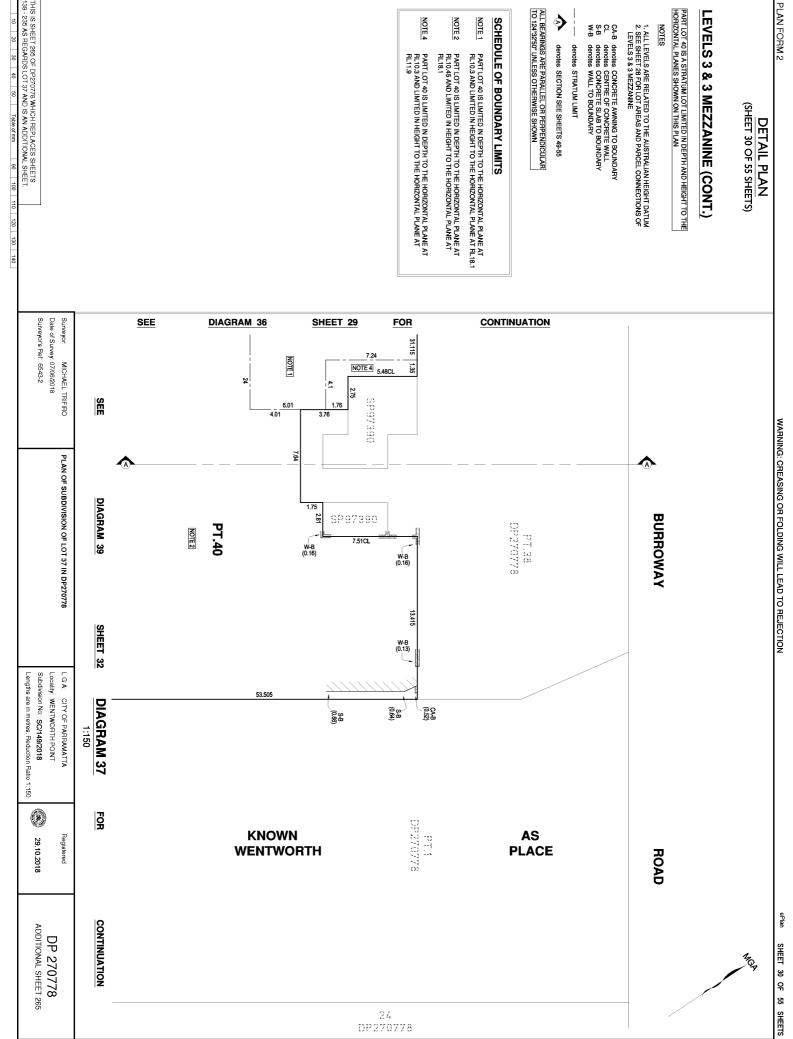
		NOTE 18	NOTE 17		5	NOTE 15	NOTE 14	NOTE 13	NOTE 12	NOTE 11	NOTE 10	NOTE 9	NOTE 8	NOTE 7	NOTE 6	NOTE 3	NOTE 1	SCHEDULE
	PLANE AT RL7.75	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI-4.82 AND RI-4.76 AND LIMITED IN HEIGHT TO THE HORIZONTAL	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL463 AND RL4.77 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL6.75	PAY I SUT AND EAST IN DEFINITION THE INSURANCE PAYE BETWEEN REASS AND BLSAKE AND LIMMED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RUS SHOWN ON THE PLAN	RL4.SS AND RL5.45 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL8.0 AND RL8.6 PLANE INTERNATION IN PLANE	THE LOTS SHOWN ON SHEETS 28-37 (EVELS 3.8.3 MEZZANINE) PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.8 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEFTS 38-37 IF KPEI S 3 & AMEZZANINE	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN PL68 AND PL7.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28.37 (LEVELS 3.8.3 MEZZANINE)	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL4:1 AND RL4:SS AND LIMITED IN HEIGHT TO THE INCLINED PLANE DETWICEN THE DIA S GUOMMA ON THE DIAN	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.10 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RLYS SHOWN ON THE PLAN	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL4.20 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL7.2 AND RL7.4	LOTS SHOWN ON SHEETS 38-40 (LEVEL 4) PART LOT 40 IS LIMITED IN STRATUM TO THE UPPER AND LOWER LIMITS AS NOTED ON LEVEL 1 (SHEETS 8-17)	KL,224 AND LIMITED IN HEIGHT I'D I HE LOWERT LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE) PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT BIT 20 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE	HC.25 AND LIMITED IN HEIGHT I TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS & 3 MEZZANINE) PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT DI 700 MUST LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT	MEZZANNE (SHEETS 28-37) PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT	THE STRATUM OF PART LOT 40 IN THIS AREA EXTENDS FROM THE LOWER LIMIT OF LEVEL 1 THROUGH TO THE LOWER LIMIT OF LEVELS 3.8 3 MEZZANNE. FOR THE DEPTH LIMITATION REFER TO LEVEL 1 (SHEETS 9-17) AND FOR THE HEIGHT LIMITATION REFER TO LEVELS 3.8.3	JLE OF BOUNDARY LIMITS RELATING TO SHEET 22
NOTE 28	NOTE 27		NOTE 26	NOTE 25	NOTE 24	NOTE 23		NOTE 22	NOTE 21	NOTE 3	NOTE 19	NOTE 16	NOTE 15	NOTE 14		NOTE 8	NOTE 3	SCHE
PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RLS.35 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS	PLASS AND LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RLS3S AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL83S	RL6.35 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWI RL9.1 AND RL10.2		PLG-30		PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.35 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN	RL6.35 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL9.28 AND RL9.85								PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BE RIGB AUD RIZ 5 AND LIMITED IN HEIGHT TO THE LOVER LIMITE THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE DATH LOT 46 SHAWTO IN DEPTH TO THE LODIZATION RUMAN	PART LOT 40 IS LIMITED IN STRATUM TO THE UPPER AND LOWER LIMITS AS NOTED ON LEVEL 1 (SHEETS 8-17)	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE)	SCHEDULE OF BOUNDARY LIMITS RELATING TO SHEET 24
								NOTE 32	NOTE 31	NOTE 30	NOTE 29	NOTE 28	NOTE 27	NOTE 26	NOTE 25	NOTE 23	NOTE 22	SCHEDULE
								PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL5.6 AND RL6.1 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE)	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RIG.1 AND RIG.35 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE)	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE. RL6.35 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL7.85	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.35 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.75	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RLS.35 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 28-37 (LEVELS 3 & 3 MEZZANINE)	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE RL6.33 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL8.85	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.35 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL9.1 AND RL10.2	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.35 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL9.85 AND RL10.2	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.35 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN	PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL6.35 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL9.26 AND RL9.85	DULE OF BOUNDARY LIMITS RELATING TO SHEET 25

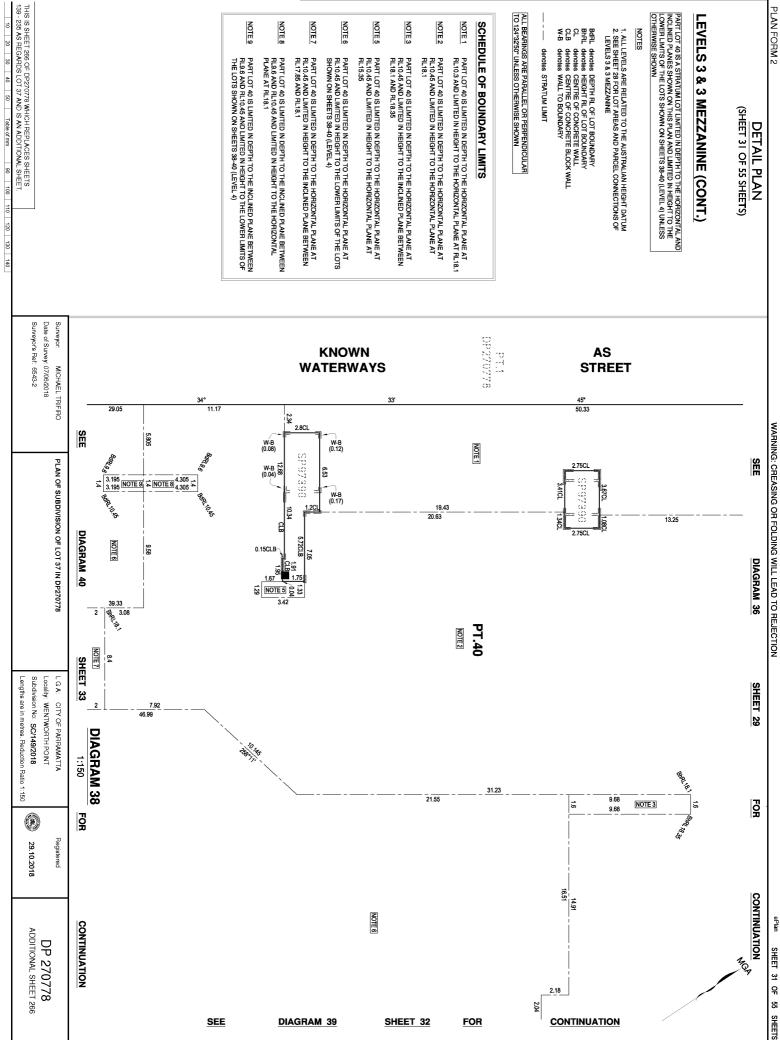


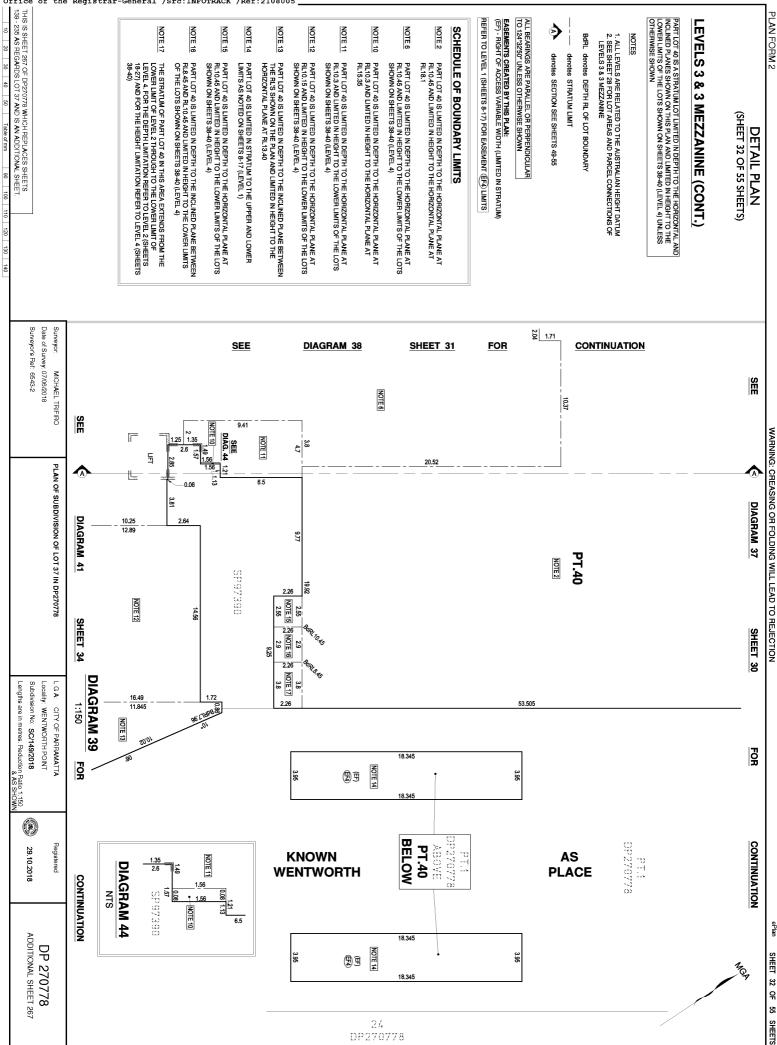




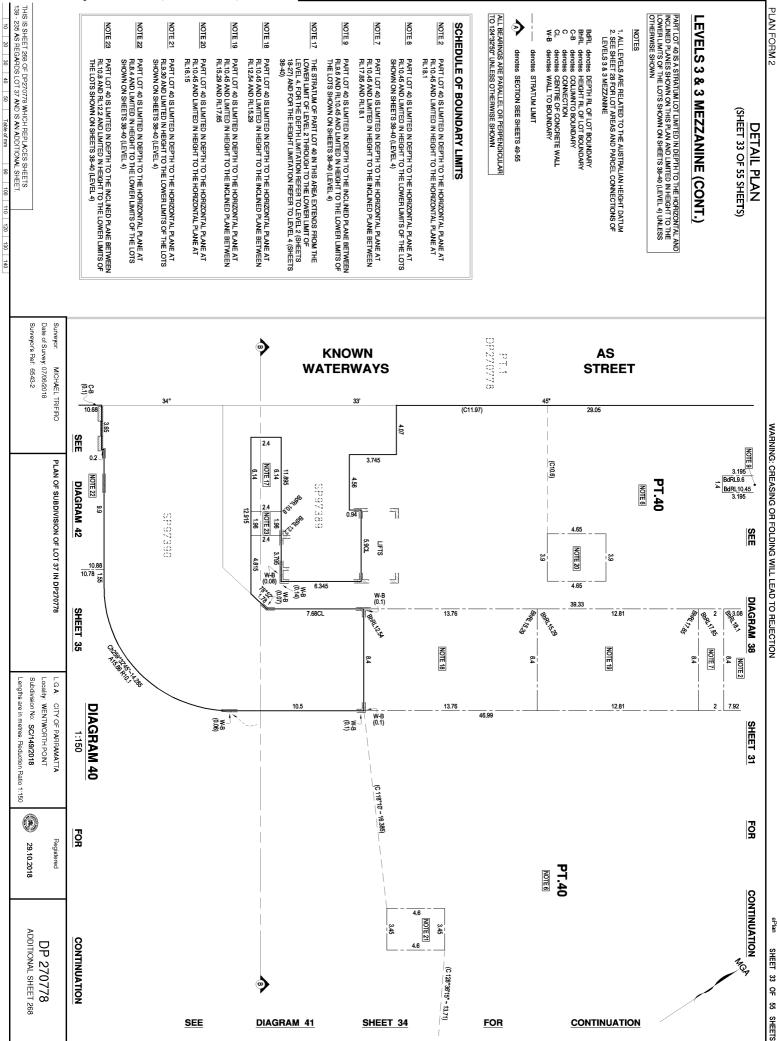
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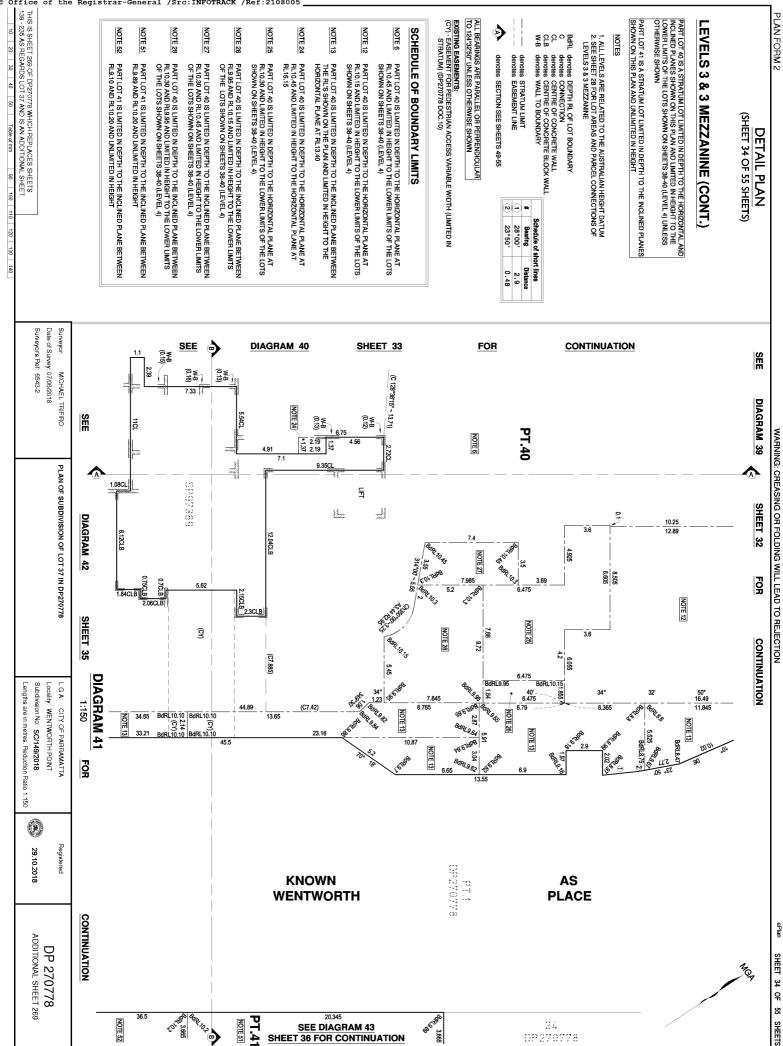




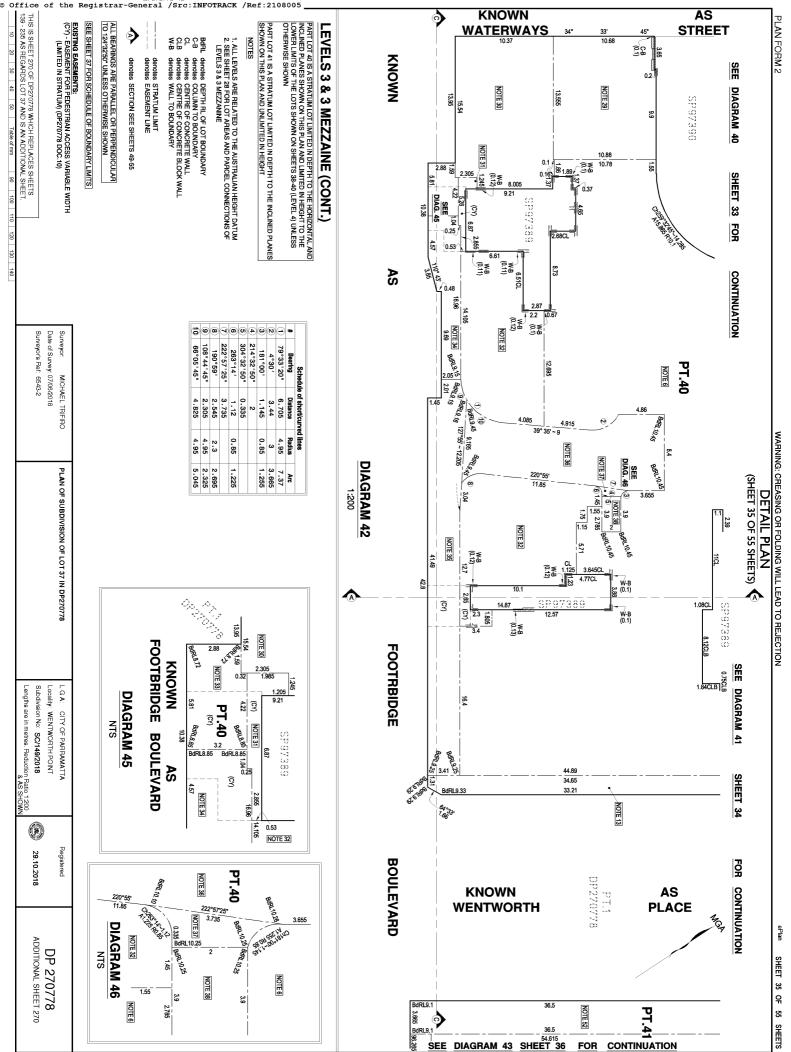
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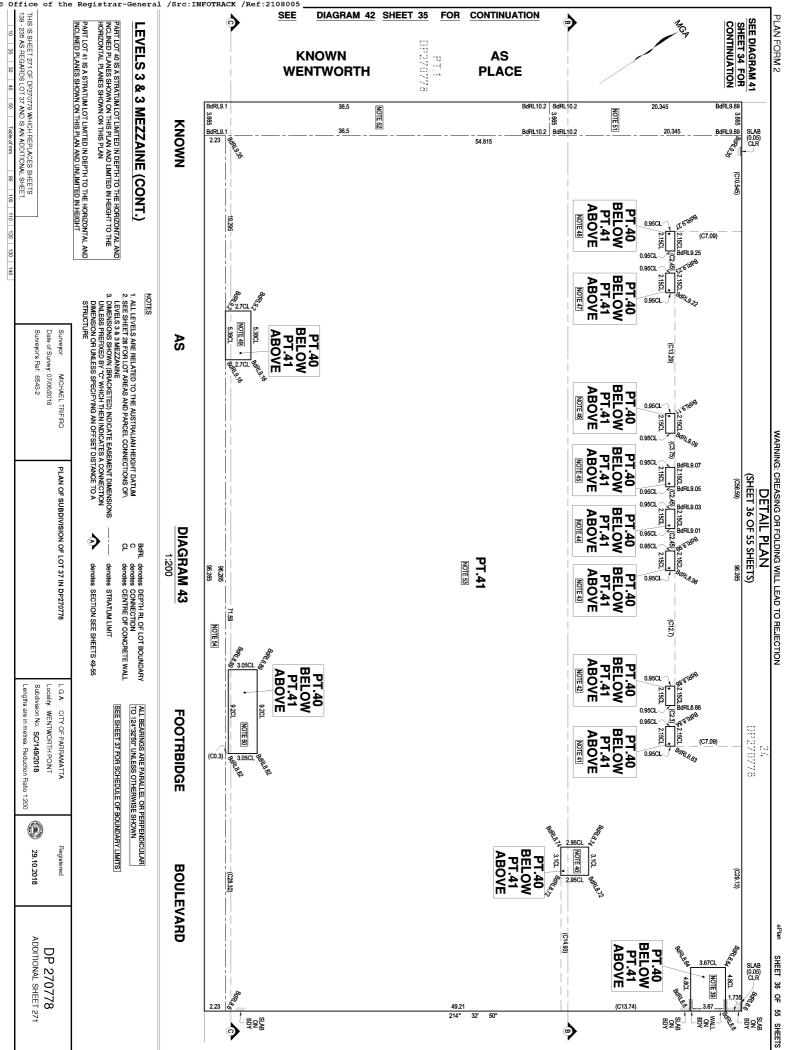


CONTINUATION

FOR

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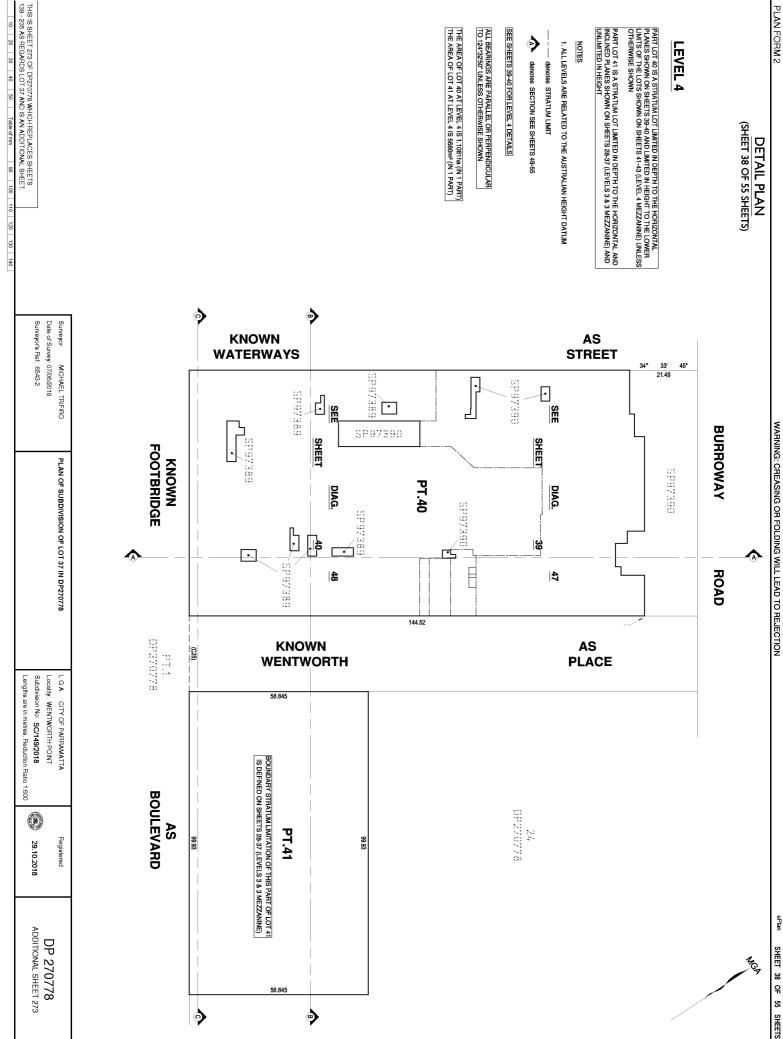
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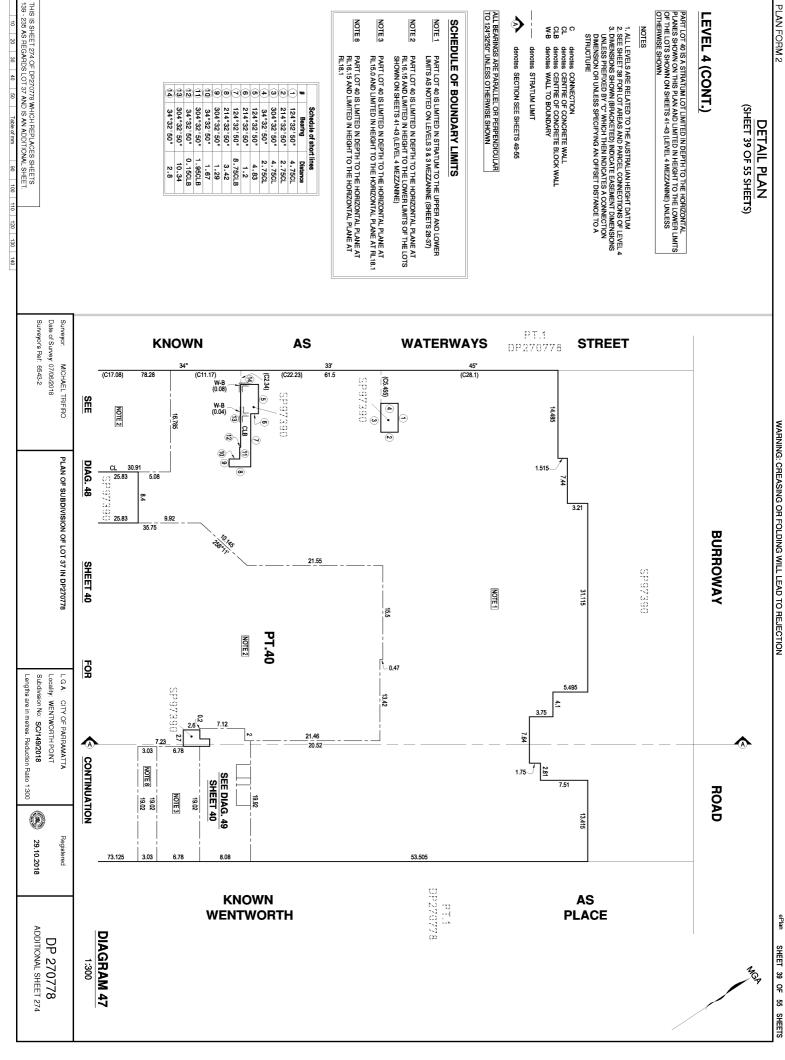


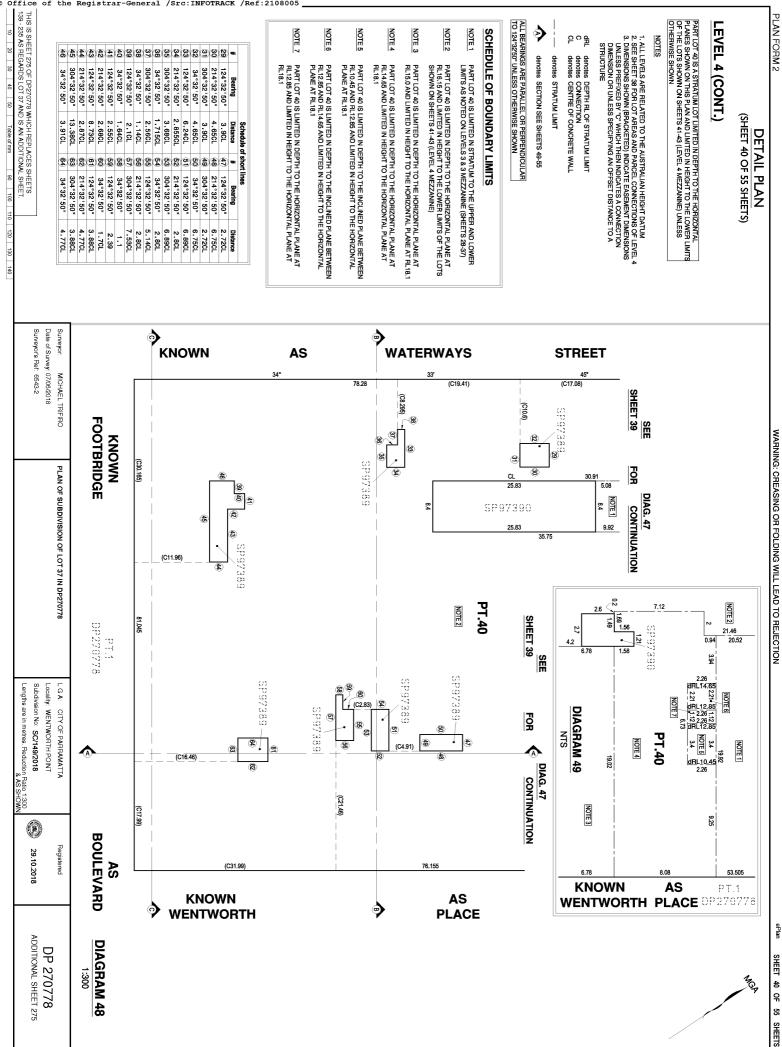
ePlan SHEET 37 OF 55 SHEETS

DETAIL PLAN (SHEET 37 OF 55 SHEETS)

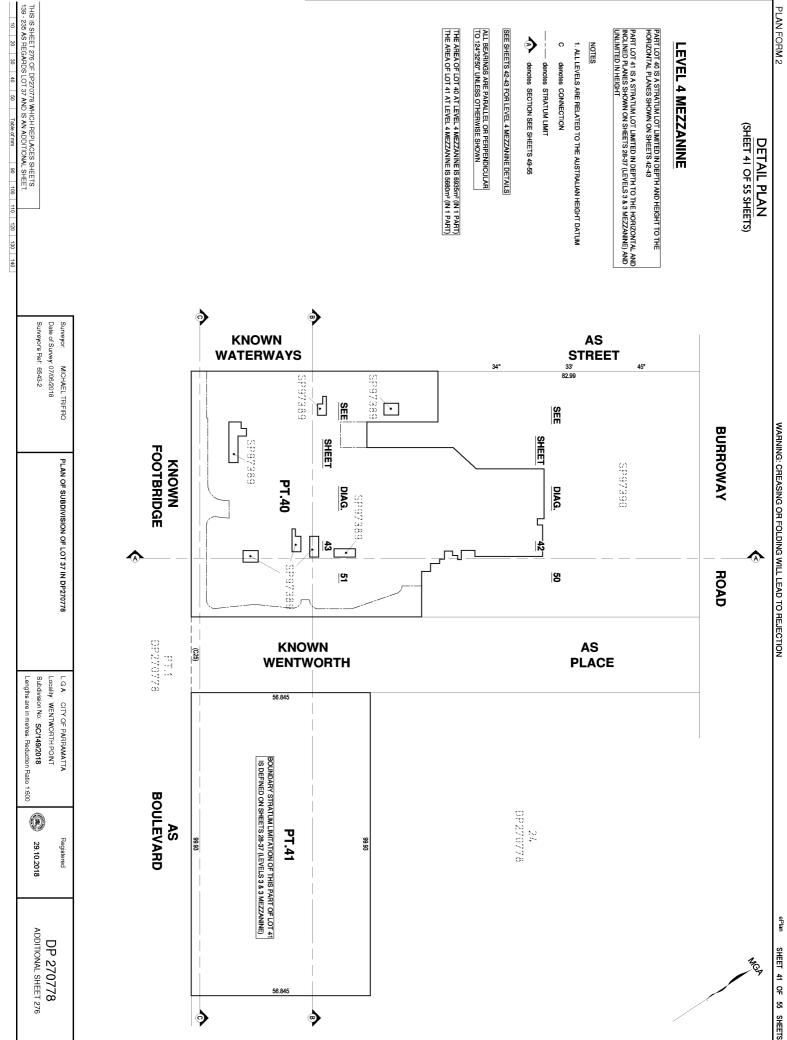
THIS IS SHEET 272 OF DP2 139 - 235 AS REGARDS LO		Z			8	2	¥	<u> 2</u>		2	Z	Z	2	<u>13</u> 100
5 IS SHEET 272 OF DP270778 WHICH REPLACES SHEETS - 235 AS REGARDS LOT 37 AND IS AN ADDITIONAL SHEET.		NOTE 52 PART LOT 41 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9:10 AND RL10.20 AND UNLIMITED IN HEIGHT	INVESTIGATION OF A DISLOW OF THE IN THE INVESTIGATION OF THE LOWER LIMITS OF THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	3	NOTE 38 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.45 AND RL10.45 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	NOTE 35 PART LOT 40 IS LIMITED IN DEPTH TO THE NCLINED PLANE BETWEEN RL3.15 AND RL3.25 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	NOTE 34 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL8.85 AND RL9.15 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	NOTE 33 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RIB.72 AND RIB.85 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	NOTE 32 PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL9.8 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	NOTE 31 PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL9.35 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	NOTE 30 PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL8.5 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	HORIZONTAL PLANE AT RL13.40 NOTE 29 PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RI.8.4 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4)	NOTE 13 PART LOT 40 IS LIMITED IN HEIGHT I TO THE LOWEN LIMITS OF THE LOTS SHOWN ON SHEETS 38-40 (LEVEL 4) NOTE 13 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE BI'S SHOWN ON THE BI AN AND I MITED IN HEIGHT TO THE	NOTE 6 PART LOT 40 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT
Surveyors Het: 6543-2	Ney	IE BETWEEN		O THE EVEL 4)	ER LIMITS	IE BETWEEN R LIMITS OF	IE BETWEEN R LIMITS OF	R LIMITS OF	LANE AT THE LOTS	THE LOTS	THE LOTS	THE LOTS	F THE LOTS	LANE AT
	PLAN OF SUBDIVISION OF LOT 37 IN DP270778	N1922 AND N1922 AND LMI ED IN HEIGHT I D'I HE NOHLZWI'AL PLANE AT 1936 AATI LOT 41 EXISTS ABOVE THE HORIZONTAL PLANE AT R13.86 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT	TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN NOTE 47 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PL	NOTE 46 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.09 AND RL9.11 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.74, PART LOT 41 EXISTS ABOVE THE HORIZONTAL PLANE AT RL9.74, WITH THE DEPTH LIMITATION CORRESPONDING	RL9.05 AND RL9.07 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLAVE AT RL9.7, PART LOT 41 EXISTS ABOVE THE HORIZONTAL PLAVE AT RL9.7 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT	PLANE AT REAST WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT NOTE 45 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETV	NOTE 44 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RIG 01 AND RIG 03 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RIG 07. PART LOT 41 EXISTS ABOVE THE HORIZONTAL	RL8.98 AND RL8.99 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.82. PART LOT 41 EXISTS ABOVE THE HORIZONTAL PLANE AT RL9.82. WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT	PLANE AT FL9.48 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT NOTE 43 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETV	NOTE 42 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RI8.86 AND RI8.88 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RI9.48. PART LOT 41 EXISTS ABOVE THE HORIZONTAL	IN THE INFORMATION AND AND AND AND AND AND AND AND AND AN	1	PLAVE AT RL11.75 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT NOTE 40 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN	NOTE 39 PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL8.6 AND RL8.64 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL11.75. PART LOT 41 EXISTS ABOVE THE HORIZONTAL
Subdivision No: SC/149/2018 Lengths are in metres. Reduction Ratio N/A	L G A: CITY OF PARRAMATTA Locality: WENTWORTH POINT	ZONTAL PONDING HEIGHT	NHEIGHT	INE BETWEEN IZONTAL IZONTAL PONDING	IZONTAL ZONTAL ONDING VHEIGHT	Ponding 4 Height Ne Between	INE BETWEEN IZONTAL IZONTAL	NOTE	NOTE	EEN	IZONTAL IZONTAL IZONTAL IZONTAL IZONTAL I HEIGHT		SPONDING U HEIGHT INE BETWEEN NOTE 49	INE BETWEEN NOTE 48 20NTAL RIZONTAL
n Ratio N/A	>							54	55 55					
29.10.2018	IJ							THE RL'S SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT PART LOT 41 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL8.6 AND UNLIMITED IN HEIGHT	PART LOT 41 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RLS.10 AND RL10.20 AND UNLIMITED IN HEIGHT PART LOT 41 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN	PART LOT 41 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.88 AND RL10.20 AND UNLMITED IN HEIGHT	RADE AND FRANK AND LIMITED IN HEIGHT TO THE HORIZONTAL RADE AND FRANK AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL1195. PARTLOT 41 EXISTABOVE THE HORIZONTAL PLANE AT RL1195. PARTLOT 41 EXISTABOVE THE HORIZONTAL TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT	RILS 16 AND FLIG 2 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 1235, PART LOT 41 EXISTS ABOVE THE HORIZONTAL PLANE AT RL 1235 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT	PLANE AT RLS 9 WITH THE DEPTH LIMITATION CORRESPONDING TO THE UPPER LIMIT OF PART LOT 40 AND UNLIMITED IN HEIGHT PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETW	PART LOT 40 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL9.25 AND RL9.27 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL9.9. PART LOT 41 EXISTS ABOVE THE HORIZONTAL
ADDITIONAL SHEET 272	DP 270778							ONTAL PLANE AT	NED PLANE BETWEEN VED PLANE BETWEEN	NED PLANE BETWEEN	HE HORIZONTAL THE HORIZONTAL CORRESPONDING MITED IN HEIGHT	IE HORIZONTAL THE HORIZONTAL CORRESPONDING MITED IN HEIGHT	VED PLANE BETWEEN	VED PLANE BETWEEN HE HORIZONTAL F HORIZONTAL

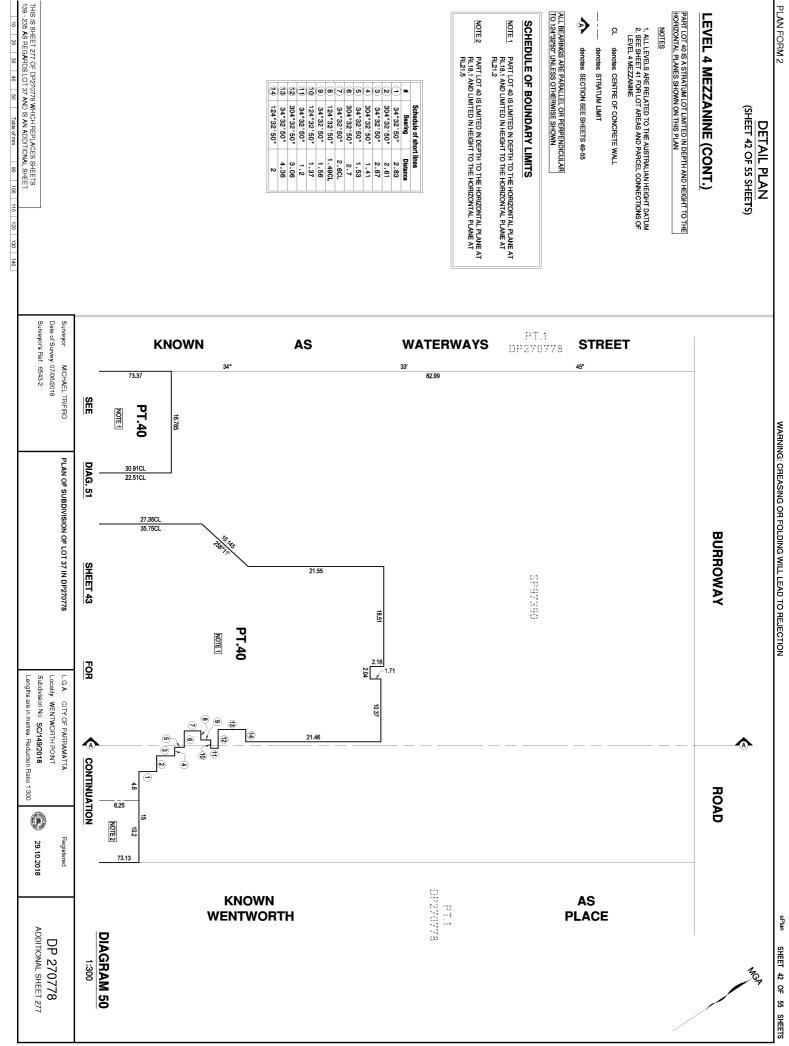


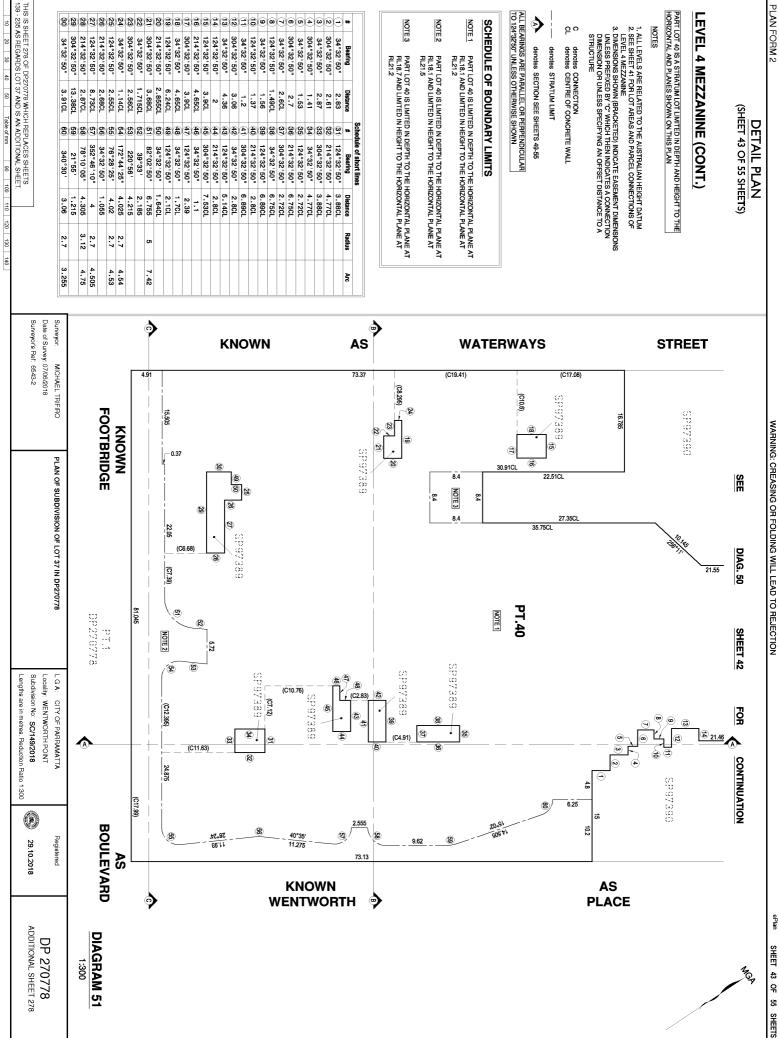




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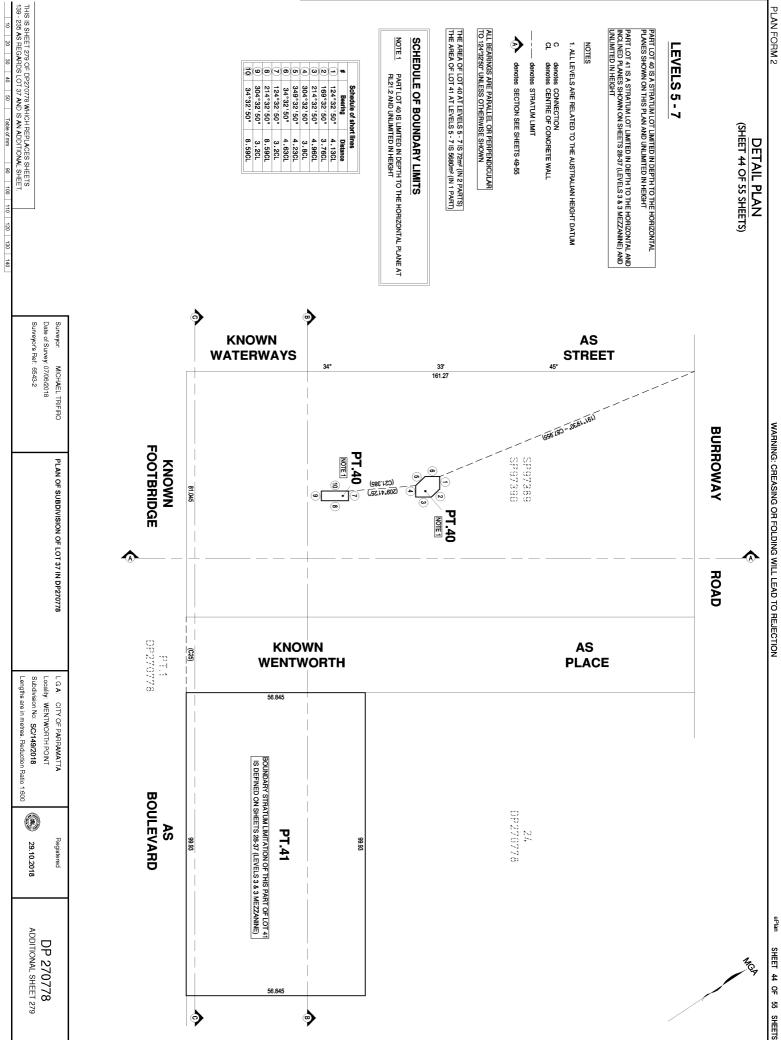


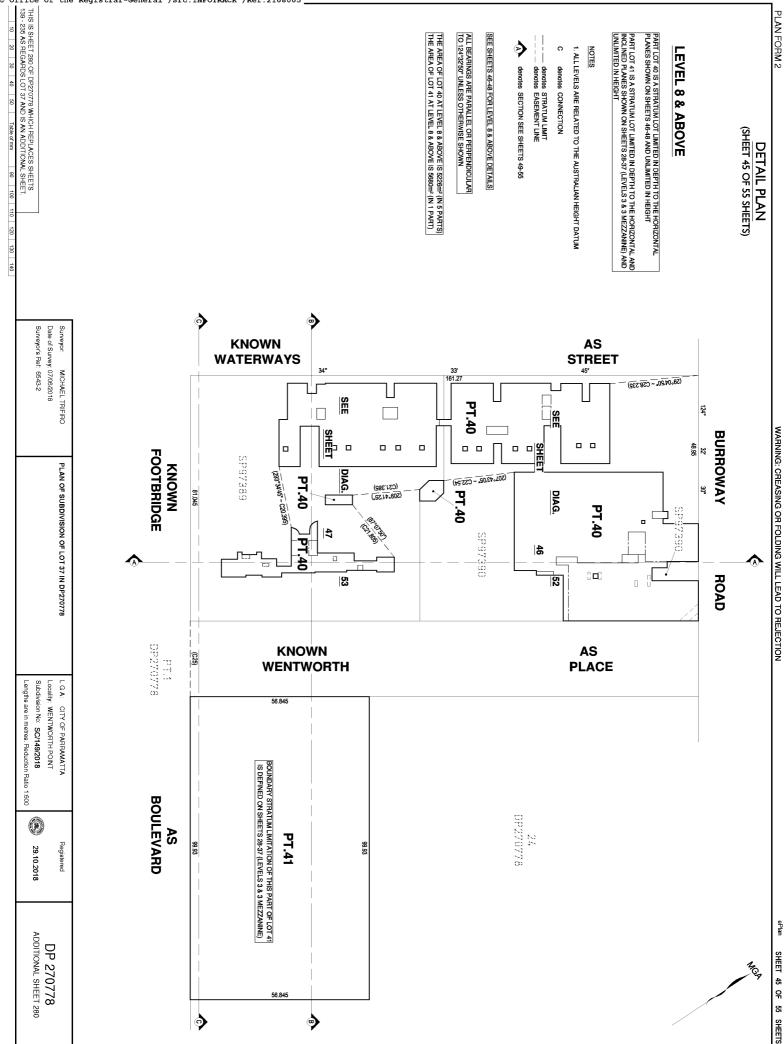


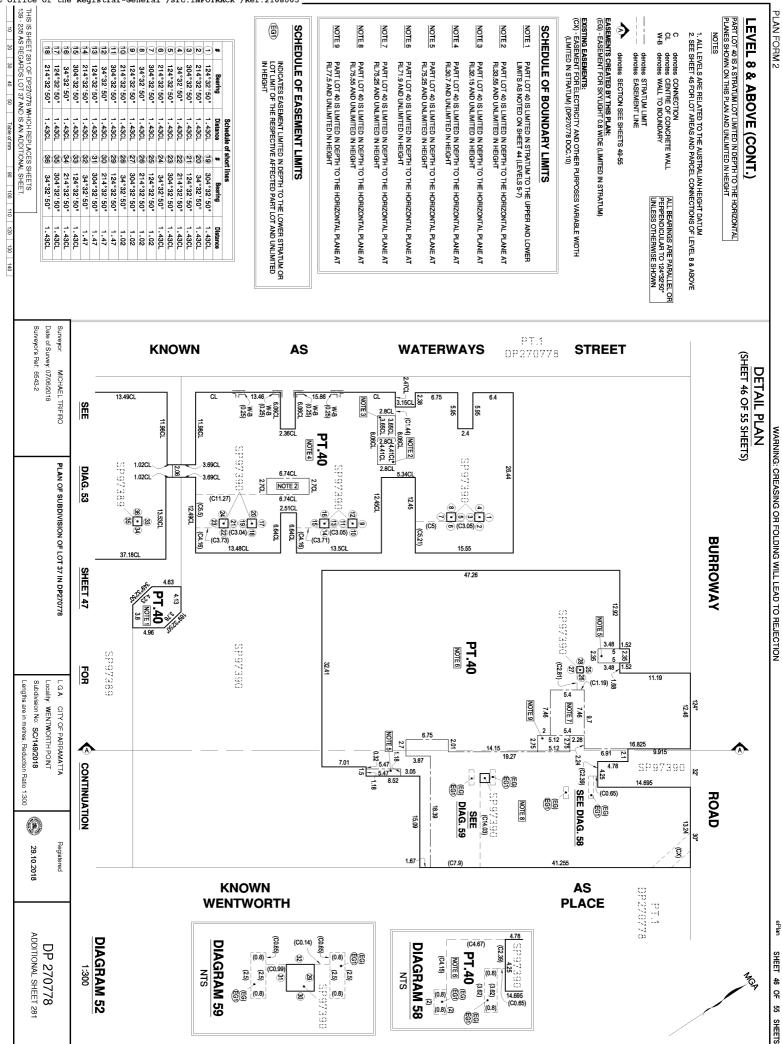


PLAN FORM 2

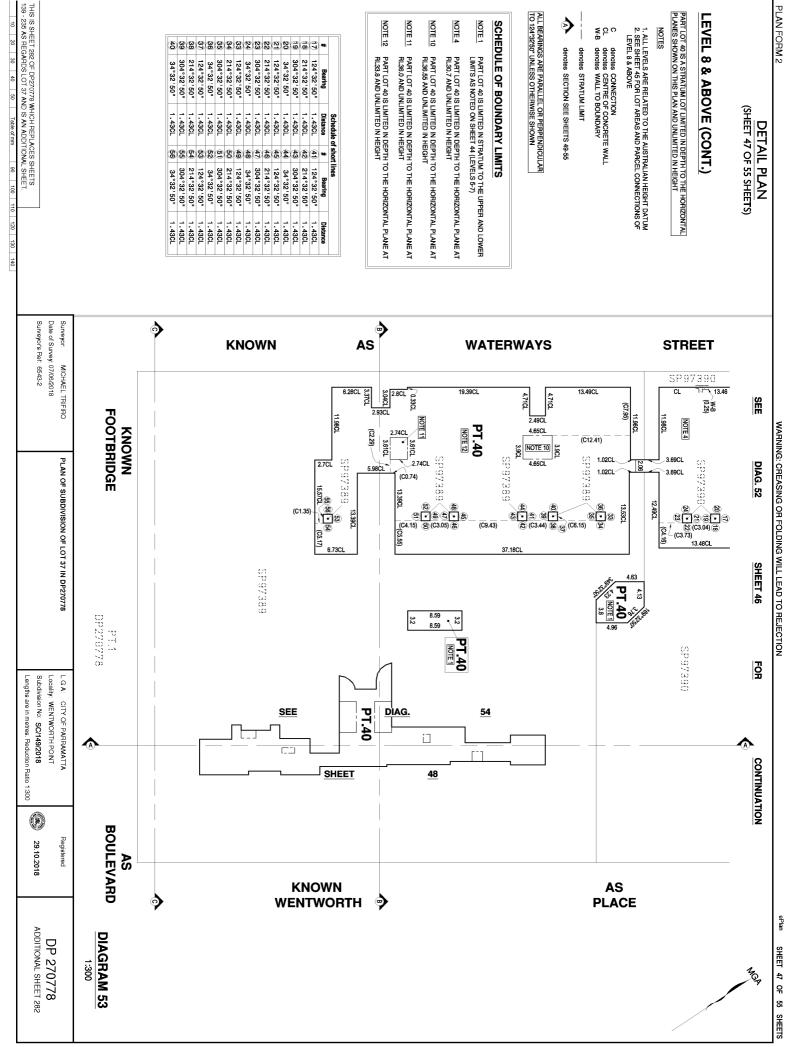
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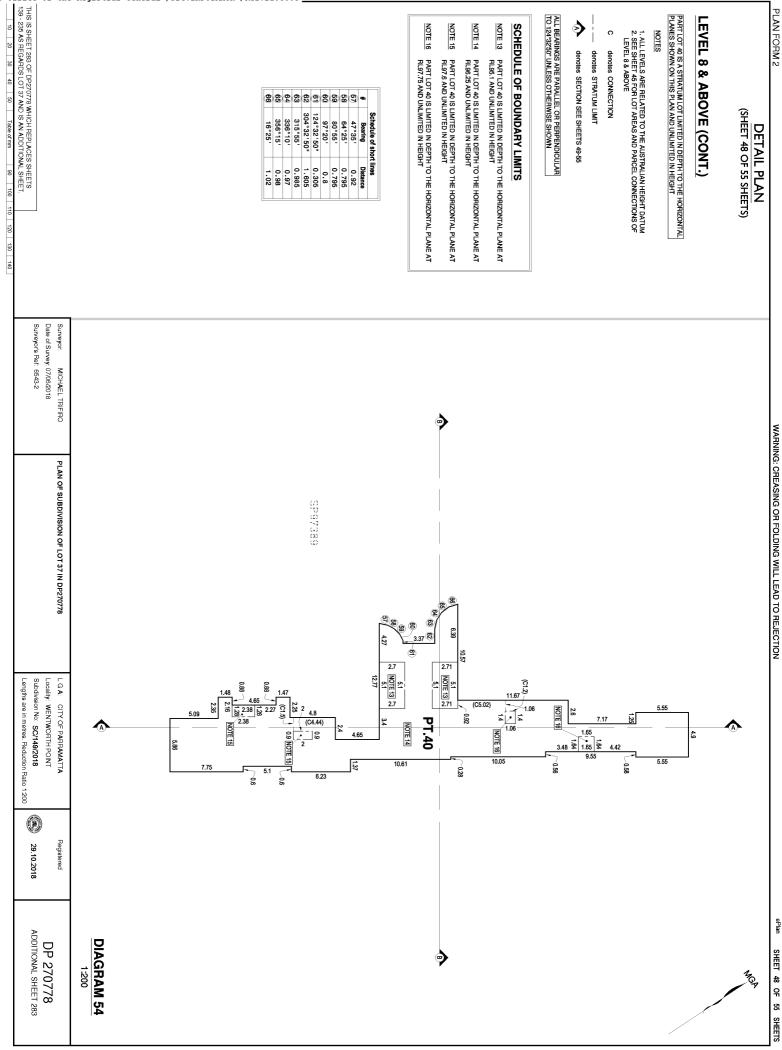


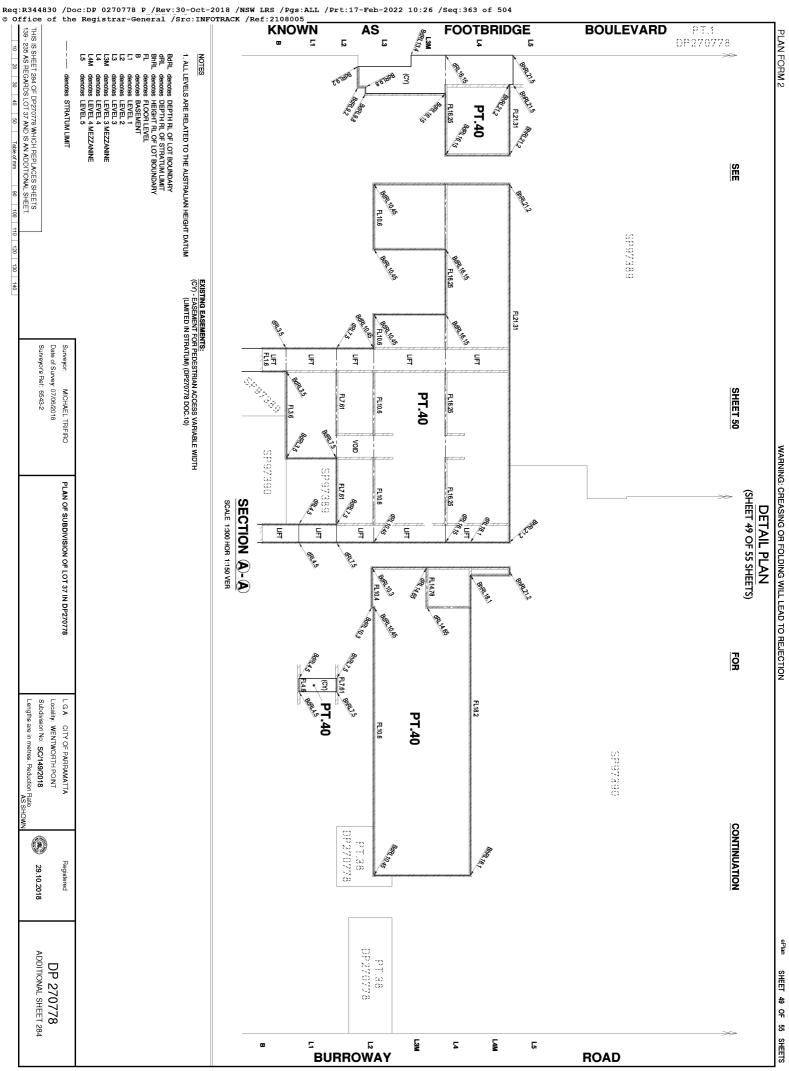




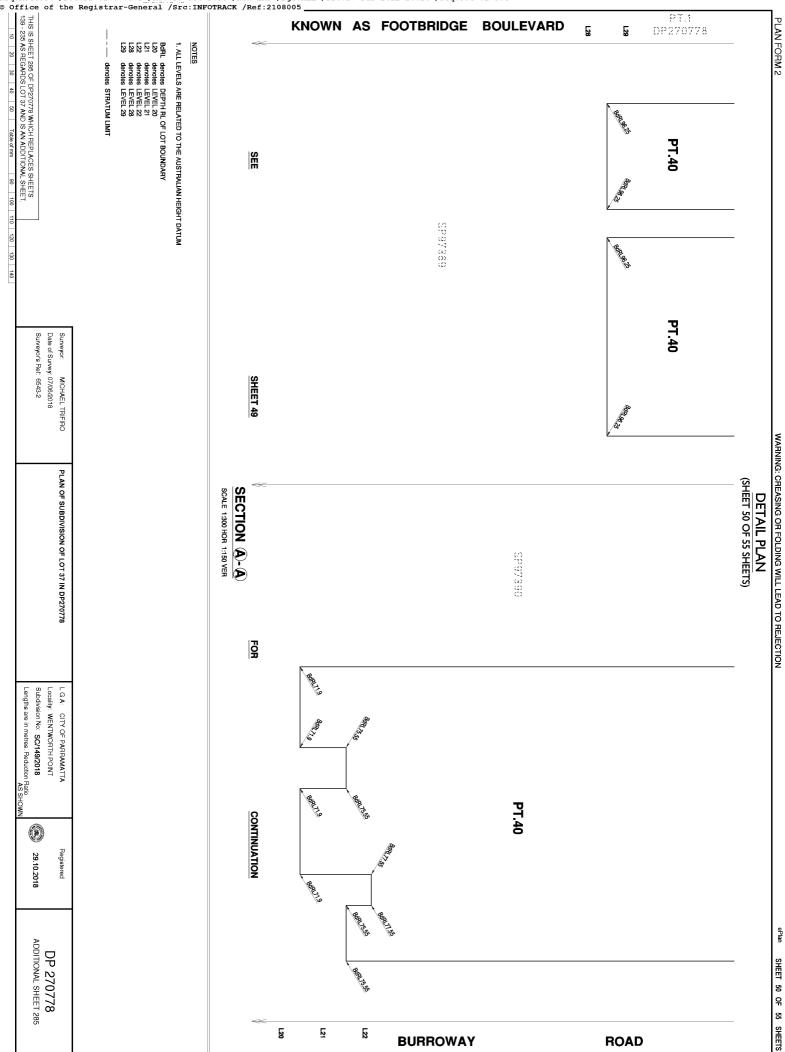
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:360 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

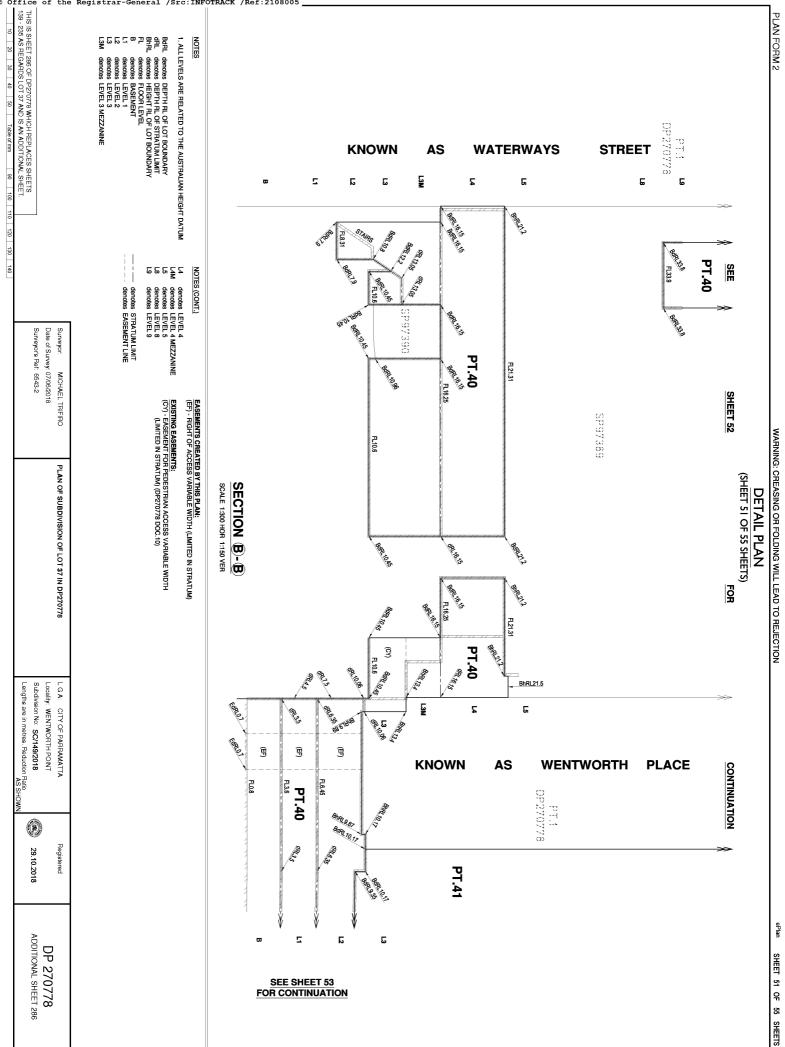


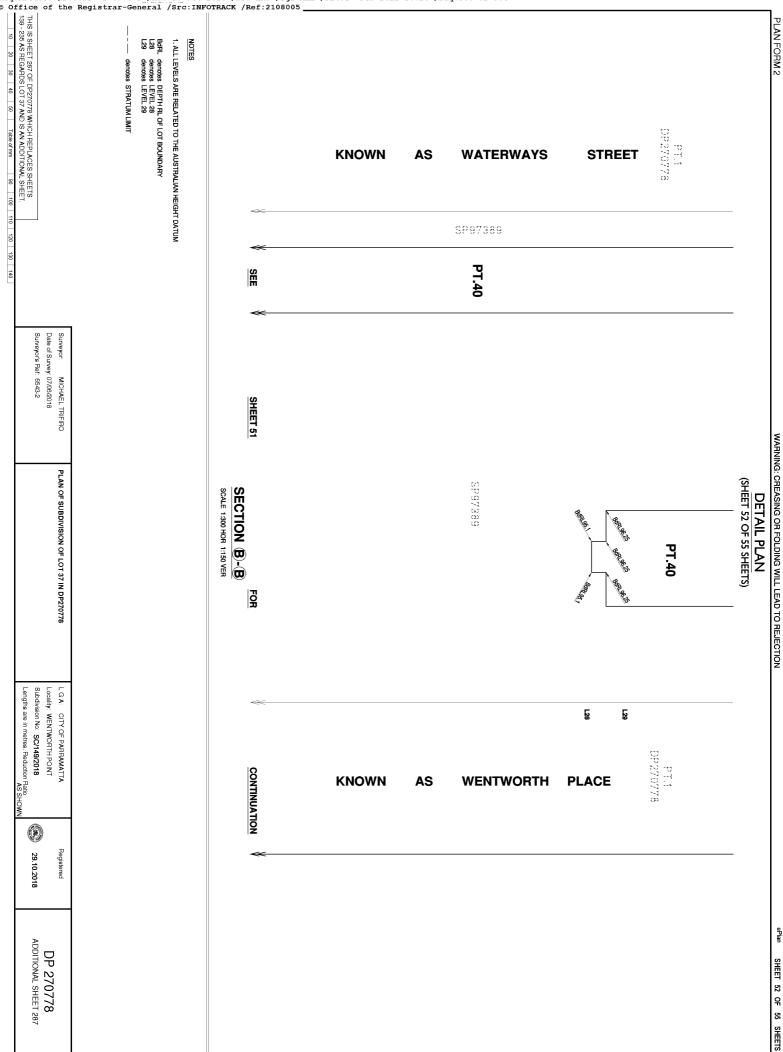




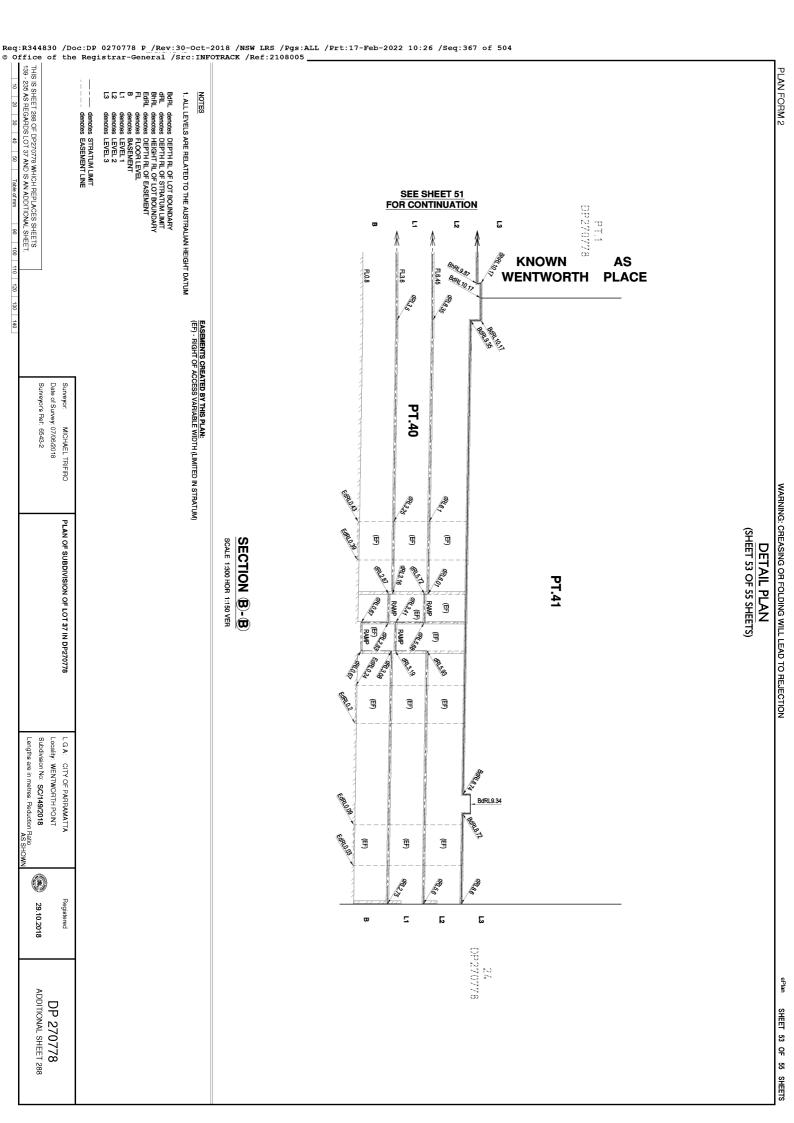
Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:364 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

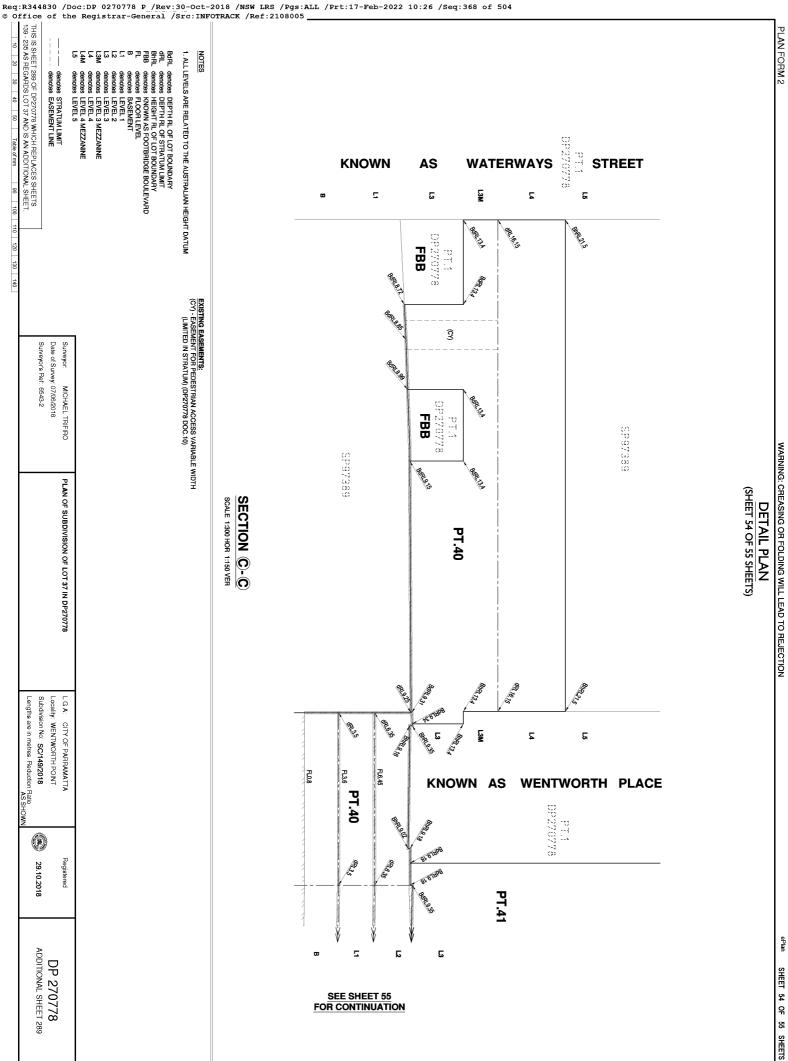


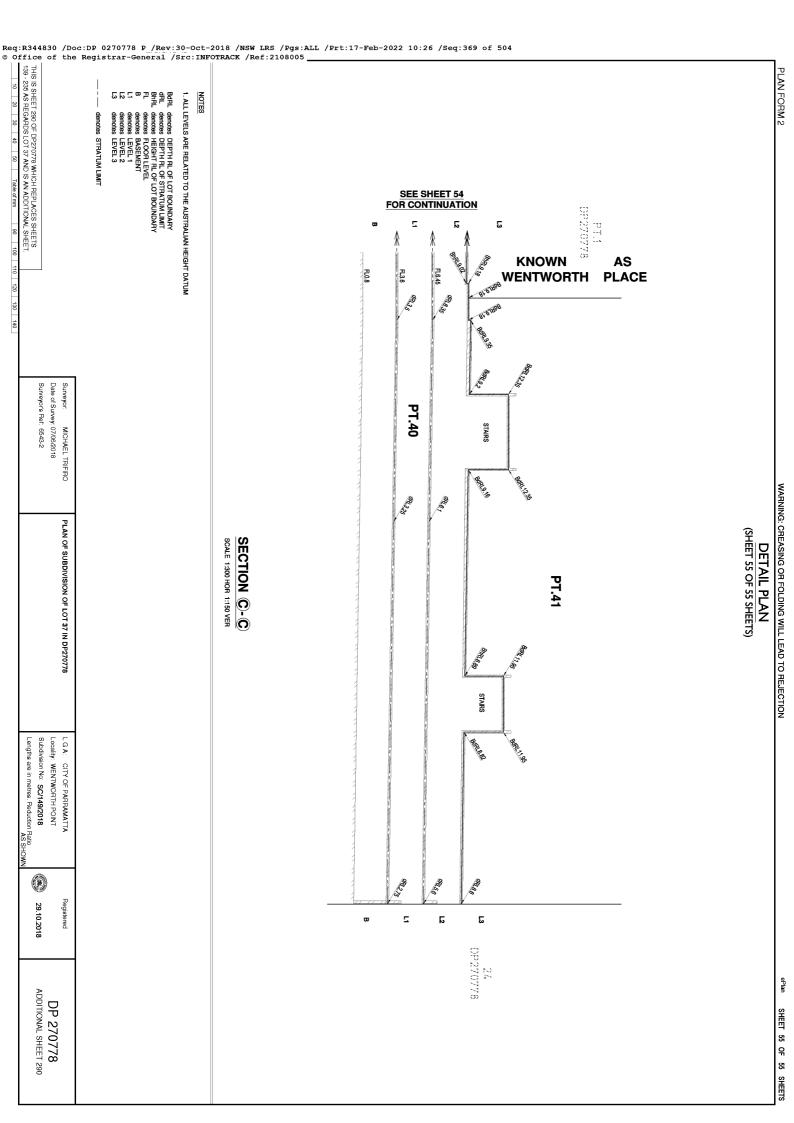




PLAN FORM 2







## DP270778 🗉

## **COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS**

## ATTENTION

## .....

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

Sig/Admin Sheet Number	Number of Sig/Admin Sheets	Contains U.E. Schedule (Y/N)	Registration Date	Number of Sheets in Subject Plan	Lot Numbers Created
Document A	6	Y	8.1.2013	8	1-4
Document B	6	Y	14.8.2014	8	5-7
Document C	7	Y	25.8.2014	4	-
Document D	8	Y	9.4.2015	1	8-10
Document E	6	Y	23.9.2015	1	11-12
Document F	8	Y	14.4.2016	3	13-15
Document G	7	Y	14.4.2016	9	16-18
Document H	8	Y	19.4.2016	5	-
Document I	10	Y	31.10.2016	22	19-24
Document J	8	Y	3.11.2016	10	-
Document K	7	Y	4.11.2016	22	25-30
Document L	8	Y	21.11.2016	13	-
Document M	2	Y	16.1.2017	-	-
Document N	8	Y	24.5.2017	58	31-34
Document O	8	Y	30.5.2017	19	-
Document P	12	Y	26.4.2018	97	35-39
Document Q	8	Y	24.5.2018	28	-
Document R	7	Y	29.10.2018	55	40-41

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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 6 sheet(		
Office Use Only Registered: 8.1.2013 Title System: TORRENS	Office Use Only DP270778	
Purpose: SUBDIVISION	(DOC.A)	
PLAN OF SUBDIVISION OF LOTS 121 & 122 IN DP 1156412	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND	
Srown Lands NSW/Western Lands Office Approval	Survey Certificate	
I,	I, Ian James Souter	
allocation of the land shown herein have been given. Signature:	of SDG Land Development Solutions a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:	
Date: File Number:	<ul> <li>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 26-09-2012</li> </ul>	
	*(b) The part of the land shown in the plan (*being/*excluding ^	
Subdivision Certificate         *Authorised Percent/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.         Signature:         Accreditation number.         Consent Authority:         Accreditation number.         Subdivision Certificate number:         Subdivision Certificate         *Strike through if inapplicable.	<ul> <li>was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on,</li></ul>	
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation.	
	DP 776611 DP 1041530 DP 859608 DP 270113 DP 1156412	
Signaturan Coole and Costien 00D States	If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 5497	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:372 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6D (2012)(Community annexure) WARNING	: Creasing or folding will lead to rejection ePlan	
DEPOSITED PLA	NADMINISTRATION SHEET Sheet 2 of 6 sheet(s)	
Office Use C Registered: 8.1.2013		
PLAN OF SUBDIVISION OF LOTS 121 & 12 IN DP 1156412	2 DP270778 (DOC.A)	
Subdivision Certificate number: SC36 2012 Date of endorsement: 26 h 12	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices	
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)	
This document shows an initial schedule of unit entitlements the Community, Precinct or Neighbourhood Scheme which liable to be altered, as the scheme is developed or completion of the scheme, in accordance with the provision section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.	of CBRE CO PTY CTD. being a Valuer registered under the Valuers Registration Act	
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Entitlements and replaces the existing schedule registered * Strike through if inapplicable * Insert registration date of previous schedule		
SCHEDULE	OF UNIT ENTITLEMENT	
LOI UNIT 1 2 3 4 IOFAL	ENTITLEMENT SUBDIVISION 0 30,000 56,000 200,000 286,000 286,000	
1	RICAL FILE ATION SHEET 2 (DOC. B)	
	se annexure sheet – Plan Form 6A	
Surveyor's Reference: 5497	· · · · · · · · · · · · · · · · · · ·	

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan					ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)						
Registere	ed:	8.1.2013	Office Use Only	DP2	270778	Office Use Only
IN DP 11 Subdivision	N OF SUBDIVISION OF LOTS 121 & 122 P 1156412 vision Certificate number: 3C 39 2012		This sheet is for the provis A schedule of lots an Statements of intention accordance with sect Signatures and seals		SSI Regulation 2012 affecting interests in Act 1919 ng Act 1919	
PUR IT IS 1) 2)	SUANT T INTENDE RIGHT O EASEME	C SECTION 88B OF THE C D SECTION 88B OF THE C ED TO RELEASE: F CARRIAGEWAY 12 & 15 NT FOR SEWERAGE PURF NT FOR WATER SUPPLY F	ONVEYANCING ACT WIDE (VIDE DP 1156 POSES OVER EXISTI	412) NG LINE OF PIPES (VIDE	DP 1156412)	
<ul> <li>IT IS INTENDED TO CREATE:</li> <li>1) EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>2) EASEMENT FOR SUPPORT &amp; SHELTER (WHOLE OF LOT)</li> <li>3) RIGHT OF PUBLIC ACCESS 9, 12.5 AND VARIABLE WIDTH LIMITED IN STRATUM (X)</li> <li>4) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.51 WIDE (Y)</li> <li>5) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 &amp; 3.5 WIDE (J)</li> <li>6) RESTRICTION ON THE USE OF LAND</li> </ul>						
	LOT 1 2 3	STREET NUMBER N/A 47 1	STREET NAME Hill Hill Burroway	STREET TYPE Road Road Road	LOCALITY Wentworth Point Wentworth Point Wentworth Point	
	4	3	Burroway	Road	Wentworth Point	

If space is insufficient use additional annexure sheet

.

