This Contract for the sale of

"Vivacity" 1303/9 Paddock Street Lidcombe, NSW 2141

has been prepared exclusively for

REMAX Prestige

Shop 7.1 2 Dawn Fraser Avenue, Sydney Olympic Park, NSW 2127
Telephone: (02) 9319 1864

by

R & R LAWYERS

(02) 8065 4868
PO Box 900, Ryde, NSW 1680, Australia
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Liability limited by a scheme approved under Professional Standards Legislation
26232606032308560730
ABN 84.949.512.858

COOLING-OFF CERTIFICATE

I, _____ (Name of Qualified Person)

of _____ (Address of Qualified Person)

being a Solicitor / Barrister / Conveyancer in the State of New South Wales, certify as follows:

(a) I am a Solicitor / Barrister / Conveyancer currently admitted / licensed to practise in New South Wales.

(b) 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:

- known as: "Vivacity" 1303/9 Paddock Street, Lidcombe NSW 2141;
- from: Min Ji Irene Yoo and Sangyun Han as vendor;
- to: _____ as purchaser;

in order that there is no cooling-off period to that contract.

(c) I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

(d) I have explained to the purchaser:

(i) the effect of the contract for the purchase of the property;

(ii) the nature of this certificate; and

(iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to that contract.

Dated: _____

Signed: _____

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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**REMAX Prestige** Shop 7.1 2 Dawn Fraser Avenue Sydney Olympic Park, NSW 2127	Email: prestige@remax.com.au Agent: Jamie Bae
~~co-agent~~		
vendor	**Min Ji Irene Yoo** & **Sangyun Han**	
vendor's solicitor	**R & R Lawyers** PO Box 900 Ryde, NSW 1680	Email: email@RRLAWYERS.com.au Ref: HAN260603
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	**"Vivacity" 1303/9 Paddock Street, Lidcombe NSW 2141** being **Lot 198 in Strata Plan 100991** being **Folio Identifier 198/SP100991**.	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: 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	☐ air conditioning	☐ curtains	☒ light fittings	☒ fixed floor coverings
	☒ blinds	☒ dishwasher	☐ pool equipment	☐ internet/TV receiver
	☒ built-in wardrobes	☐ EV charger	☒ range hood	☐ solar panels
	☐ ceiling fans	☐ insect screens	☒ stove	☐ solar power battery
	☐ clothes line	☒ other: ducted air-conditioning, dryer, oven		
exclusions				
purchaser				
purchaser's solicitor				
price	$			
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."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

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

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 a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide 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) – 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 contact 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 *GSTRW 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):

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List of Documents

General

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☒ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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

Error! Unknown switch argument. of Office 204/11-15 Deane Street, Burwood, NSW 2134 (Phone: (02) 9715 7429, Email: info@strataco-op.com.au)

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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.

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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, 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 to resolve the dispute 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.

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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:

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.

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. 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 Australian Taxation Office.

13 From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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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*.

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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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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.

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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).

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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.

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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 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 contract or management 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 s174 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.

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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.

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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 earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary 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.

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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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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 a *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.

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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.

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33 INCONSISTENCY

33.1 Pages 8 to 21 of the NSW Law Society Contract for the sale of land 2026 edition which includes clauses 1 to 32 of the printed provisions is incorporated into and forms part of this Contract.

33.2 If there is any inconsistency between the printed provisions of this Contract and these additional clauses, these additional clauses prevail.

34 INTERPRETATION

34.1 In this Contract the following rules of interpretation apply unless the contrary intention appears:

34.1.1 headings are for convenience only and do not affect the interpretation of this Contract;

34.1.2 the singular includes the plural and vice versa;

34.1.3 words that are gender neutral or gender specific include each gender where applicable;

34.1.4 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

34.1.5 the words “such as”, “including”, “particularly” and similar expressions are not used as nor are intended to be interpreted as words of limitation;

34.1.6 a reference to:

(a) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;

(b) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(c) a party includes its successors and permitted assigns;

(d) a document includes all amendments or supplements to that document;

(e) a clause, term, party, schedule, annexure or attachment is a refer to a clause or term of, or party, schedule, annexure or attachment to this Contract;

(f) this Contract includes all schedules, annexures and attachments to it;

(g) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;

(h) an agreement other than this Contract includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(i) a monetary amount is in Australian dollars;

34.1.7 when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

34.1.8 in determining the time of day where relevant to this Contract, the relevant time of day is the time of day in Sydney, New South Wales; and

34.1.9 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it.

35 AMENDMENTS TO THE PRINTED FORM

35.1 The printed provisions of this Contract is amended as follows:

35.1.1 Clause 1, Definition of *adjustment date* – Delete and replace with “the earlier of the giving of possession to the purchaser, Completion Date or actual completion;”.

35.1.2 Clause 1, Definition of *Completion Date* – Insert new definition “***Completion Date*** means the earlier of: (a) the date for completion as indicated on the front page of this Contract; or (b) an amended date for settlement as agreed between the parties (including the parties’ legal representatives) after the contract date.”.

35.1.3 Clause 7.1 – Delete “that are not” and replace with “including”.

35.1.4 Clause 7.1.1 – Delete “5%” of the price and replace with “$1”.

35.1.5 Clause 8.1 – Delete “, on reasonable grounds,”.

35.1.6 Clause 14.4.2 – Delete and replace with “by adjusting the actual amount paid by the vendor.”.

35.1.7 Clause 23.6 – Delete and replace with “If a contribution is not a regular periodic contribution and is not disclosed in this contract: (a) the vendor is liable for any instalment payments due on or before the contract date; and (b) the purchaser is liable for all instalment payments due after the contract date.”.

35.1.8 Clause 23.9.1 – Delete in its entirety.

35.1.9 Clause 23.13 – Delete “vendor” and replace with “purchaser”.

35.1.10 Clause 23.14 – Delete.

35.1.11 Clause 23.15 – After “the purchaser’s own certificate” insert “and the purchaser must obtain the certificate for the purpose of clause 14 and clause 23.13”.

35.1.12 Clause 23.17 – Delete.

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36 WHOLE AGREEMENT

36.1 This Contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.

36.2 The purchaser represents and warrants that:

36.2.1 the purchaser was not induced to enter into this Contract by and did not rely on any representations or warranties by, the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this Contract (including representations or warranties about the construction, nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this Contract;

36.2.2 the purchaser has obtained appropriate independent advice on and is satisfied about:

(a) the purchaser's obligations and rights under this Contract;

(b) the nature of the property and the purposes for which the property may be lawfully used; and

(c) the purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* (Cwth) for depreciation of any plant or equipment related to the property;

36.2.3 the purchaser was not introduced to the vendor or the property directly or indirectly through or by any real estate agent other than the vendor's agent named on the front page and the purchaser indemnifies the vendor against any claim made by any other agent, person, firm or company for commission as a result of a breach of this representation and warranty;

36.2.4 the purchaser has not entered into this Contract as a trustee of a trust unless otherwise noted on the front page;

36.2.5 the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty; and

36.2.6 the purchaser accepts the property in its present condition and state of repair including any contamination or hazardous substances or any latent or patent defects, and the purchaser:

(a) cannot make a claim or requisition or rescind or terminate because of any contamination or hazardous substances found in or on the property; and

(b) waives any existing and future claims or redress of any kind which it may have against the vendor because of contamination or hazardous substances or any other environmental damage to the property.

36.3 If the property is a strata title lot, for the purposes of this clause property includes the common property and all lots in the strata scheme.

36.4 The provisions in this clause do not merge on completion.

37 ELECTRONIC EXCHANGE

37.1 Where the vendor requires exchange by electronic signatures facilitated by the vendor's solicitor, the vendor and purchaser:

37.1.1 agree to electronically execute and exchange this Contract by adopting methods in compliance with the *Electronic Transactions Act 1999* (Cwth);

37.1.2 will use the DocuSign platform to execute and exchange this Contract;

37.1.3 acknowledge that the DocuSign platform will record the date that each party has executed this Contract which is not to be interpreted as the contract date;

37.1.4 the contract date will be the date when the vendor's solicitor dates the Contract; and

37.1.5 the purchaser may propose a paper exchange of contracts to take place by executing a hardcopy paper Contract and serving the counterpart on the vendor's solicitor.

38 INTEREST

38.1 Subject to clause 38.2. if the purchaser completes this Contract but does not do so on or before the Completion Date, the purchaser agrees that the purchase price shall increase by a sum equivalent to ten per cent (10%) of the unpaid price divided by 365, for each day that is after the completion date up to and including the day of the actual completion.

38.2 The purchase price shall not increase for any day that the purchaser is ready, willing, and able to complete and completion does not take place because the vendor cannot complete.

38.3 The purchaser agrees that that interest payable to the vendor in accordance with this clause 38, in addition to any other compensation the vendor may be entitled to in this Contract or at common law or in equity, is a genuine pre-estimate of the vendor's additional expense as a result of the delay.

38.4 This clause 38 is an essential term of this Contract.

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39 NOTICE TO COMPLETE

39.1 If a party does not complete this Contract by 5:00pm on the Completion Date, the party not in default may serve a notice to complete on the party in default requiring that party to complete this Contract within fourteen (14) calendar days from the date of the service of the notice to complete and making that date and time an essential date and time for completion. If the party in default fails to complete on the date and time set out in the notice to complete, the party not in default may terminate this Contract.

39.2 A notice to complete will be reasonable and sufficient as to time if a period of fourteen (14) calendar days from the date of service of the notice is allowed for completion.

40 VENDOR'S ADDITIONAL COSTS AND EXPENSES

40.1 The purchaser agrees that, in the event of the circumstances occurring as outlined in this clause 40, the vendor will incur a loss in addition to any other losses that the vendor may otherwise incur as a result of the purchaser's default. The purchaser agrees that the compensation payable to the vendor, in addition to any other compensation the vendor may be entitled to in this Contract or at common law or in equity, is a genuine pre-estimate of the vendor's additional expenses and legal costs.

40.2 If a notice to complete is issued on the purchaser by the vendor, the purchaser will be liable for and agree to pay on demand an amount of $385.00 inclusive of GST.

40.3 If the purchaser makes a proposal in accordance with clause 37.1.5, and the proposal is accepted by the vendor, the purchaser will be liable for and agree to pay on demand an amount of $344.99 inclusive of GST.

40.4 If the purchaser makes a nomination in accordance with clause 48.3, the purchaser will be liable for and agree to pay on demand an amount of $880.00 inclusive of GST.

40.5 If the purchaser requires an extension of the cooling-off period or a change in the date for completion, the purchaser will be liable for and agree to pay on demand an amount of $110.00 inclusive of GST for each extension or change.

40.6 For the avoidance of doubt, a reference to the purchaser's liability under this clause 40, is a reference to the purchaser's liability to the vendor and the purchaser must make such payment to the vendor's solicitor by a separate bank cheque, a cheque drawn on a law practice trust account, or payment via the ELNO, at settlement, completion, or termination of this Contract.

40.7 Payment of the vendor's additional costs and expenses in accordance with this clause 40 is an essential term of this Contract.

41 REQUISITIONS ON TITLE

41.1 The purchaser agrees that the only objection or requisitions on title that the purchaser may make under clause 5 is in the form of requisitions annexed to this Contract and the purchaser further agrees and acknowledges that the vendor is not bound to respond to any requisitions unless it is in the form agreed by this clause.

42 NO WARRANTY BY THE VENDOR AS TO USE OF THE PROPERTY

42.1 The purchaser must satisfy itself on all matters relating to the use of the property because the vendor makes no representations about the use to which the property may be put.

42.2 The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.

42.3 If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.

42.4 Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

43 CAPACITY

43.1 Without in any way limiting, negating 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, if the purchaser (and if more than one person comprises that first party then any one of them) prior to completion:

43.1.1 being an individual, dies or becomes mentally ill; or

43.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors;

then the purchaser will be in default under this Contract.

43.2 The purchaser promises and warrants that the purchaser has the legal capacity to enter into this Contract.

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44 SERVICES ETC

44.1 The purchaser takes title subject to the existing water, sewerage, drainage, gas, electricity and telephone installations, lines, posts, services and connections, if any, servicing the property or any other property.

44.2 The purchaser cannot make a claim or requisition or rescind in respect of such installations, lines, posts, services and connections because:

44.2.1 any of them pass through the property or any other property;

44.2.2 no rights or easements exist in respect of them and none can be obtained; or

44.2.3 of any defects or damage to such installations, lines, posts, services and connections.

44.3 The purchaser cannot make a claim or requisition or rescind because:

44.3.1 of any road, water or sewerage main, underground or surface stormwater drain or gas, electricity or telephone installations, posts, lines, pumps and services passing through over or under the property; or

44.3.2 there is a manhole, substation, public letter box, public telephone, traffic safety or guide rails, bus stop, street parking, traffic signs or vent on the property.

45 DEPOSIT BY INSTALMENTS

45.1 Notwithstanding clause 2.2, the purchaser agrees to pay a total deposit equivalent to at least ten per cent (10%) of the purchase price ("***Total Deposit***"). Where the deposit amount received from the purchaser is less than the Total Deposit, the purchaser shall pay to the depositholder the balance of deposit money owing on the earlier of completion of the Contract, termination of the Contract, or on demand in writing by the vendor.

45.2 The purchaser agree that a failure to pay the amount due and owing pursuant to this clause shall be deemed as a breach of an essential term of the Contract by the purchaser and a debt recoverable by the vendor in a court of competent jurisdiction and this Contract shall be sufficient evidence of the debt.

46 RELEASE OF DEPOSIT

~~46.1 The parties agree that the vendor may require release of the Total Deposit, or part thereof, and such money shall vest in the vendor from the date of request in writing by the vendor to the purchaser and the purchaser must immediately authorise the depositholder to release the deposit to the vendor.~~

~~46.2 This clause 46 does not affect the purchaser's right to a refund of the deposit on lawful rescission of the contract by either party or on termination of the contract for the default of the vendor.~~

47 NOTICES

47.1 A notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Contract:

47.1.1 must be in legible writing and in English addressed as shown in this Contract or as specified to the sender by any party by notice;

47.1.2 must be signed by an officer, employee, solicitor or conveyancer of the sender;

47.1.3 may be sent by post, hand or fax; and

47.1.4 can be relied upon by the addressee (and the addressee is not liable to any other person for any consequences of that reliance) if the addressee believes it to be genuine, correct and authorised by the sender.

47.2 For the purpose of this clause, the address and fax number of a party is the address and fax number set out in this Contract or as may be notified from time to time by the addressee to the sender.

47.3 A fax is regarded as served by or on a party when recorded on the sender's transmission result report unless:

47.3.1 within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form;

47.3.2 the transmission result report indicates non-transmission or a faulty or incomplete transmission; or

47.3.3 unless it is received after 5pm in which case it will be taken to have been served on the next business day.

47.4 The parties agree to nominate to the other party an email address by which service of documents may be accepted by that party, and in the event that no such email address was nominated by one party the party agree that any email used by that party in correspondence to the other party will be accepted as an email address for the purpose of service of documents. The vendor nominates **service@rrlawyers.com.au** as the email address for service of documents on the vendor.

47.5 An email is regarded as served by or on a party when:

47.5.1 the recipient email address is the same as the email address nominated pursuant to clause 47.4;

47.5.2 the sender receives an automated message from the intended recipient's information system mail server confirming delivery of the email;

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47.5.3 after the time the email is sent (as recorded on the sender's device), the sender does not receive an automated message that the email has not been delivered (other than where the automated message is an "out of office" reply or similar); and

47.5.4 the time and date of service is the time and date as indicated as sent by the sender's information system mail server, unless it is sent after 5pm in which case it will be taken to have been served on the next business day.

48 NEW YEAR CLOSURE

48.1 For the purpose of this clause:
Extended Completion Date shall mean the Completion Date as amended pursuant to clause 48.2;
New Year Period shall mean the period commencing on the business day immediately before 25 December in any given year and ending on the second Sunday of January of the following year, inclusive;
Original Completion Date shall mean the Completion Date in accordance with the front page of the Contract.

48.2 Subject to clause 48.4, in the event the Original Completion Date falls within the New Year Period, the parties agree that the Completion Date shall be amended to be extended to the second business day immediately following the New Year Period, without penalty or claim against either party.

48.3 A party may nominate for the Original Completion Date to apply notwithstanding clause 48.2.

48.4 In the event a party serves on the other party its nomination pursuant to clause 48.3, the parties agree that the Completion Date shall revert to the Original Completion Date and clause 48.2 shall not apply.

48.5 This clause shall not merge on completion.

49 MISCELLANEOUS

49.1 This Contract is governed by the law in force in New South Wales.

49.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

49.3 Unenforceability of a provision of this Contract does not affect the enforceability of any other provision.

49.4 The provisions of this Contract having application after completion continue to apply despite completion.

[Continued on page 6]

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50 GUARANTEE

50.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.

50.2 The word "***guarantor***" means each office bearer of the purchaser as at the date of this Contract.

50.3 The purchaser warrants that:

50.3.1 prior to entering into this Contract, it had obtained each guarantor's consent and agreement the subject of this clause; and

50.3.2 within seven days of the contract date, it shall serve on the vendor a copy of this clause signed by the guarantor, with time being of the essence.

50.4 The purchaser agrees that failure of the purchaser to comply with clause 50.3 is a breach of the Contract by the purchaser. If the guarantor has not signed a copy of this clause, the vendor may terminate this Contract by service a notice on the purchaser, but only within 14 days after the contract date.

50.5 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

50.5.1 payment of all money payable by the purchaser under this Contract; and

50.5.2 the performance of all of the purchaser's other obligations under this Contract.

50.6 The guarantor:

50.6.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract; and

50.6.2 must pay on demand any money due to the vendor under this indemnity.

50.7 The guarantor is jointly and separately liable with the purchaser to the vendor for:

50.7.1 the performance by the purchaser of its obligations under this Contract; and

50.7.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.

50.8 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

50.9 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.

50.10 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

50.10.1 the granting of any time, waiver, covenant not to sue or other indulgence;

50.10.2 the release or discharge of any person;

50.10.3 an arrangement an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

50.10.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;

50.10.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

50.10.6 the winding up of the purchaser.

50.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

50.12 This clause operates as a deed between the vendor and the guarantor and by signing herein the guarantor warrants that it has read the terms of this Contract prior to entering into this Deed.

50.13 This Deed binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

SIGNED SEALED AND DELIVERED by the GUARANTOR in the presence of:	}	
Signature of Witness		Signature of Guarantor
Name of Witness:		Name of Guarantor:
Address of Witness:		Address of Guarantor:

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STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the Local Government Act, the Environmental Planning and *Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;

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(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. If a swimming pool is on the common property:
(a) when did construction of the swimming pool commence?
(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
(c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
(d) are there any outstanding notices or orders?

18.
(a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
(c) Is the vendor aware of:
(i) any road, drain, sewer or storm water channel which intersects or runs through them?
(ii) any dedication to or use by the public of any right of way or other easement over any part of them?
(iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
(i) any resumption or acquisition or proposed resumption or acquisition?
(ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
(iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
(v) any realignment or proposed realignment of any road adjoining them?
(vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

REPLIES TO REQUISITIONS ON TITLE **Property: 1303/9 Paddock Street, Lidcombe, NSW 2141** (260603)	
Requisition	*Replies*
1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.	Noted.
2. Is anyone in adverse possession of the property or any part of it?	Not that the vendor is aware.
3. (a) What are the nature and provisions of any tenancy or occupancy? (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment. (c) Please specify any existing breaches. (d) All rent should be paid up to or beyond the date of completion. (e) Please provide details of any bond together with the Rental Bond Board's reference number. (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.	Not applicable.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948.)	Not that the vendor is aware.
5. If the tenancy is subject to the Residential Tenancies Act 2010 (NSW): (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order? (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.	Not applicable.
6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.	Noted.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*Act*).	Noted.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.	Not that the vendor is aware.
9. When and where may the title documents be inspected?	The NSW land title registry no longer issue title documents.
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.	No.
11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.	The usual adjustments will be made in accordance with the Contract.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so: (a) to what year has a return been made? (b) what is the taxable value of the property for land tax purposes for the current year?	If applicable, the vendor shall provide relevant details for the calculation of settlement adjustments.
13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.	Noted, to the extent of the vendor's obligation under the Contract.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.	The vendor does not hold a survey report.
15. In respect of the property and the common property: (a) Have the provisions of the Local Government Act, the Environmental Planning and *Assessment Act 1979* and their regulations been complied with? (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure? (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.	(a) As far as the vendor is aware, however the purchaser should rely on its own inquiries. (b) Not that the vendor is aware, however the purchaser should rely on its own inquiries. (c) The vendor does not hold a Building Certificate. (d) A copy of the occupation certificate provided by a predecessor in title is attached to the Contract. The vendor does not hold the original certificate.

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(e) In respect of any residential building work carried out in the last 7 years: (i) please identify the building work carried out; (ii) when was the building work completed? (iii) please state the builder's name and licence number; (iv) please provide details of insurance under the *Home Building Act 1989*.	(e) Not that the vendor is aware, however the vendor cannot speak for any predecessor in title or the Owners Corporation.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?	Not that the vendor is aware and the vendor cannot speak for the Owners Corporation, however purchaser should rely on its own inquiries.
17. If a swimming pool is on the common property: (a) when did construction of the swimming pool commence? (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*? (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details. (d) are there any outstanding notices or orders?	The purchaser should rely on its own inquiries with the Owners Corporation.
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion. (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls? (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?	(a) The vendor relies on the Contract. (b) No. (c) Not that the vendor is aware.
19. In respect of the property and the common property: (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract? (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them? (c) Is the vendor aware of: (i) any road, drain, sewer or storm water channel which intersects or runs through them? (ii) any dedication to or use by the public of any right of way or other easement over any part of them? (iii) any latent defects in them? (d) Has the vendor any notice or knowledge of them being affected by the following: (i) any resumption or acquisition or proposed resumption or acquisition? (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion. (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser? (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion. (v) any realignment or proposed realignment of any road adjoining them? (vi) any contamination of them?	(a) No. (b) Not that the vendor is aware. (c) The vendor relies on the Contract. (d) Not that the vendor is aware.
20. Has the initial period expired?	Yes.
21. If the property includes a utility lot, please specify the restrictions.	Not applicable.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.	Noted.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?	Not that the vendor is aware.
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.	Noted.
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.	Noted, subject to the Contract.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.	Noted, subject to the Contract.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.	Noted, subject to the Contract.

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28. The purchaser reserves the right to make further requisitions prior to completion.	This alleged right is not agreed.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.	Not agreed.

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Information Provided Through Triconvey2 (Reseller) Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 198/SP100991

SEARCH DATE	TIME	EDITION NO	DATE
8/7/2026	1:05 PM	5	26/10/2023

LAND

LOT 198 IN STRATA PLAN 100991
AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

MIN JI IRENE YOO
SANGYUN HAN
AS JOINT TENANTS (T AQ470559)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100991
2 AT549912 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260603...

PRINTED ON 8/7/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 08/07/2026 13:05:29

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100991

SEARCH DATE	TIME	EDITION NO	DATE
8/7/2026	1:05 PM	5	22/10/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100991 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100991

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100991
ADDRESS FOR SERVICE OF DOCUMENTS:
10 STOCKYARD BOULEVARD
LIDCOMBE 2141

SECOND SCHEDULE (27 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900)
2 DP1030892 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
DP1063407 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE NEW ROAD IN DP1063407
3 DP1030892 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
4 AD627184 POSITIVE COVENANT
5 DP1219394 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AND VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
6 AK735188 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
7 AN839762 POSITIVE COVENANT
8 DP1239610 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

9	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.38

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

		METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.38 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.38 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.38 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.38 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
15	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.38 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16	DP1239610	RIGHT OF CARRIAGEWAY 4 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18	DP1239610	RIGHT OF CARRIAGEWAY 4 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
19	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20	DP1239610	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21	DP1239610	RESTRICTION(S) ON THE USE OF LAND
22	DP1239610	POSITIVE COVENANT REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)
---

23 DP1239610 POSITIVE COVENANT REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT
24 AP775551 RESTRICTION(S) ON THE USE OF LAND
25 AP775552 POSITIVE COVENANT
26 AQ259200 INITIAL PERIOD EXPIRED
27 AU511337 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 100991

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	183	2	193	3	180	4	184
5	184	6	180	7	181	8	184
9	184	10	180	11	189	12	178
13	178	14	182	15	180	16	182
17	174	18	180	19	183	20	181
21	181	22	179	23	181	24	181
25	182	26	172	27	170	28	179
29	174	30	179	31	172	32	181
33	190	34	133	35	182	36	182
37	133	38	179	39	182	40	183
41	133	42	184	43	173	44	171
45	179	46	175	47	181	48	173
49	182	50	190	51	134	52	183
53	183	54	135	55	181	56	183
57	183	58	134	59	185	60	174
61	172	62	181	63	178	64	181
65	174	66	184	67	191	68	136
69	184	70	184	71	135	72	182
73	184	74	185	75	135	76	186
77	175	78	173	79	181	80	180
81	182	82	177	83	252	84	136
85	186	86	185	87	136	88	137
89	137	90	136	91	218	92	132
93	132	94	184	95	177	96	186
97	194	98	137	99	186	100	188
101	139	102	185	103	188	104	137
105	189	106	179	107	180	108	182
109	184	110	178	111	188	112	195
113	138	114	189	115	189	116	138
117	185	118	189	119	138	120	191
121	181	122	180	123	185	124	186
125	180	126	189	127	196	128	139
129	189	130	190	131	139	132	186
133	190	134	140	135	192	136	182
137	181	138	186	139	189	140	181

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 100991

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
141	190	142	197	143	140	144	190
145	190	146	140	147	189	148	191
149	140	150	193	151	183	152	182
153	188	154	189	155	181	156	191
157	199	158	141	159	191	160	191
161	141	162	189	163	192	164	141
165	194	166	184	167	183	168	188
169	190	170	182	171	192	172	200
173	149	174	192	175	199	176	149
177	190	178	194	179	143	180	196
181	185	182	184	183	189	184	191
185	183	186	194	187	201	188	144
189	194	190	193	191	144	192	197
193	186	194	189	195	185	196	195
197	202	198	145	199	194	200	194
201	145	202	198	203	188	204	189
205	186	206	384	207	258	208	323
209	202	210	146	211	198	212	189
213	190	214	362	215	269	216	324
217	178	218	128	219	177	220	174
221	125	222	175	223	126	224	126
225	125	226	175	227	171	228	177
229	127	230	127	231	126	232	177
233	172	234	177	235	128	236	128
237	127	238	178	239	173	240	179
241	129	242	129	243	128	244	179
245	174	246	180	247	130	248	130
249	129	250	180	251	175	252	181
253	132	254	132	255	132	256	181
257	177	258	182	259	133	260	133
261	132	262	182	263	178	264	183
265	134	266	134	267	134	268	183
269	179	270	190	271	137	272	137
273	137	274	191	275	181	276	191
277	138	278	138	279	137	280	192
281	182	282	174	283	172	284	174
285	184	286	184	287	182	288	174
289	172	290	217	291	175	292	182
293	172	294	172	295	178	296	178
297	178	298	173	299	213	300	172
301	179	302	173	303	173	304	125
305	179	306	179	307	179	308	125
309	174	310	215	311	173	312	180
313	174	314	174	315	126	316	180

END OF PAGE 4 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 100991

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
317	180	318	180	319	126	320	175
321	217	322	174	323	181	324	175
325	175	326	127	327	181	328	181
329	181	330	127	331	177	332	219
333	175	334	182	335	236	336	128
337	182	338	182	339	182	340	128
341	225	342	227	343	183	344	178
345	178	346	129	347	183	348	183
349	183	350	129	351	179	352	224
353	178	354	184	355	179	356	179
357	130	358	184	359	184	360	184
361	130	362	180	363	226	364	179
365	185	366	180	367	180	368	132
369	185	370	185	371	185	372	132
373	181	374	228	375	180	376	186
377	181	378	181	379	133	380	186
381	186	382	186	383	133	384	182
385	230	386	181	387	188	388	182
389	185	390	136	391	190	392	190
393	191	394	135	395	184	396	232
397	182	398	189	399	193	400	136
401	185	402	235	403	183	404	191
405	197	406	137	407	186	408	241
409	184	410	192	411	198	412	138
413	188	414	243	415	185	416	193
417	200	418	139	419	189	420	246
421	186	422	200	423	395	424	329
425	313	426	247	427	186	428	181
429	184	430	189	431	189	432	184
433	181	434	180	435	174	436	177
437	175	438	177	439	181	440	181
441	181	442	181	443	180	444	178
445	172	446	174	447	171	448	174
449	182	450	133	451	182	452	182
453	182	454	181	455	133	456	179
457	173	458	175	459	172	460	175
461	183	462	134	463	183	464	183
465	183	466	182	467	134	468	180
469	174	470	177	471	173	472	177
473	184	474	135	475	184	476	184
477	184	478	184	479	135	480	181
481	175	482	178	483	174	484	178
485	185	486	136	487	185	488	137
489	136	490	182	491	177	492	179

END OF PAGE 5 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 100991

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
493	175	494	179	495	186	496	137
497	194	498	139	499	137	500	183
501	178	502	180	503	183	504	180
505	188	506	138	507	195	508	140
509	138	510	184	511	179	512	181
513	184	514	181	515	189	516	139
517	197	518	141	519	139	520	185
521	180	522	182	523	185	524	182
525	190	526	140	527	198	528	143
529	140	530	247	531	183	532	186
533	183	534	191	535	141	536	200
537	191	538	184	539	192	540	143
541	201	542	192	543	185	544	193
545	144	546	202	547	193	548	186
549	194	550	145	551	203	552	194
553	188	554	195	555	146	556	204
557	195	558	189	559	351	560	395
561	318						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 08/07/2026 13:05:29

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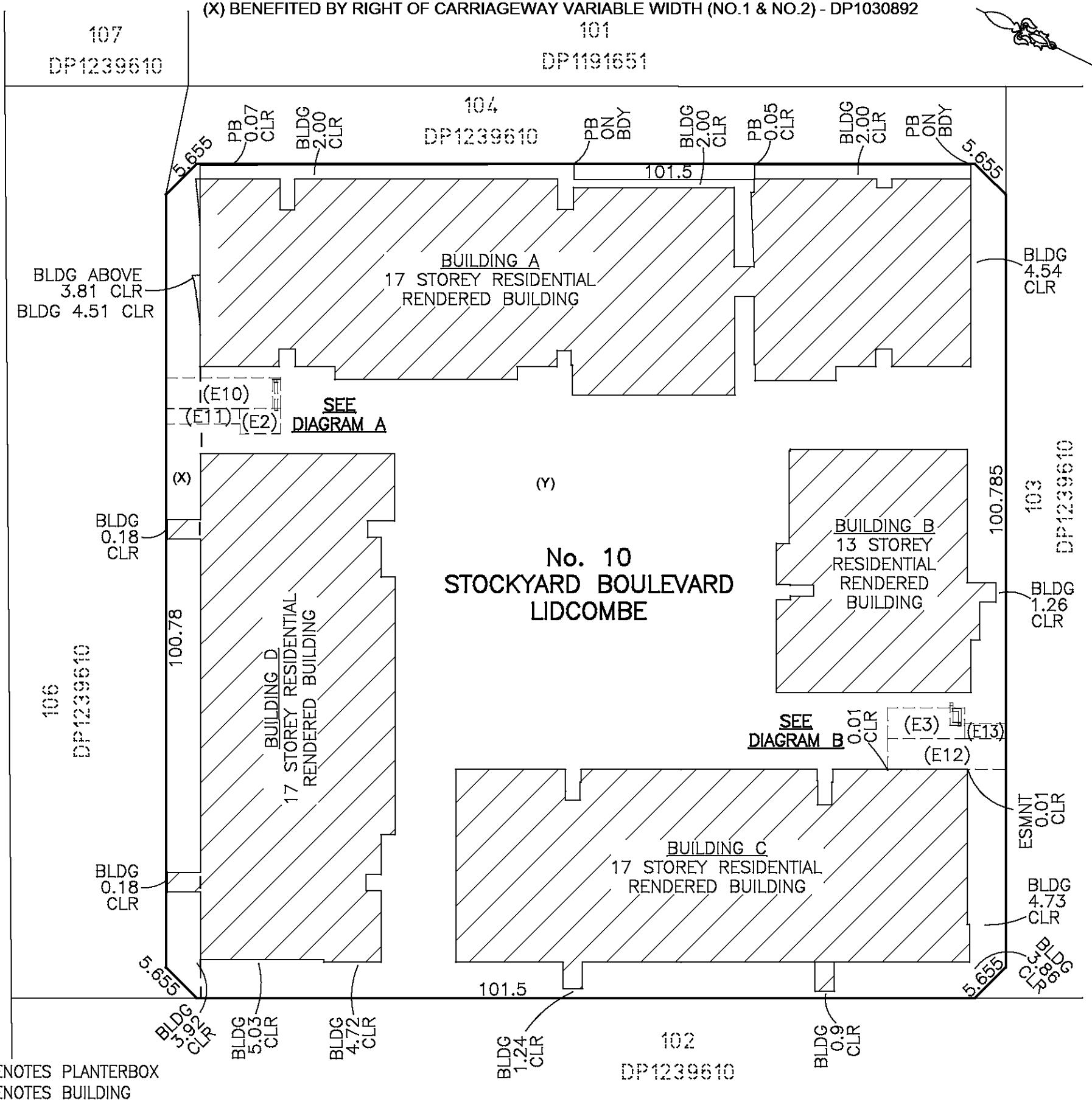
(X) BENEFITED BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH (NO.1 & NO.2) - DP1030892



PB DENOTES PLANTERBOX
BLDG DENOTES BUILDING

(Y) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (NO.1) - DP1219394

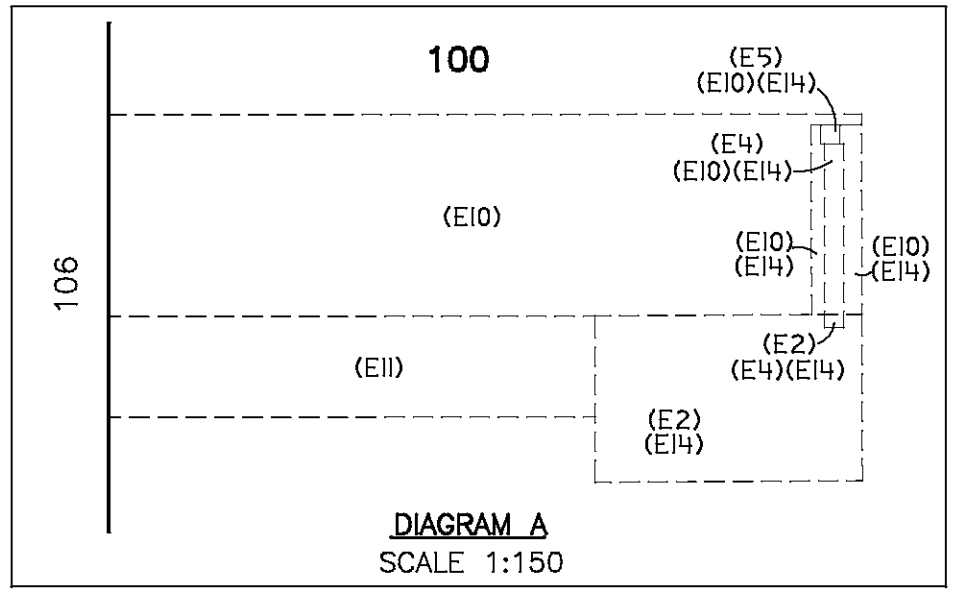


DIAGRAM A
SCALE 1:150

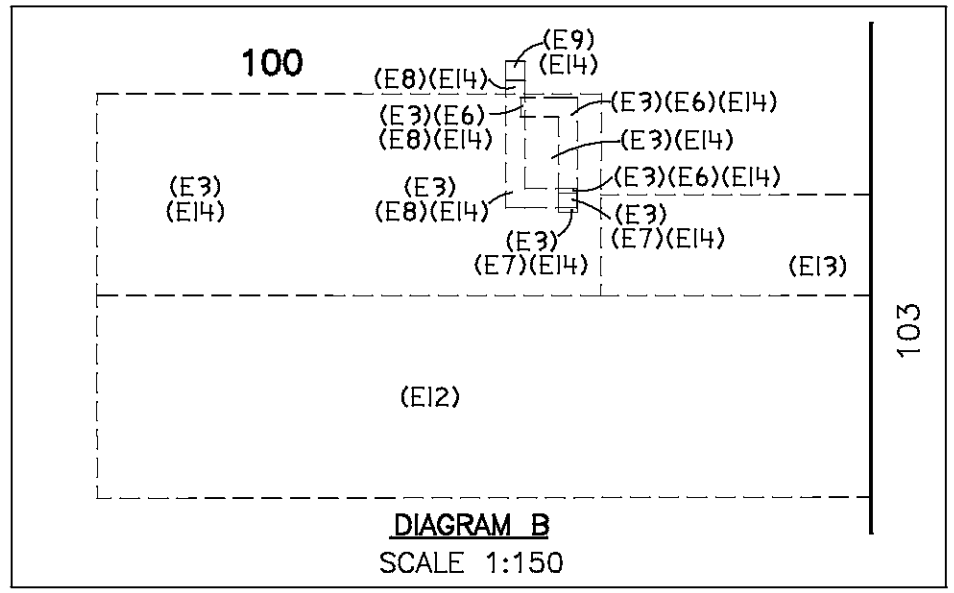


DIAGRAM B
SCALE 1:150

(E2) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE LIMITED IN STRATUM (DP1239610)
(E3) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4 WIDE LIMITED IN STRATUM (DP1239610)
(E4) (E5)
(E6) (E7) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE
(E8) (E9) LIMITED IN STRATUM (DP1239610)
(E10) (E12) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE LIMITED IN STRATUM (DP1239610)
(E11) (E13) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE LIMITED IN STRATUM (DP1239610)
(E14) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VAR WIDTH LIMITED IN STRATUM (DP1239610)

LOCATION PLAN

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **600** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

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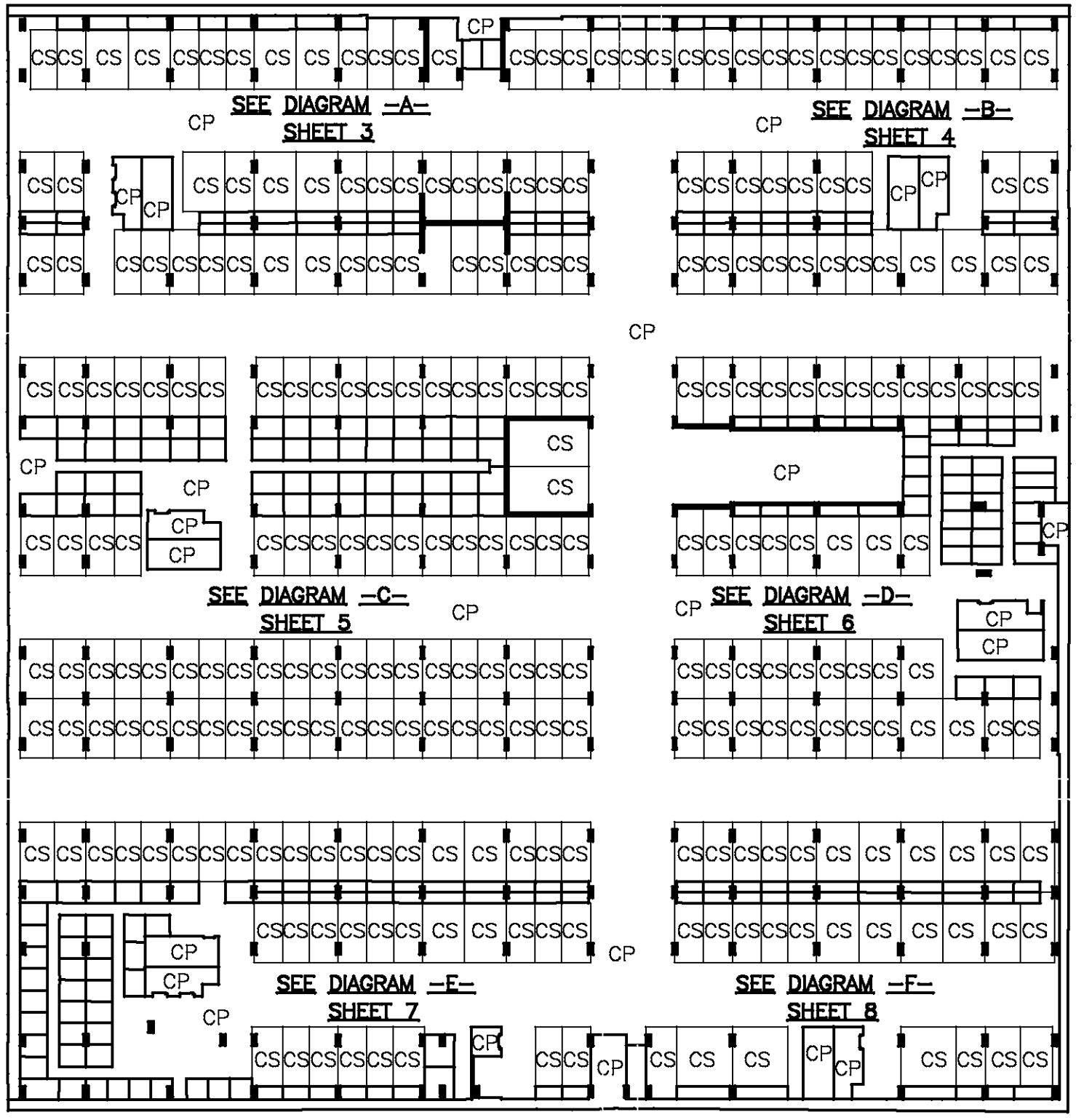

CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

BASEMENT 3

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 500		
Reference: SY073885.000.11		Lengths are in metres		

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

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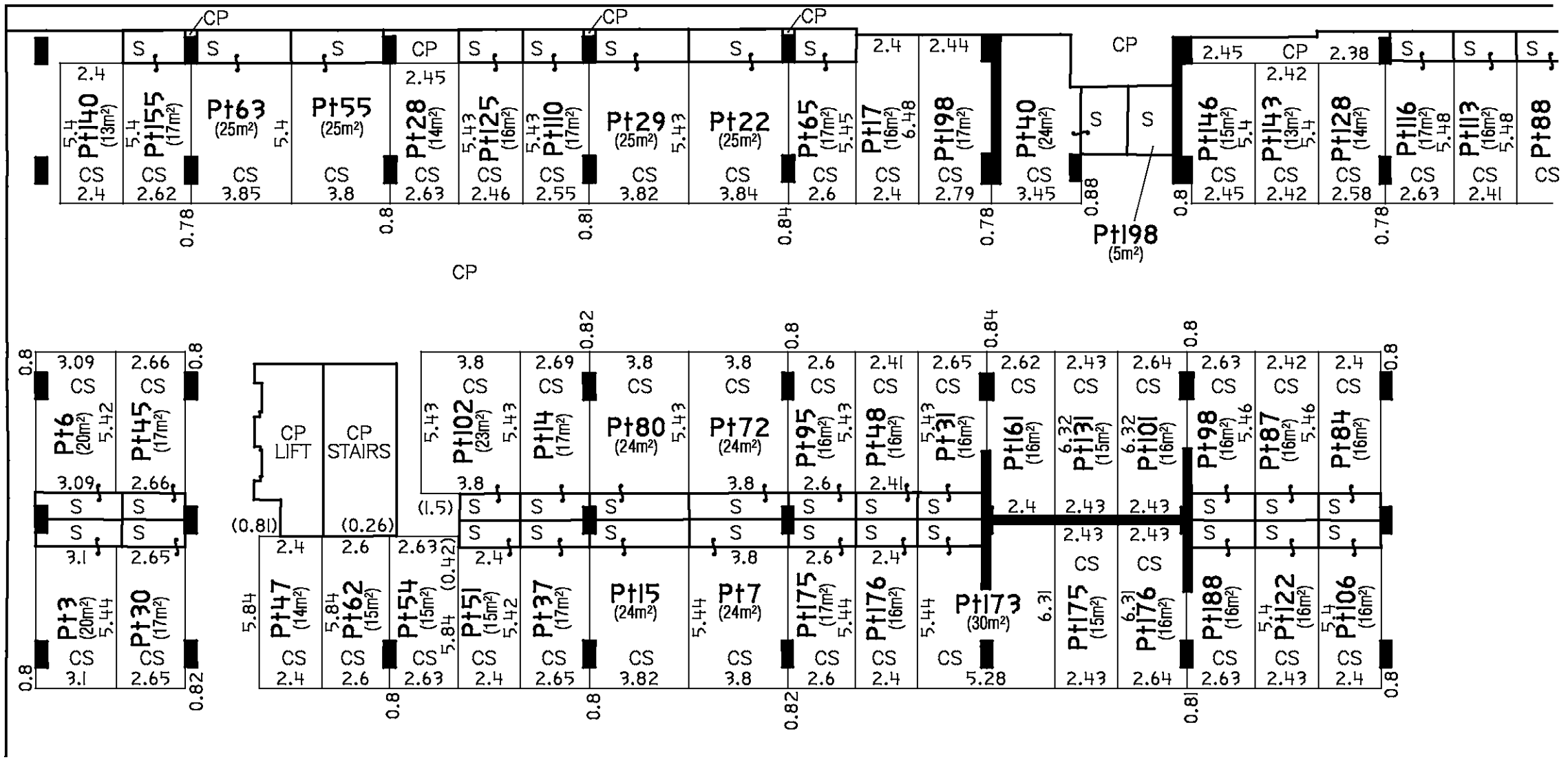
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 3 DIAGRAM A

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

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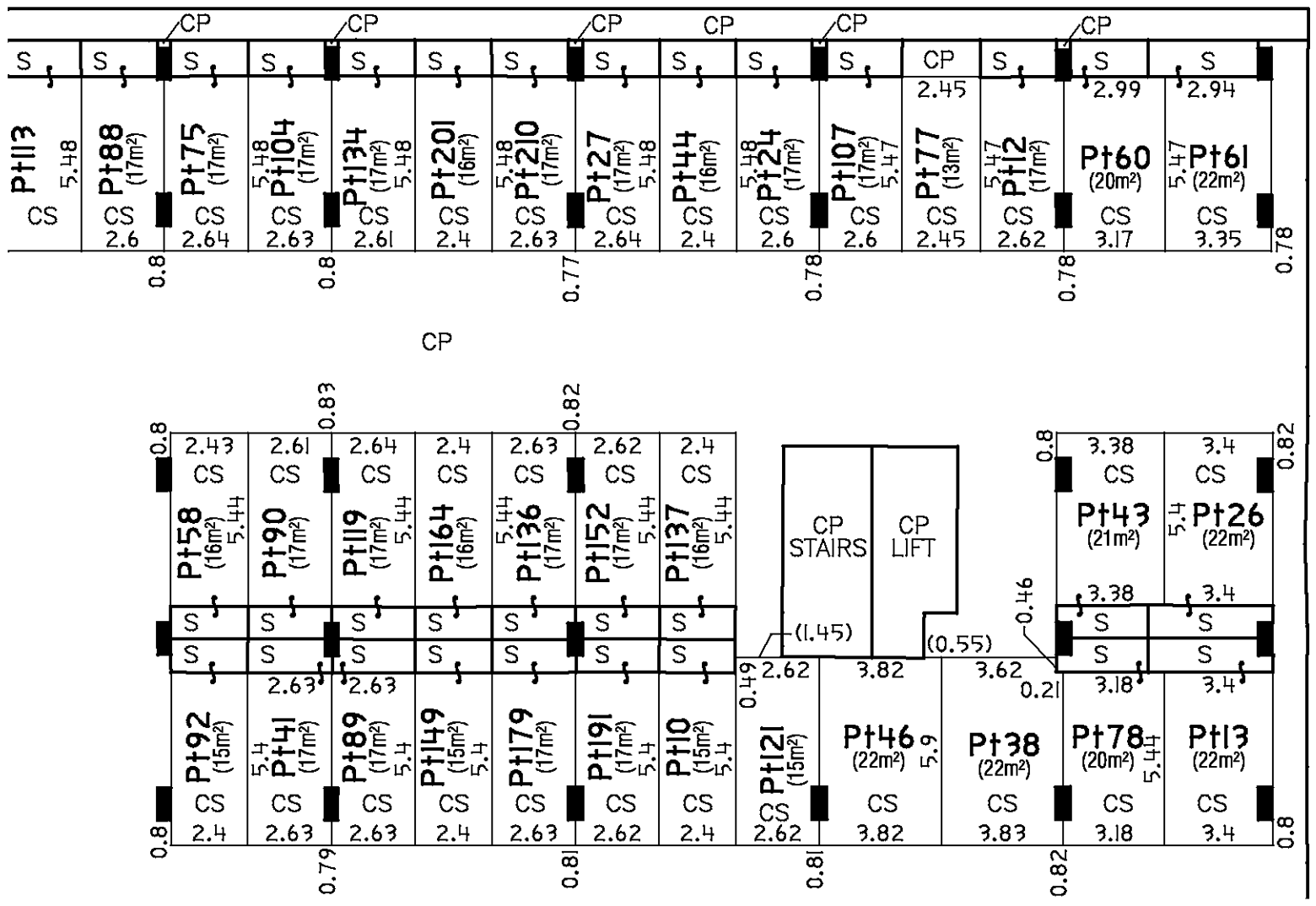

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
▬ DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 3 DIAGRAM B

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	**PLAN OF SUBDIVISION OF LOT 100 IN DP1239610**	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **200** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

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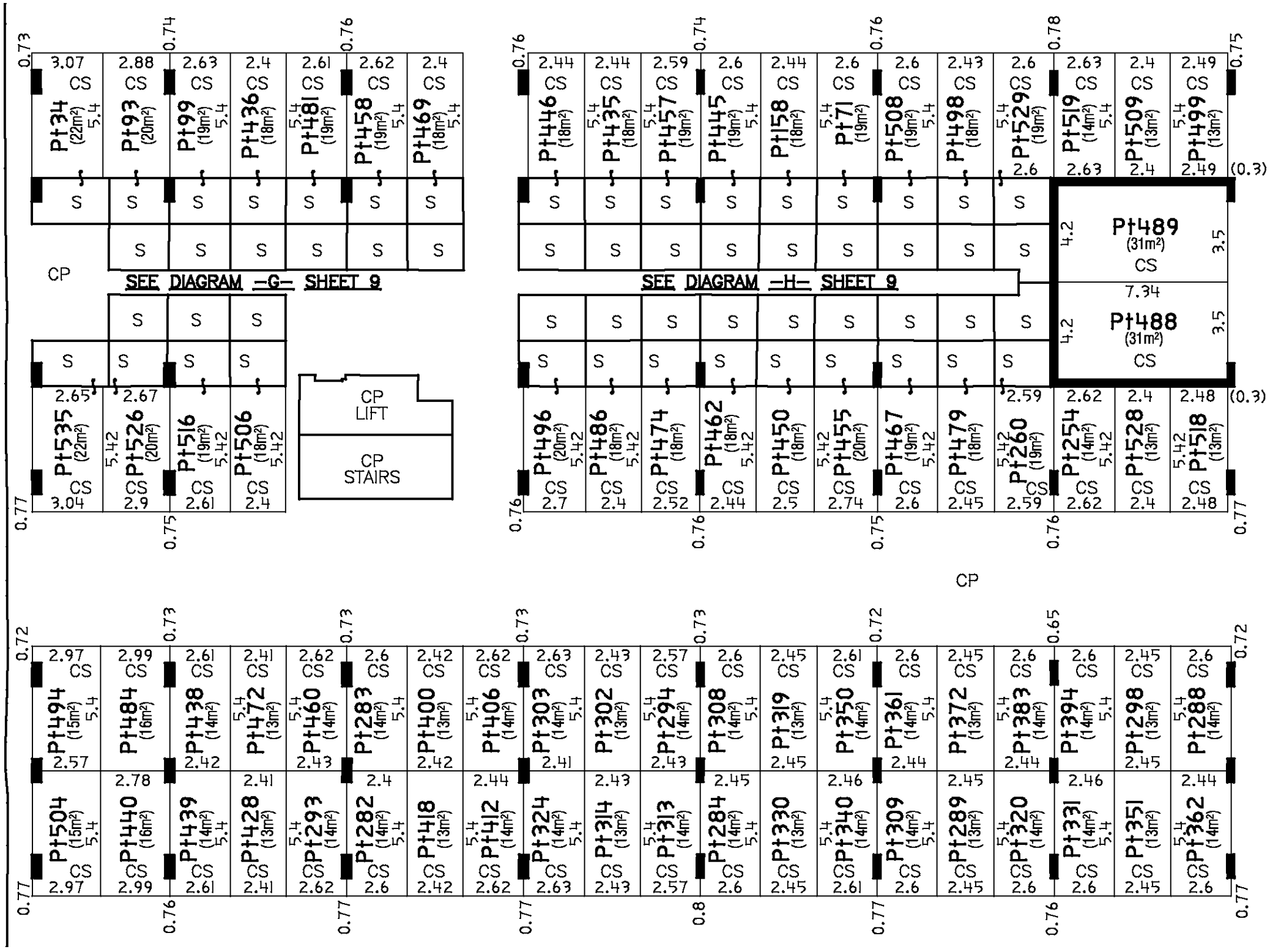

