

# Contract for the sale and purchase of land 2022 edition

| TERM                | MEANING OF TERM   | eCOS ID: 131253555 | NSW DAN:                                      |
|---------------------|---|--------------------|---|
| vendor's agent      | Infinity Property Agents<br>Suite 38, 112 McEvoy St, Alexandria E: robin@infinityproperty.com.au  |                    | Phone: 0468573623<br>Fax:<br>Ref: Robin Girhe |
| co-agent            |   |                    |   |
| vendor              | Church St Parramatta Property Pty Ltd   |                    |   |
| vendor's solicitor  | Shirley Chan & Co<br>301 208 Forest Rd Hurstville NSW 2220  |                    | Phone: (02) 9586 2266<br>Fax:                 |
| date for completion | 42 days after the contract date   | (clause 15)        | Email: sc@shirleychan.com.au                  |
| land                | 3303/330 CHURCH ST PARRAMATTA NSW 2150<br>(Address, plan details and title reference) LOT 359 IN STRATA PLAN 96222<br>359/SP96222   |                    |   |
|                     | <input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies  |                    |   |
| improvements        | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space<br><input type="checkbox"/> none <input type="checkbox"/> other: |                    |   |
| attached copies     | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:<br><input type="checkbox"/> other documents:   |                    |   |

## A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

|                       |  |  |   |  |
|-----------------------|--|--|---|--|
| inclusions            | <input checked="" type="checkbox"/> air conditioning   | <input type="checkbox"/> clothes line          | <input checked="" type="checkbox"/> fixed floor coverings | <input checked="" type="checkbox"/> range hood   |
|                       | <input checked="" type="checkbox"/> blinds             | <input type="checkbox"/> curtains              | <input type="checkbox"/> insect screens                   | <input type="checkbox"/> solar panels            |
|                       | <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings        | <input checked="" type="checkbox"/> stove        |
|                       | <input type="checkbox"/> ceiling fans                  | <input type="checkbox"/> EV charger            | <input type="checkbox"/> pool equipment                   | <input type="checkbox"/> TV antenna              |
|                       | <input type="checkbox"/> other:                        |  |   |  |
| exclusions            |  |  |   |  |
| purchaser             |  |  |   |  |
| purchaser's solicitor |  |  | Phone:  |  |
|                       |  |  | Fax:  |  |
| Price                 | \$   |  | Ref:  |  |
| deposit               | \$   |  |   | (10% of the price, unless otherwise stated)      |
| balance               | \$   |  |   |  |
| contract date         |  |  |   | (if not stated, the date this contract was made) |

Where there is more than one purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares, specify: \_\_\_\_\_

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

## SIGNING PAGE

| <b>VENDOR</b>   | <b>PURCHASER</b>  |
|---|---|
| <p><b>Signed By</b></p><br><br><br><br><br><p>_____<br/>Vendor</p><br><br><br><br><br><p>_____<br/>Vendor</p>   | <p><b>Signed By</b></p><br><br><br><br><br><p>_____<br/>Purchaser</p><br><br><br><br><br><p>_____<br/>Purchaser</p>   |
| <b>VENDOR (COMPANY)</b>   | <b>PURCHASER (COMPANY)</b>  |
| <p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><br><br><br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____<br/>Signature of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Name of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Office held</p> </div> <div style="width: 45%;"> <p>_____<br/>Signature of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Name of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Office held</p> </div> </div> | <p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><br><br><br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____<br/>Signature of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Name of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Office held</p> </div> <div style="width: 45%;"> <p>_____<br/>Signature of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Name of authorised person</p> <br/><br/><br/><br/><br/> <p>_____<br/>Office held</p> </div> </div> |

vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)**

**land tax** is adjustable

☐ NO ☒ yes

**GST: Taxable supply**

☒ NO ☐ 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 following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*  
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## List of Documents

| General  | Strata or community title (clause 23 of the contract)  |
|--|--|
| <input checked="" type="checkbox"/> 1 property certificate for the land<br><input checked="" type="checkbox"/> 2 plan of the land<br><input type="checkbox"/> 3 unregistered plan of the land<br><input type="checkbox"/> 4 plan of land to be subdivided<br><input type="checkbox"/> 5 document to be lodged with a relevant plan<br><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979<br><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)<br><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)<br><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)<br><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract<br><input type="checkbox"/> 11 <i>planning agreement</i><br><input type="checkbox"/> 12 section 88G certificate (positive covenant)<br><input type="checkbox"/> 13 survey report<br><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i><br><input type="checkbox"/> 15 occupation certificate<br><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)<br><input type="checkbox"/> 17 other document relevant to tenancies<br><input type="checkbox"/> 18 licence benefiting the land<br><input type="checkbox"/> 19 old system document<br><input type="checkbox"/> 20 Crown purchase statement of account<br><input type="checkbox"/> 21 building management statement<br><input type="checkbox"/> 22 form of requisitions<br><input type="checkbox"/> 23 <i>clearance certificate</i><br><input type="checkbox"/> 24 land tax certificate<br><b>Home Building Act 1989</b><br><input type="checkbox"/> 25 insurance certificate<br><input type="checkbox"/> 26 brochure or warning<br><input type="checkbox"/> 27 evidence of alternative indemnity cover<br><b>Swimming Pools Act 1992</b><br><input type="checkbox"/> 28 certificate of compliance<br><input type="checkbox"/> 29 evidence of registration<br><input type="checkbox"/> 30 relevant occupation certificate<br><input type="checkbox"/> 31 certificate of non-compliance<br><input type="checkbox"/> 32 detailed reasons of non-compliance | <input checked="" type="checkbox"/> 33 property certificate for strata common property<br><input type="checkbox"/> 34 plan creating strata common property<br><input type="checkbox"/> 35 strata by-laws<br><input type="checkbox"/> 36 strata development contract or statement<br><input type="checkbox"/> 37 strata management statement<br><input type="checkbox"/> 38 strata renewal proposal<br><input type="checkbox"/> 39 strata renewal plan<br><input type="checkbox"/> 40 leasehold strata - lease of lot and common property<br><input type="checkbox"/> 41 property certificate for neighbourhood property<br><input type="checkbox"/> 42 plan creating neighbourhood property<br><input type="checkbox"/> 43 neighbourhood development contract<br><input type="checkbox"/> 44 neighbourhood management statement<br><input type="checkbox"/> 45 property certificate for precinct property<br><input type="checkbox"/> 46 plan creating precinct property<br><input type="checkbox"/> 47 precinct development contract<br><input type="checkbox"/> 48 precinct management statement<br><input type="checkbox"/> 49 property certificate for community property<br><input type="checkbox"/> 50 plan creating community property<br><input type="checkbox"/> 51 community development contract<br><input type="checkbox"/> 52 community management statement<br><input type="checkbox"/> 53 document disclosing a change of by-laws<br><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement<br><input type="checkbox"/> 55 document disclosing a change in boundaries<br><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015<br><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989<br><input type="checkbox"/> 58 disclosure statement - off the plan contract<br><input type="checkbox"/> 59 other document relevant to off the plan contract<br><b>Other</b><br><input type="checkbox"/> 60 |

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

New South Wales Strata Management  
 31 Grose St, North Parramatta 2151

Tel: (02) 9890 1841



# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. 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 3303/330 CHURCH ST PARRAMATTA NSW 2150 from **Church St Parramatta Property Pty Ltd** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Church St Parramatta Property Pty Ltd** and am not employed in the legal practice of a solicitor acting for **Church St Parramatta Property Pty Ltd** nor am I a member or employee of a firm of which a solicitor acting for **Church St Parramatta Property Pty Ltd** 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:

**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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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.

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:
 

|   |  |
|---|--|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

 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.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1 In this contract, these terms (in any form) mean –

|                               |   |
|-------------------------------|---|
| <i>adjustment date</i>        | the earlier of the giving of possession to the purchaser or completion;   |
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;   |
| <i>bank</i>                   | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>           | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                 | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i>  | 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;   |
| <i>completion time</i>        | the time of day at which completion is to occur;  |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;  |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>   |
| <i>depositholder</i>          | 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);  |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i>      | document relevant to the title or the passing of title;   |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);   |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>FRCGW percentage</i>       | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>       | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;                                |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;  |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;  |
| <i>normally</i>               | subject to any other provision of this contract;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>party</i>                  | each of the vendor and the purchaser;   |
| <i>property</i>               | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>     | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ;  |

|                          |   |
|--------------------------|---|
| <i>requisition</i>       | an objection, question or requisition (but the term does not include a claim);  |
| <i>rescind</i>           | rescind this contract from the beginning;   |
| <i>serve</i>             | serve in writing on the other <i>party</i> ;  |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>         | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;  |
| <i>TA Act</i>            | Taxation Administration Act 1953;   |
| <i>terminate</i>         | terminate this contract for breach;   |
| <i>title data</i>        | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;   |
| <i>variation</i>         | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;   |
| <i>within</i>            | in relation to a period, at any time before or during the period; and   |
| <i>work order</i>        | a valid direction, notice or order that requires work to be done or money to be spent 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 the Swimming Pools Regulation 2018). |

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 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
- 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;
    - 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*).
- 13.9 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 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*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable 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.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 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* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 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
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**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 4.8 or clause 30.4);
  - 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;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 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 14.6 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.

- 23.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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

- 24.1 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.

- 24.4 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 earned 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest 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.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 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
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 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.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *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 –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 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).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 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.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

## **Sale of Land by Auction**

If the Property is or is intended to be sold at auction. The following conditions will apply.

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock & Business Agents Act (NSW) 2014 and section 68 of the Property, Stock and Business Agents Act 2002.

(1) The following conditions are applicable to and in respect of the sale by auction of land or livestock:

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (c) The highest bidder is the purchaser, subject to any reserve price.
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to the above, are applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) Subject to subclause (2A) the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator

### **SPECIAL CONDITIONS**

1. The property together with the improvements thereon is sold in its present state of repair and condition and the purchaser acknowledges that he buys the property relying on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations made to him by or on behalf of the vendor except as may be expressed in this Contract or deemed to be included in this contract by virtue of the provisions of S.52A (2)(b) of the Conveyancing Act 1919. The purchase shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property sold.
2. The purchaser warrants that he was not introduced to the vendor or to the property by any real estate agent other than the agent, if any, named on page one and his conjunction agent and the purchaser indemnifies the vendor against any commission which might be found to be payable resulting from an introduction which constitutes a breach of such warranty. This provision shall not merge on completion of this Agreement.
3. Any notice to complete validly given by either party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from receipt of notice shall be allowed for completion. If the Purchaser is unable or unwilling to complete by the completion date, the Vendor can forfeit the full deposit paid by the purchaser after the expiry date of notice to complete. The Purchaser acknowledges that this clause is acceptance by the Purchaser for this forfeiture of deposit to the Vendor and no further authority is required from any party.
4. Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been

included herein IT IS HEREBY AGREED AND DECLARED that should either party prior to completion-

- (a) die or become mentally ill or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a Petition for its winding up presented or enter into any scheme of arrangement with its creditors under Part 5 of the Corporations Law or should any liquidator, receiver or Official Manager be appointed

Then either party may rescind this contract by notice in writing.

- 5. The purchasers warrant he has obtained all the necessary approvals including Foreign Investment Review board approval (if applicable) to purchase the Property prior to completion.

In the event of there being a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

- 6. If completion does not occur because of default of the purchasers, not caused by the vendor, by the date specified in this Agreement for completion, then without affecting the vendor's other remedies under this contract consequent upon the purchaser's default, the purchasers agree to pay upon completion an amount equal to ten per cent (10%) per annum on the balance of purchase moneys outstanding during the period from the date for completion nominated in this Contract to the actual date of completion. This sum is deemed to represent liquidated damages in that it is a genuine pre-estimate of the loss that will be caused to the vendor from the delay in settlement from the date of completion as set out in the Contract to the actual date of completion.
- 7. The standard conditions of the 2022 Edition of the Contract for Sale of Land are amended in the following manner:
  - (a) Clause 7.1.1. is amended by deletion of reference to 5% and replacement in its stead of the words "\$500.00".
  - (b) Clause 8 is amended by deleting in Clause 8.1 the words "on reasonable ground".
  - (c) Clause 24.4.4 is deleted.
  - (d) Clause 23.6.1 for the words "even if it is payable by instalments" substitute "but if it is payable by instalments, the Vendor must be liable only for instalments payable prior to the Completion Date."
  - (e) Delete clause 23.14 and reply by "The Vendor authorise the Purchaser at his cost to apply for the certificate under section 184. The Purchaser shall provide to the Vendor a copy of the certificate under section 184 at least three days prior to completion of this matter.
- 8. Notwithstanding Clauses 2 and 3 in this Contract the Purchaser acknowledges that the Depositholder named herein is at liberty to release to the Vendor the full deposit moneys on entering into a Contract for Sale of Land to purchase property. The Depositholder is authorised to release the deposit or part thereof to the Vendor upon written advice from the Vendor's Solicitor as to details of any proposed purchase by the Vendor. The

Purchaser warrants that it will, if requested by the Vendor or the Vendor's Solicitor, provide written confirmation to the Depositholder to release the deposit to the Vendor.

9. If completion does not occur by the completion date which is not the fault of the Vendor and the Vendor's Licensed Conveyancer serves the Purchaser a Notice to Complete, the Purchaser agrees to pay to the Vendor's Licensed Conveyancer legal cost of \$440.00 (inclusive of GST) at settlement.
10. If a Building Certificate is annexed hereto the Purchaser acknowledges having inspected the Building Certificate and the Purchaser shall not be entitled to make or take any objection requisition or claim for compensation in relation to such Building Certificate.
11. If a Survey Report is annexed hereto the Purchaser acknowledges having inspected the Survey and the Purchaser shall not be entitled to make or take any objection requisition or claim for compensation in relation to such Survey.
12. The Purchaser agree to provide the Order on Agent in formal writing to the vendor's conveyancer and upload the Order on Agent to the PEXA workspace on the morning of completion which will be held in escrow pending completion.
13. Sufficient particulars of the title for the preparation of the transfer are contained in this Contract. The Purchaser agrees that notwithstanding the provisions of Clause 4 of the Contract, they shall not request the Vendor to provide any further statement of title.
14. If the completion is not occurred in according with the contract for sale through no fault of the Vendor, in addition to any other monies payable by the purchaser on completion of this Contract, the purchaser must pay in addition of \$220.00 (GST inclusive) on settlement, to the Vendor's conveyancer for each cancellation of settlement.
15. If this Contract is sold with an existing tenant. In the case the tenant give notice to vacant the property before or after exchange of the Contract and/or vacate the property prior to the completion. The Purchaser shall not make any objection, requisitions or claim for the compensation nor require the Vendor to relet the property and shall accept the property with vacant possession.
16. Notwithstanding the law or any other provisions hereof the parties agree that if there is land tax charged on the subject land and a section 47 land tax clearance certificate is served on the Purchaser at anytime prior to completion date even the land tax is not cleared when the certificate is provided to the Purchaser and the Vendor has allowed the land tax payment to the Revenue NSW at completion, the Purchaser agrees to proceed the settlement with an undertaking from the Vendor's conveyancer to provide a cleared S47 within 14 days from the completion date. The Purchaser shall not make any requisitions, objection or claim for compensation nor have any right of rescission or termination in relation to this clause.
17. The certificate under section 10.7 is correct and accurate as at date of the certificate. The Purchaser shall make their own enquiries for its accuracy.
18. If a swimming pool is included in the property, the purchaser shall take the swimming pool and its surrounds and fencing, if any, in their present state of repair. The Vendor

dose not warrant that the same comply with the requirements of the Swimming Pools Act 1992 (and the regulations prescribed there under) and the Vendor shall not be obliged to comply with any notice issued after the date of this Contract requiring the erection of or alteration to a fence or other work pursuant to such Act or Regulation and the Purchaser will not make any claim, objection or requisition in relation thereto and must comply therewith at his expense.

19. The Purchaser warrants that if the Purchaser is a “foreign person” or “foreign corporation” as defined in the Foreign Acquisition and Takeovers Act 1975 “the Act”), the purchaser has obtained the consent of the Foreign Investment Review Board in accordance with the provision the Act to purchase the property. In the event the Purchaser is in breach of this warranty, the purchaser agrees to indemnify and compensate the Vendor in respect of any Loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on Completion.
20. The Purchaser undertake not to lodge any caveat on title prior to Completion and the Vendor is not required to discharge the Mortgage or withdraw the Caveat on title prior to Completion. The Vendor undertake to provide the discharge of mortgage or the withdraw of Caveat in proper registrable form at completion.
21. The Purchaser warrants and promises that the Property will not be used by the Purchase and represents that the Purchaser does not intend and will not use the Property or any part of the Property to be use in a way that would make the sale a Taxable Supply to an extent. It the Purchaser breaches this warranty, the Purchaser will indemnify the Vendor in relation to any liability for Goods and Services Tax, interest and penalty thereon which the Vendor may have by reason of the supply of the property being a Taxable Supply within the meaning of Goods and Services Tax Act 1999. This warranty and indemnity shall not merge on Completion.
22. In the case the Vendor has agreed to exchange Contracts in this matter upon payment of the amount of 5% in lieu of a deposit equivalent to ten percent (10%) of the purchase price. In the event that the Purchaser defaults in the observance or performance of any obligation imposed on him under or by virtue of this Contract, the whole of the 10% deposit shall become due and payable and the Vendor can sue for liquidated claim against the Purchaser notwithstanding that this Contract is not completed. This Clause shall not merge on completion and the Vendor shall be entitled to sue the Purchaser for recovery of the 10% deposit that remains outstanding as a debt due by the Purchaser to the Vendor.
23. Nothing in this Contract shall have the effect of requiring either party to complete this Contract between 24<sup>th</sup> day of December in the year in which this Contract was made and the 8th day of January in the following year.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

## Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: 359/SP96222

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| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 15/2/2024   | 1:27 PM | 3          | 29/7/2019 |

LAND

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LOT 359 IN STRATA PLAN 96222

AT PARRAMATTA

LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

-----

CHURCH ST PARRAMATTA PROPERTY PTY LTD

(T AM990383)

SECOND SCHEDULE (1 NOTIFICATION)

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1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94469

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

24016 Church St Parramatta

PRINTED ON 15/2/2024

\* 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.





FOLIO: CP/SP94469

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| SEARCH DATE | TIME    | EDITION NO | DATE       |
|-------------|---------|------------|------------|
| -----       | ----    | -----      | ----       |
| 15/2/2024   | 1:29 PM | 9          | 12/11/2019 |

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94469  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PARRAMATTA  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA  
PARISH OF ST JOHN COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP94469

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 94469  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- NSW STRATA MANAGEMENT PTY LTD  
PO BOX 2102  
NORTH PARRAMATTA 1750

SECOND SCHEDULE (80 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION  
8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973  
INCORPORATES DEVELOPMENT LOT 347  
SP96222 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER  
DESCRIBED IN THE TITLE DIAGRAM
- 4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED  
WITH SP94469
- 5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR  
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973. SEE SP94469
- 6 G372973 EASEMENT FOR SUPPORT AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 7 DP1031459 EASEMENT FOR RIGHT OF ACCESS AND RIGHT OF MANOEUVRING  
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1031459 RIGHT OF CARRIAGEWAY 12.31 METRE(S) WIDE AND VARIABLE  
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 AH744456 PLANNING AGREEMENT PURSUANT TO SECTION 7.6  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 10 DP1190534 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 AI758280 PLANNING AGREEMENT PURSUANT TO SECTION 7.6

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## SECOND SCHEDULE (80 NOTIFICATIONS) (CONTINUED)

- ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 12 DP1184712 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1184712 EASEMENT FOR OVERHANG 0.25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1184712 EASEMENT FOR OVERHANG 0.35 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1184712 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 16 DP1184712 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 17 DP1225807 EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1225807 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1225807 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 20 DP1225807 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1225807 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 22 DP1225807 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1225807 EASEMENT FOR FIRE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 24 DP1225807 EASEMENT FOR FIRE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 26 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 SPRINKLER/HYDRANT PUMP AND BACKUP GENERATOR ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 27 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVELS 3 AND 4 SPRINKLER TANK AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 28 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 29 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER/HYDRANT ELECTRIC PUMP ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 30 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RELAY BOOSTER ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

## SECOND SCHEDULE (80 NOTIFICATIONS) (CONTINUED)

- 31 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2  
SEWER PUMP ROOM FRESH AIR SUPPLY FAN AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 32 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
WESTERN COLD WATER PUMP AND WATER METER ROOM AFFECTING  
THE WHOLE OF THE LAND ABOVE DESCRIBED
- 33 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
FRESH AIR SUPPLY FAN FOR LOBBY AND WESTERN COLD WATER  
PUMP AND WATER METER ROOM APPURTENANT TO THE LAND  
ABOVE DESCRIBED
- 34 DP1225807 EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET  
SHARED LIFT BETWEEN PARKING LEVEL 1 AND LEVEL 1  
AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 35 DP1225807 EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET  
SHARED LIFT BETWEEN PARKING LEVEL 1 AND LEVEL 1  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 36 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
MAIN SWITCH ROOM APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 37 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
MDF ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 38 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
MDF ROOM AIR CONDITIONING UNIT REFERRED TO AND  
NUMBERED (18) IN THE S.88B INSTRUMENT AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 39 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
MAIN SWITCH ROOM FRESH AIR FAN AFFECTING THE WHOLE OF  
THE LAND ABOVE DESCRIBED
- 40 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
SUPPLY AIR FAN ROOM AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
- 41 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
MDF ROOM AIR CONDITIONING UNIT REFERRED TO AND  
NUMBERED (21) IN THE S.88B INSTRUMENT AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 42 DP1225807 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1  
EASTERN GREASE ARRESTOR ROOM EXHAUST FAN AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 43 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
BOOSTER CUPBOARD APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 44 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
COMBINED VALVE AND FIRE CONTROL ROOM AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 45 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS  
SUPPLY ROOM AFFECTING THE WHOLE OF THE LAND ABOVE

END OF PAGE 3 - CONTINUED OVER

## SECOND SCHEDULE (80 NOTIFICATIONS) (CONTINUED)

- DESCRIBED
- 46 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
RESIDENTIAL GARBAGE ROOM EXHAUST FAN APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 47 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
LOADING DOCK APPURTENANT TO THE LAND ABOVE DESCRIBED
- 48 DP1225807 EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND  
RETAIL AND RESIDENTIAL CARPARK ENTRY SECURITY GATES  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 49 DP1225807 EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND  
RESIDENTIAL PARKING ENTRY SECURITY GATE CARD READER  
AND INTERCOM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 50 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL MAIN  
GAS SUPPLY ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 51 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STAIR  
PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND  
ABOVE DESCRIBED
- 52 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
SERVICED APARTMENT, RESIDENTIAL AND CHILDCARE CENTRE  
SECURITY GATES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 53 DP1225807 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
SUBSTATION #3 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 54 DP1225807 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL  
STORMWATER DETENTION TANK AFFECTING THE WHOLE OF THE  
LAND ABOVE DESCRIBED
- 55 DP1225807 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL  
STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO  
GROUND LEVEL AFFECTING THE WHOLE OF THE LAND ABOVE  
DESCRIBED
- 56 DP1225807 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL  
LOADING DOCK FAN APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 57 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 STAIR  
PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO  
GROUND LEVEL AFFECTING THE WHOLE OF THE LAND ABOVE  
DESCRIBED
- 58 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 AIR  
CONDITIONING UNIT FOR A RESIDENTIAL APARTMENT  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 59 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 TO LEVEL 3  
EXTERNAL WALL SIGNAGE AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
- 60 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 2 AIR  
CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 61 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 AIR

END OF PAGE 4 - CONTINUED OVER

## SECOND SCHEDULE (80 NOTIFICATIONS) (CONTINUED)

- CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 62 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR  
PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE  
DESCRIBED
- 63 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 CARPARK  
EXHAUST PLANT ROOMS APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 64 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR  
POOL PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 65 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR  
POOL HEATER ROOM APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 66 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR  
FAN ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 67 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 AIR  
CONDITIONING UNITS FOR RETAIL AREAS AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 68 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 STAIR  
PRESSURISATION PLANT ROOM AFFECTING THE WHOLE OF THE  
LAND ABOVE DESCRIBED
- 69 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 MECHANICAL  
PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE  
DESCRIBED
- 70 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 EXTERNAL  
LANDSCAPED AREAS AFFECTING THE WHOLE OF THE LAND ABOVE  
DESCRIBED
- 71 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 EXTERNAL  
LANDSCAPED AREAS APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 72 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 OUTDOOR  
POOL APPURTENANT TO THE LAND ABOVE DESCRIBED
- 73 DP1225807 EASEMENT FOR CONSTRUCTION ACCESS AND CONSTRUCTION  
WORKS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 74 DP1225807 EASEMENT FOR CONSTRUCTION ACCESS AND CONSTRUCTION  
WORKS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 75 DP1225807 EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND  
RESIDENTIAL PARKING EXIT CARD READER AND INTERCOM  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 76 DP1225807 EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND  
RESIDENTIAL PARKING ENTRY CARD READER AND INTERCOM  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 77 DP1225807 EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND  
RESIDENTIAL PARKING EXIT CARD READER AND INTERCOM  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 78 DP1225807 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1

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PAGE 6

## SECOND SCHEDULE (80 NOTIFICATIONS) (CONTINUED)

RESIDENTIAL PARKING COMPOUND ENTRANCE CARD READER  
 APPURTENANT TO THE LAND ABOVE DESCRIBED

79 AN818686 INITIAL PERIOD EXPIRED  
 80 AP674960 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000)

## STRATA PLAN 94469

| LOT          | ENT | LOT     | ENT | LOT     | ENT | LOT     | ENT |
|--------------|-----|---------|-----|---------|-----|---------|-----|
| 1 - 48       |     | 2 - 66  |     | 3 - 37  |     | 4 - 48  |     |
| 5 - 48       |     | 6 - 49  |     | 7 - 48  |     | 8 - 48  |     |
| 9 - 66       |     | 10 - 39 |     | 11 - 48 |     | 12 - 48 |     |
| 13 - 49      |     | 14 - 48 |     | 15 - 48 |     | 16 - 66 |     |
| 17 - 38      |     | 18 - 49 |     | 19 - 49 |     | 20 - 50 |     |
| 21 - 48      |     | 22 - 49 |     | 23 - 66 |     | 24 - 40 |     |
| 25 - 49      |     | 26 - 49 |     | 27 - 50 |     | 28 - 48 |     |
| 29 - 49      |     | 30 - 66 |     | 31 - 38 |     | 32 - 49 |     |
| 33 - 49      |     | 34 - 50 |     | 35 - 48 |     | 36 - 49 |     |
| 37 - 66      |     | 38 - 40 |     | 39 - 49 |     | 40 - 49 |     |
| 41 - 50      |     | 42 - 48 |     | 43 - 49 |     | 44 - 67 |     |
| 45 - 38      |     | 46 - 49 |     | 47 - 49 |     | 48 - 50 |     |
| 49 - 48      |     | 50 - 49 |     | 51 - 67 |     | 52 - 40 |     |
| 53 - 49      |     | 54 - 49 |     | 55 - 50 |     | 56 - 48 |     |
| 57 - 49      |     | 58 - 67 |     | 59 - 38 |     | 60 - 49 |     |
| 61 - 49      |     | 62 - 50 |     | 63 - 48 |     | 64 - 49 |     |
| 65 - 67      |     | 66 - 40 |     | 67 - 49 |     | 68 - 49 |     |
| 69 - 50      |     | 70 - 48 |     | 71 - 49 |     | 72 - 67 |     |
| 73 - 39      |     | 74 - 50 |     | 75 - 50 |     | 76 - 51 |     |
| 77 - 48      |     | 78 - 50 |     | 79 - 67 |     | 80 - 41 |     |
| 81 - 50      |     | 82 - 50 |     | 83 - 51 |     | 84 - 49 |     |
| 85 - 50      |     | 86 - 67 |     | 87 - 39 |     | 88 - 50 |     |
| 89 - 50      |     | 90 - 51 |     | 91 - 49 |     | 92 - 6  |     |
| 93 - SP95207 |     |         |     |         |     |         |     |

## STRATA PLAN 95207

| LOT      | ENT | LOT      | ENT | LOT      | ENT | LOT      | ENT |
|----------|-----|----------|-----|----------|-----|----------|-----|
| 94 - 50  |     | 95 - 67  |     | 96 - 41  |     | 97 - 50  |     |
| 98 - 50  |     | 99 - 51  |     | 100 - 49 |     | 101 - 50 |     |
| 102 - 67 |     | 103 - 39 |     | 104 - 50 |     | 105 - 50 |     |
| 106 - 51 |     | 107 - 49 |     | 108 - 50 |     | 109 - 68 |     |
| 110 - 41 |     | 111 - 50 |     | 112 - 50 |     | 113 - 51 |     |
| 114 - 49 |     | 115 - 50 |     | 116 - 68 |     | 117 - 41 |     |
| 118 - 50 |     | 119 - 50 |     | 120 - 51 |     | 121 - 49 |     |
| 122 - 50 |     | 123 - 68 |     | 124 - 41 |     | 125 - 50 |     |
| 126 - 50 |     | 127 - 51 |     | 128 - 49 |     | 129 - 50 |     |
| 130 - 68 |     | 131 - 42 |     | 132 - 50 |     | 133 - 50 |     |

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PAGE 7

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

## STRATA PLAN 95207

| LOT | ENT  | LOT | ENT  | LOT | ENT  | LOT | ENT       |
|-----|------|-----|------|-----|------|-----|-----------|
| 134 | - 51 | 135 | - 49 | 136 | - 51 | 137 | - 68      |
| 138 | - 40 | 139 | - 51 | 140 | - 51 | 141 | - 52      |
| 142 | - 50 | 143 | - 51 | 144 | - 68 | 145 | - 40      |
| 146 | - 51 | 147 | - 51 | 148 | - 52 | 149 | - 50      |
| 150 | - 51 | 151 | - 68 | 152 | - 40 | 153 | - 51      |
| 154 | - 51 | 155 | - 52 | 156 | - 50 | 157 | - SP95798 |

## STRATA PLAN 95798

| LOT | ENT       | LOT | ENT  | LOT | ENT  | LOT | ENT  |
|-----|-----------|-----|------|-----|------|-----|------|
| 158 | - 51      | 159 | - 68 | 160 | - 40 | 161 | - 51 |
| 162 | - 51      | 163 | - 52 | 164 | - 50 | 165 | - 51 |
| 166 | - 69      | 167 | - 40 | 168 | - 51 | 169 | - 51 |
| 170 | - 50      | 171 | - 51 | 172 | - 69 | 173 | - 42 |
| 174 | - 51      | 175 | - 51 | 176 | - 50 | 177 | - 51 |
| 178 | - 69      | 179 | - 42 | 180 | - 52 | 181 | - 52 |
| 182 | - 50      | 183 | - 52 | 184 | - 69 | 185 | - 43 |
| 186 | - 52      | 187 | - 52 | 188 | - 50 | 189 | - 52 |
| 190 | - 69      | 191 | - 43 | 192 | - 52 | 193 | - 52 |
| 194 | - 50      | 195 | - 52 | 196 | - 69 | 197 | - 52 |
| 198 | - 52      | 199 | - 50 | 200 | - 52 | 201 | - 69 |
| 202 | - 52      | 203 | - 52 | 204 | - 50 | 205 | - 52 |
| 206 | - 70      | 207 | - 52 | 208 | - 52 | 209 | - 50 |
| 210 | - 52      | 211 | - 70 | 212 | - 52 | 213 | - 52 |
| 214 | - 50      | 215 | - 52 | 216 | - 70 | 217 | - 52 |
| 218 | - 52      | 219 | - 51 | 220 | - 52 | 221 | - 70 |
| 222 | - 52      | 223 | - 52 | 224 | - 51 | 225 | - 53 |
| 226 | - 70      | 227 | - 53 | 228 | - 53 | 229 | - 51 |
| 230 | - SP96002 |     |      |     |      |     |      |

## STRATA PLAN 96002

| LOT | ENT  | LOT | ENT  | LOT | ENT  | LOT | ENT  |
|-----|------|-----|------|-----|------|-----|------|
| 231 | - 46 | 232 | - 47 | 233 | - 47 | 234 | - 44 |
| 235 | - 41 | 236 | - 56 | 237 | - 46 | 238 | - 47 |
| 239 | - 47 | 240 | - 44 | 241 | - 42 | 242 | - 57 |
| 243 | - 47 | 244 | - 47 | 245 | - 47 | 246 | - 45 |
| 247 | - 42 | 248 | - 57 | 249 | - 54 | 250 | - 37 |
| 251 | - 52 | 252 | - 52 | 253 | - 53 | 254 | - 49 |
| 255 | - 39 | 256 | - 39 | 257 | - 40 | 258 | - 40 |
| 259 | - 40 | 260 | - 40 | 261 | - 40 | 262 | - 40 |
| 263 | - 40 | 264 | - 40 | 265 | - 41 | 266 | - 41 |
| 267 | - 41 | 268 | - 41 | 269 | - 41 | 270 | - 41 |
| 271 | - 41 | 272 | - 41 | 273 | - 42 | 274 | - 40 |
| 275 | - 42 | 276 | - 42 | 277 | - 44 | 278 | - 42 |
| 279 | - 51 | 280 | - 80 | 281 | - 53 | 282 | - 70 |

END OF PAGE 7 - CONTINUED OVER

FOLIO: CP/SP94469

PAGE 8

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

## STRATA PLAN 96002

| LOT | ENT       | LOT | ENT  | LOT | ENT  | LOT | ENT   |
|-----|-----------|-----|------|-----|------|-----|-------|
| 283 | - 53      | 284 | - 53 | 285 | - 51 | 286 | - 53  |
| 287 | - 70      | 288 | - 53 | 289 | - 53 | 290 | - 51  |
| 291 | - 53      | 292 | - 70 | 293 | - 53 | 294 | - 53  |
| 295 | - 51      | 296 | - 53 | 297 | - 71 | 298 | - 53  |
| 299 | - 53      | 300 | - 51 | 301 | - 53 | 302 | - 71  |
| 303 | - 53      | 304 | - 53 | 305 | - 52 | 306 | - 53  |
| 307 | - 71      | 308 | - 53 | 309 | - 53 | 310 | - 52  |
| 311 | - 53      | 312 | - 71 | 313 | - 53 | 314 | - 53  |
| 315 | - 52      | 316 | - 54 | 317 | - 71 | 318 | - 54  |
| 319 | - 54      | 320 | - 52 | 321 | - 54 | 322 | - 71  |
| 323 | - 54      | 324 | - 54 | 325 | - 52 | 326 | - 54  |
| 327 | - 71      | 328 | - 54 | 329 | - 54 | 330 | - 52  |
| 331 | - 54      | 332 | - 71 | 333 | - 54 | 334 | - 54  |
| 335 | - 52      | 336 | - 54 | 337 | - 72 | 338 | - 54  |
| 339 | - 54      | 340 | - 52 | 341 | - 54 | 342 | - 72  |
| 343 | - 54      | 344 | - 54 | 345 | - 53 | 346 | - 103 |
| 347 | - SP96222 |     |      |     |      |     |       |

## STRATA PLAN 96222

| LOT | ENT   | LOT | ENT  | LOT | ENT  | LOT | ENT  |
|-----|-------|-----|------|-----|------|-----|------|
| 348 | - 50  | 349 | - 50 | 350 | - 50 | 351 | - 67 |
| 352 | - 40  | 353 | - 42 | 354 | - 83 | 355 | - 42 |
| 356 | - 40  | 357 | - 42 | 358 | - 43 | 359 | - 43 |
| 360 | - 71  | 361 | - 70 | 362 | - 70 | 363 | - 71 |
| 364 | - 71  | 365 | - 71 | 366 | - 80 | 367 | - 80 |
| 368 | - 81  | 369 | - 81 | 370 | - 81 | 371 | - 81 |
| 372 | - 82  | 373 | - 82 | 374 | - 82 | 375 | - 83 |
| 376 | - 83  | 377 | - 83 | 378 | - 84 | 379 | - 84 |
| 380 | - 115 |     |      |     |      |     |      |

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

24016 Church St Parramatta

PRINTED ON 15/2/2024

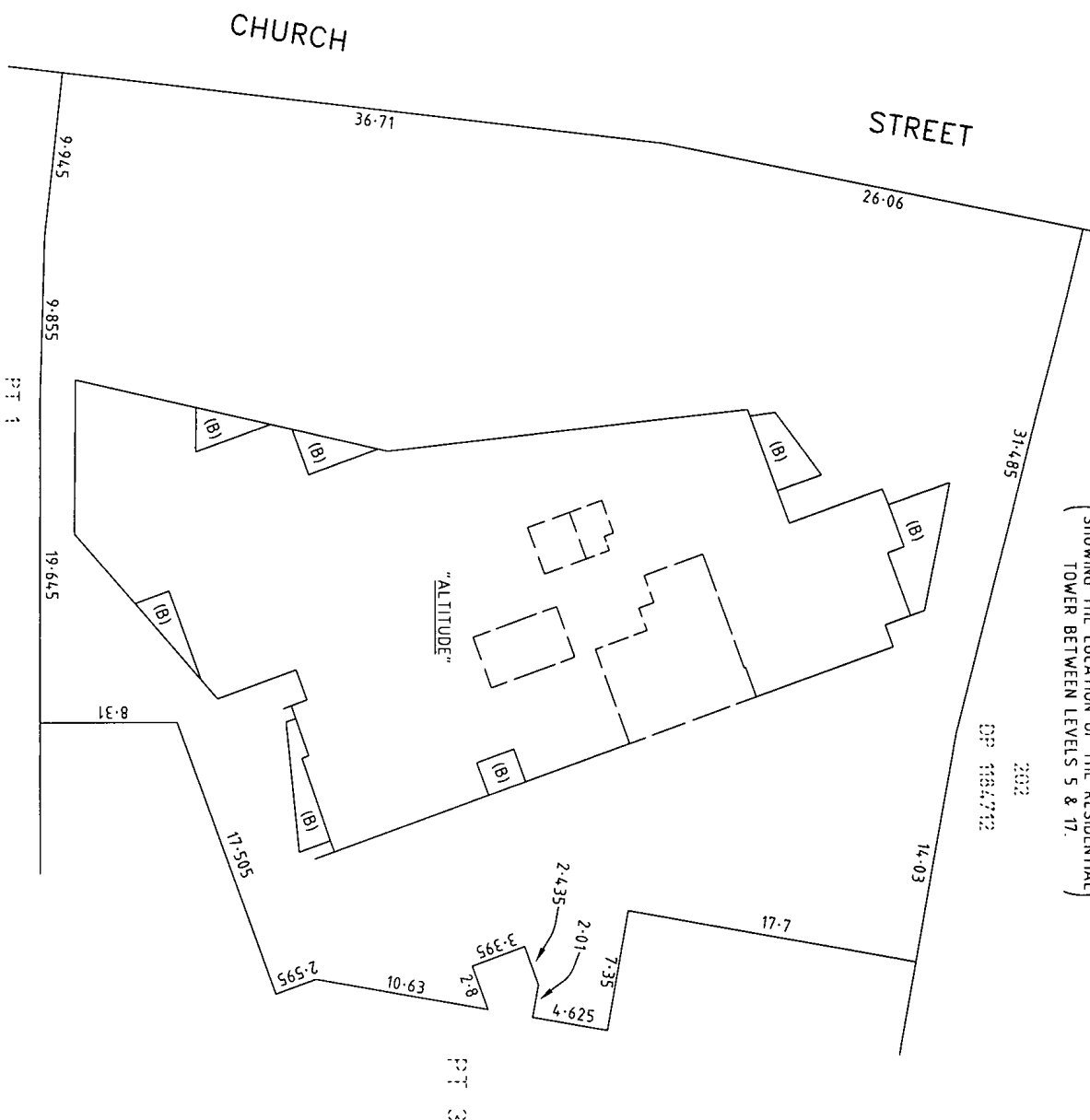
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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



**BUILDING DETAIL**

(SHOWING THE LOCATION OF THE RESIDENTIAL  
TOWER BETWEEN LEVELS 5 & 17.)

SEE SHEETS 2 - 12 FOR LOCATION PLANS



**NOTE:**

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 51)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807

(B) DENOTES BALCONY  
PT 3 DENOTES PT 3 D.P.1225807

CONCRETE, BRICK, METAL & GLASS RESIDENTIAL TOWER  
COMPRISING 13 LEVELS OF APARTMENTS WITH  
ASSOCIATED BASEMENT CARPARKING UNDER.  
(VARIOUS PARTS OF THE BUILDING - UNDER CONSTRUCTION)  
No. 330

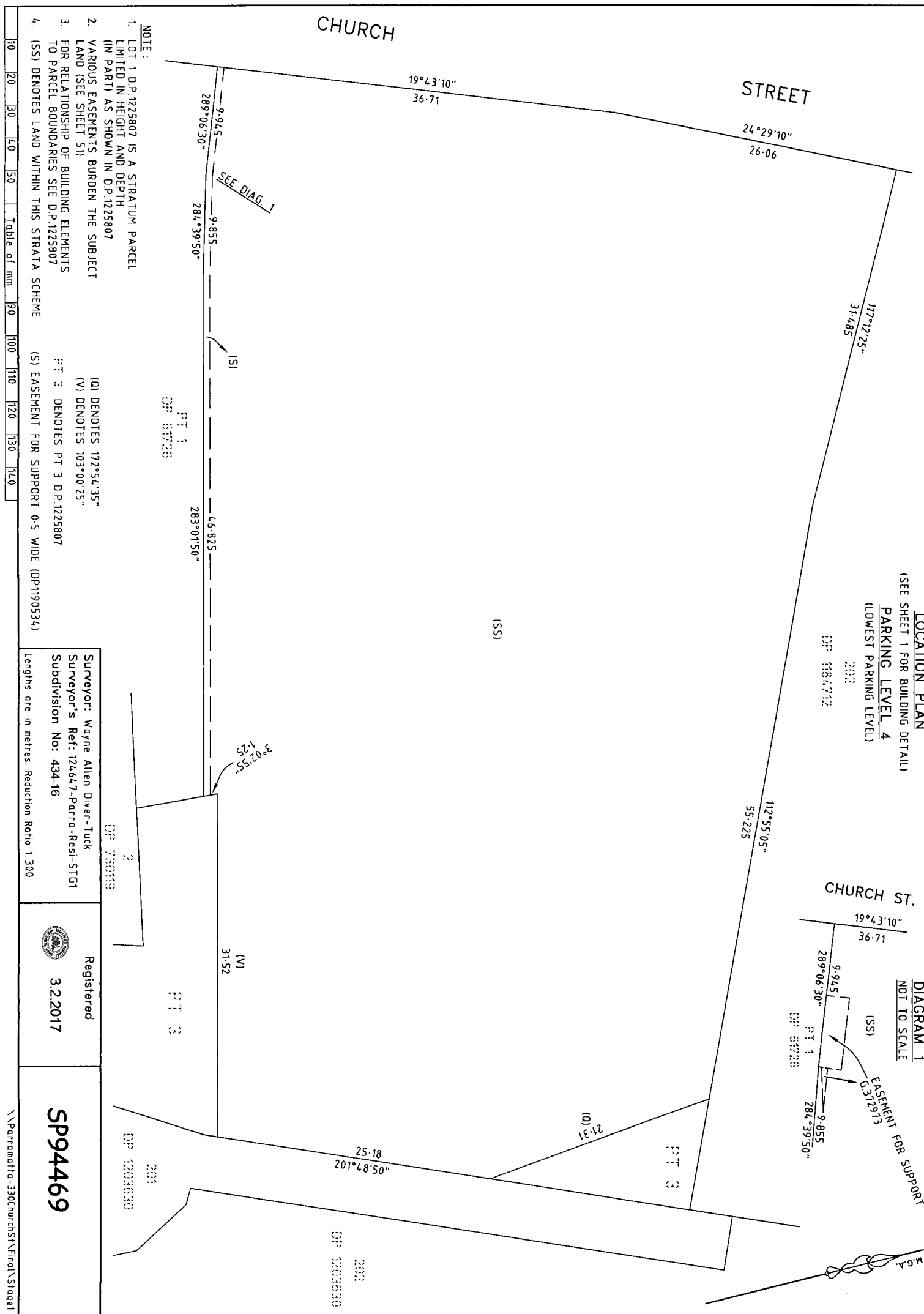
Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-STG1  
Subdivision No: 434-16  
Lengths are in metres. Reduction Ratio 1:300



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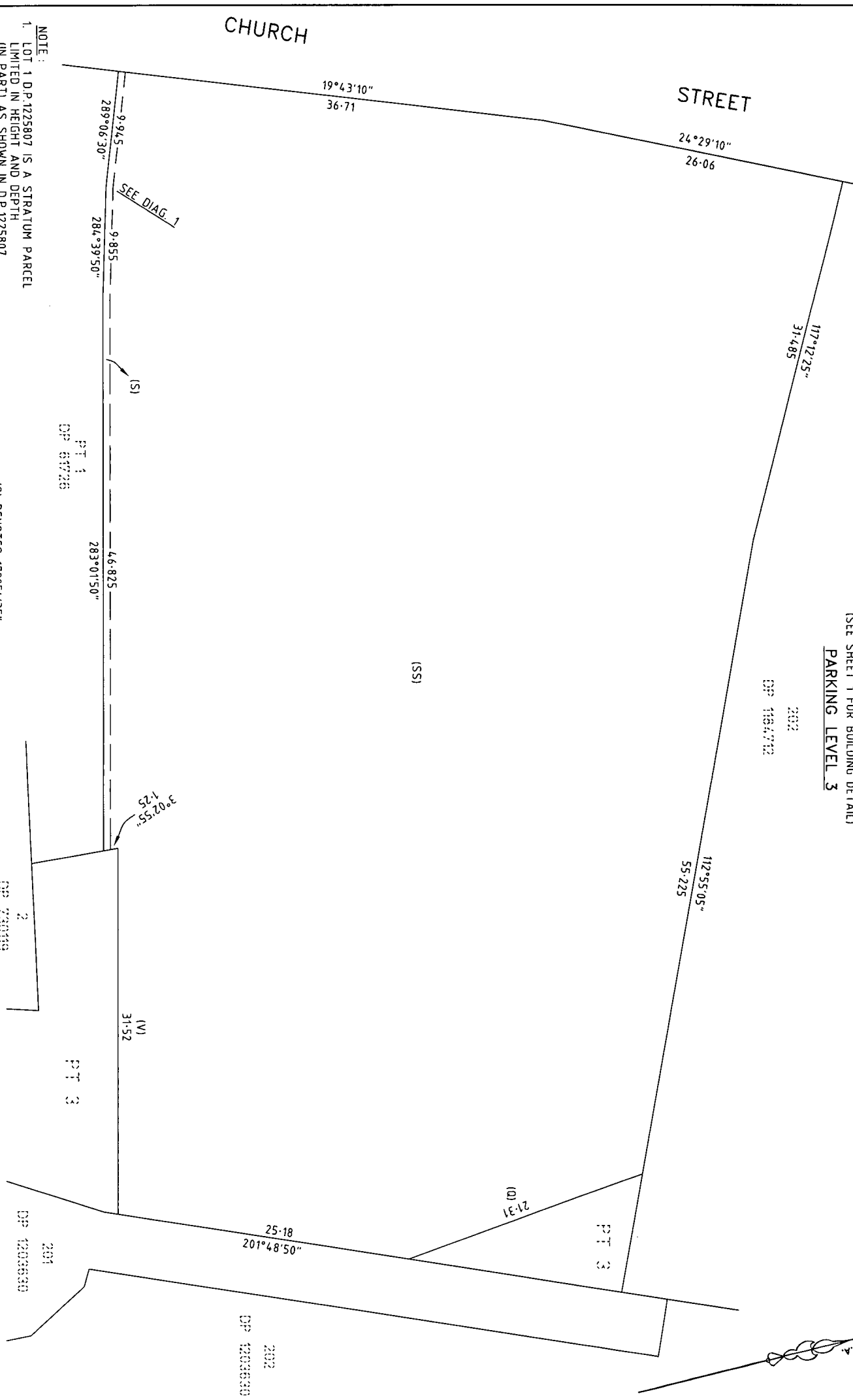
SP94469 P





SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)  
PARKING LEVEL 3



NOTE:

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 51)  
(Q) DENOTES 172°54.35"  
(V) DENOTES 103°00.25"
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807  
PT 3: DENOTES PT 3 D.P.1225807
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME  
(S) EASEMENT FOR SUPPORT 0.5 WIDE (DP1190534)

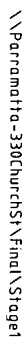
Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-STG1  
Subdivision No: 434-16  
Lengths are in metres. Reduction Ratio 1:300



Registered  
3.2.2017

SP94469

## PARKING LEVEL 2



\\Parramatta-330ChurchSt\Final\Stage1

## LOCATION PLAN

POINTS DENOTED 'E','F','G1','G2','G3','G4',  
'G5','G6' ARE COINCIDENT WITH SIMILAR POINTS  
ON THE RESPECTIVE FLOOR PLAN SHEETS.

202

[illegible]

STREET

CHURCH

NOTE :

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 51)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

9-3  
9-4  
9-5  
9-6

2009

3.2.2017

SP94469

**Surveyor:** Wayne Allen Diver-Tuck  
**Surveyor's Ref:** 126647-Parra-Resi-STG1  
**Subdivision No:** 434-16  
 Lengths are in metres. Reduction Ratio 1:300

Lengths are in metres. Reduction Ratio 1:300

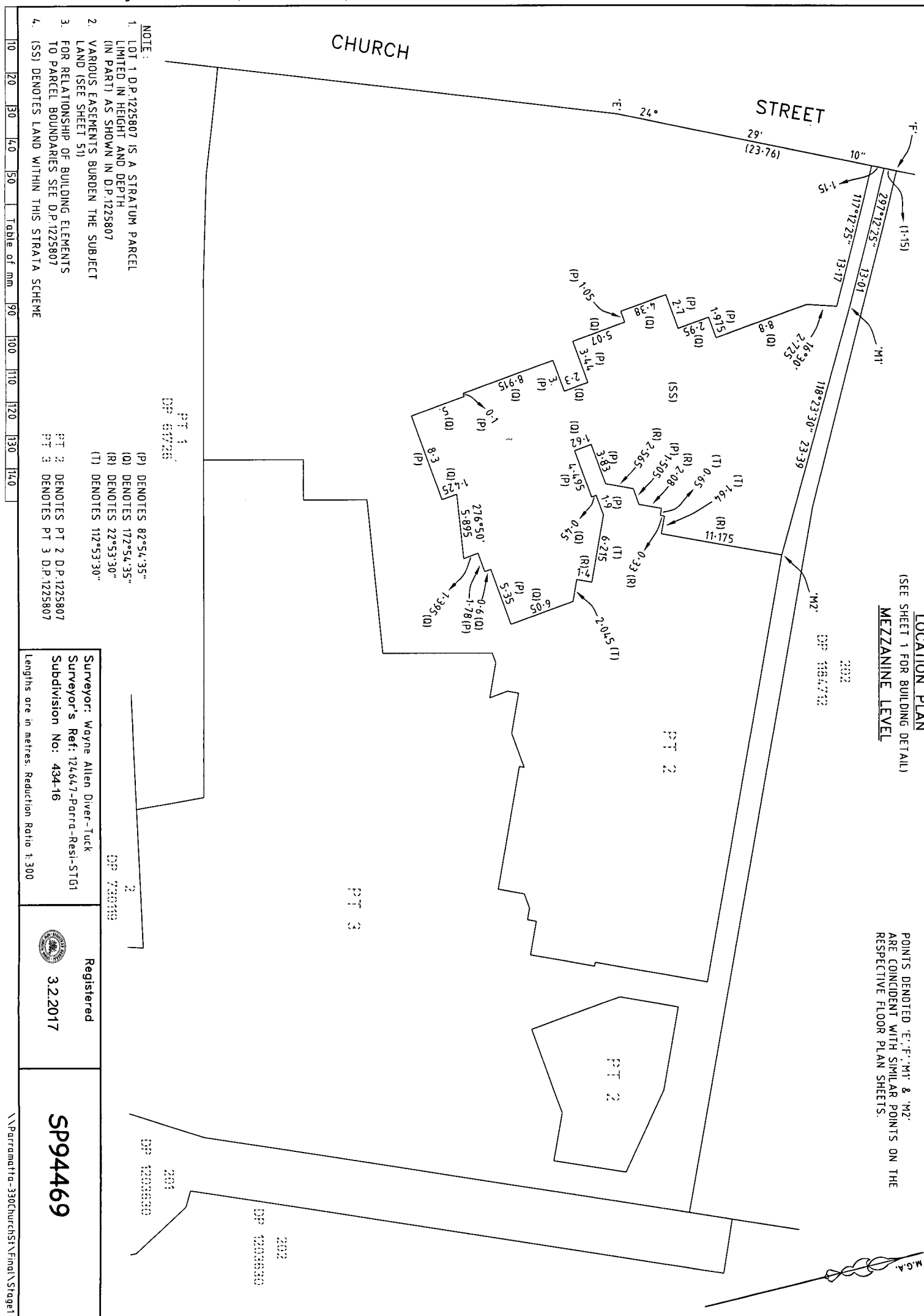
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\\Paramatta-330ChurchSt\Final\Stage1

## LOCATION PLAN

(SEE SHEET 1 FOR BUILDING DETAIL)  
MEZZANINE LEVEL

POINTS DENOTED 'E', 'F', 'M1' & 'M2' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



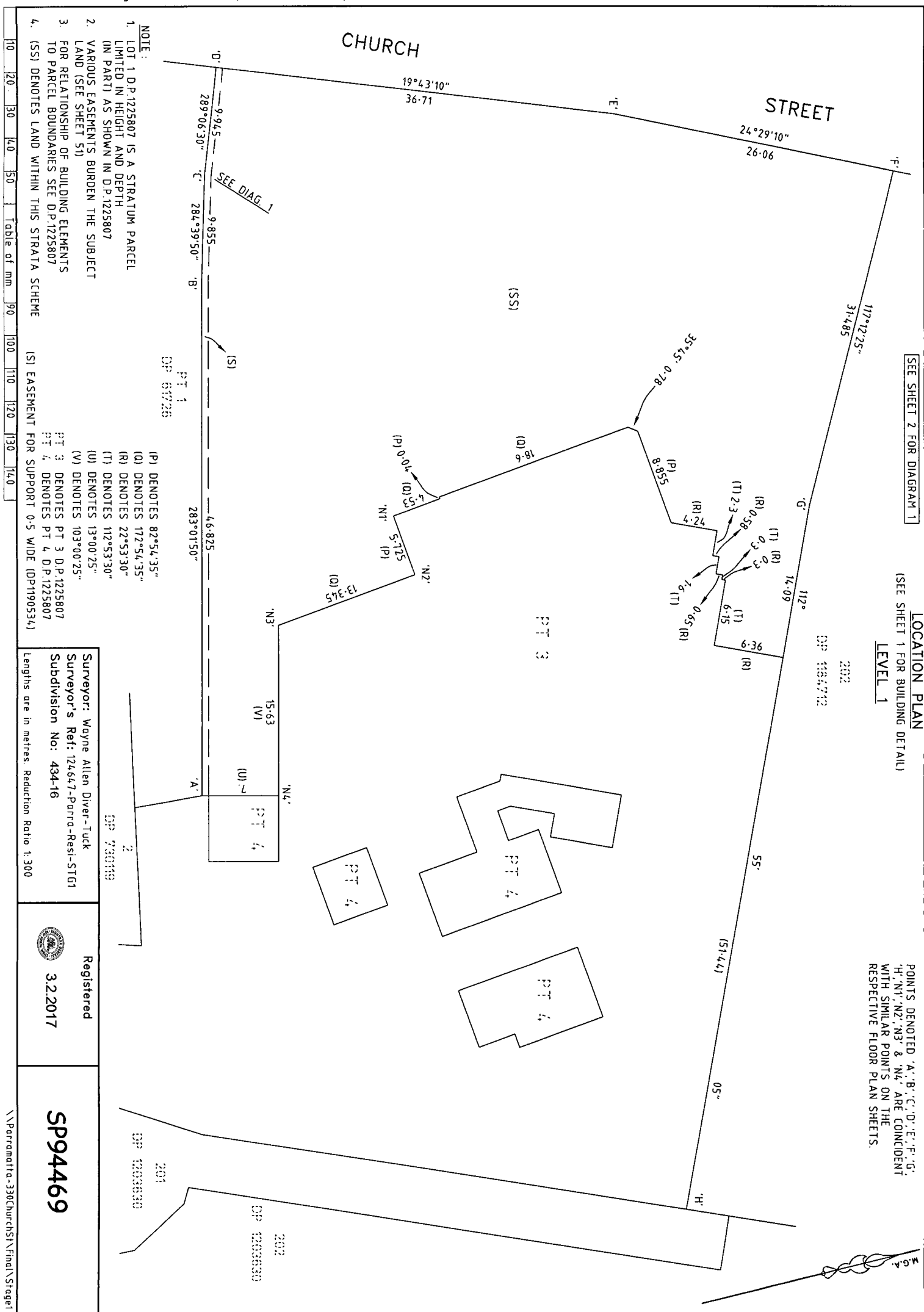
SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN

(SEE SHEET 1 FOR BUILDING DETAIL)

LEVEL 1

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G',  
'H', 'N1', 'N2', 'N3' & 'N4' ARE COINCIDENT  
WITH SIMILAR POINTS ON THE  
RESPECTIVE FLOOR PLAN SHEETS.





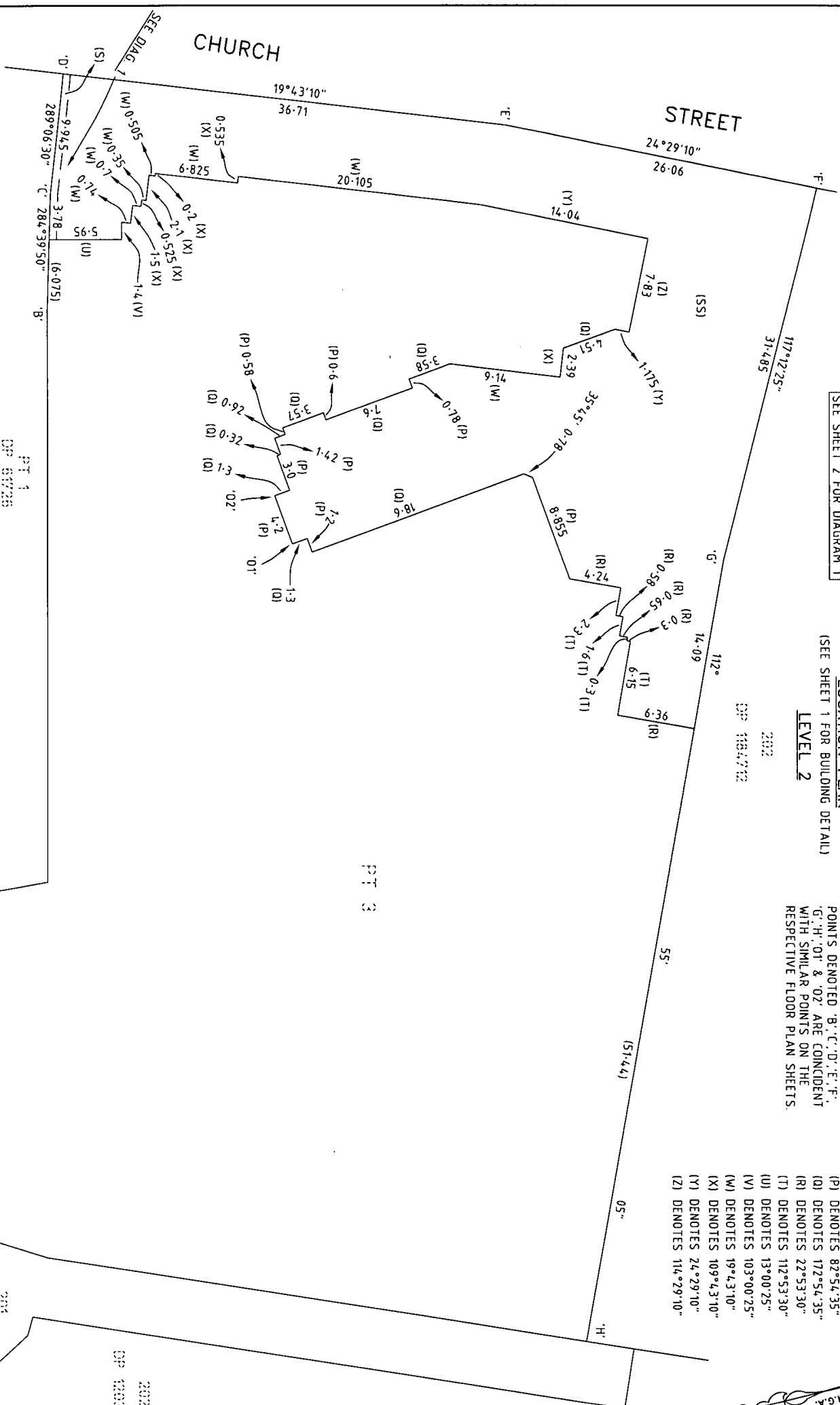
SEE SHEET 2 FOR DIAGRAM 1

## LOCATION PLAN

## LEVEL 2

POINTS DENOTED 'B','C','D','E','F',  
'G','H','01' & '02' ARE COINCIDENT  
WITH SIMILAR POINTS ON THE  
RESPECTIVE FLOOR PLAN SHEETS

|     |         |            |
|-----|---------|------------|
| (P) | DENOTES | 82°54.35"  |
| (Q) | DENOTES | 172°54.35" |
| (R) | DENOTES | 22°53.30"  |
| (T) | DENOTES | 112°53.30" |
| (U) | DENOTES | 13°00.25"  |
| (V) | DENOTES | 103°00.25" |
| (W) | DENOTES | 19°43.10"  |
| (X) | DENOTES | 109°43.10" |
| (Y) | DENOTES | 24°29.10"  |
| (Z) | DENOTES | 114°29.10" |



NOTE :

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
  2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 51)
  3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807
  4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME
- PT 3 DENOTES PT 3 D.P.1225807  
(S) EASEMENT FOR SUPPORT 0.5 WIDE (DP190534)

9-3  
9-4  
9-5  
9-6

9201

262

9500

9  
120000

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Surveyor's Ref: 124647-Parra-Resi-STG  
Subdivision No: 434-16

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(P) DENOTES 82°54'35"

(R) DENOTES 22°53'30"

(U) DENOTES 13°00'25"

(W) DENOTES 19°43'10"

---

(R)

1

5

# Critique

**Surv**

## Sube

Lengt

1

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 51 Sheets

SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)

LEVEL 3

POINTS DENOTED 'B', 'C', 'D', 'E', 'F',  
'G', 'H', 'P1' & 'P2' ARE COINCIDENT  
WITH SIMILAR POINTS ON THE  
RESPECTIVE FLOOR PLAN SHEETS.

(P) DENOTES 82°54'35"  
(O) DENOTES 172°54'35"  
(R) DENOTES 22°53'30"  
(T) DENOTES 112°53'30"  
(U) DENOTES 13°00'25"  
(V) DENOTES 103°00'25"  
(W) DENOTES 109°43'10"  
(X) DENOTES 109°43'10"  
(Y) DENOTES 24°29'10"  
(Z) DENOTES 114°29'10"

The diagram illustrates the Level 3 strata plan for a building. It shows the building's footprint with various rooms and corridors labeled with letters like (P), (O), (R), (T), (U), (V), (W), (X), (Y), and (Z). The plan includes numerous dimensions for setbacks, easements, and room sizes. Key features include:

- CHURCH**: Located at the top left, adjacent to the building.
- STREET**: Located at the top right, adjacent to the building.
- Pt 1**, **Pt 2**, **Pt 3**: Survey points marked on the plan.
- Easements**: Indicated by dashed lines and labels such as (W), (X), (Y), (Z), (P), (O), (R), (T), (U), (V).
- Setbacks**: Dimensions shown from the building edges to the church and street boundaries.
- Room Labels**: Various alphanumeric codes identifying different areas within the building.

NOTE:

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 5)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 3 DENOTES PT 3 D.P.1225807

(S) EASEMENT FOR SUPPORT 0.5 WIDE (DP1190534)

DP 730199

DP 1203630

DP 1203630

2011

2012

Surveyor: Wayne Allen Dyer-Tuck  
Surveyor's Ref: 124647-Porra-Resi-STG1  
Subdivision No: 434-16

Registered

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\\Parramatta-330churchSt\Final\Stage1

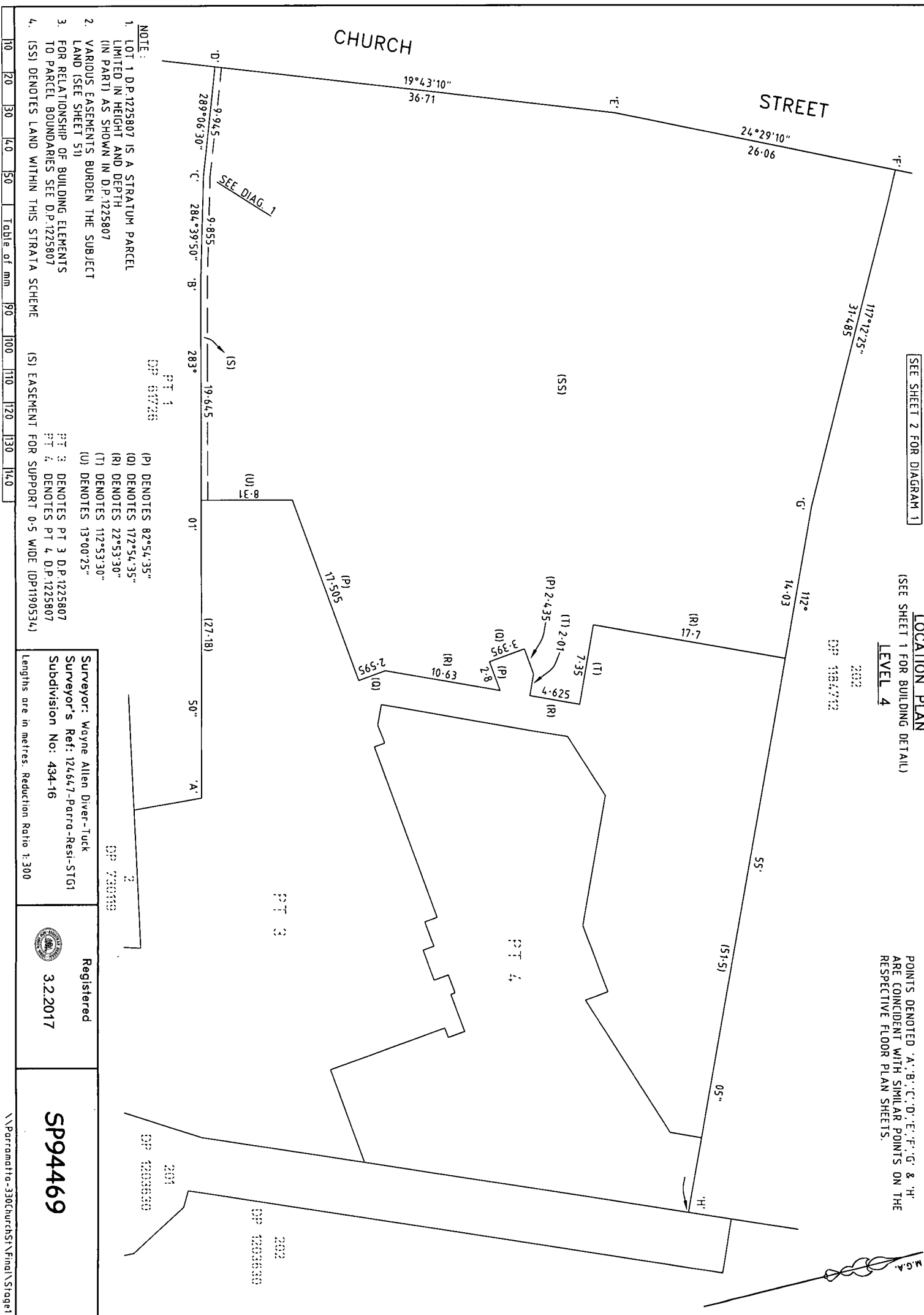
SEE SHEET 2 FOR DIAGRAM 1

## LOCATION PLAN

(SEE SHEET 1 FOR BUILDING DETAIL)

## LEVEL 4

POINTS DENOTED 'A,' 'B,' 'C,' 'D,' 'E,' 'F,' 'G,' & 'H' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



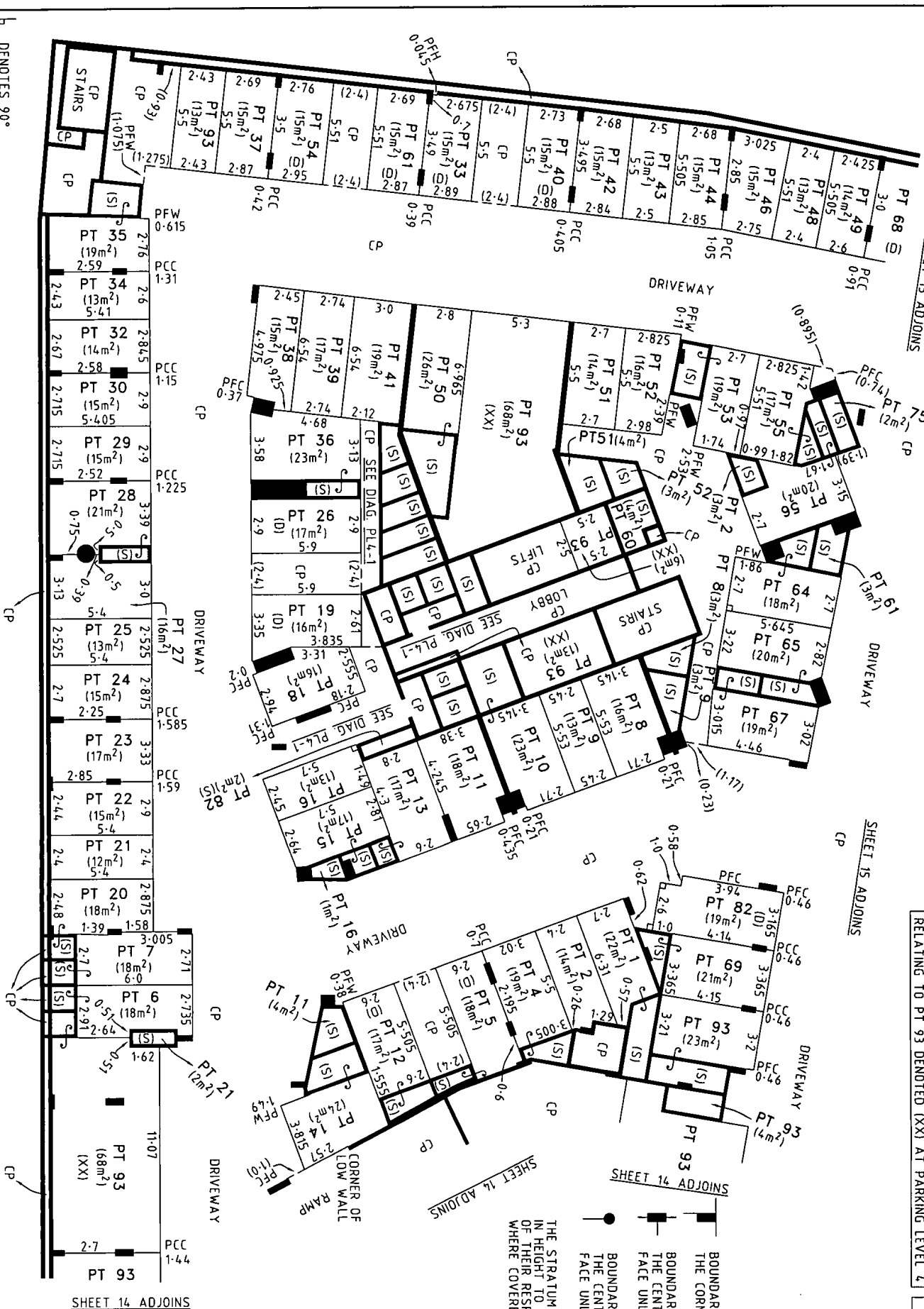


SHEET 15 ADJOINS

PARKING LEVEL 4

SEE SHEET 14 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT PARKING LEVEL 4

SEE SHEET 15 FOR  
DIAGRAM PL4-1



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL  
BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN  
BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF CONCRETE COLUMN AT FACE UNLESS OTHERWISE SHOWN  
THE STRUTUM OF THE STORES IS LIMITED IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

CP DENOTES 90°  
(ID) DENOTES DISABLED CARSPACE  
(SI) DENOTES STORE

CP DENOTES COMMON PROPERTY  
PCC DENOTES PROLONGATION OF FACE OF COLUMN  
PFH DENOTES PROLONGATION OF FACE OF HOB  
PFW DENOTES PROLONGATION OF FACE OF WALL  
LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-ST01  
Subdivision No: 434-16  
Lengths are in metres. Reduction Ratio 1:200



Registered  
3.2.2017

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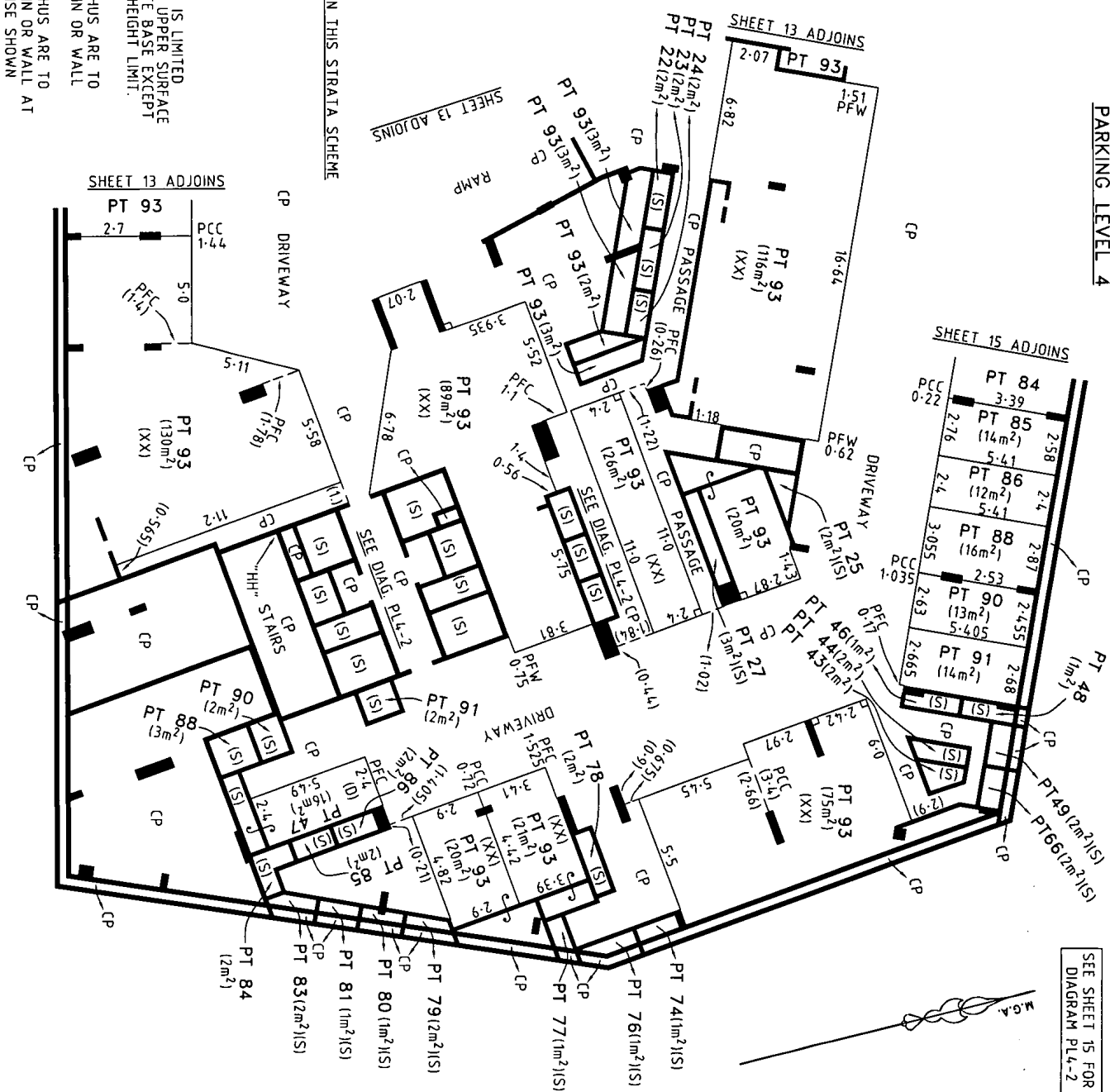
10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

\\Parramatta-3300\churchst\Final\Stage1

## PARKING LEVEL 4

SEE SHEET 15 FOR  
DIAGRAM PL4-2



THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO 10 BELOW THE UPPER SURFACE OF THE CONCRETE SLAB AT "HH" ON THIS SHEET.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

h DENOTES 90°  
(D) DENOTES DISABLED CARSPACE

(S) DENOTES STORE  
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

AND ARE APPROXIMATE ONLY.

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

PFC DENOTES PROLONGATION OF FACE OF COLUMN  
PFW DENOTES PROLONGATION OF FACE OF WALL

LOT 93 IS A DEVELOPMENT LOT.

|    |    |    |    |    |             |    |     |     |     |     |     |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG  
Subdivision No: 434-16  
Lengths are in metres. Reduction Ratio 1:200

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\\Paramatta-330ChurchSt\Final\Stage1









THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME  
THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

PFC DENOTES PROLONGATION OF FACE OF COLUMN

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

LOT 93 IS A DEVELOPMENT LOT.

CP DENOTES COMMON PROPERTY

(EEE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

Lengths are in metres. Reduction Ratio 1:200



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3.2.2017

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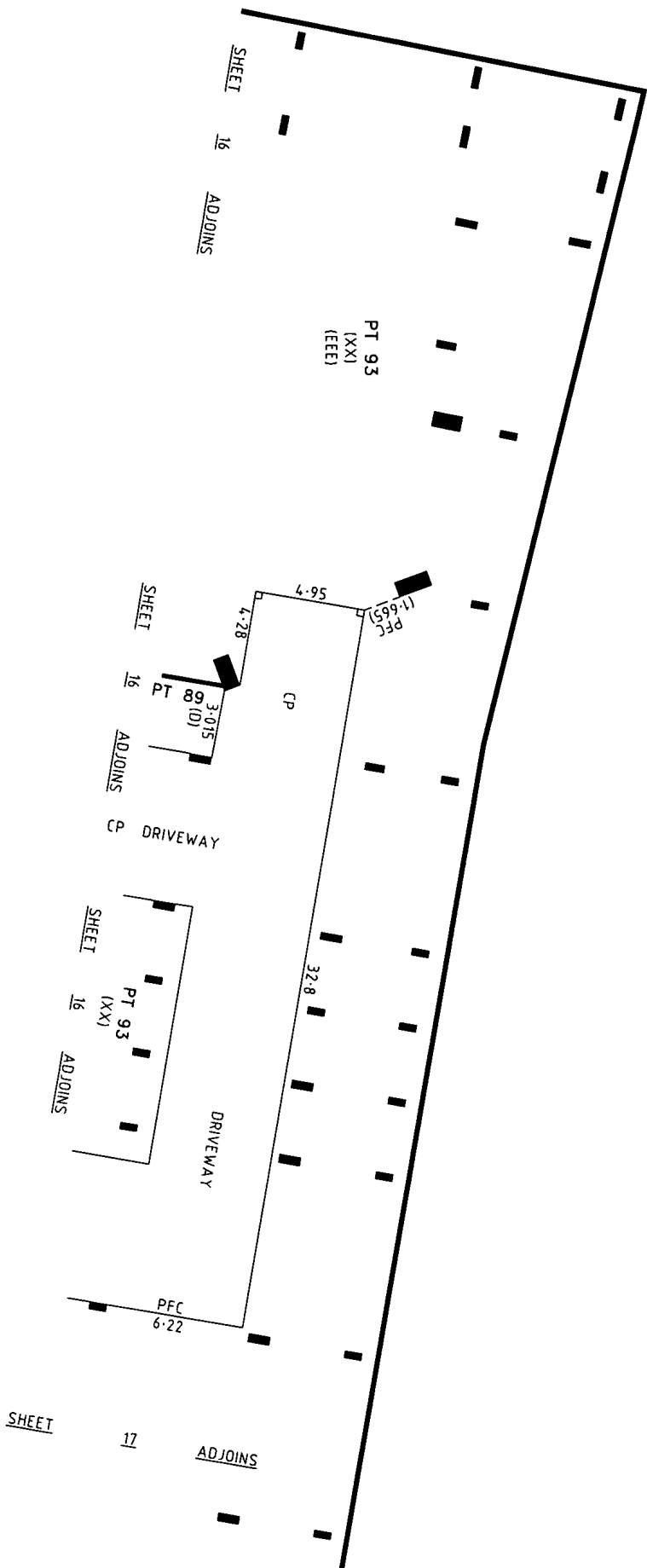
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Table of mm

\\Parramatta-330\ChurchSt\Final\Stage1

PARKING LEVEL 3

SEE SHEET 17 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT PARKING LEVEL 3



BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO  
THE CENTRE OF COLUMN OR WALL AT  
FACE UNLESS OTHERWISE SHOWN

└ DENOTES 90°

PFC DENOTES PROLONGATION OF FACE OF COLUMN  
(D) DENOTES DISABLED CARSPACE  
LOT 93 IS A DEVELOPMENT LOT.  
CP DENOTES COMMON PROPERTY

(EEE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

Registered  
3.2.2017

SP94469

Lengths are in metres. Reduction Ratio 1:200

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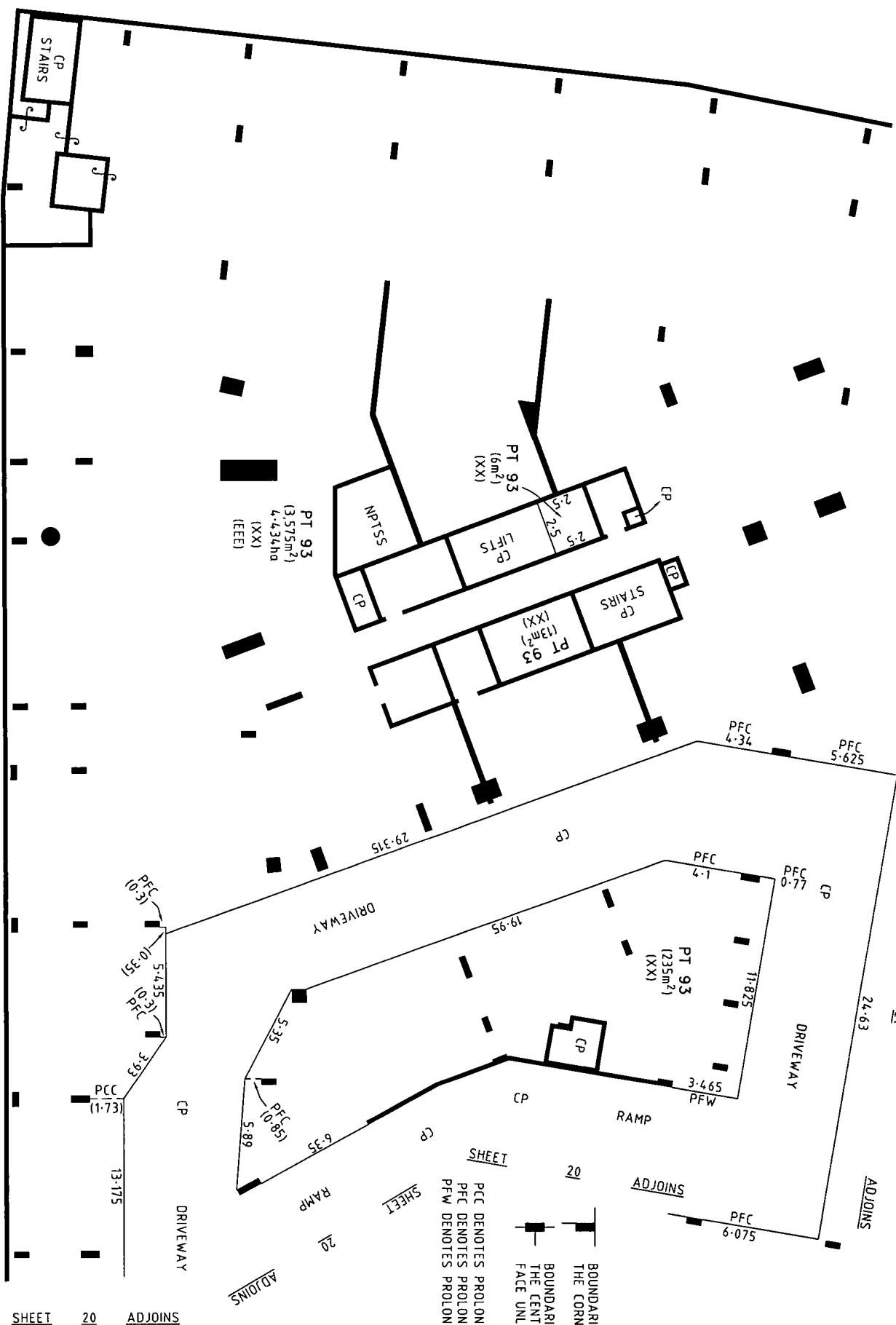
\\Paramatta-330ChurchSt\Final\Stage1

SHEET 21 ADJOINS

PARKING LEVEL 2

SHEET

SEE SHEET 20 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT PARKING LEVEL 2



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL  
BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN  
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN  
PFC DENOTES PROLONGATION OF FACE OF COLUMN  
PFW DENOTES PROLONGATION OF FACE OF WALL

(EEE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

LOT 93 IS A DEVELOPMENT LOT.  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.  
NPSS DENOTES NOT PART OF THIS STRATA SCHEME  
CP DENOTES COMMON PROPERTY

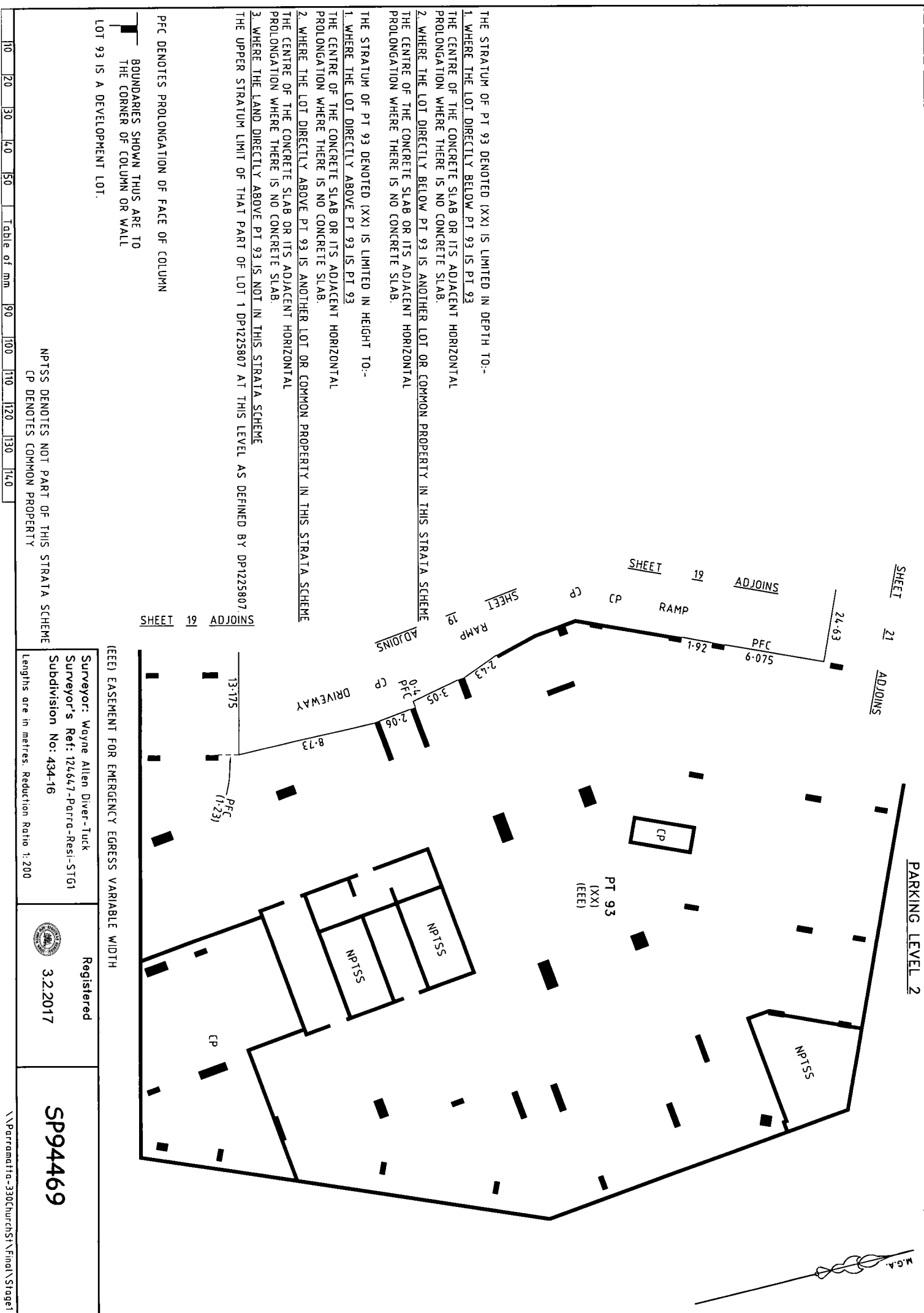
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Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16



Registered  
3.2.2017

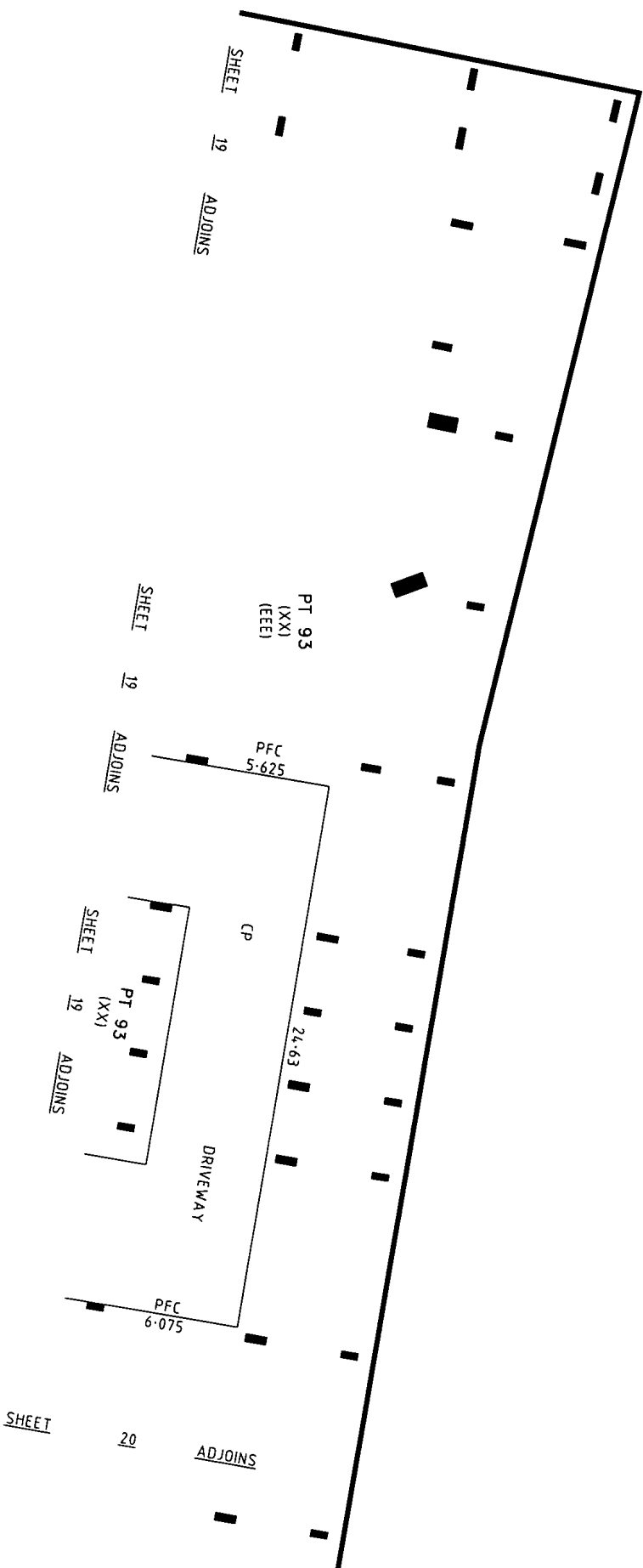
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\\Parramatta-330ChurchSt\Final\Stage1



PARKING LEVEL 2

SEE SHEET 20 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT PARKING LEVEL 2



BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

PFC DENOTES PROLONGATION OF FACE OF COLUMN  
LOT 93 IS A DEVELOPMENT LOT.  
CP DENOTES COMMON PROPERTY

(EEE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

Lengths are in metres. Reduction Ratio 1:200

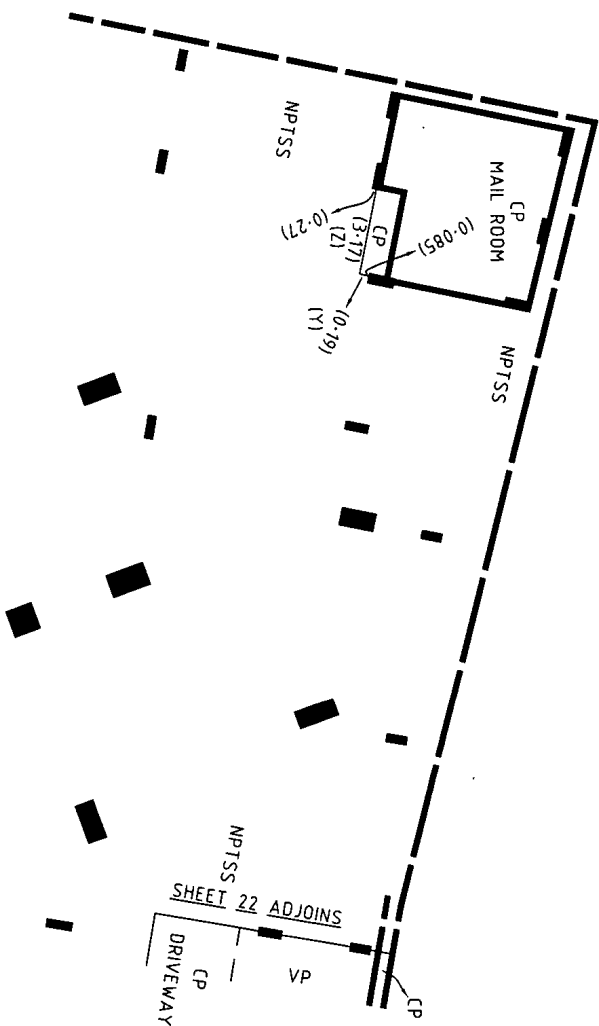
Registered  
3.2.2017

SP94469

10 20 30 40 50 Table of mm 90 100 110 120 130 140



## PARKING LEVEL 1



## HEIGHT STATEMENTS FROM SHEET 22

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME  
THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME  
THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

(Y) DENOTES 24°29'10"

(Z) DENOTES 114°29'10"

VP DENOTES VISITOR PARKING-CP

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

CP DENOTES COMMON PROPERTY

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

Lengths are in metres. Reduction Ratio 1:200

Registered

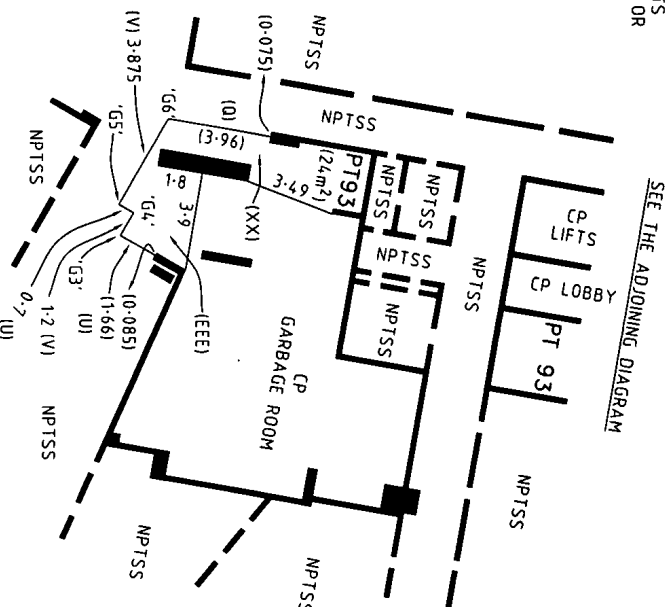
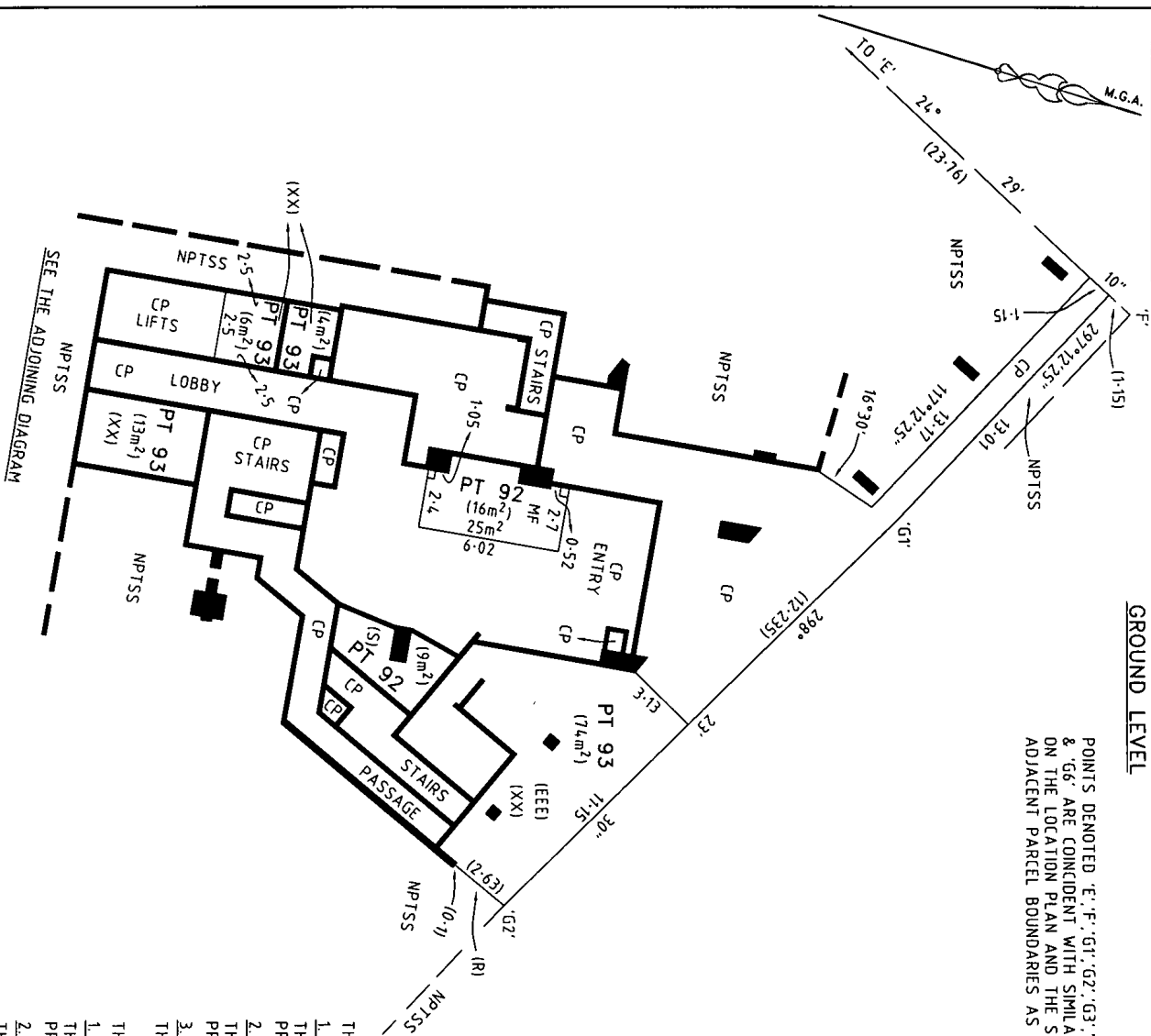
3.2.2017

SP94469

\\Parramatta-330ChurchSt\Final\Stage1

GROUND LEVEL

POINTS DENOTED 'E', 'F', 'G1', 'G2', 'G3', 'G4', 'G5' & 'G6' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.