Surveyor's Reference: 5497

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PLAN FORM 6A (2012) WARNING: Creasing or fo	ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 4 of 6 sheet(s)
Office Use Only 8.1.2013	Office Use Only
PLAN OF SUBDIVISION OF LOTS 121 & 122 IN DP 1156412 Subdivision Certificate number: <u>Sc. 39</u> 2012	<ul> <li>(DOC.A)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> </ul>
Date of Endorsement: 29/11/12	Any information which cannot fit in the appropriate panel of sheet     1 of the administration sheets.
EXECUTED by Fairmead Business Pty Ltd ACN 069 006 426 in accordance with s127 of the Corporations Act 2001 ) John Kinn Director John Kinn	
SIGNED SEALED AND DELIVERED by $L \downarrow \zeta A$ ANN $\in$ MAFFINA as attorney for Ausgrid (ABN 67 505 337 385) under registered power of attorney Book $\downarrow 4 \downarrow \downarrow$ No. 639 dated $19/11/2 \sim 12$ in the presence of:	dua Myglina
Signature of witness JAMES HAMILTON LONSOACE Name of witness (block letters) 57. CEORGEST, SYDNEY. Address of witness (block letters)	By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney
Surveyor's Reference: 5497	

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DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 5 of 6 sheet(s
Office Use Only Registered: 8.1.2013	Office Use Onl
PLAN OF SUBDIVISION OF LOTS 121 & 122 N DP 1156412	<ul> <li>(DOC.A)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 201</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Second	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED & DELIVERED on behalf of THE Benk (Australia) Limited (ACN 000 893 29 Buok 4502 No. 58 in the presence of: Kristine Sawa Gadens Lawyers 77 Castlereagh Street, Sydney Pau	i Anthony Armstrong
2002 for Investec Bar ACN 071 292 594 by it Attorney under Power Book 4634 No. 187 Witness	ts duly appointed
EXECUTED by WENTWOR POINT DEVELOPMENTS PTY (ACN 069 006 426) in accordan section 127 of the Corporations A	ce with
John Kinsella Director	W Kinella William Kinsella Director
urveyor's Reference: 5497	· · · · · · · · · · · · · · · · · · ·

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:376 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 6 of 6 sheet(s)
Registered: 8.1.2013	Office Use Only DP270778
PLAN OF SUBDIVISION OF LOTS 121 & 122 IN DP 1156412	(DOC.A) This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in
Subdivision Certificate number: Sc 29/2012 Date of Endorsement: 29/11/12	<ul> <li>accordance with section 88B <i>Conveyancing Act</i> 1919</li> <li>Signatures and seals- see 195D <i>Conveyancing Act</i> 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
	i a constante de la constante d Antigera de la constante de la Constante de la constante
SIGNED SEALED and DE behalf of Westpac Adm	LIVERED on pinistiation Physical for the
Limited ACN 008 617 dated 30 August 2011 by its attorney in The presence of:	203 under power of attorne Biok 4642 N°949
Witness	C. Murg veeney
JOHN KENNY Print Name	Simone Mulqueeney
Address : Level 3, 1. 275 Kent Street Sydney 2000	
Surveyor's Reference: 5497	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:377 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fo	Iding will lead to rejection ePlan
DEPOSITED PLAN AD	OMINISTRATION SHEET         Sheet 1 of 6 sheet(s)
Registered: 14.8.2014 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP270778 (DOC.B)
	LGA: AUBURN
PLAN OF SUBDIVISION OF LOT 3 IN DP 270778	LGA: AOBORN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval           I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 18-06-2014 *(b) The part of the land shown in the plan (*being/*excluding ^
Subdivision Certificate         1.       KARL OKORN         *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.         Signature:	Information-Regulation 2012, is accurate and the survey was completed on,
*Strike through if inapplicable. Statements of intention to dedicate public roads, public reserves and drainage reserves. Signatures, Seals and Section 88B Statements should appear on PLAN	^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. Plans used in the preparation of survey/compilation. DP 270778 If space is insufficient continue on PLAN FORM 6A
FORM 6A	Surveyor's Reference: 5763_D

PLAN FORM 6D (2012)(Community annexure) WARNING: C	reasing or folding will lead to rejection ePlan
DEPOSITED PLAN A	ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)
Office Use Only Registered:	Office Use Only
PLAN OF SUBDIVISION OF	
LOT 3 IN DP 270778	(DOC.B)
Subdivision Certificate number:	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A
Name of Development (Optional)	Address for Service of Notices
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)
This document shows an initial schedule of unit entitlements for the Community, <del>Precinct or Neighbourhood</del> Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.	<ul> <li>of <u>Contract Frank</u> NAME AND S</li> <li>being a Valuer registered under the Valuers Registration Act 1975, certify that;</li> <li>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^</li> </ul>
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 08-01-2013	
* Strike through if inapplicable ^ Insert registration date of previous schedule	* Strike through if inapplicable * Insert date of valuation
INITIAL SCHEDULE	OF UNIT ENTITLEMENT
	SUBDIVISION
1 COMMUNITY PROPERTY 2 30 000 SP87607	
	NAL SHEETS 9-16
4 200 000	
<u>5 22 158</u> 6 0	
7 33 842	
TOTAL 286 000	
HISTORIC/	
SEE ADMINISTRATION S	<u>SHEET 2 (DOC. C)</u>

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 5763\_D

PLAN FORM 6A (2012) WARNING: Creasing	or folding will lead to reject	lion	ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)				
Registered: 04.8.2014 Office Use	-	270778 <sup>°</sup>	ffice Use Only	
PLAN OF SUBDIVISION OF			DOC.B)	
LOT 3 IN DP 270778	<ul> <li>A schedule of lots an</li> <li>Statements of intenti</li> </ul>	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>		
Subdivision Certificate number: <u>15/2014</u> Date of Endorsement: <u>21/7/2014</u>	Any information which	Signatures and seals- see 195D Conveyancing Act 1919		
PURSUANT TO SECTION 88B OF THE CONVEYANCING	ACT 1919 AS AMENDED,			
IT IS INTENDED TO CREATE:				
<ol> <li>EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF LOT)</li> <li>EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)</li> <li>EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (LIMITED IN STRATUM) (N)</li> <li>EASEMENT FOR CLECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (A)</li> <li>RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (B)</li> <li>EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C)</li> <li>EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (C)</li> <li>EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D)</li> <li>RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D)</li> <li>RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D)</li> <li>EASEMENT FOR WASTE STORAGE AND COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (H)</li> <li>EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTH (L)</li> <li>EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (M)</li> <li>RIGHT OF PUBLIC ACCESS 12.5, 14.5 AND 16 WIDE LIMITED IN STRATUM (P)</li> <li>RIGHT OF CARRIAGEWAY 6 WIDE (LIMITED IN STRATUM) (Q)</li> <li>IT IS INTENDED TO RELEASE:</li> <li>EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (VIDE AE467839)</li> <li>EASEMENT FOR SUPPORT AND SHELTER (VIDE DP1156412)</li> <li>EASEMENT FOR SUPPORT AND SHELTER (VIDE DP1156412)</li> </ol>				
LOT STREET NUMBER STREET N	ME STREET TYPE	LOCALITY		
5 47 Hill	Road	Wentworth Point		
6 n/a n/a	n/a	Wentworth Point		
7 1 Burrowa	y Road	Wentworth Point		
If space is insufficient use annexure sheet - PLAN FORM 6A				

Surveyor's Reference: 5763\_D

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:380 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

DMINISTRATION SHEET Sheet 4 of 6 she Office Use	eet(s)
DP270778	Only
(DOC.I	B)
<ul> <li>Statements of intention to create and release affecting interes accordance with section 88B Conveyancing Act 1919</li> </ul>	2012
	1eet 1
Signature of Director/Secretary John Fitzgerald Secretary	
Name of Director/Secretary (block letters)	
Signature of Director/Secretary Andrew Bird	
Name of Director/Secretary (Diock letters)	
exure sheet - PLAN FORM 6A	m
	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation</li> <li>Statements of intention to create and release affecting interest accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of st of the administration sheets.</li> </ul> Signature of Director/Secretary John Fitzgerald Secretary Name of Director/Secretary (block letters) Signature of Director/Secretary (block letters)

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:381 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fe	olding will lead to rejection ePlan
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 5 of 6 sheet(s)
Office Use Only <b>Registered:</b> (14.8.2014	Office Use Only
PLAN OF SUBDIVISION OF	(DOC.B)
LOT 3 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by Matt Taylor as attorney for WESTPAC ADMINISTRATION PTY. LIMITED (ACN 008 617 203) under registered power of attorney Book 4646 No. 591 dated 26-2-13 in the presence of: MMMg Meengy Signature of witness	By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney
Simone Mulqueeney	
Name of witness (block letters)	
LEVEL 3, 275 KENT STREET SYDNEY NSW 2000	
Address of witness (block letters)	
If space is insufficient use anne	exure sheet - PLAN FORM 6A

Surveyor's Reference: 5763\_D

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:382 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	Iding will lead to rejection	ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 6 of	6 sheet(s)
Registered: 14.8.2014 Office Use Only PLAN OF SUBDIVISION OF	DP270778	fice Use Only OC.B)
LOT 3 IN DP 270778 Subdivision Certificate number:	<ul> <li>This sheet is for the provision of the following information</li> <li>A schedule of lots and addresses - See 60(c) SSI</li> <li>Statements of intention to create and release affect accordance with section 88B Conveyancing Act 19</li> <li>Signatures and seals- see 195D Conveyancing Act</li> </ul>	Regulation 2012 sting interests in 919 st 1919
Date of Endorsement:	<ul> <li>Any information which cannot fit in the appropriate 1 of the administration sheets.</li> </ul>	panel of sheet
SIGNED SEALED AND DELIVERED by as attorney for Ausgrid (ABN 67 505 337 385) under registered power of attorney Book 4011 No. 639 dated in the presence of:	) ) ) )	
Signature of witness	By executing this instrument the attorn states that the attorney has received r notice of revocation of the power of attor	าด
KATHRYN ANN RAYNER Name of witness (block letters)		
STO GEORGE ST SYDNEY Address of witness (block letters)		
		ýľ
If space is insufficient use ann Surveyor's Reference: 5763_D	exure sheet - PLAN FORM 6A	/

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:383 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 7 si	
Office Use Only Registered: 25.8.2014 Title System: TORRENS Purpose: CONVERSION	Office Use Only DP270778 (DOC. C)
PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOT 6 IN DP 270778 TO COMMUNITY PROPERTY	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I,	Survey Certificate I. MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: "(a) The land shown in the plan was surveyed in accordance with the <i>Survey was</i> completed on
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 5763_D_CONSOL

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:384 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheet(s		
Office Use Only Registered 25.8.2014	Office Use Only - DP270778	
PLAN OF LOT 1 IN DP 270778 FOLLOWING	DF2/0//0	
CONVERSION OF LOT 6 IN DP 270778 TO	(DOC. C)	
COMMUNITY PROPERTY		
Subdivision Certificate number:	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on	
Date of endorsement:	Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices	
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)	
This document shows an initial schedule of unit entitlements for the Community, Precinct-or-Neighbourheed Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.	of being a Valuer registered under the Valuors Rogistration Act	
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 00-01-2013 $U - 03 - 2.014$		
* Strike through if inapplicable	Signature: Dated:	
Insert registration date of previous schedule	* Strike through if inapplicable * Insert date of valuation	
INITIAL SCHEDULE OF UNIT ENTITLEMENT		
LOT         UNIT ENTITLEMENT           1         COMMUNITY PROPERTY	SUBDIVISION	
2 30.000 Si	287607	
3 NOW LOTS 5, 6 & 7 SI 4 200 000	EE ADDITIONAL SHEETS 9-16	
5 22 158		
6 CONVERTED TO LOT 1 SOMMUNITY PROPERTY SI 7 33 842	E REPLACEMENT SHEETS 8A-8D	
TOTAL 286 000		
HISTORIC		
SEE ADMINISTRATION SHEET 2 (DOC. D)		

If space is insufficient use annexure sheet - PLAN N/ARM 6A

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Surveyor's Reference: 5763\_D\_CONSOL

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e of the Registrar-General /Src:INFOTRACK /Ref: 2108005 PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 7 she		
Office Use On Registered 25.8.2014	y Office Use Only DP270778	
PLAN OF LOT 1 IN DP 270778 FOLLOWING	(DOC. C)	
CONVERSION OF LOT 6 IN DP 270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number: Date of Endorsement:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
LOT STREET NUMBER STREET NA 1 n/a n/a	AE STREET TYPE LOCALITY л/а Wentworth Point	
Approved Form 22 COMMUNITY LAND DEVELOPMENT ACT Updated October 2009 CERTIFICATE OF ASSOCIATION AGREEING TO SCHEDULE OF UNIT ENTITLEMENTS The *Community/*PrecineU*Nelghbeurheed Association Deposited Plan No. 270778 certifiles that on 2		
Bred (Joed)		
If space is insufficient use a Surveyor's Reference: 5763_D_CONSOL	inexure sheet - PLAN FORM 6A	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:386 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

e of the Registrar-General /Src:INFOTRACK /Ref: PLAN FORM 6A (2012) WARNING: Creasing or fo		ePlan
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 7 sheet		sheet(s)
Office Use Only Registerec 25.8.2014	DP270778	Use Only
PLAN OF LOT 1 IN DP 270778 FOLLOWING	(	DOC. C)
CONVERSION OF LOT 6 IN DP 270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following information as</li> <li>A schedule of lots and addresses - See 60(c) SSI Regu</li> <li>Statements of intention to create and release affecting in accordance with section 88B Conveyancing Act 1919</li> </ul>	lation 2012 nterests in
Subdivision Certificate number: Date of Endorsement:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 191</li> <li>Any information which cannot fit in the appropriate pane of the administration sheets.</li> </ul>	
Any information which cannot fit in the appropriate panel of sheet 1		
If space is insufficient use annexure sheet - PLAN FORM 6A		
Surveyor's Reference: 5763_D_CONSOL		

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection		lan
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 7 sh		
Office Use Only Registered 25.8.2014	Office Us	e Only
PLAN OF LOT 1 IN DP 270778 FOLLOWING		)C. C)
CONVERSION OF LOT 6 IN DP 270778 TO	<ul> <li>This sheet is for the provision of the following information as require</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation</li> <li>Statements of intention to create and release affecting interest accordance with section 88B Conveyancing Act 1919</li> </ul>	
COMMUNITY PROPERTY		
Subdivision Certificate number: Date of Endorsement:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of 1 of the administration sheets.</li> </ul>	sheet
COMMUNITY LAND	d Form <b>20</b> <i>DEVELOPMENT ACT</i> ctober 2009	
CERTIFICATE OF CONSENT AUTHORITY IN RESPECT OF A CONVERSION OR SEVERANCE		
The Consent Authority being Auburn City Council gives consent to;		
*(a) The conversion of lot 6 in DP 270778 to association property as shown on the plan herewith.		
*(b) The severance of lots ^ in DP from the Community or Precinct Scheme.		
The consent authority is satisfied that the above action is not inconsistent with the conditions of any development consent and that any Development Contract has been amended accordingly.		
Dated:		
Application No D.A296/2013		
Authonised Officer		
Signature: KARL OKORN		
If space is insufficient use anne	xure sheet - PLAN FORM 6A	
Surveyor's Reference: 5763_D_CONSOL		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:388 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 7 sheet(s) Office Use Only Office Use Only 25.8.2014 DP270778 **Registered:** (DOC.C) PLAN OF LOT 1 IN DP 270778 FOLLOWING This sheet is for the provision of the following information as required: CONVERSION OF LOT 6 IN DP 270778 TO A schedule of lots and addresses - See 60(c) SSI Regulation 2012 COMMUNITY PROPERTY Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Subdivision Certificate number: ..... Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet Date of Endorsement: ..... 1 of the administration sheets. Approved Form 18 COMMUNITY LAND DEVELOPMENT ACT Updated October 2009 ATTESTATION The common seal of the \*Community/\*Precincl/\*Nejejabourhood Association Deposited Plan No. 270778 was affixed hereto on .Z. ATTACY in the presence of; Brad Wood and Signature(s) and Being the person(s) authorised by section 8 Community Land Management Act 1989 to attest to the affixing of the seal. Common Scal If space is insufficient use annexure sheet - PLAN FORM 6A Surveyor's Reference: 5763\_D\_CONSOL

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:389 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 7 sheet(s) Office Use Only Office Use Only 25.8.2014 DP270778 **Registered:** (DOC.C) PLAN OF LOT 1 IN DP 270778 FOLLOWING This sheet is for the provision of the following information as required: CONVERSION OF LOT 6 IN DP 270778 TO A schedule of lots and addresses - See 60(c) SSI Regulation 2012 COMMUNITY PROPERTY Statements of intention to create and release affecting interests in • accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Subdivision Certificate number: . . Any information which cannot fit in the appropriate panel of sheet 1 Date of Endorsement: ..... of the administration sheets. EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with ) section 127 of the Corporations Act: ) Kivell Signature of Director Signature of Director/Secretary John Fitzgerald William Kinsella .....Secretary Name of Director (block letters) Name of Director/Secretary (block letters) If space is insufficient use annexure sheet - PLAN FORM 6A Surveyor's Reference: 5763 D CONSOL

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:390 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 8 sh	
Registered: 9.4.2015 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP270778 (DOC.D)
PLAN OF SUBDIVISION OF LOT 4 IN DP 270778	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 13-03-2015 *(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial</i>
Subdivision Certificate I. <u>KARL</u> OKORN *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Authority: AUBURN CITY COUNCIL</u> Date of endorsement: <u>30/3/15</u> Subdivision Certificate number: <u>SC 5/2015</u> File number: <u>MAZ 4-6/14</u>	Information Regulation 2012, is accurate and the survey was completed on,the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature:
*Strike through if inapplicable. Statements of intention to dedicate public roads, public reserves and drainage reserves.	*Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. Plans used in the preparation of survey/compilation. DP 270778 DP 270844
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	ff space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6182_L4S

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 8 sheet(s)		
Office Use Or Registered: 9.4.2015	Office Use Only	
PLAN OF SUBDIVISION OF		
LOT 4 IN DP 270778	(DOC.D)	
Subdivision Certificate number: $5 C 5 / 20 C 5$ Date of endorsement: $30 / 3 / 20 C 5$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices	
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)	
This document shows an initial schedule of unit entitlements the Community, Precinct or Neighbourhood Scheme which liable to be altered, as the scheme is developed or completion of the scheme, in accordance with the provisions section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.	<ul> <li>is of <u>HAMENT FRANK VERMETIONS</u></li> <li>being a Valuer registered under the Valuers Registration Act 1975, certify that;</li> <li>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^</li></ul>	
Entitlements and replaces the existing schedule registered 25-08-2014	on the valuer's certificate lodged with the original initial schedule or the revised schedule.	
* Strike through if inapplicable ^ Insert registration date of previous schedule	Signature:	
INITIAL SCHEDUL	E OF UNIT ENTITLEMENT	
LOT UNIT ENTITLEMENT	SUBDIVISION	
	DNAL SHEETS 9-16 DNAL SHEET 17	
5 22 158 SP90076	DEMENT SHEETS 8A-8D	
7 33 842	EMENT SALETS 6A-6D	
8 35 796 9 <del>58</del> 651		
10 105 553		
Interfal       286 000         HISTORICAL FILE:         SEE ADMINISTRATION SHEET 2 (DOC.E)         If space is insufficient use annexure sheet - PLAN FORM 6A		
Surveyor's Reference: 6182_L4S		

Req:R © Off:

	DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 8 sheet(s				
Registered	I:	9.4.2015	Office Use Only	DP2	Office Use C
	SUBD				(DOC.D)
LOT 4 IN DP 270778 Subdivision Certificate number: $SC 5/2015$ Date of Endorsement: $30/3/15$		20/5	A schedule of lots an Statements of intenti accordance with sec Signatures and seals	sion of the following information as require d addresses - See 60(c) <i>SSI Regulation 2</i> on to create and release affecting interest tion 88B <i>Conveyancing Act 1919</i> s- see 195D <i>Conveyancing Act 1919</i> h cannot fit in the appropriate panel of she n sheets.	
PURSL	JANT TO	SECTION 88B OF THE	CONVEYANCING ACT 191	19 AS AMENDED,	
IT IS IN	ITENDE	D TO CREATE:			
		ACCESS 20 WIDE (T) T FOR DRAINAGE OF W	ATER 2 WIDE (U)		
IT IS IN		D TO RELEASE:			
2) EAS 3) EAS	SEMENT SEMENT	TO PERMIT ENCROACH	IELTER (VIDE DP270778) HING STRUCTURE TO RE ELTER (VIDE DP1156412 HING STRUCTURE TO RE	MAIN (VIDE DP27077) )	,
	LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
			n/a	n/a	Wentworth Point
	8	n/a	104		
	8 9	n/a n/a	n/a	n/a	Wentworth Point

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Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:393 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 4 of 8 sheet(s)
Office Use Only Registered: 9.4.2015 PLAN OF SUBDIVISION OF	DP270778 (DOC.D)
LOT 4 IN DP 270778 Subdivision Certificate number: $5c = 5/2015^{-1}$ Date of Endorsement: $30/3/2015^{-1}$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<b>EXECUTED</b> by <b>FAIRMEAD BUSINESS PTY</b> ) <b>LTD (ACN 069 006 426)</b> in accordance with ) section 127 of the Corporations Act: )	
John Kinsella	Signature of Director/Secretary Willi <b>am Kinsella</b>
Name of Director (block letters)	Name of Director/Secretary (block letters)
If space is insufficient use ann	nexure sheet - PLAN FORM 6A
Surveyor's Reference: 6182_L4S	

PLAN FORM 6A (2012) WARNING: Creasing or fe	olding will lead to rejection ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 8 sheet(s)		
Registered: 0.4.2015	Office Use Only DP270778	
PLAN OF SUBDIVISION OF	(DOC.D)	
LOT 4 IN DP 270778 Subdivision Certificate number: $5 \le 5/2015$ Date of Endorsement: $30/3/2015$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
SIGNED SEALED AND DELIVERED by MELANIE WOOD as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 under registered power of attorney 410 Book No. 4376 dated in the presence of: <u>MELAND</u> Book No. 4376 dated in the presence of: <u>MELAND</u> Signature of witness <u>LEIGH BOWMAN</u> Name of witness (block letters) <u>19/292 PITT STREET SHONEY</u> Address of witness (block letters)	By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney	
If space is insufficient use annu	exure sheet - PLAN FORM 6A	
Surveyor's Reference: 6182_L4S	· · ·	

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 6 of 8 sheet(s)
Office Use Only Registered: 9.4.2015	Office Use Only
PLAN OF SUBDIVISION OF	(DOC.D)
LOT 4 IN DP 270778 Subdivision Certificate number: $\frac{5}{30} = \frac{5}{2015}$ Date of Endorsement: $\frac{30}{3} = \frac{30}{2015}$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by START PETRI HXON SMITH as attorney for PROMINENT INVESTMENT HOLDING II (AUSTRALIA) LIMITED under registered power of attorney Book No. 4684 No. 15 dated if in the presence of March 2015 Jognature of witness Signature of witness DESEICH WALL Signature of witness DESEICH WALL Name of witness (block letters) Address of witness (block letters)	B executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney
If space is insufficient use anne	
Surveyor's Reference: 6182_L4S	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:396 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 DI AN EORM 6A (2012) W(ARNING: Creasing or folding will lead to rejection ePlan

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection
DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 7 of 8 sheet(s)
Office Use Only Registered: 9.4.2015	Office Use Only
PLAN OF SUBDIVISION OF	(DOC.D)
LOT 4 IN DP 270778 Subdivision Certificate number: $5 < 5 / 2015$ Date of Endorsement: $30 / 3 / 2015$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<b>EXECUTED</b> by <b>WENTWORTH POINT</b> <b>DEVELOPMENTS PTY LTD (ACN 146 480 640)</b> in accordance with section 127 of the Corporations Act: Signature of Director	) ) ) Signature of Director / Secretary
John Kinsella	William Kinsella
Name of Director (block letters)	Name of Director / Secretary (block letters)
If an and in insufficiant une and	
	exure sheet - PLAN FORM 6A
Surveyor's Reference: 6182_L4S	

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 8 of 8 sheet(s)
Office Use Only Registered: 9.4.2015	Office Use Only
PLAN OF SUBDIVISION OF	(DOC.D)
LOT 4 IN DP 270778 Subdivision Cartificate number: $\frac{5}{5}$ /2015	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: $\frac{565}{2015}$ Date of Endorsement: $\frac{30}{3}$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by as attorney for WESTPAC ADMINISTRATION PT. LIMITED (ACN 008 617 203) under registered power of attorney Book Mo. 4678 NO. 176 date in the presence of: Book Mo. 4678 NO. 176 dates of witness Signature of witness Signature of witness Marcolock letters Address of witness (block letters) Address of witness (block letters)	wurre sheet - PLAN FORM 6A
Surveyor's Reference: 6182_L4S	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:398 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fo	olding will lead to rejection ePlar	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 6 sheet(s)		
Registered: 23.9.2015 Office Use Only	Office Use Only	
Title System: TORRENS	DP270778	
Purpose: SUBDIVISION	(DOC.E)	
PLAN OF SUBDIVISION OF	LGA: AUBURN	
LOT 10 IN DP 270778	Locality: WENTWORTH POINT	
	Parish: ST JOHN	
	County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval         I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation</i> 2012, is accurate and the survey was completed on 29-05-2015 *(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation</i> .2012, is accurate and the survey was completed on,	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6182_L10S	

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PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan			
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)			
Office Use Only Registered: 23.9.2015	Office Use Only - DP270778		
PLAN OF SUBDIVISION OF			
LOT 10 IN DP 270778	(DOC.E)		
Subdivision Certificate number: $\frac{5C-22}{2015}$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A		
Date of endorsement: 31 August 2015			
Name of Development (Optional)	Address for Service of Notices The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481		
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)		
This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule. UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 09-04-2015 * Strike through if inapplicable ^ Insert registration date of previous schedule	<ul> <li>I, <u>CHRISTERIER</u> SUTTERING</li> <li>of <u>Version</u> Frank Version Act</li> <li>being a Valuer registered under the Valuers Registration Act</li> <li>1975, certify that;</li> <li>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^</li></ul>		
INITIAL SCHEDULE	OF UNIT ENTITLEMENT		
	SUBDIVISION		
4         NOW LOTS 8, 9 & 10         SEE ADDITION           5         22 158         SP90076           6         CONVERTED TO LOT 1         SEE REPLASE           7         33 842         35 796           9         58 651         10           10         NOW LOTS 11 & 12         SEE ADDITION           11         71 042         12           12         34 511         TOTAL           TOTAL         286 000           SEE ADMINISTRATION	MEND SHEETS 8A-8D		
Surveyor's Reference: 6182_L10S			

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:400 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Cre	WARNING: Creasing or folding will lead to rejection ePlan		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s			
Office U Registered: 23.9.2015	Use Only Office Use Only Office Use Only		
PLAN OF SUBDIVISION OF	(DOC.E)		
LOT 10 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>		
Subdivision Certificate number: $5C - 22/2015$ Date of Endorsement: $31$ August 2015	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		
PURSUANT TO SECTION 88B OF THE CONVEYAI	NCING ACT 1919 AS AMENDED,		

IT IS INTENDED TO CREATE:

- 1) RIGHT OF ACCESS 20 WIDE (W)
- 2) EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTH (Z)
- 3) EASEMENT TO PERMIT ENCROACHING STRUCTURE AND SERVICES TO REMAIN VARIABLE WIDTH (AA)

IT IS INTENDED TO RELEASE:

1) RIGHT OF ACCESS 20 WIDE (T) (VIDE DP270778) (DOC. 3)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
11	14	Burroway	Road	Wentworth Point
12	n/a	Burroway	Road	Wentworth Point

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 6182\_L10S

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PLAN FORM 6A (2012) WARNING: Creasing or fol	ding will lead to rejection ePlar	
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 4 of 6 sheet(s)	
Office Use Only Registered: 23.9.2015	Office Use Only DP270778	
PLAN OF SUBDIVISION OF	(DOC.E)	
LOT 10 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as require</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2</li> <li>Statements of intention to create and release affecting interest accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number: <u>SC-22/2015</u> Date of Endorsement: <u>3/ AUGUST 2015</u>	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
EXECUTED by FAIRMEAD BUSINESS PTY ) LTD (ACN 069 006 426) in accordance with ) section 127 of the Corporations Act: ) Signature of Director	Mimm Signature of Director/Secretary William Kinsella	
Name of Director (block letters)	Name of Director/Secretary (block letters)	
If space is insufficient use oppo	xure sheet - PLAN FORM 6A	

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection ePlan	
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 5 of 6 sheet(s)	
Constraint	DP270778	
PLAN OF SUBDIVISION OF	(DOC.E)	
LOT 10 IN DP 270778 Subdivision Certificate number: Sc- 22/2015 Date of Endorsement: 31 August 2015	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
SIGNED SEALED AND DELIVERED by		
If space is insufficient use an	nexure sheet - PLAN FORM 6A	
Surveyor's Reference: 6182_L10S		

PLAN FORM 6A (2012) WARNING: Creasing or fe	olding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 6 of 6 sheet(s)
Registered: 23.9.2015 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF	(DOC.E)
LOT 10 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: SC-22/2015. Date of Endorsement: 31 AUGUST 2015	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
If space is insufficient use anne	xure sheet - PLAN FORM 6A
Surveyor's Reference: 6182_L10S	

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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 8 sh	
Registered: 14.4.2016 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP270778 (DOC.F)
PLAN OF SUBDIVISION OF LOTS 8 AND 9 IN DP 270778	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 10-12-2015 *(b) The part of the land shown in the plan (*being/*excluding ^) was-surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was
I.       MICHAEL LAWANI         *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.         Signature:	completed on,the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature:
*Strike through if inapplicable. Statements of intention to dedicate public roads, public reserves and drainage reserves. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	"Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.     Plans used in the preparation of survey/compilation.     DP 270778 DP 270844     If space is insufficient continue on PLAN FORM 6A     Surveyor's Reference: 6182_L89S

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan			
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 8 sheet(s)			
Registered:	<sup>0</sup> 14.4.2016	ffice Use Only	
PLAN OF SUE	BDIVISION OF		DP270778
LOTS 8 AND 9	9 IN DP 270778		(DOC.F)
			Signatures and Concepts, a schedule of late and addresses and
Subdivision Certific	ate number: _SC 🌫 /	2015	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on
Date of endorseme	nt:	216	Plan Form 6A
Na	ame of Development (Optional)		Address for Service of Notices
			The Community Association
			Wentworth Point Marinas
			C/- Netstrata. PO Box 265
			HURSTVILLE BC NSW 1481
WARNING	G STATEMENT (Approved Fo	orm 7)	VALUER'S CERTIFICATE (Approved Form 9)
	ws an initial schedule of unit		1. CHRISTOPHER JOHN SUTTON
	recinct or Neighbourhood Sc red, as the scheme is dev		of Knight FRANK VOLLATIONS
	scheme, in accordance with the		being a Valuer registered under the Valuers Registration Act 1975, certify that;
	nity Land Development Act 19		*(a) The unit entitlements shown in the schedule herewith are
Any changes will be	e recorded in a replacement so	hedule.	based upon valuations made by me on ^
UPDA	ATE NOTE (Approved Form	8)	*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their
	ntains an *updated/*revised S	•	market value on ^
	eplaces the existing schedule		the valuer's certificate logged with the original initial schedule
23-09-2015		-	or the revised schedule
			Signature Dated: 8/2/2016
* Strike through if inapplica * Insert registration date of			* Strike through if inapplidable * Insert date of valuation
	INITIA	L SCHEDULE	OF UNIT ENTITLEMENT
		ſ	// SUBDIVISION
	COMMUNITY PROPERTY		
2	30 000 NOWLOTS 5, 6 & 7	SP87607	AL SHEETS 9-16
4	NOW LOTS 8, 9, & 10	SEE ADDITION	
5	22 158 CONVERTED TO LOT 1	SP90076	MENT SHEETS BA-8D
6	33 842	SEC REPLACE	
8	NOW LOTS 13, 14 & 15		HEETS 19-21
9 10	NOW LOTS 13, 14 & 15 NOW LOTS 11 & 12	SEE ADDITION	AL SHEETS 19-21
11	71 042		
12	34 511		
13 14	35 795 58 651		
15	1		
TOTAL	286 000		
	<u>HIS</u>	<u> 1 ORIC</u>	AL FILE:
SEE ADMINISTRATION SHEET 3 (DOC.G) If space is insufficient use annexure sheet - PLAN FORM 6A			
Surveyor's Reference: 6182_L89S			

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 8 sheet(s)		
Registered: 14.4.2016 Office Use Only	Office Use Only DP270778 (DOC.F)	
PLAN OF SUBDIVISION OF LOTS 8 AND 9 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number: <u>SC-30/2015</u> Date of Endorsement: <u>2/2/2016</u>	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED,

IT IS INTENDED TO CREATE:

1) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF THE LOT)

- 2) EASEMENT FOR SERVICES (WHOLE OF THE LOT)
- 3) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF THE LOT)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
13	2	Waterways	Street	Wentworth Point
14	3	Half	Street	Wentworth Point
15	n/a	n/a	n/a	Wentworth Point

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 6182\_L89S

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PLAN FORM 6A (2012) WARNING: Creasing or fol		ePlan
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 8 sheet(s		
Office Use Only Registered: 14.4.2016	DP270778	ïce Use Only
PLAN OF SUBDIVISION OF		OC.F)
LOTS 8 AND 9 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as req</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation</li> <li>Statements of intention to create and release affecting inter</li> </ul>	egulation 2012 ng interests in
Subdivision Certificate number: $5(-30/2015)$ Date of Endorsement: $2/2/2016$	<ul> <li>accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of the administration sheets.</li> </ul>	
EXECUTED by FAIRMEAD BUSINESS PTY ) LTD (ACN 069 006 426) in accordance with ) section 127 of the Corporations Act: )	MKi MM Signature of Director/Secretary	
	William Kinsella	
Name of Director (block letters) Name of Director/Secretary (block letters)		
If space is insufficient use annexure sheet - PLAN FORM 6A		
It space is insufficient use anne	xure sheet - PLAN FORM 6A	

irveyor's Reference: 6182\_L89S

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PLAN FORM 6A (2012) WARNING: Creasing or fol	Iding will lead to rejection ePlan
DEPOSITED PLAN AD	OMINISTRATION SHEET Sheet 5 of 8 sheet(s)
Registered: 14.4.2016 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF	- (DOC.F)
LOTS 8 AND 9 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: SL-30/2015 Date of Endorsement: 2/2/2016	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by J.M. Mane as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 under registered power of attorney Book No. 4692 No. 517 dater t in the presence of: * 24 Socry 2012 MASTASIA KALOGIANNIS Name of witness (block letters) 2A2 P.H. SNEH MAN Address of witness (block letters) Address of witness (block letters)	By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney
Surveyor's Reference: 6182_L89S	

ePlan PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 8 sheet(s) Office Use Only Office Use Only 14.4.2016 DP270778 **Registered:** (DOC.F) PLAN OF SUBDIVISION OF This sheet is for the provision of the following information as required: LOTS 8 AND 9 IN DP 270778 A schedule of lots and addresses - See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in . accordance with section 88B Conveyancing Act 1919 Subdivision Certificate number: SC = 30/2015Signatures and seals- see 195D Conveyancing Act 1919 ٠ 0 Any information which cannot fit in the appropriate panel of sheet 1 Date of Endorsement: 2/2/20/6of the administration sheets. SIGNED SEALED AND DELIVERED by STVART PETER DIXM-SMITH as attorney for PROMINENT INVESTMENT HOLDING II (AUSTRALIA) LIMITED ACN 166 234 653 under registered power of attorney Book No. 4703 NO. dated thin the presence of: Sighature of witness By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney TANET CATHERINE DIRAN-SMITH Name of witness (block letters) 5 FUNCH ST, BALMAN NSW Address of witness (block letters) \* 3 MARCH 2016 If space is insufficient use annexure sheet - PLAN FORM 6A Surveyor's Reference: 6182\_L89S

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:410 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fol	ding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 7 of 8 sheet(s)
Office Use Only Registered: 14.4.2016	Office Use Only DP270778 (DOC.F)
PLAN OF SUBDIVISION OF	· · · · · · · · · · · · · · · · · · ·
LOTS 8 AND 9 IN DP 270778 Subdivision Certificate number: $S(-30/2015)$ Date of Endorsement: $2/2/2016$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by ANIASTASIA CALOG IANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493) under registered power of attorney Book No. 4692 NO. SIT dated in the presence of: 04.08.15 Name of witness KIT LIEW Name of witness (block letters) 242 MIT SI SYMEM Now 200 Address of witness (block letters)	By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney
Surveyor's Reference: 6182_L89S	

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PLAN FORM 6A (2012) WARNING: Creasing or fol		
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet ¥8 of 8 sheet(s)	
Registered: 14.4.2016 Office Use Only	Office Use Only DP270778 (DOC.F)	
PLAN OF SUBDIVISION OF		
LOTS 8 AND 9 IN DP 270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number: $\frac{SC-30}{2015}$ Date of Endorsement: $\frac{2}{2}/2$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
SIGNED SEALED AND DELIVERED by as attorney for A3 SG ALPHA PTE LTD under registered power of attorney Book 4700 No. 510 dated. 23./12./329.5. in the presence of: JEMEM MULANAM Signature of witness MEMEM MULANAM Name of witness (block letters) MARE LAMM STRUE SM Address of witness (block letters) Address of witness (block letters)	hexure sheet - PLAN FORM 6A	
Surveyor's Reference: 6182_L89S		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:412 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 7 shee		
Registered:14.4.2016Office Use OnlyTitle System:TORRENSPurpose:SUBDIVISION	Office Use Only DP270778 (DOC.G)	
PLAN OF SUBDIVISION OF LOT 7 IN DP 270778	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 19-01-2016 *(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was	
I,       KAPL OKOKN         *Authorised Person/*General-Manager/*Accredited-Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.         Signature:       Signature:         Accreditation number:       Consent Authority:         Date of endorsement: $29/02/2016$ Subdivision Certificate number:       SL-11/2015         File number:       DA-265/2015         *Strike through if inapplicable.	<ul> <li>completed on,</li></ul>	
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. DP 270778 DP270844 If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 6064	

PLAN FORM 6D (2012)(Community annexure) WARNING: C	reasing or folding will lead to rejection ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheet(s)		
Registered: 0ffice Use Only	Office Use Only DP270778	
PLAN OF SUBDIVISION OF LOT 7 IN DP 270778	(DOC.G)	
Subdivision Certificate number: <u>S4-11/2015</u> Date of endorsement: <u>29/02/2016</u>	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7)         This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.         Any changes will be recorded in a replacement schedule.         UPDATE NOTE (Approved Form 8)         This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on	VALUER'S CERTIFICATE (Approved Form 9) 1. CMARTENTE Source Surter of Source Surter Surter being a Valuer registered under the Valuers Registration Act 1975, certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^* (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^	
If space is insufficient use ann Surveyor's Reference: 6064	iexure sheet - PLAN FORM 6A	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:414 of 504© Office of the Registrar-General /Src:INFOTRACK /Ref:2108005PLAN FORM 6A (2012)WARNING: Creasing or folding will lead to rejectionePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3			
Registered: 0ffice Use Only	Office Use Only		
PLAN OF SUBDIVISION OF LOT 7			
IN DP 270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>		
Subdivision Certificate number: $\frac{5c - 11/2015}{29/02/2015}$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		

#### INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
	COMMUNITY PROPERTY	
2	30 000	SP87607
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SHEETS 9-16
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL SHEET 17
5	22 158	SP90076
6	CONVERTED TO LOT	SEE REPLACEMENT SHEETS 8A-8D
7	NOW LOTS 16-18	SEE ADDITIONAL SHEETS 22-30
8	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21
9	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21
10	NOW LOTS 11 & 12	SEE ADDITIONAL SHEET 18
11	71 042	
12	34 511	
13	35 795	
14	58 651	
15		
16	32 844	
17	998	
18	0	
TOTAL	286 000	

### HISTORICAL FILE: SEE ADMINISTRATION SHEET 3 (DOC.H)

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 6064

	DEPOS	SITED PLAN ADMI	VISTRATION SH	HEET Sheet 4 of 7 sheet	
Registered:	14.4.2016	Office Use Only	DP2	Office Use O	
IN DP 270778	DIVISION OF LOT	•	s sheet is for the provis A schedule of lots an Statements of intentio accordance with sect	(DOC.4 sion of the following information as required d addresses - See 60(c) SSI Regulation 20 on to create and release affecting interests ion 88B Conveyancing Act 1919	
Subdivision Certificat	te number: $SC - 11/20$	15			
Date of Endorsemen	t: 29/02/2016	•	1 of the administratio		
<ol> <li>2) EASEME</li> <li>3) EASEME</li> <li>4) EASEME</li> <li>5) RIGHT C</li> <li>6) RIGHT C</li> <li>7) RIGHT C</li> <li>8) EASEME</li> <li>10) EASEME</li> <li>11) EASEME</li> <li>12) EASEME</li> <li>13) EASEME</li> <li>14) EASEME</li> <li>15) EASEME</li> <li>11) RIGHT C</li> <li>2) EASEME</li> <li>12) EASEME</li> <li>13) EASEME</li> <li>14) EASEME</li> <li>15) EASEME</li> <li>16) RIGHT C</li> <li>20) EASEME</li> <li>21) RIGHT C</li> <li>22) EASEME</li> <li>23) EASEME</li> <li>24) RIGHT C</li> <li>25) EASEMI</li> <li>26) EASEMI</li> </ol>	ED TO RELEASE: DF ACCESS 5.8 METRE(S) ENT FOR GARBAGE TRUC ENT FOR WASTE STORAG DF ACCESS VARIABLE WI	LE OF LOT) HING STRUCTURE TO RE RESS (WHOLE OF LOT) DE (LIMITED IN STRATUM) TH (LIMITED IN STRATUM) TED IN STRATUM) (AE) CESS VARIABLE WIDTH (I CESS VARIABLE WIDTH (I CESS VARIABLE WIDTH (I CESS VARIABLE WIDTH (I CESS VARIABLE WIDTH (I BLE WIDTH (LIMITED IN STRAT CLICK AND COLLECT BA WIDE (LIMITED IN STRAT CACCESS VARIABLE WIDTH (LIMI DTH (LIMITED IN STRATU SE AND COLLECTION VAR	EMAIN (WHOLE OF LO (AC) (AD) LIMITED IN STRATUM LIMITED IN STRATUM LIMITED IN STRATUM LIMITED IN STRATUM LIMITED IN STRATUM STRATUM) (AK) IABLE WIDTH (LIMITE Y 2.6 AND 5 WIDE (LI UM) (B) (VIDE DP270 DTH (LIMITED IN STR TED IN STRATUM) (D M) (E) (VIDE DP27077 RIABLE WIDTH (LIMITE	(AF) (AG) (AH) (AH) (AI) (AJ) ED IN STRATUM) (AL) MITED IN STRATUM) (AM) (778 DOC.2)) (ATUM) (C) (VIDE DP270778 (DOC.2)) (VIDE DP270778 (DOC.2)) (VIDE DP270778 (DOC.2)) (VIDE DP270778 (DOC.2)) ED IN STRATUM) (H) (VIDE	
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	
	N/A	N/A	N/A	Wentworth Point	
16					
16 17	N/A	N/A	N/A	Wentworth Point	

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 6064

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DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 5 of 7 sheet
	MINISTRATION SHEET Sheet 5 of 7 sheet
Registered: 14.4.2016	DP270778 (DOC.G)
PLAN OF SUBDIVISION OF LOT 7 N DP 270778	<ul> <li>This sheet is for the provision of the following information as required</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 20</li> <li>Statements of intention to create and release affecting interests accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: $S - 11/2015$ Date of Endorsement: $29/02/2016$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of shee 1 of the administration sheets.</li> </ul>
<b>EXECUTED</b> by <b>FAIRMEAD BUSINESS PTY</b> ) <b>LTD (ACN 069 006 426)</b> in accordance with ) section 127 of the Corporations Act: )	
John Kinselle Signature of Director	Munch Signature of Director/Secretary
John Kinsella	William Kinsella
Name of Director (block letters)	Name of Director/Secretary (block letters)
put dec In t Sig Lica Ja	Ined sealed and delivered for and on behalf of Ausgrid by its Attorney, isuant to Power of Attorney Registered Book 4693 No 331 who clares that he/she has not received any notice of revocation of same. The presence of:
570 geoi Sydney	RGE STREET NSW 2000
	xure sheet - PLAN FORM 6A

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:417 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 ePlan

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 6 of 7 sheet(s)
Registered: 14.4.2016 Office Use Only	Office Use Only DP270778
PLAN OF SUBDIVISION OF LOT 7 IN DP 270778	(DOC.G) This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>
Subdivision Certificate number: <u>Sc11/2015</u> Date of Endorsement: <u>29/02/2016</u>	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
EXECUTED by WENTWORTH POINT DEVELOPMENTS PTY LTD (ACN 146 480 640) in accordance with section 127 of the Corporations Act:	Mamma         Signature of Director/Secretary         William Kinsella         Name of Director/Secretary (block letters)
If space is insufficient use anno Surveyor's Reference: 6064	exure sheet - PLAN FORM 6A

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 7 of 7 sheet(s)
Registered: 14.4.2016 Office Use Only	Office Use Only DP270778 (DOC.G)
PLAN OF SUBDIVISION OF LOT 7 IN DP 270778 Subdivision Certificate number: $S = -\frac{11}{2015}$ Date of Endorsement: $\frac{29}{0152015}$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by STEPHANIE DEMITSON as attorney for WESTPAC ADMINISTRATION PTY LTD (ACN 008 617 203) under registered power of attorney Book 4618 No. 176 dated ISSEPTEMBER 2014 in the presence of Mart Target Name of witness (block letters) LVEL 20, 215 KENT ST SHONEL NG 2000 Address of witness (block letters) Stores of witness (block letters)	STEPHANE DENNYSON By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney
Surveyor's Reference: 6064	
Surveyors Reletence. 0004	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:419 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fol	ding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 1 of 8 sheet(s)
Registered: 19.4.2016 Office Use Only Title System: TORRENS	Office Use Only DP270778
Purpose: CONVERSION	(DOC.H)
PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOT 18 IN DP 270778 TO COMMUNITY PROPERTY	LGA: AUBURN Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation-2012, is accurate and the survey-was completed on *(b) The part of the land shown in the plan (*being/*excluding ^
Subdivision Certificate         I,	<ul> <li>was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on,</li></ul>
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. DP 270778 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6064-G-CONSOL

PLAN FORM 6D (2012)(Community annexure) WARNING: Cro	easing or folding will lead to rejection ePlan			
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 2 of 8 sheet(s)			
Registered: 0ffice Use Only				
PLAN OF LOT 1 IN DP 270778 FOLLOWING	DP270778			
CONVERSION OF LOT 18 IN DP 270778 TO	(DOC.H)			
	Signatures and Consents, a schedule of lots and addresses and			
Subdivision Certificate number: <u>SC-11/2015</u> Date of endorsement: <u>29/02/2016</u>	statements relating to a section 88B instrument should be provided on Plan Form 6A			
Name of Development (Optional)	Address for Service of Notices			
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481			
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)			
This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.	I, of being-a-Valuer registered under the Valuers Registration Act 1975, certify that; *(a) The unit entitlements shown in the schedule herewith are			
Any changes will be recorded in a replacement schedule.	based upon valuations made by me on ^ *(b) The unit entitlements shown in the schedule herewith, for the			
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on	new-lots created by the subdivision, are based upon their market value on A being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.			
* Strike through if inapplicable ^ Insert registration date of previous schedule	Signature: Dated: * Strike through if inapplicable * Insert date of valuation			
INITIAL SCHEDULE OF UNIT ENTITLEMENT				
See Sheet 3				
If space is insufficient use annexure sheet - PLAN N/ARM 6A				
Surveyor's Reference: 6064-G-CONSOL				

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:421 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePla			Plan		
	DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 8 sheet(s				
Registered:	19.4.2016	Office Use Only	Office Us		
PLAN OF LO	T 1 IN DP 270778 FOI	LLOWING	(DOC.I	H)	
COMMUNITY Subdivision Certifi	N OF LOT 18 IN DP 2 PROPERTY cate number: $\frac{9}{20} - \frac{11}{20}$ ent: $\frac{29}{02}/2016$	15	<ul> <li>This sheet is for the provision of the following information as req</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulatii</li> <li>Statements of intention to create and release affecting inter accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of 1 of the administration sheets.</li> </ul>	on 2012 rests in	
LOT	UNIT ENTITLEMENT		SUBDIVISION	4	
2	30 000 NOW LOTS 5, 6 & 7	SP87607 SEE ADDITIONAL			
4 5 6	NOW LOTS 8, 9 & 10 22 158 CONVERTED TO LOT		ENT SHEETS 8A-8D		
7 8 9	NOW LOTS 16-18 NOW LOTS 13, 14 & 15 NOW LOTS 13, 14 & 15	SEE ADDITIONAL SEE ADDITIONAL SEE ADDITIONAL	. SHEETS 19-21		
<u>10</u> 11	NOW LOTS 11 & 12 71 042	SEE ADDITIONAL			
12 13	34 511 35 795				
14 15 16	58 651	SP		*****	
10 17 18	998 CONVERTED TO LOT 1	SP	ENT SHEETS 8E-8I		
TOTAL	286 000				

## HISTORICAL FILE

# SEE ADMINISTRATION SHEET 3 (DOC. I)

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 6064-G-CONSOL

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:422 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FOR	M 6A (20	12) WARM	IING: Creasing or f	oldir	ig will lead to rejecti	on		ePlan
DEPOSITED PLAN AD			DMI	NISTRATION SH	IEET Sheet 4	of 8	sheet(s)	
Office Use Only Registered: 19.4.2016				DP2	70778	Office	Use Only	
PLAN OF	- LOT	1 IN DP 270778 F	OLLOWING			10110	(DC	C.H)
	CONVERSION OF LOT 18 IN DP 270778 TO COMMUNITY PROPERTY		Thi: • •	A schedule of lots and Statements of intentio	ion of the following infor I addresses - See 60(c) n to create and release on 88B <i>Conveyancing A</i>	SSI Regu affecting i	lation 2012	
Subdivision Certificate number: <u>3c-11/2015</u> Date of Endorsement: <u>29/02/2016</u>		•	Signatures and seals-	see 195D Conveyancir cannot fit in the approp	ng Act 191			
	LOT	STREET NUMBER	STREET NAME	Ξ	STREET TYPE	LOCALITY		
	1	n/a	n/a		n/a	Wentworth Point		
<section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header>								
Surveyor's Reference: 6064-G-CONSOL								
-								

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:423 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	lding will lead to rejection ePlan			
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 5 of 8 sheet(s)			
Registered: 0ffice Use Only	Office Use Only			
PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOT 18 IN DP 270778 TO COMMUNITY PROPERTY Subdivision Certificate number: <u>SC-11/2015</u> Date of Endorsement: <u>29/02/2014</u>	<ul> <li>(DOC.H)</li> <li>This sheet is for the provision of the following information as required: <ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> </ul> </li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>			
Approved Form 21 COMMUNITY LAND DEVELOPMENT ACT Updated October 2009 CERTIFICATE OF ASSOCIATION CONSENTING TO DOCUMENTS AFFECTING THE SCHEME The *Community/*Precinct/*Neighbourhood Association Deposited Plan No. 270778 certifies that on				
Common Speal Speal Speal Speal Speal Speal Speal				
If space is insufficient use annexure sheet - PLAN FORM 6A				
Surveyor's Reference: 6064-G-CONSOL				

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection ePlan
	DMINISTRATION SHEET Sheet 6 of 8 sheet(s)
Registered: Use Only	DP270778 Office Use Only (DOC.H)
PLAN OF LOT 1 IN DP 270778 FOLLOWING CONVERSION OF LOT 18 IN DP 270778 TO COMMUNITY PROPERTY Subdivision Certificate number: <u>Sc-11/2015</u> Date of Endorsement: <u>21/02/2016</u>	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any Information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
COMMUNITY LAND Updated CERTIFICATE OF 0	oclation property as shown on the plan herewith. from-the-Gommunity-or-Precin <del>ct Schemo.</del> not inconsistent with the conditions of any development
If space is insufficient use an	nexure sheet - PLAN FORM 6A
Surveyor's Reference: 6064-G-CONSOL	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:425 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

	ePlan	
PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 8 sheet(s)		
Registered: 19.4.2016 Office Use Only	Office Use Only	
PLAN OF LOT 1 IN DP 270778 FOLLOWING	(DOC.H)	
CONVERSION OF LOT 18 IN DP 270778 TO	This sheet is for the provision of the following information as required:	
	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number: Sc-11/2015	Signatures and seals- see 195D Conveyancing Act 1919	
Date of Endorsement:	Any information which cannot fit in the appropriate panel of sheet     1 of the administration sheets.	
• Any information which cannot fit in the appropriate panel of sheet		
Surveyor's Reference: 6064-G-CONSOL		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:426 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePla	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 8 sheet		
Office Use Only Registered: 19.4.2016	Office Use Of DP270778	
PLAN OF LOT 1 IN DP 270778 FOLLOWING	(DOC.H)	
CONVERSION OF LOT 18 IN DP 270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 20</li> <li>Statements of intention to create and release affecting interests i accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheel of the administration sheets.</li> </ul>	
EXECUTED by FAIRMEAD BUSINESS PTY ) LTD (ACN 069 006 426) in accordance with ) section 127 of the Corporations Act: ) Signature of Director William Kinsella Name of Director (block letters)	Signature of Director/Secretary Japa Fitzgerald Secretary Name of Director/Secretary (block letters)	

Surveyor's Reference: 6064-G-CONSOL

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:427 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fo	Iding will lead to rejection ePlan
DEPOSITED PLAN AD	OMINISTRATION SHEET Sheet 1 of 10 sheet(s)
Registered:31.10.2016Office Use OnlyTitle System:TORRENSPurpose:SUBDIVISIONPLAN OF SUBDIVISION OF LOTS 12, 13 & 14IN DP 270778 AND EASEMENTS AFFECTINGLOTS 1 & 11 IN DP 270778 AND POSITIVE	Office Use Only DP270778 (DOC.I) LGA: PARRAMATTA Locality: WENTWORTH POINT
COVENAN⊤ AFFECTING LOT 1 IN DP 270778	Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date:	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the
File Number:	Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 07-04-2016 *(b) The part of the land shown in the plan (*being/*excluding ^)
Subdivision Certificate         1.       MARK LEOTTA         *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.         Signature:       MARK DECTRA         Accreditation number:       Accreditation number:         Consent Authority:       Ctty. O.F. PATRICA MATTA COUNCH         Date of endorsement:       7 / 9 / 72016         Subdivision Certificate number:       Sch. 8-44         Subdivision Certificate number:       Sch. 8-44         Subdivision Certificate number:       Sch. 8-44         Statements of intention to dedicate public roads, public reserves and drainage reserves.         IT IS INTENDED TO DEDICATE LOT 23 TO THE PUBLIC AS PUBLIC ROAD	<ul> <li>was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on,</li></ul>
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6439_FB

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan		
DEPOSITED PLAN AD	OMINISTRATION SHEET         Sheet 2 of 10 sheet(s)	
Registered: 31.10.2016 Office Use Only	Office Use Only DP270778	
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 IN DP 270778 AND EASEMENTS AFFECTING LOTS 1 & 11 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778	(DOC.I)	
Subdivision Certificate number: $\frac{5C/94}{2016}$ Date of endorsement: $\frac{7}{9}/\frac{9}{2016}$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices	
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)	
This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.	I. CHRISTOPHER JOHN SATTON of <u>ENIGHT FROME</u> VALUATIONS being a qualified valuer, as defined in the Community Land Development Act 1989, certify that; (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on A	
UPDATE NOTE (Approved Form 8)	*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdjvision, are based upon their	
This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 19-04-2016	market value on ^	
<ul> <li>Strike through if inapplicable</li> <li>A Insert registration date of previous schedule</li> </ul>	Signature: Dated: 20/7/20/6 * Strike through if inapplicable * Insert date of valuation	
INITIAL SCHEDULE OF UNIT ENTITLEMENT		
	/	
See	Sheet 3	
If space is insufficient use annexure sheet - PLAN FORM 6A		
Surveyor's Reference: 6439_FB		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:429 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A	(2012) WARN	012) WARNING: Creasing or folding will lead to rejection ePla		ePlan		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 10 sheet(s)			sheet(s)			
Registered:	31.10.2016	Office Use Only	DP270	1778	Office (	Use Only
	DIVISION OF LOTS 12,			110	(DO	C.I)
& 11 IN DP 270 AFFECTING LC	D EASEMENTS AFFEC 0778 AND POSITIVE CC OT 1 IN DP 270778	OVENANT	<ul> <li>This sheet is for the provision of the</li> <li>A schedule of lots and addres</li> <li>Statements of intention to created accordance with section 88B (</li> </ul>	ses - See 60(c) ate and release	SSI Regul	lation 2012
Subdivision Certifi Date of Endorsem	icate number: $\frac{5C/84}{7/9/2CI6}$	/2016	<ul> <li>Signatures and seals- see 195</li> <li>Any information which cannot 1 of the administration sheets.</li> </ul>	5D Conveyancir fit in the approp	ng Act 191	
INITIAL SCHEDULE OF UNIT ENTITLEMENT						
LOT			SUBDIVISION			7
	COMMUNITY PROPERTY					
2	30 000	SP87607			$\angle$	
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SHEETS 9-16				
4	NOW LOTS 8, 9 & 10 \$22 158	SEE ADDITIONAL SHEET 17				
6	CONVERTED TO LOT 1		SP90076 SEE REPLACEMENT SHEETS 8A-8D			
7	NOW LOTS 16-18	SEE ADDITIONAL SHEETS 22-30				
8	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21				
9	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21				
10	NOW LOTS 11 & 12	SEE ADDITIONAL SHEET 18				

10	NOW LOTS 11 & 12	SEE ADDITIONAL SHEET 18
11	71 042	
12	NOW LOT 24	SEE ADDITIONAL SHEETS 31-52
13	NOW LOTS 19 & 21	SEE ADDITIONAL SHEETS 31-52
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL SHEETS 31-52
15	1	
16	32 844	8P93238
17	998	
18	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8E-8I
19	35 795	
20	58 651	
21	0	
22	0	
23	ROAD	
24	34 511	
TOTAL	286 000	

# HISTORICAL FILE SEE ADMINISTRATION SHEET 3 (DOC. J)

If space is insufficient use annexure sheet - PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET       Sheet 4       of       10       sheet 4         Office Use Only       Office Use Only       Office Use Only       Office Use Only         Registered:       31.10.2016       DP270778 AND FASEMENTS AFFECTING LOTS 12, 13 & 14 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778       Office Use Only       (DOC.I)         Subdivision Certificate number:       Schedul 2016       Signatures and addresses - See 60(c) SSI Regulation 2016       Signatures and seals- see 195D Conveyancing Act 1919         Subdivision Certificate number:       Schedul 2016       Signatures and seals- see 195D Conveyancing Act 1919       Any information which cannot fit in the appropriate panel of sheet of the administration sheets.				
Registered:       31.10.2016       DP270778				
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 IN DP       DP         270778 AND EASEMENTS AFFECTING LOTS 1 & 11       IN DP 270778 AND POSITIVE COVENANT         AFFECTING LOT 1 IN DP 270778       This sheet is for the provision of the following information as required:         • A schedule of lots and addresses - See 60(c) SSI Regulation 201         • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919				
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE: 1) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 2) EASEMENT FOR SERVICES (WHOLE OF LOT) 3) EASEMENT FOR RORAINAGE OF WATER (WHOLE OF LOT) 4) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AO) 5) EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP) 6) RIGHT OF PUBLIC ACCESS 20 WIDE AND VARIABLE (LIMITED IN STRATUM) (AQ) 7) EASEMENT FOR COMMUNICATION SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AR) 8) EASEMENT FOR COMMUNICATION SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AR) 9) EASEMENT FOR ROARTIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AT) 10) POSITIVE COVENANT (AU) 11) EASEMENT FOR RLECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AV) 12) EASEMENT FOR OVERHANG 2 WIDE (LIMITED IN STRATUM) VARIABLE WIDTH (LIMITED IN STRATUM) (AV) 13) EASEMENT FOR OVERHANG 2 WIDE (LIMITED IN STRATUM) VARIABLE WIDTH (LIMITED IN STRATUM) (AV) 14) RIGHT OF ROR OVERHANG 2 WIDE (LIMITED IN STRATUM) (AZ) 15) EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES 17.5 & 25 WIDE (AZ) 16) RESTRICTION ON USE OF LAND 17 IS INTENDED TO RELEASE: 1) RIGHT OF PUBLIC ACCESS (VIDE DP1156412)				
LOT STREET NUMBER STREET NAME STREET TYPE LOCALITY				
19     2     Waterways     Street     Wentworth Point       20     3     Half     Street     Wentworth Point				

21

22

23

24

n/a

n/a

n/a

n/a

If space is insufficient use annexure sheet - PLAN FORM 6A

Footbridge

Footbridge

Footbridge

Burroway

Boulevard

Boulevard

Boulevard

Road

Wentworth Point

Wentworth Point

Wentworth Point

Wentworth Point

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PLAN FORM 6A (2012) WARNING: Creasing or fo	Iding will lead to rejection ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 10 sheet(s)		
Registered: 31.10.2016 Office Use Only	Office Use Only DP270778	
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 IN DP 270778 AND EASEMENTS AFFECTING LOTS 1 & 11 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778 Subdivision Certificate number: $S_{C}$ S.4. 2016 Date of Endorsement: $\mathcal{F}(9, f^2 \otimes 16)$	<ul> <li>(DOC.I)</li> <li>This sheet is for the provision of the following information as required: <ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </li> </ul>	
EXECUTED by FAIRMEAD BUSINESS PTY LTD )         (ACN 069 006 426) in accordance with )         section 127 of the Corporations Act:		
Joh Kinille Signature of Director	Signature of Director/Secretary	
John Kinsella Name of Director (block letters)	John Fitzgerald Secretary Name of D <del>irect</del> or/Secretary (block letters)	
<b>EXECUTED</b> by <b>WP BLOCK H PTY LTD</b> ) (ACN 606 790 872) in accordance with ) section 127 of the Corporations Act: )		
Job Kimsch Signature of Director	Signature of Director/Secretary	
John Kinsella	John Fitzger <b>ald</b> Secretary	
Name of Director (block letters)	Name of D <del>irecto</del> r/Secretary (block letters)	
If space is insufficient use anno	,	
Surveyor's Reference: 6439_FB	Menta	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:432 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	Iding will lead to rejection	ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 6 of 10	sheet(s)
Registered: 31.10.2016 Office Use Only	Office <b>DP270778</b>	Use Only
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 IN DP 270778 AND EASEMENTS AFFECTING LOTS 1 & 11 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778	<ul> <li>(D)</li> <li>This sheet is for the provision of the following information as</li> <li>A schedule of lots and addresses - See 60(c) SSI Regule</li> <li>Statements of intention to create and release affecting in accordance with section 88B Conveyancing Act 1919</li> </ul>	ation 2012 Iterests in
Subdivision Certificate number $S_{1.84}$ $2016$		
Subdivision Certificate number 2:		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:433 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 7 of 10 sheet(s)
Registered: 31.10.2016 Office Use Only	Office Use Only DP270778
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 IN DP 270778 AND EASEMENTS AFFECTING LOTS 1 & 11 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778 Subdivision Certificate number: $S = \sqrt{S + \sqrt{2016}}$ Date of Endorsement: $T = \sqrt{q/2016}$	<ul> <li>(DOC.I)</li> <li>This sheet is for the provision of the following information as required: <ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </li></ul>
SIGNED SEALED AND DELIVERED by AN A ANZ_FLOUC IARY SEAVICES PTY OF as attorney for PROMINENT INVESTMENT HOLDING II (AUSTRALIA) LIMITED ACN 166 234 653 under registered power of attorney Book 4602 No. S17 dated A.H.O.SI.T. in the presence of: HUMHALM. Signature of witness Penny Kakaris Narad 20 fWitness SYDNEY NSW 2000 Address of witness (block letters)	ASTASIA FALOGIANN'S

If space is insufficient use annexure sheet - PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET       Sheet is of 10 sheet(s)         Marcin Composition of LOTS 12, 13 & 14 in Dir 70776 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778       Deposition of the following information are required.         Suddivision Certificate number:       S.C.J.S.H.L.Cold.       - A sheedee of this and addresses effecting interests in according with each of the conveyation of the following interests in according with each of the conveyation of the sheet of the ascording with each of the conveyation of the sheet of the ascording with each of the conveyation of the sheet of the ascording with each of the conveyation of the sheet of the ascording with each of the appropriate part of the sheet of the administration sheet.         Signet SEALED AND DELIVERED by ATM FST ASLA KALKAGA ATM AS as a stormey for ANZ FIDUCIARY SERVICES PTYL LO (ACN 100 79 493) under registered power of attorney dated 01.1024.11.9. In the presence of:         Jamma Markanis Berny Kakaris Name of witness (block letters) 237 DHT NSR 2888 Address of witness (block letters)         Stature of witness (block letters) 237 DHT NSR 2888 Address of witness (block letters)         Stature of witness (block letters)         Stature of witness (block letters)         Stature of witness (block letters)	PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection	ePlan
Registered:       31.10.2016       DP270778       DD2507778       D2507778       D2507778       D2507778       D25077778       D25077778       D25077778       D25077778       D25077778       D2507777779       D25077779	DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 8 of	10 sheet(s)
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 N DP       (DOC.1)         270778 AND EASEMENTS AFFECTING LOTT IN DP 270778       This sheet is for the provision of the following information as required:         A schedule of lots and addresses - See R0(C) ST R04JUD 2021       This sheet is for the provision of the following information as required:         A schedule of lots and addresses - See R0(C) ST R04JUD 2021       Statements of intention to create and feeless affecting interests in account with section BBC Convegoring Act 1919         Subdivision Certificate number:       Sci. 32:4 [2:0;6]       Statements of intention to create and release affecting interests in account with section BBC Convegoring Act 1919         Bate of Endorsement:       Sci. 42:4 (2:0;6)       Statements of intention sheets.         Signatures and seals - see 180C Convegoring Act 1919       Statements of intention to create and feelose affecting interests in account the appropriate panel of sheet 1         A schedule of Endorsement:       Scignatures and seals - see 180C Convegoring Act 1919       Scignatures and seals - see 180C Convegoring Act 1919         Signature of with Convegoring Act 1910       Scignatures and seals - see 180C Convegoring Act 1919       Scignatures and seals - see 180C Convegoring Act 1919         Book 41 (0:8)       No. 36C6       Scignature and seals - see 180C Convegoring Act 2019       Scignature and seals - see 180C Convegoring Act 2019         Porny Kakaris       Porny Kakaris       Scignature and seals - see 180C Convegoring Act 2019       Scignature and	3 1 10 2016		ffice Use Only
ATMAST A STA I (ALOGIATIONS as attomey for ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493) under registered power of attorney Book 4 7 08 No. 366 dated 01.106.10.9. In the presence of: 	270778 AND EASEMENTS AFFECTING LOTS 1 & 11 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778 Subdivision Certificate number: SC SH 2016	<ul> <li>This sheet is for the provision of the following information</li> <li>A schedule of lots and addresses - See 60(c) SSI F</li> <li>Statements of intention to create and release affect accordance with section 88B Conveyancing Act 19</li> <li>Signatures and seals- see 195D Conveyancing Act</li> <li>Any information which cannot fit in the appropriate</li> </ul>	n as required: Regulation 2012 ting interests in 19 1919
	ANASTASIA (ALDGIANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493) under registered power of attorney Book 4708, No. 366 dated 0.7. 0.6. 0.6. in the presence of: DMM Jalo Signature of witness Penny Kakaris Name of witness (block letters) 242 PITT STREET SYDNEY, NSW, 2000.	states that the attorney has received r notice of revocation of the power of at	้าอ

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:435 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 10 sheet(s)		
Office Use Only <b>Registered:</b>	Office Use Only	
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 IN DP 270778 AND EASEMENTS AFFECTING LOTS 1 & 11 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778	(DOC.I) This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in	
Subdivision Certificate number: $SC 8.4 2016$ Date of Endorsement: $Z/9/2016$	<ul> <li>accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
SIGNED SEALED AND DELIVERED by GREA LINGLATER as attorney for AS SG ALPHA PTE LTD under registered power of attorney Book 4700 No. 510 dated 23. REFERENCE. S10 dated 23. REFERENCE. S10 dated 23. REFERENCE. S10 dated 24. REFERENCE MAXIMICIAN STIER Name of witness (block letters) CACL 40, 264 - 278 George St Sydney MSM 2000 Address of witness (block letters) Address of witness (block letters)	By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney	
ourreyors relefence. 0403_1 D	MADDIA	

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 10 of 10 sheet(s)		
Registered: 31.10.2016 Office Use Only	Office Use Only	
PLAN OF SUBDIVISION OF LOTS 12, 13 & 14 IN DP 270778 AND EASEMENTS AFFECTING LOTS 1 & 11 IN DP 270778 AND POSITIVE COVENANT AFFECTING LOT 1 IN DP 270778 Subdivision Certificate number: <u>SC/84/2016</u>	<ul> <li>(DOC.I)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>	
Date of Endorsement:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
Approved Form 18 COMMUNITY LAND DEVELOPMENT ACT Updated October 2009		
ATTESTATION		
The common seal of the *Community/*Precinct/*Neighbourhood Association Deposited Plan No. 270778 was affixed hereto on <a href="https://www.community.com">???/www.com</a> , <a *neighbourhood"="" *precinct="" community="" href="https://www.com">/www.com</a> , <a *neighbourhood"="" *precinct="" community="" href="https://www.com">/www.com</a> , <a *neighbourhood"="" *precinct="" community="" href="https://www.com">/www.com</a> , <a *neighbourhood"="" *precinct="" community="" href="https://www.com">//www.com</a> , <a *neighbourhood"="" *precinct="" com"="" community="" href="https://www.com">//www.com</a> , <a *neighbourhood"="" *precinct="" community="" href="https://www.com">//www.com</a> , <a ?????"="" community="" href="https://www.com">//www.com</a> , <a ??????"="" community="" href="https://www.com">//www.com</a> , <a ??????"="" community="" href="https://www.com">//www.com</a> , <a ??????"="" community="" href="https://www.com">https://www.com</a> , <a ????????"="" community="" href="https://www.com">//www.com</a> , <a ???????"="" community="" href="https://www.com">https://www.com</a> , <a ??????????"="" community="" href="https://www.com">https://www.com</a> , <a a="" com"="" com<="" href="https://www.com">, <a <="" com"="" com<="" href="https://wwww.com&lt;/a&gt;, &lt;a href=" https:="" td="" www.com"=""></a></a></a></a></a></a></a>		
	Melissa Kickmaster	
Signature(s) and <u>MBUCKMEE</u> Being the person(s) authorised by section 8 Community Land Management Act 1989 to attest to the affixing of the seal.		
Approved Form 21 COMMUNITY LAND DEVELOPMENT ACT Updated October 2009		
CERTIFICATE OF ASSOCIATION CONSENTING TO DOCUMENTS AFFECTING THE SCHEME		
The *Community/ <del>*Precinct/*Neighbourhood</del> Association Deposited Plan No. <b>270778</b> certifies that on 9.7.8.7.1.6 it passed a unanimous resolution consenting to the: Creation of an easement, restriction on the use of land or positive covenant which burdens association property		
6		
If space is insufficient use annexure sheet - PLAN FORM 6A		
Surveyor's Reference: 6439_FB		

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PLAN FORM 6 (2012) WARNING: Creasing or fo	Iding will lead to rejection ePlan
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 8 sheet(s)	
Registered:3.11.2016Office Use OnlyTitle System:TORRENS	Office Use Only DP270778
Purpose: CONVERSION	(DOC.J)
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOTS 21 & 22 IN DP270778 TO COMMUNITY PROPERTY	LGA: PARRAMATTA Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval         1,	Survey Certificate         I, MICHAEL TRIFIRO       of SDG LAND DEVELOPMENT SOLUTIONS         P.O. Box 2572, NORTH PARRAMATTA 1750       a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:         *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 6439CONV

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PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 8 sheet(s)		
Office Use Only Registered: 3.11.2016		
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOTS 21 & 22 IN DP270778 TO COMMUNITY PROPERTY	DP270778 (DOC.J)	
Subdivision Certificate number: $SC 8.4 2016$ Date of endorsement: $7/9(2016)$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
Any changes will be recorded in a replacement schedule.	VALUER'S CERTIFICATE (Approved Form 9)  , of being a Valuer registered under the Valuers Registration Act 1975, certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ *(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule. Signature:	
INITIAL SCHEDULE OF UNIT ENTITLEMENT See Sheet 3		

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If space is insufficient use annexure sheet - PLAN N/ARM 6A

Surveyor's Reference: 6439CONV

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:439 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fe	olding will lead to rejection ePlan
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 3 of 8 sheet(s)
Office Use Only Registered: 3.11.2016	Office Use Only DP270778
PLAN OF LOT 1 IN DP270778 FOLLOWING	(DOC.J)
CONVERSION OF LOTS 21 & 22 IN DP270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: $\frac{5}{7/9}/2016$ Date of Endorsement: $\frac{7/9}{2016}$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>

## **INITIAL SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	SUBDIVISION
	COMMUNITY PROPERTY	
2	30 000	SP87607
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SHEETS 9-16
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL SHEET 17
5	22 158	SP90076
6	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8A-8D
7	NOW LOTS 18-18	SEE ADDITIONAL SHEETS 22-30
8	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21
9	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21
10	NOW LOTS 11 & 12	SEE ADDITIONAL SHEET 18
11	71 042	
12	NOW LOT 24	SEE ADDITIONAL SHEETS 31-52
13	NOW LOTS 19 & 21	SEE ADDITIONAL SHEETS 31-52
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL SHEETS 31-52
15	1	
16	32 844	8F93238
17	998	
18	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8E-8I
19	35 795	
20	58 651	
21	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8J-8S
22	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8J-8S
23	ROAD	
24	34 511	
TOTAL	286 000	

## **HISTORICAL FILE**

## SEE ADMINISTRATION SHEET 3 (DOC. K)

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 6439CONV

	VI 6A (20	12) WARN	IING: Creasing or f	olding	will lead to reject	ion	ePlan
	DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 8 sheet(			of 8 sheet(s)			
Registered: 3.11.2016 Office Use Only			DP2	270778	Office Use Only		
PLAN OF LOT 1 IN DP270778 FOLLOWING					(DOC.J)		
CONVERSION OF LOTS 21 & 22 IN DP270778 TO COMMUNITY PROPERTY		<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in</li> </ul>					
Subdivision Certificate number: <u>SC / 84 / 2016</u> Date of Endorsement: <u>7/9/2016</u>		•	Signatures and seals-	on 88B Conveyancing A see 195D Conveyancing cannot fit in the appropriation of the second sheets.	g Act 1919		
	LOT	STREET NUMBER	STREET NAME		STREET TYPE	LOCALITY	
	1	n/a	n/a		n/a	Wentworth Point	
CERTIFICATE OF ASSOCIATION AGREEING TO SCHEDULE OF UNIT ENTITLEMENTS The *Community/*Precinct/*Neighbourheed Association Deposited Plan No. 270778 certifies that on1.8.1.15 it passed a unanimous resolution agreeing to the schedule of unit entitlements shown in the document herewith							
Surveyor's I	If space is insufficient use annexure sheet - PLAN FORM 6A Surveyor's Reference: 6439CONV						

PLAN FORM 6A (2012) WARNING: Creasing or fo	Iding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 5 of 8 sheet(s)
Office Use Only Registered: 3.11.2016	Office Use Only
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOTS 21 & 22 IN DP270778	(DOC.J) This sheet is for the provision of the following information as required:
TO COMMUNITY PROPERTY Subdivision Certificate number: 5C/84/2016	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> </ul>
Date of Endorsement: 7/9/2016	<ul> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Updated Or CERTIFICATE OF ASSOCIATION CONSENTIN The *Community/*Precinct/*Neighbourhoo certifies that on	DEVELOPMENT ACT tober 2009 <b>S TO DOCUMENTS AFFECTING THE SCHEME</b> d Association Deposited Plan No. 270778 a unanimous resolution consenting to the: 21 & 22 in DP270778
Surveyor's Reference: 6439CONV	

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan	
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 6 of 8 sheet(s)	
Registered: 3.11.2016 Office Use Only	DP270778 Office Use Only (DOC.J)	
PLAN OF LOT 1 IN DP270778 FOLLOWING	This sheet is for the provision of the following information as required:	
CONVERSION OF LOTS 21 & 22 IN DP270778 TO COMMUNITY PROPERTY	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in</li> </ul>	
Subdivision Certificate number: $S = 1.84 + 2.016$ Date of Endorsement: $7/1/2016$	<ul> <li>accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
COMMUNITY LAND Updated C CERTIFICATE OF C	association property as shown on the plan herewith. om the Community or Precinct Scheme. ot inconsistent with the conditions of any development inded accordingly.	
Surveyor's Reference: 6439CONV		

PLAN FORM 6A (2012) WARNING: Creasing or fo	lding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 7 of 8 sheet(s)
Office Use Only Registered: 3.11.2016	Office Use Only Office Use Only
PLAN OF LOT 1 IN DP270778 FOLLOWING	(DOC.J)
CONVERSION OF LOTS 21 & 22 IN DP270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: $\frac{5(184/2016)}{7/9/2016}$ Date of Endorsement: $\frac{7/9/2016}{7}$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Approved F COMMUNITY LAND DE Updated Octo	EVELOPMENT ACT bber 2009
ATTESTA	
The common seal of the *Community <del>/≭P</del> Deposited Plan No. <b>270778</b> was affixed her Brci∂ Woo∂ and	
Signature(s)	MRUCICMESO
Being the person(s) authorised by section the affixing of the seal.	8 Community Land Management Act 1989 to attest to
	Gr DEPOSITED DIA Common Steal Stal NNO NAT * BLOD
If space is insufficient use ann	exure sheet - PLAN FORM 6A
Surveyor's Reference: 6439CONV	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:444 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 8 sheet(s) Office Use Only Office Use Only 3.11.2016 **Registered: DP270778** (DOC.J) PLAN OF LOT 1 IN DP270778 FOLLOWING This sheet is for the provision of the following information as required: CONVERSION OF LOTS 21 & 22 IN DP270778 A schedule of lots and addresses - See 60(c) SSI Regulation 2012 TO COMMUNITY PROPERTY Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Subdivision Certificate number: Sci. 8.4. 2016 Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with ) section 127 of the Corporations Act: Tot Kinich Signature of Director/Secretary Signature of Director John Fitzgerald John Kinsella Secretary Name of Director (block letters) Name of Director/Secretary (block letters) EXECUTED by WP BLOCK H ) PTY LTD (ACN 606 790 872) In ) accordance with section 127 of ) the Corporations Act: Signature of Director Signa of secretary John Fitzgerald John Kinsella Secretary Name of Director Name of Secretary If space is insufficient use annexure sheet - PLAN FORM 6A Surveyor's Reference: 6439CONV

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:445 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN A	DMINISTRATION SHEET         Sheet 1 of 7 sheet(s)
Registered:       4.11.2016       Office Use Only         Title System:       TORRENS	Office Use Only DP270778 (DOC.K)
Purpose: SUBDIVISION	
PLAN OF SUBDIVISION OF LOT 19 IN DP270778 AND EASEMENTS AFFECTING LOT 15 IN DP270778	LGA: PARRAMATTA Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval  I. (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature:	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation</i> 2012, is accurate and the survey was completed on 20-05-2016 *(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation</i> 2012, is accurate and the survey was completed on,
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6182

PLAN FORM 6D (2012)(Community annexure) WARNING: Cre	easing or folding will lead to rejection ePlan
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 2 of 7 sheet(s)
Registered: 4.11.2016 Office Use Only	Office Use Only DP270778
PLAN OF SUBDIVISION OF LOT 19 IN DP270778 AND EASEMENTS AFFECTING LOT 15 IN DP270778	DFZIUIIO (DOC.K)
Subdivision Certificate number: $\frac{52}{34}/2016$ Date of endorsement: $\frac{27}{9}/2016$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A
Name of Development (Optional)	Address for Service of Notices
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)
This document shows an initial schedule of unit entitlements for the Community, Precinct-or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.	I, <u>CHRISTORMER</u> JOHN SUITEN of <u>KNICHT</u> FRANK VALUATIONS being a qualified valuer, as defined in the Community Land Development Act 1989, certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on A
UPDATE NOTE (Approved Form 8)	*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their
This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 3.11.2016	market value on ^ffff
* Strike through if inapplicable ^ Insert registration date of previous schedule	Signature:
INITIAL SCHEDULE	OF UNIT ENTITLEMENT
See	Sheet 3
If space is insufficient use ann	exure sheet - PLAN FORM 6A
Surveyor's Reference: 6182	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:447 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A	. (2012) WARNI	NG: Creasing or f	olding will lead to rejection	ePlan
	DEPOS	ITED PLAN A	DMINISTRATION SHEET	Sheet 3 of 7 sheet(s)
······································	4.11.2016	Office Use Only		Office Use Only
Registered:	4.11.2010		DP270	778
	UBDIVISION OF LOT 1			(DOC.K)
LOT 15 IN D			<ul> <li>This sheet is for the provision of the fo</li> <li>A schedule of lots and addresses</li> <li>Statements of intention to create accordance with section 88B Conditional Conditiona</li></ul>	s - See 60(c) SSI Regulation 2012 and release affecting interests in
Subdivision Certi Date of Endorser	ificate number: $SC   131$ ment: $27   9   2016$	2016	<ul> <li>Signatures and seals- see 195D (</li> <li>Any information which cannot fit in 1 of the administration sheets.</li> </ul>	Conveyancing Act 1919
<u></u>			L	
	<u>INITI/</u>	<u>AL SCHEDULE C</u>	DF UNIT ENTITLEMENT	
LOT		1	SUBDIVISION	
1	COMMUNITY PROPERTY	1		
2	30 000	SP87607	***************************************	
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL		
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL	SHEET 17	
5	22 158 CONVERTED TO LOT 1	SP90076		
6	NOW LOTS 16-18	SEE REPLACEME	NT SHEETS 8A-8D	
8	NOW LOTS 13, 14 & 15	SEE ADDITIONAL		
9	NOW LOTS 13, 14 & 15	SEE ADDITIONAL		
10	NOW LOTS 13, 14 & 15	SEE ADDITIONAL		· · · · · · · · · · · · · · · · · · ·
11	71 042			
12	NOW LOT 24	SEE ADDITIONAL	SHEETS 31-52	
13	NOW LOTS 19 & 21	SEE ADDITIONAL	SHEETS 81-52	
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL	SHEETS 31-52	
15	1		7	
16	32 844	SP93238		
17	998			
18	CONVERTED TO LOT 1	SEE REPLACEME		
19	NOW LOTS 25-30	SEE ADDITIONAL	SHEETS 53-80	
20	58 651			
21	COVERTED TO LOT 1		INT SHEETS 8J-8S	
22	COVERTED TO LOT 1	SEE REPLACEME	INT SHEETS 8J-8S	
23	ROAD 34 F11			
24 25	34,811			
25	623			×
20	023			
28	0			<u>\</u>
29	0			
30	0			
TOTAL	286 000			
SFF			AL FILE N SHEET 3 (C	
		VIIIOI		/00. L)

If space is insufficient use annexure sheet - PLAN FORM 6A

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:448 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing of	er folding will lead to rejection ePlan		
DEPOSITED PLAN	ADMINISTRATION SHEET Sheet 4 of 7 sheet(s)		
Office Use O Registered: 4.11.2016	DP270778		
PLAN OF SUBDIVISION OF LOT 19 IN DP270778 AND EASEMENTS AFFECTING LOT 15 IN DP270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in</li> </ul>		
Subdivision Certificate number: $\frac{52}{131}$ 2016 Date of Endorsement: $\frac{27}{9}$ 2016	<ul> <li>accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE: 1) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 2) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 3) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 4) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 5) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 6) EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) 7) RIGHT OF ACCESS SHARED FACILITES (WHOLE OF LOT) 8) EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) 9) RIGHT OF ACCESS SHARED FACILITIES (WHOLE OF LOT) 9) RIGHT OF ACCESS SHARED FACILITIES (WHOLE OF LOT) 9) RIGHT OF COCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BD) 9) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 10) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 11) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 12) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 13) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BG) 14) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BH) 15) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BH) 16) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL) 17) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL) 18) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL) 19) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL) 20) EASEMENT FOR REDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL) 21) EASEMENT FOR RELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BL) 22) EASEMENT FOR RELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 23) EASEMENT FOR RELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 24) RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 25) RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 26) RIGHT TO USE CARWASH BAY VARIABLE WIDTH (LIMITED IN STRATUM) (BC) 26) R			
LOT STREET NUMBER STREET NA	ME STREET TYPE LOCALITY		
25 N/A N/A	N/A Wentworth Point		
26 N/A N/A	N/A Wentworth Point		
27 N/A N/A	N/A Wentworth Point		
28 N/A N/A	N/A Wentworth Point		
29 N/A N/A	N/A Wentworth Point		
30 N/A N/A	N/A Wentworth Point		

If space is insufficient use annexure sheet - PLAN FORM 6A

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:449 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fol	ding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 5 of 7 sheet(s)
Office Use Only Registered: 4.11.2016	Office Use Only DP270778
PLAN OF SUBDIVISION OF LOT 19 IN DP270778 AND EASEMENTS AFFECTING LOT 15 IN DP270778 Subdivision Certificate number:Sc. 131 2016	<ul> <li>(DOC.K)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> </ul>
Subdivision Certificate number:Sc. 1.31. 2016 Date of Endorsement:	<ul> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
EXECUTED by FAIRMEAD BUSINESS PTY ) LTD (ACN 069 006 426) in accordance with ) section 127 of the Corporations Act: ) John Kinsella	Signature of D <del>irect</del> or/Secretary John Fitzgerald Secretary
Name of Director (block letters)	Name of <del>Direct</del> or/Secretary (block letters)
~	

If space is insufficient use annexure sheet - PLAN FORM 6A

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PLAN FORM 6A (2012) WARNING: Creasing or fo	Iding will lead to rejection ePlan
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 6 of 7 sheet(s)
Concerned: 4.11.2016 Office Use Only	Office Use Only DP270778 (DOC.K)
PLAN OF SUBDIVISION OF LOT 19 IN DP270778 AND EASEMENTS AFFECTING LOT 15 IN DP270778 Subdivision Certificate number: Sci 131 2016 Date of Endorsement: 27/9/2016	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by MICHAEL DAWKINS as attorney for ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493) under registered power of attorney Book 4692 No. 517 dated A192205 in the presence of: Muthematical associations Michael Dawkins date of witness Signature of witness Michael Dawkins Signature of witness Michael Dawkins Michael D	With a start of the power of attorney by the power of attorney by the power of attorney by the power of attorney.
If space is insufficient use ann	exure sheet - PLAN FORM 6A
Surveyor's Reference: 6182	Mesto

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:451 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	Iding will lead to rejection ePlan
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 7 of 7 sheet(s)
Office Use Only Registered: 4.11.2016	Office Use Only
PLAN OF SUBDIVISION OF LOT 19 IN DP270778 AND EASEMENTS AFFECTING LOT 15 IN DP270778	<ul> <li>(DOC.K)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: $S_{131}$ 2016 Date of Endorsement: $27/9/2016$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by GREA LINKLATER as attorney for A3 SG ALPHA PTE LTD under registered power of attorney Book 4700 No. 510 dated 23.75550055 in the presence of: MAMMAN Signature of witness	) ) ) By executing this instrument the attorney

ASSUNTA MANDE

Name of witness (block letters)

88 Etlioff St BALMAIN

Address of witness (block letters)

SOLICITOR

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

If space is insufficient use annexure sheet - PLAN FORM 6A

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Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:452 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 1 of 8 sheet(s)
Registered: Constant	
Title System: TORRENS	DP270778
Purpose: CONVERSION	(DOC.L)
PLAN OF LOT 1 IN DP270778 FOLLOWING	LGA: PARRAMATTA
CONVERSION OF LOTS 15 & 29 IN DP270778	Locality: WENTWORTH POINT
TO COMMUNITY PROPERTY	Parish: ST JOHN
	County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that:
Date: File Number:	*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on
Office:	*(b) The part of the land shown in the plan (*being/*excluding ^
Subdivision Certificate I,	<ul> <li>was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on,</li></ul>
Signature:	Signature: Dated: 12-07-201
Accreditation number:	Surveyor ID: 8624
Consent Authority:	Datum Line: 'X' – 'Y'
Date of endorsement:	Type: *Urban/ <del>*Rural</del>
Subdivision Certificate number:	The terrain is *Level-Undulating / *Steep Mountainous.
File number:*Strike through if inapplicable.	*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. DP 270778
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6182CONV

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Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:453 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 8 sheet(s)		
Office Use Only Registered: 21.11.2016		
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOTS 15 & 29 IN DP270778 TO COMMUNITY PROPERTY	DP270778 (DOC.L)	
Subdivision Certificate number: Date of endorsement:	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices	
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)	
Any changes will be recorded in a replacement schedule.	I <del>,</del>	
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 4.11.2016	*(b) The unit entitlements shown in the schedule herewith, for the new-lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.	
* Strike through if inapplicable ^ Insert registration date of previous schedule	Signature:	
INITIAL SCHEDULE OF UNIT ENTITLEMENT		
See Sheet 3		

If space is insufficient use annexure sheet - PLAN N/ARM 6A

Surveyor's Reference: 6182CONV

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:454 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

MINISTRATION SHEET Sheet 3 of 8 sheet Office Use O (DOC.L)
DP270778
(DOC.L)
<ul> <li>This sheet is for the provision of the following information as required</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 20</li> <li>Statements of intention to create and release affecting interests accordance with section 88B Conveyancing Act 1919</li> </ul>
<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
- UNIT ENTITLEMENT
SUBDIVISION
SHEETS 9-16
SHEET 17
NT SHEETS 8A-8D
SHEETS 22-30
SHEETS 19-21
SHEETS 19-21
SHEET 18
SHEETS 31-52
SHEETS 31-52
SHEETS 31-52
SHEETS 31-52
NT SHEETS 8E-8I
SHEETS 53-80
NT SHEETS 8J-8S
NT SHEETS 8J-8S
NT SHEETS 8T-8AF

Surveyor's Reference: 6182CONV

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan			
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 8 sheet(s)			
Office Use Onl Registered: 21.11.2016	Office Use Only		
PLAN OF LOT 1 IN DP270778 FOLLOWING	(DOC.L)		
CONVERSION OF LOTS 15 & 29 IN DP270778	This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2012		
TO COMMUNITY PROPERTY	<ul> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>		
Subdivision Certificate number:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet</li> </ul>		
Date of Endorsement:	1 of the administration sheets.		
LOT STREET NUMBER STREET NA	E STREET TYPE LOCALITY		
1 n/a n/a	n/a Wentworth Point		
COMMUNITY LAI	red Form 22 D DEVELOPMENT ACT October 2009		
CERTIFICATE OF ASSOCIATION AGRE	ING TO SCHEDULE OF UNIT ENTITLEMENTS		
certifies that on 9/8/1.6 it passed a unanime	eed Association Deposited Plan No. 270778 us resolution agreeing to the schedule of unit entitlements document herewith		
shown in the document herewith			
If space is insufficient use a Surveyor's Reference: 6182CONV	nexure sheet - PLAN FORM 6A		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:456 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	Iding will lead to rejection	ePlan
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 5 of 8 s	heet(s)
Registered: 21.11.2016 Office Use Only PLAN OF LOT 1 IN DP270778 FOLLOWING	DP270778 (DOC	-
CONVERSION OF LOTS 15 & 29 IN DP270778 TO COMMUNITY PROPERTY Subdivision Certificate number: Date of Endorsement:	<ul> <li>This sheet is for the provision of the following information as required.</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation</li> <li>Statements of intention to create and release affecting inter- accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of of the administration sheets.</li> </ul>	uired: on 2012 ests in
COMMUNITY LAND Updated O CERTIFICATE OF ASSOCIATION CONSENTIN The *Community/*Precinet/*Neighbourher certifies that on .97.87.11.9 it passed Conversion of Lots	d Form 21 DEVELOPMENT ACT cober 2009 G TO DOCUMENTS AFFECTING THE SCHEME ed Association Deposited Plan No. 270778 a unanimous resolution consenting to the: 15 & 29 in DP270778	
Surveyor's Reference: 6182CONV		
.,		