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

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

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 3 DIAGRAM C

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

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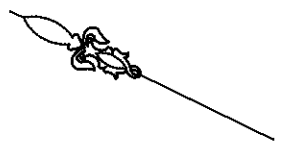
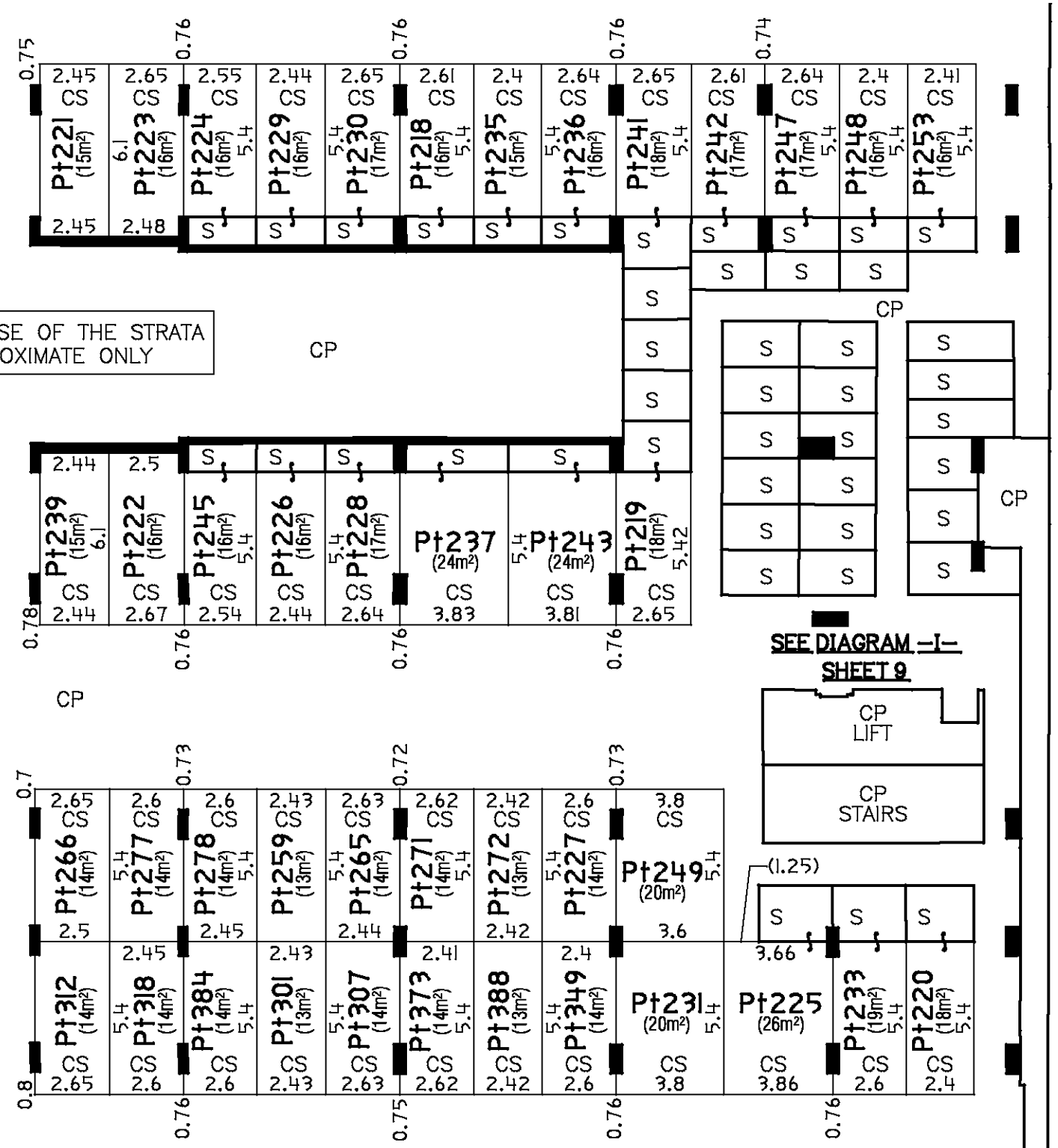


THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 3 DIAGRAM D

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

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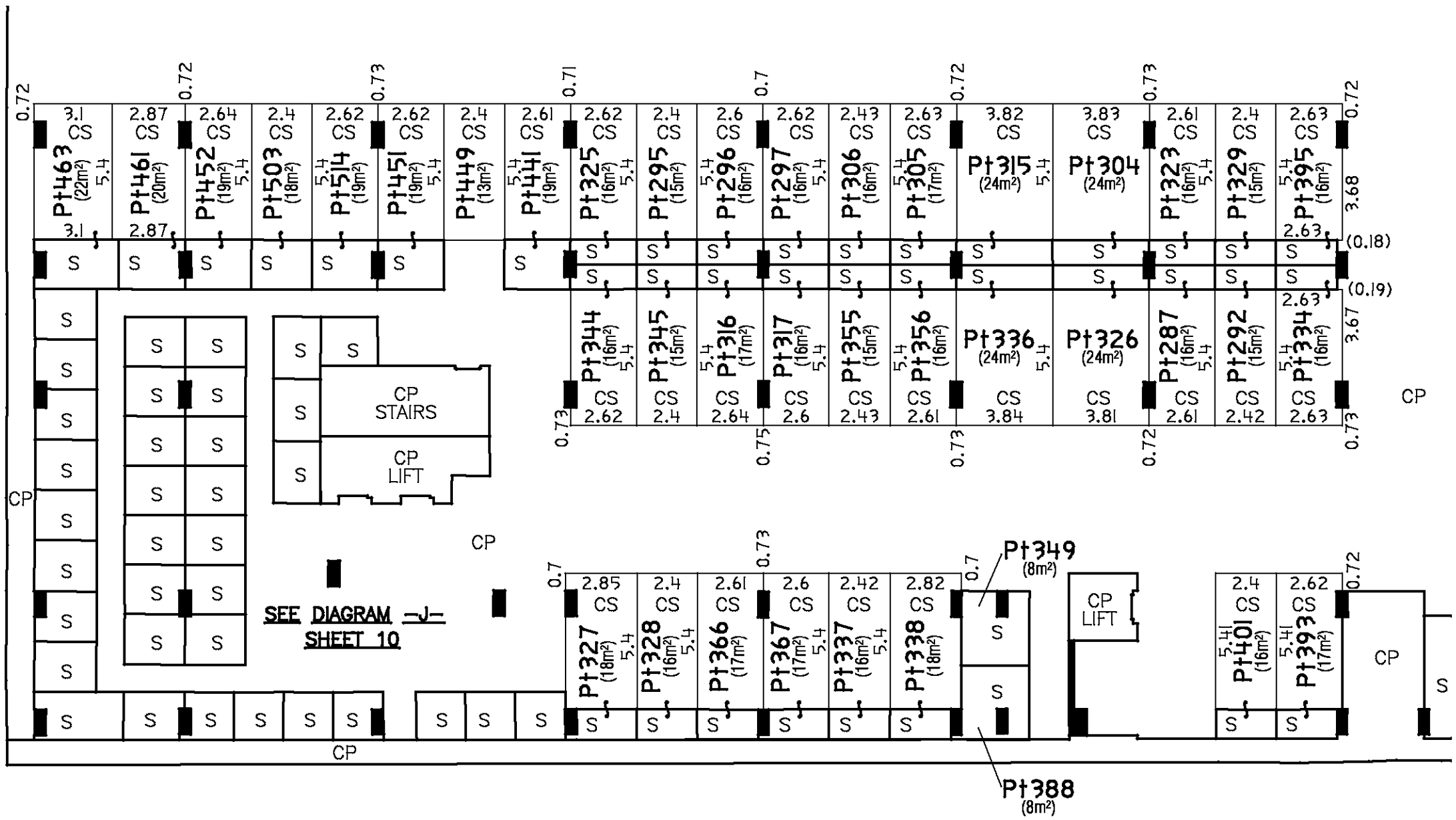
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 3 DIAGRAM E

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

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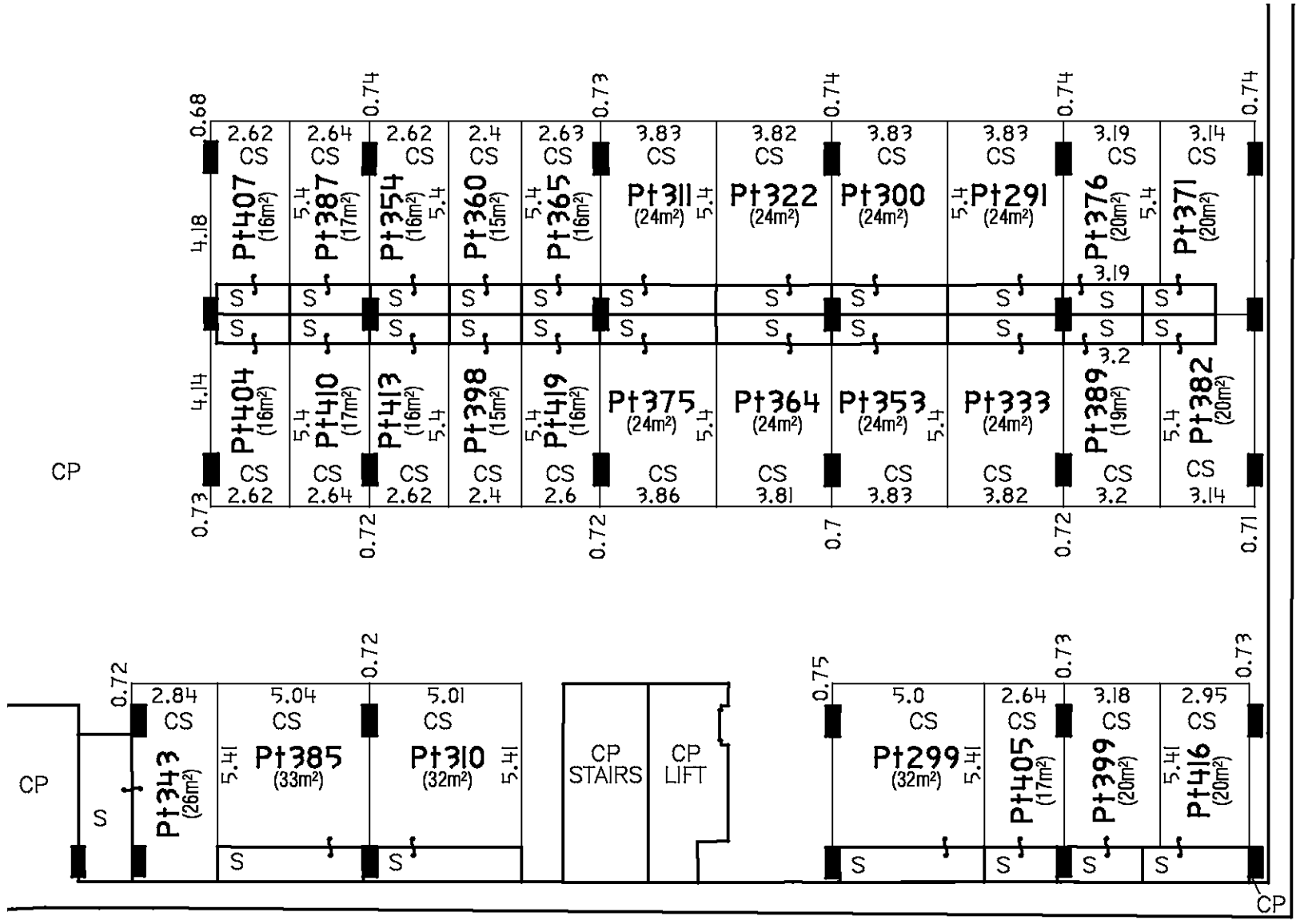

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 3 DIAGRAM F

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

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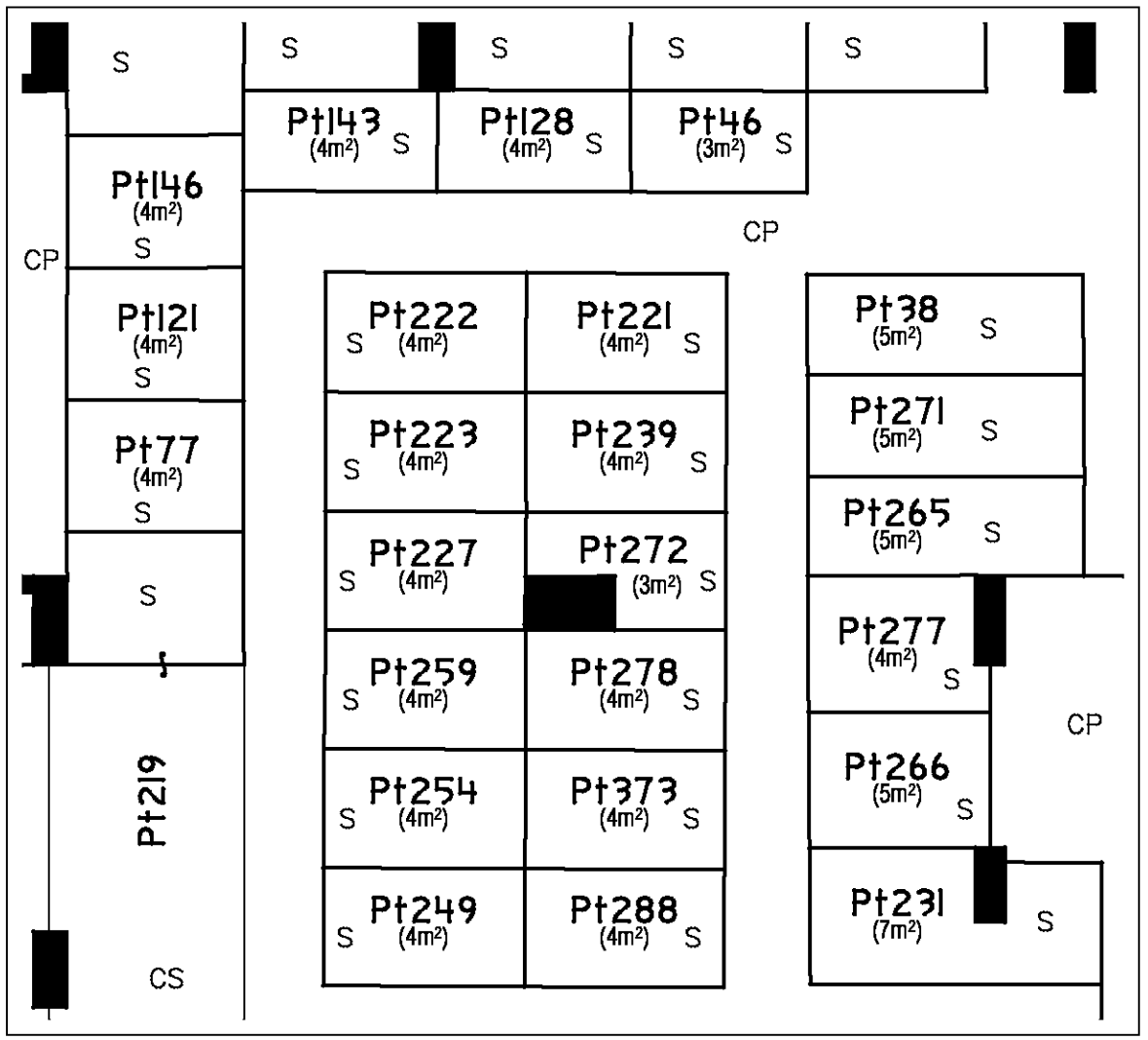


DIAGRAM I

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

DIAGRAM G

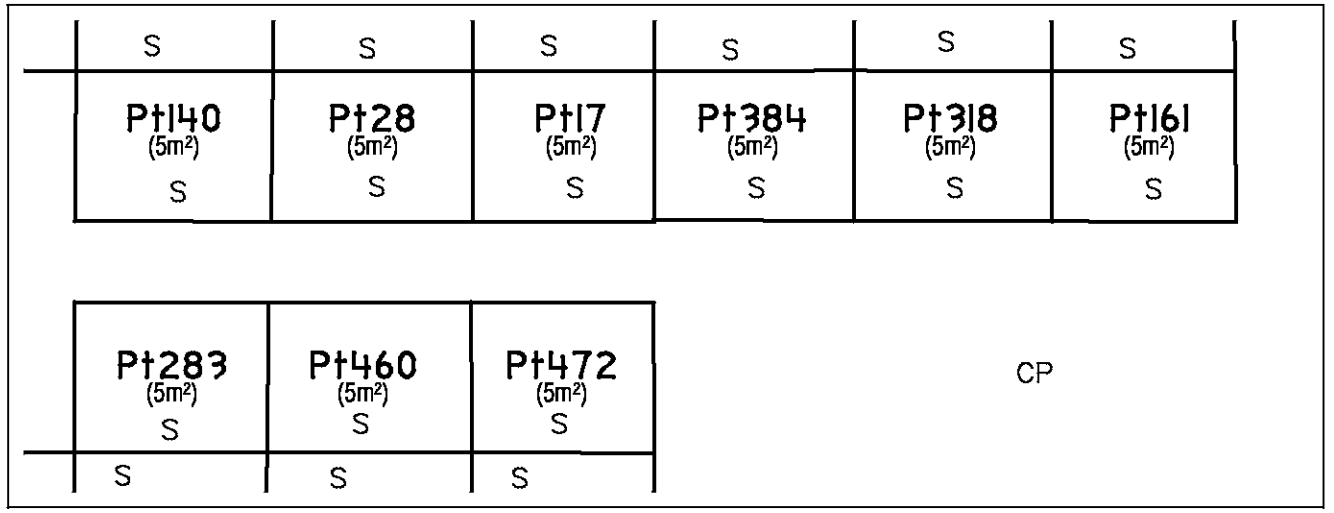
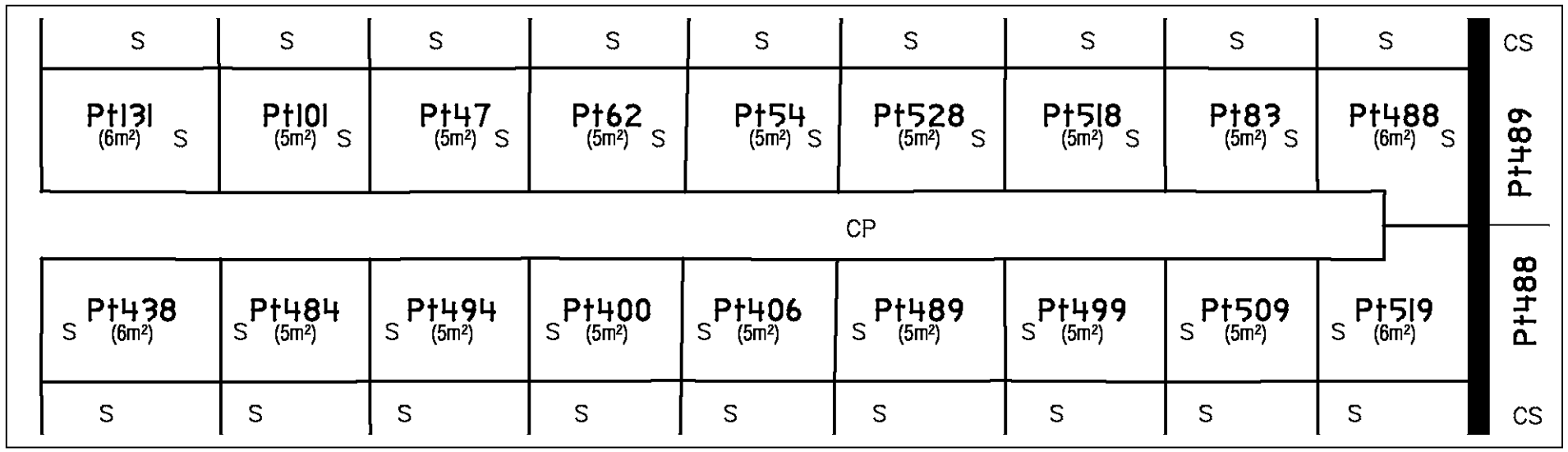


DIAGRAM H



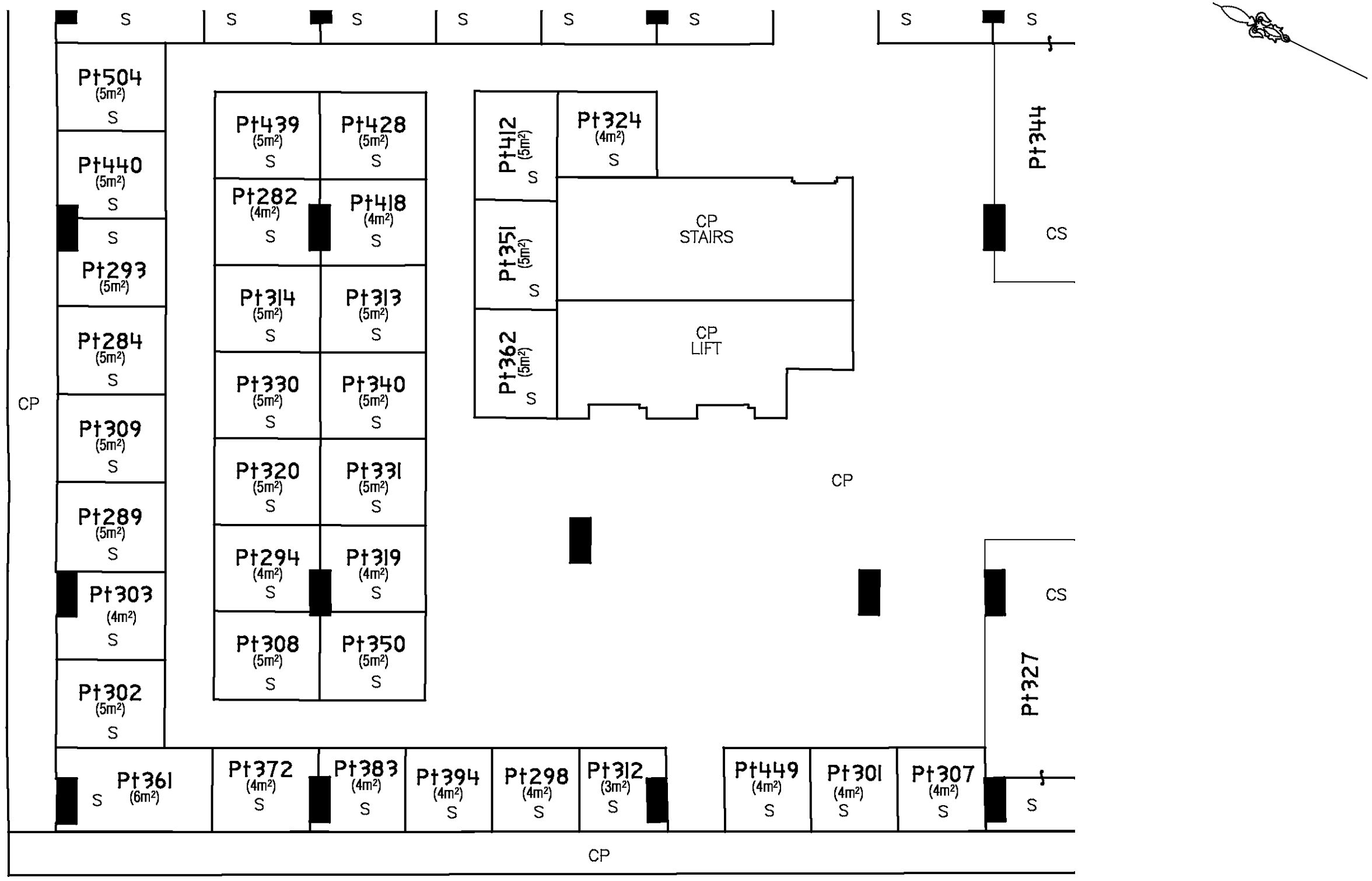
S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
▬ DENOTES COLUMN

BASEMENT 3
DIAGRAMS G TO I

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

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



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
▬ DENOTES COLUMN

BASEMENT 3
DIAGRAM J

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 100		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:10 of 79
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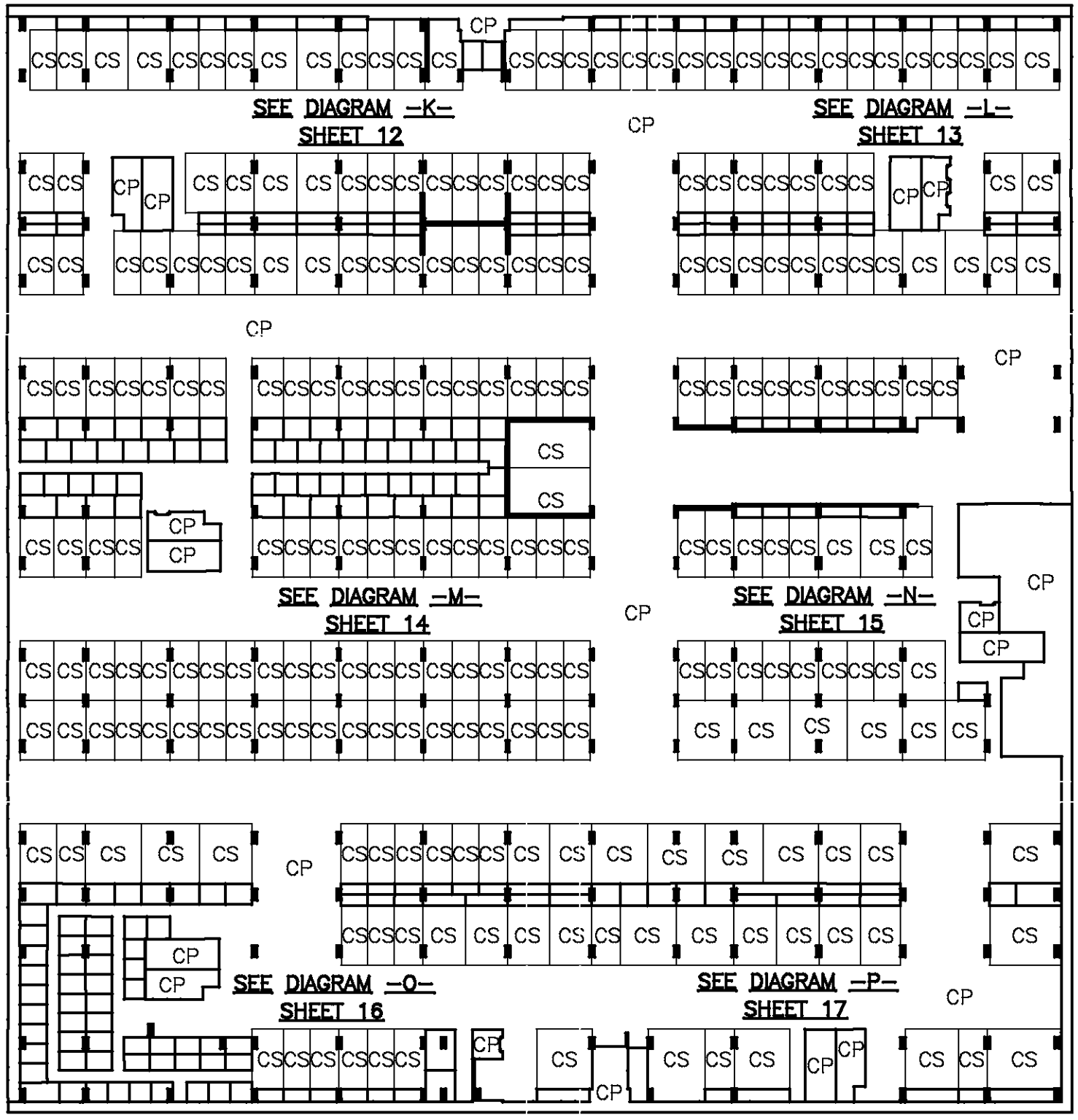

CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

BASEMENT 2

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 500		
Reference: SY073885.000.11		Lengths are in metres		

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

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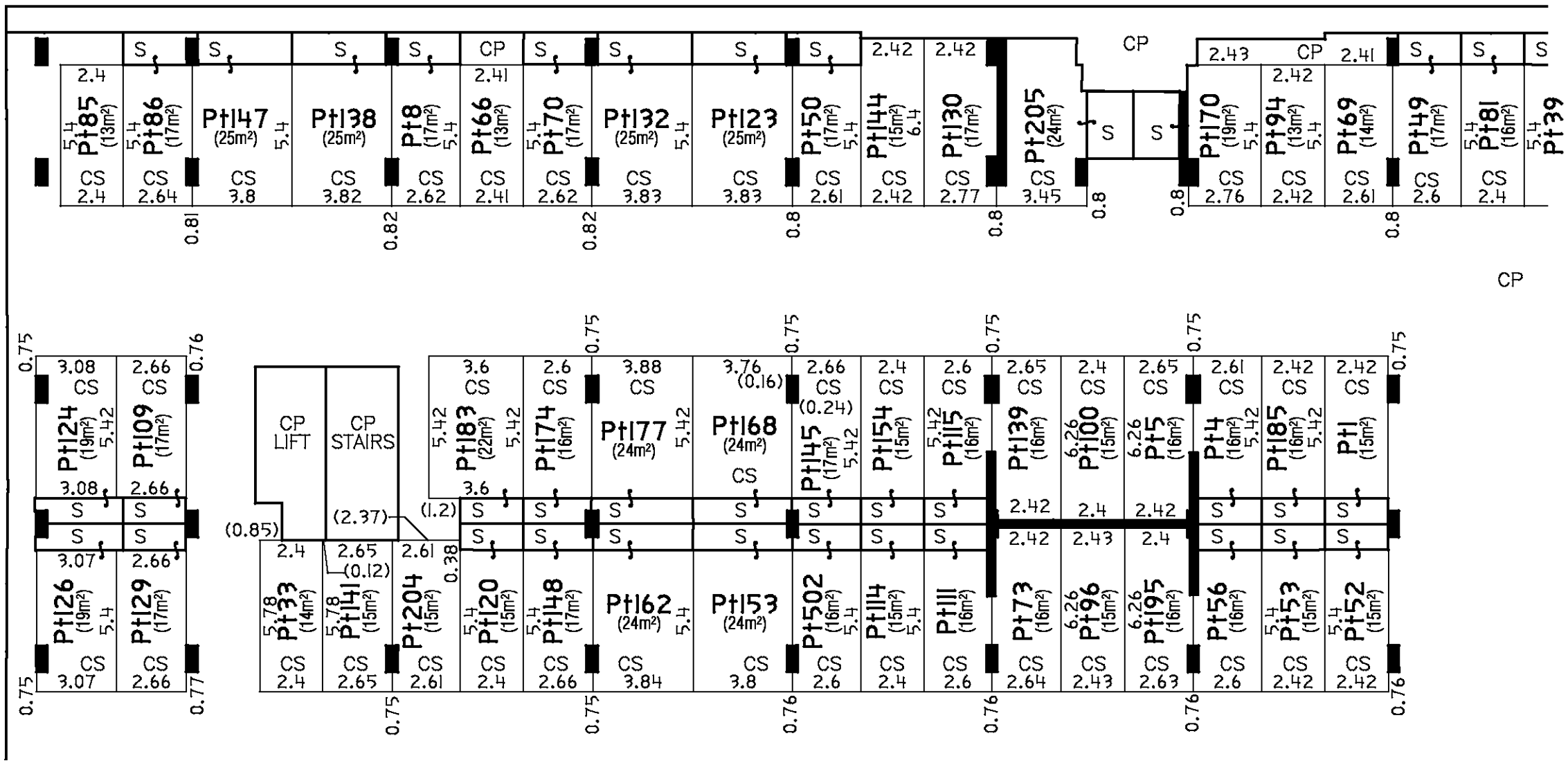

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 2 DIAGRAM K

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	**PLAN OF SUBDIVISION OF LOT 100 IN DP1239610**	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **200** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

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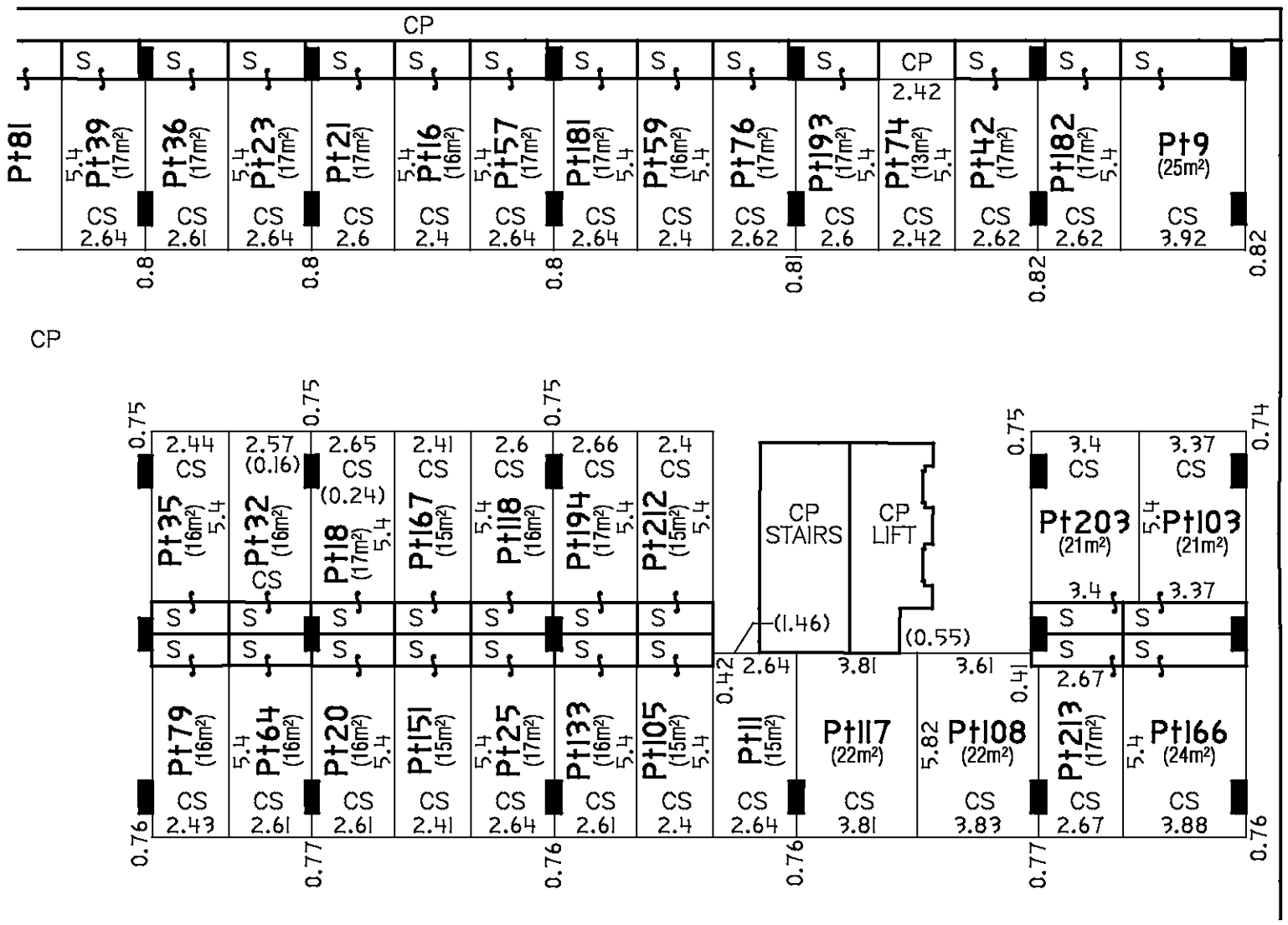
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 2 DIAGRAM L

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:14 of 79
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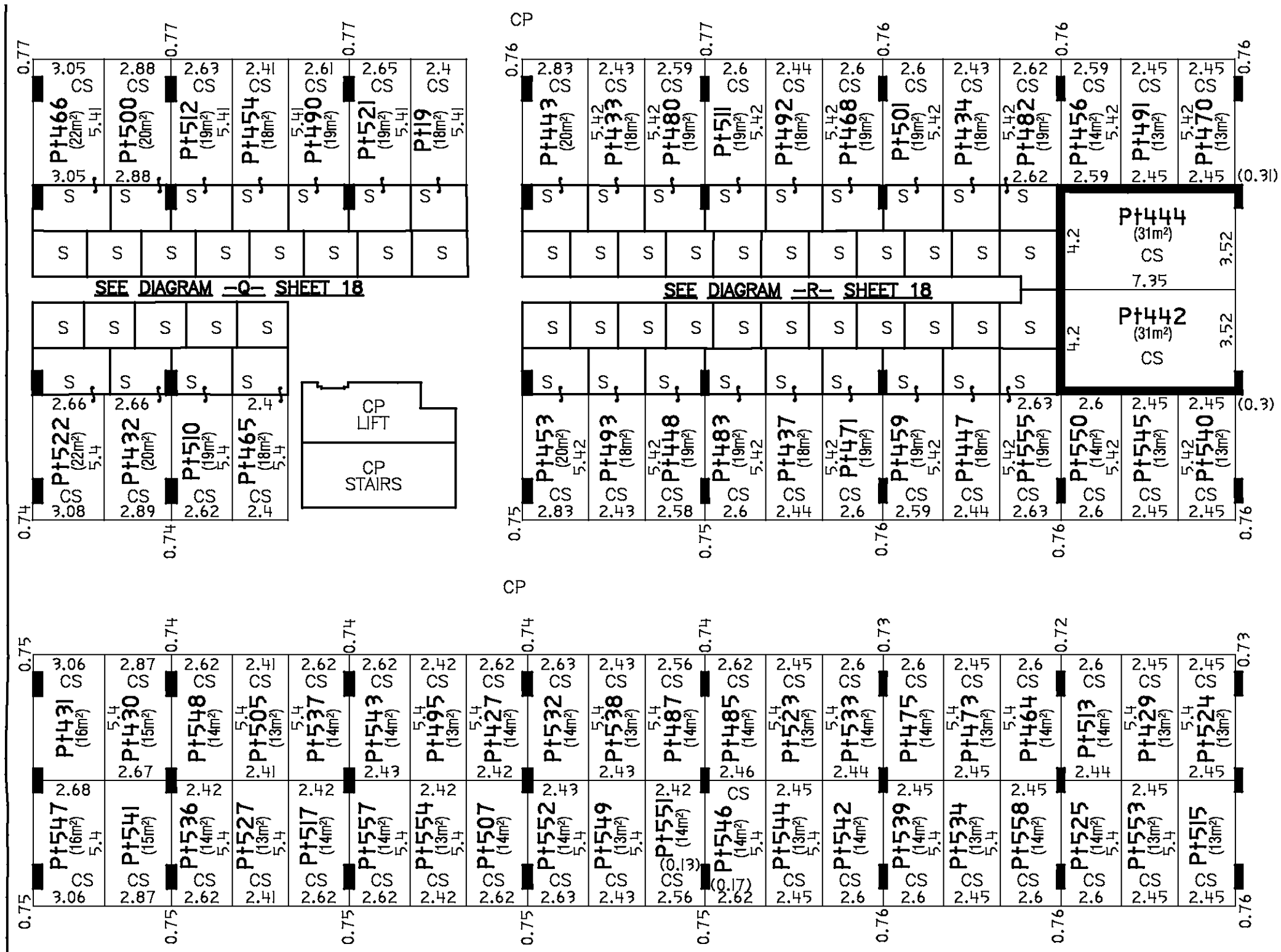

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

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

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 2 DIAGRAM M

SURVEYOR
Name: ROYSTON LOWE
Date: 18/11/2019
Reference: SY073885.000.11

PLAN OF SUBDIVISION OF LOT 100 IN DP1239610

L.G.A.: CITY OF PARRAMATTA
Locality: LIDCOMBE
Reduction Ratio: 1: 200
Lengths are in metres

REGISTERED
2.3.2020

SP100991

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

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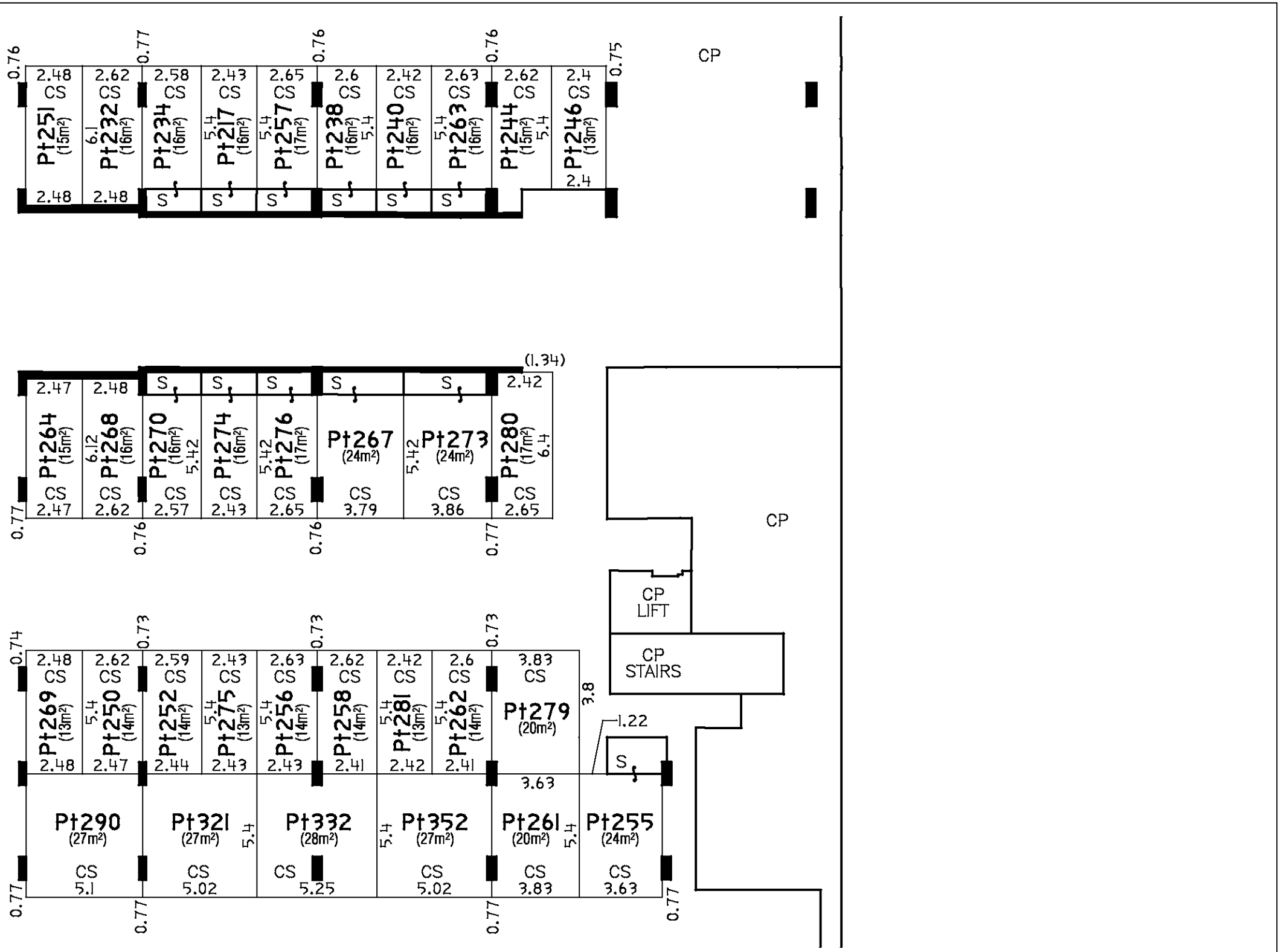

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

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

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 2 DIAGRAM N

SURVEYOR
Name: ROYSTON LOWE
Date: 18/11/2019
Reference: SY073885.000.11

PLAN OF SUBDIVISION OF LOT 100 IN DP1239610

L.G.A.: CITY OF PARRAMATTA
Locality: LIDCOMBE
Reduction Ratio: 1: 200
Lengths are in metres

REGISTERED
2.3.2020

SP100991

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

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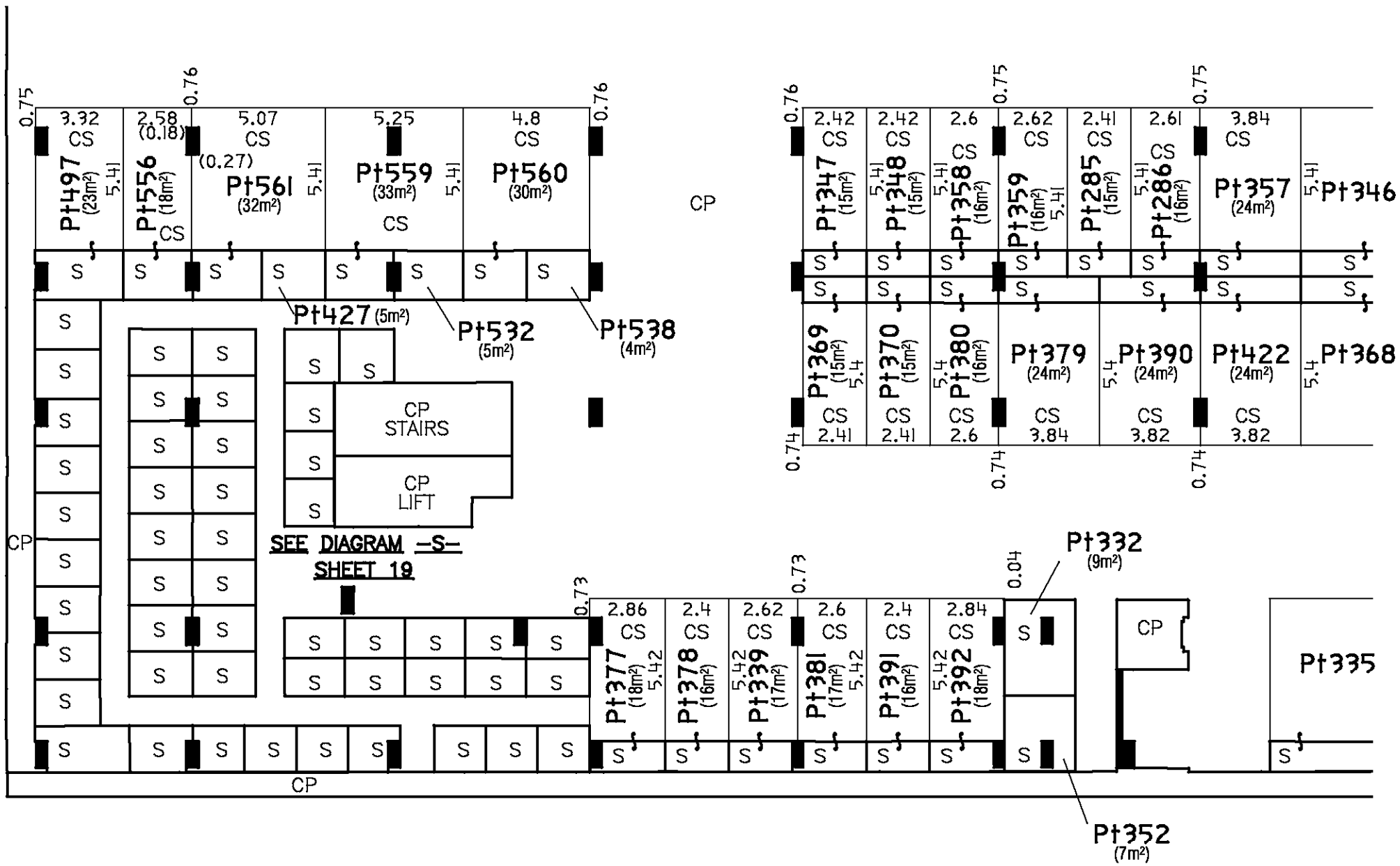
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 2 DIAGRAM O

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

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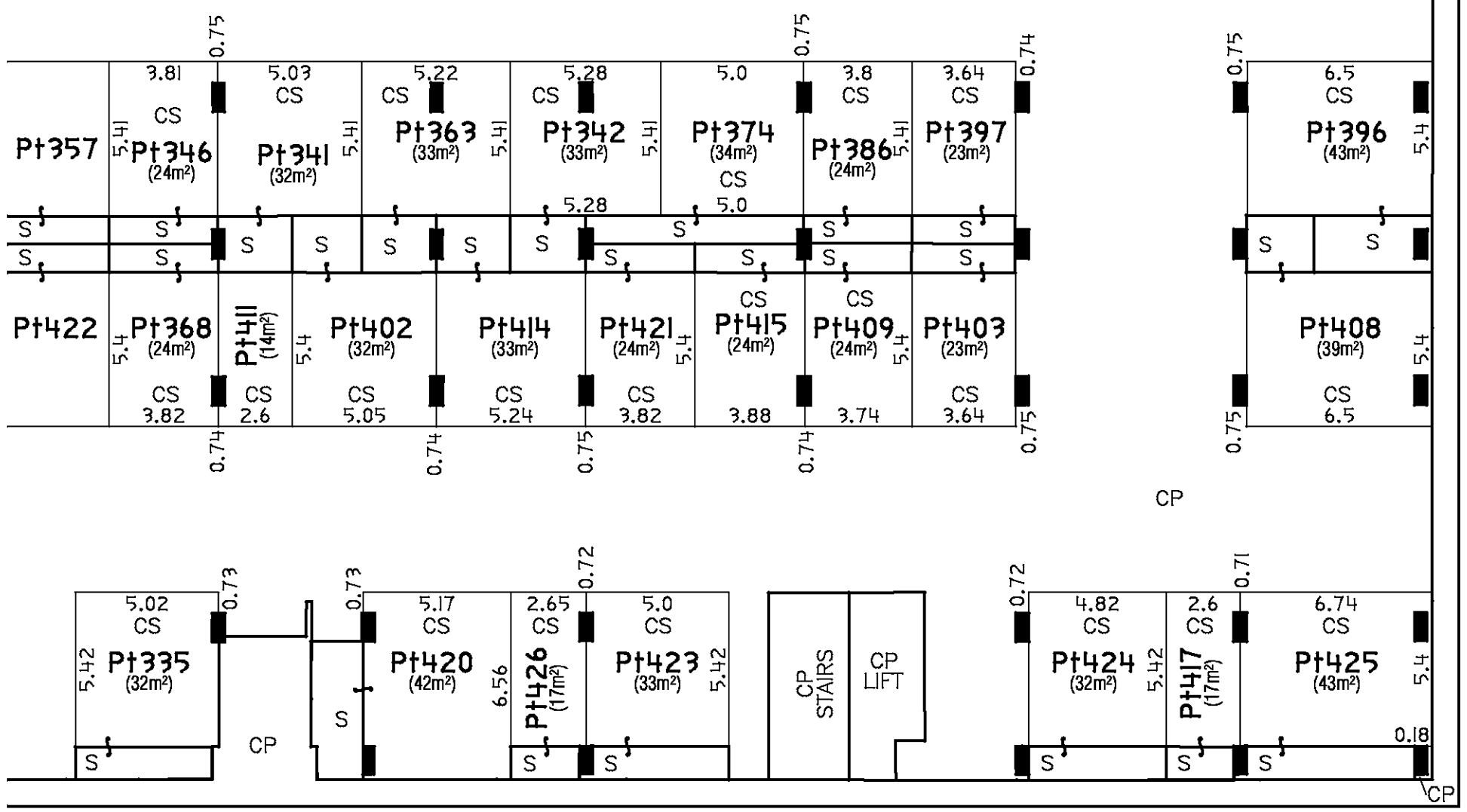
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 2 DIAGRAM P

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:18 of 79
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DIAGRAM Q

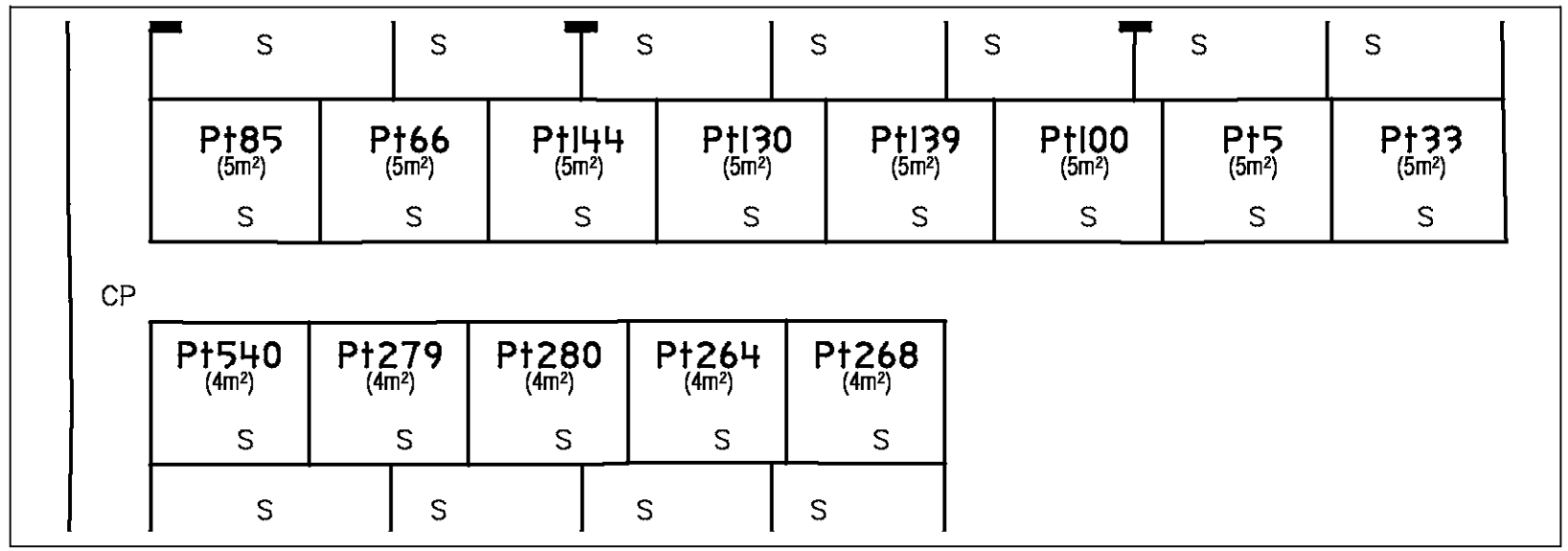
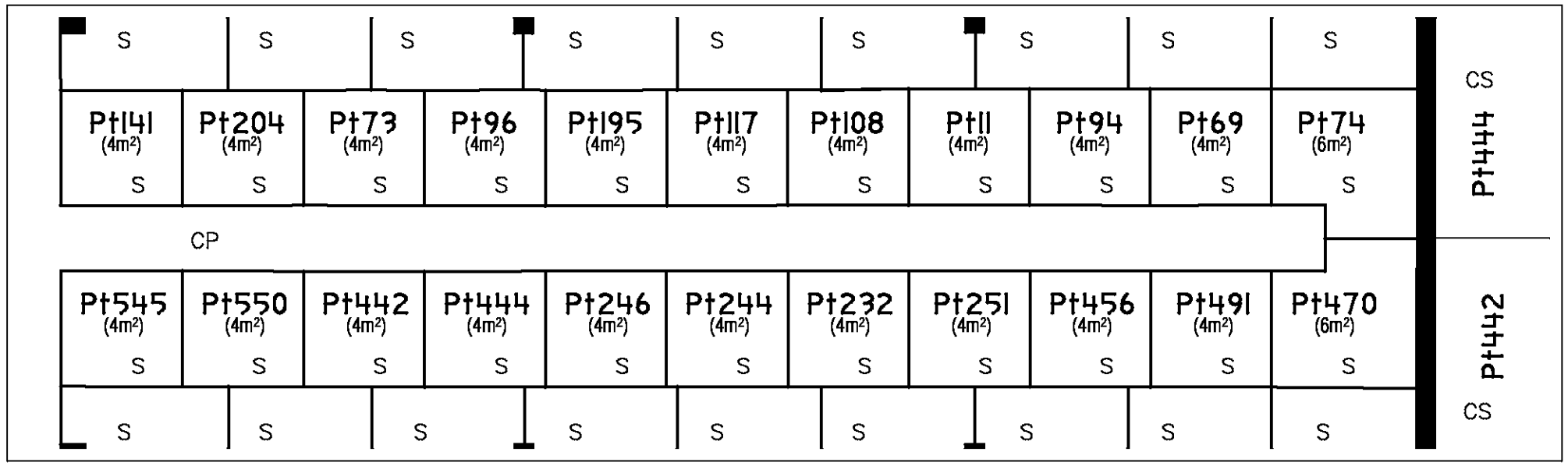