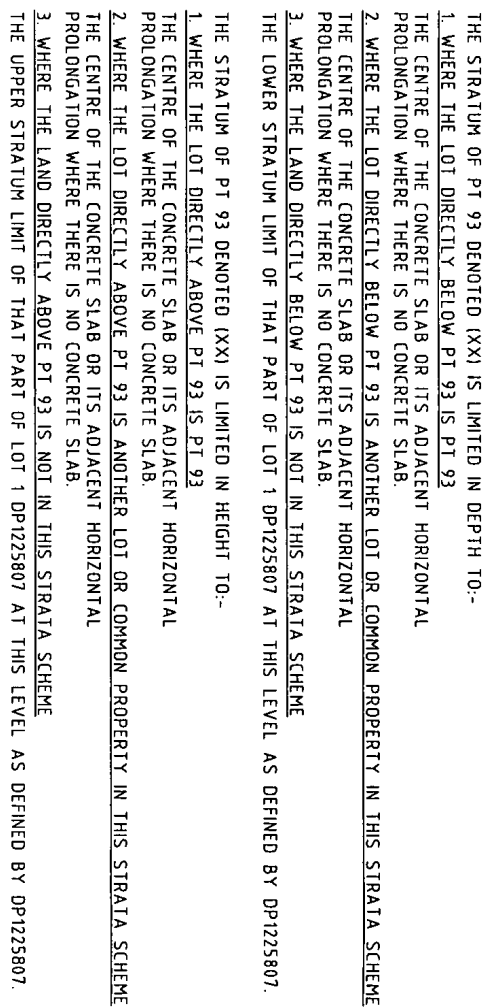
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-  
 1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
 2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
 3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME  
 THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-  
 1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
 2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
 3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME  
 THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

|  |  |            |  |
|--|--|------------|--|
| Surveyor: Wayne Allen Diver-Tuck             |  | Registered |  |
| Surveyor's Ref: 124647-Parramatta-Resi-STG1  |  | 3.2.2017   |  |
| Subdivision No: 434-16                       |  | SP94469    |  |
| Lengths are in metres. Reduction Ratio 1:200 |  |            |  |

| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
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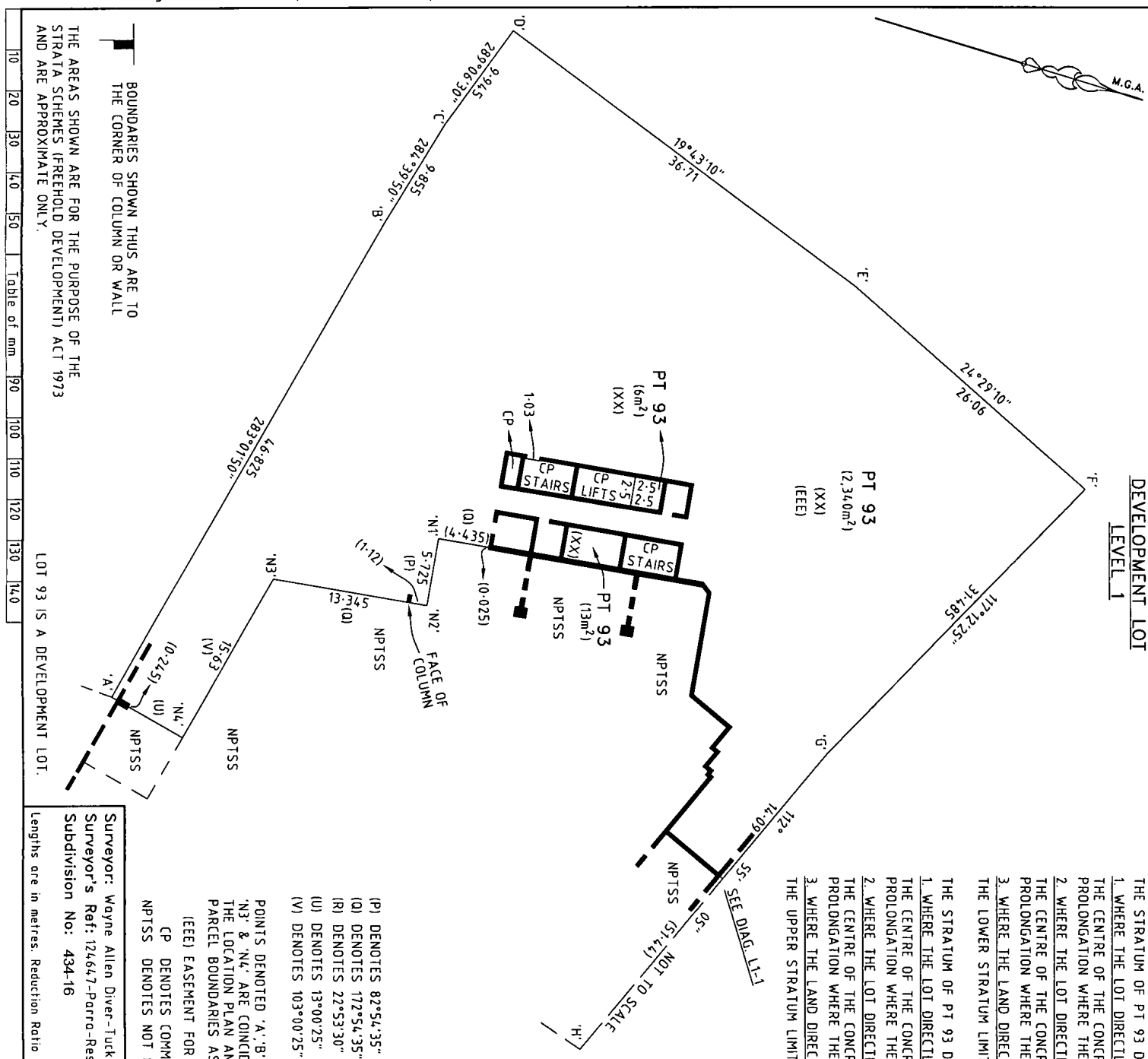


BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

3.2.2017

DEVELOPMENT LOT  
LEVEL 1

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-  
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME  
THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.  
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-  
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME  
THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

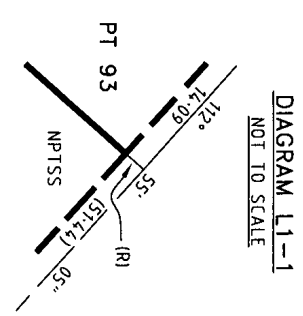
Registered  
3.2.2017

SP94469

(P) DENOTES 82°54.35"  
(O) DENOTES 172°54.35"  
(R) DENOTES 22°53.30"  
(U) DENOTES 13°00.25"  
(V) DENOTES 103°00.25"

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'N1', 'N2', 'N3' & 'N4' ARE CONSIDERED WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(EE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH  
CP DENOTES COMMON PROPERTY  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME



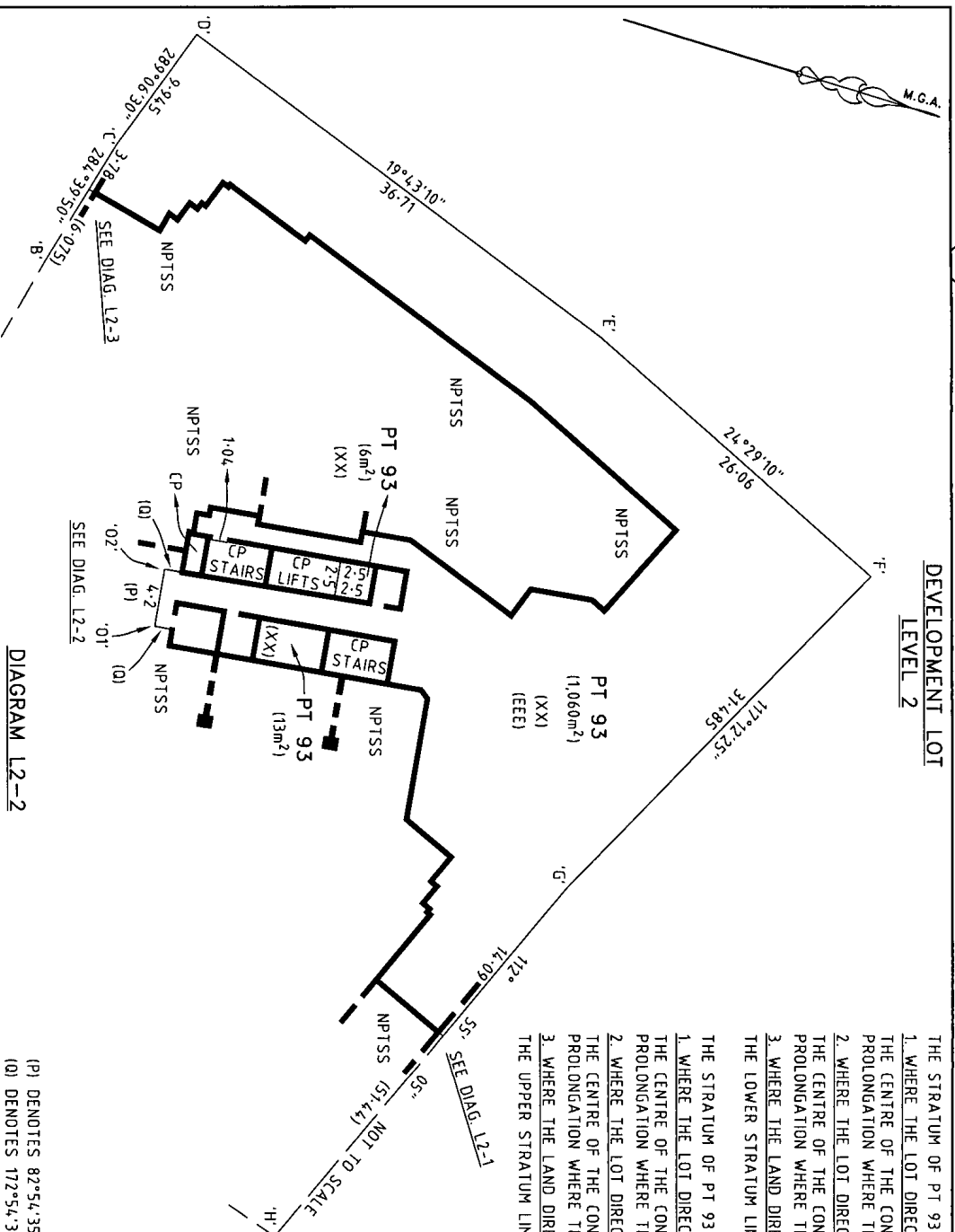
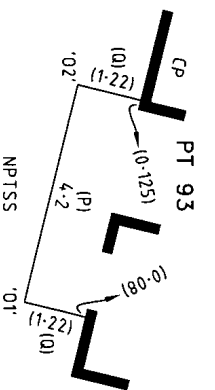
DEVELOPMENT LOT  
LEVEL 2

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

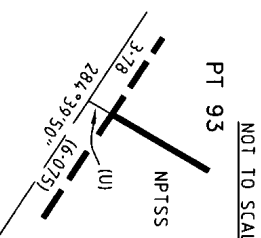
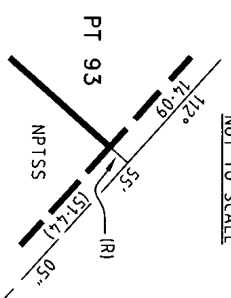
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

DIAGRAM L2-2  
NOT TO SCALE

- (P) DENOTES 82°54'35"  
(Q) DENOTES 172°54'35"  
(R) DENOTES 22°53'30"  
(U) DENOTES 13°00'25"

DIAGRAM L2-3  
NOT TO SCALEDIAGRAM L2-1  
NOT TO SCALE

POINTS DENOTED 'B','C','D','E','F','G','H','I' & 'O2' ARE CONCURRENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(EEE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

CP DENOTES COMMON PROPERTY

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12647-Parramatta-Resi-STG1  
Subdivision No: 434-16

Registered  
3.2.2017

SP94469

Lengths are in metres. Reduction Ratio 1:350

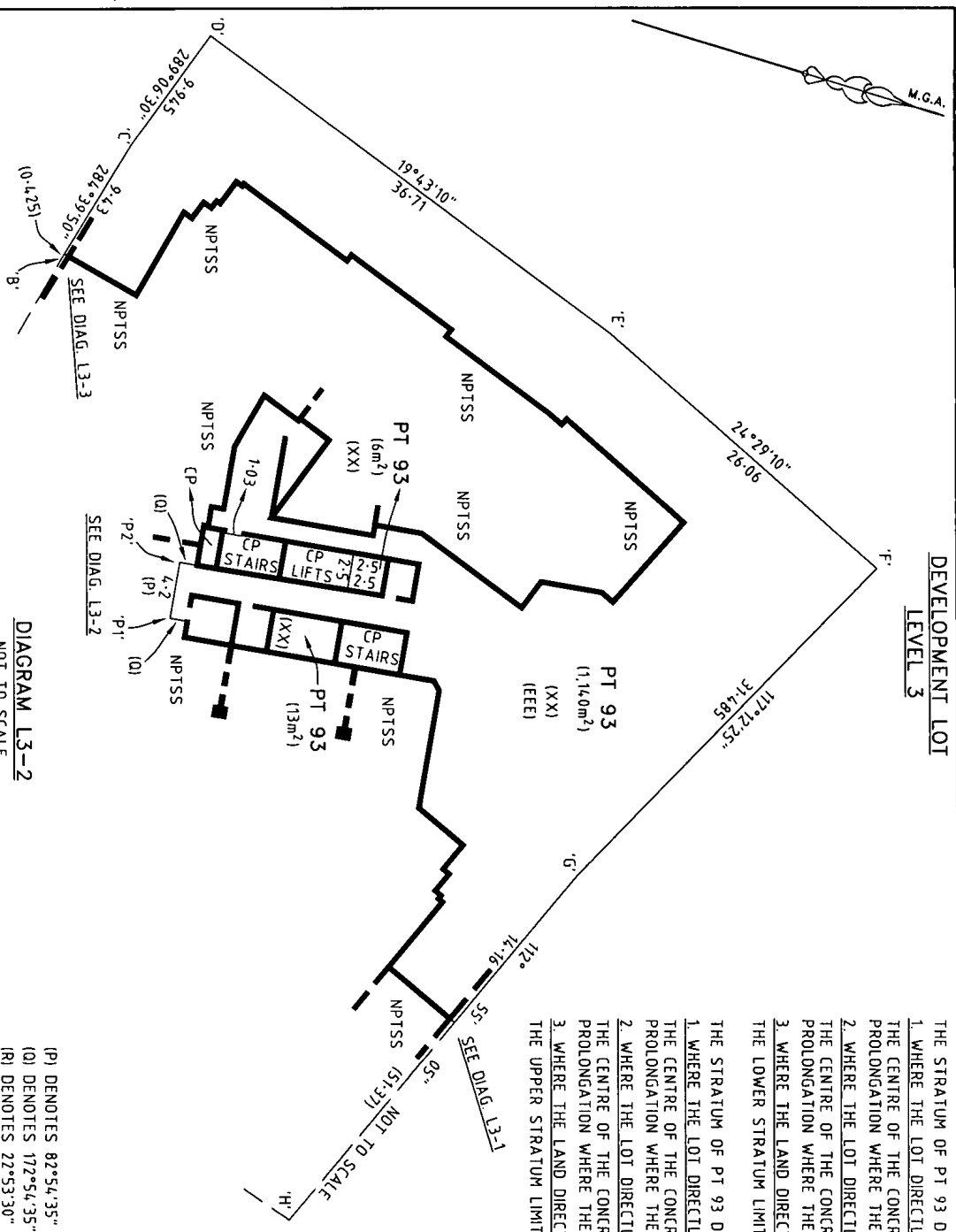
\\Parramatta-330ChurchSt\Final\Stage1

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

DEVELOPMENT LOT  
LEVEL 3

- THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93
  2. THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
  3. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
- THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME
- THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.
- THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
  2. THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
  3. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
- THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME
- THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.



(P) DENOTES 82°54'35"  
(Q) DENOTES 172°54'35"  
(R) DENOTES 22°53'30"  
(U) DENOTES 13°00'25"

POINTS DENOTED 'B','C','D','E','F','G','H','P1' & 'P2' ARE CONCURRENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(EEE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH  
CP DENOTES COMMON PROPERTY  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

DIAGRAM L3-1  
NOT TO SCALE

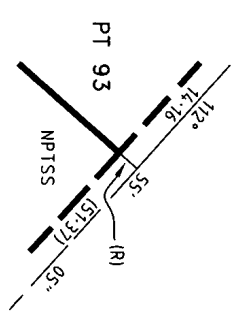


DIAGRAM L3-3  
NOT TO SCALE

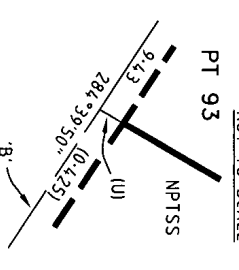
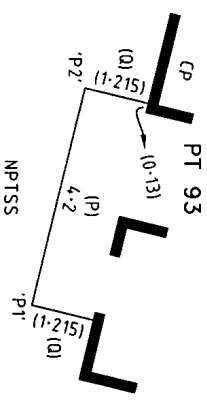


DIAGRAM L3-2  
NOT TO SCALE



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL  
LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12647-Parra-Resi-STG1  
Subdivision No: 434-16

Registered  
3.2.2017

SP94469

|             |    |    |    |    |    |    |    |    |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

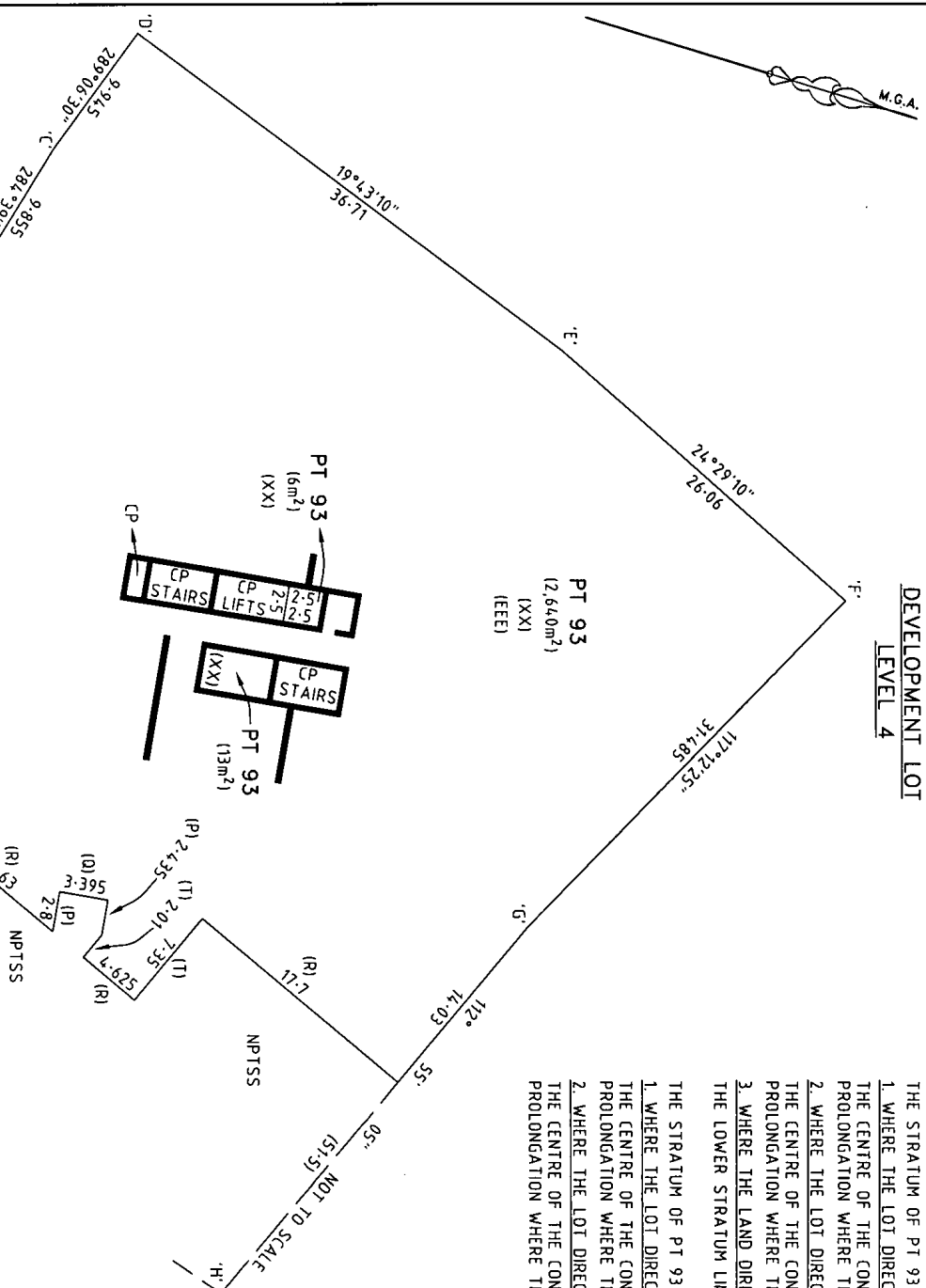
DEVELOPMENT LOT  
LEVEL 4

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

- (P) DENOTES 82°54'35"  
 (O) DENOTES 172°54'35"  
 (R) DENOTES 22°53'30"  
 (T) DENOTES 112°53'30"  
 (U) DENOTES 13°00'25"
- POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H' ARE CONCURRENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.
- (EE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH  
 CP DENOTES COMMON PROPERTY  
 NPSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-STG1  
 Subdivision No: 434-16

Registered

3.2.2017

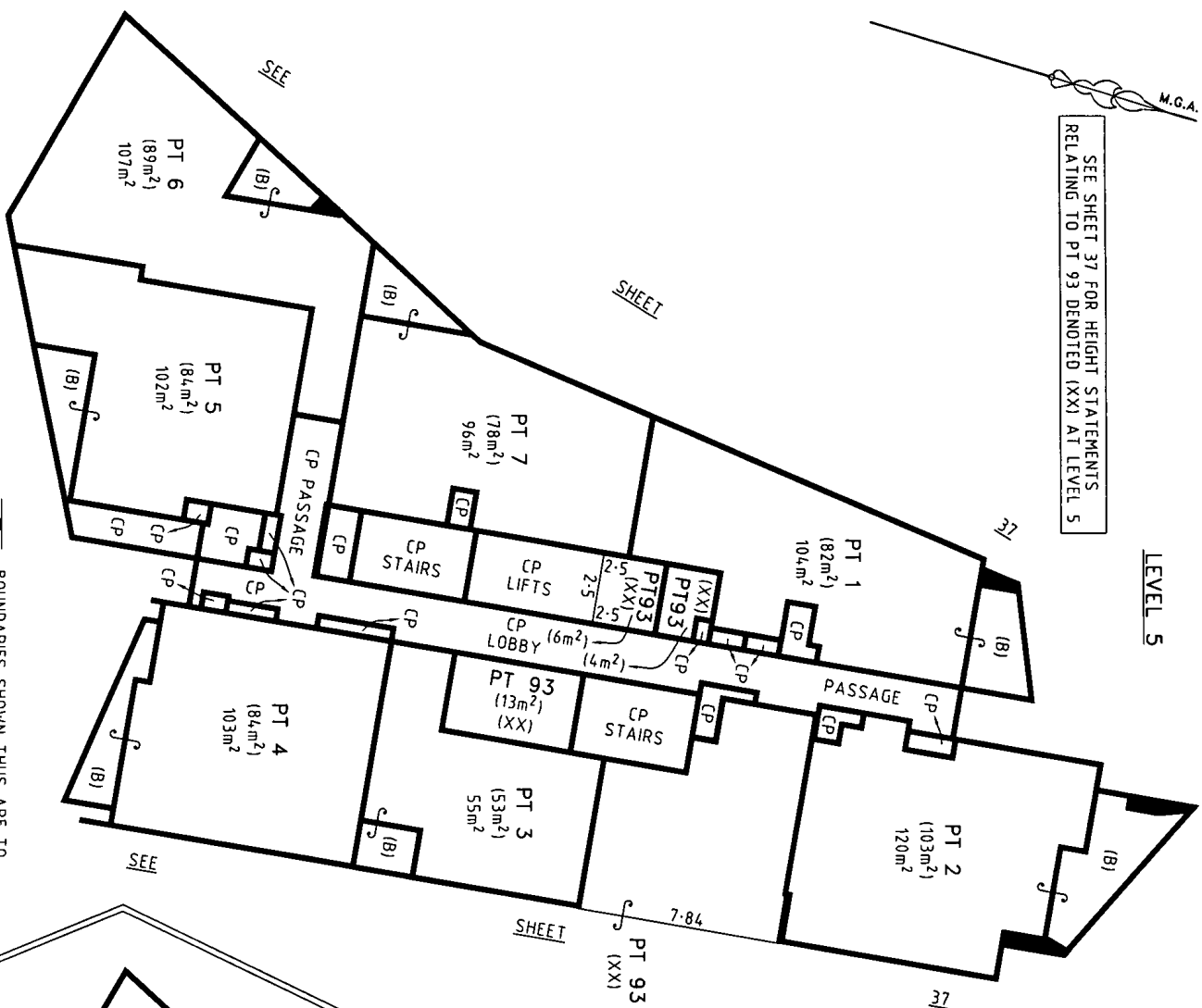
SP94469

Lengths are in metres. Reduction Ratio 1:350

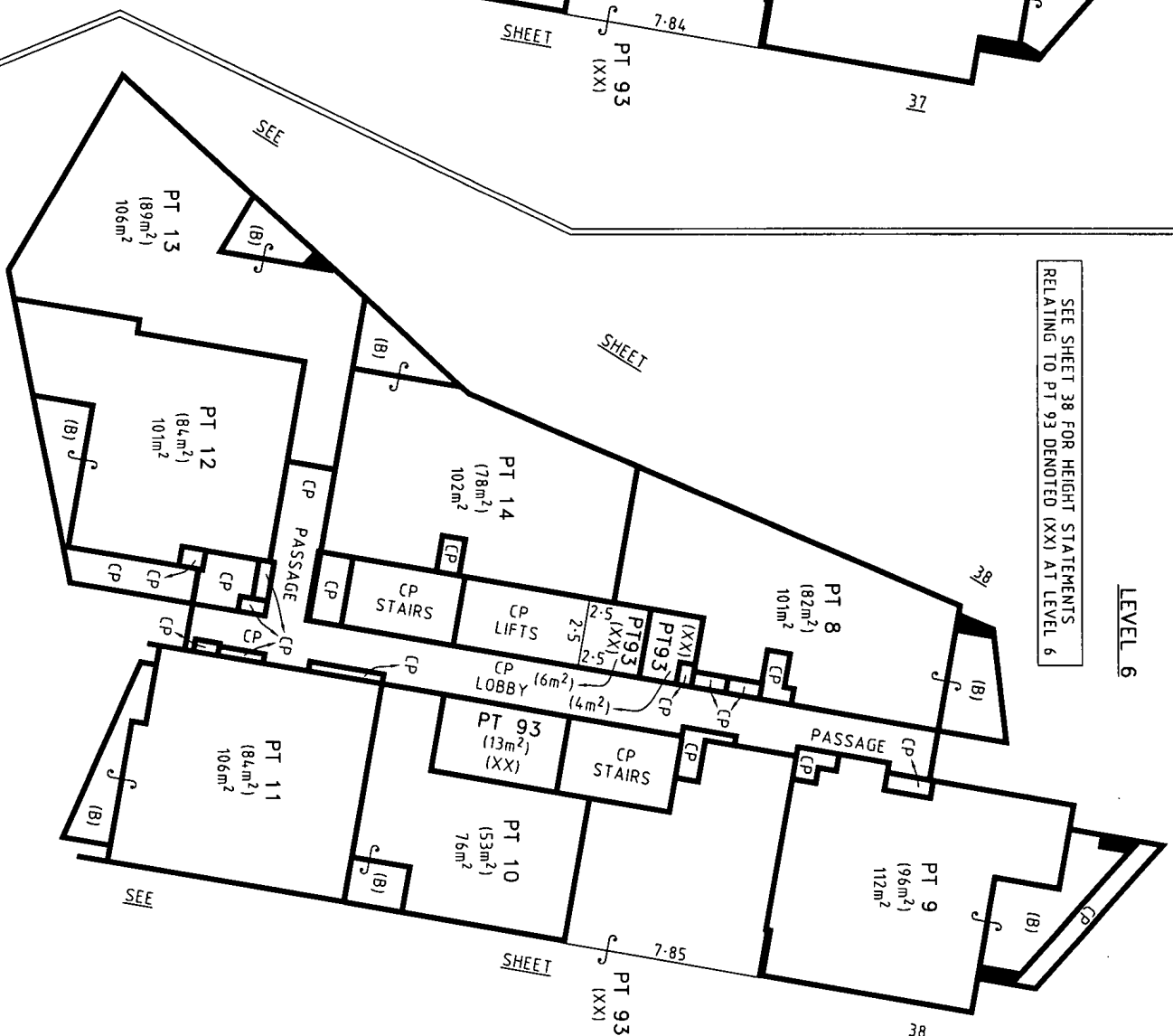
\\Parramatta-3300\churns\Final\Strat1

SEE SHEET 37 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT LEVEL 5

## LEVEL 5

SEE SHEET 38 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT LEVEL 6

## LEVEL 6



PLAN AMENDED BY SURVEYOR DATE 17/1/17

(B) DENOTES BALCONY (Covered)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

LOT 93 IS A DEVELOPMENT LOT.  
TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16  
Lengths are in metres. Reduction Ratio 1:200



Registered  
3.2.2017

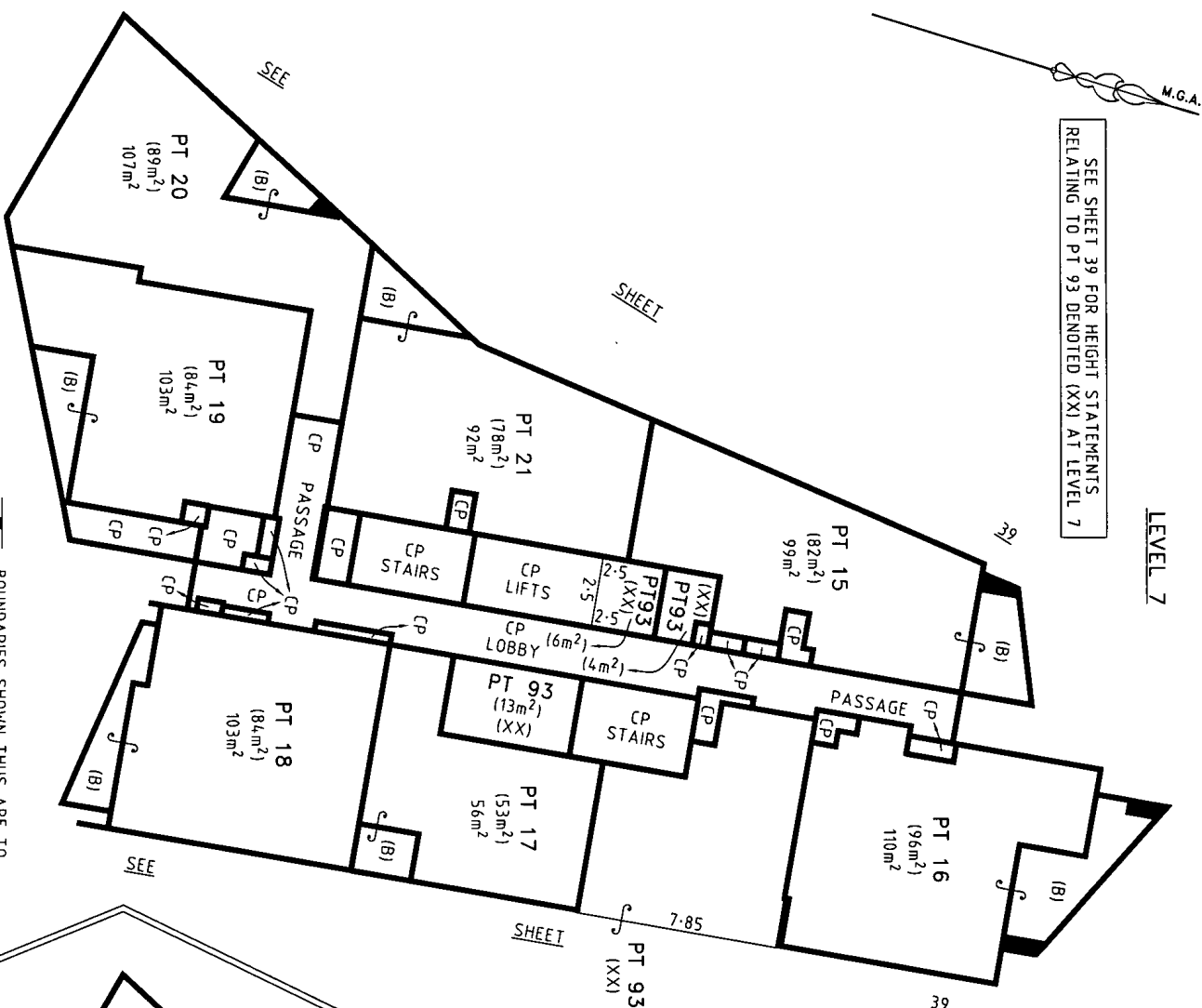
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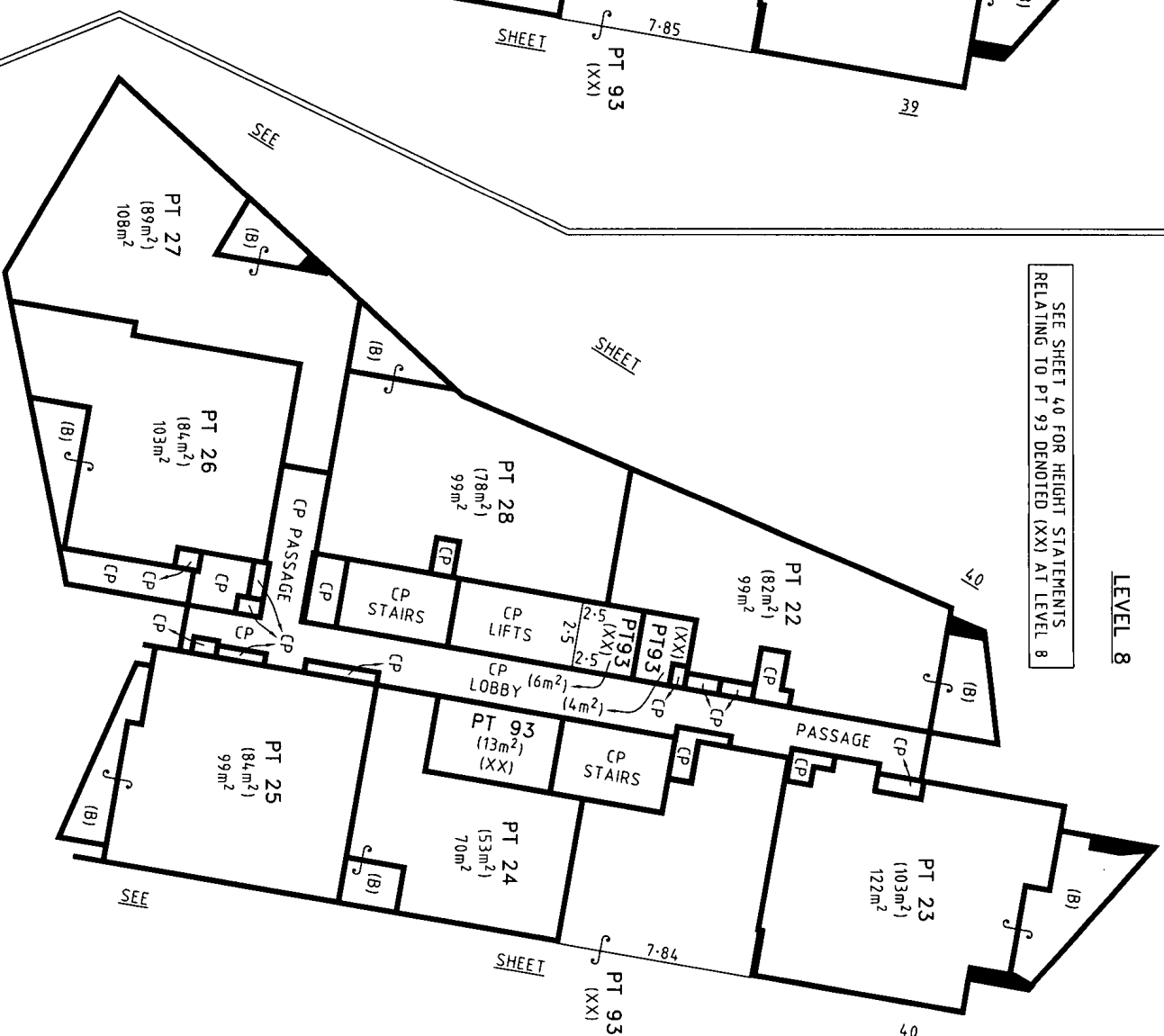
## LEVEL 7

SEE SHEET 39 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT LEVEL 7



## LEVEL 8

SEE SHEET 40 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT LEVEL 8



(B) DENOTES BALCONY (covered)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

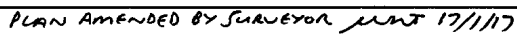
LOT 93 IS A DEVELOPMENT LOT.  
TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12647-Parra-Resi-STG1  
Subdivision No: 434-16

Registered  
3.2.2017

SP94469

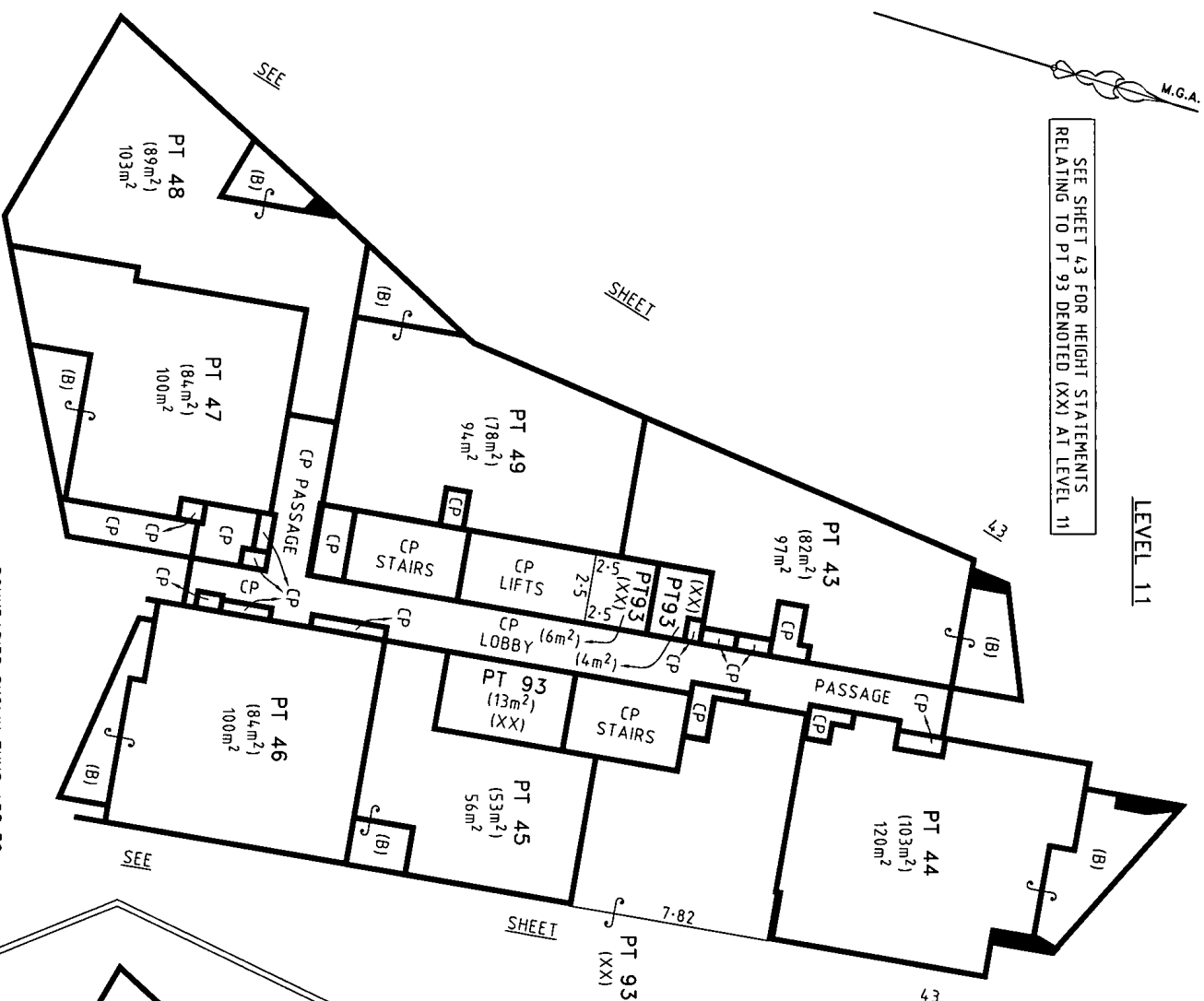
PLAN AMENDED BY SURVEYOR DATE 17/11/17





## LEVEL 11

SEE SHEET 43 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT LEVEL 11



## LEVEL 12

SEE SHEET 44 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT LEVEL 12



(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12647-Parra-Resi-STG1  
Subdivision No: 434-16

Registered

3.2.2017

SP94469

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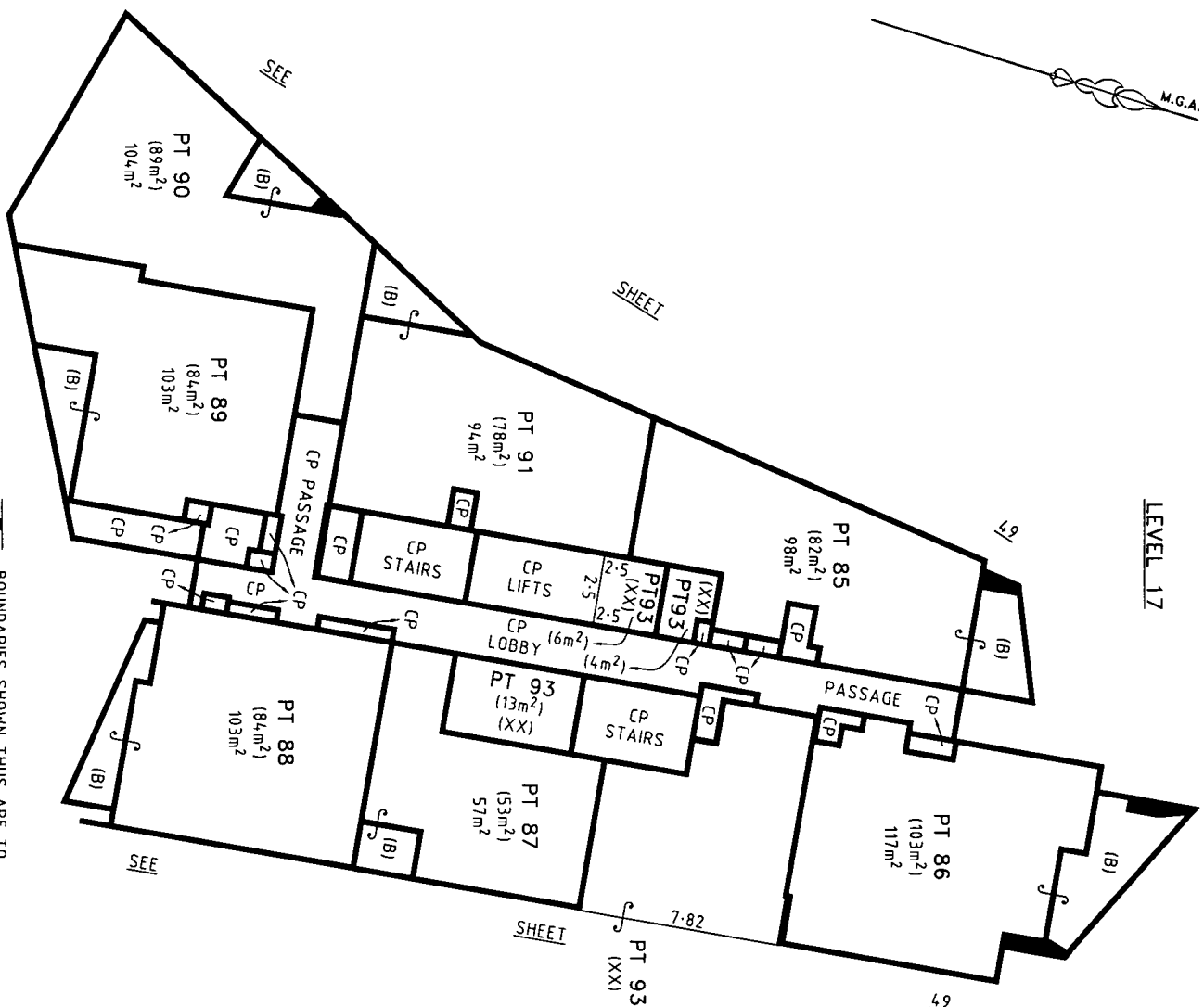
Lengths are in metres. Reduction Ratio 1:200

\\Parramatta-330C\urctst\Final\Strat1





SEE SHEET 49 FOR HEIGHT STATEMENTS  
RELATING TO PT 93 DENOTED (XX) AT LEVEL 17



PLAN AMENDED BY SURVEYOR DATE 17/1/17

(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

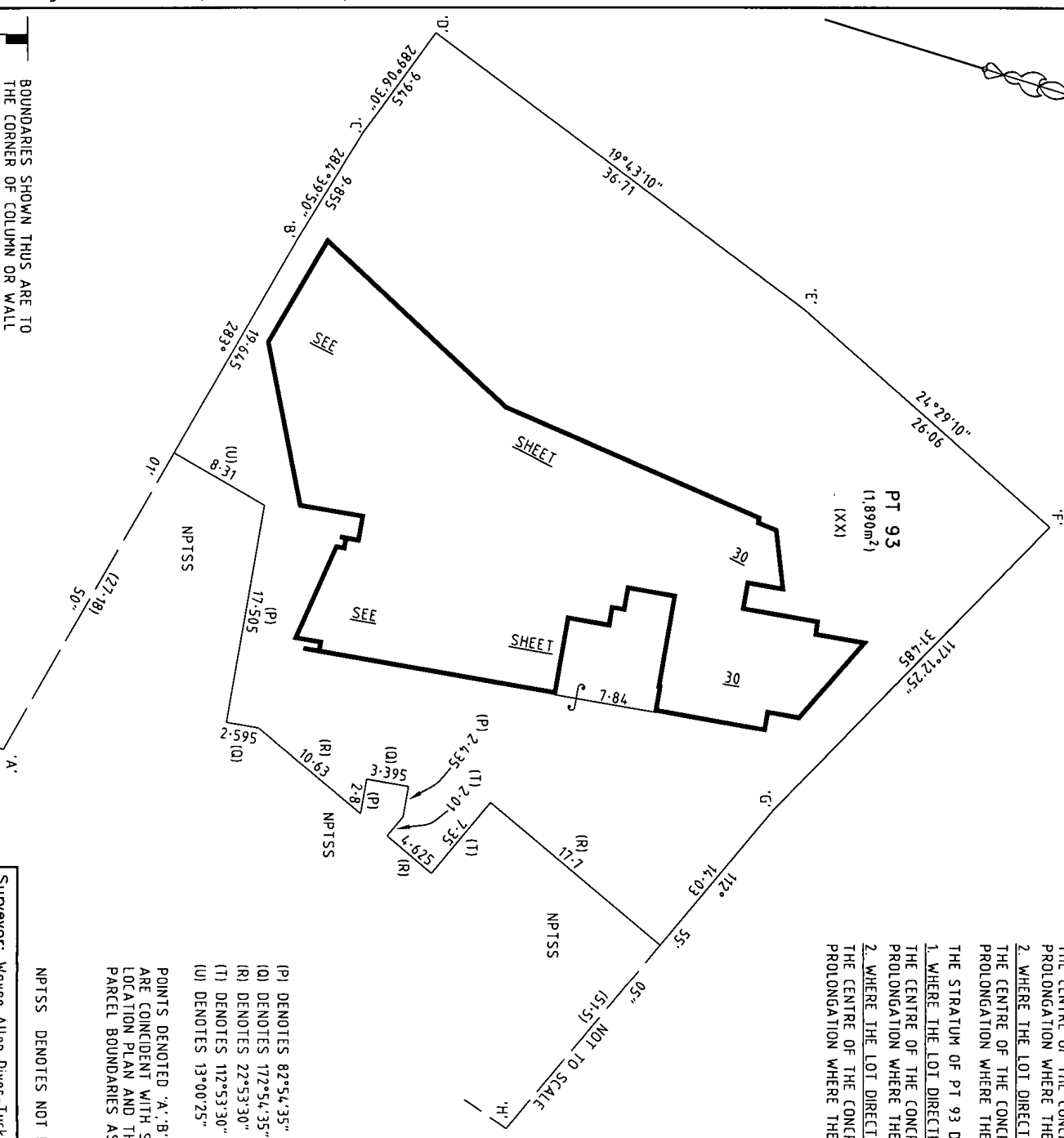
Registered  
3.2.2017

SP94469

\\Parramatta-330C\churchs\Final\Stage1

DEVELOPMENT LOT  
LEVEL 5

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-  
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-  
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



(P) DENOTES 82°54'35"  
(O) DENOTES 172°54'35"  
(R) DENOTES 22°53'30"  
(T) DENOTES 112°53'30"  
(U) DENOTES 13°00'25"

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.


NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

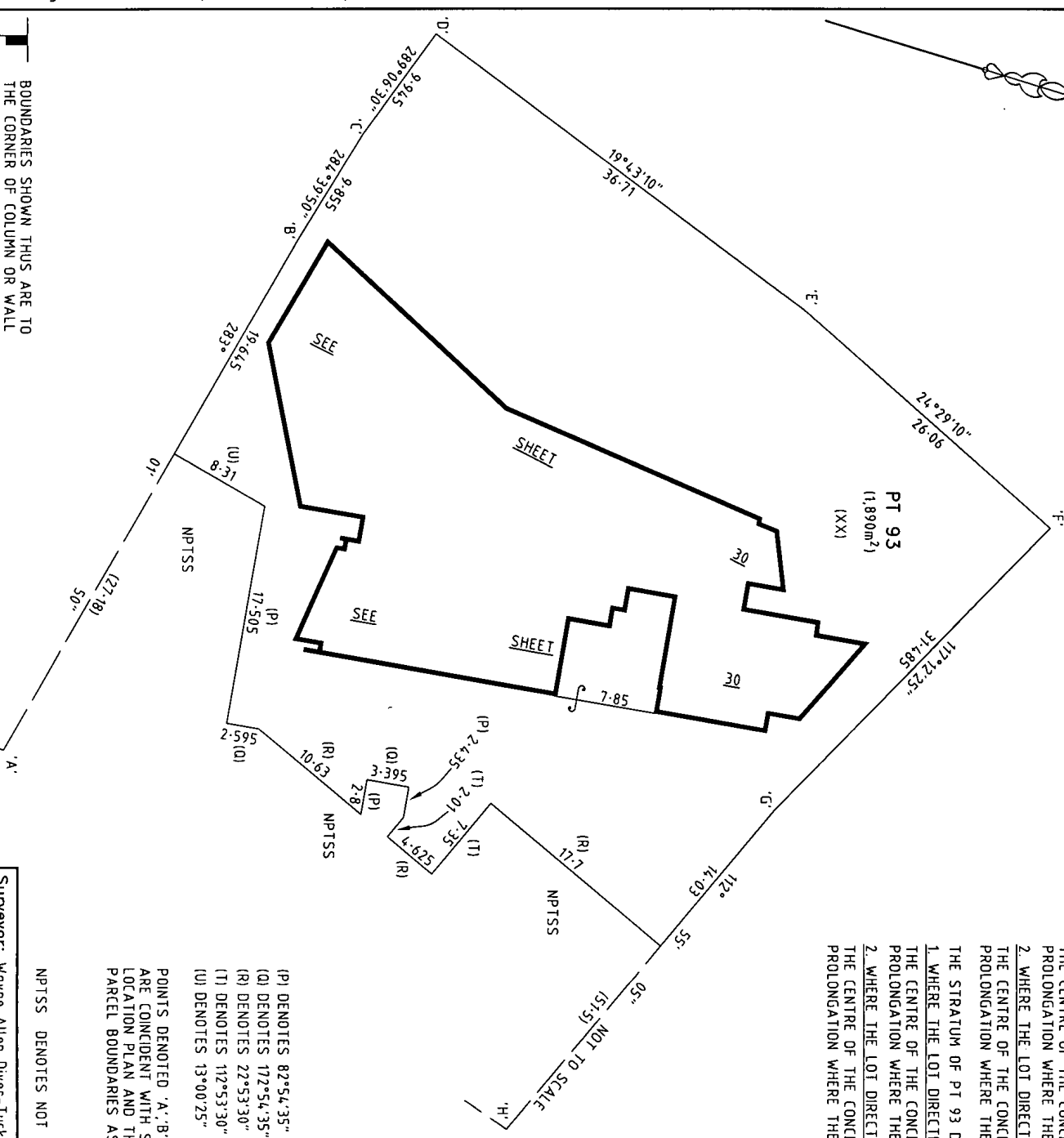
|    |    |    |    |    |             |    |     |     |     |     |     |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

|   |  |  |         |
|---|--|--|---------|
| Surveyor: Wayne Allen Diver-Tuck<br>Surveyor's Ref: 12647-Parra-Resi-STG1<br>Subdivision No: 434-16 |  | <br>3.2.2017 | SP94469 |
| Lengths are in metres. Reduction Ratio 1:350  |  |  |         |

\\Parramatta-330ChurchSt\Final\Stage1

DEVELOPMENT LOT  
LEVEL 6

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-  
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-  
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



- (P) DENOTES 82°54'35"  
(Q) DENOTES 172°54'35"  
(R) DENOTES 22°53'30"  
(T) DENOTES 112°53'30"  
(U) DENOTES 13°00'25"
- POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H'  
ARE COINCIDENT WITH SIMILAR POINTS ON THE  
LOCATION PLAN AND THE SUBJECT OR ADJACENT  
PARCEL BOUNDARIES AS SHOWN.

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

|  |    |    |    |    |    |    |    |    |     |     |     |     |     |
|--|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10                                     | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm                            |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Surveyor: Wayne Allen Diver-Tuck       |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Surveyor's Ref: 124647-Parra-Resi-STG1 |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Subdivision No: 434-16                 |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Registered                             |    |    |    |    |    |    |    |    |     |     |     |     |     |
| 3.2.2017                               |    |    |    |    |    |    |    |    |     |     |     |     |     |
| SP94469                                |    |    |    |    |    |    |    |    |     |     |     |     |     |

Lengths are in metres. Reduction Ratio 1:350

\\Parramatta-330C\hurchs\Final\Stage1

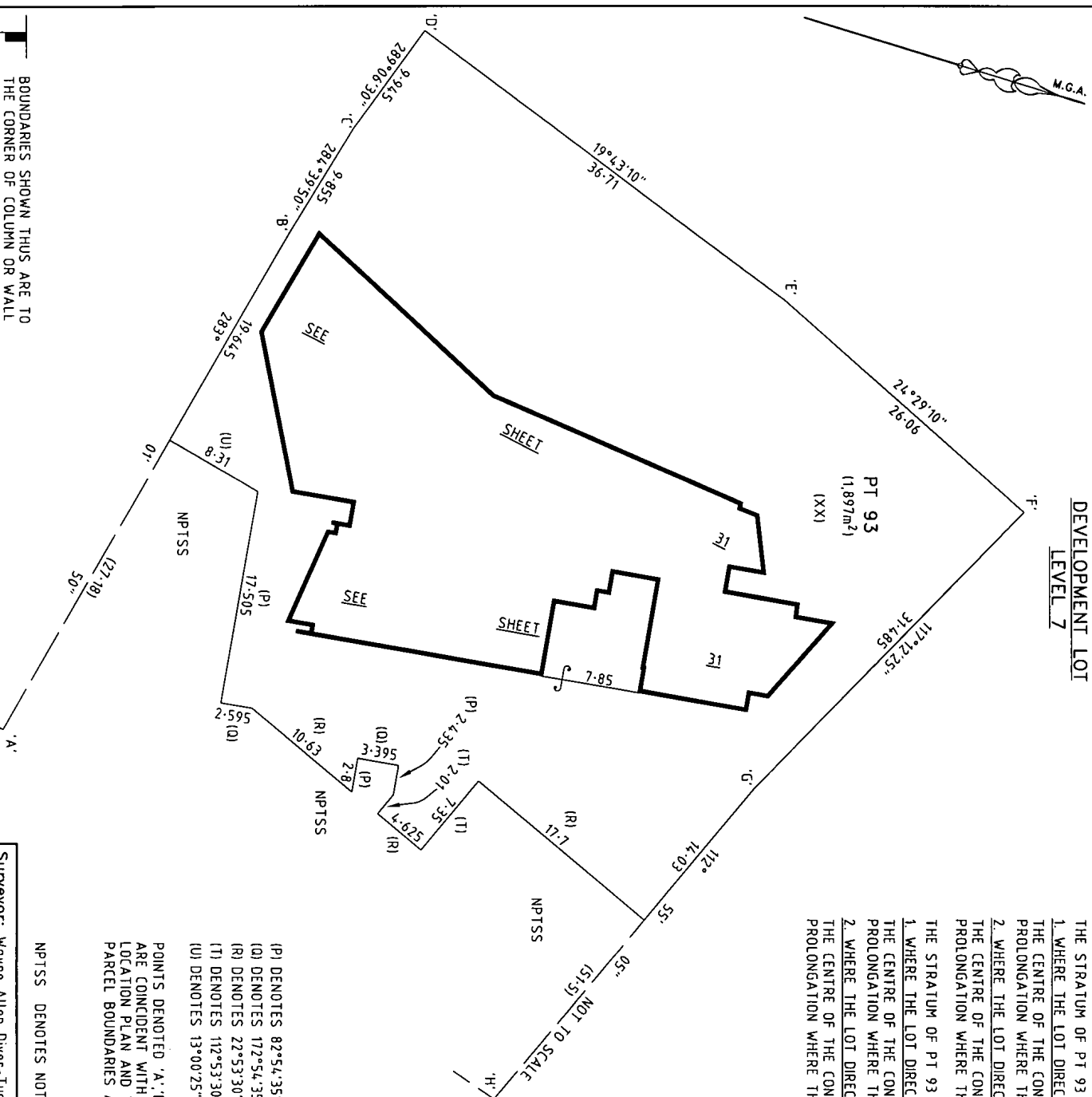
DEVELOPMENT LOT  
LEVEL 7

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



(P) DENOTES 82°54'35"  
 (Q) DENOTES 172°54'35"  
 (R) DENOTES 22°53'30"  
 (T) DENOTES 112°53'30"  
 (U) DENOTES 13°00'25"

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

NPSS DENOTES NOT PART OF THIS STRATA SCHEME

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALLTHE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-STG1  
 Subdivision No: 434-16

Lengths are in metres. Reduction Ratio 1:350

Registered  
 3.2.2017

SP94469

\\Parramatta-330ChurchSt\Final\Stage1

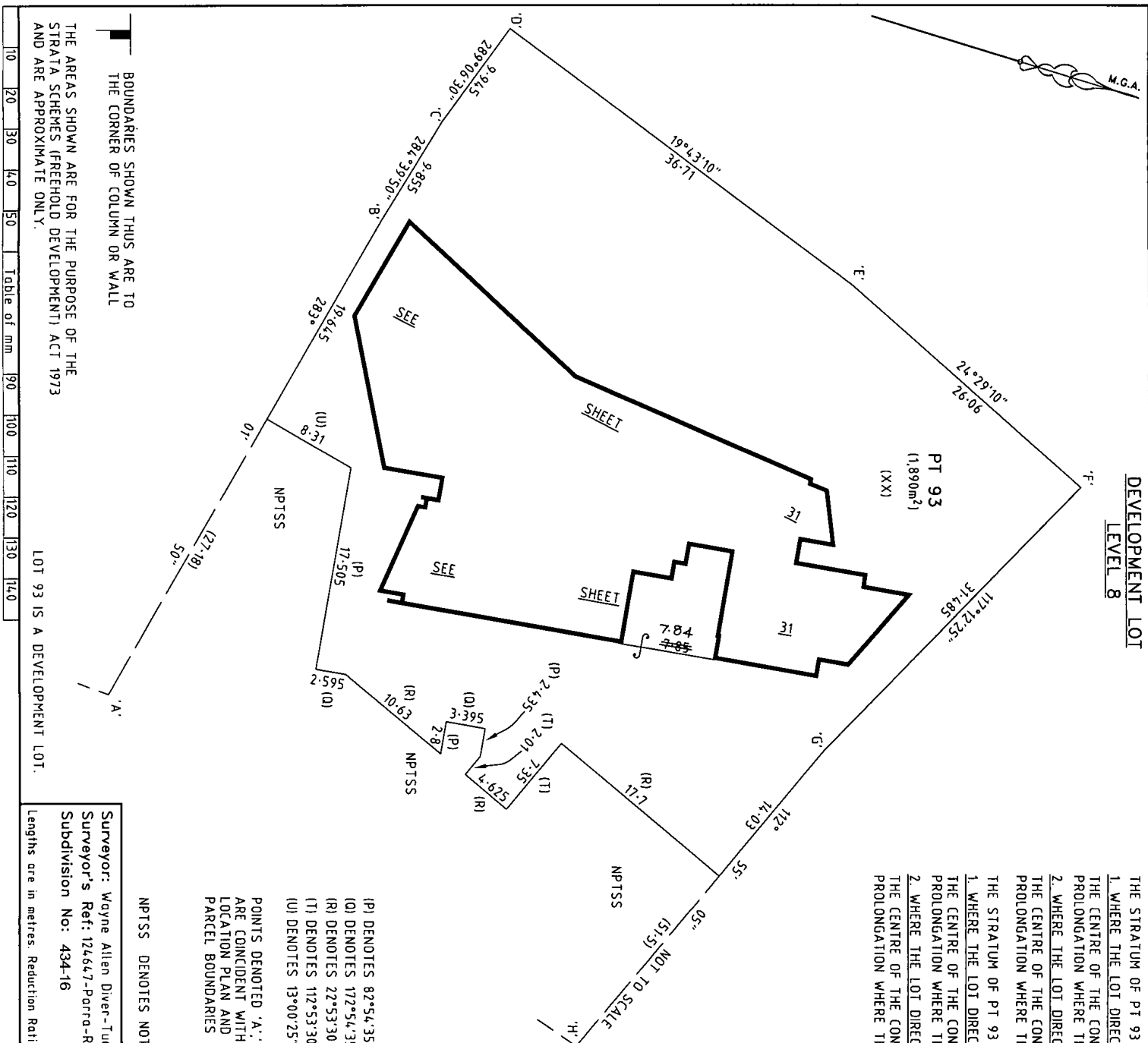
DEVELOPMENT LOT  
LEVEL 8

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



PLAN AMENDED BY SURVEYOR 17/1/17

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-STG1  
 Subdivision No: 434-16



Registered

SP94469



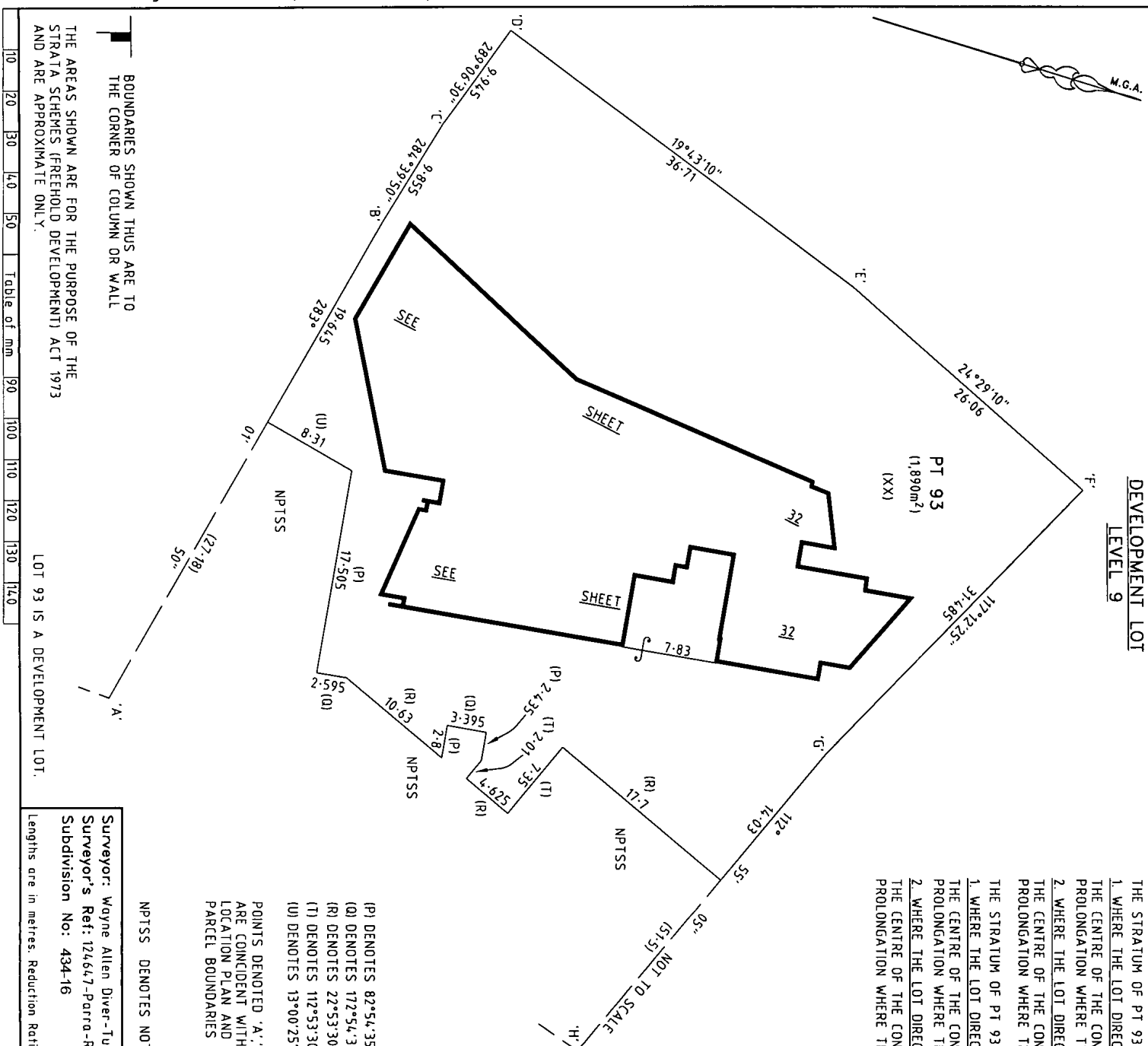
DEVELOPMENT LOT  
LEVEL 9

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

NP TSS DENOTES NOT PART OF THIS STRATA SCHEME

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

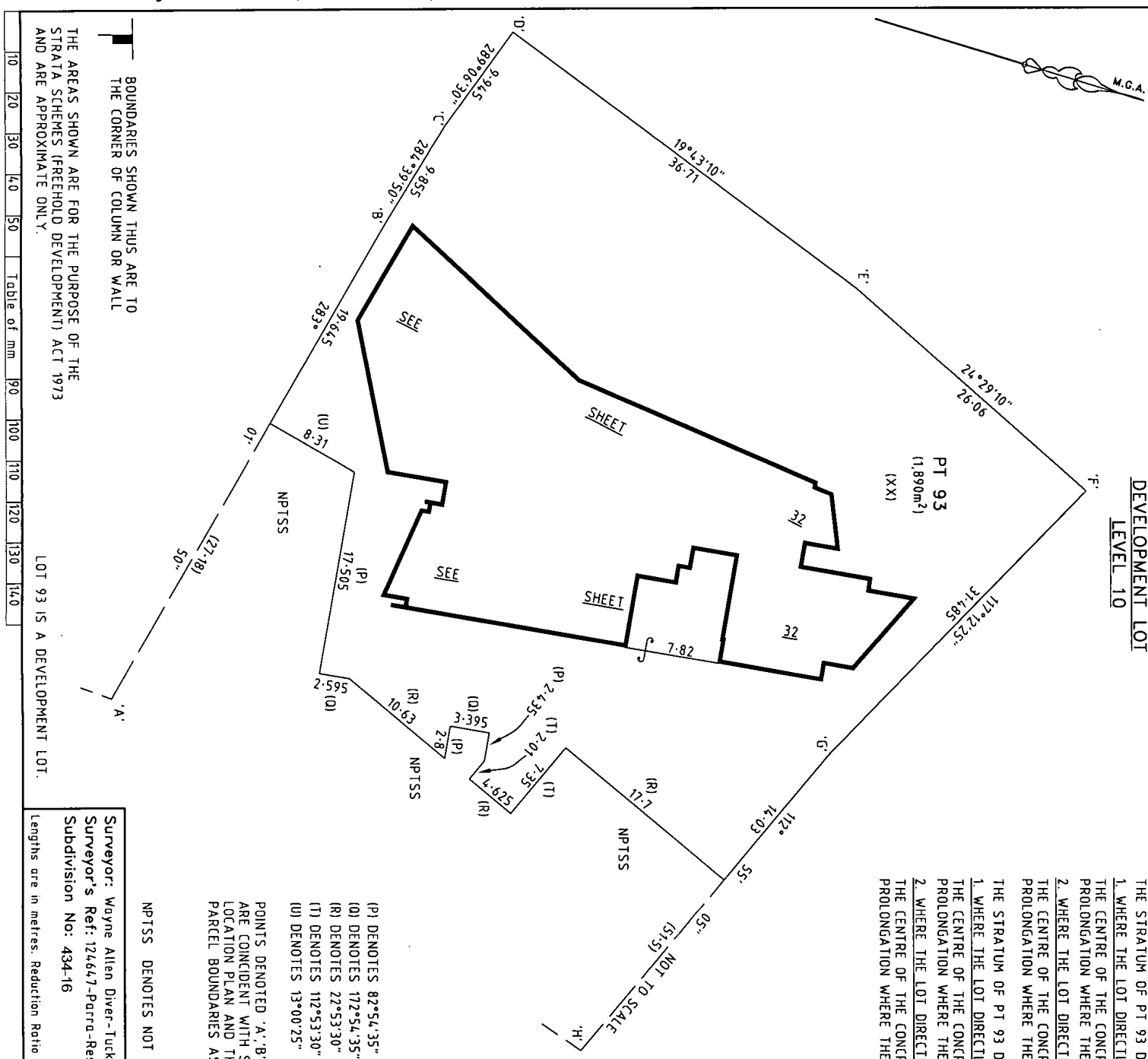
|  |                        |         |
|--|------------------------|---------|
| Surveyor: Wayne Allen Diver-Tuck<br>Surveyor's Ref: 124647-Parra-Resi-STG1<br>Subdivision No: 434-16 | Registered<br>3.2.2017 | SP94469 |
|--|------------------------|---------|

Lengths are in metres. Reduction Ratio 1:350

\\Parramatta-330C\churchst\Final\Strat1

DEVELOPMENT LOT  
LEVEL 10

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-  
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-  
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



DEVELOPMENT LOT  
LEVEL 11

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

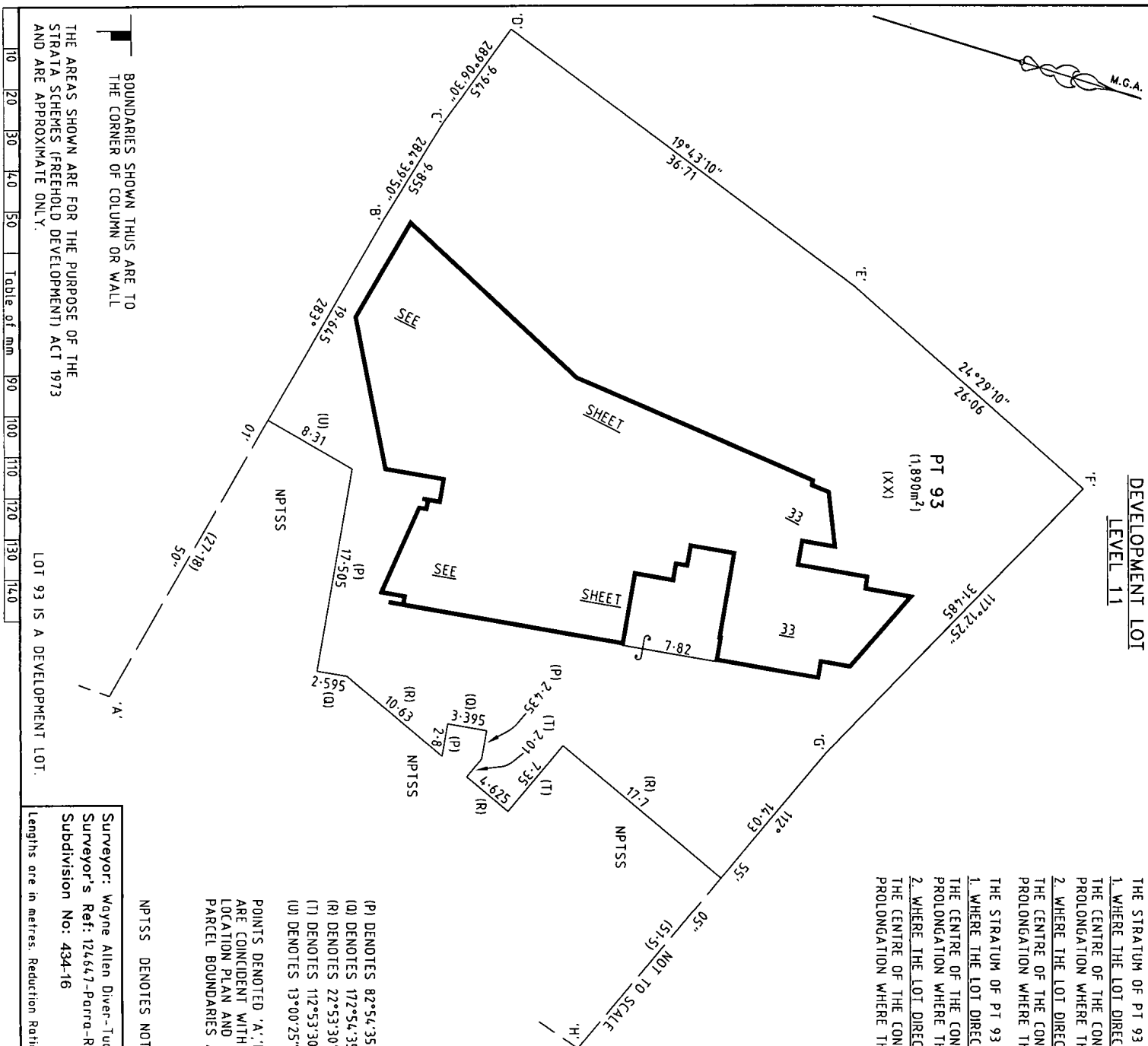
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



(P) DENOTES 82°54'35"  
(Q) DENOTES 172°54'35"  
(R) DENOTES 22°53'30"  
(T) DENOTES 112°53'30"  
(U) DENOTES 13°00'25"

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H'  
ARE CONSIDERED WITH SIMILAR POINTS ON THE  
LOCATION PLAN AND THE SUBJECT OR ADJACENT  
PARCEL BOUNDARIES AS SHOWN.

NPSS DENOTES NOT PART OF THIS STRATA SCHEME

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

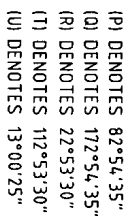
Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

Registered  
3.2.2017

SP94469

## LEVEL 12

PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

SP94469

DEVELOPMENT LOT  
LEVEL 13

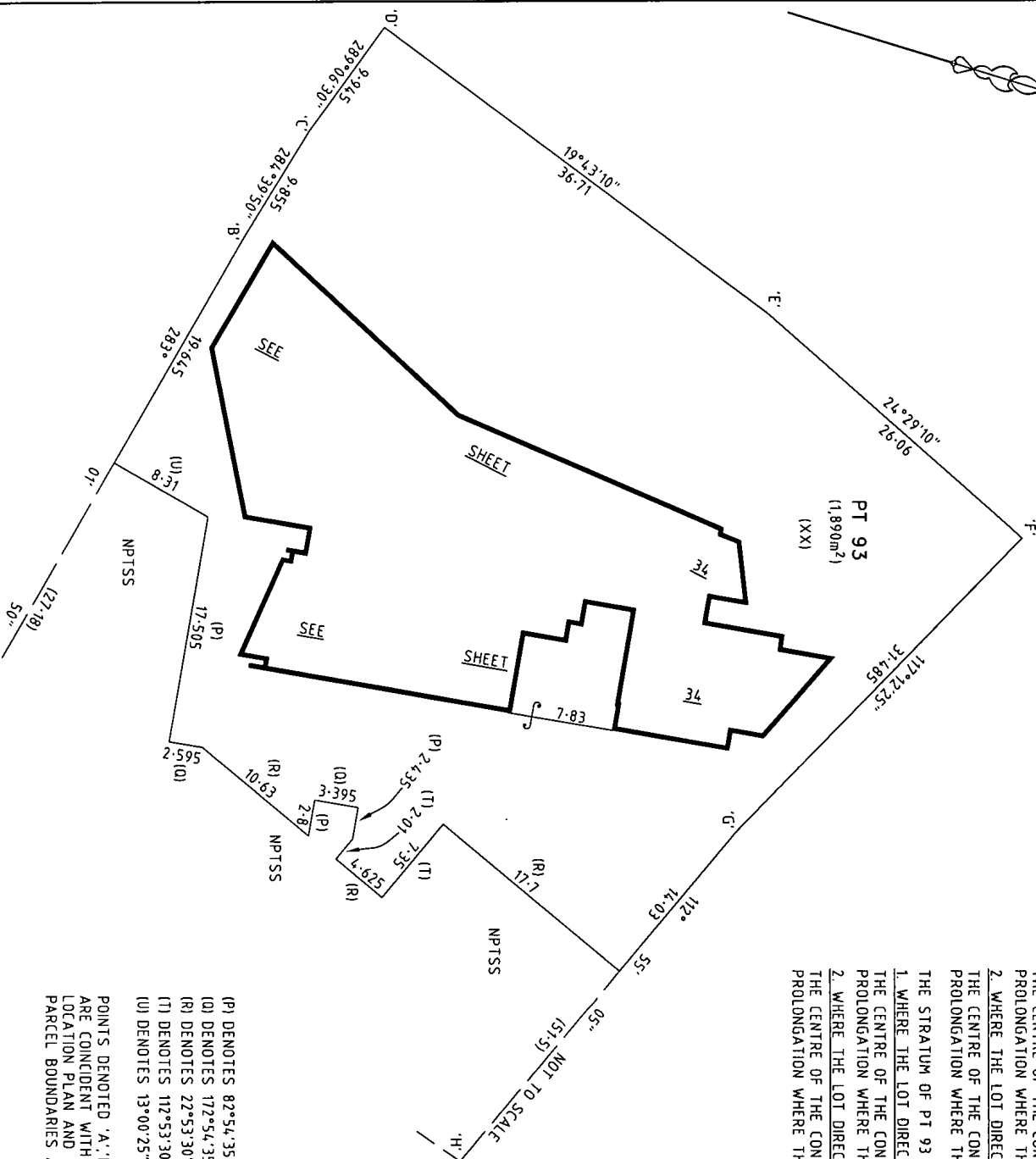
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



POINTS DENOTED 'A','B','C','D','E','F','G,' & 'H' ARE CONSIDERED WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

BOUNDARIES SHOWN ARE TO THE CORNER OF COLUMN OR WALL

LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG  
Subdivision No: 434-16  
Lengths are in metres. Reduction Ratio 1:350

Registered

3.2.2017

SP94469

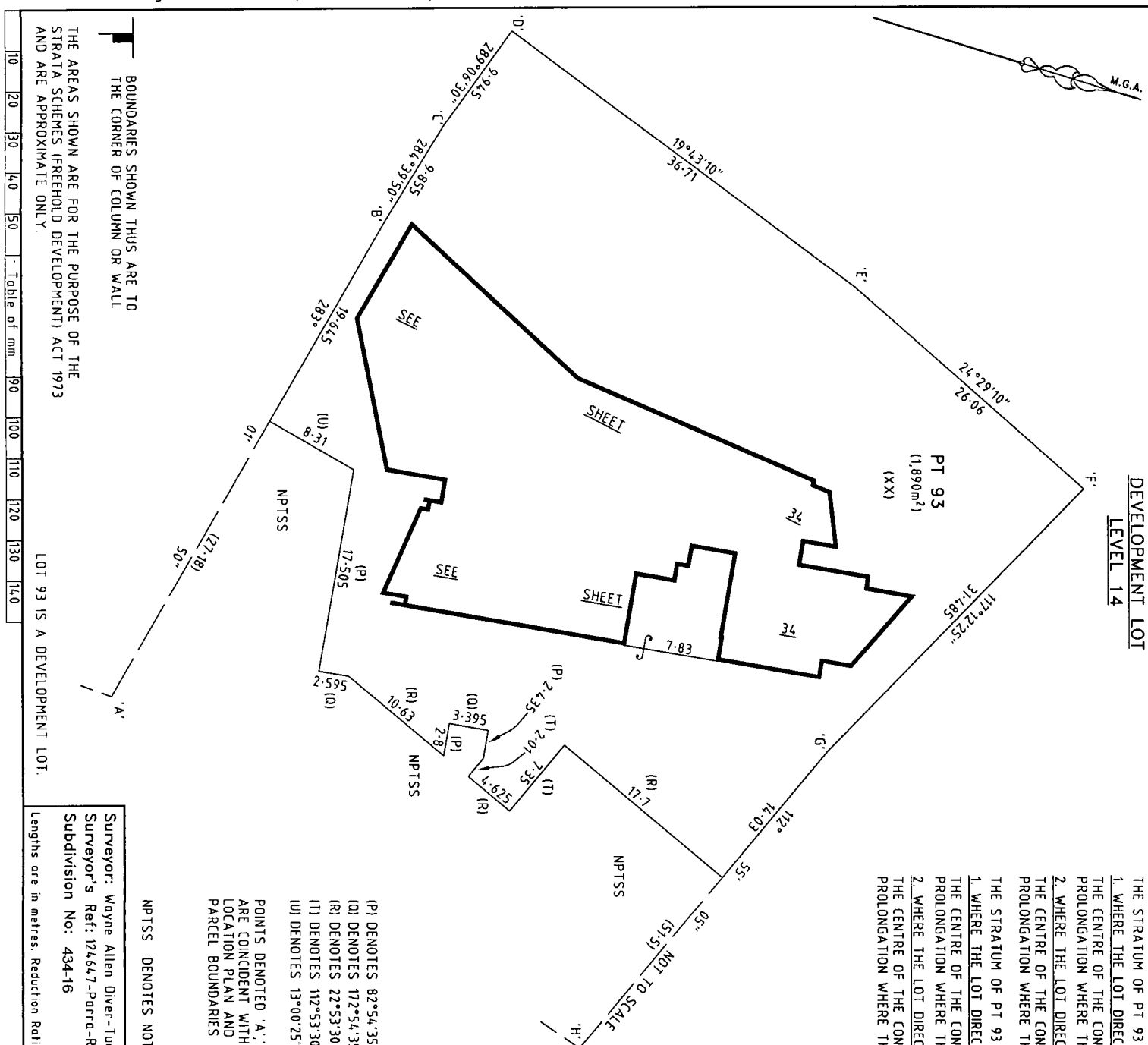
DEVELOPMENT LOT  
LEVEL 14

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



NP TSS DENOTES NOT PART OF THIS STRATA SCHEME

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

- (P) DENOTES 82°54'35"  
 (Q) DENOTES 172°54'35"  
 (R) DENOTES 22°53'30"  
 (T) DENOTES 112°53'30"  
 (U) DENOTES 13°00'25"

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-STG1  
 Subdivision No: 434-16

Registered

3.2.2017

SP94469

Lengths are in metres. Reduction Ratio 1:350

\\Parramatta-3300churns1\Final\Stage1

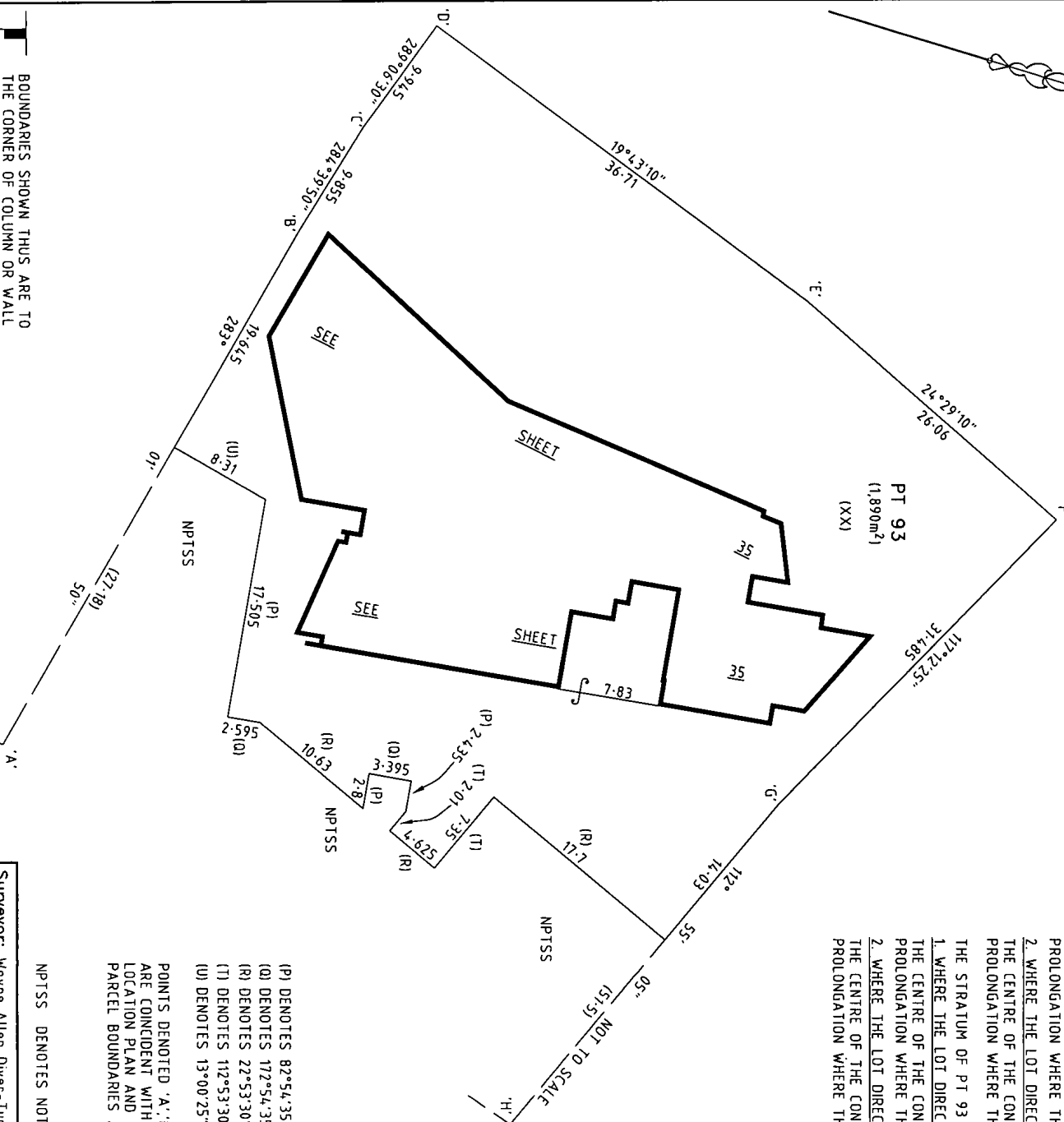
DEVELOPMENT LOT  
LEVEL 15

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H' ARE CONSIDERED WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(P) DENOTES 82°54.35"  
(Q) DENOTES 172°54.35"  
(R) DENOTES 22°53.30"  
(T) DENOTES 112°53.30"  
(U) DENOTES 13°00.25"

5) TO SCALE

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG1  
Subdivision No: 434-16

Registered

3.2.2017

SP94469

\\Paramatta-330ChurchSt\Final\Stage1



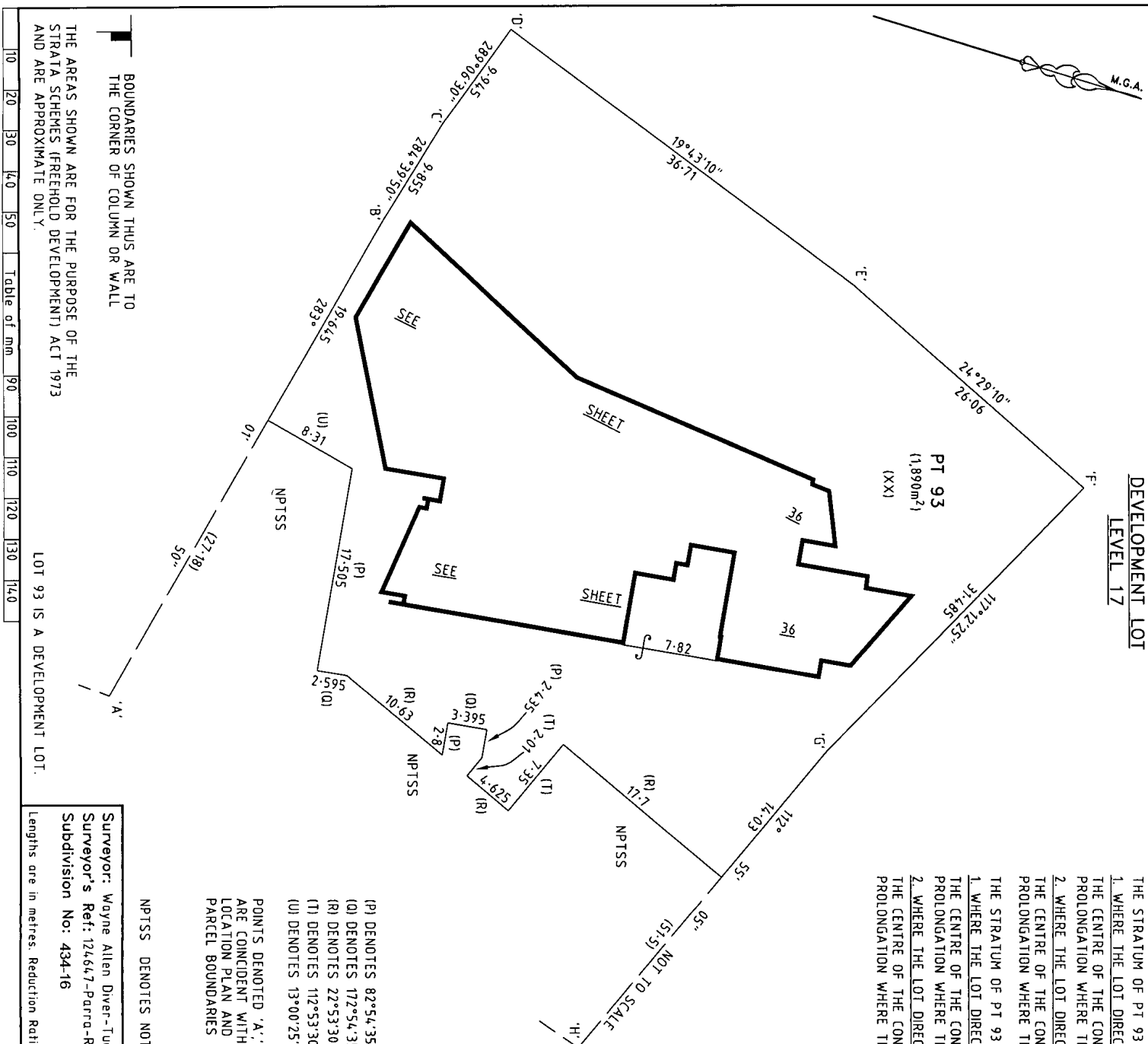
DEVELOPMENT LOT  
LEVEL 17

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

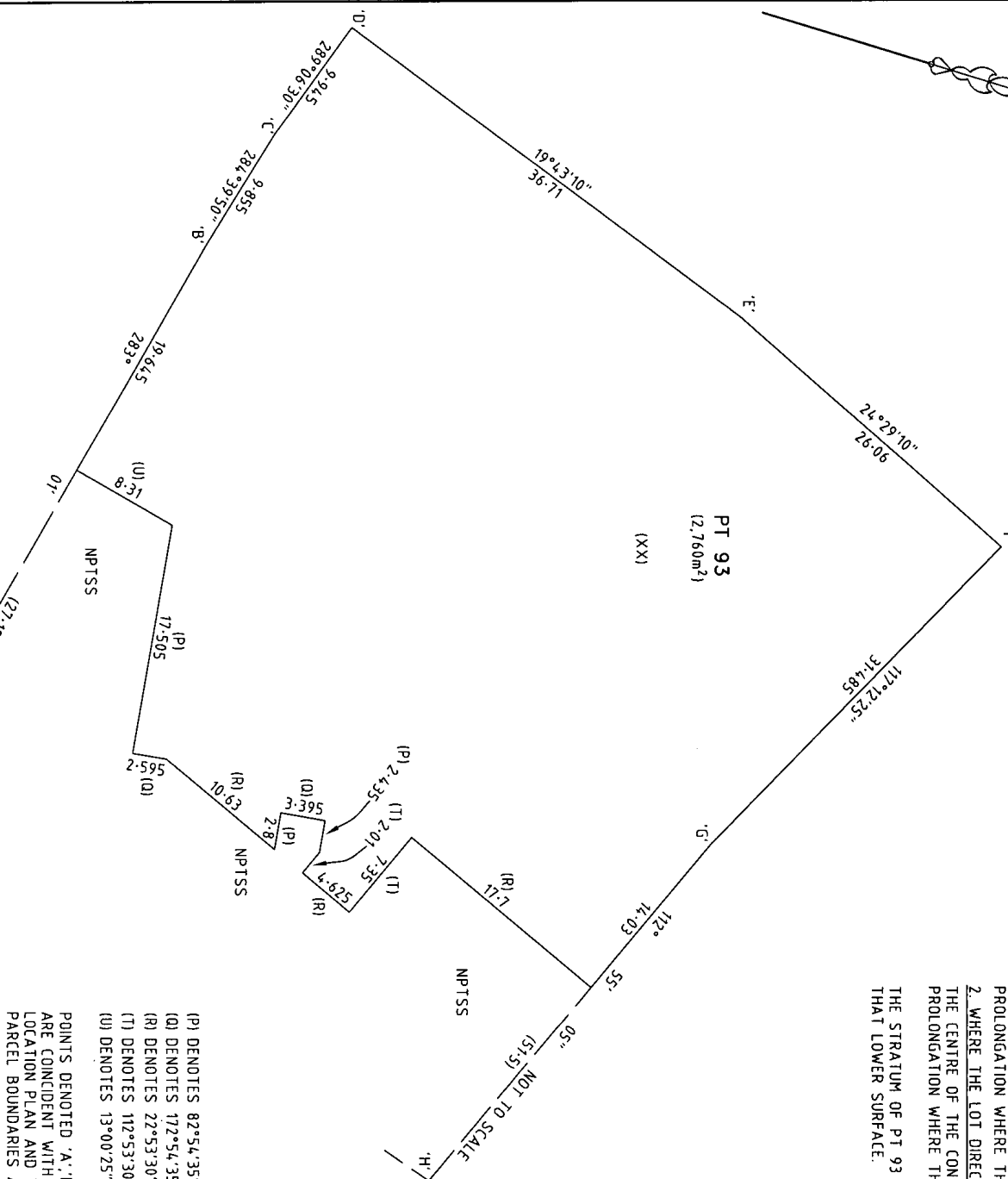


POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

- (P) DENOTES 82°54'35"  
(O) DENOTES 172°54'35"  
(R) DENOTES 22°53'30"  
(T) DENOTES 112°53'30"  
(U) DENOTES 13°00'25"

**DEVELOPMENT LOT  
LEVEL 18 AND ABOVE**

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-  
 1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93  
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
 2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME  
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL  
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.  
 THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO 200 ABOVE  
 THAT LOWER SURFACE.



(P) DENOTES 82°54'35"  
 (Q) DENOTES 172°54'35"  
 (R) DENOTES 22°53'30"  
 (T) DENOTES 112°53'30"  
 (U) DENOTES 13°00'25"

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', & 'H'  
 ARE COINCIDENT WITH SIMILAR POINTS ON THE  
 LOCATION PLAN AND THE SUBJECT OR ADJACENT  
 PARCEL BOUNDARIES AS SHOWN.

NP TSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-STG1  
 Subdivision No: 434-16

Lengths are in metres. Reduction Ratio 1:350

Registered  
 3.2.2017



SP94469


10 20 30 40 50 Table of mm 90 100 110 120 130 140

EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1225807

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 SPRINKLER/HYDRANT PUMP & BACKUP GENERATOR ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVELS 3 & 4 SPRINKLER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER/HYDRANT ELECTRIC PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RELAY BOOSTER ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 SEWER PUMP ROOM FRESH AIR SUPPLY FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN COLD WATER PUMP & WATER METER ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET SHARED LIFT BETWEEN PARKING LEVEL 1 & LEVEL 1 (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITIONING UNIT (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM FRESH AIR FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR FAN ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITIONING UNIT (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807 (No.21)  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN GREASE ARRESTOR ROOM EXHAUST FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL COMBINED VALVE & FIRE CONTROL ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS SUPPLY ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STORMWATER DETENTION TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4, TO GROUND LEVEL (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4, TO GROUND LEVEL (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 TO LEVEL 3 EXTERNAL WALL SIGNAGE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 AIR CONDITIONING UNITS FOR RETAIL AREAS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 MECHANICAL PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 EXTERNAL LANDSCAPED AREAS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807

|    |    |    |    |    |             |    |     |     |     |     |     |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-STG1  
 Subdivision No: 434-16

Registered  
  
 3.2.2017

SP94469

Lengths are in metres. Reduction Ratio 1:

# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheets

Office Use Only

Registered:  3.2.2017

Purpose: STRATA PLAN

Office Use Only



**SP94469 S**

PLAN OF  
SUBDIVISION OF LOT 1 DP1225807.

LGA: PARRAMATTA  
 Locality: PARRAMATTA  
 Parish: ST JOHN  
 County: CUMBERLAND

## Strata Certificate (Approved Form 5)

(1) ~~The Council of~~ .....  
 \*The Accredited Certifier KEITH APPS  
 Accreditation Number BPA 0012  
 has made the required inspections and is satisfied that the requirements of,

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 94469  
 330 CHURCH STREET,  
 PARRAMATTA NSW 2150

\*~~(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,~~

\*~~(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

\*(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.

\*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

\*~~(4) The building encroaches on a public place and,~~

\*(a) The Council does not object to the encroachment of the building beyond the alignment of .....

\*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

\*(5) This approval is given on the condition that lot(s) ^ are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

The adopted by-laws for the scheme are:

~~\* Model By laws.~~  
~~\* together with, keeping of animals: Option \*A/\*B/\*C~~

\*By-laws in 11 sheets filed with plan.

\*strike through if inapplicable

\*Insert the type to be adopted (Schedule 2-7 Strata Schemes Management Regulation 2010)

## Surveyor's Certificate (Approved Form 3)

I, Wayne Allen Diver-Tuck

of JBW Surveyors Pty Ltd

ACN 001 149 373

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 encroaches on a public place.~~

\*(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ DP1225807 to permit the encroachment to remain.

(3) \*the survey information recorded in the accompanying location plan is accurate.

Signature: Wayne Diver-Tuck

Date: 24th November 2016

\* Strike through if inapplicable.

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Date: 28 NOVEMBER 2016

Subdivision No. 434-16

Relevant Development Consent No. 463/2016

Issued by: PARRAMATTA COUNCIL

Signature: Keith Apps  
 Authorised Person/General Manager/Accredited Certifier

\* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Signatures, Seals and Section 88b Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 124647-Parra-Resi-STG1

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

## STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

Registered:



3.2.2017

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**SP94469**

PLAN OF

SUBDIVISION OF LOT 1 DP1225807.

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 1950 Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

434-16

Date of Endorsement:

28 NOVEMBER 2016

SCHEDULE OF UNIT ENTITLEMENTSDEVELOPMENT LOT

| LOT | UE |
|-----|----|
| 1   | 48 |
| 2   | 66 |
| 3   | 37 |
| 4   | 48 |
| 5   | 48 |
| 6   | 49 |
| 7   | 48 |
| 8   | 48 |
| 9   | 66 |
| 10  | 39 |
| 11  | 48 |
| 12  | 48 |
| 13  | 49 |
| 14  | 48 |
| 15  | 48 |
| 16  | 66 |
| 17  | 38 |
| 18  | 49 |
| 19  | 49 |
| 20  | 50 |
| 21  | 48 |
| 22  | 49 |
| 23  | 66 |
| 24  | 40 |
| 25  | 49 |
| 26  | 49 |
| 27  | 50 |
| 28  | 48 |
| 29  | 49 |
| 30  | 66 |
| 31  | 38 |
| 32  | 49 |
| 33  | 49 |
| 34  | 50 |
| 35  | 48 |
| 36  | 49 |
| 37  | 66 |
| 38  | 40 |
| 39  | 49 |
| 40  | 49 |

| LOT | UE |
|-----|----|
| 41  | 50 |
| 42  | 48 |
| 43  | 49 |
| 44  | 67 |
| 45  | 38 |
| 46  | 49 |
| 47  | 49 |
| 48  | 50 |
| 49  | 48 |
| 50  | 49 |
| 51  | 67 |
| 52  | 40 |
| 53  | 49 |
| 54  | 49 |
| 55  | 50 |
| 56  | 48 |
| 57  | 49 |
| 58  | 67 |
| 59  | 38 |
| 60  | 49 |
| 61  | 49 |
| 62  | 50 |
| 63  | 48 |
| 64  | 49 |
| 65  | 67 |
| 66  | 40 |
| 67  | 49 |
| 68  | 49 |
| 69  | 50 |
| 70  | 48 |
| 71  | 49 |
| 72  | 67 |
| 73  | 39 |
| 74  | 50 |
| 75  | 50 |
| 76  | 51 |
| 77  | 48 |
| 78  | 50 |
| 79  | 67 |
| 80  | 41 |

| LOT | UE |
|-----|----|
| 81  | 50 |
| 82  | 50 |
| 83  | 51 |
| 84  | 49 |
| 85  | 50 |
| 86  | 67 |
| 87  | 39 |
| 88  | 50 |
| 89  | 50 |
| 90  | 51 |
| 91  | 49 |
| 92  | 6  |

| LOT | U.E.   |
|-----|--------|
| 93  | 15,433 |

AGGREGATE 20,000

Warning Statement regarding the initial Schedule of Unit Entitlement

The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973 or section 57AAA Strata Schemes (Freehold Development) Act 1986.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-Parra-Resi-STG1

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

## STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

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Registered: 3.2.2017



SP94469

PLAN OF  
SUBDIVISION OF LOT 1 DP1225807.

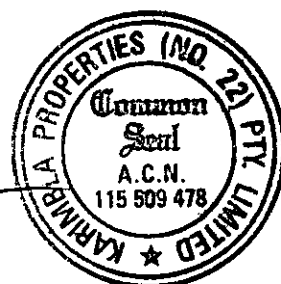
This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 434-16  
Date of Endorsement: 28 NOVEMBER 2016PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919 & SEC 7(3)  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973  
IT IS INTENDED TO CREATE:-

1. EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

DIRECTOR



DAVID CREMONA

SECRETARY

ROBYN McCULLY

THIS PLAN CONTAINS A STRATA MANAGEMENT  
STATEMENT COMPRISING 24 SHEETS.THIS PLAN CONTAINS A STRATA DEVELOPMENT  
CONTRACT COMPRISING 18 SHEETS.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-Parra-Resi-STG1

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

## STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



3.2.2017

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**SP94469**

PLAN OF

SUBDIVISION OF LOT 1 DP1225807.

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:

434 - 16

Date of Endorsement:

28 NOVEMBER 2016

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

| LOT | DOOR |
|-----|------|
| 1   | 501  |
| 2   | 502  |
| 3   | 504  |
| 4   | 505  |
| 5   | 506  |
| 6   | 507  |
| 7   | 508  |
| 8   | 601  |
| 9   | 602  |
| 10  | 604  |
| 11  | 605  |
| 12  | 606  |
| 13  | 607  |
| 14  | 608  |
| 15  | 701  |
| 16  | 702  |
| 17  | 704  |
| 18  | 705  |
| 19  | 706  |
| 20  | 707  |
| 21  | 708  |
| 22  | 801  |
| 23  | 802  |
| 24  | 804  |
| 25  | 805  |
| 26  | 806  |
| 27  | 807  |
| 28  | 808  |
| 29  | 901  |
| 30  | 902  |
| 31  | 904  |
| 32  | 905  |
| 33  | 906  |
| 34  | 907  |
| 35  | 908  |
| 36  | 1001 |
| 37  | 1002 |
| 38  | 1004 |
| 39  | 1005 |
| 40  | 1006 |

| LOT | DOOR |
|-----|------|
| 41  | 1007 |
| 42  | 1008 |
| 43  | 1101 |
| 44  | 1102 |
| 45  | 1104 |
| 46  | 1105 |
| 47  | 1106 |
| 48  | 1107 |
| 49  | 1108 |
| 50  | 1201 |
| 51  | 1202 |
| 52  | 1204 |
| 53  | 1205 |
| 54  | 1206 |
| 55  | 1207 |
| 56  | 1208 |
| 57  | 1301 |
| 58  | 1302 |
| 59  | 1304 |
| 60  | 1305 |
| 61  | 1306 |
| 62  | 1307 |
| 63  | 1308 |
| 64  | 1401 |
| 65  | 1402 |
| 66  | 1404 |
| 67  | 1405 |
| 68  | 1406 |
| 69  | 1407 |
| 70  | 1408 |
| 71  | 1501 |
| 72  | 1502 |
| 73  | 1504 |
| 74  | 1505 |
| 75  | 1506 |
| 76  | 1507 |
| 77  | 1508 |
| 78  | 1601 |
| 79  | 1602 |
| 80  | 1604 |

| LOT | DOOR |
|-----|------|
| 81  | 1605 |
| 82  | 1606 |
| 83  | 1607 |
| 84  | 1608 |
| 85  | 1701 |
| 86  | 1702 |
| 87  | 1704 |
| 88  | 1705 |
| 89  | 1706 |
| 90  | 1707 |
| 91  | 1708 |

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-Parra-Resi-STG1



**SP94469 C**

Sheet 1 of 18 Sheets

**STRATA DEVELOPMENT CONTRACT - Strata Plan No. ... 94469**

**WARNING**

This contract contains details of a strata scheme, which is proposed to be developed in up to 8 stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Executive Committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at Item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

**DESCRIPTION OF DEVELOPMENT**

**1. DESCRIPTION OF LAND**

Lot 1 in Deposited Plan No. **1225807**

**2. DESCRIPTION OF ANY NON-STRATA LAND THAT IS TO BE DEVELOPED ALONG WITH THE STRATA SCHEME**

(i) Lots 2, 3 & 4 in Deposited Plan No. **1225807**

(ii) A strata management statement will govern the relationship between the non-strata land and the strata scheme. A copy of the strata management statement may be obtained from the Registrar-General if the strata plan, to which this strata



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Sheet 2 of 18 Sheets

development contract relates, has already been registered. It should be noted that a provision of the strata development contract is void if it is inconsistent with any provision of the strata management statement.

**3. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME**

Not applicable.

**4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS**

Lot 93 (and possible future development lot/s).

**5. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

**(i) Warranted Development**

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

**(ii) Permission to carry out warranted development and authorised proposals**

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "**authorised proposals** - proposed development *not* subject to a warranty" in the contract.

**(iii) Owners Corporation expenses**

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

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Sheet 3 of 18 Sheets

- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

**(iv) Standard of development**

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

**(v) Unauthorised use of the parcel**

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

**(vi) Restoration of common property**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

**(vii) Restoration of development lot**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

**(viii) Additional covenants for vertical staged development**

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and

# SP94469

Sheet 4 of 18 Sheets

- to ensure that, while permitted development is being carried out, shelter and adjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

**6. WARRANTED DEVELOPMENT** - proposed development subject to a warranty.

Not applicable.

**7. AUTHORISED PROPOSALS (Stage 2 – Lot 93, and possible future stages)** - proposed development not subject to a warranty.

Development that the developer is permitted to carry out, but not compelled to carry out.

**(i) Description of development**

Up to 55 levels (and a mezzanine level) containing up to 284 residential units with associated carparking and storage under and plant areas over in accordance with the approved MP10\_0171 as amended from time to time – OR,

Any combination of the above in any order with the creation of up to 6 additional development lots as necessary.

**(ii) Common property amenities**

Access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, a swimming pool, a gymnasium and visitor parking.

**(iii) Schedule of commencement and completion**

Not applicable.

**(iv) Schedule of lots**

Up to 284 lots.

**(v) Working hours**

As advised by the consent authority.

**(vi) Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development**

Construction access to Lot 93, and other possible development lots, will be in accordance with the requirements of the approval issued by the relevant authority including:-

# SP94469

Sheet 5 of 18 Sheets

- i. Access over lifts and other common accessways forming part of the common property, including driveways and the carpark, and over & adjacent to the exterior of the building as required,
- ii. Storage of construction equipment and loading and unloading of equipment and materials in common property and the carpark,
- iii. Use of crane which will enter the airspace above the stages of the development,
- iv. Access and use of Lot 93, and other possible development lots, for any purpose associated with the construction of the development including the provision of temporary plant, equipment and services as required, and
- v. Installation and placement of construction plant, equipment, materials and structures on common property necessary for construction purposes.

**(vii) Landscaping**

In accordance with landscape plans approved by the Certifying Authority.

**(viii) Schedule of materials and finishes**

External walls of brick, concrete, glass, metal and masonry.

**(ix) Vertical staging**

Parts of development Lot 93, or the future development lots, could be situated above and below preceding stages in the scheme. The developer holds a Construction Insurance Policy with CGU Insurance Limited (Policy No. Q1D1392548) and a Combined Public & Products Liability with Lloyds of London (Policy No. 15100718).

**(x) Contribution to common property expenses**

The developer is not liable for any Common Property expenses.

**(xi) Proposed by-laws, management agreements, covenants, easements or dedications**

By-Laws as required.

Restrictions, Easements, Rights of Ways, Positive Covenants, leases or other rights as required by Consent Authorities, Government Departments, Service Authorities or other parties which are reasonably necessary for the completion of the scheme.

**8. DATE OF CONCLUSION OF DEVELOPMENT SCHEME**

1<sup>st</sup> October 2026.

**9. CONCEPT PLAN**

See Sheets 7 – 18.

SDC: Parramatta-330 Church St: Resi-West tower : Rev.2:8/09/2016

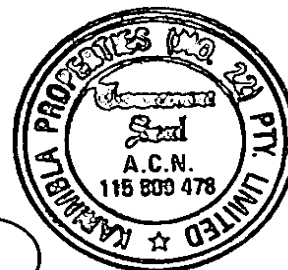
REGISTERED



3.2.2017

SP94469

Sheet 6 of 18 Sheets



Executed by  
Karambia Properties (NO. 22) Pty Ltd  
A.C.N. 115 809 478 pursuant to  
s127 of Corporations Act.

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer.....

Director  
David Cremona

Secretary  
Robyn Nicculli

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the  
development lot: .....

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:  
.....

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has consented to the development described in Development  
Application No. MP10-0131..... and
- (b) the carrying out of the proposed development described as "warranted development"  
and "authorised proposals" in this strata development contract would not contravene:
  - (i) any condition subject to which the consent was granted; or
  - (ii) the provisions of any environmental planning instrument that was in force when  
the consent was granted except to the following extent:

Date: 13/10/2016.....

Execution of consent authority: .....

MARK LEOTTA  
MANAGER-DEVELOPMENT & TRAFFIC

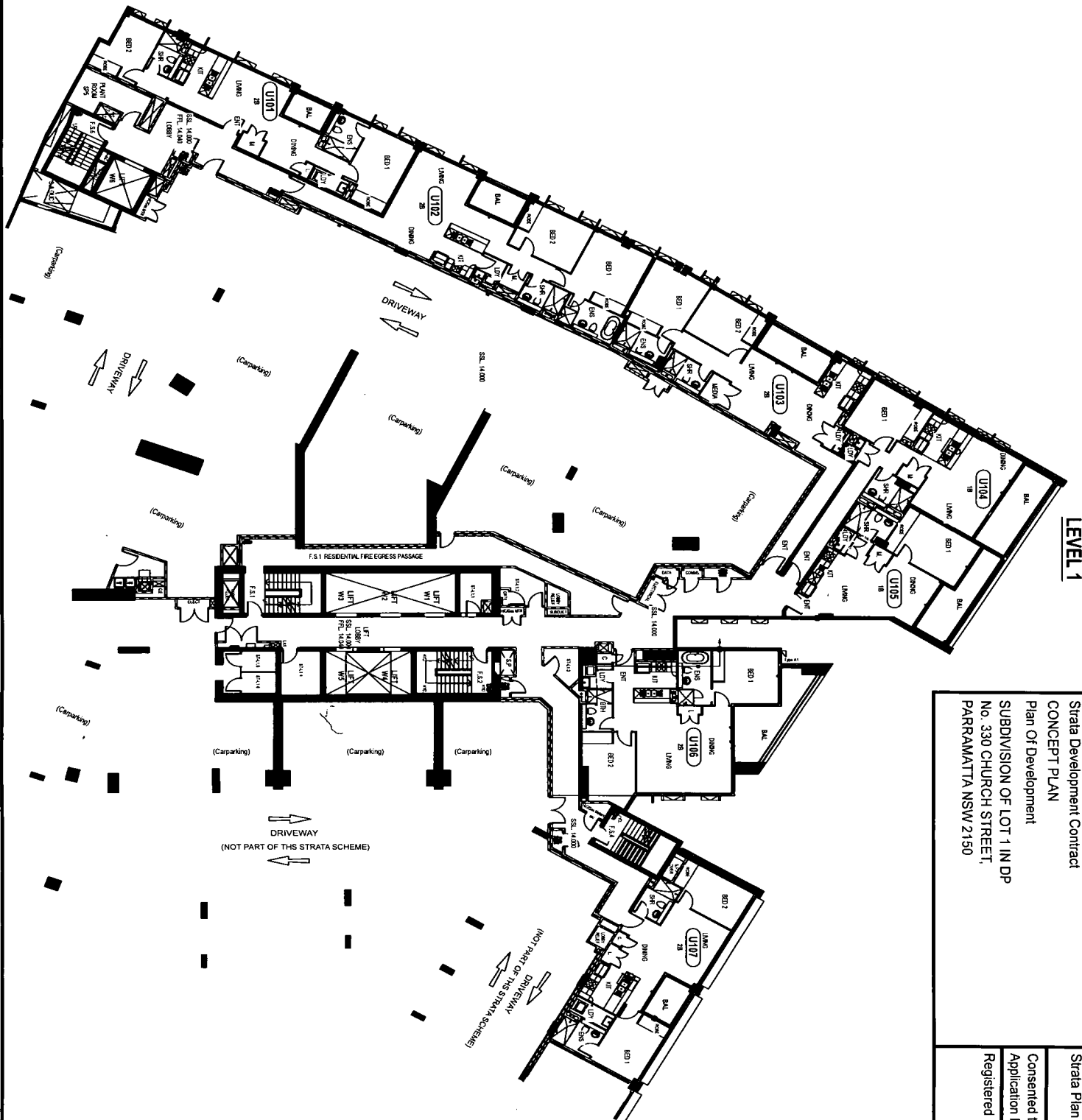
SDC: Parramatta-330 Church St: Resi-West tower : Rev.2:8/09/2016

REGISTERED



3.2.2017

SP94469



LEVEL 1

Strata Development Contract  
 CONCEPT PLAN  
 Plan Of Development  
 SUBDIVISION OF LOT 1 IN DP  
 No. 330 CHURCH STREET,  
 PARRAMATTA NSW 2150

Sheet No. 7 of 18 Sheets

Strata Plan No. **94469**

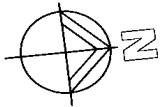
Consented to  
 Application No.