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection ePlan
DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 6 of 8 sheet(s)
Registered: 21.11.2016 Office Use Only	Office Use Only DP270778 (DOC.L)
PLAN OF LOT 1 IN DP270778 FOLLOWING	
CONVERSION OF LOTS 15 & 29 IN DP270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
COMMUNITY LAND Updated C CERTIFICATE OF C IN RESPECT OF A CONV The Consent Authority being City of Parramatta Council giv *(a) The conversion of lots 15 & 29 in DP 270778 to a *(b) The severance of lots ^ in DP for The consent authority is satisfied that the above action is no consent and that any Development Contract has been amen Dated: 14 / 2.2.16 Application No Authorised OfficerACTACA Signature:	association property as shown on the plan herewith. on the Community or Precinct Scheme. In inconsistent with the conditions of any development anded accordingly.
If space is insufficient use annexure sheet - PLAN FORM 6A	
Surveyor's Reference: 6182CONV	

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan	
Registered: 21.11.2016 Office Use Only	Office Use Only DP270778	
PLAN OF LOT 1 IN DP270778 FOLLOWING	(DOC.L)	
CONVERSION OF LOTS 15 & 29 IN DP270778	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> </ul>	
TO COMMUNITY PROPERTY	<ul> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number:	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> </ul>	
Date of Endorsement:	<ul> <li>Any information which cannot fit in the appropriate panel of sheet</li> <li>1 of the administration sheets.</li> </ul>	
Approved COMMUNITY LAND D Updated Oct ATTEST	EVELOPMENT ACT ober 2009	
The common seal of the *Community/# Deposited Plan No. 270778 was affixed he		
B (q d Wood ar Signature(s)	nd Melissa Buckmaster MRuckmaster	
	8 Community Land Management Act 1989 to attest to	
If space is insufficient use ann	exure sheet - PLAN FORM 6A	
Surveyor's Reference: 6182CONV		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:459 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ice of the Registrar-General /Src:INFOTRACK /Ref: PLAN FORM 6A (2012) WARNING: Creasing or fol		ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 8 o	of 8 sheet(s)
Concerned: Constant Sector Constant Sector Constant Sector	<b>DP270778</b>	Office Use Only
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOTS 15 & 29 IN DP270778 TO COMMUNITY PROPERTY Subdivision Certificate number: Date of Endorsement:	<ul> <li>This sheet is for the provision of the following information</li> <li>A schedule of lots and addresses - See 60(c) SSI</li> <li>Statements of intention to create and release affect accordance with section 88B Conveyancing Act 19</li> <li>Signatures and seals- see 195D Conveyancing Act 19</li> <li>Any information which cannot fit in the appropriate of the administration sheets.</li> </ul>	Regulation 2012 cting interests in 919 ct 1919
EXECUTED by FAIRMEAD BUSINESS PTY   LTD (ACN 069 006 426) in accordance with   section 127 of the Corporations Act:   Signature of Director John Kinsella Mame of Director (block letters)	Signature of Director/Secretary John Fitzgerald Secretary Name of Director/Secretary (block le	
If space is insufficient use anne		

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PLAN FORM 6D (2012)(Community annexure) WARNING: Cre	easing or folding will lead to rejection	
	OMINISTRATION SHEET Sheet 1 of 2 sheet(s)	
Office Use Only Registered: W 16-1-2017	DP270778 • Only	
REPLACEMENT SCHEDULE OF UNIT ENTITLEMENTS FOLLOWING SEVERANCE OF LOTS 27, 28 & 30 IN DP270778 FROM THE SCHEME	(DOC. M.)	
Subdivision Certificate number:	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Date of endorsement:		
Name of Development (Optional)	Address for Service of Notices The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)	
This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.	1, Cotterstopping Jown Scitton of Karight Frank Value Adons being a qualified valuer, as defined in the Community Land Development Act 1989, certify that; (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on A	
UPDATE NOTE (Approved Form 8) vp Aated This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 21.11.2016 * Strike through if inapplicable * Insert registration date of previous schedule	<ul> <li>*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on *</li></ul>	
insen registration date of previous schedule	* Insert date of valuation	
INITIAL SCHEDULE OF UNIT ENTITLEMENT		
See S	Sheet 2	
If space is insufficient use ann	exure sheet - PLAN N/ARM 6A	
Surveyor's Reference: 6182SEV		

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Yes     Yes       PLAN FORM 6A (2012)     WARNING: Creasing or folding will lead to rejection			
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)			
Office Use Only Registered: W 16-1-2017			DP270778
REPLACEMENT SCHEDULE OF UNIT ENTITLEMENTS FOLLOWING SEVERANCE OF LOTS 27, 28 & 30 IN DP270778 FROM THE SCHEME		<b>ERANCE</b>	<ul> <li>(DOC. M.)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>
Subdivision Certificate number: Date of Endorsement:			<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
INITIAL SCHEDULE OF UNIT ENTITLEMENT			
TOT	UNIT ENTITLEMENT		SUBDIVISION
	COMMUNITY PROPERTY		SUBLIVISION
2	30 000	SP87607	
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL	
4	NOW LOTS 8, 9 & 10 22 158	SEE ADDITIONAL SP90076	. SHEET 17
6	CONVERSED TO LOT 1		ENT SHEETS 8A-8D
7	NOW LOTS 16-18	SEE ADDITIONAL	
8	NOW LOTS 13, 14 & 15	SEE ADDITIONAL	
9	NOW LOTS 13, 14 & 15	SEE ADDITIONAL	
10	NOW LOTS 11 & 12	SEE ADDITIONAL	_ SHEET 18
11	71 042 NOW LOT 24	SEE ADDITIONAL	
12	NOW LOT 24	SEE ADDITIONAL	SHEE 5 31-52
14	NOW LOTS 20, 22, 23 & 24	SEE ADDINONAL	
15	CONVERTED TO LOT 1		ENT SHEETS 8T-8AE
16	32 844	SP93238	
17	998		
18	CONVERTED TO LOT 1		ENT SHEETS 8E-8I
19	NOW LOTS 25-29	SEE ADDITIONAL	SHEETS 53 80
20	58 651 CONVERTED TO LOT	SEE REPLACEM	ENT SHEETS 8J-8S
22	CONVERTED TO LOT 1		ENT SHEETS 8J-8S
23	ROAD		
24	34,511		
25	25 173	SP 94476	
26	623 SEVERED LOT	SP95128	<u> </u>
27 28	SEVERED LOT	AK 81097 AK 81097	
29	CONVERTED TO LOT 1		ENT SHEETS 8T-8AE
30	SEVERED LOT	AK 81097	1
TOTAL	286 000		
HISTORICAL FILE SEE ADMINISTRATION SHEET 3 (DOC N)			
Surveyor's Reference: 6182SEV			

DOC.M RESCANNED FOR IMAGING PURPOSES IN LPI VIDE 2017/96

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:462 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

WARMING. Greasing of R	Juling will lead to rejection				
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 8 she					
Registered: 24.5.2017 Office Use Only	Office Use Only				
Title System: TORRENS	DP270778				
Purpose: SUBDIVISION	(DOC.N)				
PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778	LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND				
Crown Lands NSW/Western Lands Office Approval I,	Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 20-01-2017 *(b) The part of the land shown in the plan (*being/*excluding ^				
Subdivision Certificate         1.       MARK LCOTTA.         *Authorised Person/*General Manager/*Accredited Certifier, certify that         the provisions of s.109J of the Environmental Planning and Assessment         Act 1979 have been satisfied in relation to the proposed subdivision,         new road or reserve set out herein.         Signature:       MARK LCOTTA.         Act 1979 have been satisfied in relation to the proposed subdivision,       new road or reserve set out herein.         Signature:       MARK LCOTTA.         Accreditation number:       Accreditation number:         Consent Authority:       CITY Of Parameter Council         Date of endorsement:       1/5         Subdivision Certificate number:       Sc/33/2013         File number:       *Strike through if inapplicable.	was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation-2012. Signature:				
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. DP270778 DP270844 DP1156412 If space is insufficient continue on PLAN FORM 6A				
FORM 6A	Surveyor's Reference: 6372				

PLAN FORM 6D (2012)(Community annexure) WARNING: Cr	reasing or folding will lead to rejection ePlan
	DMINISTRATION SHEET         Sheet 2 of 8 sheet(s)
Office Use Only Registered: 24.5.2017	Office Use Only DP270778
PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778	DP2/0//0 (DOC.N)
Subdivision Certificate number: $S < 33/2017$ Date of endorsement: $1/5/2077$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A
Name of Development (Optional)	Address for Service of Notices
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)
This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.	I, CHI2STOPTED JOHN SECTOR of KALGHT FRANK VALMETRANS being a qualified valuer, as defined in the Community Land Development Act 1989, certify that; (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on A. 24, 22, 22, 3
UPDATE NOTE (Approved Form 8)	(b) The unit entitlements shown in the schedule herewith, for the
This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 16-01-2017	new lots created by the subdivision, are based upon their market value on ^2.7.2.2.2.7 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule
<ul> <li>Strike through if inapplicable</li> <li>A Insert registration date of previous schedule</li> </ul>	Signature: Dated: 24/2/20/7 * Strike through if inapplicable * Insert date of valuation
INITIAL SCHEDULE O	F UNIT ENTITLEMENT
	v
See Sh	ieet 3
If space is insufficient use anne	exure sheet - PLAN FORM 6A Mesta
Surveyor's Reference: 6372	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:464 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

	DEPO	SITED PLAN AD	OMINISTRATION SHEET         Sheet 3 of 8 sheet(			
Registered:	24.5.2017	Office Use Only	Office Use On DP270778 (DOC.N)			
DP270778 LOT 1 IN D	SUBDIVISION OF LOT AND EASEMENTS AN P270778 rtificate number: $\frac{9}{3}$ ement: $\frac{1}{5}/2001$	FECTING	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 20</li> <li>Statements of intention to create and release affecting interests i accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of shee 1 of the administration sheets.</li> </ul>			
	INITI	AL SCHEDULE OF				
LQT	UNIT ENTITLEMENT	······				
	COMMUNITY PROPERTY		SUBDIVISION			
	30 000	SP87607				
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL S	HEETS 9-16			
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL S	HEET 17			
5	22 158	SP90076				
6	CONVERTED TO LOT 1	SEE REPLACEMEN				
7	NOW LOTS 16-18	SEE ADDITIONAL SI				
8	NOW LOTS 13, 14 & 15 NOW LOTS 13, 14 & 15	SEE ADDITIONAL SI SEE ADDITIONAL SI				
10	NOW LOTS 13, 14 a 15	SEE ADDITIONAL S				
11	71 042					
12	NOW LOT 24	SEE ADDITIONAL SHEETS 31, 52				
13	NOW LOTS 19 & 21	STE ADDITIONAL SHEETS 81-52				
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL SI	HEE7S 31-52			
15	CONVERTED TO LOT 1	SEE REPLACEMEN	KHEETS 8T-8AF			
16	32 844	SP93238				
17 18	998 CONVERTED TO LOT 1	SP94094 SEE REPLACEMENT SHEETS 8E-8I				
10	NOW LOTS 25-30	SEE ADDITIONAL SHEETS 53-80				
20	NOW LOTS 31-34	SEE ADDITIONAL SI				
21	COVERTED TO LOT 1	SEE REPLACEMEN				
22	COVERTED TO LOT 1	SEE REPLACEMEN	T SHEETS & -8S			
23	ROAD					
24	34 511	00001170				
25	35 173	SP94476				
26	623 SEVERED LOT	SP95128 AK810971	<u>\</u>			
28	SEVERED LOT	AK810971				
29	CONVERTED TO LOT 1	SEE REPLACEMENT	T SHEETS 8T-8AF			
30	SEVERED LOT	AK810971				
31	23 727					
32	34 323					
33	601	1				
TOTAL	0 286 000					
	HISTORICAL FILE S		TION SHEET 3 (DOC O)			
Surveyor's Re		e is insufficient use anno	exure sheet - PLAN FORM 6A			

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection				
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 4 of 8 sheet(s)			
Office Use Only Registered: 24.5.2017	Office Use Only			
PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778	(DOC.N) This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in			
Subdivision Certificate number: $5 < 33 / 2017$ Date of Endorsement: $1 / 5 / 2017$	<ul> <li>accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>			
PURSUANT TO SECTION 88B OF THE CONVEYANCING AC	T 1919 AS AMENDED,			
IT IS INTENDED TO CREATE:				
<ul> <li>2) EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>3) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)</li> <li>4) EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>5) EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LIE)</li> <li>6) EASEMENT TO ACCESS SHARED FACILITIES (WHOLE)</li> <li>7) EASEMENT FOR ELECTRICITY AND OTHER PURPOSE</li> <li>8) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STR)</li> <li>9) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STR)</li> <li>10) EASEMENT FOR TRAFFIC CONTROL PURPOSES VARI</li> <li>11) RIGHT TO USE CARWASH BAY VARIABLE WIDTH (LIMITED)</li> <li>12) RIGHT OF ACCESS AND USE OF RECREATION AREA V</li> <li>13) RIGHT OF ACCESS AND USE OF RECREATION AREA V</li> <li>14) RIGHT TO USE WASTE LIFT VARIABLE WIDTH (LIMITED)</li> <li>15) EASEMENT FOR PLENUM VARIABLE WIDTH (LIMITED)</li> <li>16) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>17) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>18) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>19) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>19) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>10) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>12) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>13) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>14) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WID</li> <li>15) EASEMENT FOR WASTE COLLECTION VARIABLE WID</li> <li>16) EASEMENT FOR WASTE STORAGE VARIABLE WID</li> <li>17) EASEMENT FOR ACCESS AND USE OF CAR SHARE PA</li> <li>24) RESTRICTION ON THE USE OF LAND 5 WIDE (CO)</li> <li>26) POSITIVE COVENANT 5 WIDE (CP)</li> <li>11 IS INTENDED TO RELEASE:         <ul> <li>1) EASEMENT FOR DRAIN WATER (VIDE K868355)</li> <li>2) EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP2</li> <li>3) RIGHT OF ACCESS 20 WIDE (DP270778 DOC.4)</li> <li>4) EASEMENT FOR OVERHANG 2 WIDE (LIMITED IN STI</li> </ul> </li> </ul>	270778 DOC.3)			
LOT STREET NUMBER STREET NAME	E STREET TYPE LOCALITY			
31 N/A N/A	N/A Wentworth Point			
32 N/A N/A	N/A Wentworth Point			
33 N/A N/A	N/A Wentworth Point			
34 N/A N/A	N/A Wentworth Point			
If space is insufficient use ann	exure sheet - PLAN FORM 6A			
Surveyor's Reference: 6372	Mesto			

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PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection	ePlan
DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet	t 5 of 8 sheet(s)
Office Use Only Registered: 24.5.2017	DP270778	Office Use Only
PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778	This sheet is for the provision of the following infor A schedule of lots and addresses - See 60(c)	(DOC.N) mation as required: SSI Regulation 2012
Subdivision Certificate number: $5C/33/2D17$ Date of Endorsement: $1/5/2D17$	<ul> <li>Statements of intention to create and release accordance with section 88B Conveyancing A</li> <li>Signatures and seals- see 195D Conveyancin</li> <li>Any information which cannot fit in the appropriate the administration about</li> </ul>	Act 1919 ng Act 1919
EXECUTED by FAIRMEAD BUSINESS PTY   LTD (ACN 069 006 426) in accordance with   section 127 of the Corporations Act:   Signature of Director Signature of Director (block letters) Name of Director (block letters)	) Signature of Director/Secr William Kinsella Name of Director/Secretary (blo	retary
Surveyor's Reference: 6372		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:467 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

	olding will lead to rejection ePlan					
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 d						
Concerned Construction Construc	Office Use Only DP270778					
PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778 Subdivision Certificate number: $\frac{5c/33/2017}{Date of Endorsement}$	<ul> <li>(DOC.N)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>					
SIGNED SEALED AND DELIVERED by ANASTAS A ALOGIANINIS as attorney for ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493) under registered power of attorney Book 111 No. 227 dated 12.001.10. in the presence of Signature of witness Name of witness Name of witness (block letters) 242 PTT (Shafe letters) 242 PTT SW 2001 Address of witness (block letters) SYDNEY NSW 2001	by executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney					

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:468 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

Registered:       24.5.2017       Office Use Only       DP270778       Office Use Only         PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778       DTIs sheet is for the provision of the following information as regulator. A schedule of lots and addresses. See 80(c) SSI Regulation 201.       A schedule of lots and addresses. See 80(c) SSI Regulation 201.         Subdivision Certificate number.       S.C./3.3/A0.17       - A schedule of lots and addresses at 195D Conveyaning Act 1919         Subdivision Certificate number.       S.C./3.3/A0.17       - Statements of intention to craste and address at 195D Conveyaning Act 1919         Subdivision Certificate number.       S.C./3.3/A0.17       - Statements of intention to craste and address at 195D Conveyaning Act 1919         Subdivision Certificate number.       S.C./3.3/A0.17       - Statements of intention to craste and scheme at 195D Conveyaning Act 1919         StigNED SEALED AND DELIVERED by (Stree_UnitStation states at 195D Conveyaning Act 1919       - Statements of intention streaged at the ediministration streaged of the administration streaged.         Signature of witness       Signature of witness       By executing this instrument the attorney states that the altorney has received no notifice of revocation of the power of attorney         Mark Edge       Mark Edge       Mark         Mark Edge       Mark Address of witness (block letters)       Mark         Mark Edge       Mark Address of witness (block letters)       Mark	PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan
Registered:       PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778       DOM SUBDIVISION OF LOT 20 IN DP270778       DD200000000000000000000000000000000000	DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 7 of 8 sheet(s
Great Linix (Artel         as attorney for A3 SG ALPHA PTE LTD         under registered power of attorney         Book 4715       No. 757         dated 17	Registered:       24.5.2017         PLAN OF SUBDIVISION OF LOT 20 IN         DP270778 AND EASEMENTS AFFECTING         LOT 1 IN DP270778         Subdivision Certificate number:	(DOC.N) This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet
	GREE LINKLATER as attorney for A3 SG ALPHA PTE LTD under registered power of attorney Book 4719 No. 757 dated.17	states that the attorney has received no notice of revocation of the power of attorney
		exure sheet - PLAN FORM 6A
Surveyor's Reference: 6372	Surveyor's Reference: 6372	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:469 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo	olding will lead to rejection ePlan				
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 8 of 8 sheet(s)				
Office Use Only Registered: 24.5.2017	Office Use Only DP270778 (DOC.N)				
PLAN OF SUBDIVISION OF LOT 20 IN DP270778 AND EASEMENTS AFFECTING LOT 1 IN DP270778 Subdivision Certificate number: 50/33/2017 Date of Endorsement:	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1</li> </ul>				
Date of Endorsement:1.1.5.1.201.t.	of the administration sheets.				
Approved Form 18 COMMUNITY LAND DEVELOPMENT ACT         ATTESTATION         The common seal of the *Community/*Presinet/*Neighbourhood Association Deposited Plan No. 270778 was affixed hereto on					
	d Form 21 DEVELOPMENT ACT				
CERTIFICATE OF ASSOCIATION CONSENTIN	G TO DOCUMENTS AFFECTING THE SCHEME				
certifies that on ک <i>ماریگا.1.</i> 7 it passed Creation of an easement, <del>restriction on the u</del> t	a unanimous resolution consenting to the: se of land or positive covenant which burdens on property				
If space is insufficient use anno	exure sheet - PLAN FORM 6A Meeta				
Surveyor's Reference: 6372					

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:470 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection				
DEPOSITED PLAN AD	OMINISTRATION SHEET         Sheet 1 of 8 sheet(s)			
Office Use Only Registered: 30.05.2017 Title System: TORRENS Purpose: CONVERSION	Office Use Only DP270778 (DOC.O)			
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 34 IN DP270778 TO COMMUNITY PROPERTY	LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND			
Crown Lands NSW/Western Lands Office Approval         I.       (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.         Signature:       Date:         Date:	Survey Certificate          I. MICHAEL TRIFIRO         of SDG LAND DEVELOPMENT SOLUTIONS         P.O. Box 2572, NORTH PARRAMATTA 1750         a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:         *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on			
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 6372CONV			

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:471 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6D (2012)(Community annexure) WARNING: Ci	reasing or folding will lead to rejection ePlan				
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 8 sheet(s)					
Office Use Only Registered: 30.05.2017	Office Use Only DP270778				
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 34 IN DP270778 TO COMMUNITY PROPERTY	DF2/0//0 (DOC.0)				
Subdivision Certificate number: $5 c/33/2017$ Date of endorsement: $1/5/2017$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A				
Name of Development (Optional)	Address for Service of Notices				
	The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481				
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)				
This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.	I, of being a qualified valuer, as defined in the <i>Community Land</i> <i>Development Act-1989</i> , certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^				
UPDATE NOTE (Approved Form 8)	*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their				
This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on	market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.				
* Strike through if inapplicable * Insert registration date of previous schedule	Signature: Dated: * Strike through if inapplicable * Insert date of valuation				
INITIAL SCHEDULE O	F UNIT ENTITLEMENT				
See St	neet 3				
	avura shoot PLANEOPMEA Meetto				
IT Space is insufficient use ann	exure sheet - PLAN FORM 6A				

Surveyor's Reference: 6372CONV

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:472 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 64	(2012) WARI	NING: Creasing or fo	olding will lead to rejection	ePlan				
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 8 sheet(								
Office Use Only			Office Use Only					
	30.05.2017		DP2707	/8 (DOC.O)				
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 34 IN DP270778 TO COMMUNITY PROPERTY		<ul> <li>This sheet is for the provision of the fo</li> <li>A schedule of lots and addresses</li> <li>Statements of intention to create accordance with section 88B Contemport</li> </ul>	- See 60(c) SSI Regulation 2012 and release affecting interests in					
Subdivision Cert Date of Endorse	ificate number: <u>SC</u> /33 ment: 1/5/2017	/2017	<ul> <li>Signatures and seals- see 195D</li> <li>Any information which cannot fit in 1 of the administration sheets.</li> </ul>					
	INITI	AL SCHEDULE OF	UNIT ENTITLEMENT					
N LOT			SUBDIVISION					
	COMMUNITY PROPERTY		SUBDIVISION					
2	30 000	SP87607						
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SI						
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL SI	HEET 17					
5		SP90076						
7	CONVERTED TO LOT 1 NOVALOTS 16-18	SEE REPLACEMEN SEE ADDITIONAL SI						
8	NOW LOTS 13, 14 & 15		/ / / _ / _ / / / / /					
9	NOW LOTS 13, 14 & 15		SEE ADDITIONAL SHEETS 19-21 SEE ADDITIONAL SHEETS 19-21					
10	NOW LOTS 11 & 12	SEE ADDITIONAL SHEET 18						
11	71 042							
12	NOW LOT 24	SEE ADDITIONAL SI						
13	NOW LOTS 19 & 21	SEE ADDITIONAL SI						
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL SI						
15 16	CONVERTED TO LOT 1	SEE REPLACEMEN	SHEETS 81-8AF					
17	<u>32 844</u> 998	SP93238 SP94094	/					
18	CONVERTED TO LOT 1	SEE REPLACEMEN	SHEETS 8E-8					
19	NOW LOTS 25-30	SEE ADDITIONAL SI		***************************************				
20	NOW LOTS 31-34	SEE ADDITIONAL SI						
21	COVERTED TO LOT 1	SEE REPLACEMEN						
22	COVERTED TO LOT 1	SEE REPLACEMENT	SHEETS 83 85					
23	ROAD							
24	34 511	0004470						
25 26	<u>35 173</u> 623	SP94476 SP95128	<u>_</u>					
20	SEVEREDLOT	AK810971	<u> </u>					
28	SEVERED LOT	AK810971						
29	CONVERTED TO LOT 1	SEE REPLACEMENT	SHEETS 8T-8AF					
30	SEVERED LOT	AK810971						
31	23 727	SP95564						
32	34 323	SP95906						
33	601	SP95905						
TOTAL	CONVERTED TO LOT 1 SEE REPLACEMENT SHEETS 8AG-8AY 286 000							
	200 000							
		HISTORICAL FILE						
SEE ADMINISTRATION SHEET 3 (DOC P)								
	If space	is insufficient use ann	exure sheet - PLAN FORM 6A					
Surveyor's Reference: 6372CONV								

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Req:R344830	/Doc:DP	0270778	P /Rev	:30-Oct-2018	/NSW LR	6 /Pgs:ALL	/Prt:17-Feb-2022	10:26	/Seq:473	of	504
© Office of	the Reg	istrar-Ge	neral	/Src:INFOTRAC	CK /Ref:	2108005					

PLAN FORM 6A (20	J12) WARN	IING: Creasing or fold	ding will lead to reject	ion	ePlan						
	DEPOS	SITED PLAN ADI	MINISTRATION SH	HEET Sheet 4 of	8 sheet(s)						
Registered:	30.05.2017	Office Use Only	Office Use Only DP270778								
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 34 IN DP270778 TO COMMUNITY PROPERTY Subdivision Certificate number: $5 - \sqrt{3.3}/2017$ Date of Endorsement: $1/5/2017$			<ul> <li>(DOC.O)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>								
						1					
						LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	
1	n/a	n/a	n/a	Wentworth Point							
	CERTIFICATE OF ASSO	recinct/*Neighbourhood	DEVELOPMENT ACT tober 2009 G TO SCHEDULE OF U d Association Deposited	i Plan No. <b>270778</b>							
certifies	that on ?? 🏟 /. 4. /. J. 7 it	t passed a unanimous r shown in the doci	resolution agreeing to th	ne schedule of unit entitlemen	S						
	Mellutt Melissa El	1:071			:						

If space is insufficient use annexure sheet - PLAN FORM 6A Meoto

Surveyor's Reference: 6372CONV

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:474 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

LAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection		ePlan
DEPOSITED PLAN AD	OMINISTRATION SHEET         Sheet	5 of 8 sheet(s)
Office Use Only Registered: 30.05.2017	DP270778	Office Use Only
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 34 IN DP270778	This sheet is for the provision of the following inform	
TO COMMUNITY PROPERTY         Subdivision Certificate number: $SC/33/2017$ Date of Endorsement: $I/5/2017$	<ul> <li>A schedule of lots and addresses - See 60(c) S</li> <li>Statements of intention to create and release a accordance with section 88B Conveyancing Ad</li> <li>Signatures and seals- see 195D Conveyancing</li> <li>Anv information which cannot fit in the appropriate the section of the section of the section which cannot fit in the section of the section which cannot fit in the section of the section of the section which cannot fit in the section of the section o</li></ul>	affecting interests in of 1919 9 Act 1919
	ed Form 21 DEVELOPMENT ACT	
CERTIFICATE OF ASSOCIATION CONSENTIN	NG TO DOCUMENTS AFFECTING THE SCHEM	/IE
certifies that on 26/4/17 it passed	eed Association Deposited Plan No. 270778 d a unanimous resolution consenting to the: Lot 34 in DP270778	
Melliott Melissa Elliott		
Melissa Elliott		
If space is insufficient use annu	exure sheet - PLAN FORM 6A	
Surveyor's Reference: 6372CONV		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:475 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo		
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 8 sheet(s)		
Office Use Only Registered: 30.05.2017	Office Use Only DP270778	
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 34 IN DP270778 TO COMMUNITY PROPERTY	<ul> <li>(DOC.O)</li> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>	
Subdivision Certificate number: $5 < \frac{33}{2017}$ Date of Endorsement: $\frac{15}{2017}$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
COMMUNITY LAND Updated Of CERTIFICATE OF CO	ation property as shown on the plan herewith. In the Community or Precinct Scheme. In the conditions of any development	

If space is insufficient use annexure sheet - PLAN FORM 6A

Surveyor's Reference: 6372CONV

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:476 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or fo			
DEPOSITED PLAN AD	DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 8 sheet(s)		
Office Use Only Registered: 30.05.2017	Office Use Only DP270778 (DOC.O)		
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 34 IN DP270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> </ul>		
Subdivision Certificate number: $5 < 33/2017$ Date of Endorsement: $1/5/2017$	<ul> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		
COMMUNITY LAND ATTES The common seal of the *Community Deposited Plan No. 270778 was affixed b Metuut Signature(s) Metussa entropy Being the person(s) authorised by section the affixing of the seal.	A Form 18 DEVELOPMENT ACT TATION *Precinct/*Neighbourhood Association hereto on .55.:2001n the presence of; and		
If space is insufficient use ann Surveyor's Reference: 6372CONV	exure sheet - PLAN FORM 6A Maoth		

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:477 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection		ePlan
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8		of 8 sheet(s)
Office Use Only		Office Use Only
Registered: 30.05.2017 PLAN OF LOT 1 IN DP270778 FOLLOWING	DP270778	(DOC.O)
CONVERSION OF LOT 34 IN DP270778 TO COMMUNITY PROPERTY	<ul> <li>This sheet is for the provision of the following informa</li> <li>A schedule of lots and addresses - See 60(c) SS</li> <li>Statements of intention to create and release aff accordance with section 88B Conveyancing Act</li> </ul>	SI Regulation 2012 fecting interests in
Subdivision Certificate number: $5 < 3 3 / 2017$ Date of Endorsement: $1 / 5 / 2017$	<ul> <li>Signatures and seals- see 195D Conveyancing A</li> <li>Any information which cannot fit in the appropria of the administration sheets.</li> </ul>	Act 1919

EXECUTED by FAIRMEAD BUSINESS PTY ) LTD (ACN 069 006 426) in accordance with ) section 127 of the Corporations Act: )

John Kinse

Signature of Director

Name of Director (block letters)

In Kinsel . . . . . . . . .

Signature of Director/Secretary

William Kinsella Name of Director/Secretary (block letters)

If space is insufficient use annexure sheet - PLAN FORM 6A Months

Surveyor's Reference: 6372CONV

Reg:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:478 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 ePlan

PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sh		د Sheet 1 of <del>11</del> sheet(s)
Office Use Only		Office Use Only
Registered: 26.4.2018	DP270	)778
Title System: SUBDIVISION		(DOC.P)
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	LGA: CITY OF PARRAMA Locality: WENTWORTH PO Parish: ST JOHN County: CUMBERLAND	
Survey Certificate I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act</i>	Crown Lands NSW/Wester I, approving this plan certify that all ne allocation of the land shown herein h Signature:	(Authorised Officer) in cessary approvals in regard to the nave been given.
<ul> <li>2002, certify that:</li> <li>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 30-01-2018, or</li> <li>*(b) The part of the land shown in the plan (*being/*excluding **</li></ul>	Date: File Number: Office:	
was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on,	Subdivision I	TA per/*Accredited Certifier, certify that conmental Planning and tisfied in relation to the proposed out herein.
*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that Plans used in the preparation of survey/compilation. DP270778	*Strike through if inapplicable. Statements of intention to dedicate p and drainage reserves, acquire/resu	
Surveyor's Reference: 6543	Signatures, Seals and Section 88 PLAN FC	

PLAN FORM 6D (2016)(Community annexure) WARNING: Cre	easing or folding will lead to rejection ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 11 sheet(s		
Constraint		
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOT>1 IN DP270778	DP270778 (DOC.P)	
$\frac{\sqrt{24}}{5c/16/2013}$ Subdivision Certificate number: $5c/16/2013$ Date of endorsement: $2z/5/2015$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A	
Name of Development (Optional)	Address for Service of Notices The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481	
WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. Any changes will be recorded in a replacement schedule.	VALUER'S CERTIFICATE (Approved Form 9) I, CARASTOPHE JOHN SUTTON of KIGHT FEACK VERNATIONS being a qualified valuer, as defined in the Community Land Development Act 1989, certify that; *(a) The unit entitlements shown in the schedule horewith are based upon valuations made by me on A. S. 2.2.2.2.2.	
UPDATE NOTE (Approved Form 8)	(b) The unit entitlements shown in the schedule herewith, for the	
This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 30-05-2017	new lots created by the subdivision, are based upon their market value on ^	
Insert registration date of previous schedule	* Strike through if inapplicable ^ Insert date of valuation	
SCHEDULE OF UN		
SEE SHEET 3		
If space is insufficient use an		
Surveyor's Reference: 6543	Meoto	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:480 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

(A)	26.4.2018	Office Use Only Office Use Office
egistered:	20.4.2010	55070770
	BDIVISION OF LOT	
	ND EASEMENTS AFF IN DP270778	ECTING (DOC.P)
	sat	This sheet is for the provision of the following information as required A schedule of lots and addresses - See 60(c) SSI Regulation 20
ubdivision Certifi	cate number: 5 C// ent: 22 (3 /201	• Statements of intention to create and release affecting interests
ate of Endorsem	ent: <u>22 (3 / 20</u> (	<ul> <li>accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> </ul>
	1 -	<ul> <li>Any information which cannot fit in the appropriate panel of sheet</li> </ul>
		1 of the administration sheets.
	S	CHEDULE OF UNIT ENTITLEMENT
LOT	UNIT ENTITLEMENT	SUBDIVISION
	COMMUNITY PROPERTY	0007007
3	30 000 NOW LOTS 5, 6 & 7	SP87607 SEE ADDITIONAL SHEETS 9-16
4	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SHEETS 9-16 SEE ADDITIONAL SHEET 17
5	22 158	SP90076
6	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8A-8D
7	NOW LOTS 16-18	SEE ADDITIONAL SHEETS 22-30
8	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21
9 10	NOW LOT 3, 14 & 15 NOW LOTS 1 & 12	SEE ADDITIONAL SHEETS 19-21 SEE ADDITIONAL SHEET 18
10	NOW LOTS 35-39	SEE ADDITIONAL SHEETS 139-235
12	NOW LOT 24	SEE ADDITIONAL SHEETS 31-52
13	NOW LOTS 19 & 21	SEE ADDITIONAL SHEETS 31-52
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL SHEETS 31-52
15	CONVERTED TO LOT 1	SDE REPLACEMENT SHEETS 87-8AF
<u>16</u>	32 844	SP93838 HISTORICAL FILE
18	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8E-8I SEE ADMINISTRATION
19	NOW LOTS 25-30	SEE ADDITIONAL SHEETS 53-80
20	NOW LOTS 31-34	SEE ADDITIONAL SHEETS 81-138 SHEET 3
21	COVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8J-8S
22	COVERTED TO LOT 1	SEE REPLACEMENT SINEETS 8J-8S (Doc Q)
23 24	ROAD 34 511	
25	35 173	\$ <b>P</b> 94476
26	623	SP95128
27	SEVERED LOT	AK810971
28	SEVERED LOT	AK810971
29	CONVERTED TO COT 1	SEE REPLACEMENT SHEETS 8T-8AF
<u>30</u> 31	SEVERED LOT	AK810971
31	23/27 34 323	SP95564 SP95906
33	601	SP95905
34	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8AG-8AY
35	32 533	
36	29 999	
37	7 693	
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 11 sheet(s)		
Office Use Only	Office Use Only	
Registered: 50.4.2010	DP270778	
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	(DOC.P)	
Subdivision Certificate number: <u>SC//6/2013</u> Date of Endorsement: <u>2= 5 /2015</u>	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919	AS AMENDED,	
IT IS INTENDED TO CREATE:		
<ol> <li>EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)</li> <li>EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)</li> <li>EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)</li> <li>EASEMENT FOR ACCESS SHARED FACILITIES (WHOLE OF LOT)</li> <li>EASEMENT FOR MECHANICAL VENTILATION, SERVICES AND</li> <li>EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)</li> <li>EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)</li> <li>EASEMENT FOR CRANE JIB SWING (WHOLE OF LOT)</li> <li>EASEMENT FOR RONOSE, VIBRATION AND DUST (WHOLE OF LOT)</li> <li>EASEMENT FOR POR SERVICES (WHOLE OF LOT)</li> <li>EASEMENT FOR RONOSE, VIBRATION AND DUST (WHOLE OF LOT)</li> <li>EASEMENT FOR POR VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>RIGHT TO USE WASTE LIFT VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>RIGHT TO ACCESS AND USE LOADING DOCK VARIABLE</li> <li>EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH</li> <li>EASEMENT FOR PELENUM VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRAT</li></ol>	D FUTURE SERVICES (WHOLE OF LOT) DT) (CQ) (RATUM) (CR) ATUM) (CR) ATUM) (CS) WIDTH (LIMITED IN STRATUM) (CT) H (LIMITED IN STRATUM) (CU) D IN STRATUM) (CV) A VARIABLE WIDTH (LIMITED IN STRATUM) (CW) ABLE WIDTH (LIMITED IN STRATUM) (CX) MITED IN STRATUM) (CY) MAIN 2 WIDE (LIMITED IN STRATUM) (CZ) RATUM) (DA) S SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DB) STRATUM) (DC) (DD) MAIN VARIABLE WIDTH (LIMITED IN STRATUM) (DE) LE WIDTH (LIMITED IN STRATUM) (DF) MITED IN STRATUM) (DG) (DH) MITED IN STRATUM) (DG) (DJ) MITED IN STRATUM) (DK) MITED IN STRATUM) (DL) UM) (DM) D IN STRATUM) (DN) ARIABLE WIDTH (LIMITED IN STRATUM) (DO)	
It space is insufficient use	additional annexure sheet	
Surveyor's Reference: 6543	Mostle	

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:482 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN AD	MINISTRATIC	N SHEET	ہور Sheet 5 of <del>11</del> sheet(s)
Constraint	_		Office Use Only
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778		)P2707	(DOC.P)
Subdivision Certificate number: $5c/16/2018$ Date of Endorsement: $2z/2/2018$	<ul> <li>A schedule of</li> <li>Statements of accordance wi</li> <li>Signatures and Any informatic</li> </ul>	lots and addresses - intention to create an ith section 88B Conv d seals- see 195D Co	owing information as required: See 60(c) SSI Regulation 2017 nd release affecting interests in eyancing Act 1919 onveyancing Act 1919 the appropriate panel of sheet
<ul> <li>40) EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE V</li> <li>41) POSITIVE COVENANT (DQ)</li> <li>42) RESTRICTION ON THE USE OF LAND</li> <li>43) EASEMENT FOR ACCESS AND USE OF PET PARKING 2.5 WID</li> <li>44) EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5</li> <li>45) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LI</li> <li>46) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LI</li> <li>47) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LI</li> <li>48) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LI</li> <li>49) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>49 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LI</li> <li>49 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>50 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LI</li> <li>51 EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING</li> <li>53 EASEMENT FOR ACCESS TO GREASE ARRESTOR ROOMS V</li> <li>54 RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM)</li> <li>55 EASEMENT FOR SIGNAGE 0.5 WIDE (LIMITED IN STRATUM)</li> <li>56 RESTRICTION ON THE USE OF LAND</li> </ul>	DE (LIMITED IN STR. 2.5 WIDE (LIMITED IN MITED IN STRATUM MITED IN STRATUM MITED IN STRATUM MITED IN STRATUM MITED IN STRATUM MITED IN STRATUM S SPACE VARIABLE ARIABLE WIDTH (LI ) (EC)	ATUM) (DR) N STRATUM) (DS) ) (DV) ) (DV) ) (DW) ) (DY) ) (DZ) WIDTH (LIMITED IN	
<ol> <li>IT IS INTENDED TO RELEASE:</li> <li>RIGHT OF ACCESS 17.5 &amp; 25 WIDE (AY) (DP270778 DOC.7)</li> <li>EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES</li> <li>EASEMENT TO PERMIT ENCROACHING STRUCTURE AND S</li> <li>EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTI</li> <li>EASEMENT TO ACCESS AND USE CLICK AND COLLECT BA</li> <li>EASEMENT TO DRAIN WATER (K868355)</li> </ol>	SERVICES TO RÈMAI H (Z) (DP270778 DOC	N VARIABLE WIDTH	, , , ,
LOT STREET NUMBER STREET NAME	STREET TYPE	LOCALITY	
35 N/A N/A	N/A	Wentworth Point	
36 N/A N/A	N/A	Wentworth Point	
37 N/A N/A	N/A	Wentworth Point	
38 N/A N/A	N/A	Wentworth Point	
39 N/A N/A	N/A	Wentworth Point	
It space is insufficient use Surveyor's Reference: 6543	additional annexur	e sheet	Mesto

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	ePlan
PLAN FORM 6A (2017) DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 6 of 11 sheet(s)
Office Use Only Registered: 26.4.2018	
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	DP270778 (DOC.P)
Subdivision Certificate number: <u>30/16/2018</u> Date of Endorsement: <u>22/3/2018</u>	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<b>EXECUTED</b> by <b>FAIRMEAD BUSINESS PTY</b> <b>LTD (ACN 069 006 426)</b> in accordance with section 127 of the Corporations Act:	) ) )
5. Kinsult Signature of Director	M Kin MM Signature of Director/Secretary
Joseph Kinsella Director	William Kinsella
Name of Director (block letters)	Name of Director/Secretary (block letters)
If pages is insufficient use	additional annexure sheet
Surveyor's Reference: 6543	additional annexure sneet
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PLAN FORM 6A (2017) DEPOSITED PLAN AD	MINISTRATION SHEET         12           Sheet 7 of 14 sheet(s)
Office Use Only Registered: 26.4.2018	
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	DP270778 (DOC.P)
Subdivision Certificate number: $5 C/16/2D$ (8) Date of Endorsement: $22/3/2018$	<ul> <li>This sheet is for the provision of the following information as required: </li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by AN ASTASIA KAHOGIANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493) under registered power of attorney Book ATII No. 227 dated .1.271.6 in the presence of: 	By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney

If space is insufficient use additional annexure sheet

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PLAN FORM 6A (2017) DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 8 of 14 sheet(s)
Office Use Only Registered: 26.4.2018	
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	DP270778 (DOC.P) This sheet is for the provision of the following information as required:
Subdivision Certificate number: $\frac{5 c/16/2018}{22 c}$	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 201;</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by         as attorney for LORD CENTRAL         OPPORTUNITY III LIMITED (ARBN 616 859         815) under registered power of attorney         Book         No.         dated	Executed for and on behalf of LORD CENTRAL OPPORTUNITY III LIMITED (ARBN GIB 859 815) by its duly authorised signatory in the presence of:
Signature of witness AGNES IP	sign Atore By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney
Name of witness (block letters) 32/F, AIA Central, 1 Connaught Road Central, Hong Kong Address of witness (block letters)	JON ROBERT LEWIS NAME Director of PA-LF2 Secretaries Limited, Sole Director of Lord Central Opportunity III Limited
	TITLE

If space is insufficient use additional annexure sheet

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PLAN FORM 6A (2017) DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 9 of 11 sheet(s)
Office Use Only Registered: 26.4.2018	Office Use Only
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	DP270778 (DOC.P) This sheet is for the provision of the following information as required:
Subdivision Certificate number: 50/16/2018 Date of Endorsement: 22/3/2018	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<b>EXECUTED</b> by <b>WP BLOCK H PTY LTD</b> ) <b>LTD (ACN 606 790 872)</b> in accordance with ) section 127 of the Corporations Act: )	
J.M. Signature of Director Joseph Kinsella Director Name of Director (block letters)	Milliam Kinsella   Name of Director/Secretary (block letters)
If space is insufficient use	additional annexure sheet
Surveyor's Reference: 6543	Mesta

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	ePlan
PLAN FORM 6A (2017) DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 10 of 14 sheet(s)
Office Use Only Registered: 26.4.2018	
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING LOTS 1 & 24 IN DP270778	DP270778 (DOC.P)
Subdivision Certificate number: $5 < 16 / 20 / 8$ Date of Endorsement: $22 / 20 / 8$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
SIGNED SEALED AND DELIVERED by John MALONE as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005 357 522) under registered power of attorney Book 4723 No. 237 dated .17. March 2017 in the presence of: Junsi Feng Name of witness (block letters) Level 65. 19 Mach. Place, Sydney Address of witness (block letters)	Additional and the automatic and th

If space is insufficient use additional annexure sheet

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	ePlan
PLAN FORM 6A (2017) DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 11 of 11 sheet(s)
Office Use Only Registered: 26.4.2018	Office Use Only
PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING	DP270778
LOTS 1 & 24 IN DP270778	This sheet is for the provision of the following information as required:
Subdivision Certificate number: 50/16/20018 Date of Endorsement: 22 (3 / 2018	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
	d Form 18 DEVELOPMENT ACT
ATTES	TATION
	/*Precinct/*Neighbourhood Association hereto on 6.**////////. ??!\$In the presence of;
1/1	and CLARE FIETZ
Being the person(s) authorised by section the affixing of the seal.	and
COMMUNITY LAND	d Form 21 <i>DEVELOPMENT ACT</i> IG TO DOCUMENTS AFFECTING THE SCHEME
certifies that on 6. MALK. 2018 it passed	ed Association Deposited Plan No. 270778 a unanimous resolution consenting to the: burdens association property
If space is insufficient use	e additional annexure sheet
Surveyor's Reference: 6543	Meoto

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:489 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 12 of 12 sheet(s) Office Use Only Office Use Only 26.4.2018 Registered: DP270778 PLAN OF SUBDIVISION OF LOT 11 IN DP270778 AND EASEMENTS AFFECTING (DOC.P) LOTS 1 & 24 IN DP270778 This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Date of Endorsement: 22/3/2018 • Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet of the administration sheets. SIGNED SEALED AND DELIVERED by as attorney for Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385) under-registered-power-of-attorney \_No. Beek-.dated--in-the-presence-of÷ By-executing-this instrument the attorney -states-that-the-attorney-has-received-no-Signature of witness notice of revocation of the power of attorney Signature of agent for Michael Prait NSW TREasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015) on ANNETTE MAKTINS Name of witness (block letters) 52 martin Place Sydney Address of witness (block letters) behalf of Alpha Distribution ministerial Holding Corporation. ANGECO UNIMETOR Name OF Agent in Full If space is insufficient use additional annexure sheet

Surveyor's Reference: 6543

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:490 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN AD	MINISTRATION SHEET	Sheet 1 of 8 sheet(s)
	Office Use Only		Office Use Only
Registered: 24.5.2018 Title System: TORRENS		DP270778	
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY		LGA: CITY OF PARRAMATTA Locality: WENTWORTH POINT Parish: ST JOHN County: CUMBERLAND	
Survey Cer I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOL P.O. Box 2572, NORTH PARRAM a surveyor registered under the Survey 2002, certify that: *(a) The land shown in the plan was surveying and Spatial Information and the survey was completed on *(b) The part of the land shown in the plan was surveyed in accordance with Information Regulation-2017, the p survey was completed on, was compiled in accordance with Information Regulation-2017, the p survey was completed on, was compiled in accordance with *(c) The land shown in this plan was consurveying and Spatial Information Datum Line: X-Y	LUTIONS IATTA 1750 ying and Spatial Information Act urveyed in accordance with the <i>Regulation 2017</i> , is accurate , or blan (*being/*excluding **) the Surveying and Spatial part surveyed is accurate and the ) the part not surveyed that Regulation, or pompiled in accordance with the	Crown Lands NSW/Weste I, approving this plan certify that all ner allocation of the land shown herein h Signature: Date: Date: File Number: Office: Office: Subdivision I, *Authorised Person/*General-Manag the provisions of s.109J of the Enviro Assessment Act 1979 have been sat subdivision, new road or reserve set	Certificate
Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:		Signature:	12018 12018 16/2018
Surveyor's Reference: 6543CO	٧V	Signatures, Seals and Section 88 PLAN FC	

PLAN FORM 6D (2016)(Community annexure) WARNING: Cre	easing or folding will lead to rejection ePlan
DEPOSITED PLAN A	OMINISTRATION SHEET         Sheet 2 of 8 sheet(s)
Office Use Only Registered: 24.5.2018	Office Use Only DP270778
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY	(DOC Q)
Subdivision Certificate number: $5 c/16/2018$ Date of endorsement: $22/3/2018$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A
Name of Development (Optional)	Address for Service of Notices The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)
Any changes will be recorded in a replacement schedule.	I, of being a qualified valuer, as defined in the <i>Community Land</i> <i>Development Act 1989</i> , certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ *(b) The unit entitlements shown in the schedule herewith, for the
This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 26-04-2018	new lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.
* Strike through if inapplicable ^ Insert registration date of previous schedule	Signature:
SCHEDULE OF UN	NIT ENTITLEMENT
SEE SI	HEET 3
	Mooth
If space is insufficient use an Surveyor's Reference: 6543CONV	inexure sheet –Plan Form 6A
Surveyor's Reletence. 004500NV	

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		ffice Use Only	Sheet 3 of 8 sheet(s) Office Use Onl	
Registered:	24.5.2018			
	1 IN DP270778 FOLLC N OF LOT 39 IN DP2707			
	PROPERTY		(DOC Q	
Subdivision Certificate number:       Sc/16/2018         Date of Endorsement:       Subdivision Certificate number:         Subdivision Certificate number:       Sc/16/2018         Subdivision Certificate number:       Sc/16/2018         Statements of intention to create and release affecting interests accordance with section 88B Conveyancing Act 1919         Signatures and seals- see 195D Conveyancing Act 1919         Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.				
	S	HEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION	/	
1	COMMUNITY PROPERTY			
2	30 000	SP87607		
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL SHEETS 9-16		
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL SHEET 17		
5		SP90076		
6	NOW LOTS 16-18	SEE REPLACEMENT SHEETS 8A-8D		
	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 22-30 SEE ADDITIONAL SHEETS 19-21	<u> </u>	
9	NOW LOTS 13, 14 & 15	SEE ADDITIONAL SHEETS 19-21		
10	NOW LOTS 11 & 12	SEE ADDITIONAL SHEET 18		
11	NOW LOTS 35-39	SEE ADDITIONAL SHEET 18 SEE ADDITIONAL SHEETS 139-235		
12	NOW LOT 24	SEE ADDITIONAL SHEETS 31-52		
13	NOW LOTS 19 & 21	SEE ADDITIONAL SHEETS 31-52		
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL SHEETS 31-52		
15	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 81/8AF		
16	32 844	SP93238		
17	998		RICAL FILE	
18	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8E-81		
19	NOW LOTS 25-30		INISTRATION	
20	NOW LOTS 31-34			
21	COVERTED TO LOT 1		3-4 (DOC. R)	
22	COVERTED TO LOT 1	SEE REPLACEMENT SNEETS 8J-8S		
23	ROAD			
24	34 511			
25	35 173	SP94476		
26	623	SP95128		
27	SEVERED LOT	AK810971		
28	SEVERED LOT	AK810971		
29	CONVERTED TO COT 1	SEE REPLACEMENT SHEETS 8T-8AF		
30	SEVERED LOT	AK810971		
31	23/127	SP95564		
32	34 323	8P95905- SP95906		
<u>33</u> 34		SP95906 SP95905	<u> </u>	
34	CONVERTED TO LOT 1 32 533	SEE REPLACEMENT SHEETS 8AG-8AY		
36	29 999	SP97390		
37	7 693			
38	817		~~~~	
39	CONVERTED TO LOT 1	SEE REPLACEMENT SHEETS 8AZ-8CA		
TOTAL	286 000			
	.1		\	
		s insufficient use additional annexure sheet		

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PLA	PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 8 sheet(s)					
Regi	stered	: 🛞 24.5.201	Office Use Only 8			
CON	VERSI	OT 1 IN DP270778 F ON OF LOT 39 IN D			DP27	
COM	MUNH	Y PROPERTY				(DOC Q)
Subdiv Date o	Subdivision Certificate number: <u>SC/16/2018</u> Date of Endorsement: <u>22/3/2015</u>			<ul> <li>A schedule of</li> <li>Statements of accordance wi</li> <li>Signatures and Any informatic</li> </ul>	lots and addresses - intention to create ar ith section 88B Conve d seals- see 195D Co	owing information as required: See 60(c) SSI Regulation 2017 nd release affecting interests in eyancing Act 1919 onveyancing Act 1919 the appropriate panel of sheet
	LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	
	1	n/a	n/a	n/a	Wentworth Point	
Approved Form 22 COMMUNITY LAND DEVELOPMENT ACT Updated October 2009 CERTIFICATE OF ASSOCIATION AGREEING TO SCHEDULE OF UNIT ENTITLEMENTS The *Community/*Precinct/*Neighbourhood Association Deposited Plan No. 270778 certifies that on						
If space is insufficient use additional annexure sheet						
Surve	vor's Re	eference: 6543CONV	n space is insufficient use	auuuonai annexun	e sneet	
						Meoto

Registered:       24.5.2018         PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY       DP270778         (DOC Q)         This sheet is for the provision of the following information as required:		ePlan
Registered:       24.5.2018         PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY       DD2270778 TO COMMUNITY PROPERTY         Subdivision Certificate number:       5       16/2002         Subdivision Certificate number:       5       16/2002         Date of Endorsement:       2.2.1/3       CCCTS         Base of Endorsement:       2.2.1/3       CCCTS         COMMUNITY LAND DEVELOPMENT ACT       2.3.1/3       CCCMMUNITY LAND DEVELOPMENT ACT         CERTIFICATE OF ASSOCIATION CONSENTING TO DOCUMENTS AFFECTING THE SCHEME       The "community"Previous" Additional annexus resolution consenting to the: Conversion of Lot 38 in DP270778         Certificate or Community/Previous" Additional annexus resolution consenting to the: Conversion of Lot 38 in DP270778       CCCMMUNITY LAND DEVELOPMENT ACT	PLAN FORM 6A (2017) DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 5 of 8 sheet(s)
CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY Subdivision Certificate number: <u>SC///6//2018</u> Bale of Endorsement: <u>ZC//6//2018</u> Date of Endorsement: <u>ZC//6//2018</u> Subdivision Certificate number: <u>SC///6//2018</u> Subdivision Certificate number: <u>SC//6//2018</u> Subdivision Cerificate number: <u>SC//6/</u>	1844 045	Office Use Only
Subdivision Certificate number: A schedule of tots and addresses - See 00(2) SS Regulation 2017 Sate of Endorsement: 2.2.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4	CONVERSION OF LOT 39 IN DP270778 TO	(DOC Q)
COMMUNITY LAND DEVELOPMENT ACT CERTIFICATE OF ASSOCIATION CONSENTING TO DOCUMENTS AFFECTING THE SCHEME The "Community/Precinet/Neighbourheed Association Deposited Plan No. 270778 certifies that on #AW&AFooti passed a unanimous resolution consenting to the: Conversion of Lot 39 in DP270778 Conversion of Lot 39 in DP270778	Subdivision Certificate number: 50/16/2018 Date of Endorsement: 22/3/2018	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet</li> </ul>
It space is insufficient use additional annexure sheet	COMMUNITY LAND DE CERTIFICATE OF ASSOCIATION CONSENTING The *Community/*Precinet/*Neighbourhood certifies that on &* MARCH. ACABIT passed a Conversion of Lot	TO DOCUMENTS AFFECTING THE SCHEME Association Deposited Plan No. 270778 unanimous resolution consenting to the: 39 in DP270778
Surveyor's Reference: 6543CONV		* BLL
-marked a		
	L	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:495 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

	ePlan
PLAN FORM 6A (2017) DEPOSITED PLAN AD	DMINISTRATION SHEET         Sheet 6 of 8 sheet(s)
Office Use Only <b>Registered:</b> 24.5.2018	
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY	DP270778
	(DOC Q)
Subdivision Certificate number: $\frac{5c/16/2018}{22/3/2016}$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
COMMUNITY LAND Updated O CERTIFICATE OF CC	d Form 20 DEVELOPMENT ACT ctober 2009 DNSENT AUTHORITY ERSION OR SEVERANCE
The Consent Authority being City of Parramatta Council gives	consent to;
*(a) The conversion of lot <b>39</b> in <b>DP 270778</b> to association	on property as shown on the plan herewith.
*(b) The severance of lots ^ in DP from	-the-Community or Precinct Scheme.
The consent authority is satisfied that the above action is not i and that any Development Contract has been amended accor	
Dated: 22/3/2018	
Application No. DA/806/2017	
Authorised Officer MARK LEOTTA	
If space is insufficient use	additional annexure sheet
Surveyor's Reference: 6543CONV	

	ePlan
PLAN FORM 6A (2017) DEPOSITED PLAN AD	OMINISTRATION SHEET         Sheet 7 of 8 sheet(s)
Office Use Only Registered: 24.5.2018	
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY	(DOC Q)
Subdivision Certificate number: $5 < 16 / 20 / 8$ Date of Endorsement: $22 / 3 / 20 / 8$	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Approve COMMUNITY LAND	d Form 18 DEVELOPMENT ACT
ATTES	TATION
The common seal of the *Community Deposited Plan No. 270778 was affixed t	*Precinct/*Neighbourhood Association hereto on 9.1. Mddcll.2014 the presence of;
Signature(s) and	and <u>CLARE</u> FIETZ
THE ONNERS	additional annexure sheet
Surveyor's Reference: 6543CONV	
	Meoto

Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:497 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

	ePlan
PLAN FORM 6A (2017) DEPOSITED PLAN AD	OMINISTRATION SHEET         Sheet 8 of 8 sheet(s)
Office Use Only Registered: 24.5.2018	
PLAN OF LOT 1 IN DP270778 FOLLOWING CONVERSION OF LOT 39 IN DP270778 TO COMMUNITY PROPERTY	(DOC Q)
Subdivision Certificate number: 50/16/2018 Date of Endorsement: 22/3/2018	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<b>EXECUTED</b> by <b>FAIRMEAD BUSINESS PTY</b> <b>LTD (ACN 069 006 426)</b> in accordance with section 127 of the Corporations Act:	) ) )
J. Kunsuk Signature of Director	W Kin M Signature of Director/Secretary
Joseph Kinsella	William Kinsella
Director	VVIIII III IIII III
Name of Director (block letters)	Name of Director/Secretary (block letters)
If space is insufficient use	additional annexure sheet
Surveyor's Reference: 6543CONV	Mesta

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PLAN FORM 6 (2017) DEPOSITED PLAN AD	MINISTRATION SHEET	Sheet 1 of 7 sheet(s)
Registered: 29.10.2018 Office Use Only	DP27(	Office Use Only
Title System: TORRENS		(DOC.R)
PLAN OF SUBDIVISION OF LOT 37 IN DP270778	LGA: CITY OF PARRAMAT	ГТА
	Locality: WENTWORTH PC	DINT
	Parish: ST JOHN	
	County: CUMBERLAND	
Survey Certificate	Crown Lands NSW/Weste	rn Lands Office Approval
I, MICHAEL TRIFIRO	I,	
of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750	approving this plan certify that all neo allocation of the land shown herein h	
a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:	Signature:	
*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 07-06-2018, or	Date:	
*(b) The part of the land shown in the plan (*being/*excluding **	Office:	
*Strike out inappropriate words.	Subdivision Certificate number:	er/*Accredited Certifier, certify that onmental Planning and isfied in relation to the proposed out herein. Marcamatoria D.9. 2018 SC/12018
**Specify the land actually surveyed or specify any land shown in the plan that	*Strike through if inapplicable.	
Plans used in the preparation of survey/compilation.	Statements of intention to dedicate pr and drainage reserves, acquire/resur	ublic roads, create public reserves ne land.
DP270778		
Surveyor's Reference: 6543_2	Signatures, Seals and Section 88 PLAN FO	

PLAN FORM 6D (2016)(Community annexure) WARNING: Cro	easing or folding will lead to rejection <sup>ePlan</sup>
DEPOSITED PLAN A	OMINISTRATION SHEET         Sheet 2 of 7 sheet(s)
Registered: 29.10.2018 Office Use Only	
PLAN OF SUBDIVISION OF LOT 37 IN DP270778	DP270778 (DOC.R)
Subdivision Certificate number: $\frac{5c/149/2018}{2018}$ Date of endorsement: $\frac{28}{29}, \frac{29}{2018}$	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A
Name of Development (Optional)	Address for Service of Notices The Community Association Wentworth Point Marinas C/- Netstrata. PO Box 265 HURSTVILLE BC NSW 1481
WARNING STATEMENT (Approved Form 7)	VALUER'S CERTIFICATE (Approved Form 9)
This document shows an initial schedule of unit entitlements for the Community, Precinct-or-Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.	I. Сналторные Satter of Калант Ferrer Vormations being a qualified valuer, as defined in the Community Land Development Act 1989, certify that; *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^
UPDATE NOTE (Approved Form 8)	*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their
This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 24-05-2018	market value on ^
* Strike through if inapplicable ^ Insert registration date of previous schedule	Signature: Dated: 181/G/2018  * Strike through if inapplicable  ^ Insert date of valuation
SCHEDULE OF U	
SEE SHE	ETS 3 & 4
If space is insufficient use an	nexure sheet –Plan Form 6A
Surveyor's Reference: 6543_2	

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	6A (2017) <b>DEPOSI</b>	TED PLAN AD	MINISTRATION SHEET	Sheet 3 of 7 sheet(s)
egistered:	29.10.2018	Office Use Only		Office Use O
	BDIVISION OF LOT 3	57 IN	DP270	_
)P270778				(DOC.R)
			This shock is far the provision of the f	
			<ul> <li>This sheet is for the provision of the for</li> <li>A schedule of lots and addresses</li> </ul>	
ubdivision Certifi ate of Endorsem	cate number: $S \subset \left( 149 \\ \text{ent:} 28 \cdot 09 \cdot 201 \right)$	2018 5	<ul> <li>Statements of intention to create accordance with section 88B Collinguation Signatures and seals- see 195D</li> <li>Any information which cannot fit 1 of the administration sheets.</li> </ul>	and release affecting interest nveyancing Act 1919 Conveyancing Act 1919
	S	CHEDULE OF UN		·
LOT	UNIT ENTITLEMENT	1	SUBDIVISION	
1	COMMUNITY PROPERTY			
2	30 000	SP87607	· · · · · · · · · · · · · · · · · · ·	
3	NOW LOTS 5, 6 & 7	SEE ADDITIONAL	SHEETS 9-16	
4	NOW LOTS 8, 9 & 10	SEE ADDITIONAL	SHEET 17	
5	22 158	SP90076		
6	CONVERTED TO LOT 1		ENT SHEETS 8A-8D	
7	NOW LOTS 16-18	SEE ADDITIONAL	SHEETS 22-30	
8	NOW LOTS 13, 14 & 15	SEE ADDITIONAL	SHEETS 19-21	
9	NOW LOTS 13, 14 & 15	SEE ADDITIONAL		
10	NOW LOTS 11 & 12	SEE ADDITIONAL		
11	NOW LOTS 35-39		SHEETS 139-235	
12	NOW LOT 24	SEE ADDITIONAL		
13	NOW LOTS 19 & 21	SEE ADDITIONAL		
14	NOW LOTS 20, 22, 23 & 24	SEE ADDITIONAL		
15	CONVERTED TO LOT 1		NT SHEETS 8T-8AF	
16	32 844	SP93238		
17	998	SP94094		
18	CONVERTED TO LOT 1		INT SHEETS 8E-8I	
19 20	NOW LOTS 25-30 NOW LOTS 31-34	SEE ADDITIONAL		
20	COVERTED TO LOT 1	SEE ADDITIONAL		
21	COVERTED TO LOT 1		NT SHEETS 8J-8S NT SHEETS 8J-8S	
23	ROAD	SEE REPLACEIVIE	INT SHEETS 0J-05	
23	34 511			
25	35 173	SP94476		
26	623	SP95128		
27	SEVERED LOT	AK810971		
28	SEVERED LOT	AK810971		
29	CONVERTED TO LOT 1		NT SHEETS 8T-8AF	
30	SEVERED LOT	AK810971		·······
31	23 727	SP95564		·····
32	34 323	SP95906		
33	601	SP95905		
34	CONVERTED TO LOT 1		NT SHEETS 8AG-8AY	
35	32 533	SP97389		
36	29 999	SP97390		
37	NOW LOTS 40 & 41	SEE ADDITIONAL	SHEETS 236-290	
38	817		· · · · · · · · · · · · · · · · · · ·	
39	CONVERTED TO LOT 1	SEE REPLACEME	NT SHEETS 8AZ-8CA	
	If apon	ie incufficient uso	additional annexure sheet	
		is insuncient use		
urvevor's Reter	ence: 6543_2			

#### Req:R344830 /Doc:DP 0270778 P /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:501 of 504 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005 ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 7 sheet(s)			
Registered: 29.10.2018 Office Use Only			
PLAN OF SUBDIVISION OF LOT 37 IN DP270778	- DP270778 (DOC.R)		
Subdivision Certificate number: Sc/149/2018 Date of Endorsement: 28.09.2018	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		
LOT         UNIT ENTITLEMENT           40         7643           41         50           TOTAL         286 000	SUBDIVISION		
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 6543_2			

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 7 sheet(s) Office Use Only Office Use Only 29.10.2018 **Registered:** DP270778 PLAN OF SUBDIVISION OF LOT 37 IN DP270778 (DOC.R) This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Subdivision Certificate number: SC/149 2018 Statements of intention to create and release affecting interests in . Date of Endorsement: 28.09.2018 accordance with section 88B Conveyancing Act 1919 . Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet ۵ 1 of the administration sheets EXECUTED by MARINA SQUARE RETAIL PTY ) LTD (ACN 605 329 637) in accordance with ) section 127 of the Corporations Act 2001 (Cth): ) w Kirst J. Kinsel Signature of Director Signature of Director/Secretary Joseph Kinsella William Kinsella Director Name of Director (block letters) Name of Director/Secretary (block letters) If space is insufficient use additional annexure sheet Surveyor's Reference: 6543\_2

PLAN FORM 6A (2017) DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 6 of 7 sheet(s)
Office Use Only Registered: 29.10.2018	
PLAN OF SUBDIVISION OF LOT 37 IN OP270778	DP270778
Subdivision Certificate number: Date of Endorsement:	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 201</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
EXECUTED for and on behalf of LORD CENTRAL OPPORTUNITY III LIMITED (ARBN 616 859 815) by its duly authorised signatory in the presence of:	Signature
CHRISTIE CHING	JON ROBERT LEWIS
Name of witness (block letters) 32/F., AIA CENTRAL, 1 CONNAUGHT ROAD CENTRAL, HONG KONG Address of witness (block letters)	Name Director of PA-LF2 Secretaries Limited, Sole Director of Lord Central Opportunity III Limited
	Title

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6543\_2

Surveyor's Reference: 6543\_2

# DP270778

### **COVER SHEET FOR SECTION 88B INSTRUMENT**

### ATTENTION

•••••

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	8.1.2013	8	17
Document 2	14.8.2014	8	25
Document 3	9.4.2015	1	10
Document 4	23.9.2015	1	9
Document 5	14.4.2016	3	18
Document 6	14.4.2016	9	36
Document 7	31.10.2016	22	33
Document 8	4.11.2016	28	67
Document 9	24.5.2017	58	76
Document 10	26.4.2018	97	116
Document 11	29.10.2018	55	31

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

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

> ePlan (DOC.1) (Sheet 1 of 17 sheets)

Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. Sc 39 3012

Full name and address of the owner of the land: Fairmead Business Pty Ltd (ACN 069 006 426) Locked Bag 1400 MEADOWBANK NSW 2114

### PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SERVICES (WHOLE OF LOT)	1 2 3 4	2, 3 and 4 1, 3 and 4 1, 2 and 4 1, 2 and 3
2	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	1 2	2 1
3	RIGHT OF PUBLIC ACCESS 9, 12.5 AND VARIABLE WIDTH LIMITED IN STRATUM (X)	1	Auburn City Council
4	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.51 WIDE (Y)	2	Ausgrid

Council Authorised Person

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

ePlan (DOC.1) (Sheet 2 of 17 sheets)

Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. Sc. 39) 70/2

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 AND 3.5 WIDE (J)	1, 2 and 3	Ausgrid
6	RESTRICTION ON THE USE OF LAND	2	Auburn Cit <b>y</b> Council

Council Authorised Person

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

ePlan (DOC.1) (Sheet 3 of 17 sheets)

Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. C 39 / 20 / 2

### PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
. 1	RIGHT OF CARRIAGEWAY 12 & 15 WIDE (DP1156412)	Lot 121 DP1156412 Lot 122 DP1156412	Lot 122 DP1156412 Lot 121 DP1156412
2	EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES (DP1156412)	Lot 121 DP1156412 Lot 122 DP1156412	Lot 122 DP1156412 Lot 121 DP1156412
3	EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (DP1156412)	Lot 121 DP1156412 Lot 122 DP1156412	Lot 122 DP1156412 Lot 121 DP1156412

Council Authorised Person

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ePlan (DOC.1) (Sheet 4 of 17 sheets)

## Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No.  $S_{C}$   $3_{F}$   $\gamma_{0}$   $1_{2}$ 

### PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

Authorised Vehicles means:

(a) public transport vehicles;

(b) emergency service vehicles;

- (c) any other vehicles undertaking services for or on behalf of an Authority, such as garbage trucks; and
- (d) any other vehicles of less than 2 tonnes in weight.

**Authority** means any national, state or local government, semi-government, quasigovernment or other judicial body or relevant authority and includes without limitation the Council.

**Community Association** means the community association constituted on registration of the Community Plan.

Community Plan means DP270778.

**Community Management Statement** means the community management statement registered with the Community Plan.

Council means the Auburn City Council.

Equipment means materials, tools, implements, machinery and vehicles.

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

Council Authorised Person

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ePlan (DOC.1)

(Sheet 5 of 17 sheets)

### Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No.  $C 39 |\gamma_0| 2$ 

Laws means:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service, including:

- (a) potable water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- a television service;
- (j) closed circuit television, video and audio services; and
- (k) a system for removal of sewage;
- a stormwater drainage system;
- (m) a ventilation system;

Council Authorised Person

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:7 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan(DOC.1)

(Sheet 6 of 17 sheets)

## Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No.  $\zeta \subset \exists q \mid 2 \cup 1 \ge 1$ 

- (n) a fire safety or control system;
- (o) a security system;
- (p) recycled water supply;
- (q) an irrigation system;
- (r) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of a Benefited lot.

**Service Equipment** means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

**Works** means repairs, maintenance, testing, examining, cleaning, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) **maintain** includes keep clean and tidy;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

Council Authorised Person

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:8 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.1)

(Sheet 7 of 17 sheets)

## Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. Sc 3 S | 2 • | 2

- (h) a reference to a corporation includes its successors and permitted assigns;
- a reference to a document is a reference to a document of any kind, including a plan;
- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

1 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 1 in the Plan

- 1.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
  - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (Relevant Service Equipment);

Council Authorised Person

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## Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. Sc 39/32/2

- have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally, and in each other plane by the Burdened lot; and
- (d) enter and remain, or direct persons authorised by the owner of a Benefited lot to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in relation to Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 1.2 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to any Service and Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such additional Service and Service Equipment as though they existed at the date of registration of this instrument.
- 1.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that some Services and associated Service Equipment may be maintained by the Community Association in accordance with the Community Management Statement.
- 1.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 1.5 Before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (b) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 1.6 The owner of a Burdened lot may only withhold consent under **clause 1.5** to the carrying out of the Works if, in the opinion of the owner of the Burdened lot,



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### Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. SC 39 2-012

reasonably held, the physical result after the Works are carried out will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

1.7 The owner of a Burdened lot may not withhold consent under **clause 1.5** to the carrying out of Works if the Works:

- (a) need to be carried out in circumstances which involve an emergency or a danger to public safety;
- (b) are necessary to enable the owner of the Benefited lot to comply with any obligations under the Community Management Statement; or
- (c) result from or arise out of any relevant Laws or the requirements of any Authority.

1.8 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:

- (a) to minimise interruption to or interference with any Service and any associated Service Equipment;
- (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
- (c) to ensure that:
  - all necessary safety measures are taken;
  - the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
  - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
  - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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# Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No.  $\leq (39) \gamma_{0} \gamma_{2}$ 

1.9 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.

#### 2 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 2 in the Plan

- 2.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support,
     supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (Structural Improvements);
  - (b) require that the Structural Improvements on a Burdened lot remain at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (**Sheltering Improvements**); and
  - (d) require that the Sheltering Improvements on a Burdened lot remain at all times.
- 2.2 The owner of a Burdened lot must:
  - (a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and
  - (b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this **clause 2.2**.
- 2.3 If the owner of a Burdened lot fails to comply with its obligations under this easement, the owner of the Benefited lot has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations.

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### Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No.  $\zeta \subset 39$   $2 \circ 12$ 

- 2.4 If the owner of a Burdened lot fails to comply with a notice given under **clause 2.3** within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the owner of the Benefited lot has the right, but not the obligation, to carry out Works to remedy the failure to comply specified in the notice; and
  - (b) the owner of the Burdened lot must pay the owner of the Benefited lot, within 14 days of receipt of a demand from the owner of the Benefited lot, the costs reasonably and properly incurred by the owner of the Benefited lot in carrying out those Works.
- 2.5 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

Council Authoris ed Person

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### Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. SC 39/2v/2

- 3 Terms of RIGHT OF PUBLIC ACCESS 9, 12.5 AND VARIABLE WIDTH LIMITED IN STRATUM (X) numbered 3 in the Plan
- 3.1 The Council and persons authorised by the Council, which persons include members of the public (**Authorised Persons**), have the right to pass across the site of this easement (**Easement Site**), subject to complying with the terms set out in this easement.
- 3.2 The rights granted under this easement:
  - (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) are for the Council and Authorised Persons to use the Easement Site on a non-exclusive basis; and
  - (c) may only be exercised on foot or using wheelchairs or disabled access aids or by Authorised Vehicles.
- 3.3 In exercising rights under this easement, the Council and Authorised Persons must:
  - (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot.
- 3.4 The Council and Authorised Persons must not park or stand a motor vehicle or trailer on the Burdened lot, except where expressly permitted.

Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS 9, 12.5 AND VARIABLE WIDTH LIMITED IN STRATUM (X) numbered 3 in the Plan:

Auburn City Council

Council Authorised Person

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## Plan: DP270778

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Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No.  $\zeta \subset 39/3-012$ 

# Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.51 WIDE (Y) numbered 4 in the Plan

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES in the terms set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.51 WIDE (Y) numbered 4 in the Plan:

Ausgrid

#### Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 AND 3.5 WIDE (J) numbered 5 in the Plan

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES in the terms set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.5 AND 3.5 WIDE (J) numbered 5 in the Plan:

Ausgrid

#### 6 Terms of RESTRICTION ON THE USE OF LAND numbered 6 in the Plan

An on-site car parking space, other than a service or visitor car parking space, in the building erected on the Burdened lot (which on-site car parking space is called **Relevant Space** and which building is called **Building**) shall not be used by any person who is not an occupant, tenant or lessee of a part of the Building, and:

 (a) no occupant, tenant, lessee or registered proprietor of a Relevant Space shall enter into an agreement to lease or licence that Relevant Space to any person who is not an occupant, tenant or lessee of a part of the Building; and

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## Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. SC 39/7012

(b) no registered proprietor of a Relevant Space that is a separate lot in the strata plan which subdivides the Building shall enter into an agreement to transfer the ownership of that Relevant Space to any person who is not an occupant, tenant or lessee of a part of the Building.

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 6 in the Plan:

Auburn City Council

Council Authorized Person

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Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. SC 39/712

Signature of Director/Secretary

**EXECUTED** by **FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426)** in accordance with section 127 of the Corporations Act:

John Kinsellen Signature of Director

John Kinsella Name of Director (block letters) William Kinsella Name of Director/Secretary (block letters)

**EXECUTED** by **WENTWORTH POINT DEVELOPMENTS PTY LTD (ACN 146 480 640)** in accordance with section 127 of the Corporations Act:

Signature of Director

John Kinsella Name of Director (block letters)

incl

Signature of Director / Secretary

William Kinsella Name of Director / Secretary (block letters)

SIGNED SFALED and DELIVERED on behalf of Westpac Administration Pty Limited ACN 008 617 203 under power of attoiney dated 30 August 2011 Book 4642 Nº 949

ugicency ignature

By executing this instrument the attorney states that the attorney has received no potice of revocation of the power of attorney

Simone Mulqueeney

Pant Name Atress

JOHN KENNY Print Name Adress of witness: Level 3, 275 Kent Street, Sydney 20

SIGNED SEALED AND DELIVERED by

as attorney for WESTPAC ADMINISTRATION PTY. LIMITED (ACN 008 617 203) under registered power of attorney Book No. dated in the presence of:

Signature of witness

Name of witness (block letters)

Address of witness (block letters)

Council Authorised Person

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Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. Sc 39/30/2

SIGNED SEALED AND DELIVERED by Paul Anthony Armstrong as attorney for ING Bank (Australia) Limited (ACN 000 893 292) under registered power of attorney Book 4507 No. 58 elated in the presence of:

400

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

Signature of witness

Kristine Sawa Name of Witness (block letters) 77 Castlereagh Street, Sydney

Address of witness (block letters)

SIGNED SEALED AND DELIVERED by

Harsharan Gill as attorney for Investec Bank (Australia) Limited (ACN 071 292 594) under registered power of attorney Book 4634 No. 187

dated 25 June 2012 in the presence of:

Signature of witness

Naomi Fryer

Name of witness (block letters) Investec Bank

Level 23, Chifley Tower, 2 Chifley Squere, Address of witness (block letters) Sydney 2000

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Harsham Gill. Atan Chanowitz By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney

Council Authorised Person

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ePlan (DOC.1)

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### Plan: DP270778

Plan of subdivision of lots 121 & 122 in DP1156412 covered by Subdivision Certificate No. Se 39 /2-012

#### SIGNED SEALED AND DELIVERED by

LISA AND MAPPINA as attorney for Ausgrid (ABN 67 505 337 385) under registered power of attorney Book (+6+) No. (-3+9)dated  $(-9/11) \rightarrow 01$  in the presence of:

Signature of witness

JAMES HAMILTON LONSOACE Name of witness (block letters)

STO 4EORGE ST, SYNEY. Address of witness (block letters)

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

Council Authorized Person

REGISTERED



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

ePlan (DOC.2)

(Sheet 1 of 25 sheets)

Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

Full name and address of the owner of the land: Fairmead Business Pty Ltd (ACN 069 006 426) Locked Bag 1400 MEADOWBANK NSW 2114

#### PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF LOT)	5 6	6 5
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	5 6 7	6 and 7 5 and 7 5 and 6
3	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	5 6	6 5
4	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (LIMITED IN STRATUM) (N)	7	5 and 6

Council Authorised Person

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ePlan (DOC.2) (Sheet 2 of 25 sheets)

### Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (A)	5	Ausgrid
6	RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (B)	5	7
7	EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C)	5	7
8	EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D)	5	7
9	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E)	5	7
10	EASEMENT FOR WASTE STORAGE AND COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (H)	5	7
11	RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (K)	5	7
12	EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTH (L)	7 4 <del>-in DP270778</del>	4 in DP270778 <del>7</del> -
13	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (M)	7 <del>4-in DP27077</del> 8	4 in DP270778 <del>7</del>

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. | 5 | 2014

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
14	RIGHT OF PUBLIC ACCESS 12.5, 14.5 AND 16 WIDE (LIMITED IN STRATUM) (P)	6	Auburn City Council
15	RIGHT OF CARRIAGEWAY 6 WIDE (LIMITED IN STRATUM) (Q)	6	Ausgrid

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**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15 2014

#### PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities	
1	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (VIDE AE467839)	3 in DP270778	Ausgrid	
2	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN AFFECTING-LOT-3-IN <del>DP270778</del> (VIDE DP1156412)	3 in DP270778	4 in DP270778	P
3	EASEMENT FOR SUPPORT AND SHELTER AFFECTING-LOT 3-IN DP270778 (VIDE DP1156412)	3 in DP270778	4 in DP270778	P

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014-

#### PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an "Authorised Person" includes the tenants, lessees, sub-lessees, employees, agents, contractors, licensees, invitees of the owner of a Benefited lot and Council, where applicable.

Authorised Vehicles means:

- (a) public transport vehicles;
- (b) emergency service vehicles;
- (c) any other vehicles undertaking services for or on behalf of an Authority, such as garbage trucks; and
- (d) any other vehicles of less than 2 tonnes in weight.

Authority means any national, state or local government, semi-government, quasigovernment or other judicial body or relevant authority and includes without limitation the Council.

Building means the building erected on lots 4 and 7 in DP270778.

**Community Association** means the community association constituted on registration of the Community Plan.

Community Plan means DP270778.

**Community Property** has the meaning given to it in the Community Management Statement.

**Community Management Statement** means the community management statement registered with the Community Plan.

Council means the Auburn City Council.

**Council Authorised Person** 

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(Sheet 6 of 25 sheets)

Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

Equipment means materials, tools, implements, machinery and vehicles.

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

Laws means:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service, including:

- (a) potable water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) closed circuit television, video and audio services; and

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15 2014

- (k) a system for removal of sewage;
- (I) a stormwater drainage system;
- (m) a ventilation system;
- (n) a fire safety or control system;
- (o) a security system;
- (p) recycled water supply;
- (q) an irrigation system; and
- (r) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of a Benefited lot.

Service Apparatus means any item of Service Equipment.

Service Equipment means any structures, machinery, plant, equipment and other things necessary for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

**Works** means repairs, maintenance, testing, examining, cleaning, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

In this instrument unless the context clearly indicates otherwise:

- words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) maintain includes keep clean and tidy;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

**Council Authorised Person** 

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ePlan (DOC.2) (Sheet 8 of 25 sheets)

DP270778 Plan:

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

- (f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (h) a reference to a corporation includes its successors and permitted assigns;
- (i) a reference to a document is a reference to a document of any kind, including a plan;
- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (I) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

#### 1 LIMITATION IN BENEFITED LOT

- 1.1 This clause 1 applies to the following easements in this instrument:
  - (a) RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (B) numbered 6 in the Plan;

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. **15 2014** 

- (b) EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C) numbered 7 in the Plan;
- (c) EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D) numbered 8 in the Plan;
- (d) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E) numbered 9 in the Plan;
- (e) EASEMENT FOR WASTE STORAGE AND COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (H) numbered 10 in the Plan; and
- (f) RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (K) numbered 11 in the Plan.
- 1.2 The terms of an easement referred to in **clause 1.1** will cease to apply to any part of the Benefited lot which is at any time created as a public road or converted to Community Property.

#### 2 Terms of EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF LOT) numbered 1 in the Plan

A "Easement to permit encroaching structure to remain" in the terms set out in Part 13 of Schedule 8 of the *Conveyancing Act 1919* (NSW).

#### 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
  - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - (c) have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally and in each other plane, by the Burdened lot; and

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**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

- (d) enter and remain, or direct persons authorised by the owner of a Benefited lot to enter and remain on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in relation to Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.2 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to any Service and Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such additional Service and Service Equipment as though they existed at the date of registration of this instrument.
- 3.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that some Services and associated Service Equipment may be maintained by the Community Association in accordance with the Community Management Statement.
- 3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.5 Before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (b) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 3.6 The owner of a Burdened lot may only withhold consent under **clause 3.5** to the carrying out of the Works if, in the opinion of the owner of the Burdened lot, reasonably held, the physical result after the Works are carried out will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

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## Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

- 3.7 The owner of a Burdened lot may not withhold consent under **clause 3.5** to the carrying out of Works if the Works:
  - need to be carried out in circumstances which involve an emergency or a danger to public safety;
  - (b) are necessary to enable the owner of the Benefited lot to comply with any obligations under the Community Management Statement; or
  - (c) result from or arise out of any relevant Laws or the requirements of any Authority.
- 3.8 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 3.9 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. / S 2014

- 4 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 3 in the Plan
- 4.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (Structural Improvements);
  - (b) require that the Structural Improvements on a Burdened lot remain at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (Sheltering Improvements); and
  - (d) require that the Sheltering Improvements on a Burdened lot remain at all times.
- 4.2 The owner of a Burdened lot must:
  - (a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and
  - (b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this **clause 4.2**.
- 4.3 The owner of a Burdened lot must, while Works are being carried out in accordance with **clause 4.2**, take all reasonable steps to minimise interruption to or interference with any Service and any associated Service Equipment.
- 4.4 If the owner of a Burdened lot fails to comply with its obligations under this easement, the owner of a Benefited lot has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations.
- 4.5 If the owner of a Burdened lot fails to comply with a notice given under **clause 4.4** within a reasonable time after its service, having regard to the type of work or act required, the owner of the Benefited lot has the right, but not the obligation, to do all things reasonably necessary to remedy the failure to comply specified in the notice.
- 4.6 The owner of the Burdened lot must pay the owner of the Benefited lot within 14 days of a demand from the owner of the Benefited lot, the costs reasonably and

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Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. *IS*/2014

properly incurred by the owner of the Benefited lot to remedy the failure to comply specified in the notice given under **clause 4.4**.

- 4.7 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

# 5 Terms of EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (LIMITED IN STRATUM) (N) numbered 4 in the Plan

A "Easement for drainage of water" in the terms set out in Part 8 of Schedule 8 of the *Conveyancing Act 1919* (NSW).

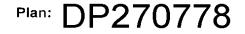
#### 6 Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (A) numbered 年in the Plan /

An "*Easement* for electricity and other purposes" in the terms set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

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Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (A) numbered  $4^{5}$  in the Plan:

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- 7 Terms of RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (B) numbered 6 in the Plan
- 7.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Benefited lot, including for the purpose of accessing the Waste Storage Room referred to in **Item 9** in **Part 2** of this instrument.
- 7.2 When exercising its rights or complying with obligations under this easement the owner of the Benefited lot and Authorised Persons must:
  - not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site; and
  - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot.
- 7.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.
- 7.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 7.5 If the owner of the Benefited lot fails to comply with a notice given under clause 7.4 within a reasonable time after its service having regard to the type of work or act

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Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. /S/2014

required, the owner of the Burdened lot has the right, but not the obligation, to do all things necessary to remedy the failure to comply specified in the notice.

7.6 The owner of the Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 7.4.

#### 8 Terms of EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C) numbered 7 in the Plan

- 8.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means, including with a garbage truck, for the purpose of collecting and removing waste.
- 8.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
  - (a) not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;
  - (b) causes little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site; and
  - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot.
- 8.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.
- 8.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 8.5 If the owner of the Benefited lot fails to comply with a notice given under **clause 8.4** within a reasonable time after its service having regard to the type of work or act

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### Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

required, the owner of the Burdened lot has the right, but not the obligation, to do all things necessary to remedy the failure to comply specified in the notice.

8.6 The owner of the Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 8.4.

#### 9 Terms of EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D) numbered 8 in the Plan

- 9.1 The owner of the Benefited lot and Authorised Persons have the exclusive right to use the waste storage room located on the site of this easement (**Waste Storage Room**) for the purpose of waste storage.
- 9.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
  - (a) not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Waste Storage Room;
  - (c) only use the Waste Storage Room for its intended purpose so as not to cause or permit any hazards or nuisances;
  - (d) take all reasonable precautions so that no damage is caused to the Waste Storage Room or any other part of the Burdened lot;
  - (e) take all reasonable steps to keep the Waste Storage Room clean and tidy, free of vermin and minimise the emission of unpleasant odours; and
  - (f) comply with all Laws and the requirements of all Authorities regarding the storage and disposal of waste.
- 9.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.