DIAGRAM R



S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
▬ DENOTES COLUMN

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

BASEMENT 2 DIAGRAMS Q & R

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **100** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:19 of 79
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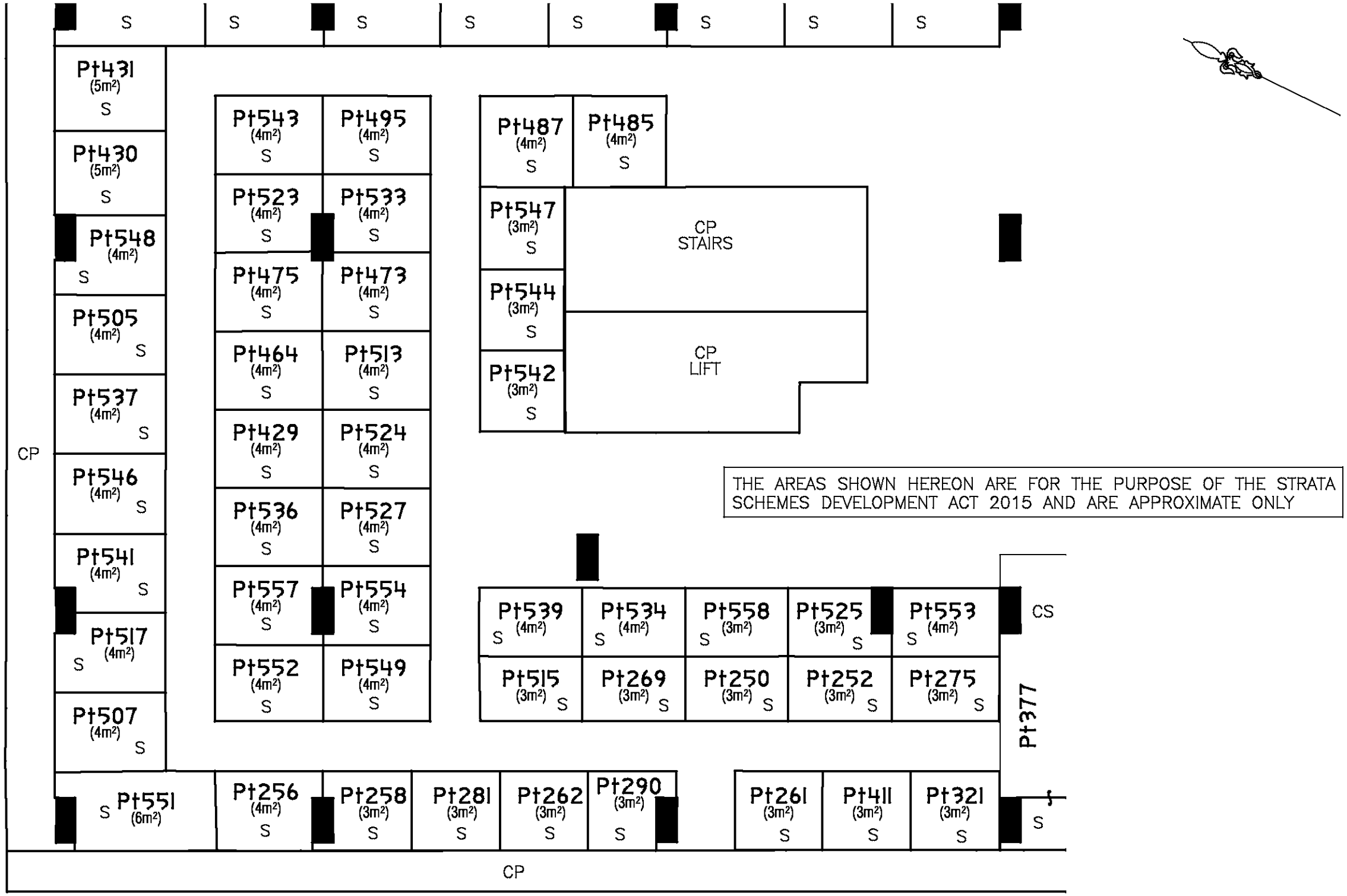

THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
▬ DENOTES COLUMN

BASEMENT 2
DIAGRAM S

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 12:27 /Seq:20 of 79 /Pgs:ALL /Prt:17-Mar-2020 12:27 /NSW LRS
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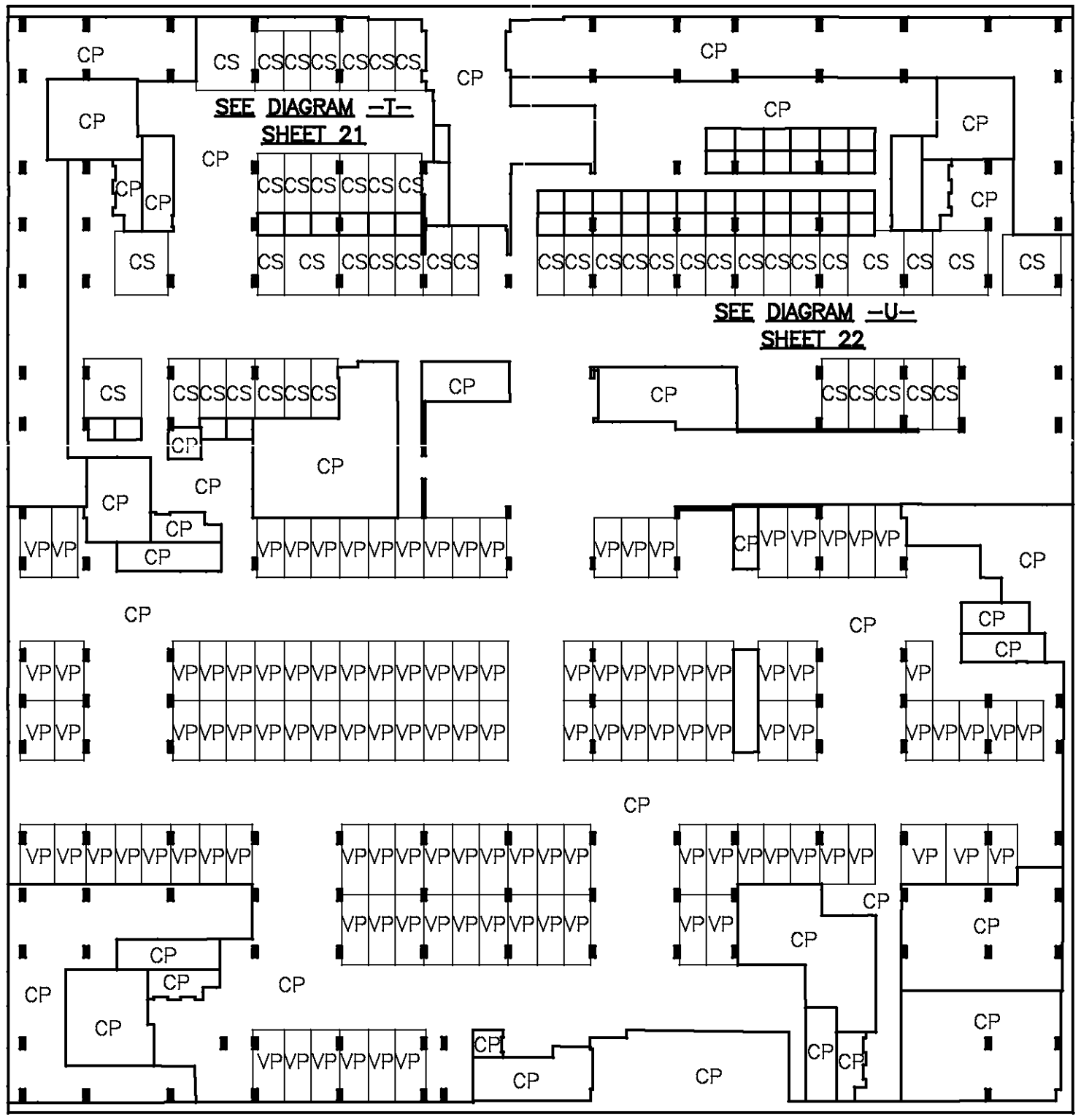

CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
VP DENOTES VISITOR PARKING AND IS COMMON PROPERTY
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

BASEMENT 1

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 500		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:21 of 79
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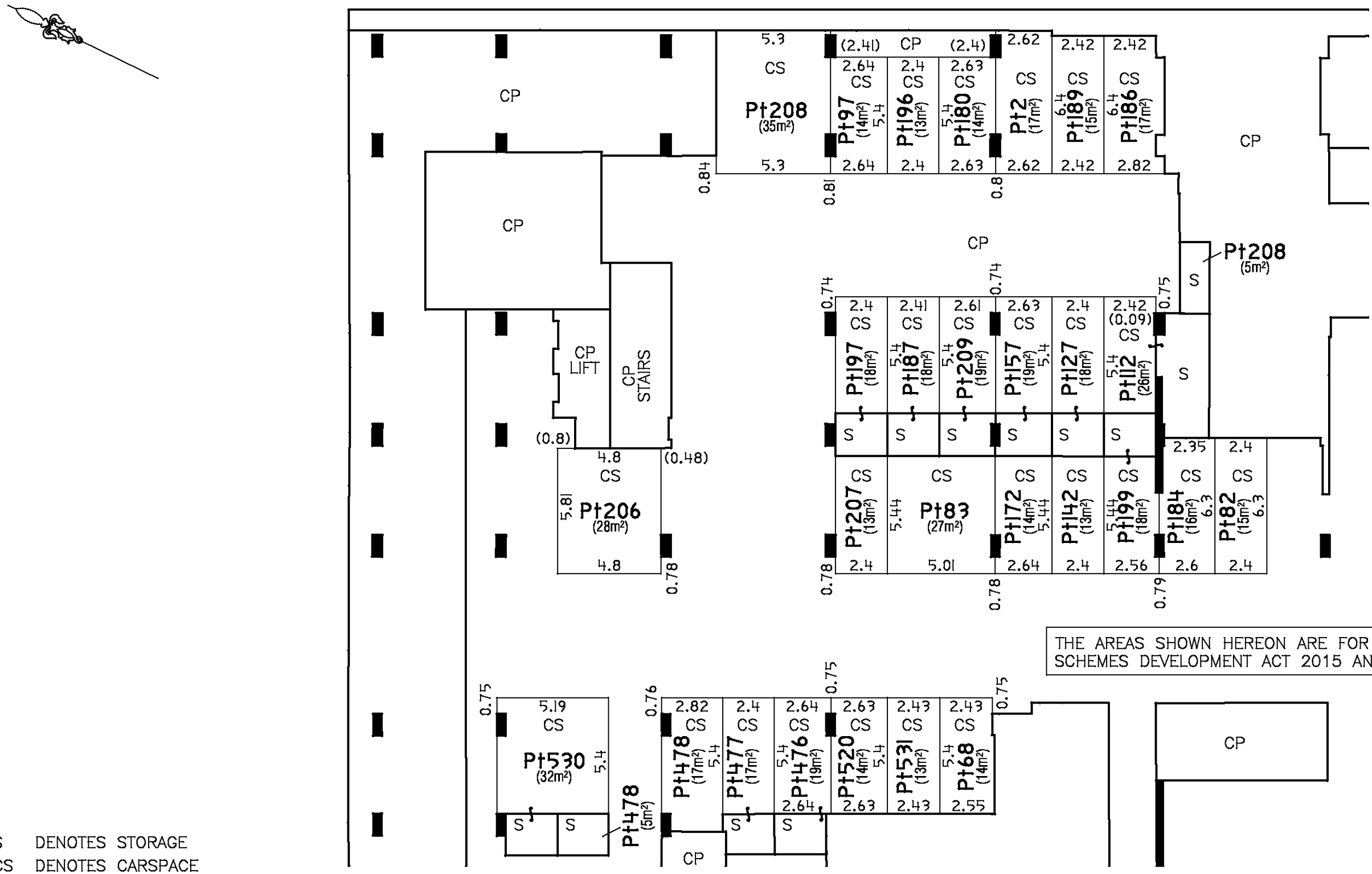

THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 1
DIAGRAM T

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:22 of 79
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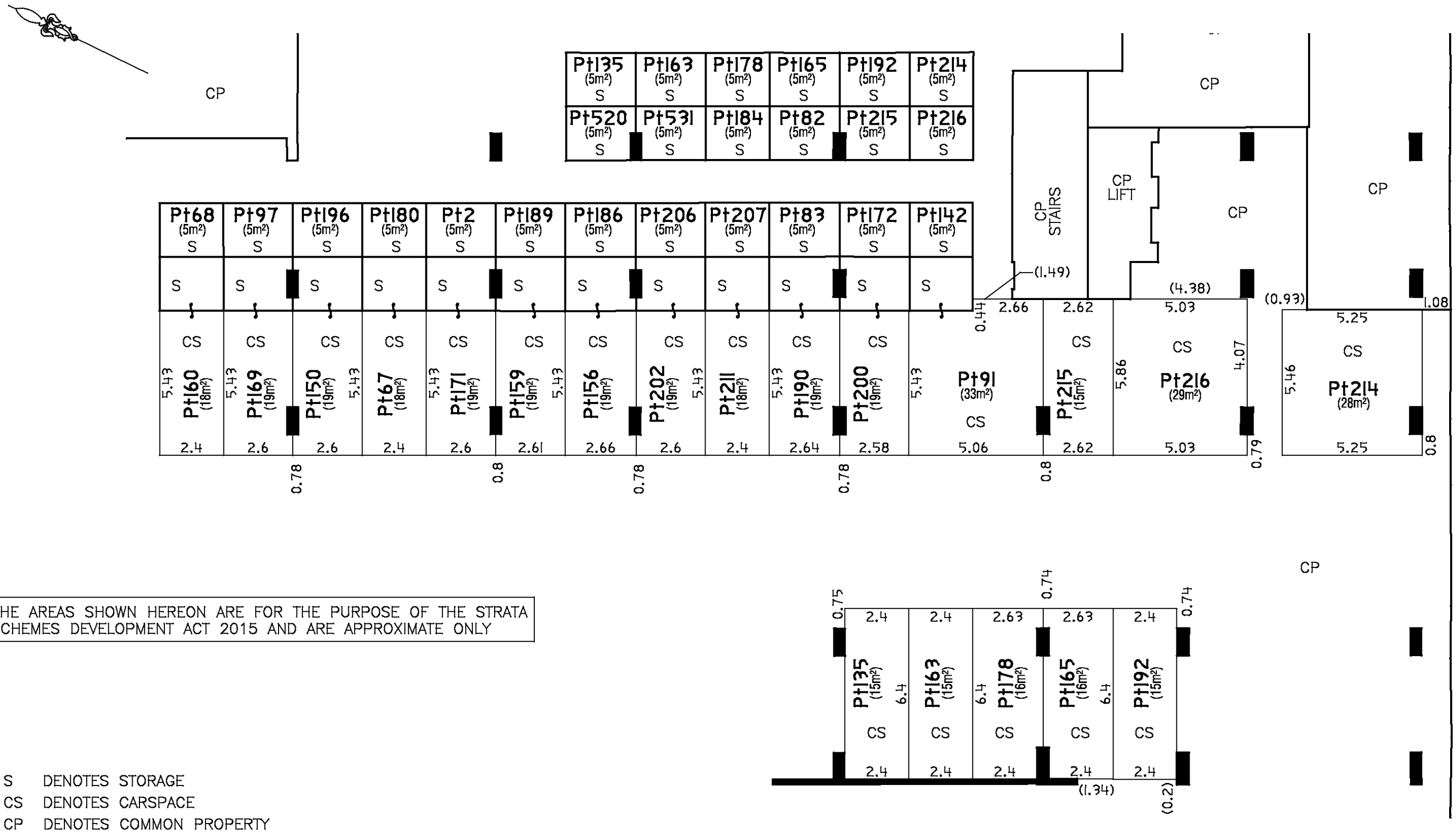

THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

S DENOTES STORAGE
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
DENOTES COLUMN
DENOTES PROLONGATION OF THE CENTRELINE OF COLUMN OR STORAGE CAGE, UNLESS OTHERWISE SHOWN
DENOTES PROLONGATION OF FACE OF COLUMN, STORAGE CAGE OR WALL

NOTE: CARSPACES ARE RECTANGULAR UNLESS OTHERWISE SHOWN

BASEMENT 1
DIAGRAM U

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 150		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:23 of 79
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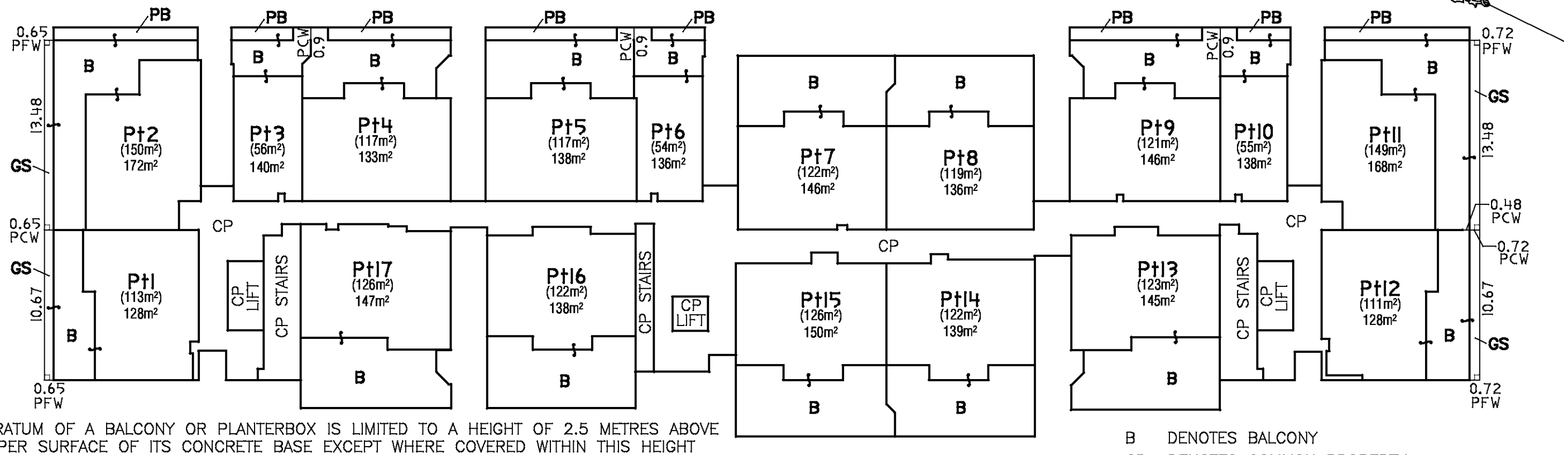
METAL FENCES FORM PART OF COMMON PROPERTY

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

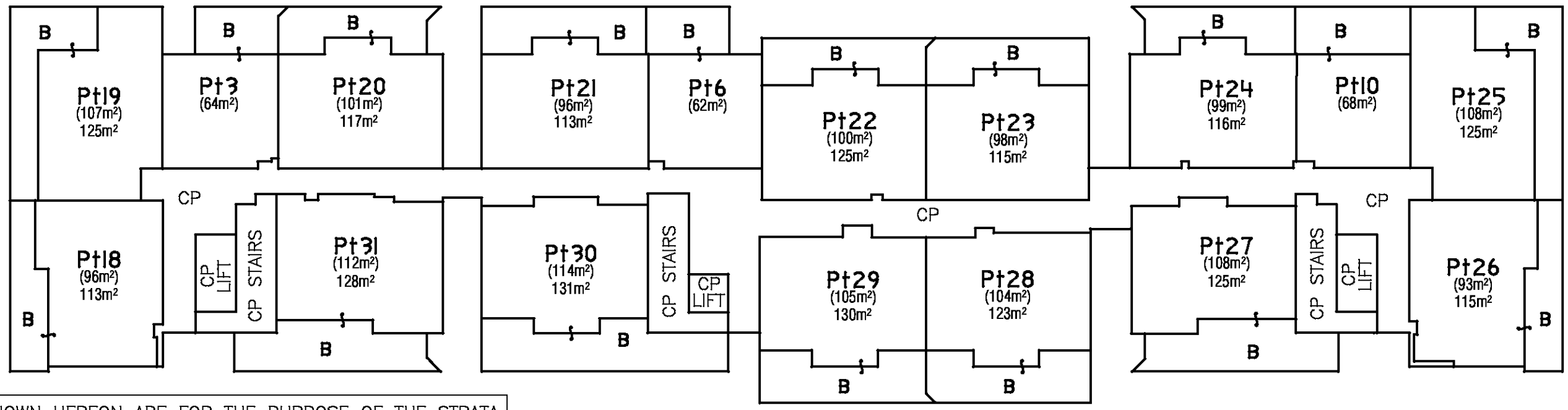
BUILDING A - GROUND FLOOR



THE STRATUM OF A BALCONY OR PLANTERBOX IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

THE STRATUM OF A GARDEN SPACE IS LIMITED IN DEPTH TO 1.5 METRES BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE WITHIN THIS DEPTH STATEMENT AND IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

BUILDING A - LEVEL 1



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
GS DENOTES GARDEN SPACE
PB DENOTES PLANTERBOX
PFW DENOTES PROLONGATION OF FACE OF WALL
PCW DENOTES PROLONGATION OF CENTRELINE OF WALL

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

⌐ DENOTES 90°

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:24 of 79
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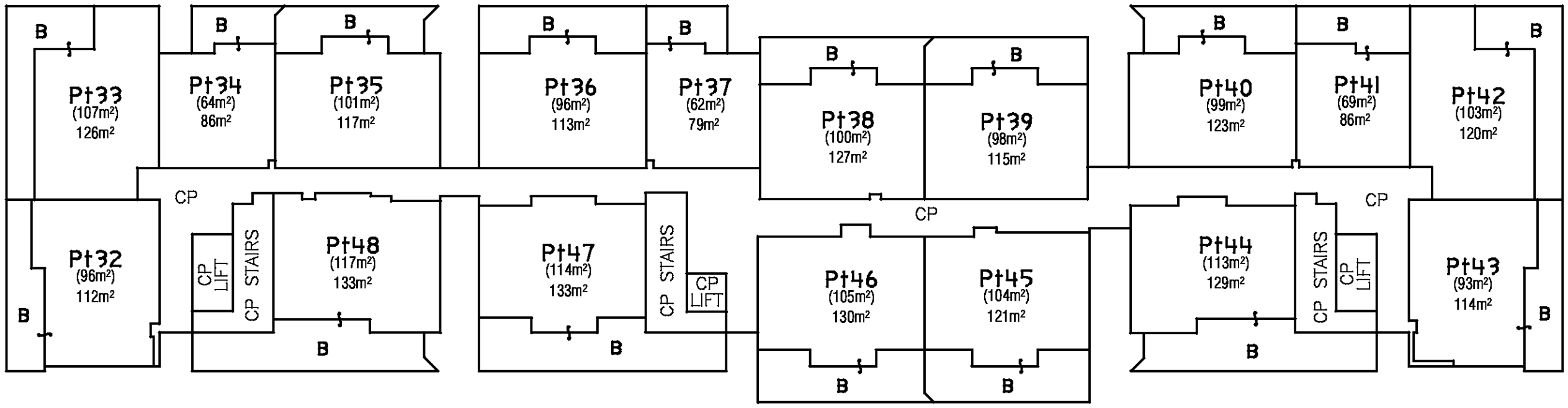
BUILDING A - LEVEL 2

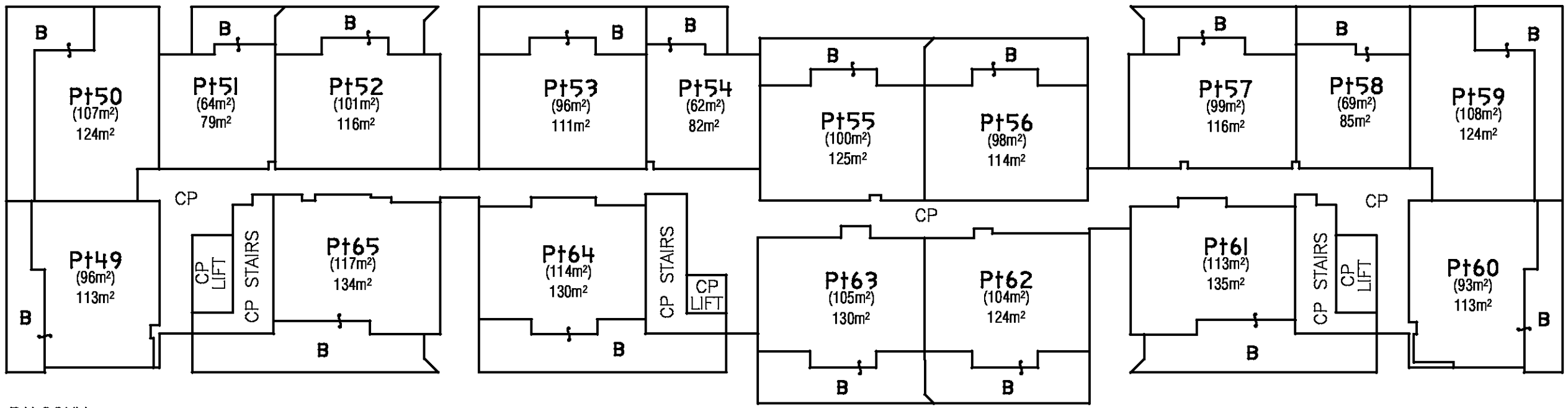


THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING A - LEVEL 3



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:25 of 79
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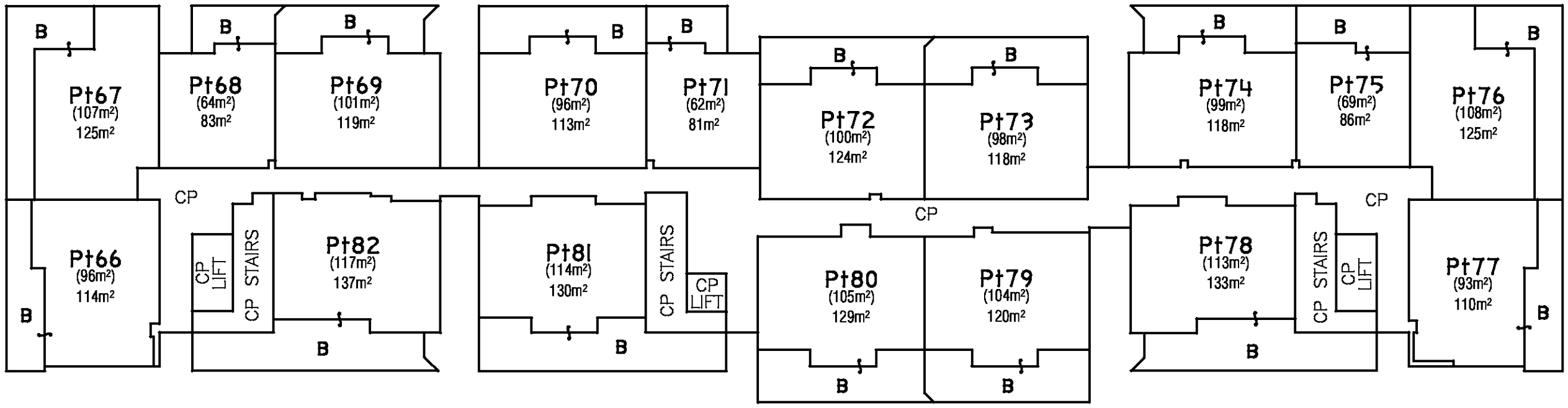
BUILDING A - LEVEL 4

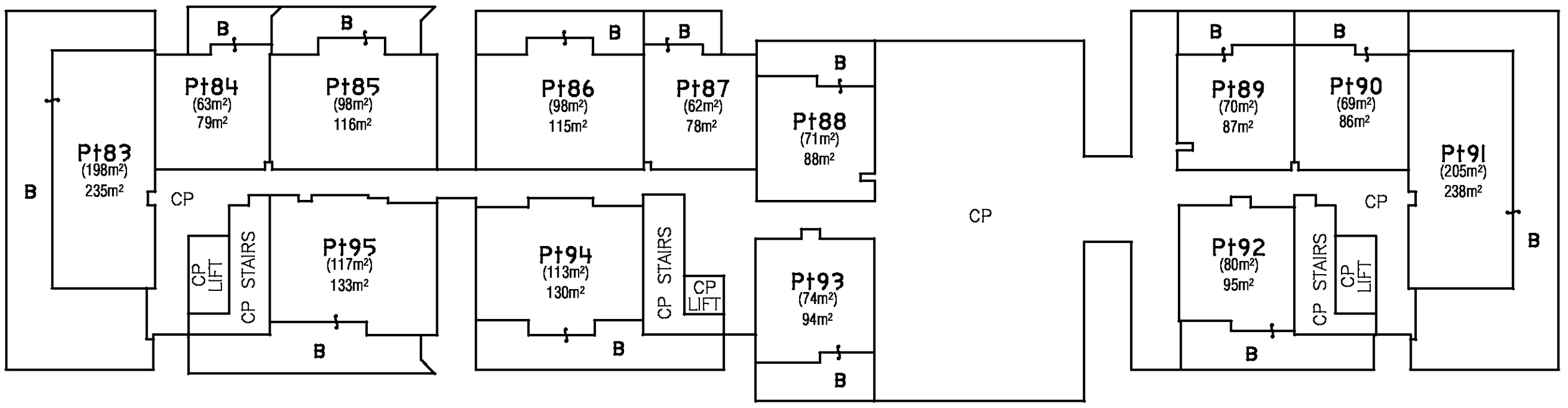


THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING A - LEVEL 5



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:26 of 79
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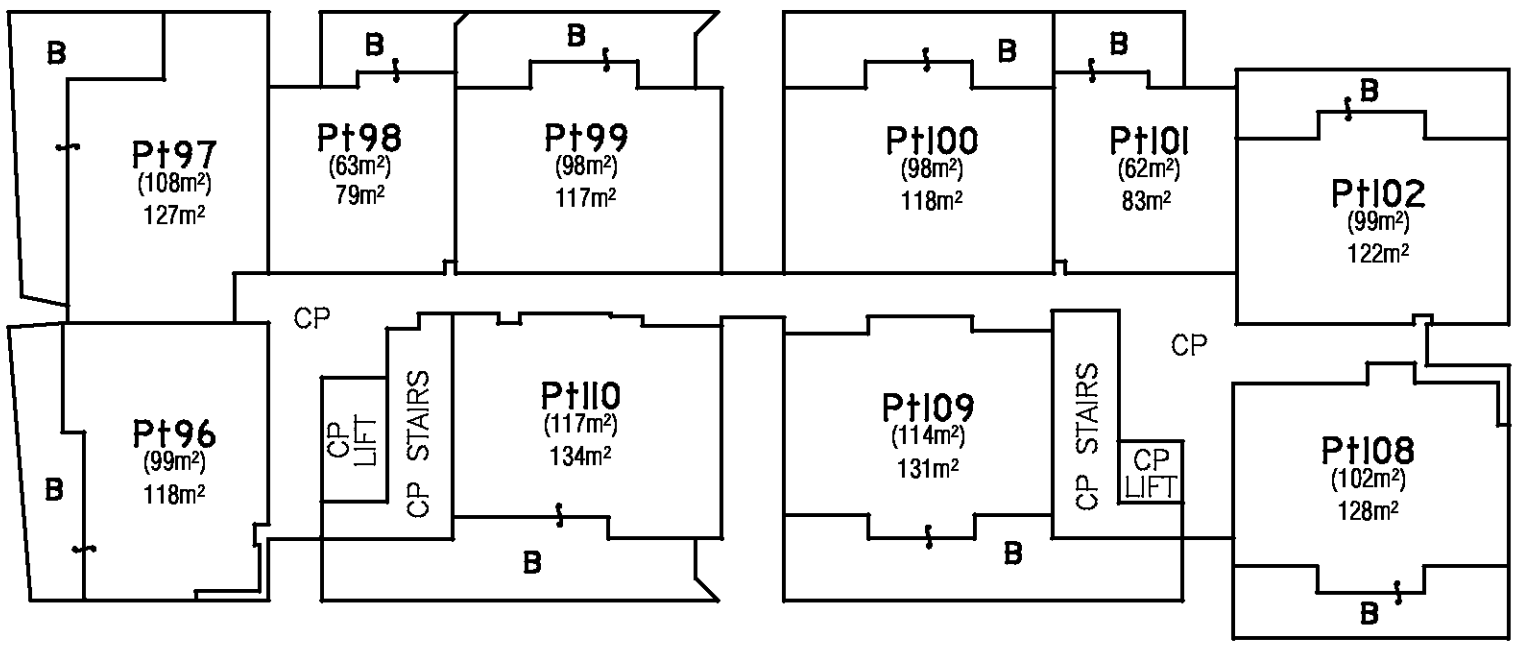
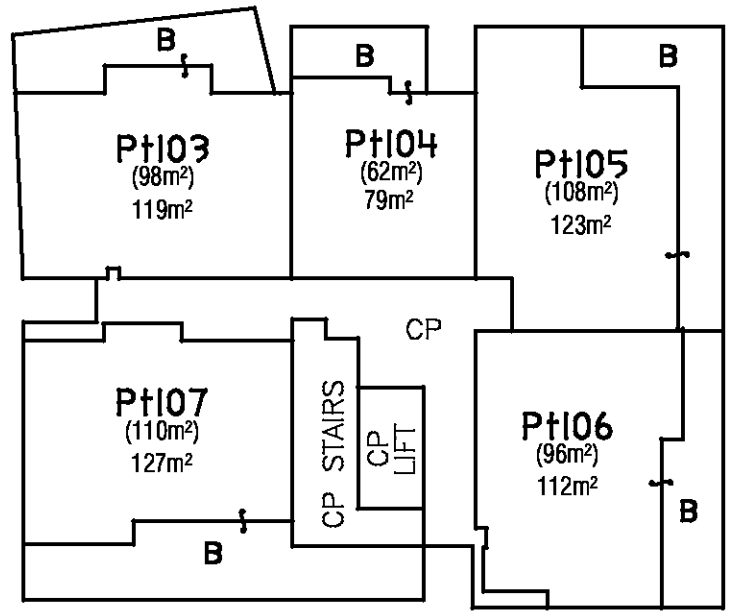
BUILDING A - LEVEL 6



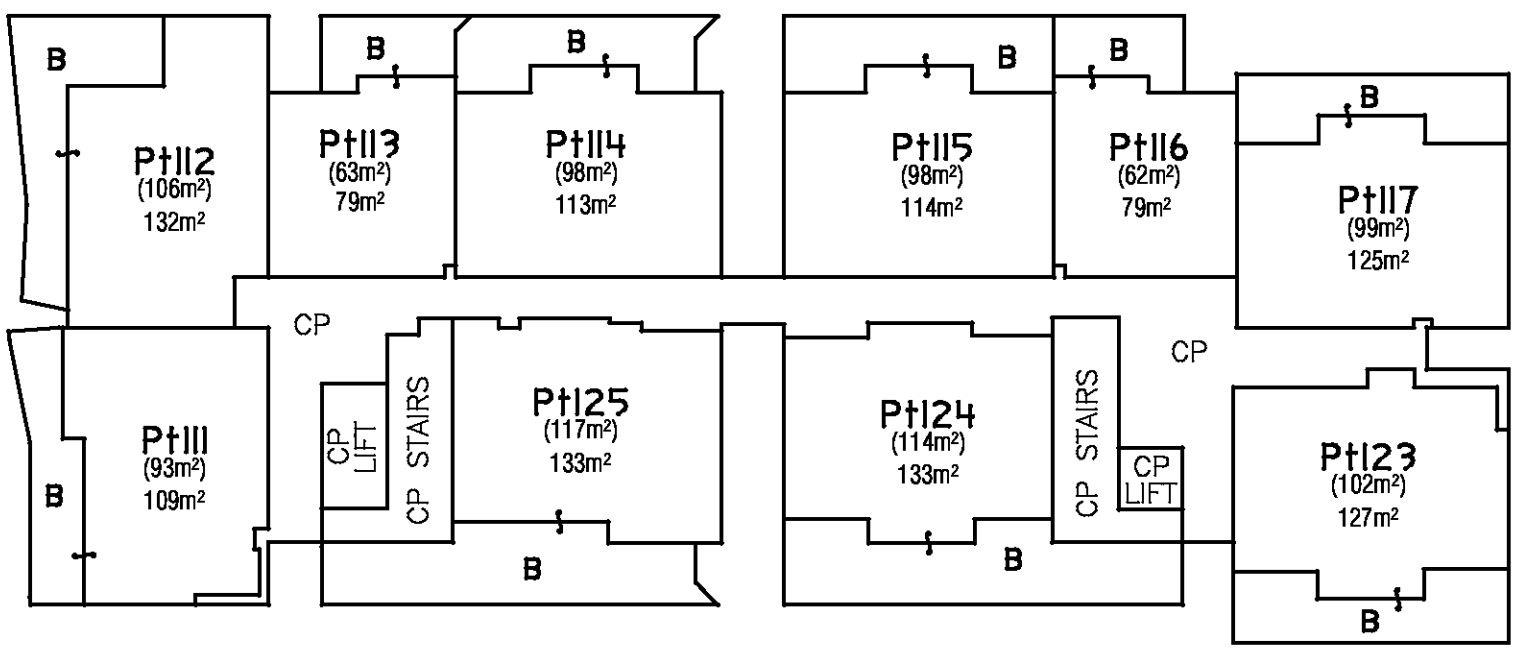


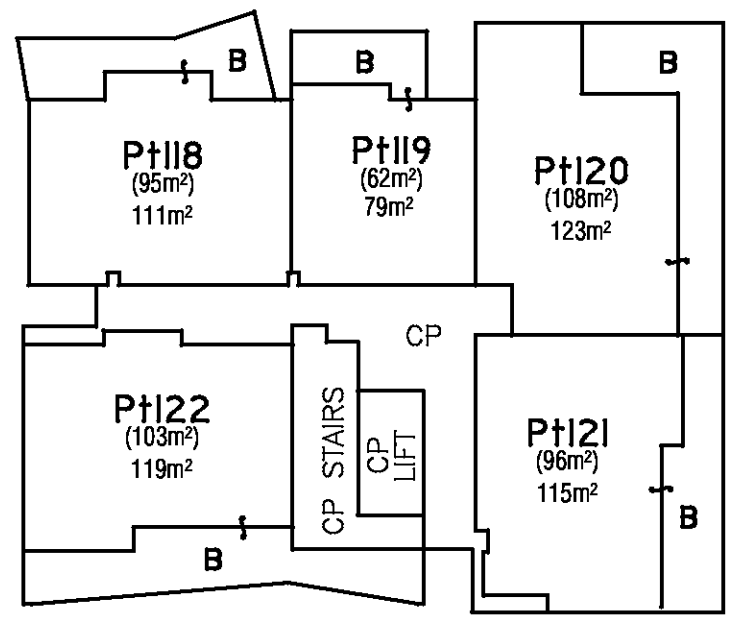
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING A - LEVEL 7





B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:27 of 79
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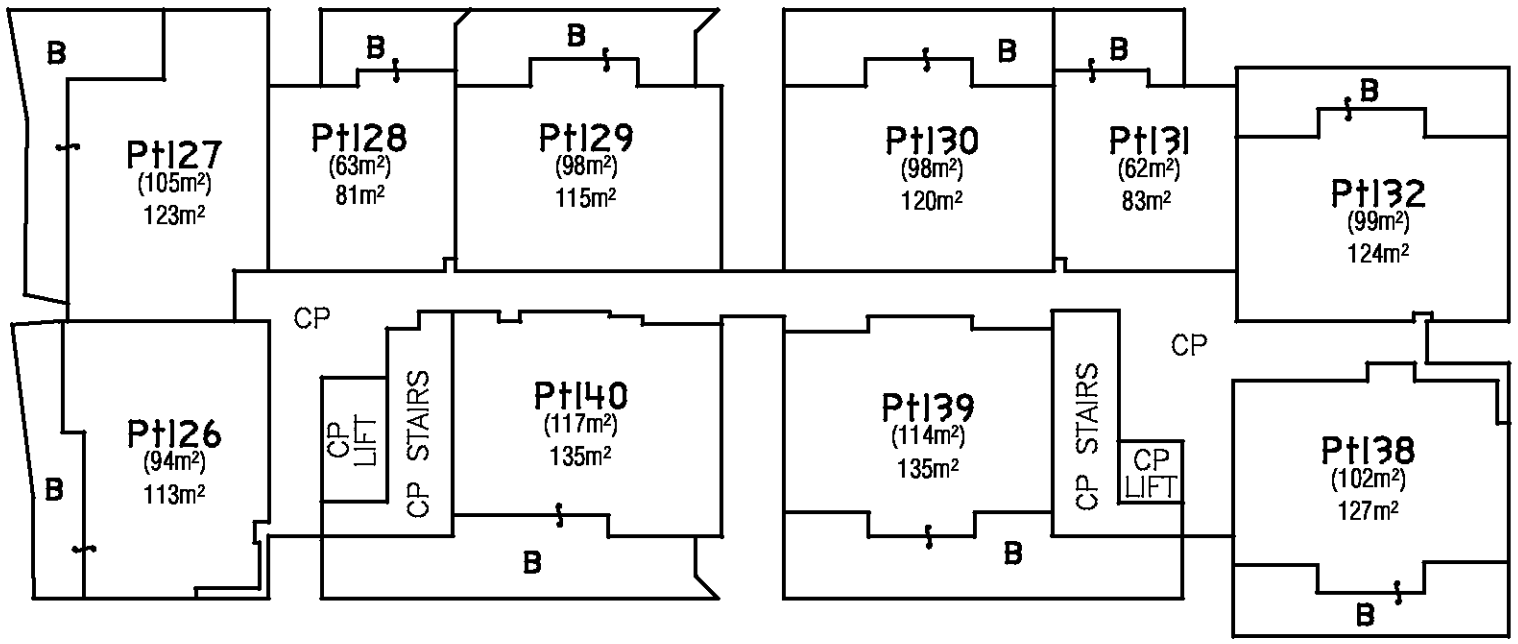
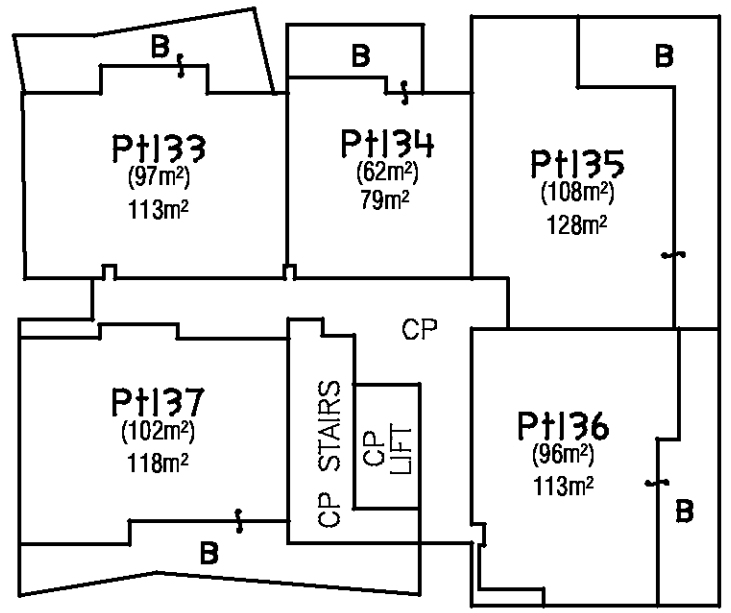
BUILDING A - LEVEL 8



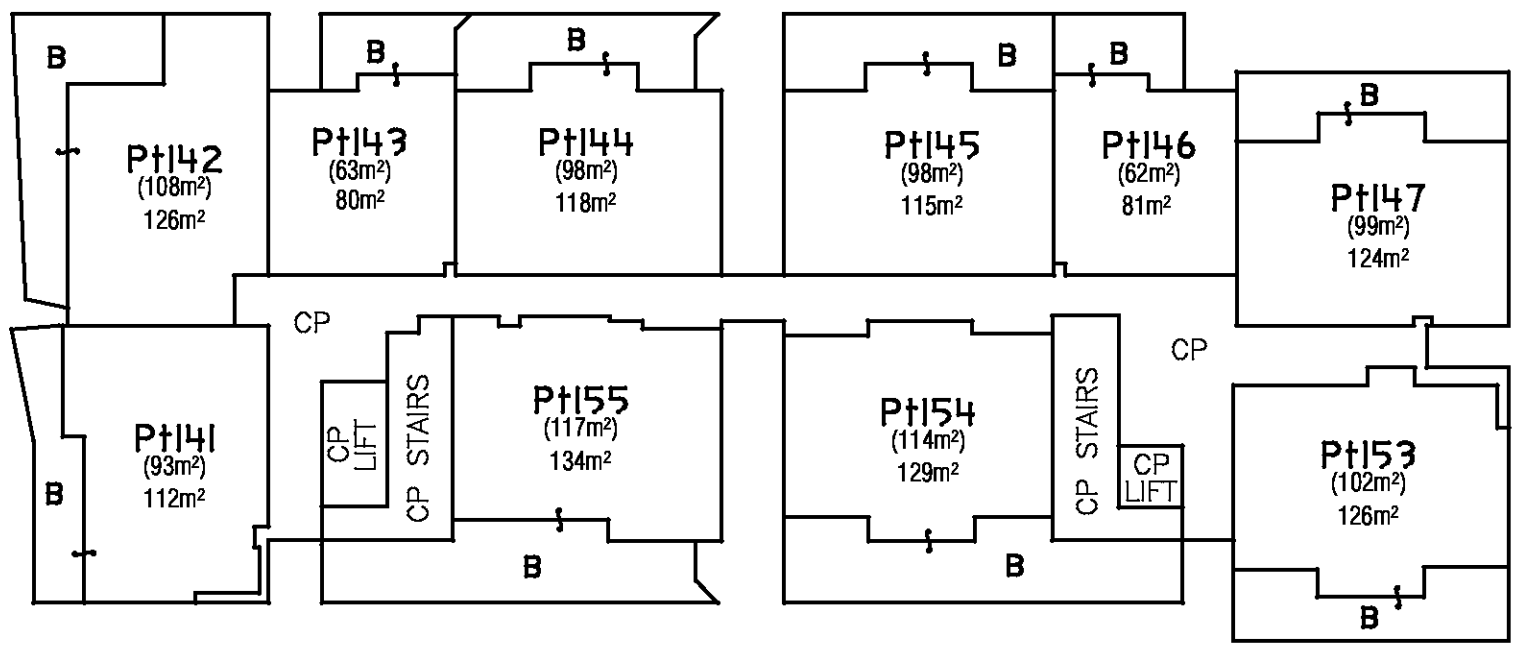


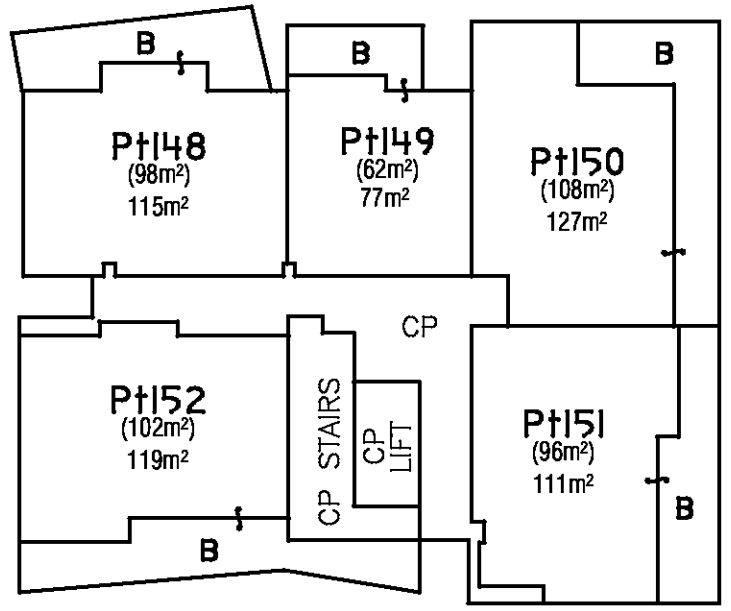
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING A - LEVEL 9





B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS
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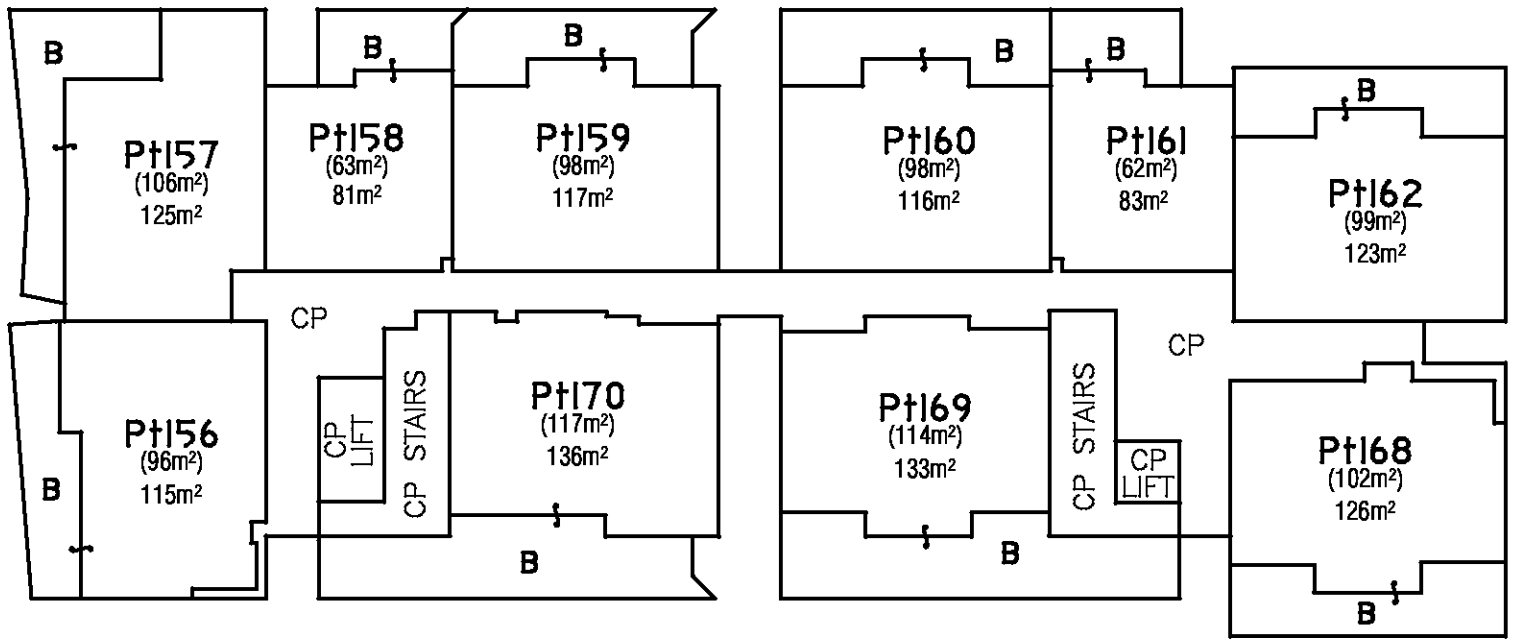
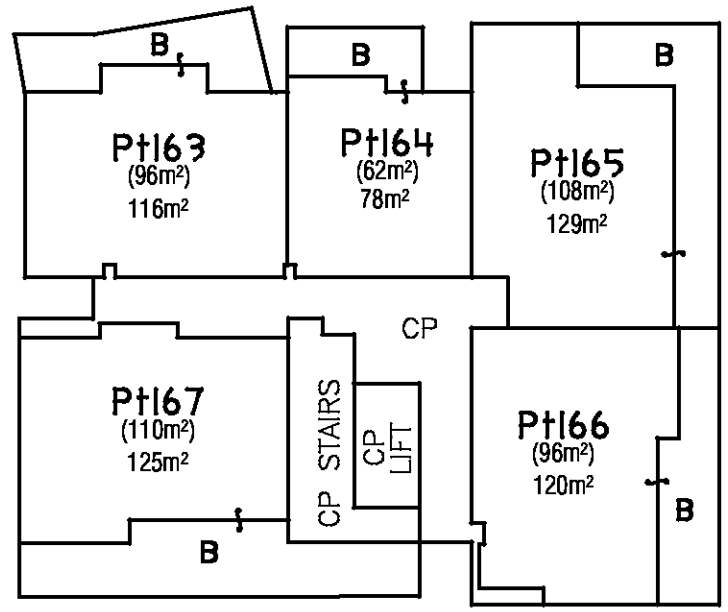
LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:28 of 79

BUILDING A - LEVEL 10



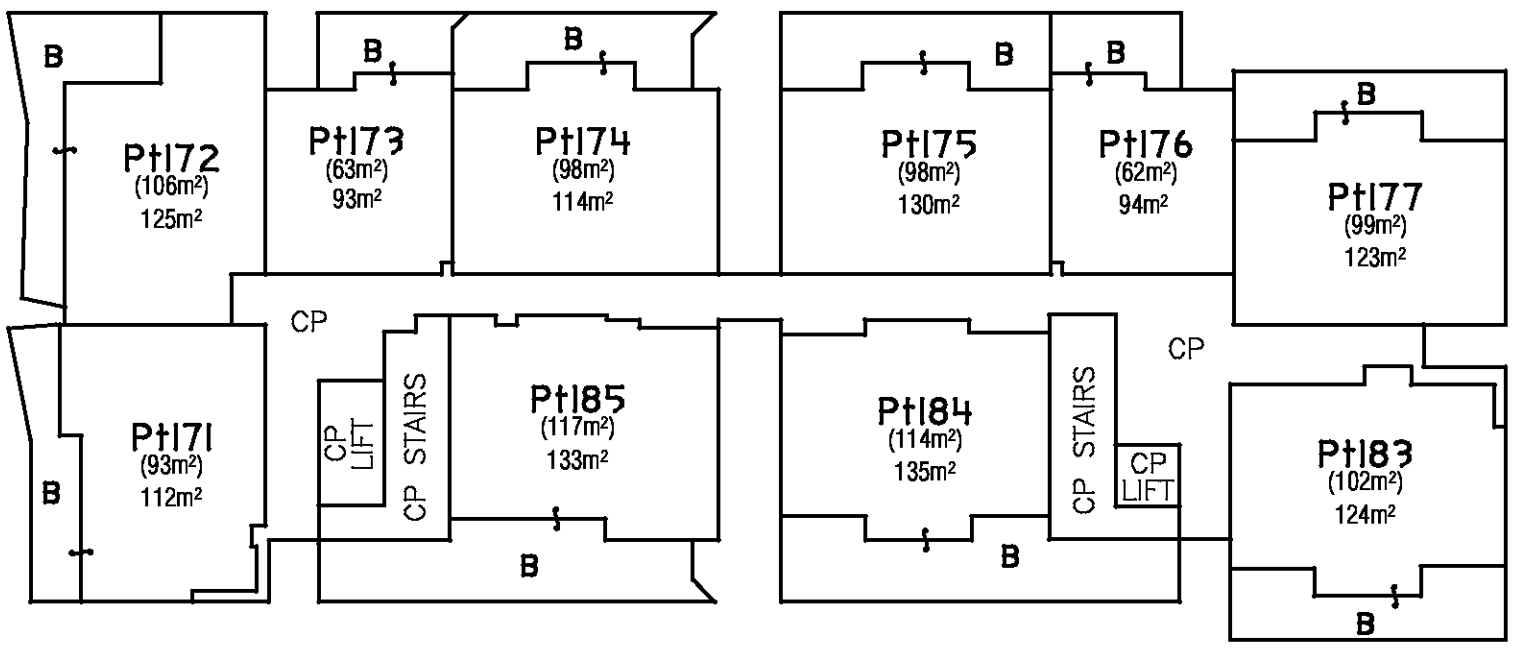


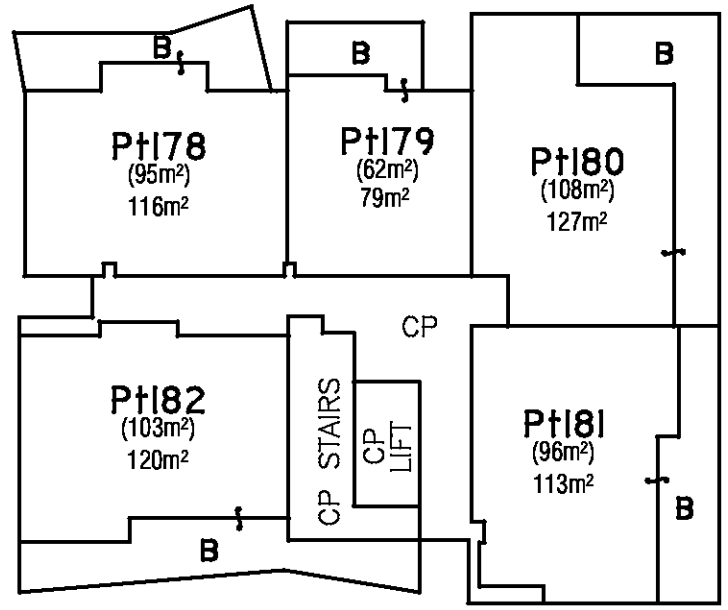
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING A - LEVEL 11