Registered Date

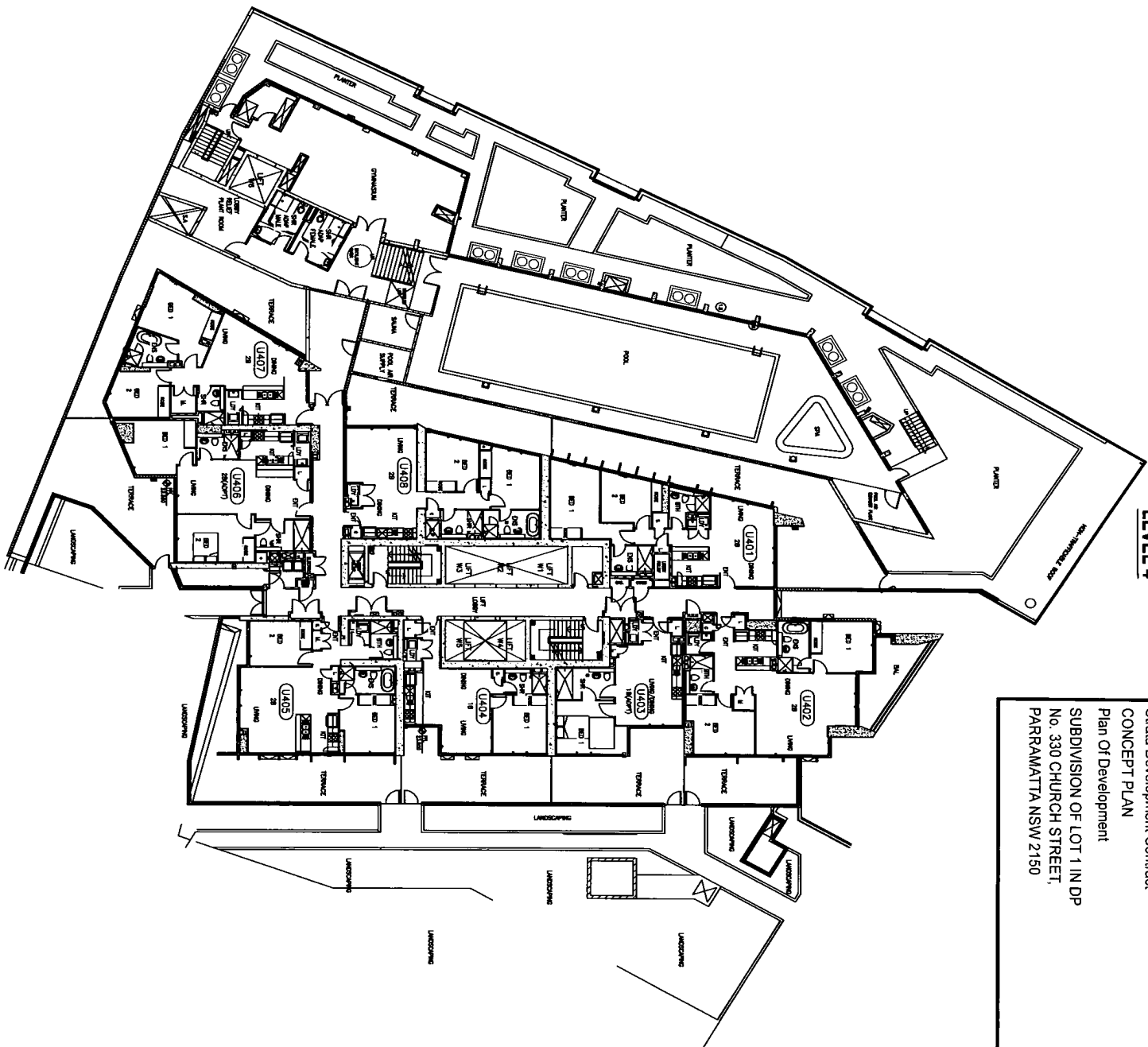
3.2.2017



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# LEVEL 4



Strata Development Contract  
 CONCEPT PLAN  
 Plan Of Development  
 SUBDIVISION OF LOT 1 IN DP  
 No. 330 CHURCH STREET,  
 PARRAMATTA NSW 2150

Sheet No. 8 of 18 Sheets

Strata Plan No. **94469**

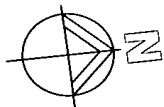
Consented to  
 Application No.

Registered Date

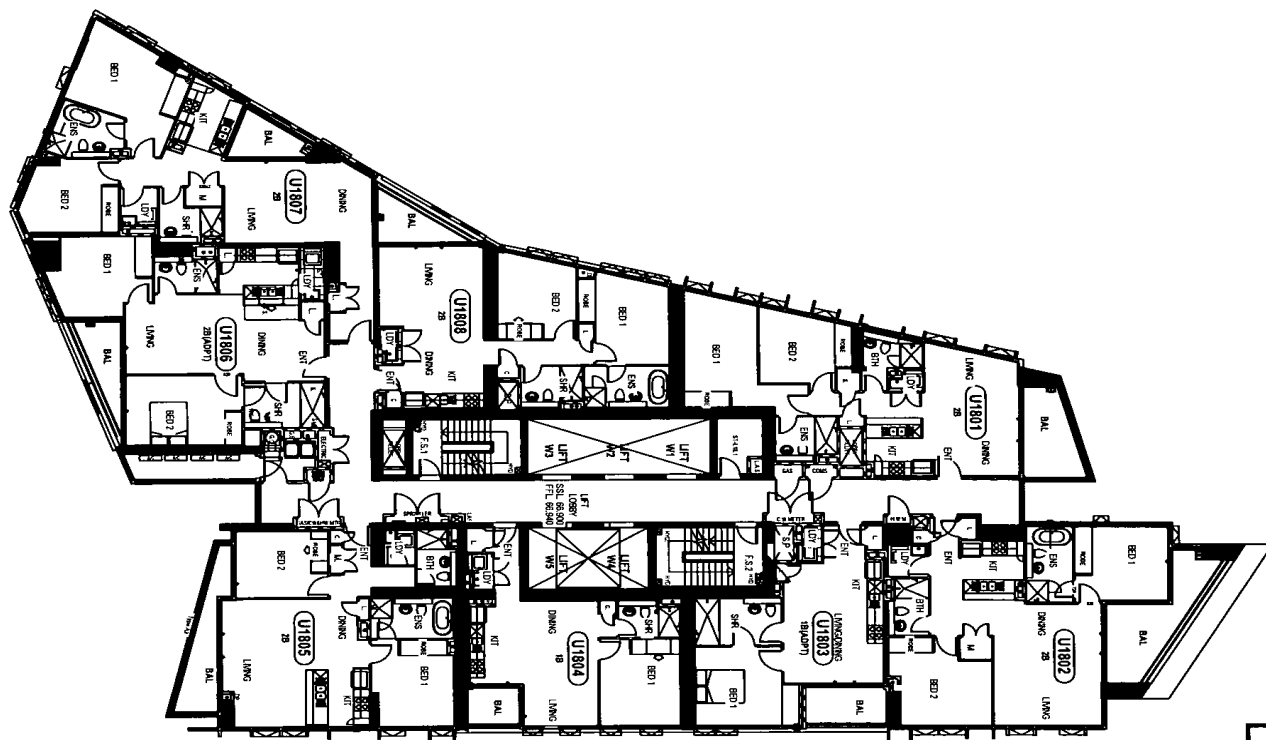
3.2.2017



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**LEVEL 18**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Sheet No. 9 of 18 Sheets

Strata Plan No. **94469**

Consented to  
Application No.

Registered Date



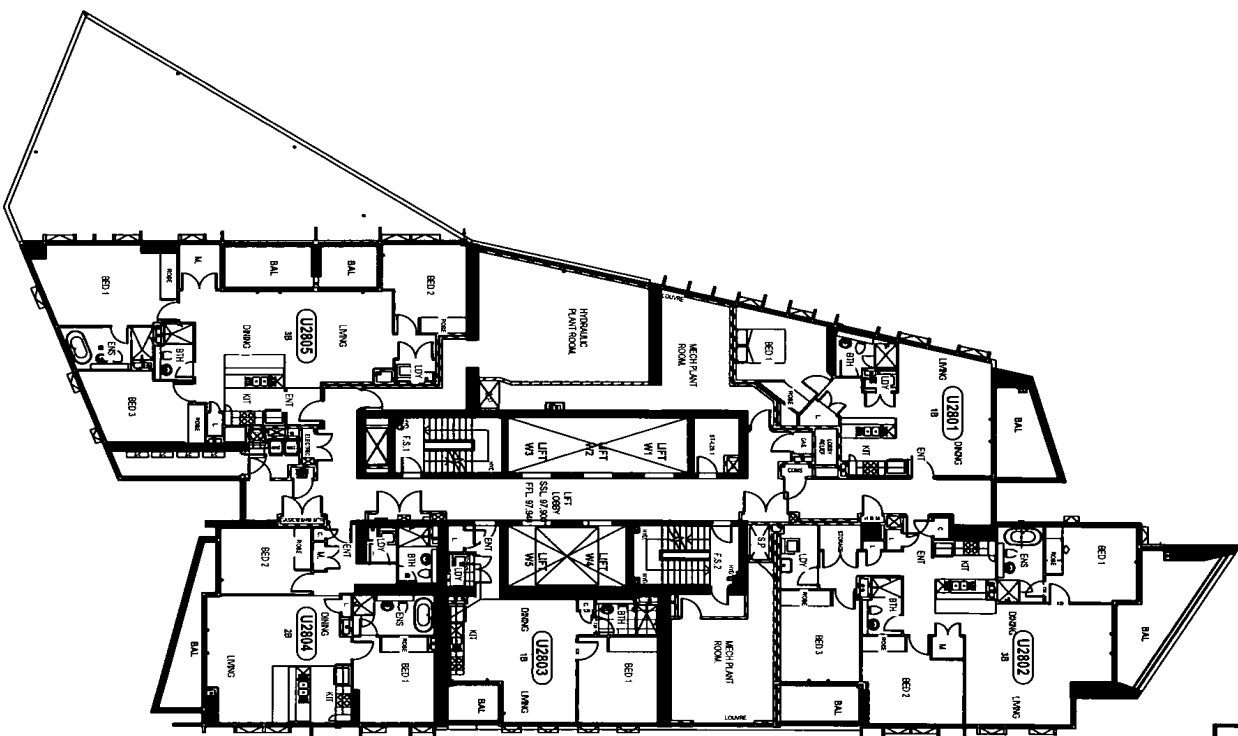
3.2.2017

*Handwritten signature or mark.*





**LEVEL 28**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Sheet No. 10 of 18 Sheets

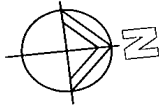
Strata Plan No. **94469**

Consented to  
Application No.

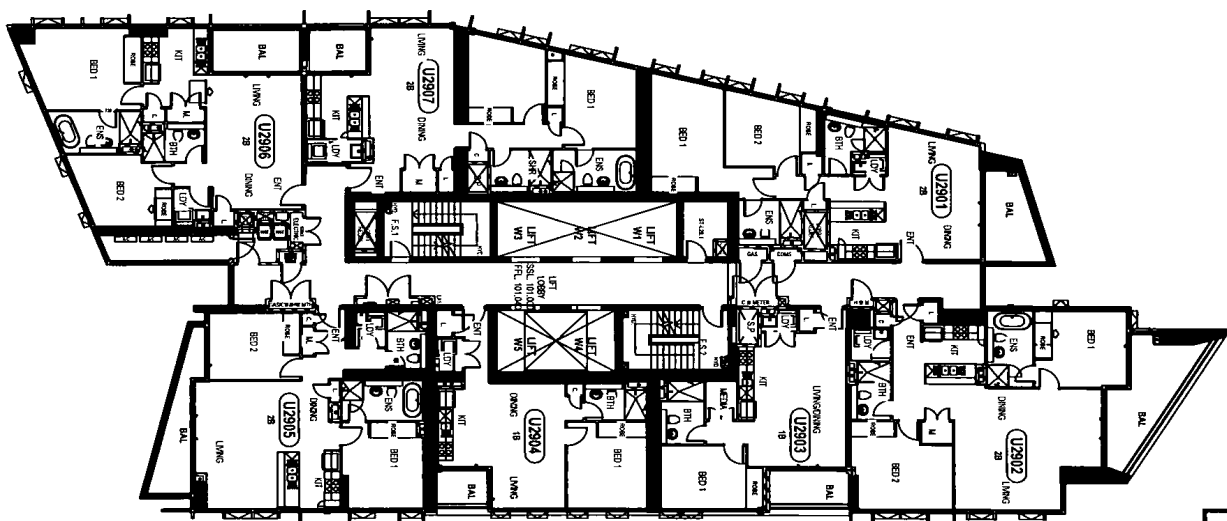
Registered Date



3.2.2017



**LEVEL 29**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Sheet No. 11 of 18 Sheets

Strata Plan No. **94469**

Consented to  
Application No.

Registered Date

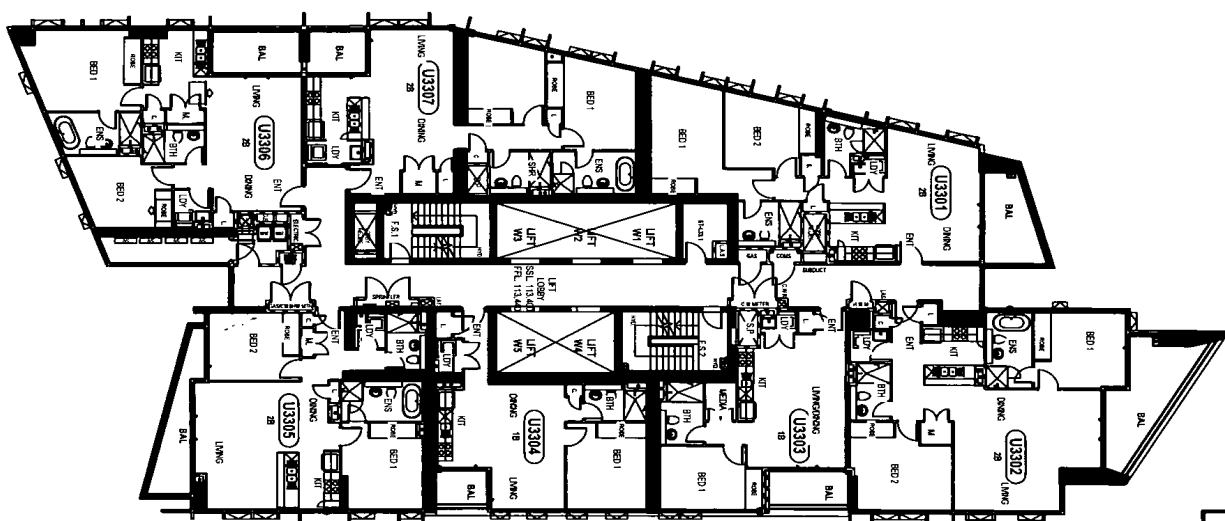
3.2.2017



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**LEVEL 33**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARAMATTA NSW 2150

Sheet No. 12 of 18 Sheets

Strata Plan No. **94469**

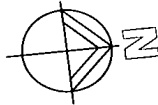
Consented to  
Application No.

Registered Date

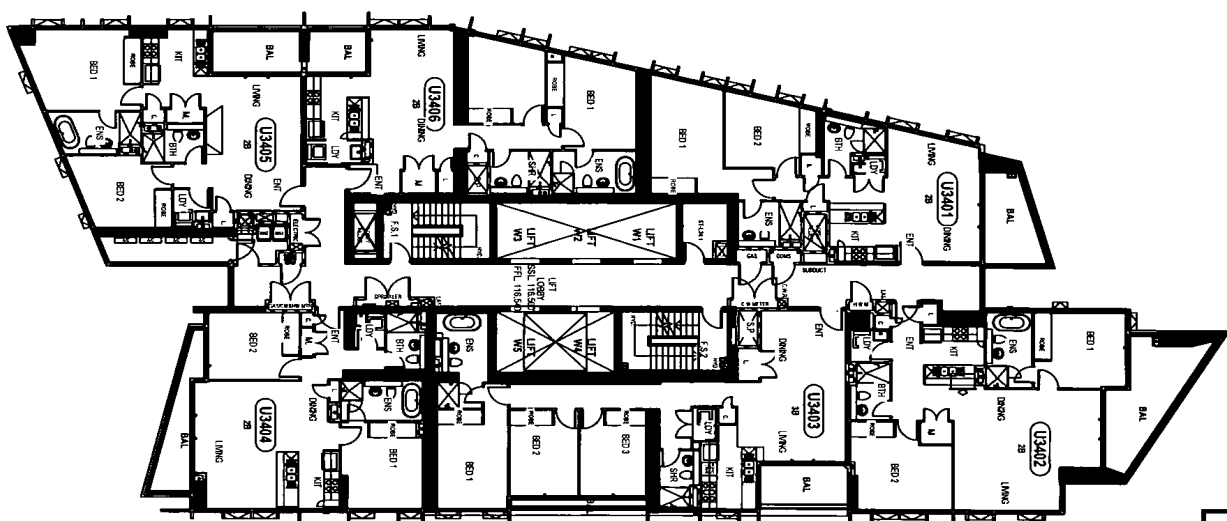


3.2.2017

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**LEVEL 34**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Sheet No. 13 of 18 Sheets

Strata Plan No.

**94469**

Consented to  
Application No.

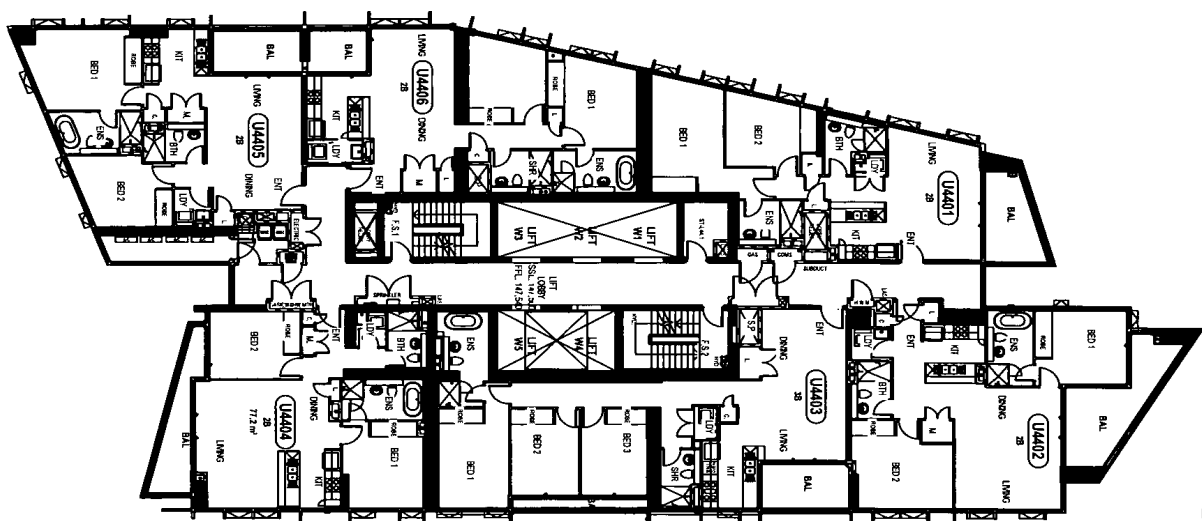
Registered Date



3.2.2017



**LEVEL 44**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Sheet No. 14 of 18 Sheets

Strata Plan No.

**94469**

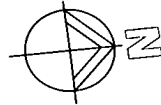
Consented to  
Application No.

Registered Date

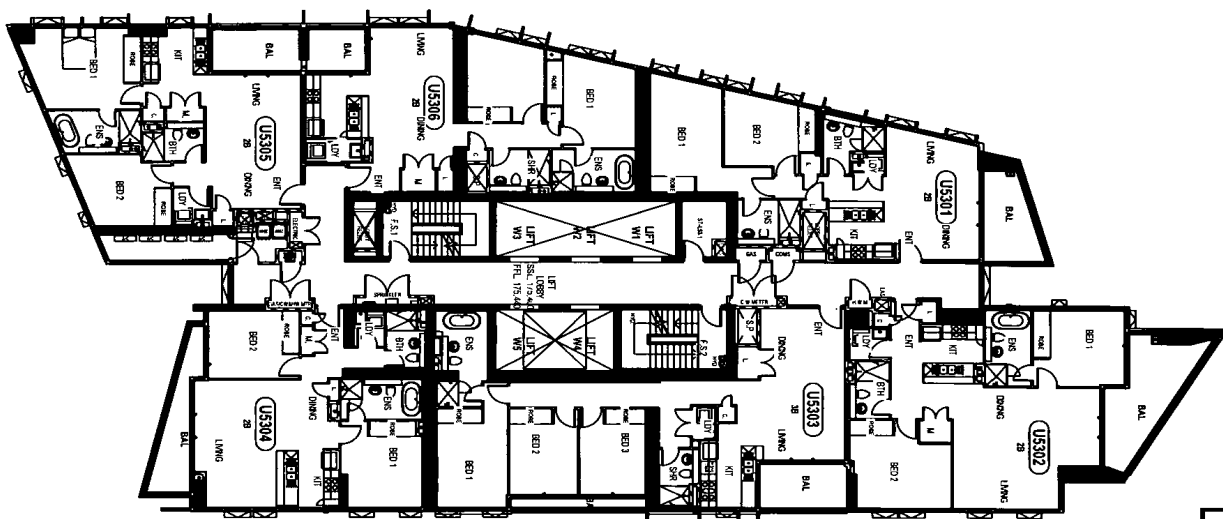


3.2.2017

*Handwritten signature or initials.*



**LEVEL 53**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Sheet No. 15 of 18 Sheets

Strata Plan No. **94469**

Consented to  
Application No.

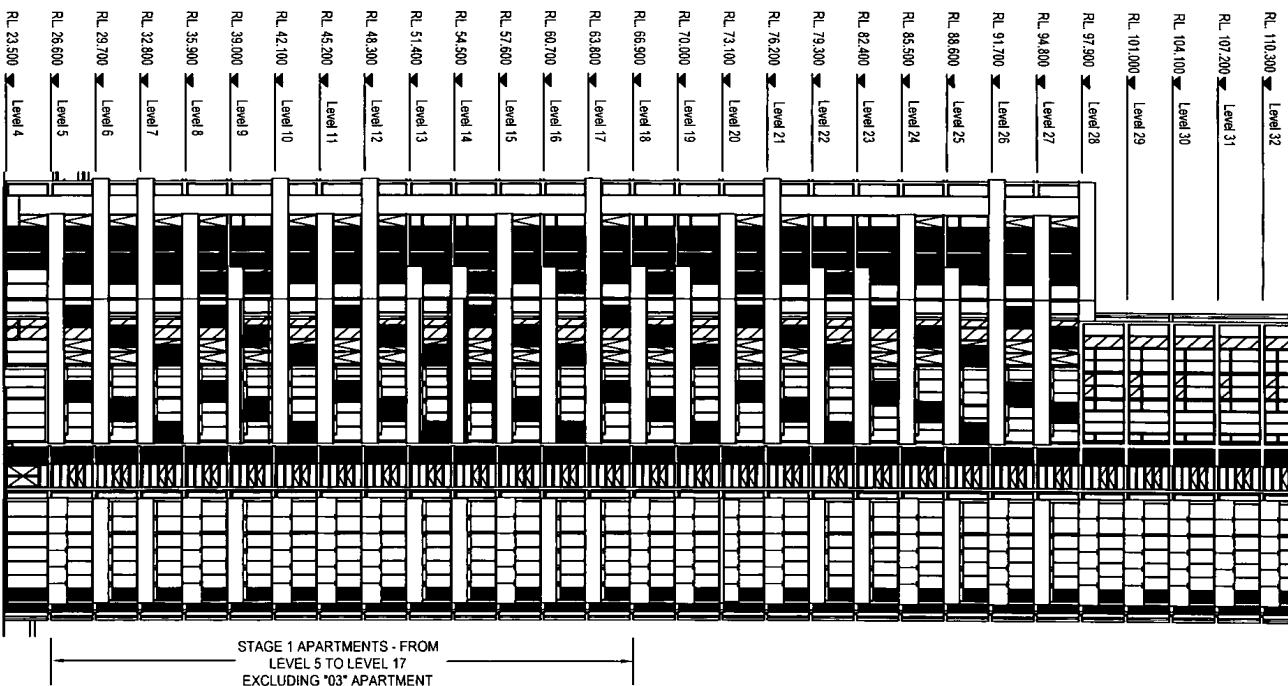
Registered Date



3.2.2017

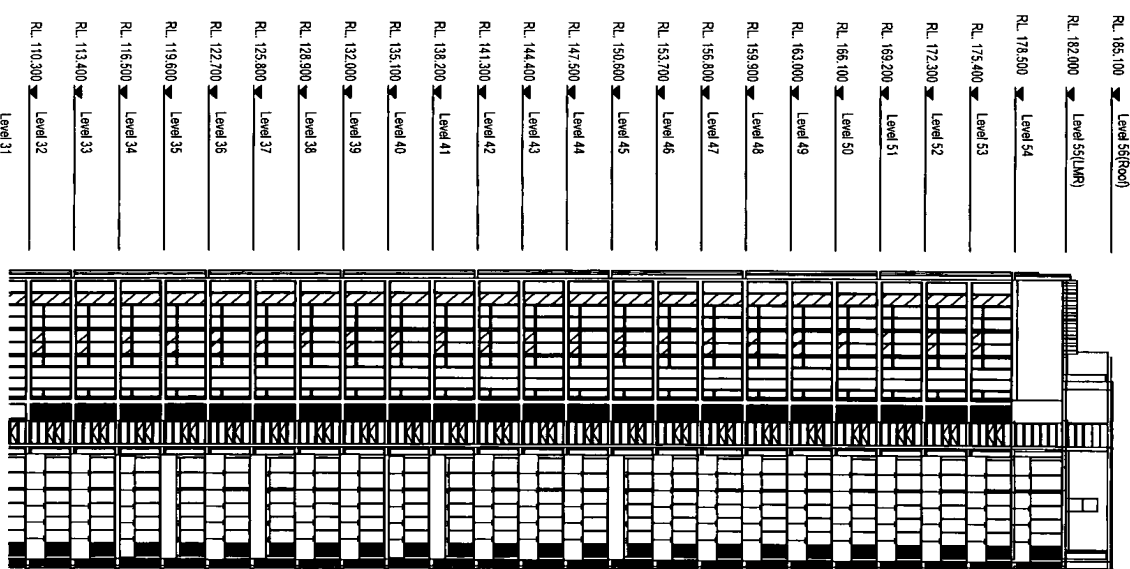
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**SOUTH ELEVATION - BELOW LEVEL 32**



Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

**SOUTH ELEVATION - ABOVE LEVEL 31**



Strata Plan No. **94469**

Consented to  
Application No.

Registered Date

3.2.2017



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Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Strata Plan No. **94469**

Consented to  
Application No.

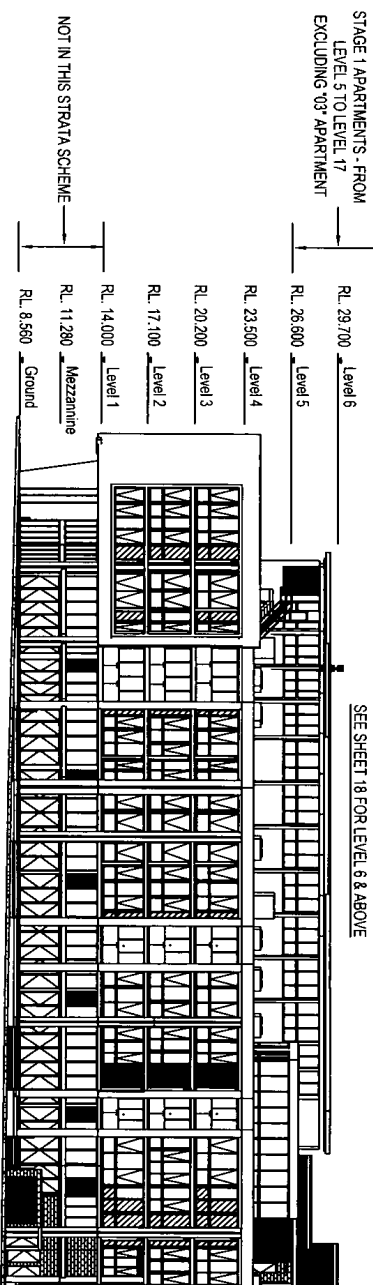
Registered Date



3.2.2017

### WEST ELEVATION - BELOW LEVEL 6

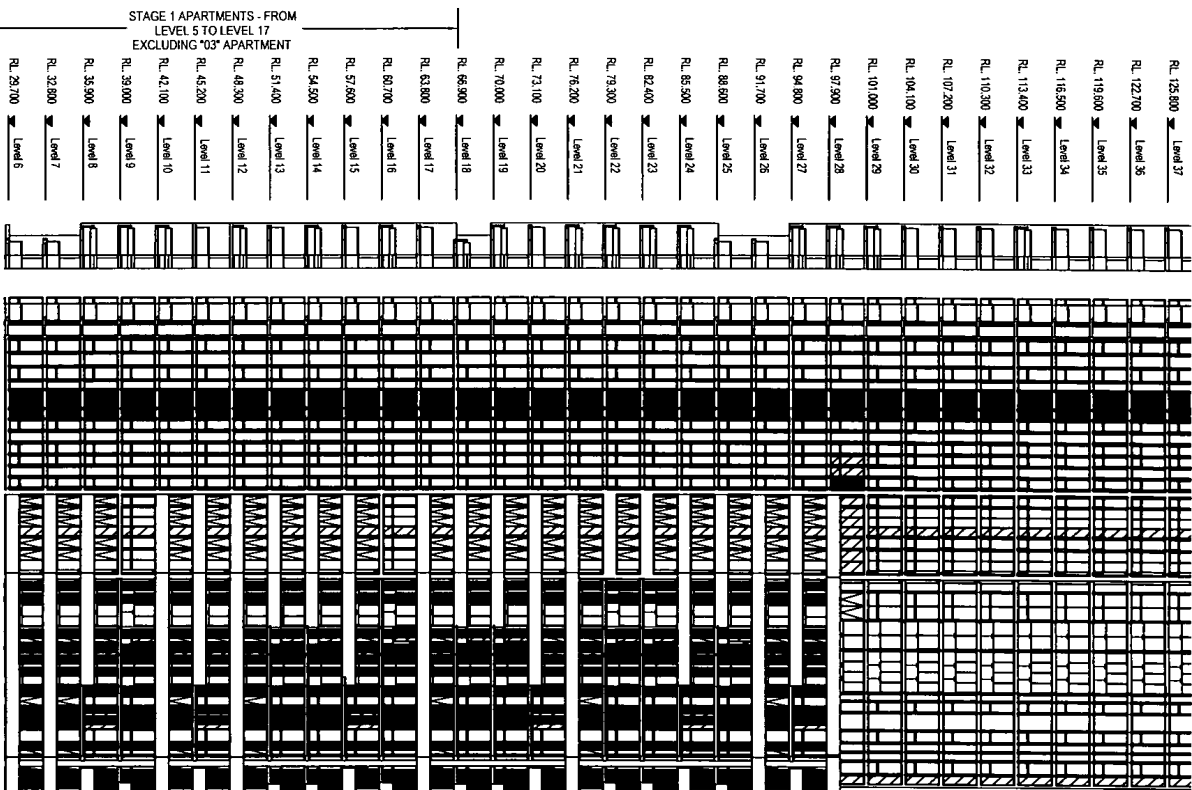
SEE SHEET 18 FOR LEVEL 6 & ABOVE



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**WEST ELEVATION - ABOVE LEVEL 5 & BELOW LEVEL 37**



SEE SHEET 17 FOR BELOW LEVEL 6

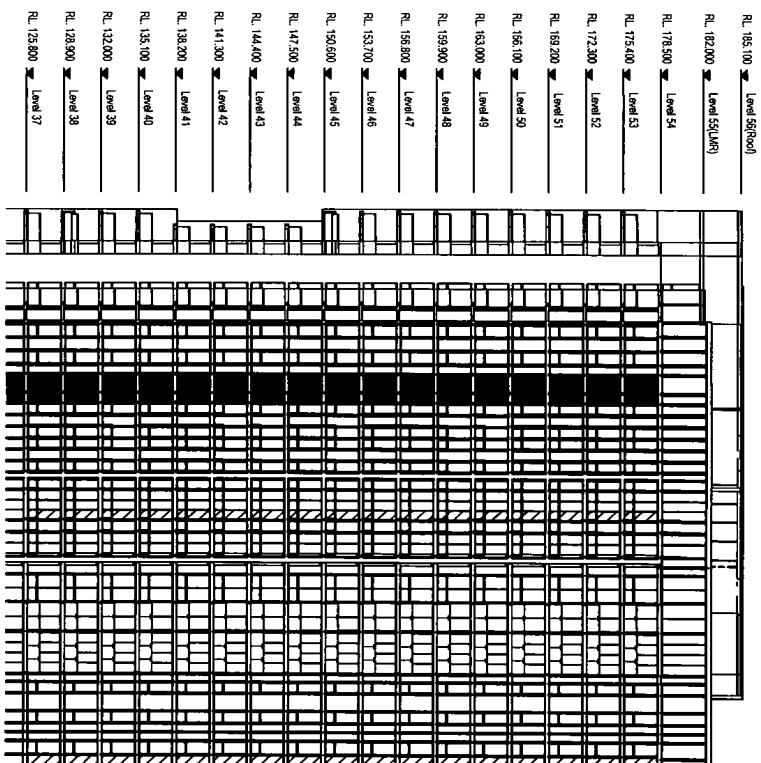
Strata Development Contract  
CONCEPT PLAN  
Plan Of Development  
SUBDIVISION OF LOT 1 IN DP  
No. 330 CHURCH STREET,  
PARRAMATTA NSW 2150

Strata Plan No.  
Consented to  
Application No.  
Registered Date



3.2.2017

**WEST ELEVATION - ABOVE LEVEL 36**



REGISTERED



3.2.2017

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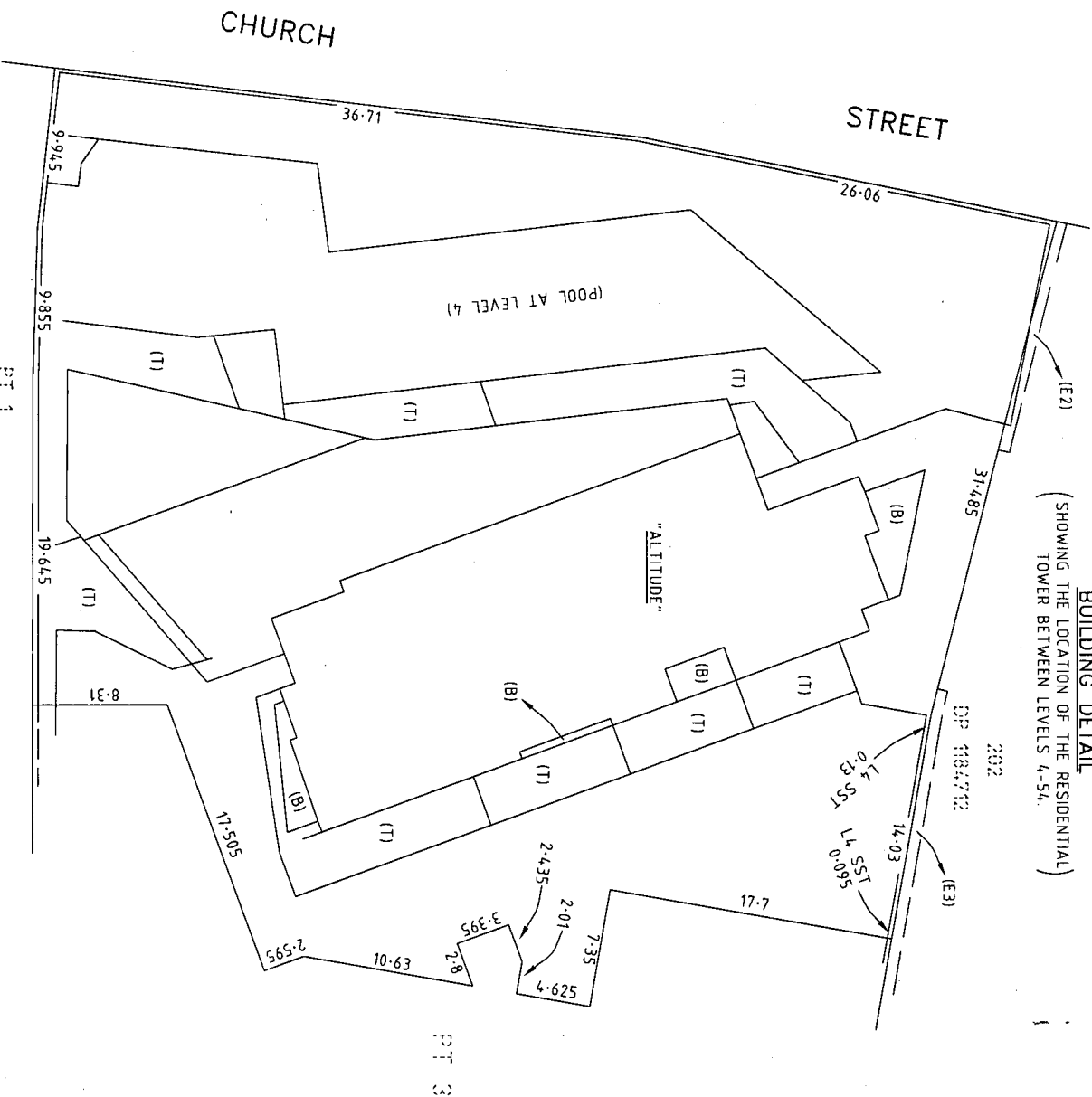
BUILDING DETAIL

(SHOWING THE LOCATION OF THE RESIDENTIAL TOWER BETWEEN LEVELS 4-54.)

SEE SHEETS 2 - 12 FOR LOCATION PLANS

"ALTITUDE"

MULTI STOREY CONCRETE, BRICK, METAL & GLASS RESIDENTIAL TOWER COMPRISING 54 LEVELS OF APARTMENTS WITH ASSOCIATED BASEMENT CARPARKING UNDER.  
No. 330



PT 1  
DP 60726

PT 3

NOTE:  
1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807

2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 56)  
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807.

L4 DENOTES LEVEL 4  
(SS1) DENOTES SANDSTONE TILE  
(T) DENOTES TERRACE  
(B) DENOTES BALCONY  
PT 3 DENOTES PT 3 D.P.1225807

(E2) EASEMENT FOR OVERHANG 0.25 WIDE (DP1184712)  
(E3) EASEMENT FOR OVERHANG 0.35 WIDE (DP1184712)

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parramatta-Resi-STG5  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:300

Registered

13.9.2017

SP96222 P



LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)

PARKING LEVEL 4  
(LOWEST PARKING LEVEL)

2002

DP 11847712

DIAGRAM 1  
NOT TO SCALE

(SS)

EASEMENT FOR SUPPORT  
DP 3171913

PT 1  
DP 60726

CHURCH ST.

36.71

9.945

9.855

STREET

26.06

31.485

55.225

CHURCH

36.71

SEE DIAG. 1

9.855

9.945

(S)

PT 1  
DP 60726

46.825

1.25

31.52

PT 3

DP 730419

DP 1203630

201

25.18

DP 1203630

202

PT 3

21.31

NOTE:

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 56)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807.
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 3 DENOTES PT 3 D.P.1225807  
(S) EASEMENT FOR SUPPORT 0.5 WIDE (DP1190534)

2

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parra-Resi-ST05  
Subdivision No: 465-17

Registered

13.9.2017

SP96222

10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Parramatta-330ChurchSt\Final\Stages5

## LOCATION PLAN

### PARKING LEVEL 3

$$\underline{31.485}$$

20

05470

STREET

26-06

36.71

CHURCH

SEE DIAG. 1

9.85

(S)

16-035

1.25

31.52

25.18

9500

33  
 34  
 35

21-31

9-3-1-1

77  
 78  
 79

55 56

2009

9500

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 56)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807.
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 3 DENOTES PT 3 D.P.1225807  
(S) EASEMENT FOR SUPPORT 0-5 WIDE (DP1190534)

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12447-Parra-Resi-ST05  
Subdivision No: 465-17

Registered

13.9.2017

SP96222

|    |    |    |    |    |             |    |     |     |     |     |     |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

\\Parramatta-330ChurchSt\Final\Stage5

SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)

PARKING LEVEL 2

2002

DP 1184712

50.295

26.06

31.485

STREET

CHURCH

36.71

SEE DIAG. 1

9.945

9.855

(S)

PT 1  
DP 60726



(SS)

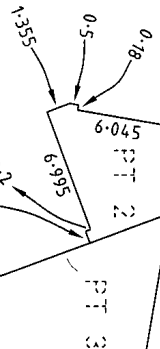
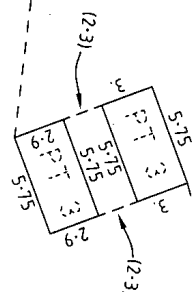
(52.09)

1.25

31.52

PT 3

DP 730189



DP 1203630

2001

DP 1203630

PT 1

2

- NOTE
1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
  2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 56)
  3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807.
  4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

(S) EASEMENT FOR SUPPORT 0.5 WIDE (DP1190534)

PT 2 DENOTES PT 2 D.P.1225807  
PT 3 DENOTES PT 3 D.P.1225807

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STGS  
Subdivision No: 465-17

Registered  
13.9.2017

SP96222

Lengths are in metres. Reduction Ratio 1:300

\\Parramatta-330ChurchSt\Final\Stages

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

PARKING LEVEL 1

9-10-20

12.5251

6.535  
(SS)  
6.22

129.125

9.25

545

48.265

(55)

— 5 —

50  
51  
52

1.605-

4.7

751

0.105  
—  
2.7

1.7.7

\_\_\_\_\_

CHURCH

NOTE

1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807

2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 5A)

### 3. FOR RELATIONSHIP OF BUILDING ELEMENTS

TO PARCEL BOUNDARIES SEE D.P. 1225807.

4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

9-07-86

9  
2000

— 1 —  
(A)

504

955

202

Surveyor: Wayne Allen Diver-Juck  
 Surveyor's Ref: 124647-Parra-Resi-STG5  
 Subdivision No: 465-17  
 lengths are in metres. Reduction Ratio 1:300

Registered

13.9.2017

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|    |    |    |    |    |             |    |     |     |     |     |     |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

\\Parramatta-330ChurchSt\Final\Stage5



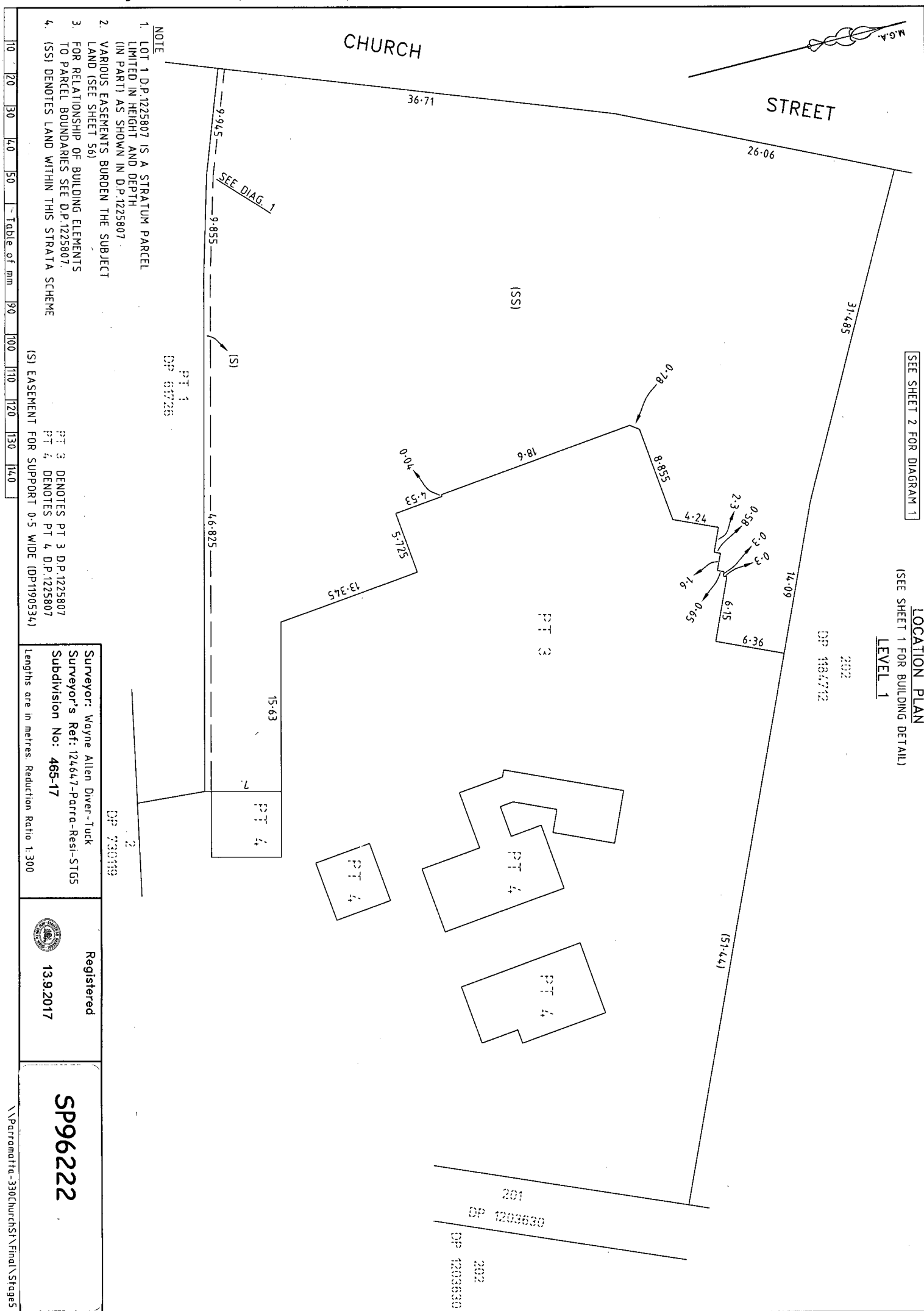




SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)

LEVEL 1



SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)

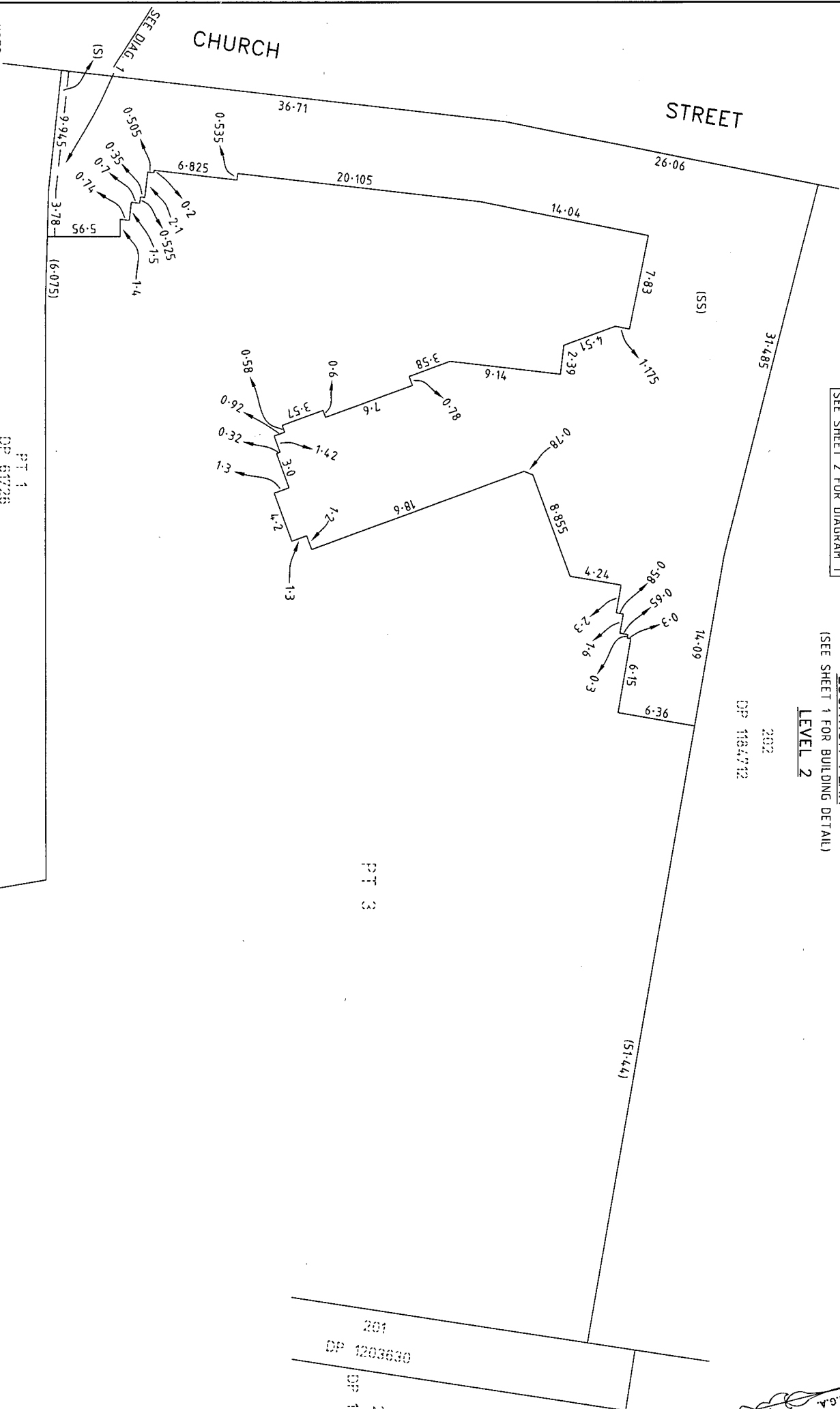
LEVEL 2

202

DP 1184712

STREET

CHURCH



PT 1  
DP 61726

PT 3

DP 730119

2

- NOTE
1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1225807
  2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 56)
  3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807.
  4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 3 DENOTES PT 3 D.P.1225807  
(S) EASEMENT FOR SUPPORT 0.5 WIDE (DP1190534)

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parramatta-Resi-ST05  
Subdivision No: 465-17

Registered  
13.9.2017

SP96222

SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)

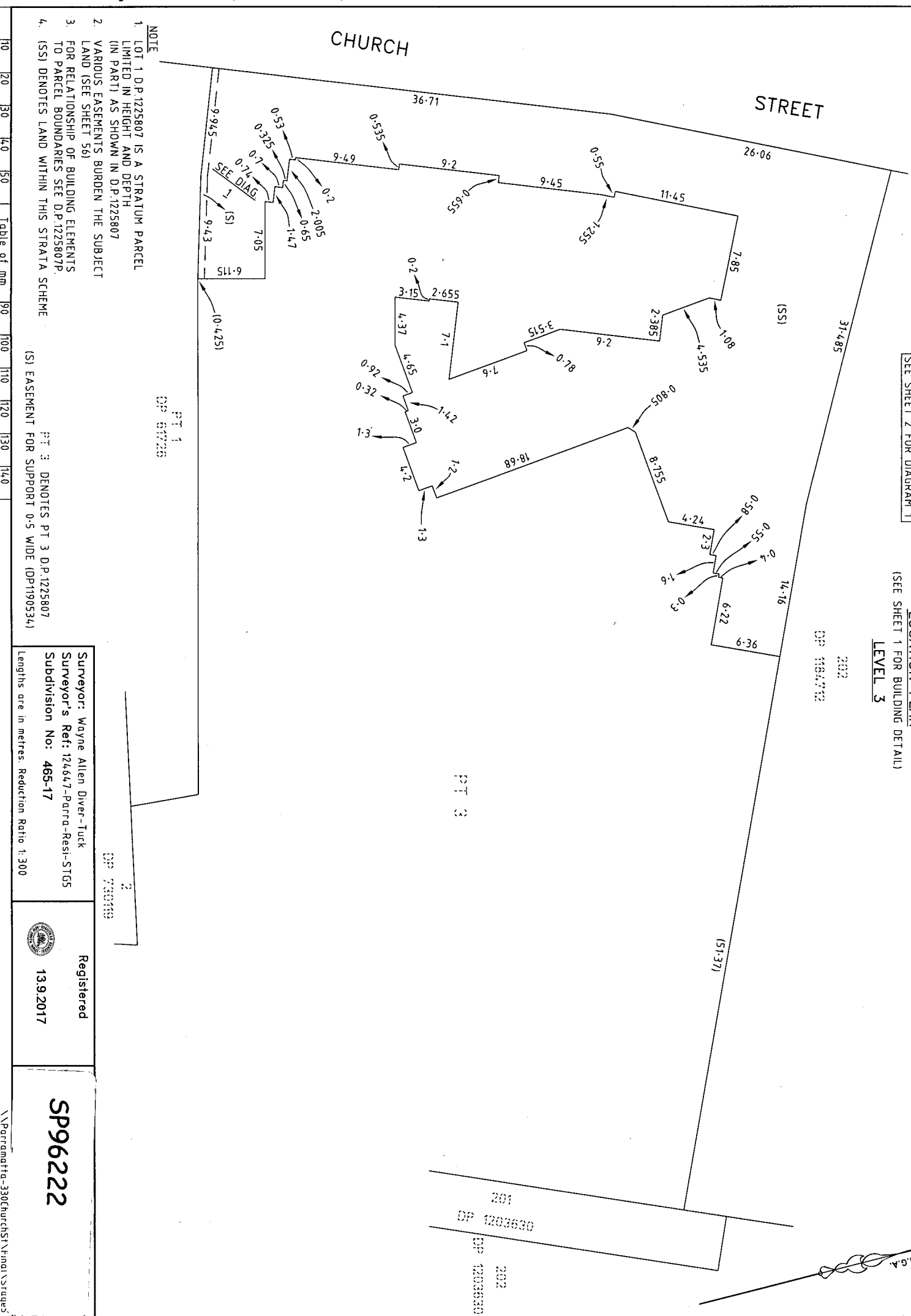
LEVEL 3

202

DP 11847712

STREET

CHURCH



SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN  
(SEE SHEET 1 FOR BUILDING DETAIL)

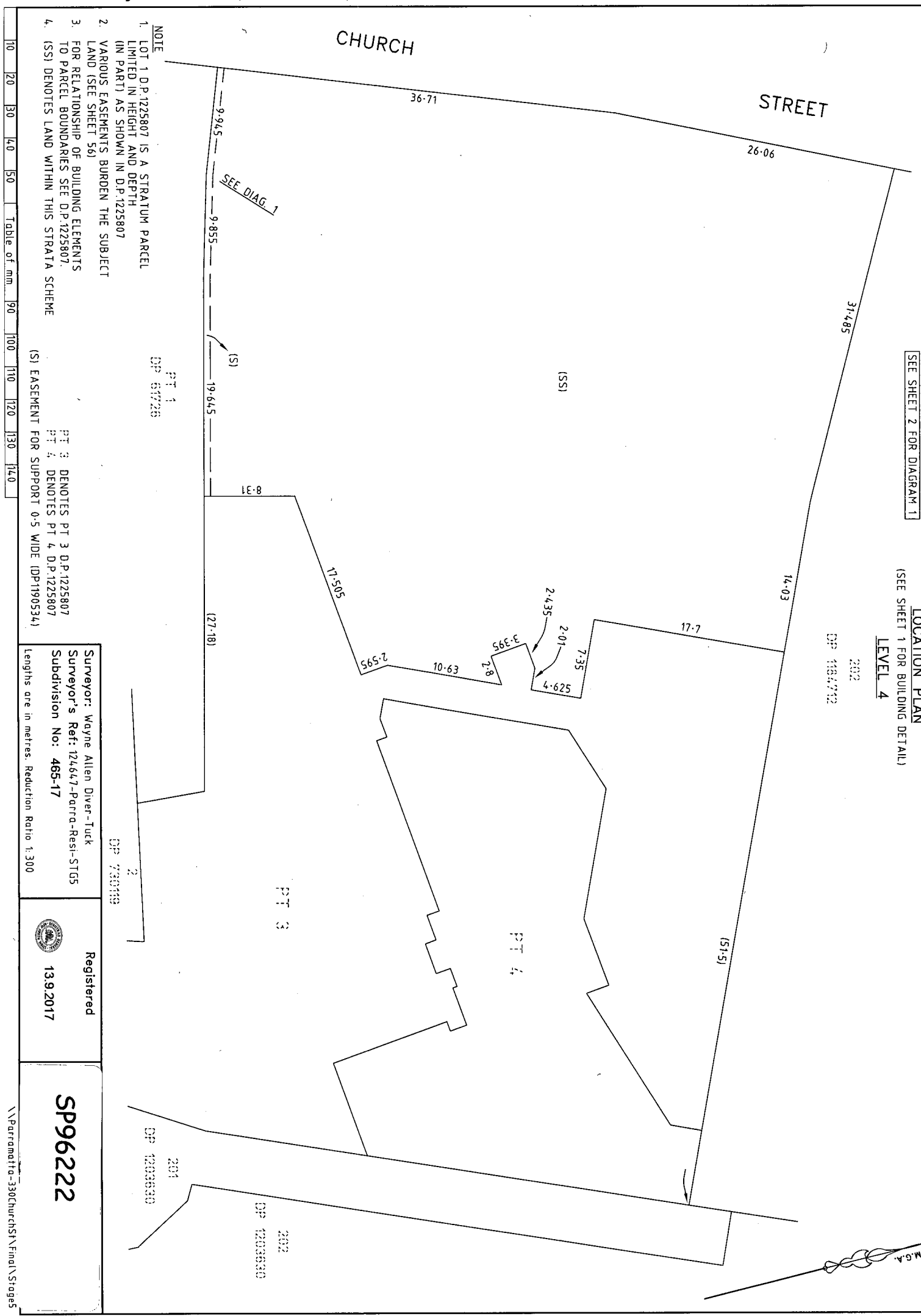
LEVEL 4

2002

DP 1184712

STREET

CHURCH



NOTE  
1. LOT 1 D.P.1225807 IS A STRATUM PARCEL  
LIMITED IN HEIGHT AND DEPTH  
(IN PART) AS SHOWN IN D.P.1225807

2. VARIOUS EASEMENTS BURDEN THE SUBJECT  
LAND (SEE SHEET 56)

3. FOR RELATIONSHIP OF BUILDING ELEMENTS  
TO PARCEL BOUNDARIES SEE D.P.1225807.

4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 1  
DP 61726

(SS)

(S) EASEMENT FOR SUPPORT 0.5 WIDE (DP1190534)

PT 3 DENOTES PT 3 D.P.1225807  
PT 4 DENOTES PT 4, D.P.1225807

PT 3

PT 4

(S1.5)

DP 730119

DP 1203630

DP 1203630

2002

201

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parra-Resi-STG5  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:300

Registered

13.9.2017

SP96222



SHEET 15 ADJOINS

PARKING LEVEL 4

SHEET 15 ADJOINS

SEE SHEET 15 FOR  
DIAGRAM PL4-1

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL  
BOUNDARIES SHOWN THUS ARE TO  
THE CENTRE OF COLUMN OR WALL AT  
FACE UNLESS OTHERWISE SHOWN

THE STRATUM OF THE STORES IS LIMITED  
IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE  
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT  
WHERE COVERED WITHIN THIS HEIGHT LIMIT.



SHEET 14 ADJOINS

SHEET 14 ADJOINS

SHEET 14 ADJOINS

(D) DENOTES DISABLED CARSPACE  
(S) DENOTES STORE  
CP DENOTES COMMON PROPERTY

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

Table of mm

|    |    |    |    |    |    |    |    |    |     |     |     |     |     |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parra-Resi-STG5  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200



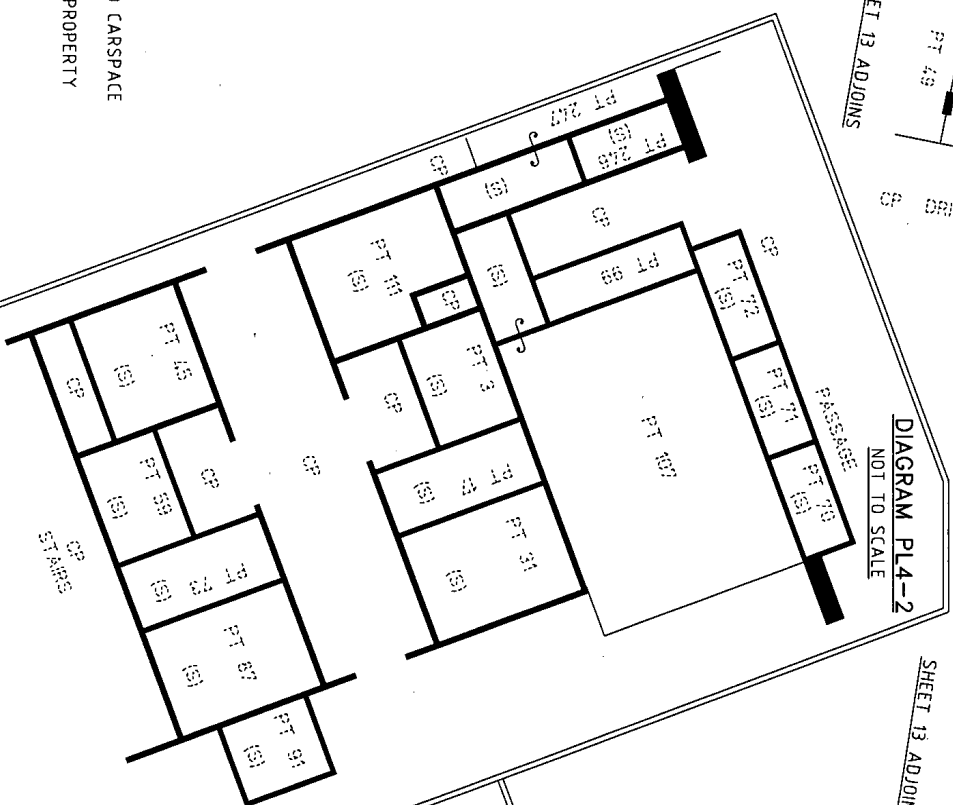
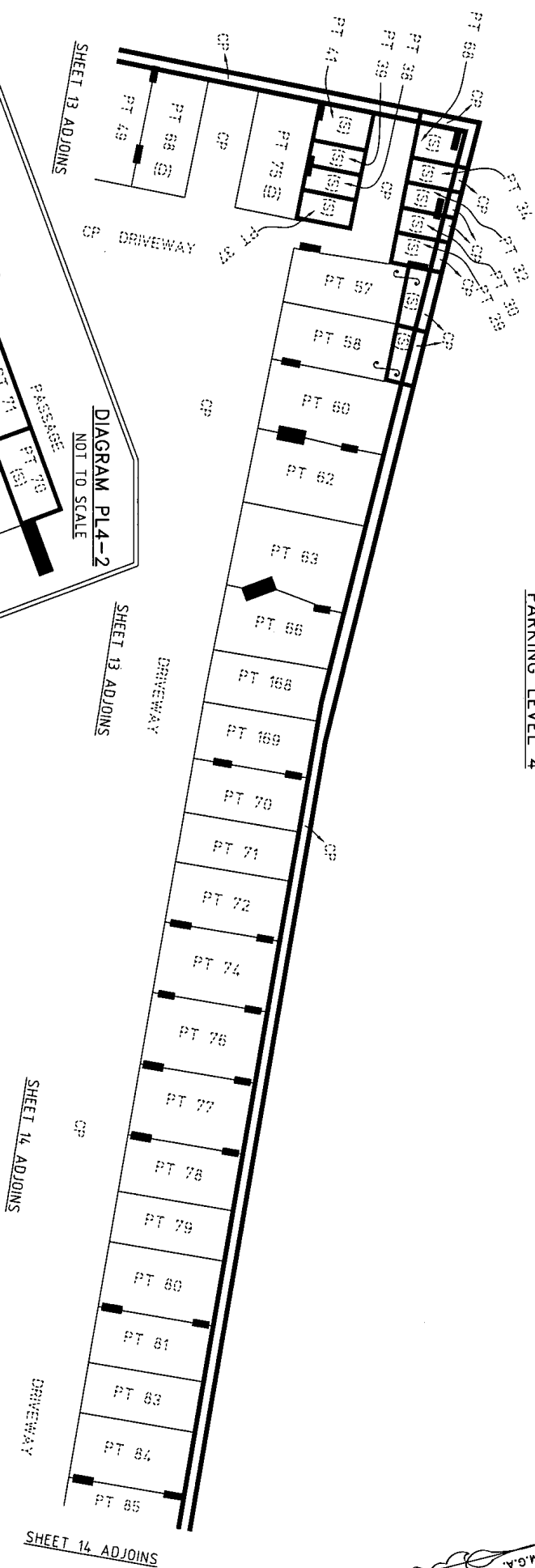
13.9.2017

Registered

SP96222



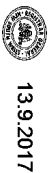
## PARKING LEVEL 4

DIAGRAM PL4-1  
NOT TO SCALE

(D) DENOTES DISABLED CARSPACE  
(S) DENOTES STORE  
CP DENOTES COMMON PROPERTY

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17

lengths are in metres. Reduction Ratio 1:200



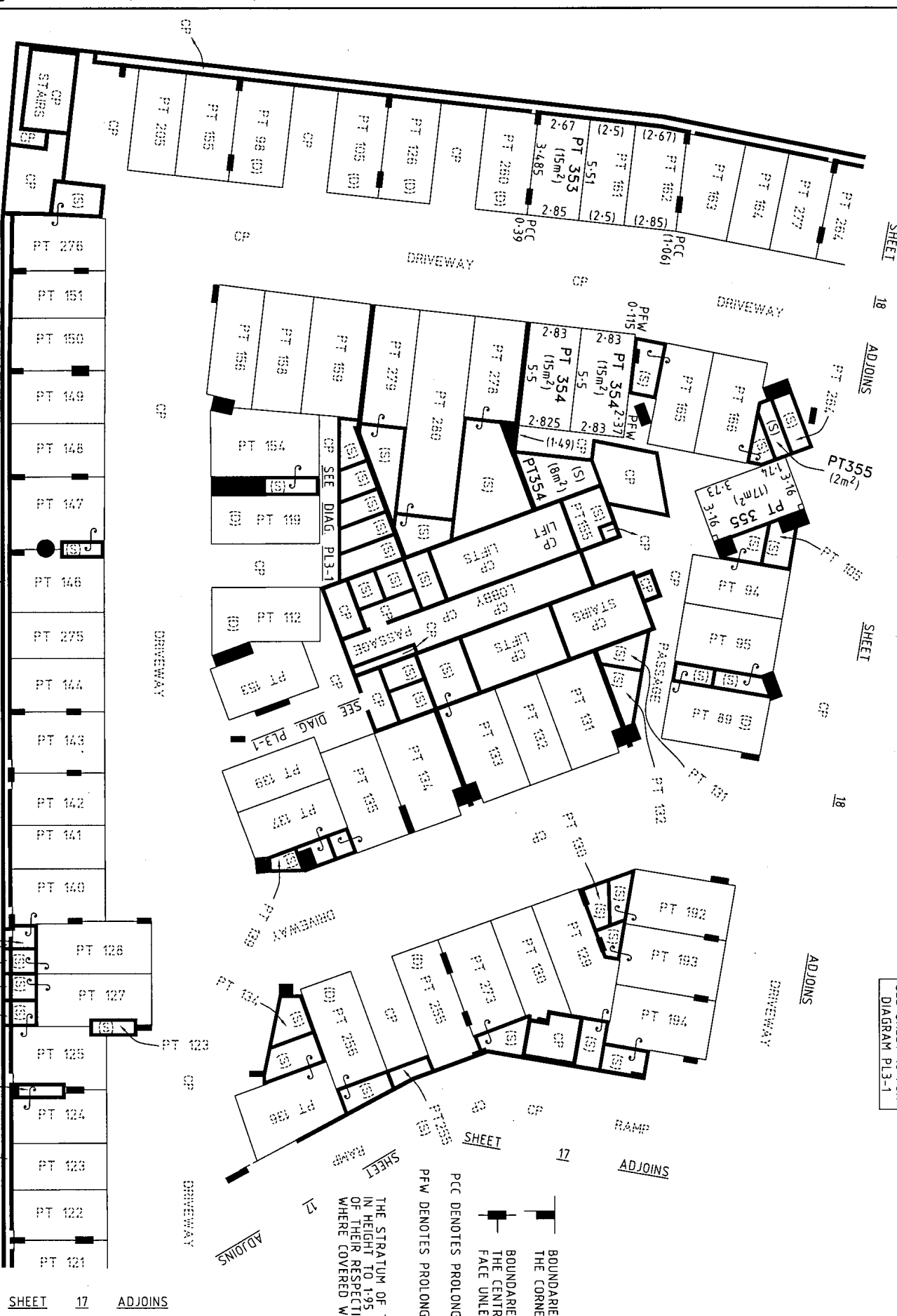
Registered  
13.9.2017

SP96222



PARKING LEVEL 3

SEE SHEET 18 FOR  
DIAGRAM PL3-1



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

PFW DENOTES PROLONGATION OF FACE OF WALL

THE STRUTUM OF THE STORES IS LIMITED IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Table of mm 10 20 30 40 50 90 100 110 120 130 140

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17

Registered 13.9.2017

SP96222

\\Parramatta-330ChurchSt\Final\Stages5

SEE SHEET 18 FOR  
DIAGRAM PL3-2


|             |    |    |    |    |    |    |    |    |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

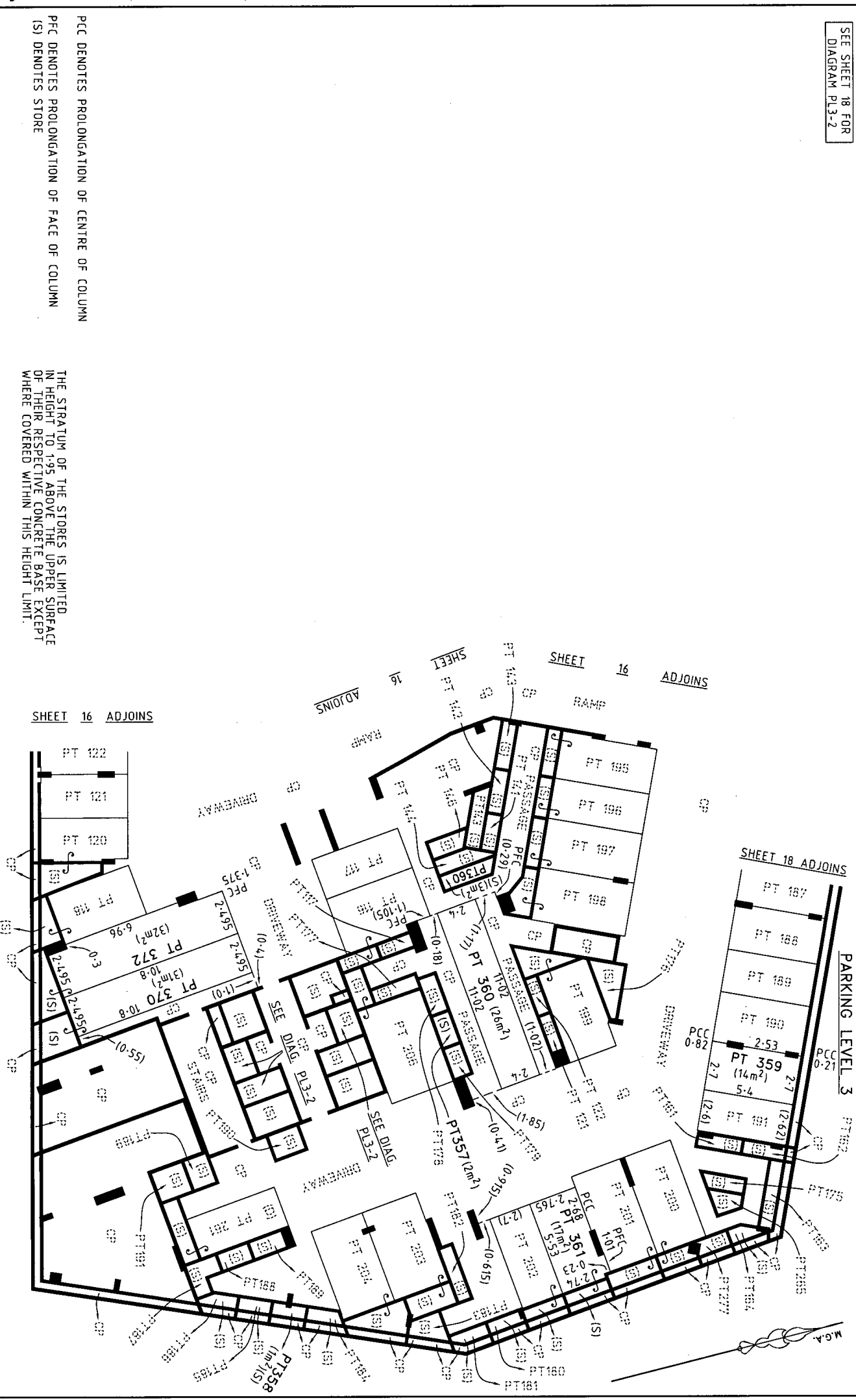
BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO  
FACE UNLESS OTHERWISE SHOWN

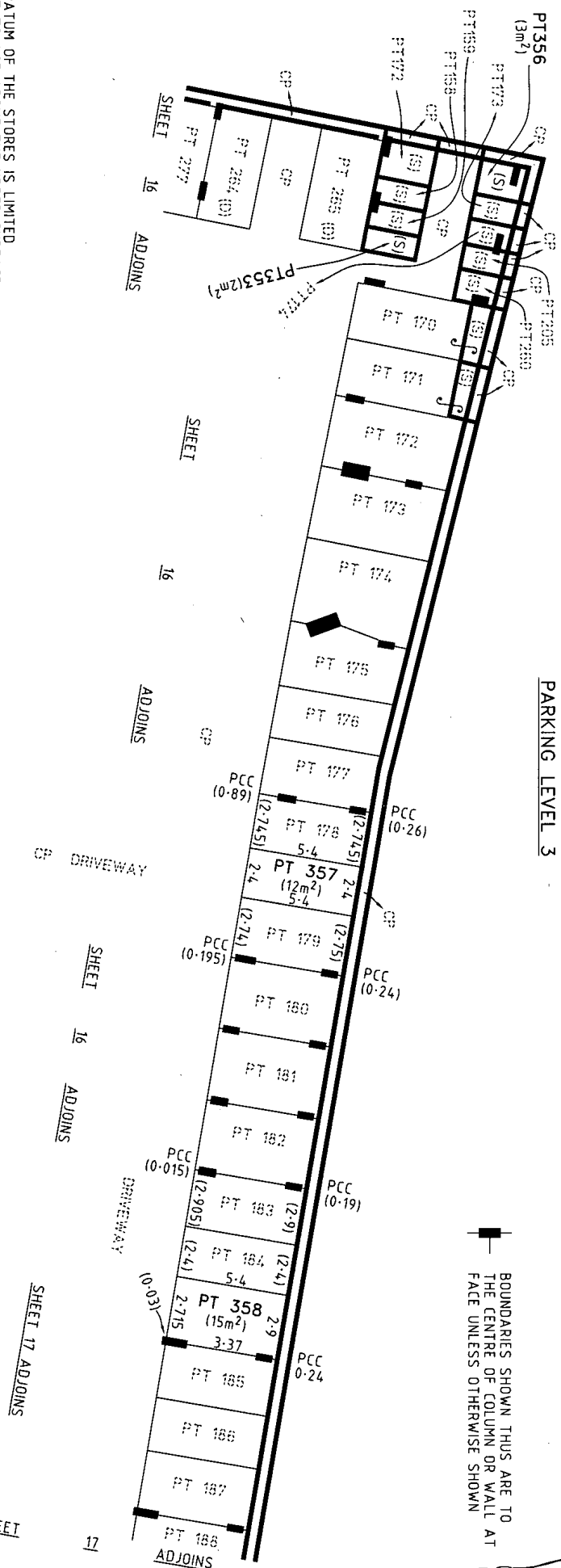
Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

  
Registered  
13.9.2017

SP96222



PARKING LEVEL 3



BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

DIAGRAM PL3-2  
NOT TO SCALE

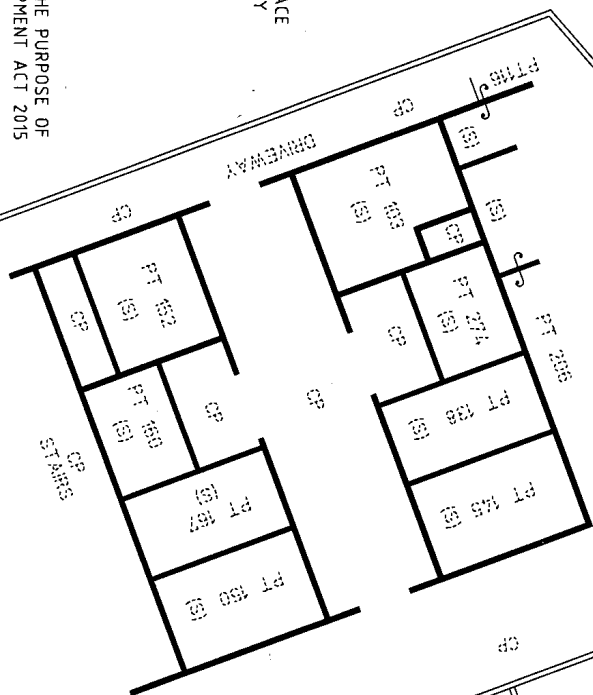
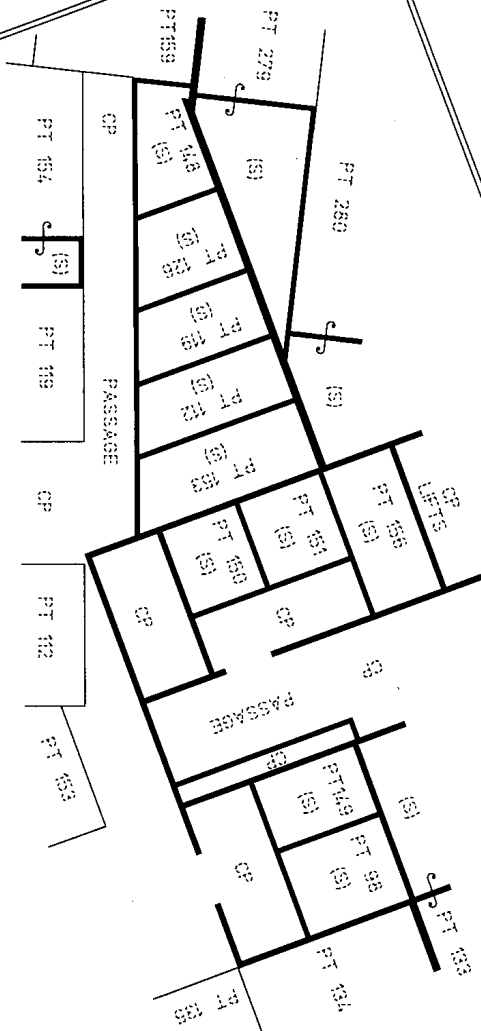


DIAGRAM PL3-1  
NOT TO SCALE



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

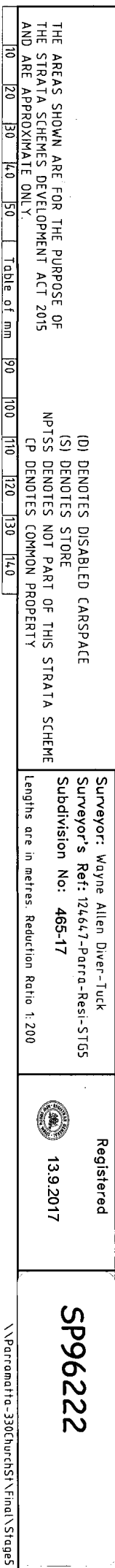
(D) DENOTES DISABLED CARSPACE  
CP DENOTES COMMON PROPERTY  
(S) DENOTES STORE  
PCC DENOTES PROLONGATION  
OF CENTRE OF COLUMN

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-ST05  
Subdivision No: 465-17

Registered  
13.9.2017

SP96222

SEE SHEET 21 FOR  
DIAGRAM PL2-1



## PARKING LEVEL 2

SEE SHEET 21 FOR  
DIAGRAM PL2-2

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN  
PFC DENOTES PROLONGATION OF FACE OF COLUMN

BOUNDARIES SHOWN THUS ARE TO  
THE CENTRE OF COLUMN OR WALL AT  
FACE UNLESS OTHERWISE SHOWN

BOUNDARIES SHOWN THUS ARE TO  
THE CORNER OF COLUMN OR WALL

THE STRATUM OF THE STORES IS LIMITED  
IN HEIGHT TO 4.95 ABOVE THE UPPER SURFACE  
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT  
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

└ DENOTES 90°  
(S) DENOTES STORE

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME  
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17

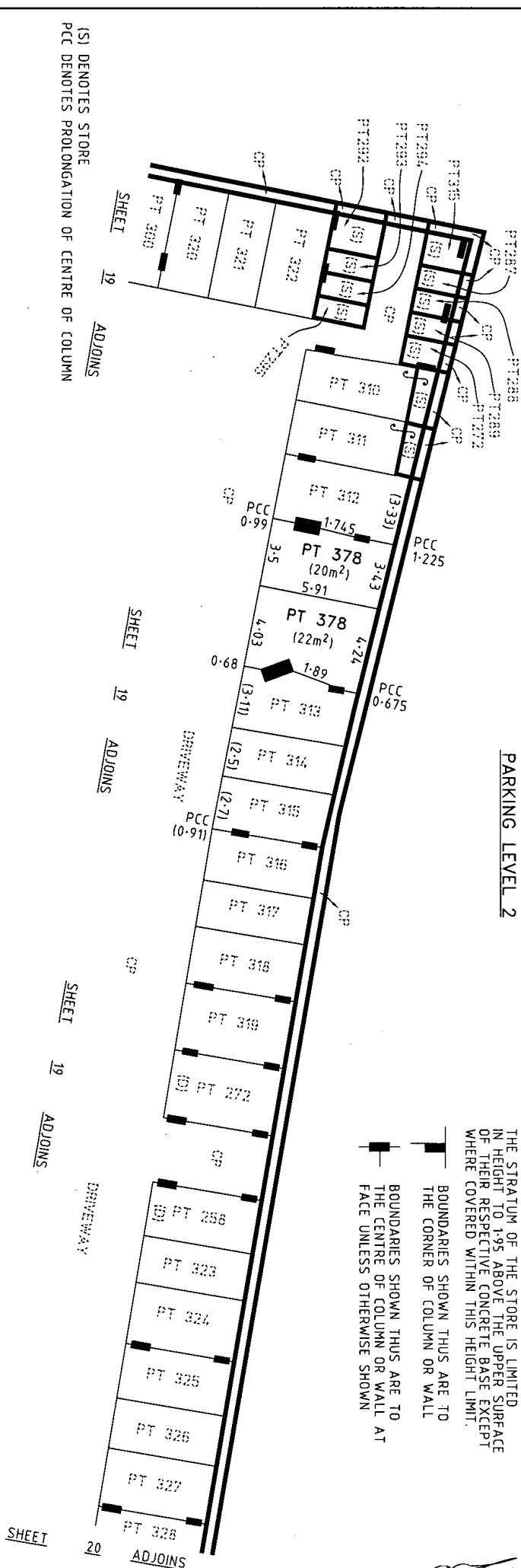
Registered  
13.9.2017

SP96222

PARKING LEVEL 2

THE STRATUM OF THE STORE IS LIMITED IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL  
BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN



CP DENOTES COMMON PROPERTY  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME  
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

DIAGRAM PL2-1  
NOT TO SCALE

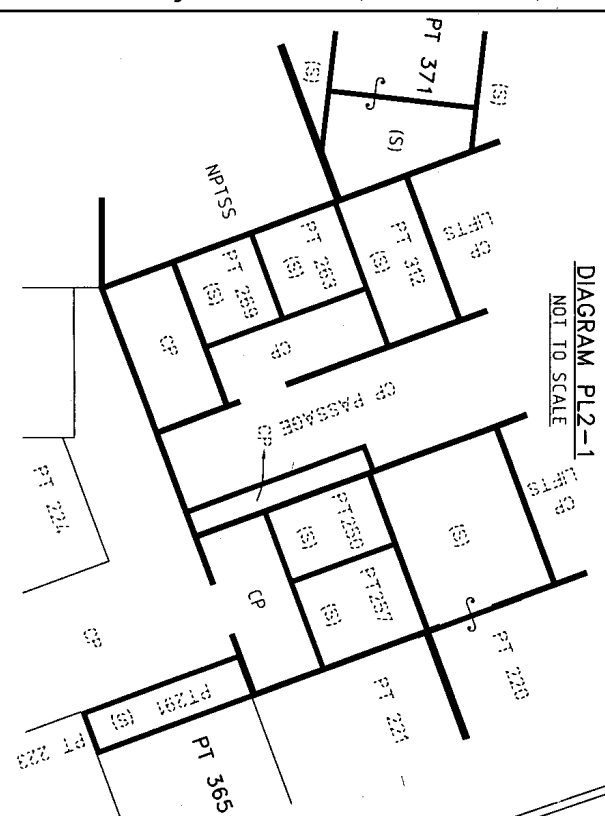
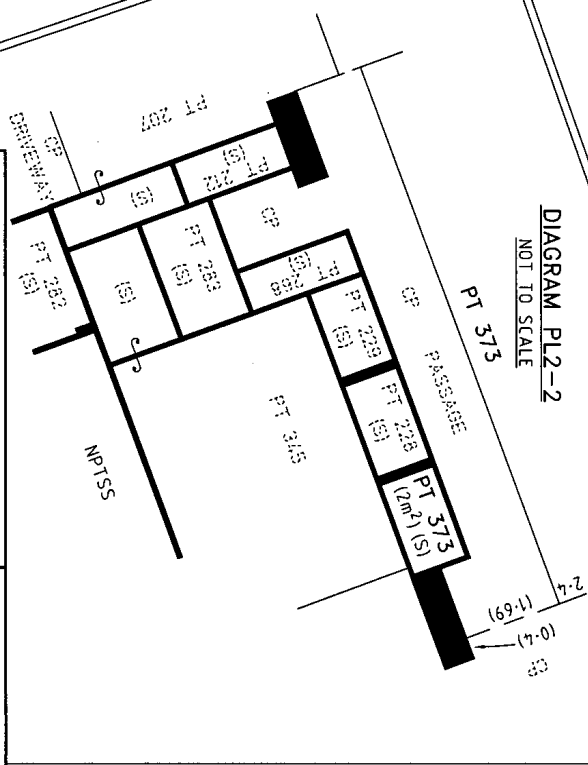


DIAGRAM PL2-2  
NOT TO SCALE



Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-STG5  
Subdivision No: 465-17

Registered  
13.9.2017

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PARKING LEVEL 1

SHEET 23 ADJOINS



THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

VP DENOTES VISITOR PARKING-CP  
SCS DENOTES SMALL CARSPACE  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME  
CP DENOTES COMMON PROPERTY

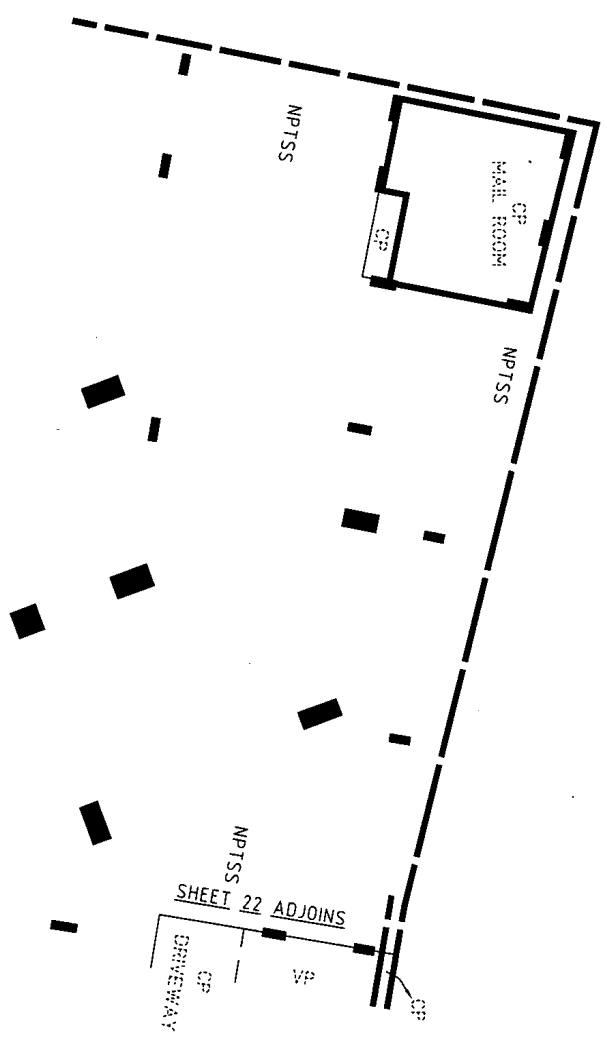
Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parramatta-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

Registered  
13.9.2017

SP96222

| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

PARKING LEVEL 1



VP DENOTES VISITOR PARKING-CP

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

CP DENOTES COMMON PROPERTY

|             |    |    |    |    |    |    |    |    |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

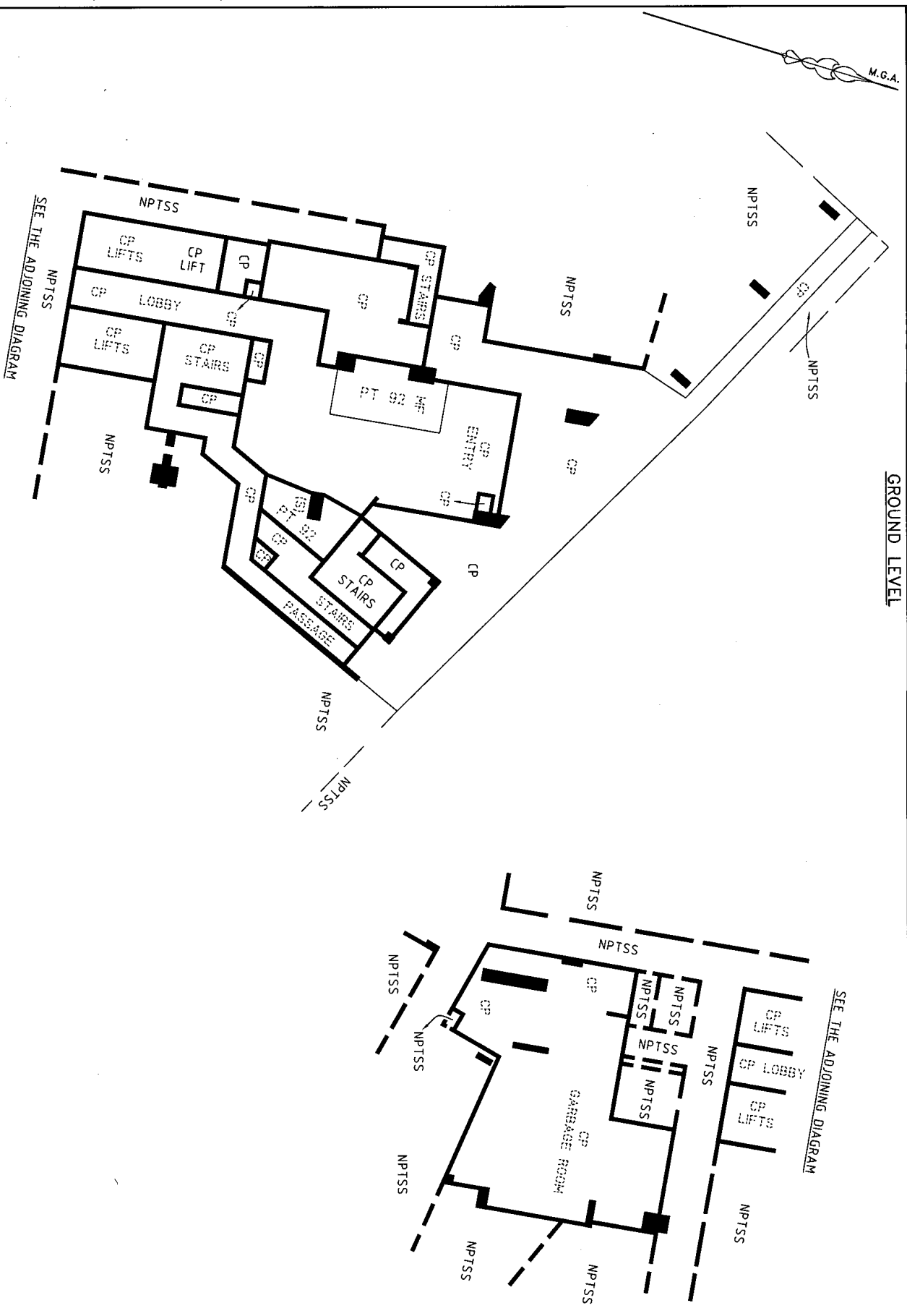


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13.9.2017

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GROUND LEVEL



CP DENOTES COMMON PROPERTY  
MF DENOTES MANAGERS FACILITY  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME  
(S) DENOTES STORE

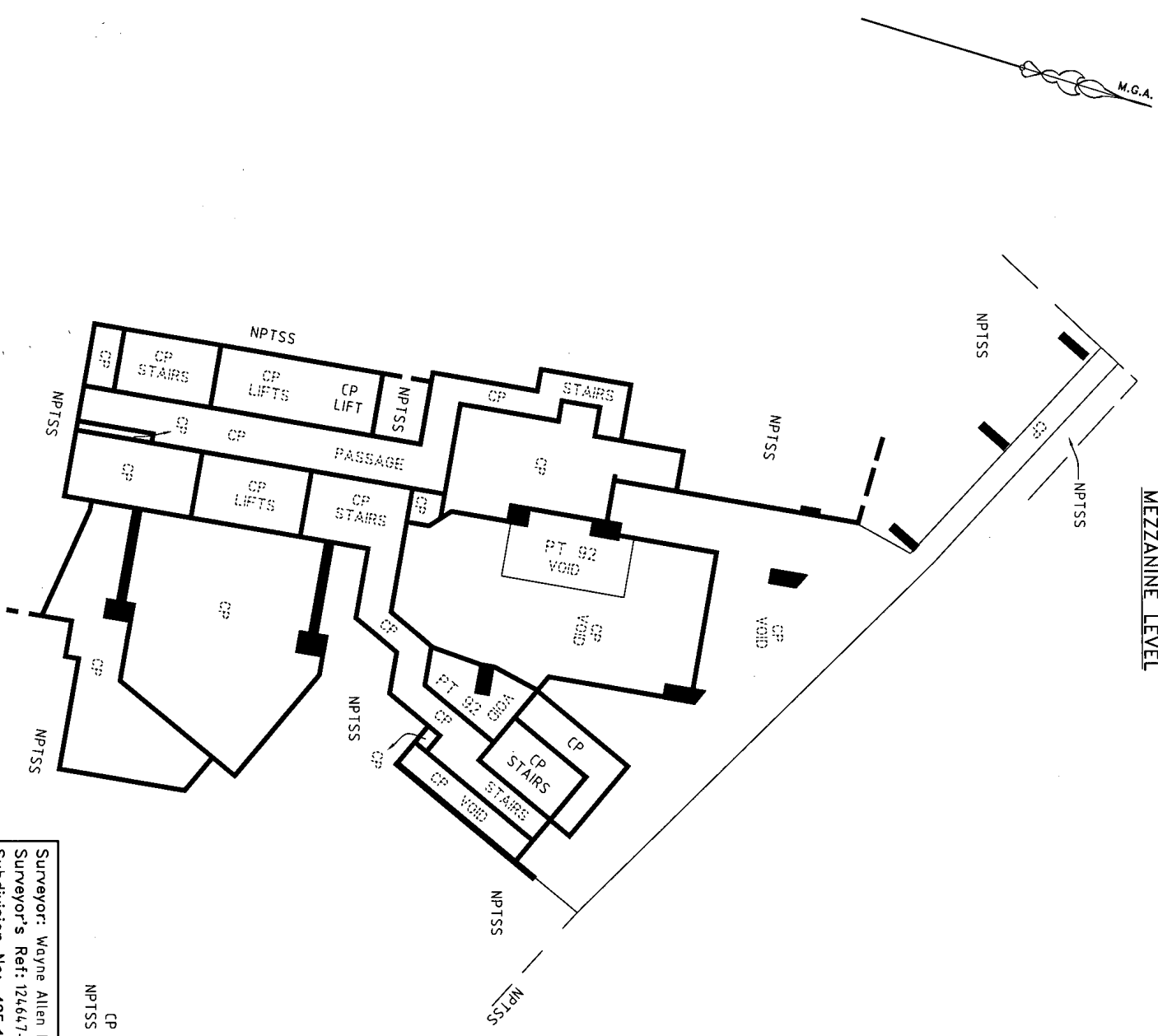
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|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG5  
Subdivision No: 465-17

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13.9.2017

SP966222

MEZZANINE LEVEL



CP DENOTES COMMON PROPERTY  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200



Registered  
13.9.2017

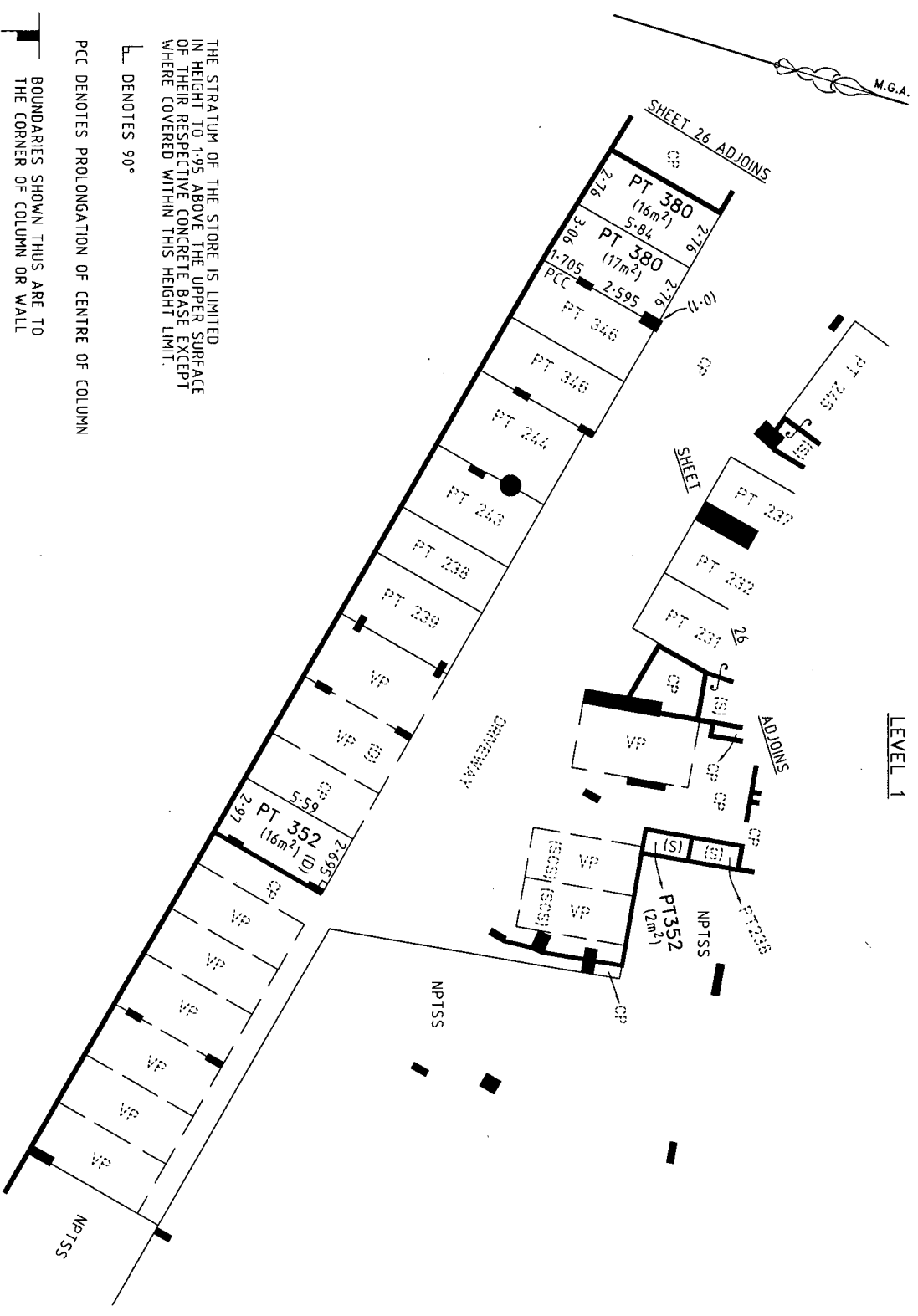
SP96222

10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Parramatta-330ChurchStVirtual\sp96222



LEVEL 1



THE STRATUM OF THE STORE IS LIMITED IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

└ DENOTES 90°

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

- (D) DENOTES DISABLED CARSPACE
  - (SCS) DENOTES SMALL CARSPACE
  - (S) DENOTES STORE
  - VP DENOTES VISITOR PARKING-CP
  - NPSS DENOTES NOT PART OF THIS STRATA SCHEME
  - CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

|    |    |    |    |    |             |    |     |     |     |     |     |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

Registered  
13.9.2017

SP96222

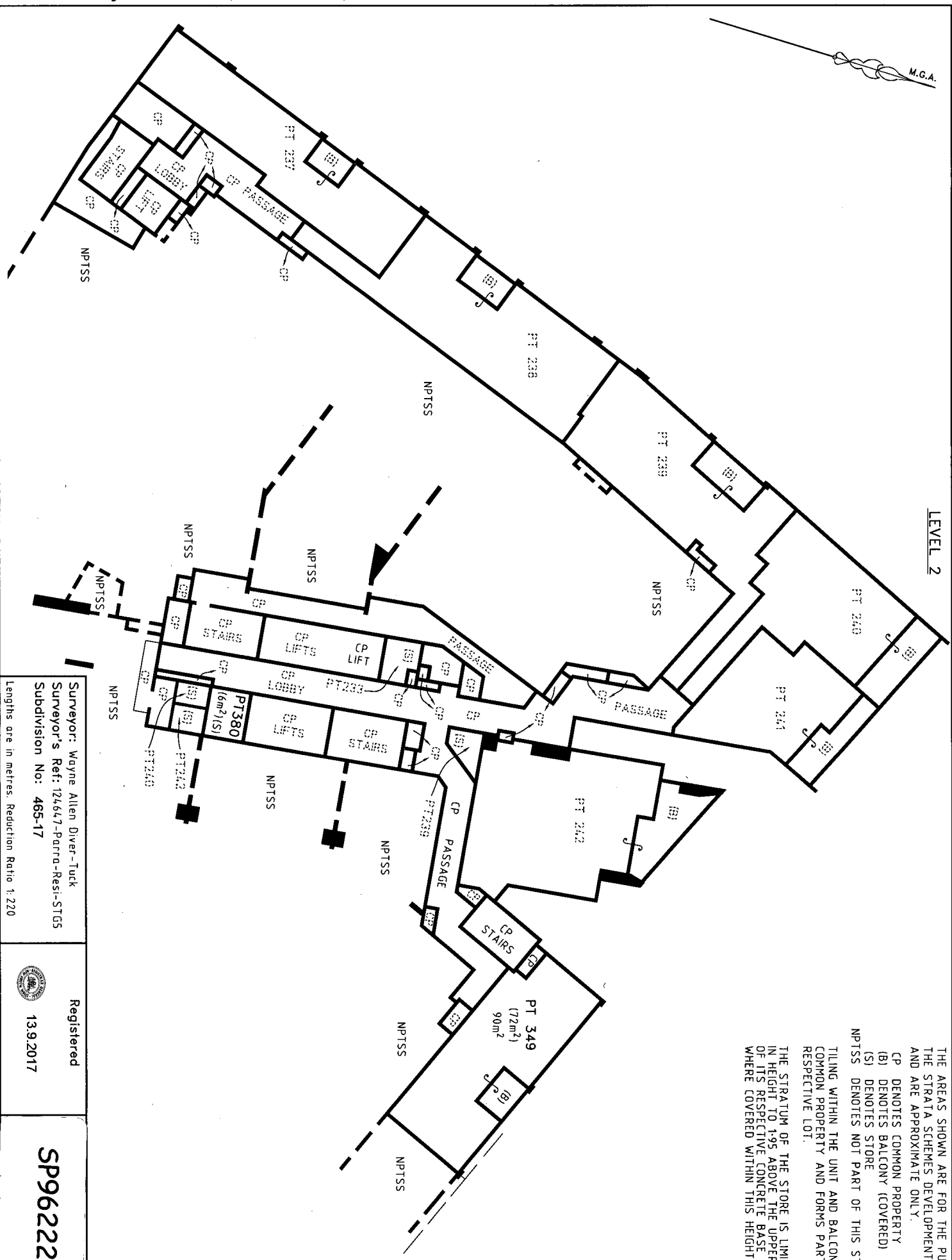
LEVEL 2

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

CP DENOTES COMMON PROPERTY  
(B) DENOTES BALCONY (COVERED)  
(S) DENOTES STORE  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

TILING WITHIN THE UNIT AND BALCONY IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

THE STRATUM OF THE STORE IS LIMITED IN HEIGHT TO 1.95 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parra-Resi-ST05  
Subdivision No: 465-17

Lengths are in metres. Reduction Ratio 1:220

Registered  
13.9.2017

SP96222

\\Parramatta-330ChurchSt\\Final\\Strates

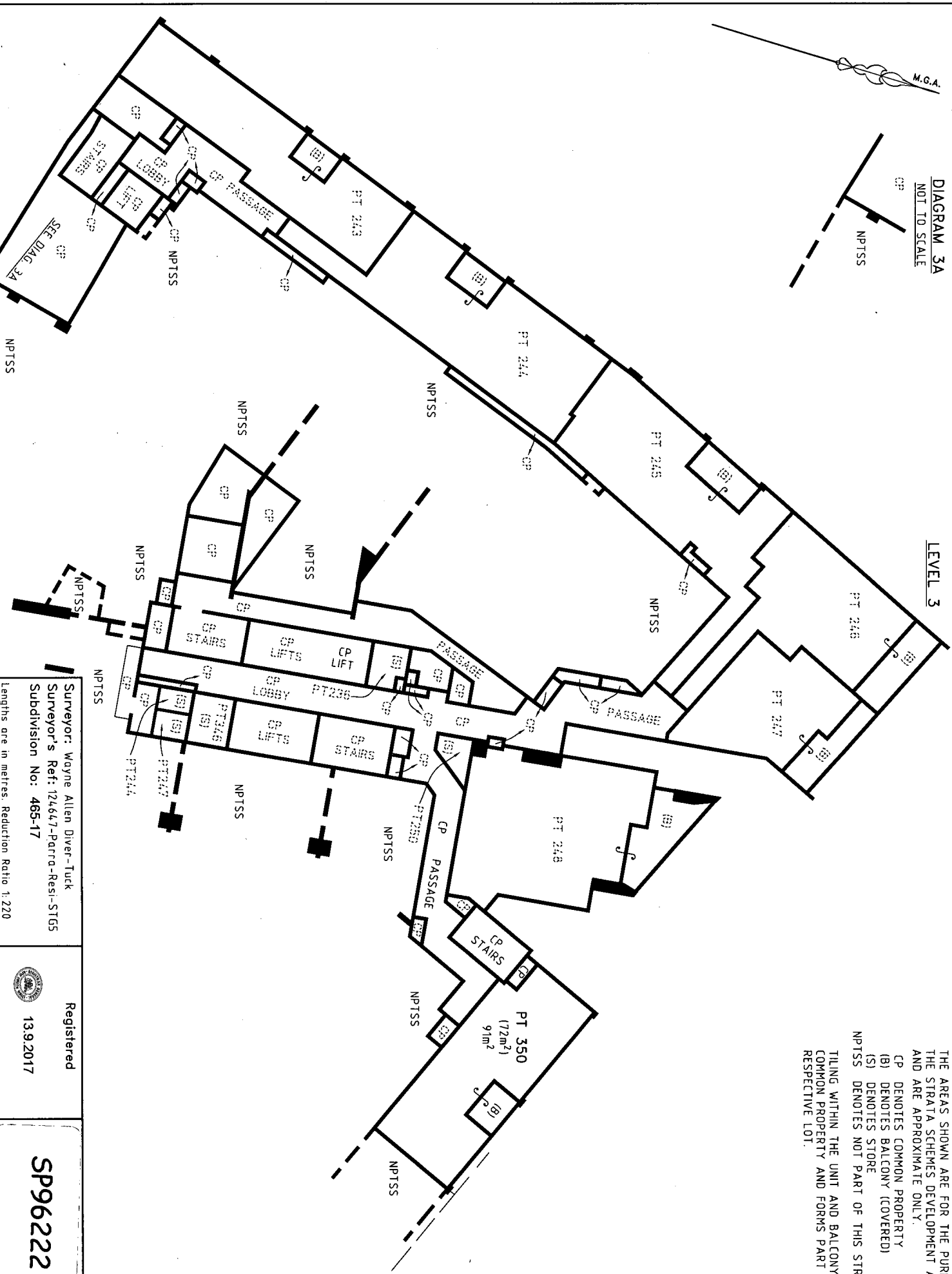
**DIAGRAM 3A**  
NOT TO SCALE

**LEVEL 3**

THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

CP DENOTES COMMON PROPERTY  
(B) DENOTES BALCONY (COVERED)  
(S) DENOTES STORE  
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

TILING WITHIN THE UNIT AND BALCONY IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.