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Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. **IS** 2014

- 9.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 9.5 If the owner of the Benefited lot fails to comply with a notice given under **clause 9.4** within a reasonable time after its service having regard to the type of work or act required, the owner of the Burdened lot has the right, but not the obligation, to do all things reasonable necessary to remedy the failure to comply specified in the notice.
- 9.6 The owner of the Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 9.4.

#### 10 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E) numbered 9 in the Plan

- 10.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (Easement Site) by any reasonable means for the purpose of transporting waste receptacles.
- 10.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot; and
  - (d) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted.

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- 10.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.
- 10.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 10.5 If the owner of the Benefited lot fails to comply with a notice given under clause 10.4 within a reasonable time after its service having regard to the type of work or act required, the owner of the Burdened lot has the right, but not the obligation, to do all things reasonable necessary to remedy the failure to comply specified in the notice.
- 10.6 The owner of the Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 10.4.

#### 11 Terms of EASEMENT FOR WASTE STORAGE AND COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (H) numbered 10 in the Plan

- 11.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the waste storage collection bay located on the site of this easement (Waste Storage Collection Bay) for the purpose of storing waste storage receptacles pending their collection.
- 11.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
  - not exercise its rights under this easement in a manner which permits the Waste Storage Collection Bay to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Waste Storage Collection Bay;

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- (c) only dispose of waste in the waste receptacles in the Waste Storage Collection Bay;
- (d) only use the Waste Storage Collection Bay for its intended purpose so as not to cause or permit any hazards or nuisances;
- (e) take all reasonable precautions so that no damage is caused to the Waste Storage Collection Bay or any other part of the Burdened lot; and
- (f) comply with all Laws and the requirements of all Authorities regarding the storage and disposal of waste.
- 11.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.
- 11.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 11.5 If the owner of the Benefited lot fails to comply with a notice given under clause 11.4 within a reasonable time after its service having regard to the type of work or act required, the owner of the Burdened lot has the right, but not the obligation, to do all things reasonable necessary to remedy the failure to comply specified in the notice.
- 11.6 The owner of the Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 11.4.

#### 12 Terms of RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (K) numbered 11 in the Plan

12.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means for the purpose of accessing the car spaces on that part Benefited lot immediately adjacent to this Easement Site.

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- 12.2 When exercising its rights or complying with obligations under this easement the owner of the Benefited lot and Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the Waste Storage Collection Bay to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot; and
  - (d) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted.
- 12.3 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.
- 12.4 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 12.5 If the owner of a Benefited lot fails to comply with a notice given under **clause 12.4** within a reasonable time after its service having regard to the type of work or act required, the owner of the Burdened lot has the right, but not the obligation, to remedy the failure to comply specified in the notice.
- 12.6 The owner of a Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 12.4.

#### 13 Terms of EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTH (L) numbered 12 in the Plan

13.1 Full and free right for the subjacent and lateral support of that part of the Building erected on the Benefited lot by all such other parts of the Building erected on the

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Burdened lot as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this easement effective.

13.2 Full and free right for the shelter of that part of the Building erected on the Benefited lot by all such other parts of the Building erected on the Burdened lot as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this easement effective.

#### 14 Terms of EASEMENT TO PERMIT ENROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (M) numbered 13 in the Plan

- 14.1 The owner of a Benefited lot has the right at all times:
  - (a) to insist that the parts of the Building on the Benefited lot which encroached on the Burdened lot when this easement was created (Encroaching Structures) remain, but only to the extent they are within the site of this easement (Easement Site);
  - (b) to insist that the Services Apparatus providing Services to the Building on the Benefited lot (Encroaching Services Apparatus) which, when this Easement was created, encroached on or were installed on or in the Burdened lot remain, but only to the extent they are within the Easement Site;
  - (c) the full and free right to the subjacent and lateral support by the Burdened lot of the Encroaching Structures and the Encroaching Services Apparatus;
  - (d) to access to all relevant parts of the Burdened lot (either with or without workmen, tools and equipment) for the purposes of inspecting and repairing the Encroaching Structures and the Encroaching Services Apparatus;
  - (e) to insist that the Encroaching Structures and the Encroaching Services Apparatus remain; and
  - (f) to do all other things necessary in connection with ownership of the Encroaching Structures and the Encroaching Services Apparatus.

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### Plan: DP270778

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. **IS** 2014

14.2 The owner of a Burdened lot must not do or allow anything to be done to damage or interfere with the Encroaching Structures and the Encroaching Services Apparatus.

## 15 Terms of RIGHT OF PUBLIC ACCESS 12.5, 14.5 AND 16 WIDE (LIMITED IN STRATUM) (P) numbered 14 in the Plan

- 15.1 The Council and persons authorised by the Council, which persons include members of the public (**Council Authorised Persons**), have the right to pass across the site of this easement (**Easement Site**), subject to complying with the terms set out in this easement.
- 15.2 The rights granted under this easement:
  - (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) are for the Council and Council Authorised Persons to use the Easement Site on a non-exclusive basis; and
  - (c) may only be exercised on foot or using wheelchairs or disabled access aids or by Authorised Vehicles.
- 15.3 In exercising rights under this easement, the Council and Council Authorised Persons must:
  - (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot.

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Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

15.4 The Council and Council Authorised Persons must not park or stand a motor vehicle or trailer on the Burdened lot, except where expressly permitted.

Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS 9, 12.5 AND 16 WIDE (LIMITED IN STRATUM) (P) numbered 14 in the Plan:

Auburn City Council

#### 16 Terms of RIGHT OF CARRIAGEWAY 6 WIDE (LIMITED IN STRATUM) (Q) numbered 15 in the Plan

A "Right of carriageway" within the meaning of Part 1 of Schedule 4A of the *Conveyancing Act 1919* (NSW), together with the right to park vehicles on the right of carriageway.

Name of Authority empowered to release, vary or modify the RIGHT OF CARRIAGEWAY 6 WIDE (LIMITED IN STRATUM) (Q) numbered 15 in the Plan:

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Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the Corporations Act:

M Kinell

Signature of Director William Kinsella

.....

Name of Director (block letters)

Plan: DP270778

Signature etary

Name of Director/Secretary (block letters)

EXECUTED by WENTWORTH POINT DEVELOPMENTS PTY LTD (ACN 146 480 640) in accordance with section 127 of the Corporations Act:

Kinel

Signature of Director

William Kinsella Name of Director (block letters)

Signature of Director / Secretary

Andrew Bird Name of Director / Secretary (block letters)

SIGNED SEALED AND DELIVERED by Matt Taylor		
as attorney for WESTPAC ADMINISTRATION		
PTY. LIMITED (ACN 008 617 203) under		
registered power of attorney		
Book 4646 No. 591		
dated $26 \cdot 2 \cdot 3$ in the presence of:		

Signature of witness

Simone Mulqueeney

.....

Name of witness (block letters) LEVEL 3, 275 KENT STREE SYDNEY NSW 2000

Address of witness (block letters)

**Council Authorised Person** 

By executing this instrument the attorney

states that the attorney has received no notice of revocation of the power of attorney Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:43 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

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ePlan (DOC.2) (Sheet 25 of 25 sheets)

Plan of subdivision of lot 3 in DP270778 covered by Subdivision Certificate No. 15/2014

SIGNED SEALED AND DELIVERED by

Plan: DP270778

as attorney for Ausgrid (ABN 67 505 337 385) under registered power of attorney Book 4641 No. 639 dated in the presence of:

Signature of witness

Name of witness (block letters)

570 GEORGE ST SYDNEY Address of witness (block letters)

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

**Council Authorised Person** 

S:4200455\_2 EAA



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ePlan (DOC.3) (Sheet 1 of 10 sheets)

Plan: DP270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

Full name and address of the owner of the land: Fairmead Business Pty Ltd (ACN 069 006 426) Locked Bag 1400 MEADOWBANK NSW 2114

#### PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RIGHT OF ACCESS 20 WIDE (T)	10	9
2	EASEMENT FOR DRAINAGE OF WATER 2 WIDE (U)	9	8

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ePlan (DOC.3) (Sheet 2 of 10 sheets)

## Plan: DP270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

## PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (VIDE DP270778)	7 in DP270778	4 in DP270778
2	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (VIDE DP270778)	7 in DP270778	4 in DP270778
3	EASEMENT FOR SUPPORT AND SHELTER (VIDE DP1156412)	4 in DP270778	7 in DP270778
4	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (VIDE DP1156412)	4 in DP270778	7 in DP270778

ePlan (DOC.3) (Sheet 3 of 10 sheets)

Plan: DP270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

## PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

**Stormwater Service Infrastructure** means all pipes, ponds, wells, pumps and any ancillary plant and equipment which is necessary for and facilitates the drainage of the water referred to in **clause 2** of this instrument.

In this instrument unless the context clearly indicates otherwise:

- words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) maintain includes keep clean and tidy;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (h) a reference to a corporation includes its successors and permitted assigns;
- (i) a reference to a document is a reference to a document of any kind, including a plan;
- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;

ePlan (DOC.3) (Sheet 4 of 10 sheets)

# Plan: DP270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (I) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 1 Terms of RIGHT OF ACCESS 20 WIDE (T) numbered 1 in the Plan

A "Right of access" in the terms set out in Part 14 of Schedule 8 of the *Conveyancing Act 1919* (NSW).

# 2 Terms of EASEMENT FOR DRAINAGE OF WATER 2 WIDE (U) numbered 2 in the Plan

- 2.1 The owner of the Benefited lot has, at all times, the unrestricted right:
  - (a) to the free and uninterrupted storage and passage of water along, through or in all those items of Stormwater Service Infrastructure and which are at any time within the site of this easement; and
  - (b) to use, operate and repair those items of Stormwater Service Infrastructure contained within the site of this easement.

**Council Authorised Person** 

ePlan (DOC.3) (Sheet 5 of 10 sheets)

## Plan: DP270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

- 2.2 To enable the owner of the Benefited lot to exercise its rights and obligations under this easement, the owner of the Benefited lot has the unrestricted right:
  - (a) after giving reasonable notice to the owner of the Burdened lot (except in an emergency when notice is not required), to enter such part of the Burdened lot in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances;
  - (b) to remain on the Burdened lot for such reasonable time as may be necessary in the circumstances;
  - (c) to take anything on to the Burdened lot for purposes associated with the Benefited lot's rights and obligations; and
  - (d) to carry out work on the Burdened lot for purposes associated with the Benefited lot's rights and obligations.
- 2.3 In exercising the powers conferred by this easement, the owner of the Benefited lot must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner of the Burdened lot and any occupier of the Burdened lot;
  - (c) cause as little damage as is practicable to the Burdened lot and any improvements on it;
  - (d) restore the Burdened lot and any improvements on it as nearly as practicable to its former condition; and
  - (e) make good any damage attributable to the activities referred to in this easement.

Council Authorised Person

(Sheet 6 of 10 sheets)

# Plan: DP270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

- 2.4 The owner of the Burdened lot may relocate any item of Stormwater Service Infrastructure the subject of this easement to another location within the site of this easement or the Burdened lot.
- 2.5 In exercising the powers conferred by **clause 2.4** of this easement, the owner of the Burdened lot must:
  - (a) give reasonable notice to the owner of the Benefited lot of its intention to carry out any of the activities in **clause 2.4**;
  - (b) carry out all work at its cost;
  - (c) ensure the work is only carried out by properly qualified and licensed tradesmen;
  - (d) cause as little disruption to the Stormwater Service Infrastructure as is practicable in the circumstances;
  - (e) ensure all work is done properly;
  - (f) ensure the relocated site for the relevant item of Stormwater Service Infrastructure is suitable;
  - (g) ensure after relocation the relevant item of Stormwater Service Infrastructure is properly functioning;
  - (h) cause as little inconvenience as is practicable to the owners and occupiers of the Benefited lot; and
  - (i) make good any damage attributable to the activities referred to in this easement.

**Council Authorised Person** 

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ePlan (DOC.3)

(Sheet 7 of 10 sheets)

Plan: P270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the Corporations Act:

Signature of in Kinsella

Name of Director (block letters)

Signature of

Name of Director/Secretary (block letters)

EXECUTED by WENTWORTH POINT DEVELOPMENTS PTY LTD (ACN 146 480 640) in accordance with section 127 of the Corporations Act:

Signature of Director Kinsella

Name of Director (block letters)

Signature of Director / Secretary William Kinsella

Name of Director / Secretary (block letters)

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ePlan (DOC.3) (Sheet 8 of 10 sheets)

Plan: )P270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

SIGNED SEALED AND DELIVERED by MGLANTE WORD as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 under registered power of attorney No. 4376 Book 410 dated

in the presence of:

..... Signature of witness

LETGH BOWMAN

Name of witness (block letters)

19/242 PITT STREET SYDNEY

Address of witness (block letters)

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

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ePlan (DOC.3)

(Sheet 9 of 10 sheets)

# ${}^{\mathsf{Plan:}} DP270778$

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

## SIGNED SEALED AND DELIVERED by

as attorney for PROMINENT INVESTMENT HOLDING II (AUSTRALIA) LIMITED under registered power of attorney Book 4684 No. 115 dated 19 March 2615 in the presence of:

Signature of witness

JESSIGA WALLIS

Name of witness (block letters)

IFARRER PLACE, SYDNEY

Address of witness (block letters)

)

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

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ePlan (DOC.3) (Sheet 10 of 10 sheets)

# Plan: DP270778

Plan of subdivision of lot 4 in DP270778 covered by Subdivision Certificate No. SC 5/2015

## SIGNED SEALED AND DELIVERED by

as attorney for WESTPAC ADMINISTRATION PTY. LIMITED (ACN 008 617 203) under registered power of attorney Book 4678 No. (76 dated 16 Sectember 2014 in the presence of:

Signature of witness

HANH LUU

Name of witness (block letters) LEVEL 3, 275 KENT STREET SYDNEY NSW 2000

REGISTERED

Address of witness (block letters)

9.4.2015

STEPHANIE DENNYSON

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

TIER THREE ATTORNEY

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

ePlan (DOC.4)

(Sheet 1 of 9 sheets)

Plan: DP270778

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

Full name and address of the owner of the land: Fairmead Business Pty Ltd (ACN 069 006 426) Locked Bag 1400 MEADOWBANK NSW 2114

#### PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RIGHT OF ACCESS 20 WIDE (W)	12	9
2	EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTH (Z)	11 12	12 11
3	EASEMENT TO PERMIT ENCROACHING STRUCTURE AND SERVICES TO REMAIN VARIABLE WIDTH (AA)	11 12	12 11

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

ePlan (DOC.4) (Sheet 2 of 9 sheets)

Plan: DP270778

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Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

## PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RIGHT OF ACCESS 20 WIDE (T) (VIDE DP270778) (Doc. 3)	10 in DP270778	9 in DP270778
-2	-EASEMENT TO DRAIN WATER (VIDE -K868355)	• <del>8 in DP735225 -</del>	<del>10 in DP270778</del>

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ePlan (DOC.4) (Sheet 3 of 9 sheets)

Plan: DP270778

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

## PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

**Building** means the building erected on lots 11 and 12 in DP270778 at the date of registration of this instrument.

Service means any service, including:

- (a) potable water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) closed circuit television, video and audio services; and
- (k) a system for removal of sewage;
- (I) a stormwater drainage system;
- (m) a ventilation system;
- (n) a fire safety or control system;
- (o) a security system;
- (p) recycled water supply;
- (q) an irrigation system; and

Council Authorised Person

ePlan (DOC.4) (Sheet 4 of 9 sheets)

# Plan: DP270778

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

(r) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of a Benefited lot.

**Service Equipment** means any structures, machinery, plant, equipment and other things necessary for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

#### Sunset Date means 31 December 2019.

In this instrument unless the context clearly indicates otherwise:

- words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) **maintain** includes keep clean and tidy;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (h) a reference to a corporation includes its successors and permitted assigns;
- (i) a reference to a document is a reference to a document of any kind, including a plan;
- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;

**Council Authorised Person** 

ePlan (DOC.4) (Sheet 5 of 9 sheets)

Plan: DP270778

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (I) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 1 Terms of RIGHT OF ACCESS 20 WIDE (W) numbered 1 in the Plan

- 1.1 A "Right of access" in the terms set out in Part 14 of Schedule 8 of the *Conveyancing Act 1919* (NSW).
- 1.2 This easement expires and has no further force or effect on and from the Sunset Date.

## 2 Terms of EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTH (Z) numbered 2 in the Plan

- 2.1 Full and free right for the subjacent and lateral support of that part of the Building erected on the Benefited lot by all such other parts of the Building erected on the Burdened lot as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this easement effective.
- 2.2 Full and free right for the shelter of that part of the Building erected on the Benefited lot by all such other parts of the Building erected on the Burdened lot as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this easement effective.

**Council Authorised Person** 

ePlan (DOC.4) (Sheet 6 of 9 sheets)

# Plan: DP270778

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

## 3 Terms of EASEMENT TO PERMIT ENCROACHING STRUCTURE AND SERVICES TO REMAIN VARIABLE WIDTH (AA) numbered 3 in the Plan

- 3.1 The owner of a Benefited lot has the right at all times:
  - (a) to insist that the parts of the Building on the Benefited lot which encroached on the Burdened lot when this easement was created (Encroaching Structures) remain, but only to the extent they are within the site of this easement (Easement Site);
  - (b) to insist that the Service Equipment providing Services to the Building on the Benefited lot (Encroaching Service Equipment) which, when this easement was created, encroached on or were installed on or in the Burdened lot remain;
  - (c) the full and free right to the subjacent and lateral support by the Burdened lot of the Encroaching Structures and the Encroaching Services Equipment;
  - (d) to access to all relevant parts of the Burdened lot (either with or without workmen, tools and equipment) for the purposes of inspecting and repairing the Encroaching Structures and the Encroaching Services Equipment;
  - (e) to insist that the Encroaching Structures and the Encroaching Services Equipment remain; and
  - (f) to do all other things necessary in connection with ownership of the Encroaching Structures and the Encroaching Services Equipment.
- 3.2 The owner of a Burdened lot must not do or allow anything to be done to damage or interfere with the Encroaching Structures and the Encroaching Services Equipment.

## 4 NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS NUMBERED 1, 2, AND 3 IN THE PLAN,

Auburn City Council

**Council Authorised Person** 

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ePlan (DOC.4) (Sheet 7 of 9 sheets)

Plan: DP270778

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the Corporations Act:

Signature of Director

John Kinsella Name of Director (block letters)

King

Signature of Director/Secretary William Kinsella

Name of Director/Secretary (block letters)

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:61 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.4) (Sheet 8 of 9 sheets)

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

## SIGNED SEALED AND DELIVERED by

Plan: DP270778

LEIGH BOWMAN as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 under registered power of attorney Book 4376 No. 410

dated 18/11/2002 in the presence of:

Signature of witness ,

Burnard Keyloch Name of witness (block letters)

19/242 Pitt St SYDNEY

Address of witness (block letters)

By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:62 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.4) (Sheet 9 of 9 sheets)

# Plan: DP270778

Plan of subdivision of lot 10 in DP270778 covered by Subdivision Certificate No.

SIGNED SEALED AND DELIVERED by JON ROBERT LEWIS as
AUTHORIZED SIGNATORY -as attorney for PROMINENT INVESTMENT HOLDING II (AUSTRALIA) LIMITED ACN
166 234 653-under registered power of
Attorney
dated in the presence of:
Signature of witness
CHRISTIE CHING
Name of witness (block letters) 15/F., AIA CENTRAL, 1 CONNAUGHT

15/F., AIA CENTRAL, 1 CONNAUGHT ROAD CENTRAL, HONG KONG Address of witness (block letters) By executing this instrument the atterneystates that the atterney has received nonotice of revocation of the power of atterney-

AUTHORIZED SIGNATORY

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919. ePlan (DOC.5)

(Sheet 1 of 18 sheets)

Plan: DP270778

Full name and

address of the

owner of the

land:

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

Fairmead Business Pty Ltd (ACN 069 006 426) Suite 101, 25 Angas Street MEADOWBANK NSW 2114

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF LOT)	13	14 and 15
		14	13 and 15
		15	13 and 14
	EASEMENT FOR SERVICES (WHOLE OF LOT)	13	14 and 15
		14	13 and 15
		15	13 and 14
3	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	13	14 and 15
		14	13 and 15
		15	13 and 14

#### PART 1 (Creation)

Council Authorised Person

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(Sheet 2 of 18 sheets)

### Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No.SC-30/2015

#### PART 2 (Terms)

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

(a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Strata Management Statement, or any Rules, to access or use the particular Facility, and

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(b) fer the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the owner of the Benefited lot.

Authority means any national, state or local government, semi-government, quasigovernment or other judicial body or relevant authority and includes without limitation the Council.

**Community Association** means the community association constituted on registration of the Community Plan.

**Community Management Statement** means the community management statement registered with the Community Plan.

Community Plan means DP270778.

Council means Auburn City Council.

Council Authorised Person

(Sheet 3 of 18 sheets)

## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No.SC-30/2015

**Emergency** means any emergency situation, including one that involves a risk to a person's health or safety.

Equipment means materials, tools, implements, machinery and vehicles.

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

Law means any:

- (a) act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and
- (b) certificate, licence, consent, permit, approval and requirement of organisations having jurisdiction over Works.

Maintain includes:

- (a) keep clean and tidy;
- (b) maintain in good and serviceable condition;
- (c) maintain in structurally sound condition;
- (d) repair as necessary; and
- (e) replace as necessary.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

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Council Authorised Person

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### ePlan (DOC.5)

(Sheet 4 of 18 sheets)

## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a system for the removal and passage of sewage;
- (I) a system for the removal and passage of trade waste;
- (m) a system for the passage of water;
- (n) a mechanical ventilation system;
- (o) a fire safety or control system;
- (p) hydraulic services;
- (q) a security system;
- (r) escalators;
- (s) lifts;
- (t) closed circuit television video and audio services; and

Council Authorised Person

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(Sheet 5 of 18 sheets)

#### Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

(u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in-the-Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

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**Special Receiving Facility** means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

**Works** includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

#### 1.2 References to certain terms

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- a reference to a natural person includes their personal representatives, successors, and permitted assigns;

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(Sheet 6 of 18 sheets)

## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

- (g) a reference to a corporation includes its successors and permitted assigns;
- a reference to a document is a reference to a document of any kind, including a plan;
- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (I) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

**Council Authorised Person** 

(Sheet 7 of 18 sheets)

## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

#### 1.3 **Complying with the Community Management Statement**

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

- (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument; and
- (b) comply with the Community Management Statement, where applicable.

#### 1.4 **Positive covenants and maintenance requirements**

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

#### 1.5 Release and indemnity

- (a) This clause 1.5 applies to each easement in this instrument;
- (b) The owner of a Benefited lot and Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:
  - (i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;
  - (ii) loss, damage, expense or liability in respect of any other property; and

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#### ePlan (DOC.5)

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## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

- (iii) loss, expense or liability in respect of personal injury, disease, illness or death.
- (c) The relevant release and indemnity under clause 1.5(b) will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

## 2 TERMS OF EASEMENTTO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF LOT) NUMBERED 1 IN THE PLAN

2.1 The terms of the easement to permit encroaching structure to remain as set out in Schedule 8 of the *Conveyancing Act 1919* (NSW) are incorporated into this document.

## 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
  - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally and in each other plane, by the Burdened lot; and
  - (d) enter and remain, or direct persons authorised by the owner of a Benefited lot to enter and remain on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in

Council Authorised Person

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### Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

relation to Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.

- 3.2 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to any Service and Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such additional Service and Service Equipment as though they existed at the date of registration of this instrument.
- 3.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that some Services and associated Service Equipment may be maintained by the Community Association in accordance with the Community Management Statement.
- 3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.5 Before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (b) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 3.6 The owner of a Burdened lot may only withhold consent under clause 3.5 to the carrying out of the Works if, in the opinion of the owner of the Burdened lot, reasonably held, the physical result after the Works are carried out will substantially

Council Authorised Person

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## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 3.7 The owner of a Burdened lot may not withhold consent under clause 3.5 to the carrying out of Works if the Works:
  - (a) need to be carried out in circumstances which involve an emergency or a danger to public safety;
  - (b) are necessary to enable the owner of the Benefited lot to comply with any obligations under the Community Management Statement; or
  - (c) result from or arise out of any relevant Laws or the requirements of any Authority.
- 3.8 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - (a) to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as

Council Authorised Person



(Sheet 11 of 18 sheets)

### Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

reasonably practicable to its condition before the carrying out of the Works.

3.9 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.

## 4 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 3 in the Plan

- 4.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (Structural Improvements);
  - (b) require that the Structural Improvements on a Burdened lot remain at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (Sheltering Improvements); and
  - (d) require that the Sheltering Improvements on a Burdened lot remain at all times.
- 4.2 The owner of a Burdened lot must:
  - (a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and
  - (b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this clause 4.2.

Council Authorised Person

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(Sheet 12 of 18 sheets)

## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

- 4.3 If the owner of a Burdened lot fails to comply with its obligations under this easement, the owner of the Benefited lot has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations.
- 4.4 If the owner of a Burdened lot fails to comply with a notice given under **clause 4.3** within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the owner of the Benefited lot has the right, but not the obligation, to carry out Works to remedy the failure to comply specified in the notice; and
  - (b) the owner of the Burdened lot must pay the owner of the Benefited lot, within 14 days of receipt of a demand from the owner of the Benefited lot, the costs reasonably and properly incurred by the owner of the Benefited lot in carrying out those Works.
- 4.5 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - (a) to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage **a**s possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as

Council Authorised Person

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## ePlan (DOC.5)

(Sheet 13 of 18 sheets)

## Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. **SC-30/2015** 

reasonably practicable to its condition before the carrying out of the Works.

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#### ePlan (DOC.5)

(Sheet 14 of 18 sheets)

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No.SC-30/2015

EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the Corporations Act:

Signature of Director

Plan: DP270778

John Kinsella

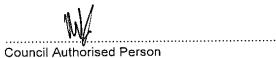
Name of Director (block letters)

Whinst

Signature of Director/Secretary

William Kinsella

Name of Director/Secretary (block letters)





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#### ePlan (DOC.5)

(Sheet 15 of 18 sheets)

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

SIGNED SEALED AND DELIVERED by

Malone. John

Plan: DP270778

as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 under registered power of attorney

Book 4692 No. 517dated 36  $JM_{2012}$  in the presence of:

Signature of witness

ANASTASIA Kalogiannis

Name of witness (block letters) Still + Staney.

Address of witness (block letters)

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

..... Council Authorised Person



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#### ePlan (DOC.5)

(Sheet 16 of 18 sheets)

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Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

SIGNED SEALED AND DELIVERED by STUDRT PETER DIXAN-SMITTIG as attorney for PROMINENT INVESTMENT HOLDING II (AUSTRALIA) LIMITED ACN 166 234 653 under registered power of ) attorney BOOK 4703 No. 403 MARCH 226 in the presence of dated 7 By executing this instrument the attorney Signature of witness states that the attorney has received no notice of revocation of the power of attorney JANET CATHERINE DRON-Smith Name of witness (block letters) 5 PUNCH ST, BALMAIN NSW

Address of witness (block letters)

Plan: DP270778

Council Authorised Person

S:5494679\_2 PJM

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ePlan (DOC.5)

(Sheet 17 of 18 sheets)

Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

SIGNED SEALED AND DELIVERED by			
ANASTASIA			
KALOGIANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493)			
under registered power of attorney			
under registered power of attorney Book 4692 No. 517 dated 04.08.15 in the presence of:			
Art			
Signature of witness			

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

KIT LIEW

Name of witness (block letters)

242 PITT 57 STONEY NL 2000

Address of witness (block letters)

**Council Authorised Person** 

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## ePlan (DOC.5)

(Sheet 18 of 18 sheets)

Plan: DP270778

Plan of subdivision of Lot 8 & 9 in DP270778 covered by Subdivision Certificate No. SC-30/2015

#### SIGNED SEALED AND DELIVERED by

as attorney for A3 SG ALPHA PTE. LTD under registered power of attorney Book 4700 No. 510 dated 23 DECEMBER 2005 in the presence of:

Signature of witness

TIM MEIKLEJOHN

Name of witness (block letters)

LEVEL 61, I FREEL MALE, GOVERNOR MILLIN TOWER, SYDNEY NSW 2000

Address of witness (block letters)

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

DAVID FLANNERY

Council Authorised Person

REGISTERED

5:5494679\_2 PJM

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

ePlan (DOC.6) (Sheet 1 of 36 sheets)

Plan: DP270778

Full name and

address of the owner of the

land:

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

Fairmead Business Pty Ltd (ACN 069 006 426) Suite 101, 25 Angas Street MEADOWBANK NSW 2114

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lot 16	Lots 17 and 18
		Lot 17	Lots 16 and 18
		Lot 18	Lots 16 and 17
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lot 16	Lots 17 and 18
		Lot 17	Lots 16 and 18
		Lot 18	Lots 16 and 17
3	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF LOT)	Lot 16	Lots 17 and 18
		Lot 17	Lots 16 and 18
		Lot 18	Lots 16 and 17
4	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	Lot 16	Lot 17
		Lot 17	Lot 16
5	RIGHT OF PUBLIC ACCESS 16 WIDE (LIMITED IN STRATUM) (AC)	Lot 18	Auburn City Council

## PART 1 (Creation)

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## ePlan (DOC.6)

(Sheet 2 of 36 sheets)

## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
6	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AD)	Lot 16	Lot 17
7	RIGHT OF ACCESS 2.9 WIDE (LIMITED IN STRATUM) (AE)	Lot 16	Lot 17
8	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AF)	Lot 16	Lot 17
9	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AG)	Lot 16	Lot 17
10	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AH <b>)</b>	Lot 16 Lot 17	Lot 17 Lot 16
11	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AI)	Lot 16	Lot 17
12	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ)	Lot 17	Lot 16
13	EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AK <b>)</b>	Lot 16	Lot 17
14	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AL)	Lot 16	Ausgrid

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## ePlan (DOC.6)

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
15	EASEMENT TO ACCESS AND USE CLICK AND COLLECT BAY 2.6 AND 5 WIDE (LIMITED IN STRATUM) (AM)	Lot 18	Auburn City Council and Lot 11 in DP270778

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Draft Deposited Plan Instrument

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## ePlan (DOC.6)

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

#### Part 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RIGHT OF ACCESS 5.8 METER(S) WIDE (LIMITED IN STRATUM) (B) (VIDE DP270778 (DOC. 2))	CP/SP90076	Lot 18
2	EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C) (VIDE DP270778 (DOC. 2))	CP/SP90076	Lot 18
3	EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (D) (VIDE DP270778 (DOC. 2))	CP/SP90076	Lot 18
4	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E) (VIDE DP270778 (DOC. 2))	CP/SP90076	Lot 18
5	EASEMENT FOR WASTE STORAGE AND COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (H) (VIDE DP270778 (DOC. 2))	CP/SP90076	Lot 18
6	RIGHT OF ACCESS 5.8 WIDE (LIMITED IN STRATUM) (K) (VIDE DP270778 (DOC. 2))	CP/SP90076	Lot 18

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Draft Deposited Plan Instrument

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(Sheet 5 of 36 sheets)

#### Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

#### PART 2 (Terms)

#### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

- (a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Strata
   Management Statement, or any Rules, to access or use the particular
   Facility; and
- (b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the owner of the Benefited lot.

#### Authorised Vehicles means:

- (a) public transport vehicles;
- (b) emergency service vehicles;
- (c) any other vehicles undertaking services for or on behalf of an Authority, such as garbage trucks; and
- (d) any other vehicles of less than 2 tonnes in weight.

Authority means any national, state or local government, semi-government, quasigovernment or other judicial body or relevant authority and includes without limitation the Council.

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(Sheet 6 of 36 sheets)

## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

Building means the building constructed within lots 16 and 17 in the Plan.

Click and Collect Bay has the meaning given to it in clause 11.2.

Committee means the building management committee constituted in accordance with the Strata Management Statement.

**Community Association** means the community association constituted on registration of the Community Plan.

**Community Management Statement** means the community management statement registered with the Community Plan.

Community Plan means DP270778.

Council means Auburn City Council.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Emergency Equipment includes fire extinguishers, fire hoses and any other equipment available designed for a similar use.

Equipment means materials, tools, implements, machinery and vehicles.

Facility has the meaning given to it in the Strata Management Statement.

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

Last Registration Date means the date on which the strata plan subdividing lot 17 in the Plan is registered.

Law means any:

(a) act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and

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Council Authorised Person

Draft Deposited Plan Instrument

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(Sheet 7 of 36 sheets)

## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

(b) certificate, licence, consent, permit, approval and requirement of organisations having jurisdiction over Works.

#### Maintain includes:

- (a) keep clean and tidy;
- (b) maintain in good and serviceable condition;
- (c) maintain in structurally sound condition;
- (d) repair as necessary; and
- (e) replace as necessary.

Rules has the meaning given to it in the Strata Management Statement.

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;

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Draft Deposited Plan Instrument

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a system for the removal and passage of sewage;
- a system for the removal and passage of trade waste;
- (m) a system for the passage of water;
- (n) a mechanical ventilation system;
- (o) a fire safety or control system;
- (p) hydraulic services;
- (q) a security system;
- (r) escalators;
- (s) lifts;
- (t) closed circuit television video and audio services; and
- (u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, motor, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

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Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Strata Management Statement means the strata management statement in force in respect of the Building.

Works includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

#### 1.2 References to certain terms

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;

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- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (!) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened** lot or a **Benefited** lot includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 1.3 Complying with the Strata Management Statement and Community Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

 (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument;

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- (b) comply with the Community Management Statement, where applicable; and
- (c) comply with the Strata Management Statement, where applicable.

## 1.4 Positive covenants and maintenance requirements

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

## 1.5 Section 8AB of the Strata Schemes (Freehold Development) Act 1973

If section 8AB of the *Strata Schemes (Freehold Development) Act 1973* (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 8AB are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

## 2 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

- 2.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support,
     supported vertically, horizontally, and in any other plane by Improvements
     on a Burdened lot which are capable of affording support to the Benefited
     lot (Structural Improvements);
  - (b) require that the Structural Improvements remain on a Burdened lot at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (Sheltering Improvements); and

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- (d) require that the Sheltering Improvements remain on a Burdened lot at all times.
- 2.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - some of the Structural Improvements and Sheltering
       Improvements will be Facilities which will be Maintained by the
       Committee; and
    - the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 2.3 For the purpose of the operation of section 8AA of the *Strata Schemes (Freehold Development) Act 1973* (NSW), if the terms of this easement and the terms referred to in section 8AA are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this instrument prevail.

## 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot which, at the Last Registration Date, passes through, or is situated in, the Burdened lot;

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- (b) the ongoing use of any Service Equipment in a Burdened lot through which, at the Last Registration Date, a Service passes to or from the Benefited lot (Relevant Service Equipment);
- (c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and
- (d) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.
- 3.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) some of the Services and associated Relevant Service Equipment will be Facilities which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining such Services and associated Relevant Service Equipment as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 3.3 The owner of a Benefited lot must Maintain:
  - (a) Relevant Service Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and

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- (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 3.3**.
- 3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment which:
  - (a) is a Facility; and
  - (b) if, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Relevant Service Equipment,

so that it is fit to be used for its intended purpose.

- 3.5 Subject to **clauses 3.6** and **3.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 3.6 The owner of a Benefited lot is not obliged to comply with clauses 3.5(a) to 3.5(d) where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

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- 3.7 The owner of a Benefited lot is not obliged to comply with clauses 3.5(c) and 3.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;
  - (b) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement, or the Community Management Statement;
  - (c) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement or the Community Management Statement; or
  - (d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 3.8 The owner of a Burdened lot may only withhold consent under clause 3.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 3.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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- (c) ensure that:
  - (i) all necessary safety measures are taken;
  - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
  - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
  - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 3.10 If the owner of a Benefited lot fails to comply with its obligations under clause 3.3(a) in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 3.11 If the owner of a Benefited lot fails to comply with a notice given under clause 3.10 within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the owner of the Benefited lot must pay the owner of the Burdened lot,
     within 14 days of receipt of a demand from the owner of the Burdened lot,
     the costs reasonably and properly incurred by the owner of the Burdened
     lot under this clause 3.11.
- 3.12 In addition to its rights under clauses 3.10 and 3.11 if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner

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of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

3.13 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 4 Terms of EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF LOT) numbered 3 in the Plan

- 4.1 An easement in the terms set out in Part 13 of Schedule 8 of the *Conveyancing Act 1919* (NSW).
- 5 Terms of EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) numbered 4 in the plan
- 5.1 The owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:
  - (a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (Easement Site), in order to exit the Benefited lot; and
  - (b) use any Emergency Equipment located on a Burdened lot.
- 5.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;

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- (b) only use the Easement Site and Emergency Equipment for their intended purposes;
- (c) comply with the Strata Management Statement and any applicable Rules; and
- (d) comply with any reasonable directions of:
  - (i) the Committee or any person authorised by the Committee; or
  - (ii) the owner of the Burdened lot.
- 5.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) part of the Easement Site and the Emergency Equipment will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

# 6 Terms of RIGHT OF PUBLIC ACCESS 16 WIDE (LIMITED IN STRATUM) (AC) numbered 5 in the Plan

6.1 The Council and persons authorised by the Council, which persons include members of the public (**Council Authorised Persons**), have the right to pass across the site of this easement (**Easement Site**), subject to complying with the terms set out in this easement.

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- 6.2 The rights granted under this easement:
  - (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) are for the Council and Council Authorised Persons to use the Easement Site on a non-exclusive basis; and
  - (c) may only be exercised on foot or using wheelchairs or disabled access aids or by Authorised Vehicles.
- 6.3 In exercising rights under this easement, the Council and Council Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the Click and Collect Bay to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Click and Collect Bay;
  - (c) only use the Click and Collect Bay for their intended purpose so as not to cause or permit any hazards or nuisances;
  - (d) only park or stand a motor vehicle on the site of this easement where expressly permitted and for the time permitted;
  - (e) comply with the reasonable directions on any signage erected on the Burdened lot;
  - (f) take all reasonable precautions so that no damage is caused to the Click and Collect Bay, Easement Site or any other part of the Burdened lot; and
  - (g) comply with all Laws and the requirements of all Authorities regarding the Easement Site.

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6.4 The Council and Council Authorised Persons must not park or stand a motor vehicle or trailer on the Burdened lot, except where expressly permitted and for the time permitted.

Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS 16 WIDE (LIMITED IN STRATUM) (AC) numbered 5 in the Plan:

Auburn City Council

- 7 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AD) and RIGHT OF ACCESS 2.9 WIDE (LIMITED IN STRATUM) (AE) numbered 6 and 7 respectively in the Plan
- 7.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (Easement Site) by any reasonable means to go to or from the Benefited lot.
- 7.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

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- 7.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 7.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 7.5 Subject to clauses 7.6 and 7.7, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

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- 7.6 The owner of a Benefited lot is not obliged to comply with clauses 7.5(a) to 7.5(d) where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 7.7 The owner of a Benefited lot is not obliged to comply with **clauses 7.5(c)** and **7.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 7.8 The owner of the Burdened lot may only withhold consent under clause 7.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 7.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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- (c) ensure that:
  - (i) all necessary safety measures are taken;
  - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
  - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
  - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 7.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.
- 8 Terms of EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AF), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AG), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AH), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AI) and EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AJ) numbered 8, 9, 10, 11 and 12 respectively in the Plan
- 8.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles.
- 8.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

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- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
- (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
- (c) comply with the Strata Management Statement and any applicable Rules; and
- (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 8.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 8.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

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- 8.5 Subject to **clauses 8.6** and **8.7** before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 8.6 The owner of a Benefited lot is not obliged to comply with clauses 8.5(a) to 8.5(d) where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 8.7 The owner of a Benefited lot is not obliged to comply with clauses 8.5(c) and 8.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 8.8 The owner of the Burdened lot may only withhold consent under clause 8.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

Council Authorised Person

Draft Deposited Plan Instrument

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 8.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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## Plan:DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

8.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 9 Terms of EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AK) numbered 13 in the Plan

- 9.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the services room located on the site of this easement (Services Room).
- 9.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Services Room;
  - (b) take all reasonable precautions so that no damage is caused to the Services Room or any other part of the Building;
  - (c) only use the Services Room for its intended purpose so as not to cause or permit any hazards or nuisances;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 9.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of the Burdened lot is

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

- (b) it is intended that:
  - (i) the Services Room will be a Facility which will be Maintained by the Committee; and
  - the costs associated with the Committee Maintaining the Services Room as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 9.4 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Services Room, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Services Room so that it is fit to be used for its intended purpose.
- 9.5 Subject to clauses 9.6 and 9.7, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 9.6 The owner of the Benefited lot is not obliged to comply with clauses 9.5(a) to 9.5(d) where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

- 9.7 The owner of the Benefited lot is not obliged to comply with clauses 9.5(c) and9.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 9.8 The owner of the Burdened lot may only withhold consent under clause 9.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 9.9 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 9.10 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 10 Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AL) numbered 14 in the Plan

10.1 An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES in the terms set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AL) numbered 14 in the Plan:

Ausgrid

11 Terms of EASEMENT TO ACCESS AND USE CLICK AND COLLECT BAY 2.6 AND 5 WIDE (LIMITED IN STRATUM) (AM) numbered 15 in the Plan

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#### Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

- 11.1 The Council and persons authorised by the Council, which persons include members of the public (Council Authorised Persons), have the right to pass across the site of this easement (Easement Site), subject to complying with the terms set out in this easement.
- 11.2 The owner of the Benefited lot and persons authorised by the owner of the Benefited lot (**Click and Collect Authorised Persons**), have the right, consistent with the rights of other persons having the same or similar rights, to access and use the parking bays which are located on the site of this easement (**Click and Collect** Bay).
- 11.3 The owner of the Benefited lot has the right to:
  - (a) erect signage and place line markings on or around the Click and Collect Bay; and
  - (b) impose limitations on the length of time that a motor vehicle can remain within the Click and Collect Bay.
- 11.4 The owner of the Benefited lot must, whilst undertaking any works, including placing line marks, in the Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as
       possible is caused to the Burdened lot; and

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

- (iv) as soon as reasonably practicable after completing the carrying out of the works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the works.
- 11.5 The rights granted under this easement:
  - (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) are for the Council and Council Authorised Persons to use the Easement Site on a non-exclusive basis; and
  - (c) may only be exercised on foot or using wheelchairs or disabled access aids or by Authorised Vehicles.
- 11.6 When exercising rights or complying with obligations under this easement, the Council and Council Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the Click and Collect Bay to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Click and Collect Bay;
  - (c) only use the Click and Collect Bay for their intended purpose so as not to cause or permit any hazards or nuisances;
  - (d) only park or stand a motor vehicle on the site of this easement where expressly permitted and for the time permitted;
  - (e) comply with the reasonable directions on any signage erected on the Burdened lot;

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## Plan: DP270778

Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

- (f) take all reasonable precautions so that no damage is caused to the Click and Collect Bay, Easement Site or any other part of the Burdened lot; and
- (g) comply with all Laws and the requirements of all Authorities regarding the Easement Site.

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ePlan (DOC.6)

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Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

**EXECUTED** by **FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426)** in accordance with section 127 of the Corporations Act:

Signature of Director

Plan: DP270778

John Kinsella

Name of Director (block letters)

**EXECUTED** by **WENTWORTH POINT DEVELOPMENTS PTY LTD (ACN 146 480 640)** in accordance with section 127 of the Corporations Act:

Signature of Director

John Kinsella

Name of Director (block letters)

Signature of Director/Secretary

William Kinsella

Name of Director/Secretary (block letters)

Signature of Director/Secretary

William Kinsella

Name of Director/Secretary (block letters)

Council Authorised Person

Draft Deposited Plan Instrument

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#### ePlan (DOC.6)

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Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

#### SIGNED SEALED AND DELIVERED by

Plan: DP270778

as attorney for WESTPAC ADMINISTRATION PTY LTD (ACN 008 617 203) under registered power of attorney Book 4678 No. 176 dated 16 SEPTEMBER 2014 in the presence of:

Signature of witness

Name of witness (block letters) LEVEL 20,775 KENT ST SYDNEY NSW 2000

Address of witness (block letters)

STEPHANIE DEWNYSON

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



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ePlan (DOC.6)

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Plan of subdivision of Lot 7 in DP270778 covered by Subdivision Certificate No. sc-11/2015

#### SIGNED SEALED AND DELIVERED by

as attorney for Ausgrid (ABN 67 505 337 385) under registered power of attorney Book 4693 No. 331 dated in the presence of:

Plan: DP270778

Signature of witness Lisa Jane Anderson Name of witness (block letters) 570 GEORGE STREET

570 GEORGE STREET SYDNEY NSW 2000 Address of witness (block letters)

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

Michael McHugh

Manager - Property & Fleet

Council Authorised Person

Draft Deposited Plan Instrument

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ePlan (DOC.7) (Sheet 1 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S \subset 84 206$ 

Full name and address of the owner of the land: Fairmead Business Pty Ltd (ACN 069 006 426) Locked Bag 1400 MEADOWBANK NSW 2114

WP Block H Pty Ltd (ACN 606 790 872) Locked Bag 1400 MEADOWBANK NSW 2114

Community Association DP270778 c/ - Netstrata 298 Railway Parade CARLTON NSW 2218

Number of Identity of easement, profit à prendre, Burdened lot(s) Benefited lot(s), item shown restriction on the use of land or road(s), bodies or parcel(s) in the positive covenant to be created and or Prescribed intention referred to in the Plan Authority panel on the Plan 1 EASEMENT FOR SUPPORT AND 19 20 to 22 inclusive SHELTER (WHOLE OF LOT) 19 and 21 to 23 20 inclusive 19. 20 and 22 21 22 19 to 21 inclusive and 23 23 20 and 22

PART 1 (Creation)

> ePlan (DOC.7) (Sheet 2 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. SC/S4/2oi

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authority
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	19 20	20 to 23 inclusive 19 and 21 to 23 inclusive
		21	19, 20, 22 and 23
		22	19 to 21 inclusive and 23
		23	19 to 22 inclusive
3	EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)	19	20 to 22 inclusive
		20	19 and 21 to 23 inclusive
		21	19, 20, 22 and 23
		22	19 to 21 inclusive and 23
		23 MT	19 to 22 inclusive
4	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AO)	DP270778, 21 and 22	Roads and Maritime Services and
		PART LOT 1 IN DO270778, 21 and 22 LAT	City of Parramatta Council

ePlan (DOC.7)

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. SC 8-4 2016

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s) <i>U</i> T	Benefited lot(s), road(s), bodies or Prescribed Authority
5	EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP)	PAer Lot 1 in DP270778, 20, 21, 22 and 24	Roads and Maritime Services and A <del>usgrid</del>
6 <i>ll</i> T	RIGHT OF PUBLIC ACCESS 20 WIDE (LIMITED IN STRATUM) (AQ)	20 and Lot 24	City of Parramatta Council
7	EASEMENT FOR COMMUNICATION SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AR)	19, 20, 21, 22 and Lot 1 in DP270778	Roads and Maritime Services
8	EASEMENT TO DRAIN WATER 1.5 WIDE (LIMITED IN STRATUM) (AS)	20	Roads and Maritime Services
9	EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AT)	21 and 22 	Roads and Maritime Services
10	POSITIVE COVENANT (AV)	ΡΑΦΤ Lot 1 in DP270778, 21 and 22	Roads and Maritime Services
11	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AV)	Lot 1 in DP270778, 19 to 22 inclusive	Ausgrid

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ePlan (DOC.7) (Sheet 4 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc/8-4/2016

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authority
12	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM) (AW)	24	22 and 23
13	EASEMENT FOR OVERHANG 2 WIDE (LIMITED IN STRATUM) (AX)	20	22
14	RIGHT OF ACCESS 17.5 & 20 WIDE (AY)	Lot 11 in DP270778	Roads and Maritime Services
15	EASEMENT FOR ACCESS AND 25 MAINTENANCE PURPOSES 17.5 & 20 WIDE (AZ)	Lot 11 in DP270778	Roads and Maritime Services
16	RESTRICTION ON USE OF LAND	Lot 1 in DP270778, 21 and 22	Ausgrid

ePlan (DOC.7) (Sheet 5 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. S < 84 206

PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement or profit à prendre to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RIGHT OF PUBLIC ACCESS (VIDE 1156412)	14 and 12 in DP270778	City of Parramatta Council

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ePlan (DOC.7) (Sheet 6 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S = \frac{84}{2016}$ 

#### PART 2 (Terms)

1.1 In this instrument, unless the context clearly indicates otherwise:

Ausgrid Easement Area means the land the subject of the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AV) numbered 11 in the Plan.

#### Authorised Bridge Vehicles means:

- (a) public transport vehicles, such as buses;
- (b) emergency service vehicles; and
- (c) any other vehicles undertaking services for or on behalf of an Authority.

#### Authorised Vehicles means

- (a) Authorised Bridge Vehicles; and
- (b) any other vehicles of less than 2 tonnes in weight.

Authority means any national, state or local government, semi-government, quasigovernment or other judicial body or relevant authority and includes without limitation the Council and RMS.

**Bridge** means the public infrastructure owned by RMS and to be known as the Homebush Bay Bridge to be used for the purpose of, amongst other things, a bus transitway connecting Wentworth Point to Rhodes West.

**Community Association** means the community association constituted on registration of the Community Plan.

**Community Scheme** means the community scheme created on the registration of DP270778.

**Communication Service** means the communication services required to operate the bus lane camera located on the Bridge.

**Community Management Statement** means the community management statement registered with the Community Plan.

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Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S \subset \left\{ \frac{84}{2016} \right\}$ 

Consent Authority means the Council or the relevant consent authority at the time.

Council means the City of Parramatta Council.

**Emergency** means any emergency situation, including one that involves a risk to a person's health or safety.

Equipment means materials, tools, implements, machinery and vehicles.

Laws means:

Plan: DP270778

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

Pedestrians means persons on foot or using wheelchairs or disabled access aids.

**Prescribed Traffic Control Device** has the meaning given to it in s 121 of the *Road Transport Act 2013* (NSW).

**Prescribed Traffic Control Device Work** means carry out any activity in connection with the construction, erection, installation, maintenance, repair, removal or replacement of a Prescribed Traffic Control Device.

Roads Act means the Roads Act 1993 (NSW).

Roads Authority has the meaning given to it in the Roads Act.

RMS means Roads and Maritime Services (ABN 76 236 371 088).

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service, including:

(a) potable water supply;

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## Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sci 84 2016

- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) closed circuit television, video and audio services; and
- (k) a system for removal of sewage;
- (I) a stormwater drainage system;
- (m) a ventilation system;
- (n) a fire safety or control system;
- (o) a security system;
- (p) recycled water supply;
- (q) an irrigation system; and
- (r) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of a Benefited lot.

**Service Equipment** means the structures, machinery, plant, equipment for the purposes of providing or facilitating the provision of a Communication Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, motor, pole, aerial or other means by or through which a Communication Service is or is to be provided or its provision to be facilitated.

**Strata Plan** means a strata plan registered in accordance with the *Strata Schemes* (*Freehold Development*) *Act* 1973 (NSW).

**Council Authorised Person** 

(Sheet 9 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S \subset \{S \not= \downarrow\} 2 \supset \{S \not= j\} 2 \bigcap \{S = j\} 2 \bigcap$ 

Strata Scheme means the strata scheme created on registration of the Strata Plan.

Traffic Control Work means the carrying out of any activity in connection with the construction, erection, installation, maintenance, repair, removal or replacement of a Traffic Control Facility.

Traffic Control Facility has the meaning given to it in the Transport Act.

Transport Act means the Transport Administration Act 1988 (NSW).

**Works** means repairs, maintenance, testing, examining, cleaning, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

1.2 In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation or community association and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) maintain includes keep clean and tidy;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument under otherwise specified;
- (f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (h) a reference to a corporation includes its successors and permitted assigns;
- a reference to a document is a reference to a document of any kind, including a plan;

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Council Authorised Person

(Sheet 10 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc 8-4 2016

- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (I) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- a requirement to do any thing includes a requirement to cause that thing to be done;
- (0) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

#### 3 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

- 3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (Structural Improvements);
  - (b) require that the Structural Improvements on a Burdened lot remain at all times;

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Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. SC | S-4 | 20| C

- (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (**Sheltering Improvements**); and
- (d) require that the Sheltering Improvements on a Burdened lot remain at all times.
- 3.2 The owner of a Burdened lot must:

Plan: DP270778

- (a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and
- (b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this **clause 3.2**.
- 3.3 The owner of a Burdened lot must, while Works are being carried out in accordance with **clause 3.2**, take all reasonable steps to minimise interruption to or interference with any Service and any associated Service Equipment.
- 3.4 If the owner of a Burdened lot fails to comply with its obligations under this easement, the owner of a Benefited lot has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations.
- 3.5 If the owner of a Burdened lot fails to comply with a notice given under **clause 3.4** within a reasonable time after its service, having regard to the type of work or act required, the owner of the Benefited lot has the right, but not the obligation, to do all things reasonably necessary to remedy the failure to comply specified in the notice.
- 3.6 The owner of the Burdened lot must pay the owner of the Benefited lot within 14 days of a demand from the owner of the Benefited lot, the costs reasonably and properly incurred by the owner of the Benefited lot to remedy the failure to comply specified in the notice given under **clause 3.4**.
- 3.7 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:

**Council Authorised Person** 

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## Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc. 84206

- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
- (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
- 3.8 as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

#### 4 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 4.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
  - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally and in each other plane, by the Burdened lot; and
  - (d) enter and remain, or direct persons authorised by the owner of a Benefited lot to enter and remain on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in relation to Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 4.2 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to any Service and Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S = \left( \begin{array}{c} S + \\ S + \\ \end{array} \right) \left( \begin{array}{c} 2 \\ \end{array} \right) \left( \begin{array}{c} S \end{array} \right) \left( \begin{array}{c} S \\ \end{array} \right) \left( \begin{array}{c} S \end{array} \right)$ 

additional Service and Service Equipment as though they existed at the date of registration of this instrument.

- 4.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that some Services and associated Service Equipment may be maintained by the Community Association in accordance with the Community Management Statement.
- 4.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 4.5 Before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (b) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 4.6 The owner of a Burdened lot may only withhold consent under **clause 4.5(c)** to the carrying out of the Works if, in the opinion of the owner of the Burdened lot, reasonably held, the physical result after the Works are carried out will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.
- 4.7 The owner of a Burdened lot may not withhold consent under **clause 4.5(c)** to the carrying out of Works if the Works:
  - (a) need to be carried out in circumstances which involve an emergency or a danger to public safety;
  - (b) are necessary to enable the owner of the Benefited lot to comply with any obligations under the Community Management Statement; or
  - (c) result from or arise out of any relevant Laws or the requirements of any Authority.

Council Authorised Person

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. SC = 8-4 + 2016

- 4.8 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - (iv) all necessary safety measures are taken;
    - (v) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
    - (vi) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (vii) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 4.9 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.

Council Authorised Person

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S_{C}$  84 2016

#### 5 Terms of EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) numbered 3 in the Plan

An "Easement for drainage of water" in the terms set out in Part 8 of Schedule 8 of the *Conveyancing Act 1919* (NSW).

## 6 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AO) numbered 4 in the Plan

- 6.1 Council, RMS and persons authorised by Council or RMS, which persons include members of the public (Authorised Persons), have the right to pass across the site of this easement (Easement Site), subject to complying with the terms set out in this easement.
- 6.2 The rights granted under this easement:
  - (a) are subject to the rights of any owners and occupiers of any lot of the Community Scheme and other persons lawfully entitled to use the Community Scheme from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) are for Council, RMS and Authorised Persons to use the Easement Site on a non-exclusive basis for the purpose of allowing:
    - Authorised Bridge Vehicles, Pedestrians and cyclists to access the Bridge and any designated bus stops and shelters located within the Easement Site; and
    - (ii) Authorised Vehicles, Pedestrians and cyclists to access Hill Road and Burroway Road, Wentworth Point.
- 6.3 In exercising rights under this easement, Council, RMS and Authorised Persons must:
  - (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
  - (b) cause as little inconvenience as is practicable to any owners or occupiers of the Community Scheme.

ePlan (DOC.7) (Sheet 16 of 33 sheets)

Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc 84 20 (G

- 6.4 Members of the public must not park or stand a motor vehicle or trailer on the Burdened lot, except where expressly permitted or as otherwise authorised by the owner of the Burdened lot.
- 6.5 RMS has the same rights and powers in relation to the Easement Site that it would have under the Roads Act if the Easement Site was declared a public road to which the Roads Act applies, and RMS was declared to be the Road Authority for that road.
- 6.6 The owner of the Burdened lot must, at its cost, do all things required to maintain and repair the Easement Site to a safe and trafficable standard so that it can be used for its intended purpose as a road to the satisfaction of RMS.
- 6.7 If the owner of the Burdened lot fails to comply with its obligations under **clause 6.6** then RMS has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations.
- 6.8 If the owner of the Burdened lot fails to comply with a notice given under **clause 6.7** within a reasonable time after its service, having regard to the nature of the action required, then RMS has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice at the cost of the owner of the Burdened lot.
- 6.9 Subject to **clause 6.10**, before undertaking any action under **clause 6.8**, including the carrying out Works on the Easement Site, RMS must provide the owner of the Burdened lot:
  - (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 6.8**; and
  - (b) a Schedule of Works to be carried out on the Easement Site.

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. S = 842016

6.10 RMS is not obliged to comply with **clause 6.9** where, in the opinion of RMS, reasonably held, there is an Emergency.

## Name of Authority empowered to release, vary or modify the RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (AO) numbered 4 in the Plan:

City of Parramatta Council and Roads and Maritime Services

#### 7 Terms of EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP) numbered 5 in the Plan

- 7.1 RMS and persons authorised by RMS (**RMS Authorised Persons**) have the right to:
  - (a) pass and repass over the site of this easement (**RMS Easement Site**); and
  - (b) enter and remain, or direct RMS Authorised Persons to enter and remain, on the RMS Easement Site for a reasonable time, together with any Equipment or motor vehicles necessary,

for the purpose of accessing and inspecting the Bridge, and the abutment of the Bridge, and carrying out works to the Bridge, and the abutment of the Bridge, including undertaking works for repair, maintenance and other associated purposes, subject to complying with the terms set out in this easement.

- 7.2 The rights granted under this easement:
  - (a) are subject to the rights of any owners and occupiers of any lot of the Community Scheme and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the RMS Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement; and
  - (b) are for RMS and RMS Authorised Persons to use the RMS Easement Site on a non-exclusive basis.

Council Authorised Person

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Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S \subset 842016$ 

Name of Authority empowered to release, vary or modify the EASEMENT FOR ACCESS EOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP) numbered 5 in the Plan:

Roads and Maritime Services

Plan: DP270778

- 8 Terms of RIGHT OF PUBLIC ACCESS 20 WIDE (LIMITED IN STRATUM) (AQ) numbered 6 in the Plan
- 8.1 The owner of the Burdened lot will not construct any building or wall closer than 20 metres from the eastern outer edge of the seawall, used to protect the Burdened lot from the tides in Homebush Bay (**20 Metre Zone**). The landward or western extent of the 20 Metre Zone coincides with the 'RIGHT OF PUBLIC ACCESS 20 WIDE AND VARIABLE (LIMITED IN STRATUM) (AQ)' within the Burdened lot (**Easement Site**).
- 8.2 The owner of the Burdened lot grants to the relevant Authority, including (without limitation) members of the public, the full and free right to go, pass and repass over the Easement Site on the terms set out in this easement.
- 8.3 The rights granted under this easement:
  - (a) are subject to the right of the owner of the Burdened lot, and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights and the public access granted under this easement;
  - (b) are for the relevant Authority and the public to utilise the Easement Site on a non-exclusive basis;
  - (c) may be exercised on foot or using wheelchairs or disabled access aids or by vehicles less than 2 tonnes in weight;
  - (d) may be exercised with or without animals;
  - (e) may be exercised for recreational purposes only; and

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq 84 2016$ 

- (f) are subject to possible temporary restrictions imposed by the owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
- 8.4 The owner of the Burdened lot and the relevant Authority agree that:
  - (a) the Easement Site (other than such parts as the Consent Authority agrees are reasonable to exempt from the Easement Site) is available for dedication or transfer to a public authority to create public open space (classified as community land categorised as a park under Chapter 6 Part 2 of the Local Government Act 1993 (NSW)) for a term no less than the life of the Strata Scheme at any time in the future and at no cost to the public authority; and
  - (b) the dedication or transfer of the Easement Site will occur at a time agreed between the owner of the Burdened lot and the relevant Authority.

#### Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS 20 WIDE AND VARIABLE (LIMITED IN STRATUM) (AQ) numbered 6 in the Plan:

City of Parramatta Council

#### 9 Terms of EASEMENT FOR COMMUNICATION SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (AR) numbered 7 in the Plan

- 9.1 The relevant Authority has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage of any Communication Service which, passes through, or is situated in, Service Equipment located within the Burdened lot;
  - (b) the ongoing use of any Service Equipment in a Burdened lot through which a Communication Service is provided by the Authority Benefited (Relevant Service Equipment);

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S_{C} = 4 2016$ 

- (c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and
- (d) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.
- 9.2 In exercising the rights provided under **clause 9.1** the relevant Authority must:
  - (a) ensure that all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owners of the Burdened lots;
  - (c) cause as little damage as is practicable to a Burdened lot and any improvement on it;
  - (d) restore a Burdened lot as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.

#### 10 Terms of EASEMENT TO DRAIN WATER 1.5 WIDE (LIMITED IN STRATUM) (AS) numbered 8 in the Plan

An "Easement to drain water" in the terms set out in Part 3 of Schedule 4A of the *Conveyancing Act 1919* (NSW).

#### 11 Terms of EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AT) numbered 9 in the Plan

- 11.1 The owner of the Burdened lot grants to the relevant Authority the rights to:
  - (a) install any Traffic Control Facility and Prescribed Traffic Control Device by RMS;

(b) carry out Traffic Control Work and Prescribed Traffic Control Work; and

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. S = 8442016

- (c) do anything reasonably necessary for that purpose, including the right to pass and repass across the easement site, stand vehicles in the site of the easement, together with the right to enter onto the easement site at all reasonable times together with any Equipment necessary to carry out the Traffic Control Work and the Prescribed Traffic Control Work.
- 11.2 In exercising the rights provided under **clause 11.1** the relevant Authority must:
  - (a) ensure that all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner of the Burdened lot;
  - (c) cause as little damage as is practicable to the Burdened lot and any improvement on it;
  - (d) restore the Burdened lot as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.

#### 12 Terms of POSITIVE COVENANT numbered 10 in the Plan

- 12.1 This positive covenant applies to the parts of the Burdened lots identified as 'AU' in the Plan (**Covenant Site**).
- 12.2 The owners of the Burdened lots must:
  - maintain the Covenant Site to a safe and trafficable standard so that it can be used for its intended purpose as a road, to the satisfaction of RMS, acting reasonably;
  - (b) insure the Covenant Site for:
    - public and public products liability with an insurer approved by RMS, acting reasonably; and
    - (ii) public liability for not less than \$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences,

Council Authorised Person

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. SC 8-4 2016

and note the interest of RMS on the policy;

- (c) provide RMS with the right to inspect the Covenant Site on at least 2 occasions per year and at any time on giving reasonable notice to the owner of the Burdened lot for the purpose of ensuring compliance with the maintenance obligations outlined in clause 12.2(a) above; and
- (d) comply with any notice validly served by RMS requiring compliance with the maintenance obligations outlined in **clause 12.2(a)** above.
- 12.3 The owners of the Burdened lots acknowledge that RMS has the rights granted under section 88F of the *Conveyancing Act 1919* (NSW) in connection with this positive covenant.

Name of Authority empowered to release, vary or modify the POSITIVE COVENANT numbered 10 in the Plan:

Roads and Maritime Services

#### 13 Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AV) numbered 11 in the Plan

13.1 An 'Easement for electricity and other purposes' in the terms set out in memorandum registered number AG823691. In this easement, "Easement for electricity and other purposes" is taken to have the same meaning as "Easement for electricity works" in the memorandum.

# Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AV) numbered 11 in the Plan:

Ausgrid

14 Terms of EASEMENT TO PERMIT ENCROACHING STRUCUTRE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM) (AW) numbered 12 in the Plan

An "Easement to permit encroaching structure to remain" in the terms set out in Part 13 of Schedule 8 of the *Conveyancing Act 1919* (NSW).

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. S = 8442016

#### 15 Terms of EASEMENT FOR OVERHANG 2 WIDE (LIMITED IN STRATUM) (AX) numbered 13 in the Plan

An "Easement for overhang" in the terms set out in Part 10 of Schedule 8 of the *Conveyancing Act 1919* (NSW).

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### 16 Terms of RIGHT OF ACCESS 17.5 & <del>25</del> WIDE (AY) numbered 14 in the Plan

- 16.1 The rights under this easement are suspended until:
  - (a) the owner of the Burdened lot completes construction of a road on the site of this easement (**Easement Site**); and
  - (b) the road constructed on the Easement Site is able to be accessed by members of the public.
- 16.2 RMS and persons authorised by RMS, which persons include members of the public (Authorised Persons), have the right to pass across Easement Site, subject to complying with the terms set out in this easement.
- 16.3 The rights granted under this easement:
  - (a) are subject to the rights of any owners and occupiers of any lot of the Community Scheme and other persons lawfully entitled to use the Community Scheme from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) are for RMS and Authorised Persons to use the Easement Site on a nonexclusive basis for the purpose of allowing:
    - Authorised Bridge Vehicles, Pedestrians and cyclists to access the Bridge and any designated bus stops and shelters located within the Easement Site; and
    - (ii) Authorised Vehicles, Pedestrians and cyclists to access Hill Road and Burroway Road, Wentworth Point.

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S_{\rm c}$  (S-4) 2016

- 16.4 In exercising rights under this easement, RMS and Authorised Persons must:
  - (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
  - (b) cause as little inconvenience as is practicable to any owners or occupiers of the Community Scheme.
- 16.5 Members of the public must not park or stand a motor vehicle or trailer on the Burdened lot, except where expressly permitted or as otherwise authorised by the owner of the Burdened lot.
- 16.6 RMS has the same rights and powers in relation to the Easement Site that it would have under the Roads Act if the Easement Site was declared a public road to which the Roads Act applies, and RMS was declared to be the Road Authority for that road.
- 16.7 The owner of the Burdened lot must, at its cost, do all things required to maintain and repair the Easement Site to a safe and trafficable standard so that it can be used for its intended purpose as a road to the satisfaction of RMS.
- 16.8 If the owner of the Burdened lot fails to comply with its obligations under clause16.7 then RMS has the right at any time to give a notice to the owner of theBurdened lot requiring compliance with those obligations.
- 16.9 If the owner of the Burdened lot fails to comply with a notice given under clause 16.8 within a reasonable time after its service, having regard to the nature of the action required, then RMS has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice at the cost of the owner of the Burdened lot.
- 16.10 Subject to **clause 16.11**, before undertaking any action under **clause 16.9**, including the carrying out Works on the Easement Site, RMS must provide the owner of the Burdened lot with:
  - (a) reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 16.9**; and
  - (b) a Schedule of Works to be carried out on the Easement Site.

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S = \left( S + \frac{2}{201} \right)$ 

16.11 RMS is not obliged to comply with **clause 16.10** where, in the opinion of RMS, reasonably held, there is an Emergency.

Name of Authority empowered to release, vary or modify the RIGHT OF ACCESS 17.5 &  $\frac{20}{25}$  WIDE (AY) numbered 14 in the Plan:

Roads and Maritime Services

## 17 Terms of EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES 17.5 & 25 20 WIDE (AZ) numbered 15 in the Plan

- 17.1 The rights under this easement are suspended until:
  - (a) the owner of the Burdened lot completes construction of a road on the site of this easement (**RMS Easement Site**); and
  - (b) the road constructed on the RMS Easement Site is able to be accessed by members of the public.
- 17.2 RMS and persons authorised by RMS (**RMS Authorised Persons**) have the right to:
  - (a) pass and repass over the site of the RMS Easement Site; and
  - (b) enter and remain, or direct RMS Authorised Persons to enter and remain, on the RMS Easement Site for a reasonable time, together with any Equipment or motor vehicles necessary,

for the purpose of accessing and inspecting the Bridge, and the abutment of the Bridge, and carrying out works to Bridge, and the abutment of the Bridge, including undertaking works for repair, maintenance and other associated purposes, subject to complying with the terms set out in this easement.

- 17.3 The rights granted under this easement:
  - (a) are subject to the rights of any owners and occupiers of any lot of the Community Scheme and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the RMS Easement Site in any manner whatsoever that does not prevent the exercise of the rights
     granted under this easement; and

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Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S \subset S + 2a G$ 

(b) are for RMS and RMS Authorised Persons to use the RMS Easement Site on a non-exclusive basis.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES 17.5 & <del>20</del> WIDE (AZ) numbered 15 in the Plan:

Roads and Maritime Services

#### 18 Terms of RESTRICTION ON USE OF LAND numbered 16 in the Plan

18.1 The Landowner must not, and must not permit any Person (other than the prescribed authority), to install, erect, place, construct or do anything on, in or in respect of the Ausgrid Easement Area without first obtaining the written consent of Ausgrid (ABN 67 505 337 385).

Name of Authority empowered to release, vary or modify the RESTRICTION ON USE OF LAND numbered 16 in the Plan:

Ausgrid

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ePlan (DOC.7)

(Sheet 27 of 33 sheets)

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc 8-4 2016

**EXECUTED** by **FAIRMEAD BUSINESS PTY** LTD (ACN 069 006 426) in accordance with section 127 of the Corporations Act:

Plan: DP270778

Signature of Director

Name of Director (block letters)

gnature of Director/Secretary

John Fitzgerald Name of Director/Secretary (block letters)

**EXECUTED** by **WP BLOCK H PTY LTD (ACN 606 790 872)** in accordance with section 127 of the Corporations Act:

Signature of Director

Name of Director (block letters)

otor/Secretary Signature of Di

*John Fitzgerald Secretary* Name of Director/Secretary (block letters)

.....

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ePlan (DOC.7)

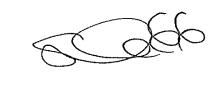
(Sheet 28 of 33 sheets)

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S_{C}$ 

#### SIGNED SEALED AND DELIVERED by

Pian: DP270778

as-attorney-for ROADS AND MARITIME SERVICES (ABN 76 236 371 088) <del>under</del>	) )
registered-power-of-attorney BookNo.	)
dated in the presence of:	)
By its authovised delegate	
in the presence of:	
Signature of witness	
Suthes Kumar Name of witness (block letters)	
RMS - YENNURA VENNORA NOW 2161 Address of witness (block letters)	4



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

Delegate

EIGH STEEL Name of delegate (block letters) Susannah Webb

.............................

Council Authorised Person

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:145 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.7)

(Sheet 29 of 33 sheets)

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc 8-4 206

SIGNED SEALED AND DELIVERED by Michael McHugh as attorney for AUSGRID (ABN 67 505 337 385) under registered power of attorney Book 4693 No. 331 dated in the presence of:

Plan: DP270778

Signature of witness

Lisa Jane Anderson Name of witness (block letters) 570 GEORGE STREET SYDNEY.NSW.2000 Address of witness (block letters)

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

Manager - Property & Fleet

**Council Authorised Person** 

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ePlan (DOC.7)

(Sheet 30 of 33 sheets)

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc 84 2016

#### **Approved Form 21** COMMUNITY LAND DEVELOPMENT ACT **CERTIFICATE OF ASSOCIATION** CONSENTING TO DOCUMENTS AFFECTING THE SCHEME

The \*Community/\*Precinct/\*Neighbourhood Association Deposited Plan No. 270778 certifies that on. 9/8/16..... it passed a unanimous resolution consenting to the: Creation of an easement, restriction on the use of land or positive covenant which burdens association property.



#### **Approved Form 18** COMMUNITY LAND DEVELOPMENT ACT ATTESTATION

The common seal of the \*Community/\*Precinct/\*Neighbourhood Association Deposited Plan No. 270778, was affixed hereto on 22/8.116.......... in the presence of; Brad Wood

and BUCKMAS Melissa

Signature(s)...MRJekmest \_\_\_\_\_ being the person(s) authorised by section 8 Community Land Management Act 1989 to attest to the affixing of the seal.



**Council Authorised Person** 

Plan: DP270778

(Sheet 31 of 33 sheets)

### Plan: DP270778

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $SC \left( \frac{54}{54} \right) 201 6$ 

SIGNED SEALED AND DELIVERED by ANASTASIA KALOGIANNIG

ANZ FIDUCIARY SErvices Prived) as attorney for AUSTRALIA AND NEW (ACV 100 709 493) ZEALAND BANKING GROUP LIMITED (ABN ) 11005 357 522) under registered power of ) attorney ) Book 4692 No. 517 ) dated 04 [08] 15 in the presence of:

dated 04 08 15

Signature of witness

Penny Kakaris

Name of witness (block letters) 242 PITT STREET

Address of witness (block letters)

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

SIGNED SEALED AND DELIVERED by A MAS TASIA FALDGIANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493) under registered power of attorney Book 4708 No. 366 dated 07106116 in the presence of:

Signature of witness

Penny Kakaris Name of witness (block letters)

......SYDNEY.NSW.2000. Address of witness (block letters)

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

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:148 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.7)

(Sheet 32 of 33 sheets)

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No. Sc(84)2ci(5)

#### SIGNED SEALED AND DELIVERED by GREG LINKLATER

Plan: DP270778

Signature of witness

MAXIMILIAN STIER Name of witness (block letters) Sydney NSW 2000 Cevel 40 264-278 George St Address of witness (block letters)

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

SIGNED SEALED AND DELIVERED by John Malone as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ABN 11 005 357 522 ) under registered power of attorney 4636 566 Book -کتاریخہ the presence of: dated

Signature of witness

ANASTASIA Kalogiannis

Name of witness (plockslepters)

SYDNEY NSW 2000

Address of witness (block letters)

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

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:149 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

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#### ePlan (DOC.7)

(Sheet 33 of 33 sheets)

Plan of subdivision of lots 12, 13 and 14 in DP270778 and easement affecting Lot 1 and Lot 11 in DP270778 and positive covenant affecting lot 1 in DP270778 covered by Subdivision Certificate No.  $S = \left( \frac{84}{2016} \right) 2016$ 

EXECUTED by

as delegate of CITY OF PARRAMATTA COUNCIL

Plan: DP270778

I MARK LECTTA have been granted delegated authority by the General Manager to sign instruments under the Conveyancing Act on behalf of the City of Parramatta Council

MARK LEOTTA

Name of Delegate (block letters)

MANAGER-DENELOAMENT & TRAFFIC Position of Delegate

Signature of Delegate



## Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919. ePlan (DOC.8)

(Sheet 1 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S = |131| 2016

Full name and address of the owner of the land: Fairmead Business Pty Ltd (ACN 069 006 426) Suite 101, 25 Angas Street MEADOWBANK NSW 2114

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lots 25 to 28 inclusive and 30	Lot 29
		Lot 29	Lots 25 to 28 inclusive and 30
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lots 25 to 28 inclusive and 30	Lot 29
		Lot 29	Lots 25 to 28 inclusive and 30
3	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lot 25	Lots 26 to 28 inclusive and 30
		Lot 26	Lots 25, 27, 28 and 30
		Lot 27	Lots 25, 26, 28 and 30
		Lot 28	Lots 25 to 27 inclusive and 30
		Lot 30	Lots 25 to 28

## PART 1 (Creation)

**Council Authorised Person** 

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## ePlan (DOC.8)

(Sheet 2 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S = |131| 2016

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
			inclusive
4	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lot 25	Lots 26 to 28 inclusive and 30
		Lot 26	Lots 25, 27, 28 and 30
		Lot 27	Lots 25, 26, 28 and 30
		Lot 28	Lots 25 to 27 inclu <b>s</b> ive and 30
		Lot 30	Lots 25 to 28 inclusive
5	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	Lot 25	Lots 26 to 28 inclusive and 30
		Lot 26	Lots 25, 27, 28 and 30
		Lot 27	Lots 25, 26, 28 and 30
-		Lot 28	Lots 25 to 27 inclusive and 30
		Lot 30	Lots 25 to 28 inclusive
6	EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)	Lot 25	Lots 26 to 28 inclusive and 30
		Lot 26	Lots 25, 27, 28

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## ePlan (DOC.8)

(Sheet 3 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc 131 2016

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
			and 30
		Lot 27	Lots 25, 26, 28 and 30
		Lot 28	Lots 25 to 27 inclusive and 30
		Lot 30	Lots 25 to 28 inclusive
7	RIGHT OF ACCESS 5.8 WIDE & VARIABLE (LIMITED IN STRATUM) (BA)	Lot 25	Lots 26, 27 and 30
8	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BB)	Lot 25	Lots 26, 27 and 30
9	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC)	-Lot-15-and-29 Lot 29 and Lot 15 in 0P270778	City of Parramatta Council
10	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM (BD)	Lots 25, 26, 28 and 29	City of Parramatta Council
11	RIGHT TO USE LIFT'(LIMITED IN STRATUM (BE)	Lot 25	Lots 26, 27 and 30
12	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BF)	Lot 25	Lots 26, 27 and 30

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#### ePlan (DOC.8)

(Sheet 4 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc |131 | 2016

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BG)	Lot 25 Lot 26	Lots 26, 27 and 30 Lots 27 and 30
14	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BH)	Lot 25	Lots 26, 27 and 30
15	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BI)	Lot 25	Lot 27 and 30
16	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BJ)	Lot 25	Lots 26, 27 and 30
17	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BK)	Lot 25	Lot 26
18	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL)	Lot 25	Lot 26
19	EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (BM)	Lot 25	Lots 26, 27 and 30
20	EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (BN)	Lot 25	Lot 26
21	EASEMENT FOR ATM VARIABLE WIDTH (LIMITED IN STRATUM) (BO)	Lot 28	Lot 26

<u>}</u> . . . . . . . . . . . . . . **Council Authorised Person** 

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#### ePlan (DOC.8)

(Sheet 5 of 67 sheets)

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.  $S = \left( 131 \right) 206$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
22	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BP)	Lot 25	Ausgrid
23	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BQ)	Lot 29, Lot 25 and Lot 15 m DP 270778	Ausgrid
24	RIGHT TO USE CARWASH BAY VARIABLE WIDTH (LIMITED IN STRATUM) (BR)	Lot 25	Lots 26, 27 and 30
25	RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (BS)	Lot 25	Lot 26
26	RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (BT)	Lot 30	Lot 27
27	EASEMENT FOR TEMPORARY SERVICES 3.885 WIDE (LIMITED IN STRATUM) (BU)	Lot 25 LIT	Lot 11 in DP270778, Lot 20 <del>in DP270778</del> and Lot 24 <del>in</del> <del>DP270778</del>
28	EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (BV)	Lot 29	City of Parramatta Cou <b>nc</b> il
29	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BW)	Lot 28	Lot 27 and 30

ta ..... .....

Plan: DP270778

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## ePlan (DOC.8)

(Sheet 6 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Scilizi 2016

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
30	RESTRICTION ON THE USE OF LAND	Lot 25	City of Parramatta Council

## PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT TO DRAIN WATER (VIDE K868355)	8 in DP735225	15 and 19 in 1/7 DP270778 and 15 in DP270778

## PART 2 (Terms)

## 1 DEFINITIONS AND INTERPRETATION

## 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

(Sheet 7 of 67 sheets)

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.

- (a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Strata
   Management Statement, or any Rules, to access or use the particular
   Facility; and
- (b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the owner of the Benefited lot.

#### Authorised Vehicles means:

Plan: DP270778

- (a) public transport vehicles;
- (b) emergency service vehicles;
- (c) any other vehicles undertaking services for or on behalf of an Authority, such as garbage trucks; and
- (d) any other vehicles of less than 2 tonnes in weight.

Authority means any national, state or local government, semi-government, quasigovernment or other judicial body or relevant authority and includes without limitation the Council.

Building means the building constructed within lots 25, 26, 27 and 28 in the Plan.

**Committee** means the building management committee constituted in accordance with the Strata Management Statement.

**Car Share Parking Spaces** means the car parking spaces located on the site of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (BV).

**Car Share Scheme** means the car share scheme operating within the site of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (BV) required to be established under the relevant development consent.

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#### ePlan (DOC.8)

(Sheet 8 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc(131)2016

**Community Association** means the community association constituted on registration of the Community Plan.

**Community Management Statement** means the community management statement registered with the Community Plan.

Community Plan means DP270778.

Council means City of Parramatta Council.

**Emergency** means any emergency situation, including one that involves a risk to a person's health or safety.

**Emergency Equipment** includes fire extinguishers, fire hoses and any other equipment available designed for a similar use.

Equipment means materials, tools, implements, machinery and vehicles.

Facility has the meaning given to it in the Strata Management Statement.

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

Last Registration Date means the date on which lot 26 is subdivided by a strata plan.

Law means any:

- (a) act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and
- (b) certificate, licence, consent, permit, approval and requirement of organisations having jurisdiction over Works.

Maintain includes:

- (a) keep clean and tidy;
- (b) maintain in good and serviceable condition;

(Sheet 9 of 67 sheets)

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc | 131 | 2016

- (c) maintain in structurally sound condition;
- (d) repair as necessary; and
- (e) replace as necessary.

Plan: DP270778

Rules has the meaning given to it in the Strata Management Statement.

**Schedule** of **Facilities** has the meaning given to it in the Strata Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- a television service;
- (j) any service received and dispersed by a Special Receiving Facility;

.....

Council Authorised Person

(Sheet 10 of 67 sheets)

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S < |131| 2016

- (k) a system for the removal and passage of sewage;
- (I) a system for the removal and passage of trade waste;
- (m) a system for the passage of water;
- (n) a mechanical ventilation system;
- (o) a fire safety or control system;
- (p) hydraulic services;
- (q) a security system;
- (r) escalators;

Plan: DP270778

- (s) lifts;
- (t) closed circuit television video and audio services; and
- (u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

**Special Receiving Facility** means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

**Strata Management Statement** means the strata management statement in force in respect of the Building.

Sunset Date means 31 December 2020.

Temporary Service means:

**Council Authorised Person** 

(Sheet 11 of 67 sheets)

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC|131|2016

(a) water supply;

Plan: DP270778

- (b) gas supply;
- (c) a system for the removal and passage of sewage;
- (d) a system for the removal and passage of trade waste;
- (e) a system for the passage of water; and
- (f) a fire safety or control system;

Temporary Service Equipment means the structures, machinery, plant, equipment and things in the Burdened lot for the purposes of providing or facilitating the provision of a Temporary Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Temporary Service is or is to be provided or its provision to be facilitated.

**Vehicle** includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Works** includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

## 1.2 References to certain terms

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;

..... **Council Authorised Person** 

(Sheet 12 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.  $S = \left( 131 \right) 206$ 

- (c) the words **at any time** mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (I) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;

**Council Authorised Person** 

(Sheet 13 of 67 sheets)

Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC|131|2016

- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 1.3 Complying with the Strata Management Statement and Community Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

- (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument;
- (b) comply with the Community Management Statement, where applicable; and
- (c) comply with the Strata Management Statement, where applicable.

## 1.4 Positive covenants and maintenance requirements

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

## 1.5 Section 8AB of the Strata Schemes (Freehold Development) Act 1973

If section 8AB of the *Strata Schemes* (*Freehold Development*) *Act 1973* (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 8AB are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

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#### 1.6 **Release and indemnity**

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- (a) This **clause 1.6** applies to each easement in this instrument, except the following easements:
  - (i) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC);
  - (ii) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BD);
  - (iii) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BP);
  - (iv) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BQ); and
  - (v) EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (BW).
- (b) The owner of a Benefited lot and Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:
  - loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;
  - (ii) loss, damage, expense or liability in respect of any other property; and
  - (iii) loss, expense or liability in respect of personal injury, disease, illness or death.
- (c) The relevant release and indemnity under **clause 1.6(a)(ii)** will be reduced proportionately to the extent that the damage, expense, loss or liability

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S < 131206

arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

## 2 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

- 2.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (Structural Improvements);
  - (b) require that the Structural Improvements on a Burdened lot remain at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (Sheltering Improvements); and
  - (d) require that the Sheltering Improvements on a Burdened lot remain at all times.
- 2.2 The owner of a Burdened lot must:
  - (a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and
  - (b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this clause 2.2.

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC|131|206

- 2.3 If the owner of a Burdened lot fails to comply with its obligations under this easement, the owner of the Benefited lot has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations.
- 2.4 If the owner of a Burdened lot fails to comply with a notice given under clause 2.3 within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the owner of the Benefited lot has the right, but not the obligation, to carry out Works to remedy the failure to comply specified in the notice; and
  - (b) the owner of the Burdened lot must pay the owner of the Benefited lot, within 14 days of receipt of a demand from the owner of the Benefited lot, the costs reasonably and properly incurred by the owner of the Benefited lot in carrying out those Works.
- 2.5 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as

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reasonably practicable to its condition before the carrying out of the Works.

## 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
  - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - (c) have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally, and in each other plane by the Burdened lot; and
  - enter and remain, or direct Authorised Persons to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in relation to Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.2 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to any Service and Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such additional Service and Service Equipment as though they existed at the date of registration of this instrument.

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. 50/131/2016

- 3.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that some Services and associated Service Equipment may be maintained by the Community Association in accordance with the Community Management Statement.
- 3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.5 Before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (b) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 3.6 The owner of a Burdened lot may only withhold consent under clause 3.5(c) to the carrying out of the Works if, in the opinion of the owner of the Burdened lot, reasonably held, the physical result after the Works are carried out will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.
- 3.7 The owner of a Burdened lot may not withhold consent under clause 3.5(c) to the carrying out of Works if the Works:
  - (a) need to be carried out in circumstances which involve an emergency or a danger to public safety;
  - (b) are necessary to enable the owner of the Benefited lot to comply with any obligations under the Community Management Statement; or

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.

- (c) result from or arise out of any relevant Laws or the requirements of any Authority.
- 3.8 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 3.9 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc/131/2016

## 4 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 3 in the Plan

- 4.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support to the Benefited lot (Structural Improvements);
  - (b) require that the Structural Improvements remain on a Burdened lot at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (Sheltering Improvements); and
  - (d) require that the Sheltering Improvements remain on a Burdened lot at all times.
- 4.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Structural Improvements and Sheltering Improvements will be Facilities which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.

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4.3 For the purpose of the operation of section 8AA of the *Strata Schemes (Freehold Development) Act 1973* (NSW), if the terms of this easement and the terms referred to in section 8AA are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this easement prevail.

## 5 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 4 in the Plan

- 5.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot which, at the Last Registration Date, passes through, or is situated in, the Burdened lot;
  - (b) the ongoing use of any Service Equipment in a Burdened lot through which, at the Last Registration Date, a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - (c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and
  - enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.
- 5.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

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(b) it is intended that:

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- (i) some of the Services and associated Relevant Service Equipment will be Facilities which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining such Services and associated Relevant Service Equipment as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 5.3 The owner of a Benefited lot must:
  - Maintain Relevant Service Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and
  - (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this clause 5.3.
- 5.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment which:
  - (a) is a Facility; and
  - (b) if, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Relevant Service Equipment,

so that it is fit to be used for its intended purpose.