B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS
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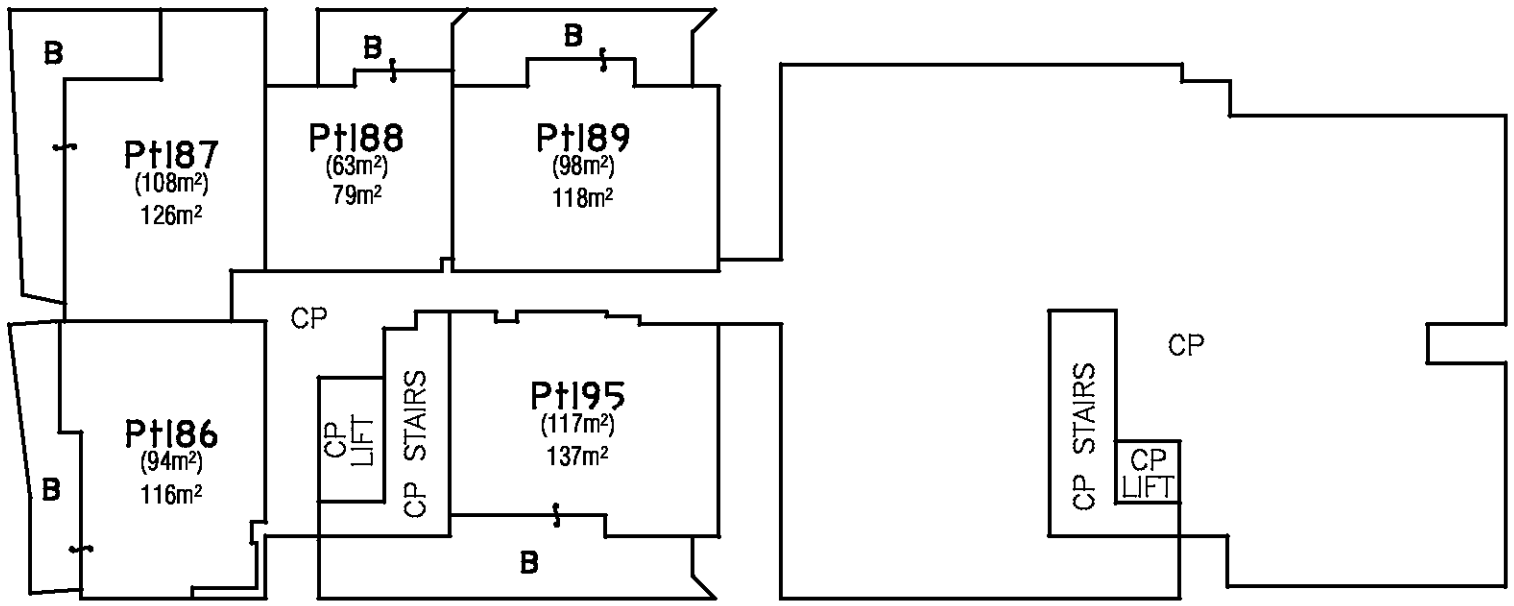
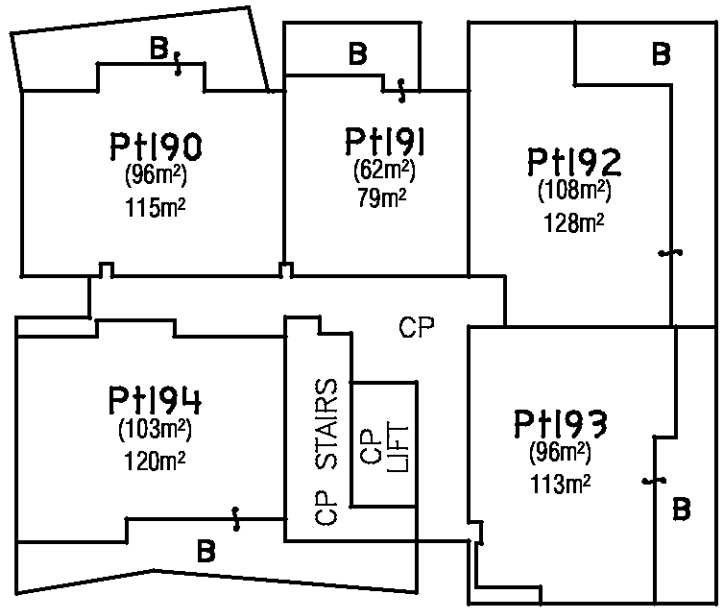
LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:29 of 79

BUILDING A - LEVEL 12



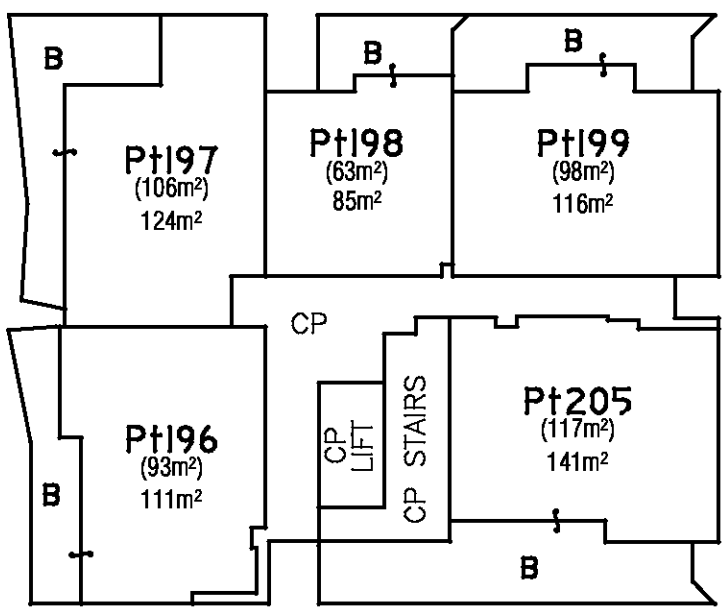


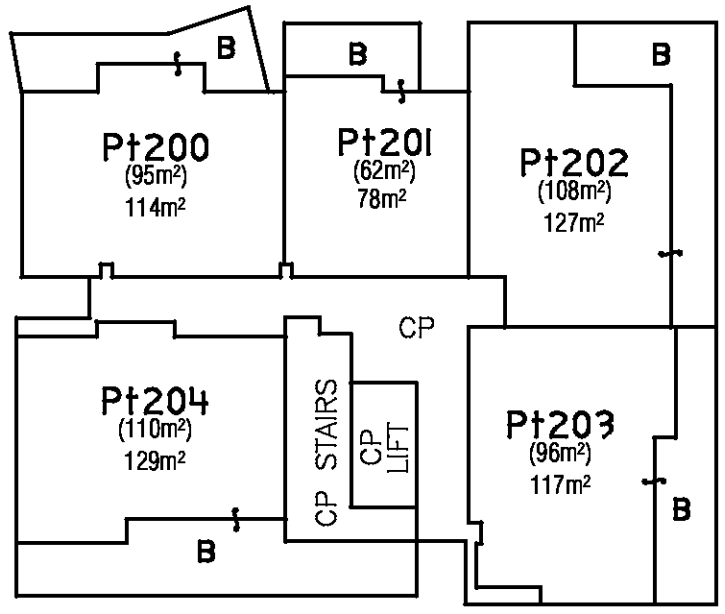
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING A - LEVEL 13



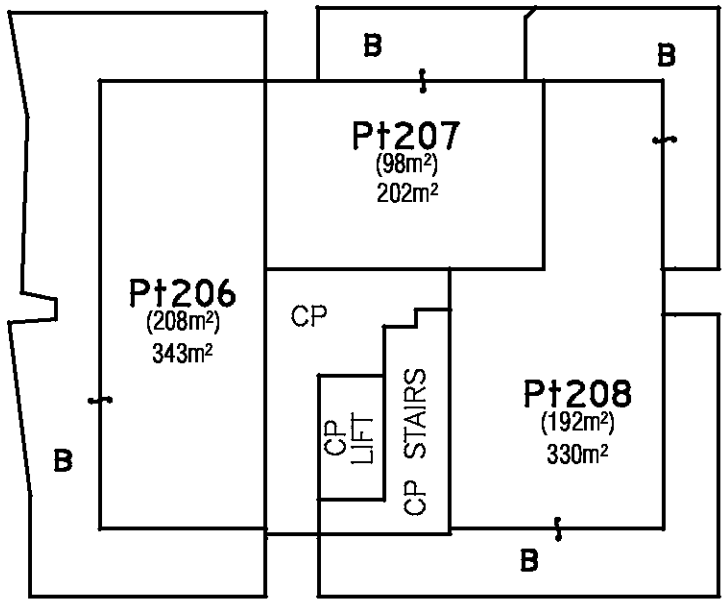


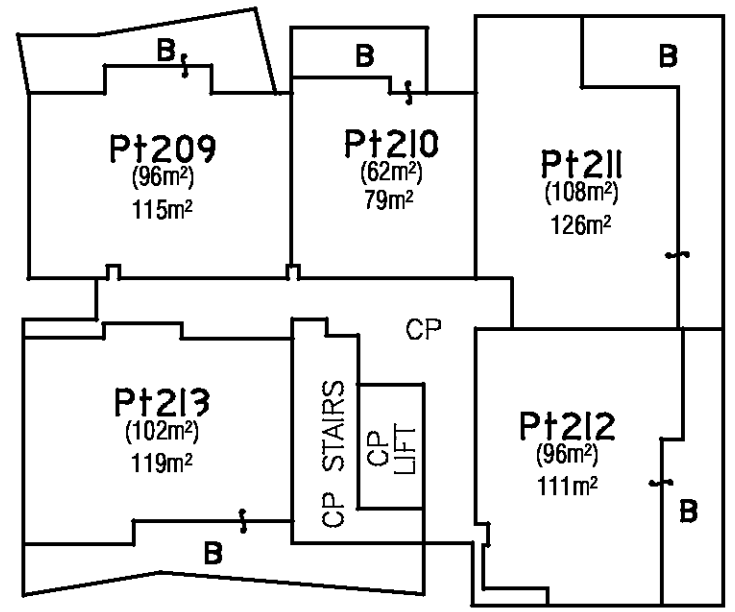
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

BUILDING A - LEVEL 14



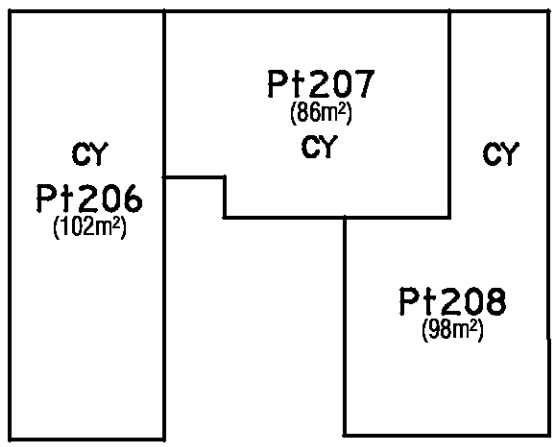


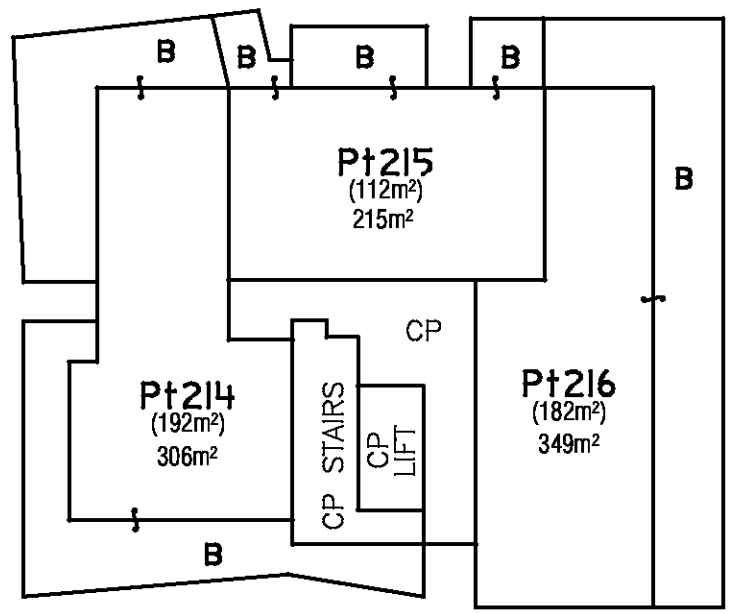
THE STRATUM OF A BALCONY AND A COURTYARD ARE LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING A - LEVEL 15





B DENOTES BALCONY
CY DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

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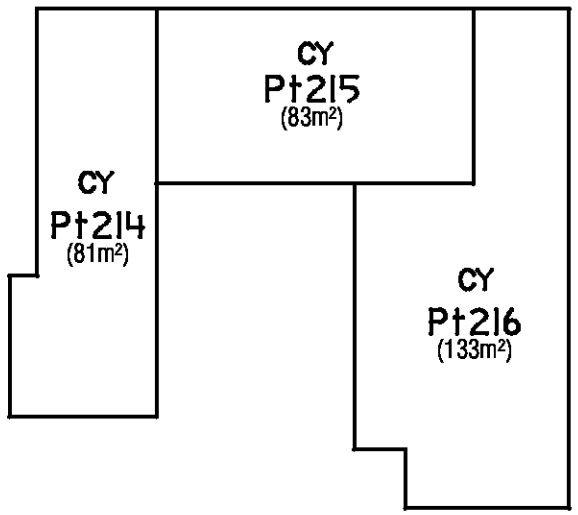
BUILDING A - LEVEL 16



THE STRATUM OF A COURTYARD IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

CY DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	**PLAN OF SUBDIVISION OF LOT 100 IN DP1239610**	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **300** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

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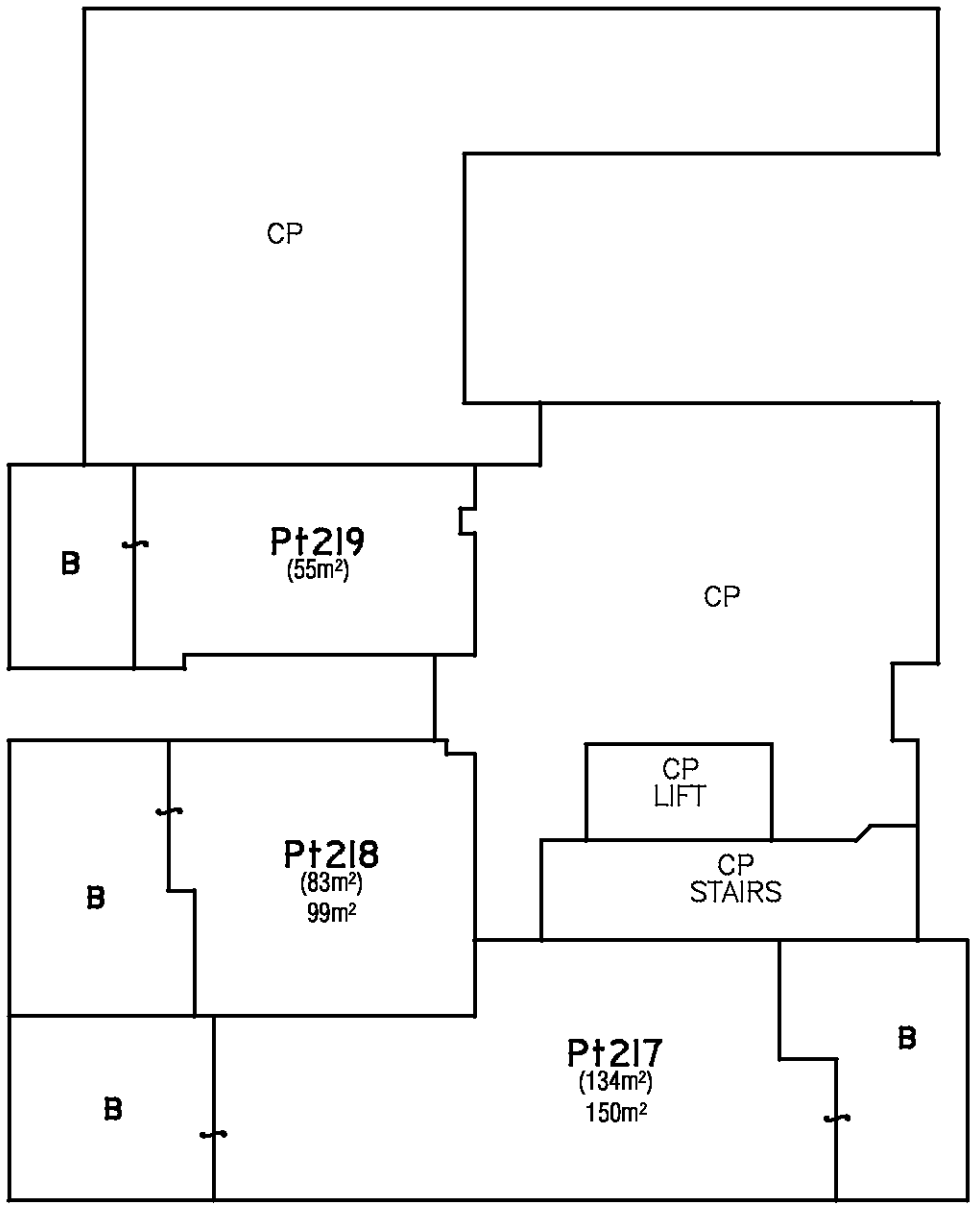
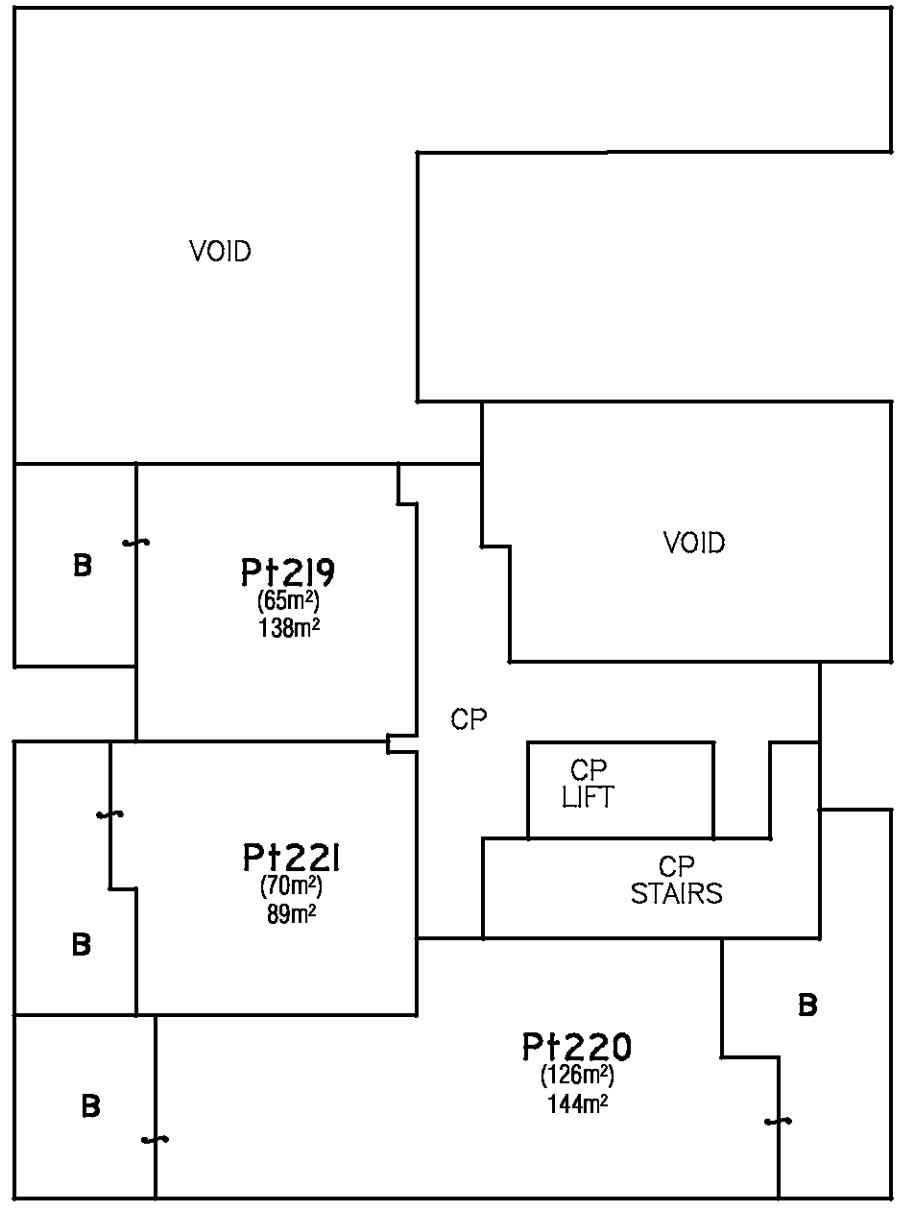
BUILDING B - GROUND FLOOR



L DENOTES 90°
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING B - LEVEL 1



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

THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:32 of 79
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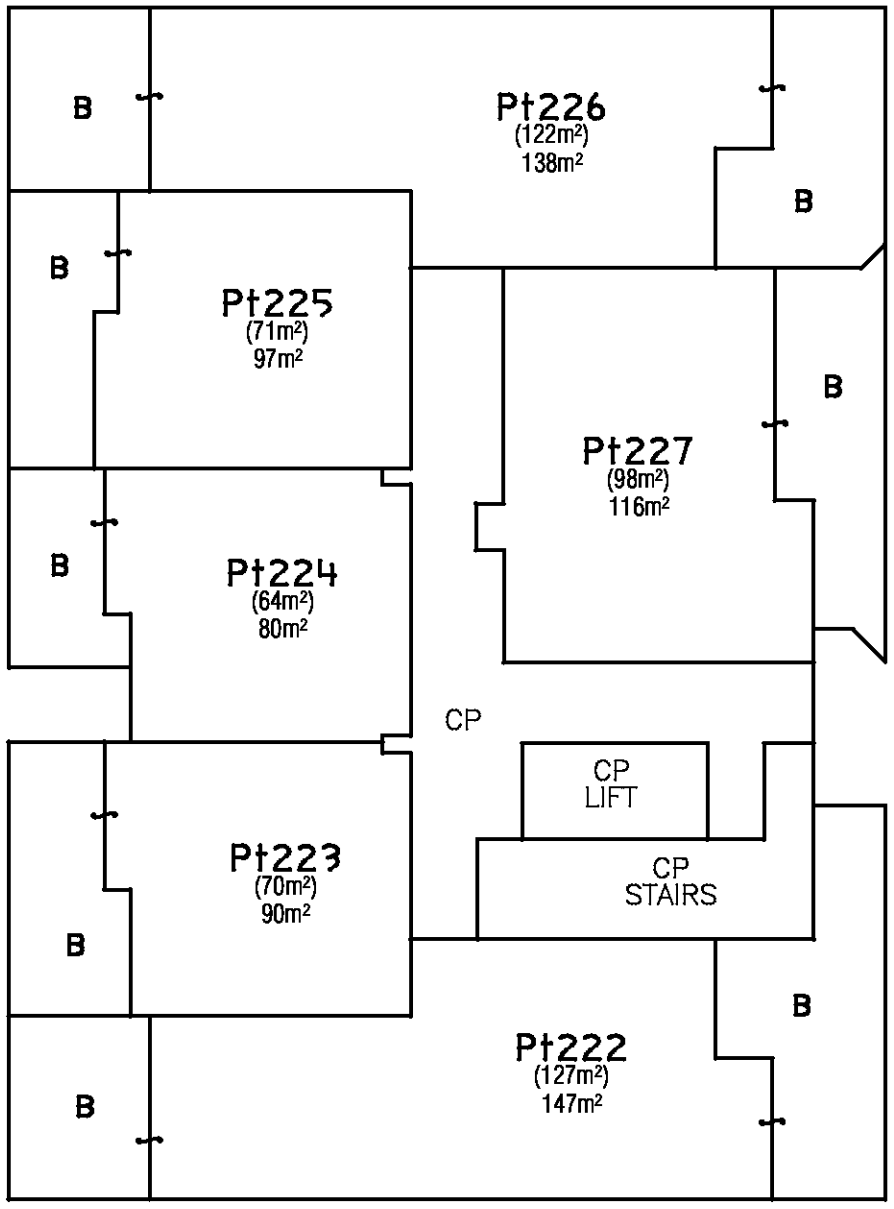
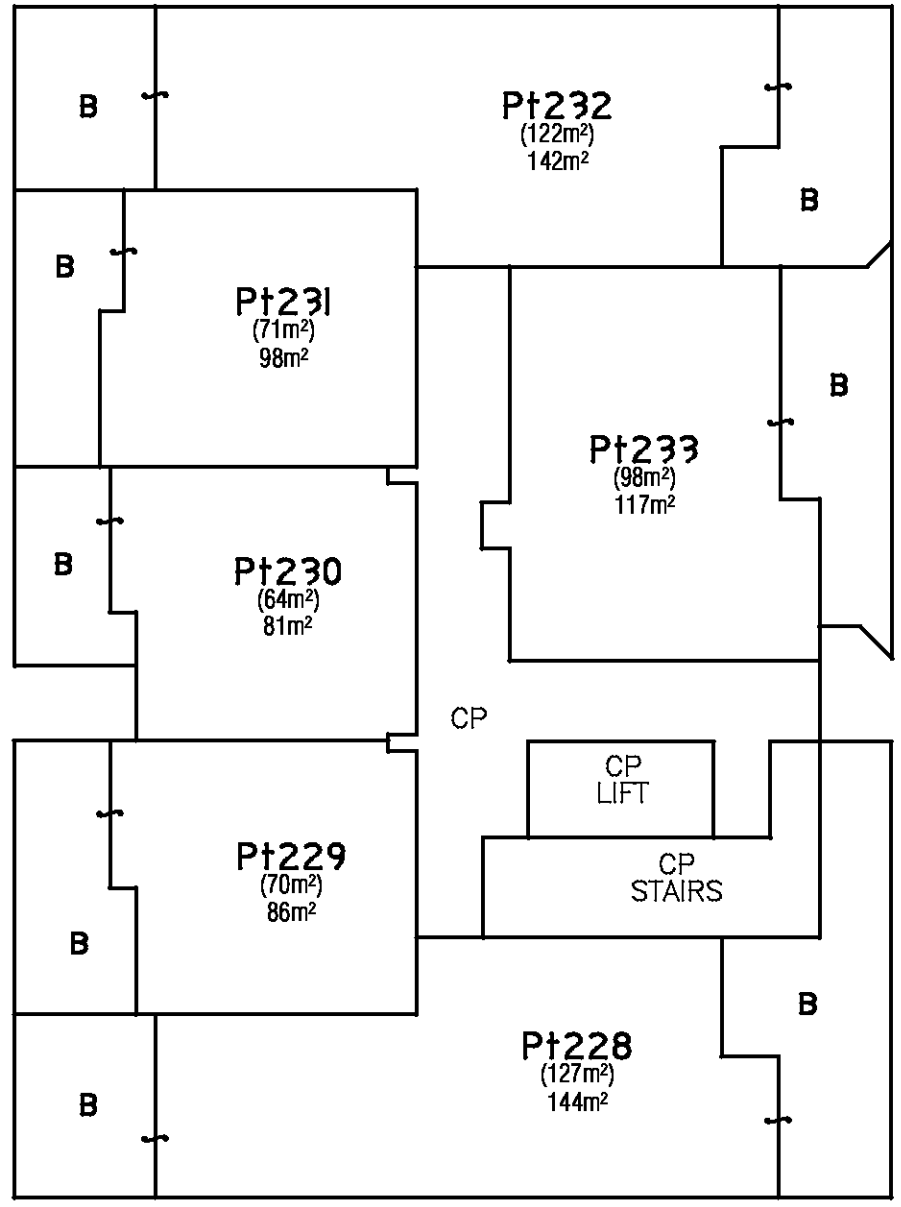
BUILDING B - LEVEL 2



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING B - LEVEL 3



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

THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:33 of 79
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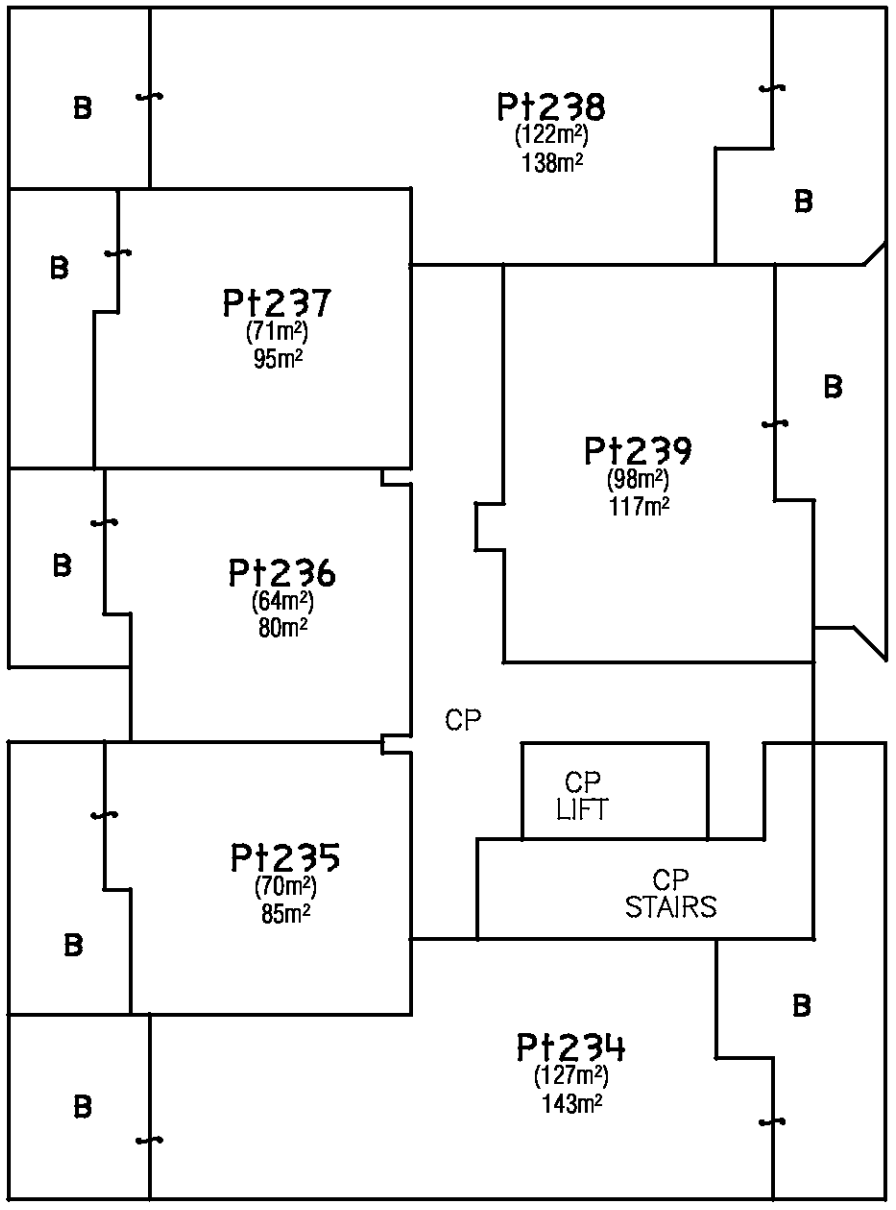
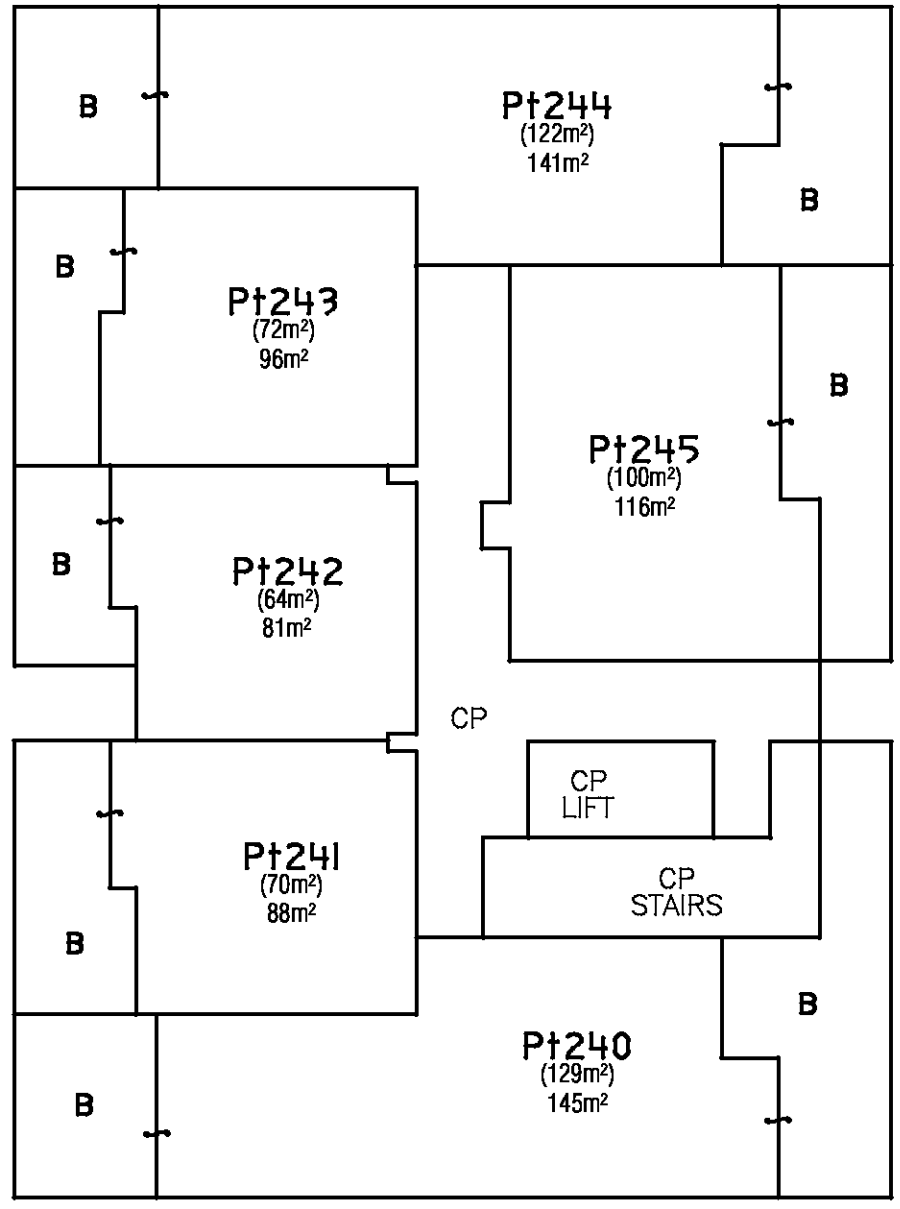
Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:34 of 79
© Office of the Registrar-General /Src:PORTAL /Ref:lpi:csd-bdineen

BUILDING B - LEVEL 4



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING B - LEVEL 5



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

THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	**PLAN OF SUBDIVISION OF LOT 100 IN DP1239610**	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **200** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:35 of 79
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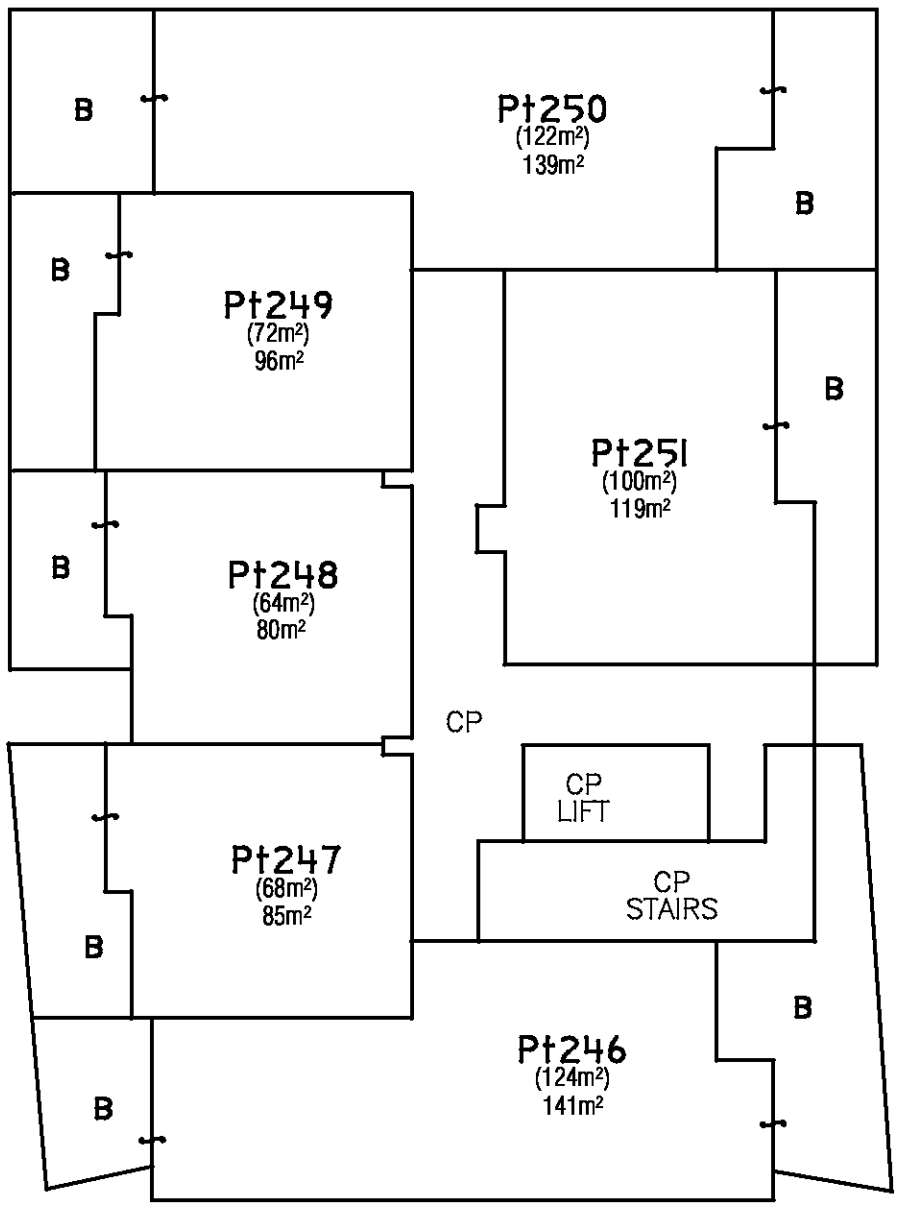
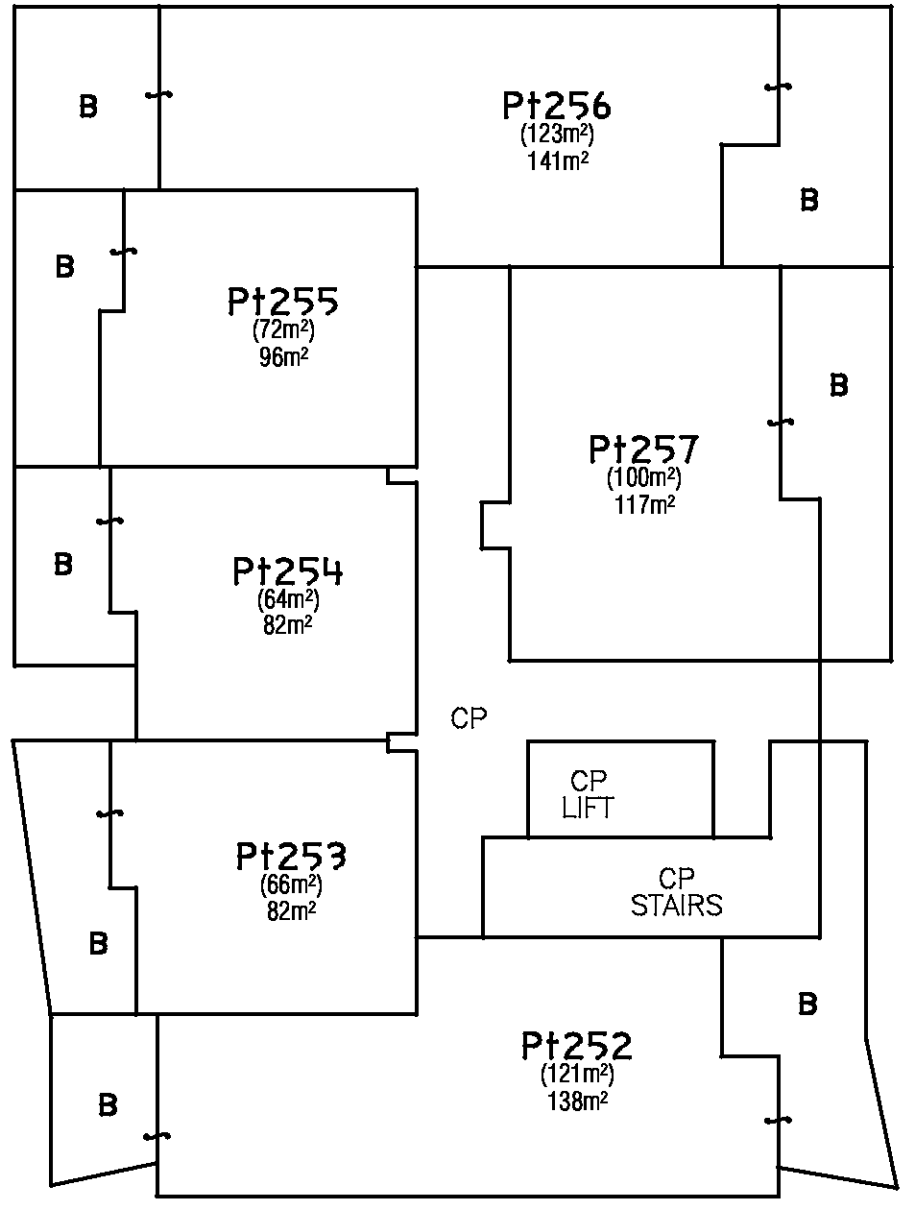
BUILDING B - LEVEL 6



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING B - LEVEL 7



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THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	**PLAN OF SUBDIVISION OF LOT 100 IN DP1239610**	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **200** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:36 of 79
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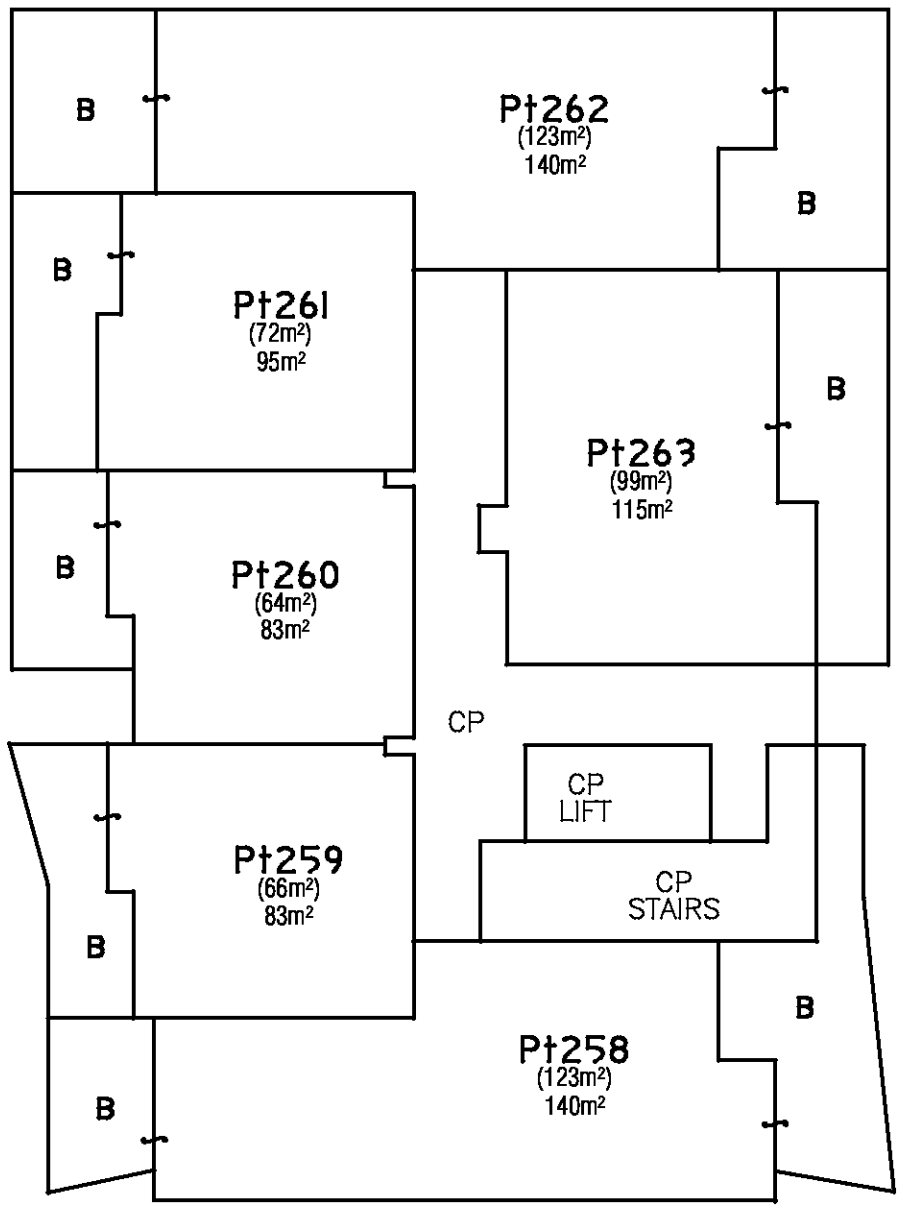
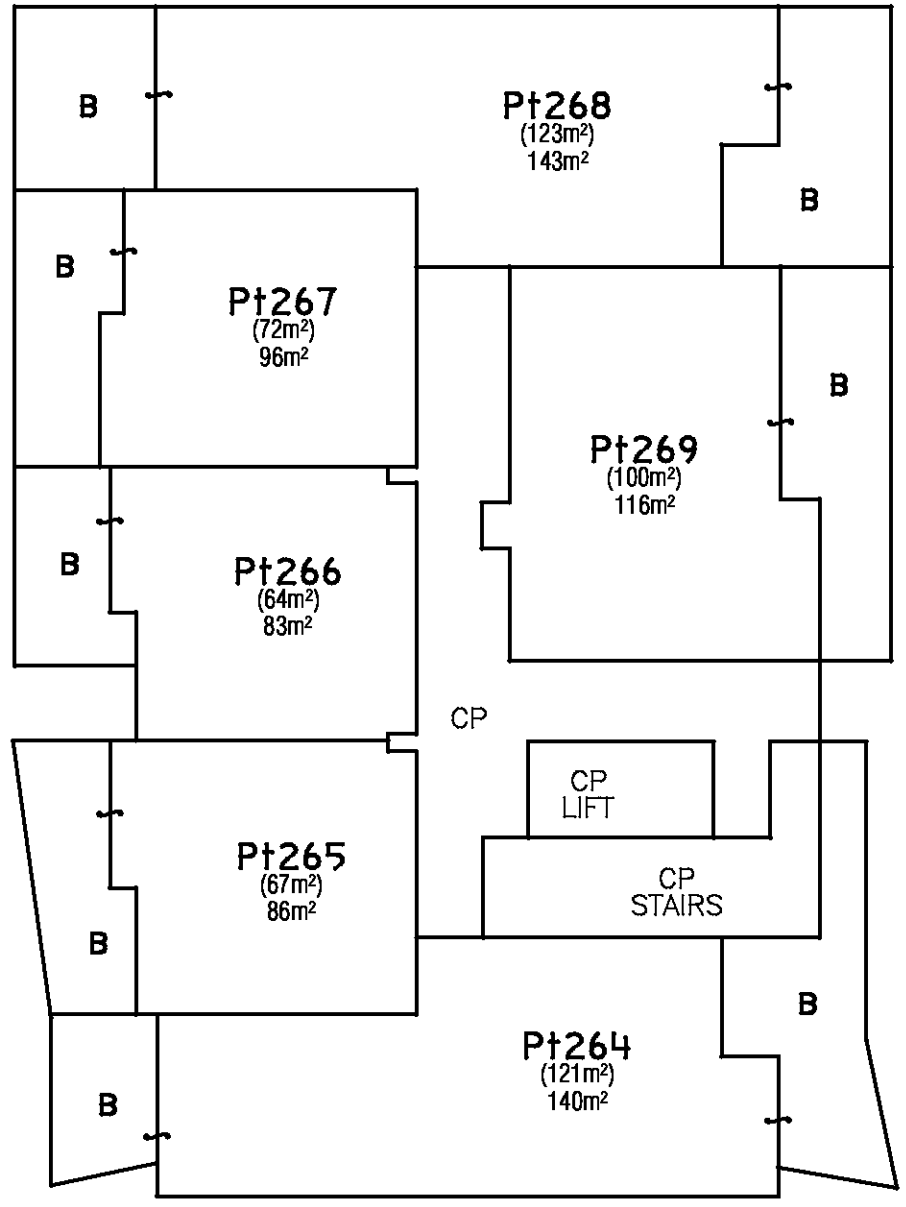
BUILDING B - LEVEL 8