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

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST65  
Subdivision No: 465-17

Registered  
13.9.2017

SP96222

\\Parramatta-330\urcnst\vrnu\vrnges

WNT 6/9/17

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 30 of 56 Sheets

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.  
TILING WITHIN THE UNITS, AND TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

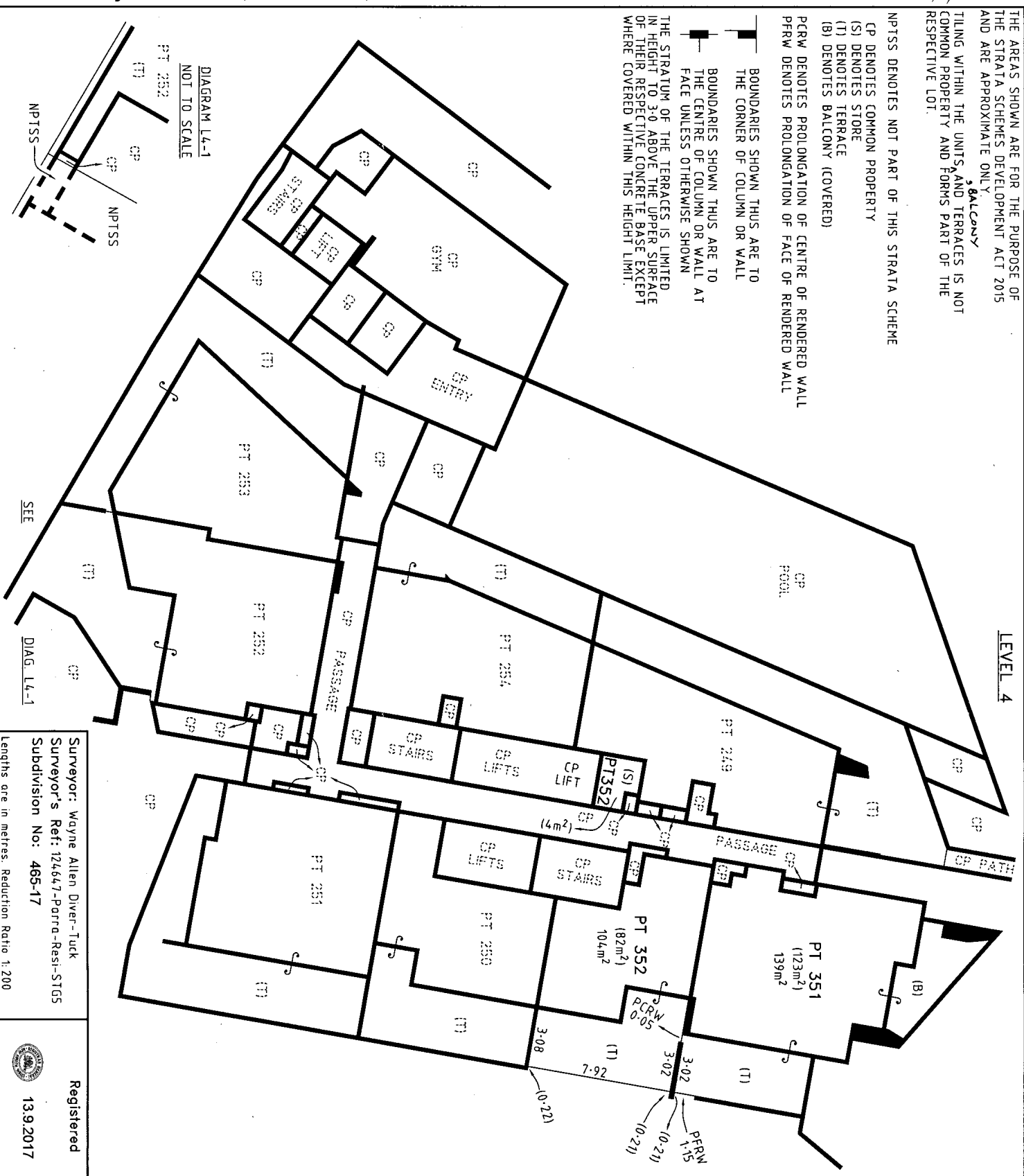
NPSS DENOTES NOT PART OF THIS STRATA SCHEME

CP DENOTES COMMON PROPERTY  
(S) DENOTES STORE  
(T) DENOTES TERRACE  
(B) DENOTES BALCONY (COVERED)  
PCRW DENOTES PROLONGATION OF CENTRE OF RENDERED WALL  
PPRW DENOTES PROLONGATION OF FACE OF RENDERED WALL

BOUNDARIES SHOWN ARE TO THE CORNER OF COLUMN OR WALL  
BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3.0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

LEVEL 4



Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parramatta-Resi-ST05  
Subdivision No: 465-17

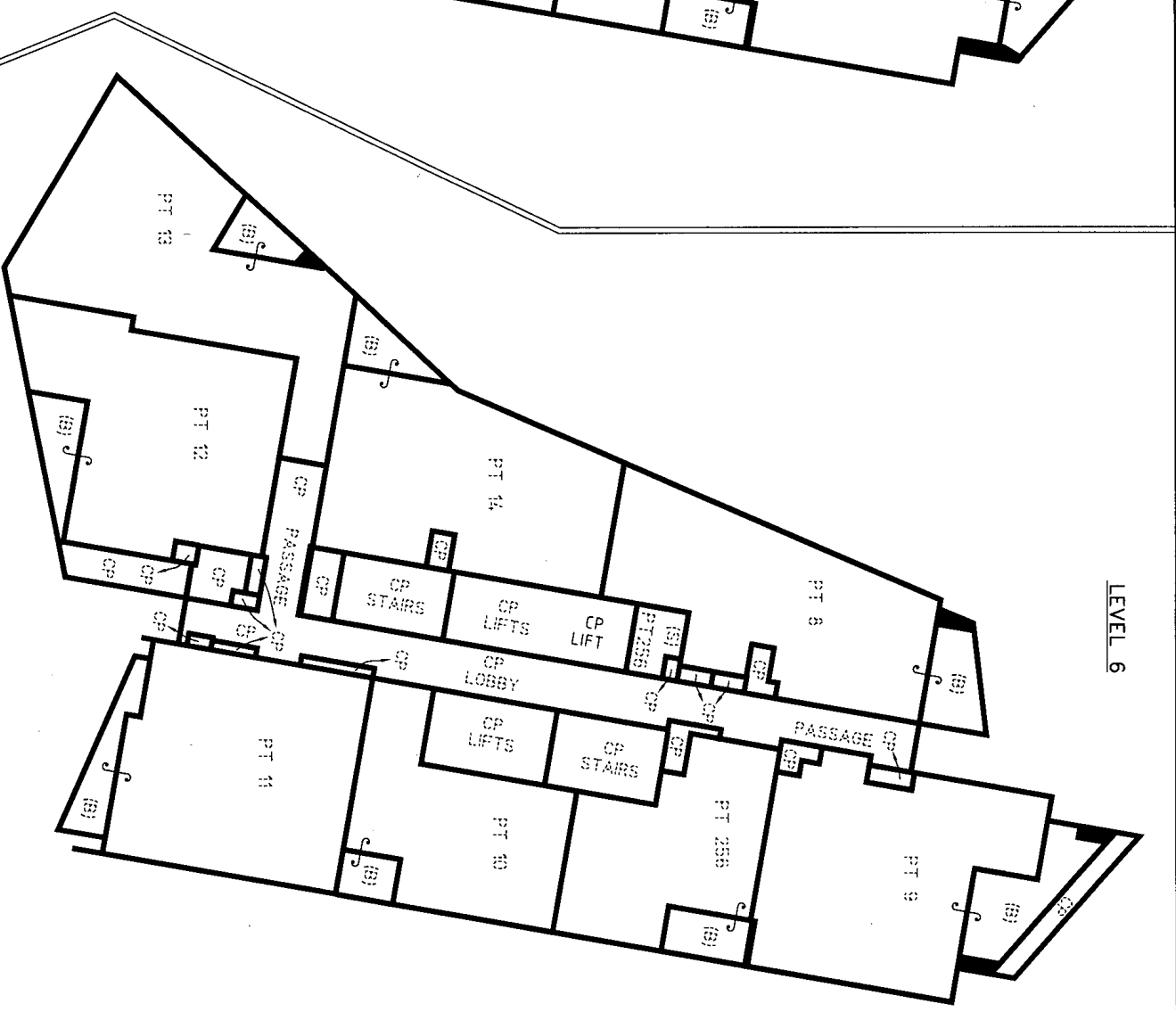
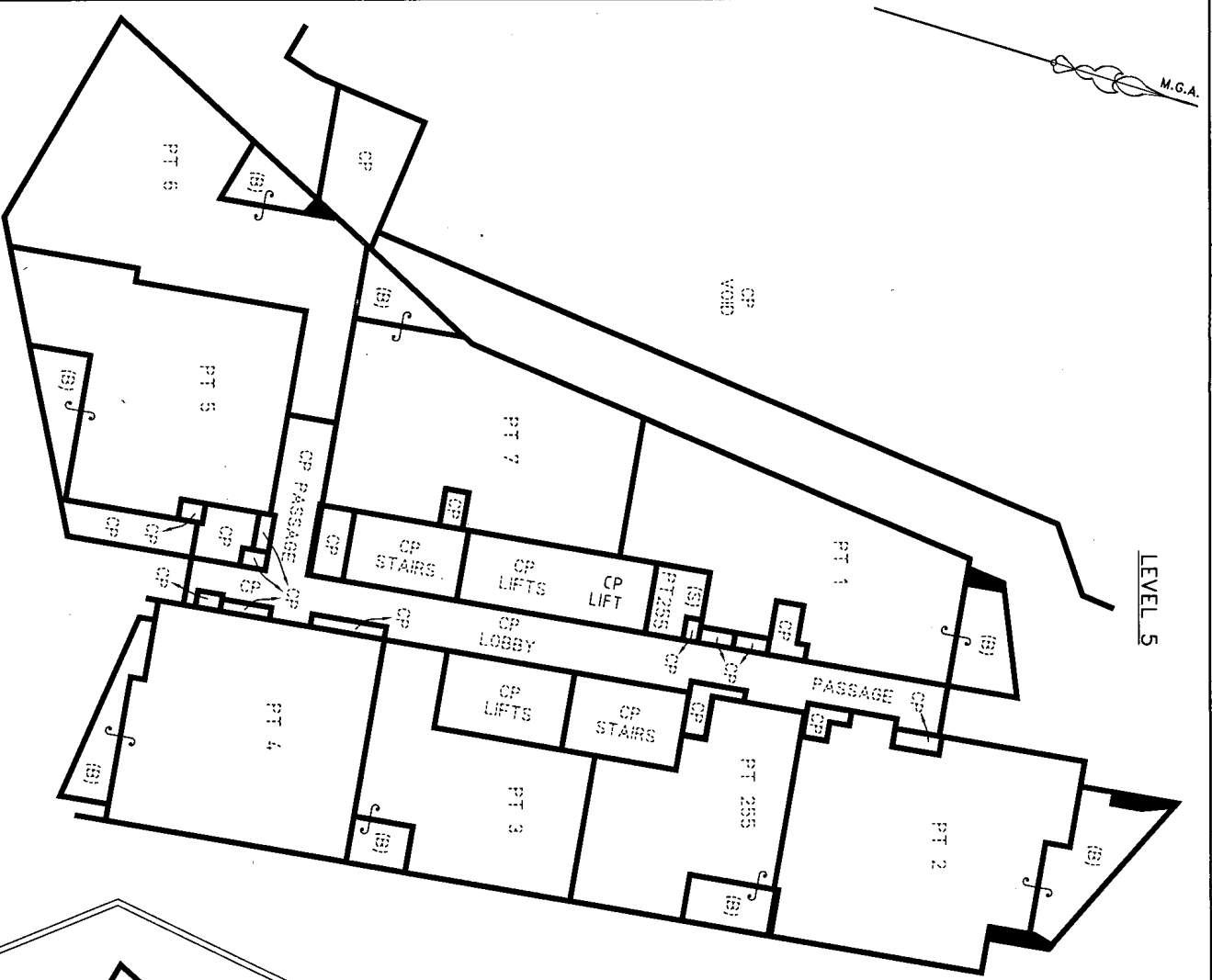
Registered  
13.9.2017

SP96222

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

\\Parramatta-330ChurchStVina\Strages



(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parra-Resi-ST05  
Subdivision No: 465-17

Lengths are in metres. Reduction Ratio 1:200



Registered  
13.9.2017

SP96222

\\Parramatta-330ChurchSt\Final\Stages5





\\Parramatta-330ChurchSt\Final\Stages5



(S) DENOTES STORE  
 (B) DENOTES BALCONY (COVERED)  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF  
 THE STRATA SCHEMES DEVELOPMENT ACT 2015  
 AND ARE APPROXIMATE ONLY.

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 12464.7-Parra-Resi-ST65  
 Subdivision No: 465-17

Lengths are in metres. Reduction Ratio 1:200



Registered  
 13.9.2017

SP96222

\\Parramatta-330ChurchSt\Final\Stages5



(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-ST65  
Subdivision No: 465-17

Lengths are in metres. Reduction Ratio 1:200



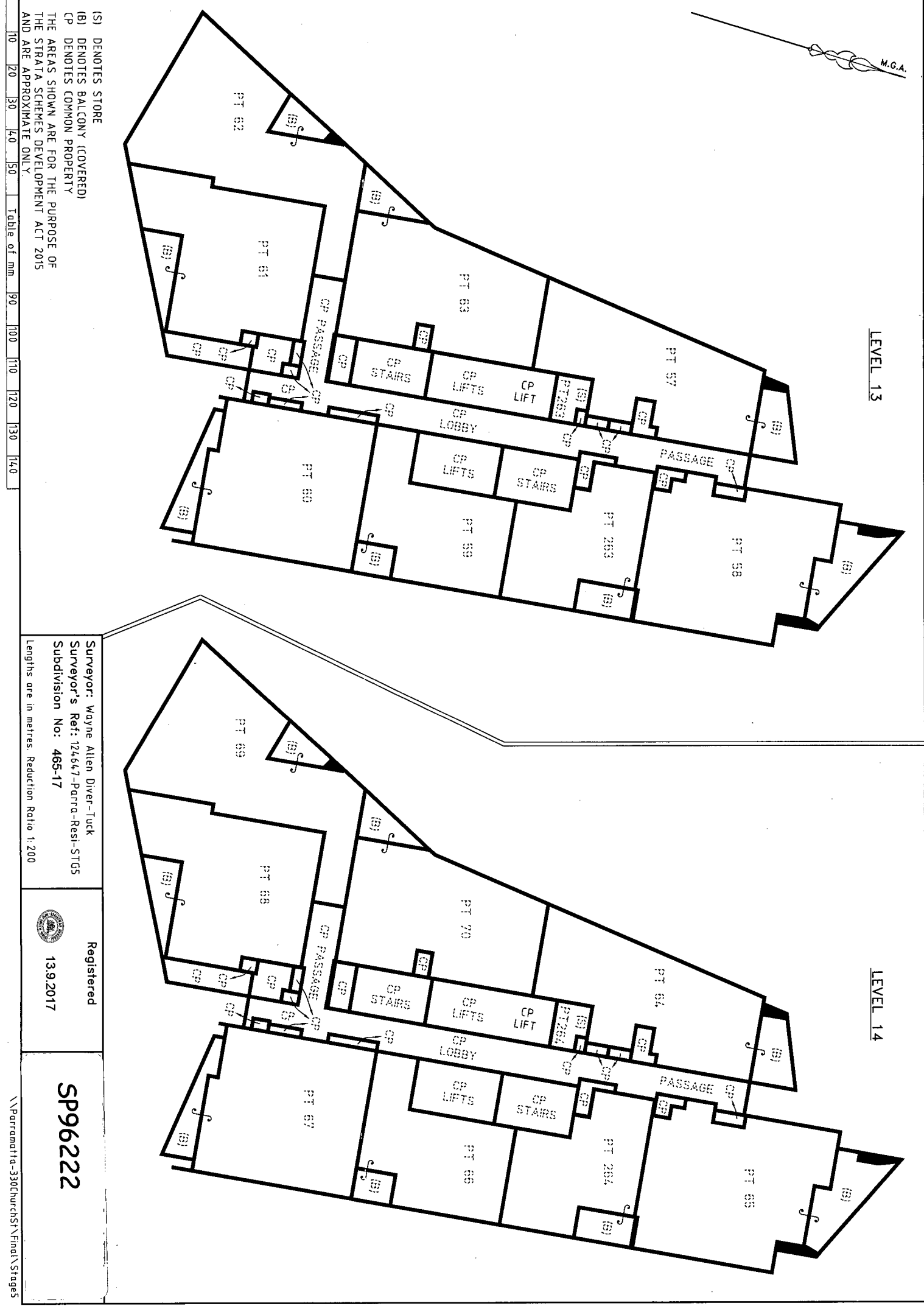
Registered  
13.9.2017

SP96222

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

\\Parramatta-330ChurchSt\Final\Stages



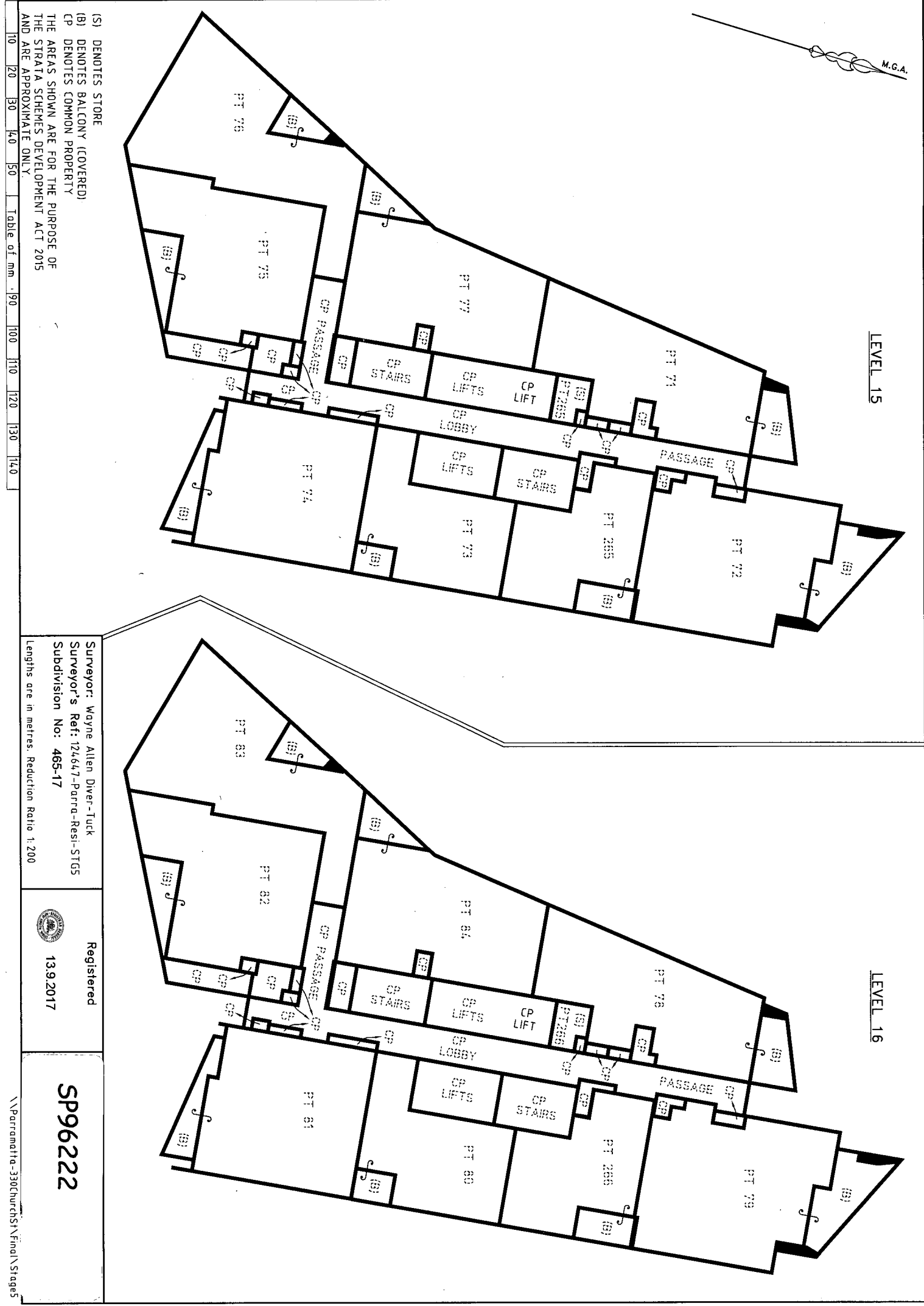
(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

|             |    |    |    |    |    |    |    |    |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Resi-ST05  
Subdivision No: 465-17

Registered  
13.9.2017

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(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

|             |    |    |    |    |    |    |    |    |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464-7-Parra-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

Registered  
13.9.2017

SP96222

(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

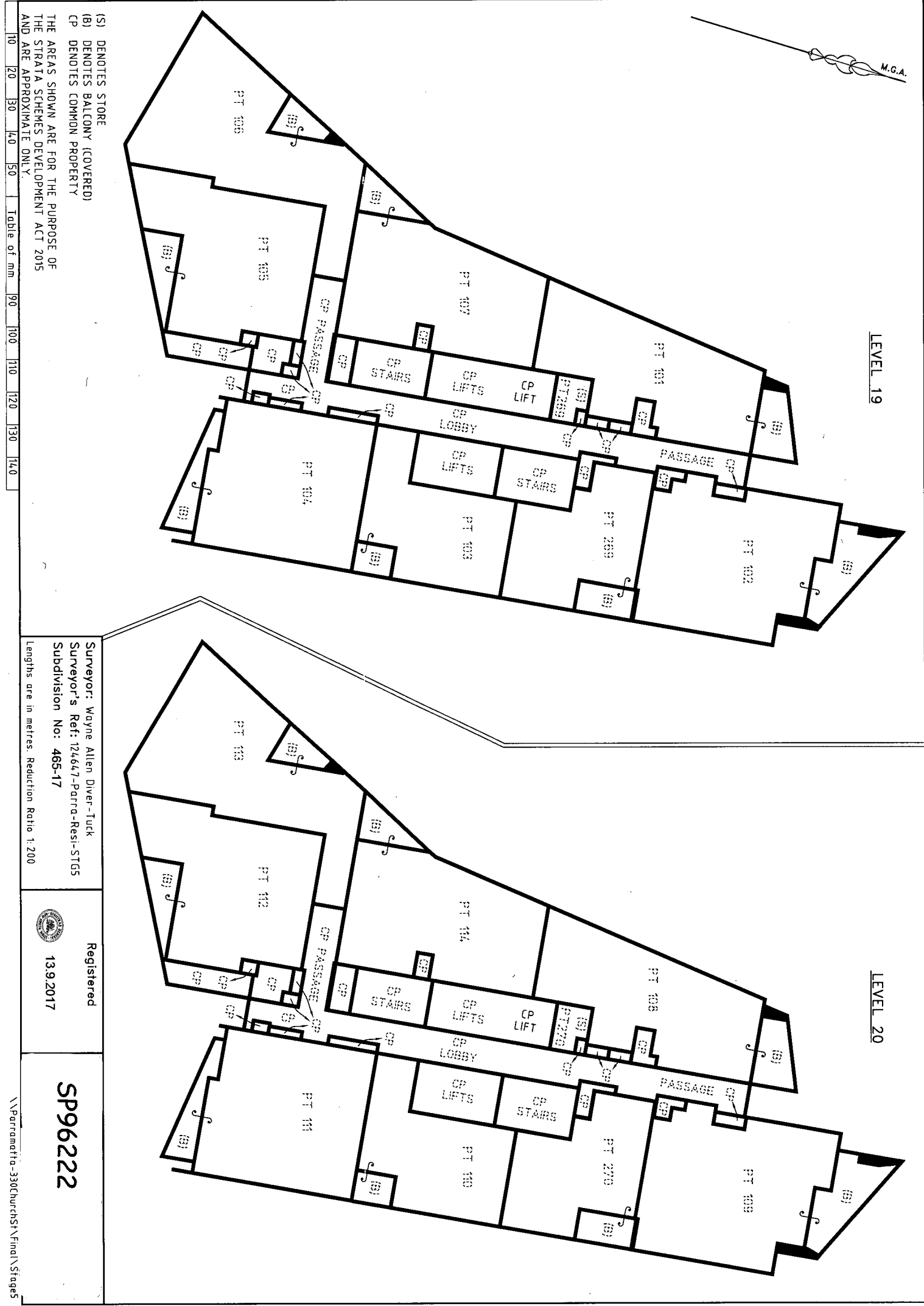
10 20 30 40 50 60 70 80 90 100 110 120 130 140  
Table of mm



Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parra-Resi-ST05  
Subdivision No: 465-17  
lengths are in metres. Reduction Ratio 1:200

Registered  
13.9.2017

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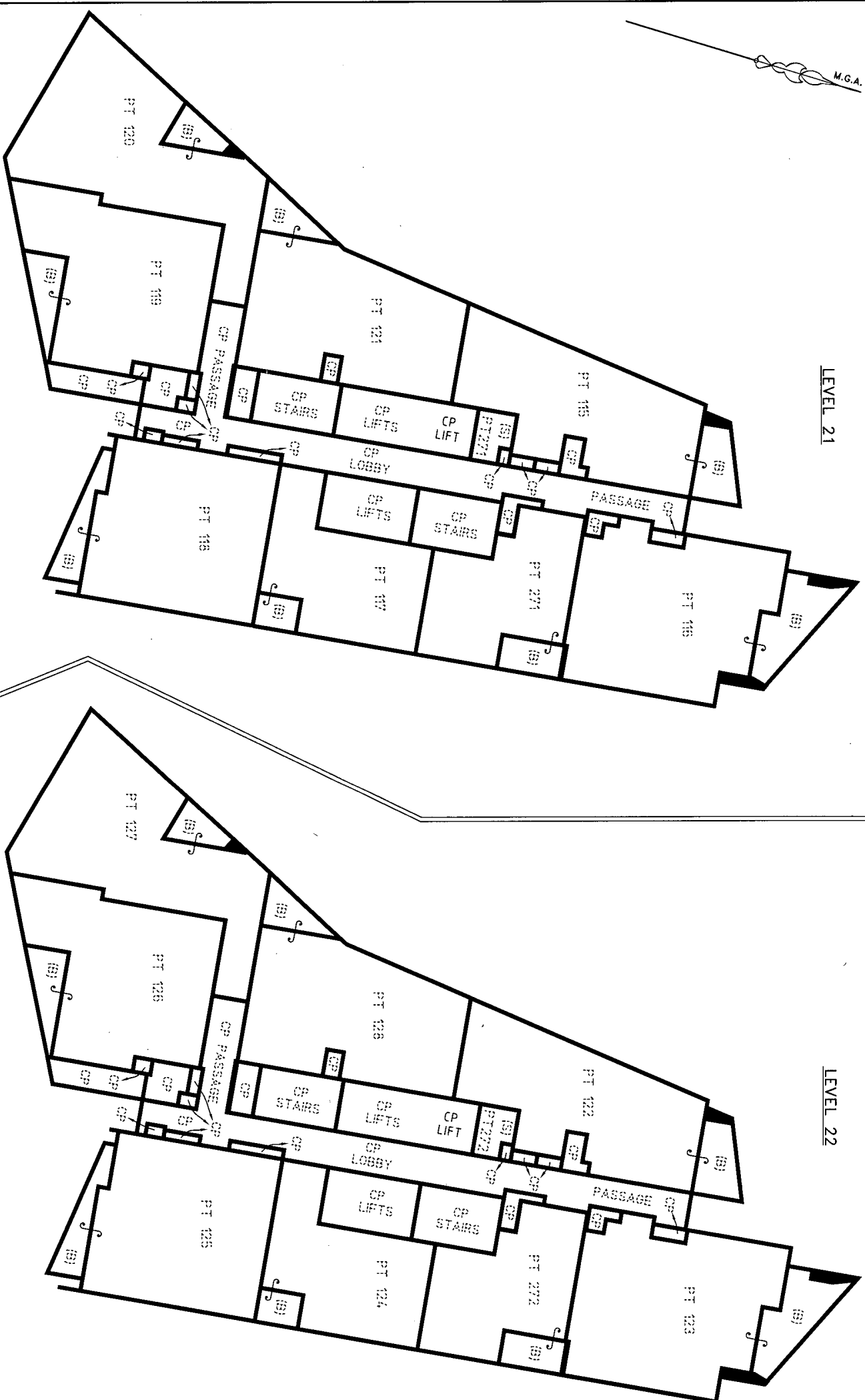
(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

|    |    |    |    |    |             |    |     |     |     |     |     |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parramatta-Res-15765  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

Registered  
13.9.2017

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(S) DENOTES STORE  
 (B) DENOTES BALCONY (COVERED)  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF  
 THE STRATA SCHEMES DEVELOPMENT ACT 2015  
 AND ARE APPROXIMATE ONLY.

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 12464.7-Parra-Resi-ST05  
 Subdivision No: 465-17  
 Lengths are in metres. Reduction Ratio 1:200

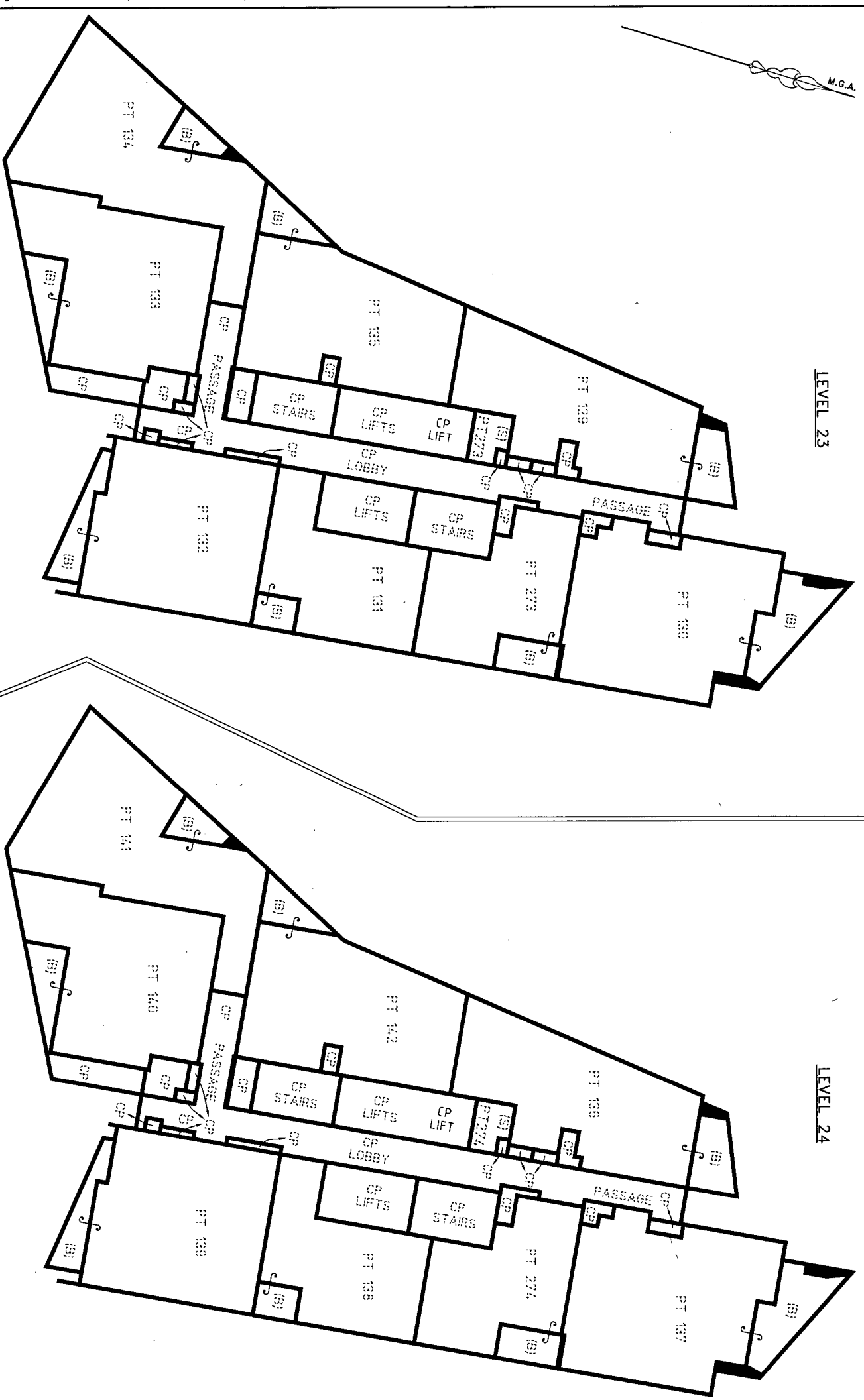


Registered  
 13.9.2017

SP96222

\\Parramatta-330ChurchSt\Final\Strata5






(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

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

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 12464.7-Parra-Res-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

  
Registered  
13.9.2017

SP96222  
\\Parramatta-330ChurchSt\Final\Stages5



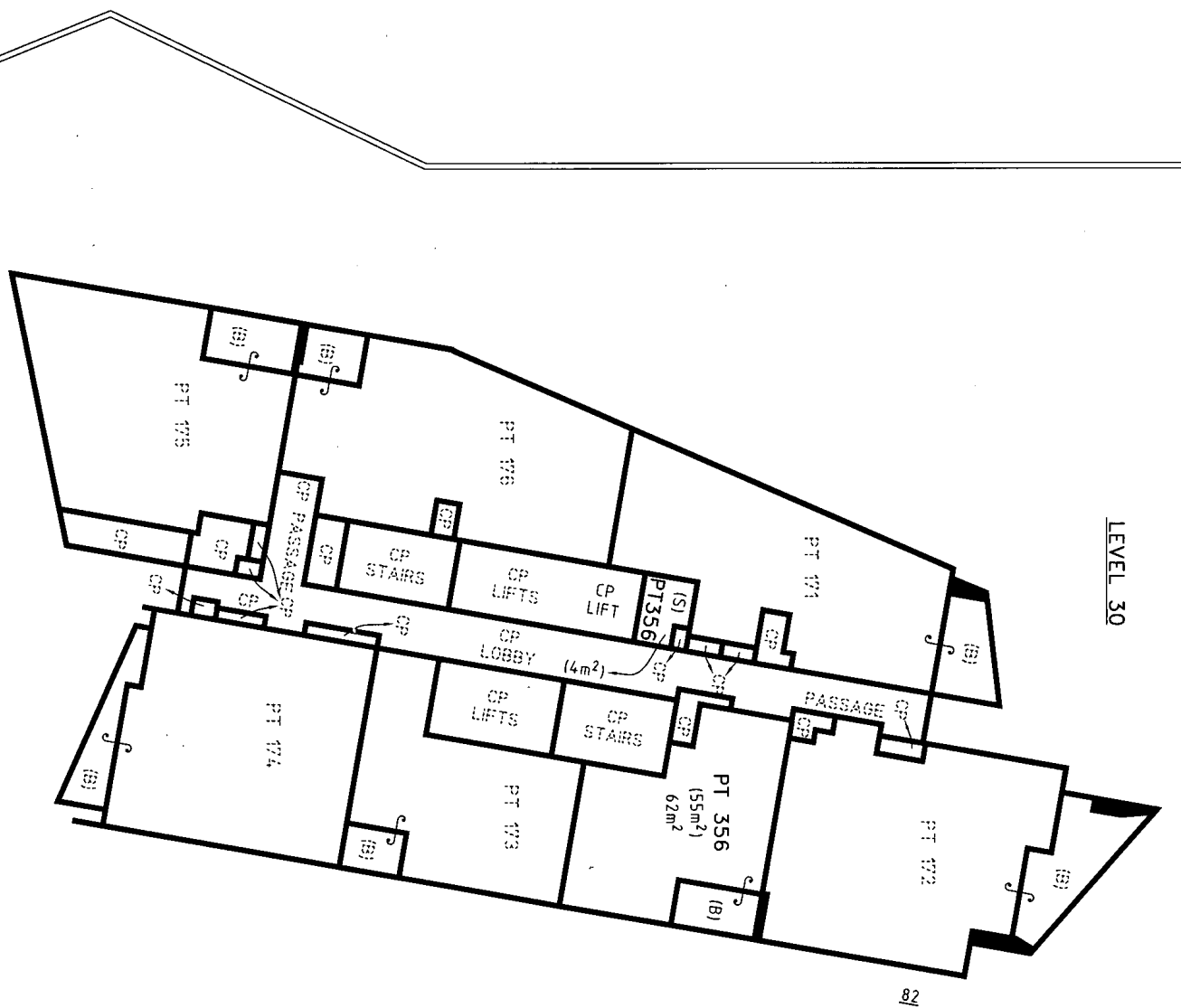
13.9.2017



SP96222

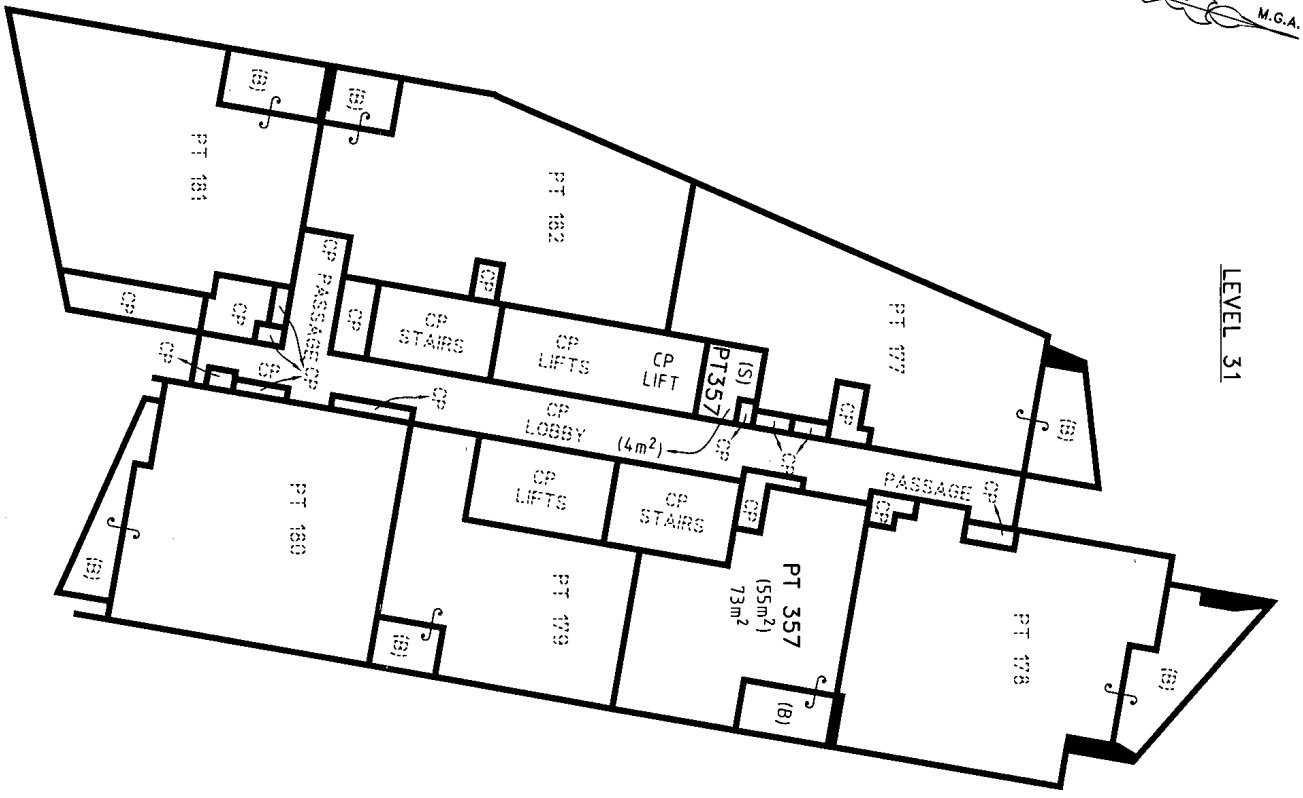
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\\Paramatta-330ChurchSt\Final\Stages

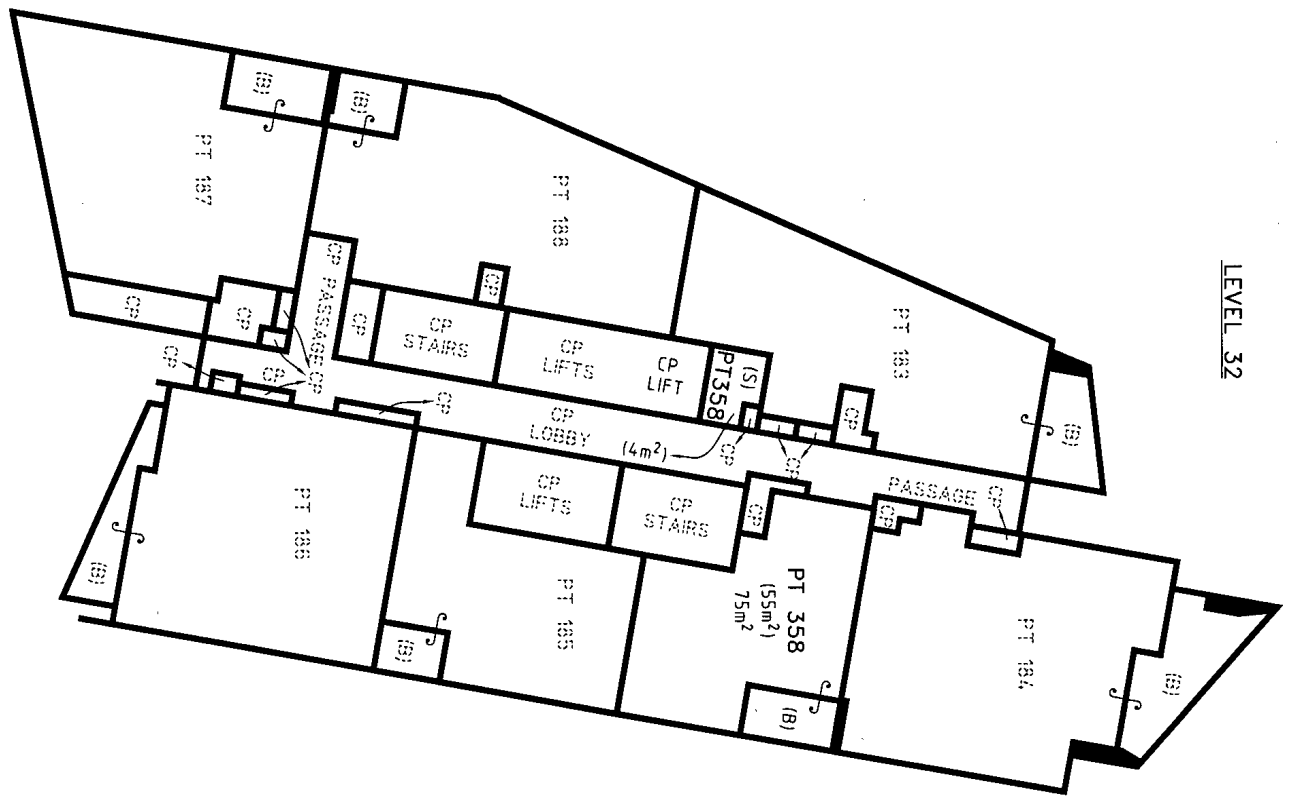


\\Parramatta-330ChurchSt\Final\Stages5

LEVEL 31



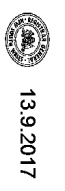
LEVEL 32



(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

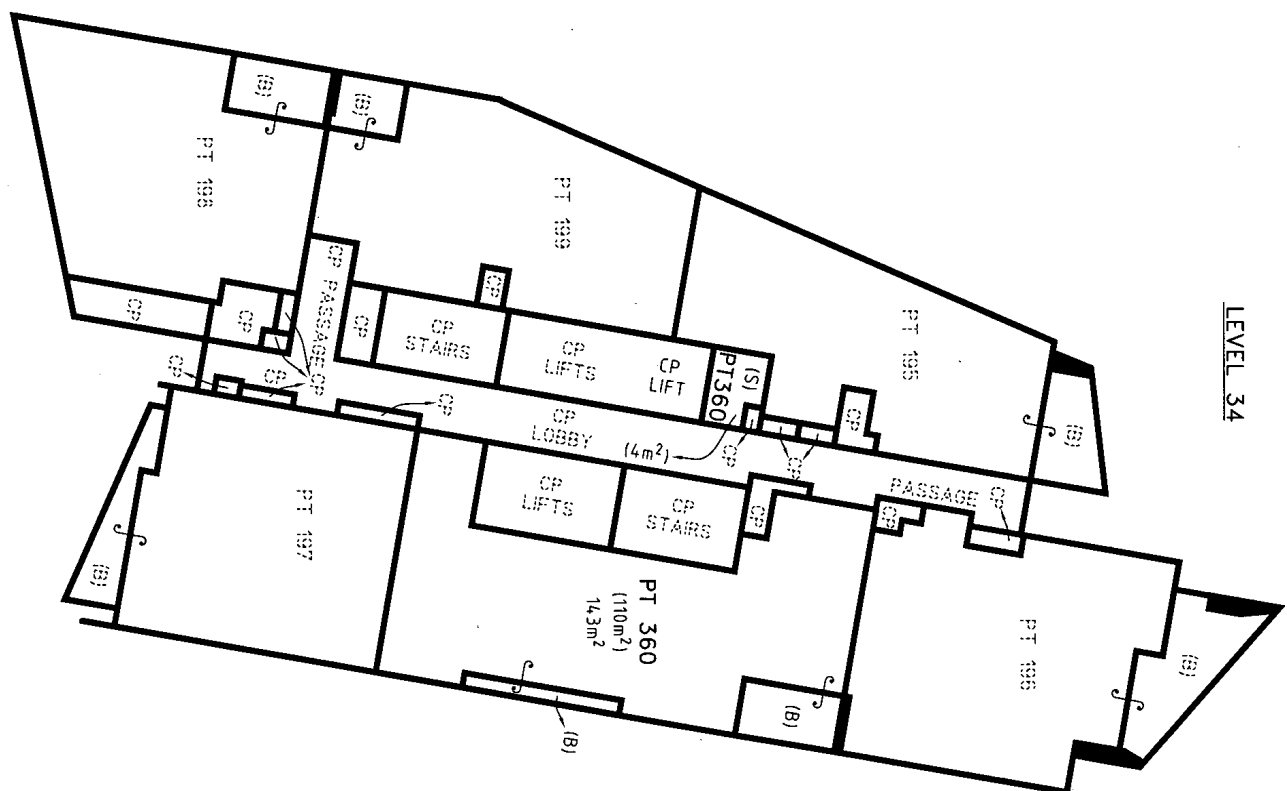
TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200



SP96222

|             |    |    |    |    |    |    |    |    |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |



\\Paramatta-330ChurchSt\Final\Stages5







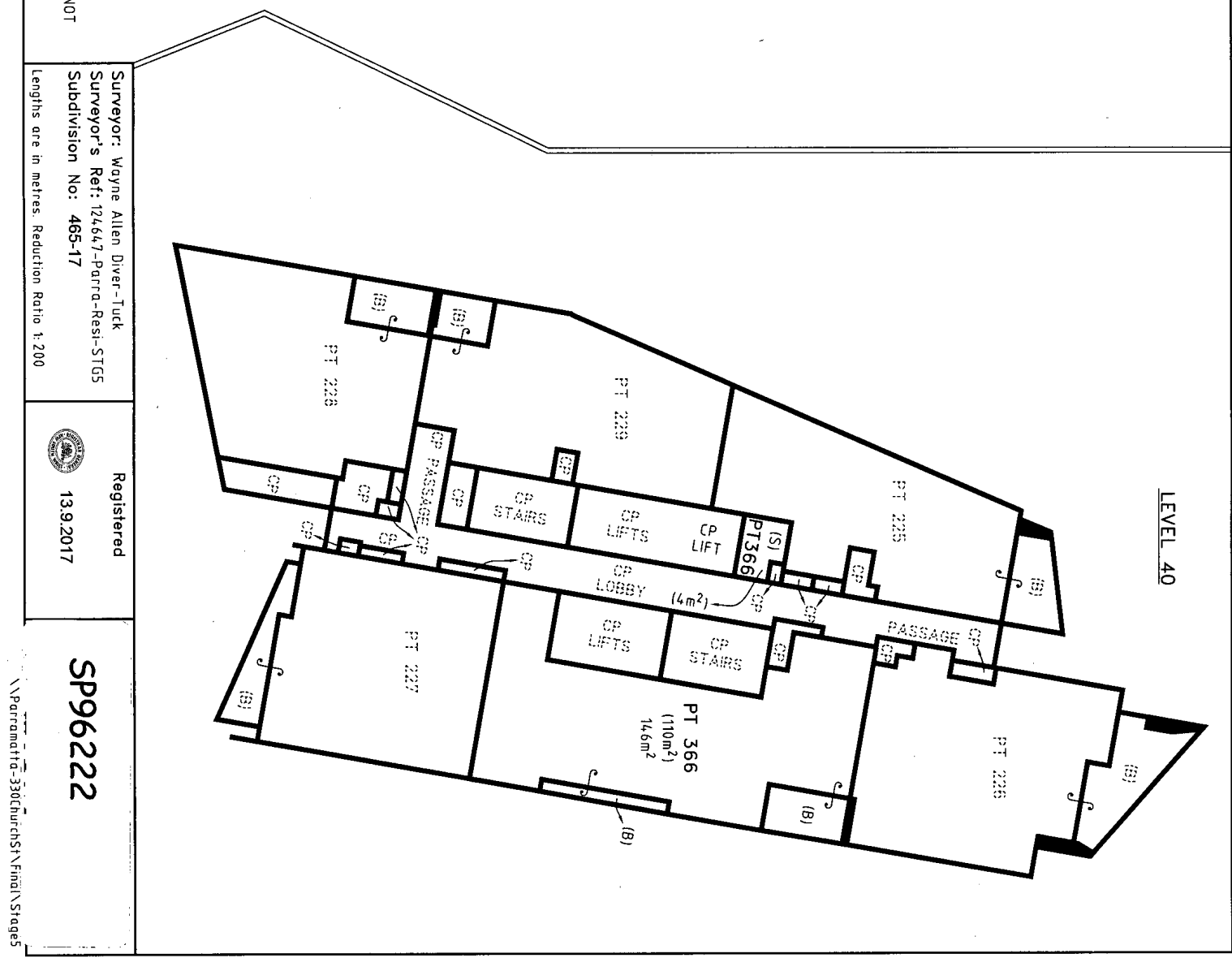
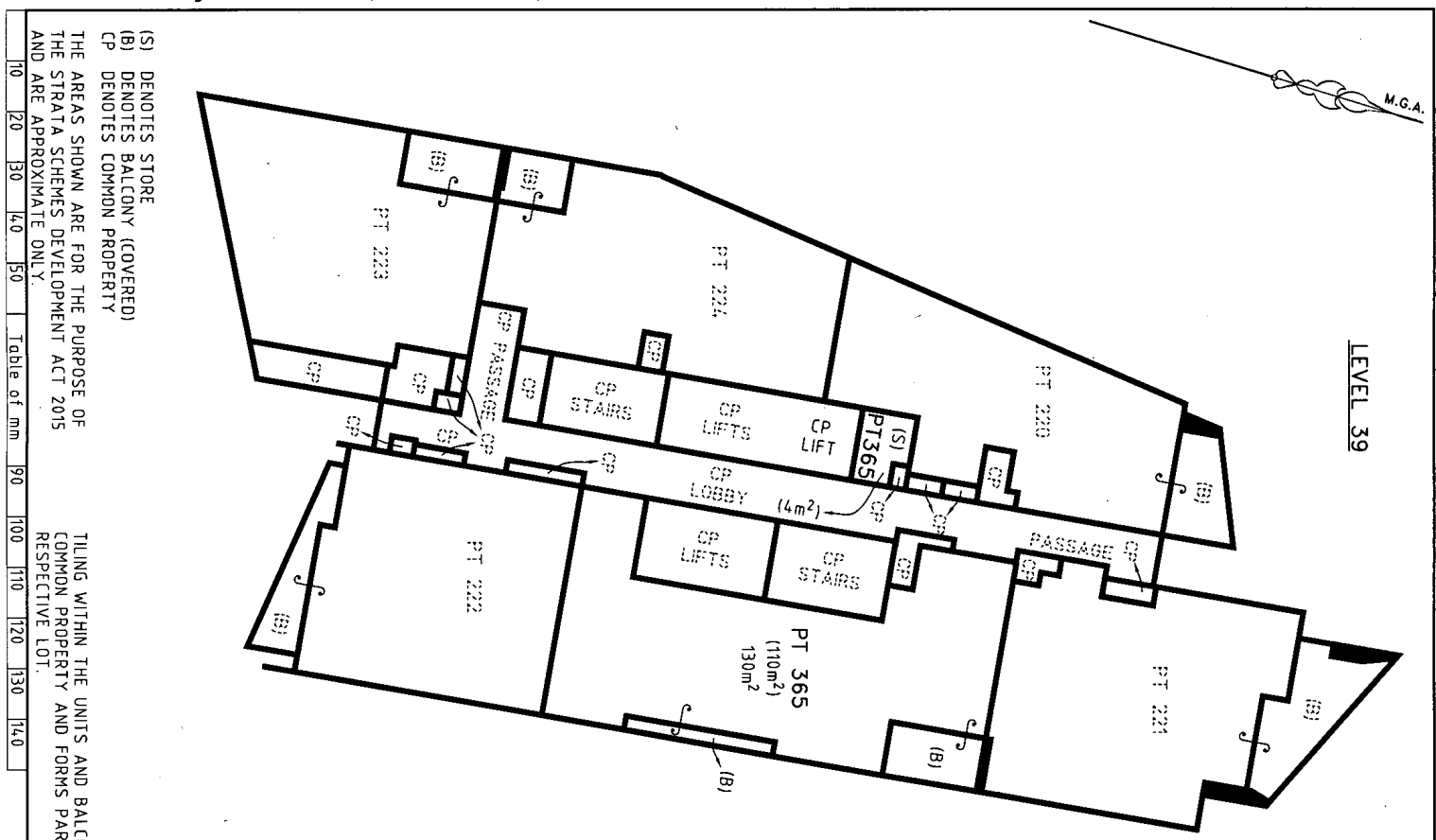
(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

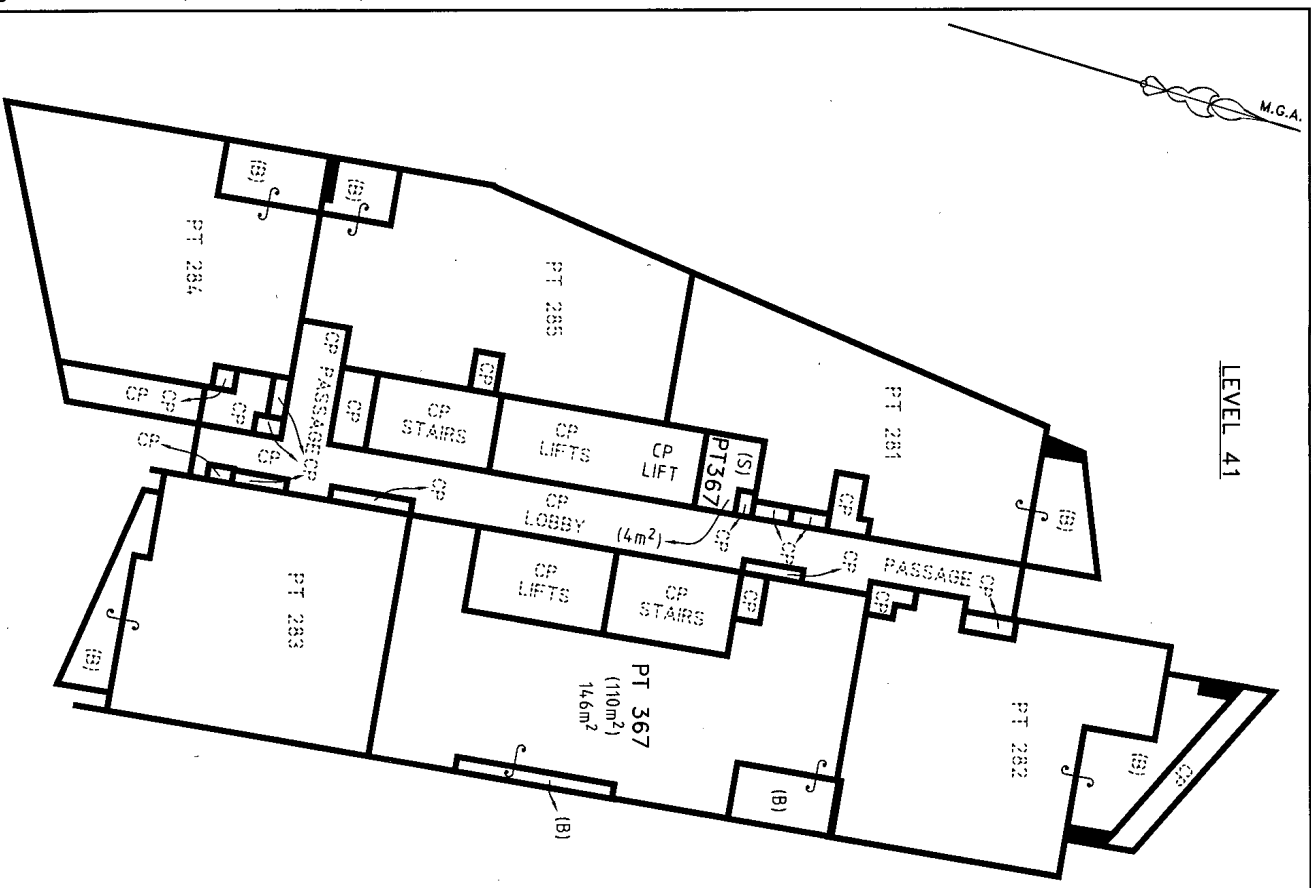
Surveyor: Wayne Allen Diver-Turk  
Surveyor's Ref: 12464.7-Parramatta-Resi-ST65  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

Registered  
13.9.2017

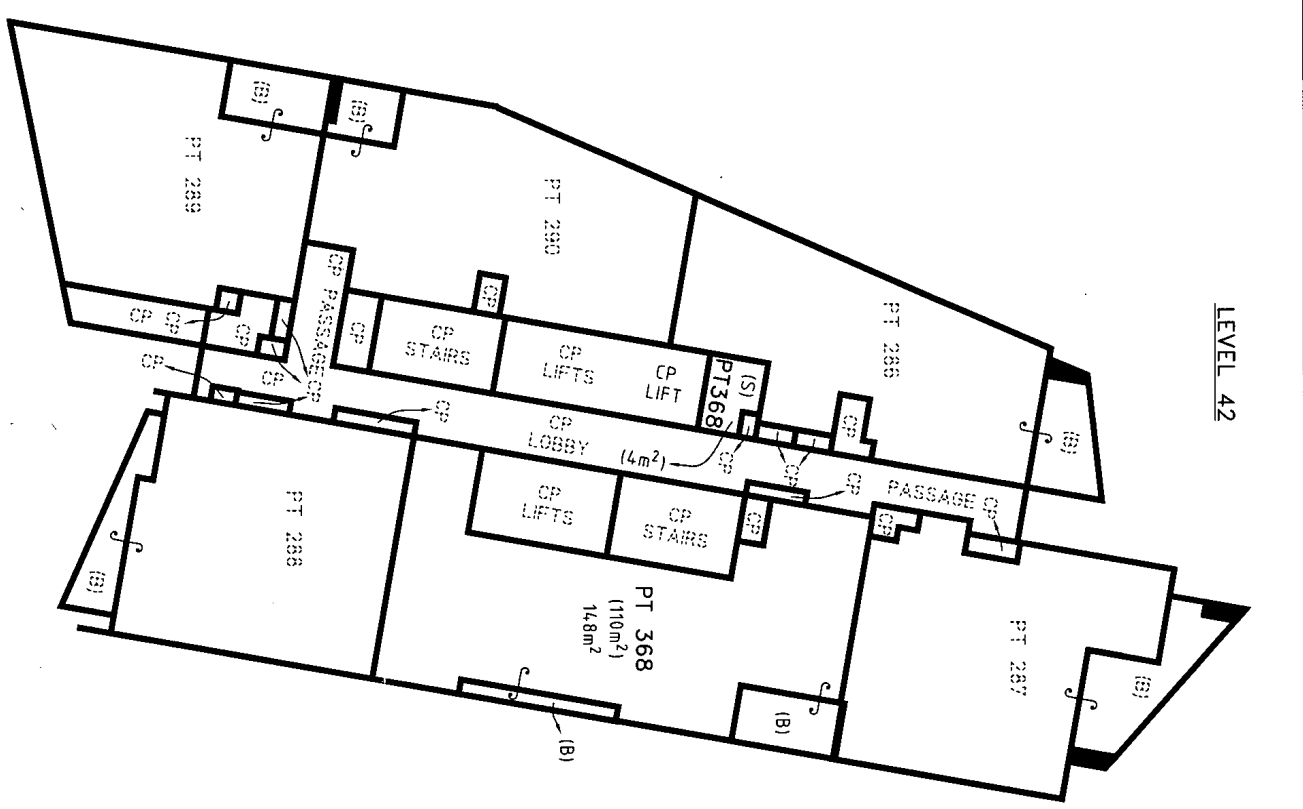
SP96222  
\\Parramatta-330\ChurchSt\Final\Stages



LEVEL 41



LEVEL 42



(S) DENOTES STORE

(B) DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

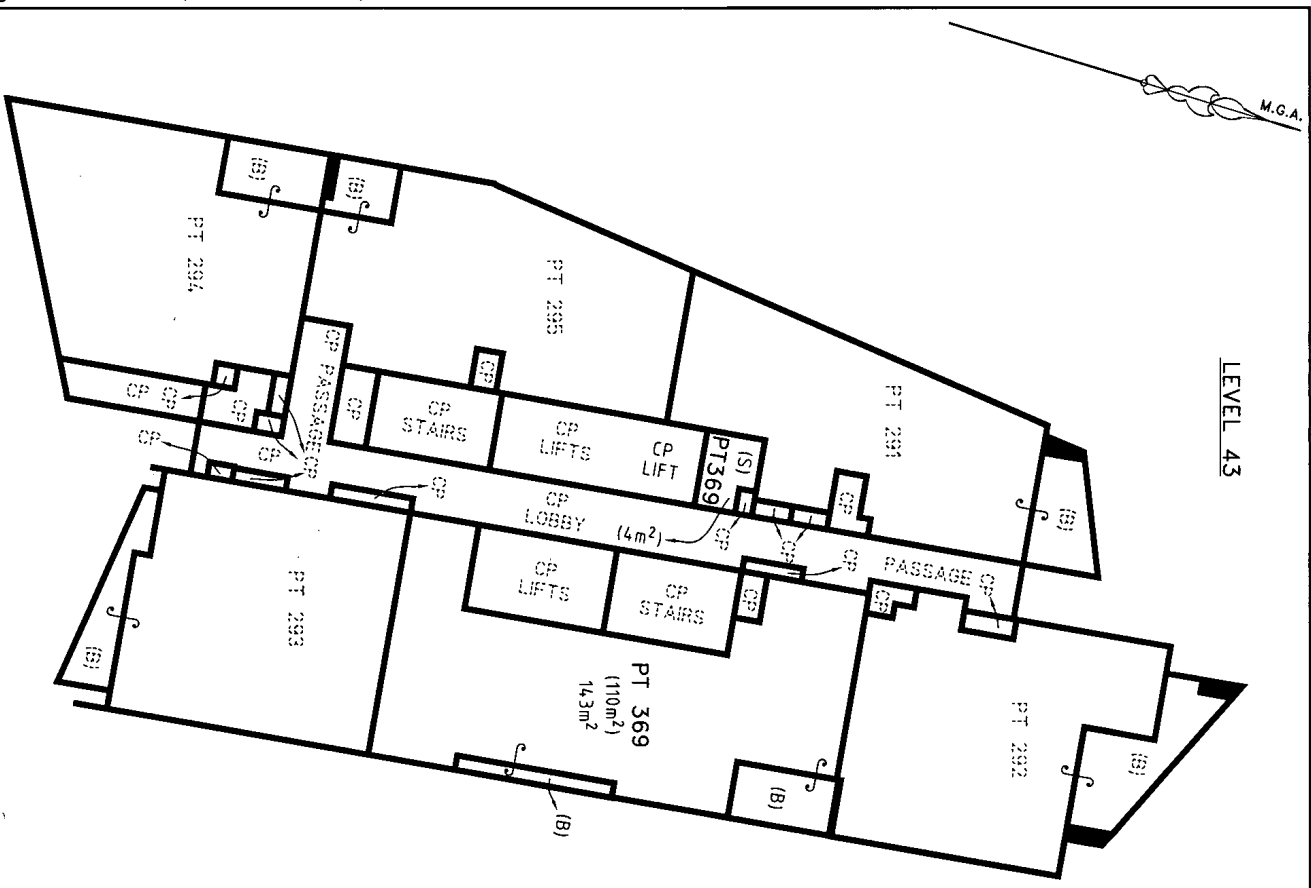
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|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17

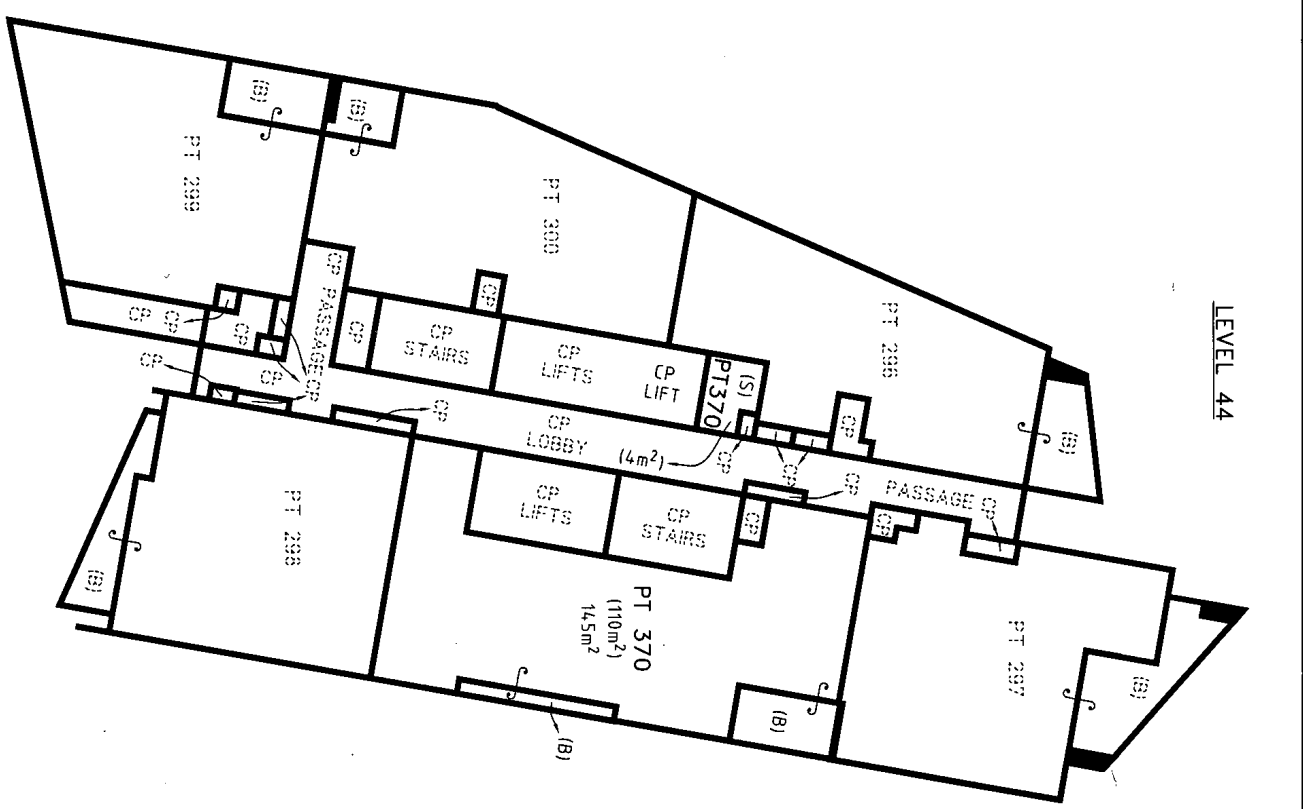
Registered  
13.9.2017

SP96222

LEVEL 43



LEVEL 44



(S) DENOTES STORE

(B) DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

|             |    |    |    |    |    |    |    |    |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

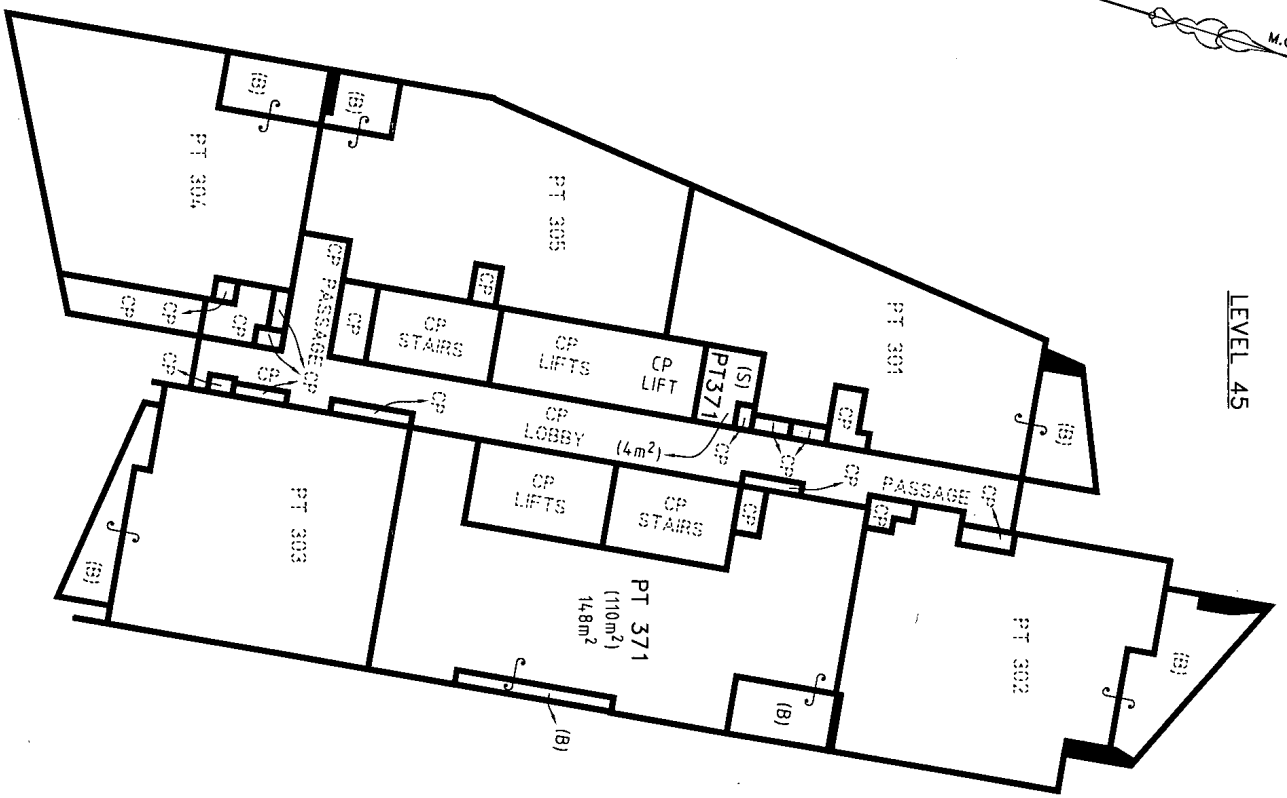
Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200



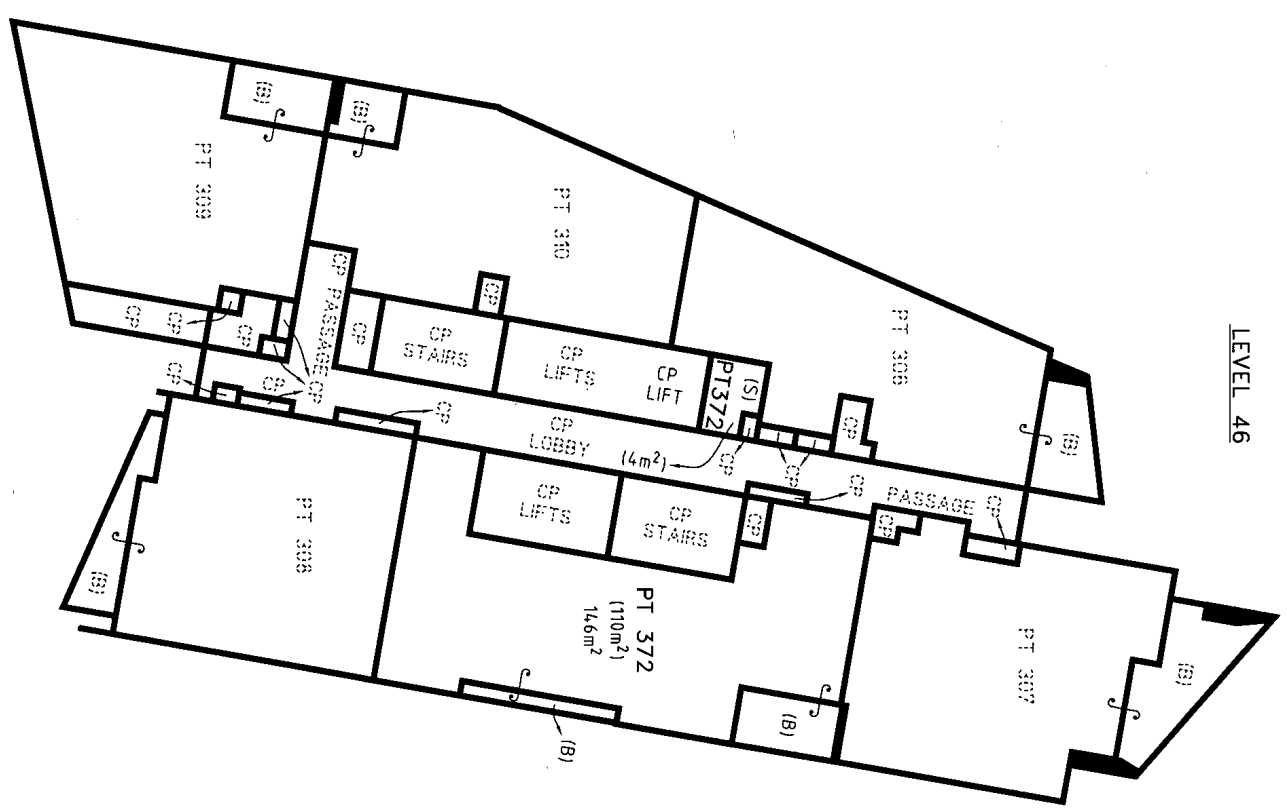
Registered  
13.9.2017

SP96222

LEVEL 45



LEVEL 46



(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

| 10          | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| Table of mm |    |    |    |    |    |    |    |    |     |     |     |     |     |

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-STG5  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

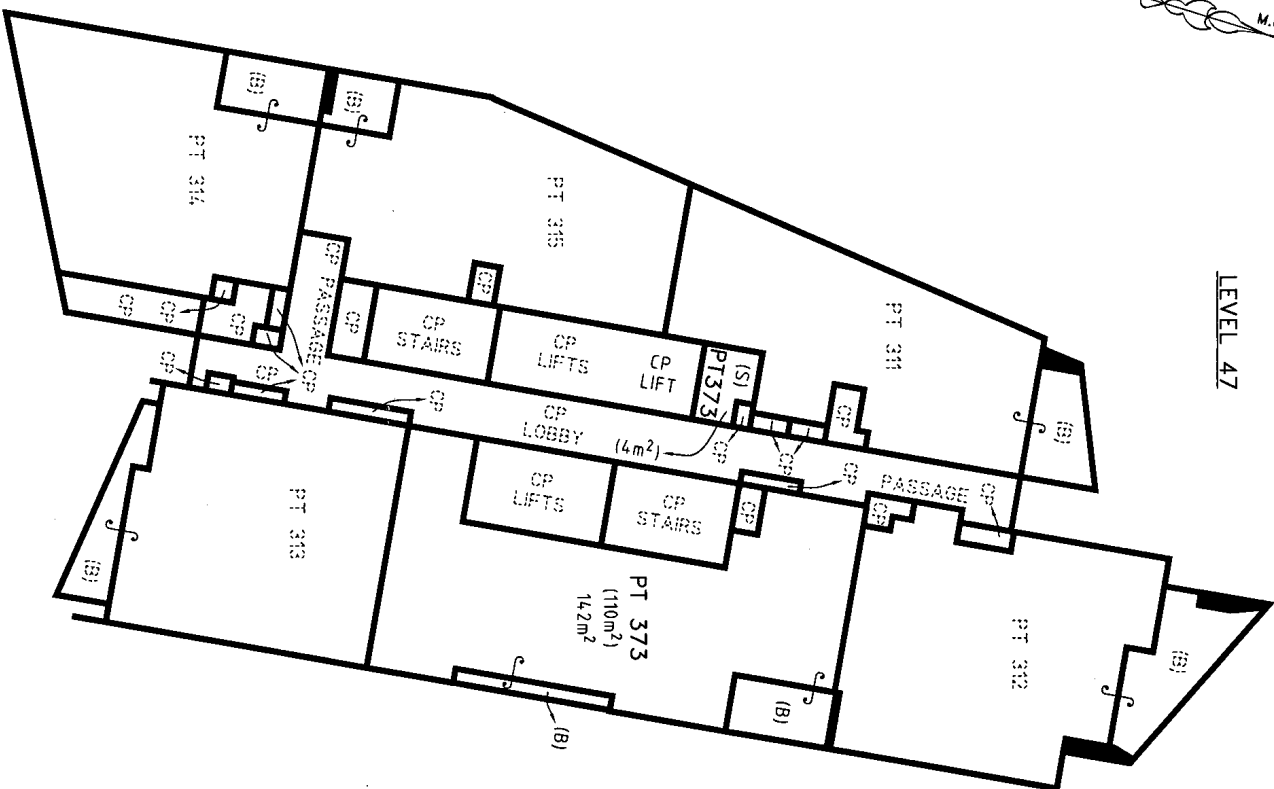


Registered  
13.9.2017

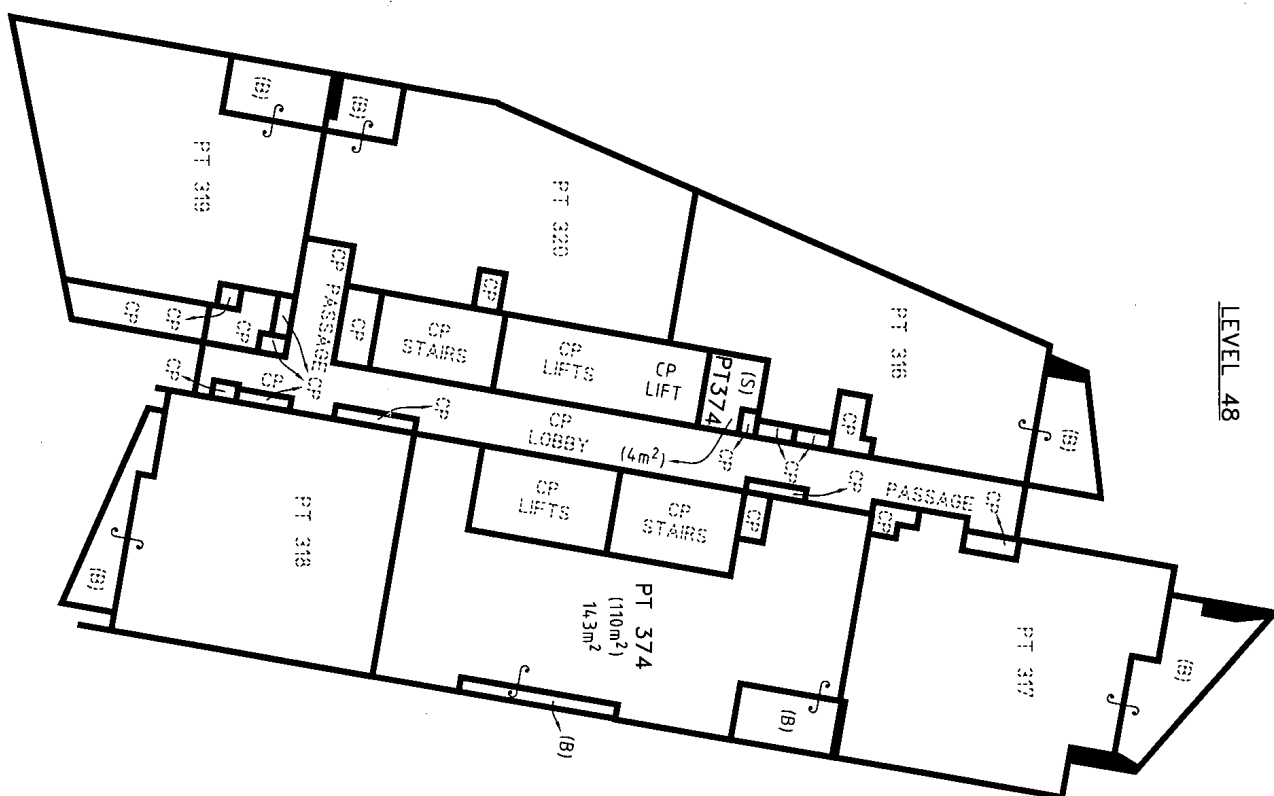
SP96222

M.G.A.

## LEVEL 47



## LEVEL 48



(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

Surveyor: Wayne Allen Diver-Turk  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200

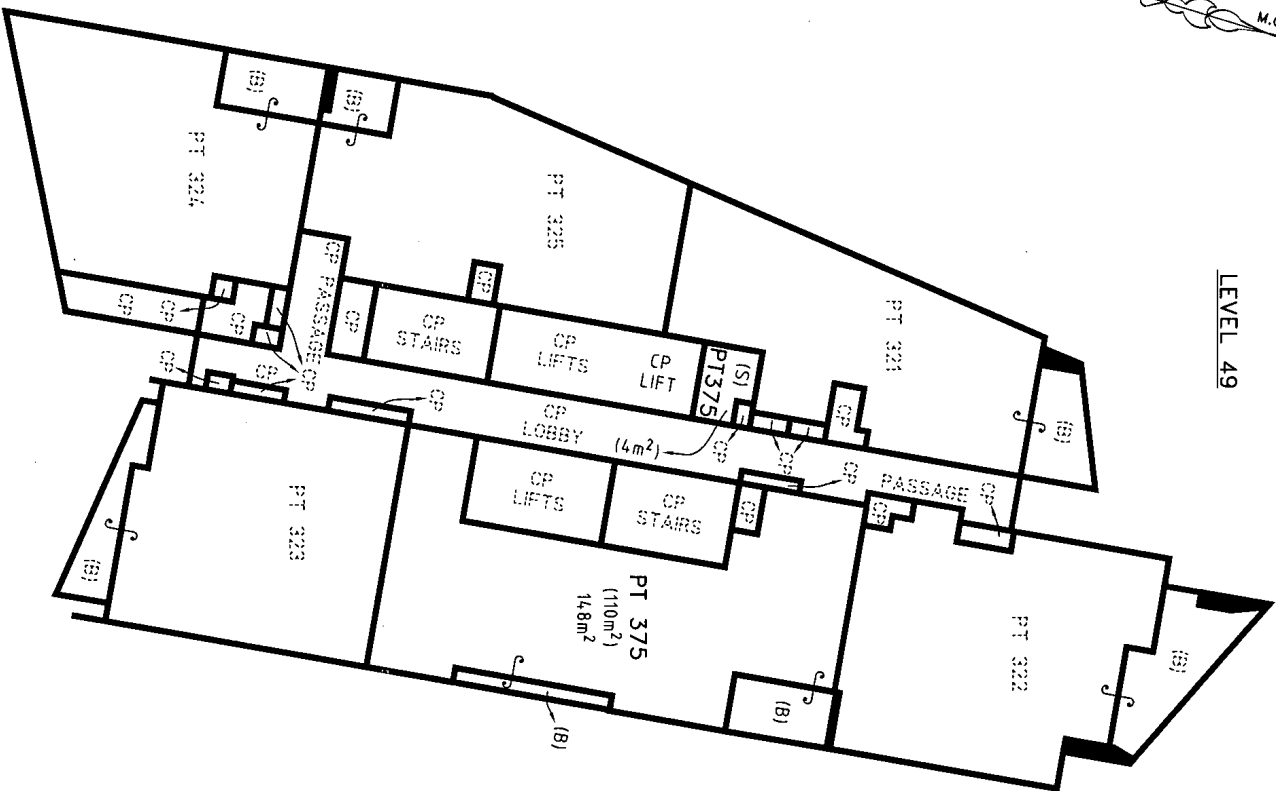


Registered  
13.9.2017

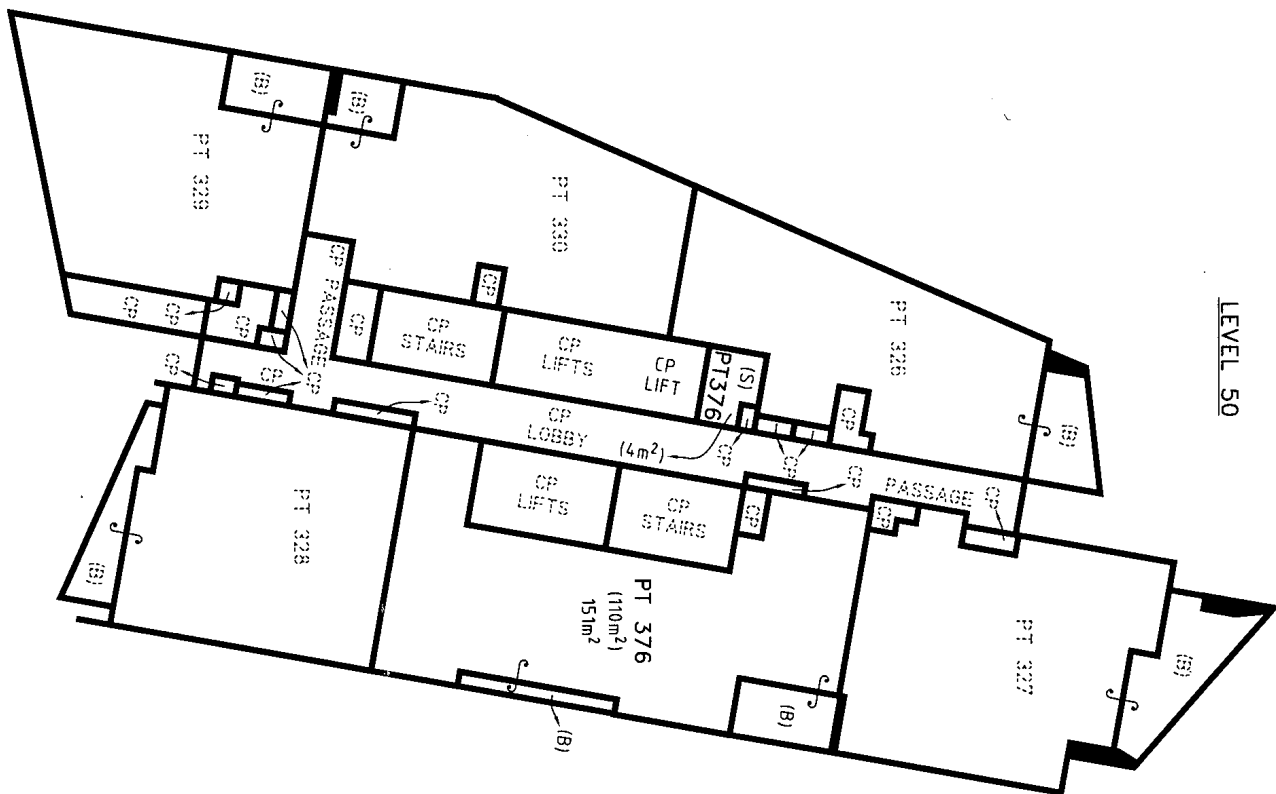
SP96222

M.G.A.

LEVEL 49



LEVEL 50



(S) DENOTES STORE  
(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

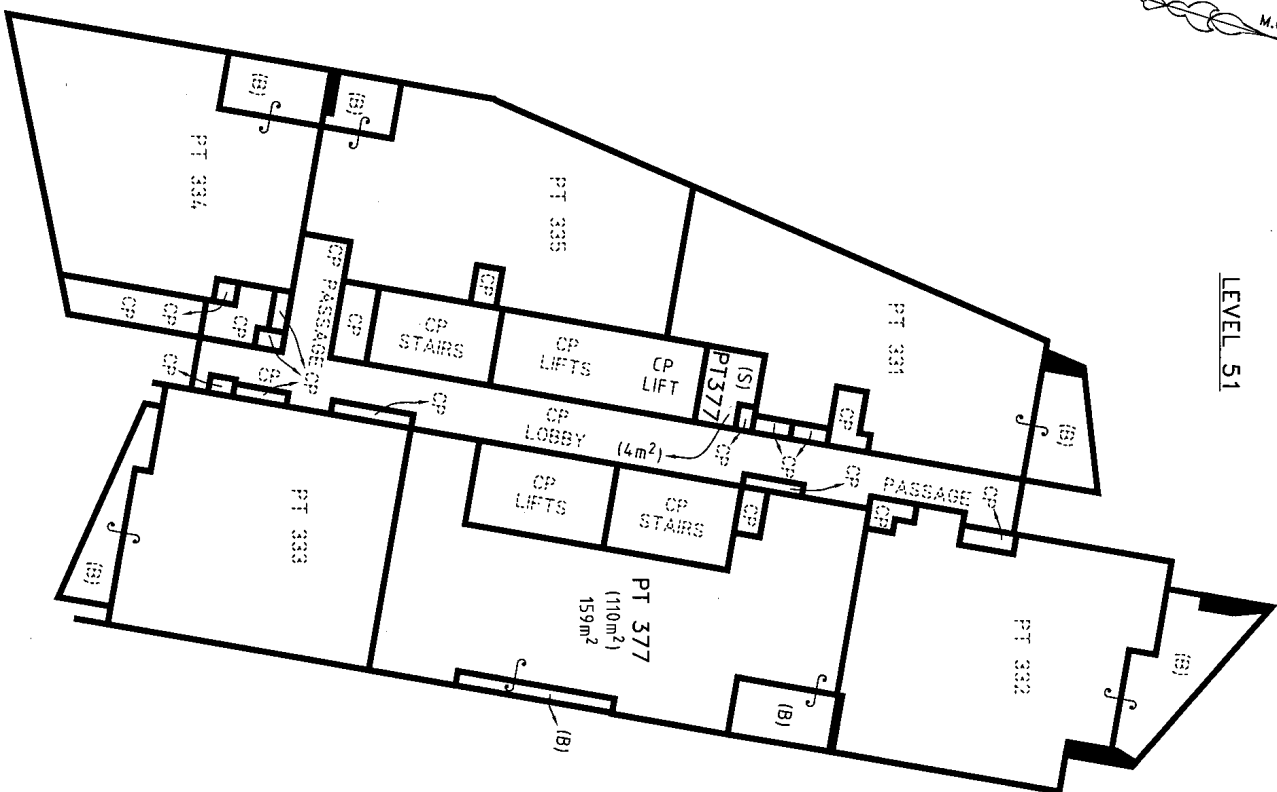
Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST05  
Subdivision No: 465-17

Registered  
13.9.2017

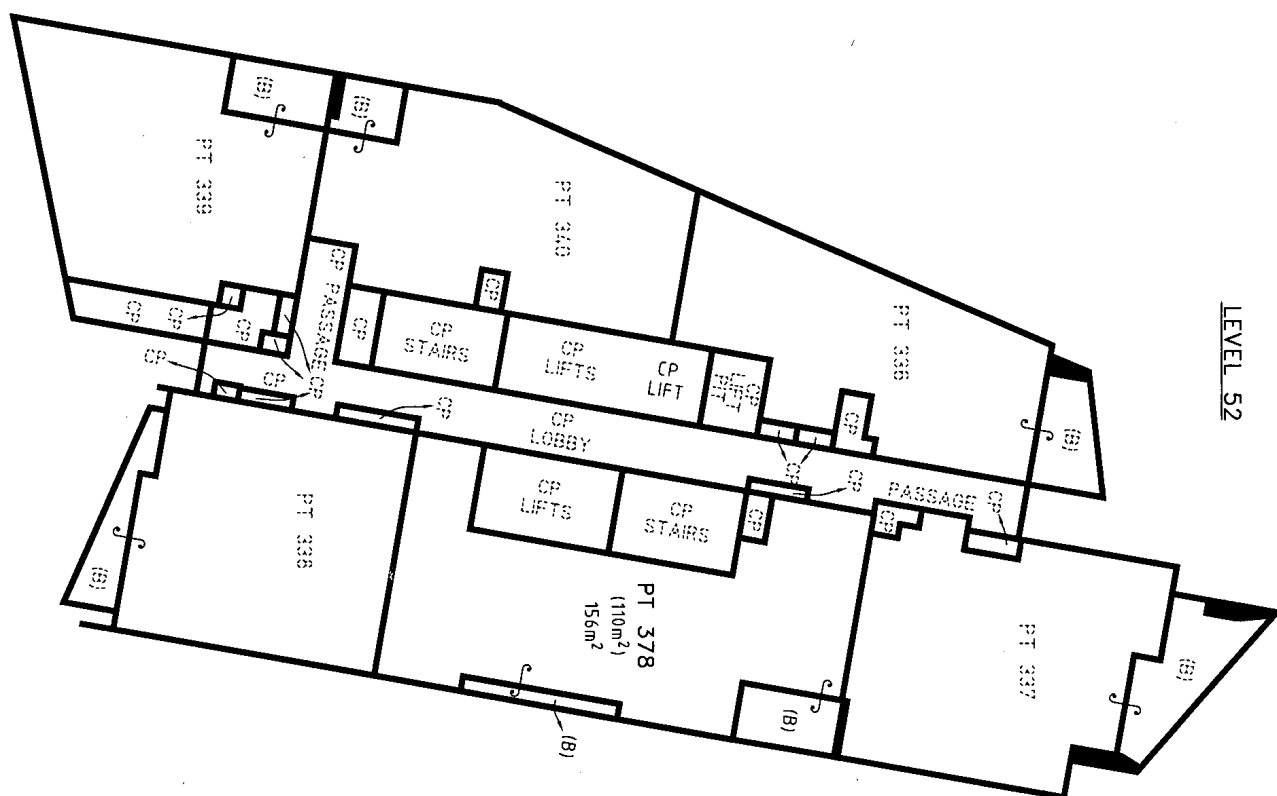
SP96222

M.G.A.

## LEVEL 51



## LEVEL 52



(S) DENOTES STORE  
 (B) DENOTES BALCONY (COVERED)  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF  
 THE STRATA SCHEMES DEVELOPMENT ACT 2015  
 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT  
 COMMON PROPERTY AND FORMS PART OF THE  
 RESPECTIVE LOT.

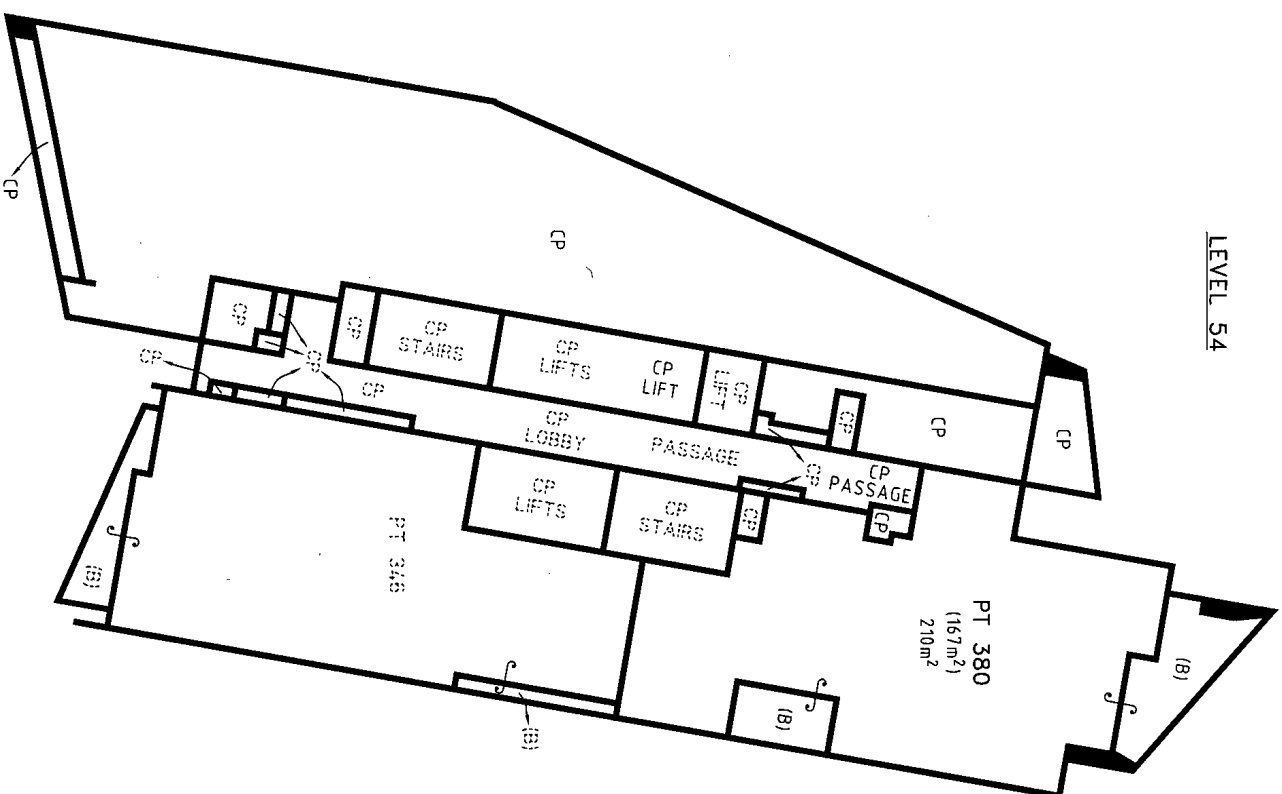
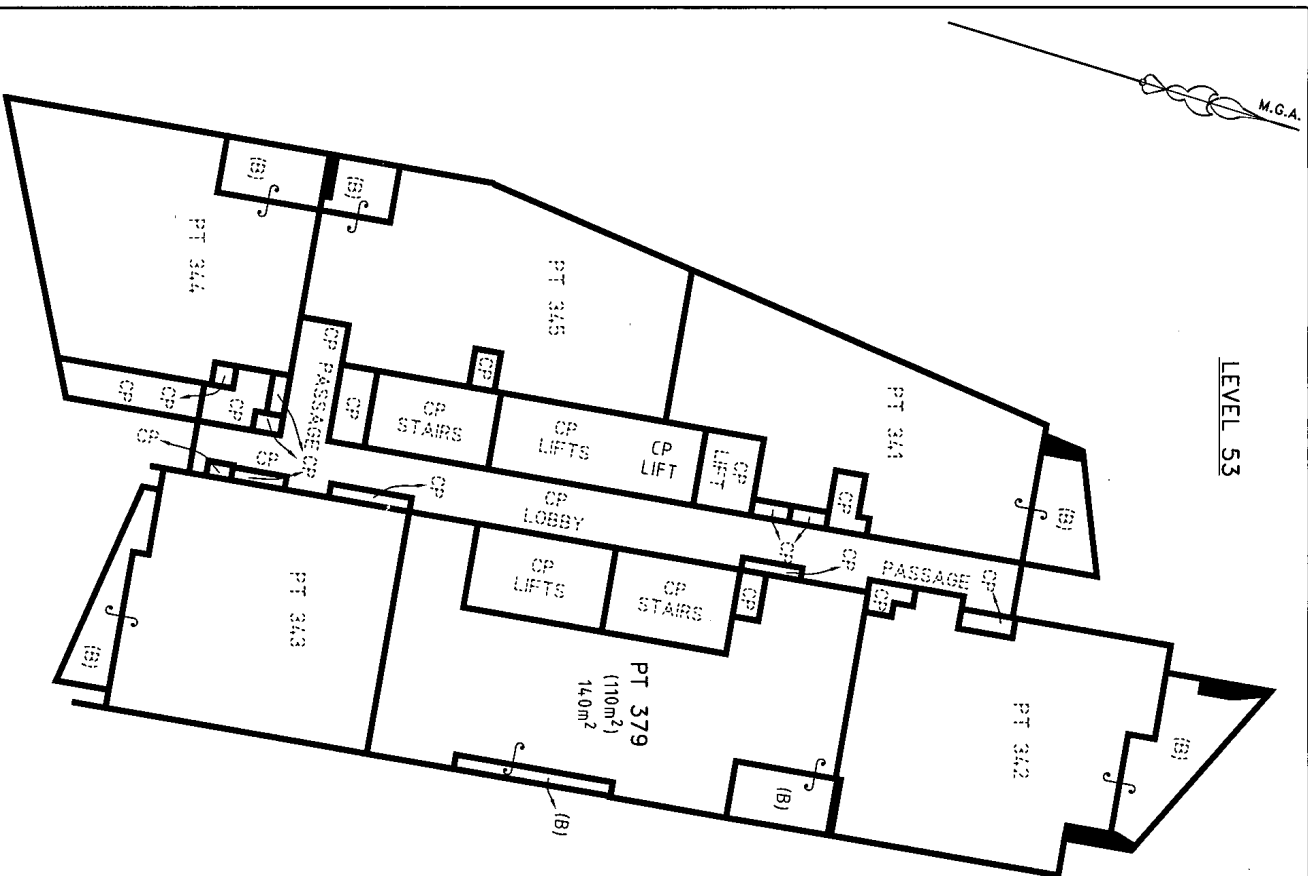
Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-ST65  
 Subdivision No: 465-17  
 Lengths are in metres. Reduction Ratio 1:200



13.9.2017

Registered

SP96222



(B) DENOTES BALCONY (COVERED)  
CP DENOTES COMMON PROPERTY  
THE AREAS SHOWN ARE FOR THE PURPOSE OF  
THE STRATA SCHEMES DEVELOPMENT ACT 2015  
AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT  
COMMON PROPERTY AND FORMS PART OF THE  
RESPECTIVE LOT.