- 5.5 Subject to **clauses 5.6** and **5.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

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- (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
- (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 5.6 The owner of a Benefited lot is not obliged to comply with clauses 5.5(a) to 5.5(d) where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 5.7 The owner of a Benefited lot is not obliged to comply with **clauses 5.5(c)** and **5.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;
  - (b) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (c) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 5.8 The owner of a Burdened lot may only withhold consent under clause 5.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or

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(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 5.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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- 5.10 If the owner of a Benefited lot fails to comply with its obligations under clause 5.3(a) in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 5.11 If the owner of a Benefited lot fails to comply with a notice given under clause 5.10 within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this clause 5.11.
- 5.12 In addition to its rights under **clauses 5.10** and **5.11** if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.
- 5.13 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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## 6 Terms of EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) numbered 5 in the Plan

- 6.1 The owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:
  - (a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (Easement Site), in order to exit the Benefited lot; and
  - (b) use any Emergency Equipment located on a Burdened lot.
- 6.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) only use the Easement Site and Emergency Equipment for their intended purposes;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable directions of:
    - (i) the Committee or any person authorised by the Committee; or
    - (ii) the owner of the Burdened lot.
- 6.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

- (b) it is intended that:
  - part of the Easement Site and the Emergency Equipment will be a Facility which will be Maintained by the Committee; and
  - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

## 7 Terms of EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) numbered 6 in the Plan

- 7.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use any Facilities on a Burdened lot that they are entitled to use under the Strata Management Statement and the Schedule of Facilities, subject to the terms of the Strata Management Statement.
- 7.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the relevant Facilities;
  - (b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable direction of the Committee or any person authorised by the Committee.

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- 7.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) the costs associated with Maintaining Facilities Maintained by the Committee will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 7.4 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.
- 8 Terms of RIGHT OF ACCESS 5.8 WIDE & VARIABLE (LIMITED IN STRATUM) (BA) and RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BB) numbered 7 and 8 respectively in the Plan
- 8.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (Easement Site) by any reasonable means to go to or from the Benefited lot.
- 8.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;

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- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 8.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 8.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 8.5 Subject to **clauses 8.6** and **8.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

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- (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 8.6 The owner of a Benefited lot is not obliged to comply with **clauses 8.5(a)** to **8.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 8.7 The owner of a Benefited lot is not obliged to comply with **clauses 8.5(c)** and **8.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement ;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 8.8 The owner of the Burdened lot may only withhold consent under clause 8.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

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- 8.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 8.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 9 Terms of RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC) numbered 9 in the Plan

9.1 Members of the public and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, have the right to pass

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.  $S_{13}(130)$ 

across the site of this easement (**Easement Site**), subject to complying with the terms set out in this easement.

- 9.2 The rights granted under this easement:
  - (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) may only be exercised on foot or using wheelchairs or disabled access aids or by Authorised Vehicles;
  - (c) may be exercised with or without animals; and
  - (d) are subject to possible temporary restrictions imposed by the owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
- 9.3 When exercising rights under this easement, members of the public and Authorised Persons must:
  - (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot.
- 9.4 Members of the public and Authorised Persons must not park or stand a motor vehicle or trailer on the Burdened lot, except where expressly permitted.

**Council Authorised Person** 

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc/131/2016

- 9.5 The rights granted under this 'RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC)' do not apply to the part of the Easement Site in which Car Share Parking Spaces are located until such time as:
  - the rights granted under the EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (BV) are suspended or released; or
  - (b) the Car Share Scheme ceases to operate.

## Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BC) numbered 9 in the Plan:

City of Parramatta Council

## 10 Terms of RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BD) numbered 10 respectively in the Plan

- 10.1 Members of the public have the right, consistent with the rights of other persons having the same or similar rights, to pass and repass over the site of this easement (Easement Site) on foot or with wheelchairs or other disable access aids, but excluding all other vehicles.
- 10.2 The rights granted under this easement:
  - (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
  - (b) may only be exercised on foot or using wheelchairs or disabled access aids; and

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- (c) are subject to possible temporary restrictions imposed by the owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
- 10.3 When exercising rights under this easement, members of the public must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building; and
  - (c) comply with any reasonable directions of the owner or any occupier of a Burdened lot.

Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BD) NUMBERED 10 in the Plan:

City of Parramatta Council

UARIABLE WIDTH

# 11 Terms of RIGHT TO USE LIFT (LIMITED IN STRATUM) (BE) numbered 11 in the Plan

- 11.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the waste lift located on the site of this easement (**Waste Lift**) to transport waste receptacles to and from the Benefited lot.
- 11.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Waste Lift;

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc 1312016

- (b) take all reasonable precautions so that no damage is caused to the Waste
   Lift or any other part of the Burdened lot;
- (c) leave the Waste Lift clean and tidy after use;
- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 11.3 The owner of the Benefited lot and the owner of each Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Waste Lift will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Waste
       Lift as a Facility will be allocated under the Strata Management
       Statement and the Schedule of Facilities.

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc(131)2orG

- 11.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Waste Lift, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Waste Lift so that it is fit to be used for its intended purpose.
- 11.5 Subject to **clauses 11.6** and **11.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 11.6 The owner of a Benefited lot is not obliged to comply with **clauses 11.5(a)** to **11.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 11.7 The owner of a Benefited lot is not obliged to comply with clauses 11.5(c) and 11.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

Council Authorised Person

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Se 131 2016

- 11.8 The owner of the Burdened lot may only withhold consent under clause 11.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - the carrying out of the Works; (a)
  - (b) the physical result after the Works are carried out; or
  - both the carrying out of the Works and the physical result after the Works (c) are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 11.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - minimise interruption to or interference with the use and enjoyment of the (a) Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc|131|2016

- 11.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.
- 12 Terms of EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BF), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BG), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BH), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BI), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BJ), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BK), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL) AND EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BK), IN STRATUM) (BK), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BL) AND EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BW) numbered 12, 13, 14, 15, 16, 17, 18 and 29 respectively in the Plan
- 12.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles.
- 12.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with the Strata Management Statement and any applicable Rules; and

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC|131|2016

- (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 12.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 12.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 12.5 Subject to **clauses 12.6** and **12.7** before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

••••• Council Authorised Person

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc/131/2016

- (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 12.6 The owner of a Benefited lot is not obliged to comply with **clauses 12.5(a)** to **12.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 12.7 The owner of a Benefited lot is not obliged to comply with **clauses 12.5(c)** and **12.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 12.8 The owner of the Burdened lot may only withhold consent under **clause 12.5(d)**to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

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- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 12.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S = 1312016

- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
  - (i) all necessary safety measures are taken;
  - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
  - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
  - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 12.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 13 Terms of EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (BM) numbered 19 in the Plan

- 13.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
  - (a) to use the loading dock and associated facilities on the site of this easement (Loading Dock) for the parking of vehicles in connection with the loading and unloading of those vehicles; and
  - (b) for those vehicles to enter and pass across that part of a Burdened lot which provides access to and egress from the Loading Dock.

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- 13.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Loading Dock;
  - (b) take all reasonable precautions so that no damage is caused to the Loading Dock or any other part of a Burdened lot;
  - (c) leave the Loading Dock and any areas surrounding it clean and tidy after use;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 13.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Loading Dock will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Loading Dock as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 13.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Loading

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Dock, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Loading Dock so that it is fit to be used for its intended purpose.

- 13.5 Subject to **clauses 13.6** and **13.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 13.6 The owner of a Benefited lot is not obliged to comply with **clauses 13.5(a)** to **13.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 13.7 The owner of a Benefited lot is not obliged to comply with clauses 13.5(c) and 13.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

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- 13.8 The owner of the Burdened lot may only withhold consent under clause 13.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 13.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S = 1312016

13.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 14 Terms of EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (BN) numbered 20 in the Plan

- 14.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the waste storage room located on the site of this easement (**Waste Storage Room**).
- 14.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Waste Storage Room;
  - (b) only dispose of waste in the waste receptacles in the Waste Storage Room;
  - (c) only use the Waste Storage Room for its intended purpose so as not to cause or permit any hazards or nuisances;
  - (d) take all reasonable precautions so that no damage is caused to the Waste Storage Room or any other part of the Burdened lot;
  - (e) take all reasonable steps to keep the Waste Storage Room clean and tidy, free of vermin and minimise the emission of unpleasant odours;
  - (f) comply with all Laws and the requirements of all Authorities regarding the disposal of waste;
  - (g) comply with the Strata Management Statement and any applicable Rules; and

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- (h) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- 14.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Waste Storage Room will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Waste Storage Room as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 14.4 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Waste Storage Room, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Waste Storage Room so that it is fit to be used for its intended purpose.
- 14.5 Subject to clauses 14.6 and 14.7, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Se/131/2016

- obtain the consent of the owner of the Burdened lot to the carrying out of (d) the Works.
- 14.6 The owner of the Benefited lot is not obliged to comply with clauses 14.5(a) to 14.5(d) where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 14.7 The owner of the Benefited lot is not obliged to comply with clauses 14.5(c) and 14.5(d) if the carrying out of the Works:
  - is necessary to enable the owner of the Benefited lot to comply with its (a) obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 14.8 The owner of the Burdened lot may only withhold consent under clause 14.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - the carrying out of the Works; (a)

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- the physical result after the Works are carried out; or (b)
- both the carrying out of the Works and the physical result after the Works (c) are carried out.

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 14.9 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

....

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- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
  - (i) all necessary safety measures are taken;
  - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
  - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
  - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 14.10 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 15 Terms of EASEMENT FOR ATM VARIABLE WIDTH (LIMITED IN STRATUM) (BO) numbered 21 in the Plan

- 15.1 The owner of the Benefited lot and Authorised Persons have the right:
  - (a) to pass across the site of this easement (Easement Site) by any reasonable means for the purpose of accessing the Automated Teller Machine located on that part Benefited lot immediately adjacent to this Easement Site (ATM); and
  - (b) to erect bollards on the Easement Site for the purpose of protecting the ATM.

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- 15.2 The owner of the Benefited lot must, whilst undertaking any Works, including installation of bollards, in the Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 15.3 When exercising its rights or complying with obligations under this easement the owner of the Benefited lot and Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the Easement Site to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site; and
  - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot.

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC|131|2016

- 15.4 The owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations and its Authorised Persons' obligations under this easement.
- 15.5 If the owner of the Benefited lot fails to comply with its obligations under this easement, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 15.6 If the owner of a Benefited lot fails to comply with a notice given under **clause 15.5** within a reasonable time after its service having regard to the type of work or act required, the owner of the Burdened lot has the right, but not the obligation, to remedy the failure to comply specified in the notice.
- 15.7 The owner of a Benefited lot must pay the owner of the Burdened lot within 14 days of a demand from the owner of the Burdened lot the costs reasonably and properly incurred by the owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 15.5.

# 16 Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BP) numbered 22 in the Plan

16.1 An 'Easement for electricity and other purposes' in the terms set out in memorandum registered number AG823691. In this easement, "Easement for electricity and other purposes" is taken to have the same meaning as "Easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BP) numbered 22 in the Plan:

Ausgrid

Council Authorised Person

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC|131|2016

# 17 Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BQ) numbered 23 in the Plan

17.1 An 'Easement for electricity and other purposes' in the terms set out in memorandum registered number AG823691. In this easement, "Easement for electricity and other purposes" is taken to have the same meaning as "Easement for electricity works" in the memorandum.

# Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BQ) numbered 23 in the Plan:

Ausgrid

# 18 Terms of RIGHT TO USE CARWASH BAY VARIABLE WIDTH (LIMITED IN STRATUM) (BR) numbered 24 in the Plan

- 18.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
  - (a) to use the carwash bay on the site of this easement (**Carwash Bay**) for the washing and cleaning of Vehicles; and
  - (b) for those Vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Carwash Bay.
- 18.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Carwash Bay;
  - (b) take all reasonable precautions so that no damage is caused to the Carwash Bay or any other part of the Burdened lot;

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc|131|206

- (c) leave the Carwash Bay and any areas surrounding them clean and tidy after use;
- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 18.3 The owner of a Benefited lot and Authorised Persons must not park or stand any Vehicle in the Carwash Bay other than for the washing and cleaning of Vehicles, except where expressly permitted.
- 18.4 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

Plan: DP270778

- (i) the Carwash Bay will be a Facility which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining the Carwash Bay as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

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#### ePlan (DOC.8)

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S = 1312016

- 18.5 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Carwash Bay, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Carwash Bay so that it is fit to be used for its intended purpose.
- 18.6 Subject to clauses 18.7 and 18.8, before carrying out Works under this easement on the Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 18.7 The owner of a Benefited lot is not obliged to comply with clauses 18.6(a) to 18.6(d) where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 18.8 The owner of a Benefited lot is not obliged to comply with clauses 18.6(c) and 18.6(d) if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Se/131/2016

- 18.9 The owner of the Burdened lot may only withhold consent under clause 18.6(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 18.10 The owner of a Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - minimise interruption to or interference with the use and enjoyment of the (a) Burdened lot;
  - minimise interruption to or interference with any Service and any (b) associated Service Equipment; and
  - ensure that: (C)
    - all necessary safety measures are taken; (i)
    - the Works are carried out in a proper and workmanlike manner (ii) and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv)as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.  $S_{C}$  |  $3_{1}$  |  $2_{01}$ 

18.11 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

19 Terms of RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (BS) and RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (BT) numbered 25 and 26 respectively in the Plan

- 19.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the lifts located on the site of this easement (Lifts) to go to or from the Benefited lot.
- 19.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Lifts;
  - (b) take all reasonable precautions so that no damage is caused to the Lifts or any other part of the Burdened lot;
  - (c) leave the Lifts clean and tidy after use;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 19.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.

required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

- (b) it is intended that:
  - (i) the Lifts will be a Facility which will be Maintained by the Committee; and
  - the costs associated with the Committee Maintaining the Lifts as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 19.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Lifts, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Lifts so that they are fit to be used for their intended purpose.
- 19.5 Subject to **clauses 19.6** and **19.7** before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc/ 131 2016

- 19.6 The owner of a Benefited lot is not obliged to comply with **clauses 19.5(a)** to **19.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 19.7 The owner of a Benefited lot is not obliged to comply with **clauses 19.5(c)** and **19.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 19.8 The owner of a Burdened lot may only withhold consent under clause 19.5(d) to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 19.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC|131|2016

(c) ensure that:

Plan: DP270778

- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 19.10 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 20 EASEMENT FOR TEMPORARY SERVICES 3.885 WIDE (LIMITED IN STRATUM) (BU) numbered 27 in the Plan

- 20.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - the uninterrupted passage through a Burdened lot of any Temporary Service to or from the Benefited lot;
  - (b) the use of any Temporary Service Equipment in a Burdened lot through which a Temporary Service passes to or from the Benefited lot (Relevant Service Equipment);

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc | 131 | 2016

- (c) have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally and in each other plane, by the Burdened lot; and
- (d) enter and remain, or direct persons authorised by the owner of a Benefited lot to enter and remain on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in relation to Relevant Service Equipment.
- 20.2 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Temporary Service Equipment associated with a Temporary Service to or from a Benefited lot which is additional to any Temporary Service and Temporary Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such additional Temporary Service and Temporary Service Equipment as though they existed at the date of registration of this instrument.
- 20.3 The owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment.
- 20.4 Before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
  - (a) provide to the owner of the Burdened lot a Schedule of Works for the Works;
  - (b) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 20.5 The owner of a Burdened lot may only withhold consent under **clause 20.4(c)** to the carrying out of the Works if, in the opinion of the owner of the Burdened lot, reasonably held, the physical result after the Works are carried out will substantially

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc | 131 2016

detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

- 20.6 The owner of a Burdened lot may not withhold consent under **clause 20.4(c)** to the carrying out of Works if the Works:
  - (a) need to be carried out in circumstances which involve an emergency or a danger to public safety; or
  - (b) result from or arise out of any relevant Laws or the requirements of any Authority.
- 20.7 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - (a) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (b) to ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 20.8 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.

**Council Authorised Person** 

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.  $S_{C}$  | 13t | 20t

20.9 The rights under this easement will cease to apply to the Benefited Lot after the Sunset Date.

## 21 EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMTED IN STRATUM) (BV) numbered 28 in the Plan

- 21.1 The operator of, and members of the public participating in, the Car Share Scheme (Car Share Users) have the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Car Share Parking Spaces; and
  - (b) park motor vehicles used as part of the operation of the Car Share Scheme in the Car Share Parking Spaces.
- 21.2 When exercising rights under this easement, the Car Share Users must:
  - (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with any signs within the Burdened lot;
  - (d) not park or stand a motor vehicle used as part of the operation of the Car
     Share Scheme on the Easement Site, or any other part of the Building,
     other than within a Car Share Parking Space; and
  - (e) comply with any reasonable direction of the Burdened lot or any person authorised by the Burdened lot.

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Plan: DP270778

Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc| 131 2016

#### 22 RESTRICTION ON THE USE OF LAND numbered 30 in the Plan

A car parking space or storage space within, or forming part of a Burdened lot, must not be used other than by a proprietor or occupier of the building within which the Burdened lot is located.

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#### ePlan (DOC.8)

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.  $S = \left(131 \right) 2016$ 

**EXECUTED** by **FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426)** in accordance with section 127 of the Corporations Act:

Plan: DP270778

Signature of Director

John Kinsella

Name of Director (block letters)

Signature of Birector/Secretary

John Fitzgerald Secretary Name of D<del>irector</del>/Secretary (block letters)

..... 

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#### ePlan (DOC.8)

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. Sc/131/2016

### SIGNED SEALED AND DELIVERED by

Plan: DP270778

MICHAEL DAWKINS as attorney for ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493) under registered power of attorney Book 490 No. 517 dated 418 2015 in the presence of:

Signature of witness

ASSUNTH MAUDE Name of witness (block letters)

88 Elliott St. BALMAIN Address of witness (block letters)

pricitol

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

**Council Authorised Person** 

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#### ePlan (DOC.8)

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. S = 131 2016

SIGNED SEALED AND DELIVERED by CREA LINKLATER as attorney for A3 SG ALPHA PTE. LTD

under registered power of attorney Book 4700 No. 510

Plan: DP270778

dated 23.555655.2215.....in the presence of:

Signature of witness

ASSUNTA MANDE

Name of witness (block letters)

88 Elliott St BALMAIN Address of witness (block letters)

Soliciton

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

Council Authorised Person

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#### ePlan (DOC.8)

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No. SC | 131 2016

#### SIGNED SEALED AND DELIVERED by

Plan: DP270778

Michael McHugh as attorney for Ausgrid (ABN 67 505 337 385) under registered power of attorney Book 4693 No.33 dated 10 correge 2016 in the presence of:

Signature of witness

Lisa Jane Anderson Name of witness (block letters) 570 GEORGE STREET SYDNEY NSW 2000 Address of witness (block letters)

................

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

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Plan of subdivision of Lot 19 in DP270778 and easements affecting Lot 15 covered by Subdivision Certificate No.

Se/131/2016

EXECUTED by

as delegate of CITY OF PARRAMATTA COUNCIL

Plan: DP270778

I MARK CEGTA have been granted delegated authority by the General Manager to sign instruments under the Conveyancing Act on behalf of the City of Parramatta Council

ARK LCOTTA .....

Name of Delegate (block letters)

Signature of Delegate

EVELOPMENT & TRAFFIC

Position of Delegate

\_\_\_\_\_ .....



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

Plan: DP270778

Full name and address of the Owner of the land: ePlan (DOC.9) (Sheet 1 of 76 sheets)

Plan of subdivision of lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq </33/2017$ 

Fairmead Business Pty Ltd (ACN 069 006 426) Suite 101, 25 Angas Street MEADOWBANK NSW 2114

Community Association DP270778 c/ - Netstrata 298 Railway Parade CARLTON NSW 2218

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lot 34	Lots 31 to 33 inclusive
		Lots 31 to 33 inclusive	Lot 34
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lot 34	Lots 31 to 33 inclusive
		Lots 31 to 33 inclusive	Lot 34
3	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lot 31	Lots 32 and 33
		Lot 32	Lots 31 and 33
		Lot 33	Lots 31 and 32

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ePlan (DOC.9)

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. כר אין 23 בין 20 יין

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lot 31	Lots 32 and 33
		Lot 32	Lots 31 and 33
		Lot 33	Lots 31 and 32
5	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	Lot 31	Lots 32 and 33
		Lot 32	Lots 31 and 33
		Lot 33	Lots 31 and 32
6	EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)	Lot 31	Lots 32 and 33
		Lot 32	Lots 31 and 33
		Lot 33	Lots 31 and 32
7	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BX)	Lots 31, 32 and 34	Alpha Distribution Ministerial Holding Corporation
8	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BY)	Lot 34	City of Parramatta Council
9	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BZ)	Lot 31	Lots 32 and 33
		Lot 32	Lots 31 and 33

Council Authorised Person

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ePlan (DOC.9)

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\frac{2c}{33}/2c$  17

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CA)	Lot 1 in DP270778 and Lot 34	Roads and Maritime Services
11	RIGHT TO USE CARWASH BAY VARIABLE WIDTH (LIMITED IN STRATUM)(CB)	Lot 31	Lot 32
12	RIGHT OF ACCESS AND USE OF RECREATION AREA VARIABLE WIDTH (LIMITED IN STRATUM) (CC)	Lot 32	Lots 31 and 33
13	RIGHT OF ACCESS AND USE OF RECREATION AREA VARIABLE WIDTH (LIMITED IN STRATUM) (CD)	Lot 31	Lot 32
14	RIGHT TO USE WASTE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (CE)	Lot 32	Lot 31
15	EASEMENT FOR PLENUM VARIABLE WIDTH (LIMITED IN STRATUM) (CF)	Lot 32	Lot 31
16	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH	Lot 31	Lot 32 and 33
	(LIMITED IN STRATUM) (CG)	Lot 32	Lot 31 and 33
		Lot 33	Lot 31 and 32
17	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH	Lot 31	Lots 32 and 33
	(LIMITED IN STRATUM) (CH)	Lot 32	Lots 31 and 33

a ..... **Council Authorised Person** 

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ePlan (DOC.9)

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq /33/2017$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
18	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CI)	Lots 31 and 32	Lot 33
19	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CJ)	Lot 32 Lot 33	Lots 31 and 33 Lots 31 and 32
20	EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (CK)	Lot 32	Lots 31 and 33
21	EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (CL)	Lot 32	Lots 31 and 33
22	EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (CM)	Lot 32	Lots 31 and 33
23	EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (CN)	Lot 1 in DP270778 and Lot 34	City of Parramatta Council
24	RESTRICTION ON THE USE OF LAND	Lots 31 to 33 inclusive	City of Parramatta Council
25	RESTRICTION ON THE USE OF LAND 5 WIDE (CO)	Part Lot 34	City of Parramatta Council
26	POSITIVE COVENANT 5 WIDE (CP)	Part Lot 34	City of Parramatta Council

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ePlan (DOC.9)

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\sim/33/20$  (7

#### PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT TO DRAIN WATER (VIDE K868355)	Lot 8 in DP735225	Lot 20 in DP270778 and Lot 1 in DP270778
2	EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP270778 DOC.3)	Lot 20 in DP270778	CP/SP94476, Lot 27 in DP270778, Lot 28 in DP270778, Lot 30 in DP270778, Lot 1 in DP270778 and CP/SP95128 Lot 20 in DP270778
3	RIGHT OF ACCESS 20 WIDE (DP270778 DOC.4)	Lot 1, 20, 23 and 24 in DP270778	Lot 1, 20 and 23 in DP270778
4	EASEMENT FOR OVERHANG 2 WIDE (LIMITED IN STRATUM) (DP270778 DOC.7)	Lot 20 in DP270778	Lot 1 in DP270778

...... **Council Authorised Person** 

Plan: DP270778

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\frac{1}{23}/2017$ 

PART 2 (Terms)

#### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the Owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

- (a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Strata Management Statement, or any Rules, to access or use the particular Facility; and
- (b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Owner of the Benefited lot.

#### Authorised Vehicles means:

- (a) public transport vehicles;
- (b) emergency service vehicles;
- (c) any other vehicles undertaking services for or on behalf of an Authority, such as garbage trucks; and
- (d) any other vehicles of less than 2 tonnes in weight.

Authority means any national, state or local government, semi-government, quasigovernment or other judicial body or relevant authority and includes, without limitation, the Council.

Council Authorised Person

ePlan (DOC.9) (Sheet 7 of 76 sheets)

Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\frac{2c}{33/2017}$ 

**Building** means the building constructed within lots 31 to 33 inclusive in the Community Plan.

**Car Share Parking Spaces** means the car parking spaces located on the site of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (CN).

**Car Share Scheme** means the car share scheme operating within the site of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (CN) required to be established under the relevant development consent.

**Committee** means the building management committee constituted in accordance with the Strata Management Statement.

**Community Association** means the community association constituted on registration of the Community Plan.

**Community Management Statement** means the community management statement registered with the Community Plan.

Community Plan means DP270778.

Council means City of Parramatta Council.

**Emergency** means any emergency situation, including one that involves a risk to a person's health or safety.

**Emergency Equipment** includes fire extinguishers, fire hoses and any other equipment available designed for a similar use.

Equipment means materials, tools, implements, machinery and vehicles.

Facility has the meaning given to it in the Strata Management Statement.

**GPT Facility** means the gross pollutant trap, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap or pit forming part of the gross pollutant trap which is contained within the site marked '(CO)' and '(CP)' in the Plan.

**Council Authorised Person** 

(Sheet 8 of 76 sheets)

Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. <a href="https://www.subdivision"></a>

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

**Last Registration Date** means the date which is 3 years after registration of the strata plan subdividing lot 33 in the Community Plan.

Law means any:

- (a) act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and
- (b) certificate, licence, consent, permit, approval and requirement of organisations having jurisdiction over Works.

#### Maintain includes:

- (a) keep clean and tidy;
- (b) maintain in good and serviceable condition;
- (c) maintain in structurally sound condition;
- (d) repair as necessary; and
- (e) replace as necessary.

Occupier means:

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation.

#### Owner means:

(a) a person registered or entitled to be registered as proprietor;

Council Authorised Person

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq c/33/2017$ 

(b) a mortgagee in possession; or

Plan: DP270778

(c) a covenant chargee in possession.

**Prescribed Traffic Control Device** has the meaning given to it in s 121 of the *Road Transport Act 2013* (NSW).

**Prescribed Traffic Control Device Work** means carry out any activity in connection with the construction, erection, installation, maintenance, repair, removal or replacement of a Prescribed Traffic Control Device.

RMS means Roads and Maritime Services (ABN 76 236 371 088).

Rules has the meaning given to it in the Strata Management Statement.

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\frac{2}{3}/2017$ 

- (g) a digital transmission service;
- (h) a radio service;

Plan: DP270778

- a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a system for the removal and passage of sewage;
- (I) a system for the removal and passage of trade waste;
- (m) a system for the passage of water;
- (n) a mechanical ventilation system;
- (o) a fire safety or control system;
- (p) hydraulic services;
- (q) a security system;
- (r) escalators;
- (s) lifts;
- (t) closed circuit television video and audio services; and
- (u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

**Special Receiving Facility** means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Council Authorised Person

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. 5c/33/2017

**Strata Management Statement** means the strata management statement in force in respect of the Building.

Traffic Control Facility has the meaning given to it in the Transport Act.

Traffic Control Work means the carrying out of any activity in connection with the construction, erection, installation, maintenance, repair, removal or replacement of a Traffic Control Facility.

Transport Act means the Transport Administration Act 1988 (NSW).

**Vehicle** includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Works** includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

#### 1.2 References to certain terms

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an Owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. \$</33/2017

- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (I) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

Council Authorised Person

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

## 1.3 Complying with the Strata Management Statement and Community Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each Owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

- (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument;
- (b) comply with the Community Management Statement, where applicable; and
- (c) comply with the Strata Management Statement, where applicable.

#### 1.4 **Positive covenants and maintenance requirements**

A requirement in an easement that an Owner of a Benefited lot or an Owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

### 1.5 Section 106 of the Strata Schemes Development Act 2015

If section 106 of the *Strata Schemes Development Act 2015* (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 106 are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

Council Authorised Person

ePlan (DOC.9) (Sheet 14 of 76 sheets)

Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. <a href="https://www.sci.org"></a>

#### 1.6 Release and indemnity

- (a) This clause 1.6 applies to each easement in this instrument, except the following easements:
  - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
     VARIABLE WIDTH (LIMITED IN STRTUM) (BX) numbered 7 in the Plan;
  - (ii) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BY) numbered 8 in the Plan;
  - EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (CN) numbered 23 in the Plan;
  - (iv) EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CA) numbered 10 in the Plan;
  - (v) RESTRICTION ON THE USE OF LAND numbered 24 in the Plan;
  - (vi) RESTRICTION ON THE USE OF LAND 5 WIDE (CO) numbered 25 in the Plan; and
  - (vii) POSITIVE COVENANT 5 WIDE (CP) numbered 26 in the Plan.
- (b) The Owner of a Benefited lot and Authorised Persons release and indemnify the Owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the Owner of the Burdened lot arising from or in consequence of the exercise by the Owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the Owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:
  - loss or damage to the property of the Owner or any Occupier of the Burdened lot, except fair wear and tear;
  - (ii) loss, damage, expense or liability in respect of any other property; and

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# Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. *Sc/33/2017* 

- (iii) loss, expense or liability in respect of personal injury, disease, illness or death.
- (c) The relevant release and indemnity under **clause 1.6(b)** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Owner of the Burdened lot or its officers, employees, contractors or agents.

## 2 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

- 2.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (Structural Improvements);
  - (b) require that the Structural Improvements on a Burdened lot remain at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (Sheltering Improvements); and
  - (d) require that the Sheltering Improvements on a Burdened lot remain at all times.
- 2.2 The Owner of a Burdened lot must:
  - (a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and
  - (b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this clause 2.2.

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. <a href="https://cov/statescoverset-style="text-align: certificate-style="text-align: certific

- 2.3 If the Owner of a Burdened lot fails to comply with its obligations under this easement, the Owner of the Benefited lot has the right at any time to give a notice to the Owner of the Burdened lot requiring compliance with those obligations.
- 2.4 If the Owner of a Burdened lot fails to comply with a notice given under clause 2.3 within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the Owner of the Benefited lot has the right, but not the obligation, to carry out Works to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Burdened lot must pay the Owner of the Benefited lot, within 14 days of receipt of a demand from the Owner of the Benefited lot, the costs reasonably and properly incurred by the Owner of the Benefited lot in carrying out those Works.
- 2.5 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - (a) to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq c/33/2017$ 

reasonably practicable to its condition before the carrying out of the Works.

## 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 3.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
  - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - (c) have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally, and in any other plane by the Burdened lot; and
  - enter and remain, or direct Authorised Persons to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in relation to Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.2 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to any Service and Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such additional Service and Service Equipment as though they existed at the date of registration of this instrument.

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/zor1

- 3.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that some Services and associated Service Equipment may be maintained by the Community Association in accordance with the Community Management Statement.
- 3.4 The Owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.5 Before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (b) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 3.6 The Owner of a Burdened lot may only withhold consent under **clause 3.5(c)** to the carrying out of the Works if, in the opinion of the Owner of the Burdened lot, reasonably held, the physical result after the Works are carried out will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.
- 3.7 The Owner of a Burdened lot may not withhold consent under **clause 3.5(c)** to the carrying out of Works if the Works:
  - (a) need to be carried out in circumstances which involve an emergency or a danger to public safety;
  - (b) are necessary to enable the Owner of the Benefited lot to comply with any obligations under the Community Management Statement; or

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

- (c) result from or arise out of any relevant Laws or the requirements of any Authority.
- 3.8 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 3.9 The Owner of a Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.



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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2O(7)

## 4 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 3 in the Plan

- 4.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support to the Benefited lot (Structural Improvements);
  - (b) require that the Structural Improvements remain on a Burdened lot at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (Sheltering Improvements); and
  - (d) require that the Sheltering Improvements remain on a Burdened lot at all times.
- 4.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Structural Improvements and Sheltering Improvements will be Facilities which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

4.3 For the purpose of the operation of section 106 of the *Strata Schemes Development Act 2015* (NSW), if the terms of this easement and the terms referred to in section 106 are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this easement prevail.

## 5 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 4 in the Plan

- 5.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot which, at the Last Registration Date, passes through, *or* is situated in, the Burdened lot;
  - (b) the ongoing use of any Service Equipment in a Burdened lot through which, at the Last Registration Date, a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - (c) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to install additional Service Equipment in the Burdened lot, which:
    - (i) is required in order to enhance the capacity or otherwise alter Relevant Service Equipment;
    - (ii) is ancillary in nature to the Relevant Service Equipment; and
    - (iii) does not result in a change to the intended purpose and use of that Relevant Service Equipment,

# (Additional Service Equipment);

(d) have Relevant Service Equipment and the Additional Service Equipment, if applicable, remain in a Burdened lot and, where necessary, have it

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq c/33/2017$ 

supported vertically, horizontally, and in any other plane by the Burdened lot; and

- (e) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment and the Additional Service Equipment, if applicable, in that lot.
- 5.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement , the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - some of the Services, associated Relevant Service Equipment and the Additional Service Equipment, if applicable, will be Facilities which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining such Services, associated Relevant Service Equipment and the Additional Service Equipment, if applicable, as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 5.3 The Owner of a Benefited lot must:
  - (a) Maintain Relevant Service Equipment and the Additional Service Equipment, if applicable, which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and
  - (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment and the Additional Service

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq c/33/2017$ 

Equipment, if applicable, as and when required, to ensure compliance with this **clause 5.3**.

- 5.4 The Owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment and the Additional Service Equipment, if applicable, which:
  - (a) is a Facility; and
  - (b) is, in the opinion of the Owner of the Benefited lot, reasonably held, not properly Maintained by either the Committee or the Owner of a Burdened lot,

so that it is fit to be used for its intended purpose.

- 5.5 Subject to **clauses 5.6** and **5.7**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 5.6 The Owner of a Benefited lot is not obliged to comply with clauses 5.5(a) to 5.5(d) where, in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 5.7 The Owner of a Benefited lot is not obliged to comply with clauses 5.5(c) and 5.5(d) if the carrying out of the Works:

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Plan: DP270778

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- (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under this easement;
- (b) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
- (c) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
- (d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 5.8 The Owner of a Burdened lot may only withhold consent under clause 5.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 5.9 The Owner of a Benefited lot must, while Works are being **c**arried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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#### Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/20(7

- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 5.10 If the Owner of a Benefited lot fails to comply with its obligations under **clause 5.3(a)** in relation to Relevant Service Equipment or Additional Service Equipment on a Burdened lot, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.
- 5.11 If the Owner of a Benefited lot fails to comply with a notice given under **clause 5.10** within a reasonable time after its service, having regard to the type of work or act required:
  - the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Benefited lot must pay the Owner of the Burdened lot, within 14 days of receipt of a demand from the Owner of the Burdened lot, the costs reasonably and properly incurred by the Owner of the Burdened lot under this clause 5.11.
- 5.12 In addition to its rights under clauses 5.10 and 5.11, if, in the opinion of the Owner of a Burdened lot, reasonably held, neither the Committee nor the Owner of a Benefited lot is properly Maintaining Relevant Service Equipment or the Additional Service Equipment, if applicable, on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

5.13 The Owner of a Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

### 6 Terms of EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) numbered 5 in the Plan

- 6.1 The Owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:
  - (a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (Easement Site), in order to exit the Benefited lot; and
  - (b) use any Emergency Equipment located on a Burdened lot.
- 6.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) only use the Easement Site and Emergency Equipment for their intended purposes;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable directions of:

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

- (i) the Committee or any person authorised by the Committee; or
- (ii) the Owner of the Burdened lot.
- 6.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) part of the Easement Site and the Emergency Equipment will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

# 7 Terms of EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) numbered 6 in the Plan

- 7.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use any Facilities on a Burdened lot that they are entitled to use under the Strata Management Statement and the Schedule of Facilities, subject to the terms of the Strata Management Statement.
- 7.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the relevant Facilities;

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. <a href="https://www.subdivision">www.subdivision</a> Certificate No. <a href="https://www.subdivision">www.subdivision</a>

- (b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;
- (c) comply with the Strata Management Statement and any applicable Rules; and
- (d) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- 7.3 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) the costs associated with Maintaining Facilities Maintained by the Committee will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 7.4 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

## 8 Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BX) numbered 7 in the Plan

8.1 An 'Easement for electricity and other purposes' in the terms set out in memorandum registered number AK980903. In this easement, "Easement for electricity and other purposes" is taken to have the same meaning as "Easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (BX) NUMBERED 7 IN THE PLAN:

Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

# 9 Terms of RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BY) numbered 8 in the Plan

- 9.1 Members of the public and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, have the right to pass across the site of this easement (**Easement Site**), subject to complying with the terms set out in this easement.
- 9.2 The Owner of the Burdened lot must:
  - (a) provide subjacent support to the persons permitted to traverse across the Easement Site during the currency of this easement;
  - (b) take out and maintain all relevant insurances that a prudent owner would maintain in respect of its part of the Easement Site (including public risk insurance);
  - (c) maintain, clean and keep in good repair the Easement Site and carry out work within the Easement Site, including constructing, placing and maintain trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

- (d) ensure that any overhanging structures above the Easement Site are maintained and do not impact on the use of this easement; and
- (e) make good any collateral damage.
- 9.3 If the Owner of the Burdened lot fails to comply with its obligations under clauses 9.2(c) to 9.2(e) then City of Parramatta Council has the right at any time to give a written notice to the Owner of the Burdened lot requiring compliance with those obligations.
- 9.4 If the Owner of the Burdened lot fails to comply with a written notice given under **clause 9.3** within a reasonable time after its service, having regard to the nature of the action required, then City of Parramatta Council has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the Owner of the Burdened lot as a debt immediately due and payable.
- 9.5 Subject to **clause 9.6**, before undertaking any action under **clause 9.4**, including the carrying out Works on the Easement Site, City of Parramatta Council must provide the Owner of the Burdened lot:
  - (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 9.4**; and
  - (b) a Schedule of Works to be carried out on the Easement Site.
- 9.6 City of Parramatta Council is not obliged to comply with **clause 9.5** where, in the opinion of City of Parramatta Council, reasonably held, there is an Emergency.
- 9.7 The rights granted under this easement:
  - (a) are subject to the rights of the Owner and any Occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. 5c/33/2017

- (b) may only be exercised on foot or using wheelchairs or disabled access aids or by Authorised Vehicles;
- (c) may be exercised with or without animals; and
- (d) are subject to possible temporary restrictions imposed by the Owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
- 9.8 When exercising rights under this easement, members of the public and Authorised Persons must:
  - (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
  - (b) cause as little inconvenience as is practicable to the Owner and any Occupier of the Burdened lot.
- 9.9 Members of the public and Authorised Persons must not park or stand a Vehicle on the Burdened lot, except where expressly permitted.
- 9.10 The rights granted under this 'RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BY)' do not apply to the part of the Easement Site in which Car Share Parking Spaces are located until such time as:
  - the rights granted under the EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (CN) are suspended or released; or
  - (b) the Car Share Scheme ceases to operate.

Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BY) numbered 8 in the Plan:

City of Parramatta Council

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. <a href="https://www.sciencemetricatescopercemetric">C/33/2017</a>

## 10 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BZ) numbered 9 in the Plan

- 10.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Benefited lot.
- 10.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - not park or stand a Vehicle on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 10.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 10.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 10.5 Subject to **clauses 10.6** and **10.7**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 10.6 The Owner of a Benefited lot is not obliged to comply with **clauses 10.5(a)** to **10.5(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 10.7 The Owner of a Benefited lot is not obliged to comply with **clauses 10.5(c)** and **10.5(d)** if the carrying out of the Works:

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ePlan (DOC.9)

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/20?

- (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement ;
- (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 10.8 The Owner of the Burdened lot may only withhold consent under **clause 10.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 10.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 10.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

#### 11 Terms of EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CA) numbered 10 in the Plan

- 11.1 The Owner of the Burdened lot grants to the relevant Authority the rights to:
  - (a) install any Traffic Control Facility and Prescribed Traffic Control Device;
  - (b) carry out Traffic Control Work and Prescribed Traffic Control Device Work; and
  - (c) do anything reasonably necessary for that purpose, including the right to pass and repass across the easement site, stand Vehicles in the site of the easement, together with the right to enter onto the easement site together with any Equipment necessary to carry out the Traffic Control Work and the Prescribed Traffic Control Device Work.
- 11.2 In exercising the rights provided under **clause 11.1** the relevant Authority must:
  - (a) ensure that all work is done properly;

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

- (b) cause as little inconvenience as is practicable to the Owner of the Burdened lot;
- (c) cause as little damage as is practicable to the Burdened lot and any improvement on it;
- (d) restore the Burdened lot as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CA) numbered 10 in the Plan:

Roads and Maritime Services

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## 12 Terms of RIGHT TO USE CARWASH BAY VARIABLE WIDTH (LIMITED IN STRATUM) (CB) numbered 11 in the Plan

- 12.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
  - (a) to use the carwash bay on the site of this easement (**Carwash Bay**) for the washing and cleaning of Vehicles; and
  - (b) for those Vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Carwash Bay.
- 12.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Carwash Bay;

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

- (b) take all reasonable precautions so that no damage is caused to the Carwash Bay or any other part of the Burdened lot;
- (c) leave the Carwash Bay and any areas surrounding them clean and tidy after use;
- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 12.3 The Owner of a Benefited lot and Authorised Persons must not park or stand any Vehicle in the Carwash Bay other than for the washing and cleaning of Vehicles, except where expressly permitted.
- 12.4 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Carwash Bay will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Carwash Bay as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 12.5 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Carwash Bay, the Owner of the Benefited lot has the right, but not the obligation, to carry out

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Works and do anything else it considers reasonably necessary in relation to the Carwash Bay so that it is fit to be used for its intended purpose.

- 12.6 Subject to **clauses 12.7** and **12.8**, before carrying out Works under this easement on the Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 12.7 The Owner of a Benefited lot is not obliged to comply with **clauses 12.6(a)** to **12.6(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 12.8 The Owner of a Benefited lot is not obliged to comply with **clauses 12.6(c)** and **12.6(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

- 12.9 The Owner of the Burdened lot may only withhold consent under **clause 12.6(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 12.10 The Owner of a Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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- 12.11 The Owner of a Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.
- 13 Terms of RIGHT OF ACCESS AND USE OF RECREATION AREA VARIABLE WIDTH (LIMITED IN STRATUM) (CC) numbered 12 and RIGHT OF ACCESS AND USE OF RECREATION AREA VARIABLE WIDTH (LIMITED IN STRATUM) (CD) numbered 13 in the Plan
- 13.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
  - (a) to use the recreation area and associated facilities on the site of this easement (Recreation Area) for recreational purposes; and
  - (b) to enter and pass across that part of a Burdened lot which provides access to and egress from the Recreational Area on foot or with wheelchairs or other disabled access aids, but excluding all other Vehicles.
- 13.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Recreation Area;
  - (b) take all reasonable precautions so that no damage is caused to the Recreation Area or any other part of the Building;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.

\_\_\_\_\_ **Council Authorised Person** 

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $S \subset /33/2 \odot 7$ 

- 13.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) the Recreation Area will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Recreation Area as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 13.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Recreation Area, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Recreation Area so that it is fit to be used for its intended purpose.
- 13.5 Subject to **clauses 13.6** and **13.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.

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- 13.6 The Owner of a Benefited lot is not obliged to comply with **clauses 13.5(a)** to **13.5(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 13.7 The Owner of a Benefited lot is not obliged to comply with clauses 13.5(c) and13.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 13.8 The Owner of the Burdened lot may only withhold consent under clause 13.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 13.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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(c) ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 13.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 14 Terms of RIGHT TO USE WASTE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (CE) numbered 14 in the Plan

- 14.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the waste lift located on the site of this easement (**Waste Lift**) to transport waste receptacles to and from the Benefited lot.
- 14.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Waste Lift;

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- (b) take all reasonable precautions so that no damage is caused to the Waste Lift or any other part of the Burdened lot;
- (c) leave the Waste Lift clean and tidy after use;
- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 14.3 The Owner of the Benefited lot and the Owner of each Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Waste Lift will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Waste Lift as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

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- 14.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Waste Lift, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Waste Lift so that it is fit to be used for its intended purpose.
- 14.5 Subject to **clauses 14.6** and **14.7**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 14.6 The Owner of a Benefited lot is not obliged to comply with clauses 14.5(a) to 14.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 14.7 The Owner of a Benefited lot is not obliged to comply with **clauses 14.5(c)** and **14.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

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- 14.8 The Owner of the Burdened lot may only withhold consent under **clause 14.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 14.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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14.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 15 Terms of EASEMENT FOR PLENUM VARIABLE WIDTH (LIMITED IN STRATUM) (CF) numbered 15 in the Plan

- 15.1 The Owner of each Benefited lot has the right to the uninterrupted passage of air, in any quantities, to the Benefited lot through the plenum located within the site of this easement (Easement Site).
- 15.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 15.3 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

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- 15.4 Subject to **clauses 15.5** and **15.6**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 15.5 The Owner of a Benefited lot is not obliged to comply with **clauses 15.4(a)** to **15.4(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 15.6 The Owner of a Benefited lot is not obliged to comply with **clauses 15.4(c)** and **15.4(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement ;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 15.7 The Owner of the Burdened lot may only withhold consent under **clause 15.4(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

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- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 15.8 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage **a**s possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 15.9 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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- 16 Terms of EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CG), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CH), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CI), EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CJ) numbered 16, 17, 18, and 19 respectively in the Plan
- 16.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all other Vehicles.
- 16.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 16.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

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(b) it is intended that:

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- (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 16.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 16.5 Subject to **clauses 16.6** and **16.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 16.6 The Owner of a Benefited lot is not obliged to comply with clauses 16.5(a) to 16.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 16.7 The Owner of a Benefited lot is not obliged to comply with clauses 16.5(c) and 16.5(d) if the carrying out of the Works:

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- (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
- (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 16.8 The Owner of the Burdened lot may only withhold consent under **clause 16.5(d)**to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 16.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 16.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 17 Terms of EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (CK) numbered 20 in the Plan

- 17.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
  - to use the loading dock and associated facilities on the site of this easement (Loading Dock) for the parking of Vehicles in connection with the loading and unloading of those Vehicles; and
  - (b) for those Vehicles to enter and pass across that part of a Burdened lot which provides access to and egress from the Loading Dock.
- 17.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Loading Dock;

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- (b) take all reasonable precautions so that no damage is caused to the Loading Dock or any other part of a Burdened lot;
- (c) leave the Loading Dock and any areas surrounding it clean and tidy after use;
- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 17.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) the Loading Dock will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Loading Dock as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 17.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Loading Dock, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Loading Dock so that it is fit to be used for its intended purpose.
- 17.5 Subject to **clauses 17.6** and **17.7**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:

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- (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
- (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
- (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 17.6 The Owner of a Benefited lot is not obliged to comply with clauses 17.5(a) to 17.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 17.7 The Owner of a Benefited lot is not obliged to comply with **clauses 17.5(c)** and **17.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 17.8 The Owner of the Burdened lot may only withhold consent under **clause 17.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or

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(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 17.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 17.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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Plan: DP270778

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

## 18 Terms of EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (CL) NUMBERED 21 in the Plan

- 18.1 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the waste storage collection bay located on the site of this easement (Waste Storage Collection Bay) for the purpose of storing waste storage receptacles pending their collection.
- 18.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the
     Waste Storage Collection Bay to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Waste Storage Collection Bay;
  - (c) only dispose of waste in the waste receptacles in the Waste Storage Collection Bay;
  - (d) only use the Waste Storage Collection Bay for its intended purpose so as not to cause or permit any hazards or nuisances;
  - (e) take all reasonable precautions so that no damage is caused to the Waste Storage Collection Bay or any other part of the Burdened lot; and
  - (f) comply with all Laws and the requirements of all Authorities regarding the storage and disposal of waste.
- 18.3 The Owner of the Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is

Council Authorised Person

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq (33)/2017$ 

required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

- (b) it is intended that:
  - (i) the Waste Storage Collection Bay will be a Facility which will be Maintained by the Committee; and
  - (ii) the costs associated with the Committee Maintaining the Waste Storage Collection Bay as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 18.4 If, in the opinion of the Owner of the Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Waste Storage Collection Bay, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Waste Storage Collection Bay so that it is fit to be used for its intended purpose.
- 18.5 Subject to **clauses 18.6** and **18.7** before carrying out Works under this easement on the Burdened lot, the Owner of the Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.

Council Authorised Person

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. SC/33/2017

- 18.6 The Owner of the Benefited lot is not obliged to comply with clauses 18.5(a) to 18.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 18.7 The Owner of the Benefited lot is not obliged to comply with **clauses 18.5(c)** and **18.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 18.8 The Owner of the Burdened lot may only withhold consent under **clause 18.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 18.9 The Owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq c/33/2017$ 

- (c) ensure that:
  - (i) all necessary safety measures are taken;
  - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
  - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
  - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 18.10 The Owner of the Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

### 19 Terms of EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (CM) numbered 22 in the Plan

- 19.1 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the waste storage room located on the site of this easement (**Waste Storage Room**).
- 19.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (g) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Waste Storage Room;
  - (h) only dispose of waste in the waste receptacles in the Waste Storage Room;

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Plan: DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc /33/20(7

- (i) only use the Waste Storage Room for its intended purpose so as not to cause or permit any hazards or nuisances;
- (j) take all reasonable precautions so that no damage is caused to the Waste Storage Room or any other part of the Burdened lot;
- (k) take all reasonable steps to keep the Waste Storage Room clean and tidy,
   free of vermin and minimise the emission of unpleasant odours;
- (I) comply with all Laws and the requirements of all Authorities regarding the disposal of waste;
- (m) comply with the Strata Management Statement and any applicable Rules; and
- (n) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- 19.3 The Owner of the Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Waste Storage Room will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Waste Storage Room as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 19.4 If, in the opinion of the Owner of the Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Waste Storage Room, the Owner of the Benefited lot has the right, but not the obligation, to

Council Authorised Person

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DP270778

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2ci7

carry out Works and do anything else it considers reasonably necessary in relation to the Waste Storage Room so that it is fit to be used for its intended purpose.

- 19.5 Subject to **clauses 19.6** and **19.7**, before carrying out Works under this easement on the Burdened lot, the Owner of the Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 19.6 The Owner of the Benefited lot is not obliged to comply with clauses 19.5(a) to 19.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 19.7 The Owner of the Benefited lot is not obliged to comply with **clauses 19.5(c)** and **19.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

Council Authorised Person

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc /33/2017

- 19.8 The Owner of the Burdened lot may only withhold consent under **clause 19.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

Plan: DP270778

- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 19.9 The Owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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DP270778 Plan:

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq c/33/2017$ 

19.10 The Owner of the Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 20 Terms of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMTED IN STRATUM) (CN) numbered 23 in the Plan

- 20.1 The operator of, and members of the public participating in, the Car Share Scheme (Car Share Users) have the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Car Share Parking Spaces; and
  - (b) park motor vehicles used as part of the operation of the Car Share Scheme in the Car Share Parking Spaces.
- 20.2 The Owner of the Burdened lot must:
  - (a) provide subjacent support to the persons permitted to traverse across the Easement Site during the currency of this easement;
  - (b) take out and maintain all relevant insurances that a prudent owner would maintain in respect of its part of the Easement Site (including public risk insurance);
  - (c) maintain, clean and keep in good repair the Easement Site and carry out work within the Easement Site, including constructing, placing and maintain trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;
  - (d) ensure that any overhanging structures above the Easement Site are maintained and do not impact on the use of this easement; and

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. 5c/33/2017

(e) make good any collateral damage.

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Plan

- 20.3 If the Owner of the Burdened lot fails to comply with its obligations under **clauses** 20.2(c) to 20.2(e) then City of Parramatta Council has the right at any time to give a written notice to the Owner of the Burdened lot requiring compliance with those obligations.
- 20.4 If the Owner of the Burdened lot fails to comply with a written notice given under clause 20.3 within a reasonable time after its service, having regard to the nature of the action required, then City of Parramatta Council has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the Owner of the Burdened lot as a debt immediately due and payable.
- 20.5 Subject to **clause 20.6**, before undertaking any action under **clause 20.4**, including the carrying out Works on the Easement Site, City of Parramatta Council must provide the Owner of the Burdened lot:
  - (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 20.4**; and
  - (b) a Schedule of Works to be carried out on the Easement Site.
- 20.6 City of Parramatta Council is not obliged to comply with **clause 20.5** where, in the opinion of City of Parramatta Council, reasonably held, there is an Emergency.
- 20.7 When exercising rights under this easement, the Car Share Users must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with any signs within the Burdened lot;

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. SC/33/2017

- (d) not park or stand a motor vehicle used as part of the operation of the Car Share Scheme on the Easement Site, or any other part of the Building, other than within a Car Share Parking Space; and
- (e) comply with any reasonable direction of the Owner of the Burdened lot or any person authorised by the Owner of the Burdened lot.

## 21 Terms of RESTRICTION ON THE USE OF LAND numbered 24 in the Plan

21.1 A car parking space or storage space within, or forming part of a Burdened lot, must not be used other than by an Owner or Occupier of the Building.

## 22 Terms of RESTRICTION ON THE USE OF LAND 5 WIDE (CO) numbered 25 in the Plan

22.1 The Owner of the Burdened lot must not make or permit or suffer the making of any alterations to the GPT Facility constructed within the Burdened lot without the prior consent in writing of the City of Parramatta Council.

## Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND 5 WIDE (CO) numbered 25 in the Plan:

City of Parramatta Council

## 23 TERMS OF POSITIVE COVENANT 5 WIDE (CP) NUMBERED 26 IN THE PLAN

The Owner of the Burdened lot covenants as follows with the City of Parramatta Council of the GPT Facility constructed and/or installed on the Burdened lot, that they will:

- (a) keep the GPT Facility clean and free from silt, rubbish and debris;
- (b) maintain and repair the GPT Facility at the sole expense of the Owner proprietor of the Burdened lot, so that it functions in a safe and efficient manner;

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\frac{23}{2017}$ 

- (c) for the purposes of ensuring observance of this covenant, permit the City of Parramatta Council to enter the burdened lot and inspect the condition of the GPT Facility and the state of construction, maintenance or repair of the GPT Facility, for compliance with the requirements of this covenant; and
- (d) comply with the terms of any written notice issued by the City of Parramatta to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the GPT Facility and to that extent section 88F(2)(a) of the *Conveyancing Act* 1919 (NSW) is hereby agreed to be amended accordingly.
- 23.2 Pursuant to section 88F(3) of the *Conveyancing Act 1919* (NSW) the City of Parramatta Council shall have the following additional powers pursuant to this covenant:
  - (a) in the event that the Owner of the Burdened lot fails to comply with the terms of any written notice issued by the City of Parramatta Council as set out above, the City of Parramatta Council may enter the Burdened lot with all necessary equipment and carry out any work considered by the City of Parramatta Council to be reasonable to comply with the said notice referred to above; and
  - (b) The City of Parramatta Council may recover from the Owner of the Burdened lot in a court of competent jurisdiction:
    - (i) any expense reasonably incurred by it in exercising its powers under clasue 23.2(a). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by the City of Parramatta Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work; and
    - legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the *Conveyancing Act 1919* (NSW) or

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. 5c/33/2017

providing any certificate required pursuant to section 88G of the *Conveyancing Act 1919* (NSW) or obtaining any injunction pursuant to section 88H of the *Conveyancing Act 1919* (NSW).

# NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE POSITIVE COVENANT NUMBERED 26 IN THE PLAN:

City of Parramatta Council

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. sc/s3/20c7

EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the *Corporations Act 2001* (Cth):

DP270778

J.K. inse

Signature of Director

Plan:

## Joseph Kinsella

Name of Director (block letters)

w Kingel

Signature of Director/Secretary

## William Kinsella

Name of Director/Secretary (block letters)

.......................

**Council Authorised Person** 

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. SC/33/2017

SIGNED SEALED AND DELIVERED by ANASTASIA FALOGIANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 493 under registered power of attorney Book 4711 No. 227 .....in the presence of: Signature of witness KIT LIEW ..... Name of witness (block letters)

......

DP270778

Plan:

242 PITT STREET

SYBNEY NSW 2000

Address of witness (block letters)

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

..... **Council Authorised Person** 

ePlan (DOC.9) (Sheet 71 of 76 sheets)

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/2017

#### SIGNED SEALED AND DELIVERED by

Plan: DP270778

GREG LINKLATER as attorney for A3 SG ALPHA PTE, LTD under registered power of attorney Book 4719 No. 757 dated 17 DANYARY 2016 in the presence of:

Signature of witness

..... Name of witness (block letters)

Level 65, 19 Martin Place, Sydrey Address of witness (block letters)

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

**Council Authorised Person** 

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc / 33/29(7)

SIGNED SEALED AND DELIVERED by for and) on behalf of ) as-attorney for Alpha Distribution Ministerial ) Holding Corporation (ABN 67 505 387 385) ) under registered power of attorney ) Book No.

dated-----in-the-presence-of-

Signature of witness

YANNICK TRAN

Name of witness (block letters)

Plan: DP270778

126 Phillip Street Sydney Address of witness (block letters)

By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney-Signature of Agent for Rob Whitfield NSW Treasury Secretary (NSW Treasurg delegate under delegation dated 24 November 2015) on behalf of Alpha Distribution ministerial Holding Corporation

RICHARD DENT Name of Agent in Full

Council Authorised Person

Draft-Deposited\_Plan-Instrument

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\leq c/33/2017$ 

#### SIGNED SEALED AND DELIVERED by

Plan: DP270778

-as-attorney for Roads and Maritime Services (ABN 76 236 371 088) under registered power of attorney by ils authorised delegate Bookdatedin the presence of:2-

Signature of witness <u>GUYN</u> <u>JONES</u> Name of witness (block letters)

33 JAMES CRAIG. ROAD., ROZELLE NSW 2039 Address of witness (block letters)

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

Gary Inberg Authonised delegate

Council Authorised Person

ePlan (DOC.9) (Sheet 74 of 76 sheets)



Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No. Sc/33/26(7

#### Approved Form 21 COMMUNITY LAND DEVELOPMENT ACT CERTIFICATE OF ASSOCIATION CONSENTING TO DOCUMENTS AFFECTING THE SCHEME

#### Approved Form 21 COMMUNITY LAND DEVELOPMENT ACT CERTIFICATE OF ASSOCIATION CONSENTING TO DOCUMENTS AFFECTING THE SCHEME

The \*Community/\*Precinct/\*Neighbourhood-Association Deposited Plan No. 270778 certifies that on..3.0.4.3.4.4.7..... it passed a unanimous resolution consenting to the: Release of an easement, restriction on the use of land or positive-covenant which beenfits association property.

#### Approved Form 18 COMMUNITY LAND DEVELOPMENT ACT ATTESTATION

and Melissa Elliot 1...Sonev Signature(s).....MElluit

being the person(s) authorised by section 8 Community Land Management Act 1989 to attest to the affixing of the seal.



**Council Authorised Person** 

(Sheet 75 of 76 sheets)

Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\frac{1}{2}/\frac{2}{2}$ 

#### Approved Form 13 Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on <u>24/4/17</u>, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period.

The seal of The Owners - Strata Plan No  $\frac{944476}{10}$  was affixed on  $^{-5}$  - 5 - 17 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: MElliott Name: Melissa Clliott Authority: Stigta Manager

Plan: DP270778

Signature:

Name: SAILESH SHAKYA

Authority: STRATA MANAGE

## Approved Form 13 Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on <u>2614177</u>, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period.

The seal of The Owners - Strata Plan No  $\frac{95.128}{2}$  was affixed on  $^{-5.5}$  -  $\frac{5.5}{2}$  in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: MEllett Name: Melissa Elliota

Authority: Sticity Manager

STRAZA Common Seal

Council Authorised Person

OF STRATA OLAN NO Seal SS UMO UHL

Name: SALLESH SHAKYA

Authority: SIRATA MANAGE

Signature:

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Plan of subdivision of Lot 20 in DP270778 and easements affecting Lot 1 in DP270778 covered by Subdivision Certificate No.  $\sim /33/20(7)$ 

EXECUTED by CITY OF PARRAMATTA COUNCIL by its authorised delegate pursuant to section 377 of the *Local Government Act 1993* (NSW)

Plan: DP270778

MARK LEOTTA

Name of Delegate (block letters)

Signature of Delegate

MANAGER-DEVELOPMENT & TRAFFIC

Position of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

EVA LOSENTINO

Name of Witness (block letters)

Parente

Signature of Witness

126 CHURCH STREET PARRAMAITA.

Address of Witness

Council Authorised Person



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

ePlan (DOC.10) (Sheet 1 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No. SC/16/2018

Full name and address of the owner of the land:

Fairmead Business Pty Ltd (ACN 069 006 426) Suite 101, 25 Angas Street MEADOWBANK NSW 2114

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lot 39 Lots 35 to 38 inclusive	Lots 35 to 38 inclusive Lot 39
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lot 39 Lots 35 to 38 inclusive	Lots 35 to 38 inclusive Lot 39
3	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lot 35 Lot 36 Lot 37 Lot 38	Lots 36 to 38 inclusive Lots 35, 37 and 38 Lots 35, 36 and 38 Lots 35 to 37 inclusive
4	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lot 35 Lot 36	Lots 36 to 38 inclusive Lots 35, 37 and 38

### PART 1 (Creation)

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Deposited Plan Instrument – Marina Square

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:294 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.10)

(Sheet 2 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq 1/6/20/3$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
	i	Lot 37	Lots 35, 36 and 38
		Lot 38	Lots 35 to 37 inclusive
5		Lot 35	Lots 36 to 38 inclusive
	EGRESS (WHOLE OF LOT)	Lot 36	Lots 35, 37 and 38
		Lot 37	Lots 35, 36 and 38
		Lot 38	Lots 35 to 37 inclusive
6	EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)	Lot 35	Lots 36 to 38 inclusive
		Lot 36	Lots 35, 37 and 38
		Lot 37	Lots 35, 36 and 38
		Lot 38	Lots 35 to 37 inclusive
7	EASEMENT TO ACCESS PLENUM	Lot 35	Lots 36 to 38 inclusive
	(WHOLE OF LOT)	Lot 36	Lots 35, 37 and 38
		Lot 37	Lots 35, 36 and 38
		Lot 38	Lots 35 to 37 inclusive
8	EASEMENT FOR MECHANICAL VENTILATION, SERVICES AND FUTURE SERVICES (WHOLE OF LOT)	Lots 35, 36 and 38	Lot 37
9	EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)	Lot 35	Lots 36 to 38 inclusive
		Lot 36	Lots 35, 37 and 38



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ePlan (DOC.10)

(Sheet 3 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq C/16/100$  (8)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Lot 37	Lots 35, 36 and 38
- - -		Lot 38	Lots 35 to 37 inclusive
10	EASEMENT FOR CONSTRUCTION	Lot 35	Lots 36 to 39 inclusive
	PURPOSES (WHOLE OF LOT)	Lot 36	Lots 35 and 37 to 39 inclusive
		Lot 37	Lots 35, 36, 38 and 39
		Lot 38	Lots 35 to 37 inclusive and 39
		Lot 39	Lots 35 to 38 inclusive
11		Lot 35	Lots 36 to 39 inclusive
	SWING (WHOLE OF LOT)	Lot 36	Lots 35 and 37 to 39 inclusive
		Lot 37	Lots 35, 36, 38 and 39
		Lot 38	Lots 35 to 37 inclusive and 39
		Lot 39	Lots 35 to 38 inclusive
12	EASEMENT FOR NOISE, VIBRATION AND DUST (WHOLE OF LOT)	Lot 35	Lots 36 to 39 inclusive
		Lot 36	Lots 35 and 37 to 39 inclusive
		Lot 37	Lots 35, 36, 38 and 39
		Lot 38	Lots 35 to 37 inclusive and 39

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(Sheet 4 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \subset (16/30)$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Lot 39	Lots 35 to 38 inclusive
13	EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)	Lots 35 to 38 inclusive	Lot 24 in DP270778
		Lot 24 in DP270778	Lots 35 to 38 inclusive
14	EASEMENT FOR ACCESS TO ROOF (WHOLE OF LOT)	Lot 35 <b>a</b> nd 36	Lot 37
15	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CQ)	Lot 35	Lots 36 to 38 inclusive
		Lot 36	Lots 35, 37 and 38
16	RIGHT TO USE WASTE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (CR)	Lot 36	Lots 35 and 38
17	EASEMENT FOR PLENUM VARIABLE WIDTH (LIMITED IN	Lot 35	Lots 36 to 38 inclusive
	STRATUM) (CS)	Lot 36	Lots 35, 37 and 38
18	EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (CT)	Lot 37	Lots 35, 36 and 38
19	EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CU)	Lot 36	Lots 35 and 38
20	EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (CV)	Lot 36	Lots 35 and 38



(Sheet 5 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\int C/(6/2 J/8)$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
21	EASEMENT TO ACCESS AND USE GARBAGE STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM) (CW)	Lot 36	Lots 35 <b>a</b> nd 38
22	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CX)	Lots 36, 37, and 39	Alpha Distribution Ministerial Holding Corporation
23	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CY)	Lot 37	Lots 35 and 36
24	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 2 WIDE (LIMITED IN STRATUM) (CZ)	Lot 1 in DP270778	Lots 35 to 38 inclusive
25	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DA)	Lot 39	Roads and Maritime Services and City of Parramatta Council
26	EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DB)	Lot 36	City of Parramatta Council
27	EASEMENT FOR PEDESTRIAN ACCESS 1.3 WIDE (LIMITED IN STRATUM) (DC)	Lot 35	Lot 37
28	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DD)	Lot 35 Lot 36	Lot 36 Lot 35



(Sheet 6 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $5 C / 16 / 20 / 3^{3}$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
29	EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM) (DE)	Lot 39	Lot 37
30	RIGHT OF ACCESS AND USE OF RECREATION AREA VARIABLE WIDTH (LIMITED IN STRATUM) (DF)	Lots 35 a <del>nd 36</del> Lot 36	Lots <del>35;</del> 36 and 38 Lots 35 and 38
31	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DG)	Lots 35 and 36	Lot 37
32	RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (DH)	Lot 36	Lots 37 and 38
33	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DI)	Lot 36	Lot 38
34	RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (DJ)	Lot 36	Lot 38
35	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DK)	Lot 36	Lot 37
36	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DL)	Lot 36	Lot 35
37	RIGHT TO USE CARWASH BAY 4.23 WIDE (LIMITED IN STRATUM) (DM)	Lot 36	Lots 35 and 38
38	EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DN)	Lot 36	Lot 38

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ePlan (DOC.10)

(Sheet 7 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \subset (16/20/8)$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
39	EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DO)	Lot 39	Roads and Maritime Services
40	EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP)	Lot 39	Roads and Maritime Services
41	POSITIVE COVENANT (DQ)	Lot 39	Roads and Maritime Services
42	RESTRICTION ON THE USE OF LAND	Lots 35, 36 and 38	City of Parr <b>a</b> matta Coun <b>c</b> il
43	EASEMENT FOR ACCESS AND USE OF PET PARKING 2.5 WIDE (LIMITED IN STRATUM) (DR)	Lot 1 in DP270778	Lot 37
44	EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DS)	Lot 1 in DP270778	Lot 37
45	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DT)	Lot 35	Lot 36
46	EASEMENT FOR PEDESTRIAN ACCESS 1 WIDE (LIMITED IN STRATUM) (DU)	Lot 35	Lot 36
47	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DV)	Lot 36	Lots 37 and 38
48	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH	Lot 36	Lot 38

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(Sheet 8 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S < //b / \lambda D / S$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
	(LIMITED IN STRATUM) (DW)		
49	RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DX)	Lot 39	Alpha Distribution Ministerial Holding Corporation
50	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DY)	Lot 35	Lot 37
51	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DZ)	Lot 35	Lot 36
52	EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (EA)	Lot 36	City of Parramatta Council
53	EASEMENT FOR ACCESS TO GREASE ARRESTOR ROOMS VARIABLE WIDTH (LIMITED IN STRATUM) (EB)	Lot 35	Lot 37
54	RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (EC)	Lot 35	Lot 37
55	EASEMENT FOR SIGNAGE 0.5 WIDE (LIMITED IN STRATUM) (ED)	Lot 36 and 39	Lot 37
56	RESTRICTION ON THE USE OF LAND	Lot 36	City of Parramatta Council

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(Sheet 9 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No. 5C/(6/20/8)

#### PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	RIGHT OF ACCESS 17.5 & 25 WIDE (AY) (DP270778 DOC.7)	Lot 11 in DP270778	Roads and Maritime Services
2	EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES 17.5 & 25 WIDE (AZ) (DP270778 DOC.7)	Lot 11 in DP270778	Roads and Maritime Services
3	EASEMENT TO PERMIT ENCROACHING STRUCTURE AND SERVICES TO REMAIN VARIABLE WIDTH (AA) (DP270778 DOC.4)	Lot 11 in DP270778 Lot 24 in DP270778	Lot 24 in DP270778 Lot 11 in DP270778
4	EASEMENT FOR SUPPORT AND SHELTER VARIABLE WIDTH (Z) (DP270778 DOC.4)	Lot 11 in DP270778 Lot 24 in DP270778	Lot 24 in DP270778 Lot 11 in DP270778
5	EASEMENT TO ACCESS AND USE CLICK AND COLLECT BAY 2.6 AND 5 WIDE (LIMITED IN STRATUM) (AM) (DP270778 DOC.6)	1 Lot <del>18</del> in DP270778	Lots 35, 36, 38 and 39
6	EASEMENT TO DRAIN WATER (K868355)	Lot 8 in DP735225	Lot 11 in DP270778

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ePlan (DOC.10) (Sheet 10 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq C/(6/LO/8)$ 

PART 2 (Terms)

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the Owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

- (a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Strata Management Statement, or any Rules, to access or use the particular Facility; and
- (b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Owner of the Benefited lot.

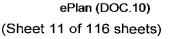
#### Authorised Vehicles means:

- (a) public transport vehicles;
- (b) emergency service vehicles;
- (c) any other vehicles undertaking services for or on behalf of an Authority, such as garbage trucks; and
- (d) any other vehicles of less than 2 tonnes in weight.

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation the Council.

Building means the building constructed within lots 35 to 38 inclusive in the Plan.

**Council Authorised Person** 



Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $5^{\circ}//6/30$ 

**Car Share Parking Spaces** means the car parking spaces located on the site of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DB) and (EA) marked "CSH" in the Plan.

**Car Share Scheme** means the car share scheme operating within the site of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DB) and (EA) required to be established under the relevant development consent.

**Committee** means the building management committee constituted in accordance with the Strata Management Statement.

**Community Association** means the community association constituted on registration of the Community Plan.

**Community Management Statement** means the community management statement registered with the Community Plan.

Community Plan means DP270778.

Plan: DP270778

**Community Scheme** means the community scheme created on the registration of the Community Plan.

Companion Animals Act means the Companion Animals Act 1998 (NSW)

Council means City of Parramatta Council.

**Development Approval** means DA-437/2014 and includes any modification to DA-437/2014 under section 96 of the *Environmental Planning and Assessment Act* 1979 (NSW).

**Development Works** means the development and construction works to be undertaken by the Original Owner or a person authorised by the Original Owner, in including its contractor, as contemplated in the Development Approval, and includes all ancillary works.

**Emergency** means any emergency situation, including one that involves a risk to a person's health or safety.

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ePlan (DOC.10) (Sheet 12 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No. 5C/16/2013

Equipment means materials, tools, implements, machinery and vehicles.

Facility has the meaning given to it in the Strata Management Statement.

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

Last Registration Date means the date which is 3 years after registration of the strata plan subdividing lot 36 in the Community Plan.

Law means any:

Plan: DP270778

- (a) act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and
- (b) certificate, licence, consent, permit, approval and requirement of organisations having jurisdiction over Works.

Maintain includes:

- (a) keep clean and tidy;
- (b) maintain in good and serviceable condition;
- (c) maintain in structurally sound condition;
- (d) repair as necessary; and
- (e) replace as necessary.

**Mechanical Ventilation Equipment** means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a mechanical ventilation system , including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a mechanical ventilation system is or is to be provided or its provision to be facilitated.

ePlan (DOC.10) (Sheet 13 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\int C/(b/20/8)$ 

Occupation Certificate means a final occupation certificate issued under section 109C of the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the Strata Building or part of the Strata Building that includes the property and areas providing access to the property.

Occupier means:

Plan: DP270778

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation.

**Original Owner** means Fairmead Business Pty Ltd (ACN 069 006 426) their successors and assigns and, where applicable, any persons authorised by them.

Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession.

**Pet Parking Facility** means a facility for parking or resting domestic animals and any associated equipment including water bowls.

**Prescribed Traffic Control Device** has the meaning given to it in s 121 of the *Road Transport Act 2013* (NSW).

**Prescribed Traffic Control Device Work** means carry out any activity in connection with the construction, erection, installation, maintenance, repair, removal or replacement of a Prescribed Traffic Control Device.

Restricted Dog has the meaning given to it in the Companion Animals Act.

RMS means Roads and Maritime Services (ABN 76 236 371 088).

Rules has the meaning given to it in the Strata Management Statement.

**Council Authorised Person** 

(Sheet 14 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S = \frac{16}{20/8}$ 

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

(a) water supply;

- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a mobile tower;
- a system for the removal and passage of sewage;
- (m) a system for the removal and passage of trade waste;
- (n) a system for the passage of water;

**Council Authorised Person** 

ePlan (DOC.10) (Sheet 15 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\int C/(b/20)^2$ 

- (o) a mechanical ventilation system;
- (p) a fire safety or control system;
- (q) hydraulic services;
- (r) a security system;
- (s) escalators;
- (t) lifts;

Plan: DP270778

- (u) closed circuit television video and audio services; and
- (v) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

**Signage** means any signage attached to the façade of the Building that complies with the requirements of the Strata Management Statement.

**Special Receiving Facility** means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Strata Management Statement means the strata management statement in force in respect of the Building.

Traffic Control Facility has the meaning given to it in the Transport Act.

**Traffic Control Work** means the carrying out of any activity in connection with the construction, erection, installation, maintenance, repair, removal or replacement of a Traffic Control Facility.

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ePlan (DOC.10) (Sheet 16 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision. Certificate No. 5 C/16/20/8

Transport Act means the Transport Administration Act 1988 (NSW).

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Works** includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

#### 1.2 References to certain terms

Plan: DP270778

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- (i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or

Council Authorised Person

ePlan (DOC.10) (Sheet 17 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \subset 1/6/2018$ 

authority having substantially the same objects as the named body or authority;

- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;

Plan: DP270778

- (I) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 1.3 Complying with the Strata Management Statement and Community Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each Owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

- (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument;
- (b) comply with the Community Management Statement, where applicable; and

Council Authorised Person

(Sheet 18 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \subset //6/20/8$ 

(c) comply with the Strata Management Statement, where applicable.

## 1.4 **Positive covenants and maintenance requirements**

A requirement in an easement that an Owner of a Benefited lot or an Owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

#### 1.5 Section 106 of the Strata Schemes Development Act 2015

If section 106 of the *Strata Schemes Development Act 2015* (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 106 are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

#### 1.6 Release and indemnity

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- (a) This **clause 1.6** applies to each easement in this instrument, except the following easements:
  - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
     VARIABLE WIDTH (LIMITED IN STRATUM) (CX) numbered 22 in the Plan;
  - (ii) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DA) numbered 25 in the Plan;
  - (iii) EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DB) numbered 26 in the Plan;
  - (iv) EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES
     VARIABLE WIDTH (LIMITED IN STRATUM) (DO) numbered 39 in the Plan;

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- (v) EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP) numbered 40 in the Plan;
- (vi) POSITIVE COVENANT (DQ) numbered 41 in the Plan;
- (vii) RESTRICTION ON THE USE OF LAND numbered 42 in the Plan;
- (viii) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STATUM) (DX) numbered 49 in the Plan;
- EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (EA) numbered 52 in the Plan; and
- (x) RESTRICTION ON THE USE OF LAND numbered 56 in the Plan.
- (b) The Owner of a Benefited lot and Authorised Persons release and indemnify the Owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the Owner of the Burdened lot arising from or in consequence of the exercise by the Owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the Owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:
  - (i) loss or damage to the property of the Owner or any Occupier of the Burdened lot, except fair wear and tear;
  - loss, damage, expense or liability in respect of any other property; and
  - (iii) loss, expense or liability in respect of personal injury, disease, illness or death.
- (c) The relevant release and indemnity under clause 1.6(b) will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Owner of the Burdened lot or its officers, employees, contractors or agents.



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## 2 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

- 2.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (Structural Improvements);
  - require that the Structural Improvements on a Burdened lot remain at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (Sheltering Improvements); and
  - (d) require that the Sheltering Improvements on a Burdened lot remain at all times.
- 2.2 The Owner of a Burdened lot must:

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- (a) not permit Structural Improvements and Sheltering Improvements in its lot to become a hazard or a nuisance; and
- (b) carry out Works to Structural Improvements and Sheltering Improvements in its lot, as and when required, to ensure compliance with this clause 2.2.
- 2.3 If the Owner of a Burdened lot fails to comply with its obligations under this easement, the Owner of the Benefited lot has the right at any time to give a notice to the Owner of the Burdened lot requiring compliance with those obligations.

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- 2.4 If the Owner of a Burdened lot fails to comply with a notice given under **clause 2.3** within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the Owner of the Benefited lot has the right, but not the obligation, to carry out Works to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Burdened lot must pay the Owner of the Benefited lot, within 14 days of receipt of a demand from the Owner of the Benefited lot, the costs reasonably and properly incurred by the Owner of the Benefited lot in carrying out those Works.
- 2.5 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
  - (c) to ensure that:

- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
- (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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#### 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 3.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
  - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (**Relevant Service Equipment**);
  - have Relevant Service Equipment remain in a Burdened lot and where necessary, have the Relevant Service Equipment supported vertically, horizontally and in each other plane, by the Burdened lot; and
  - (d) enter and remain, or direct persons authorised by the Owner of a Benefited lot to enter and remain on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works in relation to Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.
- 3.2 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to any Service and Service Equipment actually existing at the date of registration of this instrument and this easement applies to any such additional Service and Service Equipment as though they existed at the date of registration of this instrument.
- 3.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that some Services and associated Service Equipment may be maintained by the Community Association in accordance with the Community Management Statement.
- 3.4 The Owner of a Benefited lot has the right, but not the obligation, to carry out Works in relation to any Relevant Service Equipment that is not being maintained by the Community Association under the Community Management Statement.

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- 3.5 Before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide to the Owner of the Burdened lot a Schedule of Works for the Works:
  - (b) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
  - (c) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 3.6 The Owner of a Burdened lot may only withhold consent under **clause 3.5(c)** to the carrying out of the Works if, in the opinion of the Owner of the Burdened lot, reasonably held, the physical result after the Works are carried out will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.
- 3.7 The Owner of a Burdened lot may not withhold consent under **clause 3.5(c)** to the carrying out of Works if the Works:
  - (a) need to be carried out in circumstances which involve an emergency or a danger to public safety;
  - (b) are necessary to enable the Owner of the Benefited lot to comply with any obligations under the Community Management Statement; or
  - (c) result from or arise out of any relevant Laws or the requirements of any Authority.
- 3.8 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
  - to minimise interruption to or interference with any Service and any associated Service Equipment;
  - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and

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(c) to ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
- (iii) all reasonable precautions are taken to ensure that as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 3.9 The Owner of a Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.

# 4 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 3 in the Plan

- 4.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support to the Benefited lot (Structural Improvements);
  - (b) require that the Structural Improvements remain on a Burdened lot at all times;
  - (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (Sheltering Improvements); and

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- (d) require that the Sheltering Improvements remain on a Burdened lot at all times.
- 4.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) the Structural Improvements and Sheltering Improvements will be Facilities which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 4.3 For the purpose of the operation of section 106 of the *Strata Schemes Development Act 2015* (NSW), if the terms of this easement and the terms referred to in section 106 are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this easement prevail.

# 5 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 4 in the Plan

- 5.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot which, at the Last Registration Date, passes through, or is situated in, the Burdened lot;



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- (b) the ongoing use of any Service Equipment in a Burdened lot through which, at the Last Registration Date, a Service passes to or from the Benefited lot (Relevant Service Equipment);
- (c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in any other plane by the Burdened lot; and
- (d) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.
- 5.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) some of the Services and associated Relevant Service Equipment will be Facilities which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining such Services and associated Relevant Service Equipment as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 5.3 The Owner of a Benefited lot must:
  - (a) Maintain Relevant Service Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and

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- 5.7 The Owner of a Benefited lot is not obliged to comply with **clauses 5.5(c)** and **5.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under this easement;
  - (b) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (c) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 5.8 The Owner of a Burdened lot may only withhold consent under **clause 5.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

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- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 5.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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- (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 5.3**.
- 5.4 The Owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment which:
  - (a) is a Facility; and
  - (b) is, in the opinion of the Owner of the Benefited lot, reasonably held, not properly Maintained by either the Committee or the Owner of a Burdened lot,

so that it is fit to be used for its intended purpose.

- 5.5 Subject to **clauses 5.6** and **5.7**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 5.6 The Owner of a Benefited lot is not obliged to comply with clauses 5.5(a) to 5.5(d) where, in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

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#### (c) ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 5.10 If the Owner of a Benefited lot fails to comply with its obligations under **clause 5.3(a)** in relation to Relevant Service Equipment on a Burdened lot, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.
- 5.11 If the Owner of a Benefited lot fails to comply with a notice given under **clause 5.10** within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Benefited lot must pay the Owner of the Burdened lot, within 14 days of receipt of a demand from the Owner of the Burdened lot, the costs reasonably and properly incurred by the Owner of the Burdened lot under this clause 5.11.
- 5.12 In addition to its rights under **clauses 5.10** and **5.11**, if, in the opinion of the Owner of a Burdened lot, reasonably held, neither the Committee nor the Owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the Owner of

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the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

5.13 The Owner of a Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 6 Terms of EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) numbered 5 in the Plan

- 6.1 The Owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:
  - pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (Easement Site), in order to exit the Benefited lot; and
  - (b) use any Emergency Equipment located on a Burdened lot.
- 6.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) only use the Easement Site and Emergency Equipment for their intended purposes;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable directions of:

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- (i) the Committee or any person authorised by the Committee; or
- (ii) the Owner of the Burdened lot.
- 6.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) part of the Easement Site and the Emergency Equipment will be a Facility which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

## 7 Terms of EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) numbered 6 in the Plan

- 7.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use any Facilities on a Burdened lot that they are entitled to use under the Strata Management Statement and the Schedule of Facilities, subject to the terms of the Strata Management Statement.
- 7.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the relevant Facilities;

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- (b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;
- (c) comply with the Strata Management Statement and any applicable Rules; and
- (d) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- 7.3 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) the costs associated with Maintaining Facilities Maintained by the Committee will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 7.4 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.

# 8 Terms of EASEMENT TO ACCESS PLENUM (WHOLE OF LOT) numbered 7 in the Plan

- 8.1 The Owner of each Benefited lot has the right to pass and repass the Burdened lot where the plenum in the Burdened lot is capable of being accessed (**Plenum Access**) for the purpose of accessing that plenum.
- 8.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

- (i) the Plenum Access will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Plenum Access as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 8.3 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Plenum Access, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Plenum Access so that it is fit to be used for its intended purpose.
- 8.4 Subject to **clauses 8.5** and **8.6**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 8.5 The Owner of a Benefited lot is not obliged to comply with **clauses 8.4(a)** to **8.4(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

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- 8.6 The Owner of a Benefited lot is not obliged to comply with **clauses 8.4(c)** and **8.4(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement ;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 8.7 The Owner of the Burdened lot may only withhold consent under **clause 8.4(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

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- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 8.8 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 8.9 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 9 Terms of EASEMENT FOR MECHANICAL VENTILATION, SERVICES AND FUTURE SERVICES (WHOLE OF LOT) numbered 8 in the Plan

- 9.1 The Owner of the Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - enter and remain on the Burdened lot, or direct Authorised Persons to enter and remain on the Burdened lot, along with any necessary Equipment for the purpose of installing any Mechanical Ventilation Equipment or carrying out Works to any Mechanical Ventilation Equipment installed within the Burdened lot;
  - (b) access and use, or direct Authorised Persons to access and use, any Mechanical Ventilation Equipment located within the Burdened lot;
  - (c) the uninterrupted passage of air to and from the Benefited Lot through any Mechanical Ventilation Equipment installed within the Burdened lot;.
  - (d) the ongoing use of any Mechanical Ventilation Equipment located within the Burdened lot; and



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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\Im \subset I (6 / 20 / 3)$ 

- (e) have Mechanical Ventilation Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in any other plane by the Burdened lot.
- 9.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons, if applicable, must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot;
  - (b) take all reasonable precautions so that no damage is caused to any Service Equipment or any other part of the Building;
  - (c) only use the Mechanical Ventilation Equipment for its intended purpose so as not to cause or permit any hazards or nuisances;
  - (d) Maintain Mechanical Ventilation Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance;
  - (e) at its cost carry out Works and do anything else reasonably necessary in relation to such Mechanical Ventilation Equipment as and when required, to ensure compliance with this clause 9.2;
  - (f) comply with the Strata Management Statement and any applicable Rules; and
  - (g) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 9.3 The Owner of the Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of the Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

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(b) it is intended that:

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- (i) the Mechanical Ventilation Equipment will be Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Mechanical Ventilation Equipment and such associated Relevant Service Equipment as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 9.4 If, in the opinion of the Owner of the Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining any Mechanical Ventilation Equipment which is a Facility, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Mechanical Ventilation Equipment which is a Facility, so that it is fit to be used for its intended purpose.
- 9.5 Subject to **clauses 9.6** and **9.7**, before carrying out Works under this easement on the Burdened lot, the Owner of the Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 9.6 The Owner of the Benefited lot is not obliged to comply with **clauses 9.5(a)** to **9.5(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

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- 9.7 The Owner of the Benefited lot is not obliged to comply with clauses 9.5(c) and 9.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 9.8 The Owner of the Burdened lot may only withhold consent under **clause 9.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 9.9 The Owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\int C/(6/\omega)/8$ 

- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 9.10 If the Owner of a Benefited lot fails to comply with its obligations under clause 9.2(d) in relation to Relevant Service Equipment on a Burdened lot, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.
- 9.11 If the Owner of a Benefited lot fails to comply with a notice given under **clause 9.10** within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Benefited lot must pay the Owner of the Burdened lot, within 14 days of receipt of a demand from the Owner of the Burdened lot, the costs reasonably and properly incurred by the Owner of the Burdened lot under this clause 9.11.
- 9.12 In addition to its rights under **clauses 9.10** and **9.11**, if, in the opinion of the Owner of a Burdened lot, reasonably held, neither the Committee nor the Owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.