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING B - LEVEL 9



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

THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:37 of 79
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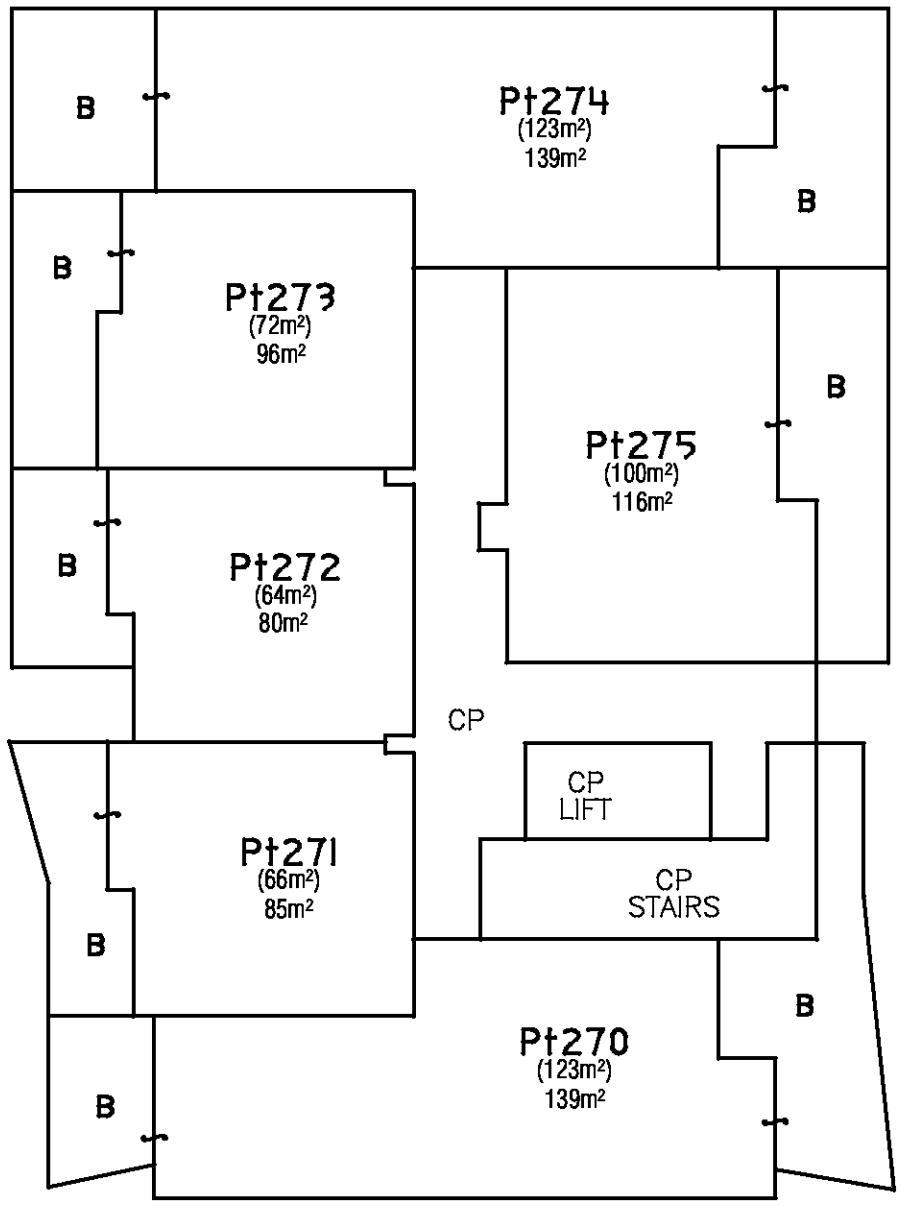
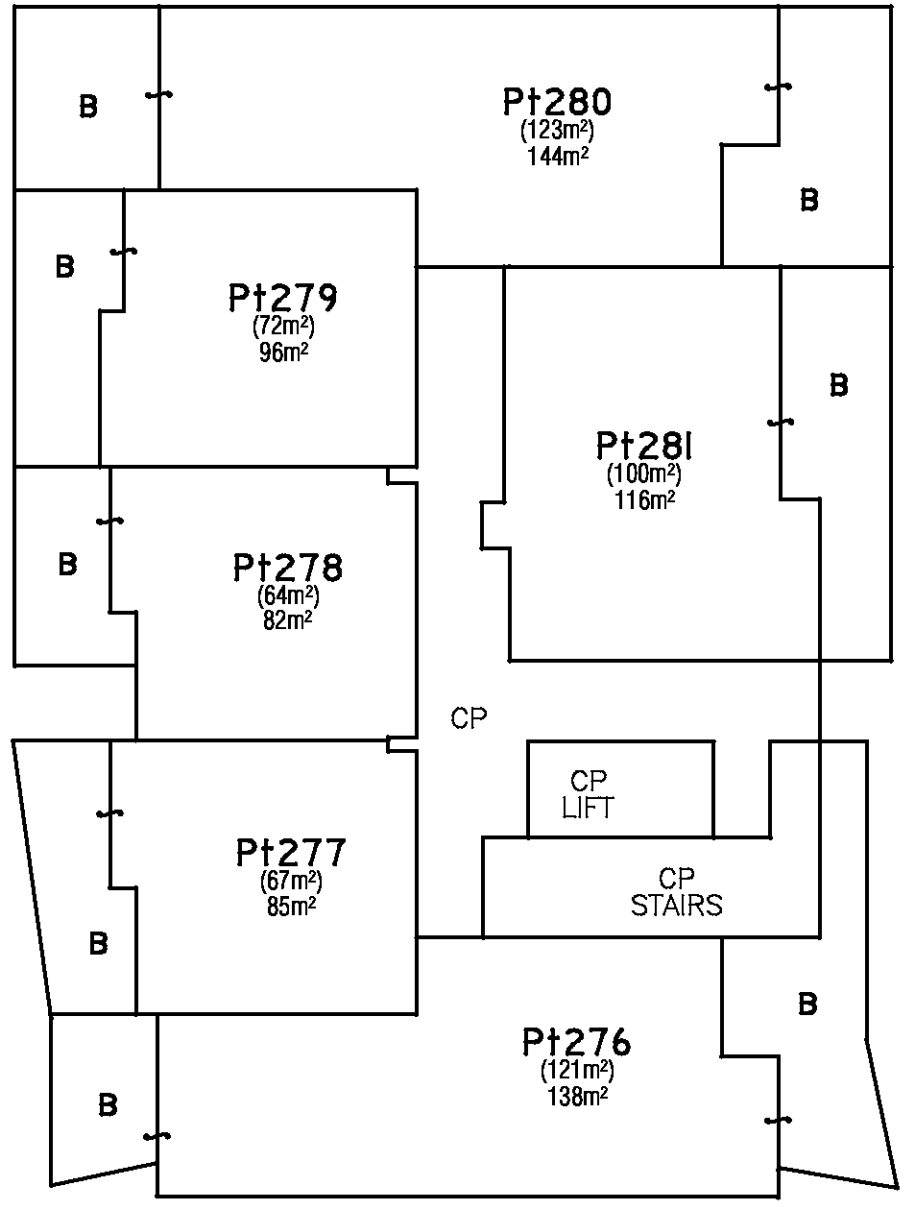
BUILDING B - LEVEL 10



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING B - LEVEL 11



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

THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	**PLAN OF SUBDIVISION OF LOT 100 IN DP1239610**	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **200** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:38 of 79
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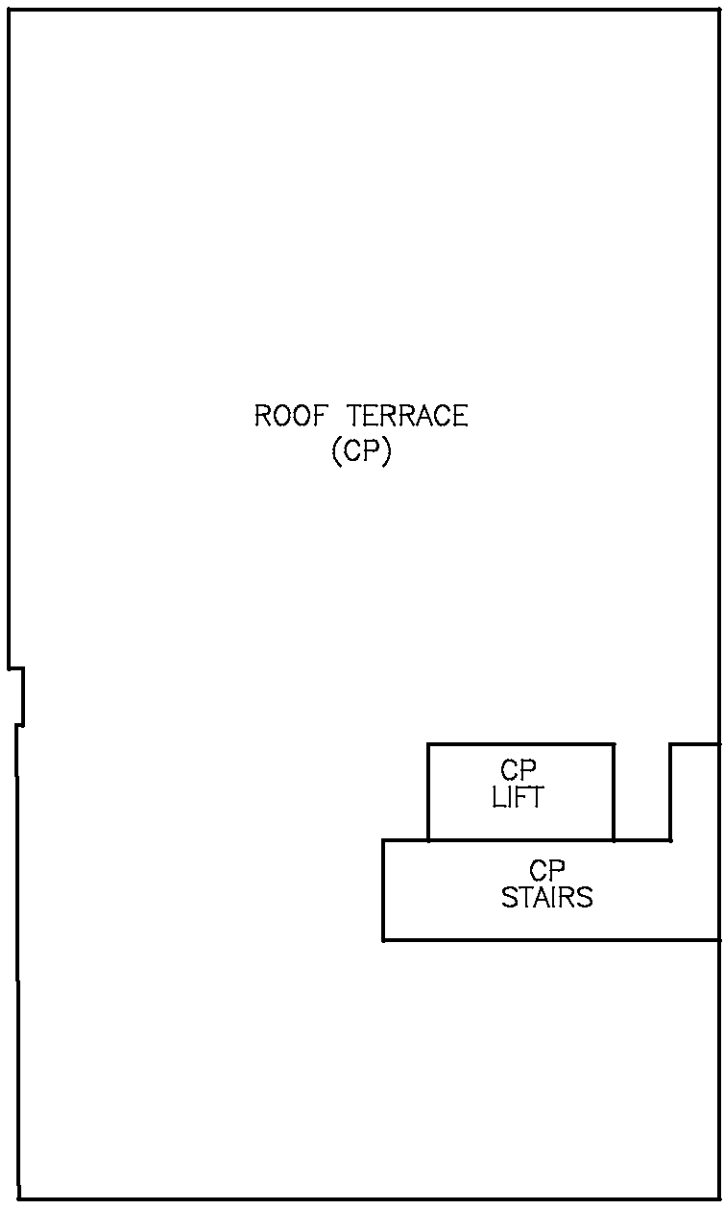
BUILDING B - LEVEL 12

CP DENOTES COMMON PROPERTY



SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 200		
Reference: SY073885.000.11		Lengths are in metres		

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

LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:39 of 79
Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS
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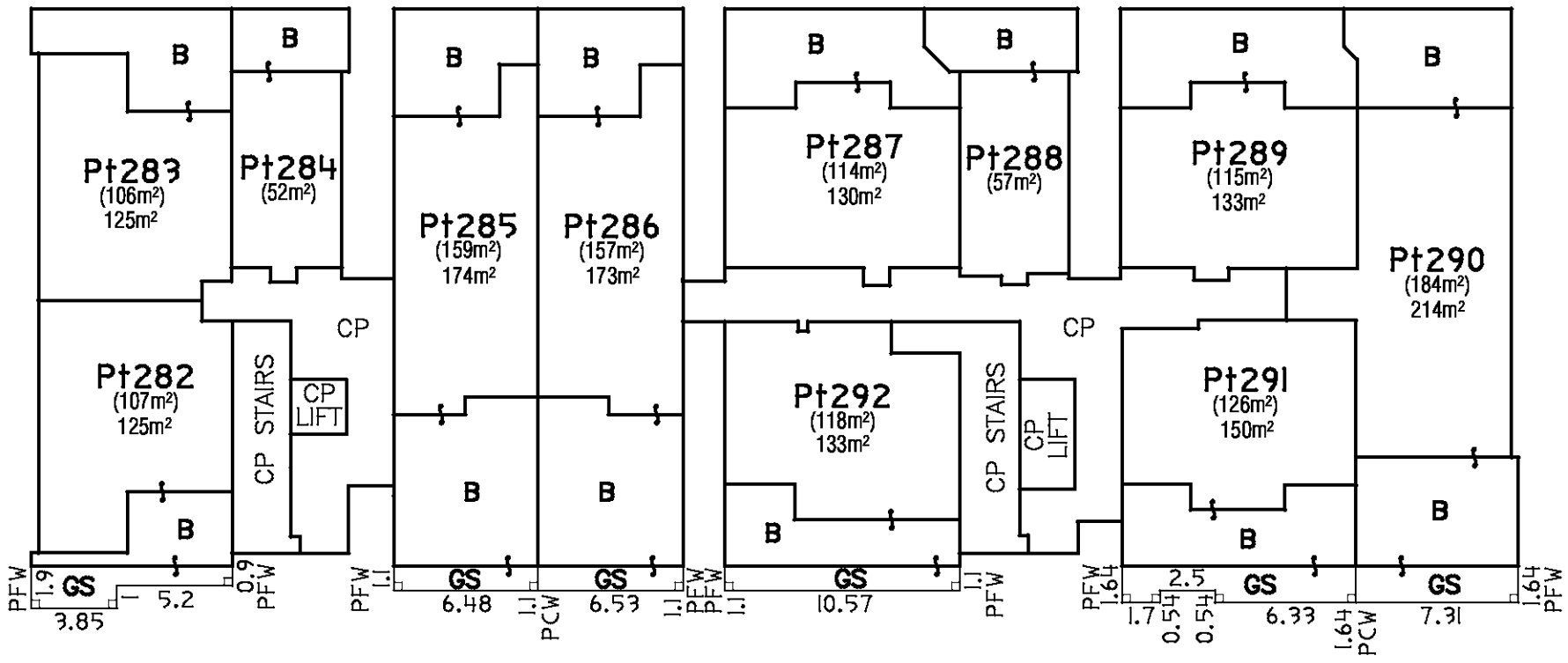
BUILDING C - GROUND FLOOR



THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

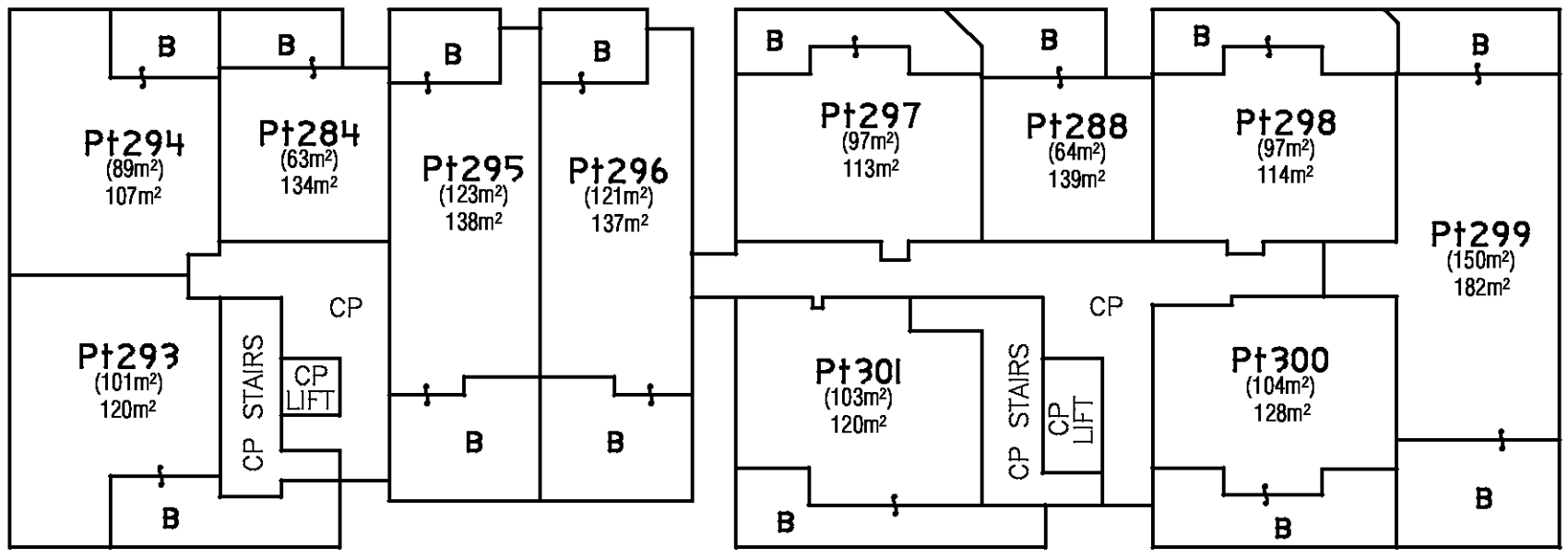
THE STRATUM OF A GARDEN SPACE IS LIMITED IN DEPTH TO 1.5 METRES BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE WITHIN THIS DEPTH STATEMENT AND IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

METAL FENCES FORM PART OF COMMON PROPERTY

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

BUILDING C - LEVEL 1

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



⊾	DENOTES 90°
B	DENOTES BALCONY
CP	DENOTES COMMON PROPERTY
GS	DENOTES GARDEN SPACE
PFW	DENOTES PROLONGATION OF FACE OF WALL
PCW	DENOTES PROLONGATION OF CENTRELINE OF WALL

SURVEYOR
Name: **ROYSTON LOWE**
Date: **18/11/2019**
Reference: **SY073885.000.11**

PLAN OF SUBDIVISION OF LOT 100 IN DP1239610

L.G.A.: **CITY OF PARRAMATTA**
Locality: **LIDCOMBE**
Reduction Ratio: 1: **300**
Lengths are in metres

REGISTERED
2.3.2020

SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:40 of 79
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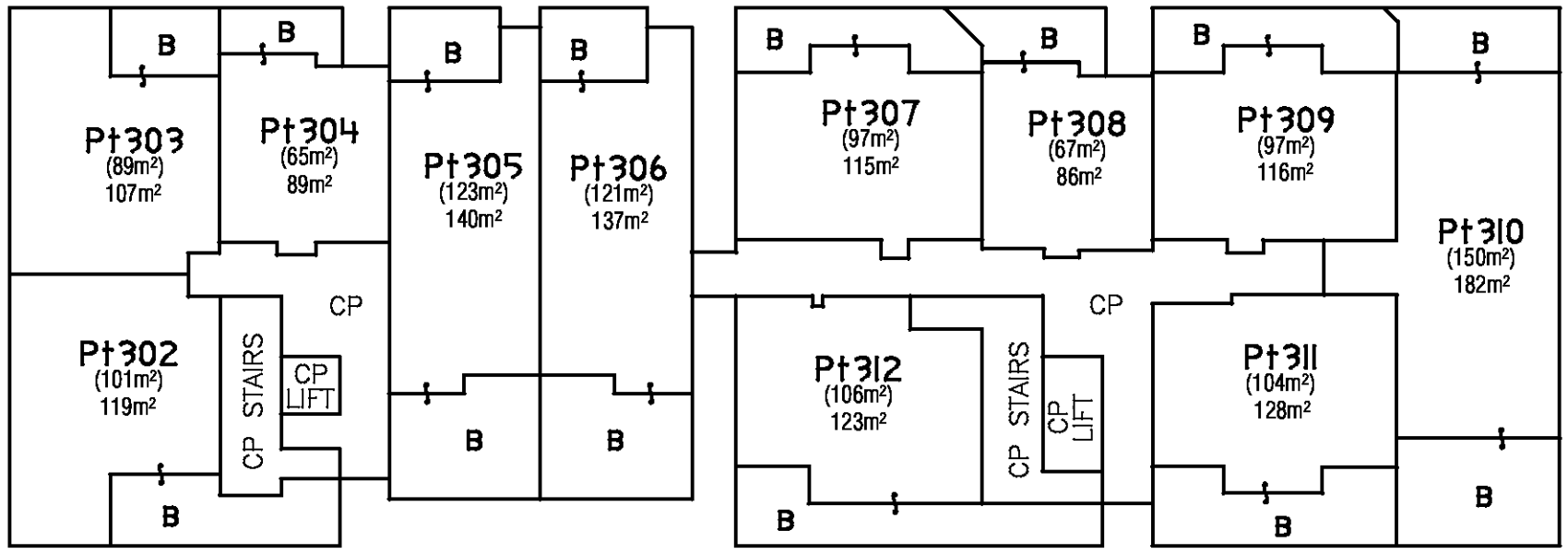
BUILDING C - LEVEL 2

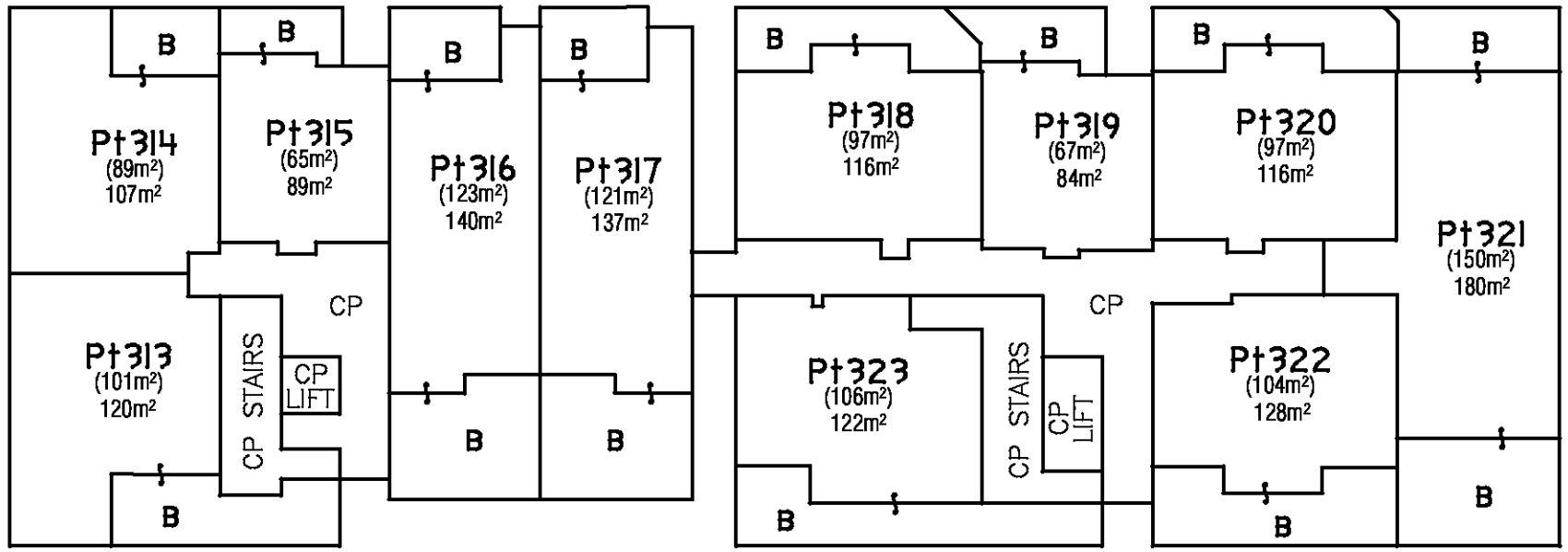


THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

BUILDING C - LEVEL 3



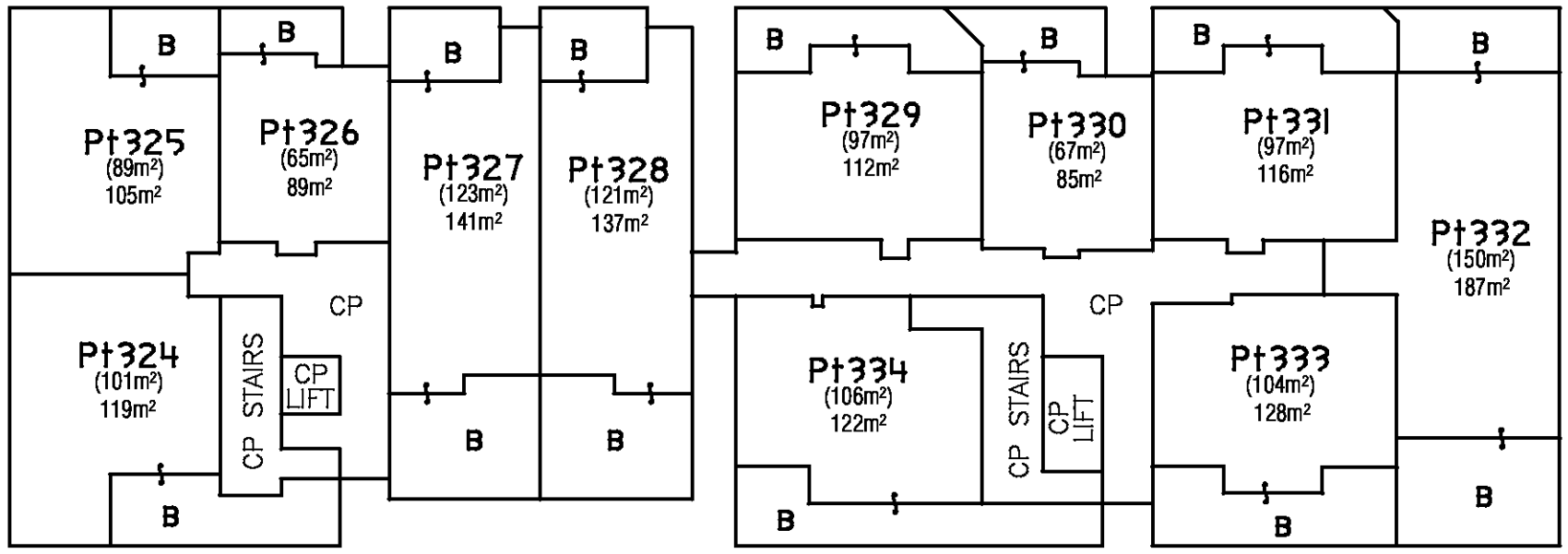
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610			
Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11		L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:41 of 79
© Office of the Registrar-General /Src:PORTAL /Ref:lpi:csd-bdineen

BUILDING C - LEVEL 4

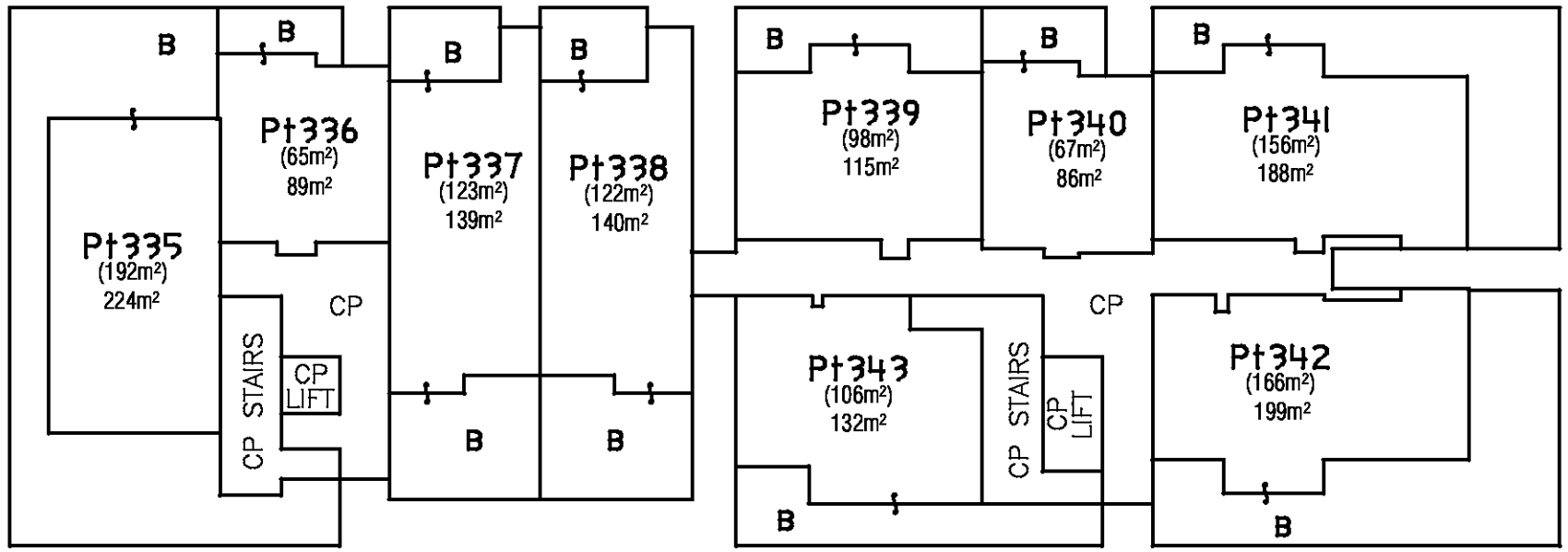


THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING C - LEVEL 5



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:42 of 79
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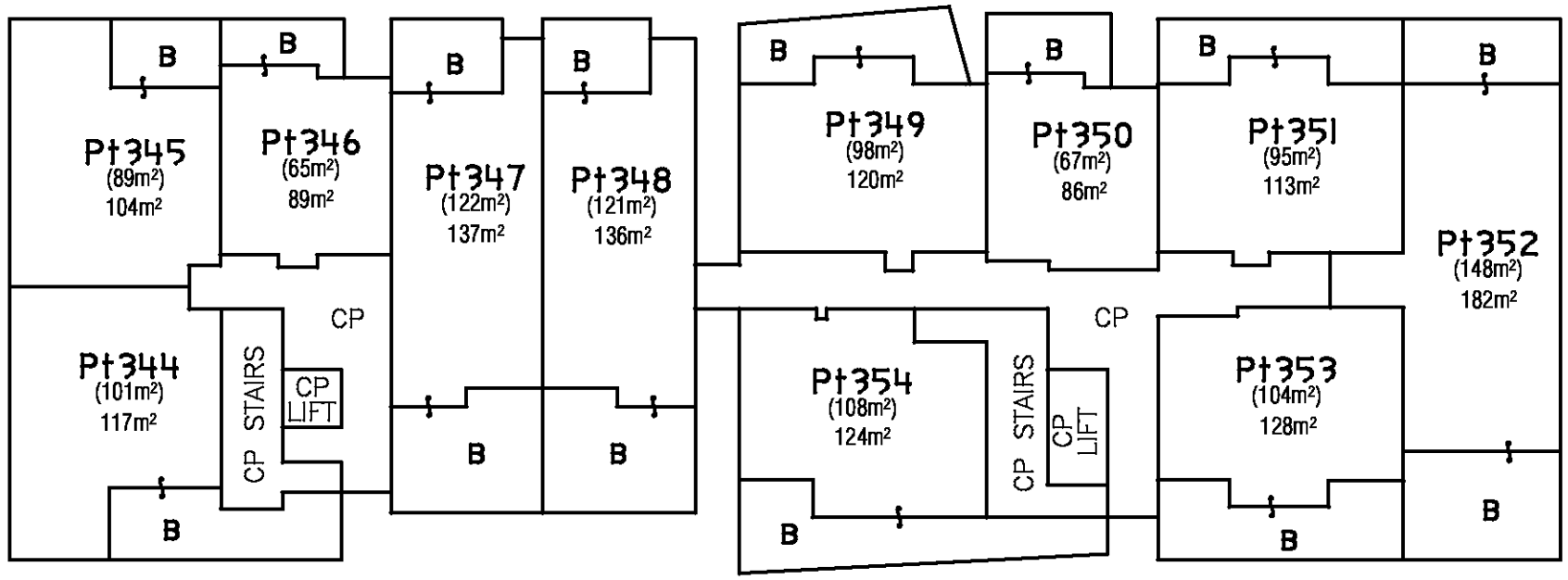
BUILDING C - LEVEL 6

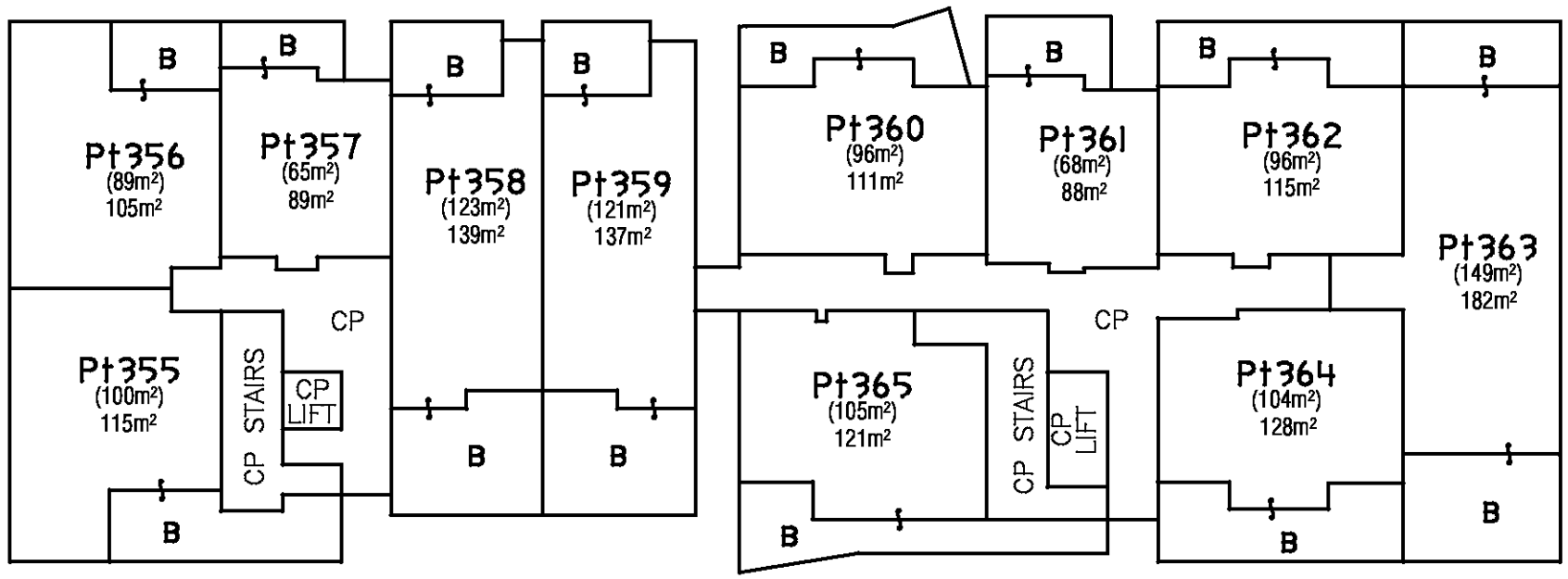


THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

BUILDING C - LEVEL 7



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:43 of 79
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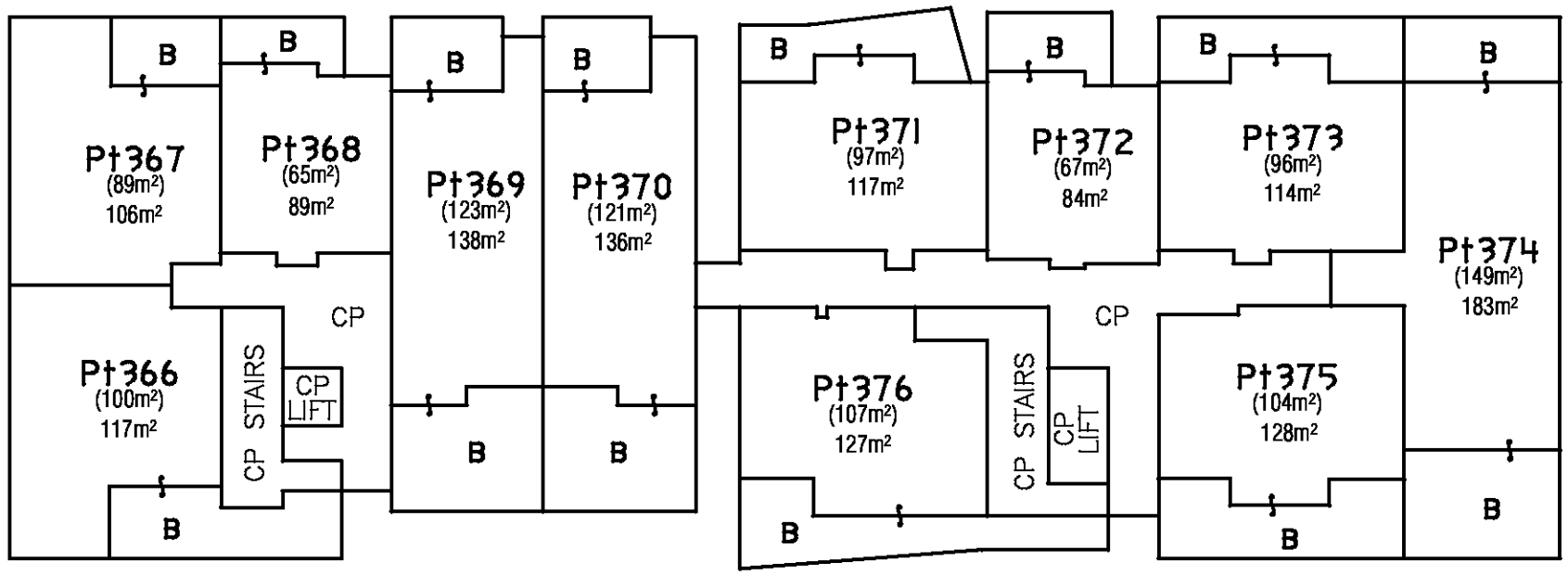
BUILDING C - LEVEL 8

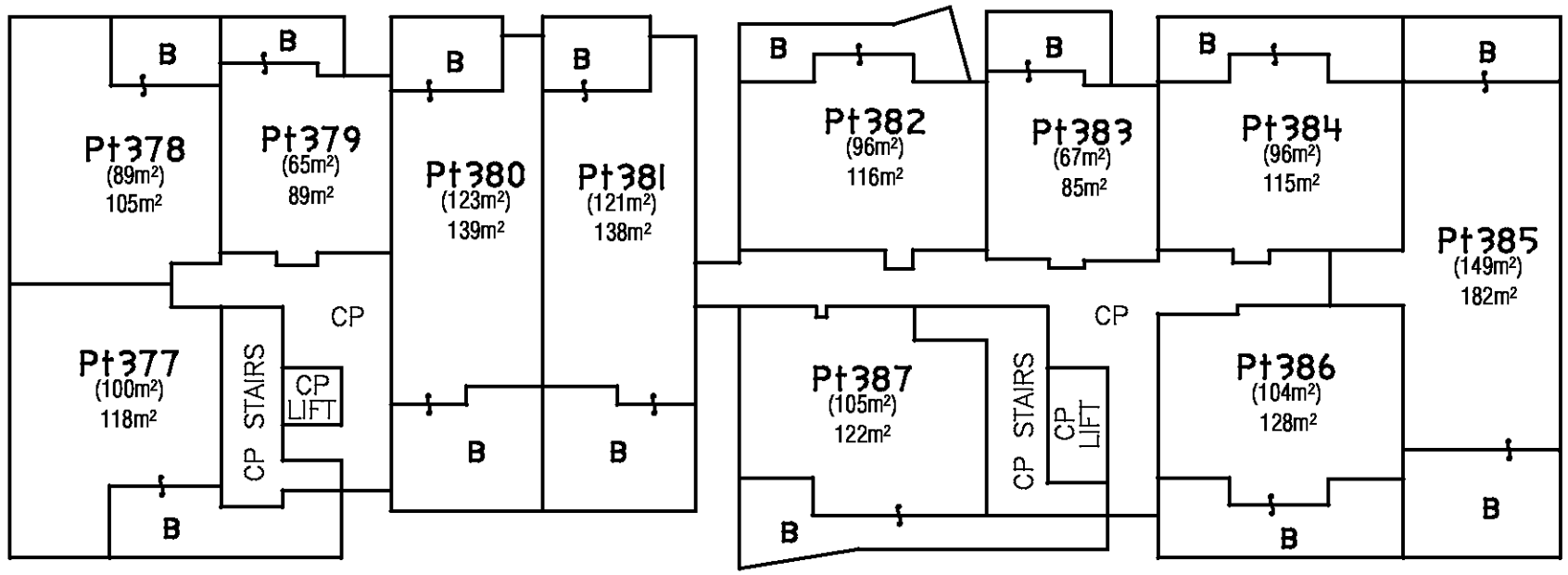


THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING C - LEVEL 9



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:44 of 79
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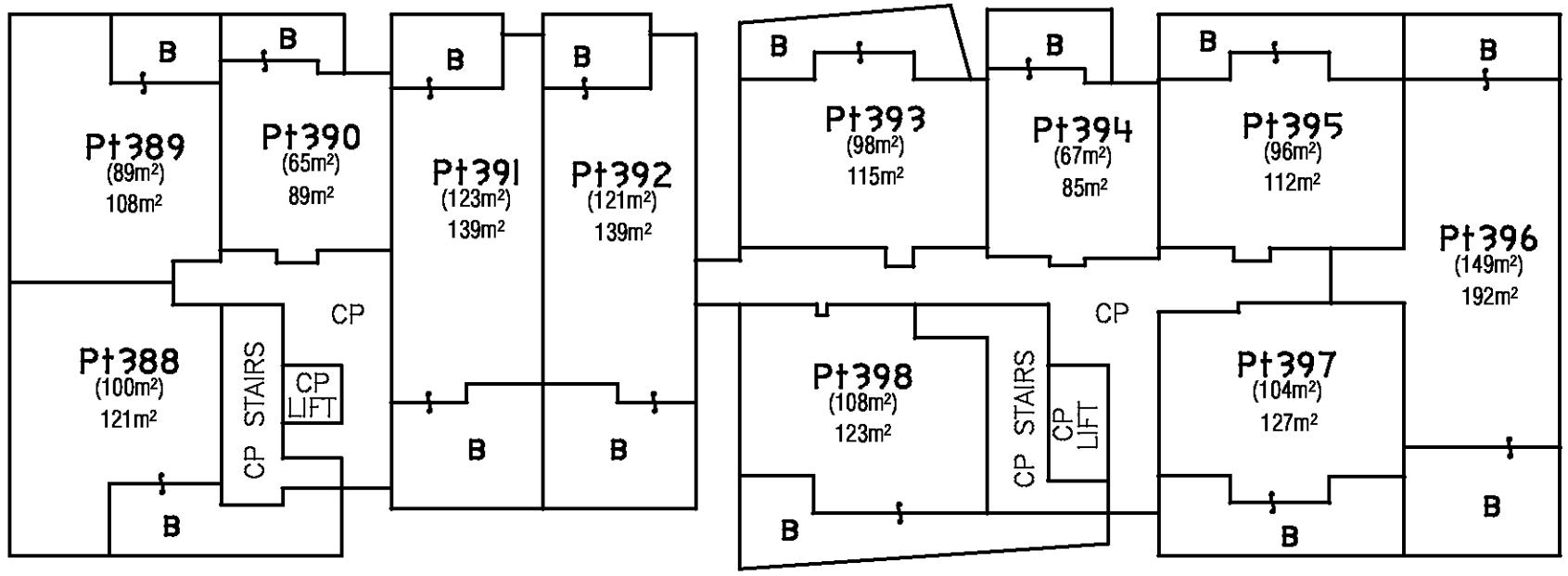
BUILDING C - LEVEL 10

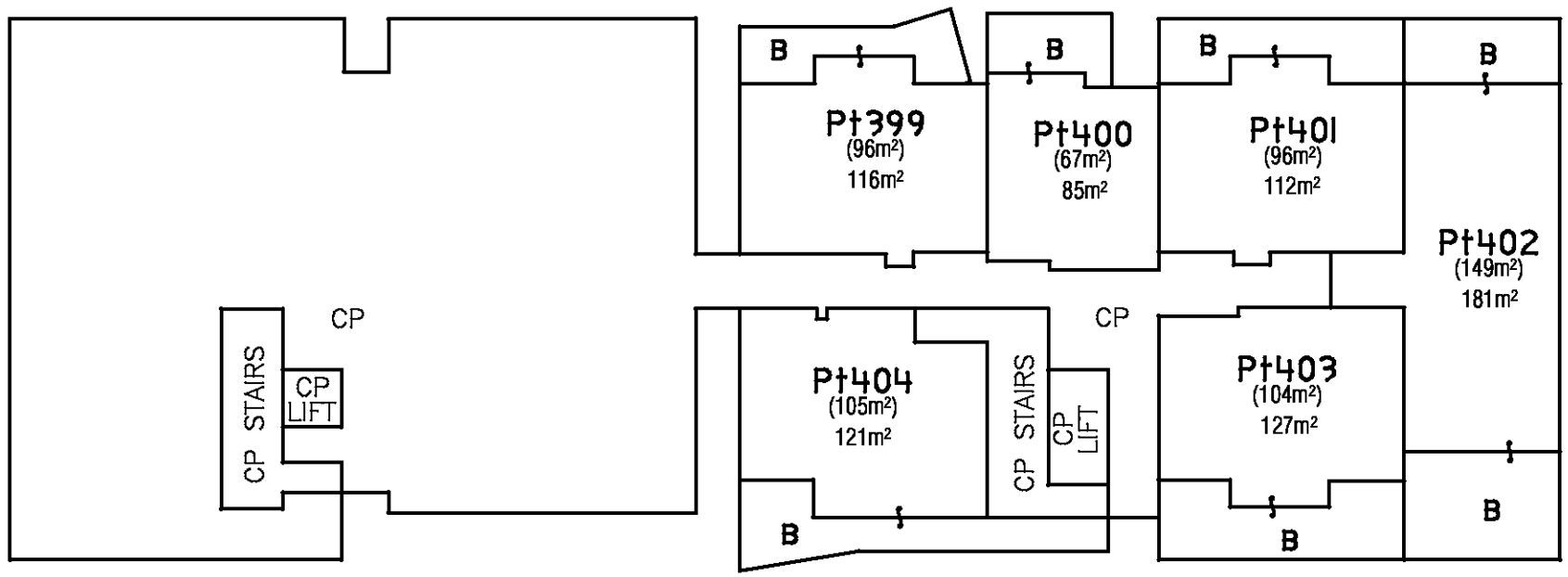


THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING C - LEVEL 11



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:45 of 79
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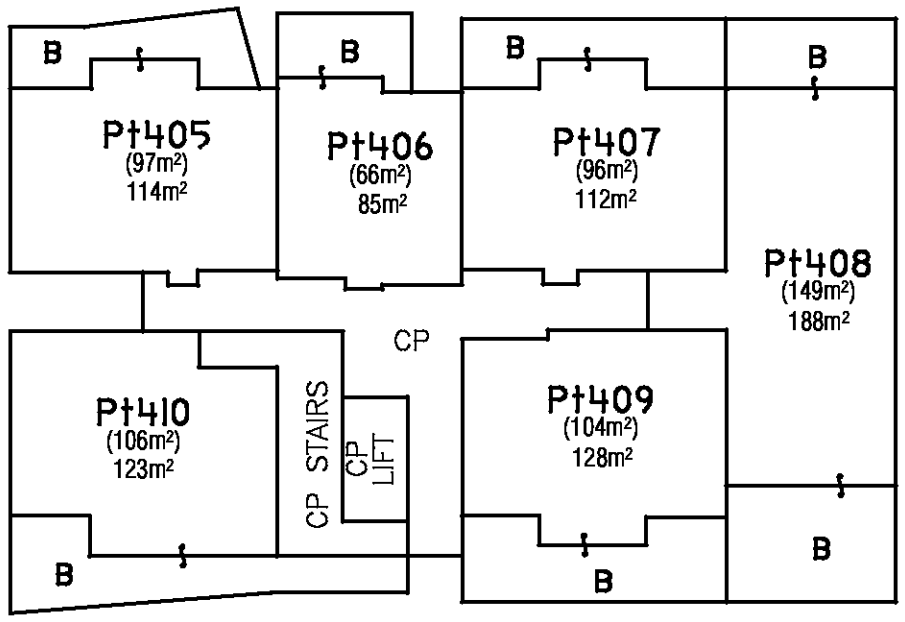
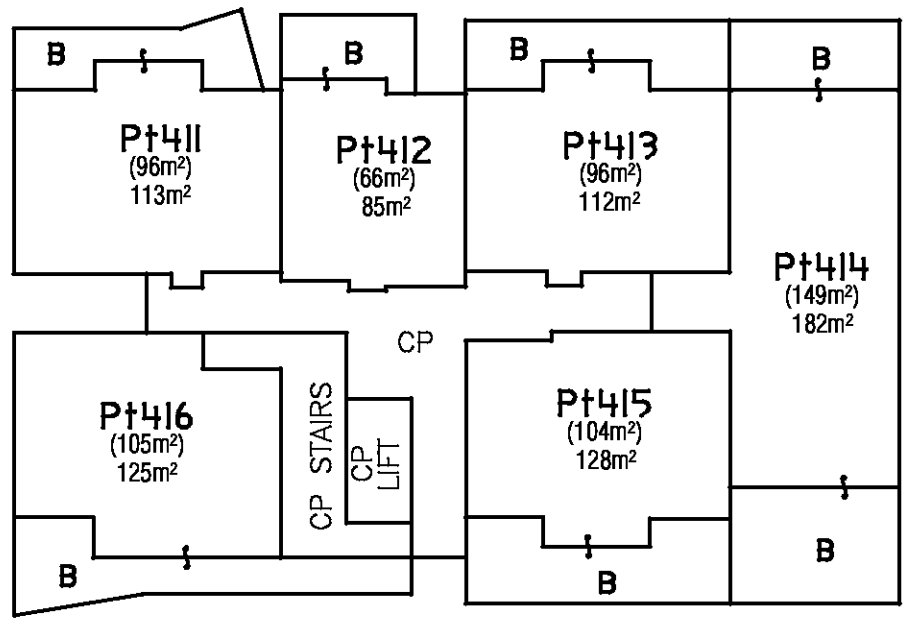
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

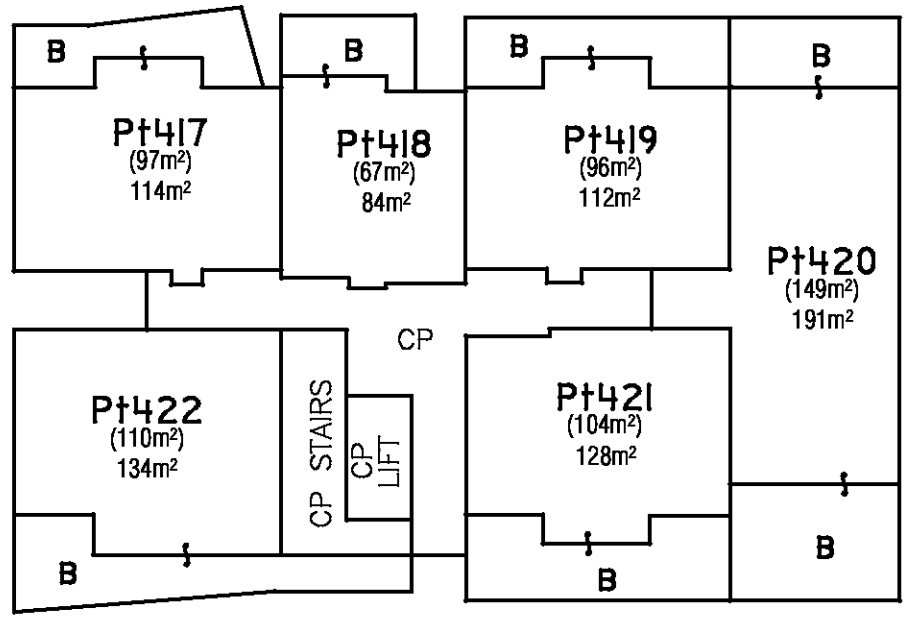
BUILDING C - LEVEL 12



BUILDING C - LEVEL 13



BUILDING C - LEVEL 14



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

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 300		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:46 of 79
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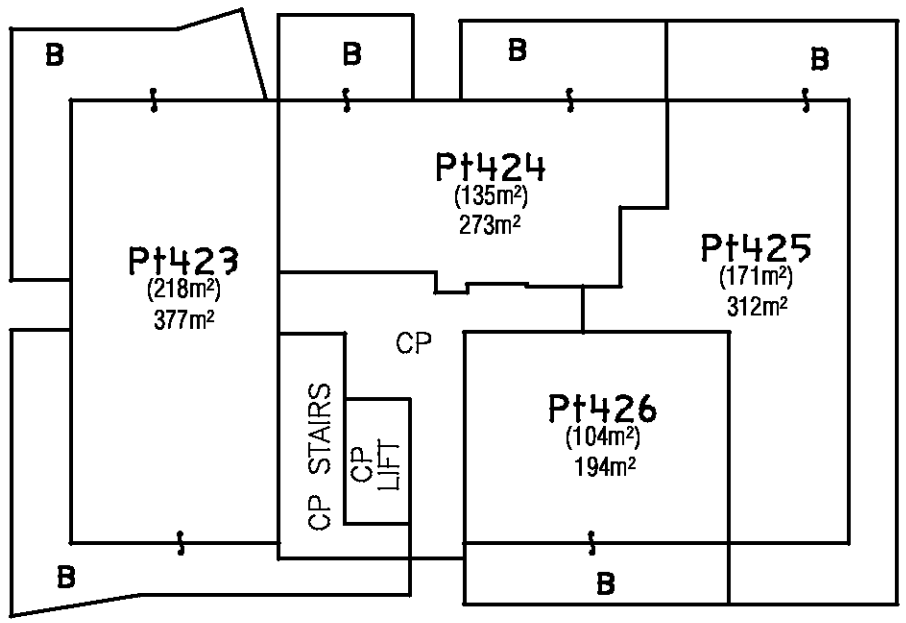
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

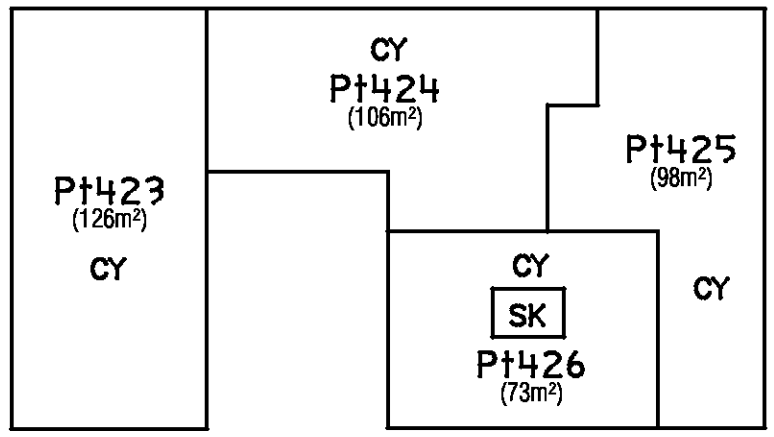
THE STRATUM OF A BALCONY AND A COURTYARD ARE LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

BUILDING C - LEVEL 15



BUILDING C - LEVEL 16



B DENOTES BALCONY
CY DENOTES COURTYARD
CP DENOTES COMMON PROPERTY
SK DENOTES SKYLIGHT / VOID (NON-TRAFFICABLE)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 300		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:47 of 79
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THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

THE STRATUM OF A GARDEN SPACE IS LIMITED IN DEPTH TO 1.5 METRES BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE WITHIN THIS DEPTH STATEMENT AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

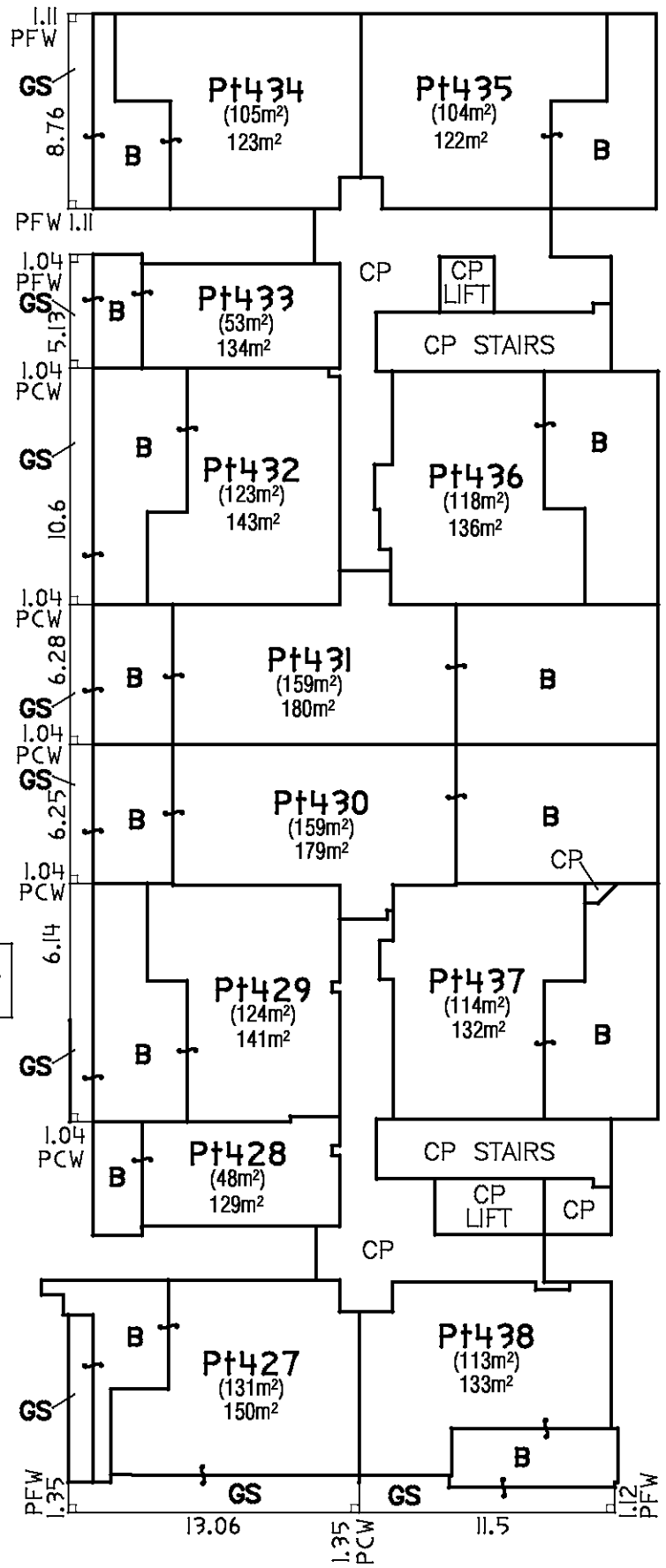
METAL FENCES FORM PART OF COMMON PROPERTY