Surveyor: Wayne Allen Diver-Tuck  
Surveyor's Ref: 124647-Parra-Resi-ST65  
Subdivision No: 465-17  
Lengths are in metres. Reduction Ratio 1:200



Registered  
13.9.2017

SP96222



EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1225807

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4, STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4, SPRINKLER/HYDRANT PUMP & BACKUP GENERATOR ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVELS 3 & 4, SPRINKLER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 4, STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER/HYDRANT ELECTRIC PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RELAY BOOSTER ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 SEWER PUMP ROOM FRESH AIR SUPPLY FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN COLD WATER PUMP & WATER METER ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET SHARED LIFT BETWEEN PARKING LEVEL 1 & LEVEL 1 (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITIONING UNIT (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM FRESH AIR FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR FAN ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITIONING UNIT (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN GREASE ARRESTOR ROOM EXHAUST FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL COMBINED VALVE & FIRE CONTROL ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS SUPPLY ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STORMWATER DETENTION TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4, TO GROUND LEVEL (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4, TO GROUND LEVEL (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 TO LEVEL 3 EXTERNAL WALL SIGNAGE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 AIR CONDITIONING UNITS FOR RETAIL AREAS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 MECHANICAL PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 EXTERNAL LANDSCAPED AREAS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807  
 EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807

Surveyor: Wayne Allen Diver-Tuck  
 Surveyor's Ref: 124647-Parra-Resi-ST05  
 Subdivision No: 465-17



Registered  
  
 13.9.2017

SP96222

Lengths are in metres. Reduction Ratio 1:

|             |
|-------------|
| 10          |
| 20          |
| 30          |
| 40          |
| 50          |
| Table of mm |
| 90          |
| 100         |
| 110         |
| 120         |
| 130         |
| 140         |

\\Parramatta-330\churchst\final\stages5

| SP FORM 3.03   |  | STRATA PLAN ADMINISTRATION SHEET   |  | Sheet 1 of 4 sheets |  |
|--|--|--|--|---------------------|--|
| Office Use Only  |  | Only   |  |                     |  |
| Registered:  13.9.2017  |  | <br><b>SP96222 S</b> |  |                     |  |
| <b>STRATA PLAN OF SUBDIVISION OF:</b><br>LOT 347 SP96002   |  | LGA: PARRAMATTA<br>Locality: PARRAMATTA<br>Parish: ST JOHN<br>County: CUMBERLAND                       |  |                     |  |
| This is a <del>*FREEHOLD/LEASEHOLD</del> Strata Scheme   |  |  |  |                     |  |
| <b>Surveyor's Certificate</b><br>I, <u>Wayne Allen Diver-Tuck</u> of<br><u>JBW Surveyors Pty Ltd ACN 001 149 373</u> ,<br>being a land surveyor registered under the Surveying and<br>Spatial Information Act 2002, certify that the information<br>shown in the accompanying plan is accurate and each<br>applicable requirement of Schedule 1 of the Strata<br>Schemes Development Act 2015 has been met.<br>*The building encroaches on:<br><del>*(a) a public place</del><br>*(b) land other than a public place and an appropriate<br>easement to permit the encroachment has been<br>created by ^ <u>DP1225807 &amp; DP1184712</u><br>Signature: <u>Wayne Tuck</u><br>Date: <u>16th August 2017</u><br>Surveyor ID: <u>941</u><br>Surveyor's Reference: <u>124647-Parra-Resi-STG5</u><br>^ Insert the deposited plan number or dealing number of the instrument that<br>created the easement |  |  | <b>Strata Certificate (Accredited Certifier)</b><br>I <u>KEITH APPS</u> being an Accredited<br>Certifier, accreditation number <u>BPB 0012</u> , certify that in<br>regards to the proposed strata plan with this certificate, I have<br>made the required inspections and I am satisfied the plan<br>complies with clause 17 Strata Schemes Development<br>Regulation 2016 and the relevant parts of Section 58 or 59<br>Strata Schemes Development Act 2015.<br>*(a) This plan is part of a development scheme.<br><del>*(b) The building encroaches on a public place and in</del><br>accordance with section 62(3) Strata Schemes<br>Development Act 2015 the local council has granted a<br>relevant planning approval that is in force for the building<br>with the encroachment or for the subdivision specifying the<br>existence of the encroachment.<br>*(c) This certificate is given on the condition contained in the<br>relevant planning approval that lot(s) ^ ..... will<br>be created as utility lots and restricted in accordance with<br><del>section 63 Strata Schemes Development Act 2015.</del><br>Certificate Reference: <u>465-17</u><br>Relevant Planning Approval No: <u>DA463/2016</u><br>issued by: <u>PARRAMATTA COUNCIL</u><br>Signature: <u>Keith Apps</u><br>Date: <u>17TH AUGUST 2017</u><br>^ Insert lot numbers of proposed utility lots. |                     |  |

\* Strike through if inapplicable

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

Office Use Only

e Use Only

Registered:



13.9.2017

SP96222

VALUER'S CERTIFICATE

I, PETER RAPTIS being a qualified valuer, as defined in the Strata Schemes Development Act 2015, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature:


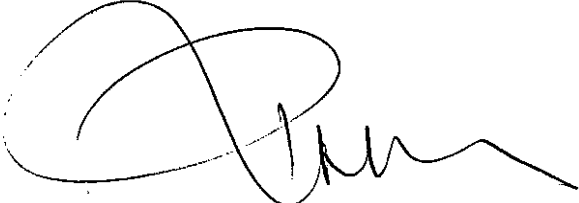
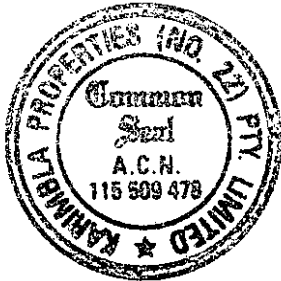

Date

21.8.2017


SCHEDULE OF UNIT ENTITLEMENT

| LOT | UE  |
|-----|-----|
| 348 | 50  |
| 349 | 50  |
| 350 | 50  |
| 351 | 67  |
| 352 | 40  |
| 353 | 42  |
| 354 | 83  |
| 355 | 42  |
| 356 | 40  |
| 357 | 42  |
| 358 | 43  |
| 359 | 43  |
| 360 | 71  |
| 361 | 70  |
| 362 | 70  |
| 363 | 71  |
| 364 | 71  |
| 365 | 71  |
| 366 | 80  |
| 367 | 80  |
| 368 | 81  |
| 369 | 81  |
| 370 | 81  |
| 371 | 81  |
| 372 | 82  |
| 373 | 82  |
| 374 | 82  |
| 375 | 83  |
| 376 | 83  |
| 377 | 83  |
| 378 | 84  |
| 379 | 84  |
| 380 | 115 |

AGGREGATE 2,278

|   |   |                     |
|---|---|---------------------|
| SP FORM 3.08 (Annexure)   | <b>STRATA PLAN ADMINISTRATION SHEET</b> | Sheet 3 of 4 sheets |
| Office Use Only   |   | Office Use Only     |
| Registered:  13.9.2017   | <b>SP96222</b>                          |                     |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>Signatures and seals- see section 22 Strata Schemes Development Act 2015</li></ul> |   |                     |
| <div><p><b>ROBYN McCULLY</b><br/><b>SECRETARY</b></p></div> <div><p><b>DAVID CREMONA</b><br/><b>DIRECTOR</b></p></div>  |   |                     |
| Surveyor's Reference: 124647-Parra-Resi-STG5  |   |                     |

|                         |   |                     |
|-------------------------|---|---------------------|
| SP FORM 3.08 (Annexure) | <b>STRATA PLAN ADMINISTRATION SHEET</b> | Sheet 4 of 4 sheets |
|-------------------------|---|---------------------|

|   |   |
|---|---|
| <div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <p>Registered:  13.9.2017</p> | <div style="text-align: right; margin-bottom: 10px;">ePlan Use Only</div> <p style="font-size: 24pt; text-align: center;">SP96222</p> |
|---|---|

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

References to door numbers have not been investigated in the LPI and do not form part of the plan for the purpose of the Strata Schemes Development Act 2015.

| LOT | DOOR |
|-----|------|
| 348 | 107  |
| 349 | 207  |
| 350 | 307  |
| 351 | 402  |
| 352 | 403  |
| 353 | 2703 |
| 354 | 2802 |
| 355 | 2903 |
| 356 | 3003 |
| 357 | 3103 |
| 358 | 3203 |
| 359 | 3303 |
| 360 | 3403 |
| 361 | 3503 |
| 362 | 3603 |
| 363 | 3703 |
| 364 | 3803 |
| 365 | 3903 |
| 366 | 4003 |
| 367 | 4103 |
| 368 | 4203 |
| 369 | 4303 |
| 370 | 4403 |
| 371 | 4503 |
| 372 | 4603 |
| 373 | 4703 |
| 374 | 4803 |
| 375 | 4903 |
| 376 | 5003 |
| 377 | 5103 |
| 378 | 5203 |
| 379 | 5303 |
| 380 | 5401 |



**SP94469 M**

**APPROVED FORM 28**

**SS28R - 28W(F) / SS 57A - 57F(L)**

**STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

**STRATA SCHEME (LEASEHOLD DEVELOPMENT) ACT 1986**

## **ALTITUDE APARTMENTS, PARRAMATTA**

### **STRATA MANAGEMENT STATEMENT**

**Note:** This statement has effect as an agreement under seal binding:

- an owners corporation of a strata scheme for part of the Building;
- a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and
- any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (Section 28 W, Strata Schemes (Freehold Development) Act 1973; Section 57F, Strata Schemes (Leasehold Development) Act 1986.

# SP94469

## STRATA MANAGEMENT STATEMENT

**BETWEEN** Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

**AND** Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

**AND** Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

**AND** Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

### WHAT IS A STRATA MANAGEMENT STATEMENT?

#### Strata Management Statement

A strata management statement is a set of rules that regulate the management and operation of a building, where part of the building is subdivided by a strata scheme or schemes. These types of strata scheme are called "part building strata schemes". If a stratum lot is subdivided by a strata plan, the building will become a building containing a part building strata scheme.

### ABOUT THE BUILDING

#### What are the different components in the Building?

The Building has been subdivided into four distinct components. The Owner of each component (or Stratum Lot) and the Associate must comply with this Statement. If a Stratum Lot or part of a Stratum Lot is further subdivided by a Strata Plan, the Owner is the Owners Corporation for the Strata Scheme. At the date of registration of this Statement, the components of the Building are as follows:

| Component  | Description   | Owner                                |
|--|---|--------------------------------------|
| Altitude Apartments - Residential                    | Strata Scheme constituted on registration of SP94469 of Lot 1 in the Plan | The Owner of lot 1 from time to time |
| Altitude Parramatta - Retail                         | Lot 2 in the Plan   | The Owner of lot 2 from time to time |
| Meriton Serviced Apartments Church Street Parramatta | Lot 3 in the Plan   | The Owner of lot 3 from time to time |
| Altitude Parramatta - Childcare Centre               | Lot 4 in the Plan   | The Owner of lot 4 from time to time |

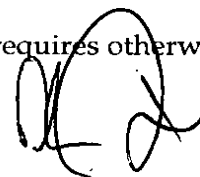
#### What is the effect of this management statement?

This Statement has effect as an agreement under seal.

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

The following words have the meaning given, unless the context requires otherwise:



# SP94469

**Administrative Fund** has the same meaning given in the *Strata Schemes Management Act 1996*.

**Altitude Apartments – Residential** means the strata scheme constituted on the registration of SP94469 of Lot 1 in Deposited Plan 1225807.

**Altitude Parramatta – Childcare Centre** means the Stratum Lot, Lot 4 in Deposited Plan 1225807.

**Altitude Parramatta – Retail** means the Stratum Lot, Lot 2 in Deposited Plan 1225807.

**Associate** means a lessee, occupier or mortgagee in possession of a Stratum Lot or a strata lot if the Stratum Lot is subdivided by a plan of strata subdivision, but does not include an Owner.

**Building** means the improvements and fixtures on the Land.

**Chairman** means the chairman of the Committee.

**Committee** means the Committee formed under clause 3.

**Common Areas** has the meaning given in the Section 88B instrument registered with the Plan.

**Easements** means the easements created under the *Conveyancing Act 1919* or otherwise benefiting or burdening a Stratum Lot and/or the Land from time to time.

**Land** means Folio Identifier 1/1225807.

**LEADR** means Leading Edge Alternate Dispute Resolution or any successors from reconstruction or merger of this body or other alternative dispute resolution entity or body nominated by the Members from time to time.

**Meriton Serviced Apartments Church Street Parramatta** means the Stratum Lot, Lot 3 in Deposited Plan 1225807.

**Owner** means the registered proprietor of a Stratum Lot and the Owners Corporation if the Stratum Lot is subdivided by a plan of strata subdivision.

**Owners Corporation** means an Owners corporation constituted under section 11 of the *Strata Schemes Management Act 1996*.

**Plan** means Deposited Plan 1225807.

**Secretary** means the secretary of the Committee.

**Shared Areas/Facilities** includes (subject to the description of each Shared Area/Facility in Schedule A):

- (a) plant and equipment which constitute a Shared Area/Facility;
- (b) pipes, wire, cables and ducts which are connected to or form part of a Shared Area/Facility but excluding any of those things which exclusively service an Owner's part of the Building;
- (c) any room or areas in which a Shared Area/Facility is located.





SP94469

**Shared Area/Facility Costs** means the costs of security, maintenance, repair, operation, cleaning and replacement of the Shared Areas/Facilities including but not limited to the costs of:

- (a) parts or consumables used in the security, maintenance, repair, operation, cleaning and replacement of Shared Areas/Facilities;
- (b) labour used in the security, maintenance, repair, operation, cleaning and replacement of Shared Areas/Facilities;
- (c) inspection of the Shared Areas/Facilities (if applicable) by a government agency;
- (d) the certification of Shared Areas/Facilities for the purposes of the law;
- (e) power, gas, lighting, water and other utility expenses; and
- (f) insurance of the Shared Areas/Facilities.

**Sinking Fund** has the same meaning given in the *Strata Schemes Management Act 1996*.

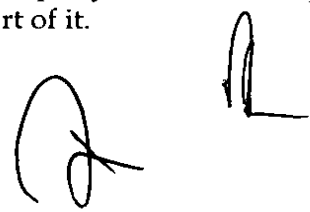
**Statement** means this strata management statement as amended from time to time and includes the schedules to this Statement.

**Stratum Lot** means a stratum lot (as defined in section 196C of the *Conveyancing Act 1919*) in the Building.

**Unanimous Resolution** means a motion that is passed at a duly convened meeting of the Committee and against which no vote is cast.

### Interpretation

- 1.2 A reference to any law or any provisions of any law includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it or them.
- 1.3 Any agreement, warranty, representation or obligation that binds or benefits two or more persons under this Statement bind or benefits those persons jointly and severally.
- 1.4 A reference to a person includes:
  - (a) an individual, the estate of an individual, a corporation, an association (incorporated or unincorporated) and a statutory or other authority; and
  - (b) the trustee, executor, administrator or successor in title of that person
- 1.5 The singular includes the plural and vice versa.
- 1.6 Headings are for convenience and do not affect the interpretation of this Statement.
- 1.7 Any operative development consent relating to the Land prevails to the extent that it is inconsistent with any provisions of this Statement.
- 1.8 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Statement or any part of it.



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- 1.9 A reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose.
- 1.10 Where this Statement is required by law to include a reference to a matter, then that matter is deemed to be included to the extent necessary, and any inconsistency in this Statement is void to the extent of any inconsistency.

## 2. COMPLIANCE WITH THIS STATEMENT

### Who must comply with this Statement?

- 2.1 Each Owner and Associate must comply with this Statement as if it is an agreement under seal that they entered into.

### How to comply?

- 2.2 To comply with this Statement, a person must:
  - (a) carry out their obligations under this Statement; and
  - (b) allow other persons to carry out their obligations under this Statement.
- 2.3 A person need not comply with this Statement to the extent that it is inconsistent with the Plan.

## 3. THE BUILDING MANAGEMENT COMMITTEE

### Constitution

- 3.1 The building management committee is established by this clause. Each Owner (and no other person) is a member of the Committee.
- 3.2 The Committee must perform the responsibilities imposed on it by this Statement.
- 3.3 In performing its responsibilities, the Committee may engage or employ other persons. The Owners shall be responsible jointly for any consequent liability.

### Office Bearers

- 3.4 The Committee will have a Chairman and Secretary, to be elected by the Owners from their authorised representative under clause 4.1. For the avoidance of doubt, the Chairman and Secretary must not be the same person. The Committee may appoint other officers to help it perform its functions. If the Committee appoints an officer, it must clearly define the duties of that officer.
- 3.5 The Chairman shall preside at meetings of the Committee. The Chairman shall not have a casting vote.
- 3.6 The Secretary shall prepare and distribute notices and minutes of meetings of the Committee, and establish and maintain the books and records of the Committee, according to this Statement and the law.

### Delegation of functions



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- 3.7 The Committee may appoint as manager an individual or corporation which carries a strata managing agent's licence under the *Property, Stock & Business Agents Act 2002* and all other relevant licences, and may, subject to clause 3.8 delegate its functions and the functions of its officers to the manager.
- 3.8 The Committee may not delegate to the manager:
- (a) functions which the Committee may exercise only by Unanimous Resolution;
  - (b) the function to determine and levy shares payable by the Owners; and
  - (c) any function which it cannot delegate by law.
- 3.9 The terms of the manager's appointment and delegation must be recorded in writing.
- 3.10 The Committee may continue to exercise the functions it delegates to the manager.

#### **Costs**

- 3.11 The Owners shall be jointly liable for costs incurred by the Committee under this Statement.

### **4. COMMITTEE MEETINGS**

#### **Representation**

- 4.1 Each Owner must in writing to the Secretary authorise a single individual to represent it on the Committee.

#### **Convening meetings**

- 4.2 The Secretary must convene a meeting of the Committee:
- (a) if requested by an Owner in writing detailing the matter to be addressed, as soon as practicable but in any event, not later than two months after the request has been made; and
  - (b) within one month of each anniversary of the date of this Statement.
- 4.3 At least seven (7) days' written notice of a meeting must be given to each Owner, and a notice must specify, if practicable, each matter to be addressed at the meeting. However, shorter notice and/or oral notice may be given in the event of an emergency.

- 4.4 The Secretary must distribute minutes of a meeting within 14 days after the meeting.

#### **Quorum**

- 4.5 There is a quorum at a meeting of the Committee in respect of any particular matter only if all Owners entitled to vote on that matter are present.
- 4.6. If a quorum is not present at a meeting within 30 minutes of a matter arising for consideration, the meeting stands adjourned for 2 business days, to reconvene at the same time and at the same place. At the reconvened meeting, the Owners present and entitled to vote on that matter constitute a quorum.

#### **Adjournments**



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- 4.7. The Owners may resolve to adjourn a meeting.

#### **Voting**

- 4.8. On each matter before the Committee, each Owner present and not prevented from voting by clause 7.7, is entitled to one (1) vote. The value of each Owner's vote is:
- (i) owner of Lot 1 - 59%
  - (ii) owner of Lot 2 - 3%
  - (iii) owner of Lot 3 - 37%
  - (iv) owner of Lot 4 - 1%
- 4.9 Subject to any requirements in this Statement for a Unanimous Resolution, the decision represented by a majority of votes on a matter at a meeting at which a quorum is present is the decision of the Committee.

#### **Circular resolutions of the Committee**

- 4.10 The Committee may make decisions in writing without holding a meeting if:
- (a) notice of the meeting and the motions to be considered by the Committee have been served on the Owners; and
  - (b) each Owner has approved the motion in writing.

#### **Owner more than one person**

- 4.11 Where any Owner comprises more than one person:
- (a) those persons together have one vote for and on behalf of the relevant Owner;
  - (b) if only one such person is represent at a Committee meeting, that person may vote on behalf of the relevant Owner;
  - (c) if more than one of such persons is present at a Committee meeting, they must appoint one of their number to exercise the vote on behalf of the relevant Owner; and
  - (d) if those persons cannot agree on how the Owner's vote is to be exercised, that Owner shall abstain from voting on that matter.

#### **Dispute Resolution**

- 4.12 For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, the Owners, an Associate or anyone bound by this Statement.
- 4.13 The parties must endeavour in good faith to resolve disputes about this Statement before taking action under clauses 4.14 to 4.21.
- 4.14 Disputes include, without limitation:



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- (a) the Committee unreasonably refusing to consent to an application to amend this Statement; or
- (b) the Committee or anyone on behalf of the Committee failing to comply with the provisions of this Statement about meetings; or
- (c) the exercise of, or a failure to exercise, a function or a discretion referred to in this Statement or in the Easement;
- (d) a dispute about a resolution of the Committee; or
- (e) a dispute about an Easement; or
- (f) where there is a deadlock.

4.15 A party may give a dispute notice to another party which must specify:

- (a) what the dispute is about;
- (b) the provisions of this Statement or the law that applies to the dispute;
- (c) the position of the party; and
- (d) the facts and other circumstances on which the party relies,

and which attaches copies of correspondence and other documents mentioned in the dispute notice.

4.16 Within 5 business days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation at 2.00pm on the day which is 5 business days after the dispute notice was given.

4.17 If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice (referred to in clause 4.18).

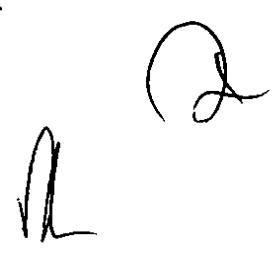
4.18 If a party gives a mediation notice the notice must require the parties to:

- (a) refer the dispute to mediation;
- (b) appoint a mediator agreed to by the parties from the panel of mediators kept by LEADR; and
- (c) mediate according to the rules of LEADR.

4.19 If the parties cannot agree on the mediator from the LEADR panel within 5 business days after a party gives a mediation notice either party may ask the chairperson of LEADR, or the vice chairperson, if the chairperson declines to appoint a mediator from the LEADR panel or to appoint an appropriate expert having regard to the nature of the dispute.

4.20 The mediation must take place in Sydney, New South Wales.

4.21 The parties must pay the mediator's costs and expenses equally.

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## 5 FUNCTIONS OF THE COMMITTEE

### General

- 5.1 The determinations and decisions of the Committee under this Statement must be reasonable and in the interests of those persons having an interest in fee simple in any part of the Building.

### Functions

- 5.2 The functions of the Committee are:

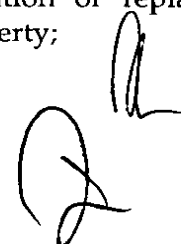
- (a) to make decisions about the matters in this Statement;
- (b) to operate, maintain, renew and replace the Shared Areas/Facilities;
- (c) having regard to the interests of the Owners, to control use of the Shared Areas/Facilities;
- (d) to change or add to the Shared Areas/Facilities;
- (e) to effect and maintain insurances according to this Statement;
- (f) to arrange for maintenance and other contracts so that insurances are not affected;
- (g) to monitor the performance of the Owners of their obligations under this Statement and any applicable law;
- (h) to monitor the Shared Area/Facility Costs and to make a just and fair allocation of the Shared Area/Facility Costs;
- (i) to comply with the Committee's obligations under this Statement;
- (j) to enter into contracts to assist the Committee to perform its function; and
- (k) to make rules in respect of the Shared Areas/Facilities.

- 5.3 For the purposes of clause 5.2, the Committee must consider and select quotations or tenders obtained by the Owners from reputable contractors.

- 5.4 Each Owner must pay to the Committee its share of the Shared Areas/Facility costs in accordance with Schedule A and at the times and frequency determined by the Committee. Despite the foregoing, no Owner is required to contribute to the Shared Areas/Facility Costs until an occupation certificate has issued for the Owner's Stratum Lot.

- 5.5 Schedule A may come to be inaccurate or incomplete by reason of the addition, removal, modification or replacement of the Shared Areas/Facilities. In such cases, the Committee shall by Unanimous Resolution add, remove, modify or replace Shared Areas/Facilities and by Unanimous Resolution determine the share of the costs to be borne by each Owner having regard to:

- (a) the extent to which the addition, removal, modification or replacement is necessitated by an Owner or the use of the Owner's property;



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- (b) the extent of an Owner's intended use of the particular facility or Area/Facility;
- (c) whether the addition or adjustment more fairly divides the Shared Area/Facility Costs; and
- (d) other matters that may be taken reasonably into account.

5.6 In respect of so much of its property that is not the subject of these arrangements for Shared Areas/Facilities, each Owner must use reasonable endeavours to:

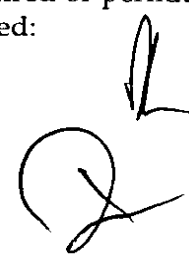
- (a) keep it clean, tidy and in a well-ordered condition;
- (b) maintain it in a state of good and serviceable repair, and in a condition which satisfies any statutory requirements; and
- (c) subject to clauses 5.7 to 5.14, renew or replace it, if necessary.

#### **Refurbishment of Shared Areas/Facilities**

- 5.7 The Committee must prepare and consider a plan for the refurbishment of the Shared Areas/Facilities, so as to ensure that those parts of the building are well maintained and in good working order (the "Refurbishment Plan").
- 5.8 The Refurbishment Plan shall include specifications, estimated costing and timing of the proposed refurbishment and timing of proposed payments by the Owners.
- 5.9 The Committee must do so at intervals of not less than seven (7) or more than ten (10) years after the date of this Statement, or the preparation of the last Refurbishment Plan, as appropriate.
- 5.10 At least 14 days' written notice of a meeting must be given to each Owner of a meeting at which it will be proposed that a draft Refurbishment Plan be prepared.
- 5.11 Each Owner shall be provided with a copy of the draft Refurbishment Plan at least two (2) months prior to the meeting of the Committee at which the draft Refurbishment Plan is to be considered.
- 5.12 The Committee may only approve the draft Refurbishment Plan and determine the manner of its implementation, by a Unanimous Resolution.
- 5.13 The Committee must implement the approved Refurbishment Plan as soon as practicable and may do everything necessary for that purpose, including applying for any requisite approval of statutory authorities.
- 5.14 To the extent to which the Owners' respective shares of the cost of the refurbishment are not determined by clause 5.4, their shares shall be determined by the Committee having regard to the criteria referred to in clause 5.5.

#### **Restrictions on alterations**

- 5.15 An Owner or Associate must not do any building work or allow any building work to be done, without the approval in writing of the Committee or as required or permitted by this Statement, so as to alter the appearance of the Building when viewed:
  - (a) from outside the Building; and



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(b) from the Shared Areas/Facilities.

5.16 The approval of the Committee pursuant to clause 5.15 requires the Unanimous Resolution of the Committee.

5.17 An Owner or Associate must not do any building, refurbishing or decorating work not in keeping with the standards of a high-class residential complex.

#### **Administrative and sinking fund**

5.18 The Committee must establish an Administrative Fund within 1 month after this Statement is registered. The Committee must use the Administrative fund to pay the Shared Costs that are not Sinking Fund costs.

5.19 The Committee must establish a Sinking Fund within 1 month after this Statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of the Shared Areas/Facilities.

5.20 The Committee must pay all money it receives into the appropriate bank account managed by the Committee.

5.21 The Committee may only withdraw money from its account to pay for things allowed by this Statement.

### **6 INSURANCE**

6.1 The Owners must comply with all relevant requirements concerning insurance of the Building including but not limited to the requirement to obtain a damage policy in accordance with Clause 3 Schedule 8A of the *Conveyancing Act 1919* and other insurances in accordance with Clause 4 Schedule 8A of the *Conveyancing Act 1919*.

6.2 Each Owner and Associate must:

(a) do everything reasonably necessary to assist an Owner to comply with the Owner's obligations under any insurance policy relating to the Building, at the request of the Owner; and

(b) not act or omit to act so as to render any insurance policy void or voidable.

### **7 CONTRIBUTIONS**

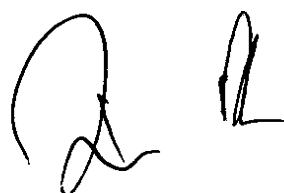
#### **Budget**

7.1 The Committee must determine annually a budget for a period of 12 months following the determination. The budget shall consist of the Committee's estimate of the costs and expenses to be incurred by the Committee under this Statement in that period, and shall specify:

(a) each cost or expense;

(b) each Owner's share of that cost or expense; and

(c) the date or dates on which the Owners must pay their shares to the Committee.





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- 7.2 Each Owner shall be provided with a copy of the proposed budget at least one (1) month prior to the meeting of the Committee at which the proposed budget is to be considered.
- 7.3 The Committee may only approve the budget and determine the manner of its implementation, by a Unanimous Resolution.

#### **Payment of costs and expenses**

- 7.4 Each Owner must pay to the Committee its share of the Committee's actual or anticipated costs and expenses, according to the budget or other determination by the Committee. The Secretary must forward a copy of the budget or advice in writing of other determination of the Committee to each Owner. The budget or other determination may not require payment by an Owner of its share less than 28 days after service on it of the budget or notice of other determination.


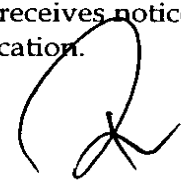
#### **Clarification of payment of costs and expenses**

- 7.5 At any time before the first of the days on which an Owner must pay an amount to the Committee, an Owner may seek clarification of the liability of that Owner by written notice to the Secretary. The notice must:
- (a) specify the matter which requires clarification; and
  - (b) specify any matters or facts which the Owner considers affect that Owner's share of any costs or expense.
- 7.6 The Committee must consider the request for clarification as soon as practicable. Thereafter, it shall notify each Owner:
- (a) that the liability of the Owner to the Committee remains unchanged; or
  - (b) of a change in that liability, including the amount and date on which payment must be paid.

#### **Default**

- 7.7 If an Owner fails to pay any amount payable pursuant to this Statement by the due date:
- (a) that Owner may not vote at any meeting of the Committee until such time as the outstanding payment has been paid;
  - (b) at the option of the Committee, that Owner shall incur interest on the amount unpaid at the rate reasonably determined as appropriate by the Committee, but not exceeding 2% per annum above the highest overdraft rate from time to time charged by the Commonwealth Bank of Australia, if any; and
  - (c) that Owner must pay any expense incurred by the Committee in recovering or attempting to recover the outstanding payment.
- 7.8 If an Owner has sought clarification pursuant to clause 7.5, an Owner shall be deemed not to have failed to pay its share until the later of the date it receives notice under clause 7.6 and the date by which the payment is required by the clarification.

#### **Records**



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7.9 The Secretary must keep proper accounting records of the financial transactions of the Committee, and must prepare a statement of the Committee's income and expenditure for consideration by the Committee at each of its meetings referred to in clause 4.2(b).

7.10 The Secretary must make the accounting records and financial statements available for inspection by an Owner during normal business hours, upon reasonable notice and the Secretary shall keep the accounting records and financial statements for seven (7) years from the date they are prepared or issued.

## **8 CLEANING**

8.1 Despite anything else in this Statement, each Owner must arrange and pay for any graffiti apparent on the exterior portion of the Building forming part of its Stratum Lot to be removed on a regular basis.

## **9 SIGNAGE**

9.1 No Owner or Associate may, without the prior written consent of the Committee, affix or exhibit any sign, light, advertisement, name or notice to the Building if it is visible from the Shared Areas/Facilities of the Building.

## **10 APPLICATIONS**

### **Applications**

10.1 An Owner or Associate may ask the Committee to approve an activity that, without the approval of the Committee, is proscribed by this Statement.

10.2 Any request must be in writing and must be accompanied by all documents to which the Owner or Associate asks the Committee to have regard when considering the request.

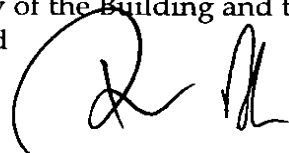
10.3 The request must be forwarded to the Secretary, who must submit the request to the Committee for its consideration at its next meeting.

## **11 ACCESS TO SHARED AREAS/FACILITIES**

11.1 Each Owner and Associate and the Committee may access the Shared Areas/Facilities to do things required or allowed by this Statement or under an Easement. Anything done under this clause must take account of and not adversely affect a tenant or lawful occupant of a Stratum Lot.

11.2 Subject to this Statement, the Committee may:

- (a) restrict access to parts of the Building which an Owner or Associate does not require access to get to the Owner's or Associate's Stratum Lot;
- (b) restrict access to the Shared Areas/Facilities;
- (c) specify which Owners and Associates and other persons are entitled to use and enjoy a Shared Area/Facility;
- (d) secure doors or gates in the building between hours the Committee reasonably determines are appropriate to preserve the security of the Building and to protect the Owners and Associates and their property; and



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- (e) install and monitor CCTV cameras and engage security personnel as the Committee reasonably determines as appropriate to preserve the security of the Building and to protect the Owners and Associates and their property.

11.3 The Owners must pay for the costs and expenses incurred by the Committee under clauses 11.2(d) and (e) in accordance with the cost allocation in Schedule 1.

## 12 COMMITTEE ACCESS AND OTHER RIGHTS

12.1 The Committee (or its authorised users and contractors):

- (a) may access and conduct works in relation to the Shared Areas/Facilities to do all things required by or allowed under this Statement so long as reasonable notice is given to the Owners, except in the case of an emergency when no notice is required;
- (b) must maintain the Shared Areas/Facilities to an operational standard, or any higher standard as determined by the Committee;
- (c) must, if the Shared Areas/Facilities are damaged, destroyed or fail to operate at any time and for any reason, as soon as possible, repair or replace the Shared Areas/Facilities;
- (d) must not permit any of the Shared Areas/Facilities to fall into disrepair so as to become a hazard or nuisance;
- (e) must consult, in good faith, with the Owners in relation to the nature, timing and location of any works the Committee carries out in relation to the Shared Areas/Facilities;
- (f) in carrying out any rights under this Statement, must take all reasonable steps to ensure that:
  - (i) reasonable safety measures are taken in relation to any works;
  - (ii) the nature and extent of the works do not substantially and adversely effect the use of the relevant Stratum Lot;
  - (iii) due consideration is given to the activities and operations carried on within the relevant Stratum Lot;
  - (iv) all works are conducted in a proper and workmanlike manner and in accordance with all laws and the requirements of all authorities;
  - (v) as little damage as possible occurs to the Stratum Lot in which the works are being conducted; and
  - (vi) any damage to the relevant Stratum Lot is immediately made good

## 13. WATER USAGE, SEWER AND FIRE SERVICES

13.1 The Owners acknowledge that water usage for the Building will be measured by thirteen master meters in accordance with Sydney Water requirements.



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- 13.2 The Owners acknowledge that the water usage are separately metered and the Owners must pay the water usage for their respective Stratum Lots and Shared Areas/Facilities in accordance with their water usage.
- 13.3 The Owners acknowledge that the Building has thirteen water connections and two sewer connections but that such connections are not divided up into different uses. Further, the Owners acknowledge that the water and sewer system for the Building is a Shared Area/Facility in which all Owners must contribute towards the costs of the repair, maintenance and replacement in accordance with this Statement.
- 13.4 Finally, the Owners acknowledge that the Building is one building for the purposes of the safety and compliance with the Building Code of Australia and that they will not do anything to their Stratum Lot that would cause a breach of any fire safety legislation or Building Code of Australia.

#### 14. NOTICES

##### Contact Details

- 14.1 Each Owner must notify the other Owners of its own and its authorised representative's address, and telephone and facsimile numbers.

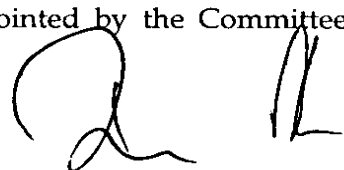
##### Service

- 14.2 Any notice, approval or other communication under this Statement ("Notice") including to an Owner or to the Committee must be in writing and must be:
- (a) delivered to the addressee personally;
  - (b) left at the then current address of the addressee;
  - (c) sent by pre-paid ordinary post to the current address of the addressee; or
  - (d) sent to the current facsimile number of the addressee.
- 14.3 The Notice will be deemed to have been received:
- (a) on the day the addressee received the Notice, if delivered to the addressee personally.
  - (b) on the second business day after posting, if posted.
  - (c) on the date on which the entire Notice was transmitted according to the transmission report of the machine from which the facsimile was sent, if sent by facsimile transmission.

#### 15. LEGAL PROCEEDINGS

The Owners authorise and appoint:

- (a) the Committee; and/or
- (b) each Owner or other person appointed by the Committee (with that Owner's or person's consent)



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to initiate, defend and maintain legal proceedings on behalf of the Committee.

**16. GST**

16.1 In this clause "GST" means any tax payable under *A New Tax System (Goods and Services Tax) Act 1999* (as amended) (the "Act") or any goods and services tax, consumption, value added or similar tax.

16.2 If the Committee is liable to pay GST with respect to anything supplied by or to the Committee, the Owners must pay the amount of GST in addition to any sum otherwise payable under this Statement ("the Sum Otherwise Payable"). Each Owner's liability will be apportioned in proportion to their liability for the supply.

16.3 An Owner must make payment under this clause after being given a tax invoice as required under the Act, on the date the Sum Otherwise Payable falls due or is paid, whichever is the earlier.

**17. AMENDMENT OF STATEMENT**

This Statement may be amended but only in accordance with section 28U of the *Strata Schemes (Freehold Development) Act 1973*.

**18. FURTHER SUBDIVISION**

18.1 Each person bound by this Statement acknowledges and agrees that an Owner may carry out construction of the Building in a number of stages which may involve the registration of one or more strata plans or plans of stratum subdivision in respect of any part of the Building after the date of registration of this Statement.

18.2 All Owners must ensure that any lease or similar disposal of any portion of their Stratum Lot must include a term that provides the consent of the lessee or other right holder to (and requires them to do everything necessary to sign) any subdivision or strata plan or associated documentation contemplated in this clause 18.

18.3 Each Owner and Associate in the Building must:

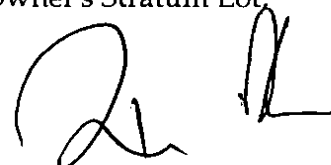
- (a) give consent to a subdivision or strata plan prepared pursuant to clause 18.1; and
- (b) do all things necessary to ensure that an Owner can lodge any subdivision or strata plan prepared pursuant to clause 18.1 for registration, including but not limited to signing all such documentation as may be reasonably required by the Owner and producing certificates of title.

**19. MAINTENANCE, REPAIR AND STRUCTURAL ADEQUACY**

19.1 Stratum Lot Owner responsible for own Stratum Lot

Each Stratum Lot Owner must:

- (a) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Stratum Lot Owner's Stratum Lot;

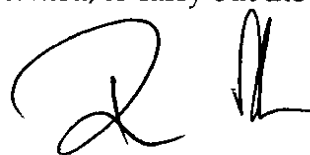


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- (b) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Stratum Lot Owner's Stratum Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition;
- (c) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Building Facilities; and
- (d) allow the other Members at reasonable times on reasonable notice to enter a Stratum Lot Owner's Stratum Lot so as to access items within their own Stratum Lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access that Stratum Lot or another Stratum Lot pursuant to any Easement in order to carry out maintenance, repairs, inspections, tests, renewals and renovations.

19.2 Failure of Stratum Lot Owner to carry out its obligations

- (a) If the Stratum Lot Owner does not carry out its obligations under clause 19.1 then the Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 19.1, including:
  - (i) carrying out work on the Stratum Lot Owner's Lot to do anything the Stratum Lot Owner has failed to do under clause 19.1;
  - (ii) enter the Stratum Lot Owner's Lot with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this clause, the Committee must:
  - (i) ensure that all work is done properly;
  - (ii) cause as little interference as practical to any occupier of the Stratum Lot Owner's Lot;
  - (iii) cause as little damage as possible to the Stratum Lot Owner's Lot and any improvements on it; and
  - (iv) if damage (being damage arising because the Stratum Lot Owner's Lot has not complied with clause 19.1) is caused, restore the Stratum Lot Owner's Lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Committee must:
  - (i) before exercising its rights under clause 19.2(a), by written notice, give the Stratum Lot Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;



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- (ii) give the Stratum Lot Owner reasonable notice of intention to enter the Stratum Lot Owner's Lot.

## 20. UPGRADING AND REDEVELOPMENT

### 20.1 Members' acknowledgment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this Statement, the Building will require upgrading from time to time.
- (b) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading work, so long as the proposed upgrading works are in accordance with the requirements of Sydney City Council or any other Governmental Agencies or the Maintenance Manual.

### 20.2 Members' rights

Each member may, in its absolute discretion and at its sole cost upgrade the part of the land that it owns.

### 20.3 Members to meet

The Members must, at intervals of not less than five years commencing on the date of this Statement, convene a meeting of the Committee to discuss the state of the whole of the building. If the Committee by Unanimous Resolution decides to carry out upgrading of the building, it will request the Secretary to prepare a detailed plan to carry out the upgrading works.

### 20.4 Plan preparation

The Secretary must, if requested by the Committee, prepare detailed plans for the upgrading works including costings and funding arrangements, and submit the plan to the members for their consideration.

### 20.5 Consideration of plan

Within 42 days after the Secretary submits the plan to each member, the Committee must meet to consider the plan and to decide if the plan will be implemented.

### 20.6 Effecting works

If the Committee reaches agreement under Clause 20.5, the Secretary must obtain any approvals required by statutory authorities for undertaking and completing the upgrading works, and engage contractors as necessary to complete the works. The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors.

5794469

## EXECUTION

EXECUTED by **KARIMBLA**  
**PROPERTIES (NO. 22) PTY LTD ACN** )  
**115 509 478** in accordance with the )  
Corporations Act 2001 )

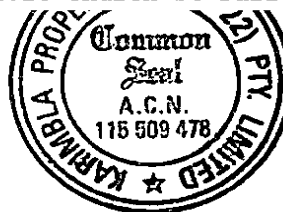
Signature of Authorised Person

**DIRECTOR**

Office held

**DAVID CREMONA**

Name of Authorised Person (please print)



Signature of Authorised Person

**SECRETARY**

Office held

**ROBYN McCULLY**

Name of Authorised Person (please print)

REGISTERED



3.2.2017

R  
L



5794469

## SCHEDULE A - SHARED AREAS/FACILITIES AND COST ALLOCATION

| No. | Shared Facility   | Location                                     | % of Cost to be allocated to Owners of Strata Plan 94469 (formerly Lot 1 DP1225807) | % of Cost to be allocated to Owner of Lot 2 | % of Cost to be allocated to Owner of Lot 3 | % of Cost to be allocated to Owner of Lot 4 |
|-----|---|--|---|---|---|---|
| 1.  | Common Areas  | Various                                      | 59%   | 3%  | 37%   | 1%  |
| 2.  | Emergency Egress  | Various                                      | 59%   | 3%  | 37%   | 1%  |
| 3.  | Services  | Various                                      | 59%   | 3%  | 37%   | 1%  |
| 4.  | Fire Services   | Various                                      | 59%   | 3%  | 37%   | 1%  |
| 5.  | Parking Level 4 Stormwater Pump Out Pits  | Parking Level 4 near grids 5.C\5.3 & 4.F\4.5 | 59%   | 3%  | 37%   | 1%  |
| 6.  | Parking Level 4 Sprinkler/Hydrant Pump & Backup Generator Room                                | Parking Level 4 near grids 3.C\3.3           | 59%   | 3%  | 37%   | 1%  |
| 7.  | Parking Levels 3 & 4 Sprinkler Tank   | Parking Levels 3 & 4 near grids 3.B\3.3      | 59%   | 3%  | 37%   | 1%  |
| 8.  | Parking Level 3 Emergency Diesel Generators for the Parking Level 4 Stormwater Pump Out Pits  | Parking Level 3 near grids 5.D\5.5 & 4.H\4.8 | 59%   | 3%  | 37%   | 1%  |
| 9.  | Parking Level 3 Sprinkler/Hydrant Electric Pump Room  | Parking Level 3 near grids 3.C\3.3           | 59%   | 3%  | 37%   | 1%  |
| 10. | Parking Level 2 Relay Booster Room  | Parking Level 2 near grids 3.C\3.3           | 59%   | 3%  | 37%   | 1%  |
| 11. | Parking Level 1 Western Cold Water Pump & Water Meter Room                                    | Parking Level 1 near grids 5.D\5.7           | 95%   | 5%  | 0%  | 0%  |
| 12. | Parking Level 1 Fresh Air Supply Fan for Lobby & Western Cold Water Pump and Water Meter Room | Parking Level 1 near grids 3.R\3.3           | 94%   | 5%  | 0%  | 1%  |

5794469

| No. | Shared Facility  | Location                                      | % of Cost to be allocated to Owners of Strata Plan 94469 (formerly Lot 1 DP1225807) | % of Cost to be allocated to Owner of Lot 2 | % of Cost to be allocated to Owner of Lot 3 | % of Cost to be allocated to Owner of Lot 4 |
|-----|--|---|---|---|---|---|
| 13. | Church Street Shared Lift between Parking Level 1 & Level 1    | Parking Level 1 to Level 1 near grids 2.C\2.2 | 94%   | 5%  | 0%  | 1%  |
| 14. | Eastern Parking Level 1 Cold Water Pump Room                   | Parking Level 1 near grids 4.G\4.8            | 0%  | 0%  | 99%   | 1%  |
| 15. | Parking Level 1 Main Switch Room                               | Parking Level 1 near grids 3.C\3.3            | 59%   | 3%  | 37%   | 1%  |
| 16. | Parking Level 1 MDF Room                                       | Parking Level 1 near grids 3.A\3.3            | 59%   | 3%  | 37%   | 1%  |
| 17. | Parking Level 1 MDF Room Air Conditioning Unit                 | Parking Level 1 near grids 4.B\4.9            | 59%   | 3%  | 37%   | 1%  |
| 18. | Parking Level 1 Main Switch Room Fresh Air Fan                 | Parking Level 1 near grids 4.B\4.8            | 59%   | 3%  | 37%   | 1%  |
| 19. | Parking Level 1 Supply Air Fan Room                            | Parking Level 1 near grids 4.B\4.7            | 95%   | 5%  | 0%  | 0%  |
| 20. | Parking Level 1 MDF Room Air Conditioning Unit                 | Parking Level 1 near grids 6.D\6.7            | 59%   | 3%  | 37%   | 1%  |
| 21. | Ground Level Booster Cupboard                                  | Ground Level near grids 2.A\2.2               | 59%   | 3%  | 37%   | 1%  |
| 22. | Ground Level Combined Valve & Fire Control Room                | Ground Floor near grids 1.E\1.7               | 59%   | 3%  | 37%   | 1%  |
| 23. | Ground Level Gas Supply Room                                   | Ground Floor near grids 4.P\4.5               | 95%   | 5%  | 0%  | 0%  |
| 24. | Ground Level Loading Dock including loading dock sliding gate  | Ground Floor near grids 3.I\3.4               | 59%   | 3%  | 37%   | 1%  |
| 25. | Below Ground Retail & Residential Carpark Entry Security Gates | Ground Level near grids 3.J\3.2               | 95%   | 5%  | 0%  | 0%  |

5794469

| No. | Shared Facility   | Location                                   | % of Cost to be allocated to Owners of Strata Plan 94469 (formerly Lot 1 DP1225807) | % of Cost to be allocated to Owner of Lot 2 | % of Cost to be allocated to Owner of Lot 3 | % of Cost to be allocated to Owner of Lot 4 |
|-----|---|--|---|---|---|---|
| 26. | Ground Level Main Gas Supply Room   | Ground Level near grids 6.F\6.4            | 59%   | 3%  | 37%   | 1%  |
| 27. | Ground Level Stair Pressurisation Plant Room  | Ground Level near grids 6.G\6.5            | 59%   | 3%  | 37%   | 1%  |
| 28. | Ground Level Serviced Apartment, Residential & Childcare Centre Security Gates      | Ground Level near grids 3.J\3.2            | 61%   | 0%  | 38.75%                                      | 0.25%                                       |
| 29. | East Tower Shared Lifts between Ground Level & Level 4                              | Ground Level to Level 4 near grids 6.E\6.5 | 0%  | 0%  | 99%   | 1%  |
| 30. | Ground Level Toilets Exhaust Fan  | Ground Level near grids 6.C\6.7            | 0%  | 8%  | 92%   | 0%  |
| 31. | Ground Level Substation # 1   | Ground Level in the southern external area | 0%  | 86%   | 0%  | 14%   |
| 32. | Mezzanine Level Stormwater Detention Tank   | Mezzanine Level near grids 5.G\5.7         | 61%   | 0%  | 38.75%                                      | 0.25%                                       |
| 33. | Mezzanine Level Stair Pressurisation Plant Room for Parking Level 4 to Ground Level | Mezzanine Level near grids 5.E\5.4         | 59%   | 3%  | 37%   | 1%  |
| 34. | Mezzanine Level Loading Dock Fan  | Mezzanine Level near grids 4.J\1.H         | 59%   | 3%  | 37%   | 1%  |
| 35. | Mezzanine Level Retail & Serviced Apartment Toilets Exhaust Air Fan                 | Mezzanine Level near grids 4.F\4.7         | 0%  | 8%  | 92%   | 0%  |
| 36. | Level 1 Stair Pressurisation Plant Room for Parking Level 4 to Ground Level         | Level 1 near grids 2.B\2.2                 | 59%   | 3%  | 37%   | 1%  |
| 37. | Level 1 to Level 3 External Wall Signage  | Level 1 to Level 3 near grids 4.P\4.4      | 0%  | 7.5%  | 91%   | 1.5%  |

5794469

| No. | Shared Facility                                    | Location                                 | % of Cost to be allocated to Owners of Strata Plan 94469 (formerly Lot 1 DP1225807) | % of Cost to be allocated to Owner of Lot 2 | % of Cost to be allocated to Owner of Lot 3 | % of Cost to be allocated to Owner of Lot 4 |
|-----|--|--|---|---|---|---|
| 38. | Level 3 Supply Air Plant Room                      | Level 3 near grids 3.Q\3.2               | 59%   | 3%  | 37%   | 1%  |
| 39. | Level 3 Carpark Exhaust Plant Rooms                | Level 3 near grids 4.L\4.8 & 4.F\4.5     | 59%   | 3%  | 37%   | 1%  |
| 40. | Level 3 Outdoor Pool Plant Room                    | Level 3 near grids 4.H\4.8               | 61%   | 0%  | 39%   | 0%  |
| 41. | Level 3 Outdoor Pool Heater Room                   | Level 3 near grids 4.G\4.9               | 61%   | 0%  | 39%   | 0%  |
| 42. | Level 3 Supply Air Fan Room                        | Level 3 near grids 6.H\6.3               | 59%   | 3%  | 37%   | 1%  |
| 43. | Level 4 Stair Pressurisation Plant Room            | Level 4 near grids 4.N\4.4               | 59%   | 3%  | 37%   | 1%  |
| 44. | Level 4 Mechanical Plant Room                      | Level 4 near grids 4.M\4.6               | 59%   | 3%  | 37%   | 1%  |
| 45. | Level 4 External Landscaped Areas                  | Level 4 – various areas                  | 61%   | 0%  | 39%   | 0%  |
| 46. | Level 4 Outdoor Pool                               | Level 4 near grids 4.H\4.5               | 61%   | 0%  | 39%   | 0%  |
| 47. | Ground Level Retail Garbage Room                   | Ground Level near grids 5.H\5.9          | 0%  | 86%   | 0%  | 14%   |
| 48. | Parking Level 1 Retail Carpark Lighting Power Cost | Parking Level 1 – Retail Carparking Area | 95%   | 5%  | 0%  | 0%  |
| 49. | Level 1 Carpark Lighting Power Cost Sharing        | Level 1 – Carparking Area                | 61%   | 0%  | 38.75%                                      | 0.25%                                       |

SP94469

SP94469

| No. | Shared Facility                            | Location | % of Cost to be allocated to Owners of Strata Plan 94469 (formerly Lot 1 DP1225807) | % of Cost to be allocated to Owner of Lot 2 | % of Cost to be allocated to Owner of Lot 3 | % of Cost to be allocated to Owner of Lot 4 |
|-----|--|----------|---|---|---|---|
| 50. | General landscaping, lawn and garden areas |          | 59%   | 3%  | 37%   | 1%  |
| 51. | Water and Sewer maintenance                |          | 59%   | 3%  | 37%   | 1%  |

Note:

- For shared facilities that have a reference to 'near grid' consult the architectural design drawings held by the Building Management Committee to locate the grid line intersection referred to.

REGISTERED



3.2.2017

*Handwritten signature*



83535  
SEP 13 11 08 AM '55  
SEP 19 11 08 AM '55

No. 372973  
New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



Lodgment 2:12  
Endorsement :  
Certificate :  
Plan 1 Vol 1-10  
19:1-10  
14-9-55

**RHODA**  
**I, RHODA LEABEATER of Northmead Widow**

(herein called transferor )  
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder, in  
consideration of **TWELVE THOUSAND POUNDS**  
**(£12,000.)** (the receipt whereof is hereby acknowledged) paid to me by  
**TERENCE PATRICK GAVAN of Church Street, Parramatta General Merchant**

(herein called transferee )

do hereby transfer to the said transferee  
**ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :-**

| County     | Parish   | Reference to Title (d) |      |      | Description of Land<br>(if part only) | (e) |
|------------|----------|------------------------|------|------|---------------------------------------|-----|
|            |          | Whole or Part          | Vol. | Fol. |                                       |     |
| Cumberland | St. John | Whole                  | 6900 | 43   |                                       |     |

And the transferee covenants with the transferor together with full and free right as appurtenant to the land hereby transferred (a) in use that portion of the wall erected on the Southern boundary of the land in Certificate of Title Volume 6900 Folio 42 commencing 16' from Church Street and extending a distance of 16' 11" 11" from Church Street shown in the plan hereunto annexed and thereon coloured blue for the support of a building erected on the land in Certificate of Title Volume 6900 Folio 43 and it is hereby agreed and declared that the costs of repairing and maintaining the wall shall be born equally by the transferor her executors administrators and assigns and the transferee his executors administrators and assigns (b) to use that portion of the wall erected on the Southern boundary of the land in Certificate of Title Volume 6900 Folio 42 commencing at a point 16' 11" 11" from Church Street and extending 7' 6" to a point 16' 11" 11" from Church Street shown in the plan hereunto annexed and thereon coloured red for the support of a building erected on the land in Certificate of Title Volume 6900 Folio 43 AND IT IS HEREBY AGREED AND DECLARED (a) the land to which the benefit of the easements hereby created is appurtenant to the land firstly described (b) that the land secondly described (c) that the following persons namely the transferee his executors administrators and assigns and the transferor her administrators executors and assigns jointly shall have the right to release vary or modify the easements hereby created

**ENCUMBRANCES ARE REFERRED TO**  
Reservation of Gold, Silver and Coal.

Signed at Parramatta the 14th day of September 1955  
Signed in my presence by the transferor by her Attorney Percy Whitton  
Rhoda Leabeater by her Attorney P.W. Leabeater  
WHO IS PERSONALLY KNOWN TO ME  
Transferor.\*

Signed J.L. Shepherd  
Solicitor Parramatta  
447629

Signed in my presence by the transferee  
WHO IS PERSONALLY KNOWN TO ME  
Transferee(s).

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.  
\* N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.  
B4 437—W K 1103 A. H. PETERSEN, GOVERNMENT PRINTER.

No. **G 372973**

LODGED BY **A. Lanta**

**CONSENT OF MORTGAGEE!**  
(N.B.—Before execution read marginal note.)

I,

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land, in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 49253 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Parramatta the 9th day of September 1955.

Signed in the presence of—

A. W. Shephard Solicitor Parramatta P. W. Lecheater

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.**

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

| INDEXED               | MEMORANDUM OF TRANSFER  | DOCUMENTS LODGED HEREWITH.  |
|-----------------------|---|---|
| <b>UP</b>             | <i>Log with document</i>  | To be filled in by person lodging dealing.  |
| Checked by <b>pm</b>  | Particulars entered in Register Book, Volume <b>6900</b> Folio <b>343 &amp; 43</b>                                      | 1 <b>Plan</b> Received Docs.<br>2 <b>6900-43</b> Nos.<br>3 <b>1/1 added 26/10/56</b><br>4<br>5<br>6<br>7 Receiving Clerk. |
| Passed (in S.D.B.) by |   |   |
| Signed by <b>pm</b>   | the <b>6th</b> day of <b>December</b> 19 <b>56</b> at <b>45</b> minutes past <b>10</b> o'clock in the <b>fore</b> noon. |   |
|                       | <b>J. W. P. D.</b><br>Registrar-General   |   |

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

|                        | Initials | Date |
|------------------------|----------|------|
| Sent to Survey Branch  |          |      |
| Received from Records  |          |      |
| Draft written ...      |          |      |
| Draft examined ...     |          |      |
| Diagram prepared ...   |          |      |
| Diagram examined ...   |          |      |
| Draft forwarded ...    |          |      |
| Supt. of Engravers ... |          |      |
| Cancellation Clerk ... |          |      |
| Vol.                   |          | For. |

K 1105 81-427-17

**EXÉCUTION OUTSIDE NEW SOUTH WALES.**

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

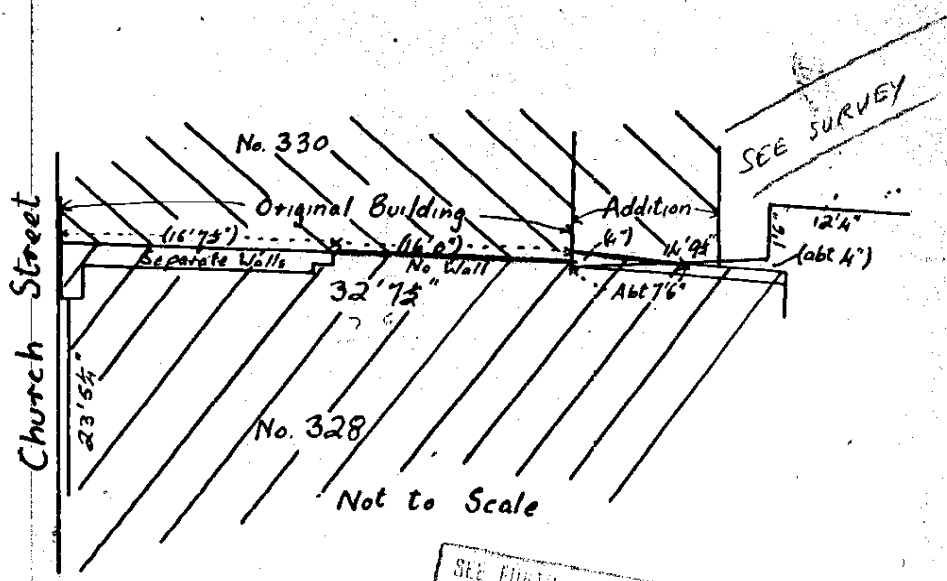
The fees are :—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable :—(a) 3/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

10-08  
 12 JUL 1956

G 372973



SEE ENTERED REFILED  
 IN PLAN BOOK AS P.P.  
 447629  
 B

This is the plan referred to in the annexed Memorandum of Transfer between Rhonda Leabator and Terence Patrick Gavan dated the ninth day of September 1955.

P.W. Leabator

A. W. Sushard

Sup. A Justice of the Peace for New South Wales.

*[Signature]*  
 Mulligan, B



SIGNATURES AND SEALS ONLY.

The Common Seal of the Council  
of the City of Parramatta was  
hereunto affixed this 28th day  
of June 2001 pursuant to a  
Resolution of Council, passed at its  
meeting of 20 November 2000.

*A. McNamee*  
Local Mayor

*Timmy Gorman*  
Senior Manager

PLAN APPROVED: \_\_\_\_\_  
Authorised Officer

Land District: \_\_\_\_\_  
Paper No.: \_\_\_\_\_  
Field Book: \_\_\_\_\_

Crown Lands Office Approval

Subdivision Certificate

I hereby state that the provisions of s.88B of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision of the land.

Consent Authority General Manager/Assistant-General Manager  
Date of endorsement: 28 June 2001

Accreditation no.: \_\_\_\_\_  
Subdivision Certificate no.: \_\_\_\_\_  
File no.: 2401/427

Note: Any plan is to be lodged electronically in the Land Title Office. It should include a signature in an electronic or digital format approved by the Registrar-General.

Office of the Registrar-General / Src:TRISearch / Ref:24016 Church St Parramatta

DocID:R931429 / DocID: 1031459 P / Rev:10-Aug-2001 / NSW LRS / Pgs:ALL / Prt:15-Feb-2024 18:30 / Seq:1 of 6

SWITCHES REFERENCE 94208-DP "CHECKLIST"

MPR: 2003

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

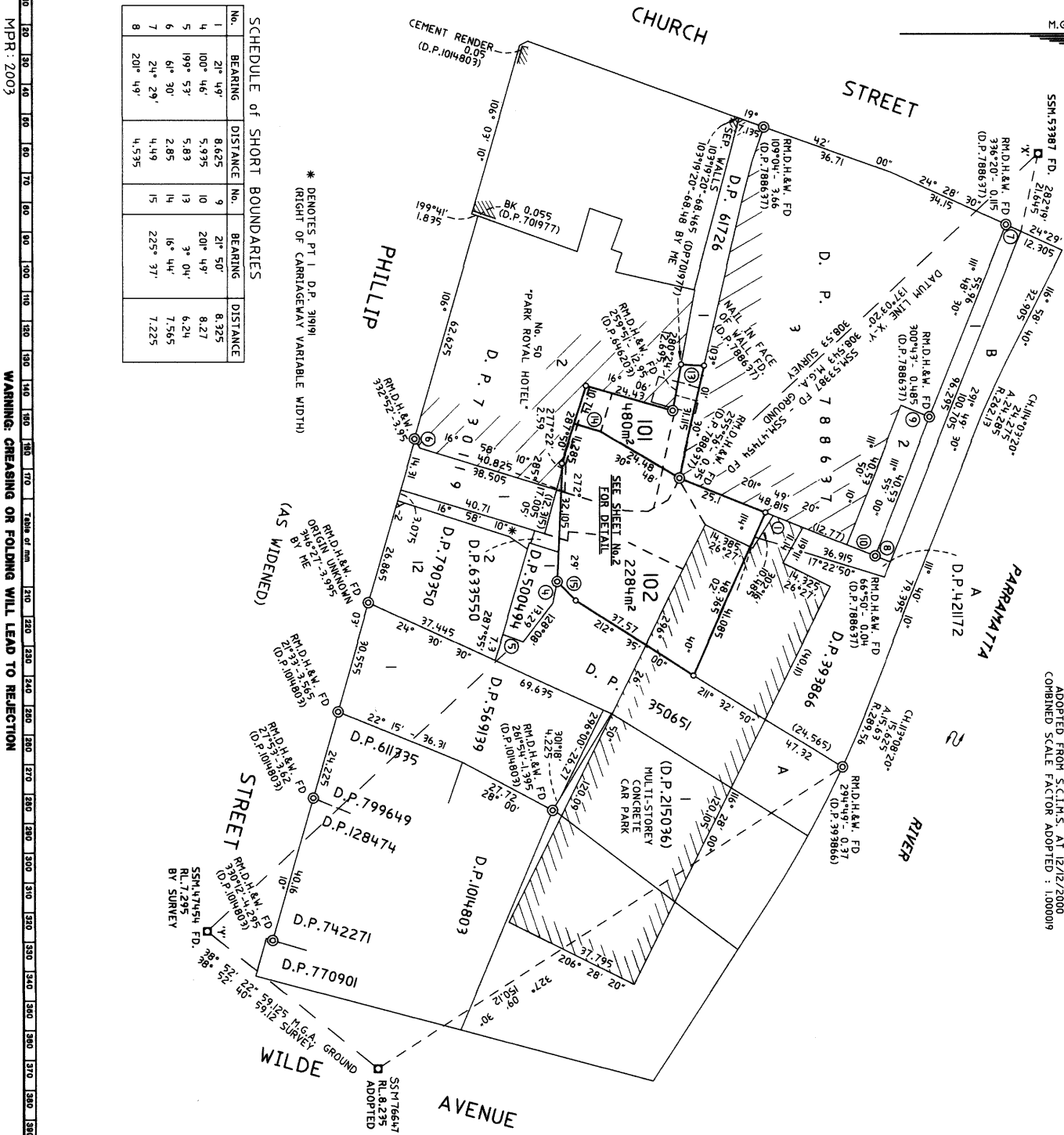
plan Drawing only to appear in this space

| SURVEY PRACTICE REGULATIONS 1996 CLAUSE 3(2) |             |               |      |       |       |
|--|-------------|---------------|------|-------|-------|
| M.G.A. CO-ORDINATES                          |             |               |      |       |       |
| MARK   | EASTING     | NORTHING      | ZONE | CLASS | ORDER |
| SSM 53387                                    | 315 284.202 | 6 257 006.187 | 56   | B     | 1.2   |
| SSM 47454                                    | 315 494.414 | 6 256 790.326 | 56   | B     | 1.2   |
| SSM 76647                                    | 315 531.522 | 6 256 836.359 | 56   | B     | 1.2   |

ADOPTED FROM S.C.L.M.S. AT 12/12/2000  
COMBINED SCALE FACTOR ADOPTED : 1.000019

| SCHEDULE of SHORT DISTANCES |          |          |     |          |          |
|-----------------------------|----------|----------|-----|----------|----------|
| No.                         | BEARING  | DISTANCE | No. | BEARING  | DISTANCE |
| 1                           | 21° 49'  | 8.625    | 9   | 21° 50'  | 8.325    |
| 4                           | 100° 46' | 5.935    | 10  | 201° 49' | 8.27     |
| 5                           | 199° 53' | 5.83     | 13  | 3° 04'   | 6.24     |
| 6                           | 61° 30'  | 2.85     | 14  | 16° 44'  | 7.565    |
| 7                           | 24° 29'  | 4.49     | 15  | 225° 37' | 7.225    |
| 8                           | 201° 49' | 4.535    |     |          |          |

\* DENOTES PT. 1, D.P. 31919  
(RIGHT OF CARRIAGEWAY VARIABLE WIDTH)



\* OFFICE USE ONLY

DP1031459

Registered: 8.8.2001

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0052-411 #

Last Plan: DP 724764

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 724764 AND EASEMENTS WITHIN LOT 1 IN D.P. 73019, LOT 2 IN D.P. 639550, LOT B IN D.P. 393866 AND LOT A IN D.P. 421172

Lengths are in metres. Reduction Ratio 1:800

LGA: PARRAMATTA

Locality: PARRAMATTA

Parish: ST. JOHN

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.  
(Delete if inapplicable).

Surveyor: RODNEY J. NORTHINGTON  
Surveyor's Professional Registration No: 2006

1. RODNEY J. NORTHINGTON & CO. P/L  
2. 100 DUNLOP STREET, PARRAMATTA, N.S.W. 2150  
3. A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1992 (NSW)  
4. I, the Surveyor, am qualified to the full in accordance with the Surveyors Act 1992 (NSW) and was completed on 20th DECEMBER, 2000.

The survey, related to LOTS 101, 102 AND 103, was conducted in accordance with the Surveyors Act 1992 (NSW) and was completed on 20th DECEMBER, 2000.

I have verified the data and certify that it is correct and true to the best of my knowledge and belief.

Zone: Suburban

Dealing Line "X-Y"

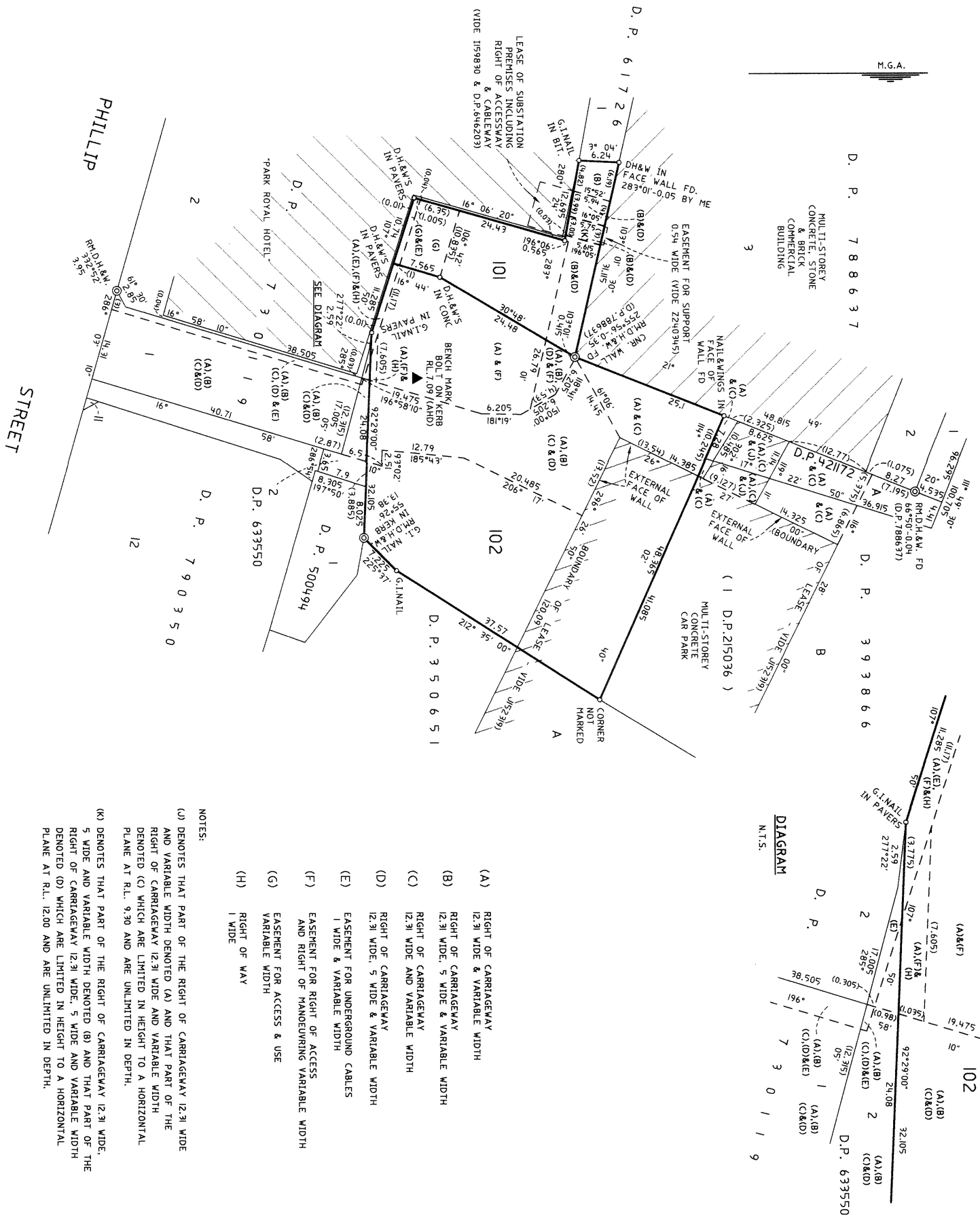
Signature: \_\_\_\_\_

Plans used in preparation of survey/compilation: DPs 104803, 788637, 73019, 709177, 742764, 646203, 639550, 561939, 500494, 421172, 420522, 393866, 350651, 31919, 384927, 215036, 61726, 953734

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, (restrictions on the use of land or positive covenants).

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY 12.31 WIDE AND VARIABLE WIDTH (A)
2. RIGHT OF CARRIAGEWAY 12.31 WIDE, 5. WIDE AND VARIABLE WIDTH (B)
3. RIGHT OF CARRIAGEWAY 12.31 WIDE AND VARIABLE WIDTH (C)
4. RIGHT OF CARRIAGEWAY 12.31 WIDE, 5. WIDE AND VARIABLE WIDTH (D)
5. EASEMENT FOR UNDERGROUND CABLES 1 WIDE AND VARIABLE WIDTH (E)
6. EASEMENT FOR RIGHT OF ACCESS AND RIGHT OF MANOEUVREING VARIABLE WIDTH (F)
7. EASEMENT FOR ACCESS AND USE VARIABLE WIDTH (G)
8. RIGHT OF WAY 1 WIDE (H)



- NOTES:
- (A) DENOTES THAT PART OF THE RIGHT OF CARRIAGEWAY 12.31 WIDE AND VARIABLE WIDTH DENOTED (A) AND THAT PART OF THE RIGHT OF CARRIAGEWAY 12.31 WIDE AND VARIABLE WIDTH DENOTED (C) WHICH ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 9.30 AND ARE UNLIMITED IN DEPTH.
  - (K) DENOTES THAT PART OF THE RIGHT OF CARRIAGEWAY 12.31 WIDE, 5 WIDE AND VARIABLE WIDTH DENOTED (B) AND THAT PART OF THE RIGHT OF CARRIAGEWAY 12.31 WIDE, 5 WIDE AND VARIABLE WIDTH DENOTED (D) WHICH ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT R.L. 12.00 AND ARE UNLIMITED IN DEPTH.
  - (A) RIGHT OF CARRIAGEWAY 12.31 WIDE AND VARIABLE WIDTH
  - (B) RIGHT OF CARRIAGEWAY 12.31 WIDE, 5 WIDE AND VARIABLE WIDTH
  - (C) RIGHT OF CARRIAGEWAY 12.31 WIDE AND VARIABLE WIDTH
  - (D) RIGHT OF CARRIAGEWAY 12.31 WIDE, 5 WIDE AND VARIABLE WIDTH
  - (E) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH
  - (F) EASEMENT FOR RIGHT OF ACCESS AND RIGHT OF MANOEUVRING VARIABLE WIDTH 1 WIDE & VARIABLE WIDTH
  - (G) EASEMENT FOR ACCESS & USE VARIABLE WIDTH
  - (H) RIGHT OF WAY 1 WIDE

DP1031459

Registered: 8.8.2001

Map is shown 2 of my plan in 2 sheets

Surveyor registered under Surveyors Act 1939

This is shown 2 of my plan in 2 sheets

of 28/08/2001

Tony Brown

Approved: General Manager / Land Services  
 For use where space is insufficient in any part on Plan Form 2.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of <sup>8</sup> Sheets)

Plan:

Subdivision of Lot 1 in DP 724764 and  
Easements within Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot B in DP 393866  
and Lot A in DP 421172 covered by  
Council Certificate No. 01/427

**DP1031459**

**Full name and address of the owners  
of the land:**

The Council of the City of Parramatta  
30 Darcy Street  
PARRAMATTA NSW 2150

**PART 1**

1. **Identity of Easement firstly  
referred to in the  
abovementioned plan:**

Right of Carriageway 12.31 wide and  
variable width.

**Schedule of lots etc affected**

**Lots burdened:**

102, Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot A in DP  
421172 and Lot B in DP 393866

**Lots, name of road or authority  
benefited:**

101,  
Lot 3 in DP 788637



.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of <sup>8</sup>7 Sheets)

Plan:

Subdivision of Lot 1 in DP 724764 and  
Easements within Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot B in DP 393866  
and Lot A in DP 421172 covered by  
Council Certificate No. 01/427

**DP1031459**

- 2. Identity of Easement secondly  
referred to in the  
abovementioned plan:**

Right of Carriageway 12.31 wide, 5 wide  
and variable width.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

101,102, Lot 1 in DP 730119 and  
Lot 2 in DP 633550

Lot 1 in DP 61726

- 3. Identity of Easement thirdly  
referred to in the  
abovementioned plan:**

Right of Carriageway 12.31 wide and  
variable width.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

102, Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot A in DP  
421172 and Lot B in DP 393866

The Council of the City of Parramatta



TB

.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of <sup>8</sup>7 Sheets)

**DP1031459**

Subdivision of Lot 1 in DP 724764 and  
Easements within Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot B in DP 393866  
and Lot A in DP 421172 covered by  
Council Certificate No. 01/4>7

- 4. Identity of Easement fourthly  
referred to in the  
abovementioned plan:**

Right of Carriageway 12.31 wide, 5 wide  
and variable width.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

101, 102, Lot 2 in DP 633550 and  
Lot 1 in DP 730119

Integral Energy Australia

- 5. Identity of Easement fifthly  
referred to in the  
abovementioned plan:**

Easement for Underground Cables 1  
wide and variable width.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

101, 102, Lot 2 in DP 633550 and  
Lot 1 in DP 730119

Integral Energy Australia



113

.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of <sup>8</sup>7 Sheets)

**DP1031459**

Subdivision of Lot 1 in DP 724764 and  
Easements within Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot B in DP 393866  
and Lot A in DP 421172 covered by  
Council Certificate No. 01/427

- 6. Identity of Easement sixthly  
referred to in the  
abovementioned plan:**

Easement for right of access and right of  
manoeuvring variable width.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

102

101,  
Lot 3 in DP 788637

- 7. Identity of Easement seventhly  
referred to in the  
abovementioned plan:**

Easement for access and use variable  
width.

**Schedule of lots etc affected**

**Lots burdened:**

**Lots, name of road or authority  
benefited:**

101

The Council of The City of Parramatta

- 8. Identity of Easement eighthly  
referred to in the  
abovementioned plan:**

Right of Way 1 wide.

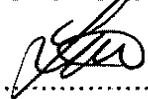
**Schedule of lots etc affected**

**Lots, name of road or authority  
benefited:**

**Lots burdened:**

102

The Council of The City of Parramatta

.....  
TB   
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of <sup>8</sup>~~7~~ Sheets)

**DP1031459**

Subdivision of Lot 1 in DP 724764 and  
Easements within Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot B in DP 393866  
and Lot A in DP 421172 covered by  
Council Certificate No. 01/421

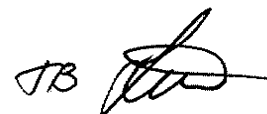
**PART 2**

- 5. Terms of Easement for underground cables 1 wide and variable width  
fifthly referred to in the abovementioned plan.**

An easement for underground cables as set out in Memorandum 3021851 filed in  
the New South Wales Department of Land and Property Information.

- 6. Terms of Easement for right of access and right of manoeuvring variable  
width sixthly referred to in the abovementioned plan:**

An easement for right of access as per the Conveyancing Act, 1919, Schedule 8,  
part 14, together with full free and unimpeded right for every person who is at any  
time entitled to an estate or interest in possession in the land herein indicated as  
the lot benefited or any part thereof with which the right shall be capable of  
enjoyment, and every person authorised by him to go, pass and repass and  
manoeuvre motor vehicles, service vehicles and delivery trucks, through and  
across all surfaces within the area designated (F) on the abovementioned plan at  
all times for the purpose of accessing the loading docks forming part of the  
improvements on the lots benefited and loading and unloading goods and the  
Registered Proprietor of the lot benefited may exercise all other ancillary rights  
and obligations reasonably necessary for the effective application of this right.



.....  
Council Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 6 of <sup>8</sup>7 Sheets)

**DP1031459**

Subdivision of Lot 1 in DP 724764 and  
Easements within Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot B in DP 393866  
and Lot A in DP 421172 covered by  
Council Certificate No. 01/427

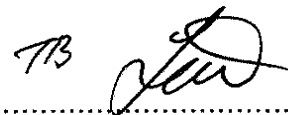
**7. Terms of Easement for access and use variable width seventhly referred to  
in the abovementioned plan.**

Full and free right for the Council of the City of Parramatta and every person authorised by the Council of the City of Parramatta from time to time to enter and be in and upon and to use that part of the lot burdened designated (G) on the abovementioned plan for the purposes of using the brick amenities structure presently erected thereon TOGETHER with the full and free right and liberty to have the brick amenities structure supported upheld and maintained by the lot hereby burdened AND SUBJECT ALWAYS TO:

- 1) all rights herein conferred being capable of enjoyment only during the existence of the brick amenities structure.
- 2) the Registered Proprietor of the land hereby burdened being responsible for ensuring that the brick amenities structure erected within the aforesaid (G) of the lot burdened is maintained in good order at all times to the satisfaction of the Council of the City of Parramatta and all costs associated with maintenance are to be incurred by the aforesaid Registered Proprietor.

**8. Terms of Right of Way 1 wide eighthly referred to in the abovementioned plan.**

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass on foot at all times and for all purposes without animals or vehicles over the land indicated herein as the servient tenement for the purposes of gaining access to a brick amenities structure presently erected within the part of Lot 101 designated (G) in the abovementioned plan SUBJECT TO the rights conferred by this easement being capable of enjoyment only during the existence of the aforesaid brick amenities structure.



.....  
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 7 of <sup>8</sup>~~7~~ Sheets)

**DP1031459**

Subdivision of Lot 1 in DP 724764 and  
Easements within Lot 1 in DP 730119,  
Lot 2 in DP 633550, Lot B in DP 393866  
and Lot A in DP 421172 covered by  
Council Certificate No. 01/427

**Name of person or authority empowered to release vary or modify the Easements  
firstly, secondly and sixthly referred to in the abovementioned plan.**

The Registered Proprietor for the time being of the lot benefited.

**Name of person or authority empowered to release vary or modify the Easements  
thirdly, seventhly and eighthly referred to in the abovementioned plan.**

The Council of the City of Parramatta. The cost and expense of any such  
release, variation or modification shall be borne by the person or corporation  
requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Easements  
fourthly and fifthly referred to in the abovementioned plan.**

Integral Energy Australia. The cost and expense of any such release, variation or  
modification shall be borne by the person or corporation requesting same in all  
respects.



.....  
Council Authorised Person

# DP1031459

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO  
BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE,  
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919**

(Sheet 8 of 8 Sheets)

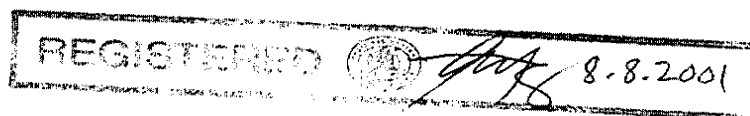
Subdivision of Lot 1 in DP724764  
and Easements within Lot 1 in  
DP730119, Lot 2 in DP633550,  
Lot B in DP393866 and Lot A in  
DP421172 covered by Council  
Certificate No. *B1/427*

FOR SIGNATURES ONLY

THE COMMON SEAL OF **THE COUNCIL**  
**OF THE CITY OF PARRAMATTA** WAS  
HEREUNTO AFFIXED THIS *28* DAY  
OF *JUNE* 2001 PURSUANT TO A  
RESOLUTION OF COUNCIL PASSED AT  
ITS MEETING HELD ON THE *20* DAY  
OF *NOVEMBER* 2000 MINUTE NO. *5769*

*J. Meenan*  
.....  
Lord Mayor

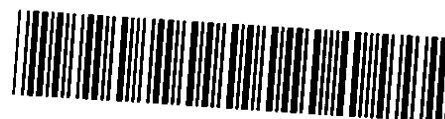
*Terry Bane*  
.....  
General Manager



Form: 11R  
Release: 4-1

## REQUEST

New South Wales  
Real Property Act 1900



AH744456B

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided by this form for the establishment and maintenance of the Real Property Act Register. The Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

Auto-Consol 8663-164 part being folios 2/788637 & 3/788637

(C) **REGISTERED DEALING**

Number

Torrens Title

(D) **LODGED BY**

Document  
Collection  
Box

1056P

Name, Address or DX, Telephone, and Customer Account Number if any

Meriton Apartments Pty Ltd  
DX 1177 Sydney Ph: (02) 9287 2888  
LPI No: 123759V

Reference: NA: CHURCH ST, PARRAMATTA

CODE

R

(E) **APPLICANT**

KARIMBLA PROPERTIES (NO.22) PTY LTD

(F) **NATURE OF REQUEST**

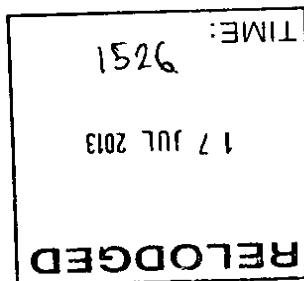
REGISTRATION OF PLANNING AGREEMENT PURSUANT TO SECTION 93H OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

(G) **TEXT OF REQUEST**

THE APPLICANT REQUESTS THAT THE PLANNING AGREEMENT ATTACHED TO THIS REQUEST AS ANNEXURE "A" BE REGISTERED PURSUANT TO SECTION 93H OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

DATE

21 May 2013



- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: KARIMBLA PROPERTIES (NO.22) PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ROBYN MCCULLY  
Office held: Secretary

Signature of authorised person:

Name of authorised person: PETER SPIRA  
Office held: Director

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant \_\_\_\_\_ 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

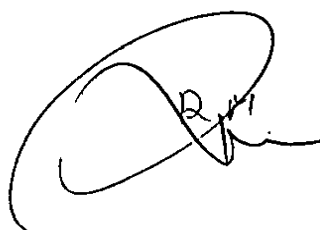
Annexure A to

Parties:

PLANNING AGREEMENT BETWEEN PARRAMATTA CITY COUNCIL AND KARIMBLA PROPERTIES (NO.22)  
PTY LTD

Dated: <sup>21 May</sup>~~10 March~~ 2013

PLANNING AGREEMENT FOR 330 CHURCH STREET, PARRAMATTA



Date 10 / 4 / 2013

## **Planning Agreement**

330 Church Street, Parramatta

**Parramatta City Council**

ABN 49 907 174 773

and

**Karimbla Properties (No. 22) Pty Ltd**

ABN 97 115 509 478

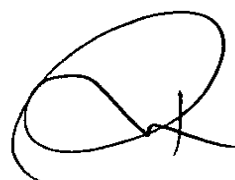
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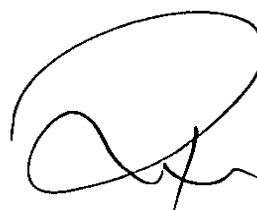


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## Planning Agreement

**Dated** 10 / 4 / 2013

---

### Parties

|            |  |
|------------|--|
| Name       | <b>Parramatta Council</b><br><b>ABN 49 907 174 773</b> |
| Address    | 30 Darcy Street, Parramatta, NSW                       |
| Facsimile  |  |
| Short name | <b>Parramatta</b>                                      |

|            |  |
|------------|--|
| Name       | <b>Karimbla Properties (No. 22) Pty Ltd</b><br><b>ABN 97 115 509 478</b> |
| Address    | Level 11, 528 Kent Street, Sydney, NSW                                   |
| Facsimile  |  |
| Short name | <b>Developer</b>   |

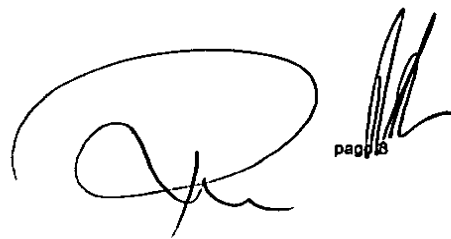
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### Background

- A. Parramatta is the Consent Authority pursuant to the EPAA Act for the Development.
- B. The Developer is the owner, or is entitled to be the owner of the Land.
- C. The Developer intends to carry out the Development.
- D. The Consent (condition A8) requires the Developer and Parramatta to enter into this planning agreement in relation to the provision of the Public Benefits.
- E. The parties wish to enter into a planning agreement in order to satisfy the Consent relation to the provision of the Public Benefits on the terms and conditions of this document.

Page 6 of 25

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 page 8



It is agreed

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**1. Planning agreement under the EPAA Act**

**1.1 Section 93F**

The parties agree that this document is a planning agreement governed by subdivision 2 of Division 6 of Part 4 of the EPAA Act.

**1.2 Application**

The planning agreement constituted by this document applies to the:

1.2.1 the Land; and

1.2.2 the Development.

---

**2. Operation and Development Consent Lapsing**

**2.1 Development Consent Lapsing**

The parties agree that this planning agreement takes effect on the signature of this planning agreement by the parties to it.

**2.2 Development Consent Lapsing**

2.2.1 This planning agreement will be at an end and taken to have been revoked and neither party will have any obligation to the other if the Development Consent:

(a) lapses by the effluxion of time; or

(b) is surrendered.

2.2.2 Each party will sign all documents and do all things reasonably required to procure the removal of this planning agreement as an encumbrance on the Register by appropriate notification or request if the Consent:

(a) lapses by the effluxion of time; or

(b) is surrendered.

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**3. Definitions**

In this planning agreement unless expressed or implied to the contrary:

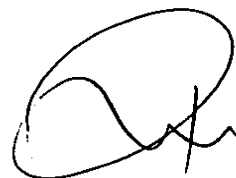
**Business Day** means any day on which trading banks are open for business in New South Wales other than a Saturday, Sunday or a public holiday in New South Wales.

**Claimant** has the meaning given to that term in clause 12.1.

**Claim Notice** has the meaning given to that term in clause 12.1.

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**Completion** means the stage in the construction of the Developer's Works when, in Parramatta's opinion (acting reasonably), the Developer's Works are complete except for minor omissions and minor Defects which are non-essential and:

- (a) which do not prevent the Developer's Works from being reasonably capable of being used for their intended purpose;
- (b) which Parramatta determines the Developer has reasonable grounds for not promptly rectifying; and
- (c) the rectification of which will not prejudice the convenient use of the land on which the Developer's Works were undertaken.

**Consent** means the determination described in Item 3 of Schedule 1.

**Consent Authority** means the governmental agency having the function to determine a development application.

**Dealing** has the meaning given to that term in clause 13.1.

**Dedicated Land** means the land described in Item 5 of Schedule 1.

**Defect** means a defect arising from materials or workmanship or design other than:

- (a) minor shrinkage;
- (b) minor settlement cracks; or
- (c) normal wear and tear.

**Defects Liability Period** means with respect to that part of the Developer's Works comprising:

- a) turfing work - a period of 2 months - with public access restricted during this period,
- b) foreshore wall embellishment - a period of 3 months,
- c) beginning on the date on which the Completion is achieved.

**Development** means the proposal of the general nature set out in Item 2 of Schedule 1 authorised by the Consent that the Developer proposes to undertake.

**Developer's Works** means works set out in Item 6 of Schedule 1 and more fully described in Schedule 2.

**Discretion** has the meaning given to that term in clause 5.1.

**Dispute Notice** has the meaning given to that term in clause 12.4.

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

**incoming party** has the meaning given to that term in clause 13.1.

**Item** means an item in Schedule 1.

**Land** means the land described in Item 1 of Schedule 1.

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**Law means:**

- (a) the common law including the principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws, or consents by a governmental agency.

**New Law** means a Law that is amended, varied or changed or a new Law either of which comes into force on or after the date of this planning agreement.

**Occupation Certificate** means a certificate referred to in Section 109C(1)(b) of the EPAA Act.

**planning agreement** means this document and includes all schedules and annexures to it.

**Prescribed Rate** means the rate prescribed from time to time under the Uniform Civil Procedure Rules 2005 as the rate of interest on judgment debts, calculated daily and compounded on the last day of each month.

**Public Benefits** means the public benefits described in Item 4 of Schedule 1 to be delivered under this planning agreement.

**Register** means the Torrens Title register held by the New South Wales office of Land and Property Information.

**Respondent** has the meaning given to that term in clause 12.

**Schedule** means a schedule to this planning agreement.

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## **4. Interpretation**

### **4.1 Governing Law and Jurisdiction**

This planning agreement is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

### **4.2 Persons**

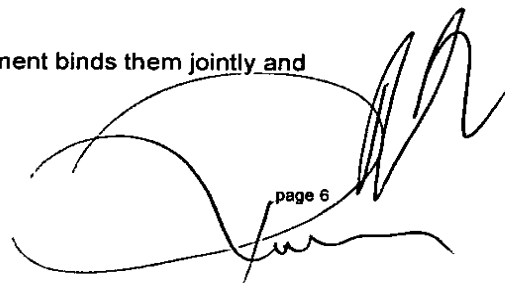
In this planning agreement, a reference to:

- 4.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 4.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 4.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

### **4.3 Joint and Several**

If a party consists of more than one person, this planning agreement binds them jointly and each of them severally.

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page 6

#### 4.4 Legislation

In this planning agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

#### 4.5 Clauses and Headings

In this planning agreement:

- 4.5.1 a reference to this planning agreement or other document includes this planning agreement or the other document as varied or replaced regardless of any change in the identity of the parties;
- 4.5.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this planning agreement all of which are deemed part of this planning agreement;
- 4.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 4.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this planning agreement;
- 4.5.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- 4.5.6 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation';
- 4.5.7 a reference to **governmental agency** means the Crown, any government, any governmental ministry or department, or any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, municipal, local, judicial or regulatory entity, agency, instrumentality, authority, court, commission, tribunal or statutory corporation having jurisdiction over or in respect of the Land or its use or both; and
- 4.5.8 a reference to any notice, claim, demand, consent, agreement, approval, authorisation, specification, direction, disclosure, notification, request, communication, appointment, or waiver being given or made by a party to this Agreement is a reference to its being given or made in writing, and the expression **notice** includes any of the foregoing.

#### 4.6 Severance

- 4.6.1 If a provision in this planning agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 4.6.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or any other provision of this planning agreement.

#### 4.7 Business Day

If a payment or other act is required by this planning agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

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#### **4.8 Number and Gender**

In this planning agreement, a reference to:

4.8.1 the singular includes the plural and vice versa; and

4.8.2 a gender includes the other genders.

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### **5. No Fetter**

#### **5.1 Discretion**

This planning agreement is not intended to operate to fetter, in any unlawful manner:

5.1.1 the sovereignty of the Parliament of the State of New South Wales to make any Law;

5.1.2 the power of the executive government of the State of New South Wales to make any statutory rules; or

5.1.3 the exercise of any statutory power or discretion of any Minister of the State of New South Wales or any governmental agency (including Parramatta),

(all referred to in this planning agreement as a 'Discretion').

#### **5.2 No Fetter**

No provision in this planning agreement is intended to, or does, constitute any unlawful fetter of any Discretion. If, contrary to the operation of this clause 5, any provision of this planning agreement is held by Court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:

5.2.1 they will take all practice steps, including the execution of any further documents to ensure the objective of this clause 5 is substantially satisfied;

5.2.2 in the event that clause 5.1 cannot be achieved without giving rise to unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this planning agreement has full force and effect; and

5.2.3 to endeavour to satisfy the common objectives of the parties in relation to the provision of this planning agreement which is held to be an lawful fetter to the extent that is possible having regard to the relevant Court judgement.

#### **5.3 Conflict**

In the event of any conflict between the exercise of a Discretion and the performance or obligations under this planning agreement, the former prevails.

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### **6. Registration**

#### **6.1 Procure Registration**

The Developer must:

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- 6.3.1 procure registration of this planning agreement on the Register pertaining to the Land no later than 20 Business Days after the date of this planning agreement in accordance with this clause 6 including obtaining the consent of any mortgagee or other person who has an interest in the Land; and
- 6.3.2 deliver to Parramatta a title search of the Land confirming registration of this planning agreement.

## **6.2 Effect of Registration**

The parties agree and acknowledge that if any of the Land is subdivided and sold, then all of the obligations of this planning agreement are jointly and severally binding on, and enforceable against, the owner of each subdivided parcel of land from time to time, on whose title this planning agreement is registered, as if each owner for the time being had entered into this planning agreement.

## **6.3 Release**

Parramatta agrees to provide a release and discharge of this planning agreement with respect to any part of the Land if the Developer requests a release and discharge of this planning agreement (whether in full or part) and:

- 6.3.1 in the case of a request for a full release and discharge, the Developer has complied with all it's obligations under this planning agreement to Parramatta's satisfaction; or
- 6.3.2 in the case of a request for partial release and discharge, the Developer has, at the time of the request complied with it's obligations under this planning agreement to Parramatta's satisfaction to the extent that they effect that part of the Land to which the partial release relates.

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## **7. EPAA Act Application**

### **7.1 Sections 94, 94A and 94EF of the EPAA Act**

Section 94, 94A and 94EF of the EPAA Act apply to the Development.

### **7.2 Benefits**

The benefits obtained by Parramatta under this planning agreement are not to be taken into consideration in determining any development contribution under section 94 of the EPAA Act in respect of to the Development.

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## **8. Public Benefits**

### **8.1 Delivery**

The Developer must, at no cost to Parramatta, do all things required to deliver the Public Benefits in accordance with this planning agreement.

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## **9. Dedicated Land**

### **9.1 Dedication of Land**

The Developer must do (or procure to be done) all things required to dedicate the Dedicated Land to Parramatta (including land subdivision and transfer of ownership in fee simple) prior to the issue of the final Occupation Certificate (interim or otherwise) in respect of the Development.

---

## **10. Developer's Works**

### **10.1 Approvals and Consents**

- 10.1.1 The Developer must, at its own cost, obtain all approvals and consents from any relevant governmental agencies having jurisdiction over or in respect of the Developer's Works.
- 10.1.2 Before commencing the Developer's Works, the Developer must give Parramatta copies of all approvals and consents relating to the Developer's Works.

### **10.2 Construction Work**

The Developer must at its cost:

- 10.2.1 carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works issued by any relevant governmental agencies having jurisdiction over or in respect of the Developer's Works;
- 10.2.2 ensure that the Developer's Works are conducted in a proper and workmanlike manner so that they are structurally sound, fit for purpose, and suitable for their intended use; and
- 10.2.3 promptly notify Parramatta of any delays which it experiences in completing the Developer's Works.

### **10.3 Inspection of Works**

- 10.3.1 Parramatta may (but is not obliged) at reasonable times and on reasonable notice inspect the Developer's Works during the course of construction.
- 10.3.2 Parramatta will promptly notify the Developer of any material or significant Defect, error or omission in the Developer's Works identified during or as the result of such inspection. The parties expressly agree that any failure to identify a Defect, error and omission, will not be construed as amounting to an acceptance by Parramatta of that Defect, error or omission.

### **10.4 Indemnity**

The Developer indemnifies and releases Parramatta against all damage, expense, loss or liability of any nature suffered or incurred by Parramatta arising from any act or omission by the Developer (or any person engaged or employed by the Developer) in connection with the conduct of the Developer's Works.

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## **10.5 Insurance**

The Developer must establish and maintain:

- 10.5.1 public liability insurance for an amount not less than \$20 million (or such greater amount Parramatta reasonably requires) covering all aspects of the Developer's Works and submit to Parramatta a copy of the certificate of insurance prior to the commencement of the construction of the Developer's Works and at all other times Parramatta reasonably required;
- 10.5.2 all other insurance policies in respect of the Developer's Works Parramatta considers reasonably necessary including:
  - (a) insurance of the Developer's Works and insurance against death or injury to persons employed in the conduct of the Developer's Works; and
  - (b) any other insurances required at law.

## **10.6 Insurance requirements**

All insurance policies the Developer must keep current under this planning agreement must:

- 10.6.1 be established with one or more insurance companies which are respectable, reputable and financially sound, approved by Parramatta (such approval not to be unreasonably withheld);
- 10.6.2 name Parramatta as an insured party;
- 10.6.3 cover the parties for their respective interests;
- 10.6.4 be kept current until the Developer's Works achieve Completion.

## **10.7 Evidence**

No later than 10 Business Days after any request by Parramatta, the Developer must provide Parramatta with a certificate of currency (or such other evidence as the Parramatta may reasonably require) in respect of any insurance that must be established and maintained under this planning agreement:

## **10.8 Date of Completion of Works**

The Developer must ensure that the Developer's Works reach Completion no later than the date on which the final Occupation Certificate (interim or otherwise) is issued in respect of the Development.

## **10.9 Completion**

If the Developer (acting reasonably) considers that the Developer's Works have reached Completion, the Developer must give Parramatta a notice that includes:

- 10.9.1 a statement from the person with direct responsibility carriage and supervision of that work that in their opinion the Developer's Works have reached Completion;
- 10.9.2 a statement from a duly qualified certifier that in their opinion the Developer's Works have reached Completion; and
- 10.9.3 copies of any warranties, guarantees, maintenance information or other material reasonably required for the ongoing nature of the work;

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## **10.10 Parramatta Final Inspection**

10.10.1 Parramatta must inspect the Developer's Works within 20 Business Days of receiving notice from the Developer pursuant to clause 10.10. Promptly after such an inspection Parramatta must give the Developer a notice that states whether Parramatta:

- (a) concurs that Completion has been achieved; or
- (b) disagrees that Completion has been achieved and identifies the errors or omissions which in Parramatta's opinion prevent Completion; or
- (c) issue a notice of the nature identified in clause 10.11.

10.10.2 Nothing in this clause 10.10 will be constructed to reduce or waive in any manner the Developer's responsibility to correct minor Defects of minor omissions, whether or not these are identified by Parramatta.

## **10.11 Non-completion of Developer's Works**

Parramatta may permit the Developer not to complete the Developer's Works (or part of them) by issuing a notice to the Developer, expressly stating that completion of the items identified in that notice is not required to achieve Completion.

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## **11. Defects Liability**

### **11.1 Defects in the Developer's Works**

If Parramatta notifies the Developer of a Defect in the Developer's Works within the Defects Liability Period, the Developer must remedy that Defect to Parramatta's satisfaction, within a period allowed by Parramatta (acting reasonably).

---

## **12. Dispute Resolution**

### **12.1 Notice of Dispute**

If a party claims that a dispute has arisen under this planning agreement (**Claimant**), it must give notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).

### **12.2 Claim Notice Response**

Within 20 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

### **12.3 Negotiation**

The nominated representatives must:

- 12.3.1 meet to discuss the matter in good faith within 10 Business Days after the Respondent has given a notice advising of its representatives; and
- 12.3.2 use reasonable endeavours to settle or resolve a dispute within 15 Business Days after they have met.

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#### 12.4 Further Notice

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a notice calling for the termination of the dispute (Dispute Notice).

#### 12.5 Mediation

The parties agree that a dispute will be mediated if it is the subject of a Dispute Notice, in which case:

- 12.5.1 the parties must agree to the terms of reference for the mediation within 5 Business Days of receipt of the Dispute Notice, the terms shall include a requirement that the mediation rules at the Institute of Arbitrators and Mediators Australia (NSW Chapter) applies;
- 12.5.2 the mediator will be agreed between the parties, or failing agreement within 5 Business Days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- 12.5.3 the mediator appointed pursuant to clause 12.5.2 must:
  - (a) have reasonable qualifications and practical experience in the area of the dispute; and
  - (b) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose and such interest or duty before his appointment;
- 12.5.4 the mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- 12.5.5 the parties must within 5 Business Days of receipt of the Dispute Notice notify each other if their representatives will be involved in the mediation;
- 12.5.6 the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which the subject of the mediation settlement for the purpose of enforcing that mediation settlement;
- 12.5.7 in relation to costs and expenses:
  - (a) each party will bear their own professional and expert costs incurred in connection with the mediation; and
  - (b) the costs of the mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation be borne by that party.

#### 12.6 Litigation

If a dispute is not finally resolved in accordance with this clause 15.6, either party is at liberty to litigate the dispute.

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## **12.7 Continue to Perform Obligations**

Each party must continue to perform its obligations under this planning agreement, notwithstanding the existence of a dispute.

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## **13. Assignment and Other Dealings**

### **13.1 Land Owner Dealings**

The Developer must not sell, transfer, assign, mortgage, lease or otherwise deal with (**Dealing**) its right, title and interest in the Land (if any) or its rights and obligations under this planning agreement, or allow any interest in them to arise or be varied, in each case, without Parramatta's consent and unless, before any such sale, transfer, assignment, charge, encumbrance or novation, the Developer:

- 13.1.1 gives Parramatta not less than 10 Business Days' notice of the proposed Dealing; and
- 13.1.2 procures that the transferee, assignee or novatee (**incoming party**) signs and delivers to Parramatta prior to any such Dealing taking effect, a deed in favour of the Developer in form and substance acceptable to Parramatta whereby:
  - (a) the incoming party becomes contractually bound to perform all of the Developer's obligations (including obligations which ay have arisen before the transfer, assignment or novation takes effect) and have the benefit of all the Developer's rights under this planning agreement; and
  - (b) the Developer agrees to pay the legal costs and expenses incurred by Parramatta in connection with the negotiation, preparation and signature of such deed.

### **13.2 Restriction on Transfer of Shares**

If the Developer is a corporation (other than a corporation listed on the Australian Stock Exchange (**ASX**)), a change in effective control of the Developer (by way of change in shareholding ownership or otherwise) is deemed to be a dealing for the purposes of clause 13.1 and the requirements of clause 13.1 apply.

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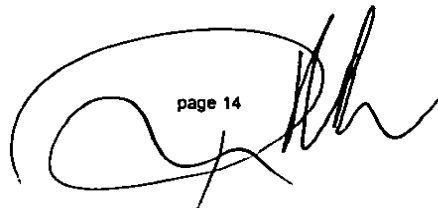
## **14. Costs, GST and Interest**

### **14.1 Preparation Costs**

No later than 10 Business Days after being given a demand by Parramatta, the Developer must pay all Parramatta's reasonable legal and administrative costs and expenses in relation to:

- 14.1.1 the negotiation, preparation and signature of this planning agreement;
- 14.1.2 the giving effect to this planning agreement;
- 14.1.3 any enforcement of the rights conferred under this planning agreement; and
- 14.1.4 the costs of any expert determination carried out under this planning agreement.

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## **14.2 Advertising Costs**

The Developer agrees to pay or reimburse the costs and expenses incurred by Parramatta in connection with the advertising and exhibiting this planning agreement in accordance with the EPAA Act.

## **14.3 GST**

- 14.3.1 In this clause 14.3 words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.
- 14.3.2 Except as otherwise provided by this clause 14.3, all consideration payable under this planning agreement in relation to any supply is GST exclusive.
- 14.3.3 If GST is payable in respect of any supply made by a supplier under this planning agreement, subject to clause 14.3.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this planning agreement.
- 14.3.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under this clause 14.3.

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## **15. Notices**

### **15.1 Service of Notice**

A notice or other communication required or permitted, under this planning agreement, to be served on a person must be in writing and may be served:

- 15.1.1 personally on the person;
- 15.1.2 by leaving it at the person's current address for service;
- 15.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 15.1.4 by facsimile to the person's current number for service.

### **15.2 Particulars for Service**

- 15.2.1 The particulars for service of each party are set out on page one of this planning agreement under the heading 'parties'.
- 15.2.2 A party may change the address, facsimile or email number for service by giving notice to the other party.
- 15.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

### **15.3 Time of Service**

A notice or other communication is deemed served:

- 15.3.1 if served personally or left at the person's address, upon service;

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- 15.3.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 5 Business Days after posting;
- 15.3.3 if served by facsimile, subject to clause 15.3.4, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 15.3.4 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

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## 16. Approvals and Consents

The parties acknowledge that:

- 16.1.1 except as otherwise stated in this planning agreement and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this planning agreement in that party's absolute discretion and subject to any conditions determined by the party;
- 16.1.2 a party is not obliged to give its reasons for giving or withholding approval or consent or for giving approval or consent subject to conditions; and
- 16.1.3 this planning agreement does not impose any obligations on a governmental agency to:
  - (a) grant a development consent where it is acting as a Consent Authority; or
  - (b) exercise any function under any Laws (including the EPAA Act).

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## 17. Representations and Warranties

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

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## 18. New Laws

If the Developer is obliged by a New Law to do something to pay an amount which it is already contractually obliged to do or pay under this planning agreement then, to the extent only that the relevant obligation is required under both the New Law and this planning agreement, compliance with the New Law will constitute compliance with the relevant obligation under this planning agreement.

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## 19. General

### 19.1 Amendment

This planning agreement may only be varied or replaced by a planning agreement duly signed by the parties.

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**19.2 Entire Understanding**

This planning agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this planning agreement and have no effect.

**19.3 Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this planning agreement.

**19.4 Waiver and Exercise of Rights**

19.4.1 A single or partial exercise or waiver of a right relating to this planning agreement does not prevent any other exercise of that right or the exercise of any other right.

19.4.2 No party will be liable for any loss or expenses incurred by the other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

**19.5 Time of the Essence**

Time is of the essence as regards all dates, periods of time and times specified in this planning agreement.

**19.6 No Relationship**

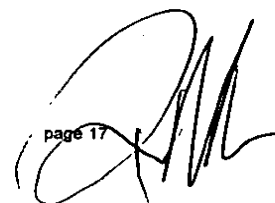
19.6.1 No party to this planning agreement has the power to obligate or bind any other party.

19.6.2 Nothing in this planning agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties.

19.6.3 Nothing in this planning agreement will be deemed to authorise or empower a party to act as agent for the other party.

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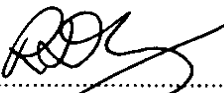
page 17



## Signing Page

Executed by the parties

THE OFFICIAL SEAL of PARRAMATTA  
CITY COUNCIL was affixed in the presence of  
, and the sealing is  
attested by:

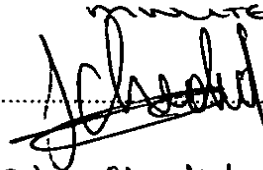


Chief Executive Officer

ROBERT LANG

Name of Chief Executive Officer

THE COMMON SEAL OF THE COUNCIL  
OF THE CITY OF PARRAMATTA WAS  
HEREUNTO AFFIXED THIS 4 DAY  
OF APRIL 2013 PURSUANT TO A  
RESOLUTION OF COUNCIL PASSED  
AT ITS MEETING HELD ON THE  
25 DAY OF MARCH 2013  
MINUTE 13720.

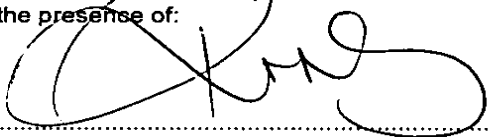


Mayor

Cr John Chedid

Name of Mayor

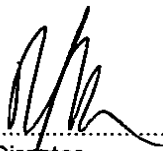
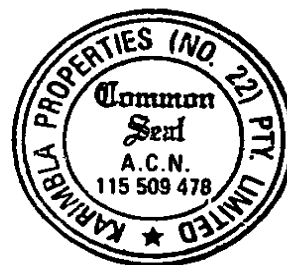
EXECUTED by KARIMBLA PROPERTIES  
(NO. 22) PTY LIMITED in accordance with  
Section 127 of the Corporations Act 2001 in  
the presence of:



Signature of Secretary/Director

ROBYN McCULLY

Name of Secretary/Director

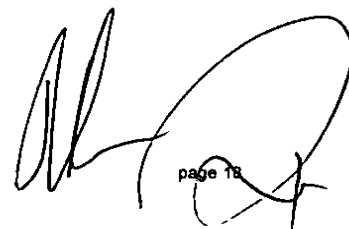


Signature of Director

Peter Spira

Name of Director

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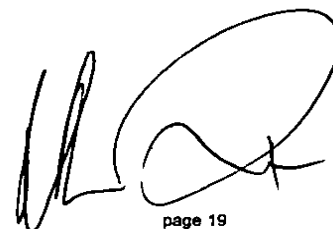
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**Schedule 1**

**Reference Schedule**

| Item | Name              | Description  |
|------|-------------------|--|
| 1    | Land              | The land comprised Lots 1 & 2 in Deposited Plan 788637 and known as 330 Church Street, Parramatta, NSW   |
| 2    | Development       | The development of the Land authorised by the Consent involving (without limitation) demolition and the construction of improvements comprising residential towers, basement car parking, retail authorised by the Consent |
| 3    | Consent           | The determination of major projects application MP10 0171 by the Minister under Part 3A of the EPAA Act issued by the Department of Planning & Infrastructure on 19 October 2012   |
| 4    | Public Benefits   | The dedication of the Dedicated Land and the completion of the Developer's Works   |
| 5    | Dedicated Land    | That part of the Land shown in the plan contained in Schedule 3 having an area of not less than 1065 sq metres that will form part of the adjoining land owned by Parramatta that is used for public recreation purposes   |
| 6    | Developer's Works | The works described in Schedule 2  |

Page 22 of 25 R01

  
page 19



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## Schedule 2

### Developer's Works

The Developer's Work comprises the embellishment of the Dedicated Land that includes (without limitation):

- removal of all residual building rubble and refuse from the Dedicated Land and the immediately adjacent areas;
- preparatory works for the laying of turf on the Dedicated Land including removal of weeds, levelling and grading, excluding excavation, to appropriately integrate with adjoining land owned by Parramatta;
- provision of sand soil underlay to min depth 75mm;
- laying of turf (the variety being wintergreen couch or such other variety approved by Parramatta); and
- irrigation of new turf until establishment (setting of roots).

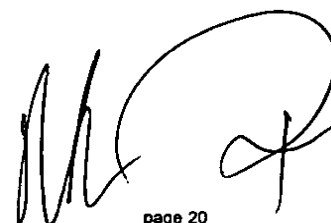
The Developer's Works comprise the embellishment of the river foreshore retaining wall adjacent to the boundary of the Land and the adjoining land owned by Parramatta. The retaining wall must be finished with a sandstone type tile finish to Parramatta's reasonable satisfaction.

The Developer acknowledges that Parramatta may affix fittings and materials to the surface of the retaining wall in connection with any future works on the adjoining land owned by Parramatta that may be carried out by Parramatta. Any fittings and materials, including their affixation must not adversely affect the structural integrity of the retaining wall. Parramatta will (at its cost) repair any damage to the retaining wall resulting from the affixation of fittings and material.

Parramatta must give the owner for the time being of the Land prior written notice of its intention to alter the appearance of the retaining wall, as described in the paragraph immediately above.