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9.13 The Owner of the Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 10 Terms of EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) numbered 9 and 13 in the Plan

- 10.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) carry out Works to install in a Burdened lot:
    - additional Service Equipment associated with a Service to or from the Benefited lot which existed at the date of registration of this instrument (Additional Service Equipment), only where the installation of the Additional Service Equipment can be effected by:
      - using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or
      - (B) another method approved by the owner of each lot through which the installation will be effected; and
    - Service Equipment associated with a Service to or from the Benefited lot which did not exist at the date of registration of this instrument (Future Service Equipment), only where the installation of the Future Service Equipment can be effected by:
      - using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or
      - (B) another method approved by the owner of each lot through which the installation will be effected;

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq C/16/20/8$ 

- (b) the uninterrupted passage through the Burdened lot of any Service to or from the Benefited lot which passes through Additional Service Equipment or Future Service Equipment;
- (c) the ongoing use of any Additional Service Equipment and Future Service Equipment (**Relevant Service Equipment**);
- (d) have Relevant Service Equipment remain in the Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and
- (e) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.
- 10.2 The Owner of a Benefited lot must Maintain:
  - (a) Relevant Service Equipment so that it is not, or not likely to become, a hazard or a nuisance; and
  - (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 10.2**.
- 10.3 Subject to **clause 10.4**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works.
- 10.4 The Owner of a Benefited lot is not obliged to comply with **clause 10.3** where, in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 10.5 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

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- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot:
- (b) minimise interruption to or interference with any other Service and any associated Service Equipment; and
- (c) ensure that:

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- (i) all necessary safety measures are taken;
- (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 10.6 If the Owner of a Benefited lot fails to comply with its obligations under this easement in relation to Relevant Service Equipment on a Burdened lot, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.
- 10.7 If the Owner of a Benefited lot fails to comply with a notice given under clause 10.6 within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Benefited lot must pay the Owner of the Burdened lot, within 14 days of receipt of a demand from the Owner of the Burdened lot, the costs reasonably and properly incurred by the Owner of the Burdened lot under this clause 10.7.

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### 11 Terms of EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT) numbered 10 in the Plan

- 11.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out the Development Works on and within the Burdened lot, including:
  - (a) by erecting or constructing improvements, structures or other things comprising residential, retail, building management, associated parking, accessway and all ancillary uses permitted by the Development Approval (Permitted Structures) on and within the Burdened lot, subject to the capacity of the improvements, structures and other things within the Burdened lot at the date of registration of this instrument to support the Permitted Structure vertically, horizontally, and in each other plane;
  - (b) by using or modifying Service Equipment in the Burdened lot existing at the date of registration of this instrument through which a Service passes to or from the Benefited lot and installing additional Service Equipment in the Burdened lot ancillary in nature to that Service Equipment;
  - (c) by installing Service Equipment in the Burdened lot associated with a Service to or from the Benefited lot which did not exist at the date of registration of this instrument; and
  - entering and remaining, or directing Authorised Persons to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to install Service Equipment in the Burdened lot through which a Service passes to or from the Benefited lot.

to the extent necessary to construct or facilitate the operation of Services within the Permitted Structures.

- 11.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) obtain all necessary approvals from the relevant Authority for the Development Works;

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\Im C/I_{6}/J_{0}/8$ 

- (b) carry out the Development Works in accordance with the Development Approval;
- not carry out Works in a manner or for a purpose inconsistent with clause
   11.1;
- (d) minimise, to the extent practicable, interruption to or interference with the use and enjoyment of the Burdened lot;
- (d) ensure that:

Plan: DP270778

- (v) all necessary safety measures are taken;
- (vi) the Development Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
- (vii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (viii) as soon as reasonably practicable after completing the carrying out of the Development Works, make good any collateral damage.
- 11.3 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons under this easement are extinguished on the date that is the later of:
  - (a) the date of issue of the Occupation Certificate in respect of the Building; and
  - (b) the Last Registration Date.

# 12 Terms of EASEMENT FOR CRANE JIB SWING (WHOLE OF LOT) numbered 11 in the Plan

12.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to permit the jibs of cranes situated on the Benefited lot to occupy airspace above the Burdened lot and to swing in the wind through the



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airspace of the Burdened lot to the extent necessary when the cranes are not in use, where those cranes are used or contemplated to be used to facilitate the carrying out of the Development Works.

- 12.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) ensure the height and length of the crane jib does not interfere with the operation of any crane situated on the Burdened lot at the date of registration of this instrument or which the Owner of the Burdened lot, acting reasonably, wishes to erect on the Burdened lot;
  - (b) ensure that:
    - (i) all necessary safety measures are taken;
    - the cranes are operated in the Benefited lot in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Development Works, make good any collateral damage.
- 12.3 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons under this easement are extinguished on the date of issue of the Occupation Certificate in respect of the Building.

### 13 Terms of EASEMENT FOR NOISE, VIBRATION AND DUST (WHOLE OF LOT) numbered 12 in the Plan

13.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to emit and allow the emission of noise, vibration



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and dust caused by or resulting from the Development Works in or above the Benefited lot.

- 13.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) obtain all necessary approvals from the relevant Authority for the Development Works;
  - (b) carry out the Development Works in accordance with the Development Approval;
  - (c) unless otherwise agreed with the Owner of the Burdened lot, provided for in the Development Approval or expressly permitted by a relevant Authority, carry out works likely to disturb Owners and Occupiers of the Burdened lot due to the emission of noise, vibration and dust at reasonable times, having regard to any reasonable requests made by Owners and Occupiers of the Burdened lot as to the hours during which those works are carried out;
  - (d) minimise, to the extent practicable, interruption to or interference with the use and enjoyment of the Burdened lot;
  - (e) ensure that:

- (i) all necessary safety measures are taken;
- the Development Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Development Works, make good any collateral damage.

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- 13.3 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons under this easement are extinguished on the date that is the later of:
  - (a) the date of issue of the Occupation Certificate in respect of the Building; and
  - (b) the Last Registration Date.

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# 14 Terms of EASEMENT FOR ACCESS TO ROOF (WHOLE OF LOT) numbered 14 in the Plan

- 14.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) pass and repass across any fire stairs or lifts located within the Burdened lot in order to access the part of the Benefited lot located on the roof of the Building; and
  - (b) to use any fire stairs or lifts located within the Burdened lot to transport Equipment to and from the part of the Benefited lot located on the roof of the Building.
- 14.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Benefited lot;
  - (b) take all reasonable precautions to ensure that no damage is caused to the Benefited lot or any other part of the Building, including ensuring that curtains are placed in the lift of the Burdened lot in the event that the lift is used to transport Equipment;
  - (c) comply with the Strata Management Statement and any applicable Rules; and

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\Im \subset / \Box / \Im \otimes B$ 

- (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 14.3 The Owner of the Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the lifts and fire stairs located within the Burdened lot will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining that Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

### 15 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CQ) and (DD) numbered 15 and 28 respectively in the Plan

- 15.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Benefited lot.
- 15.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

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- (c) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;
- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 15.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

- (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 15.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 15.5 Subject to **clauses 15.6** and **15.7**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;

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- (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
- (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 15.6 The Owner of a Benefited lot is not obliged to comply with clauses 15.5(a) to 15.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 15.7 The Owner of a Benefited lot is not obliged to comply with clauses 15.5(c) and 15.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 15.8 The Owner of the Burdened lot may only withhold consent under **clause 15.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

Plan: DP270778

- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

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- 15.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (C) ensure that:

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- (i) all necessary safety measures are taken;
- (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 15.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

#### 16 Terms of RIGHT TO USE WASTE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (CR) numbered 16 in the Plan

16.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the waste lift located on the site of this easement (Waste Lift) to transport waste receptacles to and from the Benefited lot.

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- 16.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Waste Lift;
  - (b) take all reasonable precautions so that no damage is caused to the Waste Lift or any other part of the Burdened lot;
  - (c) leave the Waste Lift clean and tidy after use;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 16.3 The Owner of the Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

- (i) the Waste Lift will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Waste Lift as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 16.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Waste Lift, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and

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do anything else it considers reasonably necessary in relation to the Waste Lift so that it is fit to be used for its intended purpose.

- 16.5 Subject to **clauses 16.6** and **16.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 16.6 The Owner of a Benefited lot is not obliged to comply with clauses 16.5(a) to 16.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 16.7 The Owner of a Benefited lot is not obliged to comply with **clauses 16.5(c)** and **16.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 16.8 The Owner of the Burdened lot may only withhold consent under **clause 16.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:



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the carrying out of the Works; (a)

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- (b) the physical result after the Works are carried out; or
- both the carrying out of the Works and the physical result after the Works are (C) carried out.

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 16.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - minimise interruption to or interference with the use and enjoyment of the (a) Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (C) ensure that:
    - (i) all necessary safety measures are taken;
    - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 16.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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### 17 Terms of EASEMENT FOR PLENUM VARIABLE WIDTH (LIMITED IN STRATUM) (CS) numbered 17 in the Plan

- 17.1 The Owner of each Benefited lot has the right to the uninterrupted passage of air, in any quantities, to the Benefited lot through the plenum located within the site of this easement (Easement Site).
- 17.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 17.3 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 17.4 Subject to **clauses 17.5** and **17.6**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;

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- (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 17.5 The Owner of a Benefited lot is not obliged to comply with **clauses 17.4(a)** to **17.4(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 17.6 The Owner of a Benefited lot is not obliged to comply with **clauses 17.4**(c) and **17.4**(d) if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 17.7 The Owner of the Burdened lot may only withhold consent under **clause 17.4(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

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- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

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- 17.8 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 17.9 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

### 18 Terms of EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (CT) numbered 18 in the Plan

18.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:

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- (a) to use the loading dock and associated facilities on the site of this easement
   (Loading Dock) for the parking of motor vehicles in connection with the loading and unloading of those motor vehicles;
- (b) for those motor vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Loading Dock; and
- (c) to use the Loading Dock by any reasonable means, including with a garbage truck, for the purpose of collecting and removing rubbish.
- 18.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Loading Dock;
  - (b) take all reasonable precautions so that no damage is caused to the Loading Dock or any other part of the Burdened lot;
  - (c) leave the Loading Dock and any areas surrounding it clean and tidy after use;
  - (d) comply with any limitations to the hours of access to the Loading Dock required by any relevant Authority;
  - (e) comply with the Strata Management Statement and any applicable Rules; and
  - (f) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- 18.3 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of the Burdened lot is

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

- (b) it is intended that:
  - (i) the Loading Dock will be a Facility which will be Maintained by the Committee; and
  - the costs associated with the Committee Maintaining the Loading Dock as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 18.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Loading Dock, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Loading Dock so that it is fit to be used for its intended purpose.
- 18.5 Subject to **clauses 18.6** and **18.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 18.6 The Owner of a Benefited lot is not obliged to comply with **clauses 18.5(a)** to **18.5(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

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- 18.7 The Owner of a Benefited lot is not obliged to comply with **clauses 18.5(c)** and **18.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 18.8 The Owner of the Burdened lot may only withhold consent under **clause 18.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 18.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 18.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

### 19 Terms of EASEMENT FOR GARBAGE TRUCK ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CU) numbered 19 in the Plan

- 19.1 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (Easement Site) by any reasonable means, including with a garbage truck, for the purpose of collecting and removing waste.
- 19.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (a) not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;
  - (b) causes little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Easement Site; and
  - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot.

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- 19.3 The Owner of the Benefited lot must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.
- 19.4 If the Owner of the Benefited lot fails to comply with its obligations under this easement, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.
- 19.5 If the Owner of the Benefited lot fails to comply with a notice given under **clause 19.4** within a reasonable time after its service having regard to the type of work or act required, the Owner of the Burdened lot has the right, but not the obligation, to do all things necessary to remedy the failure to comply specified in the notice.
- 19.6 The Owner of the Benefited lot must pay the Owner of the Burdened lot within 14 days of a demand from the Owner of the Burdened lot the costs reasonably and properly incurred by the Owner of the Burdened lot to remedy the failure to comply specified in the notice given under clause 19.4.

### 20 Terms of EASEMENT FOR WASTE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (CV) and (DN) numbered 20 and 38 respectively in the Plan

- 20.1 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the waste storage room located on the site of this easement (**Waste Storage Room**) for the purpose of waste storage.
- 20.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the Waste Storage Room to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Waste Storage Room;



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- (c) only use the Waste Storage Room for its intended purpose so as not to cause or permit any hazards or nuisances;
- (d) take all reasonable precautions so that no damage is caused to the Waste Storage Room or any other part of the Burdened lot;
- (e) comply with all Laws and the requirements of all Authorities regarding the storage and disposal of waste;
- (f) comply with the Strata Management Statement and any applicable Rules; and
- (g) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 20.3 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

- (i) the Waste Storage Room will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Waste Storage Room as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 20.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Waste Storage Room, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Waste Storage Room so that it is fit to be used for its intended purpose.

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \subset //6/20/8$ 

- 20.5 Subject to **clauses 20.6** and **20.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 20.6 The Owner of a Benefited lot is not obliged to comply with clauses 20.5(a) to 20.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 20.7 The Owner of a Benefited lot is not obliged to comply with **clauses 20.5(c)** and **20.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 20.8 The Owner of the Burdened lot may only withhold consent under **clause 20.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or

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(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 20.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 20.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

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# 21 Terms of EASEMENT TO ACCESS AND USE GARBAGE STORAGE AREA VARIABLE WIDTH (LIMITED IN STRATUM) (CW) numbered 21 in the Plan

- 21.1 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the garbage storage area located on the site of this easement (**Garbage Storage Area**) for the purpose of storing waste storage receptacles pending their collection and washing and cleaning waste storage receptacles.
- 21.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the Garbage Storage Area to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Garbage Storage Area;
  - (c) only dispose of waste in the waste receptacles in the Garbage Storage Area;
  - (d) only use the Garbage Storage Area for its intended purpose so as not to cause or permit any hazards or nuisances;
  - (e) take all reasonable precautions so that no damage is caused to the Garbage Storage Area or any other part of the Burdened lot; and
  - (f) comply with all Laws and the requirements of all Authorities regarding the storage and disposal of waste.
- 21.3 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

- (b) it is intended that:
  - (i) the Waste Storage Room will be a Facility which will be Maintained by the Committee; and
  - the costs associated with the Committee Maintaining the Waste Storage Room as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 21.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Waste Storage Room, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Waste Storage Room so that it is fit to be used for its intended purpose.
- 21.5 Subject to **clauses 21.6** and **21.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 21.6 The Owner of a Benefited lot is not obliged to comply with clauses 21.5(a) to 21.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

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- 21.7 The Owner of a Benefited lot is not obliged to comply with **clauses 21.5(c)** and **21.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 21.8 The Owner of the Burdened lot may only withhold consent under **clause 21.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any occupier of the Burdened lot.

- 21.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - all necessary safety measures are taken;

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- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 21.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 22 Terms of EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CX) numbered 22 in the Plan

22.1 An 'Easement for electricity and other purposes' in the terms set out in memorandum registered number AK980904. In this easement, "Easement for electricity and other purposes" is taken to have the same meaning as "Easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (CX) numbered 22 in the Plan:

Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

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- 23 Terms of EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CY), (DG), (DI), (DK), (DL), (DT), (DV), (DW), (DY) and (DZ) numbered 23, 31, 33, 35, 36, 45, 47, 48, 50 and 51 respectively in the Plan
- 23.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles.
- 23.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 23.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and

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- (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 23.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 23.5 Subject to **clauses 23.6** and **23.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 23.6 The Owner of a Benefited lot is not obliged to comply with clauses 23.5(a) to 23.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 23.7 The Owner of a Benefited lot is not obliged to comply with **clauses 23.5(c)** and **23.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or

..... **Council Authorised Person** 

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- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 23.8 The Owner of the Burdened lot may only withhold consent under clause 23.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

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- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any occupier of the Burdened lot.

- 23.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and



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- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 23.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 24 Terms of EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 2 WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) (CZ) and (DE) numbered 24 and 29 respectively in the Plan

24.1 An "Easement to permit encroaching structure to remain" in the terms set out in Part 13 of Schedule 8 of the *Conveyancing Act* 1919 (NSW).

# 25 Terms of RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DA) numbered 25 in the Plan

- 25.1 Members of the public and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**), subject to complying with the terms set out in this easement.
- 25.2 The Owner of the Burdened lot must:

- (a) provide subjacent support to the persons permitted to traverse across the Easement Site during the currency of this easement;
- (b) take out and maintain all relevant insurances that a prudent Owner would maintain in respect of its part of the Easement Site (including public risk insurance);
- (c) maintain, clean and keep in good repair the Easement Site and carry out work within the Easement Site, including constructing, placing and maintain



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trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;

- (d) ensure that any overhanging structures above the Easement Site are maintained and do not impact on the use of this easement; and
- (e) make good any collateral damage.

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- 25.3 If the Owner of the Burdened lot fails to comply with its obligations under clauses 25.2(c) to 25.2(e) then City of Parramatta Council has the right at any time to give a written notice to the Owner of the Burdened lot requiring compliance with those obligations.
- 25.4 If the Owner of the Burdened lot fails to comply with a written notice given under clause 25.3 within a reasonable time after its service, having regard to the nature of the action required, then City of Parramatta Council has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the Owner of the Burdened lot as a debt immediately due and payable.
- 25.5 Subject to **clause 25.6**, before undertaking any action under **clause 25.4**, including the carrying out Works on the Easement Site, City of Parramatta Council/must provide the Owner of the Burdened lot:
  - (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 25.4**; and
  - (b) a Schedule of Works to be carried out on the Easement Site.

#### and/or RMS

- 25.6 City of Parramatta Council/is not obliged to comply with **clause 25.5** where, in the opinion of City of Parramatta Council/ reasonably held, there is an Emergency.
- 25.7 The rights granted under this easement:
  - (a) are subject to the rights of the Owner and any Occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time,

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to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;

- (b) may only be exercised on foot or using wheelchairs or disabled access aids or by Authorised Vehicles;
- (C) may be exercised with or without animals; and

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- (d) are subject to possible temporary restrictions imposed by the Owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
- 25.8 When exercising rights under this easement, members of the public and Authorised Persons must:
  - comply with the reasonable directions on any signage erected on the (a) Burdened lot; and
  - (b) cause as little inconvenience as is practicable to the Owner and any Occupier of the Burdened lot.
- 25.9 Members of the public and Authorised Persons must not park or stand a Vehicle on the Burdened lot, except where expressly permitted.

Name of Authority empowered to release, vary or modify the RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DA) NUMBERED 25 in the Plan:

Roads and Maritime Services and City of Parramatta Council

// Council Authorised Person

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# 26 Terms of EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DB) and (EA) numbered 26 and 52 respectively in the Plan

- 26.1 The operator of, and members of the public participating in, the Car Share Scheme (Car Share Users) have the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Car Share Parking Spaces; and
  - (b) park motor vehicles used as part of the operation of the Car Share Scheme in the Car Share Parking Spaces.
- 26.2 The Owner of the Burdened lot must:
  - (a) provide subjacent support to the persons permitted to traverse across the Easement Site during the currency of this easement;
  - (b) take out and maintain all relevant insurances that a prudent Owner would maintain in respect of its part of the Easement Site (including public risk insurance);
  - (c) maintain, clean and keep in good repair the Easement Site and carry out work within the Easement Site, including constructing, placing and maintain trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;
  - (d) ensure that any overhanging structures above the Easement Site are maintained and do not impact on the use of this easement; and
  - (e) make good any collateral damage.
- 26.3 If the Owner of the Burdened lot fails to comply with its obligations under clauses 26.2(c) to 26.2(e) then City of Parramatta Council has the right at any time to give a written notice to the Owner of the Burdened lot requiring compliance with those obligations.

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- 26.4 If the Owner of the Burdened lot fails to comply with a written notice given under clause 26.3 within a reasonable time after its service, having regard to the nature of the action required, then City of Parramatta Council has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the Owner of the Burdened lot as a debt immediately due and payable.
- 26.5 Subject to clause 26.6, before undertaking any action under clause 26.4, including the carrying out Works on the Easement Site, City of Parramatta Council must provide the Owner of the Burdened lot:
  - (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 26.4**; and
  - (b) a Schedule of Works to be carried out on the Easement Site.
- 26.6 City of Parramatta Council is not obliged to comply with **clause 26.5** where, in the opinion of City of Parramatta Council, reasonably held, there is an Emergency.
- 26.7 When exercising rights under this easement, the Car Share Users must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with any signs within the Burdened lot;
  - (d) not park or stand a motor vehicle used as part of the operation of the Car
     Share Scheme on the Easement Site, or any other part of the Building, other
     than within a Car Share Parking Space; and
  - (e) comply with any reasonable direction of the Owner of the Burdened lot or any person authorised by the Owner of the Burdened lot.

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Name of Authority empowered to release, vary or modify the EASEMENT FOR ACCESS AND USE OF CAR SHARE PARKING SPACE VARIABLE WIDTH (LIMITED IN STRATUM) (DB) and (EA) NUMBERED 26 AND 52 RESPECTIVELY IN THE PLAN:

City of Parramatta Council

## 27 Terms of EASEMENT FOR PEDESTRIAN ACCESS 1.3 WIDE (LIMITED IN STRATUM) (DC) numbered 27 in the Plan

- 27.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles.
- 27.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with the Strata Management Statement and any applicable Rules; and
  - (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 27.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

- (b) it is intended that:
  - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
  - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 27.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 27.5 Subject to **clauses 27.6** and **27.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 27.6 The Owner of a Benefited lot is not obliged to comply with clauses 27.5(a) to 27.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

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- 27.7 The Owner of a Benefited lot is not obliged to comply with clauses 27.5(c) and 27.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 27.8 The Owner of the Burdened lot may only withhold consent under clause 27.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any occupier of the Burdened lot.

- 27.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 27.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 28 Terms of RIGHT OF ACCESS AND USE OF RECREATION AREA VARIABLE WIDTH (LIMITED IN STRATUM) (DF) numbered 30 in the Plan

- 28.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
  - (a) to use the recreation area and associated facilities on the site of this easement (**Recreation Area**) for recreational purposes; and
  - (b) to enter and pass across that part of a Burdened lot which provides access to and egress from the Recreational Area on foot or with wheelchairs or other disabled access aids, and with domestic animals but excluding all other Vehicles.
- 28.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Recreation Area;

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- (b) take all reasonable precautions so that no damage is caused to the Recreation Area or any other part of the Building;
- ensure that the Recreation Area is only used for the purposes for which it was designed;
- (d) not enter the Recreation Area with a Restricted Dog;
- (e) comply with the reasonable directions on any signage erected on the Burdened lot;
- (f) comply with the Strata Management Statement and any applicable Rules; and
- (g) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 28.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

- (i) the Recreation Area will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Recreation Area as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 28.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Recreation Area, the Owner of the Benefited lot has the right, but not the obligation, to carry out



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Works and do anything else it considers reasonably necessary in relation to the Recreation Area so that it is fit to be used for its intended purpose.

- 28.5 Subject to **clauses 28.6** and **28.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 28.6 The Owner of a Benefited lot is not obliged to comply with clauses 28.5(a) to 28.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 28.7 The Owner of a Benefited lot is not obliged to comply with **clauses 28.5(c)** and **28.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \sim 16/20/8$ 

- 28.8 The Owner of the Burdened lot may only withhold consent under clause 28.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 28.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

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- 28.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.
- 29 Terms of RIGHT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM) (DH) (DJ) and (EC) numbered 32, 34 and 54 respectively in the Plan
- 29.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the lift located on the site of this easement (Lift).
- 29.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Lift;
  - (b) take all reasonable precautions so that no damage is caused to the Lift or any other part of the Burdened lot;
  - (c) leave the Lift clean and tidy after use;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 29.3 The Owner of the Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

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(b) it is intended that:

- (i) the Lift will be a Facility which will be Maintained by the Committee; and
- the costs associated with the Committee Maintaining the Lift as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 29.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Lift, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Lift so that it is fit to be used for its intended purpose.
- 29.5 Subject to **clauses 29.6** and **29.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 29.6 The Owner of a Benefited lot is not obliged to comply with clauses 29.5(a) to 29.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 29.7 The Owner of a Benefited lot is not obliged to comply with clauses 29.5(c) and 29.5(d) if the carrying out of the Works:



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- (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
- (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 29.8 The Owner of the Burdened lot may only withhold consent under clause 29.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

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- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 29.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;

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- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 29.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 30 Terms of RIGHT TO USE CARWASH BAY 4.23 WIDE (LIMITED IN STRATUM) (DM) numbered 37 in the Plan

- 30.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
  - (a) to use the carwash bay on the site of this easement (**Carwash Bay**) for the washing and cleaning of Vehicles; and
  - (b) for those Vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Carwash Bay.
- 30.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Carwash Bay;
  - (b) take all reasonable precautions so that no damage is caused to the Carwash Bay or any other part of the Burdened lot;

Council Authorised Person

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- (c) leave the Carwash Bay and any areas surrounding them clean and tidy after use;
- (d) comply with the Strata Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 30.3 The Owner of a Benefited lot and Authorised Persons must not park or stand any Vehicle in the Carwash Bay other than for the washing and cleaning of Vehicles, except where expressly permitted.
- 30.4 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

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- (i) the Carwash Bay will be a Facility which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining the Carwash Bay as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 30.5 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Carwash Bay, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Carwash Bay so that it is fit to be used for its intended purpose.

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq C/16/20/8$ 

- 30.6 Subject to **clauses 30.7** and **30.8**, before **c**arrying out Works under this easement on the Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 30.7 The Owner of a Benefited lot is not obliged to comply with **clauses 30.6(a)** to **30.6(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 30.8 The Owner of a Benefited lot is not obliged to comply with **clauses 30.6(c)** and **30.6(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 30.9 The Owner of the Burdened lot may only withhold consent under **clause 30.6(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or

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(c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 30.10 The Owner of a Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 30.11 The Owner of a Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 31 Terms of EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DO) numbered 39 in the Plan



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31.1 RMS and persons authorised by RMS (RMS Authorised Persons) have the right to:

- (a) pass and repass over the site of this easement (RMS Easement Site); and
- (b) enter and remain, or direct RMS Authorised Persons to enter and remain, on the RMS Easement Site for a reasonable time, together with any Equipment or motor vehicles necessary,

RMS and for the purpose of accessing and inspecting the Easement Site, including undertaking works for repair, maintenance and other associated purposes, subject to complying with the terms set out in this easement.

31.2 The rights granted under this easement:

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- (a) are subject to the rights of any Owners and Occupiers of any lot of the Community Scheme and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the RMS Easement Site in any manner whatsoever that does not prevent/the exercise of the rights granted under this easement; and
- (b) are for RMS and RMS Authorised Persons to use the RMS Easement Site on a non-exclusive basis.

Name of Authority empowered to release, vary or modify the EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DO) numbered 39 in the Plan:

Roads and Maritime Services

# 32 Terms of EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP) numbered 40 in the Plan

- 32.1 The Owner of the Burdened lot grants to the relevant Authority the rights to:
  - (a) install any Traffic Control Facility and Prescribed Traffic Control Device;

1 . . . . . . . . . . . . . **Council Authorised Person** 

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(b) carry out Traffic Control Work and Prescribed Traffic Control Device Work; and or

those purposes,

- (c) do anything reasonably necessary for that purpose, including the right to pass and repass across the easement site, stand Vehicles in the site of the easement, together with the right to enter onto the easement site together with any Equipment necessary to carry out the Traffic Control Work and the Prescribed Traffic Control Device Work.
- 32.2 In exercising the rights provided under clause 32.1 the relevant Authority must:
  - (a) ensure that all work is done properly;

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- (b) cause as little inconvenience as is practicable to the Owner of the Burdened lot;
- (c) cause as little damage as is practicable to the Burdened lot and any improvement on it;
- (d) restore the Burdened lot as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

Name of Authority empowered to release, vary or modify the EASEMENT FOR TRAFFIC CONTROL PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP) numbered 40 in the Plan:

Roads and Maritime Services

## 33 Terms of POSITIVE COVENANT (DQ) numbered 41 in the Plan

- 33.1 This positive covenant applies to the parts of the Burdened lot identified as 'DQ' in the Plan (Covenant Site).
- 33.2 The Owner of the Burdened lot must:

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- (a) maintain the Covenant Site to a safe and trafficable standard so that it can be used for its intended purpose as a road, to the satisfaction of RMS, acting reasonably; including without limitation the passing and repassing of authorised T-may vehicles (including without limitation buses) within the metaing of the Road Rules 2014, to the satisfaction of RMS, acting reasonably.
   (b) insure the Covenant Site for:
  - (i) public and public products liability with an insurer approved by RMS, acting reasonably; and
  - (ii) public liability for not less than \$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences,

and note the interest of RMS on the policy;

- (c) provide RMS with the right to inspect the Covenant Site on at least 2 occasions per year and at any time on giving reasonable notice to the Owner of the Burdened lot for the purpose of ensuring compliance with the maintenance obligations outlined in clause 33.2(a) above; and
- (d) comply with any notice validly served by RMS requiring compliance with the maintenance obligations outlined in **clause 33.2(a)** above.
- 33.3 The Owners of the Burdened lots acknowledge that RMS has the rights granted under section 88F of the *Conveyancing Act 1919* (NSW) in connection with this positive covenant.

Name of Authority empowered to release, vary or modify the POSITIVE COVENANT (DQ) numbered 41 in the Plan:

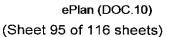
Roads and Maritime Services

Plan: DP270778

## 34 Terms of RESTRICTION ON THE USE OF LAND numbered 42 in the Plan

34.1 A car parking space or storage space within, or forming part of a Burdened lot, must not be used other than by an Owner or Occupier of the Building.

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Plan: DP270778 Plan of subdivision of land easements affectir DP270778 covered by

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq C/16/20/8$ 

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 42 in the Plan:

City of Parramatta Council

## 35 Terms of EASEMENT FOR ACCESS AND USE OF PET PARKING 2.5 WIDE (LIMITED IN STRATUM) (DR) numbered 43 in the Plan

- 35.1 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to enter and remain on the Burdened lot, or direct Authorised Persons to enter and remain on the Burdened lot, along with any necessary Equipment for the purpose of installing a Pet Parking Facility or carrying out Works to any Pet Parking Facility installed within the Burdened lot.
- 35.2 The Owner of the Benefited lot, Authorised Persons and members of the public have the right, consistent with the rights of other persons having the same or similar rights, to:
  - use any Pet Parking Facility located on the site of this easement (Pet Parking Area) for their intended purpose; and
  - (b) to enter and pass across that part of a Burdened lot which provides access to and egress from the Pet Parking Area on foot or with wheelchairs or other disabled access aids, and with domestic animals but excluding all other Vehicles.
- 35.3 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot, Authorised Persons and members of the public must:
  - cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Pet Parking Area;
  - (b) take all reasonable precautions so that no damage is caused to the Pet Parking Area or any other part of the Building;

Council Authorised Person

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- (c) leave the Pet Parking Area clean and tidy after use, including ensuring any animal waste is properly disposed of;
- (d) ensure that the Pet Parking Area is only used for the purposes for which it was designed;
- (e) ensure that any domestic animal tethered in the Pet Parking Area is only tethered for a reasonable period of time and provided with reasonable access to hydration;
- (f) comply with any rules of the Community Association and any directions of a person authorised by the Community Association, including its caretaker; and
- (g) ensure that they are complying with the Companion Animals Act whilst using the Pet Parking Area including any requirement that a dog be under the effective control of a component person whilst located in the Pet Parking Area; and
- (h) not enter the Pet Parking Area with a Restricted Dog.
- 35.4 The Owner of the Benefited lot must Maintain:
  - (a) the Pet Parking Area so that it is not, or not likely to become, a hazard or a nuisance; and
  - (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Pet Parking Area as and when required, to ensure compliance with this clause 35.4.
- 35.5 Subject to **clauses 35.6 and 35.7**, before carrying out Works under this easement on a Burdened lot, the Owner of the Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;



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- (c) provide to the Owner of the Burdened lot any other information which the
   Owner of the Burdened lot reasonably requires so it can assess the effect of
   the Works; and
- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 35.6 The Owner of a Benefited lot is not obliged to comply with clauses 35.5(a) to 35.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 35.7 The Owner of a Benefited lot is not obliged to comply with clauses 35.5(c) and
   35.5(d) if the carrying out of the Works results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 35.8 The Owner of the Burdened lot may only withhold consent under **clause 35.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 35.9 The Owner of the Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

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(c) ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 35.10 The Owner of the Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 36 Terms of EASEMENT FOR ACCESS AND USE OF DELIVERY PARKING 2.5 WIDE (LIMITED IN STRATUM) (DS) numbered 44 in the Plan

- 36.1 The Owner of the Benefited lot, Authorised Persons and members of the public engaged in home food delivery services have the right, consistent with the rights of other persons having the same or similar rights, to:
  - use the parking space located on the site of this easement (Delivery Parking Space) for the purpose of home food delivery; and
  - (b) to enter and pass across that part of a Burdened lot which provides access to and egress from the Delivery Parking Space with light motor vehicles and bicycles.



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- 36.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Delivery Parking Space;
  - (b) take all reasonable precautions so that no damage is caused to the Delivery Parking Space or any other part of the Building;
  - (c) leave the Delivery Parking Space clean and tidy after use;
  - (d) ensure that the Delivery Parking Space is only used for the purposes for which it was designed;
  - (e) comply with the reasonable directions on any signage erected on the Burdened lot; and
  - (f) comply with any rules of the Community Association and any directions of a person authorised by the Community Association, including its caretaker.
- 36.3 The Owner of the Benefited lot must Maintain:
  - (a) the Delivery Parking Space so that it is not, or not likely to become, a hazard or a nuisance; and
  - (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Delivery Parking Space as and when required, to ensure compliance with this **clause 36.3**.
- 36.4 Subject to **clauses 36.5 and 36.6**, before carrying out Works under this easement on a Burdened lot, the Owner of the Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;

Council Authorised Person

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Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\Im = \frac{16}{20}$ 

- provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 36.5 The Owner of a Benefited lot is not obliged to comply with clauses 36.4(a) to 36.4(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 36.6 The Owner of a Benefited lot is not obliged to comply with clauses 36.4(c) and 36.4(d) if the carrying out of the Works results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 36.7 The Owner of the Burdened lot may only withhold consent under **clause 36.4(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

Plan: DP270778

- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 36.8 The Owner of the Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

\_\_\_\_\_ Council Authorised Person

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(c) ensure that:

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- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 36.9 The Owner of the Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 37 Terms of EASEMENT FOR PEDESTRIAN ACCESS 1 WIDE (LIMITED IN STRATUM) (DU) numbered 46 in the Plan

- 37.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all other vehicles.
- 37.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;

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- (c) comply with the Strata Management Statement and any applicable Rules; and
- (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 37.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

- (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 37.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 37.5 Subject to **clauses 37.6** and **37.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;



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- provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 37.6 The Owner of a Benefited lot is not obliged to comply with clauses 37.5(a) to 37.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 37.7 The Owner of a Benefited lot is not obliged to comply with clauses 37.5(c) and 37.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 37.8 The Owner of the Burdened lot may only withhold consent under clause 37.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any occupier of the Burdened lot.

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- 37.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:

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- (i) all necessary safety measures are taken;
- (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 37.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 38 Terms of RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DX) numbered 49 in the Plan

38.1 A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.

**Council Authorised Person** 

ePlan (DOC.10) (Sheet 105 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq \subset //6/20/3$ 

Name of Authority empowered to release, vary or modify the RIGHT OF CARRIAGEWAY (LIMITED IN STRATUM) (DX) numbered 49 in the Plan:

Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

# 39 Terms of EASEMENT FOR ACCESS TO GREASE ARRESTOR ROOMS VARIABLE WIDTH (LIMITED IN STRATUM) (EB) numbered 53 in the Plan

- 39.1 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to enter and remain, or direct persons authorised by the Owner of a Benefited lot to enter and remain on the site of this easement (**Easement Site**) for a reasonable time, together with any Equipment necessary for the purpose, to access and pump grease from the grease arrestor room located in the Benefited Lot.
- 39.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (a) not exercise its rights under this easement in a manner which permits the Easement Site to become a hazard or a nuisance;
  - (b) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Easement Site;
  - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 39.3 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:

. . . . . . . . . . . . . . . . **Council Authorised Person** 

ePlan (DOC.10) (Sheet 106 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $5 \subset 1/6/20/3$ 

- (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
- (b) it is intended that:
  - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
  - (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 39.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of the Burdened lot is properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 39.5 Subject to **clauses 39.6** and **39.7** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.

\_\_\_\_\_ **Council Authorised Person** 

ePlan (DOC.10) (Sheet 107 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $3 \subset //6/20/8$ 

- 39.6 The Owner of a Benefited lot is not obliged to comply with clauses 39.5(a) to 39.5(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 39.7 The Owner of a Benefited lot is not obliged to comply with clauses 39.5(c) and39.5(d) if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 39.8 The Owner of the Burdened lot may only withhold consent under clause 39.5(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;

Plan: DP270778

- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any occupier of the Burdened lot.

- 39.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and

Council Authorised Person

ePlan (DOC.10)

(Sheet 108 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \subset //(G/JO)/3$ 

(c) ensure that:

Plan: DP270778

- (i) all necessary safety measures are taken;
- the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 39.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 40 Terms of EASEMENT FOR SIGNAGE 0.5 WIDE (LIMITED IN STRATUM) (ED) numbered 55 in the Plan

- 40.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) install Signage within the Burdened lot; and
  - (b) have Signage remain within the Burdened lot.

provided that the Signage is wholly contained to the site of this easement and, if applicable, the Benefited lot (Easement Site)

- 40.2 The Owner of a Benefited lot must:
  - (a) Maintain, clean and keep in good repair any Signage located within the Easement Site;

Council Authorised Person

ePlan (DOC.10) (Sheet 109 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S = \frac{16}{20}$ 

- (b) ensure that any work undertaken to install the Signage is done properly and in a workmanlike manner; and
- (c) ensure that the Signage does not unreasonably impact the use of the Burdened Lot.
- 40.3 When exercising rights or complying with obligations under this easement, the Owner of the Benefited Lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner of the Burdened lot or any other person entitled to use the Burdened Lot; and
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building.

### 41 Terms of RESTRICTION ON THE USE OF LAND numbered 56 in the Plan

41.1 A Car Share Parking Space within, or forming part of the Burdened lot, must not be used other than by a participant of the Car Share Scheme.

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 56 in the Plan:

City of Parramatta Council

Council Authorised Person

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)

ePlan (DOC.10) (Sheet 110 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $\leq C//6/2O/3$ 

EXECUTED by FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426) in accordance with section 127 of the *Corporations Act* 2001 (Cth):

J. Kurrell

Plan: DP270778

Signature of Director

Joseph Kinsella Director

Name of Director (block letters)

EXECUTED by WP BLOCK H PTY LTD (ACN ) 606 790 872) in accordance with section 127 of ) the Corporations Act: )

W Kinst

Signature of Director/Secretary

William Kinsella

Name of Director/Secretary (block letters)

J. Kinselly

Signature of Director

Joseph Kinsella Director

. . . . . . . . . . . . . . . .

Name of Director (block letters)

W Kirill

Signature of Director/Secretary

William Kinsella Name of Director/Secretary (block letters)

...... Council Authorised Person

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:403 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

)

ePlan (DOC.10) (Sheet 111 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision 50/16/2018 Certificate No.

SIGNED SEALED AND DELIVERED by ANASTASIA CAWGIANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 presence of:

Plan: DP270778

Signature of witness

Name of witness (block letters)

Level 65 19 Martin Plan, Sydney Address of witness (block letters)

SIGNED SEALED AND DELIVERED by JOHN MALONE as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005 357 522) under registered power of attorney Book 4723 No. 237dated 17, March 2017 in the presence of:

Signature of witness

.....

Name of witness (block letters)

level 65, 19 Matin Place, Sydney

Address of witness (block letters)

**Council Authorised Person** 

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

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

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Plan: DP2707	78
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ePlan (DOC.10) (Sheet 112 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No. 5C/(6/20/3)

SIGNED SEALED AND DELIVERED by-
as attorney for LORD CENTRAL OPPORTUNITY THLIMITED (ARBN 616 859 815) under registered power of attorney Book No.
presence of:
A
Signature of witness
AGNES IP

Name of witness (block letters) 32/F, AIA Central, 1 Connaught Road Central, Hong Kong Address of witness (block letters) Executed for and on behalt of LORD LENTRIAL OPPORTUNITY III LIMITED (ARBN 615 859 815) by Us duly partionised signatory in the presence of

.....

SIGNATURE

By executing this instrument the atterney states that the atterney has received no notice of revocation of the power of atterney

JON ROBERT LEWIS

#### NAMÉ

Director of PA-LF2 Secretaries Limited, Sole Director of Lord Central Opportunity III Limited

TITLE

. . . . . . . . . . . . . . . . . . . .

**Council Authorised Person** 

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)

Plan: DP270778

ePlan (DOC.10) (Sheet 113 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $5 - \frac{16}{2013}$ 

SIGNED SEALED AND DELIVERED by

as attorney for ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 67 505 337 385) under-registered-pewerof-attorney-Beek-No. dated--in-the-presence-of:

Signature of witness

TWNETTE MARTING Name of witness (block letters)

52 Maitin Place Sydney Address of witness (block letters)

By executing this instrument the attorney\_ states that the attorney has received no noticeof revocation of the power of attorney. Signature of Agent for Michael Pratt. NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015) on behalf of Alpha Distribution Ministerial Holding Conportion

ANGELO KREKETOS Name of Agent in Full

Council Authorised Person

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ePlan (DOC.10) (Sheet 114 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No. SC/6/20/8

#### SIGNED SEALED AND DELIVERED by

Plan: DP270778

as attorney for ROADS AND MARITIME SERVICES (ABN 76 236 371 088) <del>under</del> registered power of attorney</del> by its authorised Book delegate dated in the presence of:

Signature of witness

SUTHES KUMAR Name of witness (block letters) 129 A OR (HARDLEIGH ST YENNORA Address of witness (block letters) Executed by the Valuations and Acquisitions Manager Sydney Region, pursuant to Delegation Book 4623 No 148

By executing this instrument the attorney

states that the attorney has received no notice of revocation of the power of attorney. Signature of authorised delegate

Awindra Prasad

Name of authorised delegate

Council Authorised Person

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ePlan (DOC.10) (Sheet 115 of 116 sheets)

Plan: DP270778

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No. S C / (6 / 20/8)

#### Approved Form 21 COMMUNITY LAND DEVELOPMENT ACT CERTIFICATE OF ASSOCIATION CONSENTING TO DOCUMENTS AFFECTING THE SCHEME

### Approved Form 18 COMMUNITY LAND DEVELOPMENT ACT ATTESTATION

The common seal of the \*Community/\*Precinct/\*Neighbourhood Association Deposited Plan No. 270778. was affixed hereto on 6th Maket....2e.18. in the presence of;

and CLARE FIETZ Signature(s).....

being the person(s) authorised by section 8 Community and Management Act 1989 to attest to the affixing of the seal.



**Council Authorised Person** 

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:408 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.10) (Sheet 116 of 116 sheets)

Plan of subdivision of lot 11 in DP270778 and easements affecting lots 1 and 24 in DP270778 covered by Subdivision Certificate No.  $S \subset / (G/LO/8)$ 

**EXECUTED** by **CITY OF PARRAMATTA COUNCIL** by its authorised delegate pursuant to section 377 of the *Local Government Act 1993* (NSW)

Plan: DP270778

MARK LEOTTA

Name of Delegate (block letters)

. . . . . . . . . . . . . .

Signature of Delegate

MANAGER-DEVELOPMENT & TRAFFIC

Position of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

EVA LOSENTO

Name of Witness (block letters)

in Corenta

Signature of Witness

126 CHURCH STREET PARRAMATTA

Address of Witness

Gouncil Authorised Person

S:4966292\_17 EAA



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

ePlan (DOC.11)

(Sheet 1 of 31 sheets)

Plan: DP270778

Full name and

address of the

owner of the

land:

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No. SC/IEg/JO/B

Marina Square Retail Pty Ltd (ACN 605 329 637) Suite 101, 25 Angas Street MEADOWBANK NSW 2114

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	Lot 40	Lot 41
	, , , , , , , , , , , , , , , , , , ,	Lot 41	Lot 40
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	Lot 40	Lot 41
	· · ·	Lot 41	Lot 40
3	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	Lot 40	Lot 24 in DP270778
		Lot 41	Lot 24 in DP270778 and Lot 40
4	EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)	Lot 40	Lot 41
		Lot 41	Lot 40
5	EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)	Lot 40	Lot 41
		Lot 41	Lot 40

## PART 1 (Creation)

Authorised Person

Deposited Plan Instrument - Marina Square Retail

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:410 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.11)

(Sheet 2 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $\leq C/(4q/10/8)$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
6	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (EF)	Lot 40	Lot 24 in DP270778
7	EASEMENT FOR SKYLIGHT 0.8 WIDE (LIMITED IN STRATUM) (EG)	Lot 40	Lot 368 and 369 in SP97390

#### PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT TO ACCESS AND USE CLICK AND COLLECT BAY 2.6 AND 5 WIDE (LIIMITED IN STRATUM) (AM) (DP270778 DOC.6)	Lot 1 in DP270778	Lot 41

Authorised Person

(Sheet 3 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $\leq C/(4q/30)N$ 

PART 2 (Terms)

## 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the Owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

- (a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Strata Management Statement, or any Rules, to access or use the particular Facility; and
- (b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Owner of the Benefited lot.

**Authority** means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation the Council.

**Building** means the building constructed within lots 35, 36, 38, 40 and 41 inclusive in the Plan.

**Committee** means the building management committee constituted in accordance with the Strata Management Statement.

**Community Association** means the community association constituted on registration of the Community Plan.

**Community Management Statement** means the community management statement registered with the Community Plan.

Community Plan means DP270778.

Authorised Person

(Sheet 4 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 5C/(4G/2O(8))

**Community Scheme** means the community scheme created on the registration of the Community Plan.

Council means City of Parramatta Council.

**Emergency** means any emergency situation, including one that involves a risk to a person's health or safety.

Equipment means materials, tools, implements, machinery and vehicles.

Facility has the meaning given to it in the Strata Management Statement.

**General Register** means the General Register of Deeds at NSW Land Registry Services.

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

Last Registration Date means the date which is 3 years after registration of the strata plan subdividing lot 36 in the Community Plan.

Law means any:

- (a) act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and
- (b) certificate, licence, consent, permit, approval and requirement of organisations having jurisdiction over Works.

Maintain includes:

- (a) keep clean and tidy;
- (a) maintain in good and serviceable condition;
- (b) maintain in structurally sound condition;
- (c) repair as necessary; and

Authorised Person

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ePlan (DOC.11)

(Sheet 5 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $5^{\circ}/(4^{\circ}/2^{\circ}/8)$ 

(d) replace as necessary.

**Occupation Certificate** means an occupation certificate issued under section 6.4(c) of the Environmental Planning and Assessment Act 1979 (NSW).

#### Occupier means:

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation.

#### Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession.

Rules has the meaning given to it in the Strata Management Statement.

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

(a) water supply;

...... Authorised Person

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ePlan (DOC.11)

(Sheet 6 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 3C/(4g/20/8)

- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a mobile tower;
- a system for the removal and passage of sewage;
- (m) a system for the removal and passage of trade waste;
- (n) a system for the passage of water;
- (o) a mechanical ventilation system;
- (p) a fire safety or control system;
- (q) hydraulic services;
- (r) a security system;
- (s) escalators;
- (t) lifts;
- (u) closed circuit television video and audio services; and

Authorised Person

(Sheet 7 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $\frac{\int c/(\frac{1}{2} + \frac{1}{2})}{\int c}$ 

(v) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

**Signage** means any signage attached to the façade of the Building that complies with the requirements of the Strata Management Statement.

**Special Receiving Facility** means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

**Strata Management Statement** means the strata management statement in force in respect of the Building, being the strata management statement registered with SP97389.

**Works** includes inspecting, testing, cleaning, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

#### 1.2 References to certain terms

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(Sheet 8 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No SC/49/20/8

- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (I) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $\frac{1}{20}/\frac{49}{20}/\frac{3}{8}$ 

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

# 1.3 Complying with the Strata Management Statement and Community Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each Owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

- (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument;
- (b) comply with the Community Management Statement, where applicable; and
- (c) comply with the Strata Management Statement, where applicable.

### 1.4 **Positive covenants and maintenance requirements**

A requirement in an easement that an Owner of a Benefited lot or an Owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

#### 1.5 Section 106 of the Strata Schemes Development Act 2015

If section 106 of the *Strata Schemes Development Act 2015* (NSW) operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 106 are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 5c/14g/10/8

#### 1.6 Release and indemnity

- (a) This clause 1.6 applies to each easement in this instrument.
- (b) The Owner of a Benefited lot and Authorised Persons release and indemnify the Owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the Owner of the Burdened lot arising from or in consequence of the exercise by the Owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the Owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:
  - (i) loss or damage to the property of the Owner or any Occupier of the Burdened lot, except fair wear and tear;
  - (ii) loss, damage, expense or liability in respect of any other property; and
  - (iii) loss, expense or liability in respect of personal injury, disease, illness or death.
- (c) The relevant release and indemnity under clause 1.6(b) will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Owner of the Burdened lot or its officers, employees, contractors or agents.

# 2 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

- 2.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support to the Benefited lot (Structural Improvements);

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 5 - 149/10/8

- (b) require that the Structural Improvements remain on a Burdened lot at all times;
- (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (**Sheltering Improvements**); and
- (d) require that the Sheltering Improvements remain on a Burdened lot at all times.
- 2.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) the Structural Improvements and Sheltering Improvements will be Facilities which will be Maintained by the Committee; and
    - (ii) the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 2.3 For the purpose of the operation of section 106 of the *Strata Schemes Development Act 2015* (NSW), if the terms of this easement and the terms referred to in section 106 are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this easement prevail.



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Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $5^{\circ}C/(4g/20)$  K

## 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan

- 3.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot which, at the Last Registration Date, passes through, or is situated in, the Burdened lot;
  - (b) the ongoing use of any Service Equipment in a Burdened lot through which, at the Last Registration Date, a Service passes to or from the Benefited lot (Relevant Service Equipment);
  - (c) have Relevant Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in any other plane by the Burdened lot; and
  - (d) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.
- 3.2 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:

Plan: DP270778

- (i) some of the Services and associated Relevant Service Equipment will be Facilities which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining such Services and associated Relevant Service Equipment as Facilities will be

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 5C/(4g/LD/8)

allocated under the Strata Management Statement and the Schedule of Facilities.

- 3.3 The Owner of a Benefited lot must:
  - (a) Maintain Relevant Service Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and
  - (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 3.3**.
- 3.4 The Owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Relevant Service Equipment which:
  - (a) is a Facility; and
  - (b) is, in the opinion of the Owner of the Benefited lot, reasonably held, not properly Maintained by either the Committee or the Owner of a Burdened lot,

so that it is fit to be used for its intended purpose.

- 3.5 Subject to **clauses 3.6** and **3.7**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.

..... Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 59/149/10/8

- 3.6 The Owner of a Benefited lot is not obliged to comply with clauses 3.5(a) to 3.5(d) where, in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 3.7 The Owner of a Benefited lot is not obliged to comply with **clauses 3.5(c)** and **3.5(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under this easement;
  - (b) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (c) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 3.8 The Owner of a Burdened lot may only withhold consent under **clause 3.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 3.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;

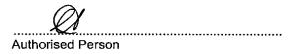
Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $\frac{\int C}{\int \frac{1}{2} \frac{1}{2}$ 

- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
  - (i) all necessary safety measures are taken;
  - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
  - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
  - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 3.10 If the Owner of a Benefited lot fails to comply with its obligations under **clause 3.3(a)** in relation to Relevant Service Equipment on a Burdened lot, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.
- 3.11 If the Owner of a Benefited lot fails to comply with a notice given under **clause 3.10** within a reasonable time after its service, having regard to the type of work or act required:
  - the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Benefited lot must pay the Owner of the Burdened lot, within 14 days of receipt of a demand from the Owner of the Burdened lot, the costs reasonably and properly incurred by the Owner of the Burdened lot under this clause 3.11.



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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 3c/14q/1.068

- 3.12 In addition to its rights under **clauses 3.10** and **3.11**, if, in the opinion of the Owner of a Burdened lot, reasonably held, neither the Committee nor the Owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.
- 3.13 The Owner of a Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

## 4 Terms of EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) numbered 3 in the Plan

- 4.1 The Owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:
  - pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (Easement Site), in order to exit the Benefited lot; and
  - (b) use any Emergency Equipment located on a Burdened lot.
- 4.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Easement Site;
  - (b) only use the Easement Site and Emergency Equipment for their intended purposes;

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $3^{C}/149/10/8$ 

- (c) comply with the Strata Management Statement and any applicable Rules; and
- (d) comply with any reasonable directions of:
  - (i) the Committee or any person authorised by the Committee; or
  - (ii) the Owner of the Burdened lot.
- 4.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) it is intended that:
    - (i) part of the Easement Site and the Emergency Equipment will be a Facility which will be Maintained by the Committee; and
    - the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

## 5 Terms of EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) numbered 4 in the Plan

- 5.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use any Facilities on a Burdened lot that they are entitled to use under the Strata Management Statement and the Schedule of Facilities, subject to the terms of the Strata Management Statement.
- 5.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $5^{\circ}//\sqrt{4}/La/8$ 

- (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the relevant Facilities;
- (b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;
- (c) comply with the Strata Management Statement and any applicable Rules; and
- (d) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- 5.3 The Owner of each Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
  - (b) the costs associated with Maintaining Facilities Maintained by the Committee will be allocated under the Strata Management Statement and the Schedule of Facilities.
- 5.4 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.

# 6 Terms of EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) numbered 5 in the Plan

- 6.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
  - (a) carry out Works to install in a Burdened lot:

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 5c/4g/2018

- additional Service Equipment associated with a Service to or from the Benefited lot which existed at the date of registration of this instrument (Additional Service Equipment), only where the installation of the Additional Service Equipment can be effected by:
  - using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or
  - (B) another method approved by the owner of each lot through which the installation will be effected; and
- (ii) Service Equipment associated with a Service to or from the Benefited lot which did not exist at the date of registration of this instrument (Future Service Equipment), only where the installation of the Future Service Equipment can be effected by:
  - using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or
  - (B) another method approved by the owner of each lot through which the installation will be effected;
- (b) the uninterrupted passage through the Burdened lot of any Service to or from the Benefited lot which passes through Additional Service Equipment or Future Service Equipment;
- (c) the ongoing use of any Additional Service Equipment and Future Service Equipment (**Relevant Service Equipment**);
- (d) have Relevant Service Equipment remain in the Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and
- (e) enter and remain, or direct Authorised Persons to enter and remain, on a
   Burdened lot for a reasonable time, together with any Equipment necessary
   for the purpose, to carry out Works and do anything else it is permitted or

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $5^{\circ}$  (19)

required to do under this easement in relation to Relevant Service Equipment in that lot.

- 6.2 The Owner of a Benefited lot must Maintain:
  - (a) Relevant Service Equipment so that it is not, or not likely to become, a hazard or a nuisance; and
  - (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 6.2**.
- 6.3 Subject to **clause 6.4**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works.
- 6.4 The Owner of a Benefited lot is not obliged to comply with **clause 6.3** where, in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 6.5 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any other Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No SC (NC9/2018

- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 6.6 If the Owner of a Benefited lot fails to comply with its obligations under this easement in relation to Relevant Service Equipment on a Burdened lot, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.
- 6.7 If the Owner of a Benefited lot fails to comply with a notice given under **clause 6.6** within a reasonable time after its service, having regard to the type of work or act required:
  - (a) the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
  - (b) the Owner of the Benefited lot must pay the Owner of the Burdened lot, within 14 days of receipt of a demand from the Owner of the Burdened lot, the costs reasonably and properly incurred by the Owner of the Burdened lot under this clause 6.7.

# 7 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (EF) numbered 6 in the Plan

- 7.1 The rights under this easement are suspended until:
  - (a) the Owner of the Benefited lot and the Owner of the Burdened lot enter into a deed in accordance with **clause 7.8**; and
  - (b) an Occupation Certificate is issued in respect of the building or part of the building constructed on:
    - (i) the Benefited lot; or

Authorised Person

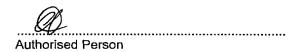
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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No SC/(4g)D/8

- a lot created by the registration of a plan of subdivision in respect of the Benefited lot which adjoins the site of this easement (Easement Site).
- 7.2 The Owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the Easement Site by any reasonable means to go to or from the Benefited lot.
- 7.3 The Owner of the Burdened lot must make available to the Owner of the Benefited lot and Authorised Persons any security key required to enable the Owner of the Benefited lot and Authorised Persons to access and pass across the Easement Site.
- 7.4 The Owner of the Benefited lot and Authorised Persons must comply with any reasonable directions of the Owner of the Burdened lot in relation to the use and management of any security key received under **clause 7.3**.
- 7.5 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Easement Site;
  - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
  - (c) comply with the reasonable directions on any signage erected on the Burdened lot;
  - (d) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;
  - (e) not use the Easement Site in a manner which permits the Easement Site to become a hazard or a nuisance, including blocking an accessway within the Easement Site;



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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No 5C/(49/LC)

- (f) comply with the Strata Management Statement and any applicable Rules; and
- (g) comply with any reasonable directions of the Committee, any person authorised by the Committee or the Owner of the Burdened lot.
- 7.6 The Owner of the Benefited lot and the Owner of the Burdened lot acknowledge that:
  - (a) the Owner of the Burdened lot is a member of the Committee;
  - (b) under the Strata Management Statement the Committee has the primary responsibility to Maintain Facilities;
  - (c) as at the date of registration of this instrument the Easement Site is not a Facility; and
  - (d) that position may change in the future.
- 7.7 If the Easement Site, is not a Facility then the Owner of the Burdened lot will have the primary responsibility to Maintain the Easement Site.
- 7.8 If the Easement Site is a Facility then the Committee will have the primary responsibility to Maintain the Easement Site.
- 7.9 The Owner of the Benefited lot and the Owner of the Burdened lot agree to enter into a deed to apportion the cost of Maintaining and accessing the Easement Site (**Cost Share Deed**).
- 7.10 The Owner of the Benefited lot and the Owner of the Burdened lot must, as soon as reasonably practicable after the Cost Share Deed is entered into, arrange for the Cost Share Deed to be registered in the General Register.
- 7.11 If the Cost Share Deed is varied by the Owner of the Benefited lot and the Owner of the Burdened lot, the Owner of the Benefited lot and the Owner of the Burdened lot must do all things reasonably necessary to ensure that an updated Cost Share Deed is prepared and registered in the General Register as soon as reasonably practicable.

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $\frac{2C}{49}$ 

- 7.12 If, in the opinion of the Owner of the Benefited lot, the Owner of the Burdened lot is not properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 7.13 Subject to **clauses 7.14** and **7.15**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:
  - (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
  - (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
  - (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
  - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 7.14 The Owner of the Benefited lot is not obliged to comply with clauses 7.13(a) to 7.13(d) where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 7.15 The Owner of a Benefited lot is not obliged to comply with **clauses 7.13(c)** and **7.13(d)** if the carrying out of the Works:
  - (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
  - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
  - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

Authorised Person

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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No GC//49/20/8

- 7.16 The Owner of the Burdened lot may only withhold consent under **clause** 7.13(d) to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
  - (a) the carrying out of the Works;
  - (b) the physical result after the Works are carried out; or
  - (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

- 7.17 The Owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
  - (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
  - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
  - (c) ensure that:
    - (i) all necessary safety measures are taken;
    - the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
    - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
    - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.



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Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $5^{\circ}$  (149/2018)

7.18 The Owner of the Benefited lot and the Owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

# 8 Terms of EASEMENT FOR SKYLIGHT 0.8 WIDE (LIMITED IN STRATUM) (EG) numbered 7 in the Plan

- 8.1 The Owner of the Benefited lot and Authorised Persons have the right to:
  - (a) have the skylight located on the site of this easement (Skylight) remain within the Burdened lot and, where necessary, have the Skylight supported vertically, horizontally, and in any other plane by the Burdened lot;
  - (b) the ongoing use of the Skylight; and
  - (c) receive light through the Skylight.
- 8.2 When exercising rights or complying with obligations under this easement, the Owner of the Benefited lot and Authorised Persons must:
  - (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Skylight;
  - (b) take all reasonable precautions so that no damage is caused to the Skylight or any other part of the Building;
  - (c) make good any damage caused by the Skylight;
  - (d) comply with the Strata Management Statement and any applicable Rules; and
  - (a) comply with any reasonable directions of the Committee or any person authorised by the Committee.



(Sheet 27 of 31 sheets)

Plan: DP270778

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No SC/(SQ)/3

- 8.3 The Owner of the Burdened lot must ensure that any overhanging structures above the Skylight and any structures adjacent to the Skylight do not prevent the use of the Skylight by the Owner of Benefited lot.
- 8.4 For the purposes of **clause 8.3**, the Owner of the Burdened lot will not be considered to be in breach of **clause 8.3** if a structure located on the Burdened lot, including a structed erected by the Owner of the Burdened lot, casts a shadow over or otherwise causes light to be partially obstructed thorugh the Skylight.
- 8.5 If, in the opinion of the Owner of the Burdened lot, reasonably held, the Owner of the Benefited Lot and Authorised Persons have failed to comply with the obligations set out in **clause 8.2**, including the obligation to make good any damage caused by the Skylight, then the Owner of the Burdened Lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy that breach at the cost of the Owner of the Benefited lot.



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#### ePlan (DOC.11)

(Sheet 28 of 31 sheets)

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $5 \sqrt{149/2018}$ 

EXECUTED by MARINA SQUARE RETAIL ) PTY LTD (ACN 605 329 637) in accordance ) with section 127 of the *Corporations Act* ) 2001 (Cth): )

Plan: DP270778

Signature of Director

Joseph Kinsella Director Name of Director (block letters)

**EXECUTED** by **WP BLOCK H PTY LTD (ACN**) **606 790 872)** in accordance with section 127 of the Corporations Act:

Signature of Director/Secretary

William Kinsella

Name of Director/Secretary (block letters)

J.Kinsth

Signature of Director Joseph Kinsella Director

Name of Director (block letters)

Sind

Signature of Director/Secretary

William Kinsella

Name of Director/Secretary (block letters)

Authorised Person

S:8234708\_4 YXF

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:437 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.11)

(Sheet 29 of 31 sheets)

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No SC/149/2018

SIGNED SEALED AND DELIVERED by ANASTASIA KAWAIANNIS as attorney for ANZ FIDUCIARY SERVICES PTY LIMITED (ACN 100 709 presence of:

Plan: DP270778

Signature of witness

7นหร่า Feng Name of witness (block letters) Yunsi Feng

165, 19 Martin Place, Sylney Address of witness (block letters)

SIGNED SEALED AND DELIVERED by JOHN MALONE as attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005 357 522) under registered power of attorney Book 4723 No. 237 dated 17 Murch 2017 in the presence of:

..... Signature of witness

Yunsi Feng

Name of witness (block letters)

L65, 19 Matin Place, Sydner, Address of witness (block letters)

....... Authorised Person

MNarann

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

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

Req:R344837 /Doc:DP 0270778 B /Rev:30-Oct-2018 /NSW LRS /Pgs:ALL /Prt:17-Feb-2022 10:26 /Seq:438 of 439 © Office of the Registrar-General /Src:INFOTRACK /Ref:2108005

ePlan (DOC.11)

(Sheet 30 of 31 sheets)

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $\leq \leq 1/26/2000$ 

EXECUTED for and on behalf of LORD CENTRAL OPPORTUNITY III LIMITED (ARBN 616 859 815) by its duly authorised signatory in the presence of:

Plan: DP270778

Signature of witness

CHRISTIE CHING

Name of witness (block letters)

32/F., AIA CENTRAL, 1 CONNAUGHT ROAD CENTRAL, HONG KONG

Address of witness (block letters)

hature

#### JON ROBERT LEWIS

Name

Director of PA-LF2 Secretaries Limited, Sole Director of Lord Central Opportunity III Limited

\*\*\*\*\*\*\*\*

Title

Authorised Person

S:8234708\_4 YXF

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ePlan (DOC.11)

(Sheet 31 of 31 sheets)

Plan of subdivision of lot 37 in DP270778 and easements affecting lot 24 in DP270778 covered by Subdivision Certificate No  $SC/(49/2019)^{-1}$ 

**EXECUTED** by **FAIRMEAD BUSINESS PTY LTD (ACN 069 006 426)** in accordance with section 127 of the *Corporations Act* 2001 (Cth):

Plan: DP270778

Signature of Director

Joseph Kinsella Director Name of Director (block letters)

Kind

Signature of Director/Secretary

William Kinsella

Name of Director/Secretary (block letters)

CITY OF PARRAMATTA
Authonsed Officer as Delegate of City of Parramatta Council pursuant
to Section 377 of Local Government Act 1993
Signature of Delegate:
Name of Delegate: <u>LLAIRE STEPOHENS</u>
Position of Delegate: A/UNIT MGR.
Signature of Witness: Kira Cozonto
Name of Witness KUA LOSENTRW
Address of Witness: 126 CHERACIT ST PARAMA

29.10.2018

Authorised Person

REGISTERED

5:8234708\_4 YXF

## ePlan INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 1 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

Full name and address of the ownerFairmead Business Pty Limitedof the land:ACN 086 099 989 of 5 Bay Dri

Fairmead Business Pty Limited ACN 086 099 989 of 5 Bay Drive Meadowbank NSW 2114

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1	Right of carriageway 12 & 15 wide	121 122	122 121
2	Easement for sewerage purposes over existing line of pipes	121 122	122 121
3	Easement for water supply purposes over existing line of pipes	121 122	122 121
4	Restriction on the use of land	121 122	122 121
5	Easement to permit encroaching structure to remain	121 122	122 121
6	Easement for support and shelter	121 122	122 121
7	Easement to drain water 2 wide	122	121
8	Right of public access	122	Auburn Council

## Part 1

## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 2 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate mumber SC-18/2010

## Part 2

### 1. Terms of right of carriageway 12 & 15 wide numbered 1 in the Plan

- 1.1. The Grantee and Authorised Persons have at all times the unrestricted right to go, pass and repass over the Lot Burdened by vehicle and by foot for all lawful purposes and with or without tools, machinery and equipment.
- 1.2. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
  - (a) must not park or stand vehicles on any part of the Lot Burdened, whether temporary or otherwise;
  - (b) must not deposit or leave any item on the Lot Burdened, whether temporary or otherwise;
  - (c) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
  - (d) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (e) must cause no damage to the Lot Burdened and any improvement on it.
- 1.3. The Grantee must make good any damage caused to the Lot Burdened and any improvement on it as a result of the Grantee or any Authorised Person exercising their rights and obligations in this Easement.
- 1.4. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.

## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 3 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

# 2. Terms of easement for sewerage purposes over existing line of pipes numbered 2 in the Plan

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by them, from time to time and at all times by means of pipes to drain sewage and other waste material and fluids in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of this Easement, any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefore and together with the right for the Grantee and every person authorised by them with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the Grantee and the persons authorised by them will take all reasonable precautious to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this Easement shall not be released, varied or modified without the written consent of Sydney Water Corporation.

# 3. Terms of easement for water supply purposes over existing line of pipes numbered 3 in the Plan

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by them, from time to time and at all times by means of pipes to supply water in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of this Easement, any line of pipes already laid within the servient tenement for the purpose of supplying water or any pipe or pipes in replacement or in substitution therefore and together with the right for the Grantee and every person authorised by them with any tools, implements or machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof

## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 4 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the Grantee and the persons authorised by them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this Easement shall not be released, varied or modified without the written consent of Sydney Water Corporation.

## 4. Terms of restriction on the use of land numbered 4 in the Plan

No building or other structure shall be erected, constructed or placed on the land shown as "Easement for Sewerage Purposes Over Existing Line of Pipes" and "Easement for Water Supply Purposes Over Existing Line of Pipes" on the Plan without the prior consent in writing of Sydney Water Corporation first had and obtained nor otherwise than in strict compliance with such conditions as the said Sydney Water Corporation may impose and this restriction shall not be released, varied or modified without the written consent of the said Sydney Water Corporation.

## 5. Terms of easement to permit encroaching structure to remain numbered 5 in the Plan

- 5.1. The Grantee has the right at all times:
  - (a) to insist that the parts of the Building (the "Encroaching Structures") on the Lot Benefited which, when this Easement was created, encroached on the Lot Burdened remain, but only to the extent they are within the Easement Site;
  - (b) to insist that the Services Apparatus providing Services to the Building on the Lot Benefited (the "Encroaching Services Apparatus") which, when this Easement was created, encroached on or were installed on or in the Lot Burdened remain, but only to the extent they are within the Easement Site;
  - (c) the full and free right to the subjacent and lateral support by the Lot Burdened of the Encroaching Structures and the Encroaching Services Apparatus;

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## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 5 of 14)

ePlan

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

- (d) to access to all relevant parts of the Lot Burdened (either with or without workmen, tools and equipment) for the purposes of inspecting and Repairing the Encroaching Structures and the Encroaching Services Apparatus;
- (e) to insist the Encroaching Structures and the Encroaching Services Apparatus remain; and
- (f) to do all other things necessary in connection with ownership of the Encroaching Structures and the Encroaching Services Apparatus.
- 5.2. The Grantor must not do or allow anything to be done to damage or interfere with the Eneroaching Structures and the Eneroaching Services Apparatus.
- 5.3. The Grantee may only do a thing under this Easement within the Easement Site.

## 6. Terms of easement for support and shelter numbered 6 in the Plan

- 6.1. Full and free right for the subjacent and lateral support of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this Easement effective.
- 6.2. Full and free right for the shelter of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this Easement effective.

## 7. Terms of easement to drain water 2 wide numbered 7 in the Plan

- 7.1. The Grantee has at all times the unrestricted right:
  - (a) to the free and uninterrupted storage and passage of water along, through or in all those items of Services Apparatus within the Lot Burdened at the date of registration of this Instrument; and

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## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 6 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

- (b) to use, operate and Repair those items of Services Apparatus contained within the Lot Burdened at the date of registration of this Instrument.
- 7.2. The Services Apparatus the subject of this Easement must be maintained in good order and operated, insured and Repaired by the Grantee at the Grantee's expense.
- 7.3. To enable the Grantee to exercise its rights and obligations in this Easement, the Grantee has the unrestricted right:
  - (a) after giving reasonable notice to the Grantor (except in an emergency when notice is not required), to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances;
  - (b) to remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
  - (c) to take anything on to the Lot Burdened for purposes associated with the Grantee's rights and obligations; and
  - (d) to carry out work to the Lot Burdened for purposes associated with the Grantee's rights and obligations.
- 7.4. In exercising the powers conferred by this Easement, the Grantee must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (d) restore the Lot Burdened as nearly as practicable to its former condition; and

## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 7 of 14)

ePlan

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

- (e) make good any damage attributable to the activities referred to in this Easement.
- 7.5. Where the Grantee:
  - (a) has failed to carry out an obligation imposed by clause 7.2 of this Easement and the failure is likely to cause damage to the Lot Burdened; and
  - (b) the Grantor has given the Grantor written notice of such failure and the Grantor has failed to carry out its obligation within a reasonable time after receipt of the notice,

the Grantor may take all lawful steps necessary to ensure the obligation is carried out and may recover from the Grantee any reasonable expense incurred by the Grantee.

- 7.6. The Grantor may relocate any item of Services Apparatus the subject of this Easement to another location within the Easement Site or the Lot Burdened.
- 7.7. In exercising the powers conferred by clause 7.6 of this Easement, the Grantor must:
  - (a) give reasonable notice to the Grantee of its intention to carry out any of the activities in clause 7.6;
  - (b) carry out all work at its own cost;
  - (c) ensure the work is only carried out by properly qualified and licensed tradesmen;
  - (d) cause as little disruption to a Service the subject of this Easement as is practicable in the circumstances;
  - (e) ensure all work is done properly;

## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 8 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

- (f) ensure the relocated site for the relevant item of Services Apparatus is suitable;
- (g) ensure after relocation the relevant item of Services Apparatus is properly functioning;
- (h) cause as little inconvenience as is practicable to the Grantee and any occupier of the Lot Benefited; and
- (i) make good any damage attributable to the activities referred to in this Easement.
- 7.8. The Grantee may only do a thing under this Easement within the Easement Site.

## 8. Terms of right of public access numbered 8 in the Plan

- 8.1. The Grantor will not construct any building or wall closer than 20 metres from the eastern outer edge of the top of the seawall used to protect the Lot Burdened from the tides in Homebush Bay ("20 metre zone"). The landward or western extent of the 20 metre zone coincides with the right of public access within the Lot Burdened as shown on the plan as (8) (the "Easement Site").
- 8.2. The Grantor grants to the Grantee, including (without limitation) members of the public, the full and frees right to go, pass and repass over the Easement Site on the terms set out in this Easement.
- 8.3. The rights granted under this Easement:
  - (a) are subject to the right of the Grantor and other persons lawfully entitled to use the Lot Burdened from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights and the public access granted under this Easement;
  - (b) are for the Grantee and the public to utilise the Easement Site on a nonexclusive basis;

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## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 9 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

- (c) may be exercised on foot or using wheelchairs or disabled access aids or by vehicles less than 2 tonnes in weight;
- (d) may be exercised with or without animals;
- (e) may be exercised for recreational purposes only; and
- (f) are subject to possible temporary restrictions imposed by the Grantor for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.
- 8.4. The Grantor and the Grantee agree that:
  - (a) the Easement Site (other than such parts as the Consent Authority agrees are reasonable to exempt from the Easement Site) is available for dedication or transfer to a public authority to create public open space (classified as community land categorised as a park under Chapter 6 Part 2 of the Local Government Act 1993 (NSW)) for a term no less than the life of the Strata Scheme at any time in the future at any time in the future and at no cost to the public authority; and
  - (b) the dedication or transfer of the Easement Site will occur at a time agreed between the Grantor and the Grantee.

#### 9. **Definitions**

In this Instrument, the following words have the following meaning:

"Authorised Person" means a person, body or Authority authorised by the Grantee and without limitation, where applicable, includes the Grantee's tenants, licensees, visitors, employees and contractors.

"Authority" means any governmental agency or any other authority or body having authority over or jurisdiction in respect of the Building.

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## ePlan INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 10 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

**"Building"** means the building or buildings erected on the Land: the expression includes all modifications, additions, alterations and extensions to the building or buildings (regardless of whether they are made before or after the date of registration of this Instrument).

"Conducting Media" means more than one Conducting Medium.

"Conducting Medium" means any wire, cable, pipe, line, duct or chute through which a Service passes including without limitation chutes, garbage chutes, drains, exhaust flues, kitchen flues, ducts, exhaust ducts, kitchen ducts, riser ducts and service ducts.

"Consent Authority" means Auburn Council or the relevant consent authority at the time.

"Easement" means a new restriction, easement or covenant the subject of this Instrument.

"Easement Site" means the site of an Easement.

"Grantee" means the owner, or if more than one, the owners jointly, of an estate in fee simple of a Lot Benefited or Auburn Council or the relevant consent authority at the time that any request for consent to release, vary or modify Easement number 8 is made.

"Grantor" means the owner, or if more than one, the owners jointly, of an estate in fee simple of a Lot Burdened.

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with an Easement means the Lot benefited by the relevant Easement.

"Lot Burdened" in connection with an Easement means the Lot burdened by the relevant Easement.

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## ePlan INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 11 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

"Plan" means the plan to which this Instrument relates.

"Repair" means to clean, maintain, repair, renew or replace.

"Service" includes water, hot water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television impulses or signal, radio impulses or signals and any other prescribed service.

"Services Apparatus" means any item of Services Equipment or any item of Conducting Media.

"Services Equipment" means any item of plant or equipment in which a Service is generated, contained or stored.

"Strata Plan" means a strata plan registered in accordance with the Strata Schemes (Freehold Development) Act 1973 (NSW).

"Strata Scheme" means the strata scheme created on the registration of a Strata Plan.

#### **10.** Interpretation

- 10.1. The expression "Grantor" includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.
- 10.2. The expression "Grantee" includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.
- 10.3. Each Grantor and Grantee:
  - (a) is bound by, and must comply with, the terms of each Easement; and
  - (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant Easement when exercising their rights and

## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 12 of 14)

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Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

obligations in this Instrument.

- 10.4. The rights and obligations attaching to an Easement are granted subject to the provisions of this Instrument and any conditions in the relevant Easement.
- 10.5. The rights attaching to an Easement are not exclusive to the Grantee or any Authorised Person unless stated otherwise in the terms of the relevant Easement.
- 10.6. If the costs relevant to the use, operation, insurance or Repair of an Easement Site or an item of Services Apparatus are not covered by this Instrument, then the Grantor is responsible for those costs.
- 10.7. Notwithstanding anything to the contrary in this Instrument, where an Easement Site includes a structure, the right to use the Easement Site does not extend to the structure unless otherwise stated in the terms of the relevant Easement.
- 10.8. Reference in an Easement to go, pass and repass by foot includes the right to go, pass and repass in a vehicle for disabled purposes unless the relevant Easement Site is not designed for disabled access.
- 10.9. In this Instrument, unless the contrary intention appears:
  - legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
  - (b) a reference to a thing or land includes the whole or each part of that thing or land;
  - (c) the singular includes the plural and vice versa;
  - (d) headings do not affect the interpretation of this Instrument; and
  - (e) an obligation, representation or warranty:
    - (i) in favour of two or more persons is for their benefit jointly and severally; and

## INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 13 of 14)

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

## Part 2 (continued)

- (ii) by two or more person binds them jointly and severally.
- 10.10. Subject to clause 10.11:
  - (a) if a provision of this Instrument is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (b) if, despite clause 10.10(a) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (c) in any other case, the whole provision must be severed.
- 10.11. If an event under clause 10.10 occurs, the remainder of this Instrument continues in full force and effect.

## **INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE** INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP1156412

(Sheet 14 of 14)

ePlan

Plan of subdivision of lot 10 in DP 776611 covered by subdivision certificate number SC-18/2010

### DATED:

### **Execution by registered proprietor:**

Executed by Fairmead Business Pty Limited ACN 086 099 989 in accordance section 127 of the Corporations Act 2001 (C'th)

Director John Kinsella

were blog a second

Director William Kinsella

#### Execution by registered mortgagee:

SIGNED SEALED & DELIVERED on behalf of ING Bank (Australia) Limited by its attorney under power of attorney registered by its attorney under power of attorney registered WARK JOSEPH SKINNER ING Bank (Australia) Limited

Mitness Nathale Bry 35

Nathalie Burgess Gadens Lawyers 77 Castlereagh Street, Sydney

(MAU) MARKE ARONN COMM

bigned at Sydney the "" day of Settlemasour 2000 or Invested Bank (Australia) Limited ACN 071 292 594 by its duly appointed Attorney under Power of Attorney Book 4592 No. 942 dated 250640

Witness Attorney 1 Jodie Kellehr Attorney

REGISTERED

29.9.2010

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Time	
Date	
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REQUEST

New South Wales Real Property Act 1900



PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar Generated Confect the Information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A)	STAMP DUTY	lf applicable	. Revenue NSW use only						
(B)	TORRENS TITLE	CP/SP 932	238 and CP/SP 94094						
(C)	REGISTERED DEALING	Number	Number Torrens Title						
(D)	LODGED BY	Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if anyCODENetwork Strata Services Pty LimitedPPBox 265HURSTVILLE BC NSW 1481Reference: 93238						
(E)	APPLICANT	Owners C	Owners Corporation Strata Plan 93238 and Strata Plan 94094						
(F)	NATURE OF REQUEST	Amend St	Amend Strata Management Statement filed with SP93238						

#### (G) TEXT OF REQUEST

The parties involved agreed on 19 April 2019 to register the Schedule of Shared Facilities Register as set in Annexure A.

Gui
e of authorised person:
authorised person:
eld:
f

The <u>applicant</u> certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of <u>6</u>1708 .

1	<b>I</b>		T															() <b>Q</b>	4	Common & N Seal	a s
		Comments																1	ょ	HE OWNER	~
	Retail		3 83%	3.83%										%E8'E					2	AN No 93	2 0
	Residential	CP/SP 93238	96.17%	96.17%										96.17%				CTRAN	-1 1	Common Heal	0 **
		Method of Allocation	٩	4				-						 4			52		· 🖊 🧃	COMNER'S	\$]
WWP REGATTA (BLOCK G) - SCHEDULE OF SHARED FACILITIES		Description of Shared Facility / Location / Room Code	Ruilline Insurance	Fire Sprinkler System - includes the Sprinkler Tank (L1). Fire Pump (L1), Fire Sprinkler Valve (L1) and all other valves, boosters, pumps, storage tanks, pipework and electrical infrastructure that form part of the fire sprinkler system.	Fire Hydrant System - Including Fire Hydrant Pump (L1), Hydrant Tanks (L1), Fire Hydrant & Booster Enclosure (L1) all valves, valve rooms, booster, pumps, reeks, storage tanks, and pipework nessessary for the Fire Hydrant System.	Fire Control Centre (L1) - including main fire control panel and any subsidiary panels along with all electrical infrastructre associated.	Fire Alarms, Automatic Fire Detections and Alarm systems, Building Occupant Warning System, Fire electrical system including all brigade monitoring. horms and speakers etc.	Emergency warning and inter-communization system (EWIS) and fire alarm system including alarms, speakers and electrical infranstructure, detection systems including all smoke, fire and heat setectors and electrical infrastructurae that forms part of the detection system.	Fire Hose reel cupboards including, hose reels and associated hydrant pipes and plant.	Portable fire extinguishers	All other apparatus and infrastructure comprising Integrated fire systems.	All services incl. mechanical ventilation required to the above rooms and all accessways/service corridoors required to access these areas.	All required monitoring, testing and maintenance of the above.	Potable Cold Water System - Including Potable Cold Water Pump and Master Potable Cold Water Meter in the Water Room (L1) and all other valves, boosters, pumps, storage tanks, pipework, meters and electrical infrastructure that form part of the Potable Cold Water System.	Gas System - Including Primary Gas Regulator and Gas Meter Room (L1) and all other valves, pipework, meters and electrical infrastructure that form part of the Gas System.	Sanitary Drainage and Sewerage System including - Including Sewer Tanks (1.1), Sewer Plant and plantroom (Mono Pump Room 1.1), boundary connection and all other valves, boosters, pumps, storage tanks, pipework and electrical infrastructure that form part of the Sanitary Drainage and Sewerage System.	Stormwater Drainage System - Including Stormwater Pump-Out Pit and Stormwater Pump located below LI Slab, Various Stormwater Gross Polutant Traps, Stormwater Connections and all other valves, boosters, pumps, storage tanks, pipework, pits and electrical infrastructure that form part of the Stormwater Drainage System.	Rainwater System - Rainwater Tank (L1), Rainwater Pump Room (L1) and all other valves, boosters, pumps, storage tanks, pipework and electrical infrastructure that form part of the cold water system.	All required monitoring, testing and maintenance of the above.		
MM		Shared Facility	Ruidine Insurance	Fire Services										Hydraulic Services							
		Shared Facility Code	SED1	SF02										5F03							

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	WWP RE	WWP REGATTA (BLOCK G) - SCHEDULE OF SHARED FACILITIES					
				Residential	Retail		
Shared Facility Code	Shared Facility	Description of Shared Facility / Location / Room Code	Method of Allocation	CP/SP 93238	00 150 04046	Comments	
SF04	Electrical Services Infrastructure	Kosk Substations (L1 - Hill Road) including all associated infrastructure for proper operation including but not limited to transformers, signage, HV Cables, LV Cables, Access, maintenance, louvred wall or door panels etc. Electrical Main Switchroom (L1), Main Switchboards and Electrical Switchrooms (throughout)	4	96.17%	3.83%		
		Emercency lighting systems including all light fittings, batteries and electrical components forming part of the emergency lighting system					
		Internal and External Ughting. All mechanical ventilation required to the above rooms.			<u></u>		
		Electrical Supply to common areas and Shared Facilitles Including all electrical wires, cables and ducts exclusively servicing exclusively shared (acilities and all unmetered risers and cable runs that service the shared facilities					
		All required monitoring. testing and maintenance of the above.					
SF05	Electricity Consumption	costs for the consumption for shared facilities and common areas	A	96.17%	3.83%		Г
F06	Security, Security System Monitoring & Access Control System	Equipment throughout the development linked via control panels and to the Communications Room (L1) and Building Manager's location. Includes all security monitoring equipment, guards (if required), CCTV, video intercom, carpark and building access control systems and all maintenance, swipes, keys & remote controls	۲.	96.17%	3/83/E		
SF07	Telecommunications - Main Distribution Frame and NBN Equipment	Includes all equipment for MDF including NBN cabling, all associated equipment in Coms Room, MDF Room and all NBN distribution panels and all accosicated infrastructure. Includes air conditioning and UPS back-up system.	۲	96.17%	3.83%		r——-
SF08	Carpark Mechanical Ventilation and Exhaust System	Supply fans system, exhaust risers, plenums, ducts servicing the exhaust risers, smoke spill risers, and fan motors and plant equipment Including plant rooms and fan rooms located throughout the development and all electrical works associated and all Grills, Ductwork, Fans, Controls, air monitoring equipment and censors, risers, doors, hatches etc. that form part of the system. Includes all associated SA Rooms, Fan rooms, Plant Rooms and all associated plant and equipment including those located on the roof.	υ	96.04 <b>%</b>	3.96%		
SF09	Building Management System (BMIS)	Building Management system including control computer / panel and all maintenance and UPS back-up system.	4	96.17%	3.83%		
SF10	QAM / TDT Television Distribution System	Extended to the development from existing neighbouring developments - includes all Head-End Equipment, Fibre to Co-Axial Media Converters, Amplifiers, Splitters, and Television Outlets and associated cabling.	<u>.</u>	98.22%	1.78%		
SF11	Fire Doors	Includes all fire doors that service shared facilities and includes - regular testing as required and all maintenance.	۷	96.17%	3.83%		
SF12	Shared access ways and carriageways	Throughout Development - Shared access ways and carriageways including all driveways and ramps intended to provide access to the carpark levels and shared facilities including handrails, signage, mirrors and bollards, footpaths, kerbs & laybacks, and awnings to footpaths.	٥	98.22%	1.78%		
SF13	Shared Lobbles	Shared tobbies (at L1 at 57 Hill Road and 10 Burroway Road) - Including all maintenance, cleaning, repairs and renewal of shared Level 1 lobby spaces.	٥	98.22%	1.78%		<u> </u>
SF14	Carpark Security Roller Door	Carpark Security Roller Doors - Includes all electrical and security Infrastructure and, footings, censors, swipe card systems etc.	c	96.04%	3.96%		
SF15	Warming and operational signs / Statutory Signage	includes all statutory signage, emergency exit signage, plant and equipment signage etc. to common / shared facilities	A	96.17 <b>%</b>	3.83%		
SF16	Exterior Architectural / Facade Embelishments	includes all Cleaning. Repair and maintenance of exterior facade architecutral elements that form part of the building design	A	96.17%	3.83%		
SF17	Exterior Paintwork and Render	includes all exterior surfaces with a paint finish and/or rendered finish and all associated cleaning, repair / replacement of render, maintenance and re-painting.	A	96.17%	3.83%		<b></b>

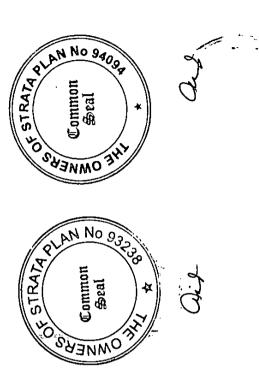
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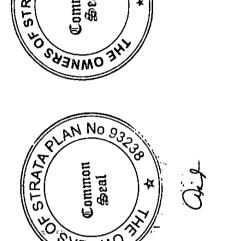
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	WWP RI	WWP REGATTA (BLOCK G) - SCHEDULE OF SHARED FACILITIES				
				Residential	Retail	
Shared Facility	Shared Facility Shared Facility	Description of Shared Facility / Location / Room Code	Method of	Method of CP/SP	CP 15P	Comments
Code			Allocation	Allocation 73238	44046	
81.JS	Block D 'Broadwater' Easement for Garbage	Block D 'Broadwater' Easement for Garbage   Cleaning, maintenance, repair and monetary contribution as required by the Block D 'Broadwater' Section 88B for maintaining the easement		96.17%	3,83%	
	and Recycling Collection rooms and Garbage	and Recycling Collection rooms and Garbage   for access and use of the Garbage & Recycling Storage Room (Block D Broadwater' L1 Car Park) and Residential Garbage Dock (Block D	٩			
	Truck Dock	(Broadwater't.) Car Park)			•	
SF19	Block D 'Broadwater' Easement for Block G	Block D'Broadwater' Easement for Block G / Cleaning, maintenance, repair and monetary contribution as required by the Block D'Broadwater' Section 888 for maintaining the easement		0.00%	100.00%	Mezzanine Parking only
	Mezzanine Parking Access	for access	•			used by Retail Lots
SF20	Burroway Road Footpath Awning	includes all cleaning, repair, replacement and maintenance of awnings overhanging Burroway Road footpath.		%00 <b>.</b> 0	100.00%	Awning hangs in Lot 16's
			8			stratum however only services Lot 17.
SF21	Burroway Road Lighting	Includes all electricity costs, cleaning, repair, replacement and maintenance of public open space lighting illuminating the Burroway Road	4	96.17%	3.83%	
		footpath, plaza and roadway.	¢			





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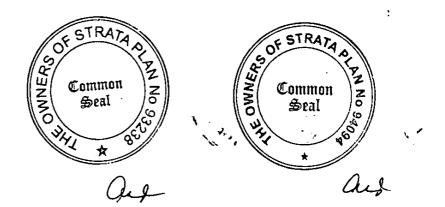
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## SHARED FACILITIES - METHOD OF ALLOCATION

Туре	Method	Description
A	GFA based percentage / Factor	The proportion of total GFA areas of each Stratum Lot relative to the aggregate of total GFA of the Stratum Lots
В	Assessed Benefit / Estimated Usage	The percentage of estimated usage based on factors such as: - Amount of people/estimated population per Stratum - Intended use of the Shared Facility - Estimated Consumption of each stratum - etc.
с	Car Space based percentage	The proportion of the number of car spaces of the relevant Stratum Lot relative to the aggregate number of total car spaces in the car park
D	Number of Lots Factor	The proportion of the number of lots within relevant Stratum Lot relative to the aggregate number of lots in all Stratum Lots
E	Fire Stair Percentage	Based on Number of Level's served in each stratum lot relative to the total number of levels the fire stair services.