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

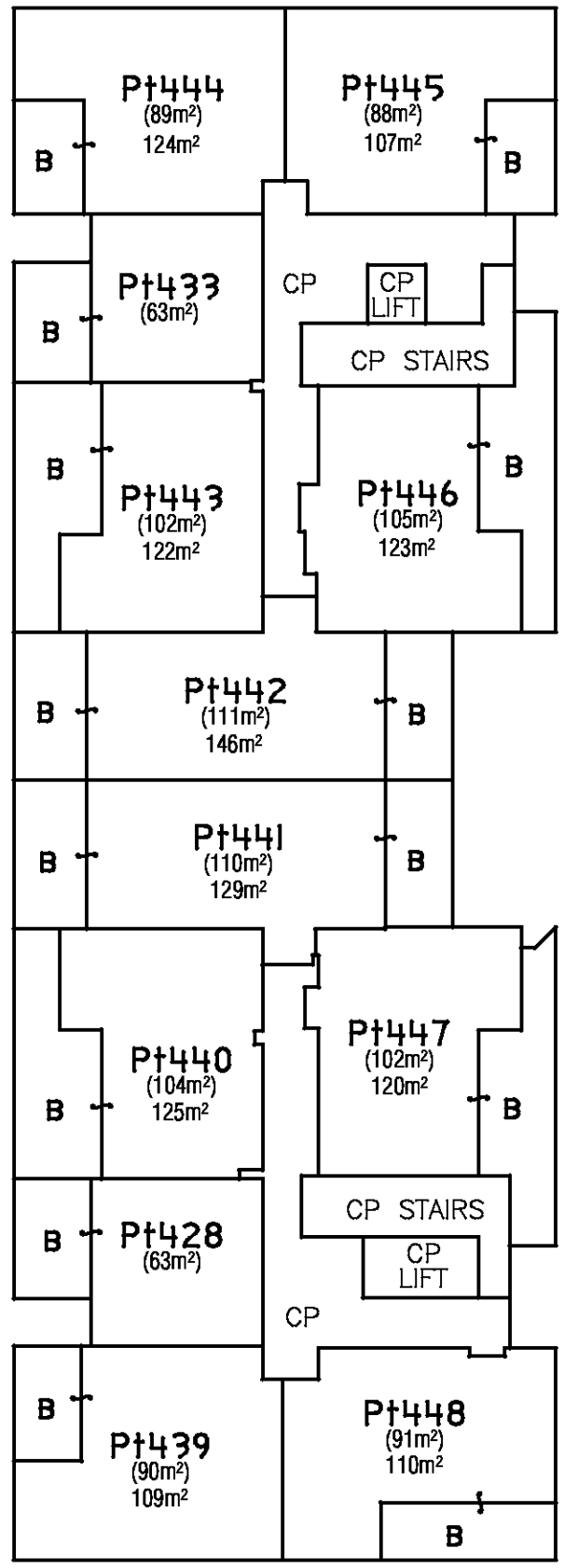
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

⊾	DENOTES 90°
B	DENOTES BALCONY
CP	DENOTES COMMON PROPERTY
GS	DENOTES GARDEN SPACE
PFW	DENOTES PROLONGATION OF FACE OF WALL
PCW	DENOTES PROLONGATION OF CENTRELINE OF WALL

BUILDING D - GROUND FLOOR



BUILDING D - LEVEL 1



SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	**PLAN OF SUBDIVISION OF LOT 100 IN DP1239610**	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **300** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

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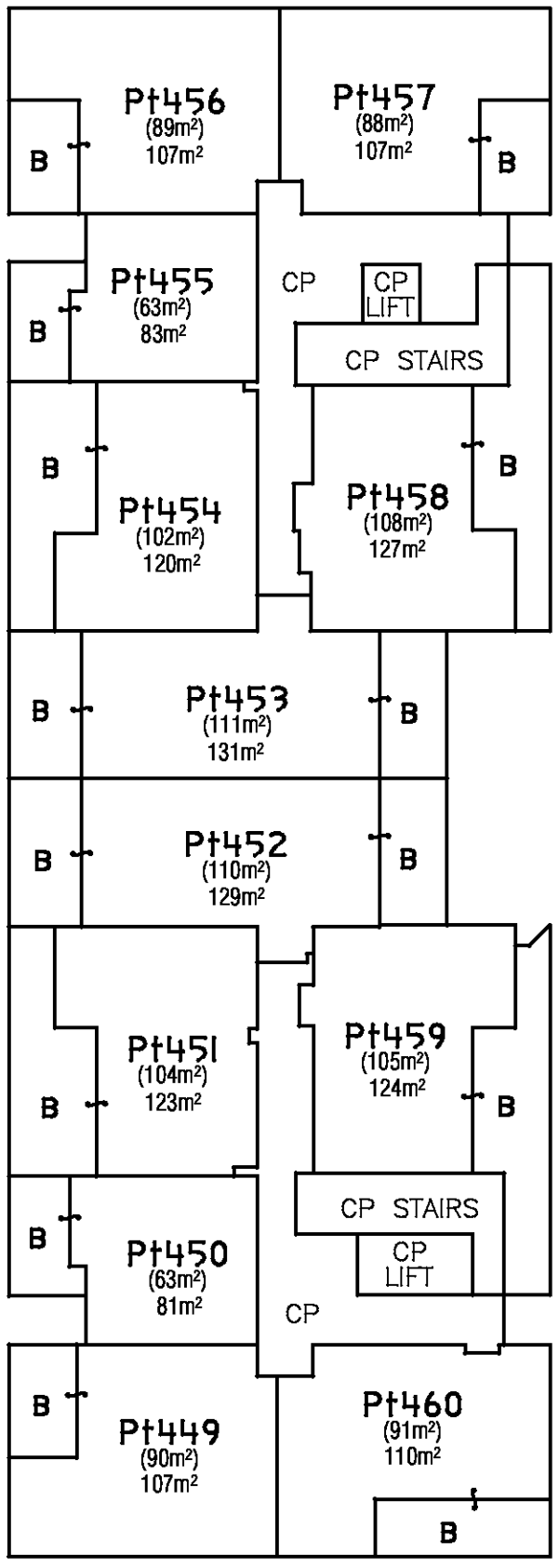
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

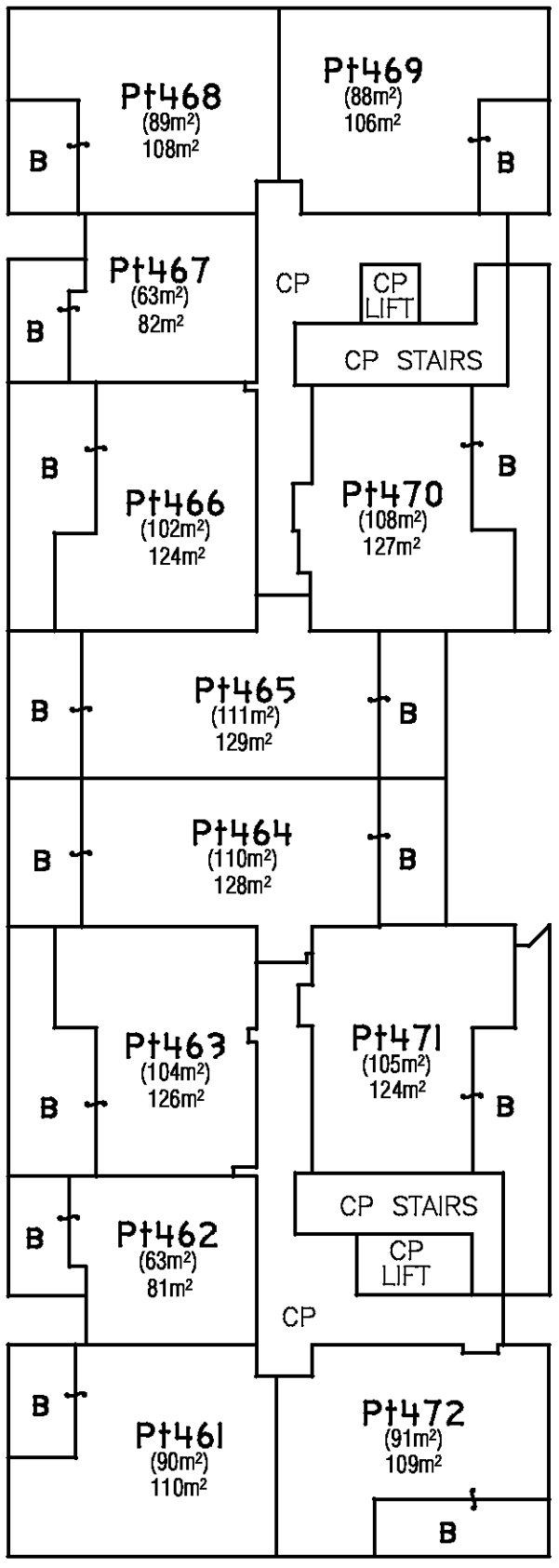
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING D - LEVEL 2



BUILDING D - LEVEL 3



SURVEYOR Name: ROYSTON LOWE Date: 18/11/2019 Reference: SY073885.000.11	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA Locality: LIDCOMBE Reduction Ratio: 1: 300 Lengths are in metres	REGISTERED 2.3.2020	SP100991

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:49 of 79
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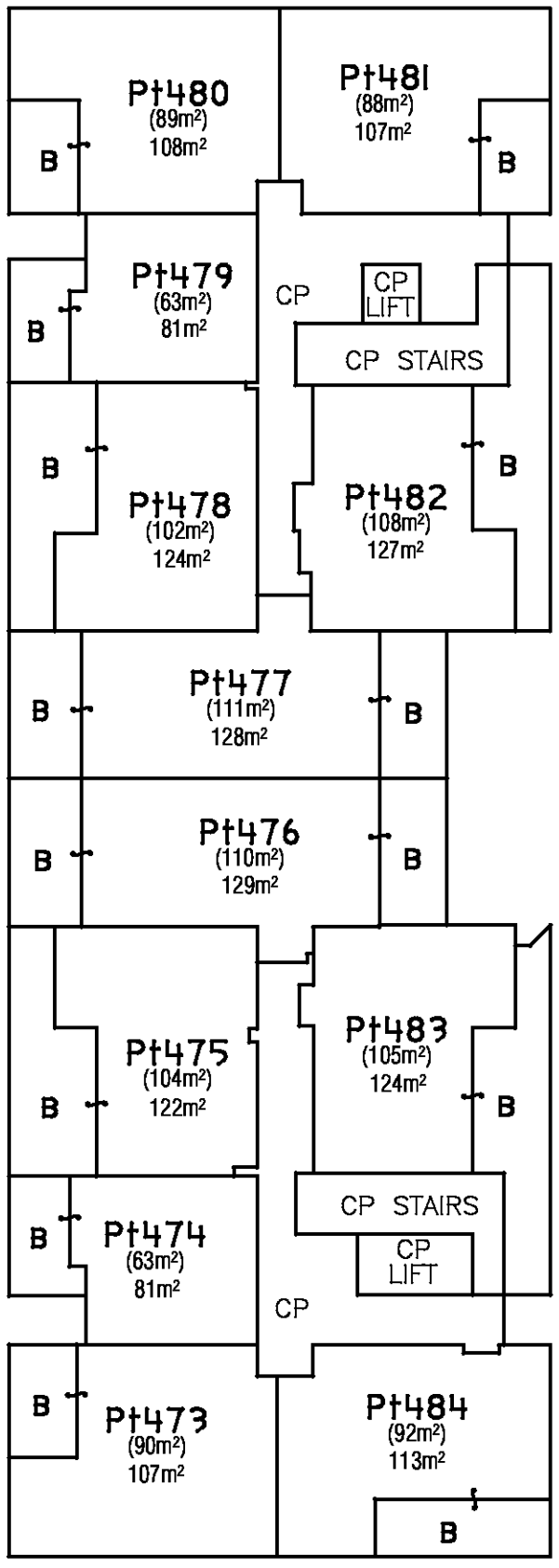
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

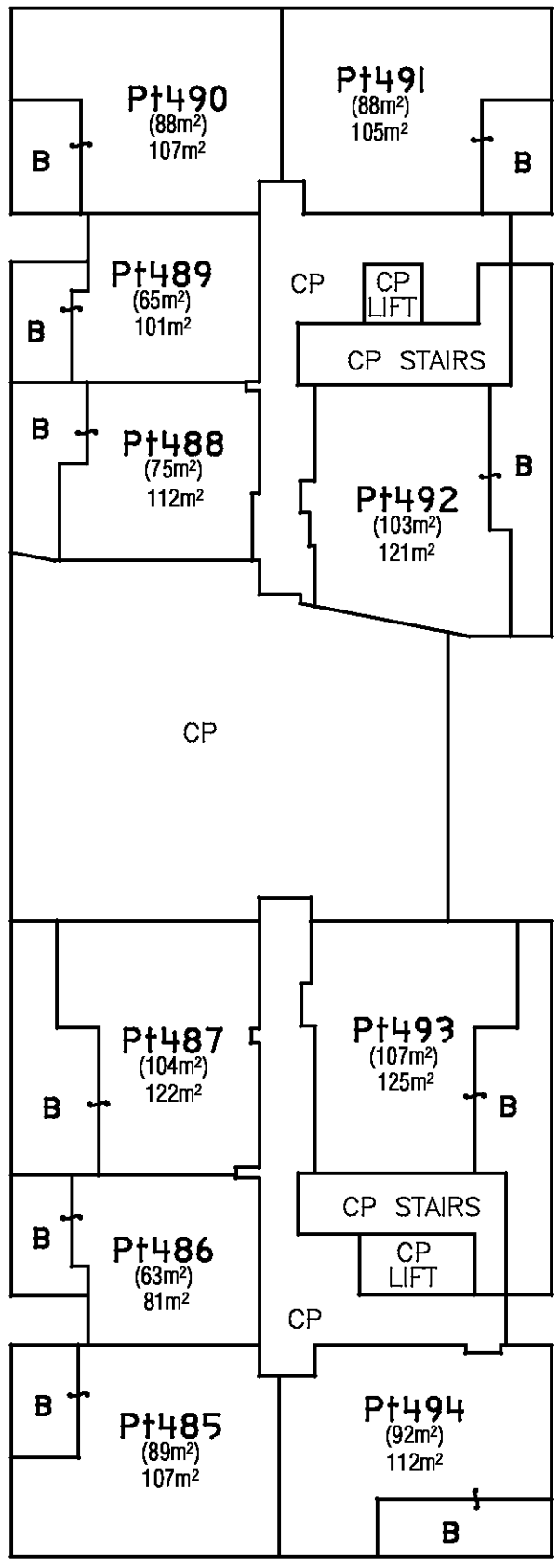
TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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

BUILDING D - LEVEL 4



BUILDING D - LEVEL 5



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 300		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:50 of 79
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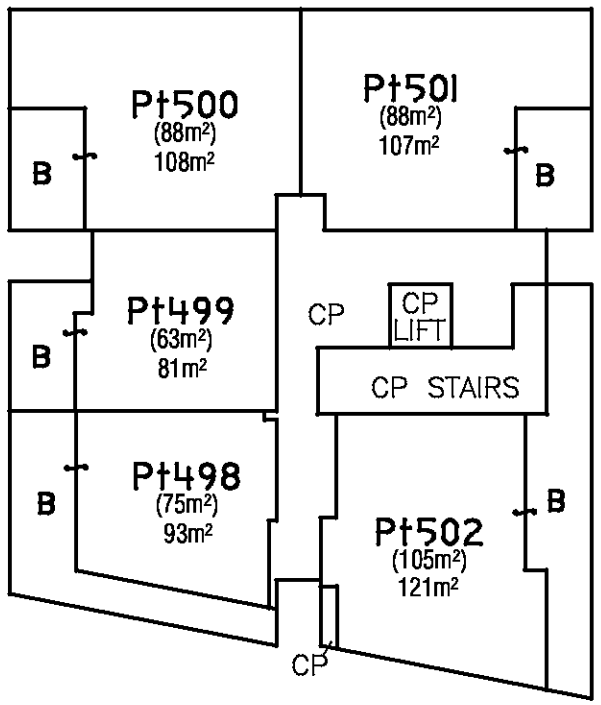
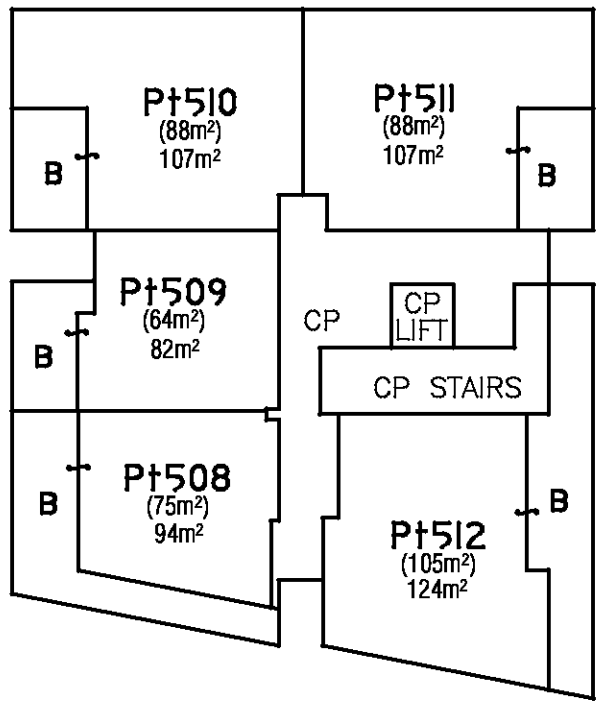
BUILDING D - LEVEL 6



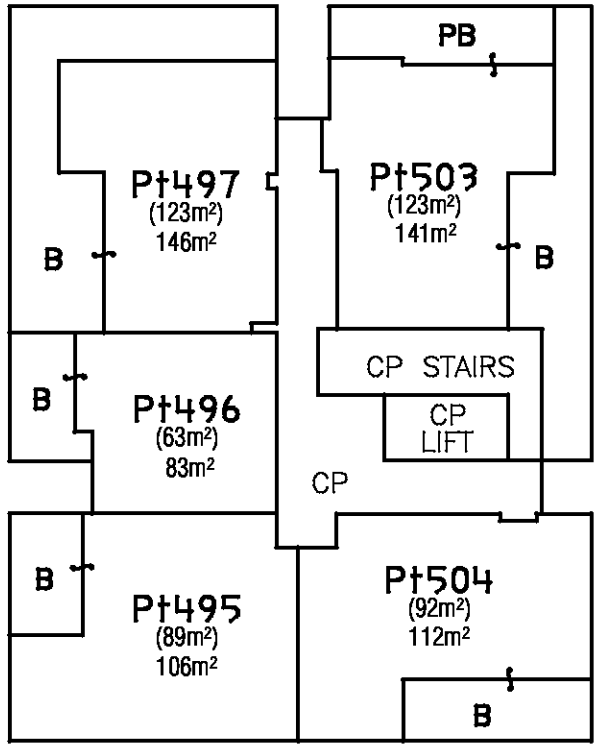
BUILDING D - LEVEL 7

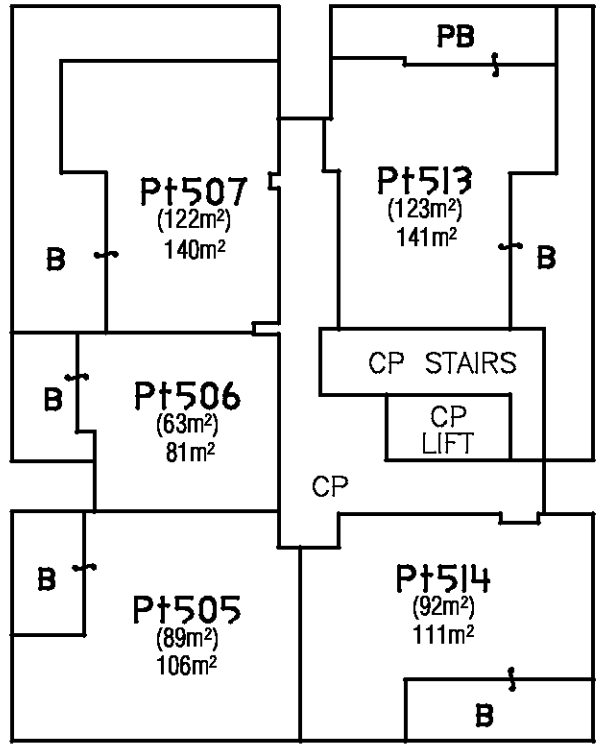


THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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





B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR Name: **ROYSTON LOWE** Date: **18/11/2019** Reference: **SY073885.000.11**	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: **CITY OF PARRAMATTA** Locality: **LIDCOMBE** Reduction Ratio: 1: **300** Lengths are in metres	REGISTERED 2.3.2020	**SP100991**

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:51 of 79
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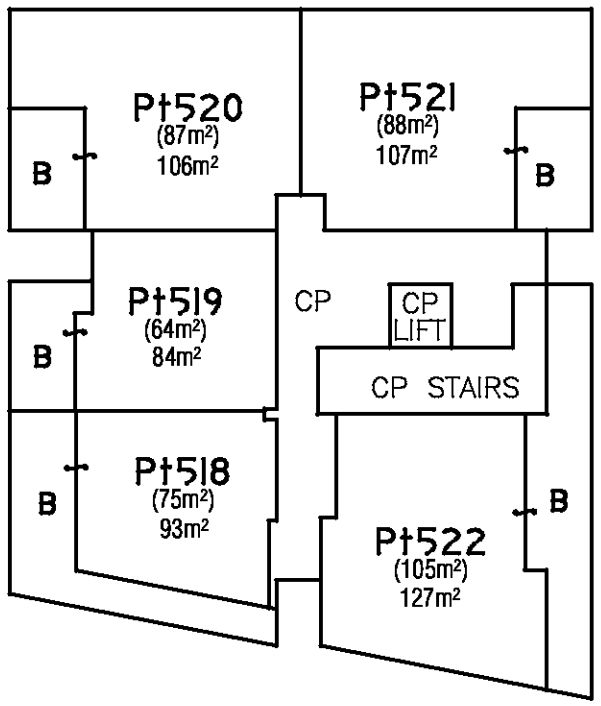
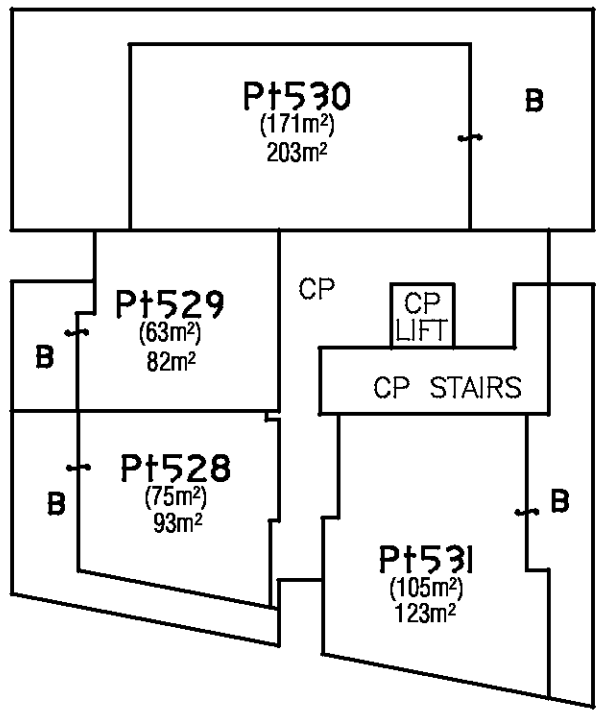
BUILDING D - LEVEL 8



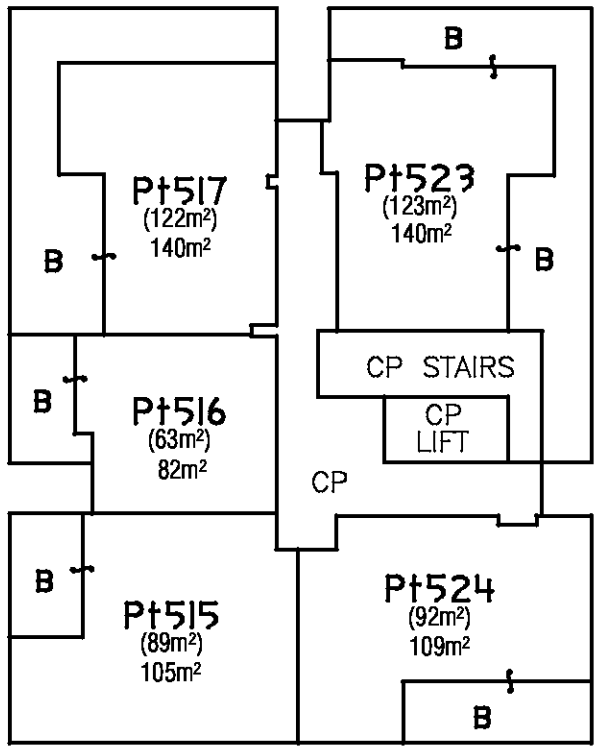
BUILDING D - LEVEL 9

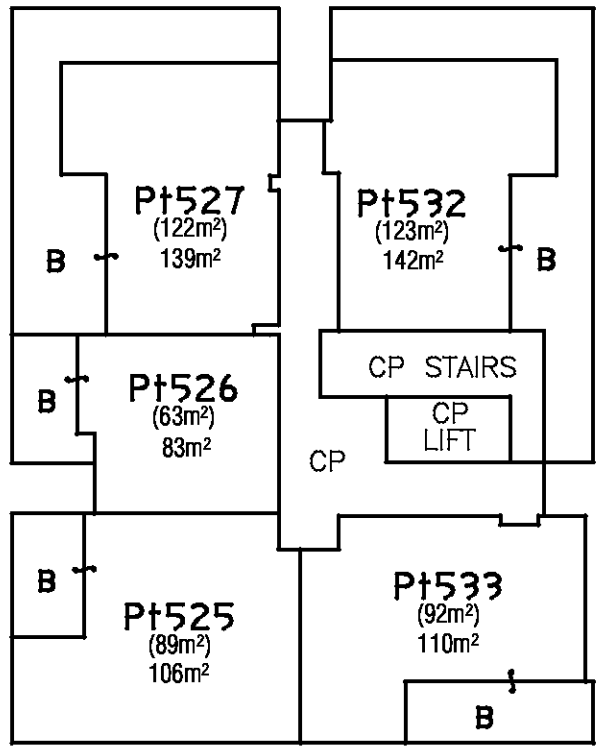


THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

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





B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 300		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:52 of 79
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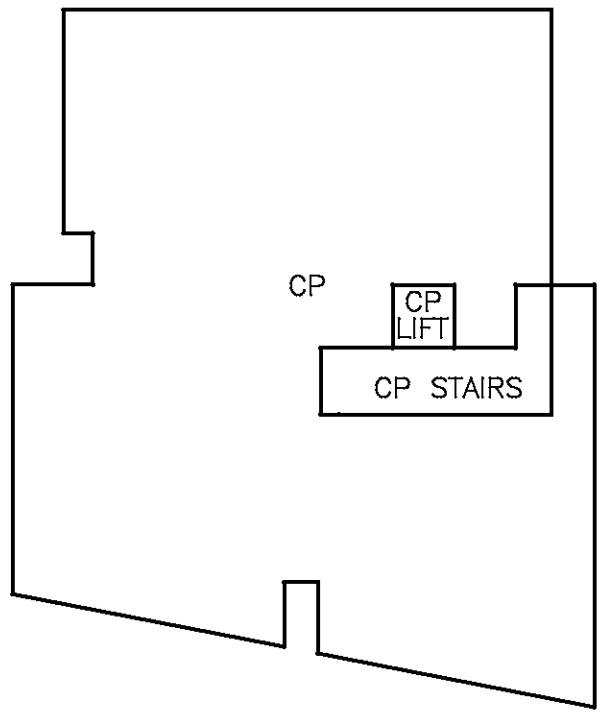
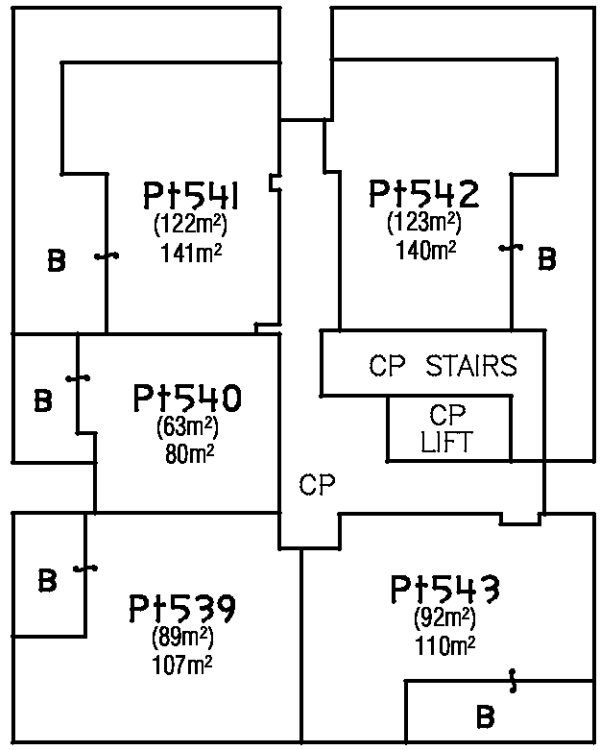
BUILDING D - LEVEL 10



BUILDING D - LEVEL 11



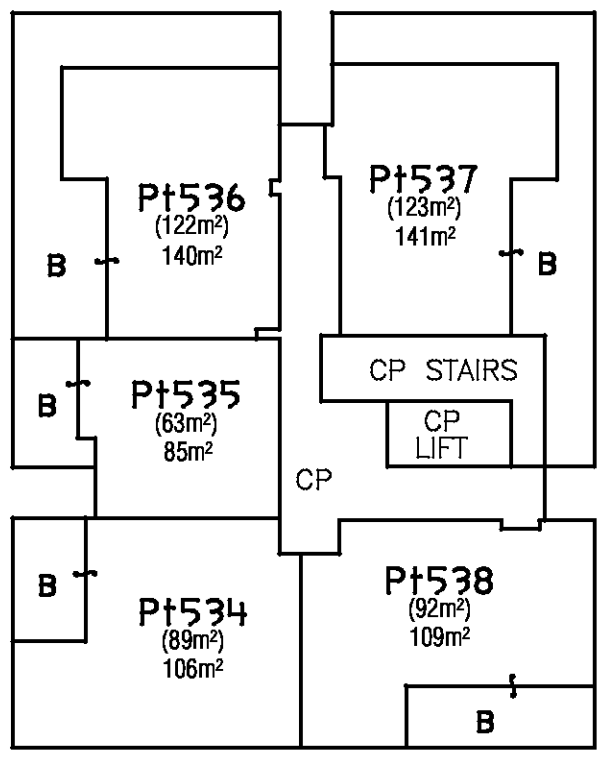
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

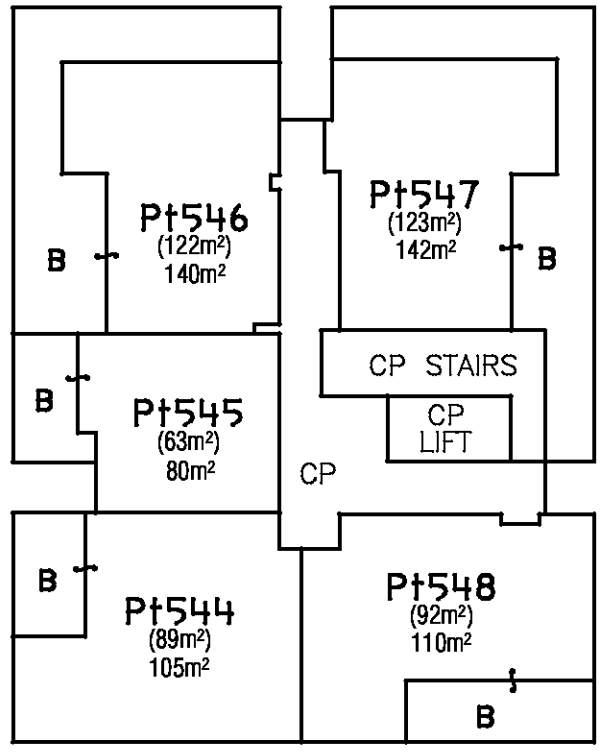
THE STRATUM OF A BALCONY IS LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

BUILDING D - LEVEL 12





SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 300		
Reference: SY073885.000.11		Lengths are in metres		

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

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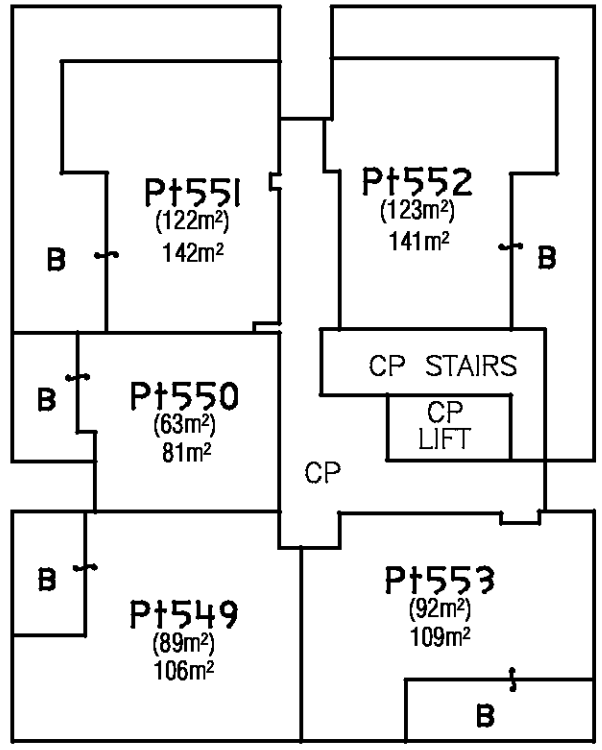
THE STRATUM OF A BALCONY AND A COURTYARD ARE LIMITED TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT STATEMENT

TILED SURFACES WITHIN A LOT FORM PART OF THAT LOT

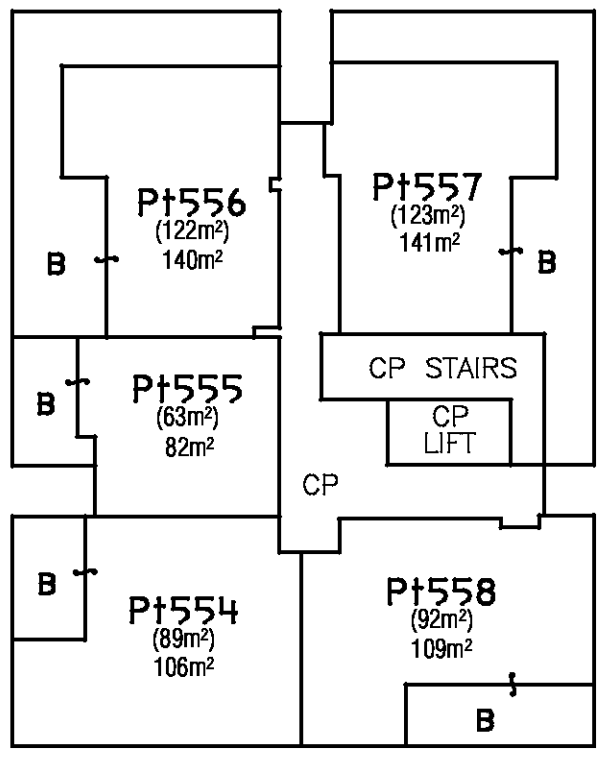
THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

B DENOTES BALCONY
CY DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

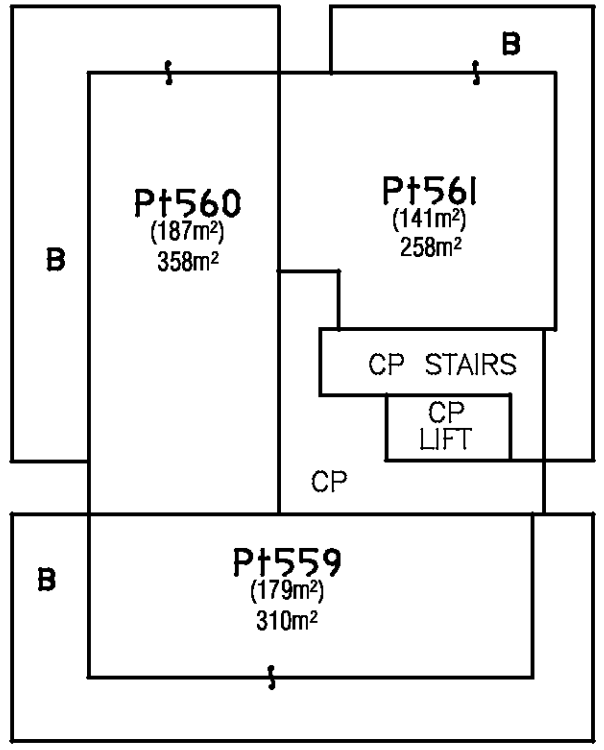
BUILDING D - LEVEL 13



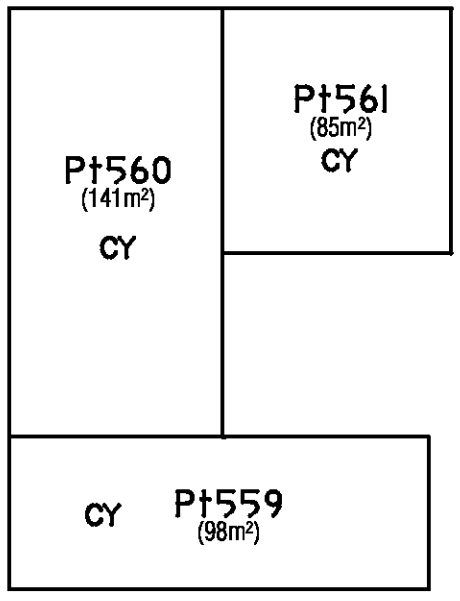
BUILDING D - LEVEL 14



BUILDING D - LEVEL 15



BUILDING D - LEVEL 16



SURVEYOR	PLAN OF SUBDIVISION OF LOT 100 IN DP1239610	L.G.A.: CITY OF PARRAMATTA	REGISTERED	SP100991
Name: ROYSTON LOWE		Locality: LIDCOMBE	2.3.2020	
Date: 18/11/2019		Reduction Ratio: 1: 300		
Reference: SY073885.000.11		Lengths are in metres		

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

Req:R806740 /Doc:SP 0100991 P /Rev:02-Mar-2020 /NSW LRS /Pgs:ALL /Prt:17-Mar-2020 12:27 /Seq:54 of 79
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SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 26 sheet(s)

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PLAN OF SUBDIVISION OF LOT 100 IN DP1239610

LGA: **CITY OF PARRAMATTA**

Locality: **LIDCOMBE**

Parish: **CONCORD**

County: **CUMBERLAND**

This is a ***FREEHOLD**/*~~**LEASEHOLD**~~ Strata Scheme

Address for Service of Documents

10 Stockyard Boulevard Lidcombe 2141

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

* Model by-laws for residential strata schemes together with:
  Keeping of animals: Option *~~A~~/* **B**
  Smoke penetration: Option *~~A~~/* **B**
(see Schedule 3 *Strata Schemes Management Regulation 2016*)

* ~~The strata by-laws lodged with the plan.~~

Surveyor's Certificate

I, **Royston Lowe** (Ph 02 9685 2000) ....., of **LandPartners Pty Ltd** (PO Box 1144 Dundas NSW 2117, being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*~~(a) a public place~~

*(b) ~~land other than a public place and an appropriate easement to permit the encroachment has been created by~~ ^ .....

Signature: .....

Date: 18 November 2019

Surveyor ID: **1505**

Surveyor's Reference: **SY073885.000.11**

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I, **Ian Baker**..... being an Accredited Certifier, accreditation number **BPB0017** ...., certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015.*

*~~(a) This plan is part of a development scheme.~~

*~~(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~

*(c) ~~This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ ..... will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015.*~~

Certificate Reference: 17/SC10/20

Relevant Planning Approval No.: 17/CDC06/18

issued by: IAN BAKER

Signature: .....

Date: 24 JANUARY 2020

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 26 sheet(s)

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VALUER'S CERTIFICATE

I, **Raymond Laoulach** of **Laoulach & Co Pty Ltd, Suite 6, 25-33 Old Northern Road Baulkham Hills NSW 2153** being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: **Australian Property Institute**

Class of Membership: **Associate Member** Membership Number: **68905**

certify that the unit entitlements shown in the schedule herewith are apportioned on **17 January 2020** (being the valuation day) in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 22 January 2020

SCHEDULE OF UNIT ENTITLEMENT (UE)

Lot	UE	Lot	UE	Lot	UE	Lot	UE	Lot	UE	Lot	UE
1	183	31	172	61	172	91	218	121	181	151	183
2	193	32	181	62	181	92	132	122	180	152	182
3	180	33	190	63	178	93	132	123	185	153	188
4	184	34	133	64	181	94	184	124	186	154	189
5	184	35	182	65	174	95	177	125	180	155	181
6	180	36	182	66	184	96	186	126	189	156	191
7	181	37	133	67	191	97	194	127	196	157	199
8	184	38	179	68	136	98	137	128	139	158	141
9	184	39	182	69	184	99	186	129	189	159	191
10	180	40	183	70	184	100	188	130	190	160	191
11	189	41	133	71	135	101	139	131	139	161	141
12	178	42	184	72	182	102	185	132	186	162	189
13	178	43	173	73	184	103	188	133	190	163	192
14	182	44	171	74	185	104	137	134	140	164	141
15	180	45	179	75	135	105	189	135	192	165	194
16	182	46	175	76	186	106	179	136	182	166	184
17	174	47	181	77	175	107	180	137	181	167	183
18	180	48	173	78	173	108	182	138	186	168	188
19	183	49	182	79	181	109	184	139	189	169	190
20	181	50	190	80	180	110	178	140	181	170	182
21	181	51	134	81	182	111	188	141	190	171	192
22	179	52	183	82	177	112	195	142	197	172	200
23	181	53	183	83	252	113	138	143	140	173	149
24	181	54	135	84	136	114	189	144	190	174	192
25	182	55	181	85	186	115	189	145	190	175	199
26	172	56	183	86	185	116	138	146	140	176	149
27	170	57	183	87	136	117	185	147	189	177	190
28	179	58	134	88	137	118	189	148	191	178	194
29	174	59	185	89	137	119	138	149	140	179	143
30	179	60	174	90	136	120	191	150	193	180	196

Continued/....

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 26 sheet(s)

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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*

SCHEDULE OF UNIT ENTITLEMENT (UE) (Continued)

Lot	UE	Lot	UE	Lot	UE	Lot	UE	Lot	UE
181	185	221	125	261	132	301	179	341	225
182	184	222	175	262	182	302	173	342	227
183	189	223	126	263	178	303	173	343	183
184	191	224	126	264	183	304	125	344	178
185	183	225	125	265	134	305	179	345	178
186	194	226	175	266	134	306	179	346	129
187	201	227	171	267	134	307	179	347	183
188	144	228	177	268	183	308	125	348	183
189	194	229	127	269	179	309	174	349	183
190	193	230	127	270	190	310	215	350	129
191	144	231	126	271	137	311	173	351	179
192	197	232	177	272	137	312	180	352	224
193	186	233	172	273	137	313	174	353	178
194	189	234	177	274	191	314	174	354	184
195	185	235	128	275	181	315	126	355	179
196	195	236	128	276	191	316	180	356	179
197	202	237	127	277	138	317	180	357	130
198	145	238	178	278	138	318	180	358	184
199	194	239	173	279	137	319	126	359	184
200	194	240	179	280	192	320	175	360	184
201	145	241	129	281	182	321	217	361	130
202	198	242	129	282	174	322	174	362	180
203	188	243	128	283	172	323	181	363	226
204	189	244	179	284	174	324	175	364	179
205	186	245	174	285	184	325	175	365	185
206	384	246	180	286	184	326	127	366	180
207	258	247	130	287	182	327	181	367	180
208	323	248	130	288	174	328	181	368	132
209	202	249	129	289	172	329	181	369	185
210	146	250	180	290	217	330	127	370	185
211	198	251	175	291	175	331	177	371	185
212	189	252	181	292	182	332	219	372	132
213	190	253	132	293	172	333	175	373	181
214	362	254	132	294	172	334	182	374	228
215	269	255	132	295	178	335	236	375	180
216	324	256	181	296	178	336	128	376	186
217	178	257	177	297	178	337	182	377	181
218	128	258	182	298	173	338	182	378	181
219	177	259	133	299	213	339	182	379	133
220	174	260	133	300	172	340	128	380	186

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 26 sheet(s)

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF UNIT ENTITLEMENT (UE) (Continued)

Lot	UE
381	186
382	186
383	133
384	182
385	230
386	181
387	188
388	182
389	185
390	136
391	190
392	190
393	191
394	135
395	184
396	232
397	182
398	189
399	193
400	136
401	185
402	235
403	183
404	191
405	197
406	137
407	186
408	241
409	184
410	192
411	198
412	138
413	188
414	243
415	185
416	193
417	200
418	139
419	189
420	246

Lot	UE
421	186
422	200
423	395
424	329
425	313
426	247
427	186
428	181
429	184
430	189
431	189
432	184
433	181
434	180
435	174
436	177
437	175
438	177
439	181
440	181
441	181
442	181
443	180
444	178
445	172
446	174
447	171
448	174
449	182
450	133
451	182
452	182
453	182
454	181
455	133
456	179
457	173
458	175
459	172
460	175

Lot	UE
461	183
462	134
463	183
464	183
465	183
466	182
467	134
468	180
469	174
470	177
471	173
472	177
473	184
474	135
475	184
476	184
477	184
478	184
479	135
480	181
481	175
482	178
483	174
484	178
485	185
486	136
487	185
488	137
489	136
490	182
491	177
492	179
493	175
494	179
495	186
496	137
497	194
498	139
499	137
500	183

Lot	UE
501	178
502	180
503	183
504	180
505	188
506	138
507	195
508	140
509	138
510	184
511	179
512	181
513	184
514	181
515	189
516	139
517	197
518	141
519	139
520	185
521	180
522	182
523	185
524	182
525	190
526	140
527	198
528	143
529	140
530	247
531	183
532	186
533	183
534	191
535	141
536	200
537	191
538	184
539	192
540	143

Lot	UE
541	201
542	192
543	185
544	193
545	144
546	202
547	193
548	186
549	194
550	145
551	203
552	194
553	188
554	195
555	146
556	204
557	195
558	189
559	351
560	395
561	318

Total	100000

R.L

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 26 sheet(s)

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
CP	-	10	Stockyard	Boulevard	Lidcombe
1	G01	9	Paddock	Street	Lidcombe
2	G02	9	Paddock	Street	Lidcombe
3	G03	9	Paddock	Street	Lidcombe
4	G04	9	Paddock	Street	Lidcombe
5	G05	7	Paddock	Street	Lidcombe
6	G06	7	Paddock	Street	Lidcombe
7	G07	7	Paddock	Street	Lidcombe
8	G08	7	Paddock	Street	Lidcombe
9	G09	5	Paddock	Street	Lidcombe
10	G10	5	Paddock	Street	Lidcombe
11	G11	5	Paddock	Street	Lidcombe
12	G12	5	Paddock	Street	Lidcombe
13	G13	5	Paddock	Street	Lidcombe
14	G14	7	Paddock	Street	Lidcombe
15	G15	7	Paddock	Street	Lidcombe
16	G16	7	Paddock	Street	Lidcombe
17	G17	9	Paddock	Street	Lidcombe
18	101	9	Paddock	Street	Lidcombe
19	102	9	Paddock	Street	Lidcombe
20	103	9	Paddock	Street	Lidcombe
21	104	7	Paddock	Street	Lidcombe
22	105	7	Paddock	Street	Lidcombe
23	106	7	Paddock	Street	Lidcombe
24	107	5	Paddock	Street	Lidcombe
25	108	5	Paddock	Street	Lidcombe
26	109	5	Paddock	Street	Lidcombe
27	110	5	Paddock	Street	Lidcombe
28	111	7	Paddock	Street	Lidcombe
29	112	7	Paddock	Street	Lidcombe
30	113	7	Paddock	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
31	114	9	Paddock	Street	Lidcombe
32	201	9	Paddock	Street	Lidcombe
33	202	9	Paddock	Street	Lidcombe
34	203	9	Paddock	Street	Lidcombe
35	204	9	Paddock	Street	Lidcombe
36	205	7	Paddock	Street	Lidcombe
37	206	7	Paddock	Street	Lidcombe
38	207	7	Paddock	Street	Lidcombe
39	208	7	Paddock	Street	Lidcombe
40	209	5	Paddock	Street	Lidcombe
41	210	5	Paddock	Street	Lidcombe
42	211	5	Paddock	Street	Lidcombe
43	212	5	Paddock	Street	Lidcombe
44	213	5	Paddock	Street	Lidcombe
45	214	7	Paddock	Street	Lidcombe
46	215	7	Paddock	Street	Lidcombe
47	216	7	Paddock	Street	Lidcombe
48	217	9	Paddock	Street	Lidcombe
49	301	9	Paddock	Street	Lidcombe
50	302	9	Paddock	Street	Lidcombe
51	303	9	Paddock	Street	Lidcombe
52	304	9	Paddock	Street	Lidcombe
53	305	7	Paddock	Street	Lidcombe
54	306	7	Paddock	Street	Lidcombe
55	307	7	Paddock	Street	Lidcombe
56	308	7	Paddock	Street	Lidcombe
57	309	5	Paddock	Street	Lidcombe
58	310	5	Paddock	Street	Lidcombe
59	311	5	Paddock	Street	Lidcombe
60	312	5	Paddock	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
61	313	5	Paddock	Street	Lidcombe
62	314	7	Paddock	Street	Lidcombe
63	315	7	Paddock	Street	Lidcombe
64	316	7	Paddock	Street	Lidcombe
65	317	9	Paddock	Street	Lidcombe
66	401	9	Paddock	Street	Lidcombe
67	402	9	Paddock	Street	Lidcombe
68	403	9	Paddock	Street	Lidcombe
69	404	9	Paddock	Street	Lidcombe
70	405	7	Paddock	Street	Lidcombe
71	406	7	Paddock	Street	Lidcombe
72	407	7	Paddock	Street	Lidcombe
73	408	7	Paddock	Street	Lidcombe
74	409	5	Paddock	Street	Lidcombe
75	410	5	Paddock	Street	Lidcombe
76	411	5	Paddock	Street	Lidcombe
77	412	5	Paddock	Street	Lidcombe
78	413	5	Paddock	Street	Lidcombe
79	414	7	Paddock	Street	Lidcombe
80	415	7	Paddock	Street	Lidcombe
81	416	7	Paddock	Street	Lidcombe
82	417	9	Paddock	Street	Lidcombe
83	501	9	Paddock	Street	Lidcombe
84	502	9	Paddock	Street	Lidcombe
85	503	9	Paddock	Street	Lidcombe
86	504	7	Paddock	Street	Lidcombe
87	505	7	Paddock	Street	Lidcombe
88	506	7	Paddock	Street	Lidcombe
89	510	5	Paddock	Street	Lidcombe
90	511	5	Paddock	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
91	512	5	Paddock	Street	Lidcombe
92	513	5	Paddock	Street	Lidcombe
93	507	7	Paddock	Street	Lidcombe
94	508	7	Paddock	Street	Lidcombe
95	509	9	Paddock	Street	Lidcombe
96	601	9	Paddock	Street	Lidcombe
97	602	9	Paddock	Street	Lidcombe
98	603	9	Paddock	Street	Lidcombe
99	604	9	Paddock	Street	Lidcombe
100	605	7	Paddock	Street	Lidcombe
101	606	7	Paddock	Street	Lidcombe
102	607	7	Paddock	Street	Lidcombe
103	611	5	Paddock	Street	Lidcombe
104	612	5	Paddock	Street	Lidcombe
105	613	5	Paddock	Street	Lidcombe
106	614	5	Paddock	Street	Lidcombe
107	615	5	Paddock	Street	Lidcombe
108	608	7	Paddock	Street	Lidcombe
109	609	7	Paddock	Street	Lidcombe
110	610	9	Paddock	Street	Lidcombe
111	701	9	Paddock	Street	Lidcombe
112	702	9	Paddock	Street	Lidcombe
113	703	9	Paddock	Street	Lidcombe
114	704	9	Paddock	Street	Lidcombe
115	705	7	Paddock	Street	Lidcombe
116	706	7	Paddock	Street	Lidcombe
117	707	7	Paddock	Street	Lidcombe
118	711	5	Paddock	Street	Lidcombe
119	712	5	Paddock	Street	Lidcombe
120	713	5	Paddock	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
121	714	5	Paddock	Street	Lidcombe
122	715	5	Paddock	Street	Lidcombe
123	708	7	Paddock	Street	Lidcombe
124	709	7	Paddock	Street	Lidcombe
125	710	9	Paddock	Street	Lidcombe
126	801	9	Paddock	Street	Lidcombe
127	802	9	Paddock	Street	Lidcombe
128	803	9	Paddock	Street	Lidcombe
129	804	9	Paddock	Street	Lidcombe
130	805	7	Paddock	Street	Lidcombe
131	806	7	Paddock	Street	Lidcombe
132	807	7	Paddock	Street	Lidcombe
133	811	5	Paddock	Street	Lidcombe
134	812	5	Paddock	Street	Lidcombe
135	813	5	Paddock	Street	Lidcombe
136	814	5	Paddock	Street	Lidcombe
137	815	5	Paddock	Street	Lidcombe
138	808	7	Paddock	Street	Lidcombe
139	809	7	Paddock	Street	Lidcombe
140	810	9	Paddock	Street	Lidcombe
141	901	9	Paddock	Street	Lidcombe
142	902	9	Paddock	Street	Lidcombe
143	903	9	Paddock	Street	Lidcombe
144	904	9	Paddock	Street	Lidcombe
145	905	7	Paddock	Street	Lidcombe
146	906	7	Paddock	Street	Lidcombe
147	907	7	Paddock	Street	Lidcombe
148	911	5	Paddock	Street	Lidcombe
149	912	5	Paddock	Street	Lidcombe
150	913	5	Paddock	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
151	914	5	Paddock	Street	Lidcombe
152	915	5	Paddock	Street	Lidcombe
153	908	7	Paddock	Street	Lidcombe
154	909	7	Paddock	Street	Lidcombe
155	910	9	Paddock	Street	Lidcombe
156	1001	9	Paddock	Street	Lidcombe
157	1002	9	Paddock	Street	Lidcombe
158	1003	9	Paddock	Street	Lidcombe
159	1004	9	Paddock	Street	Lidcombe
160	1005	7	Paddock	Street	Lidcombe
161	1006	7	Paddock	Street	Lidcombe
162	1007	7	Paddock	Street	Lidcombe
163	1011	5	Paddock	Street	Lidcombe
164	1012	5	Paddock	Street	Lidcombe
165	1013	5	Paddock	Street	Lidcombe
166	1014	5	Paddock	Street	Lidcombe
167	1015	5	Paddock	Street	Lidcombe
168	1008	7	Paddock	Street	Lidcombe
169	1009	7	Paddock	Street	Lidcombe
170	1010	9	Paddock	Street	Lidcombe
171	1101	9	Paddock	Street	Lidcombe
172	1102	9	Paddock	Street	Lidcombe
173	1103	9	Paddock	Street	Lidcombe
174	1104	9	Paddock	Street	Lidcombe
175	1105	7	Paddock	Street	Lidcombe
176	1106	7	Paddock	Street	Lidcombe
177	1107	7	Paddock	Street	Lidcombe
178	1111	5	Paddock	Street	Lidcombe
179	1112	5	Paddock	Street	Lidcombe
180	1113	5	Paddock	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
181	1114	5	Paddock	Street	Lidcombe
182	1115	5	Paddock	Street	Lidcombe
183	1108	7	Paddock	Street	Lidcombe
184	1109	7	Paddock	Street	Lidcombe
185	1110	9	Paddock	Street	Lidcombe
186	1201	9	Paddock	Street	Lidcombe
187	1202	9	Paddock	Street	Lidcombe
188	1203	9	Paddock	Street	Lidcombe
189	1204	9	Paddock	Street	Lidcombe
190	1206	5	Paddock	Street	Lidcombe
191	1207	5	Paddock	Street	Lidcombe
192	1208	5	Paddock	Street	Lidcombe
193	1209	5	Paddock	Street	Lidcombe
194	1210	5	Paddock	Street	Lidcombe
195	1205	9	Paddock	Street	Lidcombe
196	1301	9	Paddock	Street	Lidcombe
197	1302	9	Paddock	Street	Lidcombe
198	1303	9	Paddock	Street	Lidcombe
199	1304	9	Paddock	Street	Lidcombe
200	1306	5	Paddock	Street	Lidcombe
201	1307	5	Paddock	Street	Lidcombe
202	1308	5	Paddock	Street	Lidcombe
203	1309	5	Paddock	Street	Lidcombe
204	1310	5	Paddock	Street	Lidcombe
205	1305	9	Paddock	Street	Lidcombe
206	1401	9	Paddock	Street	Lidcombe
207	1402	9	Paddock	Street	Lidcombe
208	1403	9	Paddock	Street	Lidcombe
209	1404	5	Paddock	Street	Lidcombe
210	1405	5	Paddock	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
211	1406	5	Paddock	Street	Lidcombe
212	1407	5	Paddock	Street	Lidcombe
213	1408	5	Paddock	Street	Lidcombe
214	1501	5	Paddock	Street	Lidcombe
215	1502	5	Paddock	Street	Lidcombe
216	1503	5	Paddock	Street	Lidcombe
217	G01	1	Ibis	Street	Lidcombe
218	G02	1	Ibis	Street	Lidcombe
219	G03	1	Ibis	Street	Lidcombe
220	101	1	Ibis	Street	Lidcombe
221	102	1	Ibis	Street	Lidcombe
222	201	1	Ibis	Street	Lidcombe
223	202	1	Ibis	Street	Lidcombe
224	203	1	Ibis	Street	Lidcombe
225	204	1	Ibis	Street	Lidcombe
226	205	1	Ibis	Street	Lidcombe
227	206	1	Ibis	Street	Lidcombe
228	301	1	Ibis	Street	Lidcombe
229	302	1	Ibis	Street	Lidcombe
230	303	1	Ibis	Street	Lidcombe
231	304	1	Ibis	Street	Lidcombe
232	305	1	Ibis	Street	Lidcombe
233	306	1	Ibis	Street	Lidcombe
234	401	1	Ibis	Street	Lidcombe
235	402	1	Ibis	Street	Lidcombe
236	403	1	Ibis	Street	Lidcombe
237	404	1	Ibis	Street	Lidcombe
238	405	1	Ibis	Street	Lidcombe
239	406	1	Ibis	Street	Lidcombe
240	501	1	Ibis	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
241	502	1	Ibis	Street	Lidcombe
242	503	1	Ibis	Street	Lidcombe
243	504	1	Ibis	Street	Lidcombe
244	505	1	Ibis	Street	Lidcombe
245	506	1	Ibis	Street	Lidcombe
246	601	1	Ibis	Street	Lidcombe
247	602	1	Ibis	Street	Lidcombe
248	603	1	Ibis	Street	Lidcombe
249	604	1	Ibis	Street	Lidcombe
250	605	1	Ibis	Street	Lidcombe
251	606	1	Ibis	Street	Lidcombe
252	701	1	Ibis	Street	Lidcombe
253	702	1	Ibis	Street	Lidcombe
254	703	1	Ibis	Street	Lidcombe
255	704	1	Ibis	Street	Lidcombe
256	705	1	Ibis	Street	Lidcombe
257	706	1	Ibis	Street	Lidcombe
258	801	1	Ibis	Street	Lidcombe
259	802	1	Ibis	Street	Lidcombe
260	803	1	Ibis	Street	Lidcombe
261	804	1	Ibis	Street	Lidcombe
262	805	1	Ibis	Street	Lidcombe
263	806	1	Ibis	Street	Lidcombe
264	901	1	Ibis	Street	Lidcombe
265	902	1	Ibis	Street	Lidcombe
266	903	1	Ibis	Street	Lidcombe
267	904	1	Ibis	Street	Lidcombe
268	905	1	Ibis	Street	Lidcombe
269	906	1	Ibis	Street	Lidcombe
270	1001	1	Ibis	Street	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
271	1002	1	Ibis	Street	Lidcombe
272	1003	1	Ibis	Street	Lidcombe
273	1004	1	Ibis	Street	Lidcombe
274	1005	1	Ibis	Street	Lidcombe
275	1006	1	Ibis	Street	Lidcombe
276	1101	1	Ibis	Street	Lidcombe
277	1102	1	Ibis	Street	Lidcombe
278	1103	1	Ibis	Street	Lidcombe
279	1104	1	Ibis	Street	Lidcombe
280	1105	1	Ibis	Street	Lidcombe
281	1106	1	Ibis	Street	Lidcombe
282	G01	10	Stockyard	Boulevard	Lidcombe
283	G02	10	Stockyard	Boulevard	Lidcombe
284	G03	10	Stockyard	Boulevard	Lidcombe
285	G04	10	Stockyard	Boulevard	Lidcombe
286	G05	8	Stockyard	Boulevard	Lidcombe
287	G06	8	Stockyard	Boulevard	Lidcombe
288	G07	8	Stockyard	Boulevard	Lidcombe
289	G08	8	Stockyard	Boulevard	Lidcombe
290	G09	8	Stockyard	Boulevard	Lidcombe
291	G10	8	Stockyard	Boulevard	Lidcombe
292	G11	8	Stockyard	Boulevard	Lidcombe
293	101	10	Stockyard	Boulevard	Lidcombe
294	102	10	Stockyard	Boulevard	Lidcombe
295	103	10	Stockyard	Boulevard	Lidcombe
296	104	8	Stockyard	Boulevard	Lidcombe
297	105	8	Stockyard	Boulevard	Lidcombe
298	106	8	Stockyard	Boulevard	Lidcombe
299	107	8	Stockyard	Boulevard	Lidcombe
300	108	8	Stockyard	Boulevard	Lidcombe