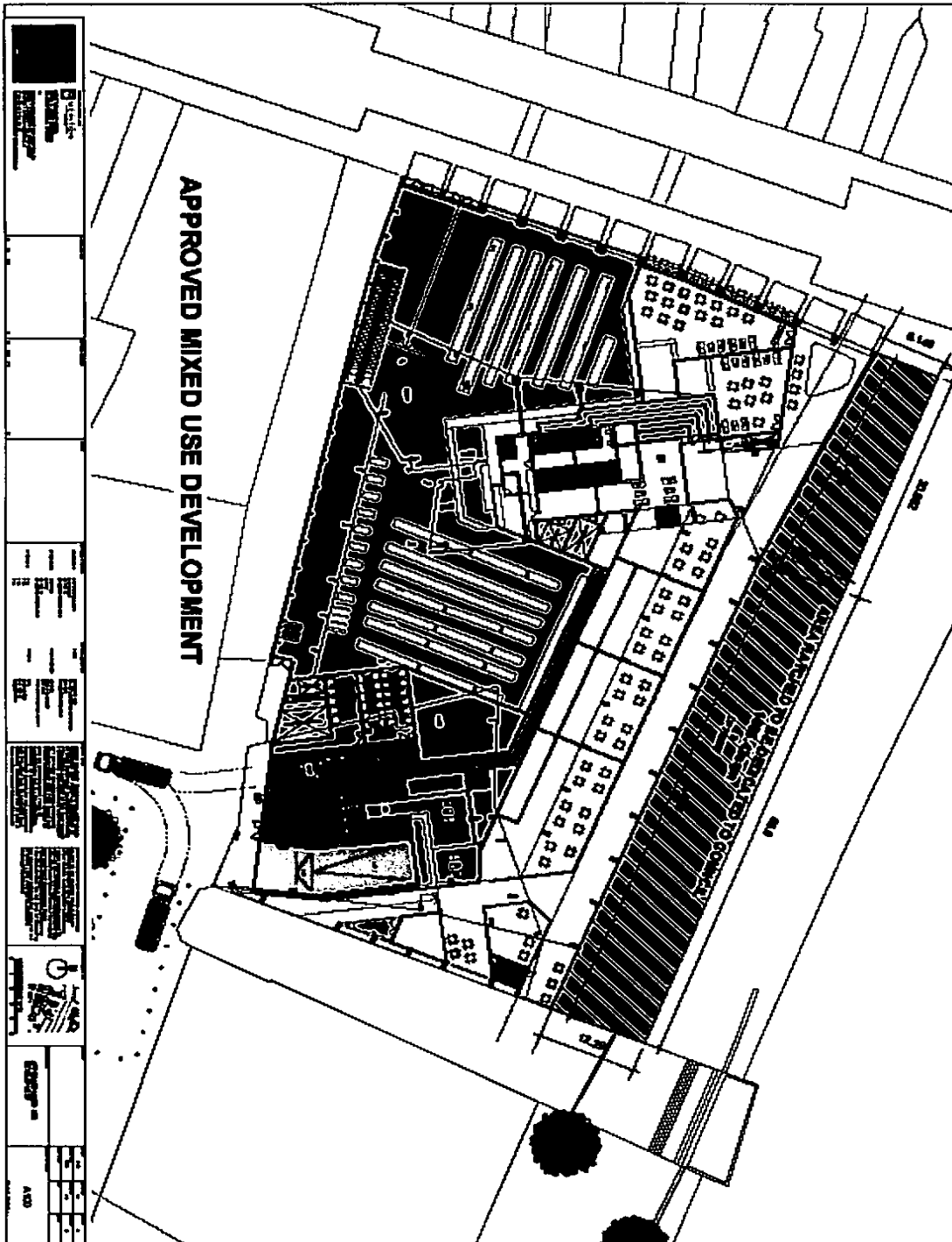
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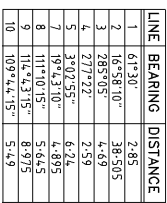


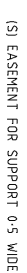


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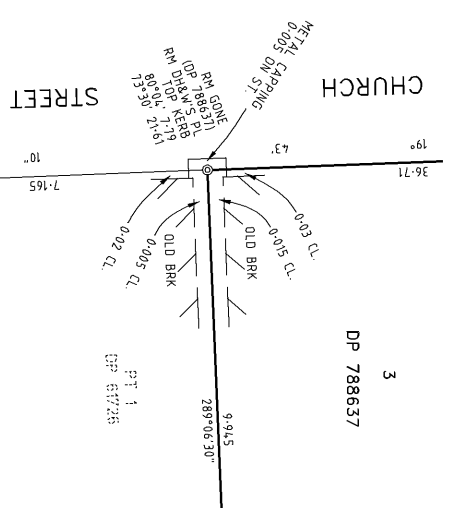




SCALE 1:200



DIAGRAM 1C  
NOT TO SCALE

DP1190534

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered:  18.3.2014

Title System: TORRENS

Purpose: EASEMENT

Office Use Only



DP1190534 S

## PLAN OF

EASEMENT OVER LOT 3 DP788637

LGA: PARRAMATTA

Locality: PARRAMATTA

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: .....

File Number: .....

Office: .....

## Survey Certificate

I, BRADLEY EDWARD GLASSON


of JBW Surveyors Pty Ltd ACN 001 149 373

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: 27/8/2013

~~\*(b) The part of the land shown in the plan (being/excluding.....) 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 the plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature  Dated: 5/11/2013

Surveyor ID: 8191

Datum Line: "X"- "Y" MGA

Type: Urban/Rural

The terrain is \*Level-Undulating/\*Steep-Mountainous

\* 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.

## Subdivision Certificate

I, .....  
\* 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: .....

Accreditation number: .....

Consent Authority: .....

Date of Endorsement: .....

Subdivision Certificate number: .....

File number: .....

\* Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/compilation

|          |           |
|----------|-----------|
| DP61726  | DP421670  |
| DP163210 | DP447629  |
| DP217677 | DP646203  |
| DP228059 | DP788637  |
| DP393866 | DP1031459 |
| DP421172 | DP1182728 |

If space is insufficient continue on PLAN FORM 6A

SIGNATURES, SEALS and 88B STATEMENTS should appear on PLAN FORM 6A

SURVEYOR'S REFERENCE: 124647-EASE-SUPP

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

Office Use Only

Registered:  18.3.2014

DP1190534

PLAN OF

EASEMENT OVER LOT 3 DP788637

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

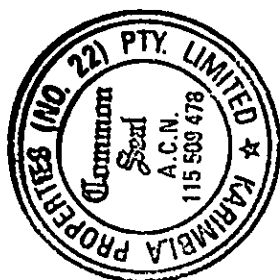
- A schedule of lots and addresses-See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals-see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: .....

Date of Endorsement: .....

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT (1919), AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR SUPPORT 0.5 WIDE



ROBYN McCULLY  
**SECRETARY**

Peter Spira  
**Director**

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY   |
|-----|------------|-------------|-------------|------------|
| 3   | 330        | CHURCH      | STREET      | PARRAMATTA |

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-EASE-SUPP

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919**



**DP1190534 B**

Sheet 1 of 2 Sheets

Plan of Easement over Lot 3 DP788637

**Full name(s) and address(es) of the owner(s)  
of the Land:**

TWO-DAD PTY LTD ACN 009 964 806  
328 Church Street  
Parramatta NSW 2150

KARIMBLA PROPERTIES (NO.22) PTY  
LTD ACN 115 509 478  
Level 11, 528 Kent Street  
Sydney NSW 2000

**PART 1 (CREATION)**

| Number of item shown in the intention panel on the plan: | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) : | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|--|---|-------------------|--|
| 1  | Easement for Support 0.5 Wide (S)   | Lot 3 DP788637    | Lot 1 in DP61726   |

**PART 2 (TERMS)**

**1. EASEMENT FOR SUPPORT 0.5 WIDE (S) IN THE PLAN**

1.1 The Grantor grants to the Grantee the right for the existing building currently situated on the lot benefited to be supported laterally by the existing wall or a wall to be erected on the lot burdened to the extent that the existing building on the lot benefited derives support from the lot burdened.

1.2 In this easement unless inconsistent with the context:

**Grantee is:**

- (a) The owner of an estate in fee simple of a lot benefited; and
- (b) Any person taking an interest from the persons referred to in clause (a).

**Grantor** is the owner of an estate in fee simple of the lot burdened.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919**

**DP1190534**

Sheet 2 of 2 Sheets

Plan of Easement over Lot 3 DP788637

EXECUTED by **KARIMBLA PROPERTIES** )  
(**NO.22**) **PTY LTD ACN 115 509 478** in )  
accordance section 127 of the Corporations Act )  
2001

  
\_\_\_\_\_  
Signature of Authorised Person

*DIRECTOR*  
\_\_\_\_\_  
Office held

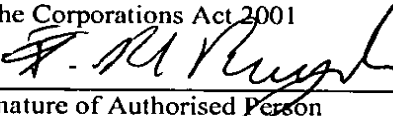
*PETER SPIRA*  
\_\_\_\_\_  
Name of Authorised Person (please print)

  
\_\_\_\_\_  
Signature of Authorised Person

*SECRETARY*  
\_\_\_\_\_  
Office held

*ROGER MCCULLOCH*  
\_\_\_\_\_  
Name of Authorised Person (please print)

EXECUTED by **TWO-DAD PTY LTD**  
**ACN 099 964 806** in accordance section 127 )  
of the Corporations Act 2001 )

  
\_\_\_\_\_  
Signature of Authorised Person

*2nd Secretary / Director*  
\_\_\_\_\_  
Office held

*Tony El Bayrat*  
\_\_\_\_\_  
Name of Authorised Person (please print)

  
\_\_\_\_\_  
Signature of Authorised Person

*Nazih Tamer*  
\_\_\_\_\_  
Office held

*Witness*  
\_\_\_\_\_  
Name of Authorised Person (please print)

REGISTERED



18.3.2014

Form: 11R  
Release: 4-1

## REQUEST

New South Wales  
Real Property Act 1900

AI758280K

**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) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

F.I. Auto Consol 8663-164

(C) **REGISTERED DEALING**

Number

Torrens Title

(D) **LODGED BY**

Document  
Collection  
Box

1056P

Name, Address or DX, Telephone, and Customer Account Number if any

MERITON GROUP  
DX 1177 SYDNEY  
TEL: 9287 2539, LPI NO: 123759V

Reference: LW: VPA, PARRAMATTA

CODE

R

(E) **APPLICANT**

KARIMBLA PROPERTIES (NO. 22) PTY LTD ACN 115 509 478

(F) **NATURE OF REQUEST**

REGISTRATION OF PLANNING AGREEMENT PURSUANT TO SECTION 93H ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979

(G) **TEXT OF REQUEST**

THE APPLICANT REQUESTS THAT THE PLANNING AGREEMENT ATTACHED TO THIS REQUEST AS ANNEXURE "A" BE REGISTERED PURSUANT TO SECTION 93H OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

DATE 17 July 2014

- (H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: KARIMBLA PROPERTIES (NO. 22) PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: ROBYN MCCULLY  
Office held: SECRETARY

Name of authorised person: PETER SPIRA  
Office held: DIRECTOR

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature: I am

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted authenticating documentation. ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 30

to make this  
amendment  
/alteration.

1303  
Wong  
17/01/14

Annexure A to

Parties:

PARRAMATTA CITY COUNCIL AND KARIMBLA PROPERTIES (NO. 22) PTY LTD

Dated: 17 July 2014

The following 28 pages are Annexure marked "A" referred to in the TEXT OF REQUEST of the REQUEST to the Registration of the Planning Agreement pursuant to s93H Environmental Planning and Assessment Act 1979

Two handwritten signatures in black ink. The top signature is a stylized, cursive 'A' or 'H'. The bottom signature is a more complex, cursive signature, possibly 'Q' or 'A'.

Date 10 / 7 / 2014

7

## Planning Agreement

330 Church Street Parramatta – David Frater Carpark

**Parramatta City Council**  
ABN 49 907 174 773

and

**Karimbla Properties (No. 22) Pty Limited**  
ABN 97 115 509 478

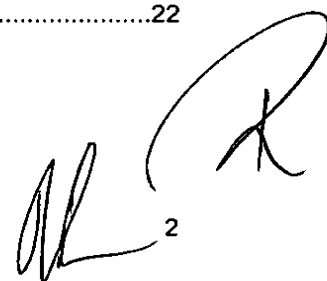


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## Planning Agreement

330 Church Street Parramatta – David Frater Carpark

**Dated** 10 / July / 2014

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## Parties

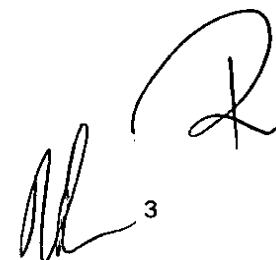
|            |   |
|------------|---|
| Name       | <b>Parramatta City Council ABN 49 907 174 773</b> |
| Address    | 30 Darcy Street, Parramatta, NSW                  |
| Facsimile  |   |
| Short name | <b>Parramatta</b>                                 |

|            |  |
|------------|--|
| Name       | <b>Karimbla Properties (No. 22) Pty Ltd<br/>ABN 97 115 509 478</b> |
| Address    | Level 11, 528 Kent Street, Sydney, NSW                             |
| Facsimile  |  |
| Short name | <b>Developer</b>   |

---

## Background

- A. The NSW Minister for Planning and Infrastructure ("Minister") is the Consent Authority pursuant to the EPAA Act for the Development and the Modification.
- B. The Developer is the owner, or is entitled to be the owner, of the Land.
- C. The Land and the Development are within Parramatta's local government area,
- D. The Consent authorises the Development being carried out.
- E. The Developer intends to change the nature and scope of the Development authorised by the Consent and to facilitate such change is seeking the Modification.
- F. The parties wish to enter into a planning agreement in relation to the Developer's offer to provide the Public Benefits on the terms and conditions contained in this planning agreement.



It is agreed

---

1. **Definitions**

In this planning agreement unless expressed or implied to the contrary:

**Airbridge** means the airbridge currently situated within part of the Carpark Land.

**Approval** means any certificate, licence, consent, permit, approval or other requirement of any Authority.

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

**Business Day** means any day on which trading banks are open for business in New South Wales other than a Saturday, Sunday or a public holiday in New South Wales.

**Carpark Lease** means lease registered number 9233091R between Parramatta (as lessor) and the Developer (as tenant) in respect of the Carpark Land.

**Carpark Land** means the land leased under the Carpark Lease, being the land comprised in Folio Identifier 102/1031459, Auto Consuls 151127-108, 6792-237 and Volume 555505 Folio 211.

**Claim** means any claim, loss, liability, damage, proceeding, order, judgment or expense.

**Claimant** has the meaning given to that term in clause 15.1.

**Claim Notice** has the meaning given to that term in clause 15.1.

**Consent** has the meaning given to that term in Item 3 of Schedule 1.

**Consent Authority** means the governmental agency having the function to determine a development application or major project approval for the Development or any modification of the Development on the Land.

**Construction Certificate** has the meaning given to that term in the EPAA Act.

**Consumer Price Index** means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics.

**Dealing** has the meaning given to that term in clause 16.1.

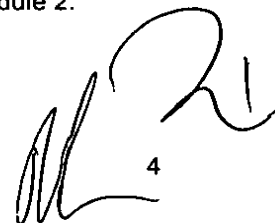
**Development** means the development of all buildings approved under Major Project Application MP10\_0171 dated 19 October 2012, comprising the demolition of existing structures on site and construction of a mixed used building (residential / retail / serviced apartments), basement with 597 car parking spaces, public domain works and installation of utility services, as amended from time to time.

**Discretion** has the meaning given to that term in clause 5.1.

**Dispute Notice** has the meaning given to that term in clause 15.4.

**Easement Land** means that part of Lot 101 shown hatched in the plan at Schedule 2.

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



4



**EPAA Regulation** means the *Environmental Planning & Assessment Regulation 2000* (NSW).

**Incoming party** has the meaning given to that term in clause 16.1.

**Index Number** means:

- (a) the consumer price index (all groups) for Sydney published from time to time by the Australian Bureau of Statistics; or
- (b) if the Index Number no longer exists, it means an index that the Landlord decides reflects changes in the cost of living.

**Item** means an item in Schedule 1.

**Land** means the land described in Item 1 of Schedule 1.

**Law** means:

- (a) the common law including the principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws, or Approvals.

**Lot 101** means Lot 101 DP 1031459, currently owned by the Developer.

**Modification** means the Instrument of modification issued the Planning Assessment Commission on 19 December 2013.

**Monetary Contribution** means the amount stated in Item 6 of Schedule 1, as adjusted in accordance with clause 9.2.

**New Law** means a Law that is amended, varied or changed or a new Law either of which comes into force on or after the date of this planning agreement.

**Occupation Certificate** means a certificate referred to in section 109C(1)(b) of the EPAA Act.

**Part Lot 102** means the land described in Item 7 of Schedule 1.

**Parramatta Land** means Lot 102 DP 1031459.

**planning agreement** means this document and includes all schedules and annexures to it.

**Podium Level** means that stage of the Development when both the proposed buildings reach a height of RL23.3 AHD.

**Podium Level Date** means the date the Development reaches Podium Level, determined in accordance with clause 10.2.3.

**Prescribed Rate** means the rate prescribed from time to time under the Uniform Civil Procedure Rules 2005 as the rate of interest on judgment debts, calculated daily and compounded on the last day of each month.

**Public Benefits** means the public benefits described in Item 4 of Schedule 1 to be delivered under this planning agreement.

**Public Pedestrian Thoroughfares** means the right of access and the physical pedestrian access to be provided by the Developer in accordance with clause 13.

**Quarter** means each consecutive period of three months (or part of it) ending on the respective last days of March, June, September and December.

**Register** means the Torrens Title register held by the New South Wales office of Land and Property Information.

**Respondent** has the meaning given to that term in clause 15.1.

**Review Date** means each anniversary of the date of this planning agreement.

**Schedule** means a schedule to this planning agreement.

**Security** means an unconditional and irrevocable bank guarantee or bank guarantees for the Security Amount issued by a trading bank or other financial institution acceptable to Parramatta which does not have an expiry date and is otherwise on terms and conditions acceptable to Parramatta.

**Security Amount** means the amount stated in Item 8 of Schedule 1 adjusted from time to time under clause 14.2.

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## **2. Interpretation**

### **2.1 Governing Law and Jurisdiction**

This planning agreement is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

### **2.2 Persons**

In this planning agreement, a reference to:

- 2.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 2.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 2.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

### **2.3 Joint and Several**

If a party consists of more than one person, this planning agreement binds them jointly and each of them severally.

### **2.4 Legislation**

In this planning agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.



## 2.5 Clauses and Headings

In this planning agreement:

- 2.5.1 a reference to this planning agreement or other document includes this planning agreement or the other document as varied or replaced regardless of any change in the identity of the parties;
- 2.5.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this planning agreement all of which are deemed part of this planning agreement;
- 2.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 2.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this planning agreement;
- 2.5.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- 2.5.6 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation';
- 2.5.7 a reference to **governmental agency** means the Crown, any government, any governmental ministry or department, or any Crown, governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, municipal, local, judicial or regulatory entity, agency, instrumentality, authority, court, commission, tribunal or statutory corporation having jurisdiction over or in respect of the Land or its use or both; and
- 2.5.8 a reference to any notice, claim, demand, consent, agreement, approval, authorisation, specification, direction, disclosure, notification, request, communication, appointment, or waiver being given or made by a party to this Agreement is a reference to its being given or made in writing, and the expression **notice** includes any of the foregoing.

## 2.6 Severance

- 2.6.1 If a provision in this planning agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 2.6.2 If it is not possible to read down a provision as required in this clause 2.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or any other provision of this planning agreement.

## 2.7 Business Day

If a payment or other act is required by this planning agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

## 2.8 Number and Gender

In this planning agreement, a reference to:

- 2.8.1 the singular includes the plural and vice versa; and



2.8.2 a gender includes the other genders.

## **2.9 Explanatory Note**

Any Explanatory Note prepared in relation to this Planning Agreement under clause 25E of the EPAA Regulation must not be used to assist in construing this planning agreement.

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## **3. Planning agreement under the EPAA Act**

### **3.1 Section 93F**

The parties agree that this document is a planning agreement governed by subdivision 2 of Division 6 of Part 4 of the EPAA Act.

### **3.2 Application**

The planning agreement constituted by this document applies to the:

3.2.1 the Land; and

3.2.2 the Development.

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## **4. Operation and Consent Lapsing**

### **4.1 Planning Agreement Operation**

The parties agree that this planning agreement takes effect on the execution of this planning agreement by the parties to it.

### **4.2 Consent Lapsing**

4.2.1 This planning agreement will be at an end and taken to have been revoked and neither party will have any obligation to the other if the Consent:

(a) lapses by the effluxion of time; or

(b) is surrendered.

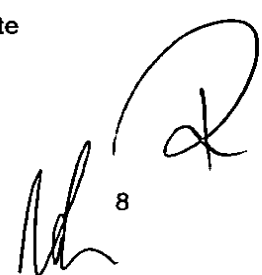
4.2.2 Each party will sign all documents and do all things reasonably required to procure the removal of this planning agreement as an encumbrance on the Register by appropriate notification or request if the Consent:

(a) lapses by the effluxion of time; or

(b) is surrendered.

### **4.3 Effect on other Agreements**

4.3.1 For the avoidance of doubt, this planning agreement has no effect on the voluntary planning agreement entered into in accordance with condition A8 of Major Project Application MP10\_0171, requiring transfer of land to Parramatta and embellishment of the river foreshore and retaining wall adjacent to the site boundary, and that voluntary planning agreement continues to operate.



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## **5. No Fetter**

### **5.1 Discretion**

This planning agreement is not intended to operate to fetter, in any unlawful manner:

- 5.1.1 the sovereignty of the Parliament of the State of New South Wales to make any Law;
- 5.1.2 the power of the executive government of the State of New South Wales to make any statutory rules; or
- 5.1.3 the exercise of any statutory power or discretion of any Minister of the State of New South Wales or any governmental agency (including Parramatta),

(all referred to in this planning agreement as a '**Discretion**').

### **5.2 No Fetter**

No provision in this planning agreement is intended to, or does, constitute any unlawful fetter of any Discretion. If, contrary to the operation of this clause 5, any provision of this planning agreement is held by a Court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:

- 5.2.1 they will take all practice steps, including the execution of any further documents to ensure the objective of this clause 5 is substantially satisfied;
- 5.2.2 in the event that clause 5.1 cannot be achieved without giving rise to unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this planning agreement has full force and effect; and
- 5.2.3 to endeavour to satisfy the common objectives of the parties in relation to the provision of this planning agreement which is held to be unlawful fetter to the extent that is possible having regard to the relevant Court judgement.

### **5.3 Conflict**

In the event of any conflict between the exercise of any Discretion and the performance or obligations under this planning agreement, the former prevails.

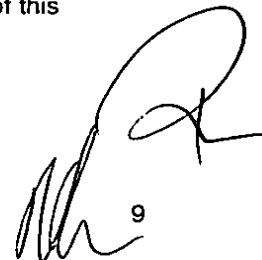
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## **6. Registration**

### **6.1 Procure Registration**

The Developer must:

- 6.1.1 procure registration of this planning agreement on the Register pertaining to the Land no later than 20 Business Days after the date of this planning agreement including obtaining the consent of any mortgagee or other person who has an interest in the Land; and
- 6.1.2 deliver to Parramatta a title search of the Land confirming registration of this planning agreement.



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## **6.2 Effect of Registration**

The parties agree and acknowledge that if any of the Land is subdivided and sold, then all of the obligations of this planning agreement are jointly and severally binding on, and enforceable against, the owner of each subdivided parcel of land from time to time, on whose title this planning agreement is registered, as if each owner for the time being had entered into this planning agreement.

## **6.3 Release**

Parramatta agrees to provide a release and discharge of this planning agreement with respect to any part of the Land if the Developer requests a release and discharge of this planning agreement (whether in full or part) and:

- 6.3.1 in the case of a request for a full release and discharge, the Developer has complied with all its obligations under this planning agreement to Parramatta's satisfaction ; or
- 6.3.2 in the case of a request for partial release and discharge, the Developer has, at the time of the request complied with its obligations under this planning agreement to Parramatta's satisfaction to the extent that they effect that part of the Land to which the partial release relates.

## **6.4 Removal of registration**

Within ten (10) Business Days of:

- 6.4.1 Parramatta confirming any release and discharge under clause 6.3; or
- 6.4.2 The surrender of the Car Park Lease in accordance with clause 10 and registration of the transfer of Part Lot 102 from the Developer to Parramatta in accordance with clause 12, whichever is the later,

Parramatta will, at the cost of the Developer, do all things necessary to enable the extinguishment of this planning agreement from the Register pertaining to the Land or that part of the Land to which the release and discharge relates.

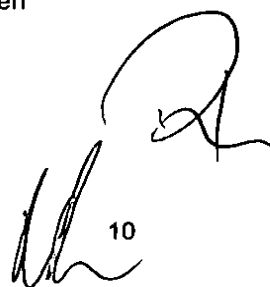
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## **7. EPAA Act Application**

### **7.1 Sections 94 and 94A of the EPAA Act**

- 7.1.1 The application of Sections 94, 94A and 94EF of the EPAA Act to the Development are not excluded by this planning agreement.
- 7.1.2 The benefits under this planning agreement are to be taken into consideration in determining development contributions applicable to the Development under section 94(6) of the EPAA Act.
- 7.1.3 For the avoidance of doubt and for the purposes of any consideration under section 94(6) of the EPAA Act, the parties have agreed and acknowledge that the Monetary Contribution to be paid under this planning agreement has been calculated in the following manner:

(a) Adding:



- (i) The value of contributions payable under s94A of the EPAA Act for the Development prior to Modification, being \$4,495,000.00; and
  - (ii) The value of additional contributions that would be payable under s94A of the EPAA Act for the Development after Modification, calculated, being \$1,802,534.75 ; and
  - (iii) The estimated value of Part Lot 102 that will be transferred to the Developer in accordance with this planning agreement, being \$3,100,000.00; and
  - (iv) A contribution for bonus floor space in the Development after Modification, being \$3,367,050.00; and
- (b) Subtracting from the amount determined in clause 7.1.3(a) the value of the Carpark Lease to be surrendered under this planning agreement, being \$10,000,000.00.

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## **8. Public Benefits**

### **8.1 Delivery**

The Developer must do all things reasonably required to deliver the Public Benefits in accordance with this planning agreement.

### **8.2 Public Purpose**

The Public Benefits are made for the purposes of providing public amenities and public services including the provision of open space and public domain areas by enabling Parramatta to carry out activities consistent with its Riverbank Urban Design Strategy, adopted April 2009 and providing public thoroughfares to the riverfront.

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## **9. Monetary Contribution**

### **9.1 Monetary Contribution Payment**

- 9.1.1 The Developer covenants to pay the Monetary Contribution to Parramatta.
- 9.1.2 The Developer must pay the Monetary Contribution by way of a single instalment on or before the date on which the first Occupation Certificate granted for the residential component of the development (interim or otherwise) is issued in respect of any Development on the Land.
- 9.1.3 All payments of the Monetary Contribution or other moneys payable by the Developer under this planning agreement must be without deductions and free of any right of set off to Parramatta (using a direct debit payment method or such other payment method as Parramatta reasonably requires) as Parramatta may in otherwise direct.
- 9.1.4 Parramatta need not make demand for any amount payable by the Developer unless this planning agreement says that demand must be made.
- 9.1.5 The monetary contribution will be made for the purposes of this planning agreement when cleared funds are deposited by means of electronic transfer into a bank account nominated by Parramatta.

## 9.2 Monetary Contribution Adjustment

The Monetary Contribution is to be adjusted on each Review Date in accordance with the following calculation:

$$A = \frac{B \times D}{C}$$

where:

- A is the adjusted Monetary Contribution applicable from the relevant Review Date;
- B is the Monetary Contribution applicable immediately prior to the relevant Review Date;
- C is the Index Number for the Quarter ending immediately before the date of this planning agreement or the last prior Review Date (whichever is the later); and
- D is the Index Number for the Quarter ending immediately before the relevant Review Date.

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## 10. Car park Lease

### 10.1 Acknowledgment

The parties acknowledge that:

- 10.1.1 as at the date of this planning agreement the Developer is lessee under the Carpark Lease; and
- 10.1.2 unless otherwise expressly stated in this planning agreement, nothing in this planning agreement derogates from the rights and obligations of the Developer (as lessee under the Carpark Lease).

### 10.2 Podium Level

- 10.2.1 After the issue of a Construction Certificate for the Development:
  - (a) The Developer must keep Parramatta informed as to the progress of the Development, including the height of the Development; and
  - (b) Parramatta may request at any time information as to the progress of the Development, including the height of the Development, and the Developer will respond to that request within at least three (3) Business Days;
- 10.2.2 If either the Developer or Parramatta considers that the Development has reached Podium Level, the Developer must provide to Parramatta a certificate prepared by a registered surveyor confirming the height the Development has reached.
- 10.2.3 If any certificate produced by a registered surveyor as a result of actions undertaken in clause 10.2.2 confirms that the Development has reached Podium





Level, then the Development will be taken to have reached Podium Level on the date that certificate was issued.

### **10.3 Surrender**

- 10.3.1 On the Podium Level Date the Developer must surrender its interest in the Carpark Lease and Parramatta must accept that surrender.
- 10.3.2 On the Podium Level Date, the Carpark Lease is to be treated as having been surrendered as if the Developer had duly completed, delivered and registered an instrument formally recording such surrender.

### **10.4 Sublease of Carpark Lease**

- 10.4.1 Prior to the surrender of the Carpark Lease occurring in accordance with clauses 10.3.1 and 10.3.2, the Developer must ensure that any sublease of the Carpark Lease is terminated.
- 10.4.2 The parties acknowledge that Parramatta may enter into separate arrangements with any sublessee of the Carpark Lease.
- 10.4.3 The Developer indemnifies and releases Parramatta from any Claim arising out of the surrender of the Carpark Lease or termination of any sublease.

### **10.5 Airbridge**

- 10.5.1 The parties acknowledge that the Airbridge is situated within part of the Carpark Land and the Development includes the demolition of the Airbridge.
- 10.5.2 The Developer shall not be required by Parramatta to reinstate or reconstruct the Airbridge at any location if the Developer demolishes the Airbridge.
- 10.5.3 Once the Airbridge is demolished, the Developer must ensure that the location of the Airbridge and its immediate surrounding area is made safe and, to the extent reasonably required by Parramatta, carry out works to remediate the immediate surrounding area in a proper and workmanlike manner and otherwise in accordance with the direction of Parramatta, at the Developer's sole cost.

### **10.6 Procure Registration**

No later than 20 Business Days after that date on which the Carpark Lease is surrendered, the Developer must:

- 10.6.1 procure registration on the Register pertaining to the Carpark Land the surrender of the Carpark Lease; and
- 10.6.2 deliver to Parramatta a title search of the Carpark Land confirming registration of the surrender of the Carpark Lease.

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## **11. Parramatta Land Transfer**

### **11.1 Subdivision of Parramatta Land**

- 11.1.1 From the date the Modification is approved by the Minister Parramatta will use its best endeavours to cause the registration of a plan of subdivision of the Parramatta Land, creating Part Lot 102 as a separate lot.

11.1.2 For the purposes of clause 11.1.1, the Developer must prepare any relevant survey plans of the proposed subdivision, obtain any Approval required prior to the subdivision being registered and arrange for the registration of the plan or plans effecting the subdivision.

11.1.3 The Developer will pay all reasonable costs associated with the subdivision of the Parramatta Land to create Part Lot 102, including survey costs, application fees, legal fees, uplift fees and registration fees (excluding Parramatta's internal administrative costs).

## **11.2 Transfer Part Lot 102**

11.2.1 Within 10 Business Days of the registration of a plan of subdivision of the Parramatta Land creating Part Lot 102 as a separate lot, Parramatta agrees that it will transfer Part Lot 102 to the Developer by registering under the *Real Property Act 1900* an instrument that is effective to transfer title to the land (free from encumbrances unless otherwise agreed in writing) to the Developer.

11.2.2 The Developer will attend to the preparation and registration of any instrument required to effect the transfer referred to in clause 11.2.1 and must pay all costs expenses associated with the transfer under this clause 11 (excluding any of Parramatta's legal or administrative costs and expenses in respect of the transfer of Part Lot 102 under this clause 11.2).

## **11.3 Owner's Consent**

Until the Parramatta Land is transferred in accordance with clause 11.2, Parramatta agrees:

11.3.1 the Developer may include the area of the Parramatta Land that will form Part Lot 102 in any calculation of floor space ratio for the Development and the Modification; and

11.3.2 it will not unreasonably withhold landowner's consent to any application for approval of the Modification required under the EPAA Act, on the sole grounds that the application includes that part of the Parramatta Land that will form Part Lot 102.

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## **12. Transfer of Land**

### **12.1 Transfer of Part Lot 102**

12.1.1 Subject to the Developer complying with all its obligations under the planning agreement, including its obligations under clause 9.1, the Developer must do (or procure to be done) all things required to transfer the land comprising Part Lot 102 to Parramatta (including transfer of ownership in fee simple) for \$1.00 on the Podium Level Date. Transfer of the land comprising Part Lot 102 will be made for the purposes of this planning agreement when the Developer registers under the *Real Property Act 1900* an instrument that is effective to transfer title to the land (free from encumbrances unless otherwise agreed by Parramatta in writing) to Parramatta.

12.1.2 The Developer must pay all costs expenses associated with the transfer under this clause 12.1 (excluding any of Parramatta's legal or administrative costs and expenses in respect of the transfer of Part Lot 102 under this clause 12.1).



## 12.2 Directions

The Developer must comply with any reasonable directions given by Parramatta in respect of the transfer of Part Lot 102 to Parramatta, including any reasonable requirement relating to the physical state of Part Lot 102 prior to transfer.

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## 13. Public thoroughfares

### 13.1 Easement in gross

- 13.1.1 Prior to the issue of any Occupation Certificate (interim or otherwise) for the Development, easements in gross in favour of Parramatta are to be registered against the title to Lot 101 at no cost to Parramatta.
- 13.1.2 The easements in gross referred to in clause 13.1.1 will include:
- (a) a right of footway granting full and free right to Parramatta and every person authorised by it including any member of the public, to go, pass and repass on foot at all times and for all purposes without animals or vehicles over the Easement Land;
  - (b) a right of access permitting Parramatta, and any person authorised by it, to:
    - (i) by any reasonable means pass across the Easement Land for the purpose of exercising or performing any of its powers, authorities, duties or functions;
    - (ii) do anything reasonably necessary for passing across the Easement Land including entering Lot 101, taking anything onto Lot 101 and carrying out work on the Easement Land such as constructing, place, repairing or maintaining trafficable surfaces, driveways or structures; and
    - (iii) carry out any works considered by Parramatta to improve the public amenity of the Easement Land.

### 13.2 Access through the Carpark Land

- 13.2.1 Prior to the issue of a Construction Certificate for the Development, the Developer must establish and construct a physical pedestrian access through and or adjacent to the Carpark Land, generally in the location identified in the diagram at Schedule 2.
- 13.2.2 The pedestrian access established under clause 13.2.1 must be adequate to provide safe pedestrian access through and or adjacent to the Carpark Land and will be subject to an inspection by Parramatta to confirm that it is satisfactory.
- 13.2.3 The pedestrian access established under clause 13.2.1 must be maintained by the Developer until the surrender of the Carpark Lease in accordance with this planning agreement.



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## **14. Security**

### **14.1 Delivery**

On the date of the first Construction Certificate in respect of any Development of the Land, the Developer must deliver the Security to Parramatta as security for the performance by the Developer of its obligations under this planning agreement.

### **14.2 Security Amount Adjustment**

The Security Amount is to be adjusted on each Review Date in accordance with the following calculation:

$$A = \frac{B \times D}{C}$$

where:

A is the adjusted Security Amount applicable from the relevant Review Date;

B is the Security Amount applicable immediately prior to the relevant Review Date;

C is the Index Number for the Quarter ending immediately before the date of this planning agreement or the last prior Review Date (whichever is the later); and

D is the Index Number for the Quarter ending immediately before the relevant Review Date.

### **14.3 Security Substitution or Top up**

The Developer agrees to give Parramatta a substitute or supplement Security for the revised Security Amount no later than 20 Business Days after each Review Date.

### **14.4 Appropriation**

The Developer acknowledges and agrees that:

14.4.1 Parramatta may make an appropriation from the Security to compensate or reimburse Parramatta for loss it has suffered or the costs and expenses it has incurred as a result of any breach considered serious of this planning agreement by the Developer; and

14.4.2 Parramatta may make an appropriation from the Security despite any objection, claim or direction by the Developer to the contrary.

### **14.5 Replacement bank guarantee**

At Parramatta's request, the Developer must provide an additional or supplement Security for the Security Amount if there has been appropriation that results in the value of the Security held by Parramatta after appropriation being less than Security Amount.

#### **14.6 Security return**

Parramatta must return the Security to the Developer without delay after payment of the contributions pursuant to clause 9.1 if there is no subsisting default by the Developer under this planning agreement that has not been waived by Parramatta.

#### **14.7 Occupation Certificate Requirements**

14.7.1 In accordance with s109H(2) of the EPAA Act, the obligation to pay the Monetary Contribution under clause 9 of this planning agreement must be satisfied prior to the issue of the first Occupation Certificate (interim or otherwise) for the residential component of the Development.

14.7.2 In accordance with s109H(2) of the EPAA Act, the obligation to provide the Public Pedestrian Thoroughfare under clause 13 of this planning agreement must be satisfied prior to the issue of the first Occupation Certificate (interim or otherwise) for the Development.

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### **15. Dispute Resolution**

#### **15.1 Notice of Dispute**

If a party claims that a dispute has arisen under this planning agreement (**Claimant**), it must give notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).

#### **15.2 Claim Notice Response**

Within 20 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

#### **15.3 Negotiation**

The nominated representatives must:

15.3.1 meet to discuss the matter in good faith within 10 Business Days after the Respondent has given a notice advising of its representatives; and

15.3.2 use reasonable endeavours to settle or resolve a dispute within 15 Business Days after they have met.



#### **15.4 Further Notice**

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a notice calling for the termination of the dispute (**Dispute Notice**).

#### **15.5 Mediation**

The parties agree that a dispute will be mediated if it is the subject of a Dispute Notice, in which case:

15.5.1 the parties must agree to the terms of reference for the mediation within 5 Business Days of receipt of the Dispute Notice, the terms shall include a requirement that the mediation rules at the Institute of Arbitrators and Mediators Australia (NSW Chapter) applies;

- 15.5.2 the mediator will be agreed between the parties, or failing agreement within 5 Business Days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- 15.5.3 the mediator appointed pursuant to clause 15.5.2 must:
- (a) have reasonable qualifications and practical experience in the area of the dispute; and
  - (b) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose and such interest or duty before his appointment;
- 15.5.4 the mediator will be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- 15.5.5 the parties must within 5 Business Days of receipt of the Dispute Notice notify each other if their representatives will be involved in the mediation;
- 15.5.6 the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which the subject of the mediation settlement for the purpose of enforcing that mediation settlement;
- 15.5.7 in relation to costs and expenses:
- (a) each party will bear their own professional and expert costs incurred in connection with the mediation; and
  - (b) the costs of the mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation be borne by that party.

## **15.6 Litigation**

If a dispute is not finally resolved in accordance with this clause 16, either party is at liberty to litigate the dispute.

## **15.7 Continue to Perform Obligations**

Each party must continue to perform its obligations under this planning agreement, notwithstanding the existence of a dispute to the extent to which the dispute does not affect each party's performance of its obligations under this planning agreement.

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## **16. Assignment and Other Dealings**

### **16.1 Land Owner Dealings**

The Developer must not sell, transfer, assign, mortgage, lease or otherwise deal with (Dealing) its right, title and interest in the Land (if any) or its rights and obligations under this planning agreement, or allow any interest in them to arise or be varied, in each case, without Parramatta's consent and unless, before any such sale, transfer, assignment, charge, encumbrance or novation, the Developer:

- 16.1.1 gives Parramatta not less than 10 Business Days notice of the proposed Dealing; and

16.1.2 procures that the transferee, assignee or novatee (**incoming party**) signs and delivers to Parramatta prior to any such Dealing taking effect, a deed in favour of the Developer in form and substance acceptable to Parramatta whereby:

- (a) the incoming party becomes contractually bound to perform all of the Developer's obligations (including obligations which may have arisen before the transfer, assignment or novation takes effect) and have the benefit of all the Developer's rights under this planning agreement; and
- (b) Each party agrees to pay their own legal costs and expenses incurred in connection with the negotiation, preparation and signature of such deed.

## 16.2 Restriction on Transfer of Shares

If the Developer is a corporation (other than a corporation listed on the Australian Stock Exchange (**ASX**)), a change in effective control of the Developer (by way of change in shareholding ownership or otherwise) is deemed to be a dealing for the purposes of clause 16.1 and the requirements of clause 16.1 apply.

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## 17. Costs, GST and Interest

### 17.1 Preparation Costs

Each party must pay its own costs in relation to the negotiation, preparation and signature of this planning agreement.

### 17.2 Advertising Costs

No later than 10 Business Days after being given a demand by Parramatta, the Developer must pay or reimburse all Parramatta's costs and expenses in connection with the advertising and exhibition of this planning agreement in accordance with the EPAA Act.

### 17.3 GST

17.3.1 In this clause 17.3 words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.



17.3.2 All consideration payable under this planning agreement in relation to any supply is GST exclusive unless otherwise stated.

17.3.3 If GST is payable in respect of any supply made by a supplier under this planning agreement, subject to clause 17.3.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this planning agreement.

17.3.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under this clause 17.3.3.

### 17.4 Interest

If the Developer does not pay any other moneys payable under this planning agreement on time, the Developer must pay interest at the Prescribed Rate on the outstanding amount for the period from the day the unpaid money was due until it is paid. The interest must be paid to Parramatta no later than 10 Business Days after Parramatta has given the Developer a demand for any interest.

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## **18. Notices**

### **18.1 Service of Notice**

A notice or other communication required or permitted, under this planning agreement, to be served on a person must be in writing and may be served:

- 18.1.1 personally on the person;
- 18.1.2 by leaving it at the person's current address for service;
- 18.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 18.1.4 by facsimile to the person's current number for service.

### **18.2 Particulars for Service**

- 18.2.1 The particulars for service of each party are set out on page one of this planning agreement under the heading 'parties'.
- 18.2.2 A party may change the address, facsimile or email number for service by giving notice to the other party.
- 18.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

### **18.3 Time of Service**

A notice or other communication is deemed served:

- 18.3.1 if served personally or left at the person's address, upon service;
- 18.3.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 5 Business Days after posting;
- 18.3.3 if served by facsimile, subject to clause 18.3.4, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 18.3.4 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

---

## **19. Approvals and Consents**

The parties acknowledge that:

- 19.1.1 except as otherwise stated in this planning agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this planning agreement in that party's absolute discretion and subject to any conditions determined by the party;
- 19.1.2 a party is not obliged to give its reasons for giving or withholding approval or consent or for giving approval or consent subject to conditions; and





19.1.3 this planning agreement does not impose any obligations on a governmental agency to:

- (a) grant a development consent where it is acting as a Consent Authority; or
- (b) exercise any function under any Laws (including the EPAA Act).

---

## 20. Representations and Warranties

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

---

## 21. New Laws

If the Developer is obliged by a New Law to do something to pay an amount which it is already contractually obliged to do or pay under this planning agreement then, to the extent only that the relevant obligation is required under both the New Law and this planning agreement, compliance with the New Law will constitute compliance with the relevant obligation under this planning agreement.

---

## 22. General

### 22.1 Amendment

This planning agreement may only be varied or replaced by a document duly signed by the parties.

### 22.2 Entire Understanding

This planning agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this planning agreement and have no effect.

### 22.3 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to affect, perfect or complete the transactions contemplated by this planning agreement.

### 22.4 Waiver and Exercise of Rights

- 22.4.1 A single or partial exercise or waiver of a right relating to this planning agreement does not prevent any other exercise of that right or the exercise of any other right.
- 22.4.2 No party will be liable for any loss or expenses incurred by the other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### 22.5 Time of the Essence

Time is of the essence as regards all dates, periods of time and times specified in this planning agreement.



21



**22.6 No Relationship**

- 22.6.1 No party to this planning agreement has the power to obligate or bind any other party.
- 22.6.2 Nothing in this planning agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties.
- 22.6.3 Nothing in this planning agreement will be deemed to authorise or empower a party to act as agent for the other party.



## Signing Page


Executed by the parties


THE OFFICIAL SEAL of PARRAMATTA  
CITY COUNCIL was affixed in the presence of  
, and the sealing is  
attested by:

THE COMMON SEAL OF THE COUNCIL  
OF THE CITY OF PARRAMATTA WAS  
HEREUNTO AFFIXED THIS 4 DAY  
OF JULY 2014 PURSUANT TO A  
RESOLUTION OF COUNCIL PASSED  
AT ITS MEETING HELD ON THE  
" DAY OF NOVEMBER 2013.  
MINUTE 14295.

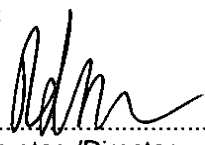
  
Chief Executive Officer

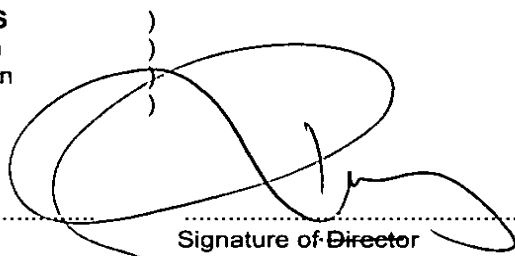
  
Name of Chief Executive Officer

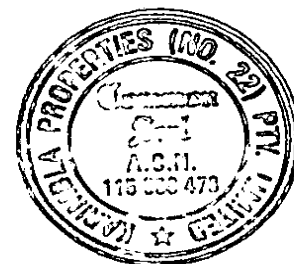
  
Lord Mayor

  
Name of Lord Mayor

EXECUTED by KARIMBLA PROPERTIES  
(NO. 22) PTY LIMITED in accordance with  
Section 127 of the Corporations Act 2001 in  
the presence of:

  
Signature of Secretary/Director  
Peter Spira  
Director  
Name of Secretary/Director

  
Signature of Director  
ROBYN McCULLY  
Name of Director  
SECRETARY



## Schedule 1

### Reference Schedule

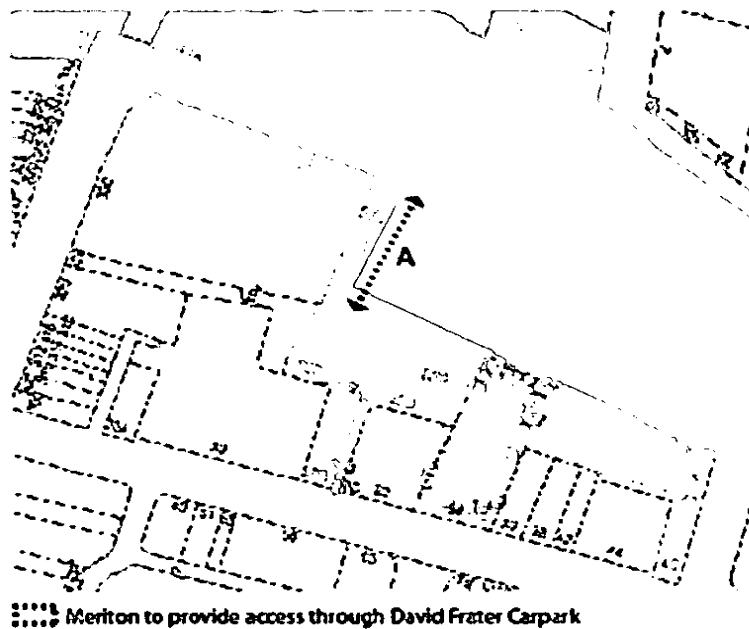
| Item | Name            | Description  |
|------|-----------------|--|
| 1    | Land            | The land comprised in Lots 2 & 3 in Deposited Plan 788637 and known as 330 Church Street, Parramatta, NSW.   |
| 2    | Development     | The development of the Land authorised by the Consent involving (without limitation) demolition and the construction of improvements comprising residential towers, basement car parking, retail authorised by the Consent, as amended from time to time.  |
| 3    | Consent         | The determination of major projects application MP10 0171 by the Minister under Part 3A of the EPAA Act issued by the Department of Planning & Infrastructure on 19 October 2012, as amended from time to time.  |
| 4    | Modification    | <p>The modification of the Consent to authorise:</p> <ul style="list-style-type: none"><li>▪ the increase in Floor Space Ratio to 8.25:1;</li><li>▪ an increase in the height of the East Tower by 5 storeys (+ 24.8 metres) to 27 storeys;</li><li>▪ an increase in the height of the West Tower by 16 storeys (+ 59.5 metres) to 50 storeys above podium;</li><li>▪ and a change of podium, so that the podium height increases by 1 storey (+ 3.1 metres) to 4 storeys.</li></ul> |
| 5    | Public Benefits | <p>The benefits to Parramatta under this planning agreement including</p> <ul style="list-style-type: none"><li>• Payment of the Monetary Contribution;</li><li>• Transferring ownership in fee simple of the Part Lot 102 to Parramatta;</li><li>• Surrender of the Carpark Lease; and</li><li>• Providing the Public Pedestrian Thoroughfares.</li></ul>   |



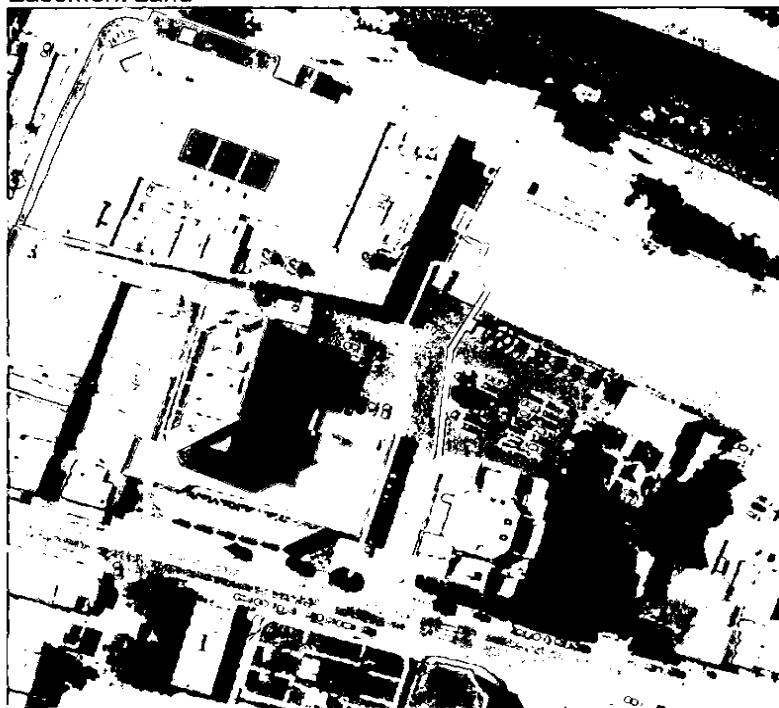
|   |                       |   |
|---|-----------------------|---|
|   |                       |   |
| 6 | Monetary Contribution | \$2,764,584.75  |
| 7 | Part Lot 102          | That part of the Parramatta Land shown in the plan contained in Schedule 3 having an area of approximately 720 square metres. |
| 8 | Security Amount       | \$2,764,584.75  |

  25

## Schedule 2



Easement Land





| SSM CONNECTION |           |                                  |
|----------------|-----------|----------------------------------|
| FROM           | TO        | CONNECTION                       |
| SSM 76610      | SSM 76647 | 146°07'4.6" 356-070 MGA (GROUND) |
| SSM 76610      | SSM 76647 | 146°07'4.6" 356-065 SURVEY       |

| SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 61 (2) |                  |               |                |
|--|------------------|---------------|----------------|
| MARK   | MGA CO-ORDINATES | ZONE          | 56 CLASS ORDER |
| SSM 57073  | 315 346-355      | EASTING       | 2              |
| SSM 76610  | 315 333-028      | NORTHING      | 2              |
| SSM 76647  | 315 531-545      | 6 256 836-383 | 2              |
| COMBINED SCALE FACTOR 1.00015                                    |                  |               |                |
| SOURCE:- MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. 11/9/2016      |                  |               |                |

| RM REF. TO CORNER |            | MARK                                |
|-------------------|------------|-------------------------------------|
| 1                 | 157°09'45" | DL&W IN PIT SURROUNDS               |
| 2                 | 259°05'    | DL&W IN CONC PATH                   |
| 3                 | 327°08'20" | 28-395 BOLT & WING TOP KB           |
| 4                 | 122°57'30" | DL&W TOP KB                         |
| 5                 | 17°07'     | DL&W FACE CB WALL                   |
| 6                 | 217°48'    | DL&W IN CONC.                       |
| 7                 | 283°00'25" | DL&W FD FACE REND. WALL (DP1031459) |
| 8                 | 309°02'    | DL&W FD FACE CB WALL (DP1190534)    |
| 8                 | 80°04'     | DL&W FD TOP KERB (DP1190534)        |
| 8                 | 73°30'     | DL&W FD TOP KERB (DP1190534)        |

SCHEDULE OF REFERENCE MARKS

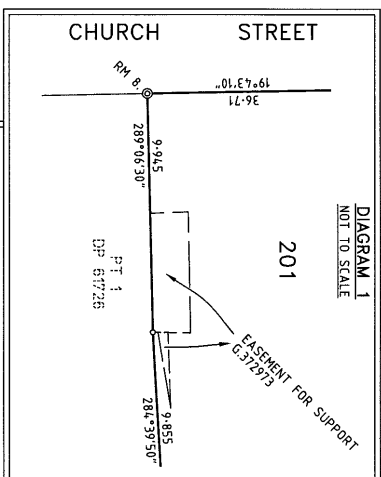


DIAGRAM 1  
NOT TO SCALE

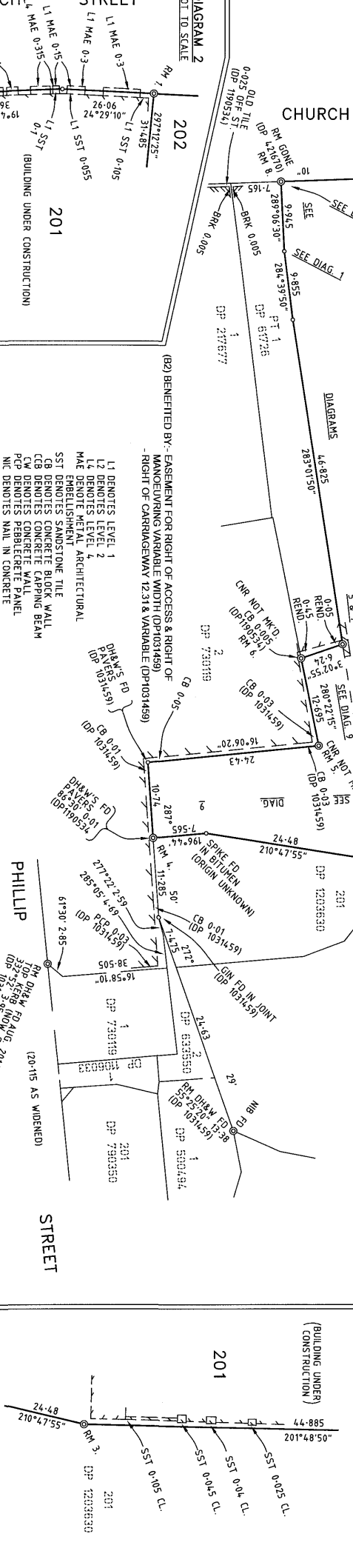


DIAGRAM 8  
NOT TO SCALE

Surveyor: Wayne Allen Dyer-Tuck  
Date of Survey: 14/9/2016  
Surveyor's Ref:124617-RIVER/LANDSUBD

PLAN OF  
SUBDIVISION OF LOTS 2 & 3 DP788637 AND LOT 101 DP1031459

LOA: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC175/2016

Registered  
16.1.2017

DP1184712 P



Lengths are in metres. Reduction Ratio 1:400



|     |                |
|-----|----------------|
| ST\ | RIVER-LANDSUBD |
|-----|----------------|

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered:  16.1.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only



DP1184712 S

PLAN OF  
SUBDIVISION OF LOTS 2 & 3 DP788637 AND  
LOT 101 DP1031459.

LGA: PARRAMATTA

Locality: PARRAMATTA

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: .....

File Number: .....

Office: .....

## Survey Certificate

I, WAYNE ALLEN DIVER-TUCK

of JBW Surveyors Pty Ltd ACN 001 149 373

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: 14/9/2016\*(b) ~~The part of the land shown in the plan (\*being/\*excluding~~  
.....  
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 the plan was compiled in accordance with the~~  
~~*Surveying and Spatial Information Regulation 2012*,~~Signature Wayne Diver-Tuck Dated: 14/9/2016

Surveyor ID: 941

Datum Line: "X"-"Y" MGA

Type: Urban/Rural

The terrain is \*Level-Undulating/\*Steep-Mountainous

\* 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.

## Subdivision Certificate

I, GREGORY CHARLES DYER  
\* 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: CITY OF PARRAMATTA COUNCILDate of Endorsement: 11/11/16Subdivision Certificate number: SC/175/2016

File number: .....

\* Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and  
drainage reserves.

Plans used in the preparation of survey/compilation

|          |           |
|----------|-----------|
| DP61726  | DP447629  |
| DP163210 | DP646203  |
| DP217677 | DP788637  |
| DP228059 | DP1031459 |
| DP393866 | DP1182728 |
| DP421172 | DP1190534 |
| DP421670 | DP1203630 |

If space is insufficient continue on PLAN FORM 6A

SIGNATURES, SEALS and 88B STATEMENTS should appear on  
PLAN FORM 6A

SURVEYOR'S REFERENCE: 124647-RIVER/LANDSUBD

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:



16.1.2017

DP1184712

PLAN OF

SUBDIVISION OF LOTS 2 & 3 DP788637 AND  
LOT 101 DP1031459.

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 1 of the administration sheets.

Subdivision Certificate No:

Sc/175/2016

Date of Endorsement:

11/11/16

PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT (1919), AS AMENDED, IT IS INTENDED  
TO CREATE:-

1. EASEMENT TO DRAIN WATER 2 WIDE
2. EASEMENT FOR OVERHANG 0.25 WIDE
3. EASEMENT FOR OVERHANG 0.35 WIDE
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND

ROBYN McCULLY  
SECRETARYDAVID CREMONA  
DIRECTOR

| LOT | STREET No.                  | STREET NAME | STREET TYPE | LOCALITY   |
|-----|-----------------------------|-------------|-------------|------------|
| 201 | 330                         | CHURCH      | STREET      | PARRAMATTA |
| 202 | N/A - FUTURE PUBLIC RESERVE |             |             | PARRAMATTA |

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-RIVER/LANDSUBD

**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 5 Sheets)

**DP1184712 B**

Plan of Subdivision of Lots 2 & 3 DP 788637 and Lot  
101 DP 1031459 covered by Parramatta City Council  
certificate No. SC/175/2016 dated 11/11/16

**Full name and address of the owner  
of the land:**

Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

**PART 1 (CREATION)**

| <b>Number of item<br/>shown in the<br/>intention panel<br/>on the plan:</b> | <b>Identity of easement, profit<br/>à prendre, restriction or<br/>positive covenant to be<br/>created and referred to in<br/>the plan:</b> | <b>Burdened lot(s) or<br/>parcel(s):</b> | <b>Benefited lot(s), road(s),<br/>bodies, authority<br/>benefited or owner of<br/>the lot benefited:</b> |
|---|--|--|--|
| 1.  | Easement to Drain Water 2<br>Wide  | 202                                      | 201  |
| 2.  | Easement for Overhang 0.25<br>Wide   | 202                                      | 201  |
| 3.  | Easement for Overhang 0.35<br>Wide   | 202                                      | 201  |
| 4.  | Restriction on the Use of Land   | 201                                      | Parramatta City Council  |
| 5.  | Restriction on the Use of Land   | 201                                      | Parramatta City Council  |

**PART 2 (TERMS)**

**1. TERMS OF EASEMENT TO DRAIN WATER 2 WIDE NUMBERED 1 IN THE PLAN**

- 1.1 An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 8 of the *Conveyancing Act 1919* is created.
- 1.2 This easement can only be varied, modified or released with the consent of the City of Parramatta Council.

  
Council's Authorised 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**

(Sheet 2 of 5 Sheets)

**DP1184712**

Plan of Subdivision of Lots 2 & 3 DP 788637 and Lot  
101 DP 1031459 covered by Parramatta City Council  
certificate No. 54175/2016 dated 11/11/16

**Full name and address of the owner  
of the land:**

Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

---

**2. TERMS OF EASEMENT FOR OVERHANG 0.25 WIDE NUMBERED 2 IN THE PLAN**

**2.1** The owner of the lot benefited:

- (a) may insist that the parts of the structure ("**the overhang structure**") on the lot benefited which, when this easement was created, overhung the lot burdened remain, but only to the extent they are within the site of this easement, and
- (b) must keep the overhanging structure in good repair and safe condition, and
- (c) may do anything reasonably necessary for those purposes, including:
  - (i) entering the lot burdened; and
  - (ii) taking anything on to the lot burdened; and
  - (iii) carrying out work.

**2.2** In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) restore the lot burdened as nearly as is practicable to its former condition, and
- (d) make good any collateral damage.

**2.3** The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.

**2.4** The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the overhanging structure.

  
\_\_\_\_\_  
Council's Authorised 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**

(Sheet 3 of 5 Sheets)

**DP1184712**

Plan of Subdivision of Lots 2 & 3 DP 788637 and Lot  
101 DP 1031459 covered by Parramatta City Council  
certificate No. SC/175/2016 dated 11/11/16

**Full name and address of the owner  
of the land:**

Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

---

**3. TERMS OF EASEMENT FOR OVERHANG 0.35 WIDE NUMBERED 3 IN THE PLAN**

**3.1 The owner of the lot benefited:**

- (a) may insist that the parts of the structure (“**the overhang structure**”) on the lot benefited which, when this easement was created, overhung the lot burdened remain, but only to the extent they are within the site of this easement, and
- (b) must keep the overhanging structure in good repair and safe condition, and
- (c) may do anything reasonably necessary for those purposes, including:
  - (i) entering the lot burdened; and
  - (ii) taking anything on to the lot burdened; and
  - (iii) carrying out work.

**3.2 In exercising those powers, the owner of the lot benefited must:**

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) restore the lot burdened as nearly as is practicable to its former condition, and
- (d) make good any collateral damage.

**3.3 The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.**

**3.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the overhanging structure.**

  
Council's Authorised 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**

(Sheet 4 of 5 Sheets)

**DP1184712**

Plan of Subdivision of Lots 2 & 3 DP 788637 and Lot  
101 DP 1031459 covered by Parramatta City Council  
certificate No. ~~SC/176/2016~~ dated 11/11/16

**Full name and address of the owner  
of the land:**

Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

---

**4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN**

- 4.1 The registered proprietor(s) of the lot(s) burdened shall not erect a building or eventuate any future development on the lots burdened unless concurrently with an On-Site Detention system designed and constructed on each lot burdened. The On-Site Detention system shall be designed in accordance with the Upper Parramatta River Catchment Trust's Handbook by a practising qualified Hydraulic Engineer. A positive covenant and a Restriction on the use of Land shall also be created on the property title only upon completion of the OSD system under the provision of the *Conveyancing Act 1919*, to ensure that the required on-site detention system will be adequately maintained. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the *Act*.
- 4.2 This restriction on the use of land can only be varied, modified or released with the consent of the City of Parramatta Council.

**5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN**

- 5.1 The registered proprietor(s) of the lot(s) burdened shall not erect a building or eventuate any future development on the lots burdened unless concurrently with the incorporation of the Water Sensitive Urban Design (WSUD) measures, designed and constructed on each lot burdened. The Water Sensitive Urban Design (WSUD) measures ("the System") be designed in accordance with "Water Sensitive Urban Design (WSUD) Technical Guidelines for Western Sydney" by a qualified practicing Professional. A positive covenant and a Restriction on the use of land shall also be created on the property title upon completion of "the System" under the provisions of the *Conveyancing Act 1919*, to ensure that the required system will be adequately maintained. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the *Act*.
- 5.1 This restriction on the use of land can only be varied, modified or released with the consent of the City of Parramatta Council.

  
Council's Authorised 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**

(Sheet 5 of 5 Sheets)

**DP1184712**

Plan of Subdivision of Lots 2 & 3 DP 788637 and Lot  
101 DP 1031459 covered by Parramatta City Council  
certificate No. SC/175/2016 dated 11/11/16

**Full name and address of the owner  
of the land:**

Karimbla Properties (No. 22) Pty Ltd ACN 115 509 478  
of Level 11, 528 Kent Street, Sydney NSW 2000

EXECUTED by **KARIMBLA** )  
**PROPERTIES (NO. 22) PTY LTD ACN** )  
**115 509 478** in accordance with the )  
Corporations Act 2001 )

Signature of Authorised Person

**DIRECTOR**

Office held

**DAVID CREMONA**

Name of Authorised Person (please print)

Signature of Authorised Person

**SECRETARY**

Office held

**ROBYN McCULLY**

Name of Authorised Person (please print)

EXECUTED on behalf of )  
**CITY OF PARRAMATTA COUNCIL** )  
by its Authorised Delegate )

Signature of Witness

**KATHY BAILLIE**

Name of Witness (please print)

**126 CHURCH ST. PARRAMATTA**

Address of Witness

Signature of Authorised Delegate

**GREGORY CHARLES DYER**

Name of Authorised Delegate (please print)

Signature of Council's Authorised Delegate

REGISTERED



16.1.2017



| REFER TO SHEET & FOR INDEXES TO |  |  |
|---------------------------------|--|--|
| DIAGRAMS AND SECTIONS.          |  |  |
| SEE SHEET 3 FOR STRATA UNITS.   |  |  |
| SEE SHEET 4 FOR                 |  |  |
| EASEMENT NOTATIONS              |  |  |

| SSM CONNECTION |           |  |
|----------------|-----------|--|
| FROM           | TO        | CONNECTION                             |
| SSM 76670      | SSM 76647 | 146°07'46" 356.070 MGA (GROUND SURVEY) |
| X              | Y         | 146°07'46" 356.065 SURVEY              |

| LOTS 12, 3 & 4 ARE      |  |
|-------------------------|--|
| STRATA UNITS LIMITED IN |  |
| HEIGHT & DEPTH AS SHOWN |  |
| ON THIS PLAN.           |  |
| DIAGRAMS & SECTIONS.    |  |

THE PRINCIPLE OF THE STRATUM HEIGHT STATEMENTS, PLANS AND DIAGRAM FORMING THE DEFINITION OF LOTS WITHIN THIS PLAN IS TO DEFINE THE LOWER HEIGHT LIMIT OF THE LOT & HAVE THE UPPER LIMIT DEFINED BY THE LOWER LIMIT OF THE LOT ABOVE UNLESS STATED OTHERWISE.

ALL OF THE PIER'S, COLUMNS, WALLS, BEAMS, CORBELS, THICKENINGS & OTHER STRUCTURAL ELEMENTS THAT MAY BE PART OF OR ADJACENT TO THE WALLS AND SLABS SHOWN.

ALL LEVELS SHOWN RELATE TO THE AUSTRALIAN HEIGHT DATUM ORIGIN OF LEVELS SSM 76670 RL 9+111 CLASS LB ORDER L2 & PM 57073 RL10+574 CLASS LB ORDER L2 VIDE SCIMS 11/9/2016.

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 61 (2)

MARK MGA CO-ORDINATES, ZONE 56 CLASS ORDER

|           |             |               |   |   |
|-----------|-------------|---------------|---|---|
| SSM 57073 | 315 369.355 | 6 257 186.191 | B | Z |
| SSM 76670 | 315 353.098 | 6 257 192.932 | B | Z |
| SSM 76647 | 315 531.545 | 6 256 836.383 | B | Z |

COMBINED SCALE FACTOR 1.000015

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS 11/9/2016

SCHEDULE OF REFERENCE MARKS

| PM | REF. TO CORNER    | MARK                                     |
|----|-------------------|--|
| 1  | 157°09'45" 6.570  | DH&W FD IN PIT SURROUNDINGS (DP1184.712) |
| 2  | 259°05' 14.18     | DH&W FD IN CONC PATH (DP1184.712)        |
| 3  | 327°08'20" 28.395 | BDT & WING FD TOP KB (DP1184.712)        |
| 4  | 122°57'30" 7.285  | DH&W FD TOP KB (DP1184.712)              |
| 5  | 17°07' 2.07       | DH&W FD FACE CB WALL (DP1184.712)        |
| 6  | 277°48' 7.585     | DH&W FD IN CONC. (DP1184.712)            |
| 7  | 283°00'25" 0.405  | DH&W FD FACE REND. WALL (DP1184.712)     |
| 8  | 80°04' 7.79       | DH&W FD TOP KERB (DP1184.712)            |
| 9  | 173°30' 21.61     | DH&W FD TOP KERB (DP1184.712)            |

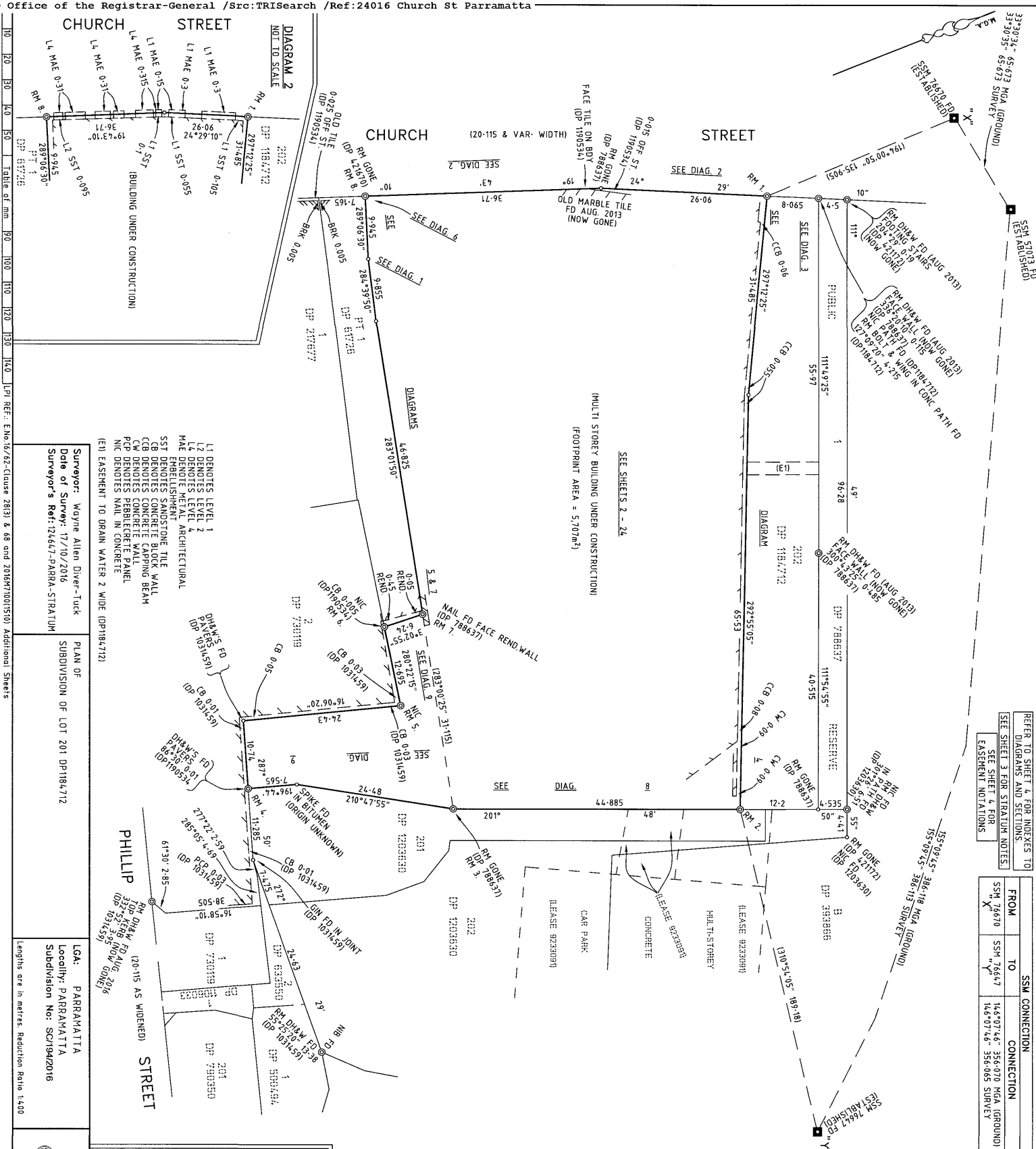


DIAGRAM 4  
(SHOWING FEATURES L1-L3)  
NOT TO SCALE

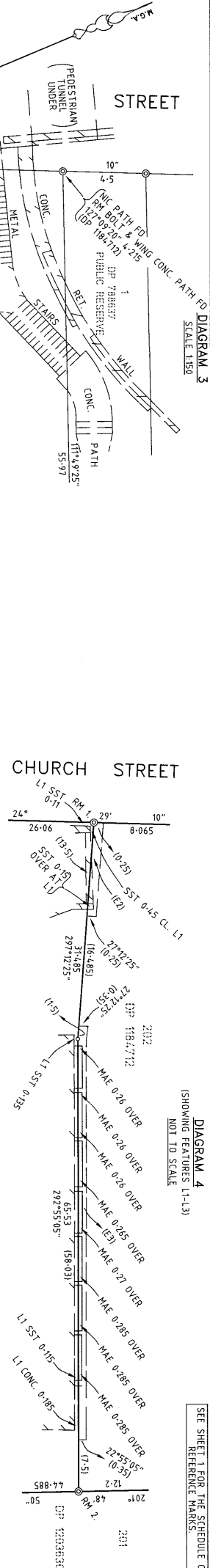


DIAGRAM 5  
SHOWING WALLS AT GROUND LEVEL  
SCALE 1:200

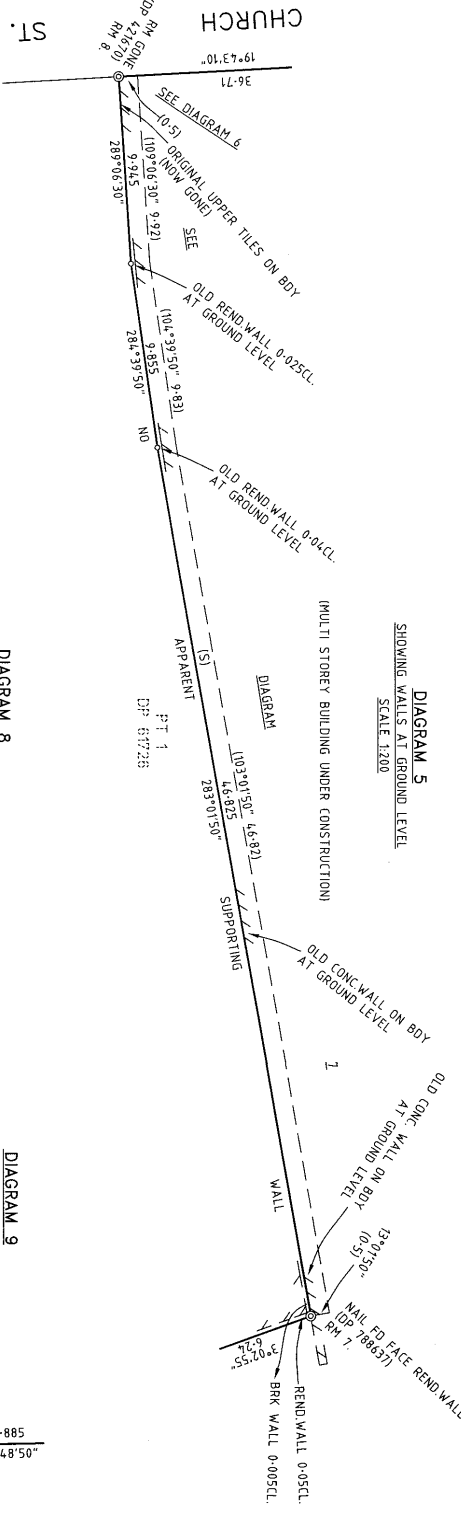


DIAGRAM 6  
NOT TO SCALE

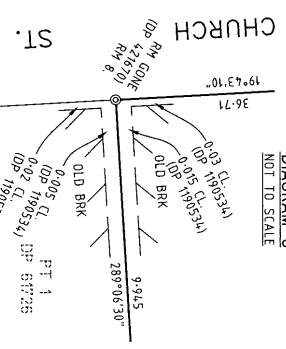


DIAGRAM 7  
ABOVE GROUND LEVEL  
NOT TO SCALE

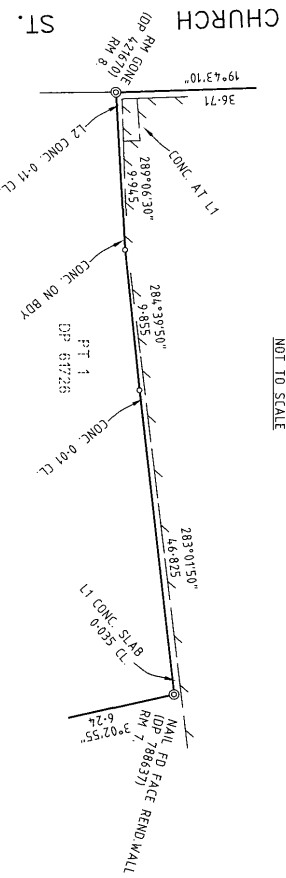


DIAGRAM 8  
SHOWING WALLS AT GROUND LEVEL  
NOT TO SCALE

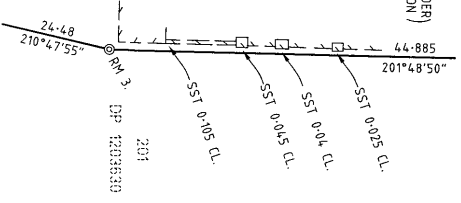
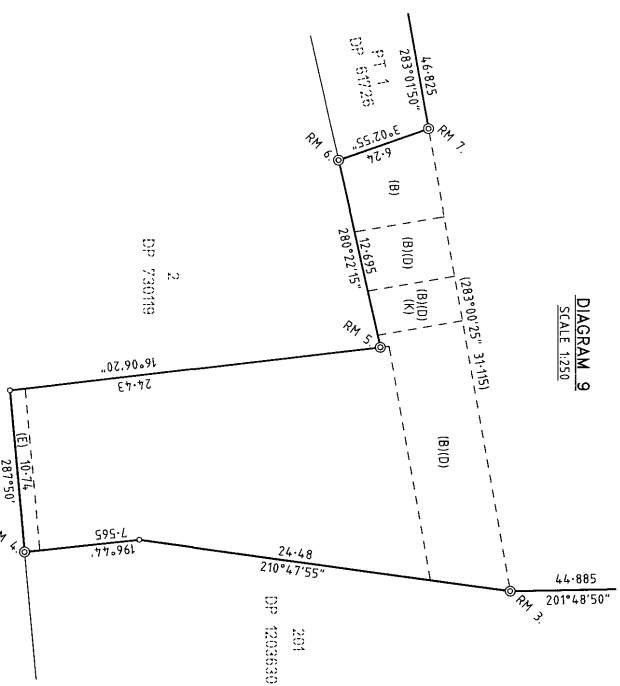


DIAGRAM 9  
SCALE 1:250



- L1 DENOTES LEVEL 1
- L2 DENOTES LEVEL 2
- L3 DENOTES LEVEL 3
- MAE DENOTES MAINTENANCE EASEMENT
- SST DENOTES SANDSTONE TILE
- CCB DENOTES CONCRETE CAPPING BEAM
- SRW DENOTES OLD STONE RETAINING WALL
- NIC DENOTES NAIL IN CONCRETE
- (E2) EASEMENT FOR OVERHANG 0.25 WIDE (DP1184/712)
- (E3) EASEMENT FOR OVERHANG 0.35 WIDE (DP1184/712)
- (B) RIGHT OF CARRIAGEWAY 12.31 WIDE, 5 WIDE & VARIABLE WIDTH (DP 10314/59)
- (E) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE WIDTH (DP 10314/59)
- (E) EASEMENT FOR PART OF THE RIGHT OF CARRIAGEWAY 12.31 WIDE AND VARIABLE WIDTH DENOTED (B) AND THAT PART OF THE RIGHT OF CARRIAGEWAY 12.31 WIDE, 5 WIDE AND VARIABLE WIDTH DENOTED (D) WHICH ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 12.00 AND ARE UNLIMITED IN DEPTH (DP10314/59)
- (S) EASEMENT FOR SUPPORT 0.5 WIDE (DP119053/4)

Surveyor: Wayne Allen Diver-Tuck  
Date of Survey: 17/10/2016  
Surveyors Ref: 124647-PARRA-STRATUM

PLAN OF  
SUBDIVISION OF LOT 201 DP1184/712

LOA: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC/194/2016

Registered  
02.02.2017

DP1225807

STAIRWELL NOTES

LEVEL 4

LEVEL 5 & ABOVE

LEVEL 6

LEVEL 7

LEVEL 8

LEVEL 9

LEVEL 10

LEVEL 11

LEVEL 12

LEVEL 13

LEVEL 14

LEVEL 15

LEVEL 16

LEVEL 17

LEVEL 18

LEVEL 19

LEVEL 20

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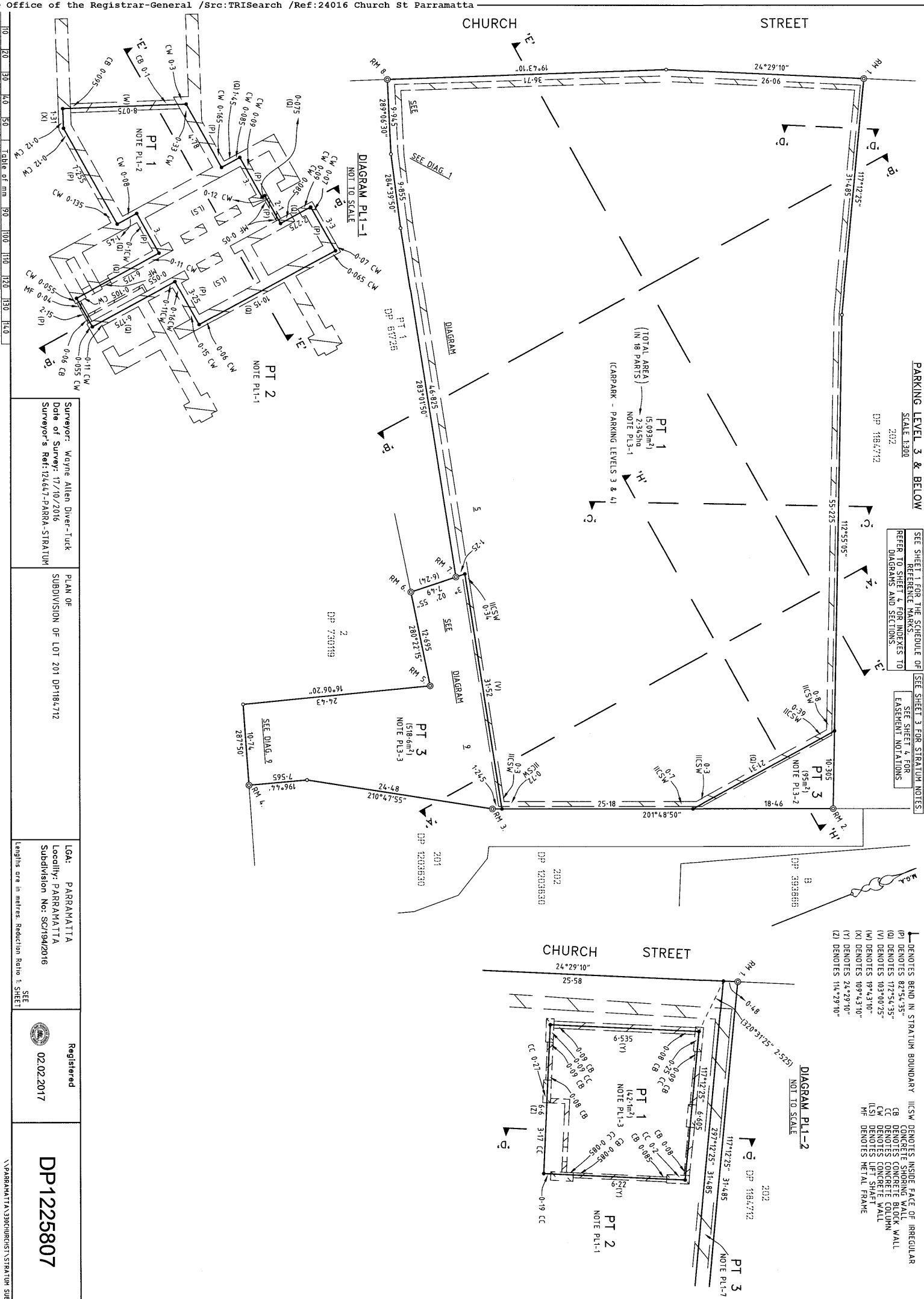
## EASEMENT NOTATIONS

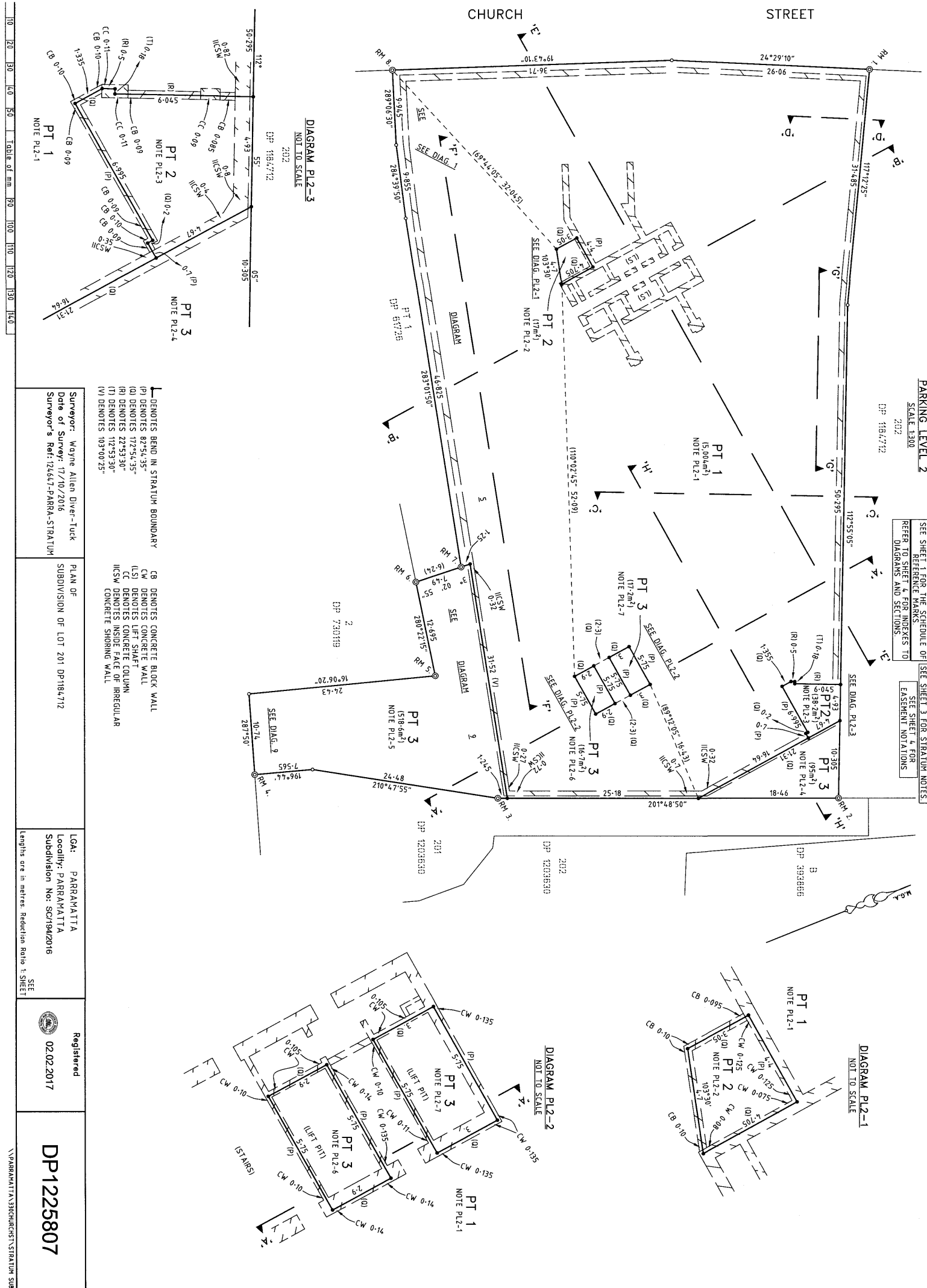
EASEMENT FOR ACCESS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 123 & 4  
EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 123 & 4  
EASEMENT FOR SERVICES (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 123 & 4  
EASEMENT FOR FIRE SERVICES (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 123 & 4  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4, SPRINKLER/HYDRANT PUMP & BACKUP GENERATOR ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVELS 3 & 4, SPRINKLER TANK (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3, EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 4, STORMWATER PUMP OUT PITS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3, SPRINKLER/HYDRANT ELECTRIC PUMP ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2, RELAY BOOSTER ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2, STEWER GOLD WATER PUMP & WATER METER ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1, WESTERN GOLD WATER PUMP & WATER METER ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET SHARED LIFT BETWEEN PARKING LEVEL 1 & LEVEL 1 (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 1 & 2  
EASEMENT FOR ACCESS AND USE OF THE EASTERN PARKING LEVEL 1, TOLD WATER PUMP ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1, MAIN SWITCH ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1, HOT ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1, HOT ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1, SUPPLY AIR FAN ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1, HOT ROOM & AIR CONDITIONING UNIT (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1, EXHAUST FAN ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL, CONDUIT COVER & FIRE CONTROL ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL, RESIDENTIAL GARBAGE ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RETAIL & RESIDENTIAL, CARPARK ENTRY SECURITY GATES (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RESIDENTIAL, PARKING ENTRY SECURITY GATE (CARO READER & INTERCOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL, MAIN GAS SUPPLY ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVELS, STAR PRESSURISATION PLANT ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE FAST TOWER SHARED LIFTS BETWEEN GROUND LEVEL & LEVEL 4, ENTIRE LOT 1 AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE FAST TOWER SHARED LIFTS BETWEEN GROUND LEVEL & LEVEL 4, ENTIRE LOT 1 AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL, TOILETS EXHAUST FAN (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 2  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL, SUBSTATION #1 (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL, SUBSTATION #3 (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE HEZZANNE LEVEL, STORMWATER DETENTION TANK (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE HEZZANNE LEVEL, STAR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4, TO GROUND LEVEL (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE HEZZANNE LEVEL, RETAIL TOILETS SUPPLY AIR FAN (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE HEZZANNE LEVEL, LOADING DOCK FAN (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE HEZZANNE LEVEL, RETAIL & SERVICES TOILETS EXHAUST AIR FAN (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 2  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4, TO GROUND LEVEL (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 AIR CONDITIONING UNIT FOR A RESIDENTIAL, APARTMENT (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 TO LEVEL 3 EXTERNAL WALL SIGNAGE (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 AIR CONDITIONING UNITS FOR SERVED APARTMENTS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 4  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 2 AIR CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 AIR CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR PLANT ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 CARPARK EXHAUST PLANT ROOMS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR POOL, PLANT ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR POOL, HEATER ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 4, AIR CONDITIONING UNITS FOR RETAIL AREAS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 1 & 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 4, MECHANICAL PLANT ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 4, STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 1  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 4, EXTERNAL LANDSCAPED AREAS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 1 & 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 4, OUTDOOR POOL (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOTS 123 & 4  
EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RESIDENTIAL, PARKING ENTRY CARO READER & INTERCOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 2  
EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND RESIDENTIAL, PARKING ENTRY CARO READER & INTERCOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND CHILDREN'S PARKING ENTRY CARO READER & INTERCOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND RESIDENTIAL, PARKING ENTRY CARO READER & INTERCOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND CHILDREN'S PARKING ENTRY CARO READER & INTERCOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 RESIDENTIAL, PARKING COMPOUND ENTRANCE CARO READER (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 3  
EASEMENT FOR ACCESS AND USE OF THE LEVEL 4, AIR CONDITIONING UNITS FOR THE CHILDREN'S CENTRE (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 2  
EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL, RETAIL GARBAGE ROOM (ENTIRE LOT 1) AFFECTS THE WHOLE OF LOT 2

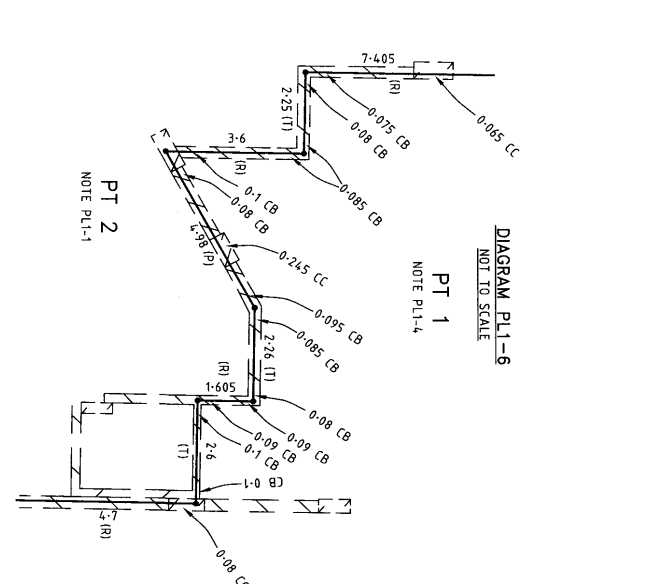
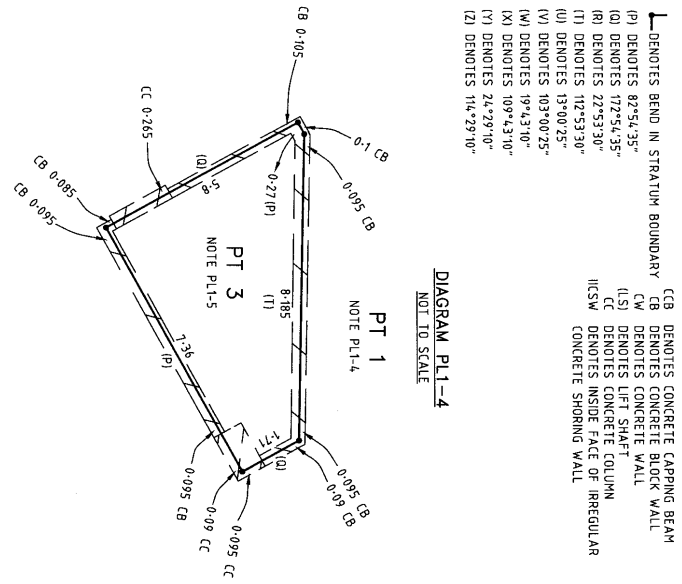
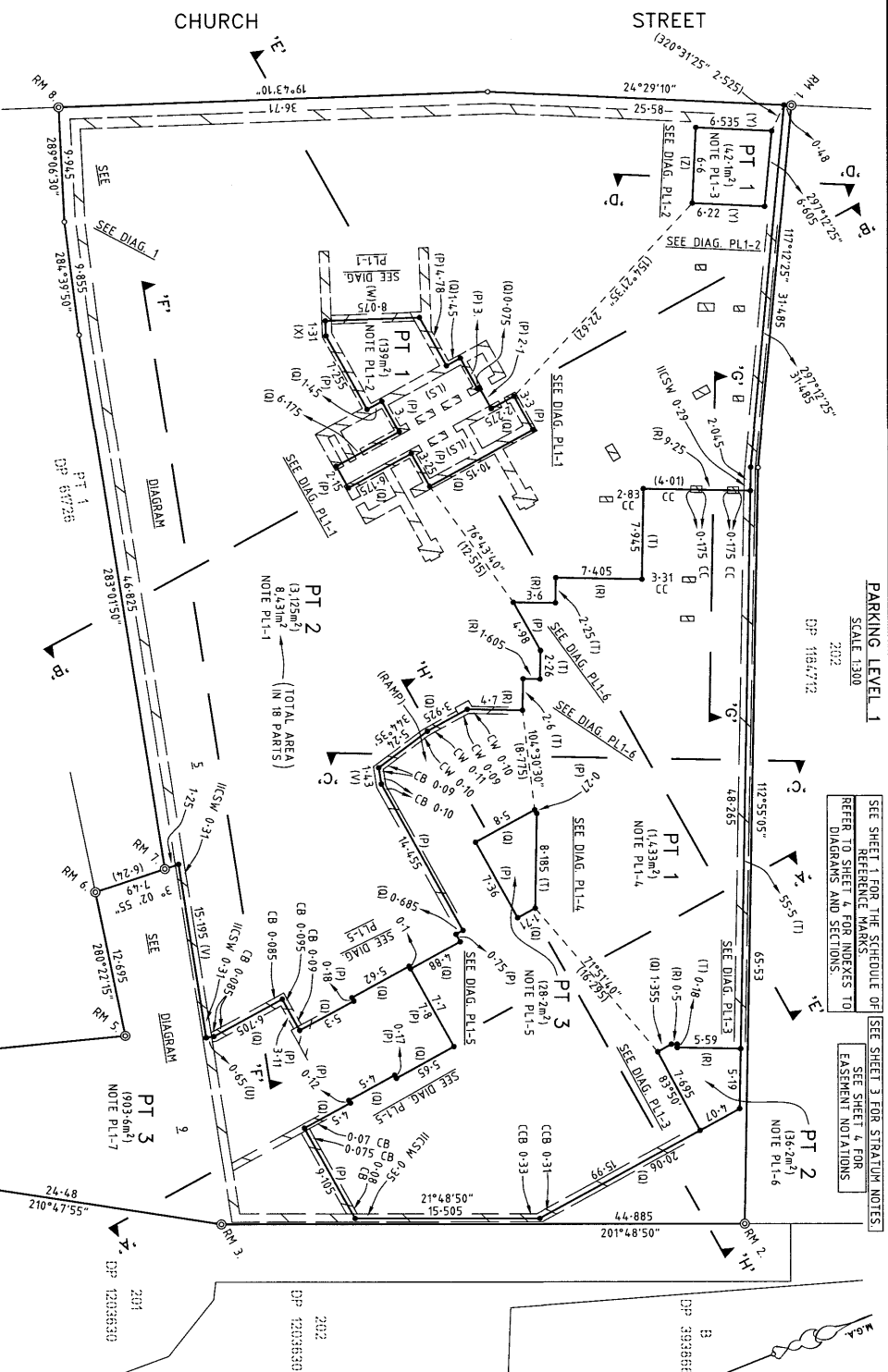
| INDEX TO SECTIONS |    |         |
|-------------------|----|---------|
| 'A'-A'            | 20 | SECTION |
| 'D'-D'            | 22 | SHEET   |
| 'G'-G'            | 22 |         |
| 'B'-B'            | 21 | SECTION |
| 'E'-E'            | 23 | SHEET   |
| 'H'-H'            | 24 |         |
| 'C'-C'            | 22 | SECTION |
| 'F'-F'            | 22 | SHEET   |

| INDEX TO DIAGRAMS |         |       |         |       |         |       |
|-------------------|---------|-------|---------|-------|---------|-------|
|                   | DIAGRAM | SHEET | DIAGRAM | SHEET | DIAGRAM | SHEET |
|                   | 1       | 1     | 2       | 1     | 3       | 2     |
|                   | 4       | 2     | 5       | 2     | 6       | 2     |
|                   | 7       | 2     | 8       | 2     | 9       | 2     |
|                   | Pt-2-1  | 6     | Pt-2-2  | 6     | Pt-2-3  | 6     |
|                   | Pt-1-4  | 5     | Pt-1-5  | 5     | Pt-1-3  | 7     |
|                   | PL-1-1  | 5     | PL-1-2  | 13    | PL-1-6  | 6     |
|                   | GL-1    | 9     | GL-2    | 10    | GL-3    | 11    |
|                   | GL-4    | 11    | GL-5    | 10    | M-1     | 13    |
|                   | L-1-1   | 14    | L-1-2   | 14    | L-1-3   | 15    |
|                   | L-1-4   | 15    | L-2-1   | 16    | L-2-2   | 16    |
|                   | L-2-3   | 16    | L-3-1   | 17    | L-3-2   | 17    |
|                   | L-3-3   | 17    | L-3-4   | 17    | L-3-5   | 17    |
|                   | L-3-6   | 17    | L-4-1   | 18    | L-4-2   | 18    |
|                   | L-4-3   | 19    | L-5-1   | 19    |         |       |

|   |   |  |   |                  |
|---|---|--|---|------------------|
| <p>Surveyor: Wayne Allen Diver-Tuck</p> <p>Date of Survey: 17/10/2016</p> <p>Surveyor's Ref: 124647-PARRA-STRATUM</p> | <p>PLAN OF<br/>SUBDIVISION OF LOT 201 DP1184712</p> | <p>LGA: PARRAMATTA</p> <p>Locality: PARRAMATTA</p> <p>Subdivision No: SC/194/2016</p> <p>Lengths are in metres. Reduction Ratio 1:</p> | <p>Registered</p> <p>02.02.2017</p>  | <p>DP1225807</p> |
|---|---|--|---|------------------|



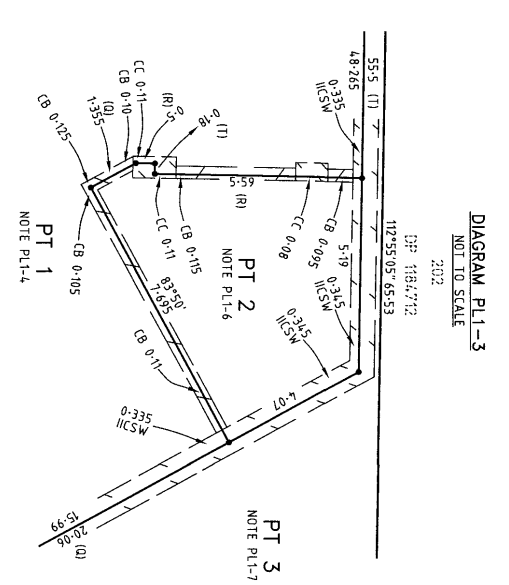




**PARKING LEVEL, 1**  
**SCALE 1:300**  
**2022**

|  |                                    |
|--|------------------------------------|
| SEE SHEET 4 FOR THE SCHEDULE OF REFERENCE MARKS        | SEE SHEET 3 FOR STRUTTING NOTES    |
| REFER TO SHEET 4 FOR INDEXES TO DIAGRAMS AND SECTIONS. | SEE SHEET 4 FOR EASIMENT NOTATIONS |

| LOADING CONDITION                   | TEST SPECIMEN   |
|-------------------------------------|---|
| 1. DEONTES BEND IN STRUTUM BOUNDARY | CCB DEONTES CONCRETE CAPPING BEAM                           |
| (P) DEONTES 12755.33°               | CB DEONTES CONCRETE BLOCK WALL                              |
| (Q) DEONTES 12755.33°               | CW DEONTES CONCRETE WALL                                    |
| (R) DEONTES 12755.33°               | (LS) DEONTES LIFT SHAFT                                     |
| (S) DEONTES 12755.33°               | CC DEONTES CONCRETE COLUMN                                  |
| (T) DEONTES 12755.33°               | ICSW DEONTES INSIDE FACE OF IRREGULAR CONCRETE SHORING WALL |
| (U) DEONTES 13700.25°               |   |
| (V) DEONTES 16330.25°               |   |
| (W) DEONTES 19743.10°               |   |
| (X) DEONTES 109°43.10°              |   |
| (Y) DEONTES 24°29'10"               |   |
| (Z) DEONTES 114°29'10"              |   |

[illegible][illegible][illegible][illegible][illegible]

GROUND LEVEL

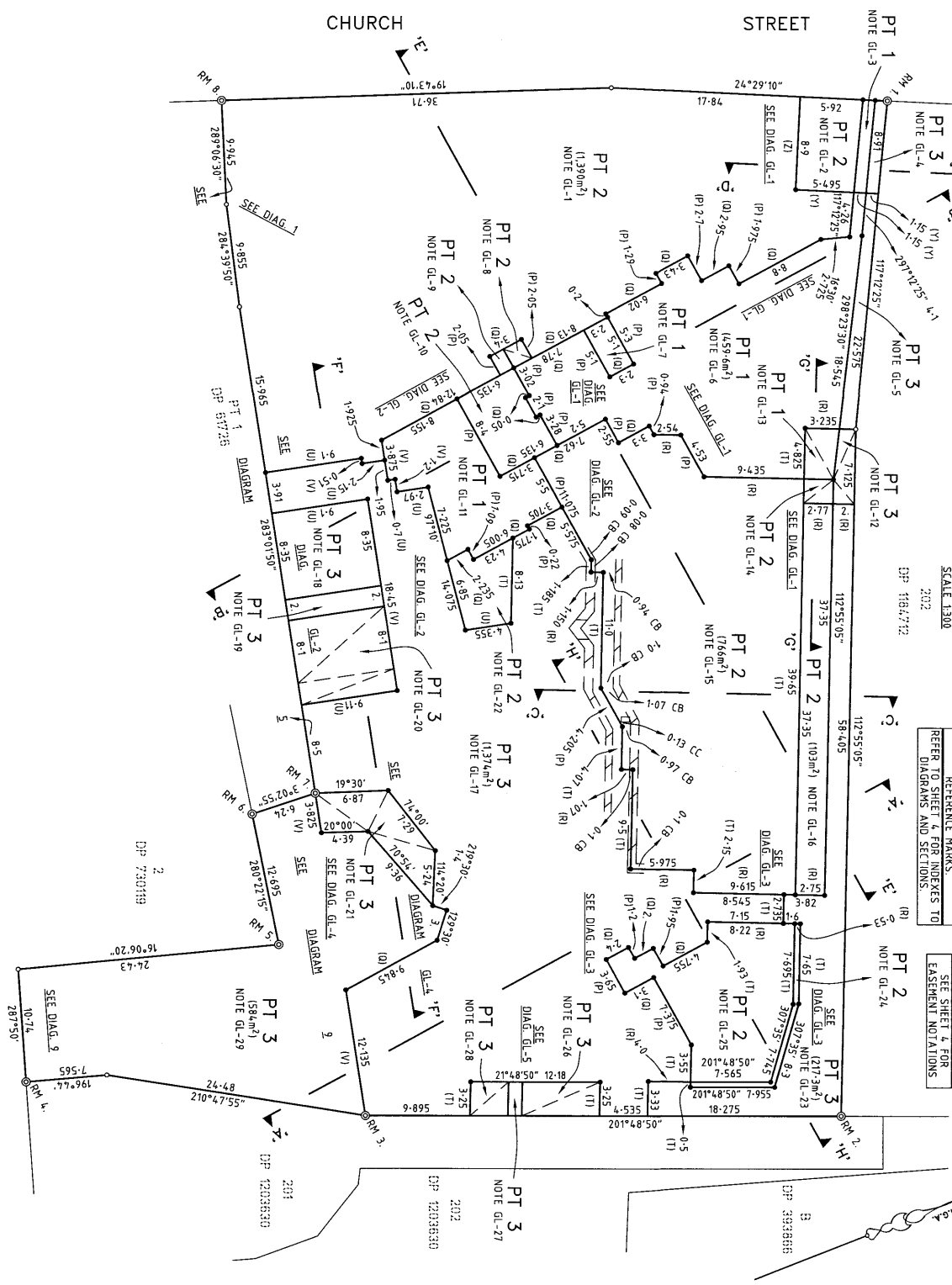
SCALE 1:300

2022

SEE SHEET 1 FOR THE SCHEDULE OF  
REPEREASING  
REFER TO SHEET 4 FOR INDEXES TO  
DIAGRAMS AND SECTIONS.