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## Approved Form 13

## **Certificate of Owners Corporation**

## **Special Resolution**

The owners corporation certifies that on  $^{18}$   $^{\cancel{K}}$   $^{\cancel{M}}$   $^{\cancel{M}}$   $^{\cancel{M}}$  it passed a special resolution, pursuant to the *Strata Schemes Development Act* 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act* 2015 authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) Strata Schemes Development Act 2015.

-	Signature:	Name:	ANITA	DALAG	Authority:
---	------------	-------	-------	-------	------------

Signature: .....Authority: .....

^ Insert appropriate date

Text below this line is part of the instructions and should not be reproduced as part of a final document.

- 1. This form must be provided in its entirety as shown above.
- 2. This certificate is required to accompany a dealing or plan which requires a special resolution including, but not limited to:
  - Adding land to the common property by lease, sub-lease or transfer see section 25 Strata Schemes Development Act 2015
  - Surrendering a lease or sub-lease of common property see section 27 Strata Schemes
     Development Act 2015
  - Transferring or leasing part of the common property see section 33 Strata Schemes Development Act 2015
  - Creating or varying an affecting interest which burdens common property see section 34(1)(a) Strata Schemes Development Act 2015
  - Releasing or varying an affecting interest which benefits common property see section 34(1)(b) Strata Schemes Development Act 2015
  - Dedicating part of the common property as public road, public reserve or drainage reserve see section 35 *Strata Schemes Development Act 2015*





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Tii Da	Release: 2-1 ubstitute De me	aling	CHANGE OF BY-LAWS New South Wales Strata Schemes Management Act 201 Real Property Act 1900 rty Act 1900 (RP Act) authorises the Registrar General to collect the i intenance of the Real Property Act Register. Section 96B RF	information required	
CSB2					
(B)	LODGED BY	Document Collection Box 573X	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481 Reference: 93238		
(C)	The Owners-Stra	ta Plan No. 9			
(D)			f section 141 of the Strata Schemes Management Act 2015, by which the by-laws	were changed as	
(E)	Repealed by-law Added by-law No	D. <u>NOT AE</u>	PPLICABLE		
	Amended by-law		al By-law 4		
	as fully set out be Amend clause		of Special By-Law 4 to read as follows:		
	(b) "Storage "EUl"on the	Space A" plan of e	means the storage space in the exclusive use area des exclusive use area as shown in Attachment D.	signated	

ים: גועם געם איני איני איני איני איני געם איני	A consoli	dated list of by-laws affecting the abo annexed hereto and marked as Annexure	ove mentioned strata scheme a	nd incorporating the	e change referred to at
(G)	The seal of	The Owners-Strata Plan No. 93238	was affixed on <u>4/8/20</u>	17	in the presence of
to make	no Bigd ature: this no pame:	ng person(s) authorised by section 273 S Brad Wood Netstrata-Managing Agent	OF STRATA OF South Speal No OF STRATA OF South NO Speal South NO Speal Speal South NO Speal Speal S		
	ALL HANDW 1705	RITING MUST BE IN BLOCK CAPITALS.	Page 1 of 38 tapproved form 10	ONCOBL ONCI	OFFCDBL AM 526856

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Tel: 1300 NETSTRATA Fax: 1300 644 402 P.O. Box 265 HURSTVILLE BC 1481

Annexure A

**By-Laws** 

## Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 19/09/2016

#### **1** The Community Association and The Community Management Statement

(a) The Community Association is the primary management body for the Community Scheme.

(b) The Community Association manages the Community Scheme according to the Community Management Statement.

(c) The Community Association, the owners corporations in the Community Scheme and the owners and occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.

(d) Nothing in these by-laws entitles the Owners Corporation, an Owner or an

Occupier not to comply with the Community Management Statement.

(e) An Owner or Occupier must not do anything that would cause the owners corporation not to comply with the Community Management Statement.

(f If a by-law or a part of a by-law in this instrument is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.

(g) The Owners Corporation has the power to and must appoint a natural person as its representative at meetings of the Community Association.

## 2 The Committee and the Strata Management Statement

(a) The Committee manages the Building according to the Strata Management Statement, any Codes and any applicable Committee Rules.

(b) The Committee, the Owners Corporations in the Building and the owners and occupiers of lots in the Building are required to comply with the Strata ManagementStatement, any Codes and any applicable Committee Rules. (c) Nothing in these by-laws affects the obligation of the Owners Corporation, an Owner or an Occupier to comply with the Strata Management, any Codes and any applicable Committee Rules.

(d) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Strata Management Statement, any Codes and any applicable Committee Rules.

(e) If a by-law or part of a by-law in this instrument is inconsistent with the Strata ManagementStatement, any Code or any Committee Rule, the Strata Management Statement, Code or Committee Rule, as the case may be, prevail to the extent of any such inconsistency.

(f) The Owners Corporation has the power to appoint a Representative and Alternative Representative. The Owners Corporation must ensure that there is at least a Representative at all times. The power of the Owners Corporation under this subclause (f) may be exercised by the executive committee.

#### 3 Exclusive Use By-Laws

3.1 Which are the Exclusive Use By-laws

Each by-law in Section 10, Section 11 and Section 12 is an Exclusive Use By-law.

3.2 What Exclusive Use By-laws do

(a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.

(b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed at revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.
 (c) The party or parties having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Anea which is the subject of an Exclusive the Benefited Party to exercise their Tents under the Easement.

ich is the subject of an casemen	it must permit the Benefited Party to exercise them by the second s
- Z 8 AUD ZUI/	Steport Bate: 19th June 2017
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P.O. Box 265 HURSTVILLE BC 1481

## **By-Laws**

## Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

(d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained to the creation of an Easement after the date of registration of these by-laws which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive Use By-law relating to the Exclusive Use Area.

### 4 Consent

4.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

(a) The Owners Corporation in general meeting; or

(b) The Executive Committee at a duly convened meeting of the Executive Committee.

4.2 Consent of Owners Corporation may be revoked or withheld Consent given by the Owners Corporation under a by-law:

(a) If practicable, may be revoked by the Owners Corporation in general meeting; and

(b) Subject to by-law 4.4, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

4.3 Consent by Executive Committee may be revoked or withheld Consent given by the Executive Committee under a by-law:

(a) If practicable, may be revoked by the Owners Corporation in general meeting; and

(b)Subject to by-law 4.4, may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

4.4 Consent not to be withheld if approved by a Rule or Code

Neither the Owners Corporation nor the Executive Committee may withhold its consent to an application by an Owner or Occupier for consent to an activity which is an activity or in a class of activities approved by a current Rule or Code.

4.5 Consent conditions

Owners and Occupiers must comply with any condition in a consent.

## 5 Reporting

5.1 Obligation on Owners and Occupiers

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

(a) If the Owners Corporation has appointed a Caretaker or building manager, that act or activity must be reported to the Caretaker or building manager; and

(b) If the Owners Corporation has not appointed a Caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

## 6 Service of Documents By Email

A document may be served on an Owner or Occupier by email if

(a) The Owner or Occupier has given the Owners Corporation an email address for the service of decuments;

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- (b) The document is sent by email to that email address; and
- (c) The sending party's electronic equipment:

(i) Reports that the email has been sent; and

(ii) Does not report receipt of a failure notice.

OFSTRAZ æ FZ Common Seal rt Date: 19th 017 gć ╈



P.O. Box 265 HURSTVILLE BC 1481

## Strata Plan 93238 2 BURROWAY ROAD WENTWORTH POINT

## 7 Behaviour and Responsibility on Common Property

7.1 General obligations

(a) Owners and Occupiers must be adequately clothed when on Common Property.

(b) Owners and Occupiers must not to break any Law when on Common Property.

(c) Owners and Occupiers must take reasonable steps to ensure their invitees:

(i) Do not do anything that they cannot do under the By-laws; and

(ii) Are removed from the Building upon refusing to comply with the By-laws.

7.2 Prohibited behaviour

Owners and Occupiers must not:

(a) Make noise o~ behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;

(b) Use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property;

(c) Obstruct the lawful use of Common Property by any person;

(d) Smoke while on Common Property or allow smoke to emit from their Lot;

(e)Bring or permit to enter, any heavy article which might cause structural Damage to the Building;

(f) Do anything to damage or deface Common Property;

(g) Interfere with any personal property vested in the Owners Corporation;

(h) Damage any lawn, plant, tree or garden situated on or within Common Property;

(i) Purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;

(j) Place or hang laundry on any part of the Common Property;

(k) Attach or install any satellite dish to Common Property, or any part of a Lot visible from outside the Lot;

(I) Use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;

(m) interfere with the operation of any Equipment installed in the Common Property;

(n) Modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or

(o) Interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

7.3 Easements

Owners and Occupiers must not do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.

7.4 Duty to notify defects to Owners Corporation

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

7.5 Maintenance of installations

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.

## 8 Visitor Car Spaces

8.1 Obligation on Owners and Occupiers

Owners and Occupiers:

(a) Must not park or stand any Vehicle in a Visitor Car Space;

(b) Must not permit any other person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupier (and is not a person who stays in that Owner's or Occupier's Lot for more than 2 consecutive nights at any one time);

(c) Must not permit any contractor or employee of the Owner or Occupier by Serk or stand a Vehicle in a Visitor Car Space;

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(d) Must not give any person a key or Security Key to the Building for the purposes of allowing that person to use a Visitor Car Space;

(e) Must comply all Rules and Codes relating to the use of Visitor Car Spaces;

(f) Must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Spaces; and

Must ensure their visitors comply with the directions of the Owners Corporation and the Caretaker in (q) connection with access to and use of the Visitor Car Space.

#### 9 Shared Zone

9.1 Use of Shared Zone

(a) Owners and Occupiers may only use the Shared Zone for entering and exiting Vehicles parked in Car Spaces immediately adjacent to the Shared Zone.

(b) Owners and Occupiers must not:

(i) park or stand any Vehicle in the Shared Zone;

(ii) cause any other person or allow an invitee to park or stand a Vehicle in the Shared Zone;

(iii) leave any object within the Shared Zone; or

(iv) do anything that obstructs the Shared Zone, except during the course of using the Shared Zone in accordance with by-law 9.1(a).

(c) Owners and Occupiers must:

(i) comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Shared Zone: and

(ii) comply with all Rules and Codes relating to the use of the Shared Zone.

#### 10 Car Wash Bay

10.1 Use of Car Wash Bay

(a) Owners and Occupiers may only use the Car Wash Bay for the washing and cleaning of Vehicles.

(b) Owners and Occupiers:

(i) must not park or stand any Vehicle in the Car Wash Bay other than for washing and cleaning the Vehicle;

(ii) must not permit any other person to park or stand a Vehicle in the Car Wash Bay;

(iii) must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Car Wash Bay; and

(iv) must comply with the Rules and Codes relating to the use of the Car Wash Bay.

#### 11 Service Vehicle Parking Space

11.1 Obligation on Owners and Occupiers

Owners and Occupiers:

(a) Must not park or stand any Vehicle in the Service Vehicle Parking Space unless it is a service vehicle parked temporarily by the Owner or Occupier, or by an invitee or contractor of the Owner or Occupier, for the purpose of loading and unloading goods and items belonging to that Owner or Occupier;

(b) Must not permit any other person to park or stand a Vehicle in the Service Vehicle Parking Space unless it is a Vehicle of the kind and for the purpose referred to in by-law 11.1 (a); 03

(c) Must not give any person a key or Security Key to the building for the purposes of a contract that person ) wse the Service Vehicle Parking Space; Шì 2 Continion 7 Ž

(d) Must comply with all Rules and Codes relating to the use of the Service Vehicle Parking Space

(e) Must comply with the directions of the Owners Corporation and the Caretaker in confection with access

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use of the Service Vehicle Parking Space:

(f) Must ensure their invitees and contractors comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Service Vehicle Parking Space.

#### 12 **Designated Matters**

The Owners Corporation must:

(a) If the Original Owner serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Community Association to implement or give effect to or which otherwise beneficially affects any of the Community Designated Matters or which is of assistance to the Original Owner in the carrying out of the Community Designated Matters;

(b) If the Original Owner serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Community Association which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect any of the Community Designated Matters or which is not of assistance to the Original Owner in the carrying out of any of the Community Designated Matters:

(c) If the Original Owner serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Committee to implement or give effect to or which otherwise beneficially affects any of the Committee Designated Matters or which is of assistance to the Original Owner in the carrying out of the Committee Designated Matters; and

(d) If the Original Owner serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Committee which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect any of the Committee Designated Matters or which is not of assistance to the Original Owner in the carrying out of any of the Committee Designated Matters.

#### 13 Security and Security Keys

13.1 Obligations and rights of Owners Corporation

(a) The Owners Corporation is responsible for the issue, the programming and coding and re-coding of Security Keys.

(b) Owners and Occupiers must return to the Owners Corporation or the Caretaker, their Security Keys for recoding within 48 hours of being requested to do so by the Owners Corporation.

(c) The Owners Corporation may charge Owners and Occupiers a fee or a bond for:

(i) Any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) The coding or re-coding of any Security Key.

(d) The Owners Corporation (acting reasonably) may restrict the number of Security Keys it makes available to any Owner or Occupier.

13.2 Obligations of Owners and Occupiers

.

(a) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Buildina.

(b) Owners and Occupiers must close all security doors and gates when they pass through them.

(c) Owners and Occupiers must exercise great care in making a Security Key available to users of their Lot.

(d) When vacating a Lot, Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.

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(e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Ky is stor destroyed (f) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated 3

of ost or handed to (g) Owners and Occupiers must take all reasonable steps to ensure a Security Key is Common

person other than another Owner or Occupier or to the Owners Corporation. 13.3 Access

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If it considers it necessary, the Owners Corporation may:

(a) Close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;

(b) Exclude access to any part of the Common Property as a means of monitoring the security of the Building; and

(c) Restrict by means of a Security Key access from one level of the Building to any other level.

13. 4 Restricted access

(a) If the Owners Corporation restricts access under by-law 10.3, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

(b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.

(c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

13. 5 Owners Corporation may re-cede Security Keys

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

13. 6 Agreement with third party

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

## 14 Moving and Delivering

14.1 Large and heavy Items

(a) This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

(b) Subject to the other terms of these by-laws, when moving in and out of the Building or taking delivery of large or heavy

items, Owners and Occupiers must:

(1) provide the Owners Corporation with no less than 48 hours prior written notice (to provide amongst other things

sufficient time for the placement of protective curtains in the lift);(2) not pass through either the Rowe Street or First Avenue Lobbies; (3) use the Service Lift or the Loading Dock ramp located in Rowe Street;

(4) where appropriate, use street access from Rowe Street or First Avenue to access their Lot.

(5) comply with the reasonable requirements and reasonable Rules of the Owners Corporation.

(c) If the Owners Corporation has appointed a Caretaker, Owners and Occupiers must comply with his requirements.

14.2 Damage

Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot,

## 15 Access to Common Property by Service Providers

15.1 Obligation on Owners Corporation

The Owners Corporation must put in place arrangements to allow access to the Building by Service-Providers.

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## 16 Smoking

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(a) Smoking is not permitted on any part of the Common Property, including in the Lobby, lift stairwell and corridor areas.

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(b) Smoke must not be permitted to enter Common Property areas or the Lot of any other person.

(c) Cigarette butts must not be dropped or thrown onto Common Property or Lot of any other person.

#### 17 **Occupation and Use of Lots**

17.1 General

(a)Owners and Occupiers must:

(i)Keep their Lot clean, tidy and in good repair; and

(ii)Comply with all Laws affecting their Lot.

(b)Owners and Occupiers must not:

(i)Store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;

(ii)Use, occupy or allow their Lot to be used or occupied:

(A)For any unlawful purpose; or

(B)For any purpose that may affect, lessen or damage the reputation of the Building;

(iii)Break any Law whilst on their Lot;

(iv)Place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(v)Keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(vi)Operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;

(vii)Place, attach or hang from any part of their Lot or the Common

Property any aerial or any security device or wires; or

(viii)Install or operate any intruder alarm in their Lot which emits an audible signal.

17.2 Floor Coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

17.3 Window Coverings

(a)Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either of a neutral or off white colour or a colour approved by the Owners Corporation.

(b)Owners and Occupiers must not attach, erect, install or affix vertical blinds in their Lot which are visible from outside their Lot.

(c)Owners and Occupiers must not tint the windows or glass doors of their Lot with reflective tint.

(d)Owners and Occupiers must not without the consent of the Owners

Corporation:

(i) Tint the windows or glass door of their Lot with any type of tint;

(ii)Attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or

(iii)Attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which are visible from outside the Lot.

(e)Owners and Occupiers may, with the consent of the Owners Corporation, attach, erect, install or affix fly screens to the outside of the windows or doors on their Lot. STRAN

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17.4Cleaning windows

(a)Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glassing windows and doors on the boundary of their Lot, including so much as is Common Property, unless: шì



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(i)The Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or (ii)That glass or part of the glass cannot be accessed by the Owner or

Occupier of the Lot safely or at all.

(b) The Owners Corporation may decide:

(i)To keep clean that part of the Common Property which is the glass surface of any window or door

(ii)Not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

17.5 Balconies

(a)Owners and Occupiers must;

(i)Keep the Balconies of their Lot clean, tidy and in good repair; and

(ii)Ensure those parts of the Balcony rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b)Owners and Occupiers must not place any item on the Balcony of their Lot:

(i)Which is fixed;

(ii)Which is inconsistent with the Balcony's use as a Balcony; or

(iii)Which is inconsistent with the aesthetics and appearance of the

Building.

(c)Owners and Occupiers must not use the Balcony of their Lot for storage purposes.

(d)Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other similar item on the Balcony of their Lot.

17.6 Winter Gardens

(a) Owners and Occupiers must;

(j)Keep the Winter Garden of their Lot clean, tidy and in good repair; and

(ii)Ensure those parts of the Winder Garden's rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b)Owners and Occupiers must not place any item on the Winter Garden of their Lot;

(i)Which is fixed;

(ii)Which is inconsistent with the Winter Garden's use as a winter

Garden; or

(iii)Which is inconsistent with the aesthetics and appearance of the

Building.

(c)Owners and Occupiers must not use the Winter Garden of their Lot for storage purposes.

(d)Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other similar item on the Winter Garden of their Lot.

17.7 Planter Box

(a)An Owner or Occupier whose Lot includes a Planter Box on the boundary of the Lot or a Balcony or Winter Garden adjoining or within the Lot must ensure that:

(i)So far as is practicable any grass and plants in the Planter Box are

Maintained in a healthy and vigorous condition;

(ii)Any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;

(iii)The Planter Box and Irrigation System are properly Maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and

(iv)The Irrigation System is not turned off, removed or otherwise interfered with.

(b)If an Owner or Occupier fails to comply with this by-law 17.6 the Owners

Corporation may give notice requiring compliance.

(c) If an Owner or Occupier fails to comply with a notice given under this by-law

17.6, The Owners Corporation may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law17.6.

(d)Any expense incurred by the Owners Corporation under this by-Jaw 17.6 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction. STRAIN

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Owners and Occupiers must not:

(a)Place or operate a barbeque on the Balcony of their Lot unless:

(i)It has a cover; or

(ii) It is a barbeque approved by, or a type approved by, the Owners

Corporation; or

(b)Permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

17.9 Car Spaces

(a) If a Lot comprises a Car Space, such Car Space must only be used for the parking of registered and operational Vehicles and must not be used for any other purpose, including:

(i)As a storage area;

(ii)For the washing of Vehicles or equipment;

(iii)For the carrying out of mechanical or other repairs; or

(iv)To park boats, caravans or trailers.

(b)An Owner or Occupier must not install or erect any storage facility, whether fixed or moveable, within a Car Space.

(c)A Car Space must not be enclosed.

(d)The Owners Corporation is not responsible for:

(i)Anything stolen from a Car Space; or

(ii)Damage to a Vehicle in a Car Space, including, damage to a Vehicle entering or leaving the Car Space.

17.10 Storage Spaces

(a)Owners and Occupiers:

(i)Must keep their Storage Space clean and tidy;

(ii)Must keep clear the fire sprinklers in their Storage Space;

(iii)Must not store any inflammable material in their Storage Space;

(iv)May only use their Storage Space for storage purposes associated with the use of their Lot and for no other purpose.

17.11 Commercial operations

The Owners Corporation must be notified by an Owner or Occupier: (a)

(i)Who is carrying out or intends to carry out; or

(ii)Who permits or intends to permit any person to carry out, commercial operations from their Lot.

(b)On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot. (c)The provisions of this by-law do not apply to any commercial activities carried out on the Display Lot and the Management Lot.

#### 18 Access Through Lots

18.1 Owners Corporation and Caretaker may have access

(a) The Owners Corporation and the Caretaker, by each of their respective agents, employees and/or contractors and, with or without tools and materials may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

(i) Carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

(ii) Carrying out work required to be carried out by the Owners Corporation by a notice served on it by any Authority;

(iii) Carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

Act; (iv) Carrying out work required to be carried out by the Owners Corporation in accordance with trights and obligations in these by-laws; S NER

(v) Carrying out work to the gardens and planter boxes in the Common Property; and

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(vi) Accessing anchor points attached to Common Property adjacent to or near the Lot.

18.2 Obligation on Owners and Occupiers

(a) Owners and Occupiers must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on their Lot in order for the Owners Corporation and the Caretaker to undertake their respective functions in this by-law.

(b) Owners and Occupiers must not obstruct or hinder the Owners Corporation or the Caretaker in the exercise of their respective functions in this by-law.

(c) If access is required through a Car Space then the Owner or Occupier of the relevant Lot must temporarily move any Vehicle from the Car Space if requested to do so by the Owners Corporation or the Caretaker.

#### 19 **Rules and Codes**

19.1 Power of Owners Corporation to make Rules and Codes

The Owners Corporation may make Rules and Codes relating to matters associated with:

(a)The use and management of the Building;

(b)The security and control of the Building;

(c)The manner of treating windows and glass doors of Lots (such as the type and colour of permitted window treatment);

(d)The type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors in Lots;

(e)The appearance of Lots;

(f) The appearance of the Building:

(g)The type of furniture and other items which are prohibited from being placed on Balconies;

(h)The type of Signs;

(i)Pets within the Parcel including:

(i) The manner in which applications for consent are to be made;

(ii)Which pets are permitted without the consent of the Owners Corporation;

(iii)Which pets are permitted with the consent of the Owners Corporation, which may not be unreasonably withheld:

(iv)The information to be included when making an application for consent; and

(v)Procedures to be followed if there is a breach of the Rule; and

(j)Any other matter determined by the Owners Corporation.

19.2Amending or replacing Rules or Codes

(a)The Owners Corporation may amend or replace any Rule or Code,

(b)The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

(c)An Owner must send a copy of any new Rule or Code to any Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

19.30wners and Occupiers bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

19.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of these By-laws.

#### 20 **Provision of Amenities or Services**

#### 20.1 Owners Corporation may contract out

20.1 Owners Corporation may contract out The Owners Corporation may determine to enter into arrangements for the provision of amendies or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots, including (the list is not exhaustive): U Common

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(a) window cleaning;

(b) Garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunication services (for example, cable television).

20.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 20.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### 21 Complaints, Applications and Breach

21.1 Complaints and applications to be in writing

(a)Any complaint or application to the Owners Corporation or the Executive Committee by an Owner or Occupier must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.

(b)If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

21.2Remedy against an Owner or Occupier

(a) The Owners Corporation may do anything on a Lot or in connection with a

Lot which should have been done by an Owner or Occupier under the

By-laws or under any Rules made by the Owners Corporation but which has not been done, or has not been done properly.

(b)If an Owner or Occupier of a Lot is in breach of the By-laws or any applicable Rules, the Owners Corporation may give a notice of the breach to the Owner or Occupier of the Lot.

(c)The notice of breach must:

(i)Specify the nature of the breach;

(ii)Set out the provisions in the Management Act, the By-laws or any applicable Rules upon which the Owners Corporation relies;

(iii)Provide a reasonable period, having regard to the nature of the breach, for the Owner or Occupier of a Lot, to remedy the breach; and

(iv)Specify when it proposes to do the thing it is entitled to do under by-law

21.2(d), including entering their Lot.

(d)If a notice of breach has been served and the Owner, Occupier of a Lot has failed to remedy the breach in accordance with the requirements of the notice, then the Owners Corporation is entitled to:

(i)Enter and remain on the Lot for as long as it is necessary;

(ii)Carry out works; and

(iii)Recover any costs under the By-laws from the Owner or Occupier of the Lot.

(e)The Owners Corporation may recover any monies owing to it under these

By-laws as a debt in any competent court of jurisdiction.

(f)During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Owners Corporation, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Owners Corporation's principal bankers on overdraft accommodation in excess of \$100,000.00.

### 22 Lease or Licence of Lots

#### 22.1 General

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner

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### 22.2 Obligations of Owners

(a) If an Owner of a Lot has leased or licensed that Lot, the Owner must:

(i) ensure the Occupiers of the Lot have a copy of the most recent version of the By-laws and of any Rule or Code (including any amendments or changes from time to time)

(ii) ensure the Occupiers comply with the By-laws and any Rule or Code;

(iii) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent; the Caretaker or building manager (if any) about the Occupiers;
(iv) take all action available to ensure the Occupiers comply with all By-laws, Rules and Codes or any reasonable notice the Owner receives from the Owners Corporation.

(v) no later than 7 days after the commencing date of any rental agreement, provide to the Owners Corporation and the Caretaker (if any) a copy of the rental agreement together with contact details of the Occupier and the managing agent; and

(vi) ensure the Occupier give to the Owners Corporation or the Caretaker (if any) a photo identification of the Occupier no later than 7 days after the commencing date of the rental agreement.

(b) If an Owner intends showing a Lot or permitting another person to show a Lot to a prospective Occupier before 9:00am in the morning or after 9:00pm in evening, then for the proper safety and security of the Building the Owner must notify the Owners Corporation and Caretaker (if any) of these times.

22.3 Obligations of Occupiers

If an Owner of a Lot has leased or licensed that Lot, the Occupier:

(a) must comply with the By-laws and any Rule or Code;

(b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent, the Caretaker or building manager (if any)

(c) when requested to do so, must promptly give the Owners Corporation and the Caretaker the Occupier's contact details; and

(d) when requested to do so, must promptly give the Owners Corporation and the Caretaker the Occupier's photo identification.

## 23 Compensation to the Owners Corporation

#### 23.1 Damage

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees. 23.2 Costs

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by them or anyone under their control.

## 24 Reimbursement of Owners Corporation

(a) if any part of the Common Property, or any personal property of the Owners Corporation, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Management Act, recover from the Owner or the Occupier as applicable, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.
(b) If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any:
(i) emergency service agency (such as the fire brigade); or

#### (ii) service provider

is required to and attends the Building and, as a result of that attendance, a charge is imposed on, or any costs incurred by, the Owners Corporation, the Owners Corporation may recover the amount of that charge of those costs, as applicable, from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation, (c) If the costs incurred by, or the charges imposed on, the Owners Corporation, as described in this by-law, are

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not reimbursed in full to the Owners Corporation within one month after the date on which notice of those costs or charges has been given to the relevant Owner or Occupier, the Owner or Occupier, as applicable, will be liable for and must pay interest on the applicable costs or charges (or so much of them that remain unpaid) at the interest Rate until the costs or damages are reimbursed in full.

(d) If any costs, charges or interest referred to in this by-law remain unpaid, the Owners Corporation may include reference to that debt on notices issued in respect of the Lot under Section 109 of the Management Act.

### 25 Animals

25.1 Permitted

(a) Subject to section 49(4) of the Management Act and by-laws 24.1(b), 24.1(c),24.2 and 24.3, Owners and Occupiers may keep an animal or animal in their Lot with the consent of the Owners Corporation which consent must not be reasonably withheld,

(b) All dogs and cats must be registered with the appropriate Authority.

(c) No more than 2 animals may be kept or permitted to remain on a Lot at any one time.

25.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:

(a) any dog and cat that is not registered with the appropriate Authority

(b) any dog which is declared dangerous under the Companion Animals Act 1998 (NSW)

(c) any animals declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and

(d) and dog which the Australian Government prohibits from importation into Australia (the provisions of this bylaw are not retrospective)

24.3 Pet Policy

(a) owners and Occupiers must comply with the Pet Policy, for the Building.

(b) if an Owner or Occupier has an animal and has repeatedly failed to comply with the Pet Policy, then in addition to the rights of the Owners Corporation under by-law 20.2, after a notice of breach, is served and not remedied, the Executive Committee may, acting reasonably, require that the subject animal is permanently removed from the Building.

25.4 Obligations

In relation to any animal owned or in the care of an Owner or Occupier or owned or in the care of any visitor or invitee of an Owner or Occupier, the Owner or Occupier must:

(a) clean up all excrement or refuse left on Common Property by the animal

(b) make good, or bear the cost of making god, any damage to Common Property by the animal; and

(c) ensure all animals are on a leash, caged or otherwise contained when on the Common Property.

#### 26 Signs

#### 26.1 Prohibited

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

#### 26.2 Qualification

The provisions of this by-law do not apply to a Sign attached, erected or exhibited:

(a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party authorised by the Original Owner;

(b) on any part of the Building by the Developer, any party on behalf of the Developer or apy party authorised by

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the Developer;

(c) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or

(d) on any part of the Building pursuant to the right to do so under an Exclusive Use By-law or Easement.

#### 27 Notice Board

(a) The Owners Corporation may install and keep in an appropriate location within the Common Property anotice board (Notice Board).

(b) It is intended that, if installed, the Owners Corporation use the Notice Board to display copies of notices of meetings of the Owners Corporation and of the executive committee, the minutes of such meetingsand any other notices or information which the Owners Corporation considers appropriate to be displayed.

#### 28 Garbage Disposal for All Lots

28.1 General

(a) Owners and Occupiers may only dispose of Garbage in the manner contemplated by this by-law.

(b) Owners and Occupiers must not place or leave Garbage anywhere on the Common Property other than in accordance with the By-laws or as directed by the Owners Corporation.

(c) Owners and Occupiers must:

(i) Promptly remove any Garbage that may have been spilled anywhere on the Common Property; and

(ii) Promptly clean the area on which the Garbage has been spilled.

28.2 Non-recyclable Garbage

(a) Garbage that is non-recyclable material must be:

(i) Separated from Garbage that is recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or any relevant Authority); and

(iii) Securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped).

(b) Garbage that is non-recyclable material must be placed in the garbage chute located nearest to the relevant Owner's or Occupier's Apartment.

(c) Owners and Occupiers must not place or leave Garbage that is non-recyclable material in any Garbage Room, in any Garbage Chute Room or anywhere else on the Common Property.

28.3 Recyclable Garbage

(a) Garbage that is recyclable material must be:

(i) Separated from Garbage that is non-recyclable;

(ii) Prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or any relevant Authority); and

(iii) in the case of bottles, completely drained.

(b) Garbage that is recyclable material must be placed in the relevant receptacles located in the Designated Recyclable Garbage Areas.

# 29 Insurance Premiums

29.1 Obligations of Owners and Occupiers

(a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

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(b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

29.2 Owner or Occupier liable

(a) Consent under by-law 29.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the Owners Corporation for the higher premium.

(b) Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on their Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error. conclusive evidence of the increased amount.

#### 30 **Building Works**

30.1 Approval of Owners Corporation required

(a) Building Works are either Minor Building Works or Major Building Works

(b) Owners who intend to carry out Minor Building Works must comply with by-law 30.

(c) Owners who intend to carry out Major Building Works must comply with by-law 31.

30.2 Occupiers

Occupiers must not carry out Minor Building Works or Major Works of any kind.

30.3 Qualification

The provision of this by-law do not apply:

(a) to any Building Works carried out by or on behalf of the Original Owner:

(b) to any Building Works carried out by or on behalf of the Owner of the Management Lot; and

(c) any Fit Out Works carried out pursuant to the right to do so under an Exclusive Use By-law.

#### 31 **Minor Building Works**

31.1 Pre-conditions to commencing to carry out Minor Building Works

Owners must not carry out or commence to carry out Minor Building Works unless:

(a) The Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:

(i) Details of the nature of the works:

(ii) Details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and

(iii) Details of the proposed commencing date and completion date of the works;

(b) All necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation;

(c) All relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency given to the Owners Corporation; and

(d) If it is intended that Flooring Works be carried out and if the Owners Corporation so requests, provide a report from an acoustic engineer, confirming that the proposed flooring finish will comply with the Building Code of Australia, or any other applicable Code, in respect of any requirements relating to sound transmission and insulation.

31.2 Conditions when carrying out Minor Building Works

An Owner carrying out Minor Building Works must:

(a) Comply with the reasonable requirements of the Owners Corporation relating to their conduct, (a) comply with the requirements of the Owners Corporation relating to their conduct, STRATA (b) Comply with the requirements of all relevant Authorities and the consents from the relevant outhorities; gualified and, where (c) Ensure the works are carried out in a proper and workmanlike manner; (d) use on appropriate, licensed tradesmen; шï Common

(e) Ensure the works are carried out without undue delay;

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(f) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(q) Cause as little disturbance as is practicable to other Owners and Occupiers;

(h) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage:

i) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused,

immediately make good that damage; and

(k) Ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

31.3 Completion of Minor Building Works

An Owner must on completion of the Minor Building Work, if the Owners Corporation so requests, provide within 14 days of such a request:

(a) A certificate from an appropriately gualified consultant, or consultants, that neither the carrying out of the Minor Building Work nor the use of the result of the Minor Building Work has:

(i) Damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;

(ii) Damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;

(iii) Damaged or interfered with, or will damage or interfere with, any water proofing or other membrane whether Common Property or otherwise; and

(iv) Detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and

(b) If works involved Flooring Works, a report from an acoustic engineer confirming that the relevant flooring finish complies with the Building Code of Australia, or any other applicable Code, in respect of any requirements relating to sound transmission and insulation.

#### 32 **Major Building Works**

32.1 Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

32.2 Application to Owners Corporation

An Owner wishing to procure the approval of the Owners Corporation to Major Building Works must:

(a) Make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);

(b) Include with the application:

(i) Any fee prescribed by the Owners Corporation;

(ii) Detailed plans and specifications for the Major Building Works;

(iii) A description of the proposed Major Building Works; and

(iv) Information as to:

(A) whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

(B) Whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

32.3 Rights in Owners Corporation

(a) In order for the Owners Corporation to process an application for approval for Major Building Works the **Owners Corporation may:** ð

(i) Require the applicant to submit further information, such as, further plans, specifications or reports;

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(ii) Waive the requirement to submit detailed plans and specifications:

(iii) Require the applicant to provide a report or certification from a suitably gualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or

(iv) Appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fees) - new sentence?

(b) In processing an application, the Owners Corporation:

(i) May act in its own discretion:

(ii) Approve it unconditionally or may impose conditions; and

(iii) May disregard its previous decisions.

(c) In processing an application, the Owners Corporation may require the payment of a bond;

(i) To be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;

(ii) To be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and

(iii) To be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law 32.

(d) The role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.

(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

32.4 Pre-conditions to commencing to carry out Major Building Works

(a) The provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.

(b) Owners must not commence to carry out Major Building Works unless:

(i) The Owners Corporation has approved the works in accordance with by-law 32.1;

(ii) The Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with by-law 32.1;

(iii) All necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable» and copies provided to the Owners Corporation;

(iv) All relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;

(v) The bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;

(vi) The Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and

(vii) The Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

32.5 Pre-conditions to commencing to carry out Major Building Works to Common Property

(a) The provisions of this by-law apply to Major Building Works to Common Property.

(b) If Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law 32, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:

(i) A special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and

(ii) If the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:

(A) A special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;

(B) The Owners Corporation has made and registered a by-law to that effect; and

(C) The Owner has given the Owners Corporation its written approval to the making of the by Taw ROL

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32.6 Conditions when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

(a) Comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;

- (b) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) Ensure the works are carried out in a proper and workmanlike manner;

(d) Use only qualified and, where appropriate, licensed tradesmen:

(e) Ensure the works are carried out without undue delay;

(f) Ensure no materials, tools, rubbish or debris are left lying about the Common Property:

(g) Cause as little disturbance to other Owners and Occupiers as is practicable;

(h) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i)Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

(j) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

(k) Ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

32.7 Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation).

32.8 Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

(a) Ensure all rubbish and debris caused by the works is removed from the Building and environs;

(b) Ensure the Common Property is left clean and tidy;

(c) If required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and (d) If required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

32.9 Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

32.10 Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation: (a) In connection with the Major Building Works (including costs for approving the Major Building Works); and (b) Arising out of damage to property (including, without limitation, to the Common Property) or injury to persons

as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

32.11 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

(a) Perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;

(b) Enter any part of the Parcel to carry out its rights in this by-law; and

SRASS day as a debt due and (c) Recover the costs incurred by the Owners Corporation in carrying out its rights in this ryday as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest of any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made. Ō õ 6

32.12 Future alterations to Major Building Works

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Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law 32.

32.13 Major Building Works not permitted to remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law 32. The provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law. 32.14 Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law 32.

## 33 Caretaker Agreement

33.1 Appointment

The Owners Corporation may:

(a) Appoint a Caretaker to provide the Building Services for the purposes of assisting the Owners Corporation in its functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and

(b) Enter into a Caretaker Agreement referred to in by-law 33.2 to provide those services.

33.2 Terms of the Caretaker Agreement

(a) There may be several Caretaker Agreements.

(b) The first Caretaker Agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Caretaker.

(c) The Caretaker Agreement may contain provisions which:

(i) Provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and

(ii) Provide for the annual fee to be reviewed annually in accordance with the consumer price index.

(d) The agreement may include provisions about:

(i) The manner in which the Caretaker must carry out the Building Services;

(ii) The manner in which employees and contractors are to be engaged;

(iii) The manner in which the Caretaker may be reimbursed for expenses; and

(iv) The manner in which the agreement may be assigned.

(e) The agreement may contain provisions pursuant to which the Owners Corporation:

(i) Consents to the Caretaker providing the Apartment Services and the Real Estate Services;

(ii) Permits the Caretaker to use any part of the Common Property for any of the following purposes providing the Building Services, the Apartment Services and the Real Estate Services or any of them; and

(iii) Agrees not to permit any other party to use the Common Property or any part of it for the purpose of providing services similar to the Building Services, Apartment Services or the Real Estate Services.

33.3 Part of Common Property for use by Caretaker

The part of the Common Property designated "AX" on the Strata Plan are regarded as appropriate for the purposes referred to in by-law 33.2(e) (ii).

# 34 Obstruction of the Caretaker

34.1 Obligations on Owners and Occupiers

Owners and Occupiers must not:

(a) Interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and

(b) Interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services

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contemplated by the Caretaker Agreement.

# 35 About the By-laws in this Section

35.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

35.2 Definitions

In this Section:

(a) "Lot" means each Residential Lot;

(b) "Owner" means the Owner of a Lot the subject of this by-law;

(c) "Air Conditioning System" in connection with a Lot means the split system air conditioning system, either within the Lot or located on the Common Property.

(d) "Hot Water System" means the central hot water system within the Building, including all equipment, hot water meters and relevant Cables; and

(e) "Intercom System" means the intercom system within each Lot and on the Common Property and includes the central system and all handsets in Lots.

## 36 Air Conditioning

36.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to:

(a) Keep attached to the Common Property that part of the Air Conditioning System relevant to the Owner's Lot which was so attached as at the date of registration of the Strata Plan; and

(b) Access all relevant parts of the Common Property to comply with its obligations in this by-law.

36.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which the Air Conditioning System is attached.

36.3 Maintenance and repair

The Owner is responsible for:

(a) The Maintenance of the Air-Conditioning System; and

(b) The Maintenance of those parts of the Common Property to which the Air-Conditioning System is attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

36.4 Conditions

The Owner:

(a) Must keep the Air Conditioning System clean and in a good state of repair and condition;

(b) Must ensure the Air Conditioning System is regularly maintained by properly qualified contractors; and

(c) Must comply with, and must ensure its contractors comply with, relevant Work Health and Safety Legislation when operating, maintaining, repairing and renewing the Air-Conditioning System.

#### 37 Hot Water System

37.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Hot Water System.

37.2 Exclusive use

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Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Hot Water System within the Owner's Lot.

37.3 Maintenance and repair

The Owners Corporation is responsible for the proper Maintenance of, and keeping in a state of good and serviceable repair, the Hot Water System whether located within an Owner's Lot or on the Common Property.

#### 38 Intercom System

38.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Intercom System.

38.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner's Lot.

38.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner's Lot or on the Common Property.

## 39 About the By-Laws in the Section

39.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

39.2 Definitions

In this Section:

(a) "Fit Out Works" means those works to the Lot required by the Owner of the Lot to enable that Owner to use the Lot for any purpose required by that Owner and includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out;

(b) "Lot" means the Display Lot;

(c) "Owner" means the Owner of the Lot the subject of this by-law;

(d) "Real Estate Activities" means the activities in connection with marketing, selling, leasing and managing Lots in the Building and any other property wherever located; and

(e) "Relevant Parts of the Common Property" means those parts of the Common Property which are impacted on, penetrated by, or reasonably necessary or associated with affixing or attaching any Sign or associated with any Fit out Works.

# 40 Real Estate Activities

40.1 Special privilege

The Owner has the special privilege to conduct the Real Estate Activities on the Common Property.

#### 41 Signs

41.1 Special privilege

Despite any By-law to the contrary, the Owner has the special privilege to:

(a) Affix or attach to any part of the Common Property a Sign or Signs relating to any activity service or product

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being conducted from or provided from the Parcel;

(b) Make penetrations into, drill holes in and make such other alterations to the Common Property necessary to affix or attach any Sign; and

(c) Access all relevant parts of the Common Property to exercise its rights or to comply with its obligations in this by-law.

41.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which any Sign the subject of this by-law is affixed or attached.

41.3 Maintenance and repair

The Owner is responsible for:

(a) The Maintenance of any Sign affixed or attached in accordance with this by-law; and

(b) The proper Maintenance of those parts of the Common Property on which any Sign the subject of this by-law is affixed or attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

41.4 Conditions

The Owner:

(a) Must keep all Signs the subject of this by-law in a good state of repair and condition; and

(b) Must comply with all Laws and the requirements of all relevant Authorities relevant to all Signs the subject of this by-law.

## 42 Fit Out Works

42.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

(a) The special privilege to carry out Fit out Works to the Lot and Relevant parts of the Common Properly;

(b) The special privilege to access or penetrate all Relevant parts of the Common Property for such time as may be reasonable for the purposes of carrying out the Fit Out Works; and

(c) The special privilege to make any Development Application or application for a Construction Certificate in connection with the Fit out Works (and in this regard, by-law 4.4 is relevant).

42.2 Notification to Owners Corporation

Within a reasonable time of carrying out any Fit Out Works the subject of this by-law, the Owner must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).

42.3 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Fit out Works the subject of this by-law.

42.4 Maintenance and repair

The Owner is responsible for the proper Maintenance of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit out Works the subject of this by-law.

42.5 Conditions

The Owner:

(a) Must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by -law;

(b) Must comply with the BCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law; and

(c) When installing, inspecting, repairing, Maintaining or renewing any Fit Out Works the subject of this by-law, must:

(i) Ensure the works are carried out in a proper and workmanlike manner;

(ii) Use only qualified and where appropriate, licensed tradesmen;

(iii) Ensure the works are carried out without undue delay;

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(iv) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(v) Cause as little disturbance as is practicable to other Owners and Occupiers;

(vi) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(vii) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage: and

(viii) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

#### 43 About the By-laws in this Section

43.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use

By-laws.

43.2 Definitions

In this Section 11:

(a) "Air Conditioning System" means a packaged condensing unit with inbuilt compressor and associated Cables; (b) "Conducting Medium" means any wire, cable, pipe, line, duct, chute, drain, exhaust flue or duct, kitchen flue or duct, riser duct, service duct and other apparatus through or in which a Service passes, stored or contained;

(c) "Fit Out Works" means those works to a Lot required by the Owner of the Lot to enable that Owner to use the Lot for any purpose required by that Owner: the expression includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out;

(d) "Hot Water System" means the central hot water system within the Building, including all equipment, hot water meters and relevant Cables;

(e) "Intercom System" means the intercom system within each Lot and on the Common Property: the expression includes the central system and all handsets in Lots;

(f) "Lot" means the Management Lot;

(q) "Owner" means the Owner of the Lot the subject of this by-law:

(h) "Relevant parts of the Common Property" means those parts of the Common Property which are impacted on, penetrated by, or reasonably necessary or associated with Fit Out Works;

(i) "Service" includes water, hot water, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, kitchen exhaust, air, ducted air, conditioned air, telephone, telecommunications, television impulses or signal, radio impulses or signals, or any other prescribed service; and

(j) "Works" means the works associated with the installation of an Air Conditioning System: the expression includes the installation of Conducting Media.

#### 44 Signs

44.1 Special privilege

Despite any By-law to the contrary, the Owner has the special privilege to:

(a) Affix or attach to any part of the Common Property a Sign or Signs relating to any activity, service or product being conducted from or provided from the Lot;

(b) Make penetrations into, drill holes in and make such other alterations to the Common Property necessary to affix or attach any Sign; and

(c) Access all relevant parts of the Common Property to exercise its rights or to comply with its obligations in this bv-law.

44.2 Exclusive use

of the Common Property Despite any other by-law to the contrary, the Owner has the exclusive use of those parts

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to which any Sign the subject of this by-law is affixed or attached.

44.3 Maintenance and repair

The Owner is responsible for:

(a) The Maintenance of any Sign affixed or attached in accordance with this by-law; and

(b) The proper Maintenance of those parts of the Common Property on which any Sign the subject of this by-law is affixed or attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

44.4 Conditions

The Owner:

(a) Must keep all Signs the subject of this by-law in a good state of repair and condition; and

(b) Must comply with all Laws and the requirements of all relevant Authorities relevant to all Signs the subject of this by-law.

#### 45 Fit Out Works

45.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

(a) The special privilege to carry out Fit out Works to the Lot and Relevant parts of the Common Property;

(b) The special privilege to access or penetrate all Relevant parts of the Common Property for such time as may be reasonable for the purposes of carrying out the Fit Out Works; and

(c) The special privilege to make any Development Application or application for a Construction Certificate in connection with the Fit out Works (and in this regard, by-law 4.4 is relevant).

45.2 Notification to Owners Corporation

Within a reasonable time of carrying out any Fit Out Works the subject of this by-law, the Owner must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).

45.3 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Fit out Work the subject of this by-law.

45.4 Maintenance and repair

The Owner is responsible for the proper Maintenance of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit out Works the subject of this by-law.

45.5 Conditions

The Owner:

(a) Must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by -law;

(b) Must comply with the SCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law; and

(c) When installing, inspecting, repairing, Maintaining or renewing any fit out Works the subject of this by-law, must:

(i) Ensure the works are carried out in a proper and workmanlike manner;

(ii) Use only qualified and where appropriate, licensed tradesmen;

(iii) Ensure the works are carried out without undue delay;

(iv) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(v) Cause as little disturbance as is practicable to other Owners and Occupiers;

(vi) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(vii) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

(viii) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused,

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immediately make good that damage.

## 46 Air Conditioning

46.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege:

(a) To carry out the Works to the Common Property; and

(b) To make penetrations into, to drill holes in and make such other alterations to the Common Property necessary to carry out the Works.

46.2 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Works the subject of this by-law.

46.3 Maintenance and repair

The Owner is responsible for:

(a) For the operation, cleaning, maintenance, repair, renewal and replacement of the Air Conditioning System whether contained within its Lot or on Common Property; and

(b) For the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property to which the Air Conditioning System is located or attached.

46.4 Conditions

The Owner must:

(a) Install an Air Conditioning System which complies with BCA Requirements (if relevant);

(b) Install the Air Conditioning System on a part of the Common Property so that it does not interfere with the occupation or use of the Common Property by another Owner or Occupier;

(c) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(d) Ensure the Works are carried out in a proper and workmanlike manner;

(e) Use only qualified and where appropriate, licensed tradesmen;

(f) Ensure the Works are carried out without undue delay;

(g) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(h) Cause as little disturbance as is practicable to other Owners and Occupiers;

(i) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(j) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

(k) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

# 47 Services

47.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

(a) The special privilege to construct, install, attach and place in the Common Property Conducting Media for the purposes of the provision of, the passage of or the storage of a Service or Services to and from the Lot or in connection with the Lot;

(b) The special privilege to pass, store or contain a Service in any Conducting Medium referred to in this by-law;

(c) The special privilege to access the Common Property for such time as may be reasonable for the purposes of: (i) Exercising its rights in this by-law; and

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(ii) Inspecting, cleaning, repairing, Maintaining and renewing a Conducting Medium; and

(d) The special privilege to connect to and use the existing Services in the Building.

47.2 Maintenance and repair

The Owner is responsible for:

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(a) The proper maintenance, repair and replacement of any Conducting Medium the subject of this by-law; and (b) The proper maintenance of, and keeping in a state of good and serviceable repair, those parts of the Common Property to which any Conducting Medium the subject of this by-law is constructed, installed, attached or placed. 47.3 Conditions

The Owner must:

(a) Prior to exercising the right to install a Conducting Medium, ensure that Conducting Medium will not interfere with the peaceful enjoyment by an Owner or Occupier of their Lot or the Common Property;

(b) Keep the Conducting Medium clean and in a state of good and serviceable repair;

(c) Comply with the requirements of all Authorities in connection with the installation and use of the Conducting Medium; and

(d) Comply with any relevant BCA Requirements in connection with the installation and use of the Conducting Medium.

## 48 Hot Water System

48.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Hot Water System.

48.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Hot Water System within the Owner's Lot.

48.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Hot Water System whether located within an Owner's Lot or on the Common Property.

#### 49 Intercom System

49.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Intercom System.

49.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner's Lot.

49.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner's Lot or on the Common Property.

# 50 Dictionary

50.1 Meaning of terms

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

Adjudicator means a community schemes adjudicator appointed under the Community Land Management Act 1989 (NSW) or a strata schemes adjudicator appointed under the Strata Schemes Management Act 1996 (NSW). Alternative Representative has the meaning given to it in the Strata Management Statement.

Apartment means the apartment comprised within a Lot (excluding the Management Lot).

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

services associated with the occupation of an Apartment. Architectural and Landscape Guidelines has the same meaning given to it in the Community Paragement



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Statement.

Authority means any Government Agency or any statutory, public or other authority having jurisdiction over the Building.

Balcony includes any area described in the Strata Plan as a balcony or courtyard, including any part of a Lot designated "B" (as a balcony) or "CY" (as a courtyard) on the Strata Plan.

BCA Requirements means requirements of the Building Council of Australia.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building has the meaning given to it in the Strata Management Statement.

Building Services means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste/Garbage management services in connection with the Parcel and landscaping services to the Owners Corporation.

Building Works are either Minor Building Works or Major Building Works. By-laws mean the by-laws in place from time to time for the Strata Scheme. Cables means cables, conduits, pipes, wires and ducts.

Car Space means any Lot or any part of a Lot or Common Property designed and capable of use as a place to park a Vehicle, which use is consistent with an applicable Development Consent.

Car Wash Bay means the part of the Common Property designated "CW" on the Strata Plan".

Caretaker means the person, if any, appointed by the Owners Corporation pursuant to the Caretaker Agreement.

Caretaker Agreement means the agreement, if any, between the Owners

Corporation and the Caretaker contemplated by by-law 33.1.

Code means a code made by the Owners Corporation in accordance with by-law 19.1 (as it may be amended or changed).

Committee means the building management committee established and maintained under the Strata Management Statement and required by the Strata Schemes (Freehold Development) Act 1973 (NSW).

Committee Designated Matters means the matters set out in Attachment A to this instrument.

Committee Representative has the meaning given to the term Representative in the Strata Management Statement.

Committee Rules has the meaning given to Rules in the Strata Management Statement.

Common Property means the common property of the Strata Scheme. Community Association means the community association constituted on registration of the Community Plan.

Community Designated Matters means the matters set out in Attachment B to this instrument

Community Management Statement means the community management statement registered with the Community Plan.

Community Parcel has the meaning given to it in the Community Management Statement.

Community Plan means DP270778.

Community Property has the meaning given to it in the Community Management Statement.

Community Scheme means the community scheme constituted on registration of the Community Plan.

Construction Certificate means a construction certificate as defined by the Environmental Planning and Assessment Act 1979 (NSW).

Council means the council in whose municipality the Building is situated.

Designated Recyclable Garbage Area means those parts of the Common Property designated by the Owners Corporation or the Caretaker as the location for Owners and Occupiers to place their recyclable Garbage.

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Development Application means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to a consent.

Display Lot means a Lot, if any, nominated as such by the Original Owner from time to time and notified to the Owners Corporation in writing, being a Lot to be used by the Original Owner or any party on behalf of the Original Owner in connection with the marketing, selling, leasing and managing of Lots and other properties-owned by the Easement means any easement, positive covenant or restrictive covenant burdening or berefiling the Common

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Property.

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use Area means that part or those parts of the Common Property the subject of an Exclusive Use By law.

Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

Executive Committee means the executive committee appointed by the Owners Corporation.

Facilities Manager has the meaning given to it in the Strata Management Statement. Fit out Works has the meaning given in Section 11.

Flooring Works means the removal, replacement, installation or any other interference with the floor coverings or other floor treatment in a Lot, other than the installation of carpet and underlay.

Garbage means any refuse, recyclable material or waste.

Garbage Chute Room means that part of the Common Property on each level of the Building containing the garbage chute.

Garbage Room means anyone of the garbage rooms located on the Common

Property designed to be used by the Owners and Occupiers of the Strata Scheme.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to the term by the Management Act. Interest Rate means 10% per annum. Irrigation System means the system located in the Lot for the purpose of irrigating the Planter Box.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act. Maintain includes to maintain in good condition, repair as necessary and replace as necessary, such as when an

item reaches the end of its natural life or it is no longer economic to repair; and Maintenance, Maintained and Maintaining have a corresponding meaning.

Major Building Works means:

(a) Any works which affect the external appearance of a Lot or the Building;

(b) Changes to the colour of external surfaces of a Lot or the Building (including those on the Balcony or Winter Garden of a Lot);

(c) The installation of sun blinds, security bars (or other security devices), flyscreens' and other fixtures to the external surfaces of a Lot or the Building;

(d) The erection of any new structures in a Lot or on Common Property; and

(e) Alterations to, additions to, removal of, repair or replacement of:

(i) Any part of the Common Property (such as, by way of example only, Common Property walls, windows, doors, floors and ceilings);

(ii) The structure of a Lot;

(iii) The internal walls inside a Lot (such as dividing walls even though they may not be Common Property);

(iv) The Balcony or Winter Garden attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades); and

(v) Any works which alter, amend, change or penetrate Common Property.

Management Act means the Strata Schemes Management Act 1996 (NSW). Management Lot means the Lot, if any, nominated as such by the Original Owner from time to time and notified to the Owners Corporation in writing. Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act.

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot or any fixture in a Lot which are not Major Building Works (such as (by way of example only), Flooring Works, underlay, the surface of internal walls, tiles, bathroom fixtures and kitchen fixtures). Occupier means:

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(a) a lessee:

(b) A licensee; or

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(c) Either a person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot. Original Owner means the registered proprietors of the Lots at the time of the Strata

Plan, being Fairmead Business Pty Ltd ACN 069006426\_ Owner means:

(a) A person registered or entitled to be registered as proprietor; or

(b) A mortgagee in possession; or

(c) A covenant chargee in possession, of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Pet Policy means any Rules made by the Owners Corporation under by-law 19.1(i). Planter Box means the part of the Common Property designated lops "on the Strata Pian".

Proponent has the meaning given to it in the Strata Management Statement.

Real Estate Activities means the activities in connection with marketing, selling and leasing Lots in the Strata Scheme and any other property.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, of services associated with the letting, managing and sale of Lots.

Registrar means the registrar of the Tribunal.

Representative means the natural person appointed by the Owners Corporation to be the Owners Corporation's proxy at meetings of the Community Association.

Residential Lot means each Lot other than the Management Lot. Restricted Matter means a matter or class of matter:

(a) Which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) Which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rules mean the rules made by the Owners Corporation in accordance with by-law

19.1 (as they may be amended or changed).

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Secretary means the secretary appointed by the Owners Corporation.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service Contract means a contract for any of the following services:

(a) Common Property security;

(b) Common Property air-conditioning maintenance;

(c) Lift maintenance;

(d) Fire system;

(e) Electrical system;

(f) Hydraulic system

(g) Essential services certification;

(h) Waste disposal;

(i) Cleaning of the basement car park areas; and

(i) Any other service nominated by the Owners Corporation.

Service Provider means the party providing the services under a Service Contract. Service Vehicle Parking Space means that part of the Common Property, if any, designated for the parking of service vehicles.

Shared Zone means that part of the Common Property designated "SZ" on the Strata Plan.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity, and includes any Sign advertising a Lot for sale or to let. Storage Space means any Lot or any part of a Lot or Common Property designed and capable of use for storage purposes, which use is the subject or and/or consistent with an applicable Development Consent.

Strata Management Statement means the strata management statement having effect in relation to the Strata STRAK OF Parcel, including any rules made under it. C

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Strata Parcel means the land the subject of the Strata Scheme

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Subsidiary Scheme has the meaning given to the term by the Community Land

Development Act 1989 (NSW).

Tribunal means the NSW Civil and Administrative Tribunal established by the Civil and Administrative Tribunal Act 2013 (NSW).

Vehicle includes motor cars, motor bicycles, boats, caravans, trucks and trailers. Visitor Car Space means those parts of the Common Property designated "VP" on the Strata Plan.

Winter Garden means the parts of a Lot designated "G" on the Strata Plan.

Work Health and Safety Legislation means all legislation relating to work health and safety applicable to the Building including without limitation the Work Health and Safety Act 2011 (NSW).

#### 51 Interpretation

51.1 Undefined words

Undefined words in these By-laws have the same meaning as they do in the Management Act.

51.2 Interpretation

Any reference to:

(a) Legislation includes later legislation which changes it, including regulations, proclamations, ordinances and bylaws issued under the later legislation;

(b) A thing includes the whole or each part of it; and

(c) The singular includes the plural and vice versa.

51.3 Headings

Headings do not affect the interpretation of the By-laws.

51.4 Severance

(a) Subject to by-law 51.4(b):

(i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite by-law 51.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) In any other case, the whole by-law must be severed.

(b) If an event under by-law 51.4(a) occurs, the remainder of these by-laws continue in full force and effect.

# The Following are the Special By-laws registered with the scheme.

#### 1 **Absolution of Appliance Maintenance**

# Registration Date: 19/09/2016

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property. OF STRATA

2. The type of appliances referred to in this By-law shall include, but not be limited to;

(i) Bathroom & Kitchen Exhaust Fans

(ii) Light Fittings and Down lights

(iii) Air-Conditioning Apparatus

(iv) Alarm Systems

(v) Individual Garage Door Motors

(vi) Hot Water Heaters servicing only one lot



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#### 2 Access for Inspection of Fire Services

#### Registration Date: 19/09/2016

#### A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays. (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,

B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment:

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment; C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

i) Carry out all work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

#### 3 **Alterations & Additions to Fire Doors**

# Registration Date: 19/09/2016

A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme. 1996 they will have

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Age



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# Strata Plan 93238 **2 BURROWAY ROAD WENTWORTH POINT**

then same as those words are attributed under that Act,

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner. E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot.

#### 4 Exclusive Use- Use of Storage Spaces- Lot 286

#### Registration Date: 19/09/2016

4- About the By-Laws in this Section

4.1 Exclusive Use-Laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

4.2 Definitions

In this Section:

(a) "Lot 286"means lot 286 in the Strata Plan; and

"Storage Space A "means the storage space in the exclusive us area designated "EU1" on the plan (b) of exclusive use area as shown in Attachment D.

#### 4.3 Exclusive Use

The owner of Lot 286 has the right to exclusive use and enjoyment of Storage Space A.

- 4.4 Conditions
- The Owner of Lot 286:
- Must keep Storage Space A clean and tidy; a)
- b) Must keep clear any fire sprinklers in Storage Space A;
- Must not store any inflammable material in Storage Space A; c)

Must only use Storage Space A for storage purposes associated with the use of Lot 286 and for no d) 2

other purpose;

Must not erect fixtures in Storage Space A; e)

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# Strata Plan 93238

# **2 BURROWAY ROAD WENTWORTH POINT**

f) Must comply with any directions of the Owners Corporation in relation to providing unobstructed access to Storage space A for the purposes of carrying out maintenance to the building or any other purpose determined by the Owners Corporation acting reasonably;

g) Must comply with all requirements of any Authority in connection with Storage Space A;

h) Must release the Owners Corporation from all claims, demands and liability of any king that may arise in respect to damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 4 and the use of Storage Space A except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation; and

i) Must indemnify the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage or any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 4 and the use of storage Space A except to the extent that they are caused or contributed to by the wilful or negligent act or mission of the Owners Corporation.

# 5 Exclusive Use By-Laws

# Registration Date: 31/10/2016

5- About the By-Laws in this Section

# 5.1 Exclusive Use-Laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

5.2 Definitions

In this Section:

(a) "Lot 196"means lot 196 in the Strata Plan; and

(b) "Storage Space B "means the storage space in the exclusive us area designated "EU2" on the plan of exclusive use area as shown in Attachment E.

# 5.3 Exclusive Use

The owner of Lot 196 has the right to exclusive use and enjoyment of Storage Space B.

- 5.4 Conditions
- The Owner of Lot 196:
- a) Must keep Storage Space B clean and tidy;
- b) Must keep clear any fire sprinklers in Storage Space B;

c) Must not store any inflammable material in Storage Space B;

d) Must only use Storage Space A for storage purposes associated with the use of Lot 196 and for no other purpose;

e) Must not erect fixtures in Storage Space A;

f) Must comply with any directions of the Owners Corporation in relation to providing unobstructed access to Storage space B for the purposes of carrying out maintenance to the building or any other purpose determined by the Owners Corporation acting reasonably;

g) Must comply with all requirements of any Authority in connection with Storage Space B;

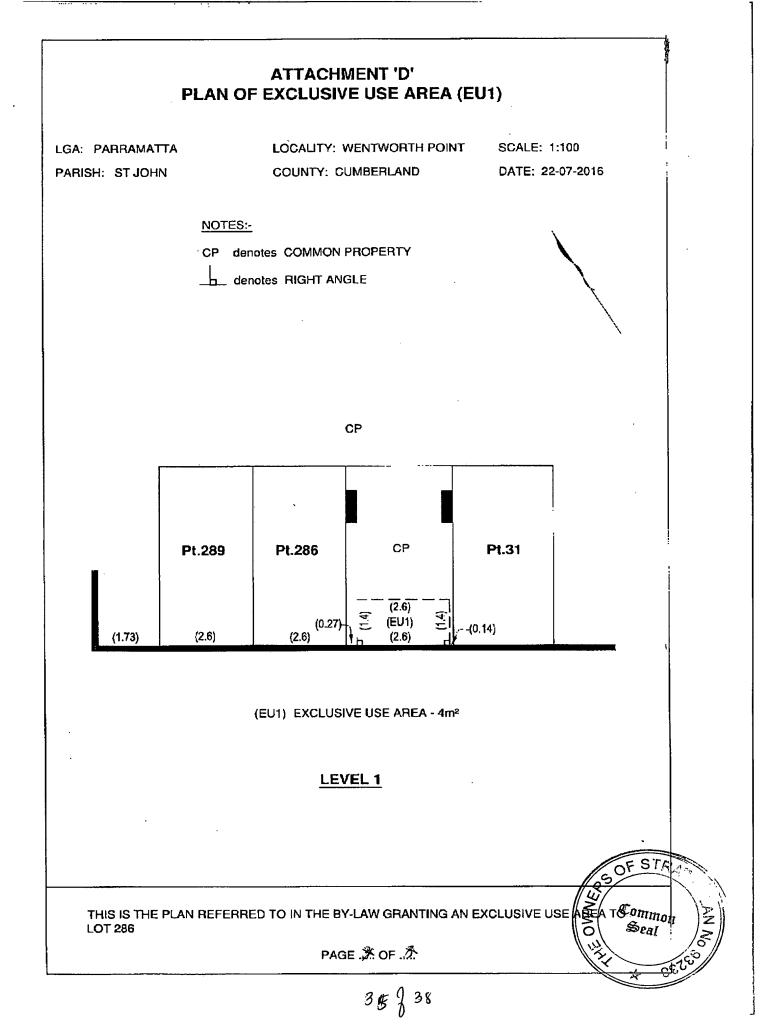
h) Must release the Owners Corporation from all claims, demands and liability of any king that may arise in respect to damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 5 and the use of Storage Space B except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation; and

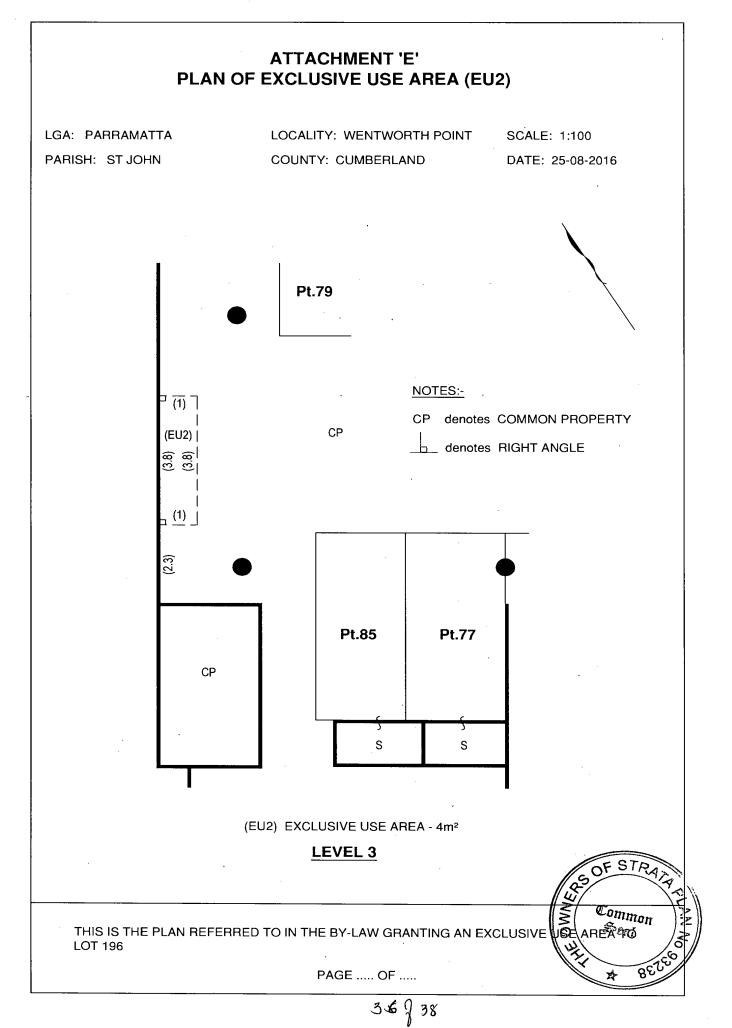
i) Must indemnify the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage or any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 5 and the use of storage Space B except to the extent that they are caused or contributed to by the wilful or negligent act or mission of the Owners Corporation.



**By-Laws** 

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# Strata Plan 93238 2 BURROWAY ROAD WENTWORTH POINT

#### **Installation of Security Cameras** 6

## Registration Date: 29/11/2016

Pursuant to By-Law 19 & 20, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following: (a) To purchase and install CCTV Surveillance Cameras within the common areas is the strata scheme.

(b) The CCTV Surveillance Cameras shall become common property and managed accordingly in relation to its maintenance, repair, renewal and replacement; and

(c) The payment of the CCTV Surveillance Cameras shall be made by the Owners Corporation.

#### 7 **Compensation to Owners Corporation**

## Registration Date: 29/11/2016

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner. 'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents; (ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B(v)above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations; (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution parable;
 (iii) The Owners Corporation may charge interest upon any contribution parable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this shaw to swant to

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Report

Date: 19th June

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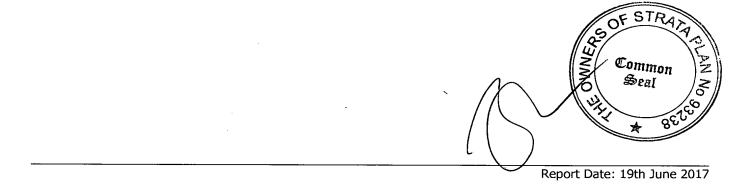
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# Strata Plan 93238 2 BURROWAY ROAD WENTWORTH POINT

section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.





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## **Approved Form 10**

#### **Certificate re Initial Period**

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

The seal of The Owners - Strata Plan 93238 was affixed on 26 September 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

STRATA O OWNERS Signature Z Common Seal Name: Brad Wood of Netstrata VH1 \$ Authority: . Appointed Managing Agent

Residual Document Version 04

odger Details			
Lodger Code	506516Q	Land Registry Document Identification	
Name	ADVOCATUS LAWYERS & CONSULTANTS	40404140	
Address	L 26, 1 BLIGH ST SYDNEY 2000	AR496160	
Lodger Box	1W		
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU	STAMP DUTY:	
Reference	SP93238-199	L	

### Consolidation/Change of By-laws

#### Jurisdiction NEW SOUTH WALES

#### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference CP/SP93238	Part Land Affected? N	Land Description
<b>Owners Corporation</b> THE OWNERS - STRATA P Other legal entty	LAN NO. SP93238	
Meeting Date 29/06/2021		
Amended by-law No. Details NOT APPLICABL Added by-law No. Details SPECIAL BY LAV Repealed by-law No. Details NOT APPLICABL	N 18, 19, 20, 21	
The subscriber requests the the land or interest described		any necessary recording in the Register to give effect to this instrument, in respect of

Attachment See attached Conditions and Provisions See attached Approved forms

#### Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

THE OWNERS - STRATA PLAN NO. SP93238
DARREN CHARLES KANE
DARREN CHARLES KANE
PRACTITIONER CERTIFIER
07/10/2021



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

# The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 20/04/2016

## **1** The Community Association and The Community Management Statement

(a) The Community Association is the primary management body for the Community Scheme.

(b) The Community Association manages the Community Scheme according to the Community Management Statement.

(c) The Community Association, the owners corporations in the Community Scheme and the owners and occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.

(d) Nothing in these by-laws entitles the Owners Corporation, an Owner or an

Occupier not to comply with the Community Management Statement.

(e) An Owner or Occupier must not do anything that would cause the owners corporation not to comply with the Community Management Statement.

(f) If a by-law or a part of a by-law in this instrument is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.

(g) The Owners Corporation has the power to and must appoint a natural person as its representative at meetings of the Community Association.

#### 2 The Committee and the Strata Management Statement

(a) The Committee manages the Building according to the Strata Management Statement, any Codes and any applicable Committee Rules.

(b) The Committee, the Owners Corporations in the Building and the owners and occupiers of lots in the Building are required to comply with the Strata ManagementStatement, any Codes and any applicable Committee Rules.
(c) Nothing in these by-laws affects the obligation of the Owners Corporation, an Owner or an Occupier to comply with the Strata Management Statement, any codes and any applicable Committee Rules.

(d) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Strata Management Statement, any Codes and any applicable Committee Rules.

(e) If a by-law or part of a by-law in this instrument is inconsistent with the Strata ManagementStatement, any Code or any Committee Rule, the Strata Management Statement, Code or Committee Rule, as the case may be, prevail to the extent of any such inconsistency.

(f) The Owners Corporation has the power to appoint a Representative and Alternative Representative. The Owners Corporation must ensure that there is at least a Representative at all times. The power of the Owners Corporation under this subclause (f) may be exercised by the executive committee.

# 3 Exclusive Use By-Laws

3.1 Which are the Exclusive Use By-laws

Each by-law in Section 10, Section 11 and Section 12 is an Exclusive Use By-law.

3.2 What Exclusive Use By-laws do

(a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.

(b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

(c) The party or parties having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area which is the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement.

**By-Laws** 

"Annexure A"

and.



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

(d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained to the creation of an Easement after the date of registration of these by-laws which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive Use By-law relating to the Exclusive Use Area.

### 4 Consent

4.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

(a) The Owners Corporation in general meeting; or

(b) The Executive Committee at a duly convened meeting of the Executive Committee.

4.2 Consent of Owners Corporation may be revoked or withheld Consent given by the Owners Corporation under a by-law:

(a) If practicable, may be revoked by the Owners Corporation in general meeting; and

(b) Subject to by-law 4.4, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

4.3 Consent by Executive Committee may be revoked or withheld Consent given by the Executive Committee under a by-law:

(a) If practicable, may be revoked by the Owners Corporation in general meeting; and

(b)Subject to by-law 4.4, may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

4.4 Consent not to be withheld if approved by a Rule or Code

Neither the Owners Corporation nor the Executive Committee may withhold its consent to an application by an Owner or Occupier for consent to an activity which is an activity or in a class of activities approved by a current Rule or Code.

4.5 Consent conditions

Owners and Occupiers must comply with any condition in a consent.

# 5 Reporting

5.1 Obligation on Owners and Occupiers

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

(a) If the Owners Corporation has appointed a Caretaker or building manager, that act or activity must be reported to the Caretaker or building manager; and

(b) If the Owners Corporation has not appointed a Caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

#### 6 Service of Documents By Email

A document may be served on an Owner or Occupier by email if

(a) The Owner or Occupier has given the Owners Corporation an email address for the service of documents;

- (b) The document is sent by email to that email address; and
- (c) The sending party's electronic equipment:
- (i) Reports that the email has been sent; and

(ii) Does not report receipt of a failure notice.



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

# 7 Behaviour and Responsibility on Common Property

7.1 General obligations

(a) Owners and Occupiers must be adequately clothed when on Common Property.

(b) Owners and Occupiers must not to break any Law when on Common Property.

(c) Owners and Occupiers must take reasonable steps to ensure their invitees:

(i) Do not do anything that they cannot do under the By-laws; and

(ii) Are removed from the Building upon refusing to comply with the By-laws.

7.2 Prohibited behaviour

Owners and Occupiers must not:

(a) Make noise o~ behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;

(b) Use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property;

(c) Obstruct the lawful use of Common Property by any person;

(d) Smoke while on Common Property or allow smoke to emit from their Lot;

(e)Bring or permit to enter, any heavy article which might cause structural Damage to the Building;

(f) Do anything to damage or deface Common Property;

(g) Interfere with any personal property vested in the Owners Corporation;

(h) Damage any lawn, plant, tree or garden situated on or within Common Property;

(i) Purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;

(j) Place or hang laundry on any part of the Common Property;

(k) Attach or install any satellite dish to Common Property, or any part of a Lot visible from outside the Lot;

(I) Use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;

(m) interfere with the operation of any Equipment installed in the Common Property;

(n) Modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or

(o) Interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

7.3 Easements

Owners and Occupiers must not do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.

7.4 Duty to notify defects to Owners Corporation

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

7.5 Maintenance of installations

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.

## 8 Visitor Car Spaces

8.1 Obligation on Owners and Occupiers

Owners and Occupiers:

(a) Must not park or stand any Vehicle in a Visitor Car Space;

(b) Must not permit any other person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupier (and is not a person who stays in that Owner's or Occupier's Lot for more than 2 consecutive nights at any one time);

(c) Must not permit any contractor or employee of the Owner or Occupier to park or stand a Vehicle in a Visitor Car Space;



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

(d) Must not give any person a key or Security Key to the Building for the purposes of allowing that person to use a Visitor Car Space;

(e) Must comply all Rules and Codes relating to the use of Visitor Car Spaces;

(f) Must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Spaces; and

(g) Must ensure their visitors comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Space.

# 9 Shared Zone

9.1 Use of Shared Zone

(a) Owners and Occupiers may only use the Shared Zone for entering and exiting Vehicles parked in Car Spaces immediately adjacent to the Shared Zone.

(b) Owners and Occupiers must not:

(i) park or stand any Vehicle in the Shared Zone;

(ii) cause any other person or allow an invitee to park or stand a Vehicle in the Shared Zone;

(iii) leave any object within the Shared Zone; or

(iv) do anything that obstructs the Shared Zone, except during the course of using the Shared Zone in accordance with by-law 9.1(a).

(c) Owners and Occupiers must:

(i) comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Shared Zone; and

(ii) comply with all Rules and Codes relating to the use of the Shared Zone.

# 10 Car Wash Bay

10.1 Use of Car Wash Bay

(a) Owners and Occupiers may only use the Car Wash Bay for the washing and cleaning of Vehicles.

(b) Owners and Occupiers:

(i) must not park or stand any Vehicle in the Car Wash Bay other than for washing and cleaning the Vehicle;

(ii) must not permit any other person to park or stand a Vehicle in the Car Wash Bay;

(iii) must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Car Wash Bay; and

(iv) must comply with the Rules and Codes relating to the use of the Car Wash Bay.

# 11 Service Vehicle Parking Space

11.1 Obligation on Owners and Occupiers

Owners and Occupiers:

(a) Must not park or stand any Vehicle in the Service Vehicle Parking Space unless it is a service vehicle parked temporarily by the Owner or Occupier, or by an invitee or contractor of the Owner or Occupier, for the purpose of loading and unloading goods and items belonging to that Owner or Occupier;

(b) Must not permit any other person to park or stand a Vehicle in the Service Vehicle Parking Space unless it is a Vehicle of the kind and for the purpose referred to in by-law 11.1 (a);

(c) Must not give any person a key or Security Key to the building for the purposes of allowing that person to use the Service Vehicle Parking Space;

(d) Must comply with all Rules and Codes relating to the use of the Service Vehicle Parking Space;

(e) Must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

use of the Service Vehicle Parking Space;

(f) Must ensure their invitees and contractors comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Service Vehicle Parking Space.

### 12 Designated Matters

The Owners Corporation must:

(a)If the Original Owner serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Community Association to implement or give effect to or which otherwise beneficially affects any of the Community Designated Matters or which is of assistance to the Original Owner in the carrying out of the Community Designated Matters;

(b)If the Original Owner serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Community Association which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect any of the Community Designated Matters or which is not of assistance to the Original Owner in the carrying out of any of the Community Designated Matters;

(c)If the Original Owner serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Committee to implement or give effect to or which otherwise beneficially affects any of the Committee Designated Matters or which is of assistance to the Original Owner in the carrying out of the Committee Designated Matters; and

(d)If the Original Owner serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Committee which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect any of the Committee Designated Matters or which is not of assistance to the Original Owner in the carrying out of any of the Committee Designated Matters.

# 13 Security and Security Keys

13.1 Obligations and rights of Owners Corporation

(a) The Owners Corporation is responsible for the issue, the programming and coding and re-coding of Security Keys.

(b) Owners and Occupiers must return to the Owners Corporation or the Caretaker, their Security Keys for recoding within 48 hours of being requested to do so by the Owners Corporation.

(c) The Owners Corporation may charge Owners and Occupiers a fee or a bond for:

(i) Any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) The coding or re-coding of any Security Key.

(d) The Owners Corporation (acting reasonably) may restrict the number of Security Keys it makes available to any Owner or Occupier.

13.2 Obligations of Owners and Occupiers

(a) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

(b) Owners and Occupiers must close all security doors and gates when they pass through them.

(c) Owners and Occupiers must exercise great care in making a Security Key available to users of their Lot.

(d) When vacating a Lot, Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.

(e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed. (f) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated.

(1) Owners and Occupiers must not uuplicate of permit a security key to be uuplicated.

(g) Owners and Occupiers must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

#### 13.3 Access



# Strata Plan 93238 2 BURROWAY ROAD WENTWORTH POINT

If it considers it necessary, the Owners Corporation may:

(a) Close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;

(b) Exclude access to any part of the Common Property as a means of monitoring the security of the Building; and (c) Restrict by means of a Security Key access from one level of the Building to any other level.

13. 4 Restricted access

(a) If the Owners Corporation restricts access under by-law 10.3, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

(b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.

(c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

13. 5 Owners Corporation may re-cede Security Keys

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

13. 6 Agreement with third party

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

# 14 Moving and Delivering

14.1 Large and heavy Items

(a) This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

(b) Subject to the other terms of these by-laws, when moving in and out of the Building or taking delivery of large or heavy

items, Owners and Occupiers must:

(1) provide the Owners Corporation with no less than 48 hours prior written notice (to provide amongst other things

sufficient time for the placement of protective curtains in the lift);(2) not pass through either the Rowe Street or First Avenue Lobbies; (3) use the Service Lift or the Loading Dock ramp located in Rowe Street;

(4) where appropriate, use street access from Rowe Street or First Avenue to access their Lot.

(5) comply with the reasonable requirements and reasonable Rules of the Owners Corporation.

(c) If the Owners Corporation has appointed a Caretaker, Owners and Occupiers must comply with his requirements.

14.2 Damage

Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot,

# 15 Access to Common Property by Service Providers

# 15.1 Obligation on Owners Corporation

The Owners Corporation must put in place arrangements to allow access to the Building by Service Providers.

# 16 Smoking



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(a) Smoking is not permitted on any part of the Common Property, including in the Lobby, lift stairwell and corridor areas.

(b) Smoke must not be permitted to enter Common Property areas or the Lot of any other person.

(c) Cigarette butts must not be dropped or thrown onto Common Property or Lot of any other person.

# 17 Occupation and Use of Lots

17.1 General

(a)Owners and Occupiers must:

(i)Keep their Lot clean, tidy and in good repair; and

(ii)Comply with all Laws affecting their Lot.

(b)Owners and Occupiers must not:

(i)Store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;

(ii)Use, occupy or allow their Lot to be used or occupied:

(A)For any unlawful purpose; or

(B)For any purpose that may affect, lessen or damage the reputation of the Building;

(iii)Break any Law whilst on their Lot;

(iv)Place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;

(v)Keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

(vi)Operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;

(vii)Place, attach or hang from any part of their Lot or the Common

Property any aerial or any security device or wires; or

(viii)Install or operate any intruder alarm in their Lot which emits an audible signal.

17.2 Floor Coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

17.3 Window Coverings

(a)Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either of a neutral or off white colour or a colour approved by the Owners Corporation.

(b)Owners and Occupiers must not attach, erect, install or affix vertical blinds in their Lot which are visible from outside their Lot.

(c)Owners and Occupiers must not tint the windows or glass doors of their Lot with reflective tint.

(d)Owners and Occupiers must not without the consent of the Owners

Corporation:

(i)Tint the windows or glass door of their Lot with any type of tint;

(ii)Attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or

(iii)Attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which are visible from outside the Lot.

(e)Owners and Occupiers may, with the consent of the Owners Corporation, attach, erect, install or affix fly screens to the outside of the windows or doors on their Lot.

17.4Cleaning windows

(a)Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:



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(i)The Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or (ii)That glass or part of the glass cannot be accessed by the Owner or

Occupier of the Lot safely or at all.