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
301	109	8	Stockyard	Boulevard	Lidcombe
302	201	10	Stockyard	Boulevard	Lidcombe
303	202	10	Stockyard	Boulevard	Lidcombe
304	203	10	Stockyard	Boulevard	Lidcombe
305	204	10	Stockyard	Boulevard	Lidcombe
306	205	8	Stockyard	Boulevard	Lidcombe
307	206	8	Stockyard	Boulevard	Lidcombe
308	207	8	Stockyard	Boulevard	Lidcombe
309	208	8	Stockyard	Boulevard	Lidcombe
310	209	8	Stockyard	Boulevard	Lidcombe
311	210	8	Stockyard	Boulevard	Lidcombe
312	211	8	Stockyard	Boulevard	Lidcombe
313	301	10	Stockyard	Boulevard	Lidcombe
314	302	10	Stockyard	Boulevard	Lidcombe
315	303	10	Stockyard	Boulevard	Lidcombe
316	304	10	Stockyard	Boulevard	Lidcombe
317	305	8	Stockyard	Boulevard	Lidcombe
318	306	8	Stockyard	Boulevard	Lidcombe
319	307	8	Stockyard	Boulevard	Lidcombe
320	308	8	Stockyard	Boulevard	Lidcombe
321	309	8	Stockyard	Boulevard	Lidcombe
322	310	8	Stockyard	Boulevard	Lidcombe
323	311	8	Stockyard	Boulevard	Lidcombe
324	401	10	Stockyard	Boulevard	Lidcombe
325	402	10	Stockyard	Boulevard	Lidcombe
326	403	10	Stockyard	Boulevard	Lidcombe
327	404	10	Stockyard	Boulevard	Lidcombe
328	405	8	Stockyard	Boulevard	Lidcombe
329	406	8	Stockyard	Boulevard	Lidcombe
330	407	8	Stockyard	Boulevard	Lidcombe

Continued/....

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 16 of 26 sheets

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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*

Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
331	408	8	Stockyard	Boulevard	Lidcombe
332	409	8	Stockyard	Boulevard	Lidcombe
333	410	8	Stockyard	Boulevard	Lidcombe
334	411	8	Stockyard	Boulevard	Lidcombe
335	501	10	Stockyard	Boulevard	Lidcombe
336	502	10	Stockyard	Boulevard	Lidcombe
337	503	10	Stockyard	Boulevard	Lidcombe
338	504	8	Stockyard	Boulevard	Lidcombe
339	505	8	Stockyard	Boulevard	Lidcombe
340	506	8	Stockyard	Boulevard	Lidcombe
341	507	8	Stockyard	Boulevard	Lidcombe
342	508	8	Stockyard	Boulevard	Lidcombe
343	509	8	Stockyard	Boulevard	Lidcombe
344	601	10	Stockyard	Boulevard	Lidcombe
345	602	10	Stockyard	Boulevard	Lidcombe
346	603	10	Stockyard	Boulevard	Lidcombe
347	604	10	Stockyard	Boulevard	Lidcombe
348	605	8	Stockyard	Boulevard	Lidcombe
349	606	8	Stockyard	Boulevard	Lidcombe
350	607	8	Stockyard	Boulevard	Lidcombe
351	608	8	Stockyard	Boulevard	Lidcombe
352	609	8	Stockyard	Boulevard	Lidcombe
353	610	8	Stockyard	Boulevard	Lidcombe
354	611	8	Stockyard	Boulevard	Lidcombe
355	701	10	Stockyard	Boulevard	Lidcombe
356	702	10	Stockyard	Boulevard	Lidcombe
357	703	10	Stockyard	Boulevard	Lidcombe
358	704	10	Stockyard	Boulevard	Lidcombe
359	705	8	Stockyard	Boulevard	Lidcombe
360	706	8	Stockyard	Boulevard	Lidcombe

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Surveyor's Reference: **SY073885.000.11**

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
361	707	8	Stockyard	Boulevard	Lidcombe
362	708	8	Stockyard	Boulevard	Lidcombe
363	709	8	Stockyard	Boulevard	Lidcombe
364	710	8	Stockyard	Boulevard	Lidcombe
365	711	8	Stockyard	Boulevard	Lidcombe
366	801	10	Stockyard	Boulevard	Lidcombe
367	802	10	Stockyard	Boulevard	Lidcombe
368	803	10	Stockyard	Boulevard	Lidcombe
369	804	10	Stockyard	Boulevard	Lidcombe
370	805	8	Stockyard	Boulevard	Lidcombe
371	806	8	Stockyard	Boulevard	Lidcombe
372	807	8	Stockyard	Boulevard	Lidcombe
373	808	8	Stockyard	Boulevard	Lidcombe
374	809	8	Stockyard	Boulevard	Lidcombe
375	810	8	Stockyard	Boulevard	Lidcombe
376	811	8	Stockyard	Boulevard	Lidcombe
377	901	10	Stockyard	Boulevard	Lidcombe
378	902	10	Stockyard	Boulevard	Lidcombe
379	903	10	Stockyard	Boulevard	Lidcombe
380	904	10	Stockyard	Boulevard	Lidcombe
381	905	8	Stockyard	Boulevard	Lidcombe
382	906	8	Stockyard	Boulevard	Lidcombe
383	907	8	Stockyard	Boulevard	Lidcombe
384	908	8	Stockyard	Boulevard	Lidcombe
385	909	8	Stockyard	Boulevard	Lidcombe
386	910	8	Stockyard	Boulevard	Lidcombe
387	911	8	Stockyard	Boulevard	Lidcombe
388	1001	10	Stockyard	Boulevard	Lidcombe
389	1002	10	Stockyard	Boulevard	Lidcombe
390	1003	10	Stockyard	Boulevard	Lidcombe

Continued/....

Surveyor's Reference: **SY073885.000.11**

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
391	1004	10	Stockyard	Boulevard	Lidcombe
392	1005	8	Stockyard	Boulevard	Lidcombe
393	1006	8	Stockyard	Boulevard	Lidcombe
394	1007	8	Stockyard	Boulevard	Lidcombe
395	1008	8	Stockyard	Boulevard	Lidcombe
396	1009	8	Stockyard	Boulevard	Lidcombe
397	1010	8	Stockyard	Boulevard	Lidcombe
398	1011	8	Stockyard	Boulevard	Lidcombe
399	1101	8	Stockyard	Boulevard	Lidcombe
400	1102	8	Stockyard	Boulevard	Lidcombe
401	1103	8	Stockyard	Boulevard	Lidcombe
402	1104	8	Stockyard	Boulevard	Lidcombe
403	1105	8	Stockyard	Boulevard	Lidcombe
404	1106	8	Stockyard	Boulevard	Lidcombe
405	1201	8	Stockyard	Boulevard	Lidcombe
406	1202	8	Stockyard	Boulevard	Lidcombe
407	1203	8	Stockyard	Boulevard	Lidcombe
408	1204	8	Stockyard	Boulevard	Lidcombe
409	1205	8	Stockyard	Boulevard	Lidcombe
410	1206	8	Stockyard	Boulevard	Lidcombe
411	1301	8	Stockyard	Boulevard	Lidcombe
412	1302	8	Stockyard	Boulevard	Lidcombe
413	1303	8	Stockyard	Boulevard	Lidcombe
414	1304	8	Stockyard	Boulevard	Lidcombe
415	1305	8	Stockyard	Boulevard	Lidcombe
416	1306	8	Stockyard	Boulevard	Lidcombe
417	1401	8	Stockyard	Boulevard	Lidcombe
418	1402	8	Stockyard	Boulevard	Lidcombe
419	1403	8	Stockyard	Boulevard	Lidcombe
420	1404	8	Stockyard	Boulevard	Lidcombe

Continued/....

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 19 of 26 sheets

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
421	1405	8	Stockyard	Boulevard	Lidcombe
422	1406	8	Stockyard	Boulevard	Lidcombe
423	1501	8	Stockyard	Boulevard	Lidcombe
424	1502	8	Stockyard	Boulevard	Lidcombe
425	1503	8	Stockyard	Boulevard	Lidcombe
426	1504	8	Stockyard	Boulevard	Lidcombe
427	G01	6	Shale	Street	Lidcombe
428	G02	6	Shale	Street	Lidcombe
429	G03	6	Shale	Street	Lidcombe
430	G04	6	Shale	Street	Lidcombe
431	G07	8	Shale	Street	Lidcombe
432	G08	8	Shale	Street	Lidcombe
433	G09	8	Shale	Street	Lidcombe
434	G10	8	Shale	Street	Lidcombe
435	G11	8	Shale	Street	Lidcombe
436	G12	8	Shale	Street	Lidcombe
437	G05	6	Shale	Street	Lidcombe
438	G06	6	Shale	Street	Lidcombe
439	101	6	Shale	Street	Lidcombe
440	102	6	Shale	Street	Lidcombe
441	103	6	Shale	Street	Lidcombe
442	106	8	Shale	Street	Lidcombe
443	107	8	Shale	Street	Lidcombe
444	108	8	Shale	Street	Lidcombe
445	109	8	Shale	Street	Lidcombe
446	110	8	Shale	Street	Lidcombe
447	104	6	Shale	Street	Lidcombe
448	105	6	Shale	Street	Lidcombe
449	201	6	Shale	Street	Lidcombe
450	202	6	Shale	Street	Lidcombe

Continued/....

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 20 of 26 sheets

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
451	203	6	Shale	Street	Lidcombe
452	204	6	Shale	Street	Lidcombe
453	207	8	Shale	Street	Lidcombe
454	208	8	Shale	Street	Lidcombe
455	209	8	Shale	Street	Lidcombe
456	210	8	Shale	Street	Lidcombe
457	211	8	Shale	Street	Lidcombe
458	212	8	Shale	Street	Lidcombe
459	205	6	Shale	Street	Lidcombe
460	206	6	Shale	Street	Lidcombe
461	301	6	Shale	Street	Lidcombe
462	302	6	Shale	Street	Lidcombe
463	303	6	Shale	Street	Lidcombe
464	304	6	Shale	Street	Lidcombe
465	307	8	Shale	Street	Lidcombe
466	308	8	Shale	Street	Lidcombe
467	309	8	Shale	Street	Lidcombe
468	310	8	Shale	Street	Lidcombe
469	311	8	Shale	Street	Lidcombe
470	312	8	Shale	Street	Lidcombe
471	305	6	Shale	Street	Lidcombe
472	306	6	Shale	Street	Lidcombe
473	401	6	Shale	Street	Lidcombe
474	402	6	Shale	Street	Lidcombe
475	403	6	Shale	Street	Lidcombe
476	404	6	Shale	Street	Lidcombe
477	407	8	Shale	Street	Lidcombe
478	408	8	Shale	Street	Lidcombe
479	409	8	Shale	Street	Lidcombe
480	410	8	Shale	Street	Lidcombe

Continued/....

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 21 of 26 sheets

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
481	411	8	Shale	Street	Lidcombe
482	412	8	Shale	Street	Lidcombe
483	405	6	Shale	Street	Lidcombe
484	406	6	Shale	Street	Lidcombe
485	501	6	Shale	Street	Lidcombe
486	502	6	Shale	Street	Lidcombe
487	503	6	Shale	Street	Lidcombe
488	506	8	Shale	Street	Lidcombe
489	507	8	Shale	Street	Lidcombe
490	508	8	Shale	Street	Lidcombe
491	509	8	Shale	Street	Lidcombe
492	510	8	Shale	Street	Lidcombe
493	504	6	Shale	Street	Lidcombe
494	505	6	Shale	Street	Lidcombe
495	601	6	Shale	Street	Lidcombe
496	602	6	Shale	Street	Lidcombe
497	603	6	Shale	Street	Lidcombe
498	606	8	Shale	Street	Lidcombe
499	607	8	Shale	Street	Lidcombe
500	608	8	Shale	Street	Lidcombe
501	609	8	Shale	Street	Lidcombe
502	610	8	Shale	Street	Lidcombe
503	604	6	Shale	Street	Lidcombe
504	605	6	Shale	Street	Lidcombe
505	701	6	Shale	Street	Lidcombe
506	702	6	Shale	Street	Lidcombe
507	703	6	Shale	Street	Lidcombe
508	706	8	Shale	Street	Lidcombe
509	707	8	Shale	Street	Lidcombe
510	708	8	Shale	Street	Lidcombe

Continued/....

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 22 of 26 sheets

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
511	709	8	Shale	Street	Lidcombe
512	710	8	Shale	Street	Lidcombe
513	704	6	Shale	Street	Lidcombe
514	705	6	Shale	Street	Lidcombe
515	801	6	Shale	Street	Lidcombe
516	802	6	Shale	Street	Lidcombe
517	803	6	Shale	Street	Lidcombe
518	806	8	Shale	Street	Lidcombe
519	807	8	Shale	Street	Lidcombe
520	808	8	Shale	Street	Lidcombe
521	809	8	Shale	Street	Lidcombe
522	810	8	Shale	Street	Lidcombe
523	804	6	Shale	Street	Lidcombe
524	805	6	Shale	Street	Lidcombe
525	901	6	Shale	Street	Lidcombe
526	902	6	Shale	Street	Lidcombe
527	903	6	Shale	Street	Lidcombe
528	906	8	Shale	Street	Lidcombe
529	907	8	Shale	Street	Lidcombe
530	908	8	Shale	Street	Lidcombe
531	909	8	Shale	Street	Lidcombe
532	904	6	Shale	Street	Lidcombe
533	905	6	Shale	Street	Lidcombe
534	1001	6	Shale	Street	Lidcombe
535	1002	6	Shale	Street	Lidcombe
536	1003	6	Shale	Street	Lidcombe
537	1004	6	Shale	Street	Lidcombe
538	1005	6	Shale	Street	Lidcombe
539	1101	6	Shale	Street	Lidcombe
540	1102	6	Shale	Street	Lidcombe

Continued/....

Surveyor's Reference: **SY073885.000.11**

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Lot No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
541	1103	6	Shale	Street	Lidcombe
542	1104	6	Shale	Street	Lidcombe
543	1105	6	Shale	Street	Lidcombe
544	1201	6	Shale	Street	Lidcombe
545	1202	6	Shale	Street	Lidcombe
546	1203	6	Shale	Street	Lidcombe
547	1204	6	Shale	Street	Lidcombe
548	1205	6	Shale	Street	Lidcombe
549	1301	6	Shale	Street	Lidcombe
550	1302	6	Shale	Street	Lidcombe
551	1303	6	Shale	Street	Lidcombe
552	1304	6	Shale	Street	Lidcombe
553	1305	6	Shale	Street	Lidcombe
554	1401	6	Shale	Street	Lidcombe
555	1402	6	Shale	Street	Lidcombe
556	1403	6	Shale	Street	Lidcombe
557	1404	6	Shale	Street	Lidcombe
558	1405	6	Shale	Street	Lidcombe
559	1501	6	Shale	Street	Lidcombe
560	1502	6	Shale	Street	Lidcombe
561	1503	6	Shale	Street	Lidcombe

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Executed by **JQZ Ten Pty Limited** (ABN 12 913 727 237)
pursuant to Section 127 of the Corporations Act 2001:

.....
Youying Fei, Director

.....
Jian Qiu Zhang, Director/Secretary

Surveyor's Reference: **SY073885.000.11**

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 25 of 26 sheets

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Executed by the Commonwealth Bank of Australia as the mortgagee under AN386793:

Land and Property Information
NEW SOUTH WALES

I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisified, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: K Braley

Name of witness: KATE BRALEY

Address of witness: 201 SUSSEX STREET

SYDNEY, NSW 2000

Signature of attorney:

Attorney's name: BRADLEY MORRIS

Attorney's position: RELATIONSHIP EXECUTIVE

Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124

Power of attorney - Book: 4548 No. 414

Surveyor's Reference: **SY073885.000.11**

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Date:

Executed by PA Enhanced Opportunity III Limited ~~ax~~ **ARBN 615 085 615 as** the mortgagee under AN386794:

Executed by Stuart Peter Dixon-Smith as Attorney for PA Enhanced Opportunity III Limited under Power of Attorney registered Book 4748 No 763 in the presence of:

.....
Signature of Witness

MICHELLE WONG
.....
Print Name of Witness

1 FARRER PLACE, SYDNEY
.....
Address of Witness

.....
Signature of Attorney
By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney

Surveyor's Reference: **SY073885.000.11**

PLAN FORM 2 — Plan Drawing only to appear in this space

DP1030892

Registered: 22.06.2001

CA: ——————

Title System: TORRENS

Purpose: EASEMENT

Ref Map: U 0052-84 #

Last Plan: DP 1018860

PLAN OF
RIGHT OF CARRIAGEWAYS
OVER LOT 6001 IN DP 1018860

Lengths are in metres. Reduction Ratio 1: 1000

LGA: AUBURN
Locality: HOMEBUSH BAY
Parish: CONCORD
County: CUMBERLAND

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

Surveyors (Practice) Regulation 1996

I, PIERRE HARTZENBERG
of HARD & FORESTER Pty Ltd
a surveyor registered under the Surveyor's Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 8/6/00
The survey relates to RIGHT OF CARRIAGEWAYS
(Here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)
Datum Line: X - Y
Zone: Suburban/Country (Signature) P Hartzenberg
Surveyor registered under the Surveyor's Act 1929

Plans used in preparation of survey/compilation
DP 1009020
DP 1004512
DP 1009021
DP 1018860

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 SEC 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE:
1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (EA).
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (EB).

EA RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
EB RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
⊠ DENOTES INVERT OF KERB/MEDIAN.
EASEMENT "EB" EXTENDS FROM INVERT OF KERB TO INVERT OF KERB EXCLUDING THE MEDIAN STRIP.

SCHEDULE OF SHORT & CURVED LINES

N°	BEARING	DIST	ARC	RAD
1	237°49'35"	4.045	6.835	2.035
2	25°23'45"	13.26		
3	114°33'	3.925	6.065	1.965
4	205°28'40"	13.115		
5	342°14'15"	10.255	11.27	7.555
6	207°59'30"	3.165	5.04	1.38
7	86°24'15"	8.995	9.0	88.39
8	264°50'25"	4.87	4.87	99.835

SIGNATURES, AND SEALS ONLY

THE SEAL of the OLYMPIC CO-ORDINATION AUTHORITY was affixed to this document in the presence of ROBERT ADBY the Director-General, whose signature is evidence of the fact of affixing of the Common Seal but not so far as to incur personal liability, in the presence of:

Signature of witness

Print Name of witness

Director-General

THE COMMON SEAL OF THE OLYMPIC CO-ORDINATION AUTHORITY

Crown Lands Office Approval

PLAN APPROVED _____ Authorised Officer

Land District _____

Paper No. _____

Field Book _____ pages _____

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed _____ set out herein

* (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: _____
Date of endorsement: _____
Accreditation no: _____
Subdivision Certificate no: _____
File no: _____

Note.
When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General

* Delete if inapplicable.

SURVEYOR'S REFERENCE: s120209 rev A (20209) "CHECKLIST"

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

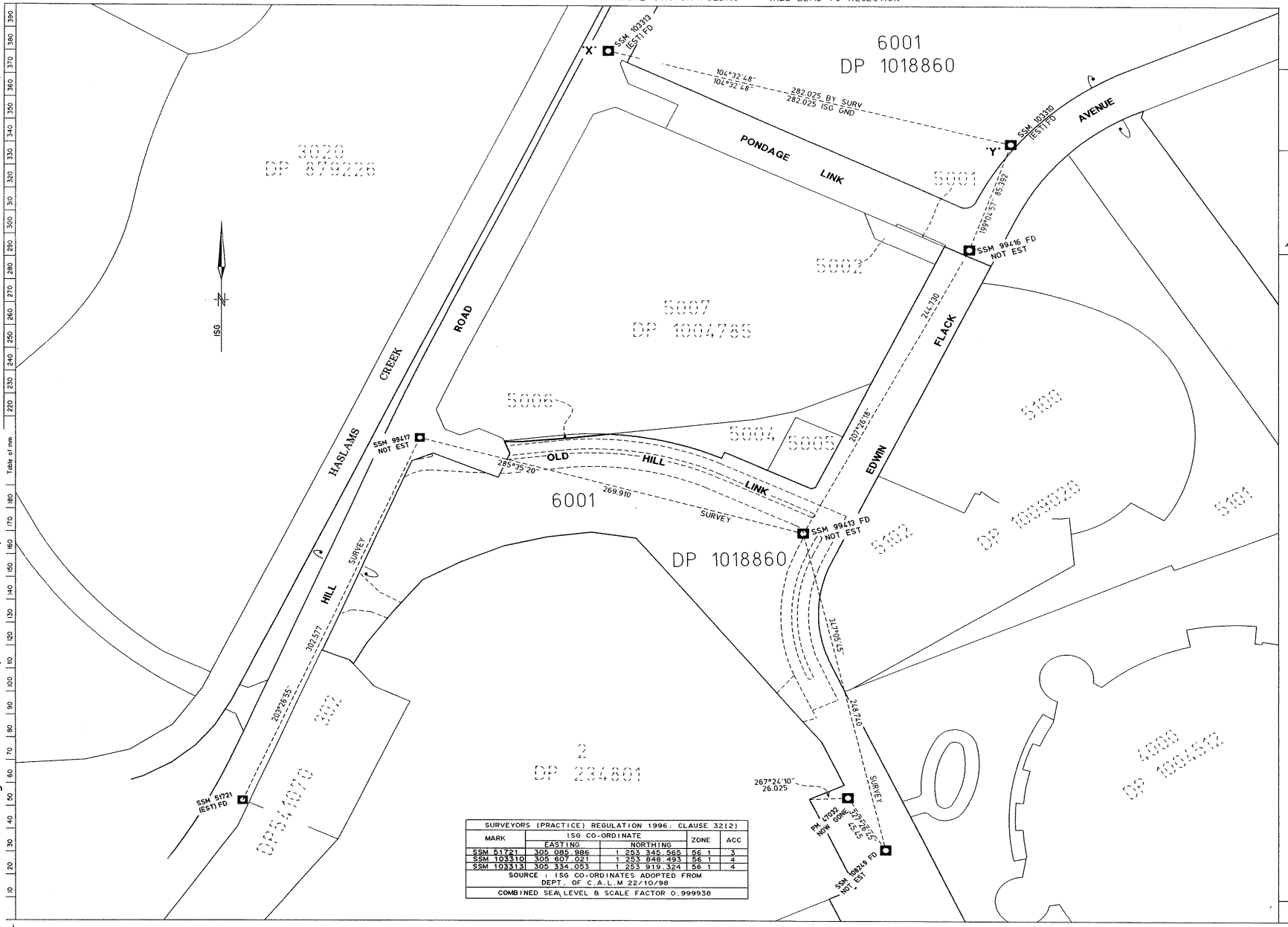
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Req:R723605 /Doc:DP 1030892 P /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SURVEYORS (PRACTICE) REGULATION 1996: CLAUSE 32(2)				
MARK	ISG CO-ORDINATE		ZONE	ACC
	EASTING	NORTHING		
SSM 51721	305 085.986	1 253 345.565	56 1	3
SSM 103310	305 607.021	1 253 848.493	56 1	4
SSM 103313	305 334.053	1 253 919.324	56 1	4
SOURCE : ISG CO-ORDINATES ADOPTED FROM DEPT. OF C.A.L.M 22/10/98				
COMBINED SEA LEVEL & SCALE FACTOR 0.999938				

DP1030892

Registered: 22.06.2001

This is sheet 2 of my plan in 2 sheets dated 8/6/00

P. Hartcher

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by subdivision certificate No. of

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 2000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: s220209 rev A (20209)

Req:R723605 /Doc:DP 1030892 P /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:2 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

Req:R723606 /Doc:DP 1030892 B /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:1 of 7
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

Part 1

1. **IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN** — RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E.A.)

Schedule of Lots etc Affected

Lots Burdened	Lots Benefited
LOT 6001 DP 1018860	LOT 2 DP 234801

2. **IDENTITY OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN** — RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E.B.)

Schedule of Lots etc Affected

Lots Burdened	Lots Benefited
LOT 6001 DP 1018860	LOT 2 DP 234801

Signed for and on behalf of OLYMIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of IBC DUNLOPLEWIS PTY LTD
DIRECTOR
SECRETARY

Req:R723606 /Doc:DP 1030892 B /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:2 of 7
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

PART 2

1. Terms of easement firstly referred to in abovementioned plan.

1. The Owner of the Lot Benefited and every person authorised by the Owner of the Lot Benefited and any person who is entitled to an estate or interest in possession in the Lot Benefited shall have full and free unimpeded right of carriageway to pass by any reasonable means at all times over the Lot Burdened but only within the site of the Easement to get to or from the Lot Benefited.

2. Subject to OCA's obligations as a roads authority under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any Act or regulations that may replace or vary them) and paragraph 4 of these Easement terms, the Owner of the Lot Burdened must ensure that the Owner of the Lot Benefited has unimpeded vehicular access from Edwin Flack Avenue to the driveway on the site of the Easement and from the driveway on the site of the Easement to Edwin Flack Avenue including the ability to turn right into the driveway on the site of the Easement from Edwin Flack Avenue and to turn left from that driveway into Edwin Flack Avenue.

3. The Owner of the Lot Benefited must construct, repair and maintain the site of the Easement from the Lot Benefited over the Lot Burdened to Hill Road and Edwin Flack Avenue. The Owner of the Lot Burdened shall have no obligation or liability for the construction, maintenance or repair of the site of such Easement except to the extent of any damage caused or contributed to by the Owner of the Lot Burdened.

4. The Owner of the Lot Burdened may temporarily restrict access to and along Edwin Flack Avenue and Old Link Road:

   a) where the temporary restriction is reasonably necessary for the Owner of the Lot Burdened to fulfil its obligations under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any Act or regulations that may replace or vary them) (including, without limitation, during the period of any major event such as the Royal ~~Easter~~ EASTER Show or major events held at Stadium Australia); and

   b) where work is reasonably required pursuant to the grant of additional or further easements under paragraph 8.

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of
DIRECTOR
SECRETARY

Req:R723606 /Doc:DP 1030892 B /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:3 of 7
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

5. In carrying out work within the site of the Easement from the Lot Benefited to Hill Road and Edwin Flack Avenue such as constructing, replacing, repairing or maintaining trafficable surfaces, driveways or structures, the Owner of the Lot Benefited must:

   a) first submit full details of the proposed works to and obtain the consent of the Owner of the Lot Burdened and that consent may not be unreasonably withheld or delayed;

   b) ensure that all work is done properly;

   c) cause as little inconvenience as is reasonably practicable and reasonably minimise disturbance to the Owner of the Lot Burdened or any occupier of the Lot Burdened; and

   d) cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it.

6. The Owner of the Lot Benefited when entering upon the Lot Burdened pursuant to the rights granted by the Easement shall do so at its own risk and hereby releases the Owner of the Lot Burdened and its contractors, representatives, officers, employees and assigns from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage or property or death or injury to any person entering upon the Lot Burdened pursuant to the rights granted by the Easement other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers and employees and assigns.

7. The Owner of the Lot Benefited must indemnify and keep indemnified the Owner of the Lot Burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis) charges and expenses (other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees) which are brought, claimed, issued or assessed against the Owner of the Lot Burdened or payable or suffered by the Owner of the Lot Burdened arising out of the Owner of the Lot Benefited (and every person authorised by the Owner of the Lot Benefited and any person entitled to an estate or interest in possession in the Lot Benefited or any person claiming through any of them) exercising any rights granted by the Easement.

Signed for and on behalf of
OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of
DIRECTOR
SECRETARY

Req:R723606 /Doc:DP 1030892 B /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:4 of 7
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

8. The Owner of the Lot Burdened may grant further and additional easements to any person, corporation or Authority over the site of the Easement from time to time except where the proposed easement to be granted would deprive the Owner of the Lot Benefited of any of the rights it enjoys under this Easement.

9. The terms and conditions of the Easement shall constitute and be covenants and agreements by and between each proprietor of the Lot Benefited and each proprietor of the Lot Burdened for themselves and their respective assigns, successors and transferees with the intention that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of the Easement.

10. The consent of the Owner of the Lot Benefited is required to the release, variation or modification of the Easement.

11. The land to which the benefit of the Easement is appurtenant is the Lot Benefited and the land which is subject to the burden of the Easement is the Lot Burdened.

12. Definitions

For the purposes of this Easement, unless the contrary intention appears, the following terms have the indicated meanings:

Authority means a government, semi-government, local government, statutory, public, ministerial, civil or other authority or body.

Easement means the Easement identified in Clause 1 of Part 1.

Owner of the Lot Benefited means any person (including any corporation or an Authority) registered as a proprietor in fee simple of the Lot Benefited from time to time.

Owner of the Lot Burdened means any person (including a corporation or an Authority) registered as proprietor in fee simple of the Lot Burdened from time to time.

Common Seal

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY
THE COMMON SEAL OF THE OLYMPIC CO-ORDINATION AUTHORITY
NSW GOVERNMENT
By
DIRECTOR OF ENGINEERING

Signed for and on behalf of IBC HOMEBUSH PTY LTD

DIRECTOR

SECRETARY

Req:R723606 /Doc:DP 1030892 B /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:5 of 7
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

2. Terms of easement secondly referred to in abovementioned plan

1. The Owner of the Lot Benefited and every person authorised by the Owner of the Lot Benefited and any person who is entitled to an estate or interest in possession in the Lot Benefited shall have full and free unimpeded right of carriageway to pass by any reasonable means at all times over the Lot Burdened but only within the site of the Easement to get to or from the Lot Benefited but not to park or stand vehicles on Edwin Flack Avenue or Old Link Road.

2. Subject to OCA's obligations as a roads authority under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any act or regulations that may replace or vary them) and paragraph 4 of these Easement terms, the Owner of the Lot Burdened must ensure that the Owner of the Lot Benefited has unimpeded vehicular access from Edwin Flack Avenue to the driveway adjoining Edwin Flack Avenue which links the Lot Benefited and Edwin Flack Avenue and from such driveway to Edwin Flack Avenue including the ability to turn right into such driveway from Edwin Flack Avenue and to turn left from such driveway into Edwin Flack Avenue.

3. The Owner of the Lot Burdened must repair and maintain the site of Easement over Edwin Flack Avenue and Old Link Road. The Owner of the Lot Benefited shall have no obligation or liability for the maintenance or repair of the site of such Easement except to the extent of any damage caused or contributed to by the Owner of the Lot Benefited.

4. The Owner of the Lot Burdened may temporarily restrict access to and along Edwin Flack Avenue and Old Link Road:

   a) where the temporary restriction is reasonably necessary for the Owner of the Lot Burdened to fulfil its obligations under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any Act or regulations that may replace or vary them) (including, without limitation, during the period of any major event such as the Royal Easter Show or major events held at Stadium Australia); and

   b) where work is reasonably required pursuant to the grant of additional or further easements under paragraph 8.

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY
COMMON SEAL OF OLYMPIC CO-ORDINATION AUTHORITY NEW GOVERNMENT
DIRECTOR GENERAL

Signed for and on behalf of [illegible]
COMMONWEALTH HOMEBUSH PTY LTD ACN 091 717 [illegible] Common Seal
DIRECTOR
SECRETARY

Req:R723606 /Doc:DP 1030892 B /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:6 of 7
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

5. In carrying out works within the site of the Easement over Edwin Flack Avenue and Old Link Road such as replacing, repairing or maintaining trafficable surfaces, driveways or structures, the Owner of the Lot Burdened must:

   a) provide reasonable prior written notice and details of the proposed works to the Owner of the Lot Benefited;

   b) ensure that all work is done properly;

   c) cause as little inconvenience as is reasonably practicable and reasonably minimise disturbance to the Owner of the Lot Benefited or any occupier of the Lot Benefited; and

   d) cause as little damage as is reasonably practicable to the site of ~~the Easement~~ any easement for which the Owner of the Lot Benefited is responsible for construction, maintenance or repair.

6. The Owner of the Lot Benefited when entering upon the Lot Burdened pursuant to the rights granted by the Easement shall do so at its own risk and hereby releases the Owner of the Lot Burdened and its contractors, representatives, officers, employees and assigns from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage or property or death or injury to any person entering upon the Lot Burdened pursuant to the rights granted by the Easement other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers and employees and assigns.

7. The Owner of the Lot Benefited must indemnify and keep indemnified the Owner of the Lot Burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis) charges and expenses (other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees) which are brought, claimed, issued or assessed against the Owner of the Lot Burdened or payable or suffered by the Owner of the Lot Burdened arising out of the Owner of the Lot Benefited (and every person authorised by the Owner of the Lot Benefited and any person entitled to an estate or interest in possession in the Lot Benefited or any person claiming through any of them) exercising any rights granted by the Easement.

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of [illegible]
DIRECTOR
SECRETARY

Req:R723606 /Doc:DP 1030892 B /Rev:02-Jul-2001 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:52 /Seq:7 of 7
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

Full name and address of the owner of the land

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

8. The Owner of the Lot Burdened may grant further and additional easements to any person, corporation or Authority over the site of the Easement from time to time except where the proposed easement to be granted would deprive the Owner of the Lot Benefited of any of the rights it enjoys under this Easement.

9. The terms and conditions of the Easement shall constitute and be covenants and agreements by and between each proprietor of the Lot Benefited and each proprietor of the Lot Burdened for themselves and their respective assigns, successors and transferees with the intention that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of the Easement.

10. The consent of the Owner of the Lot Benefited is required to the release, variation or modification of the Easement.

11. The land to which the benefit of the Easement is appurtenant is the Lot Benefited and the land which is subject to the burden of the Easement is the Lot Burdened.

12. If any part of Edwin Flack Road or Old Link Road is dedicated as a public road, the easement created under this Easement over such part of Edwin Flack Road or Old Link Road shall lapse.

13. Definitions

For the purposes of this Easement, unless the contrary intention appears, the following terms have the indicated meanings:

Authority means a government, semi-government, local government, statutory, public, ministerial, civil or other authority or body.

Easement means the Easement identified in Clause 2 of Part 1.

Owner of the Lot Benefited means any person (including any corporation or an Authority) registered as a proprietor in fee simple of the Lot Benefited from time to time.

Owner of the Lot Burdened means any person (including a corporation or an Authority) registered as proprietor in fee simple of the Lot Burdened from time to time.

22-06-2001

Signed for and on behalf of
OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of IBC Holdings Pty Ltd
DIRECTOR
SECRETARY

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES, AND SEALS ONLY

Signed by me Terrence C Martin as Delegate of the Sydney Olympic Park Authority and without excepting any personal liability and i hereby declare that I have no notice of the Revocation of such Delegation, in the presence of:

Signature of witness

SOPA by its Delegate

Print Name of Witness

THE SYDNEY OLYMPIC PARK AUTHORITY Common Seal OF NSW GOVERNMENT

Authorised Person, Auburn Council, in the presence of:

Signature of witness

Authorised Person Auburn Council

Print Name of Witness

Department of Land and Water Conservation Approval

.....in approving this plan certify

(Authorised Officer)

t all necessary approvals in regard to the allocation of the land own hereon have been given.

nature:.....

te:.....

Number:.....

ice:.....

Subdivision Certificate

ertify that the provisions of s.109j of the Environmental Planning d Assessment Act 1979 have been satisfied in relation to the posed SUBDIVISION .....set out herein

.....(insert 'subdivision' or 'new road')

.....

* Authorised Person/General Manager/Accredited Certifier

resent Authority : SYDNEY OLYMPIC PARK AUTHORITY

te of endorsement : 19 DECEMBER, 2003

creditation no : N/A

bdivision Certificate no : SUB 2/03

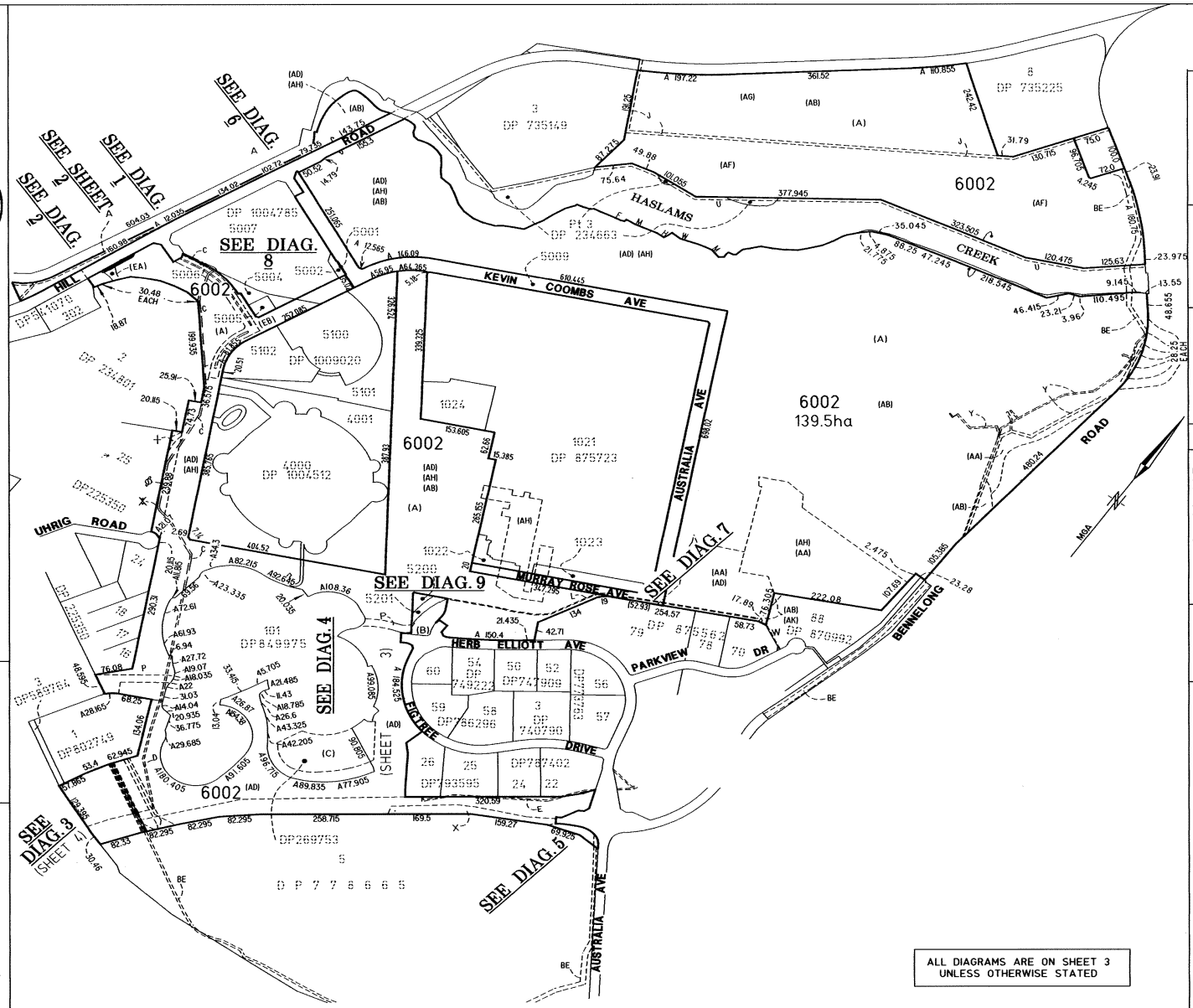
e no : F03/1620

te:

hen the plan is to be lodged electronically in the Land and Property ormation, it should include a signature in an electronic or digital mat approved by the Registrar-General.

elete whichever is inapplicable.

SURVEYOR'S REFERENCE: 1102950003 rev (A)



DP1063407

Registered: 27.01.2004

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0045-22.82.84 SI.33

Last Plan: DP 1018860

PLAN FOR SUBDIVISION OF LOT 6001 D.P. 1018860

Lengths are in metres. Reduction Ratio 1:6000

L.G.A.: AUBURN

Locality: HOMEBUSH BAY

Parish: CONCORD

County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets (Delete if inapplicable).

Surveying Regulation 2001

I, PIERRE HARTZENBERG

of HARD & FORESTER PTY LTD 52 FREDERICK ST ROCKDALE NSW 2216

a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 2 October 2003

The survey relates to ROAD WIDENING

(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

(Signature) P Hartzenberg Dated 3/10/03

Surveyor registered under the Surveying Act 2002

Datum Line: 'X' - 'Y'

Type: Urban/~~Rural~~

Plans used in preparation of survey/~~compilation~~

DP 1030892

DP 1018860

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

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964, IT IS INTENDED TO RELEASE:

1. THAT PART OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH (EA) IN DEPOSITED PLAN 1030892 BEING WITHIN THE LAND TO BE DEDICATED AS PUBLIC ROAD TO AUBURN COUNCIL IN THIS PLAN

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

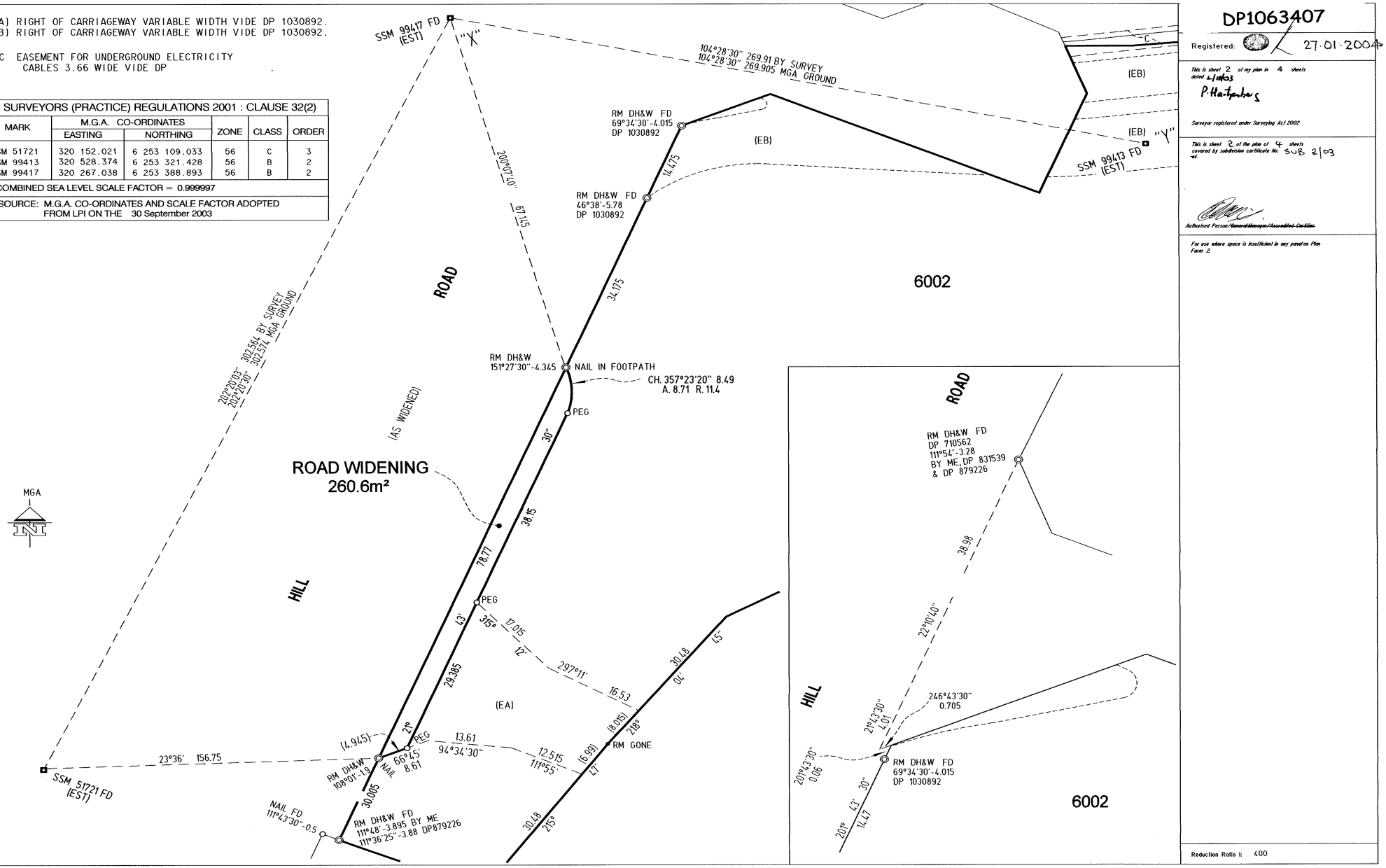
Req:R723610 /Doc:DP 1063407 P /Rev:28-Jan-2004 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:1 of 4
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

(EA) RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.
(EB) RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.

C EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE VIDE DP .

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 32(2)					
MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
SSM 51721	320 152.021	6 253 109.033	56	C	3
SSM 99413	320 528.374	6 253 321.428	56	B	2
SSM 99417	320 267.038	6 253 388.893	56	B	2
COMBINED SEA LEVEL SCALE FACTOR = 0.999997					
SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM LPI ON THE 30 September 2003					



DP1063407

Registered: 27.01.2004

This is sheet 2 of my plan in 4 sheets dated 21/1/03

P. Hartsuiker

Surveyor registered under Surveying Act 2002

This is sheet 2 of the plan of 4 sheets covered by subdivision certificate No. 508 2/03 dated

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 400

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 1102950003 rev (A)

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© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1063407

Registered: 27·01·2004

This is sheet 3 of my plan in 4 sheets dated 2/10/03
P. Hartshorn
Surveyor registered under Surveying Act 2002

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. 3036 2104 of.

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: SEE DIAGRAMS

SURVEYOR'S REFERENCE: 1102950003 rev (A)

Plan Drawing only to appear in this space

DIAGRAM 1
(NOT TO SCALE)

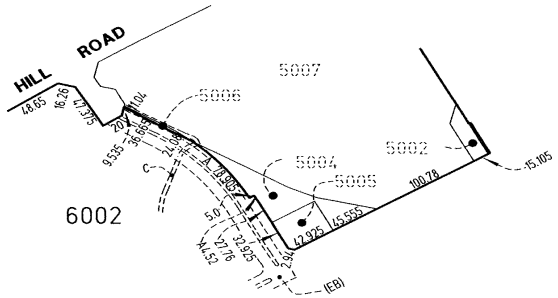
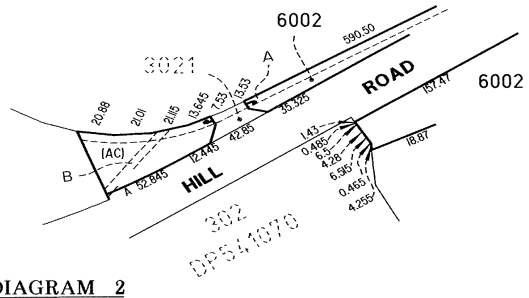


DIAGRAM 2
(NOT TO SCALE)



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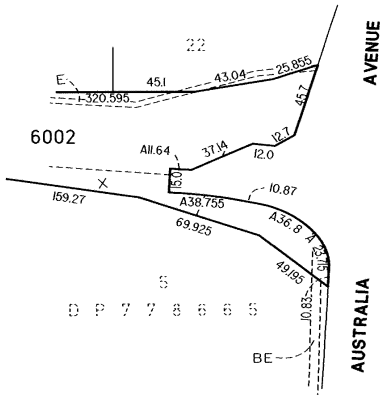

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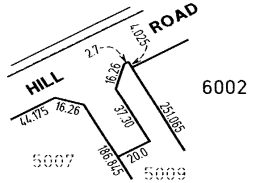

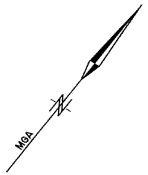

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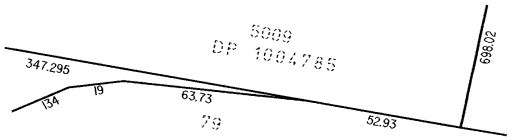

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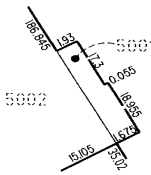

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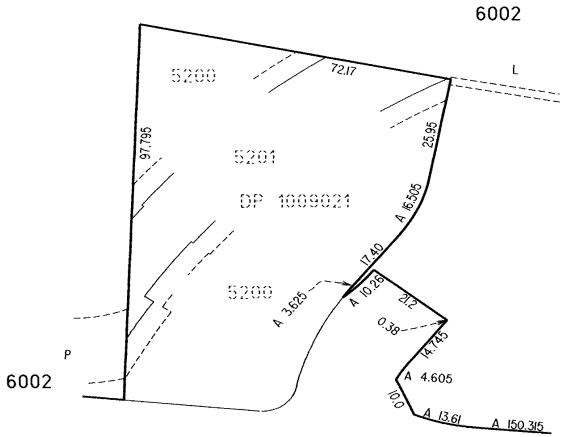
(NOT TO SCALE)



Req:R723610 /Doc:DP 1063407 P /Rev:28-Jan-2004 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:3 of 4
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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

A	EASMENT FOR ACCESS VARIABLE WIDTH VIDE DP 219096 DEALING No J795907.
B	DRAINAGE EASEMENT 4.57 WIDE VIDE DP 219096 DEALING No J795907.
C	EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE VIDE DP 1062946
D	EASEMENT FOR UNDERGROUND CABLES 3.66 WIDE VIDE DP 451576 DEALING Q778767.
E	EASEMENT TO DRAIN WATER 7 & 3 WIDE VIDE DP 774130.
J	EASEMENT FOR WATERMAIN 6.095 WIDE VIDE K654296 (VIDE DP 229640).
L	EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE & 6 WIDE VIDE DP 831539.
P	EASEMENT FOR SERVICES 17 WIDE & VARIABLE VIDE DP 831539.
R	PROPOSED EASEMENT TO DRAIN WATER 10 WIDE VIDE DP 831539.
U	RIGHT OF CARRIAGEWAY 6.1 WIDE VIDE DP 229640.
W	EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE VIDE DP 818981.
X	RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 831539.
Y	RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 109219 DEALING No J886626 & K554665.
(EA)	RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.
(EB)	RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.
BA	EASEMENT FOR WATERMAIN 3.05 WIDE (VIDE L837910, DP 223100).
BB	EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE (L75620, DP 235844).
BD	EASEMENT FOR TRANSMISSION LINES 30.48 WIDE & VARIABLE WIDTH (VIDE R347715, V630902 DP 569529).
BE	EASEMENT FOR UNDERGROUND TRANSMISSION LINE4.5, 5, 7, 7.5, 9, 11, 12 WIDE & VARIABLE WIDTH PROPOSED.