SEE SHEET 3 FOR STRATUM NOTES  
SEE SHEET 4 FOR  
EASEMENT NOTATIONS

- ↳ DENOTES BEND IN STRATUM BOUNDARY
- CB DENOTES CONCRETE BLOCK WALL
- CC DENOTES CONCRETE COLUMN
- (P) DENOTES 82°54'35"
- (Q) DENOTES 172°54'35"
- (R) DENOTES 22°53'30"
- (T) DENOTES 112°53'30"
- (U) DENOTES 137°00'25"
- (V) DENOTES 24°29'10"
- (Z) DENOTES 114°29'10"



Surveyor: Wayne Allen Dwyer-Tuck  
Date of Survey: 17/10/2016  
Surveyor's Ref: 124667-PARRA-STRATUM

PLAN OF  
SUBDIVISION OF LOT 201 DP184712

LGA: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC794/2016

SEE



Registered  
02.02.2017

DP1225807



Registered  
02.02.2017

DP1225807



DIAGRAM GL-1  
NOT TO SCALE  
SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.  
REFER TO SHEET 4 FOR INDEXES TO DIAGRAMS AND SECTIONS.  
SEE SHEET 3 FOR STRATUM NOTES.  
SEE SHEET 4 FOR EASEMENT NOTATIONS.

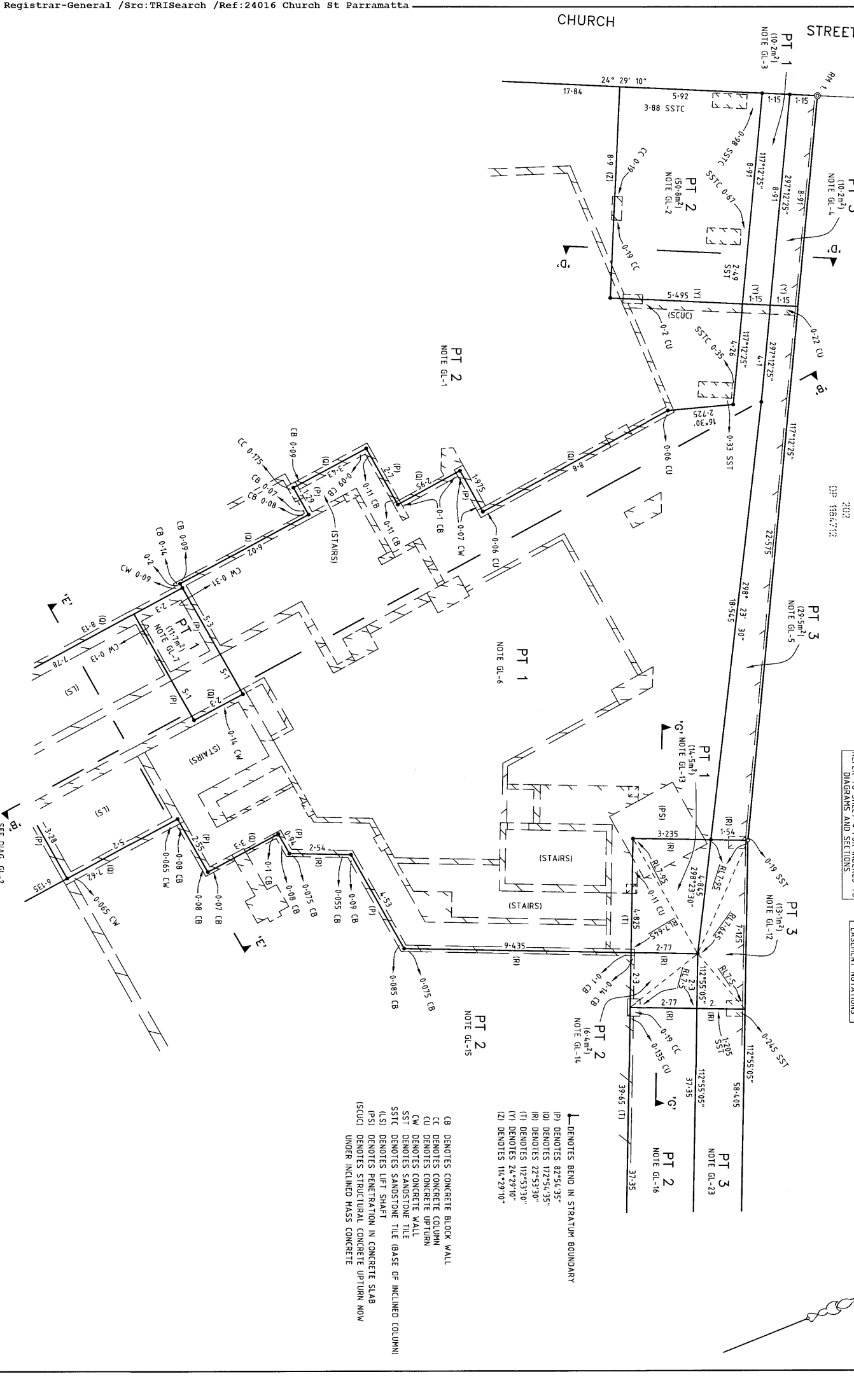
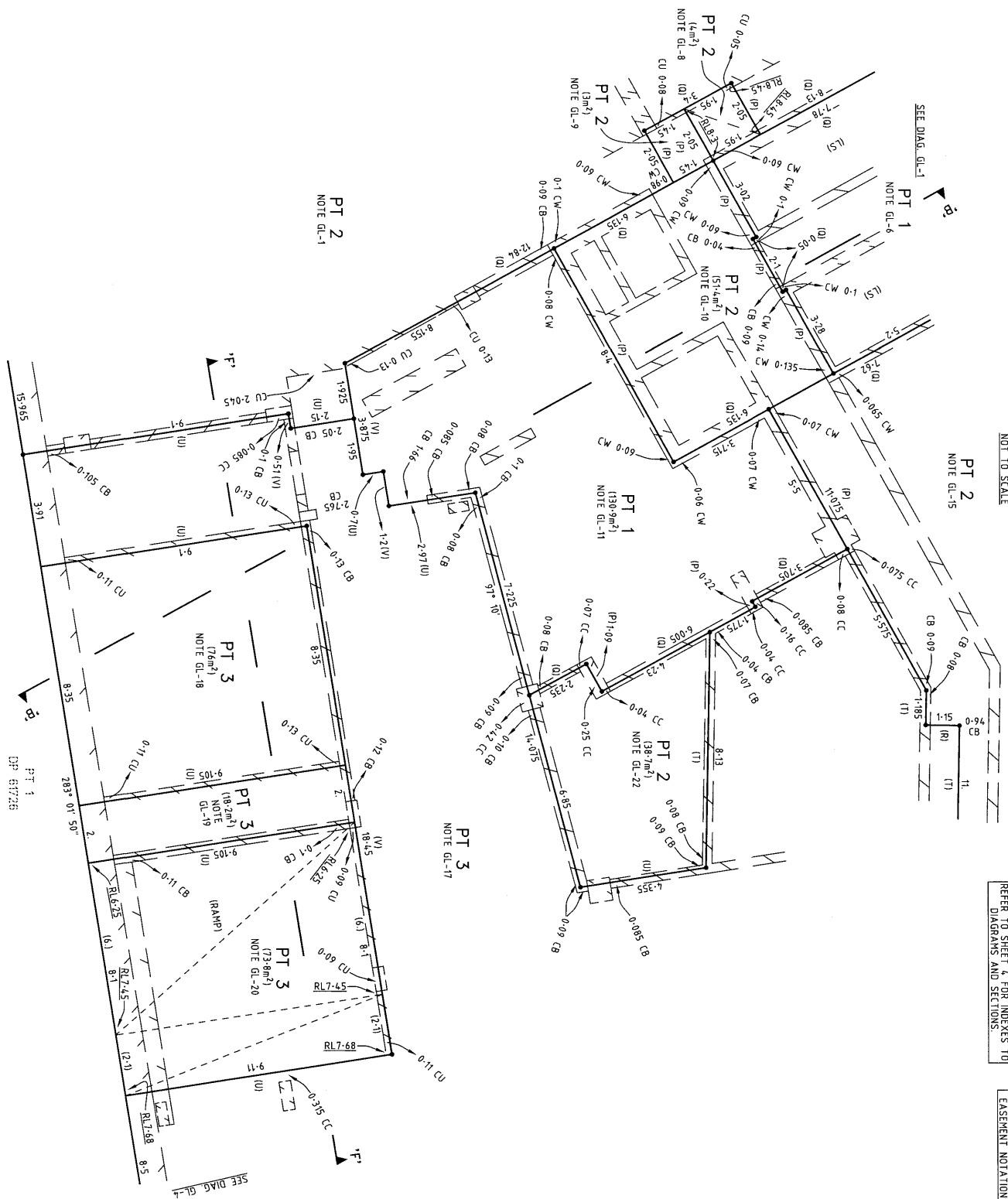


DIAGRAM GL-2  
NOT TO SCALE

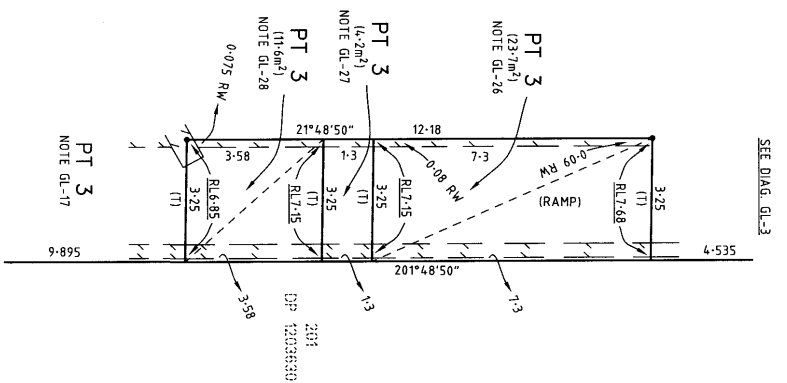


SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS.  
REFER TO SHEET 4 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 3 FOR STRATUM NOTES.  
SEE SHEET 4 FOR EASEMENT NOTATIONS.

- PT 1 DENOTES 82°54.35"
- PT 2 DENOTES 172°54.35"
- PT 3 DENOTES 225°33.0"
- PT 4 DENOTES 112°53.30"
- PT 5 DENOTES 19°00.25"
- PT 6 DENOTES 103°00.25"
- PT 7 DENOTES 13°00.25"
- PT 8 DENOTES 103°00.25"
- PT 9 DENOTES 13°00.25"
- PT 10 DENOTES 103°00.25"
- PT 11 DENOTES 13°00.25"
- PT 12 DENOTES 103°00.25"
- PT 13 DENOTES 13°00.25"
- PT 14 DENOTES 103°00.25"
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- PT 28 DENOTES 103°00.25"
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- PT 31 DENOTES 13°00.25"
- PT 32 DENOTES 103°00.25"
- PT 33 DENOTES 13°00.25"
- PT 34 DENOTES 103°00.25"
- PT 35 DENOTES 13°00.25"
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- PT 64 DENOTES 103°00.25"
- PT 65 DENOTES 13°00.25"
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- PT 70 DENOTES 103°00.25"
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- PT 76 DENOTES 103°00.25"
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- PT 79 DENOTES 13°00.25"
- PT 80 DENOTES 103°00.25"
- PT 81 DENOTES 13°00.25"
- PT 82 DENOTES 103°00.25"
- PT 83 DENOTES 13°00.25"
- PT 84 DENOTES 103°00.25"
- PT 85 DENOTES 13°00.25"
- PT 86 DENOTES 103°00.25"
- PT 87 DENOTES 13°00.25"
- PT 88 DENOTES 103°00.25"
- PT 89 DENOTES 13°00.25"
- PT 90 DENOTES 103°00.25"
- PT 91 DENOTES 13°00.25"
- PT 92 DENOTES 103°00.25"
- PT 93 DENOTES 13°00.25"
- PT 94 DENOTES 103°00.25"
- PT 95 DENOTES 13°00.25"
- PT 96 DENOTES 103°00.25"
- PT 97 DENOTES 13°00.25"
- PT 98 DENOTES 103°00.25"
- PT 99 DENOTES 13°00.25"
- PT 100 DENOTES 103°00.25"

DIAGRAM GL-5  
NOT TO SCALE

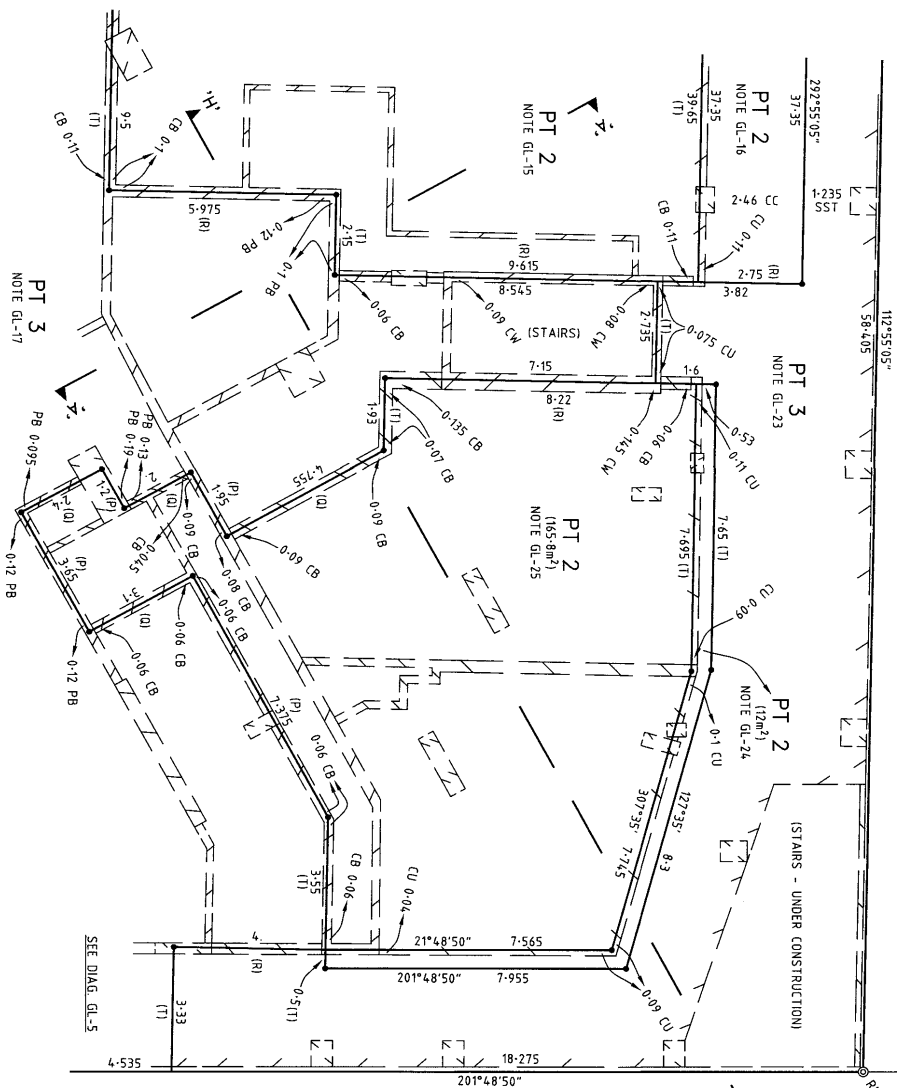


**DIAGRAM GL-3**  
NOT TO SCALE

SEE SHEET 1 FOR THE SCHEDULE OF  
REFERENCE MARKS  
REFER TO SHEET 4 FOR INDEXES TO  
DIAGRAMS AND SECTIONS.

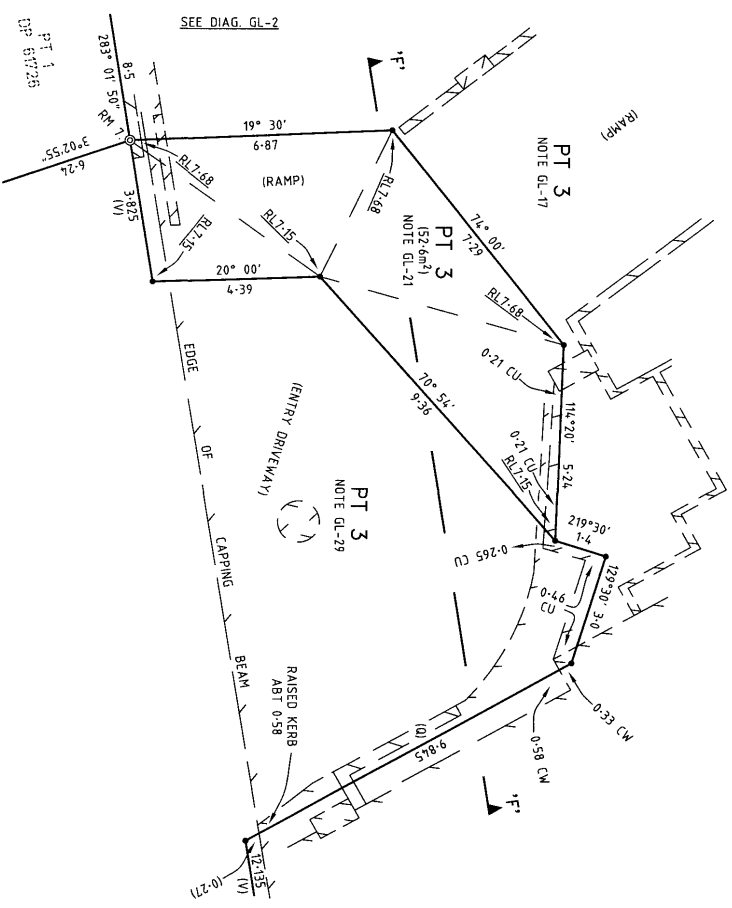
SEE SHEET 3 FOR STRATUM NOTES  
SEE SHEET 4 FOR  
EASEMENT NOTATIONS

DPT 1184.712

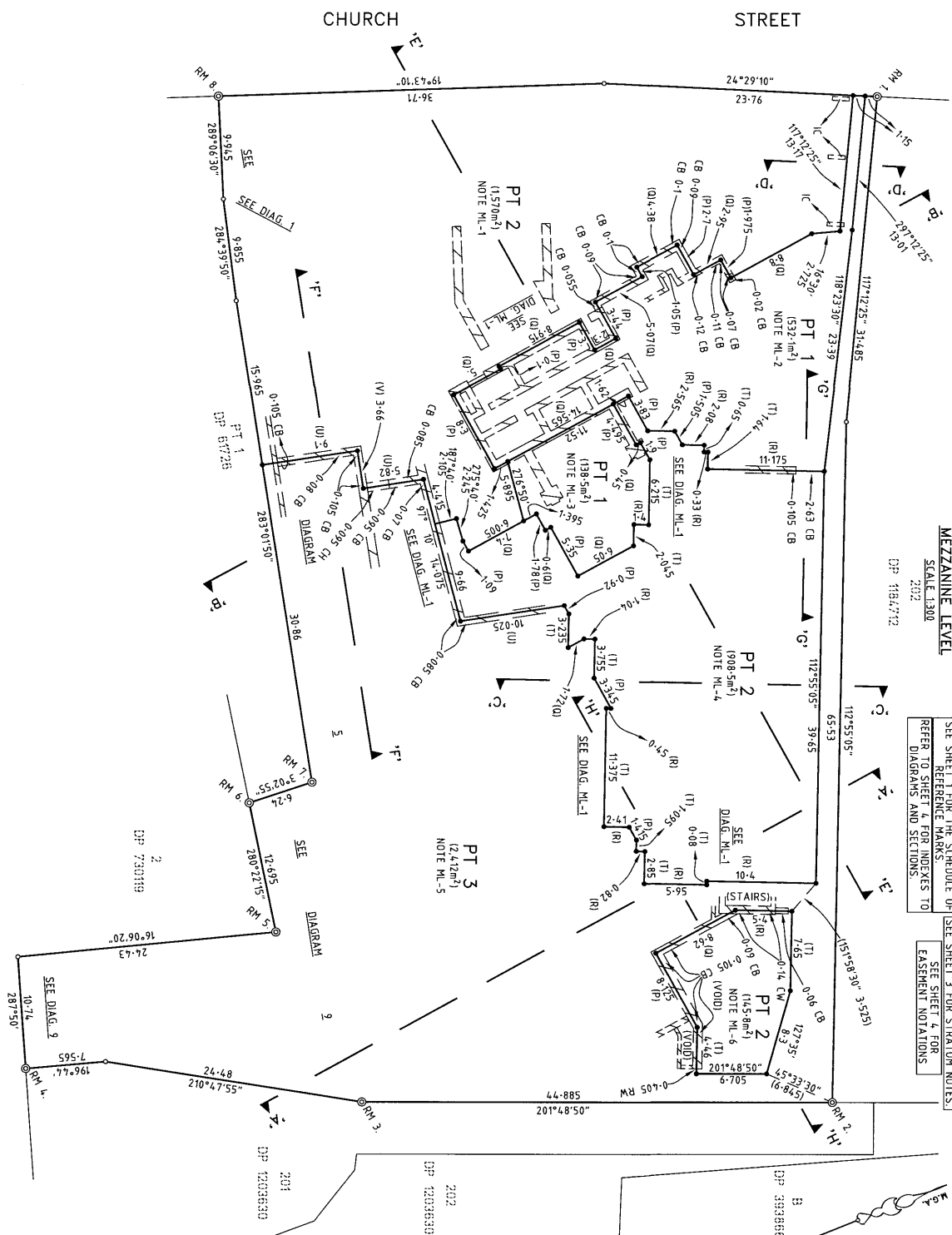


- ↓ DENOTES BEND IN STRATUM BOUNDARY
- (P) DENOTES 82°54'35"
  - (Q) DENOTES 112°54'35"
  - (R) DENOTES 112°54'35"
  - (S) DENOTES 112°54'35"
  - (T) DENOTES 112°54'35"
  - (U) DENOTES 103°00'25"
- CB DENOTES CONCRETE BLOCK WALL
  - CC DENOTES CONCRETE COLUMN
  - CU DENOTES CONCRETE CURTAIN
  - CW DENOTES CONCRETE WALL
  - PB DENOTES PLASTERBOARD WALL
  - SST DENOTES SANDSTONE TILE

**DIAGRAM GL-4**  
NOT TO SCALE



|   |    |    |    |    |    |    |    |    |     |     |     |     |     |
|---|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10  | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm                                     |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Surveyor: Wayne Allen Dyer-Tuck                 |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Date of Survey: 17/10/2016                      |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Surveyor's Ref: 124647-PARRA-STRATUM            |    |    |    |    |    |    |    |    |     |     |     |     |     |
| PLAN OF   |    |    |    |    |    |    |    |    |     |     |     |     |     |
| SUBDIVISION OF LOT 201 DP1184.712               |    |    |    |    |    |    |    |    |     |     |     |     |     |
| LGA: PARRAMATTA                                 |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Locality: PARRAMATTA                            |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Subdivision No: SC7942016                       |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Lengths are in metres. Reduction Ratio 1: SHEET |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Registered                                      |    |    |    |    |    |    |    |    |     |     |     |     |     |
| 02.02.2017                                      |    |    |    |    |    |    |    |    |     |     |     |     |     |
| DP1225807                                       |    |    |    |    |    |    |    |    |     |     |     |     |     |



| LOADING BEHIND IN STRUTTURE BOUNDARY |                                |
|--------------------------------------|--------------------------------|
| (P) DENOTES 82.54-35                 | CB DENOTES CONCRETE BLOCK WALL |
| (D) DENOTES 71.54-35                 | CD DENOTES CONCRETE DRAIN      |
| (T) DENOTES 22.53-30                 | CW DENOTES CONCRETE WALL       |
| (I) DENOTES 17.53-30                 | IC DENOTES INCLINED COLUMN     |
| (V) DENOTES 13-00-25                 | RW DENOTES RENDERED WALL       |
| (V) DENOTES 10.3-00-25               |                                |

MEZZANINE LEVEL

SEE SHEET 1 FOR THE SCHEDULE OF  
REFERENCE MARKS.

REFER TO SHEET 4 FOR INDEXES TO

SEE SHEET 4 FOR  
EASEMENT NOTATIONS

Surveyor: Wayne Allen Diver-Tuck  
Date of Survey: 17/10/2016  
Surveyor's Ref: 124647-PARRA-STRATUM

PLAN OF  
SUBDIVISION OF LOT 201 DP1184712

LGA: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC/194/2016

Registered  
03 03 2017

DP1225807

DIAGRAM ML-1  
NOT TO SCALE

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS. REFER TO SHEET 4 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 3 FOR STRATUM NOTES. SEE SHEET 4 FOR EASEMENT NOTATIONS.

- ↑ DENOTES BEND IN STRATUM BOUNDARY
- (P) DENOTES 82°54'35"
- (Q) DENOTES 172°54'35"
- (R) DENOTES 22°53'30"
- (T) DENOTES 112°53'30"
- (U) DENOTES 13°00'25"

- AAC DENOTES AUTOCLAVED AERATED CONCRETE WALL
- CU DENOTES CONCRETE UP TURN WALL
- CS DENOTES CONCRETE SLOPE WALL
- CW DENOTES CONCRETE WALL
- (LS) DENOTES LIFT SHAFT
- MF DENOTES METAL FRAME
- PB DENOTES PLASTER BOARD
- (SWDT) DENOTES STORMWATER DETENTION TANK

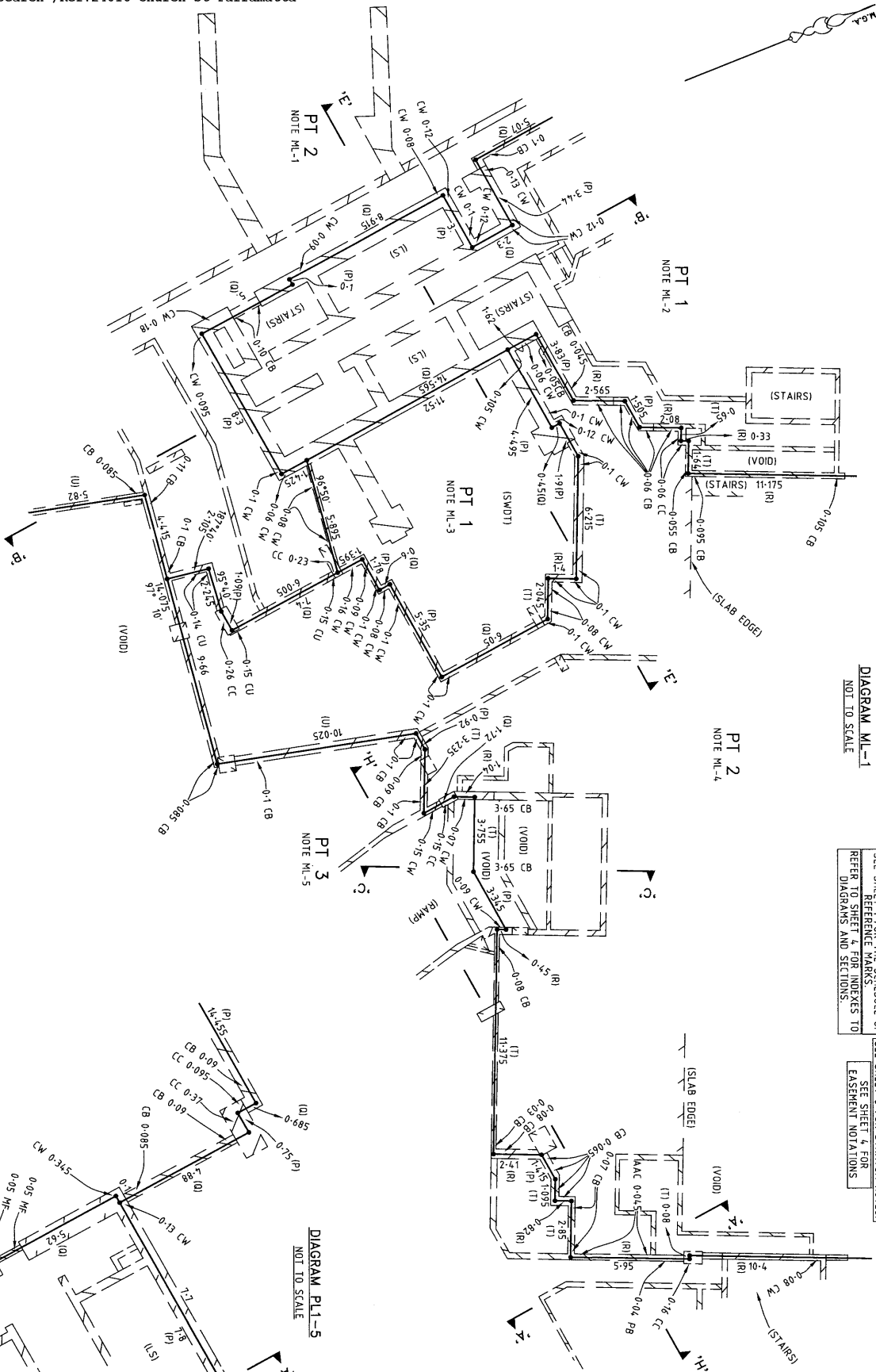
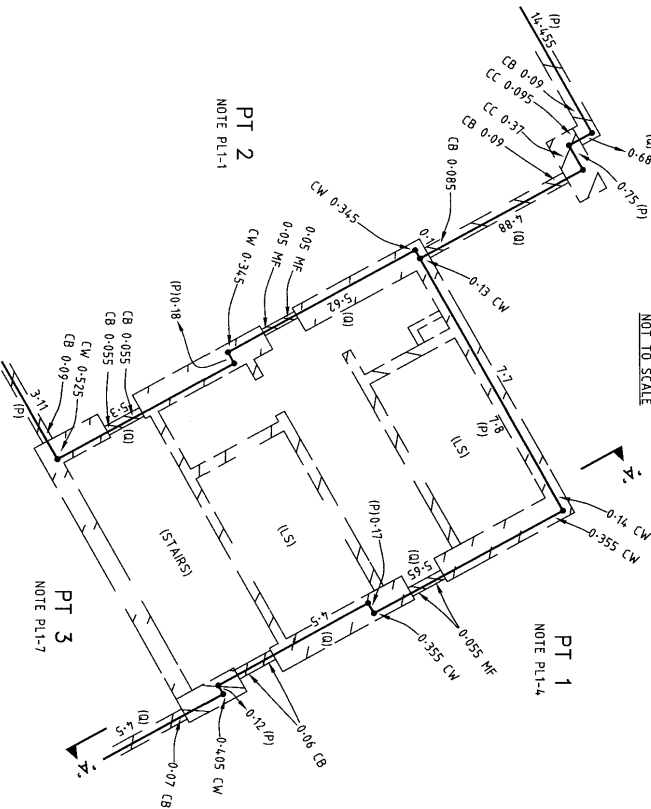
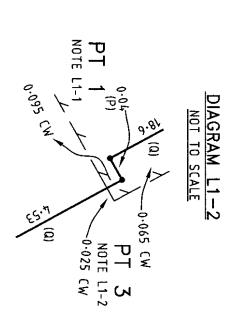
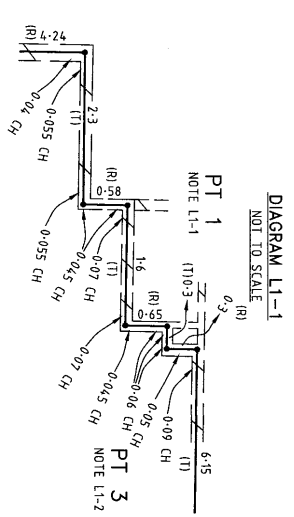
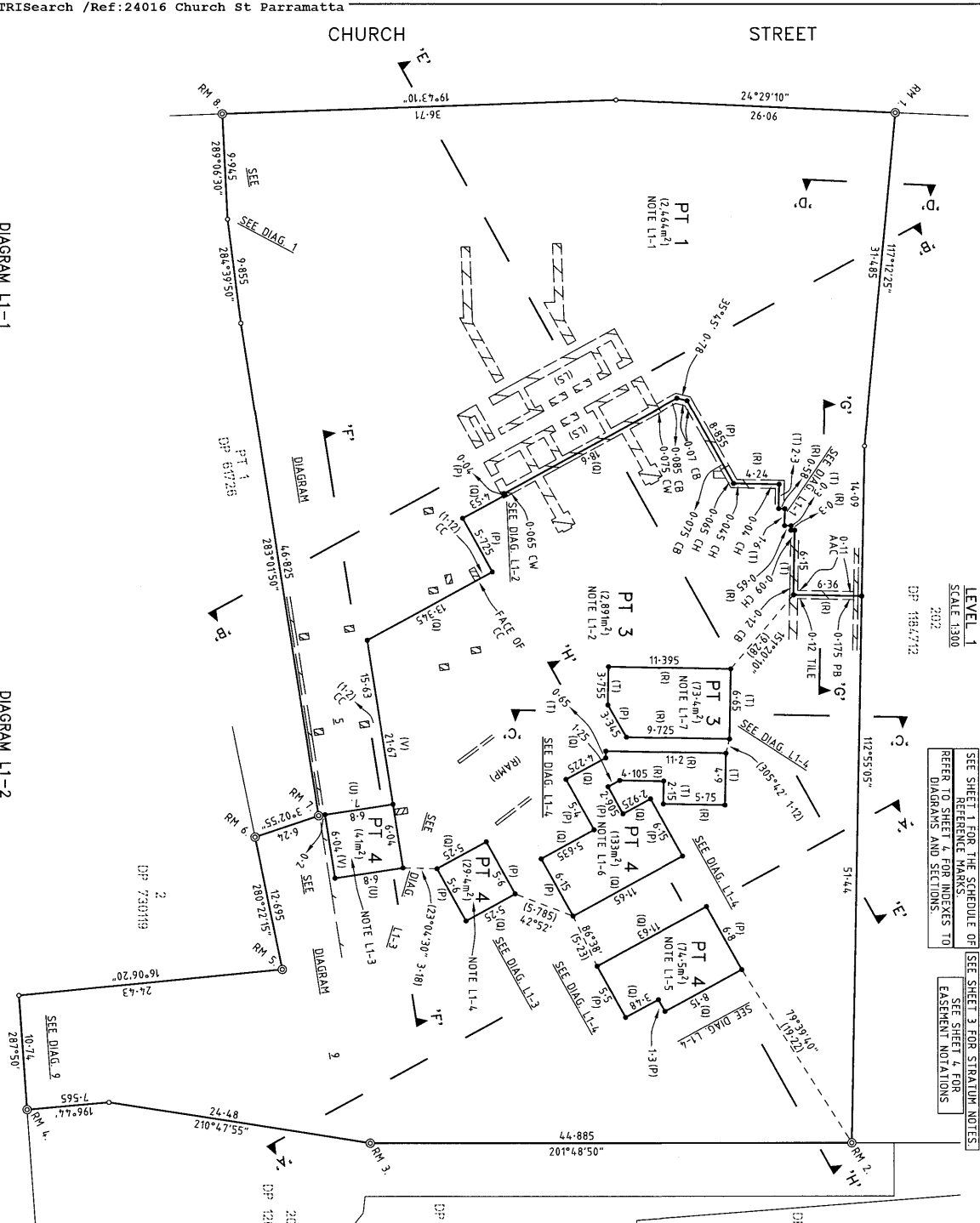


DIAGRAM PL1-5  
NOT TO SCALE





**LEVEL 1**  
**SCALE 1:300**  
**202**

SEE SHEET 1 FOR THE SCHEDULE OF  
REFERENCE MARKS.  
REFER TO SHEET 4 FOR INDEXES TO  
DIAGRAMS AND SECTIONS.

SHEET 3 FOR STRATUM NOTES.  
SEE SHEET 4 FOR  
EASEMENT NOTATIONS

|                                      |      |  |
|--------------------------------------|------|--|
| (I) DENOTES BEND IN STRUTUM BOUNDARY | AAC  | DENOTES AUTOCLAVED AERATED CONCRETE WALL |
| (P) DENOTES 82°-84°-35°              | AC   | DENOTES CONCRETE BLOCK WALL              |
| (Q) DENOTES 172°-54°-35°             | C    | DENOTES CONCRETE COLUMN                  |
| (R) DENOTES 172°-53°-30°             | PB   | DENOTES PLASTERBOARD WALL                |
| (T) DENOTES 112°-53°-30°             | L(S) | DENOTES LIFT SHAFT                       |
| (U) DENOTES 19°-00°-25°              | CC   | DENOTES CONCRETE COLUMN                  |
| (V) DENOTES 103°-00°-25°             | CH   | DENOTES CONCRETE HOBS                    |

|  |   |
|--|---|
| Surveyor: Wayne Allen Diver-Tuck<br>Date of Survey: 17/10/2016<br>Surveyor's Ref: 124647-PARRA-STRATUM | PLAN OF<br>SUBDIVISION OF LOT 201 DP1184712 |
|--|---|

LGA: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC/194/2016

Registered  
02.02.2017

DP1225807



LEVEL 2  
SCALE 1:300  
202  
SEE SHEET 1 FOR THE SCHEDULE OF  
REFERENCE MARKS  
REFER TO SHEET 4 FOR  
DIAGRAMS AND SECTIONS.  
SEE SHEET 3 FOR STRATUM NOTES  
SEE SHEET 4 FOR  
EASEMENT NOTATIONS

DP 1184,712

↑ DENOTES BEND IN STRATUM BOUNDARY (LS) DENOTES LIFT SHAFT  
(P) DENOTES 82°54.35'  
(Q) DENOTES 172°54.35'  
(R) DENOTES 22°53.30'  
(U) DENOTES 112°53.30'  
(V) DENOTES 103°00.25'  
(W) DENOTES 19°43.10'  
(X) DENOTES 109°43.10'  
(Y) DENOTES 24°29.10'  
(Z) DENOTES 114°29.10'

↑ DENOTES CONCRETE WALL  
↑ DENOTES ADJACENT GENERATED CONCRETE WALL  
↑ DENOTES PLASTER BOARD  
↑ DENOTES PLASTER BOARD

DIAGRAM L2-3  
NOT TO SCALE

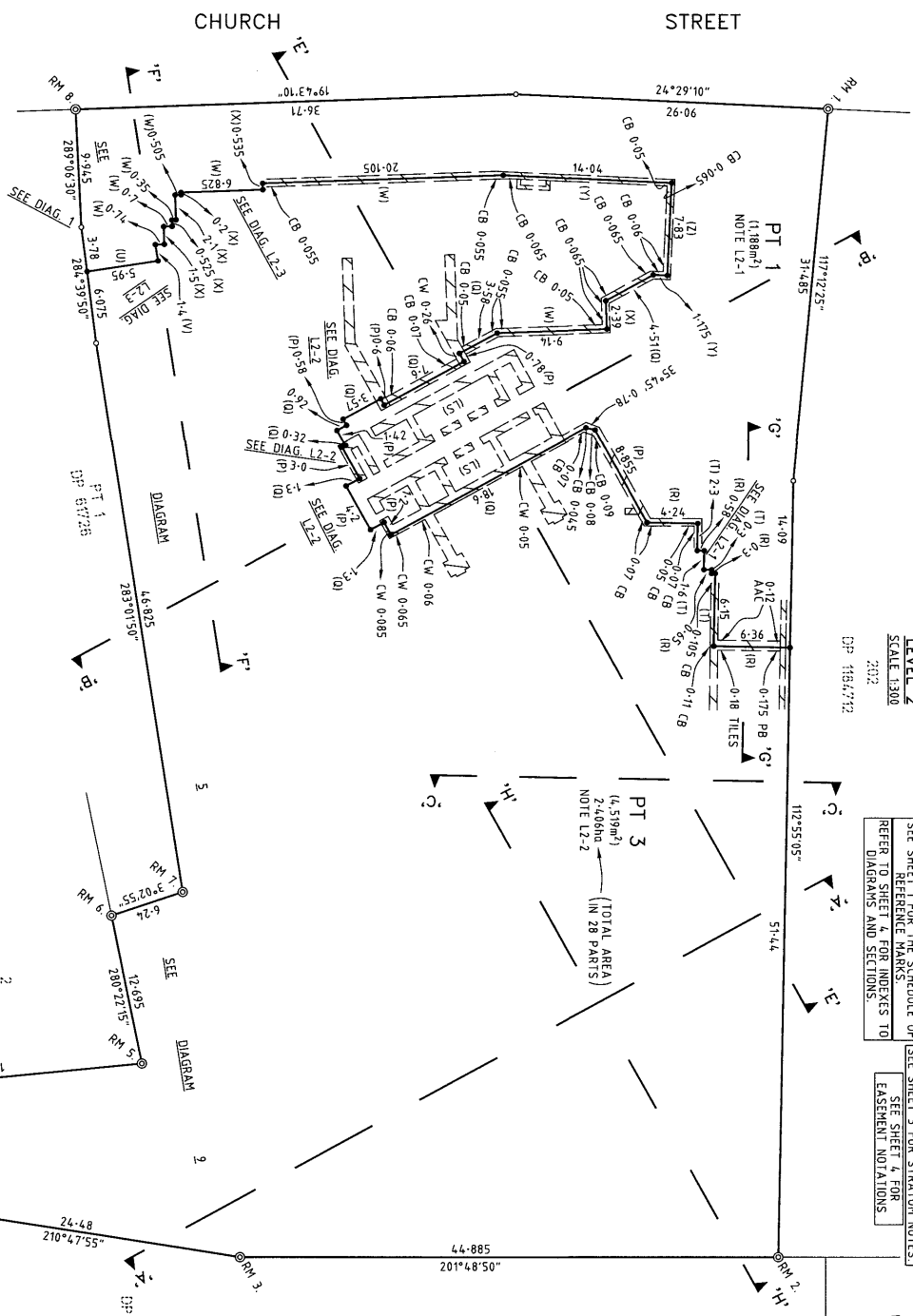


DIAGRAM L2-2  
NOT TO SCALE

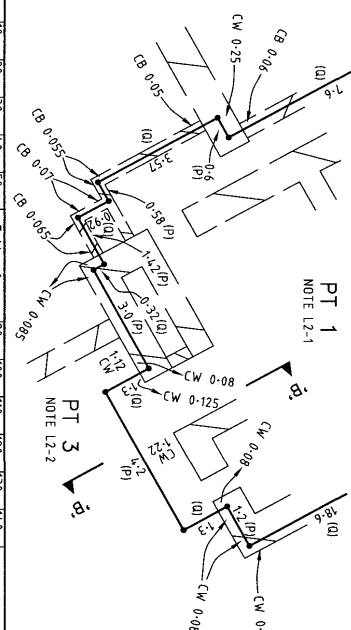
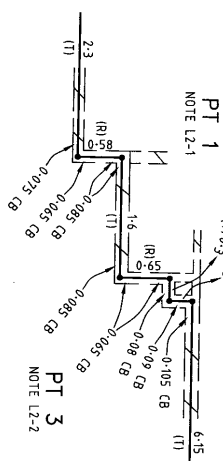


DIAGRAM L2-1  
NOT TO SCALE



|   |  |  |                          |           |
|---|--|--|--------------------------|-----------|
| Surveyor: Wayne Allen Diver-Tuck<br>Date of Survey: 17/10/2016<br>Surveyor's Ref: 12467-PARRA-STRATUM | PLAN OF<br>SUBDIVISION OF LOT 201 DP1184,712 | LGA: PARRAMATTA<br>Locality: PARRAMATTA<br>Subdivision No: SC184/2016<br>Lengths are in metres. Reduction Ratio 1: SHEET | Registered<br>02.02.2017 | DP1225807 |
|---|--|--|--------------------------|-----------|



LEVEL 3  
SCALE 1:300  
202  
DP 1184712

SEE SHEET 1 FOR THE SCHEDULE OF  
REFERENCE MARKS  
REFER TO SHEET 4 FOR INDICES TO  
DIAGRAMS AND SECTIONS

SEE SHEET 3 FOR STRATUM NOTES  
SEE SHEET 4 FOR  
EASEMENT NOTATIONS

AC DENOTES AUTOCLAVED AERATED CONCRETE WALL  
CB DENOTES CONCRETE BLOCK WALL  
(C) DENOTES COMPRESSED FIBRE BOARD  
(T) DENOTES CONCRETE TIE  
(U) DENOTES 13'00'25"  
(W) DENOTES 10'3'00'25"  
(X) DENOTES 10'9'4'3'10"  
(Y) DENOTES 10'9'4'3'10"  
(Z) DENOTES 11'4'2'9'10"

AAC DENOTES AUTOCLAVED AERATED CONCRETE WALL  
CB DENOTES CONCRETE BLOCK WALL  
(C) DENOTES COMPRESSED FIBRE BOARD  
(T) DENOTES CONCRETE TIE  
(U) DENOTES 13'00'25"  
(W) DENOTES 10'3'00'25"  
(X) DENOTES 10'9'4'3'10"  
(Y) DENOTES 10'9'4'3'10"  
(Z) DENOTES 11'4'2'9'10"

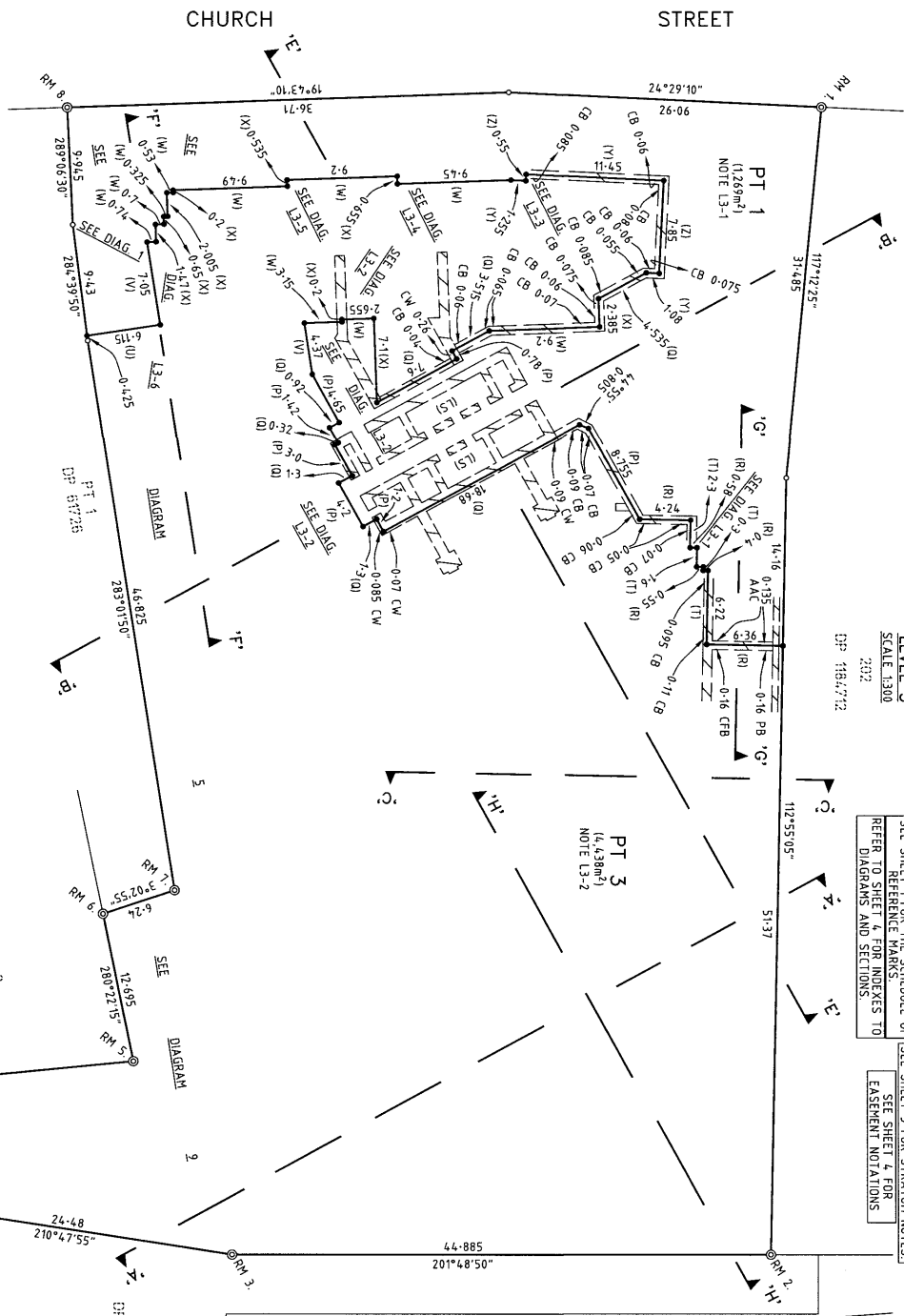


DIAGRAM L3-2  
NOT TO SCALE

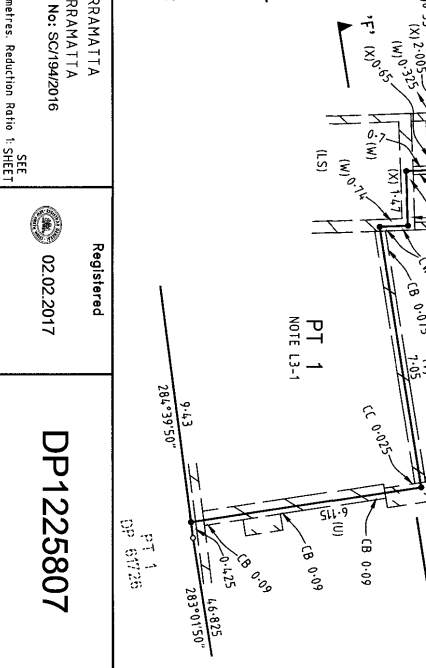
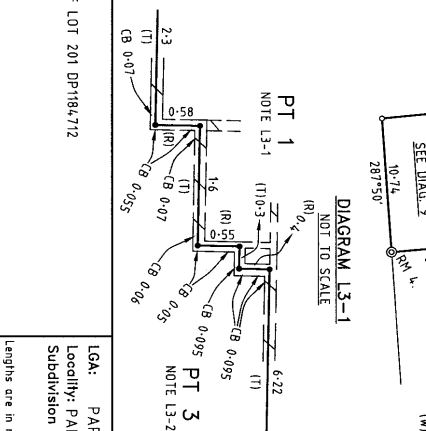
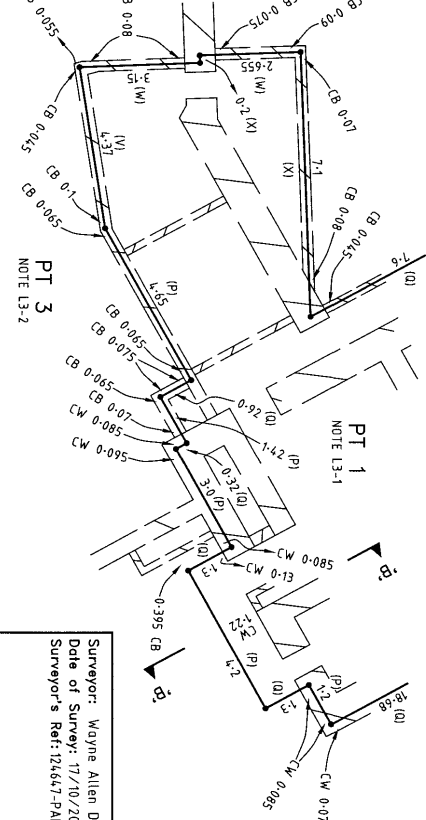
DIAGRAM L3-1  
NOT TO SCALE

DIAGRAM L3-6  
NOT TO SCALE

DIAGRAM L3-4  
NOT TO SCALE

DIAGRAM L3-3  
NOT TO SCALE

DIAGRAM L3-5  
NOT TO SCALE



Surveyor: Wayne Allen Diver-Tuck  
Date of Survey: 17/10/2016  
Surveyor's Ref: 124647-PARRA-STRATUM

PLAN OF  
SUBDIVISION OF LOT 201 DP1184712

LGA: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC194/2016

Lengths are in metres. Reduction Ratio 1: SHEET

Registered  
02.02.2017

DP1225807

LEVEL 4  
SCALE 1:300  
202

SEE SHEET 1 FOR THE SCHEDULE OF  
REFERENCE MARKS  
REFER TO SHEET 4 FOR INDEXES TO  
DIAGRAMS AND SECTIONS.

SEE SHEET 3 FOR STRATUM NOTES  
SEE SHEET 4 FOR  
EASEMENT NOTATIONS

CB DENOTES CONCRETE BLOCK WALL  
(P) DENOTES 82°54.35"  
(W) DENOTES 127°54.35"  
(L) DENOTES LIFT SHAFT  
(U) DENOTES CONCRETE UPTURN  
(R) DENOTES 22°53.30"  
(T) DENOTES 112°53.30"  
(U) DENOTES 13°00.25"

CB DENOTES CONCRETE BLOCK WALL  
(P) DENOTES 82°54.35"  
(W) DENOTES 127°54.35"  
(L) DENOTES LIFT SHAFT  
(U) DENOTES CONCRETE UPTURN  
(R) DENOTES 22°53.30"  
(T) DENOTES 112°53.30"  
(U) DENOTES 13°00.25"  
AAC DENOTES AUTOCURED AERATED CONCRETE  
CRE DENOTES CONCRETE RAMP EDGE  
SST DENOTES STAIRS  
(VS) DENOTES PENETRATION IN CONCRETE SLAB  
CEC DENOTES CURRENT EXTENT OF  
CONSTRUCTION  
PA DENOTES PLASTERBOARD  
(VS) DENOTES VENTILATION SHAFT

DIAGRAM L4-1  
NOT TO SCALE

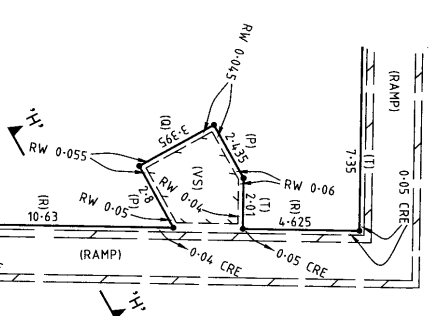
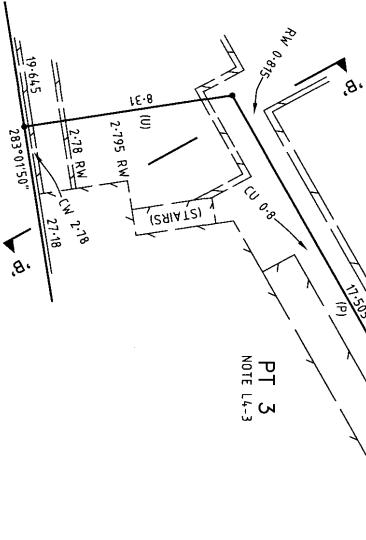
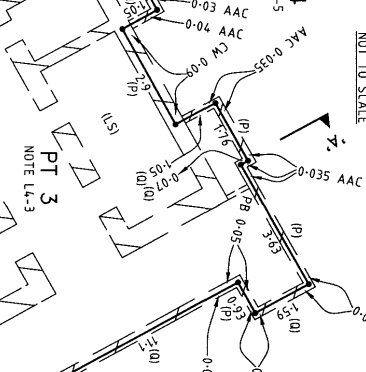
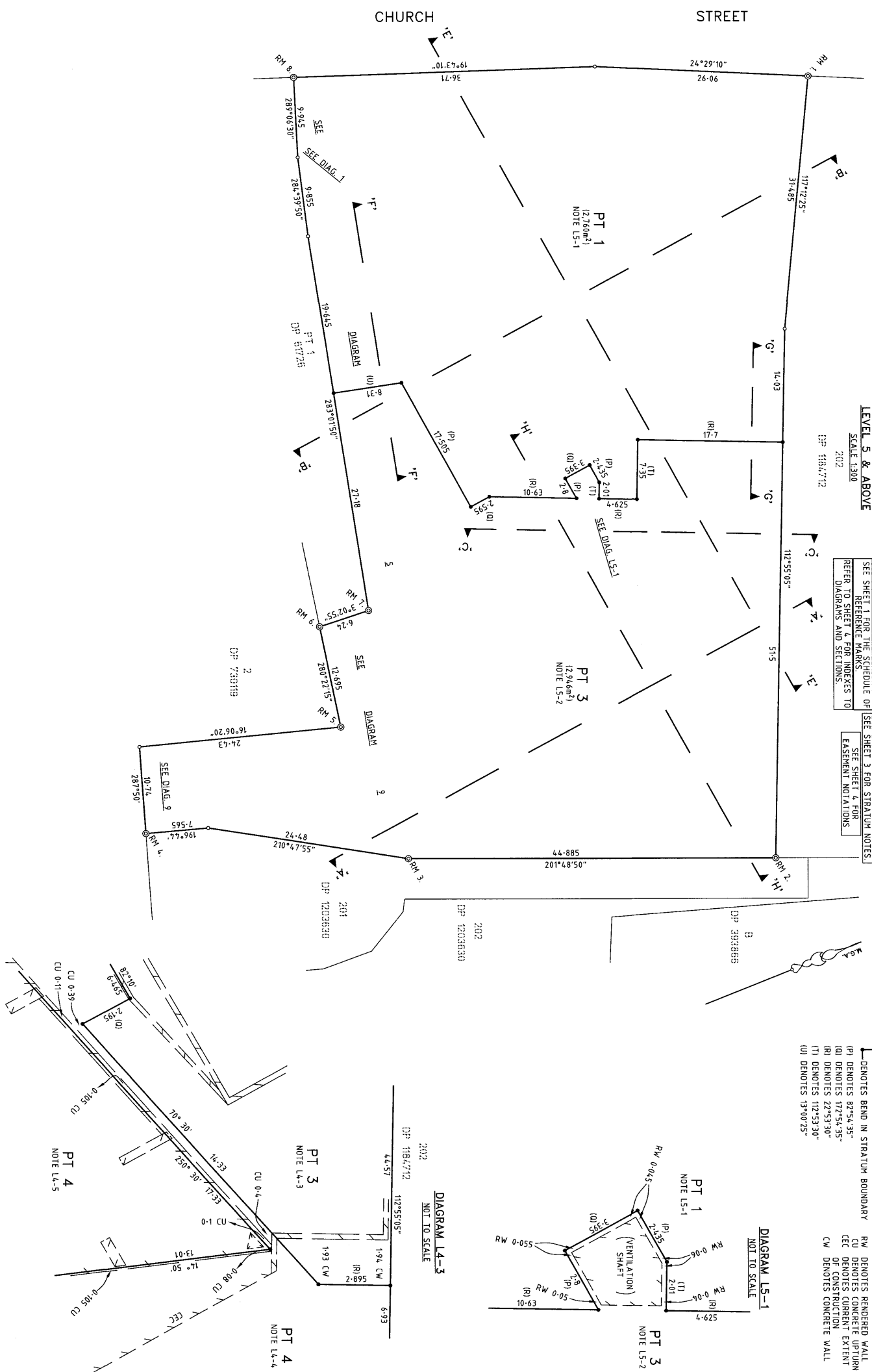


DIAGRAM L4-2  
NOT TO SCALE



|  |     |   |     |   |     |                          |     |             |     |
|--|-----|---|-----|---|-----|--------------------------|-----|-------------|-----|
| Surveyor: Wayne Allen Diver-Tuck<br>Date of Survey: 17/10/2016<br>Surveyor's Ref: 126617-PARRA-STRATUM |     | PLAN OF<br>SUBDIVISION OF LOT 201 DP184.712 |     | LGA: PARRAMATTA<br>Locality: PARRAMATTA<br>Subdivision No: SC194/2016 |     | Registered<br>02.02.2017 |     | DP1225807   |     |
| Lengths are in metres. Reduction Ratio 1: SHEET  |     |   |     |   |     |                          |     |             |     |
| Table of mm  |     | Table of mm                                 |     | Table of mm   |     | Table of mm              |     | Table of mm |     |
| 10   | 20  | 30  | 40  | 50  | 60  | 70                       | 80  | 90          | 100 |
| 110  | 120 | 130   | 140 | 150   | 160 | 170                      | 180 | 190         | 200 |



Surveyor: Wayne Allen Diver-Tuck  
Date of Survey: 17/10/2016  
Surveyor's Ref: 126647-PARRA-STRATUM

LGA: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC/194/2016

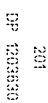
Registered  
02.02.2017

DP1225807

\\PARRAMATTA\330CHURCHST\STRATUM SUBD

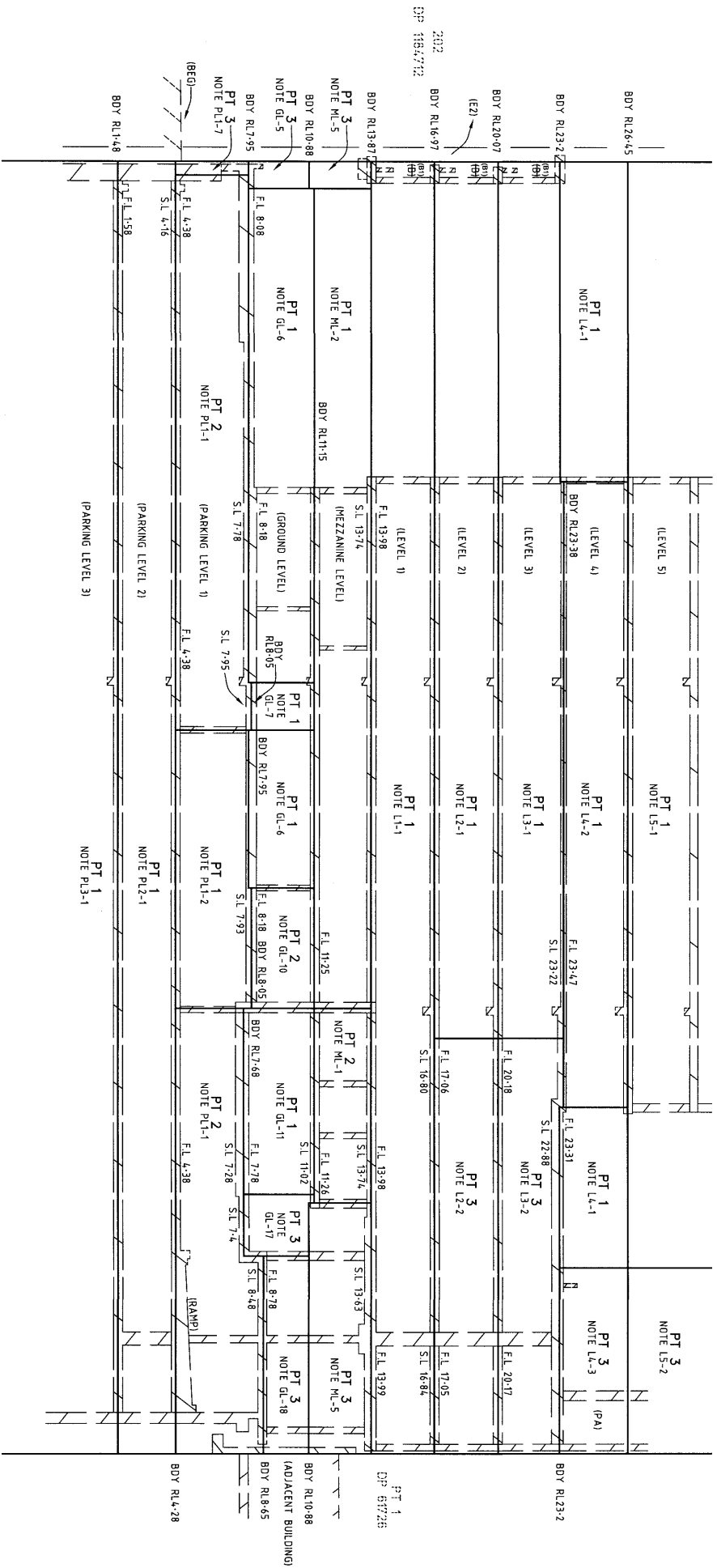
(E3) EASEMENT FOR OVERHANG 0.35 WIDE (DP1184712)

(ARCHITECTURAL EMBELLISHMENTS)  
NOT SHOWN

\\PARAMATTA\330CHURCH\ST\STRATUM SUB

(B) DENOTES BALCONY  
(PA) DENOTES POOL AREA  
F.L. DENOTES CONCRETE FLOOR LEVEL (APPROX.)  
S.L. DENOTES CONCRETE SOFFIT LEVEL (APPROX.)  
(BEO) DENOTES BROKEN EXCAVATED GROUND  
(E2) EASEMENT FOR OVERHANG 0.25 WIDE (DP184.712)

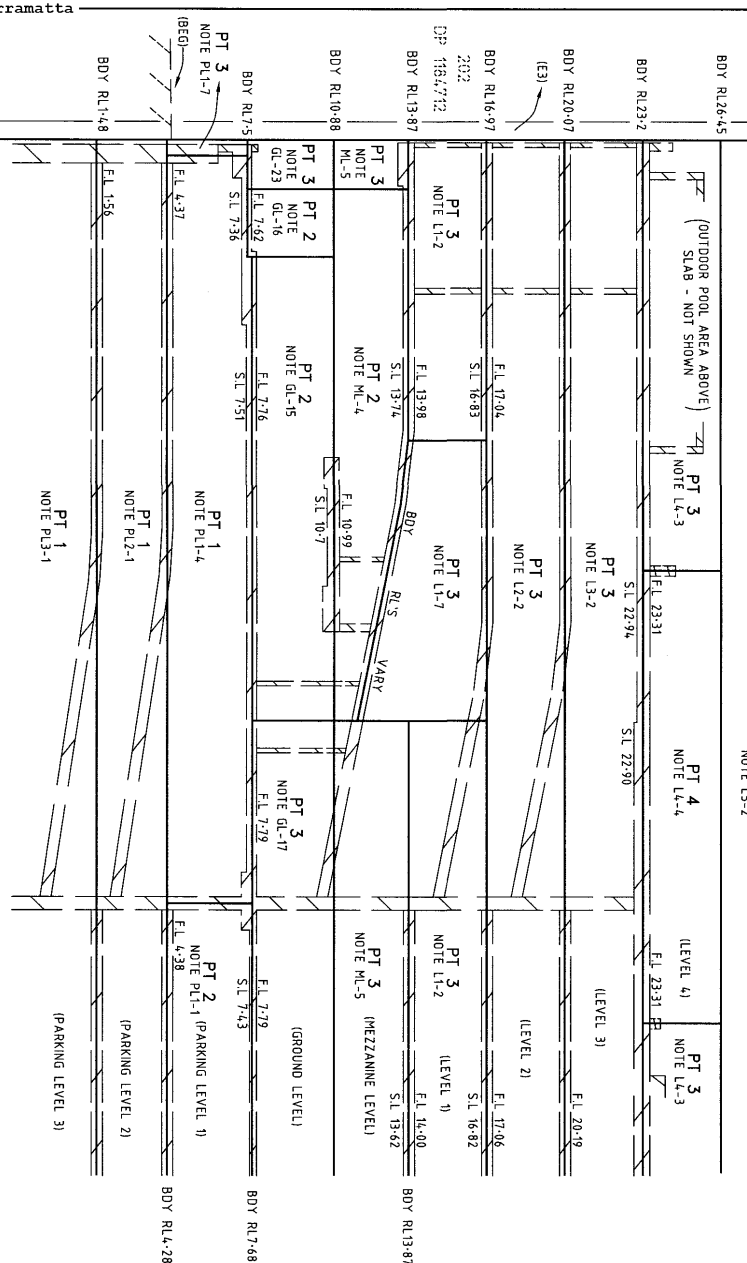
SECTION 'B'-'B'  
SCALE 1:50



|  |    |    |    |    |    |    |    |    |     |     |     |     |     |
|--|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10   | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm                                      |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Surveyor: Wayne Allen Diver-Tuck                 |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Date of Survey: 17/10/2016                       |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Surveyor's Ref: 124617-PARRA-STRATUM             |    |    |    |    |    |    |    |    |     |     |     |     |     |
| PLAN OF SUBDIVISION OF LOT 201 DP184.712         |    |    |    |    |    |    |    |    |     |     |     |     |     |
| LGA: PARRAMATTA                                  |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Locality: PARRAMATTA                             |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Subdivision No: SC194/2016                       |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Lengths are in metres. Reduction Ratio 1:5 SHEET |    |    |    |    |    |    |    |    |     |     |     |     |     |
| Registered                                       |    |    |    |    |    |    |    |    |     |     |     |     |     |
| 02.02.2017                                       |    |    |    |    |    |    |    |    |     |     |     |     |     |
| DP1225807  |    |    |    |    |    |    |    |    |     |     |     |     |     |

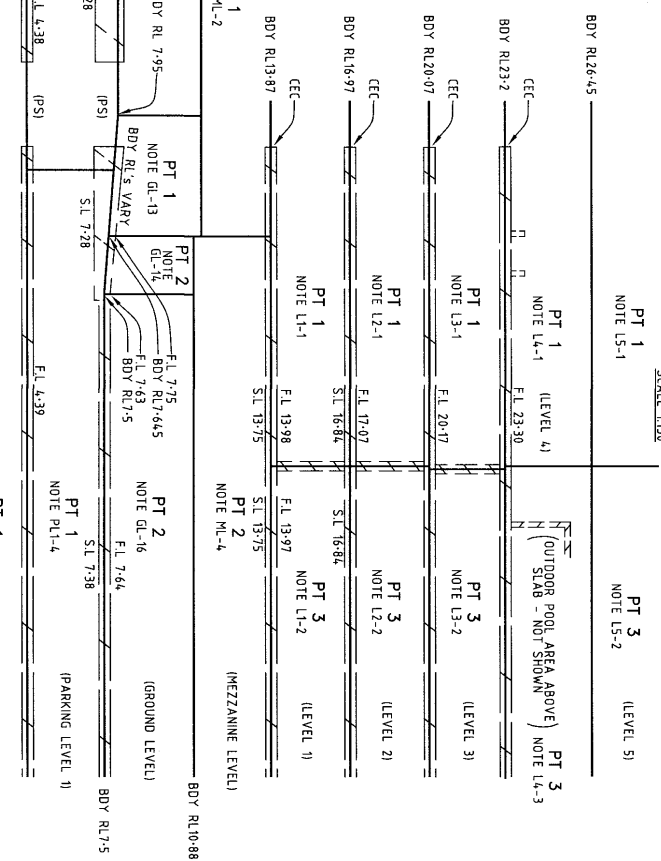
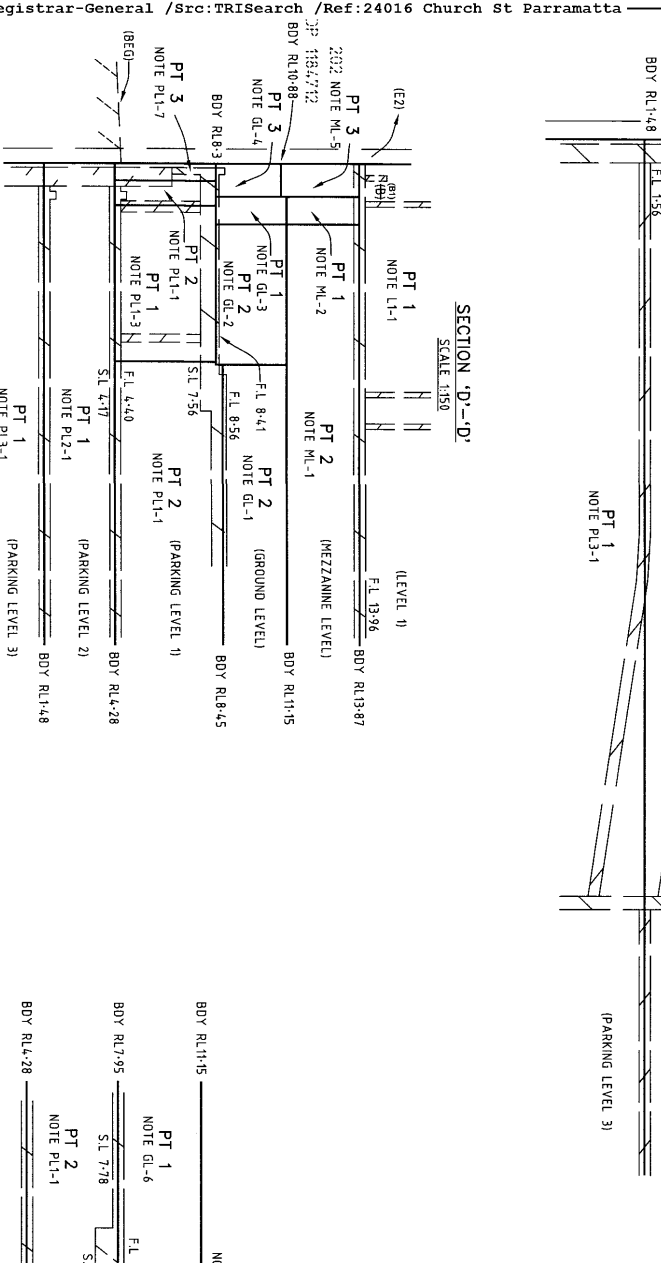
\\PARRAMATTA\330\CHURCH\STRATUM SUBD

SECTION 'C'-'-C'  
SCALE 1:150  
(ARCHITECTURAL EMBELLISHMENTS)  
NOT SHOWN



F.L. DENOTES CONCRETE FLOOR LEVEL (APPROX.)  
(M25) DENOTES CONCRETE SLOTH LEVEL (APPROX.)  
(P2) DENOTES PENETRATION IN CONCRETE SLAB  
C.C. DENOTES CURRENT EXTENT OF CONSTRUCTION  
(BEG) DENOTES BROKEN EXCAVATED GROUND  
(E2) EASEMENT FOR OVERHANG 0.25 WIDE (DP184.712)  
(E3) EASEMENT FOR OVERHANG 0.35 WIDE (DP184.712)

SECTION 'G'-'-G'  
SCALE 1:150



Surveyor: Wayne Allen Diver-Tuck  
Date of Survey: 17/10/2016  
Surveyor's Ref: 124647-PARRA-STRATUM

PLAN OF  
SUBDIVISION OF LOT 201 DP184.712

LOC: PARRAMATTA  
Locality: PARRAMATTA  
Subdivision No: SC/194/2016

Registered  
02.02.2017

DP1225807

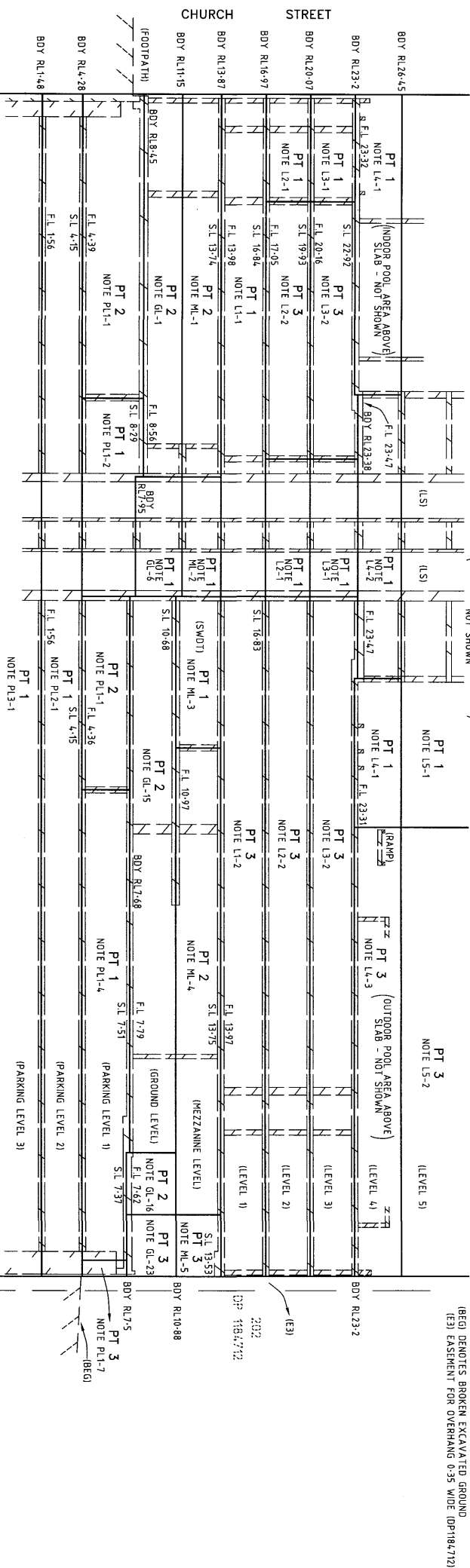
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 23 of 24 Sheets

SECTION 'E'-E'

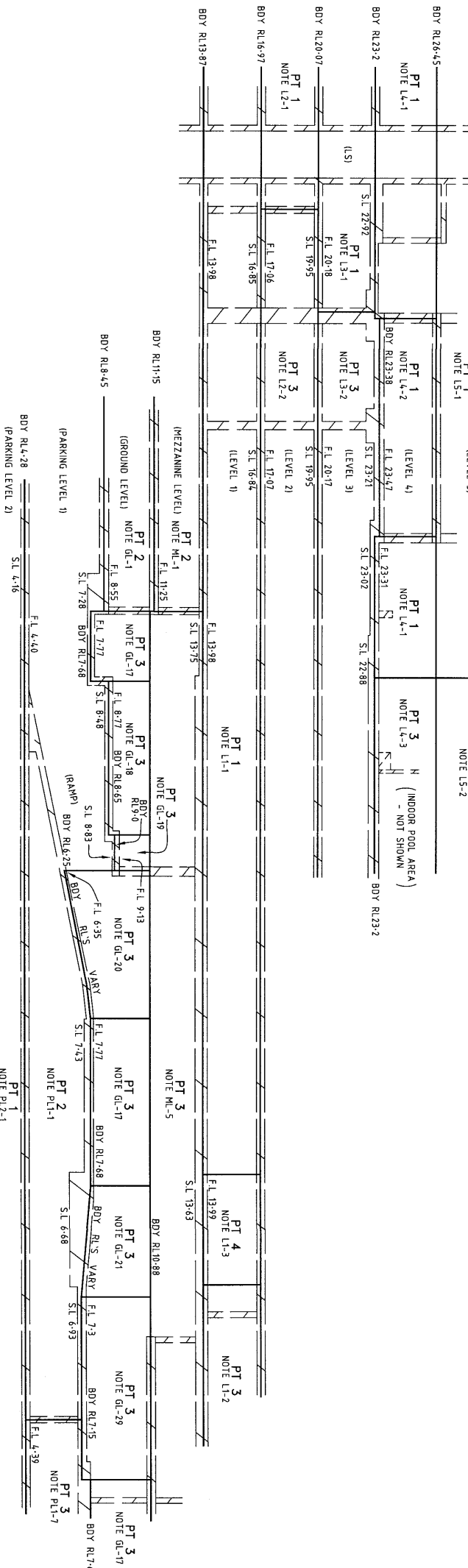
SCALE 1:200

(ARCHITECTURAL EMBELLISHMENTS)  
NOT SHOWN



SECTION 'F'-F'

SCALE 1:150



F.L. DENOTES CONCRETE FLOOR LEVEL (APPROX.)  
S.L. DENOTES CONCRETE SLOTTED LEVEL (APPROX.)  
(L.S.) DENOTES STORMWATER DETENTION TANK  
(S.W.D.) DENOTES BROKEN EXCAVATED GROUND  
(E.S.) EASEMENT FOR OVERHANG 0.35 WIDE (DP184/712)

|  |   |   |                          |           |
|--|---|---|--------------------------|-----------|
| Surveyor: Wayne Allen Diver-Tuck<br>Date of Survey: 17/10/2016<br>Surveyor's Ref: 124657-PARRA-STRATUM | PLAN OF<br>SUBDIVISION OF LOT 201 DP184/712 | LGA: PARRAMATTA<br>Locality: PARRAMATTA<br>Subdivision No: SC194/2016 | Registered<br>02.02.2017 | DP1225807 |
|--|---|---|--------------------------|-----------|

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

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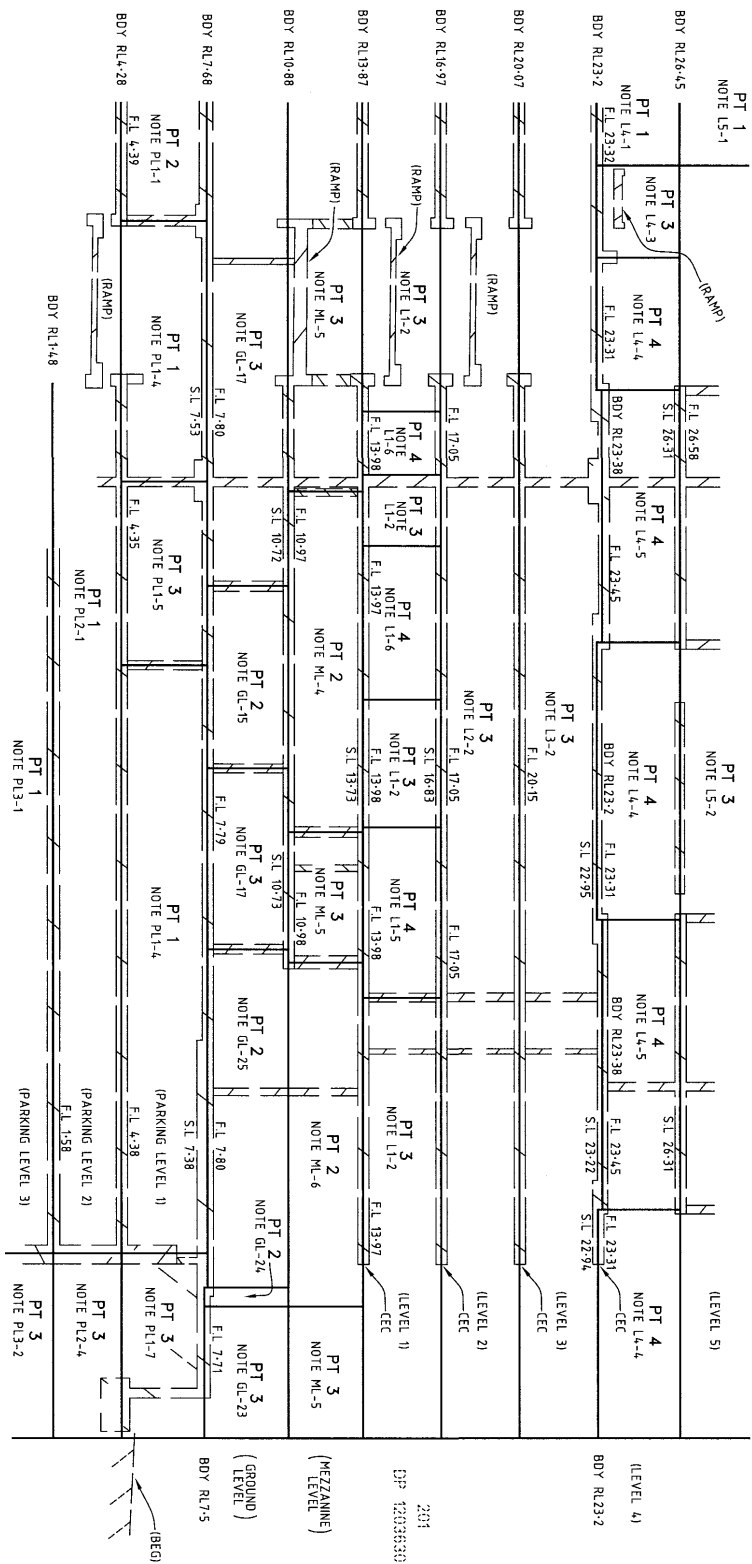
10 20 30 40 50 60 70 80 90 100 110 120 130 140

10 20 30 40 50 60 70 80 90 100 110 120 130 140

10 20 30 40 50 60 70 80 90 100 110 120 130 140

SECTION 'H'-H'

SCALE 1:150



F.L. DENOTES CONCRETE FLOOR LEVEL (APPROX.)  
S.L. DENOTES CONCRETE SOFFIT LEVEL (APPROX.)  
(BEG) DENOTES BROKEN EXCAVATED GROUND  
CEC DENOTES CURRENT EXTENT OF CONSTRUCTION

|   |   |   |                                  |                  |
|---|---|---|----------------------------------|------------------|
| <p>Surveyor: Wayne Allen Dwyer-Tuck<br/>Date of Survey: 17/10/2016<br/>Surveyor's Ref: 124657-PARRA-STRATUM</p> | <p>PLAN OF<br/>SUBDIVISION OF LOT 201 DP184,712</p> | <p>LGA: PARRAMATTA<br/>Locality: PARRAMATTA<br/>Subdivision No: SC/194/2016</p> | <p>Registered<br/>02.02.2017</p> | <p>DP1225807</p> |
|---|---|---|----------------------------------|------------------|

Lengths are in metres. Reduction Ratio 1: SHEET SEE



02.02.2017

DP1225807



## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  02.02.2017

Title System: TORRENS

Purpose: SUBDIVISION



DP1225807 S

PLAN OF

SUBDIVISION OF LOT 201 DP1184712

LGA: PARRAMATTA

Locality: PARRAMATTA

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: .....

File Number: .....

Office: .....

## Survey Certificate

I, Wayne Allen Diver-Tuck

of JBW Surveyors Pty Ltd ACN 001 149 373

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: 17/10/2016

~~\* (b) The part of the land shown in the plan (being/excluding ..... ) 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 the plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature Wayne Tuck Dated: 17/10/2016

Surveyor ID: 941

Datum Line: "X"-"Y" MGA

Type: Urban/Rural

The terrain is \*Level-Undulating/\*Steep Mountainous

\* 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.

## Subdivision Certificate

I, 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: M Leotta

Accreditation number: .....

Consent Authority: CITY OF PARRAMATTA COUNCIL

Date of Endorsement: 21/12/2016

Subdivision Certificate number: SC/194/2016

File number: .....

\* Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/compilation

|          |           |
|----------|-----------|
| DP61726  | DP447629  |
| DP163210 | DP646203  |
| DP217677 | DP788637  |
| DP228059 | DP1031459 |
| DP393866 | DP182728  |
| DP421172 | DP1190534 |
| DP421670 | DP1203630 |
|          | DP1184712 |

If space is insufficient continue on PLAN FORM 6A

SIGNATURES, SEALS and 88B STATEMENTS should appear on PLAN FORM 6A

SURVEYOR'S REFERENCE: 124647-PARRA-STRATUM

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  02.02.2017

DP1225807

PLAN OF

SUBDIVISION OF LOT 201 DP1184712

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 1950 Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC/194/2016Date of Endorsement: 21/12/2016

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT (1919), AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR ACCESS (ENTIRE LOT)
2. EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
3. EASEMENT FOR SERVICES (ENTIRE LOT)
4. EASEMENT FOR FIRE SERVICES (ENTIRE LOT)
5. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS (ENTIRE LOT)
6. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 SPRINKLER/HYDRANT PUMP & BACKUP GENERATOR ROOM (ENTIRE LOT)
7. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVELS 3 & 4 SPRINKLER TANK (ENTIRE LOT)
8. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS (ENTIRE LOT)
9. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER/HYDRANT ELECTRIC PUMP ROOM (ENTIRE LOT)
10. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RELAY BOOSTER ROOM (ENTIRE LOT)
11. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 SEWER PUMP ROOM FRESH AIR SUPPLY FAN (ENTIRE LOT)
12. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN COLD WATER PUMP & WATER METER ROOM (ENTIRE LOT)
13. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FRESH AIR SUPPLY FAN FOR LOBBY & WESTERN COLD WATER PUMP AND WATER METER ROOM (ENTIRE LOT)
14. EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET SHARED LIFT BETWEEN PARKING LEVEL 1 & LEVEL 1 (ENTIRE LOT)
15. EASEMENT FOR ACCESS AND USE OF THE EASTERN PARKING LEVEL 1 COLD WATER PUMP ROOM (ENTIRE LOT)
16. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM (ENTIRE LOT)
17. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM (ENTIRE LOT)
18. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITIONING UNIT (ENTIRE LOT)
19. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM FRESH AIR FAN (ENTIRE LOT)
20. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR FAN ROOM (ENTIRE LOT)
21. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITIONING UNIT (ENTIRE LOT)
22. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN GREASE ARRESTOR ROOM EXHAUST FAN (ENTIRE LOT)
23. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL BOOSTER CUPBOARD (ENTIRE LOT)
24. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL COMBINED VALVE & FIRE CONTROL ROOM (ENTIRE LOT)
25. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS SUPPLY ROOM (ENTIRE LOT)
26. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL RESIDENTIAL GARBAGE ROOM EXHAUST FAN (ENTIRE LOT)
27. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOADING DOCK (ENTIRE LOT)

CONTINUED ON SHEET 3

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-PARRA-STRATUM



## DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheet(s)

Office Use Only

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Registered:  02.02.2017

DP1225807

PLAN OF

SUBDIVISION OF LOT 201 DP1184712

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 1 of the administration sheets.

Subdivision Certificate No: SC/194/2016Date of Endorsement: 21/12/2016FROM SHEET 2

28. EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RETAIL & RESIDENTIAL CARPARK ENTRY SECURITY GATES (ENTIRE LOT)
29. EASEMENT FOR ACCESS AND USE OF THE RETAIL PARKING ENTRY TICKET MACHINE, CARD READER & INTERCOM (ENTIRE LOT)
30. EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RESIDENTIAL PARKING ENTRY SECURITY GATE CARD READER & INTERCOM (ENTIRE LOT)
31. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL MAIN GAS SUPPLY ROOM (ENTIRE LOT)
32. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
33. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL SERVICED APARTMENT, RESIDENTIAL & CHILDCARE CENTRE SECURITY GATES (ENTIRE LOT)
34. EASEMENT FOR ACCESS AND USE OF THE EAST TOWER SHARED LIFTS BETWEEN GROUND LEVEL & LEVEL 4 (ENTIRE LOT)
35. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL TOILETS EXHAUST FAN (ENTIRE LOT)
36. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL SUBSTATION #1 (ENTIRE LOT)
37. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL SUBSTATION #3 (ENTIRE LOT)
38. EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STORMWATER DETENTION TANK (ENTIRE LOT)
39. EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO GROUND LEVEL (ENTIRE LOT)
40. EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL RETAIL TOILETS SUPPLY AIR FAN (ENTIRE LOT)
41. EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL LOADING DOCK FAN (ENTIRE LOT)
42. EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL RETAIL & SERVICED APARTMENT TOILETS EXHAUST AIR FAN (ENTIRE LOT)
43. EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO GROUND LEVEL (ENTIRE LOT)
44. EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 AIR CONDITIONING UNIT FOR A RESIDENTIAL APARTMENT (ENTIRE LOT)
45. EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 TO LEVEL 3 EXTERNAL WALL SIGNAGE (ENTIRE LOT)
46. EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 AIR CONDITIONING UNITS FOR SERVICED APARTMENTS (ENTIRE LOT)
47. EASEMENT FOR ACCESS AND USE OF THE LEVEL 2 AIR CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS (ENTIRE LOT)
48. EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 AIR CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS (ENTIRE LOT)
49. EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR PLANT ROOM (ENTIRE LOT)
50. EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 CARPARK EXHAUST PLANT ROOMS (ENTIRE LOT)
51. EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR POOL PLANT ROOM (ENTIRE LOT)
52. EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR POOL HEATER ROOM (ENTIRE LOT)
53. EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR FAN ROOM (ENTIRE LOT)
54. EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 AIR CONDITIONING UNITS FOR RETAIL AREAS (ENTIRE LOT)
55. EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)

CONTINUED ON SHEET 4

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-PARRA-STRATUM



PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)

Office Use Only

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Registered:  02.02.2017

PLAN OF

SUBDIVISION OF LOT 201 DP1184712

DP1225807

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 1 of the administration sheets.

Subdivision Certificate No: SC1194/2016Date of Endorsement: 21/12/2016

## FROM SHEET 3

56. EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 MECHANICAL PLANT ROOM (ENTIRE LOT)
57. EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 EXTERNAL LANDSCAPED AREAS (ENTIRE LOT)
58. EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 OUTDOOR POOL (ENTIRE LOT)
59. EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT)
60. EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RESIDENTIAL PARKING EXIT CARD READER & INTERCOM (ENTIRE LOT)
61. EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND RESIDENTIAL PARKING ENTRY CARD READER & INTERCOM (ENTIRE LOT)
62. EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND CHILDCARE PARKING ENTRY CARD READER & INTERCOM (ENTIRE LOT)
63. EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND RESIDENTIAL PARKING EXIT CARD READER & INTERCOM (ENTIRE LOT)
64. EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND CHILDCARE PARKING EXIT CARD READER & INTERCOM (ENTIRE LOT)
65. EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 RESIDENTIAL PARKING COMPOUND ENTRANCE CARD READER (ENTIRE LOT)
66. EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 AIR CONDITIONING UNITS FOR THE CHILDCARE CENTRE (ENTIRE LOT)
67. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL RETAIL GARBAGE ROOM (ENTIRE LOT)

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY   |
|-----|------------|-------------|-------------|------------|
| 1   | 330        | CHURCH      | STREET      | PARRAMATTA |
| 2   | 332        | CHURCH      | STREET      | PARRAMATTA |
| 3   | 338        | CHURCH      | STREET      | PARRAMATTA |
| 4   | 336        | CHURCH      | STREET      | PARRAMATTA |

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-PARRA-STRATUM



\\PARRAMATTA\330CHURCHST\STRATUM SUBD \*

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  02.02.2017

DP1225807

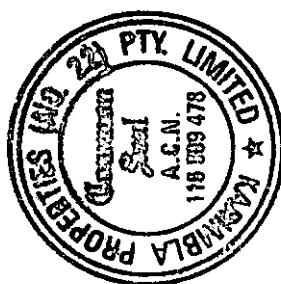
PLAN OF  
SUBDIVISION OF LOT 201 DP1184712

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 1 of the administration sheets.

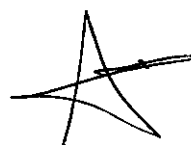
Subdivision Certificate No: SC/194/2016

Date of Endorsement: 21/12/2016



  
**SECRETARY**

ROBYN McCULLY



**DIRECTOR**

JAMES SIALEPIS

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-PARRA-STRATUM



\\PARRAMATTA\330CHURCHST\STRATUM SUBD

Instrument setting out terms of easements or profit 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 Conveyancing Act 1919

(Sheet 1 of 52 Sheets)



**DP1225807 B**


Plan of subdivision of Lot 201 DP 1184712 covered by  
 Subdivision Certificate No. *SC1194/2016*  
 Dated 21.12.2016

Full name and address of the owner  
 of the land:

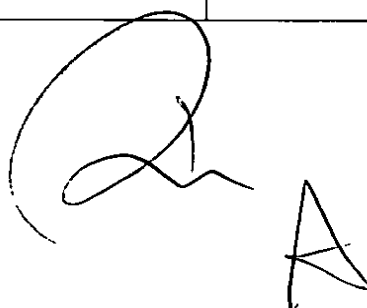
Karimbla Properties (No. 22) Pty Ltd ACN 115 509  
 478 of Level 11, 528 Kent Street, Sydney NSW 2000

**PART 1 (CREATION)**

| Number of item shown in the intention panel on the plan: | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited: |
|--|---|-------------------------------|---|
| 1.   | Easement for Access (Entire Lot)  | 1<br>2<br>3<br>4              | 2, 3, 4<br>1, 3, 4<br>1, 2, 4<br>1, 2, 3  |
| 2.   | Easement for Emergency Egress (Entire Lot)  | 1<br>2<br>3<br>4              | 2, 3, 4<br>1, 3, 4<br>1, 2, 4<br>1, 2, 3  |
| 3.   | Easement for Services (Entire Lot)  | 1<br>2<br>3<br>4              | 2, 3, 4<br>1, 3, 4<br>1, 2, 4<br>1, 2, 3  |
| 4.   | Easement for Fire Services (Entire Lot)   | 1<br>2<br>3<br>4              | 2, 3, 4<br>1, 3, 4<br>1, 2, 4<br>1, 2, 3  |
| 5.   | Easement for access and use of the Parking Level 4 Stormwater Pump Out Pits (Entire Lot)                            | 1                             | 2, 3, 4   |

  
 Council's Authorised Person

s88b for stratum subdivison (4)(5.12.16)



Instrument setting out terms of easements or profit 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 Conveyancing Act 1919


Lengths are in metres

(Sheet 2 of 52 Sheets)

**DP1225807**

Plan of subdivision of Lot 201 DP 1184712 covered by  
Subdivision Certificate No. *SC/194/2016*  
Dated 21.12.2016

|     |  |   |         |
|-----|--|---|---------|
| 6.  | Easement for access and use of the Parking Level 4 Sprinkler/Hydrant Pump & Backup Generator Room (Entire Lot)                               | 1 | 2, 3, 4 |
| 7.  | Easement for access and use of the Parking Levels 3 & 4 Sprinkler Tank (Entire Lot)  | 1 | 2, 3, 4 |
| 8.  | Easement for access and use of the Parking Level 3 Emergency Diesel Generators for the Parking Level 4 Stormwater Pump Out Pits (Entire Lot) | 1 | 2, 3, 4 |
| 9.  | Easement for access and use of the Parking Level 3 Sprinkler/Hydrant Electric Pump Room (Entire Lot)   | 1 | 2, 3, 4 |
| 10. | Easement for access and use of the Parking Level 2 Relay Booster Room (Entire Lot)   | 1 | 2, 3, 4 |
| 11. | Easement for access and use of the Parking Level 2 Sewer Pump Room Fresh Air Supply Fan (Entire Lot)   | 1 | 2       |

  
Council's Authorised Delegate



Instrument setting out terms of easements or profit 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 Conveyancing Act 1919


Lengths are in metres

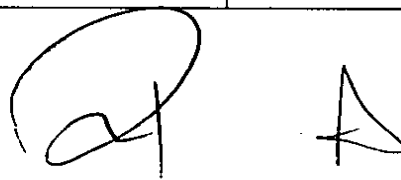
(Sheet 3 of 52 Sheets)

**DP1225807**

Plan of subdivision of Lot 201 DP 1184712 covered by  
Subdivision Certificate No. *SC194/2016*  
Dated 21.12.2016

|     |  |        |              |
|-----|--|--------|--------------|
| 12. | Easement for access and use of the Parking Level 1 Western Cold Water Pump & Water Meter Room<br>(Entire Lot)                                    | 1      | 2            |
| 13. | Easement for access and use of the Parking Level 1 Fresh Air Supply Fan for Lobby & Western Cold Water Pump and Water Meter Room<br>(Entire Lot) | 2      | 1, 4         |
| 14. | Easement for access and use of the Church Street Shared Lift between Parking Level 1 and Level 1<br>(Entire Lot)                                 | 1<br>2 | 2, 4<br>1, 4 |
| 15. | Easement for access and use of the Eastern Parking Level 1 Cold Water Pump Room<br>(Entire Lot)  | 3      | 4            |
| 16. | Easement for access and use of the Parking Level 1 Main Switch Room<br>(Entire Lot)  | 3      | 1, 2, 4      |
| 17. | Easement for access and use of the Parking Level 1 MDF Room<br>(Entire Lot)  | 3      | 1, 2, 4      |
| 18. | Easement for access and use of the Parking Level 1 MDF Room Air Conditioning Unit<br>(Entire Lot)  | 1      | 2, 3, 4      |

  
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Instrument setting out terms of easements or profit 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 Conveyancing Act 1919


Lengths are in metres

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**DP1225807**

Plan of subdivision of Lot 201 DP 1184712 covered by  
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|     |  |   |         |
|-----|--|---|---------|
| 19. | Easement for access and use of the Parking Level 1 Main Switch Room Fresh Air Fan (Entire Lot)           | 1 | 2, 3, 4 |
| 20. | Easement for access and use of the Parking Level 1 Supply Air Fan Room (Entire Lot)                      | 1 | 3       |
| 21. | Easement for access and use of the Parking Level 1 MDF Room Air Conditioning Unit (Entire Lot)           | 1 | 3       |
| 22. | Easement for access and use of the Parking Level 1 Eastern Grease Arrestor Room Exhaust Fan (Entire Lot) | 1 | 2       |
| 23. | Easement for access and use of the Ground Level Booster Cupboard (Entire Lot)                            | 2 | 1, 3, 4 |
| 24. | Easement for access and use of the Ground Level Combined Valve & Fire Control Room (Entire Lot)          | 1 | 2, 3, 4 |
| 25. | Easement for access and use of the Ground Level Gas Supply Room (Entire Lot)                             | 1 | 2       |

  
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Instrument setting out terms of easements or profit 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 Conveyancing Act 1919

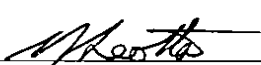
Lengths are in metres

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Plan of subdivision of Lot 201 DP 1184712 covered by  
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|     |   |   |         |
|-----|---|---|---------|
| 26. | Easement for access and use of the Ground Level Residential Garbage Room Exhaust Fan (Entire Lot)                           | 3 | 1       |
| 27. | Easement for access and use of the Ground Level Loading Dock (Entire Lot)   | 3 | 1, 2, 4 |
| 28. | Easement for access and use of the Below Ground Retail & Residential Carpark Entry Security Gates (Entire Lot)              | 3 | 1, 2    |
| 29. | Easement for access and use of the Retail Parking Entry Ticket Machine, Card Reader & Intercom (Entire Lot)                 | 3 | 2       |
| 30. | Easement for access and use of the Below Ground Residential Parking Entry Security Gate Card Reader & Intercom (Entire Lot) | 3 | 1       |
| 31. | Easement for access and use of the Ground Level Main Gas Supply Room (Entire Lot)   | 3 | 1, 2, 4 |

  
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Instrument setting out terms of easements or profit 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 Conveyancing Act 1919


Lengths are in metres



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|     |  |   |         |
|-----|--|---|---------|
| 32. | Easement for access and use of the Ground Level Stair Pressurisation Plant Room (Entire Lot)                                   | 3 | 1, 2, 4 |
| 33. | Easement for access and use of the Ground Level Serviced Apartment, Residential & Childcare Centre Security Gates (Entire Lot) | 3 | 1, 4    |
| 34. | Easement for access and use of the East Tower Shared Lifts between Ground Level & Level 4 (Entire Lot)                         | 3 | 4       |
| 35. | Easement for access and use of the Ground Level Toilets Exhaust Fan (Entire Lot)   | 2 | 3       |
| 36. | Easement for access and use of the Ground Level Substation # 1 (Entire Lot)  | 3 | 2, 4    |
| 37. | Easement for access and use of the Ground Level Substation # 3 (Entire Lot)  | 3 | 1       |
| 38. | Easement for access and use of the Mezzanine Level Stormwater Detention Tank (Entire Lot)                                      | 1 | 3, 4    |

  
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Lengths are in metres

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|     |  |   |         |
|-----|--|---|---------|
| 39. | Easement for access and use of the Mezzanine Level Stair Pressurisation Plant Room for Parking Level 4 to Ground Level<br>(Entire Lot) | 1 | 2, 3, 4 |
| 40. | Easement for access and use of the Mezzanine Level Retail Toilets Supply Air Fan<br>(Entire Lot)                                       | 3 | 2       |
| 41. | Easement for access and use of the Mezzanine Level Loading Dock Fan<br>(Entire Lot)  | 3 | 1, 2, 4 |
| 42. | Easement for access and use of the Mezzanine Level Retail & Serviced Apartment Toilets Exhaust Air Fan<br>(Entire Lot)                 | 2 | 3       |
| 43. | Easement for access and use of the Level 1 Stair Pressurisation Plant Room for Parking Level 4 to Ground Level<br>(Entire Lot)         | 1 | 2, 3, 4 |
| 44. | Easement for access and use of the Level 1 Air Conditioning Unit for A Residential Apartment<br>(Entire Lot)                           | 3 | 1       |

  
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Instrument setting out terms of easements or profit 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 Conveyancing Act 1919


Lengths are in metres

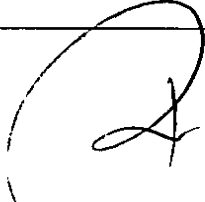

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Plan of subdivision of Lot 201 DP 1184712 covered by  
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|     |   |   |         |
|-----|---|---|---------|
| 45. | Easement for access and use of the Level 1 to Level 3 External Wall Signage (Entire Lot)                  | 1 | 2, 3, 4 |
| 46. | Easement for access and use of the Level 1 Air Conditioning Units for Serviced Apartments (Entire Lot)    | 4 | 3       |
| 47. | Easement for access and use of the Level 2 Air Conditioning Units for Residential Apartments (Entire Lot) | 3 | 1       |
| 48. | Easement for access and use of the Level 3 Air Conditioning Units for Residential Apartments (Entire Lot) | 3 | 1       |
| 49. | Easement for access and use of the Level 3 Supply Air Plant Room (Entire Lot)                             | 1 | 2, 3, 4 |
| 50. | Easement for access and use of the Level 3 Carpark Exhaust Plant Rooms (Entire Lot)                       | 3 | 1, 2, 4 |
| 51. | Easement for access and use of the Level 3 Outdoor Pool Plant Room (Entire Lot)                           | 3 | 1       |

  
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Lengths are in metres

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|     |   |        |         |
|-----|---|--------|---------|
| 52. | Easement for access and use of the Level 3 Outdoor Pool Heater Room (Entire Lot)                | 3      | 1       |
| 53. | Easement for access and use of the Level 3 Supply Air Fan Room (Entire Lot)                     | 3      | 1, 2, 4 |
| 54. | Easement for access and use of the Level 4 Air Conditioning Units for Retail Areas (Entire Lot) | 1<br>3 | 2<br>2  |
| 55. | Easement for access and use of the Level 4 Stair Pressurisation Plant Room (Entire Lot)         | 1      | 2, 3, 4 |
| 56. | Easement for access and use of the Level 4 Mechanical Plant Room (Entire Lot)                   | 1      | 2, 3, 4 |
| 57. | Easement for access and use of the Level 4 External Landscaped Areas (Entire Lot)               | 1<br>3 | 3<br>1  |
| 58. | Easement for access and use of the Level 4 Outdoor Pool (Entire Lot)                            | 3      | 1       |

  
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Instrument setting out terms of easements or profit 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 Conveyancing Act 1919

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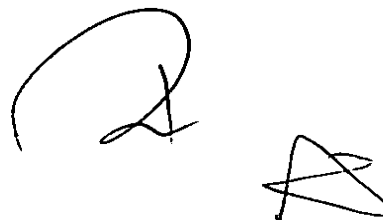
(Sheet 10 of 52 Sheets)

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|     |   |                  |  |
|-----|---|------------------|--|
| 59. | Easement for Construction Access & Construction Works (Entire Lot)  | 1<br>2<br>3<br>4 | 2, 3, 4<br>1, 3, 4<br>1, 2, 4<br>1, 2, 3 |
| 60. | Easement for access and use of the Below Ground Residential Parking Exit Card Reader & Intercom (Entire Lot)  | 2                | 1  |
| 61. | Easement for access and use of the Above Ground Residential Parking Entry Card Reader & Intercom (Entire Lot) | 3                | 1  |
| 62. | Easement for access and use of the Above Ground Childcare Parking Entry Card Reader & Intercom (Entire Lot)   | 3                | 2  |
| 63. | Easement for access and use of the Above Ground Residential Parking Exit Card Reader & Intercom (Entire Lot)  | 3                | 1  |
| 64. | Easement for access and use of the Above Ground Childcare Parking Exit Card Reader & Intercom (Entire Lot)    | 3                | 2  |

  
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|     |   |   |   |
|-----|---|---|---|
| 65. | Easement for access and use of the Level 1 Residential Parking Compound Entrance Card Reader (Entire Lot) | 3 | 1 |
| 66. | Easement for access and use of the Level 4 Air Conditioning Units for the Childcare Centre (Entire Lot)   | 3 | 4 |
| 67. | Easement for access and use of the Ground Level Retail Garbage Room (Entire Lot)                          | 2 | 4 |

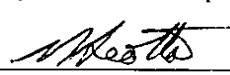
## PART 2 (TERMS)

### 1. TERMS OF EASEMENT FOR ACCESS NUMBERED 1 IN THE PLAN

- 1.1 Subject to the terms of this easement, the owner of the lot burdened grants to the owner of the lot benefited and any person authorised by the owner of the lot benefited full, free and unimpeded right to pass and repass across that part of the Common Areas of the lot burdened for all lawful purposes with or without vehicles or on foot only as appropriate that is constructed to a standard suitable for access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.
- 1.2 The owner of the lot burdened may temporarily suspend access and use of the Easement from time to time.
- 1.3 The provisions of clause 68 apply to this easement.

### 2. TERMS OF EASEMENT FOR EMERGENCY EGRESS NUMBERED 2 IN THE PLAN

- 2.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the

  
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owner of the lot benefited to pass and repass across the lot burdened by means only of the Emergency Egress during any emergency situation or for fire drill purposes.