(b)The Owners Corporation may decide:

(i) To keep clean that part of the Common Property which is the glass surface of any window or door

(ii)Not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

17.5 Balconies

(a)Owners and Occupiers must;

(i)Keep the Balconies of their Lot clean, tidy and in good repair; and

(ii)Ensure those parts of the Balcony rails and door and window frames on the boundary of their Lot which are

Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b)Owners and Occupiers must not place any item on the Balcony of their Lot;

(i)Which is fixed;

(ii)Which is inconsistent with the Balcony's use as a Balcony; or

(iii)Which is inconsistent with the aesthetics and appearance of the

Building.

(c)Owners and Occupiers must not use the Balcony of their Lot for storage purposes.

(d)Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other similar item on the Balcony of their Lot.

17.6 Winter Gardens

(a) Owners and Occupiers must;

(j)Keep the Winter Garden of their Lot clean, tidy and in good repair; and

(ii)Ensure those parts of the Winder Garden's rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.

(b)Owners and Occupiers must not place any item on the Winter Garden of their Lot;

(i)Which is fixed;

(ii)Which is inconsistent with the Winter Garden's use as a winter

Garden; or

(iii)Which is inconsistent with the aesthetics and appearance of the

Building.

(c)Owners and Occupiers must not use the Winter Garden of their Lot for storage purposes.

(d)Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other similar item on the Winter Garden of their Lot.

17.7 Planter Box

(a)An Owner or Occupier whose Lot includes a Planter Box on the boundary of the Lot or a Balcony or Winter Garden adjoining or within the Lot must ensure that:

(i)So far as is practicable any grass and plants in the Planter Box are

Maintained in a healthy and vigorous condition;

(ii)Any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;

(iii)The Planter Box and Irrigation System are properly Maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and

(iv)The Irrigation System is not turned off, removed or otherwise interfered with.

(b)If an Owner or Occupier fails to comply with this by-law 17.6 the Owners

Corporation may give notice requiring compliance.

(c)If an Owner or Occupier fails to comply with a notice given under this by-law

17.6, The Owners Corporation may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law17.6.

(d)Any expense incurred by the Owners Corporation under this by-Jaw 17.6 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

17.8 Barbeques



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Owners and Occupiers must not:

(a)Place or operate a barbeque on the Balcony of their Lot unless:

(i)It has a cover; or

(ii)It is a barbeque approved by, or a type approved by, the Owners

Corporation; or

(b)Permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

17.9 Car Spaces

(a)If a Lot comprises a Car Space, such Car Space must only be used for the parking of registered and operational Vehicles and must not be used for any other purpose, including:

(i)As a storage area;

(ii)For the washing of Vehicles or equipment;

(iii)For the carrying out of mechanical or other repairs; or

(iv)To park boats, caravans or trailers.

(b)An Owner or Occupier must not install or erect any storage facility, whether fixed or moveable, within a Car Space.

(c)A Car Space must not be enclosed.

(d)The Owners Corporation is not responsible for:

(i)Anything stolen from a Car Space; or

(ii)Damage to a Vehicle in a Car Space, including, damage to a Vehicle entering or leaving the Car Space.

17.10 Storage Spaces

(a)Owners and Occupiers:

(i)Must keep their Storage Space clean and tidy;

(ii)Must keep clear the fire sprinklers in their Storage Space;

(iii)Must not store any inflammable material in their Storage Space;

(iv)May only use their Storage Space for storage purposes associated with the use of their Lot and for no other purpose.

17.11 Commercial operations

(a) The Owners Corporation must be notified by an Owner or Occupier:

(i)Who is carrying out or intends to carry out; or

(ii)Who permits or intends to permit any person to carry out, commercial operations from their Lot.

(b)On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot.

(c)The provisions of this by-law do not apply to any commercial activities carried out on the Display Lot and the Management Lot.

# 18 Access Through Lots

18.1 Owners Corporation and Caretaker may have access

(a) The Owners Corporation and the Caretaker, by each of their respective agents, employees and/or contractors and, with or without tools and materials may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

(i) Carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

(ii) Carrying out work required to be carried out by the Owners Corporation by a notice served on it by any Authority;

(iii) Carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

(iv) Carrying out work required to be carried out by the Owners Corporation in accordance with it rights and obligations in these by-laws;

(v) Carrying out work to the gardens and planter boxes in the Common Property; and



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(vi) Accessing anchor points attached to Common Property adjacent to or near the Lot.

18.2 Obligation on Owners and Occupiers

(a) Owners and Occupiers must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on their Lot in order for the Owners Corporation and the Caretaker to undertake their respective functions in this by-law.

(b) Owners and Occupiers must not obstruct or hinder the Owners Corporation or the Caretaker in the exercise of their respective functions in this by-law.

(c) If access is required through a Car Space then the Owner or Occupier of the relevant Lot must temporarily move any Vehicle from the Car Space if requested to do so by the Owners Corporation or the Caretaker.

# 19 Rules and Codes

19.1 Power of Owners Corporation to make Rules and Codes

The Owners Corporation may make Rules and Codes relating to matters associated with:

(a) The use and management of the Building;

(b)The security and control of the Building;

(c)The manner of treating windows and glass doors of Lots (such as the type and colour of permitted window treatment);

(d)The type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors in Lots;

(e)The appearance of Lots;

(f)The appearance of the Building;

(g)The type of furniture and other items which are prohibited from being placed on Balconies;

(h)The type of Signs;

(i)Pets within the Parcel including:

(i)The manner in which applications for consent are to be made;

(ii)Which pets are permitted without the consent of the Owners Corporation;

(iii)Which pets are permitted with the consent of the Owners Corporation, which may not be unreasonably withheld;

(iv)The information to be included when making an application for consent; and

(v)Procedures to be followed if there is a breach of the Rule; and

(j)Any other matter determined by the Owners Corporation.

19.2Amending or replacing Rules or Codes

(a)The Owners Corporation may amend or replace any Rule or Code,

(b)The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

(c)An Owner must send a copy of any new Rule or Code to any Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

19.30wners and Occupiers bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

19.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of these By-laws.

# 20 Provision of Amenities or Services

20.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots, including (this list is not exhaustive):



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(a) window cleaning;

(b) Garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunication services (for example, cable television).

20.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 20.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### 21 Complaints, Applications and Breach

21.1 Complaints and applications to be in writing

(a)Any complaint or application to the Owners Corporation or the Executive Committee by an Owner or Occupier must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.

(b)If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

21.2Remedy against an Owner or Occupier

(a)The Owners Corporation may do anything on a Lot or in connection with a

Lot which should have been done by an Owner or Occupier under the

By-laws or under any Rules made by the Owners Corporation but which has not been done, or has not been done properly.

(b)If an Owner or Occupier of a Lot is in breach of the By-laws or any applicable Rules, the Owners Corporation may give a notice of the breach to the Owner or Occupier of the Lot.

(c)The notice of breach must:

(i)Specify the nature of the breach;

(ii)Set out the provisions in the Management Act, the By-laws or any applicable Rules upon which the Owners Corporation relies;

(iii)Provide a reasonable period, having regard to the nature of the breach, for the Owner or Occupier of a Lot, to remedy the breach; and

(iv)Specify when it proposes to do the thing it is entitled to do under by-law

21.2(d), including entering their Lot.

(d)If a notice of breach has been served and the Owner, Occupier of a Lot has failed to remedy the breach in accordance with the requirements of the notice, then the Owners Corporation is entitled to:

(i)Enter and remain on the Lot for as long as it is necessary;

(ii)Carry out works; and

(iii)Recover any costs under the By-laws from the Owner or Occupier of the Lot.

(e)The Owners Corporation may recover any monies owing to it under these

By-laws as a debt in any competent court of jurisdiction.

(f)During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Owners Corporation, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Owners Corporation's principal bankers on overdraft accommodation in excess of \$100,000.00.

# 22 Lease or Licence of Lots

### 22.1 General

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.



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### 22.2 Obligations of Owners

(a) If an Owner of a Lot has leased or licensed that Lot, the Owner must:

(i) ensure the Occupiers of the Lot have a copy of the most recent version of the By-laws and of any Rule or Code (including any amendments or changes from time to time)

(ii) ensure the Occupiers comply with the By-laws and any Rule or Code;

(iii) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent; the Caretaker or building manager (if any) about the Occupiers; (iv) take all action available to ensure the Occupiers comply with all By-laws, Rules and Codes or any reasonable notice the Owner receives from the Owners Corporation.

(v) no later than 7 days after the commencing date of any rental agreement, provide to the Owners Corporation and the Caretaker (if any) a copy of the rental agreement together with contact details of the Occupier and the managing agent; and

(vi) ensure the Occupier give to the Owners Corporation or the Caretaker (if any) a photo identification of the Occupier no later than 7 days after the commencing date of the rental agreement.

(b) If an Owner intends showing a Lot or permitting another person to show a Lot to a prospective Occupier before 9:00am in the morning or after 9:00pm in evening, then for the proper safety and security of the Building the Owner must notify the Owners Corporation and Caretaker (if any) of these times.

### 22.3 Obligations of Occupiers

If an Owner of a Lot has leased or licensed that Lot, the Occupier:

(a) must comply with the By-laws and any Rule or Code;

(b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent, the Caretaker or building manager (if any)

(c) when requested to do so, must promptly give the Owners Corporation and the Caretaker the Occupier's contact details; and

(d) when requested to do so, must promptly give the Owners Corporation and the Caretaker the Occupier's photo identification.

# 23 Compensation to the Owners Corporation

### 23.1 Damage

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees. 23.2 Costs

23.2 Costs

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by them or anyone under their control.

# 24 Reimbursement of Owners Corporation

(a) if any part of the Common Property, or any personal property of the Owners Corporation, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Management Act, recover from the Owner or the Occupier as applicable, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.
(b) If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any: (i) emergency service agency (such as the fire brigade); or

(ii) service provider

is required to and attends the Building and, as a result of that attendance, a charge is imposed on, or any costs incurred by, the Owners Corporation, the Owners Corporation may recover the amount of that charge or those costs, as applicable, from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation. (c) If the costs incurred by, or the charges imposed on, the Owners Corporation, as described in this by-law, are



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not reimbursed in full to the Owners Corporation within one month after the date on which notice of those costs or charges has been given to the relevant Owner or Occupier, the Owner or Occupier, as applicable, will be liable for and must pay interest on the applicable costs or charges (or so much of them that remain unpaid) at the interest Rate until the costs or damages are reimbursed in full.

(d) If any costs, charges or interest referred to in this by-law remain unpaid, the Owners Corporation may include reference to that debt on notices issued in respect of the Lot under Section 109 of the Management Act.

### 25 Animals

### 25.1 Permitted

(a) Subject to section 49(4) of the Management Act and by-laws 24.1(b), 24.1(c),24.2 and 24.3, Owners and Occupiers may keep an animal or animal in their Lot with the consent of the Owners Corporation which consent must not be reasonably withheld,

(b) All dogs and cats must be registered with the appropriate Authority.

(c) No more than 2 animals may be kept or permitted to remain on a Lot at any one time.

25.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:

(a) any dog and cat that is not registered with the appropriate Authority

(b) any dog which is declared dangerous under the Companion Animals Act 1998 (NSW)

(c) any animals declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and

(d) and dog which the Australian Government prohibits from importation into Australia (the provisions of this bylaw are not retrospective)

24.3 Pet Policy

(a) owners and Occupiers must comply with the Pet Policy, for the Building.

(b) if an Owner or Occupier has an animal and has repeatedly failed to comply with the Pet Policy, then in addition to the rights of the Owners Corporation under by-law 20.2, after a notice of breach, is served and not remedied, the Executive Committee may, acting reasonably, require that the subject animal is permanently removed from the Building.

### 25.4 Obligations

In relation to any animal owned or in the care of an Owner or Occupier or owned or in the care of any visitor or invitee of an Owner or Occupier, the Owner or Occupier must:

(a) clean up all excrement or refuse left on Common Property by the animal

(b) make good, or bear the cost of making god, any damage to Common Property by the animal; and

(c) ensure all animals are on a leash, caged or otherwise contained when on the Common Property.

### 26 Signs

26.1 Prohibited

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

### 26.2 Qualification

The provisions of this by-law do not apply to a Sign attached, erected or exhibited:

(a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party authorised by the Original Owner;

(b) on any part of the Building by the Developer, any party on behalf of the Developer or any party authorised by



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#### the Developer;

(c) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or
 (d) on any part of the Building pursuant to the right to do so under an Exclusive Use By-law or Easement.

# 27 Notice Board

(a) The Owners Corporation may install and keep in an appropriate location within the Common Property anotice board (Notice Board).

(b) It is intended that, if installed, the Owners Corporation use the Notice Board to display copies of notices of meetings of the Owners Corporation and of the executive committee, the minutes of such meetingsand any other notices or information which the Owners Corporation considers appropriate to be displayed.

### 28 Garbage Disposal for All Lots

#### 28.1 General

(a) Owners and Occupiers may only dispose of Garbage in the manner contemplated by this by-law.

(b) Owners and Occupiers must not place or leave Garbage anywhere on the Common Property other than in accordance with the By-laws or as directed by the Owners Corporation.

(c) Owners and Occupiers must:

(i) Promptly remove any Garbage that may have been spilled anywhere on the Common Property; and

(ii) Promptly clean the area on which the Garbage has been spilled.

28.2 Non-recyclable Garbage

(a) Garbage that is non-recyclable material must be:

(i) Separated from Garbage that is recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or any relevant Authority); and

(iii) Securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped).

(b) Garbage that is non-recyclable material must be placed in the garbage chute located nearest to the relevant Owner's or Occupier's Apartment.

(c) Owners and Occupiers must not place or leave Garbage that is non-recyclable material in any Garbage Room, in any Garbage Chute Room or anywhere else on the Common Property.

28.3 Recyclable Garbage

(a) Garbage that is recyclable material must be:

(i) Separated from Garbage that is non-recyclable;

(ii) Prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or any relevant Authority); and

(iii) in the case of bottles, completely drained.

(b) Garbage that is recyclable material must be placed in the relevant receptacles located in the Designated Recyclable Garbage Areas.

### 29 Insurance Premiums

29.1 Obligations of Owners and Occupiers

(a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.



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(b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

29.2 Owner or Occupier liable

(a) Consent under by-law 29.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the Owners Corporation for the higher premium.

(b) Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on their Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

### 30 Building Works

30.1 Approval of Owners Corporation required

(a) Building Works are either Minor Building Works or Major Building Works

(b) Owners who intend to carry out Minor Building Works must comply with by-law 30.

(c) Owners who intend to carry out Major Building Works must comply with by-law 31.

30.2 Occupiers

Occupiers must not carry out Minor Building Works or Major Works of any kind.

30.3 Qualification

The provision of this by-law do not apply:

(a) to any Building Works carried out by or on behalf of the Original Owner;

(b) to any Building Works carried out by or on behalf of the Owner of the Management Lot; and

(c) any Fit Out Works carried out pursuant to the right to do so under an Exclusive Use By-law.

# 31 Minor Building Works

31.1 Pre-conditions to commencing to carry out Minor Building Works

Owners must not carry out or commence to carry out Minor Building Works unless:

(a) The Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:

(i) Details of the nature of the works;

(ii) Details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and

(iii) Details of the proposed commencing date and completion date of the works;

(b) All necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation;

(c) All relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency given to the Owners Corporation; and

(d) If it is intended that Flooring Works be carried out and if the Owners Corporation so requests, provide a report from an acoustic engineer, confirming that the proposed flooring finish will comply with the Building Code of Australia, or any other applicable Code, in respect of any requirements relating to sound transmission and insulation.

31.2 Conditions when carrying out Minor Building Works

An Owner carrying out Minor Building Works must:

(a) Comply with the reasonable requirements of the Owners Corporation relating to their conduct;

(b) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(c) Ensure the works are carried out in a proper and workmanlike manner; (d) use only qualified and, where appropriate, licensed tradesmen;

(e) Ensure the works are carried out without undue delay;



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(f) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(g) Cause as little disturbance as is practicable to other Owners and Occupiers;

(h) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

j) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

(k) Ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

31.3 Completion of Minor Building Works

An Owner must on completion of the Minor Building Work, if the Owners Corporation so requests, provide within 14 days of such a request:

(a) A certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the Minor Building Work nor the use of the result of the Minor Building Work has:

(i) Damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;

(ii) Damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;

(iii) Damaged or interfered with, or will damage or interfere with, any water proofing or other membrane whether Common Property or otherwise; and

(iv) Detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and

(b) If works involved Flooring Works, a report from an acoustic engineer confirming that the relevant flooring finish complies with the Building Code of Australia, or any other applicable Code, in respect of any requirements relating to sound transmission and insulation.

# 32 Major Building Works

32.1 Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

32.2 Application to Owners Corporation

An Owner wishing to procure the approval of the Owners Corporation to Major Building Works must:

(a) Make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);

(b) Include with the application:

(i) Any fee prescribed by the Owners Corporation;

(ii) Detailed plans and specifications for the Major Building Works;

(iii) A description of the proposed Major Building Works; and

(iv) Information as to:

(A) whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

(B) Whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

32.3 Rights in Owners Corporation

(a) In order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

(i) Require the applicant to submit further information, such as, further plans, specifications or reports;



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(ii) Waive the requirement to submit detailed plans and specifications;

(iii) Require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or

(iv) Appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fees) - new sentence?

(b) In processing an application, the Owners Corporation:

(i) May act in its own discretion;

(ii) Approve it unconditionally or may impose conditions; and

(iii) May disregard its previous decisions.

(c) In processing an application, the Owners Corporation may require the payment of a bond;

(i) To be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;

(ii) To be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and

(iii) To be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law 32.

(d) The role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.

(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

32.4 Pre-conditions to commencing to carry out Major Building Works

(a) The provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.

(b) Owners must not commence to carry out Major Building Works unless:

(i) The Owners Corporation has approved the works in accordance with by-law 32.1;

(ii) The Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with by-law 32.1;

(iii) All necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable» and copies provided to the Owners Corporation;

(iv) All relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;

(v) The bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;

(vi) The Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and

(vii) The Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

32.5 Pre-conditions to commencing to carry out Major Building Works to Common Property

(a) The provisions of this by-law apply to Major Building Works to Common Property.

(b) If Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law 32, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:

(i) A special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and

(ii) If the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:

(A) A special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;

(B) The Owners Corporation has made and registered a by-law to that effect; and

(C) The Owner has given the Owners Corporation its written approval to the making of the by-law.



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32.6 Conditions when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

(a) Comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;

(b) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(c) Ensure the works are carried out in a proper and workmanlike manner;

(d) Use only qualified and, where appropriate, licensed tradesmen;

(e) Ensure the works are carried out without undue delay;

(f) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(g) Cause as little disturbance to other Owners and Occupiers as is practicable;

(h) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i)Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

(j) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

(k) Ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

32.7 Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation).

32.8 Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

(a) Ensure all rubbish and debris caused by the works is removed from the Building and environs;

(b) Ensure the Common Property is left clean and tidy;

(c) If required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and

(d) If required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

32.9 Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

32.10 Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation: (a) In connection with the Major Building Works (including costs for approving the Major Building Works); and

(b) Arising out of damage to property (including, without limitation, to the Common Property) or injury to persons

as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

32.11 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

(a) Perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;

(b) Enter any part of the Parcel to carry out its rights in this by-law; and

(c) Recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

32.12 Future alterations to Major Building Works



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Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law

32.

32.13 Major Building Works not permitted to remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law 32. The provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

32.14 Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law 32.

# 33 Caretaker Agreement

33.1 Appointment

The Owners Corporation may:

(a) Appoint a Caretaker to provide the Building Services for the purposes of assisting the Owners Corporation in its functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and

(b) Enter into a Caretaker Agreement referred to in by-law 33.2 to provide those services.

33.2 Terms of the Caretaker Agreement

(a) There may be several Caretaker Agreements.

(b) The first Caretaker Agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Caretaker.

(c) The Caretaker Agreement may contain provisions which:

(i) Provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and

(ii) Provide for the annual fee to be reviewed annually in accordance with the consumer price index.

(d) The agreement may include provisions about:

(i) The manner in which the Caretaker must carry out the Building Services;

(ii) The manner in which employees and contractors are to be engaged;

(iii) The manner in which the Caretaker may be reimbursed for expenses; and

(iv) The manner in which the agreement may be assigned.

(e) The agreement may contain provisions pursuant to which the Owners Corporation:

(i) Consents to the Caretaker providing the Apartment Services and the Real Estate Services;

(ii) Permits the Caretaker to use any part of the Common Property for any of the following purposes providing the Building Services, the Apartment Services and the Real Estate Services or any of them; and

(iii) Agrees not to permit any other party to use the Common Property or any part of it for the purpose of providing services similar to the Building Services, Apartment Services or the Real Estate Services.

33.3 Part of Common Property for use by Caretaker

The part of the Common Property designated "AX" on the Strata Plan are regarded as appropriate for the purposes referred to in by-law 33.2(e) (ii).

# 34 Obstruction of the Caretaker

34.1 Obligations on Owners and Occupiers

Owners and Occupiers must not:

(a) Interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and

(b) Interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services



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contemplated by the Caretaker Agreement.

### 35 About the By-laws in this Section

35.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

35.2 Definitions

In this Section:

(a) "Lot" means each Residential Lot;

(b) "Owner" means the Owner of a Lot the subject of this by-law;

(c) "Air Conditioning System" in connection with a Lot means the split system air conditioning system, either within the Lot or located on the Common Property.

(d) "Hot Water System" means the central hot water system within the Building, including all equipment, hot water meters and relevant Cables; and

(e) "Intercom System" means the intercom system within each Lot and on the Common Property and includes the central system and all handsets in Lots.

### 36 Air Conditioning

36.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to:

(a) Keep attached to the Common Property that part of the Air Conditioning System relevant to the Owner's Lot which was so attached as at the date of registration of the Strata Plan; and

(b) Access all relevant parts of the Common Property to comply with its obligations in this by-law.

36.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which the Air Conditioning System is attached.

36.3 Maintenance and repair

The Owner is responsible for:

(a) The Maintenance of the Air-Conditioning System; and

(b) The Maintenance of those parts of the Common Property to which the Air-Conditioning System is attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

36.4 Conditions

The Owner:

(a) Must keep the Air Conditioning System clean and in a good state of repair and condition;

(b) Must ensure the Air Conditioning System is regularly maintained by properly qualified contractors; and

(c) Must comply with, and must ensure its contractors comply with, relevant Work Health and Safety Legislation when operating, maintaining, repairing and renewing the Air-Conditioning System.

### 37 Hot Water System

37.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Hot Water System.

37.2 Exclusive use



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Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Hot Water System within the Owner's Lot.

37.3 Maintenance and repair

The Owners Corporation is responsible for the proper Maintenance of, and keeping in a state of good and serviceable repair, the Hot Water System whether located within an Owner's Lot or on the Common Property.

### 38 Intercom System

38.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Intercom System.

38.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner's Lot.

38.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner's Lot or on the Common Property.

### 39 About the By-Laws in the Section

39.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

39.2 Definitions

In this Section:

(a) "Fit Out Works" means those works to the Lot required by the Owner of the Lot to enable that Owner to use the Lot for any purpose required by that Owner and includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out;

(b) "Lot" means the Display Lot;

(c) "Owner" means the Owner of the Lot the subject of this by-law;

(d) "Real Estate Activities" means the activities in connection with marketing, selling, leasing and managing Lots in the Building and any other property wherever located; and

(e) "Relevant Parts of the Common Property" means those parts of the Common Property which are impacted on, penetrated by, or reasonably necessary or associated with affixing or attaching any Sign or associated with any Fit out Works.

# 40 Real Estate Activities

40.1 Special privilege

The Owner has the special privilege to conduct the Real Estate Activities on the Common Property.

### 41 Signs

### 41.1 Special privilege

Despite any By-law to the contrary, the Owner has the special privilege to:

(a) Affix or attach to any part of the Common Property a Sign or Signs relating to any activity, service or product



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being conducted from or provided from the Parcel;

(b) Make penetrations into, drill holes in and make such other alterations to the Common Property necessary to affix or attach any Sign; and

(c) Access all relevant parts of the Common Property to exercise its rights or to comply with its obligations in this by-law.

41.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which any Sign the subject of this by-law is affixed or attached.

41.3 Maintenance and repair

The Owner is responsible for:

(a) The Maintenance of any Sign affixed or attached in accordance with this by-law; and

(b) The proper Maintenance of those parts of the Common Property on which any Sign the subject of this by-law is affixed or attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

41.4 Conditions

The Owner:

(a) Must keep all Signs the subject of this by-law in a good state of repair and condition; and

(b) Must comply with all Laws and the requirements of all relevant Authorities relevant to all Signs the subject of this by-law.

### 42 Fit Out Works

42.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

(a) The special privilege to carry out Fit out Works to the Lot and Relevant parts of the Common Properly;

(b) The special privilege to access or penetrate all Relevant parts of the Common Property for such time as may be reasonable for the purposes of carrying out the Fit Out Works; and

(c) The special privilege to make any Development Application or application for a Construction Certificate in connection with the Fit out Works (and in this regard, by-law 4.4 is relevant).

42.2 Notification to Owners Corporation

Within a reasonable time of carrying out any Fit Out Works the subject of this by-law, the Owner must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).

42.3 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Fit out Works the subject of this by-law.

42.4 Maintenance and repair

The Owner is responsible for the proper Maintenance of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit out Works the subject of this by-law.

42.5 Conditions

The Owner:

(a) Must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by -law;

(b) Must comply with the BCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law; and

(c) When installing, inspecting, repairing, Maintaining or renewing any Fit Out Works the subject of this by-law, must:

(i) Ensure the works are carried out in a proper and workmanlike manner;

(ii) Use only qualified and where appropriate, licensed tradesmen;

(iii) Ensure the works are carried out without undue delay;



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(iv) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(v) Cause as little disturbance as is practicable to other Owners and Occupiers;

(vi) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(vii) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

(viii) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

# 43 About the By-laws in this Section

43.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use

By-laws.

43.2 Definitions

In this Section 11:

(a) "Air Conditioning System" means a packaged condensing unit with inbuilt compressor and associated Cables;
(b) "Conducting Medium" means any wire, cable, pipe, line, duct, chute, drain, exhaust flue or duct, kitchen flue or duct, riser duct, service duct and other apparatus through or in which a Service passes, stored or contained;

(c) "Fit Out Works" means those works to a Lot required by the Owner of the Lot to enable that Owner to use the Lot for any purpose required by that Owner: the expression includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out;

(d) "Hot Water System" means the central hot water system within the Building, including all equipment, hot water meters and relevant Cables;

(e) "Intercom System" means the intercom system within each Lot and on the Common Property: the expression includes the central system and all handsets in Lots;

(f) "Lot" means the Management Lot;

(g) "Owner" means the Owner of the Lot the subject of this by-law;

(h) "Relevant parts of the Common Property" means those parts of the Common Property which are impacted on, penetrated by, or reasonably necessary or associated with Fit Out Works;

(i) "Service" includes water, hot water, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, kitchen exhaust, air, ducted air, conditioned air, telephone, telecommunications, television impulses or signal, radio impulses or signals, or any other prescribed service; and

(j) "Works" means the works associated with the installation of an Air Conditioning System: the expression includes the installation of Conducting Media.

# 44 Signs

44.1 Special privilege

Despite any By-law to the contrary, the Owner has the special privilege to:

(a) Affix or attach to any part of the Common Property a Sign or Signs relating to any activity, service or product being conducted from or provided from the Lot;

(b) Make penetrations into, drill holes in and make such other alterations to the Common Property necessary to affix or attach any Sign; and

(c) Access all relevant parts of the Common Property to exercise its rights or to comply with its obligations in this by-law.

44.2 Exclusive use

Despite any other by-law to the contrary, the Owner has the exclusive use of those parts of the Common Property



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to which any Sign the subject of this by-law is affixed or attached.

44.3 Maintenance and repair

The Owner is responsible for:

(a) The Maintenance of any Sign affixed or attached in accordance with this by-law; and

(b) The proper Maintenance of those parts of the Common Property on which any Sign the subject of this by-law is affixed or attached. The obligations in this by-law do not extend to structural maintenance and repair of the Common Property which obligation remains with the Owners Corporation.

44.4 Conditions

The Owner:

(a) Must keep all Signs the subject of this by-law in a good state of repair and condition; and

(b) Must comply with all Laws and the requirements of all relevant Authorities relevant to all Signs the subject of this by-law.

### 45 Fit Out Works

45.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

(a) The special privilege to carry out Fit out Works to the Lot and Relevant parts of the Common Property;

(b) The special privilege to access or penetrate all Relevant parts of the Common Property for such time as may be reasonable for the purposes of carrying out the Fit Out Works; and

(c) The special privilege to make any Development Application or application for a Construction Certificate in

connection with the Fit out Works (and in this regard, by-law 4.4 is relevant).

45.2 Notification to Owners Corporation

Within a reasonable time of carrying out any Fit Out Works the subject of this by-law, the Owner must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).

45.3 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Fit out Work the subject of this by-law.

45.4 Maintenance and repair

The Owner is responsible for the proper Maintenance of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit out Works the subject of this by-law. 45.5 Conditions

The Owner:

(a) Must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by -law;

(b) Must comply with the SCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law; and

(c) When installing, inspecting, repairing, Maintaining or renewing any fit out Works the subject of this by-law, must:

(i) Ensure the works are carried out in a proper and workmanlike manner;

(ii) Use only qualified and where appropriate, licensed tradesmen;

(iii) Ensure the works are carried out without undue delay;

(iv) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(v) Cause as little disturbance as is practicable to other Owners and Occupiers;

(vi) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(vii) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

(viii) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused,



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immediately make good that damage.

### 46 Air Conditioning

46.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege:

(a) To carry out the Works to the Common Property; and

(b) To make penetrations into, to drill holes in and make such other alterations to the Common Property necessary to carry out the Works.

46.2 Exclusive use

The Owner has the exclusive use of that part or those parts of the Common Property which are altered or added to as a consequence of carrying out any Works the subject of this by-law.

46.3 Maintenance and repair

The Owner is responsible for:

(a) For the operation, cleaning, maintenance, repair, renewal and replacement of the Air Conditioning System whether contained within its Lot or on Common Property; and

(b) For the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property to which the Air Conditioning System is located or attached.

46.4 Conditions

The Owner must:

(a) Install an Air Conditioning System which complies with BCA Requirements (if relevant);

(b) Install the Air Conditioning System on a part of the Common Property so that it does not interfere with the occupation or use of the Common Property by another Owner or Occupier;

(c) Comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(d) Ensure the Works are carried out in a proper and workmanlike manner;

(e) Use only qualified and where appropriate, licensed tradesmen;

(f) Ensure the Works are carried out without undue delay;

(g) Ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(h) Cause as little disturbance as is practicable to other Owners and Occupiers;

(i) Ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage:

(j) Ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

(k) Ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

# 47 Services

47.1 Special privilege

Despite any other By-law to the contrary, the Owner has:

(a) The special privilege to construct, install, attach and place in the Common Property Conducting Media for the purposes of the provision of, the passage of or the storage of a Service or Services to and from the Lot or in connection with the Lot;

(b) The special privilege to pass, store or contain a Service in any Conducting Medium referred to in this by-law;

(c) The special privilege to access the Common Property for such time as may be reasonable for the purposes of:

(i) Exercising its rights in this by-law; and

(ii) Inspecting, cleaning, repairing, Maintaining and renewing a Conducting Medium; and

(d) The special privilege to connect to and use the existing Services in the Building.

47.2 Maintenance and repair

The Owner is responsible for:



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(a) The proper maintenance, repair and replacement of any Conducting Medium the subject of this by-law; and
 (b) The proper maintenance of, and keeping in a state of good and serviceable repair, those parts of the Common Property to which any Conducting Medium the subject of this by-law is constructed, installed, attached or placed.
 47.3 Conditions

The Owner must:

(a) Prior to exercising the right to install a Conducting Medium, ensure that Conducting Medium will not interfere with the peaceful enjoyment by an Owner or Occupier of their Lot or the Common Property;

(b) Keep the Conducting Medium clean and in a state of good and serviceable repair;

(c) Comply with the requirements of all Authorities in connection with the installation and use of the Conducting Medium; and

(d) Comply with any relevant BCA Requirements in connection with the installation and use of the Conducting Medium.

### 48 Hot Water System

48.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Hot Water System.

48.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Hot Water System within the Owner's Lot.

48.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Hot Water System whether located within an Owner's Lot or on the Common Property.

### 49 Intercom System

49.1 Special privilege

Despite any other By-law to the contrary, the Owner has the special privilege to connect to and use the Intercom System.

49.2 Exclusive use

Despite any other By-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner's Lot.

49.3 Maintenance and repair

The Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner's Lot or on the Common Property.

### 50 Dictionary

50.1 Meaning of terms

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

Adjudicator means a community schemes adjudicator appointed under the Community Land Management Act 1989 (NSW) or a strata schemes adjudicator appointed under the Strata Schemes Management Act 1996 (NSW).

Alternative Representative has the meaning given to it in the Strata Management Statement.

Apartment means the apartment comprised within a Lot (excluding the Management Lot).

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

Architectural and Landscape Guidelines has the same meaning given to it in the Community Management



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Statement.

Authority means any Government Agency or any statutory, public or other authority having jurisdiction over the Building.

Balcony includes any area described in the Strata Plan as a balcony or courtyard, including any part of a Lot designated "B" (as a balcony) or "CY" (as a courtyard) on the Strata Plan.

BCA Requirements means requirements of the Building Council of Australia.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building has the meaning given to it in the Strata Management Statement.

Building Services means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste/Garbage management services in connection with the Parcel and landscaping services to the Owners Corporation.

Building Works are either Minor Building Works or Major Building Works. By-laws mean the by-laws in place from time to time for the Strata Scheme. Cables means cables, conduits, pipes, wires and ducts.

Car Space means any Lot or any part of a Lot or Common Property designed and capable of use as a place to park a Vehicle, which use is consistent with an applicable Development Consent.

Car Wash Bay means the part of the Common Property designated "CW" on the Strata Plan".

Caretaker means the person, if any, appointed by the Owners Corporation pursuant to the Caretaker Agreement. Caretaker Agreement means the agreement, if any, between the Owners

Corporation and the Caretaker contemplated by by-law 33.1.

Code means a code made by the Owners Corporation in accordance with by-law 19.1 (as it may be amended or changed).

Committee means the building management committee established and maintained under the Strata Management Statement and required by the Strata Schemes (Freehold Development) Act 1973 (NSW).

Committee Designated Matters means the matters set out in Attachment A to this instrument.

Committee Representative has the meaning given to the term Representative in the Strata Management Statement.

Committee Rules has the meaning given to Rules in the Strata Management Statement.

Common Property means the common property of the Strata Scheme. Community Association means the community association constituted on registration of the Community Plan.

Community Designated Matters means the matters set out in Attachment B to this instrument Community Management Statement means the community management statement registered with the Community Plan.

Community Parcel has the meaning given to it in the Community Management Statement.

Community Plan means DP270778.

Community Property has the meaning given to it in the Community Management Statement.

Community Scheme means the community scheme constituted on registration of the Community Plan. Construction Certificate means a construction certificate as defined by the Environmental Planning and

Assessment Act 1979 (NSW).

Council means the council in whose municipality the Building is situated.

Designated Recyclable Garbage Area means those parts of the Common Property designated by the Owners Corporation or the Caretaker as the location for Owners and Occupiers to place their recyclable Garbage.

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Development Application means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to an application.

Development Consent means a consent to a Development Application issued under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to a consent.

Display Lot means a Lot, if any, nominated as such by the Original Owner from time to time and notified to the Owners Corporation in writing, being a Lot to be used by the Original Owner or any party on behalf of the Original Owner in connection with the marketing, selling, leasing and managing of Lots and other properties owned by the Original Owner or any other party.

Easement means any easement, positive covenant or restrictive covenant burdening or benefiting the Common



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Property.

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use Area means that part or those parts of the Common Property the subject of an Exclusive Use By law.

Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

Executive Committee means the executive committee appointed by the Owners Corporation.

Facilities Manager has the meaning given to it in the Strata Management Statement. Fit out Works has the meaning given in Section 11.

Flooring Works means the removal, replacement, installation or any other interference with the floor coverings or other floor treatment in a Lot, other than the installation of carpet and underlay.

Garbage means any refuse, recyclable material or waste.

Garbage Chute Room means that part of the Common Property on each level of the Building containing the garbage chute.

Garbage Room means anyone of the garbage rooms located on the Common

Property designed to be used by the Owners and Occupiers of the Strata Scheme.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to the term by the Management Act. Interest Rate means 10% per annum. Irrigation System means the system located in the Lot for the purpose of irrigating the Planter Box.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Maintain includes to maintain in good condition, repair as necessary and replace as necessary, such as when an item reaches the end of its natural life or it is no longer economic to repair; and Maintenance, Maintained and Maintaining have a corresponding meaning.

Major Building Works means:

(a) Any works which affect the external appearance of a Lot or the Building;

(b) Changes to the colour of external surfaces of a Lot or the Building (including those on the Balcony or Winter Garden of a Lot);

(c) The installation of sun blinds, security bars (or other security devices), flyscreens' and other fixtures to the external surfaces of a Lot or the Building;

(d) The erection of any new structures in a Lot or on Common Property; and

(e) Alterations to, additions to, removal of, repair or replacement of:

(i) Any part of the Common Property (such as, by way of example only, Common Property walls, windows, doors, floors and ceilings);

(ii) The structure of a Lot;

(iii) The internal walls inside a Lot (such as dividing walls even though they may not be Common Property);

(iv) The Balcony or Winter Garden attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades); and

(v) Any works which alter, amend, change or penetrate Common Property.

Management Act means the Strata Schemes Management Act 1996 (NSW). Management Lot means the Lot, if any, nominated as such by the Original Owner from time to time and notified to the Owners Corporation in writing. Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act.

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot or any fixture in a Lot which are not Major Building Works (such as (by way of example only), Flooring Works, underlay, the surface of internal walls, tiles, bathroom fixtures and kitchen fixtures).

Occupier means:

(a) a lessee;

(b) A licensee; or



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(c) Either a person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot. Original Owner means the registered proprietors of the Lots at the time of the Strata

Plan, being Fairmead Business Pty Ltd ACN 069006426\_ Owner means:

(a) A person registered or entitled to be registered as proprietor; or

(b) A mortgagee in possession; or

(c) A covenant chargee in possession, of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Pet Policy means any Rules made by the Owners Corporation under by-law 19.1(i). Planter Box means the part of the Common Property designated lops "on the Strata Pian".

Proponent has the meaning given to it in the Strata Management Statement.

Real Estate Activities means the activities in connection with marketing, selling and leasing Lots in the Strata Scheme and any other property.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, of services associated with the letting, managing and sale of Lots.

Registrar means the registrar of the Tribunal.

Representative means the natural person appointed by the Owners Corporation to be the Owners Corporation's proxy at meetings of the Community Association.

Residential Lot means each Lot other than the Management Lot. Restricted Matter means a matter or class of matter:

(a) Which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

(b) Which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rules mean the rules made by the Owners Corporation in accordance with by-law

19.1 (as they may be amended or changed).

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

Secretary means the secretary appointed by the Owners Corporation.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service Contract means a contract for any of the following services:

(a) Common Property security;

(b) Common Property air-conditioning maintenance;

(c) Lift maintenance;

(d) Fire system;

(e) Electrical system;

(f) Hydraulic system

(g) Essential services certification;

(h) Waste disposal;

(i) Cleaning of the basement car park areas; and

(j) Any other service nominated by the Owners Corporation.

Service Provider means the party providing the services under a Service Contract. Service Vehicle Parking Space means that part of the Common Property, if any, designated for the parking of service vehicles. Shared Zone means that part of the Common Property designated "SZ" on the Strata

Plan.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity, and includes any Sign advertising a Lot for sale or to let. Storage Space means any Lot or any part of a Lot or Common Property designed and capable of use for storage purposes, which use is the subject or and/or consistent with an applicable Development Consent.

Strata Management Statement means the strata management statement having effect in relation to the Strata Parcel, including any rules made under it.

Strata Plan means Sp,'S2.::,e



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

Strata Parcel means the land the subject of the Strata Scheme

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Subsidiary Scheme has the meaning given to the term by the Community Land

Development Act 1989 (NSW).

Tribunal means the NSW Civil and Administrative Tribunal established by the Civil and Administrative Tribunal Act 2013 (NSW).

Vehicle includes motor cars, motor bicycles, boats, caravans, trucks and trailers. Visitor Car Space means those parts of the Common Property designated "VP" on the Strata Plan.

Winter Garden means the parts of a Lot designated "G" on the Strata Plan.

Work Health and Safety Legislation means all legislation relating to work health and safety applicable to the Building including without limitation the Work Health and Safety Act 2011 (NSW).

### 51 Interpretation

51.1 Undefined words

Undefined words in these By-laws have the same meaning as they do in the Management Act.

51.2 Interpretation

Any reference to:

(a) Legislation includes later legislation which changes it, including regulations, proclamations, ordinances and bylaws issued under the later legislation;

(b) A thing includes the whole or each part of it; and

(c) The singular includes the plural and vice versa.

51.3 Headings

Headings do not affect the interpretation of the By-laws.

51.4 Severance

(a) Subject to by-law 51.4(b):

(i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite by-law 51.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) In any other case, the whole by-law must be severed.

(b) If an event under by-law 51.4(a) occurs, the remainder of these by-laws continue in full force and effect.

# The Following are the Special By-laws registered with the scheme.

### **1** Absolution of Appliance Maintenance

### Registration Date: 19/09/2016

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;

- (i) Bathroom & Kitchen Exhaust Fans
- (ii) Light Fittings and Down lights

(iii) Air-Conditioning Apparatus

(iv) Alarm Systems

(v) Individual Garage Door Motors

(vi) Hot Water Heaters servicing only one lot



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### 2 Access for Inspection of Fire Services

### Registration Date: 19/09/2016

A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays. (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,

B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment; C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

# 3 Alterations & Additions to Fire Doors

# Registration Date: 19/09/2016

# A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have



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then same as those words are attributed under that Act,

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner. E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot.

# 4 Exclusive Use- Use of Storage Spaces- Lot 286

### Registration Date: 19/09/2016

4- About the By-Laws in this Section

4.1 Exclusive Use-Laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

4.2 Definitions

In this Section:

(a) "Lot 286"means lot 286 in the Strata Plan; and

(b) "Storage Space A "means the storage space in the exclusive us area designated "EU1" on the plan of exclusive use area as shown in Attachment D.

4.3 Exclusive Use

The owner of Lot 286 has the right to exclusive use and enjoyment of Storage Space A.

4.4 Conditions

The Owner of Lot 286:

a) Must keep Storage Space A clean and tidy;

b) Must keep clear any fire sprinklers in Storage Space A;

c) Must not store any inflammable material in Storage Space A;

d) Must only use Storage Space A for storage purposes associated with the use of Lot 286 and for no

other purpose;

e) Must not erect fixtures in Storage Space A;



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f) Must comply with any directions of the Owners Corporation in relation to providing unobstructed access to Storage space A for the purposes of carrying out maintenance to the building or any other purpose determined by the Owners Corporation acting reasonably;

g) Must comply with all requirements of any Authority in connection with Storage Space A;

h) Must release the Owners Corporation from all claims, demands and liability of any king that may arise in respect to damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 4 and the use of Storage Space A except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation; and

i) Must indemnify the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage or any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 4 and the use of storage Space A except to the extent that they are caused or contributed to by the wilful or negligent act or mission of the Owners Corporation.

# 5 Exclusive Use By-Laws- Storage Space- Lot 196

# Registration Date: 31/10/2016

5- About the By-Laws in this Section

5.1 Exclusive Use-Laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 3 for an explanation of Exclusive Use By-laws.

5.2 Definitions

In this Section:

(a) "Lot 196" means lot 196 in the Strata Plan; and

(b) "Storage Space B "means the storage space in the exclusive us area designated "EU2" on the plan of exclusive use area as shown in Attachment E.

5.3 Exclusive Use

The owner of Lot 196 has the right to exclusive use and enjoyment of Storage Space B.

- 5.4 Conditions
- The Owner of Lot 196:

a) Must keep Storage Space B clean and tidy;

b) Must keep clear any fire sprinklers in Storage Space B;

c) Must not store any inflammable material in Storage Space B;

d) Must only use Storage Space A for storage purposes associated with the use of Lot 196 and for no other purpose;

e) Must not erect fixtures in Storage Space A;

f) Must comply with any directions of the Owners Corporation in relation to providing unobstructed access to Storage space B for the purposes of carrying out maintenance to the building or any other purpose determined by the Owners Corporation acting reasonably;

g) Must comply with all requirements of any Authority in connection with Storage Space B;

h) Must release the Owners Corporation from all claims, demands and liability of any king that may arise in respect to damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 5 and the use of Storage Space B except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation; and

i) Must indemnify the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage or any property or death of or injury to any person arising out of the exercise of the rights conferred by this special by-law 5 and the use of storage Space B except to the extent that they are caused or contributed to by the wilful or negligent act or mission of the Owners Corporation.



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### 6 Installation of Security Cameras

### Registration Date: 29/11/2016

Pursuant to By-Law 19 & 20, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following: (a) To purchase and install CCTV Surveillance Cameras within the common areas is the strata scheme.

(b) The CCTV Surveillance Cameras shall become common property and managed accordingly in relation to its maintenance, repair, renewal and replacement; and

(c) The payment of the CCTV Surveillance Cameras shall be made by the Owners Corporation.

### 7 Compensation to Owners Corporation

### Registration Date: 29/11/2016

#### A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner. 'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations; (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to



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section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

### 8 Smoke Penetration

### Registration Date: 10/10/2017

(1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.

(3) This By-law does not prevent an owner or occupier of a lot from ultilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

### 9 Cleaning Windows and Doors

### Registration Date: 10/10/2017

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

# 10 Installation of Parking Bollard

### Registration Date: 10/10/2016

(a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a collapsible bollard from supplier: thatsmyspot" hereinafter referred to as a "Bollard") to service the owners lot within the strata scheme subject to the following terms and conditions:

(b) the Owner proposing to undertake the installation of a Bollard must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the Strata Scheme not less than fourteen (14) days before the parking barrier is to be installed;

(c) the Bollard must be installed wholly within the Lot and shall not be or become or in any way be construed to be Common Property and shall always remain the sole property of the Owner for the time being of the lot which it services;

(d) the Bollard must be installed in a location and in such a way that it does not interfere with access, use or operation of Common Property or another Lot within the Strata Scheme or any person lawfully using the Common Property any other public areas bounding the Strata Scheme;

(e) the Owner undertaking the installation of a Bollard must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(f) the installation of the Bollard must be effected in a workmanlike manner by licensed and insured tradespersons; (g) any damage to Common Property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Bollard must be forthwith made good by the Owner from which the damage results at no cost to the Owners Corporation;

(h) the Bollard must be maintained in good working order and condition by the Owner without claim on the Owners Corporation in respect of such maintenance;



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(i) any costs for repairs or replacement of the Bollard shall be borne by the Owner in which the bollard services at no cost to the Owners Corporation;

(j) The Owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the Bollard is to be replaced or renewed;

(2) In the event that an Owner or Occupier of a Lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in condiitions (a) to (j) then the Owners Corporation may terminate the right of the Owner or Occupier to install the bollard.

# 11 Modifications and Additions

### Registration Date: 10/10/2017

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
(b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons and be certified by an engineer to not cause damage (s) to common property.

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;

(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

### 12 Pre-Meeting & Electronic Voting



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

### Registration Date: 20/11/2018

#### A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

### B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes
Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes
Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes

#### C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

#### D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

### 13 Minor Renovations By-Law

# Registration Date: 20/11/2018

1. Intention

The intention of this By-law is;

i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,

ii. Define what Minor Works may be approved by the committee,

iii. Provide owners with an application process to have their Minor Works approved,

iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).

ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;

- a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
- b. Renovating any other room within a lot (not including structural works)
- c. Changing or installing recessed light fittings,
- d. Installing or replacing wood or other hard floors,
- e. Installing or replacing wiring or cabling or power or access points,



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

- f. Work involving reconfiguring walls,
- g. Installing or replacing pipes and duct work,
- h. Installing a rainwater tank,
- i. Installing a clothesline,
- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- I. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

#### 3. Authority to approve Minor Renovations

i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.

ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.

iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.

iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.

v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.

vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.

vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

#### 4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,

ii. A description of the Minor Renovations proposed,

iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;

a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;

b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,

iv. Details of how any rubbish and debris will be disposed of during the construction process,

v. The estimated duration of the work,

vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;

ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;

iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

iv.the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons; v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

i. The supply of a Dilapidation Report prior to the commencement of the works,

ii. The supply of additional expert reports relevant to the proposed works,

iii. Payment of a Bond before commencement of the works,

iv. Conditions surrounding noise and proposed times of work,

v. Provisions for cleaning and removal of debris,

vi. Conditions surrounding access to common property for trades, equipment and vehicles.

vii. Any other matter relevant to the application.

# 14 Recovery of Administrative Costs

# Registration Date: 15/08/2019

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By- law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015



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'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
 iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;

iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rghts, Powers and Obligations of the Owners Corporation

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;

iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

### 15 Recovery of Stationery Expenses

### Registration Date: 15/08/2019

Intention

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.

ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

### A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;

'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with



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administrative costs charged to the Owners Corporation

'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered. 'Notice' means any written correspondence that is issued by the Owners Corporation by post or other nonelectronic means

'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.

ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.

iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners

Corporation or Strata Committee that the Administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

# 16 Parking By-Law

### Registration Date: 04/08/2020

1. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval An owner of a lot must:

(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and

(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,

(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.



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4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

#### 5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

#### 6. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

#### 7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

#### 8. Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),

(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and

(iii) recover as a debt from the owner or occupier in breach of this by-law:

(A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and

(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").

(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(a) rectify the breach, and/or

(b) to the extent permitted by law, recover from the owner or occupier as a debt:

(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and

(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").

(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.



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10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

(a) the owner's account with the owners corporation;

(b) levy notices given to that owner; and

(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

# 17 Car Charger Works (EV Charging)

# Registration Date: 04/08/2020

Part 1 - Preamble

1.1 The purpose of this by-law is to administer a programme for the following:

(a) the granting of conditional approval from the Owners Corporation to the carrying out of Car Charger Works; and (b) to regulate the maintenance, repair and replacement of those Car Charger Works.

Part 2 - Definitions & Interpretation

2.1 Definitions

In this by-law, unless the context otherwise requires:

(a) Act means the Strata Schemes Management Act 2015.

(b) Architectural Code means the architectural code for the Building, in the strata management statement

applicable to the strata scheme;

(c) Australian Standards means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.

(d) Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority

having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal. (e) Building means the building situated on the parcel;

(f) Car Charger Works means any works involving the installation of a device for the purpose (either dominant or ancillary) of charging a car battery solely benefiting and for the sole use of a particular Lot.

(g) Insurance means:

(i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;

(ii) Insurance required under the Home Building Act 1989 (if any); and

(iii) workers' compensation insurance.

(h) Lot means any lot within the strata plan number.

(i) Owner means the owner(s) of a Lot.

(j) Owners Corporation means the owners corporation constituted upon the registration of the Strata Plan.

2.2 Interpretation

In this by-law, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act;

(d) unless the context otherwise requires, a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;

(e) references to legislation include references to amending and replacing legislation;

(f) unless the context otherwise requires, a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

(g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and

(h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3 - Conditions

Before Commencement

3.1 Before commencement of and Car Charger Works, an Owner must:

(a) provide a written application to the strata committee to carry out the Car Charger Works, that includes the following information:

(i) plans and specifications (including a scope of works) for the proposed Car Charger Works, in particular, details in relation to:

(I) detailed location of all Car Charger Works including a location map of the works superimposed against the strata plan and the electrical connection;

(II) any change to the external appearance of the Lot or common property;

(III) any work involving waterproofing;

(IV) Details on how the Car Charger will be metered.

(ii) the manufacturer or supplier's brochure setting out the specifications of the Car Charger Works;

(iii) a copy of the licence details and certification of the contractor(s) engaged (or who will be engaged) by the Owner to carry out the Car Charger Works;

(iv) copies of certificate of currency of all Insurance for the Car Charger Works;

(v) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of complying development certificate or development consent issued under the Environmental Planning and Assessment Act 1979;

(vi) details for the supply of power for the Car Charger Works (including the steps to connect and disconnect the Car Charger Works for that supply), being a connection to a power supply exclusively servicing the Owner's Lot; (vii) if the proposed Car Charger Works affects another Lot, consent of that lot to the works;

(viii)confirm in writing that information as provided under this clause 3.1 is accurate, clear and complete in all respects.

3.2 Upon receipt of the written application contemplated by clause 3.1, the strata committee shall review the written application within 30 days of receipt and, at its reasonable discretion:

(a) object the application by one of more reason as detailed under clause 3.5; and

(b) request the Owner provide additional details of the Car Charger Works, including but not limited to further specifications, engineer's reports or certifications.

3.3 The Owner may carry out the Car Charger Works:

(a) so long as they are compliant works, in all respects, as detailed under clause 3.5 below including any guidelines as contemplated therein; and

(b) the strata committee has not notified the Owner in writing within 30 days of receipt of the written application with respect to a matter under clause 3.2 above.

For the avoidance of doubt, to the extent where the Car Charger Works are cosmetic works under section 109 of the Strata Schemes Management Act 2015 NSW, the Owner may carry out those cosmetic works without the need for prior approval of the owners corporation but it must nonetheless observe all provisions of this by-law so far as practical.

#### Access

3.4 At least two (2) days prior to the commencement of the Car Charger Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:

(a) the suitable times and method for the Owner's contractors to access the Building to undertake the Car Charger Works; and

(b) the suitable times and method for contractors to park their vehicles on common property whilst the Car Charger



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Works are being conducted.

### **Compliant Works**

3.5 To be compliant under this by-law, Car Charger Works:

(a) must be in accordance with clauses 3.1 - 3.4 in all respects;

(b) must be in keeping with the appearance and amenity of the Building in the reasonable opinion of the Owners Corporation having regard to the existing use of the subject areas of the Car Charger Works and the works must not change the external appearance and character of a lot in the relevant areas;

(c) must comply with the Architectural Code;

(d) must be manufactured, designed and installed to specifications for domestic use;

(e) must be in keeping with the information:

(i) provided to the strata committee in accordance with clauses 3.1(a) and 3.2(b); and

(ii) provided to any Authority in connection with the approval of the Car Charger Works by that Authority;

(f) must not be in a location that will or likely to be adversely affecting the lawful use of common property by another lot or Owners Corporation, or otherwise the lawful use of another lot;

(g) must not adversely affect the structural integrity of the Building or part thereof and not involve any structural change;

(h) must not involve or necessitating any waterproofing works;

(i) must be constructed and maintained in accordance with Australian Standards or any such standard applying to the works;

(j) must be in keeping with fire safety standards;

(k) comply and continue to comply with this by-law;

(I) with respect to the required electricity supply to operate the Car Charger Works, it must be directly wired, connected, metered, drawn and charged against benefitting Lot and not against the common property electricity supply in any way, or alternatively the Owners Corporation are to be reimbursed by the lot owner for the electricity consumption used, using a billing agent to be approved by the owners corporation; and

(m) must comply with those guidelines as set out in Annexure A (where applicable and if attached) or as maybe determined by the Owners Corporation from time to time.

Where the Car Charger Works comply with the provisions under this clause 3.5, they are deemed as Minor Renovations under section 110 of the Strata Schemes Management Act 2015 NSW and are hereby approved by the Owners Corporation.

During Construction

3.6 Whilst the Car Charger Works are in progress the Owner of the Lot at the relevant time must:

(a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;

(b) protect all areas of the Building, both internal and external to the Lot, from damage:

(i) by the Car Charger Works;

(ii) by the transportation of construction material, equipment, debris and other material associated with the Car Charger Works; and

(iii) by the removal of any part of the Car Charger Works.

(c) keep all areas of the Building outside the Lot clean and tidy;

(d) only perform the Car Charger Works between 9.00 am and 5.00 pm on Monday to Friday inclusive and not carry out the Car Charger Works on weekends and public holidays;

(e) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage disposal areas;

(f) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;

(g) ensure that the common property is kept clean of any waste created by the Car Charger Works daily and in accordance with the Owners Corporation's directions;

(h) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the strata committee and any Authority; and



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

(i) not vary the Car Charger Works without first obtaining the consent in writing of the Owners Corporation.

3.7 The Car Charger Works shall be carried out:

(a) in a proper and workmanlike manner;

(b) in accordance with the provisions of all applicable building codes and standards;

(c) in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;

(d) using materials that are new and fit for the purposes to which those materials are put;

(e) by appropriately licensed contractors;

(f) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and

(g) in a manner so as to result in the Car Charger Works (or area surrounding the Car Charger Works) being reasonably fit for occupation.

#### After construction

3.8 After the Car Charger Works have been completed the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Car Charger Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Car Charger Works and not permitted by this by-law has been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Car Charger Works;

(d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

Statutory and other requirements

3.9 The Owner must:

(i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Car Charger Works;

(ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;

(iii) ensure that the warranties provided under any contract are, so far as relevant, complied with.

Enduring rights and obligations

3.10 An Owner must:

(a) properly maintain, replace and keep in good and serviceable repair any Car Charger Works installed benefiting their lot;

(b) properly maintain and upkeep those parts of the common property in contact with the Car Charger Works; (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if:

(i) the Car Charger Works are removed or relocated; or

(ii) the Owner who has installed the Car Charger Works transfers or disposes of their interest in the Lot (unless an incoming Lot Owner requests the Car Charger to remain.

(d) pay for all of the following costs:

(i) the costs of installing and maintaining the Car Charger Works;

(ii) the costs of all power in connection with the car charger the subject of the Car Charger Works including but not limited to electricity;

(iii) fees for convening any meeting or obtaining advice to consider the proposal including any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees.

(e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Car Charger Works including any liability in respect of the property of the Owner.



## Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

### Default

3.11 Should the Owner fail to comply with any obligation under this by-law:

(a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;

(b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;

(c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and

(d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Applicability

3.12 In the event that the owner desires to remove the Car Charger Works installed under this by-law (or otherwise), the provisions of Part 3 of this by-law shall also apply in relation to that removal.

### 18 Payment Plan By-Law

### Registration Date: 03/08/2021

1.Introduction

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions...".

2.2 Clause 18 of the Regulation says a payment plan must:

(a) be in writing;

(b) require repayment of the outstanding contributions within 12 months; and

(c) contain the following:

(i) the name of the lot owner and the title details of the lot,

(ii) the address for service of the lot owner,

(iii) the amount of the overdue contributions,

(iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,

(v) the schedule of payments for the amounts owing and the period for which the plan applies,

(vi) the manner in which the payments are to be made,

(vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,

(viii) a statement that a further plan may be agreed to by the owners corporation by resolution,

(ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

(a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;

(b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and

(c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding



## Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:

(i) comply with the Act and the Regulation;

(ii) contain the information set out in clause 2.2(c) above; and

(b) the strata committee may approve individual payment plans, provided that the individual payment plan

complies with the following:

(i) clauses 2.2 and 2.3;

(ii) interest is payable in the manner and at the rate set out in the Act;

(iii) contributions due after the date the payment plan commences are payable on their due date;

(iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and

(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation

In this by-law:

3.1 Act means the Strata Schemes Management Act 2015;

3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;

3.3 lot means each and every lot in the strata scheme;

3.4 owner means the owner of the lot for the time being;

3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically

approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;

3.6 Regulation means the Strata Schemes Management Regulation 2016;

3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;

3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;

3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

### 19 Fire Inspection Access & Administration

### Registration Date: 03/08/2021

Intention

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

a. Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building. 'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.



## Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation. 'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays. 'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

b. Rights & Responsibilities of the Owners Corporation

i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

### c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (reinspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a. A fee of \$50 for organisation of the 2nd inspection of a Lot;

b. A fee of \$75 for organisation of the 3rd inspection of a Lot;

c. A fee of \$100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).

iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a. Smoke alarms;

b. Heat alarms/detectors;

c. Fire door closers;

d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).



## Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.

vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By -law shall stand.

vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

### d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

### 20 Communication & Dispute Resolution

### Registration Date: 03/08/2021

### INTENTION

The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

a. Facilitate harmonious, efficient and cost-effective communication within the scheme,

b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,

c. Provide an efficient dispute resolution process,

d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and

e. Allow the Owners Corporation to recover the costs for administrating the provisions of this By-law.

### PART 1 - DEFINITIONS & INTERPRETATION

1. In this by-law:

a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.

b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme

c. Lot means a lot in strata scheme

d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.

e. Owners Corporation means the owners corporation created by the registration of strata plan.

f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager

g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney

h. Scheme means the strata scheme created on registration of the strata plan.

i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.

j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

- 2. In this by-law a word which denotes:
- a. the singular includes plural and vice versa;

b. any gender includes the other genders;



# Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

c. any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 ("the Act"); and

d. references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time. PART 2 - SCHEME COMMUNICATIONS

2.1 Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee. Examples of bullying and harassment include but are not limited to;

a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,

b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,

c. Pressuring lot owner/s to vote in a particular manner,

d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,

e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.

2.2 Harassment does not include;

a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,

b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,

c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.

2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS

3.1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:

a. Do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;

b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;

c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;

d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;

e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or

f. engage in any conduct in contravention of the Act.

3.2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By- law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.

3.3 In the event that a lot owner believes a charged imposed upon them pursuant to this By-Law has been applied unfairly, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.

PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE 4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.

4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner,

Report Date: 3rd August 2021



## Strata Plan 93238 <u>2 BURROWAY ROAD WENTWORTH POINT</u>

tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;

a. Issue a warning letter to the individual, or

b. Suspend communication with the individual, for a period to be determined by the committee, and/or

c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or

d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.

4.3 The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;

b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

c. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and

e. All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 5 - GRIEVANCE PROCEDURE

Where an owner, resident or agent acting on behalf on an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

5.1. Notification

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

a. The nature of the dispute;

b. What outcome the complainant desires,

c. The action the complainant believes will settle the grievance,

d. Evidence that supports the complaint being made (if any),

e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

5.2. Best Endeavours to Resolve Dispute

5.3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.

5.4. Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.

### 21 Regatta Community Room

### Registration Date: 03/08/2021

The Community Room and associated facilities as located on the ground level on Park Street North (noted as level 2 within the registered strata plan) may be used by the owners and occupiers of the strata scheme pursuant to the terms and conditions of this By-Law;

A) An owner or occupier shall not:

i) use the Community Room or associated equipment or facilities provided without the prior written approval of the Owners Corporation; or

ii) whilst using the common room create any or allow any noise or other disturbance to be created which is likely to interfere with the peaceful enjoyment of the owners or occupiers of other lots or common property in the strata scheme; or

iii) use the common room or facilities provided in such a manner so as to exclude the use of these facilities by other owners or occupiers at any given time, without the prior written approval of the Owners Corporation; or



## Strata Plan 93238 2 BURROWAY ROAD WENTWORTH POINT

iv) use the common room, associated equipment and facilities during a period of 'temporary exclusive use' that has been granted to another resident within the strata scheme;

v) use the community room between the hours of 10pm and 8am.

B) In relation to the use of the Community Room, an owner or occupier of a lot shall ensure:

i) that their invitees do not use the common room unless they or another owner or occupier accompanies them;
 ii) that children are not permitted to use the common room and facilities unless under the direct supervision of an adult;

iii) that the common room is maintained in a clean and tidy condition and all waste materials must be promptly removed to the waste repository bins;

iv) that no decorations be attached to any part of the common room and only freestanding decorations are used;C) General terms of use of the Community Room;

i) the Strata Committee of the Owners Corporation may from time to time, at its absolute discretion, make a determination as to what use the common room may be put and the maximum number of invitees of any one owner or occupier to be permitted to use the common room and any furnishings, equipment or facilities at any one time.

ii) all residents may make a written application for 'temporary exclusive use' (defined as a period of no longer than 12 hours) of the common room outlining;

(1) The purpose and activities for which the temporary use is sought

(2) The date and time period for which the temporary use is sought

(3) The likely number of invited guests to use the common room

The application form will be reviewed by the Strata Manager, Building Manager or Strata Committee.

iii) applications for temporary use of the common room must be made via at least 14 days prior to date for which the temporary exclusive use is sought.

iv) if the Owners Corporation (via the Strata Manager, Building Manager or Strata Committee ) grants temporary exclusive use to an owner or occupier, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and all events the provisions of this By-Law shall apply.

v) the Strata Committee of the Owners Corporation may from time to time, at its absolute discretion, make a determination as to the hours during which the common room is available for use by the owners or occupiers.
 vi) the Owners Corporation, via the Strata Manager, Building Manager or Strata Committee, is empowered to purchase and maintain furnishings, equipment and other property (including but not limited to, books, publications and other literature) for use in the common room that are adequate for use in such a facility and are consistent with the space available and the needs of the owners or occupiers.

vii) in the event that any owner, occupier or their invited guests do not comply with this By-Law or any other By-Law of the strata scheme whilst using the common room, the owner, occupier or their invited guest will be required to leave the common room immediately;

viii) the Owners Corporation may refuse consent to use the common room to any owner or occupier who fail to comply with the obligations imposed upon them by this By-Law or any other By-Law of the strata scheme whilst using the common room.

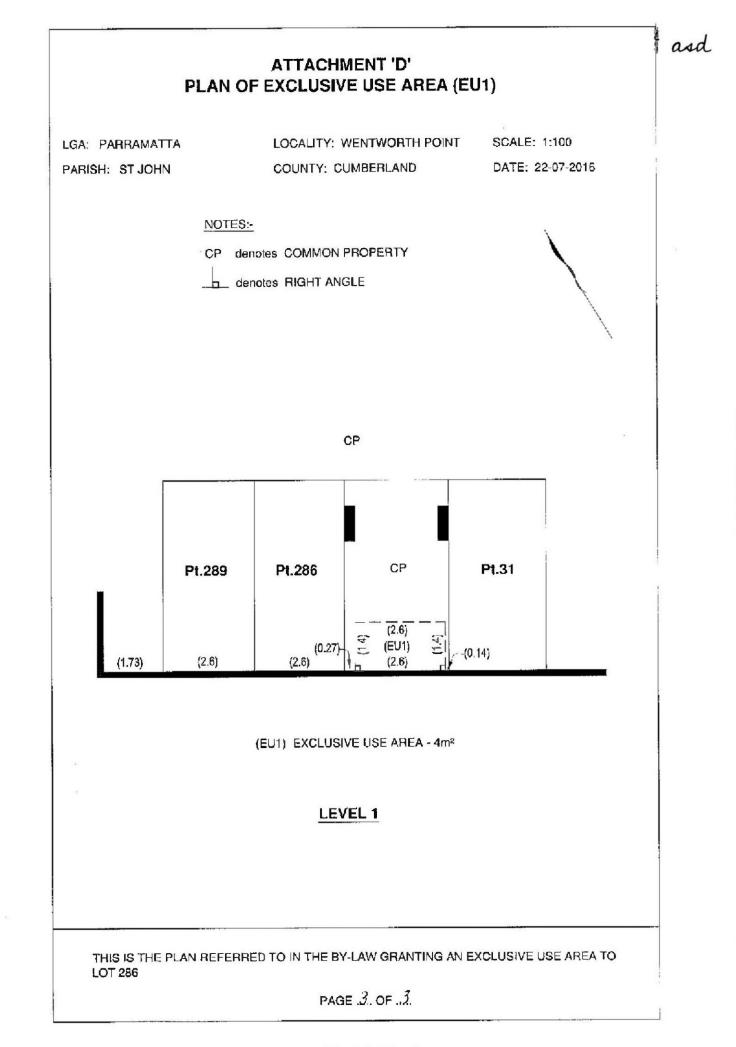
ix) a bond of \$500 is payable to the building manager prior to using the Community Room and will be returned to the owner or occupier once an inspection of the room has taken place to ensure that the room is returned in good order. The bond may be used to rectify damages made to the Community Room during the use by an owner or occupier of a lot. If damages occur and the bond is insufficient to cover the said damages, the Owners Corporation may undertake repairs and recover the costs from the owner of the lot pursuant to Clause 120(5) of the Stata Schemes Management Act 2015, as a debt against the lot.

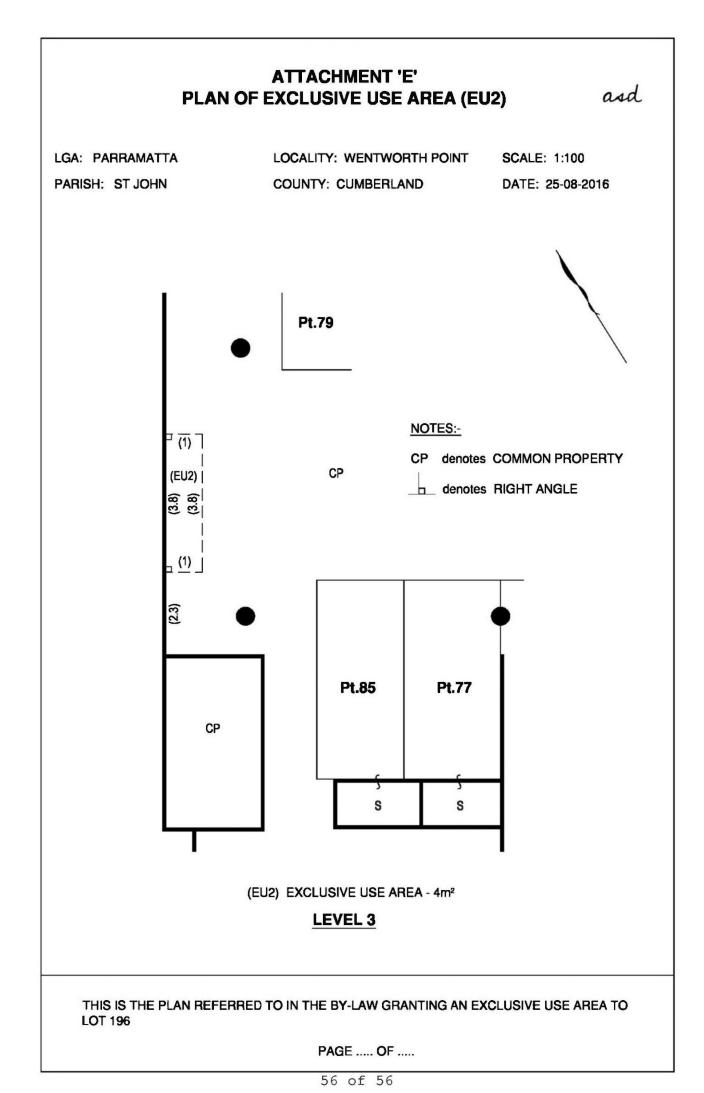
x) a cleaning fee of \$150 is payable prior to the use of the community room. This fee is not refundable and will cover the reasonable costs associated with the cleaning of the Community Room after use.

D) Indemnity

An owner or occupier of a lot who is approved to use the Community Room must indemnify the Owners Corporation for any fines, penalties or losses which may be incurred by the Owners Corporation due to their use of the Community Room.







Form: 15CH Release: Quarry

### CONSOLIDATION/ CHANGE OF BY-LAWS

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales Strata Schemes Management Act 2015 Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

	CP/SP 93		
(B) LODGED BY	Document Collection	Name	CODE
	Box	Company Network Strata Services Pty Limited	
		Address P O BOX 265 HURSTVILLE BC NSW 1481	
	573X	E-mail admin@netstrata.com.au Contact Number 1300 638 787	
		Customer Account Number 123421L Reference 93238	

(C) The Owner-Strata Plan No. 93238 certify that a special resolution was passed on 29/6/2021

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E)	Repealed by-law No.	NOT APPLICABLE
	Added by-law No.	Special By-Law 18,19,20,21
	Amended by-law No.	NOT APPLICABLE
	as fully set out below	:

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 93238 was affixed on in the presence of 3/8/2021 the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :	asd
Name :	Anita Dalag- Netstrata
Authority :	Appointed Managing Agent
Signature :	
Name :	
Authority :	

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.



## PLANNING CERTIFICATE

## CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

InfoTrack Pty Ltd GPO Box 4029 SYDNEY NSW 2001

**Certificate No:** 2022/1121

**Fee:** \$133.00

Issue Date: 17 February 2022

**Receipt No:** 6657332

Applicant Ref: 2108005:167594

## DESCRIPTION OF LAND

Address: 1401/10 Burroway Road WENTWORTH POINT NSW 2127

Lot Details: Lot 249 SP 93238

## SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Sydney Regional Environmental Plan No. 24 - Homebush Bay Area.

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

Contact us: council@cityofparramatta.nsw.gov.au | 02 9806 5050 @cityofparramatta | PO Box 32, Parramatta, NSW 2124 ABN 49 907 174 773 | cityofparramatta.nsw.gov.au



## The land is zoned: DM Deferred Matters -SREP No 24-Homebush Bay Area

## Deferred Matter – Refer to Sydney Regional Environmental Plan No.24 – Homebush Bay Area

The land is a deferred matter under Auburn Local Environmental Plan 2010. The zoning and land use provisions of Sydney Regional Environmental Plan No.24 -Homebush Bay Area apply to this land.

Sydney Regional Environmental Plan No.24 – Homebush Bay Area may be obtained via the internet from www.legislation.nsw.gov.au.

## SECTION B

## State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) No.19 - Bushland in Urban Areas State Environmental Planning Policy (SEPP) No.21 - Caravan Parks State Environmental Planning Policy (SEPP) No.33 -Hazardous and Offensive Development State Environmental Planning Policy (SEPP) No.55 - Remediation of Land State Environmental Planning Policy (SEPP) No.64 - Advertising and Signage State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development. State Environmental Planning Policy (SEPP) (Housing for Seniors or People with a Disability) 2004 State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004 State Environmental Planning Policy (SEPP) (State Significant Precincts) 2005 State Environmental Planning Policy (SEPP) (Mining, Petroleum Production and Extractive Industries) 2007 State Environmental Planning Policy (SEPP) (Infrastructure) 2007 State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008 State Environmental Planning Policy (SEPP) (Vegetation in Non-Rural Areas) 2017 State Environmental Planning Policy (SEPP) (Educational Establishments and Child Care Facilities) 2017 State Environmental Planning Policy (SEPP) (Concurrences) 2018 State Environmental Planning Policy (SEPP) (Primary Production and Rural Development) 2019 State Environmental Planning Policy (SEPP) (Housing) 2021

Sydney Regional Environmental Plan (SREP) – (Sydney Harbour Catchment) 2005

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre

DRAFT State Environmental Planning Policy (Draft SEPP) - Environment

All enquiries as to the application of Draft State Environmental Planning Policies N.B. should be directed to The NSW Department of Planning, Industry and Environment.

## Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental Plan which has been placed on Public Exhibition and has not yet been published.



## **Development Control Plan**

The land is affected by the Homebush Bay West DCP 2004 and associated amendments.

The land is affected by the 1 Burroway Road, Homebush Bay Development Control Plan - effective 6 April, 2006.

The land is affected by the Homebush Bay West Development Control Plan: Volume 2 (Public Domain Strategy) - effective from 26 October 2006.

The Minister for Planning has issued directions that provisions of an EPI do not apply to certain Part 4 development where a concept plan has been approved under Part 3A.

## **Development Contribution Plan**

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 applies to the land.

## Heritage Item/Heritage Conservation Area

The land has not been identified as containing an item of environmental heritage significance under the provisions of Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

The land is not located within a Heritage Conservation Area under the provisions of Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

## **Road Widening**

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

## Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in the Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

**Site Compatibility Certificate** (Seniors Housing, Infrastructure and Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),
- b. Site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments),
- c. Site compatibility certificate (seniors housing)

in respect to the land issued pursuant to the Environmental Planning & Assessment Amendment (Site Compatibility Certificates) Regulation 2009 (NSW).



## Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land? NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order? NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal? NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing *maintenance order?* NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement? YES

The land is affected by the matters contained in Clause 59(2) (e) as amended in the Contaminated Land Management Act 1997 - as listed.

Council has been furnished with a site audit statement by a site auditor in relation to this site and advises:

that the land to which the certificate relates is the subject of a site audit (e) statement

## **Tree Preservation**

The land is a deferred matter under Auburn Local Environmental Plan 2010 and the applicant should refer to Sydney Regional Environmental Plan No. 24 - Homebush Bay Area on www.legislation.nsw.gov.au.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

### **Coastal Protection**

Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

NO



## **Council Policy**

The land is a deferred matter under Auburn Local Environmental Plan 2010 and the applicant should refer to Sydney Regional Environmental Plan No. 24 - Homebush Bay Area on www.legislation.nsw.gov.au.

The land is not affected by a policy that has been adopted by Council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

Council has not been notified of any policies adopted by other public authorities that restrict development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence or other risk.

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at <u>www.planning.nsw.gov.au</u>.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on

http://www.ozcoasts.org.au/climate/Map\_images/Sydney/mapLevel2.jsp for further information.

## Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

## Bushfire Land

The land is not bushfire prone land.

### **Threatened Species**

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

### **Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**Note.** Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.



## **Biodiversity stewardship sites**

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

## Native vegetation clearing set asides

Council has not been notified of the land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

### Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

## Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

**Note:** Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

### Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

### Site verification certificates

Council is not aware of whether there is a current site verification certificate in respect of the land.

### Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

**Note**: *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017. building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017.* 



## State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

# Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

## Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may** be carried out on the land under **Clause 1.17A** (1) (c) to (e), (2), (3) and (4) and **Clause 1.18** (1)(c3) and **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient



information to ascertain the extent to which complying development may or may not be carried out on the land.

(3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

### Flood related development controls – 7A(2) - probable maximum flood

The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

**'Flood planning area'** and **'probable maximum flood**' have the same meaning as in the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, available at <u>https://www.environment.nsw.gov.au/-/media/OEH/Corporate-</u> <u>Site/Documents/Water/Floodplains/floodplain-development-manual.pdf</u>.

## SPECIAL NOTES

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.



## SECTION C

## The following additional information is issued under Section 10.7(5)

Pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

## Flood Information

The land is considered by Council TO BE ABOVE the 1 in 100 year mainstream flood level.

This information is based on data available to the Council. It is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall the Council or its servants, be liable for any negligence in the preparation of that information.

## Note: Advisory Information regarding Combustible Cladding

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to https://www.claddingregistration.nsw.gov.au/ or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

## Note: Advisory Information regarding Loose-Fill asbestos Insulation

Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.



You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

Brett Newman Chief Executive Officer

per

dated 17 February 2022

### System Document Identification

Form Number:08X-e Template Number:X\_nsw09 ELN Document ID:546030696

## CAVEAT

Land Registry Document Identification



New South Wales Section 74F Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

### LODGED BY:

Responsible Subscriber:	CONCORDIA LEGAL PTY LTD	ABN 22607384056
Address:	11 Egerton ST Silverwater 2128	
Telephone:		
PEXA Subscriber Number:	24797	
Customer Account Number:	503936H	
Document Collection Box:	1W	
Client Reference:	HAS CORP PTY LT	

### LAND TITLE REFERENCE

249/SP93238

### CAVEATOR

HAS CORP PTY LTD ACN 146088815 Registered company 11 EGERTON ST SILVERWATER NSW 2128

#### NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address

CONCORDIA LEGAL PTY LTD 11 Egerton ST Silverwater NSW 2128

#### **REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT**

CHING WAH UY UNIT 1401 10 BURROWAY RD WENTWORTH POINT NSW 2127

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

### ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.

- 7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.
- 4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.

### ESTATE OR INTEREST CLAIMED

Charge

By virtue of: Agreement

Between HAS CORP PTY LTD

And CHING WAH UY

Details Supporting The Claim: PURSUANT TO DEED OF SETTLEMENT AND UNDERSTANDING

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 740 Real Property Act 1900. The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

### SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

2. The Certifier has retained the evidence supporting this Registry Instrument or Document.

3. The Certifier has taken reasonable steps to verify the identity of the caveator.

### Party Represented by Subscriber:

HAS CORP PTY LTD

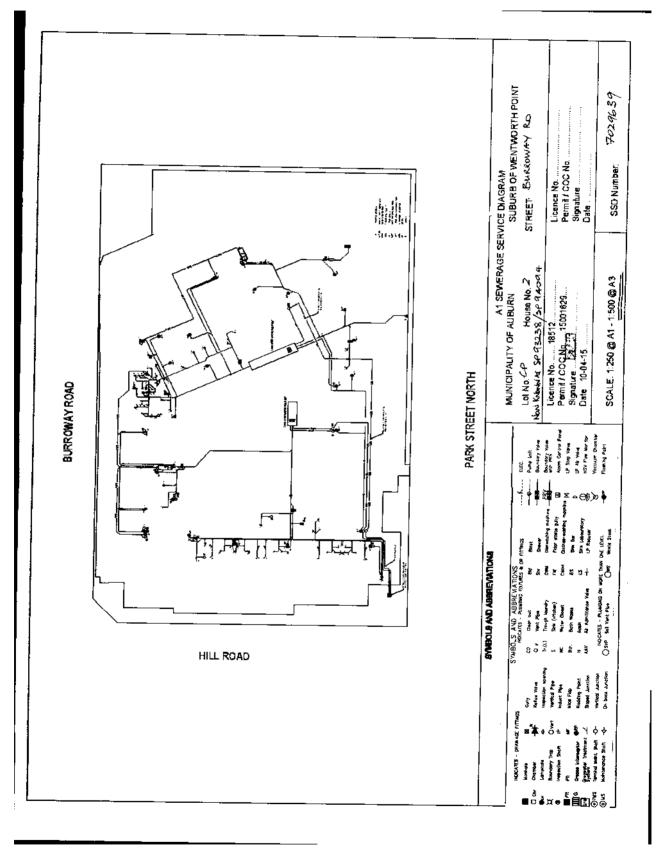
Signed By: Sarah El-A PEXA Signer Number		Signer Capacity:Practitioner Certifier Digital Signing Certificate Number:50284
Signed for Subscriber:	CONCORDIA LEGAL PTY LTD ABN 22607384056	
	CONCORDIA LEGAL PTY L	TD
Subscriber Capacity:	Representative Subscriber	
PEXA Subscriber Nur	nber:24797	Customer Account Number:503936

Date: 23/08/2019

# Sydney WATER

## Sewer Service Diagram

Application Number: 8001439496



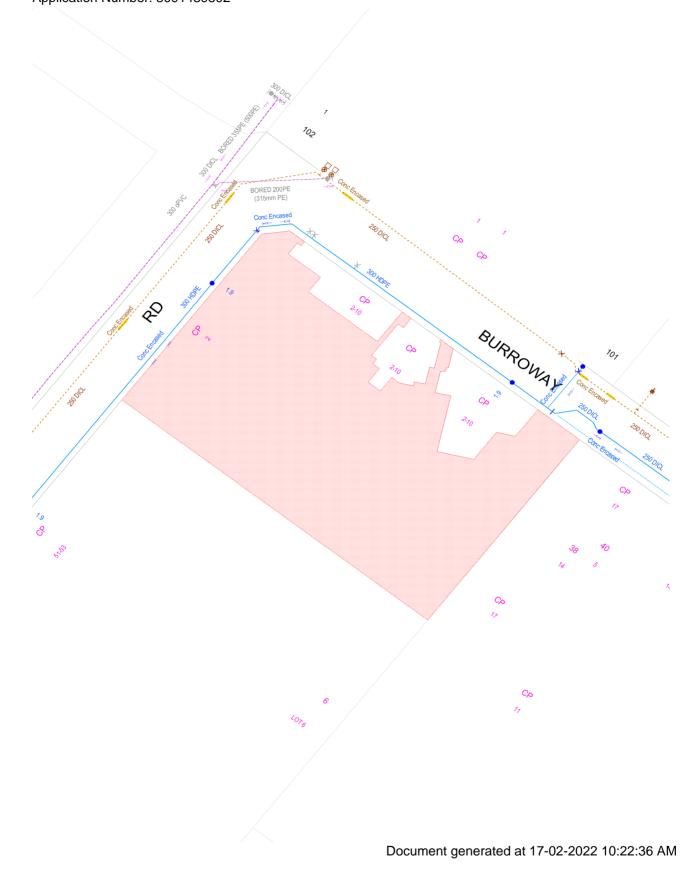
Document generated at 17-02-2022 10:22:26 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.



# Service Location Print Application Number: 8001439502





# **Asset Information**

# Legend

Sewer	
Sewer Main (with flow arrow & size type text) Disused Main	225 PVC
Rising Main	
Maintenance Hole (with upstream depth to invert)	1.7
Sub-surface chamber	
Maintenance Hole with Overflow chamber	-
Ventshalft EDUCT	
Ventshaft INDUCT	
Property Connection Point (with chainage to downstream MH)	10.6
Concrete Encased Section	Concrete Encosed
Terminal Maintenance Shaft	
Maintenance Shaft	Õ
Rodding Point	
Lamphole	-
Vertical	
Pumping Station	-0
Sewer Rehabilitation	SP0882

### **Pressure Sewer**

Pressure Sewer Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)	A _ O
Property Valve Boundary Assembly	
Stop Valve	
Reducer / Taper	
Flushing Point	

### Vacuum Sewer

Stormv Stormwater Pipe	water
Clean Out Point	
Vacuum Chamber	
Division Valve	
Pressure Sewer Main	

# Proposed Land

**Boundary Line** Easement Line

House Number

Lot Number-

Sydney Water Heritage Site (please call 132 092 and ask

for the Heritage Unit)

### Water

**Property Details** 

3 o

> 26 00

> > B R

> > > 18

Private Mains Potable Water Main	
Recycled Water is shown as per Potable above. Colour as indicated	
Reservoir	
Vertical Bends	
Reducer / Taper	
Scour	
Valve	
Air Valve	
Closed Stop Valve	
Stop Valve with Tapers	
Stop Vale with By-pass	<u>(*)</u>
Stop Valve	<del>- × -</del>
Maintenance Hole	-
Hydrant	
Restrained Joints - Recycled	
Restrained Joints - Potable	
Special Supply Conditions - Recycled	
Special Supply Conditions - Potable	
Water Main - Recycled	
Proposed Main - Potable	
Disconnected Main - Potable	
WaterMain - Potable (with size type text)	200 PVC

Potable Water Main	
Recycled Water Main	
Sewer Main	_
Symbols for Private Mains show	n grey

Stormwater Gully

Stormwater Maintenance Hole

Stormwater Channel

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.
Page



ABS	Acrylonitrile Butadiene Styrene AC Asbestos Ceme		Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
ws	Woodstave		

## **Pipe Types**

## **Further Information**

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.
Page



Enquiry ID Agent ID Issue Date Correspondence ID Your reference

INFOTRACK PTY LIMITED DX Box 578 SYDNEY

### Land Tax Certificate under section 47 of the Land Tax Management Act, 1956.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S93238/249	Unit 1401, 10 BURROWAY RD WENTWORTH POINT 2127	\$157 080

There is no land tax (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

db

Scott Johnston Chief Commissioner of State Revenue

### Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

- A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

#### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

### Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816\*



Phone enquiries 8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906
 Help in community languages is available.