2.2 The provisions of clause 68 apply to this easement.

**3. TERMS OF EASEMENT FOR SERVICES NUMBERED 3 IN THE PLAN**

3.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

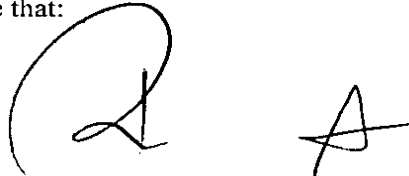
- (a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 3.2(b);
- (b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;
- (c) to enter upon, pass and repass over the lots burdened, together with any materials, tools and equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits;
- (d) to have Services travel along the Conduits; and
- (e) to have reasonable movement of air (whether from mechanical ventilation services or otherwise) across the burdened lot to the adjacent public roads, public reserve or private property).

3.2

- (a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.
- (b) The location of any other Conduits:
  - (i) must be approved in writing by the owner of the lot burdened (acting reasonably); and
  - (ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

3.3 The owner of the lot benefited must, at its cost, ensure that:

  
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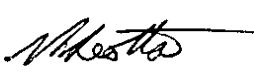
Lengths are in metres

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- 
- (a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);
  - (b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;
  - (c) any damage caused by the works to the lot burdened is immediately made good;
  - (d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;
  - (e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and
  - (f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.
- 3.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.
- 3.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.
- 3.6
- (a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.
  - (b) If the owner of the lot benefited fails to comply with the notice referred to in clause 3.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.
- 3.7
- (a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

  
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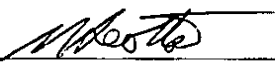
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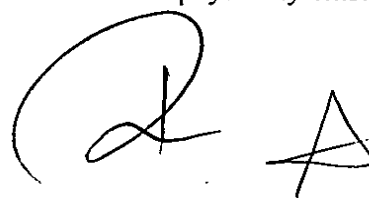
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- (b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:
- (i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and
  - (ii) the Conduits (in the case of the owner of the lot benefited).
- 3.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.
- 3.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.
- 3.10 The provisions of clause 68 apply to this easement.
- 4. TERMS OF EASEMENT FOR FIRE SERVICES NUMBERED 4 IN THE PLAN**
- 4.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:
- (a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 4.2(b);
  - (b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;
  - (c) to enter upon, pass and repass over the lots burdened, together with any equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits; and
  - (d) to have Fire Services travel along the Conduits.
- 4.2
- (a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

  
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- (b) The location of any other Conduits:
- (i) must be approved in writing by the owner of the lot burdened (acting reasonably); and
  - (ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

4.3 The owner of the lot benefited must, at its cost, ensure that:


- (a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);
- (b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;
- (c) any damage caused by the works to the lot burdened is immediately made good;
- (d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;
- (e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and
- (f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

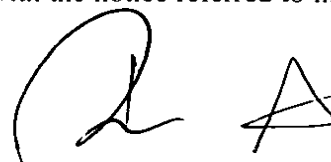
4.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

4.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

4.6

- (a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.
- (b) If the owner of the lot benefited fails to comply with the notice referred to in clause 4.6(a),

  
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the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

4.7

- (a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.
- (b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:
  - (i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and
  - (ii) the Conduits (in the case of the owner of the lot benefited).

4.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

4.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

4.10 The provisions of clause 68 apply to this easement.

**5. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4  
STORMWATER PUMP OUT PITS NUMBERED 5 IN THE PLAN**

5.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 4 Stormwater Pump Out Pits and using the Parking Level 4 Stormwater Pump Out Pits in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

5.2 The provisions of clause 68 apply to this easement.

  
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**6. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4  
SPRINKLER/HYDRANT PUMP & BACKUP GENERATOR ROOM NUMBERED 6 IN  
THE PLAN**

- 6.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 4 Sprinkler/Hydrant Pump & Backup Generator Room;
  - (b) install or allow to remain in the Parking Level 4 Sprinkler/Hydrant Pump & Backup Generator Room the plant and equipment intended to service or servicing the lot benefited;
  - (c) inspect, service, repair and replace the plant and equipment in the Parking Level 4 Sprinkler/Hydrant Pump & Backup Generator Room which the owner of the lot benefited owns or which service the lot benefited; and
  - (d) use the plant and equipment in the Parking Level 4 Sprinkler/Hydrant Pump & Backup Generator Room which the owner of the lot benefited owns or which service the lot benefited.

6.2 The provisions of clause 68 apply to this easement.


**7. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVELS 3 & 4  
SPRINKLER TANK NUMBERED 7 IN THE PLAN**

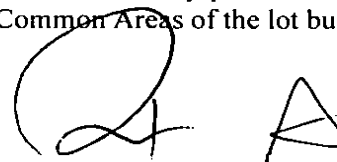
- 7.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Levels 3 & 4 Sprinkler Tank and using the Parking Levels 3 & 4 Sprinkler Tank in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

7.2 The provisions of clause 68 apply to this easement.

**8. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3  
EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 4 STORMWATER  
PUMP OUT PITS NUMBERED 8 IN THE PLAN**

- 8.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or

  
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without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 3 Emergency Diesel Generators for the Parking Level 4 Stormwater Pump Out Pits and using the Parking Level 3 Emergency Diesel Generators for the Parking Level 4 Stormwater Pump Out Pits in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

8.2 The provisions of clause 68 apply to this easement.

**9. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER/HYDRANT ELECTRIC PUMP ROOM NUMBERED 9 IN THE PLAN**

9.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

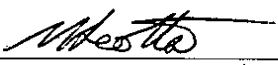
- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 3 Sprinkler/Hydrant Electric Pump Room;
- (b) install or allow to remain in the Parking Level 3 Sprinkler/Hydrant Electric Pump Room the plant and equipment intended to service or servicing the lot benefited;
- (c) inspect, service, repair and replace the plant and equipment in the Parking Level 3 Sprinkler/Hydrant Electric Pump Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Parking Level 3 Sprinkler/Hydrant Electric Pump Room which the owner of the lot benefited owns or which service the lot benefited.

9.2 The provisions of clause 68 apply to this easement.

**10. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RELAY BOOSTER ROOM NUMBERED 10 IN THE PLAN**

10.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Relay Booster Room;

  
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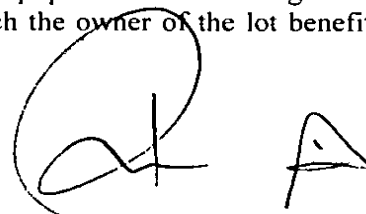
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- (b) install or allow to remain in the Parking Level 2 Relay Booster Room the plant and equipment intended to service or servicing the lot benefited;
  - (c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Relay Booster Room which the owner of the lot benefited owns or which service the lot benefited; and
  - (d) use the plant and equipment in the Parking Level 2 Relay Booster Room which the owner of the lot benefited owns or which service the lot benefited.
- 10.2 The provisions of clause 68 apply to this easement.
11. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 SEWER PUMP ROOM FRESH AIR SUPPLY FAN NUMBERED 11 IN THE PLAN**
- 11.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 2 Sewer Pump Room Fresh Air Supply Fan and using the Parking Level 2 Sewer Pump Room Fresh Air Supply Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.
- 11.2 The provisions of clause 68 apply to this easement.
12. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN COLD WATER PUMP & WATER METER ROOM NUMBERED 12 IN THE PLAN**
- 12.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Western Cold Water Pump and Water Meter Room;
  - (b) install or allow to remain in the Parking Level 1 Western Cold Water Pump and Water Meter Room the plant and equipment intended to service or servicing the lot benefited;
  - (c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Western Cold Water Pump and Water Meter Room which the owner of the lot benefited owns or which service the lot benefited; and

  
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- (d) use the plant and equipment in the Parking Level 1 Western Cold Water Pump and Water Meter Room which the owner of the lot benefited owns or which service the lot benefited.
- 12.2 The provisions of clause 68 apply to this easement.
13. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FRESH AIR SUPPLY FAN FOR LOBBY & WESTERN COLD WATER PUMP AND WATER METER ROOM NUMBERED 13 IN THE PLAN**
- 13.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Fresh Air Supply Fan for Lobby & Western Cold Water Pump and Water Meter Room and using the Parking Level 1 Fresh Air Supply Fan for Lobby & Western Cold Water Pump and Water Meter Room in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.
- 13.2 The provisions of clause 68 apply to this easement.
14. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET SHARED LIFT BETWEEN PARKING LEVEL 1 & LEVEL 1 NUMBERED 14 IN THE PLAN**
- 14.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Church Street Shared Lift between Parking Level 1 & Level 1 and using the Church Street Shared Lift between Parking Level 1 & Level 1 in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.
- 14.2 The provisions of clause 68 apply to this easement.
15. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE EASTERN PARKING LEVEL 1 COLD WATER PUMP ROOM NUMBERED 15 IN THE PLAN**
- 15.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Eastern Parking Level 1 Cold Water Pump Room;

  
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- (b) install or allow to remain in the Eastern Parking Level 1 Cold Water Pump Room the plant and equipment intended to service or servicing the lot benefited;
- (c) inspect, service, repair and replace the plant and equipment in the Eastern Parking Level 1 Cold Water Pump Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Eastern Parking Level 1 Cold Water Pump Room which the owner of the lot benefited owns or which service the lot benefited.

15.2 The provisions of clause 68 apply to this easement.

**16. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM NUMBERED 16 IN THE PLAN**

16.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:


- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Main Switch Room;
- (b) install or allow to remain in the Parking Level 1 Main Switch Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Main Switch Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Parking Level 1 Main Switch Room which the owner of the lot benefited owns or which service the lot benefited.

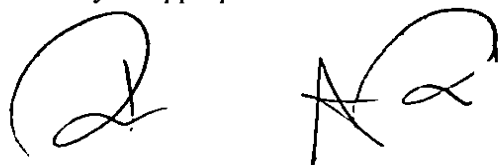
16.2 The provisions of clause 68 apply to this easement.

**17. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM NUMBERED 17 IN THE PLAN**

17.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without

  
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materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 MDF Room;

- (b) install or allow to remain in the Parking Level 1 MDF Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 MDF Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Parking Level 1 MDF Room which the owner of the lot benefited owns or which service the lot benefited.

17.2 The provisions of clause 68 apply to this easement.

**18. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITIONING UNIT NUMBERED 18 IN THE PLAN**

18.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 MDF Room Air Conditioning Unit and using the Parking Level 1 MDF Room Air Conditioning Unit in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

18.2 The provisions of clause 68 apply to this easement.

**19. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM FRESH AIR FAN NUMBERED 19 IN THE PLAN**

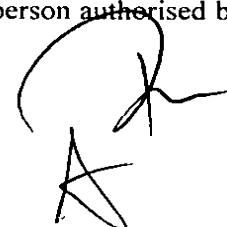
19.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Main Switch Room Fresh Air Fan and using the Parking Level 1 Main Switch Room Fresh Air Fan it in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

19.2 The provisions of clause 68 apply to this easement.

**20. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR FAN ROOM NUMBERED 20 IN THE PLAN**

20.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

  
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- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Supply Air Fan Room;
- (b) install or allow to remain in the Parking Level 1 Supply Air Fan Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Supply Air Fan Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Parking Level 1 Supply Air Fan Room which the owner of the lot benefited owns or which service the lot benefited.

20.2 The provisions of clause 68 apply to this easement.

**21. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM AIR CONDITONING UNIT NUMBERED 21 IN THE PLAN**


21.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 MDF Room Air Conditioning Unit and using the Parking Level 1 MDF Room Air Conditioning Unit in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

21.2 The provisions of clause 68 apply to this easement.

**22. TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN GREASE ARRESTOR ROOM EXHAUST FAN NUMBERED 22 IN THE PLAN**

22.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 Eastern Grease Arrestor Room Exhaust Fan and using the Parking Level 1 Eastern Grease Arrestor Room Exhaust Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

22.2 The provisions of clause 68 apply to this easement.



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**23. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL BOOSTER CUPBOARD NUMBERED 23 IN THE PLAN**

23.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Booster Cupboard;
- (b) install or allow to remain in the Ground Level Booster Cupboard the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Ground Level Booster Cupboard which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Ground Level Booster Cupboard which the owner of the lot benefited owns or which service the lot benefited.

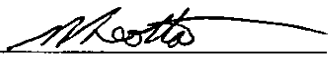
23.2 The provisions of clause 68 apply to this easement.

**24. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL COMBINED VALVE & FIRE CONTROL ROOM NUMBERED 24 IN THE PLAN**

24.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Combined Valve & Fire Control Room;
- (b) install or allow to remain in the Ground Level Combined Valve & Fire Control Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Ground Level Combined Valve & Fire Control Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Ground Level Combined Valve & Fire Control Room which the owner of the lot benefited owns or which service the lot benefited.

24.2 The provisions of clause 68 apply to this easement.

  
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**25. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS SUPPLY ROOM NUMBERED 25 IN THE PLAN**

- 25.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Gas Supply Room;
  - (b) install or allow to remain in the Ground Level Gas Supply Room the plant and equipment intended to service or servicing the lot benefited; and
  - (c) inspect, service, repair and replace the plant and equipment in the Ground Level Gas Supply Room which the owner of the lot benefited owns or which service the lot benefited; and
  - (d) use the plant and equipment in the Ground Level Gas Supply Room which the owner of the lot benefited owns or which service the lot benefited.

25.2 The provisions of clause 68 apply to this easement.

**26. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL RESIDENTIAL GARBAGE ROOM EXHAUST FAN NUMBERED 26 IN THE PLAN**

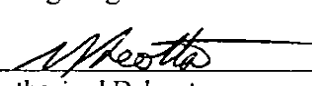
- 26.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Ground Level Residential Garbage Room Exhaust Fan and using the Ground Level Residential Garbage Room Exhaust Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

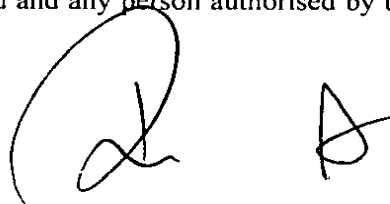
26.2 The provisions of clause 68 apply to this easement.

**27. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL LOADING DOCK NUMBERED 27 IN THE PLAN**

- 27.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass at all times with or without vehicles and materials, and equipment over the site of this easement for the purpose of accessing and using the Ground Level Loading Dock.

27.2 The rights granted to the owner of the lot benefited and any person authorised by the owner of the

  
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lot benefited include the right to temporarily leave items or goods (for a reasonable amount of time) in the Ground Level Loading Dock while awaiting pick up or delivery.

27.3 The provisions of clause 68 apply to this easement.

**28. TERMS OF EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RETAIL & RESIDENTIAL CARPARK ENTRY SECURITY GATES NUMBERED 28 IN THE PLAN**

28.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Below Ground Retail & Residential Carpark Entry Security Gates and using the Below Ground Retail & Residential Carpark Entry Security Gates in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

28.2 The provisions of clause 68 apply to this easement.

**29. TERMS OF EASEMENT FOR ACCESS AND USE OF THE RETAIL PARKING ENTRY TICKET MACHINE, CARD READER & INTERCOM NUMBERED 29 IN THE PLAN**


29.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Retail Parking Entry Ticket Machine, Card Reader & Intercom and to do anything reasonably necessary for that purpose.

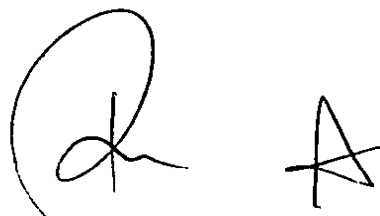
29.2 The provisions of clause 68 apply to this easement.

**30. TERMS OF EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RESIDENTIAL PARKING ENTRY SECURITY GATE CARD READER & INTERCOM NUMBERED 30 IN THE PLAN**

30.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Below Ground Residential Parking Entry Security Gate Card Reader & Intercom and to do anything reasonably necessary for that purpose.

30.2 The provisions of clause 68 apply to this easement.

  
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**31. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL MAIN GAS SUPPLY ROOM NUMBERED 31 IN THE PLAN**



- 31.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Main Gas Supply Room;
  - (b) install or allow to remain in the Ground Level Main Gas Supply Room the plant and equipment intended to service or servicing the lot benefited; and
  - (c) inspect, service, repair and replace the plant and equipment in the Ground Level Main Gas Supply Room which the owner of the lot benefited owns or which service the lot benefited; and
  - (d) use the plant and equipment in the Ground Level Main Gas Supply Room which the owner of the lot benefited owns or which service the lot benefited.

31.2 The provisions of clause 68 apply to this easement.

**32. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL STAIR PRESSURISATION ROOM NUMBERED 32 IN THE PLAN**  
*PLANT*

- 32.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Stair Pressurisation Plant Room;
  - (b) install or allow to remain in the Ground Level Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited; and
  - (c) inspect, service, repair and replace the plant and equipment in the Ground Level Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

  
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*Always return*



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- (d) use the plant and equipment in the Ground Level Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

32.2 The provisions of clause 68 apply to this easement.

**33. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL SERVICED APARTMENT, RESIDENTIAL & CHILDCARE CENTRE SECURITY GATES NUMBERED 33 IN THE PLAN**

33.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Ground Level Serviced Apartment, Residential & Childcare Centre Security Gates and using the Ground Level Serviced Apartment, Residential & Childcare Centre Security Gates in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

33.2 The provisions of clause 68 apply to this easement.

**34. TERMS OF EASEMENT FOR ACCESS AND USE OF THE EAST TOWER SHARED LIFTS BETWEEN GROUND LEVEL & LEVEL 4 NUMBERED 34 IN THE PLAN**

34.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the East Tower Shared Lifts between Ground Level & Level 4 and using the East Tower Shared Lifts between Ground Level & Level 4 in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

34.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must only exercise the rights under this easement related to movement of garbage between 6.00am to 8.00am and 5.00pm to 7.00pm only or as otherwise agreed to by the owner of the lot burdened.

34.3 The provisions of clause 68 apply to this easement.

**35. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL TOILETS EXHAUST FAN NUMBERED 35 IN THE PLAN**

35.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Ground Level Toilets Exhaust Fan and using the Ground Level Toilets Exhaust Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

  
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35.2 The provisions of clause 68 apply to this easement.

**36. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
SUBSTATION # 1 NUMBERED 36 IN THE PLAN**

36.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Substation # 1;
- (b) install or allow to remain in the Ground Level Substation # 1 plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Ground Level Substation # 1 which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Ground Level Substation # 1 which the owner of the lot benefited owns or which service the lot benefited.

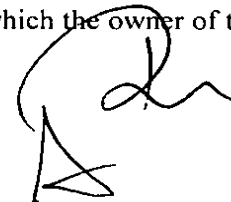
36.2 The provisions of clause 68 apply to this easement.

**37. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL  
SUBSTATION # 3 NUMBERED 37 IN THE PLAN**

37.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Substation # 3;
- (b) install or allow to remain in the Ground Level Substation # 3 plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Ground Level Substation # 3 which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Ground Level Substation # 3 which the owner of the lot

  
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benefited owns or which service the lot benefited.

37.2 The provisions of clause 68 apply to this easement.

**38. TERMS OF EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STORMWATER DETENTION TANK NUMBERED 38 IN THE PLAN**

38.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Mezzanine Level Stormwater Detention Tank and using the Mezzanine Level Stormwater Detention Tank in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

38.2 The provisions of clause 68 apply to this easement.

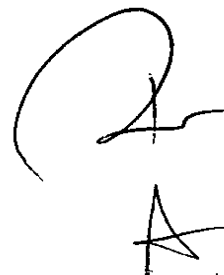
**39. TERMS OF EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO GROUND LEVEL NUMBERED 39 IN THE PLAN**

39.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Mezzanine Level Stair Pressurisation Plant Room for Parking Level 4 to Ground Level;
- (b) install or allow to remain in the Mezzanine Level Stair Pressurisation Plant Room for Parking Level 4 to Ground Level the plant and equipment intended to service or servicing the lot benefited;
- (c) inspect, service, repair and replace the plant and equipment in the Mezzanine Level Stair Pressurisation Plant Room for Parking Level 4 to Ground Level which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Mezzanine Level Stair Pressurisation Plant Room for Parking Level 4 to Ground Level which the owner of the lot benefited owns or which service the lot benefited.

39.2 The provisions of clause 68 apply to this easement.

  
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**40. TERMS OF EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL  
RETAIL TOILETS SUPPLY AIR FAN NUMBERED 40 IN THE PLAN**

40.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Mezzanine Level Retail Toilets Supply Air Fan and using the Mezzanine Level Retail Toilets Supply Air Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

40.2 The provisions of clause 68 apply to this easement.

**41. TERMS OF EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL  
LOADING DOCK FAN NUMBERED 41 IN THE PLAN**

41.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Mezzanine Level Loading Dock Fan and using the Mezzanine Level Loading Dock Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

41.2 The provisions of clause 68 apply to this easement.


**42. TERMS OF EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL  
RETAIL & SERVICED APARTMENT TOILETS EXHAUST AIR FAN NUMBERED 42 IN  
THE PLAN**

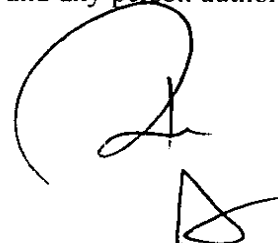
42.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Mezzanine Level Retail & Serviced Apartment Toilets Exhaust Air Fan and using the Mezzanine Level Retail & Serviced Apartment Toilets Exhaust Air Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

42.2 The provisions of clause 68 apply to this easement.

**43. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 STAIR  
PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO GROUND LEVEL  
NUMBERED 43 IN THE PLAN**

43.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

  
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- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 1 Stair Pressurisation Plant Room for Parking Level 4 to Ground Level;
- (b) install or allow to remain in the Level 1 Stair Pressurisation Plant Room for Parking Level 4 to Ground Level the plant and equipment intended to service or servicing the lot benefited;
- (c) inspect, service, repair and replace the plant and equipment in the Level 1 Stair Pressurisation Plant Room for Parking Level 4 to Ground Level which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Level 1 Stair Pressurisation Plant Room for Parking Level 4 to Ground Level which the owner of the lot benefited owns or which service the lot benefited.

43.2 The provisions of clause 68 apply to this easement.

**44. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 AIR CONDITIONING UNIT FOR A RESIDENTIAL APARTMENT NUMBERED 44 IN THE PLAN**

44.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Level 1 Air Conditioning Unit for a Residential Apartment and using the Level 1 Air Conditioning Unit for a Residential Apartment in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

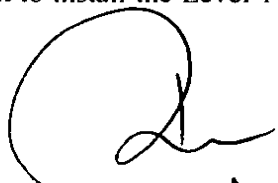
44.2 The provisions of clause 68 apply to this easement.

**45. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 TO LEVEL 3 EXTERNAL WALL SIGNAGE NUMBERED 45 IN THE PLAN**

45.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Level 1 to Level 3 External Wall Signage and using the Level 1 to Level 3 External Wall Signage easement site to do anything reasonably necessary for that purpose including the right to install the Level 1 to Level 3 External Wall Signage.

45.2 The provisions of clause 68 apply to this easement.

  
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**46. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 AIR  
CONDITIONING UNITS FOR SERVICED APARTMENTS NUMBERED 46 IN THE  
PLAN**

46.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Level 1 Air Conditioning Units for Serviced Apartments and using the Level 1 Air Conditioning Units for Serviced Apartments in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

46.2 The provisions of clause 68 apply to this easement.

**47. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 2 AIR  
CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS NUMBERED 47 IN THE  
PLAN**

47.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Level 2 Air Conditioning Units for Residential Apartments and using the Level 2 Air Conditioning Units for Residential Apartments in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

47.2 The provisions of clause 68 apply to this easement.

**48. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 AIR  
CONDITIONING UNITS FOR RESIDENTIAL APARTMENTS NUMBERED 48 IN THE  
PLAN**

48.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Level 3 Air Conditioning Units for Residential Apartments and using the Level 3 Air Conditioning Units for Residential Apartments in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

48.2 The provisions of clause 68 apply to this easement.

  
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**49. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR PLANT ROOM NUMBERED 49 IN THE PLAN**

49.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:


- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 3 Supply Air Plant Room;
- (b) install or allow to remain in the Level 3 Supply Air Plant Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Level 3 Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Level 3 Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited.

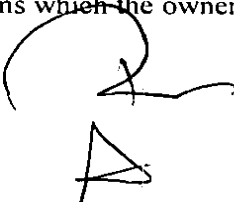
49.2 The provisions of clause 68 apply to this easement.

**50. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 CARPARK EXHAUST PLANT ROOMS NUMBERED 50 IN THE PLAN**

50.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 3 Carpark Exhaust Plant Rooms;
- (b) install or allow to remain in the Level 3 Carpark Exhaust Plant Rooms the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Level 3 Carpark Exhaust Plant Rooms which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Level 3 Carpark Exhaust Plant Rooms which the owner of the lot benefited owns or which service the lot benefited.

  
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50.2 The provisions of clause 68 apply to this easement.

**51. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR POOL PLANT ROOM NUMBERED 51 IN THE PLAN**

51.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:


- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 3 Outdoor Pool Plant Room;
- (b) install or allow to remain in the Level 3 Outdoor Pool Plant Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Level 3 Outdoor Pool Plant Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Level 3 Outdoor Pool Plant Room which the owner of the lot benefited owns or which service the lot benefited.

51.2 The provisions of clause 68 apply to this easement.

**52. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 OUTDOOR POOL HEATER ROOM NUMBERED 52 IN THE PLAN**

52.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 3 Outdoor Pool Heater Room;
- (b) install or allow to remain in the Level 3 Outdoor Pool Heater Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Level 3 Outdoor Pool Heater Room which the owner of the lot benefited owns or which service the lot benefited; and

  
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- (d) use the plant and equipment in the Level 3 Outdoor Pool Heater Room which the owner of the lot benefited owns or which service the lot benefited.

52.2 The provisions of clause 68 apply to this easement.

**53. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR FAN ROOM NUMBERED 53 IN THE PLAN**

53.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

- (a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 3 Supply Air Fan Room;
- (b) install or allow to remain in the Level 3 Supply Air Fan Room the plant and equipment intended to service or servicing the lot benefited; and
- (c) inspect, service, repair and replace the plant and equipment in the Level 3 Supply Air Fan Room which the owner of the lot benefited owns or which service the lot benefited; and
- (d) use the plant and equipment in the Level 3 Supply Air Fan Room which the owner of the lot benefited owns or which service the lot benefited.

53.2 The provisions of clause 68 apply to this easement.

**54. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 AIR CONDITIONING UNITS FOR RETAIL AREAS NUMBERED 54 IN THE PLAN**

54.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Level 4 Air Conditioning Units for Retail Areas and using the Level 4 Air Conditioning Units for Retail Areas in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

54.2 The provisions of clause 68 apply to this easement.



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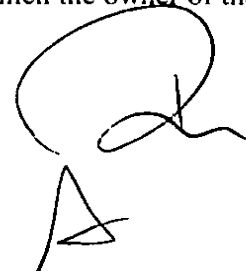
**55. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 STAIR PRESSURISATION PLANT ROOM NUMBERED 55 IN THE PLAN**

- 55.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 4 Stair Pressurisation Plant Room;
  - (b) install or allow to remain in the Level 4 Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited; and
  - (c) inspect, service, repair and replace the plant and equipment in the Level 4 Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and
  - (d) use the plant and equipment in the Level 4 Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.
- 55.2 The provisions of clause 68 apply to this easement.

**56. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 MECHANICAL PLANT ROOM NUMBERED 56 IN THE PLAN**

- 56.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 4 Mechanical Plant Room;
  - (b) install or allow to remain in the Level 4 Mechanical Plant Room the plant and equipment intended to service or servicing the lot benefited; and
  - (c) inspect, service, repair and replace the plant and equipment in the Level 4 Mechanical Plant Room which the owner of the lot benefited owns or which service the lot benefited; and
  - (d) use the plant and equipment in the Level 4 Mechanical Plant Room which the owner of the lot benefited owns or which service the lot benefited.
- 56.2 The provisions of clause 68 apply to this easement.

  
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**57. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 EXTERNAL LANDSCAPED AREAS NUMBERED 57 IN THE PLAN**


- 57.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:
- (a) pass and repass by foot only over the lot burdened by the most practicable direct route over the Common Areas to access the Level 4 External Landscaped Area; and
  - (b) pass and repass across and remain on the Level 4 External Landscaped Area (for the period reasonably necessary).
- 57.2 The owner of the lot burdened, acting reasonably and having regard to the nature of use and activity carried out of the Level 4 External Landscaped Area, may remove or refuse entry to the owner of the lot benefited and any person authorised by the owner of the lot benefited if they are not adequately clothed, under the influence of alcohol or drugs or behave in a manner reasonably likely to cause alarm, offence or embarrassment to the owner or occupier of the lot burdened.
- 57.3 The provisions of clause 68 apply to this easement.

**58. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 OUTDOOR POOL NUMBERED 58 IN THE PLAN**

- 58.1 Full, free and unimpeded right for the owner of the lot benefited to use the Level 4 Outdoor Pool for its intended purpose.
- 58.2 The owner of the lot burdened, acting reasonably and having regard to the nature of use and activity carried out of the Level 4 Outdoor Pool, may remove or refuse entry to the owner of the lot benefited and any person authorised by the owner of the lot benefited if they are not adequately clothed, under the influence of alcohol or drugs or behave in a manner reasonably likely to cause alarm, offence or embarrassment to the owner or occupier of the lot burdened.
- 58.3 The provisions of clause 68 apply to this easement.

**59. TERMS OF EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS NUMBERED 59 IN THE PLAN**

- 59.1 This Easement provides construction access through the lot burdened for the purpose of completion of construction of the buildings on the lot benefited.
- 59.2 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to access, remain on and pass and repass by vehicle and on foot as

  
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appropriate across the easement site (for the period reasonably necessary) with or without materials, tools and equipment for the purposes of permitting the owner of the lot benefited and any person authorised by the owner of the lot benefited to conduct construction works, maintenance, reinstatement and/or renewal ("Works") within the lot including without limit:

- (a) permitting cranes, construction hoists, concrete pumping pipes and any other construction items to remain or pass through the lot burdened;
- (b) permitting cranes to remain on the lot burdened and to oversail in the airspace above the lot burdened; and
- (c) permitting all works to be carried out to complete the construction of the buildings and development on the lot benefited.

59.3 The owner of the lot benefited must, at its cost, ensure that:

- (a) reasonable safety measures are taken in relation to the Works (including erecting, where necessary, protective hoardings);
- (b) all reasonable precautions are taken to ensure that as little damage as possible is done by the Works to the lot burdened;
- (c) any damage caused by the Works to the lot burdened is immediately make good or as quickly as reasonably practicable;
- (d) the nature and extent of the Works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened; and
- (e) as soon as reasonably possible after carrying out of the Works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the Works.

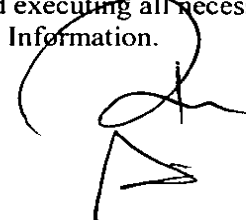
59.4 The owner of the lot benefited must ensure that any Works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all relevant authorities and Laws.

59.5 The owner of the lot benefited must notify the owner of the lot burdened in writing when the Works have been completed.

59.6 This Easement expires on the date of the notice referred to in clause 59.5 and the owner of the lot burdened and the owner of the lot benefited must take all reasonable steps to remove this Easement from the title of the lot burdened, including but not limited to preparing and executing all necessary documents and producing the relevant certificates at the Land and Property Information.



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- 59.7 The provisions of clause 68 apply to this easement.
60. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE BELOW GROUND RESIDENTIAL PARKING EXIT CARD READER & INTERCOM NUMBERED 60 IN THE PLAN**
- 60.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Below Ground Residential Parking Exit Card Reader & Intercom and to do anything reasonably necessary for that purpose.
- 60.2 The provisions of clause 68 apply to this easement.
61. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND RESIDENTIAL PARKING ENTRY CARD READER & INTERCOM NUMBERED 61 IN THE PLAN**
- 61.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Above Ground Residential Parking Entry Card Reader & Intercom and to do anything reasonably necessary for that purpose.
- 61.2 The provisions of clause 68 apply to this easement.
62. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND CHILDCARE PARKING ENTRY CARD READER & INTERCOM NUMBERED 62 IN THE PLAN**
- 62.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Above Ground Childcare Parking Entry Card Reader & Intercom and to do anything reasonably necessary for that purpose.
- 62.2 The provisions of clause 68 apply to this easement.

  
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**63. TERMS OF EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND RESIDENTIAL PARKING EXIT CARD READER & INTERCOM NUMBERED 63 IN THE PLAN**

63.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Above Ground Residential Parking Exit Card Reader & Intercom and to do anything reasonably necessary for that purpose.

63.2 The provisions of clause 68 apply to this easement.

**64. TERMS OF EASEMENT FOR ACCESS AND USE OF THE ABOVE GROUND CHILDCARE PARKING EXIT CARD READER & INTERCOM NUMBERED 64 IN THE PLAN**

64.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Above Ground Childcare Parking Exit Card Reader & Intercom and to do anything reasonably necessary for that purpose.

64.2 The provisions of clause 68 apply to this easement.


**65. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 RESIDENTIAL PARKING COMPOUND ENTRANCE CARD READER NUMBERED 65 IN THE PLAN**

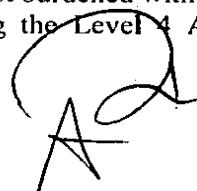
65.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Level 1 Residential Parking Compound Entrance Card Reader and to do anything reasonably necessary for that purpose.

65.2 The provisions of clause 68 apply to this easement.

**66. TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 AIR CONDITIONING UNITS FOR THE CHILDCARE CENTRE NUMBERED 66 IN THE PLAN**

66.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Level 4 Air

  
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Conditioning Units for the Childcare Centre and to do anything reasonably necessary for that purpose.

66.2 The provisions of clause 68 apply to this easement.

**67. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL RETAIL GARBAGE ROOM NUMBERED 67 IN THE PLAN**

67.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to

- (a) pass and repass with or without vehicles or on foot only as appropriate over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Retail Garbage Room; and
- (b) use the Ground Level Retail Garbage Room for the purposes of collecting, storing and disposing of garbage materials from the lot benefited.

67.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must always leave the lot burdened in a clean and tidy condition, which includes without limit, immediately removing any rubbish and cleaning any spillage. If the owner of the lot benefited or any person authorised by the owner of the lot benefited fails to comply with this subclause, the owner of the lot burdened may clean and tidy the lot burdened at the cost of the owner of the lot benefited, which must be paid by the owner of the lot benefited within 7 days of written notice to the owner of the lot benefited.

67.3 The provisions of clause 68 apply to this easement.

**68. INTERPRETATION**

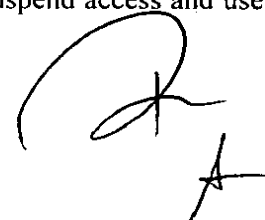
68.1 The provisions of this clause 68 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 68 or part thereof applies to that easement.

68.2 Subject to clause 68.3 and the temporary restriction and suspension of access as provided for in the terms of the easement, access under this easement must be available 24 hours per day subject to such security requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.

68.3 Prior to the owner of the lot burdened exercising its right to temporarily suspend access and use of easement:



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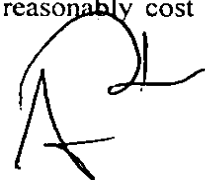
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- (a) the owner of the lot burdened shall provide at least forty eight (48) hours prior notice to the owner of the lot benefited and/or the authority benefited; and
- (b) if requested by the owner of the lot benefited and/or the authority benefited, the owner of the lot burdened shall use its reasonable endeavours to provide alternative arrangements for access and use of the easement and all parties agree to act reasonably and in good faith to agree on an alternate arrangement for access and use of the easement.
- 68.4 If any person exercises or purports to exercise the rights granted by this easement, that person:
- (a) enters upon the lot burdened at his/her own risk;
- (b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;
- (c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;
- (d) must comply with any rules made by the owner of the lot burdened in respect of this easement;
- (e) must cause as little damage as is practicable to the lot burdened and any Improvements on it and if damage is caused, to restore the lot burdened and any Improvements on it as nearly as practicable to their condition prior before the damage occurred; and
- (f) must not obstruct the use of the lot burdened.
- 68.5 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement including but not limited to, Shared Area/Facility Costs (as that term is defined in the Building Management Statement) in the proportions set out in the Building Management Statement and pay their contribution in the manner and at the times stipulated in the Building Management Statement.
- 68.6 Where the owner of the lot burdened conducts any repairs and/or alterations to the lot burdened which may affect the rights of the owner of the lot benefited and any person authorised by the owner of the lot benefited to enjoy the rights under this easement, the owner of the lot burdened must (except in the case of and for the duration of any emergency):
- (a) ensure that as far as practicable the rights granted under this easement is maintained; and
- (b) consult in good faith with the owner of the lot benefited in relation to the nature and timing of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost

  
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effective, efficient and safe manner.

68.7 Despite any other provisions in this easement:

- (a) the Building Management Committee may restrict access across and through the lot burdened including but not limited to:
  - (i) limiting the access rights created by this easement to specific areas and locations within the lot burdened;
  - (ii) limiting the times during which the owner of the lot benefited and any person authorised by the owner of the lot benefited may use the access rights created by this easement; and/or
  - (iii) imposing such other conditions on the access rights created by the easement as are consistent with the cost effective, efficient, safe and effective use of the lot burdened and the lot benefited; and
- (b) where a lot burdened is or becomes a Strata Scheme, access across and through the lot burdened is restricted to the Common Property of that Strata Scheme.

68.8 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.

68.9 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.

68.10 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement and the Building Management Statement. This easement and the Building Management Statement prevail to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.

68.11 If there is an inconsistency between the Building Management Statement and this easement, the Building Management Statement prevails to the extent of the inconsistency.

  
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68.12 Unless the contrary intention appears in the text of this Instrument, the following terms have the following meaning in this Instrument:

**"Above Ground Childcare Parking Entry Card Reader & Intercom"** means the childcare parking entry card reader and intercom located on ground level of the building constructed on the lot burdened.

**"Above Ground Childcare Parking Exit Card Reader & Intercom"** means the childcare parking exit card reader and intercom located on ground level of the building constructed on the lot burdened.

**"Above Ground Residential Parking Entry Card Reader & Intercom"** means the residential parking entry card reader and intercom located on ground level of the building constructed on the lot burdened.

**"Above Ground Residential Parking Exit Card Reader & Intercom"** means the residential parking exit card reader and intercom located on ground level of the building constructed on the lot burdened.

**"Below Ground Residential Parking Entry Security Gate Card Reader & Intercom"** means the residential parking entry security gate card reader and intercom located on ground level of the building constructed on the lot burdened.

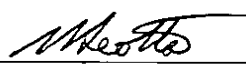
**"Below Ground Residential Parking Exit Card Reader & Intercom"** means the residential parking exit card reader and intercom located on parking level 1 of the building constructed on the lot burdened.

**"Below Ground Retail & Residential Carpark Entry Security Gates"** means the retail & residential carpark entry security gates located on ground level of the building constructed on the lot burdened.

**"building constructed on the lot burdened"** means the building known as "Altitude Apartments" in the Building Management Statement.

**"Building Management Committee"** means the committee formed under the Building Management Statement.

**"Building Management Statement"** means the building management statement created pursuant to the *Conveyancing Act 1919* in relation to Lots 1, 2, 3 and 4 in the Plan and where a lot burdened or benefited is or becomes a Strata Scheme, a reference to "Building Management Statement" means a reference to the Strata Management Statement.

  
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**“Church Street Shared Lift between Parking Level 1 & Level 1”** means the Church Street shared lift located on parking level and level 1 of the building constructed on the lot burdened.

**“Common Areas”** means those portions of the building constructed on the lot burdened which are designed or are permitted for common use by the owners or occupiers of the same, their tenants and invitees and/or the public.

**“Conduits”** means:

- (a) in respect of easement numbered 3, all apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps and air plenum: and
- (b) in respect of easement numbered 4, means all apparatus or any one or more apparatus necessary for the transmission of Fire Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps, water supply, fire panels, smoke hazard management system and evacuation and intercommunication system.

**“East Tower Shared Lifts between Ground Level & Level 4”** means the East Tower shared lifts located on ground level, levels 1, 2, 3 and 4 of the building constructed on the lot burdened

**“Eastern Parking Level 1 Cold Water Pump Room”** means the cold water pump room located on eastern parking level 1 of the building constructed on the lot burdened.

**“Emergency Egress”** means the fire stairs, passages and fire exit corridors in the lot burdened.


**“Ground Level Booster Cupboard”** means the booster cupboard located on ground level of the building constructed on the lot burdened.

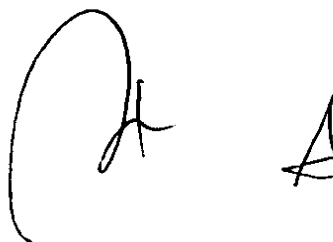
**“Ground Level Combined Valve & Fire Control Room”** means the combined valve & fire control room located on ground level of the building constructed on the lot burdened.

**“Ground Level Gas Supply Room”** means the gas supply room located on ground level of the building constructed on the lot burdened.

**“Ground Level Loading Dock”** means the loading dock located on the ground level of the building constructed on the lot burdened.

**“Ground Level Main Gas Supply Room”** means the main gas supply room located on ground level of the building constructed on the lot burdened.

  
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**“Ground Level Residential Garbage Room Exhaust Fan”** means the residential garbage room exhaust fan located on ground level of the building constructed on the lot burdened.

**“Ground Level Retail Garbage Room”** means the retail garbage room located on ground level of the building constructed on the lot burdened.

**“Ground Level Serviced Apartment, Residential & Childcare Centre Security Gates”** means the serviced apartment, residential & childcare centre security gates located on ground level of the building constructed on the lot burdened.

**“Ground Level Stair Pressurisation Plant Room”** means the stair pressurisation plant room located on ground level of the building constructed on the lot burdened.

**“Ground Level Substation # 1”** means substation # 1 located on ground level of the building constructed on the lot burdened.

**“Ground Level Substation # 3”** means substation # 3 located on ground level of the building constructed on the lot burdened.

**“Ground Level Toilets Exhaust Fan”** means the toilets exhaust fan located on ground level of the building constructed on the lot burdened.

**“Fire Services”** means all services in relation to fire safety.

**“Improvements”** means all structures, improvements, equipment and fixtures constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings).


**“Instrument”** means this instrument under section 88B of the *Conveyancing Act 1919* and includes the Plan.

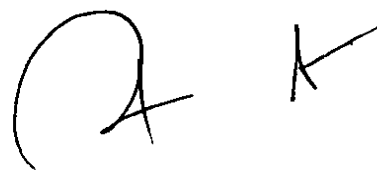
**“Level 1 Air Conditioning Unit for A Residential Apartment”** means the air conditioning unit for a residential apartment located on level 1 of the building constructed on the lot burdened.

**“Level 1 Air Conditioning Units for Serviced Apartments”** means the air conditioning units for serviced apartments located on level 1 of the building constructed on the lot burdened.

**“Level 1 Residential Parking Compound Entrance Card Reader”** means the residential parking compound entrance card reader located on level 1 of the building constructed on the lot burdened.

**“Level 1 Stair Pressurisation Plant Room for Parking Level 4 to Ground Level”** means the stair pressurisation plant room for parking level 4 to ground level located on level 1 of the building

  
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constructed on the lot burdened.

**“Level 1 to Level 3 External Wall Signage”** means the external wall signage located on levels 1 to 3 of the building constructed on the lot burdened.

**“Level 2 Air Conditioning Units for Residential Apartments”** means the air conditioning units for residential apartments located on level 2 of the building constructed on the lot burdened.

**“Level 3 Air Conditioning Units for Residential Apartments”** means the air conditioning units for residential apartments located on level 3 of the building constructed on the lot burdened.

**“Level 3 Carpark Exhaust Plant Rooms”** means the carpark exhaust plant rooms located on level 3 of the building constructed on the lot burdened.

**“Level 3 Outdoor Pool Heater Room”** means the outdoor pool heater room located on level 3 of the building constructed on the lot burdened.

**“Level 3 Outdoor Pool Plant Room”** means the outdoor pool plant room located on level 3 of the building constructed on the lot burdened.

**“Level 3 Supply Air Fan Room”** means the supply air fan room located on level 3 of the building constructed on the lot burdened.

**“Level 3 Supply Air Plant Room”** means the supply air plant room located on level 3 of the building constructed on the lot burdened.

**“Level 4 Air Conditioning Units for the Childcare Centre”** means the air conditioning units for the childcare centre located on level 4 of the building constructed on the lot burdened.

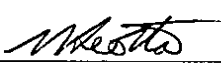
**“Level 4 Air Conditioning Units for Retail Areas”** means the air conditioning units for retail areas located on level 4 of the building constructed on the lot burdened.

**“Level 4 External Landscaped Areas”** means the external landscaped area located on level 4 of the building constructed on the lot burdened.

**“Level 4 Mechanical Plant Room”** means the mechanical plant room located on level 4 of the building constructed on the lot burdened.

**“Level 4 Outdoor Pool”** means the outdoor pool located on level 4 of the building constructed on the lot burdened.

**“Level 4 Stair Pressurisation Plant Room”** means the stair pressurisation plant room located on

  
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level 4 of the building constructed on the lot burdened.

**“Mezzanine Level Loading Dock Fan”** means the loading dock fan located on the mezzanine level of the building constructed on the lot burdened.

**“Mezzanine Level Retail & Serviced Apartment Toilets Exhaust Air Fan”** means the retail & serviced apartment toilets exhaust air fan located on the mezzanine level of the building constructed on the lot burdened.

**“Mezzanine Level Retail Toilets Supply Air Fan”** means the retail toilets supply air fan located on the mezzanine level of the building constructed on the lot burdened.

**“Mezzanine Level Stair Pressurisation Plant Room for Parking Level 4 to Ground Level”** means the stair pressurisation plant room for parking level 4 to ground level located on the mezzanine level of the building constructed on the lot burdened.

**“Mezzanine Level Stormwater Detention Tank”** means the stormwater detention tank located on the mezzanine level of the building constructed on the lot burdened.

**“owner of the lot benefited”** means every person who is at any time entitled to an estate or interest in the lot benefited, including without limitation, any freehold or leasehold estate or interest in possession in the lot benefited and each part of the lot benefited and any Owners Corporation in relation to the lot benefited.

**“owner of the lot burdened”** means every person who is at any time entitled to an estate or interest in the lot burdened, including without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened and any Owners Corporation in relation to the lot burdened.

**“Owners Corporation”** means an owners corporation constituted under the *Strata Schemes Management Act 1996* and any similar body corporate service with the same functions and purposes as an owners corporation.

**“Plan”** means the deposited plan registered together with this Instrument.

**“Parking Level 1 Eastern Grease Arrestor Room Exhaust Fan”** means the eastern grease arrestor room exhaust fan located on parking level 1 of the building constructed on the lot burdened.

**“Parking Level 1 Fresh Air Supply Fan for Lobby & Western Cold Water Pump and Water Meter Room”** means the fresh air supply fan for lobby & western cold water pump and water meter room located on parking level 1 of the building constructed on the lot burdened.

  
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**"Parking Level 1 Main Switch Room"** means the main switch room located on parking level 1 of the building constructed on the lot burdened.

**"Parking Level 1 Main Switch Room Fresh Air Fan"** means the main switch room fresh air fan located on parking level 1 of the building constructed on the lot burdened.

**"Parking Level 1 MDF Room"** means the mains distribution frame room located on the parking level 1 of the building constructed on the lot burdened.

**"Parking Level 1 MDF Room Air Conditioning Unit"** means the mains distribution frame room air conditioning unit located on the parking level 1 of the building constructed on the lot burdened.

**"Parking Level 1 MDF Room Air Conditioning Unit"** means the mains distribution frame air conditioning unit located on parking level 1 of the building constructed on the lot burdened.

**"Parking Level 1 Supply Air Fan Room"** means the supply air fan room located on parking level 1 of the building constructed on the lot burdened.

**"Parking Level 1 Western Cold Water Pump & Water Meter Room"** means the western cold water pump and water meter room located on parking level 1 of the building constructed on the lot burdened.

**"Parking Level 2 Relay Booster Room"** means the relay booster room located on parking level 2 of the building constructed on the lot burdened.

**"Parking Level 2 Sewer Pump Room Fresh Air Supply Fan"** means the sewer pump room fresh air supply fan located on parking level 2 of the building constructed on the lot burdened.

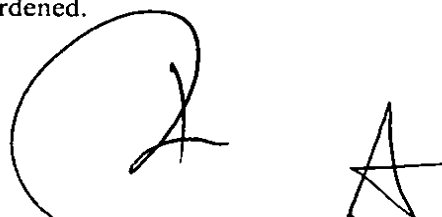
**"Parking Level 3 Emergency Diesel Generators for the Parking Level 4 Stormwater Pump Out Pits"** means the Emergency Diesel Generators for the Parking Level 4 Stormwater Pump Out Pits located on parking Level 3 of the building constructed on the lot burdened.

**"Parking Level 3 Sprinkler/Hydrant Electric Pump Room"** means the sprinkler/hydrant electric pump room located on parking level 3 of the building constructed on the lot burdened.

**"Parking Levels 3 & 4 Sprinkler Tank"** means the sprinkler tank located on parking levels 3 and 4 of the building constructed on the lot burdened.

**"Parking Level 4 Stormwater Pump Out Pits"** means the stormwater pump out pits located on parking level 4 of the building constructed on the lot burdened.

  
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**“Parking Level 4 Sprinkler/Hydrant Pump & Backup Generator Room”** means the sprinkler/hydrant pump & backup generator room located on parking level 4 of the building constructed on the lot burdened.

**“Retail Parking Entry Ticket Machine, Card Reader & Intercom”** means the retail parking entry ticket machine, card reader and intercom located on ground level of the building constructed on the lot burdened.

**“Services”** means all services involving the transmission of water, gas, electricity, telephone, sewerage, drainage, security, monitoring, lighting, closed circuit television video and audio services, all services involving communications, air-conditioning, exhaust air, stormwater, mechanical ventilation and all other services of whatever kind as are or may be reasonably necessary from time to time for use of the lot benefited and all buildings and structures erected on or within the lot benefited.

**“Strata Management Statement”** means the strata management statement created pursuant to the *Strata Schemes (Freehold Development) Act 1973* in relation to a strata plan applying to Lots 1, 2, 3 and 4 in the Plan.

  
Council's Authorised Delegate





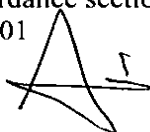
Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

(Sheet 52 of 52 Sheets)

DP1225807

Plan of subdivision of Lot 201 DP 1184712 covered by  
Subdivision Certificate No. SC/194/2016  
Dated 21.12.2016

EXECUTED by **KARIMBLA  
PROPERTIES (NO. 22) PTY LTD ACN  
115 509 478** in accordance section 127 of the  
Corporations Act 2001



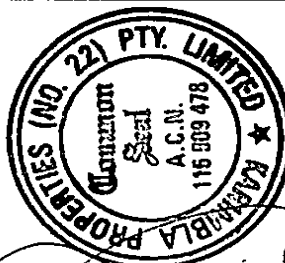
Signature of Authorised Person

**DIRECTOR**

Office held

**JAMES SIALEPIS**

Name of Authorised Person (please print)



Signature of Authorised Person

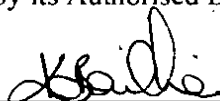
**SECRETARY**

Office held

**ROBYN McCULLY**

Name of Authorised Person (please print)

EXECUTED on behalf of  
**CITY OF PARRAMATTA COUNCIL**  
by its Authorised Delegate



Signature of Witness

**KATHY BAILLY**

Name of Witness (please print)

**126 CHURCH ST. PARRAMATTA**

Address of Witness



Signature of Authorised Delegate

**MARK LEOTA**

Name of Authorised Delegate (please print)

02.02.2017



REGISTERED

Council's Authorised Delegate



**CITY OF  
PARRAMATTA**

Authorised Officer as Delegate of City of Parramatta Council pursuant  
to Section 377 of Local Government Act 1993

Signature of Delegate: 

Name of Delegate: **MARK LEOTA**

Position of Delegate: **MANAGER-DEVELOPMENT & TRAFFIC**

Signature of Witness: 

Name of Witness: **KATHY BAILLY**

Address of Witness: **126 CHURCH ST. PARRAMATTA**



Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAW:**

**AN818686X**

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 | For the common property<br>CP/SP 94469 |   |                   |
| (B) LODGED BY     | Document<br>Collection<br>Box<br>3308  | Name, Address or DX, Telephone, and Customer Account Number if any<br>PRUDENTIAL INVESTMENT COMPANY OF<br>AUSTRALIA P/LTD<br>DX 11643 SYDNEY DOWNTOWN.<br>Reference: F1112 139 235 - NSP 02 9263 9974 | CODE<br><b>CH</b> |

- (C) The Owners-Strata Plan No. 94469 certify that a special resolution was passed on 2/5/2018 & 9/7/2018
- (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-LAWS 1 & 2  
Amended by-law No. BY-LAWS 9, 16 & 23

as fully set out below:

See annexure

cl

- (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. 94469 was affixed on 23/10/2018 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:

Name:

Lisa Branson

Authority:

Duly Authorised Officer - NSW Strata Management P/L  
Strata Managing Agent

Signature:

Name:

Authority:

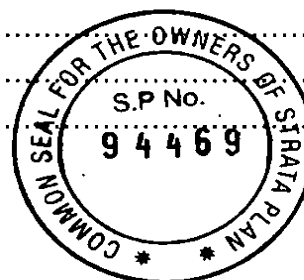


## ANNEXURE A

### **STRATA PLAN 94469**

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## **1. Noise**

1.1 An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

## **2. Vehicles**

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the Written approval of the owners corporation.

2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1

2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

(a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked on common property or in visitor carparking space contrary to by-law 2.1;

(i) the power to remove the vehicle from the common property or visitor carparking space; and/or

(ii) the power to clamp the wheel(s) of the vehicle.

(b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

2.5 For the purposes of section 651B(1) of *Local Government Act 1993*, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.4 in relation to any vehicle owned by them.

## **3. Obstruction of common property**

3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

## **4. Damage to lawns and plants on common property**

4.1 An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

## **5. Damage to common property**

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

5.2 An approval given by the owners corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

## **6. Behaviour of owners and occupiers**

6.1 An owner or occupier of a lot when on common property must be adequately clothed and must not 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.

## **7. Children playing on common property in building**

7.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8. Behaviour of invitees**

8.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **9. Depositing rubbish and other material on common property**

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

9.2 The owners corporation is empowered to follow the directions provide in the Act or Regulations in respect of disposal of abandoned goods, **including shopping trolleys**.

9.3 Where the owners corporation can provide evidence, that the abandoned goods belonged to a lot owner or a tenant of an owner of a lot, **or where a shopping trolley is abandoned or used on common property or other part of the complex**, the owner of a lot must pay the costs incidental to the owners corporation and its servants and agents for having any abandoned goods removed, collected and/or disposed of (including without limitation strata management fees and legal fees) which are recoverable by the owners corporation as a debt due by the owner of the lot on their levy account.

## **10. Drying of laundry items**

10.1 An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

## **11. Cleaning windows and doors**

11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

## **12. Storage of inflammable liquids and other substances and materials**

12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

## **13. Moving furniture and other objects on or through the common property**

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

## **14. Floor coverings**

14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

## **15. Garbage removal**

15.1 An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage,
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time at which garbage is normally collected,
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

## **16. Keeping of animals**

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the owners corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

- If you have a disability under the Guide, Hearing and Assistance Dogs Act 2009 and rely on your animal, you can keep a dog in your property. However, it should be notified to the Owners Corporation.
- Pets (including Dogs) of more than 20kg are prohibited in the Building.
- All dogs must have all the vaccinations up to date and be registered in NSW.
- The person keeping the animal must control their animal's behaviour, and the behaviour is not to cause any nuisance on the rest of the residents (i.e. excessive barking).
- The animal is not allowed on the common property, except for the purpose of being taken in or out of the Building.
- The animal must be kept in good health and free from fleas and parasites.
- If the resident is not the owner of the lot, the landlord must provide its approval in writing to the Owners Corporation.

## **17. Appearance of lot**

17.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

## **18. Notice board**

18.1 The owners corporation must cause a notice board to be affixed to some part of the common property.



## **19. Change in use of lot to be notified**

19.1 An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **20. Provision of amenities or services**

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the owners corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot,

## **21. Use of lifts**

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

## **22. Maintenance of building and common property**

22.1 The owners corporation in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973, the Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to:

- (a) replace the enclosure of the lifts every 8 years,
- (b) paint the outside of the building on at least one occasion in every period of 7 years,
- (c) replace the carpet in the common property of the building every 7 years,
- (d) repaint the inside of the building every 5 years,
- (e) replace all fittings in the common property of the building every 5 years,
- (f) repaint and refurbish the pool and pool areas every 4 years,
- (g) replace the carpet in the lifts every 3 years and,
- (h) reseal the concrete driveways every 3 years, and
- (i) overhaul and repair all gymnasium equipment every 2 years,
- (j) clean all windows and window frames every 6 months.

22.2 Before performing or appointing any person to perform any inspection of the common property, the owners corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

## **23. Pool**

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.

23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.

23.5 The owners corporation may make rules regarding the pool.

23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

- (a) smoking, eating or drinking,
- (b) consuming alcohol,
- (c) using bottles or glass or any other container or cup made by any material other than plastic,
- (d) running, jumping or diving,
- (e) using balls, boogie boards or large inflated objects,
- (f) using soap, bubble bath or shampoo, oil, essence or any other substance likely to interfere with the peaceful enjoyment of other residents.
- (g) be inadequately clothed, and
- (h) nude bathing,
- (i) playing music or making excessive noise which may interfere with the peaceful enjoyment of other residents.

23.7 The owners corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the owners corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

- (a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and
- (b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the owners corporation by the original owner.

## **24. Air conditioning**

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot.

24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:

- (a) proper maintenance and keeping it in a state of good and serviceable repair,
- (b) installation and removal,
- (c) replacement at reasonable intervals or as necessary,
- (d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and

(e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

24.5 The proprietor of a lot whose air-conditioning condenser are not within their lot but within a carspace or storage area of another lot will when requested by that lot owner remove at his costs the air conditioning condenser.

## **25. Facilities**

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

## **26. Commercial signs**

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.

26.2 All commercial signage in the development must be of identical size and dimensions.

26.3 The owners corporation shall have the right to remove any signage that does not comply with this by-law.

## **27. Consent to use**

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the owners corporation provided that all relevant statutory approvals have been obtained.

27.2 The owners corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

## **28. Caretaker**

28.1 The owners corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation,
- (c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
- (d) providing a letting, property management and sales service,
- (e) supervising owners corporation employees and contractors,
- (f) providing cleaning, pool cleaning and gardening services to the owners corporation,
- (g) supervising the strata scheme generally,
- (h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The owners corporation may provide any consent necessary to, or requested by, the caretaker, including:

- (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker's agreement,
- (b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,
- (c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
  - (i) the caretaker, or
  - (ii) the caretaker's financier, or
- (d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

28.4 The owners corporation may:

- (a) grant any consent given under by-law 28.3 with such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.3,

- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the owners corporation's consent,
- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
  - (i) the caretaker's area is the area specified in a plan:
    - (A) attached to these by-laws,
    - (B) attached to the caretaker agreement, or
    - (C) executed on behalf of either the owners corporation or executive committee and the caretaker,
  - (ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,
  - (iii) the owners corporation will pay operating costs in relation to the caretaker area, and
  - (iv) this by-law 28.4(f) may only be varied or repealed with the prior written consent of the caretaker, and
- (g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.5 The owners corporation may not, without the prior written consent of any current caretaker;

- (a) enter into more than 1 caretaker agreement, or
- (b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the owners corporation for use by the caretaker.

## **29. Letting businesses**

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the owners corporation), conduct or participate in the conduct of:

- (a) the business of a letting agent, or
- (b) the business of a pooled rent agency, or

(c) the business of on site Caretaker, or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or

(iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

29.2 The owners corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

### **30. Storeroom**

30.1 Meriton Property Services Pty Ltd ACN 115 511 281 or its related company ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:

(a) a right of exclusive use and enjoyment of the Storeroom, and

(b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.

### **31. Access key**

31.1 If the owners corporation restricts access to parts of the common property, the owners corporation may give an owner or occupier of a lot and "access key". The owners corporation may charge an owner of a lot a (\$50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

(a) take all reasonable steps not to lose access keys,

(b) return all access keys to the owners corporation if they are not needed or if any occupier of a lot vacates the building,

(c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the owners corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the owners corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

(a) copy an access key

(b) give access keys

31.5 Access keys belong to the owners corporation.

### **32. Balconies**

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

- (a) it will not cause damage, or is not likely to cause damage, or
- (b) it is not dangerous, a nuisance or a hazard.

32.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

- (a) properly maintain the soil and plants in the planter boxes, and
- (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

### **33. Enclosed balconies**

33.1 The owner or occupier of a lot must not, without the consent of the owners corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

### **34. Building safety**

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

### **35. Commercial waste**

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

### **36. Government charges**

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

### **37. Interpretation**

37.1 In these by-laws:

- (a) a singular word includes the plural and vice versa,
- (b) a word which suggests one gender includes the other genders, and
- (c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

### **38. Litigation**

38.1 Any decision for the owners corporation to:

- (a) commence;
- (b) cross claim or counter claim in; or
- (c) appeal

proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by a Special Resolution of the owners. This by-law does not apply in respect of any proceedings or action by the owners corporation to recover arrears of strata levies from an owner.

### **39. Maintenance contracts**

39.1 The owners corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the owners corporation must maintain at all times current service contracts in respect of:

- (a) mechanical ventilation;
- (b) air conditioning;
- (c) hydraulics;
- (d) lifts;
- (e) fire safety services; and
- (f) essential services

in the building.

39.3 The owners corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Constructions Services (NSW) Pty Ltd ("Builder") or the developer:

- (a) provide copies of the service contracts;
- (b) provide evidence of the payments made by the owners corporation to the specialist consultants or contractors under the service contracts; and
- (b) provide evidence of compliance by the owners corporation of by law 39.3;

39.5 For a period of 7 years from the date the Strata Scheme is established, the owners corporation must:

- (a) keep the Builder promptly informed of any defects in the building; and



(b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the owners corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.

#### **40. Overcrowding**

40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by law.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

#### **41. Security**

The owners corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

#### **42. Annual certification**

At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;
2. lift maintenance and annual certification;
3. air-conditioning maintenance and annual certification.

#### **43. Adaptable lot**

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the owner corporation must, at its cost, install electro-magnetic devices to the nearest garbage chute room door to comply with AS1428.

#### **44. Fire sprinklers and restriction on storeroom**

44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.

44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

### **Special by-law no. 1 – Use of the gym**

All the residents are required to:

1. leave equipment in a clean and tidy state after use;
2. make use of a sweat towel;
3. put all weights on racks after use;
4. wear appropriate closed in footwear in the gymnasium.
5. wear a shirt. No wet clothes are to be worn.

Children under the age of 13 are not permitted in the gym and children between the ages of 13 to 16 must be supervised by an adult at all times

### **Special by-law no. 2 – Minor renovations by-law**

#### **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, 2015
- 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.

#### **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,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing or replacing an air-conditioning system,

- i. Installing or replacing double or triple glazed windows,
- j. Installing ceiling, wall or floor insulation including under floor heating,
- k. Installing or replacing screen doors and window screens,
- l. Any other installation or renovation deemed a 'Minor Renovation' by the strata Committee that accords with section 110 of the Act.

#### 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.

#### 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,
- iv. Details of the persons carrying out the work, including qualifications to carry out the work (e.g. an Appropriate licence),

- v. Details of how any rubbish and debris will be disposed of during the construction process,
- vi. The estimated duration of the work,
- vii. Other information that the Committee may require in order to process the application.

Terms and Conditions that will apply to all approvals

(1) 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 or replaced 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. Conditions surrounding noise and proposed times of work,
- iv. Provisions for cleaning and removal of debris,
- v. Conditions surrounding access to common property for trades, equipment and vehicles,
- vi. Any other matter relevant to the application.

The seal of The Owners – Strata Plan No. 94469  
was affixed on 23October 2018  
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:

A handwritten signature in black ink, appearing to be "Lisa Branson", written over a horizontal line.

Name: Lisa Branson

Authority: Duly Authorised Officer – NSW Strata Management P/L  
Strata Managing Agent

## 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 No. 94469  
was affixed on 23October 2018  
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:

Name: Lisa Branson

Authority: Duly Authorised Officer – NSW Strata Management P/L  
Strata Managing Agent

Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AP674960C**

**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**

For the common property

CP/SP 94469

(B) **LODGED BY**

Document  
Collection  
Box

**330B**

Name, Address or DX, Telephone, and Customer Account Number if any

LLPN: 135476R

PRUDENTIAL INVESTMENT COMPANY  
OF AUSTRALIA PTY LTD  
DX 11609 SYDNEY DOWNTOWN

Reference: F1112 477 839 - NSP

CODE

**CH**

(C) The Owners-Strata Plan No. 94469

certify that a special resolution was passed on 19/08/2019

(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. BY-LAW 38

Added by-law No. SPECIAL BY-LAW 3. & 4

Amended by-law No. BY-LAW 13. & 23

as fully set out below:

See annexure

(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. 94469

was affixed on 08/11/2019

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:

Name: Sarah Louangsombath

Authority: Duly Authorised Officer - NSW Strata Management P/L  
Strata Managing Agent

Signature:

Name:

Authority:



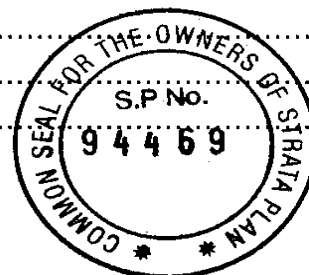
## ANNEXURE A

### STRATA PLAN 94469

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*Handwritten signature*





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## **1. Noise**

1.1 An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

## **2. Vehicles**

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the Written approval of the owners corporation.

2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1

2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

(a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked on common property or in visitor carparking space contrary to by-law 2.1;

(i) the power to remove the vehicle from the common property or visitor carparking space; and/or

(ii) the power to clamp the wheel(s) of the vehicle.

(b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

2.5 For the purposes of section 651B(1) of *Local Government Act 1993*, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.4 in relation to any vehicle owned by them.

## **3. Obstruction of common property**

3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

## **4. Damage to lawns and plants on common property**

4.1 An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

## **5. Damage to common property**

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

5.2 An approval given by the owners corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

## **6. Behaviour of owners and occupiers**

6.1 An owner or occupier of a lot when on common property must be adequately clothed and must not 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.

## **7. Children playing on common property in building**

7.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8. Behaviour of invitees**

8.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **9. Depositing rubbish and other material on common property**

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

9.2 The owners corporation is empowered to follow the directions provide in the Act or Regulations in respect of disposal of abandoned goods, **including shopping trolleys.**

9.3 Where the owners corporation can provide evidence, that the abandoned goods belonged to a lot owner or a tenant of an owner of a lot, **or where a shopping trolley is abandoned or used on common property or other part of the complex,** the owner of a lot must pay the costs incidental to the owners corporation and its servants and agents for having any abandoned goods removed, collected and/or disposed of (including without limitation strata management fees and legal fees) which are recoverable by the owners corporation as a debt due by the owner of the lot on their levy account.

## **10. Drying of laundry items**

10.1 An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

## **11. Cleaning windows and doors**

11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

## **12. Storage of inflammable liquids and other substances and materials**

12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

## **13. Moving furniture and other objects on or through the common property**

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

13.2 An owner or occupier of a lot must organise (no later than 48 hours before the anticipated move), through building management the booking of a lift for the move. Only one single owner or occupier may book the use of a lift at a time. Moving in or out can only be completed once the move has been booked. The booking times available are only for a 4-hour period between 9am and 1pm, or between the hours of 1pm and 5pm.

## **14. Floor coverings**

14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

## **15. Garbage removal**

15.1 An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage,

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time at which garbage is normally collected,

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

## **16. Keeping of animals**

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the owners corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

- If you have a disability under the Guide, Hearing and Assistance Dogs Act 2009 and rely on your animal, you can keep a dog in your property. However, it should be notified to the Owners Corporation.
- Pets (including Dogs) of more than 20kg are prohibited in the Building.
- All dogs must have all the vaccinations up to date and be registered in NSW.
- The person keeping the animal must control their animal's behaviour, and the behaviour is not to cause any nuisance on the rest of the residents (i.e. excessive barking).
- The animal is not allowed on the common property, except for the purpose of being taken in or out of the Building.
- The animal must be kept in good health and free from fleas and parasites.
- If the resident is not the owner of the lot, the landlord must provide its approval in writing to the Owners Corporation.

## **17. Appearance of lot**

17.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

## **18. Notice board**

18.1 The owners corporation must cause a notice board to be affixed to some part of the common property.

## **19. Change in use of lot to be notified**

19.1 An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **20. Provision of amenities or services**

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the owners corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot,

## **21. Use of lifts**

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

## **22. Maintenance of building and common property**

22.1 The owners corporation in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973, the Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to:

- (a) replace the enclosure of the lifts every 8 years,
- (b) paint the outside of the building on at least one occasion in every period of 7 years,
- (c) replace the carpet in the common property of the building every 7 years,
- (d) repaint the inside of the building every 5 years,
- (e) replace all fittings in the common property of the building every 5 years,
- (f) repaint and refurbish the pool and pool areas every 4 years,
- (g) replace the carpet in the lifts every 3 years and,
- (h) reseal the concrete driveways every 3 years, and
- (i) overhaul and repair all gymnasium equipment every 2 years,
- (j) clean all windows and window frames every 6 months.

22.2 Before performing or appointing any person to perform any inspection of the common property, the owners corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

## **23. Pool**

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 5am.

23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.

23.5 The owners corporation may make rules regarding the pool.

23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

- (a) smoking, eating or drinking,
- (b) consuming alcohol,
- (c) using bottles or glass or any other container or cup made by any material other than plastic,
- (d) running, jumping or diving,
- (e) using balls, boogie boards or large inflated objects,
- (f) using soap, bubble bath or shampoo, oil, essence or any other substance likely to interfere with the peaceful enjoyment of other residents.
- (g) be inadequately clothed, and
- (h) nude bathing,
- (i) playing music or making excessive noise which may interfere with the peaceful enjoyment of other residents.

23.7 The owners corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the owners corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

- (a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and
- (b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the owners corporation by the original owner.



## **24. Air conditioning**

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot.

24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:

- (a) proper maintenance and keeping it in a state of good and serviceable repair,
- (b) installation and removal,
- (c) replacement at reasonable intervals or as necessary,
- (d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and
- (e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

24.5 The proprietor of a lot whose air-conditioning condenser are not within their lot but within a carspace or storage area of another lot will when requested by that lot owner remove at his costs the air conditioning condenser.

## **25. Facilities**

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

## **26. Commercial signs**

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.

26.2 All commercial signage in the development must be of identical size and dimensions.

26.3 The owners corporation shall have the right to remove any signage that does not comply with this by-law.

## **27. Consent to use**

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the owners corporation provided that all relevant statutory approvals have been obtained.

27.2 The owners corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

## **28. Caretaker**

28.1 The owners corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation,
- (c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
- (d) providing a letting, property management and sales service,
- (e) supervising owners corporation employees and contractors,
- (f) providing cleaning, pool cleaning and gardening services to the owners corporation,
- (g) supervising the strata scheme generally,
- (h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The owners corporation may provide any consent necessary to, or requested by, the caretaker, including:

- (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker's agreement,
- (b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,
- (c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
  - (i) the caretaker, or
  - (ii) the caretaker's financier, or
- (d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

28.4 The owners corporation may:

- (a) grant any consent given under by-law 28.3 with such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.3,

- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the owners corporation's consent,
- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
  - (i) the caretaker's area is the area specified in a plan:
    - (A) attached to these by-laws,
    - (B) attached to the caretaker agreement, or
    - (C) executed on behalf of either the owners corporation or executive committee and the caretaker,
  - (ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,
  - (iii) the owners corporation will pay operating costs in relation to the caretaker area, and
  - (iv) this by-law 28.4(f) may only be varied or repealed with the prior written consent of the caretaker, and
- (g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.5 The owners corporation may not, without the prior written consent of any current caretaker;

- (a) enter into more than 1 caretaker agreement, or
- (b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the owners corporation for use by the caretaker.

## **29. Letting businesses**

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the owners corporation), conduct or participate in the conduct of:

- (a) the business of a letting agent, or
- (b) the business of a pooled rent agency, or

(c) the business of on site Caretaker, or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or

(iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

29.2 The owners corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

### **30. Storeroom**

30.1 Meriton Property Services Pty Ltd ACN 115 511 281 or its related company ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:

(a) a right of exclusive use and enjoyment of the Storeroom, and

(b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.

### **31. Access key**

31.1 If the owners corporation restricts access to parts of the common property, the owners corporation may give an owner or occupier of a lot an "access key". The owners corporation may charge an owner of a lot a (\$50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

(a) take all reasonable steps not to lose access keys,

(b) return all access keys to the owners corporation if they are not needed or if any occupier of a lot vacates the building,

(c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the owners corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the owners corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

(a) copy an access key

(b) give access keys

31.5 Access keys belong to the owners corporation.

## **32. Balconies**

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

- (a) it will not cause damage, or is not likely to cause damage, or
- (b) it is not dangerous, a nuisance or a hazard.

32.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

- (a) properly maintain the soil and plants in the planter boxes, and
- (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

## **33. Enclosed balconies**

33.1 The owner or occupier of a lot must not, without the consent of the owners corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

## **34. Building safety**

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

## **35. Commercial waste**

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

## **36. Government charges**

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

## **37. Interpretation**

37.1 In these by-laws:

- (a) a singular word includes the plural and vice versa,
- (b) a word which suggests one gender includes the other genders, and
- (c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

### **38. Repealed**

### **39. Maintenance contracts**

39.1 The owners corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the owners corporation must maintain at all times current service contracts in respect of:

- (a) mechanical ventilation;
- (b) air conditioning;
- (c) hydraulics;
- (d) lifts;
- (e) fire safety services; and
- (f) essential services

in the building.

39.3 The owners corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Constructions Services (NSW) Pty Ltd ("Builder") or the developer:

- (a) provide copies of the service contracts;
- (b) provide evidence of the payments made by the owners corporation to the specialist consultants or contractors under the service contracts; and
- (b) provide evidence of compliance by the owners corporation of by law 39.3;

39.5 For a period of 7 years from the date the Strata Scheme is established, the owners corporation must:

- (a) keep the Builder promptly informed of any defects in the building; and
- (b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the owners corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.

## **40. Overcrowding**

40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by law.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

## **41. Security**

The owners corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

## **42. Annual certification**

At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;
2. lift maintenance and annual certification;
3. air-conditioning maintenance and annual certification.

## **43. Adaptable lot**

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the owner corporation must, at its cost, install electro-magnetic devices to the nearest garbage chute room door to comply with AS1428.

## **44. Fire sprinklers and restriction on storeroom**

44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.

44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

## **Special by-law no. 1 – Use of the gym**

All the residents are required to:

1. leave equipment in a clean and tidy state after use;
2. make use of a sweat towel;

3. put all weights on racks after use;
4. wear appropriate closed in footwear in the gymnasium.
5. wear a shirt. No wet clothes are to be worn.

Children under the age of 13 are not permitted in the gym and children between the ages of 13 to 16 must be supervised by an adult at all times

### **Special by-law no. 2 – Minor renovations by-law**

#### 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, 2015
- 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.

#### 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,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing or replacing an air-conditioning system,
  - i. Installing or replacing double or triple glazed windows,
  - j. Installing ceiling, wall or floor insulation including under floor heating,
  - k. Installing or replacing screen doors and window screens,
  - l. Any other installation or renovation deemed a 'Minor Renovation' by the strata Committee that accords with section 110 of the Act.



## 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.

## 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,
- iv. Details of the persons carrying out the work, including qualifications to carry out the work (e.g. an Appropriate licence),
- v. Details of how any rubbish and debris will be disposed of during the construction process,
- vi. The estimated duration of the work,
- vii. Other information that the Committee may require in order to process the application.

## Terms and Conditions that will apply to all approvals

(1) 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 or replaced 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. Conditions surrounding noise and proposed times of work,
- iv. Provisions for cleaning and removal of debris,
- v. Conditions surrounding access to common property for trades, equipment and vehicles,
- vi. Any other matter relevant to the application.

## **Special by-law no. 3 – Smoke penetration**

*A by-law with respect to smoke penetration.*

### **1 Smoke penetration**

#### **1.1 Prohibition**

(a) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(b) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

(c) An owner or occupier of a lot must not drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.

(d) In this by-law **smoke** means smoke, hold or otherwise use a product designed or adapted for smoking, without limitation including cigarettes, cigars or cigarette-type products, electronic cigarettes, pipes, water pipes, or hookahs, and **smoking** has a corresponding meaning.

## **1.2 Liability for occupiers and invitees**

Except as otherwise provided herein:

(a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

## **1.3 Obligation to do work to remedy breach**

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 1.3 a reference to property includes the common property or personal property vested in the owners corporation.

## **1.4 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 1.3 must, except as may be provided otherwise herein:

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

**Note.** *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

### **1.5 Power to carry out work and recover costs**

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

(a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and

(b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

### **1.6 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

(a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

## 1.7 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

## 1.8 Severability

(a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

## **Special by-law no. 4 – Short term letting**

*A by-law with respect to short-term letting.*

### **1 Short-term letting**

#### **1.1 Prohibition on short-term rental accommodation arrangements**

An owner or occupier of a lot must not use a lot for the purposes of a short-term rental accommodation arrangement.

In this by-law, ***short-term rental accommodation arrangement*** has the same meaning as in section 54A of the *Fair Trading Act 1987*.

**Note.** *At the time of making of this by-law, a "short-term rental accommodation arrangement" includes a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time.*

#### **1.2 Compliance with planning and other requirements**

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

#### **1.3 Residential Tenancies Act**

(a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

(b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.

**Note.** *Section 258 of the Strata Schemes Management Act 2015 requires lessors and sub-lessors to provide certain details to the owners corporation in respect of those leases or sub-leases or their assignment.*

(c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).

(d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

#### **1.4 Duration of tenancies**

An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

- (a) for a fixed term; and
- (b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

#### **1.5 Principal place of residence**

(a) Clause 1.1 of this by-law only applies if the lot concerned is not the principal place of residence of the person who, pursuant to the short-term rental accommodation arrangement, is giving another person the right to occupy the lot.

(b) This by-law does not operate to prevent a lot being used for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

#### **1.6 Liability for occupiers and invitees**

Except as otherwise provided herein:

(a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

#### **1.7 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;

(g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

### **1.8 Functions of the owners corporation**

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### **1.9 Severability**

(a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

The seal of The Owners – Strata Plan No. 94469  
was affixed on 08 November 2019  
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:



Name: Sarah Louangsombath  
Authority: Duly Authorised Officer – NSW Strata Management P/L  
Strata Managing Agent



From.....Purchasers' Solicitor

To.....Vendors' Solicitor

Date.....

**REQUISITIONS ON TITLE****2005 EDITION**

RE:.....Purchase from.....

Property:.....

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

| REQUISITIONS  | REPLIES        | RESPONSE |
|---|----------------|----------|
| 1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.  | Noted          |          |
| 2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.   | Noted          |          |
| 3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.  | Noted          |          |
| 4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.   | No             |          |
| 5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:-<br>(a) Family Provision Act 1982 (NSW Statute)?<br>(b) Property (Relationships) Act 1984 (NSW Statute)?<br>(c) Family Law Act 1975 (Commonwealth Statute)?<br>If so, please advise full details.   | No<br>No<br>No |          |
| 6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.   | No             |          |
| 7. If the Vendor is a company, are any of its officers aware of:-<br>(a) a resolution having been passed to wind up the company?<br>(b) a summons having been filed to wind up the company?<br>(c) the appointment of a receiver over the company's assets and property?<br>(d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?<br>(e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?<br>(f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001? | Does not Apply |          |



| REQUISITIONS  | REPLIES   | RESPONSE |
|---|---|----------|
| <p>8. If the sale of the property is subject to an existing tenancy:-</p> <p>(a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.</p> <p>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</p> <p>(c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.</p> <p>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</p> <p>(e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>   | <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>   |          |
| <p>9. If the lot is sold "off-the-plan":-</p> <p>(a) The Vendor must provide the Purchaser before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</p> <p>(c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?</p> <p>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</p> <p>(e) The Vendor must comply with Clause 28 before completion.</p> | <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> |          |
| <p>10. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>  | <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>   |          |
| <p>11. If the Transfer will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Please provide written evidence of its non-revocation.</p>   | <p>Does not Apply</p> <p>Does not Apply</p>   |          |
| <p>12. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>   | <p>Purchaser should rely on own enquiries</p>   |          |

| REQUISITIONS  | REPLIES  | RESPONSE |
|---|--|----------|
| 13. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6.  | Noted  |          |
| 14. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details.  | No   |          |
| 15. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?   | Not as far as Vendor is Aware  |          |
| 16. Are there any outstanding notices issued under:-<br>(a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or<br>(b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?  | No<br>No   |          |
| 17. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.  | No   |          |
| 18. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge?<br>(b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance?<br>(c) Have any fire safety measures been installed in the lot, for example, smoke detectors? | As far as Vendor is Aware<br><br>Vendor not Aware<br><br>As far as Vendor is Aware |          |
| 19. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?  | As far as Vendor is Aware  |          |
| 20. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?   | No   |          |
| 21. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.  | No   |          |
| 22. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.   | No   |          |
| 23. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.   | No   |          |
| 24. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.  | No   |          |
| 25. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.  | No   |          |
| 25. (ii) The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.  | No   |          |

| REQUISITIONS   | RELIES                                       | RESPONSE |
|--|--|----------|
| 26. If a Swimming Pool is included in the parcel :-<br>(a) Was its construction approved by the local Council? Please furnish a copy of such approval.<br>(b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?  | Does not Apply<br>Does not Apply             |          |
| 27. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?   | No   |          |
| 28. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.   | Vendor<br>not Aware                          |          |
| 29. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel?<br>(a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion.<br>(b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7. | No<br>No                                     |          |
| 30. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?  | As far as<br>Vendor<br>is Aware              |          |
| 31. In relation to the by-laws of the Owners Corporation:-<br>(a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes.<br>(b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.           | Check Search<br>on Contract<br><br>Yes       |          |
| 32. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.  | Yes  |          |
| 33. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.   | No   |          |
| 34. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.  | No   |          |
| 35. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.  | See 109<br>Certificate                       |          |
| 36. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:-<br>(a) Annual General Meeting of the Owners Corporation.<br>(b) (If applicable) Extraordinary General Meeting of the Owners Corporation.<br>(c) Meeting of the Executive Committee.   | Purchaser should<br>rely on<br>own enquiries |          |
| 37. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.  | Noted.                                       |          |
| 38. The Vendor must provide at settlement a direction in accordance with Clause 20.5.  | Noted  |          |

**DISCLAIMER**

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**Infinity Property Agents**

38/112 McEvoy Street,  
Alexandria, NSW 2015

P: 02 9699 9179

E: [rent@infinityproperty.com.au](mailto:rent@infinityproperty.com.au)

ABN: 54 104 841 974



# Residential Tenancy Agreement

for

3303/330 Church Street, Parramatta NSW 2150

This agreement is between **Church St Parramatta Property P/L**  
and **Christopher Mark O'BRIEN, Elin Caroline SPETZ NYSTROEM.**



Standard form from 28 September 2020

# Residential tenancy agreement

*Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))*

## IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON **Mon 28/08/2023**AT **15:40**

## BETWEEN

Landlord Name (1):

Church St Parramatta Property P/L

Landlord Name (2):

Landlord telephone number or other contact details:

JJ8933@outlook.com

~~If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:~~

-

**Note:** These details **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

38/112 McEvoy Street

Suburb:

Alexandria

State:

NSW

Postcode:

2015

**Note:** The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent

Tenant Name (1):

Christopher Mark O'BRIEN

Tenant Name (2):

Elin Caroline SPETZ NYSTROEM

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

Contact details:

Christopher Mark O'BRIEN: 0422 774 862, [cobr@outlook.com.au](mailto:cobr@outlook.com.au)  
Elin Caroline SPETZ NYSTROEM: 0466 673 457, [elinspetz90@hotmail.com](mailto:elinspetz90@hotmail.com)

**Landlord's agent details:** [If applicable]

Agent name:

Infinity Property Agents

Address for service of notices (can be an agent's address):

38/112 McEvoy Street,

Suburb:

State:

Postcode:

|            |     |      |
|------------|-----|------|
| Alexandria | NSW | 2015 |
|------------|-----|------|

Contact details: [This must include a telephone number]:

Tel: 02 9699 9179 , Email: [rent@infinityproperty.com.au](mailto:rent@infinityproperty.com.au) ,~~**Tenant's agent details:**~~ [If applicable]~~Agent name:~~~~-~~~~Address for service of notices (can be an agent's address):~~~~-~~~~Suburb:~~~~State:~~~~Postcode:~~

|   |   |   |
|---|---|---|
| - | - | - |
|---|---|---|

~~Contact details:~~~~-~~**Term of agreement**

The term of this agreement is –

- |                                   |  |                                  |   |
|-----------------------------------|--|----------------------------------|---|
| <input type="checkbox"/> 6 months | <input type="checkbox"/> 12 months                         | <input type="checkbox"/> 2 years | <input type="checkbox"/> 3 years                |
| <input type="checkbox"/> 5 years  | <input checked="" type="checkbox"/> Other (please specify) | 26 Weeks                         | <input type="checkbox"/> Periodic (no end date) |

starting on Wed 18/10/2023 and ending on Tue 16/04/2024 [Cross out if not applicable]

**Note:** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

**Residential premises**

The residential premises are [Insert address]:

3303/330 Church Street, Parramatta NSW 2150

The residential premises include:

1 x Car Space, 1 x Dishwasher, 1 x Microwave, 1 x Dryer, 1 x Aircon (Ducted), 1 x Storage at level 33

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

## Rent:

The rent is \$ 1250.00 per fortnight payable in advance starting on Wed 18/10/2023

**Note:** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 182-222

account number: 303101281

account name: INFINITY PROPERTY AGENTS

payment reference: 0422774862, or

(b) to at by cash, or

(c) as follows:

**Note:** The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

## ~~RENTAL BOND~~ [Cross out if there is not going to be a bond]:

~~A rental bond of \$ - must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.~~

~~The tenant provided the rental bond amount to:~~

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bond Online.

~~**Note:** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.~~

**Notes:** Lodged at RBO

## IMPORTANT INFORMATION

### Maximum number of occupants

No more than  persons may ordinarily live in the premises at any one time.

## Urgent repairs

Nominated tradespeople for urgent repairs:

|                            |                             |                   |
|----------------------------|-----------------------------|-------------------|
| <b>Flood Damage:</b>       | Name:                       | Tel:              |
| <b>Handyman Builder:</b>   | Name:                       | Tel:              |
| <b>Plumbing &amp; Gas:</b> | Name: NV Plumbing- Nick     | Tel: 0404 966 411 |
| <b>Electrical:</b>         | Name: Real Power – Harrison | Tel: 0426 885 821 |

## Water usage

Will the tenant be required to pay separately for water usage?

☒ Yes ☐ No

If yes, see clauses 12 and 13.

## Utilities

Is **electricity** supplied to the premises from an embedded network?

☒ Yes ☐ No

Is **gas** supplied to the premises from an embedded network?

☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

## Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarms

☒ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

Alkaline V

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?~~

☐ Yes ☐ No

~~If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:~~

-

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☒ Yes ☐ No

## Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☒ Yes ☐ No

If yes, see clauses 38 and 39.

## Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.



**Note.** You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

## Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

☒ Yes

kaori@infinityproperty.com.au

☐ No

## Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Tenant consents to electronic service of notices ☒ YES ☐ NO

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

|                              |                         |
|------------------------------|-------------------------|
| Christopher Mark O'BRIEN     | cobr@outlook.com.au     |
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## Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

## Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

1. **The Landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under '*Residential premises*'.

## COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the

tenant (unless the landlord has previously provided a statement for the same period).

*Note.* The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

## RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

*Note.* Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
  - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises

that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

#### **11. The tenant agrees to pay:**

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for

the residential premises, and

- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1** are separately metered, or
  - 11.6.2** are not connected to a water supply service and water is delivered by vehicle.

**Note. Separately Metered** is defined in section 3 of the Residential Tenancies Act 2010.

#### **12. The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority,
- 12.4** the residential premises have the following water efficiency measures:
  - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

#### **13. The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

### **POSSESSION OF THE PREMISES**

#### **14. The landlord agrees:**

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

### **TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

**USE OF THE PREMISES BY TENANT****16. The tenant agrees:**

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

**18. The tenant agrees,** when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish

from the residential premises in a way that is lawful and in accordance with council requirements, and

- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

***Note.** Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES****19. The landlord agrees:**

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

***Note 1.** Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

- a) are structurally sound, and*
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and*
- c) have adequate ventilation, and*
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and*
- e) have adequate plumbing and drainage, and*
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and*
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.*

***Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:*

- a) are in a reasonable state of repair, and*
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and*
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and*
- d) are not liable to collapse because they are rotted or otherwise defective.*

- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
  - 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
  - 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
  - 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
  - 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
  - 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- a) a burst water service,
- b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- c) a blocked or broken lavatory system,
- d) a serious roof leak
- e) a gas leak,

- f) a dangerous electrical fault,
- g) flooding or serious flood damage,
- h) serious storm or fire damage,
- i) a failure or breakdown of the gas, electricity or water supply to the premises,
- j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- k) any fault or damage that causes the premises to be unsafe or insecure.

## SALE OF THE PREMISES

### 21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

### 22. The tenant agrees

not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

### 23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

## LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
  - 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 24.2** if the Civil and Administrative Tribunal so orders
  - 24.3** if there is good reason for the landlord to believe the premises are abandoned,
  - 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
  - 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
  - 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
  - 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the

residential premises, if the tenant is given at least 2 days notice each time,

**24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

**24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

**24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

**24.11** if the tenant agrees.

**25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

**25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

**25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

**25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

**25.4** must, if practicable, notify the tenant of the proposed day and time of entry.

**26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

**27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

**28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is '**published**'.

**29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence

within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

**30. The tenant agrees:**

**30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

**30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and

**30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

**30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

**30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

**30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**Note.** The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

## LOCKS AND SECURITY DEVICES

**32. The landlord agrees:**

**32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

**32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

**32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

**32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

**32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

### 33. The tenant agrees:

**33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

**33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

**34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## TRANSFER OF TENANCY OR SUB-LETTING

### 35. The landlord and tenant agree that:

**35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

**35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

**35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

**35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note:** Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

**36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in

giving permission.

## CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

### 37. The landlord agrees:

**37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

**37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

**37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

**37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

**37.5** if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## COPY OF CERTAIN BY-LAWS TO BE PROVIDED

*[Cross out clauses if not applicable]*

**38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.

**39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

## MITIGATION OF LOSS

**40.** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

## RENTAL BOND

*[Cross out clauses if no rental bond is payable]*

~~**41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:~~

- ~~41.1 details of the amount claimed, and~~  
~~41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and~~  
~~41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement~~

## SMOKE ALARMS

### 42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

### 43. The tenant agrees:

- 43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a

battery in the smoke alarm, and

- 43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

- 44. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

## SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

- ~~45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- ~~46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

~~**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

## LOOSE-FILL ASBESTOS INSULATION

### 47. The landlord agrees:

- 47.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been



advised in writing by the landlord that the premises are listed on that Register, or

- 47.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## COMBUSTIBLE CLADDING

- 48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and tenant agree:**

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic

service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**Note.** Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- a) both the landlord and the tenant agree to the terms, and
- b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

## ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the

*breed, size etc]:*

No Pets. In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

#### 54. The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy

Insert any other agreed additional terms here. Attach a separate page if necessary.

### 1. ADDITIONAL TERMS - PETS (continued)

#### 56.1 The tenant agrees:

(a) to have the residential premises fumigated, at the tenants own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.

(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenants own expense.

(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.

(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1 (a) and 56.1 (b) to the landlord/landlord's agent.

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

### 2. ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the Residential Tenancies Act 2010 provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the Residential Tenancies Act 2010.

### 3. ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

### 4. ADDITIONAL TERM - CARE AND USE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.

59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.

59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing

drainage or sewerage system on the premises.

**59.5** not to hang washing or other articles outside anywhere but the areas designated for this purpose.

**59.6** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

**59.7** keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

**59.8** where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

**59.9** to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

**59.10** where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.

**59.11** not to affix any television antenna to the premises.

**59.12** not to maliciously or negligently damage the premises or any part of the premises.

**59.13** to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

**59.14** at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.

**59.15** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

**59.16** to notify the landlord of any infectious disease at the premises.

**59.17** where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

## 5. ADDITIONAL TERMS- AGREEMENT TO USE PREVIOUS CONDITION REPORT

**60.** The landlord and tenant agree that the condition report, prepared for a tenancy agreement dated **18/10/2022** and entered into by the tenant, applies to this Agreement.

## 6. ADDITIONAL TERM - OCCUPANTS

**61.** Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the Residential Tenancies Act 2010.

## 7. ADDITIONAL TERM - TELECOMMUNICATION SERVICES

**62.** On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).

**63.** Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.

**64.** The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

## 8. HIGHLIGHT SECTIONS FOR EMPHASIS

**3.1** to PAY RENT ON TIME. (This is very IMPORTANT. If you failed, this agreement will not be renewed.)

**11.6** to pay water usage charges if the residential premises are separately metered.

**17.1** to keep the residential premises reasonably clean

**56.2** to not keep animals on the residential premises without obtaining the landlord's consent, Where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises. Both pest control and carpet cleaning will be required at vacate at the tenant's expense - invoices will be required.

**59.4** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

**59.11** to replace any light bulbs and fluorescent tubes that have blown during the tenancy.

**59.12** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises. Including but not limited to; clean mould off grout, especially behind sinks, showers, and between tiles in wet areas.

**64** The landlord gives no warrant as to the provision of adequacy of such telecommunication services or as to the provision of serviceability of fittings in the premises relating to such services.

## NOTES

### 1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until

the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### 4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**Note.** Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

AGENT : **Michael Kurosawa** on behalf of **Church St Parramatta Property P/L** (Landlord)



Signed at Fri, 01/09/2023 08:21 , from device: Windows 10 Other Chrome 116.0.0

**9. LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

AGENT : **Michael Kurosawa** on behalf of **Church St Parramatta Property P/L** (Landlord)



Signed at Fri, 01/09/2023 08:21 , from device: Windows 10 Other Chrome 116.0.0

**SIGNED BY TENANT(S)**

Tenant 1: **Christopher Mark O'BRIEN**



Signed at Fri, 01/09/2023 02:45 , from device: Android 10 K Chrome Mobile 117.0.0

Tenant 2: **Elin Caroline SPETZ NYSTROEM**



Signed at Mon, 28/08/2023 20:34 , from device: Android 10 K Chrome Mobile 115.0.0

## TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Tenant 1: **Christopher Mark O'BRIEN**



*Signed at Fri, 01/09/2023 02:45 , from device: Android 10 K Chrome Mobile 117.0.0*

For information about your rights and obligations as a landlord or tenant, contact:

- a. NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- b. Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- c. your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

## AUDIT TRAIL

### Christopher Mark O'BRIEN (Tenant)

- Mon, 28/08/2023 20:31 - Christopher Mark O'BRIEN clicked 'start' button to view the Residential Tenancy Agreement (*Android 12 Generic Smartphone Firefox Mobile 116.0, IP: 103.85.36.145*)
- Fri, 01/09/2023 02:26 - Christopher Mark O'BRIEN clicked 'start' button to view the Residential Tenancy Agreement (*Windows 10 Other Chrome 116.0.0, IP: 103.85.36.145*)
- Fri, 01/09/2023 02:31 - Christopher Mark O'BRIEN clicked 'start' button to view the Residential Tenancy Agreement (*Windows 10 Other Chrome 116.0.0, IP: 103.85.36.145*)
- Fri, 01/09/2023 02:32 - Christopher Mark O'BRIEN clicked 'start' button to view the Residential Tenancy Agreement (*Android 10 K Chrome Mobile 117.0.0, IP: 103.85.36.145*)
- Fri, 01/09/2023 02:45 - Christopher Mark O'BRIEN stamped saved signature the Residential Tenancy Agreement (*Android 10 K Chrome Mobile 117.0.0, IP: 103.85.36.145*)
- Fri, 01/09/2023 02:45 - Christopher Mark O'BRIEN submitted the Residential Tenancy Agreement (*Android 10 K Chrome Mobile 117.0.0, IP: 103.85.36.145*)

### Elin Caroline SPETZ NYSTROEM (Tenant)

- Mon, 28/08/2023 15:43 - Elin Caroline SPETZ NYSTROEM clicked 'start' button to view the Residential Tenancy Agreement (*Android 10 K Chrome Mobile 115.0.0, IP: 120.18.120.175*)
- Mon, 28/08/2023 20:33 - Elin Caroline SPETZ NYSTROEM clicked 'start' button to view the Residential Tenancy Agreement (*Android 10 K Chrome Mobile 115.0.0, IP: 103.85.36.145*)
- Mon, 28/08/2023 20:34 - Elin Caroline SPETZ NYSTROEM stamped saved signature the Residential Tenancy Agreement (*Android 10 K Chrome Mobile 115.0.0, IP: 103.85.36.145*)
- Mon, 28/08/2023 20:34 - Elin Caroline SPETZ NYSTROEM submitted the Residential Tenancy Agreement (*Android 10 K Chrome Mobile 115.0.0, IP: 103.85.36.145*)

### Michael Kurosawa (AGENT)

Fri, 01/09/2023 08:20 - Michael Kurosawa clicked 'start' button to view the Residential Tenancy Agreement

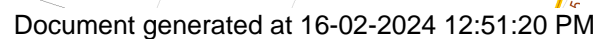
Fri, 01/09/2023 08:21 - Michael Kurosawa stamped saved signature the Residential Tenancy Agreement

Fri, 01/09/2023 08:21 - Michael Kurosawa submitted the Residential Tenancy Agreement

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AGREEMENT END

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## Page 1



# Asset Information

## Legend

| Sewer  |  | Property Details   |  |
|--|--|--|--|
| Sewer Main (with flow arrow & size type text)              |  | Boundary Line  |  |
| Disused Main   |  | Easement Line  |  |
| Rising Main  |  | House Number   |  |
| Maintenance Hole (with upstream depth to invert)           |  | Lot Number   |  |
| Sub-surface chamber  |  | Proposed Land  |  |
| Maintenance Hole with Overflow chamber                     |  | Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit) |  |
| Ventshaft EDUCT  |  |  |  |
| Ventshaft INDUCT   |  |  |  |
| Property Connection Point (with chainage to downstream MH) |  |  |  |
| Concrete Encased Section                                   |  |  |  |
| Terminal Maintenance Shaft                                 |  |  |  |
| Maintenance Shaft  |  |  |  |
| Rodding Point  |  |  |  |
| Lamphole   |  |  |  |
| Vertical   |  |  |  |
| Pumping Station  |  |  |  |
| Sewer Rehabilitation                                       |  |  |  |
| Pressure Sewer   |  | Water  |  |
| Pressure Sewer Main  |  | WaterMain - Potable (with size type text)                                      |  |
| Pump Unit (Alarm, Electrical Cable, Pump Unit)             |  | Disconnected Main - Potable  |  |
| Property Valve Boundary Assembly                           |  | Proposed Main - Potable  |  |
| Stop Valve   |  | Water Main - Recycled  |  |
| Reducer / Taper  |  | Special Supply Conditions - Potable  |  |
| Flushing Point   |  | Special Supply Conditions - Recycled   |  |
| Vacuum Sewer   |  | Restrained Joints - Potable  |  |
| Pressure Sewer Main  |  | Restrained Joints - Recycled   |  |
| Division Valve   |  | Hydrant  |  |
| Vacuum Chamber   |  | Maintenance Hole   |  |
| Clean Out Point  |  | Stop Valve   |  |
| Stormwater   |  | Stop Valve with By-pass  |  |
| Stormwater Pipe  |  | Stop Valve with Tapers   |  |
| Stormwater Channel   |  | Closed Stop Valve  |  |
| Stormwater Gully   |  | Air Valve  |  |
| Stormwater Maintenance Hole                                |  | Valve  |  |
|  |  | Scour  |  |
|  |  | Reducer / Taper  |  |
|  |  | Vertical Bends   |  |
|  |  | Reservoir  |  |
|  |  | Recycled Water is shown as per Potable above. Colour as indicated              |  |
| Private Mains  |  | Potable Water Main   |  |
|  |  | Recycled Water Main  |  |
|  |  | Sewer Main   |  |
|  |  | Symbols for Private Mains shown grey   |  |

### 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**.

## Pipe Types

|                |                                    |                |   |
|----------------|------------------------------------|----------------|---|
| <b>ABS</b>     | Acrylonitrile Butadiene Styrene    | <b>AC</b>      | Asbestos Cement                           |
| <b>BRICK</b>   | Brick                              | <b>CI</b>      | Cast Iron                                 |
| <b>CICL</b>    | Cast Iron Cement Lined             | <b>CONC</b>    | Concrete                                  |
| <b>COPPER</b>  | Copper                             | <b>DI</b>      | Ductile Iron                              |
| <b>DICL</b>    | Ductile Iron Cement (mortar) Lined | <b>DIPL</b>    | Ductile Iron Polymeric Lined              |
| <b>EW</b>      | Earthenware                        | <b>FIBG</b>    | Fibreglass                                |
| <b>FL BAR</b>  | Forged Locking Bar                 | <b>GI</b>      | Galvanised Iron                           |
| <b>GRP</b>     | Glass Reinforced Plastics          | <b>HDPE</b>    | High Density Polyethylene                 |
| <b>MS</b>      | Mild Steel                         | <b>MSCL</b>    | Mild Steel Cement Lined                   |
| <b>PE</b>      | Polyethylene                       | <b>PC</b>      | Polymer Concrete                          |
| <b>PP</b>      | Polypropylene                      | <b>PVC</b>     | Polyvinylchloride                         |
| <b>PVC - M</b> | Polyvinylchloride, Modified        | <b>PVC - O</b> | Polyvinylchloride, Oriented               |
| <b>PVC - U</b> | Polyvinylchloride, Unplasticised   | <b>RC</b>      | Reinforced Concrete                       |
| <b>RC-PL</b>   | Reinforced Concrete Plastics Lined | <b>S</b>       | Steel                                     |
| <b>SCL</b>     | Steel Cement (mortar) Lined        | <b>SCL IBL</b> | Steel Cement Lined Internal Bitumen Lined |
| <b>SGW</b>     | Salt Glazed Ware                   | <b>SPL</b>     | Steel Polymeric Lined                     |
| <b>SS</b>      | Stainless Steel                    | <b>STONE</b>   | Stone                                     |
| <b>VC</b>      | Vitrified Clay                     | <b>WI</b>      | Wrought Iron                              |
| <b>WS</b>      | Woodstave                          |                |   |

## 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**.



**PLANNING CERTIFICATE**

**CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979 as amended

**Certificate No:** 2024/1236

**Fee:** \$66.51

**Issue Date:** 16 February 2024

**Receipt No:** 7429515

**Applicant Ref:** 24016 CHURCH ST:212849

**DESCRIPTION OF LAND**

**Address:** 3303/330 Church Street  
PARRAMATTA NSW 2150

**Lot Details:** Lot 359 SP 96222

**SECTION A**

The following Environmental Planning Instrument to which this certificate relates applies to the land:

**Parramatta Local Environmental Plan 2023**

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:

**The land is zoned: MU1 Mixed Use PLEP2023**

**Zone MU1 Mixed Use (Parramatta Local Environmental Plan 2023)**

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

**1 Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To create opportunities to improve the public domain and pedestrian links.
- To protect and enhance the unique qualities and character of special character areas in Parramatta City Centre.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Water recycling facilities; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots;

Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

## **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) (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (SEPP) (Planning Systems) 2021  
State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021  
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021  
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021  
State Environmental Planning Policy (SEPP) (Housing) 2021  
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021  
State Environmental Planning Policy (SEPP) (Primary Production) 2021  
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.  
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

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

N.B. All enquiries as to the application of Draft State Environmental Planning Policies 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 is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

### **Development Control Plan**

The land is affected by the Parramatta Development Control Plan (DCP) 2023

Draft Late Night Trading Development Control Plan (DCP)

### **Development Standards**

The land or part of the land is identified as being within a “Floodplain Risk Management Area” on the Floodplain Risk Management Map of the Parramatta Local Environmental Plan 2023.

### **Development Contribution Plan**

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

The Parramatta City Centre Local Infrastructure Contributions Plan 2022 (Amendment No 1) applies to the land.

Draft Parramatta City Centre Local Infrastructure Contributions Plan 2022 (Amendment No 2). <https://participate.cityofparramatta.nsw.gov.au/city-centre-licp-2>

**Heritage Item/Heritage Conservation Area**

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation 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 Parramatta Local Environmental Plan 2023.

**Site Compatibility Certificate** (Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),  
in respect to the land.

**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?*

**NO**

**Tree Preservation**

The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

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**

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence 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](http://www.cityofparramatta.nsw.gov.au) or from the Customer Service Centre.

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

***Please note: this is a statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.***

**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.

**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 section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

**Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

- (a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
- (b) is not shown on the Lighting Intensity and Wind Shear Map,
- (c) is not shown on the Obstacle Limitation Surface Map,
- (d) is not in the “public safety area” on the Public Safety Area Map,
- (e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

**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.

### 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

### Exempt Development Codes

#### Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

#### Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within 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 exempt development on the land may also apply.

**It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.**

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

## Complying Development Codes

**Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979**

### Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### 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

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 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.

**Flood related development controls - 9(1) - flood planning area**

The land or part of the land is within the flood planning area and subject to flood related development controls.

*'Flood planning area' has the same meaning as in the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, available at <https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Water/Floodplains/floodplain-development-manual.pdf>.*

**Flood related development controls – 9(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 <https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Water/Floodplains/floodplain-development-manual.pdf>.*

**SPECIAL NOTES**

The land is identified as Class 4 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

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.

**The following additional information is issued under Section 10.7(5)**

The following information is provided 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.

**Draft Parramatta River Flood Study (Draft Flood Study)**

Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at <https://participate.cityofparramatta.nsw.gov.au/flood-study> or by contacting Council.

**Parramatta Local Environmental Plan 2023**

On 2 March 2023 the Parramatta Local Environmental Plan 2023 was notified in the NSW Government Gazette. The Parramatta Local Environmental Plan replaced five (5) existing Local Environmental Plans where they applied to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The Parramatta Local Environmental Plan 2023 commenced on 2 March 2023.

**Parramatta Local Environmental Plan 2023 – Minimum Lot Size Development Standard for Dual Occupancy and Manor House Developments**

The Parramatta Local Environmental Plan 2023 includes a minimum lot size of 600m<sup>2</sup> and a minimum frontage to a public road of 15 metres development standards for Dual Occupancies and Manor Houses where they are permitted with development consent in the Parramatta Local Environmental Plan 2023.

**Employment zones reform - *translation of existing Business and Industrial zones into the new Employment zones***

The Parramatta Local Environmental Plan 2023 has replaced existing Business and Industrial zones with Employment zones.

Please see <https://www.planningportal.nsw.gov.au/employment-zones> for more information.

**Parramatta Development Control Plan (DCP) 2023**

The City of Parramatta Council at its Ordinary Council Meeting on Monday 28 August 2023 adopted (with an amendment) the Parramatta 'Harmonisation' Development Control Plan (DCP) 2023

The Parramatta Development Control Plan (DCP) 2023 affects all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park.

The Parramatta Development Control Plan (DCP) 2023 will replace five (5) existing Development Control Plans (DCP)'s where they applied to land within the Parramatta LGA. These include:

- *Auburn Development Control Plan (DCP) 2010;*
- *Holroyd Development Control Plan (DCP) 2013;*
- *Hornsby Development Control Plan (DCP) 2013;*
- *Parramatta Development Control Plan (DCP) 2011; and,*
- *The Hills Development Control Plan (DCP) 2012.*

The new Parramatta Development Control Plan 2023 commenced on Monday 18 September 2023

**Draft Late Night Trading Development Control Plan (DCP)**

Between Monday, 6 December 2021 to Monday, 31 January 2022, Council is exhibiting the Draft Late Night Trading Development Control Plan (DCP).

Further information about the Draft DCP can be found at <https://participate.cityofparramatta.nsw.gov.au/late-night-trading-DCP> or by contacting Council.

**Note: Advisory Information Regarding Proximity to a Commercial Centre**

The land is within proximity to a major, strategic or local commercial centre. Council is looking to encourage greater activation and investment in these centres by developing the night time economy across the City of Parramatta. Future residents should be aware that the nature and scale of facilities, business activity and events held in these centres may affect the use and enjoyment of the land as a result of operating hours, odour, noise, lighting, traffic and measures associated with event management.

This is considered part of living in/near a commercial centre.

**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.

Gail Connolly  
Chief Executive Officer

per



**dated** 16 February 2024