(A)	BENEFITTED BY RIGHT OF CARRIAGEWAY VAR. WIDTH VIDE DP 875723.
(B)	NIL GRANT RESERVATION AND CONDITIONS SEE I/882168.
(C)	RESTRICTION ON THE USE OF LAND (VIDE DP 269753).

(AA)	LAND EXCLUDES MINERALS - S.141 PUBLIC WORKS ACT, 1912.
(AB)	LAND EXCLUDES MINERALS - S.134 PUBLIC WORKS ACT, 1900.
(AC)	LAND EXCLUDES MINERALS - S.141 PUBLIC WORKS ACT, 1912. LAND EXCLUDES MINERALS - S.134 PUBLIC WORKS ACT, 1900.
(AD)	BENEFITTED BY RIGHT OF WAY - L827059.
(AF)	BENEFITTED BY RIGHT OF CARRIAGEWAY - K554665.
(AG)	BENEFITTED BY EASEMENT TO DRAIN WATER - K868355.
(AH)	RESERVATIONS & CONDITIONS IN CROWN GRANT.
(AK)	RESTRICTION(S) ON THE USE OF LAND VIDE DP DP 740790.

†	EASEMENT FOR RAILWAY PURPOSES VARIABLE WIDTH VIDE DEALING M395085.
	RIGHT OF CARRIAGEWAY VIDE DP 225350.
	RIGHT OF CARRIAGEWAY VIDE DP 225350 DEALING K818375. EASEMENT FOR RAILWAY PURPOSES VARIABLE WIDTH VIDE DEALING M395085.
	PIPELINE EASEMENT 3 WIDE, 12 WIDE & VAR VIDE DP 499007 DEALING R297864, R297865, R342216 (SHEET 10).
	PIPELINE EASEMENT 3 WIDE, 12 WIDE & VAR VIDE DP 499008 DEALING No S816045, S816046, S816047 (SHEET 7).
	EASEMENT FOR ELECTRICITY PURPOSES 2.44 WIDE VIDE DP 223082 DEALING No J937238.
	EASEMENT FOR ELECTRICITY MAINS 3.05 WIDE VIDE DP 430149 DEALING No D40474.
	EASEMENT FOR ELECTRICITY PURPOSES 3.05 WIDE VIDE DP 106717 DEALING No D928745.
	EASEMENT FOR GAS 3.05 WIDE DEALING G483307 (PLAN).
	EASEMENT FOR ELECTRICITY PURPOSES 2.44 WIDE VIDE DP 831539.
	EASEMENT FOR ELECTRICITY MAINS 3.05 WIDE VIDE DP 831539.
	EASEMENT FOR ELECTRICITY PURPOSES 3.05 WIDE VIDE DP 831539.
	EASEMENT FOR GAS 3.05 WIDE DEALING DP 831539.

SEE DIAG. 9
SHEET 3

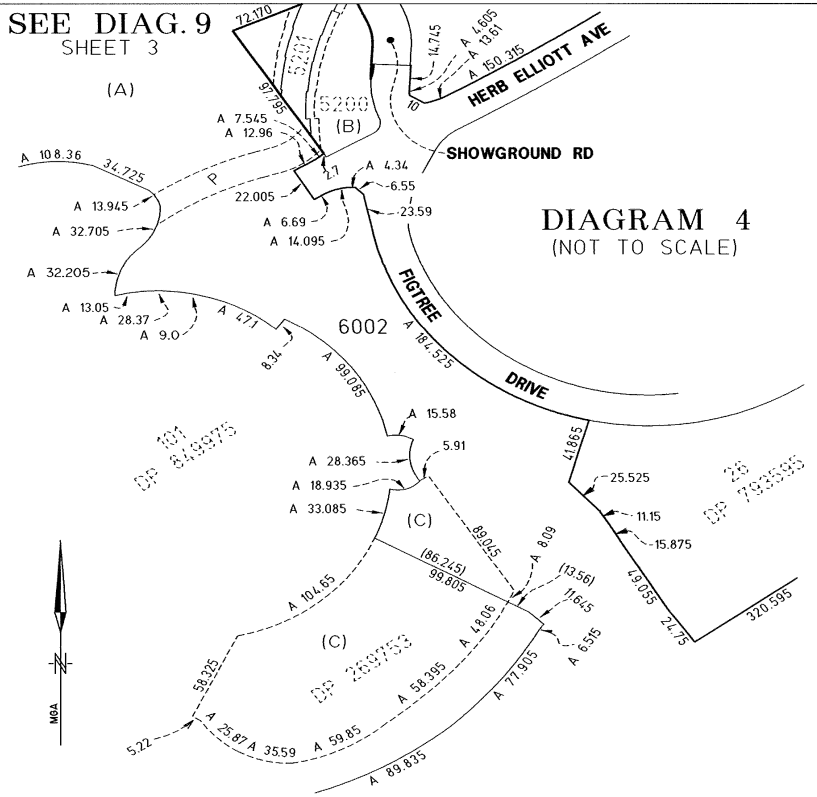

DIAGRAM 4
(NOT TO SCALE)

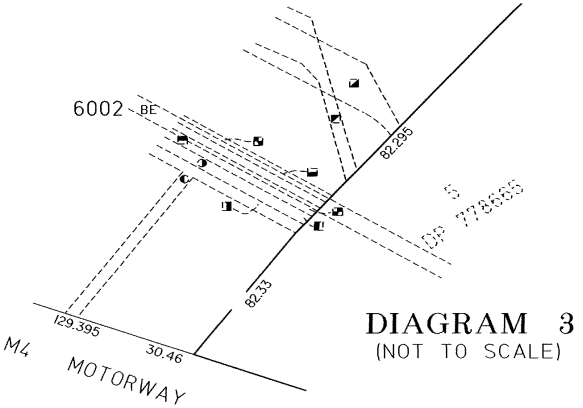

DIAGRAM 3
(NOT TO SCALE)

DP1063407

Registered: 27.01.2004

This is sheet 4 of my plan in 4 sheets dated 2/10/03
P. Hardy
Surveyor registered under Surveying Act 2002

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. SUB 2/04 etc.

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: NOT TO SCALE

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 1102950003 rev (A)

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AD627184N

Form: 13PC
Licence: 01-05-074
Licensee: LEAP Legal Software Pty Limited
Firm name: Makinson & d'Apice

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

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**

Folio Identifiers 25/225350, 26/225350, 27/225350 and 2/234801

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
124E	LLPN: 123820V Legalink Pty Ltd (head Office - Sydne LEVEL 8, 170 PHILLIP STREET SYDNEY NSW 2000 Ph: 02 9230 6900 MAK:121420	PC

(C) **REGISTERED PROPRIETOR**

TRUST COMPANY LIMITED A C N 004 027 749

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
~~Mortgage~~	~~AB20014~~	~~Fidelity Custodian Nominees Pty Limited~~

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
AUBURN COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Registrar and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 6/12/2007

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: SIVA SIVAKUMAR
Address of witness: 1 SUSAN ST AUBURN 2144

Signature of authorised officer:
Name of authorised officer: GLENN FRANCIS
Position of authorised officer: MANAGER DEVELOPMENT ASSESSMENT.

(G) **Execution by the registered proprietor**

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:
Name of witness: MARY ZHAO
Address of witness: Level 3, 35 Clarence Street
Sydney, NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:
Authorised officer's name: JOHN NEWBY
Authority of officer: Attorney
Signing on behalf of: Trust Company Limited
Book 4279 No. 670.

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. SEE ANNEXURE, agrees to be bound by this positive covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee:

AD 269972 – FT 19/11.

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Annexure "A" to Positive Covenant

Parties: Trust Company Limited and Auburn Council

Date: 6 December 2007

1. TERMS OF POSITIVE COVENANT

1.1 The proprietor/s of the property hereby burdened with respect to the detention facility described in Plan Numbers OSD - 302 dated 12.03.07 (Council's File Ref: DA-65/2006) held in the offices of the Council of Auburn, Civic Place, 1 Susan Street, Auburn shall:

(a) Permit stormwater to be temporarily detained in the detention facility.

(b) Keep the detention facility clean and free from silt, rubbish and debris.

(c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.

(d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.

(e) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.

(f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.

(g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.

1.2 In the event of the proprietor/s failing to comply with the terms of any written notice served with respect to the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal cost and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

1.3 The Proprietor/s of the property must send to the Council an annual maintenance inspection summary of the on-site detention with associated certificates within the first month of every calendar year as detailed in the **attached** maintenance schedule.

1.4 In this Covenant "Council" means Auburn Council.

2. LIMITATION OF LANDLORD'S LIABILITY

2.1 The Landlord enters into this Deed as custodian and agent of the Trustee of the Trust and in no other capacity.

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2.2 The parties other than the Landlord acknowledge that the Obligations are incurred by the Landlord solely in its capacity as custodian of the Assets and as agent of the Trustee and that the Landlord will cease to have any Obligation under this Deed if the Landlord ceases for any reason to be owner of the Assets.

2.3 The Landlord will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified by the Trustee or except out of the Assets against which it is entitled to be indemnified in respect of any liability incurred by it. The obligation of the Trustee to indemnify the Landlord and the right of the Landlord to be indemnified out of the Assets are limited.

2.4 The parties other than the Landlord may enforce their rights against the Landlord arising from non-performance of the Obligations only to the extent of the indemnity referred to in clause 2.3.

2.5 If any party other than the Landlord does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(a) bringing proceedings against the Landlord in its personal capacity; or

(b) applying to have the Landlord wound up or proving in the winding up of the Landlord.

2.6 Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the Landlord under its custody agreement with the Trustee, the parties other than the Landlord waive their rights and release the Landlord from any personal liability whatsoever, in respect of any loss or damage:

(a) which they may suffer as a result of any:

(i) breach by the Landlord of any of its Obligations; or

(ii) non-performance by the Landlord of the Obligations; and

(b) which cannot be paid or satisfied from the indemnity set out above in clause 2.6 in respect of any liability incurred by it.

2.7 The parties other than the Landlord acknowledge that the whole of this Deed is subject to this clause and subject to clause 2.6 the Landlord shall in no circumstances be required to satisfy any liability arising under, or for non performance or breach of any Obligations under or in respect of, this Deed or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than to the extent that this Deed requires satisfaction out of the Assets under the Landlord's control and in its possession as and when they are available to the Landlord to be applied in exoneration for such liability.

2.8 The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this Deed. The parties agree that no act or omission of the Landlord (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the Landlord for the purposes of clause 2.6 to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person or fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

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2.9 No attorney, agent or other person appointed in accordance with this Deed has authority to act on behalf of the Landlord in a way which exposes the Landlord to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the Landlord for the purposes of clause 2.6.

2.10 In this and the following clause, the following definitions apply:

Assets includes all assets, property and rights real and personal of any value whatsoever of the Trust.

Obligations means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Registered Proprietor under or in respect of this Positive Covenant.

Trust means Macquarie Industrial Trust.

Trustee means the entity from time to time acting in the Trustee's Capacity which at the date of this Lease is Tallina Pty Limited A C N 090 716 895.

Trustee's Capacity means the capacity in which the Trustee enters into this Positive Covenant being as Trustee of the Trust.

3. LIMITATION OF THE TRUSTEE'S LIABILITY

3.1 Capacity

The Trustee's liability under this Deed is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

3.2 Limitation

Subject to clause 3.4, the liability of the Trustee in respect of any cause of action, claim or loss arising:

(a) under or in connection with this Deed;

(b) in connection with any transaction, conduct or any other agreement contemplated by this Deed; or

(c) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this Deed,

(each, a **Trust Claim**), is limited to the Assets. The right of the parties other than the Trustee to recover any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally.

3.3 Acknowledgment of Limitations

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

(a) subject to clause 3.4, bring proceedings against the Trustee in its personal capacity;

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(b) seek to appoint an administrator or liquidator to the Trustee;

(c) commence the winding-up, dissolution or administration of the Trustee; or

(d) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

3.4 Exception

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(a) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(b) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee may be personally liable.

The authority having the power to release, vary or modify the terms of the Positive Covenant as set out above is Auburn Council.

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

.....
Signature of Witness

MARY ZHAO
.....
Name of Witness

Level 3, 35 Clarence Street
Sydney, NSW 2000
.....
Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the Power of Attorney specified.

.....
Signature of Attorney

JOHN NEWBY
.....
Attorney's Name

Senior Manager
.....
Signing on behalf of
TRUST COMPANY LIMITED

Power of Attorney – Book. 4279 No. 670

GLENN FRANCIS
.....
Authorised Person
Auburn Council

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CONSENT OF MORTGAGEE

The Mortgagee under Mortgage registered number AB20014 agrees to be bound by this Positive Covenant.

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the Power of Attorney specified.

.....
Signature of Attorney

.....
Attorney's Name

.....
Signing on behalf of
FIDELITY CUSTODIAN NOMINEES PTY LIMITED

Power of Attorney – Book. _____ No. _____

CONSENT OF THE LESSEE

The Lessee under Lease registered number 8363015 agrees to be bound by this Positive Covenant.

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

.....
Signature of Witness

MARY ZHAO
.....
Name of Witness

Level 3, 35 Clarence Street
Sydney, NSW 2000
.....
Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the Power of Attorney specified.

.....
Signature of Attorney

JOHN NEWBY
.....
Attorney's Name

Senior Manager
.....
Signing on behalf of
TRUST COMPANY LIMITED

Power of Attorney – Book. 4279 No. 670

MAINTENANCE ACTION	FREQUENCY (SEE NOTE 1)	RESPONSIBILITY (SEE NOTE 2)	PROCEDURE
Discharge Control Pit (DCP)			
Inspect & remove any blockage of orifice	Six monthly	Owner	Remove grate & screen to inspect orifice. See plan for location of DCP
Check attachment of orifice plate to wall of pit (gaps less than 5 mm)	Annually	Maintenance Contractor	Remove grate and screen. Ensure plate mounted securely, tighten fixings if required. Seal gaps as required.
Check orifice diameter correct and retains sharp edge	Five yearly	Maintenance Contractor	Compare diameter to design (see Work- as- Executed) and ensure edge is not pitted or damaged.
Inspect screen and clean	Six monthly	Owner	Remove grate and screen if required to clean it.
Check attachment of screen to wall of pit	Annually	Maintenance Contractor	Remove grate and screen. Ensure screen fixings secure. Repair as required.
Check screen for corrosion	Annually	Maintenance Contractor	Remove grate and examine screen for rust or corrosion, especially at corners or welds.
Inspect flap valve & remove any blockage	Six monthly	Owner	Remove grate. Ensure flap valve moves freely and remove any blockages or debris.
Check attachment of flap valve to wall of pit	Annually	Maintenance Contractor	Remove grate. Ensure fixings of valve are secure.
Check flap valve seals against wall of pit	Annually	Maintenance Contractor	Remove grate. Fill pit with water and check that flap seals against side of pit with minimal leakage.
Check any hinges of flap valve move freely	Six monthly	Maintenance Contractor	Remove grate. Test valve hinge by moving flap to full extent.

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MAINTENANCE ACTION	FREQUENCY (SEE NOTE 1)	RESPONSIBILITY (SEE NOTE 2)	PROCEDURE
Discharge Control Pit (DCP) (Cont'd)			
Inspect overflow weir & remove any blockage	Six monthly	Maintenance Contractor	Remove grate and open cover to ventilate underground storage if present. Ensure weir clear of blockages.
Inspect DCP walls (internal and external, if appropriate) for cracks or spalling	Annually	Maintenance Contractor	Remove grate to inspect internal walls. Repair as required. Clear vegetation from external walls if necessary and repair as required.
Inspect DCP sump & remove any sediment/ sludge	Six monthly	Owner	Remove grate and screen. Remove sediment/ sludge build- up and check orifice and flap valve clear.
Inspect grate for damage or blockage	Six monthly	Owner	Check both sides of grate for corrosion, (especially corners and welds) damage or blockage.
Inspect return pipe from storage & remove any blockage	Six monthly	Owner	Remove grate and screen. Ventilate underground storage if present. Open flap valve and remove any blockages in return line. Check for
Inspect outlet pipe & remove any blockage	Six monthly	Maintenance Contractor	Remove grate and screen. Ventilate underground storage if present. Check orifice and remove any blockages in outlet pipe. Flush outlet pipe to confirm it drains freely. Check for sludge/ debris on upstream side of return line.
Check step irons for corrosion	Annually	Maintenance Contractor	Remove grate. Examine step irons and repair any corrosion or damage.
Check fixing of step irons is secure	Six monthly	Maintenance Contractor	Remove grate and ensure fixings secure prior to placing weight on step iron.

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MAINTENANCE ACTION	FREQUENCY (SEE NOTE 1)	RESPONSIBILITY (SEE NOTE 2)	PROCEDURE
Storage			
Inspect return pit & remove any sediment/ sludge in pit	Six monthly	Owner	Remove grate and screen. Remove sediment/ sludge build- up.
Inspect internal walls of return pit (and external, if appropriate) for cracks or spalling	Annually	Maintenance Contractor	Remove grate to inspect internal walls. Repair as required. Clear vegetation from external walls if necessary and repair as required.
Inspect & remove any debris/ litter/ mulch etc blocking grates of return pit	Six monthly	Owner	Remove blockages from grate and check if pit blocked.
Inspect storage areas & remove debris/ mulch/ litter etc likely to block screens/ grates	Six monthly	Owner	Remove debris and floatable material likely to be carried to grates.
Compare storage volume to volume approved. (Rectify if loss > 5%)	Annually	Maintenance Contractor	Compare actual storage available with Work- as Executed plans. If volume loss is greater than 5%, arrange for reconstruction to replace the volume lost. Council to be notified of the proposal.
Inspect storages for subsidence near pits	Annually	Maintenance Contractor	Check along drainage lines and at pits for subsidence likely to indicate leakages.

NOTES :

1. Most components of the system should be checked for blockages after each significant storm to ensure that they continue to function effectively.

2. The Owner shall ensure that any work carried out on his behalf is effected by someone who is totally conversant with the provisions of the Occupational Health and Safety (Confined Spaces) Regulation 1990.

Req:R723627 /Doc:DL AD627184 /Rev:20-Feb-2008 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:9 of 10
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Req:R723627 /Doc:DL AD627184 /Rev:20-Feb-2008 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:10 of 10
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TEL 02 . 9487 . 5777
FAX 02 . 9487 . 5733
e-mail: michael@michaelfrost.com.au

MICHAEL FROST & ASSOCIATES PTY LTD
ABN 58 003 297 578
PO Box 795
HORNSBY
NSW 1630

Our Ref: 06014 – L013

Feburary 26, 2007.

AUBURN COUNCIL
File No: DA 065/06
08 MAR 2007
REFERRED TO: Siva / Michelle

Principal Certifying Authority
Auburn Council
Civic Place, 1 Susan Street,
Auburn NSW 2144

Dear Sir/Madam

RE: TOLL IN2STORE – MAINTENCE SCHEDULE (OSD)

SUBJECT PREMISES 15 CARTER STREET, HOMEBUSH BAY

DEVELOPMENT APPLICATION DA-65/2006

Please find herewith OSD maintenance schedule for submission as prepared by Michael Frost & Associates to compiy with condition No.40 of the DA.

Full Name of Designer: MICHAEL FROST
Qualifications: HYDRAULIC AND FIRE PROTECTION CONSULTANT
Address of Designer: 1 TALWONG STREET HORNSBY HEIGHTS
Business Telephone No: 9487 5777 **Fax No:** 9487 5733
Name of Employer: Michael Frost & Associates Pty Ltd

Signature:

Yours faithfully
MICHAEL FROST & ASSOCIATES PTY LTD

MICHAEL FROST
DIRECTOR

M · F · A
HYDRAULIC, CIVIL & FIRE PROTECTION CONSULTANTS

Req:R723632 /Doc:DP 1219394 P /Rev:21-Jun-2016 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:1 of 4
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LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

DP1219394

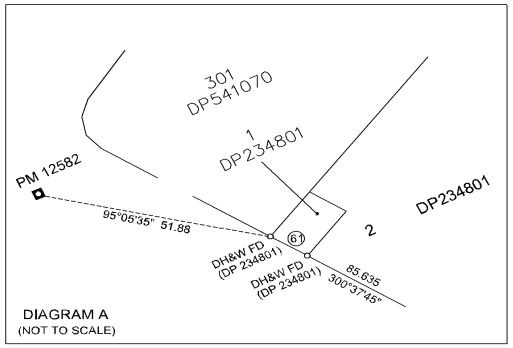

DIAGRAM A
(NOT TO SCALE)

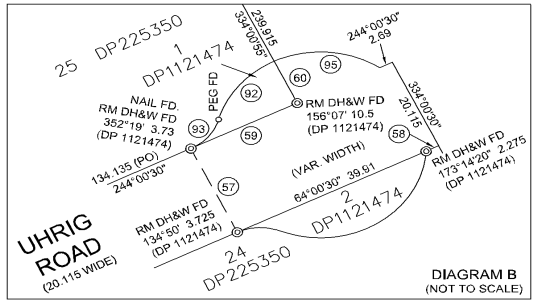

DIAGRAM B
(NOT TO SCALE)

CONNECTION TABLE

SSM125231 - SSM125322	249°57'20" 202.77	(SURVEY)
	249°57'18" 202.765	(MGA GROUND)
SSM125322 - SSM126497	214°09'25" 116.945	(SURVEY)
	214°10'25" 116.927	(MGA GROUND)
SSM126497 - PM12582	299°58'42" 503.155	(SURVEY)
	299°58'42" 503.159	(MGA GROUND)

A1 - RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DP108239)
B1 - EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE & VARIABLE (DP1081239)
C1 - EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE (DP1081239)
D1 - EASEMEMNT TO DRAIN WATER (DP225350)
E1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & VARIABLE (DP1121762)
F1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & VARIABLE (DP1121762)
G1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 6.6 WIDE & VARIABLE (DP1121762)
H1 - RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DP1121762)
J1 - RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DP1121762)
K1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 6.6 WIDE LIMITED IN HEIGHT (DP1121762)

E2 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2, 3.3 & 5.6 WIDE (AE407588)
R2 - RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)

D3 - EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747559)
X3 - EASEMENT FOR DRAINAGE 4.57 WIDE (K208845)
Y3 - EASEMENT FOR SEWERAGE PURPOSES 1.83 WIDE (L336298)

D4 - EASEMENT TO DRAIN WATER (P271204)

EA - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1030892)

L5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH
M5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)

MARKS	MGA - CO-ORDINATES EASTING	MGA - CO-ORDINATES NORTHING	ZONE	CLASS	ORDER	METHOD
PM 12582	320 024.779	6 252 902.526	56	B	2	SCIMS
SSM 125321	320 716.779	6 252 817.351	56	B	2	SCIMS
SSM 126497	320 460.620	6 252 651.114	56	B	2	SCIMS
SSM 125322	320 526.298	6 252 747.852	56	B	2	SCIMS
SSM 108249	320 588.615	6 253 080.106	56	B	2	SCIMS

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS ON THE 27.01.2016
COMBINED SEA LEVEL & SCALE FACTOR = 0.999993

Surveyor: MATTHEW WILLIAM CLEARY Date of Survey: 22/2/2016 Surveyor's Ref: 117424520_00 (27/10/2015)	PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801	LGA: ~~AUBURN~~ CITY OF PARRAMATTA Locality: LIDCOMBE ~~Subdivision No:~~ Lengths are in metres. Reduction Ratio 1:2000	Registered: 20.6.2016	DP1219394

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

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DP1219394

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

DIAGRAM D
(NOT TO SCALE)

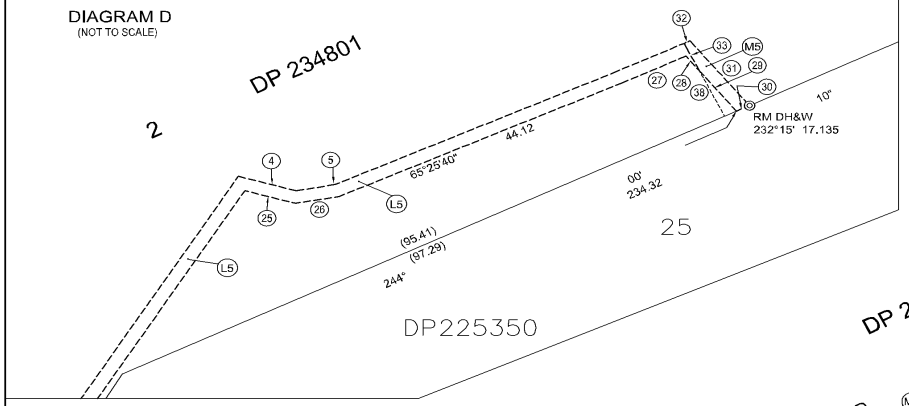
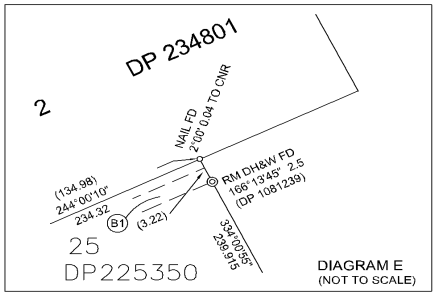
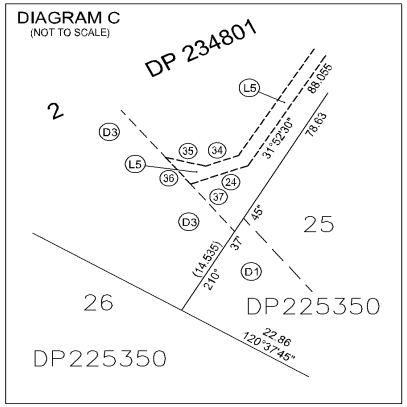


DIAGRAM E
(NOT TO SCALE)



Number	Bearing	Distance
4	90°25'25"	10.635
5	68°11'35"	15.035
24	69°53'50"	8.72
25	105°52'10"	7.525
26	79°44'	6.32
27	64°30'30"	10.25
28	141°04'25"	3.04
29	141°04'25"	8.425
30	64°00'55"	2.05
31	141°04'25"	13.5
32	244°30'30"	0.915
33	333°59'25"	4.955
34	249°53'50"	5.02
35	283°58'25"	5.875
36	140°35'40"	5.605
37	141°00'50"	6.74
38	333°59'15"	8.2
57	154°00'30"	20.115
58	64°00'30"	2.69
59	244°00'30"	22.485
60	154°00'55"	10.055
61	120°37'45"	6.095

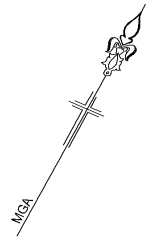
DIAGRAM C
(NOT TO SCALE)



Number	Chord Bearing	Chord Distance	Arc Length	Radius
92	219°55'	16.42	16.915	20.115
93	219°54'50"	8.21	8.455	10.06
95	273°59'50"	20.115	21.065	20.115

B1 - EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE & VARIABLE (DP1081239)
D1 - EASEMEMNT TO DRAIN WATER (DP225350)
D3 - EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747559)

L5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH
M5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: MATTHEW WILLIAM CLEARY Date of Survey: 22/2/2016 Surveyor's Ref: 117424520_00 (27/10/2015)	PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801	CITY OF PARRAMATTA LGA: ~~AUBURN~~ Locality: LIDCOMBE ~~Subdivision No:~~ Lengths are in metres. Reduction Ratio 1:1000	Registered: 20.6.2016	DP1219394

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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 20.6.2016

Title System: TORRENS

Purpose: EASEMENT

Office Use Only

DP1219394 S

PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801

LGA: ~~AUBURN~~ CITY OF PARRAMATTA

Locality: LIDCOMBE

Parish: CONCORD

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: .....

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.

Survey Certificate

I, MATTHEW WILLIAM CLEARY .....

of CARDNO NSW/ACT PTY LTD .....

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 22/1/2015~~

*(b) The part of the land shown in the plan (*being/~~*excluding~~ ^ EASEMENT & CONNECTIONS) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 22/2/2016 and the part not surveyed was compiled in accordance with that Regulation.

~~*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.~~

Signature: ..... Dated: 24/3/2016

Surveyor ID: 60

Datum Line: 'X' - 'Y'

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.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/compilation.

DP225350
DP234801

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 117424520_00 (27/10/2015)

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 20.6.2016

Office Use Only

DP1219394

PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 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.

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

1. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH (L5)
2. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH (M5)

Executed by **Australia YMCI Pty Ltd ACN 607 884 711**

潘锐	徐擎
sign	sign
DIRECTOR	DIRECTOR
office (director or secretary)	office (director or secretary)
RUI PAN	PAN XU
full name	full name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 117424520_00 (27/10/2015)

Req:R723633 /Doc:DP 1219394 B /Rev:21-Jun-2016 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:1 of 5
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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

DP1219394 B

Plan of Easement over Lot 2 in DP234801

Full name and address of the owner of the land: Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt 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 or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 2 wide and variable width (L5)	LOT 2 IN DP234801	Lot 25 in DP225350
2	Easement to drain water 2 wide and variable width (M5)	LOT 2 IN DP234801	Lot 25 in DP225350

Part 2 (Terms)

1 Definitions

In this Instrument, unless the context otherwise requires:

Authorised User means any person authorised by the Grantee and includes:

(a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation; and

(b) the Grantee's tenants, employees, agents, contractors and licensees.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

(a) the site of the Easement identified in the Plan;

(b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

Freehold Act means the *Strata Schemes (Freehold Development) Act* 1973 (NSW) as amended or varied.

Australia YMCI Pty Limited

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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

DP1219394

Plan of Easement over Lot 2 in DP234801

Full name and address of the owner of the land:	Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000

Grantee means:

(a) the registered proprietor of a Lot Benefited; and

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme.

Grantor means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

Instrument means this s88B instrument.

Lot Benefited means a lot benefited by an easement, restriction, or covenant in this document.

Lot Burdened means a lot burdened by an easement, restriction, or covenant in this document..

Management Act means the *Strata Schemes Management Act 1996 (NSW).*

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan to which this Instrument relates.

Strata Plan means a strata plan registered under the Freehold Act.

Strata Scheme means a strata scheme created under the Freehold Act.

2 Construction

2.1 The Easements in this Instrument are covenants and agreements between:

(a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and

(b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it,

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefit and burden of the easement, covenants and restrictions.

Australia YMCI Pty Limited

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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

DP1219394

Plan of Easement over Lot 2 in DP234801

Full name and address of the owner of the land:	Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000

2.2 Each Grantor and Grantee:

(a) is bound by, and must comply with, the terms of the Easement, in this Instrument; and

(b) must use reasonable endeavours to ensure its Authorised Users comply with the terms of the Easement.

2.3 Headings do not affect the interpretation of this document.

2.4 The word "**includes**" in any form is not a word of limitation.

3 Terms of easement to drain water 2 wide and variable width numbered L5 in the Plan

3.1 Full and free right for the Grantee and every person authorised by the Grantee, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities through the Easement Site, together with the right to use, for the purposes of this Easement, any line of pipes already laid within the Easement Site for the purpose of drainage water or any pipe or pipes in replacement or in substitution therefore and together with the right for the Grantee and every person authorised by the Grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Lot Burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to such extent as may be necessary provided that the Grantee and the persons authorised by the Grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Lot Burdened and will restore that surface as nearly as practicable to its original condition, and the Grantee must give the Grantor 14 days notice before exercising any of the rights conferred by this Easement except in the case of emergency maintenance and repairs to the line of pipes and associated structures.

3.2 The Grantor hereby covenants with the Grantee that it will not do permit of suffer any act, deed, matter or thing whereby the said line of pipes shall or shall be likely to become injured or damaged or whereby the Grantee and those authorised by the Grantee shall be prevented from or hampered in constructing, maintaining, repairing or cleansing the said line of pipes or any part thereof nor interfere with the free flow of passage of soil or water through the said line of pipes and will not erect or permit to be erected any structure of any kind or description on the Easement Site without prior consent in writing to the Grantee being first had and obtained.

3.3 The Grantor indemnifies the Grantee from and against all actions claims, demands, losses in respect of or arising from any inadequacy, blockage or surcharging of the pipeline within the Easement Site causing damage thereto and/or adjacent or surrounding properties.

Australia YMCI Pty Limited

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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

DP1219394

Plan of Easement over Lot 2 in DP234801

Full name and address of the owner of the land:	Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000

NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THIS EASEMENT, RESTRICTION OR POSITIVE COVENANT:

Auburn City Council

4 Terms of easement to drain water 2 wide and variable width numbered M5 in the Plan

4.1 Where downpipes and drainage pipes are installed in the Easement Site on the Burdened Lot servicing the Benefited Lot, the Grantee:

(a) may drain water from any gutters or pipes within the Easement Site ; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Burdened Lot, and

(ii) taking anything onto the Burdened Lot;

(iii) using any existing line of pipes; and

(iv) carrying out work such as maintaining, repairing and replacing any of the downpipes, stormwater pipes or equipment.

6.2 In exercising those powers, the Grantee must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Burdened Lot, and

(c) cause as little damage as is practicable to the Burdened Lot and any improvement on it, and

(d) restore the Burdened Lot as nearly as is practicable to its former condition, and

(e) make good any collateral damage; and

(f) comply with statute law pertaining to the use of the Burdened Lot for the permitted purpose under this Easement.

6.3 Subject to the conditions in this Easement, the Grantor must keep the downpipes and drainage pipes in good repair.

6.4 All reasonable costs incurred by the Grantor are to be shared equally between the Grantee and Grantor of the respective downpipes and drainage pipes. These costs are to be payable to the Grantor on demand.

14503058/5

Australia YMCI Pty Limited

Req:R723633 /Doc:DP 1219394 B /Rev:21-Jun-2016 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:5 of 5
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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

DP1219394

Plan of Easement over Lot 2 in DP234801

Full name and address of the owner of the land:	Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000

6.5 If the Grantor does not keep the downpipes and drainage pipes in good repair, the Grantee may enter the Easement Site with all necessary equipment and repair the downpipes and drainage pipes and all reasonable costs incurred by the Grantee are to be shared equally between the Grantor and the Grantee of the respective downpipes and drainage pipes. These costs are to be payable to the Grantee who repaired the Easement on demand.

NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THIS EASEMENT, RESTRICTION OR POSITIVE COVENANT:

Auburn City Council

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **Australia YMCI Pty Limited ACN 607 884 711**

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: 潘锐 Signature of authorised person: 徐骅

Name of authorised person: RUI PAN Name of authorised person: PAN XU

Office held: DIRECTOR Office held: DIRECTOR

REGISTERED 20.6.2016

14503058/5

潘锐 徐骅

Australia YMCI Pty Limited

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8/14

Form: 11R
Edition: 1111
Licence: 04-08-444
Licensee: Corrs Chambers Westgarth

REQUEST

New South Wales
Real Property Act 1900

AK735188B

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** — 11/DP1217641

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
898S	Customer Account Number: 123648F Corrs Chambers Westgarth c/- Infotrack Level 9 8 Chifley 8-12 Chifley Square Sydney NSW 2000 Tel: (02) 9210 6500 Reference (optional): ~~PCM/5111567~~ 29489828	R

AT 9652699 X-Ref

(E) **APPLICANT** — The Trust Company ACN 004 027 749 Limited

(F) **NATURE OF REQUEST** — Registration of Planning Agreement pursuant to s93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST** — The Applicant requests that the Planning Agreement attached as Annexure "A" between the Applicant, Goodman Property Services (Aust) Pty Ltd ACN 088 981 793 and Tallina Pty Ltd ACN 090 716 895 be registered on title

DATE: dd mm yyyy

(H) I certify that I am an eligible witness and that an authorised officer of The Minister for Planning signed this dealing in my presence.

Signature of witness: .....
Name of witness: KIM WHITE
Address of witness: 23-33 BRIDGE ST SYDNEY

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: .....
Authorised officer's name: BRENDAN NELSON
Authority of officer: DEP SEC AS DELEGATE
Signing on behalf of: The Minister for Planning

CAVEATORS CONSENT (1)
LESSEES CONSENT (2)

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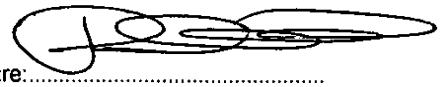
Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.



Signature:.....

Signatory's name: Peter Charles Calov

Signatory's capacity: Solicitor for the applicant

(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 / applicant's solicitor / applicant's agent certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

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The Minister for Planning

Goodman Property Services (Aust) Pty Limited

The Trust Company Limited as custodian for the Carter Street Trust

The Trust Company Limited as custodian for the Hill Road Trust

The Trust Company Limited as custodian for the IBC Trust

Tallina Pty Ltd as trustee for the Carter Street Trust

Tallina Pty Ltd as trustee for the Hill Road Trust

Tallina Pty Ltd as trustee for the IBC Trust

Planning Agreement

Section 93F of the Environmental Planning and Assessment Act, 1979 (NSW)

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Date 18 November 2015

Parties

The Minister for Planning ABN 38 755 709 681 of Level 15, 52 Martin Place, Sydney NSW 2000 (**Minister**)

Goodman Property Services (Aust) Pty Limited ABN 40 088 981 793 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 (**Developer**)

The Trust Company Limited ABN 59 004 027 749 of Level 12, 123 Pitt Street Sydney NSW 2000 as custodian for the Carter Street Trust ABN 12 909 843 665 (**First Landowner**)

The Trust Company Limited ABN 59 004 027 749 of Level 12, 123 Pitt Street Sydney NSW 2000 as custodian for the Hill Road Trust ABN 54 244 152 320 (**Second Landowner**)

The Trust Company Limited ABN 59 004 027 749 of Level 12, 123 Pitt Street Sydney NSW 2000 as custodian for the IBC Trust ABN 30 476 081 229 (**Third Landowner**)

Tallina Pty Ltd ACN 090 716 895 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 as trustee for the Carter Street Trust ABN 12 909 843 665

Tallina Pty Ltd ACN 090 716 895 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 as trustee for the Hill Road Trust ABN ABN 54 244 152 320

Tallina Pty Ltd ACN 090 716 895 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 as trustee for the IBC Trust ABN 30 476 081 229

Background

A The First Landowner owns part of the Land as custodian for the Carter Street Trust.

B The Second Landowner owns part of the Land as custodian for the Hill Road Trust.

C The Third Landowner owns part of the Land as custodian for the IBC Trust.

D The Land is located in the Carter Street Priority Precinct.

E The Developer has requested that the Department progress the Planning Proposal seeking to rezone the Land.

F The Landowners and the Developer have offered to enter into this document to make Development Contributions towards the Public Purpose following the operation of this Agreement.

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Operative provisions

1 Planning agreement under the Act

The Parties agree that this document is a planning agreement governed by subdivision 2 of Division 6 of Part 4 of the Act.

2 Application of this document

This document applies to:

(a) the Land; and

(b) the Development.

3 Operation and commencement of this document

This document will commence from the later of:

(a) commencement of the Proposed SEPP within the meaning of section 34(5) of the Act; and

(b) this document being entered into in accordance with clause 25C(1) of the Regulation.

4 Definitions

In this document the following terms have the following meanings:

Act	The *Environmental Planning and Assessment Act 1979* (NSW).
ALEP	The *Auburn Local Environmental Plan 2010*, as amended from time to time.
Allowable GFA	The maximum GFA permitted to be developed under the ALEP on the relevant land.
Authority	Any federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.
Bank Guarantee	An irrevocable and unconditional undertaking which is substantially in the form of the undertaking attached at **Annexure D** and issued by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time.

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Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Sydney.
Carter Street Priority Precinct	The 52ha precinct in the Auburn local government area that adjoins Sydney Olympic Park, as described in the Planning Proposal and the Planning Report.
Chemical Substance	Without limitation: (a) any chemical substance or mixture, including any pollutant, contaminant, chemical, raw material or intermediate whether solid, liquid, gaseous or otherwise; (b) industrial solid, toxic or hazardous substance, material or waste; (c) petroleum or any fraction thereof; (d) asbestos or asbestos-containing material (including asbestos in structures); (e) persistent organic pollutants and chlorinated hydrocarbons; (f) heavy metals, such as mercury, cadmium and lead; (g) radionuclides; (h) volatile organic compounds; (i) solvents; and (j) pesticides, and includes by-products and derivatives of the above and all substances, materials or wastes that are identified in or regulated under any Environmental Law.
Claim	Any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise, including (without limitation), any claim for compensation arising under or pursuant to the Just Terms Act.
Complying Development Certificate	Has the same meaning as in the Act.
Construction Certificate	Has the same meaning as in the Act.
Contamination	Has the meaning given to that term in the *Contaminated Land Management Act 1997* (NSW).

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	Contaminate and **Contaminated** have corresponding meanings.
Contribution Amount	The amount of the monetary contribution to be paid by the Developer or relevant Landowner as described in **Schedule 3**.
Contribution Area	Contribution Area 1, Contribution Area 2, Contribution Area 3, Contribution Area 4 or Contribution Area 5, as each of those lots is identified in the Plan.
Contribution Areas	Contribution Area 1, Contribution Area 2, Contribution Area 3, Contribution Area 4 and Contribution Area 5, as each of those lots is identified in the Plan.
Contribution Area 1	That part of the Land described at Item 1 of **Schedule 2** and identified as 'Contribution Area 1' on the Plan.
Contribution Area 2	That part of the Land described at Item 2 of **Schedule 2** and identified as 'Contribution Area 2' on the Plan.
Contribution Area 3	That part of the Land described at Item 3 of **Schedule 2** and identified as 'Contribution Area 3' on the Plan.
Contribution Area 4	That part of the Land described at Item 4 of **Schedule 2** and identified as 'Contribution Area 4' on the Plan.
Contribution Area 5	That part of the Land described at Item 5 of **Schedule 2** and identified as 'Contribution Area 5' on the Plan.
CPI	The Sydney Consumer Price Index (All Groups) published by the Australian Bureau of Statistics or, if that index no longer exists, any similar index which the Minister may determine in its sole discretion.
Dealing	Means: (a) in relation to the Education Land, without limitation, selling, transferring, assigning, charging, encumbering or otherwise dealing with the Education Land; and (b) in relation to any part of the Land or any Contribution Area other than the Education Land, selling, transferring or assigning the relevant part of the Land or relevant Contribution Area.
Department	The Department of Planning and Environment, formerly the Department of Planning & Infrastructure, or any other department replacing it from time to time.
Developer-Related Entity	The following parties: (a) Tallina Pty Ltd ABN 68 090 716 895; (b) Goodman Limited ABN 69 000 123 071;

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(c) Goodman Funds Management Limited ABN 067 796 641;

(d) Goodman Funds Management Australia Limited ABN 13 113 249 595; and

(e) any other Related Body Corporate of the Developer.

Development — Subdivision and development of the Land for residential, retail and commercial purposes, and any further subdivision of the Contribution Areas once they are created as separate parcels, but excluding:

(a) the subdivision of the Land for the purpose of creating parcels comprising the whole of each Contribution Area as identified on the Plan and any roads which are required to be created for the purpose of creating each Contribution Area; and

(b) the subdivision of Contribution Area 3 for the purpose of creating a separate title for the Education Land as identified on the Plan; and

(c) Remediation of the Education Land in accordance with the terms of this document.

Development Contribution — To dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of them, to be used for or applied towards a Public Purpose.

Education Land — The minimum 2 hectare parcel of land intended to be used for the purposes of a primary school and for public sports and playing fields, shown as Lots 131 and 132 on the plan prepared by Cardno dated 18 September 2015 (Drawing no. 117424518_01) attached at **Annexure C**.

EnergyAustralia Land — Lot 200 in DP1160458, being part of the Land, which, as at the date of commencement of this document, is owned by EnergyAustralia.

Environment — Has the meaning given to that term in the *Contaminated Land Management Act 1997* (NSW).

Environmental Laws — Any law (including statute, policies and regulations enforceable by statute) concerning the Environment, including, without limitation, laws concerning:

(a) emissions of Chemical Substances into the atmosphere, waters and land;

(b) pollution or Contamination of the atmosphere,

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	waters and land; and (c) production, use, handling, storage, transportation and disposal of: (i) waste; (ii) Hazardous Materials; (iii) dangerous goods; and (iv) Chemical Substances.
Explanatory Note	The Explanatory Note attached at **Schedule 5**.
First Landowner	The Trust Company Limited as custodian for the Carter Street Trust.
GFA	Gross floor area, as that term is defined in the Standard Instrument LEP.
Goodman	Goodman Property Services (Aust) Pty Limited ABN 40 088 981 793, the Developer.
GST	Has the same meaning as in the GST Law.
GST Law	Has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Hazardous Material	Any substance, gas, liquid, chemical, mineral or other physical or biological matter that is: (a) or may become toxic, flammable or inflammable; (b) otherwise dangerous, harmful to the Environment or any life form or which may cause pollution, Contamination or any hazard or increase in toxicity in the Environment or may leak or discharge or otherwise cause damage to any person, property or the Environment; or (c) a material or compound controlled, prohibited or regulated from time to time by any Environmental Law.
Just Terms Act	The *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).
Land	The whole or any part of the land comprising Contribution Area 1, Contribution Area 2, Contribution Area 3, Contribution Area 4 and Contribution Area 5 as described in **Schedule 2**, but excluding the Sydney Water Lot.
Landowner	The First Landowner or the Second Landowner or the Third Landowner as applicable to the relevant part of

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	the Land, as set out in **Schedule 2**. **Landowners** means the First Landowner, the Second Landowner and the Third Landowner.
Loss	Any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which the Minister pays, suffers or incurs or is liable for, including: (a) liabilities on account of Tax; (b) interest and other amounts payable to third parties; and (c) legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts paid in settlement of any claim or action.
LPI	NSW Land and Property Information or any other government agency replacing it.
Novation Deed	The deed attached at **Annexure A**.
Party	A party to this document, including their successors and assigns, but only to the extent that assignment is permitted under **clause 13**.
Permitted Lease	A new lease over any part of the Land which includes a term requiring the lessee to consent to the Registration of this document on the title to the relevant part of the Land subject to the lease.
Plan	The plan of the Land and the Contribution Areas, attached at **Annexure B**.
Planning Agreement	Has the same meaning as in the Act.
Planning Application	A development application in respect of any part of the Land made under Part 4 of the Act.
Planning Approval	The determination by approval of a Planning Application.
Planning Proposal	The Carter Street Lidcombe Urban Activation Precinct Proposal prepared by the Department exhibited in March/April 2014 and dated February 2014 for the rezoning of the Carter Street Priority Precinct by means of the Proposed SEPP and associated development control plan.
Planning Report	The Carter Street Lidcombe Urban Activation Precinct Planning Report prepared by the Department and

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	dated February 2014.
Proposed SEPP	Any State Environmental Planning Policy to amend the ALEP that is made generally in accordance with the Planning Proposal.
Public Purpose	Any purpose that benefits the public or a section of the public, including those specified in section 93F(2) of the Act.
Register	Means the Torrens title register maintained under the *Real Property Act 1900* (NSW). Registration has the corresponding meaning.
Regulation	The *Environmental Planning and Assessment Regulation 2000* (NSW).
Related Body Corporate	Has the meaning given to that term in the *Corporations Act 2001* (Cth).
Remediation	Of Contaminated land includes: (a) the preparation of a long term management plan for the land; (b) investigating, treating, removing, disposing, destroying, reducing, mitigating, dispersing, remediating or containing the Contamination of the land; and/or (c) eliminating or reducing any hazard arising from the Contamination of the land (including by preventing the entry or persons or animals onto the land). **Remediate** has a corresponding meaning.
Satisfactory Arrangements Certificate	A certificate issued by the Secretary confirming that the satisfactory arrangements provisions included in the Proposed SEPP pursuant to section 93D of the Act have been satisfied.
Second Landowner	The Trust Company Limited as custodian for the Hill Road Trust.
Secretary	The Secretary of the Department of Planning and Environment, from time to time
SIC Determination	A determination by the Minister of a Special Infrastructure Contribution for a special contributions area which includes the Land.
Site Audit Statement	A site audit statement prepared by a Site Auditor in accordance with Part 4 of the *Contaminated Land Management Act 1997*.
Site Auditor	A suitably qualified site auditor duly qualified under the

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	Contaminated Land Management Act 1997 (NSW).
Special Infrastructure Contribution	A contribution determined in accordance with section 94EE of the Act which applies to development on any part of the Land.
Standard Instrument LEP	The *Standard Instrument – Principal Local Environmental Plan*.
Subdivision Certificate	Has the same meaning as in the Act.
Sydney Water Lot	Lot 1 in DP 234801.
Tax	A tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.
Third Landowner	The Trust Company Limited as custodian for the IBC Trust.

5 Development Contributions to be made under this document

5.1 Developer and Landowners to provide Development Contributions

The Developer and the Landowners agree to provide to the Minister or the Minister's nominee the Development Contributions in accordance with the provisions of **Schedule 3**.

5.2 Acknowledgement

The Developer and the Landowners acknowledge and agree that:

(a) the Minister must comply with section 93E of the Act, but the Minister:

(i) does not make any representation or warranty that the Development Contributions must be used for a particular purpose; and

(ii) has no obligation to repay the Development Contributions; and

(b) in circumstances where the Development Contributions are transferred to any Authority, the Minister has not made any representation or warranty that the Development Contributions will or must be used for a particular purpose by that Authority.

5.3 Special Infrastructure Contributions

(a) The Minister agrees that the Development Contributions in this document, to be made by the Developer and the Landowners, wholly fulfil each of the Developer's and the Landowners' obligations to make

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contributions towards State infrastructure arising from the Development of the Land.

(b) The Parties further agree that if the Minister makes a SIC Determination after the commencement of this document that applies to the whole or any part of the Land, the Landowners will have no obligation to pay any Special Infrastructure Contributions as a consequence of that SIC Determination, nor will they be entitled to any credits or offsets as a consequence of that SIC Determination.

(c) Nothing about this **clause 5.3** restricts, offsets, gives rise to credits or otherwise reduces any local infrastructure contributions that may be made or be required to be made in conjunction with the Development. However, the Development Contributions under this document may be taken into consideration in determining the local contributions to be made in conjunction with the Development.

6 Interest for late payment

(a) If the Developer and the Landowners fail to pay a Contribution Amount due to the Minister on the due date for payment, the Developer and the Landowners will be jointly liable to pay the Minister interest on the Contribution Amount, in addition to the Contribution Amount, at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.

(b) Interest will be payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

7 Application of sections 94, 94A and 94EF of the Act to the Development

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in **Schedule 1**.

8 Registration

8.1 Registration of this document

(a) The Developer and the Landowners agree that they will procure the Registration of this document on the relevant folios of the Register for the Land that is owned by each Landowner in accordance with section 93H of the Act and the terms of this document.

(b) The Developer and the Landowners will:

(i) at the Developer's and the Landowners' expense; and

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(ii) subject to **clause 8.1(d)** and **clause 8.1(e)**, within 90 Business Days of receiving a copy of this document executed by the Minister,

take all practical steps and otherwise do all things necessary to procure, in relation to the Land, with the exception of the EnergyAustralia Land:

(iii) the consent of each person who:

(A) has an estate or interest in the Land registered on the Register; and

(B) is seized or possessed of an estate or interest in the Land;

(iv) the execution of any documents;

(v) the production of the relevant certificates of title; and

(vi) the lodgement of this document on the relevant folios of the Register relating to the Land.

(c) The Developer and the Landowners must use all reasonable endeavours to procure Registration of this document on the relevant folios of the Register relating to the Land as soon as possible following lodgement.

(d) Where the Developer and the Landowners are unable to procure Registration in relation to any part of the Land within 90 Business Days of receiving a copy of this document executed by the Minister, because a consent required from a third party has not been given, the relevant Party must:

(i) continue to use all reasonable endeavours to procure Registration of this document until it is Registered on all of the relevant folios of the Register relating to the Land;

(ii) in the event that the document has not been lodged over a particular Lot comprising part of the Land pending expiration of termination of a lease, lodge the document for Registration over any such Lot within 5 Business Days of the expiration or termination of that lease over that Lot; and

(iii) provide a written report to the Minister:

(A) on the date that is 90 Business Days after the Developer and the Landowners receive a copy of this document executed by the Minister; and

(B) thereafter monthly, on the first day of each month,

as to the steps which have been taken by the Developer and the Landowners to secure any required consents and to procure Registration of this document on title in respect of that Land.

(e) With respect to the EnergyAustralia Land, the First Landowner will, at the Developer or the First Landowner's expense, promptly take all practical steps and otherwise do all things necessary to procure the matters in **clauses 8.1(b)(iii)** to **(vi)** within 10 Business Days of the completion of

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the purchase of the EnergyAustralia Land by the First Landowner or any Developer-Related Entity.

(f) The Developer and the Landowners agree that they will not enter into any new lease over any part of the Land unless that lease is a Permitted Lease. This clause does not prevent the Developer and the Landowners from entering into variations of lease (including by way of exercise of option) or transfers of lease, over any part of the Land, provided that any variation of lease for any part of the Land on which this document is not registered does not extend the term of that lease (including any options) beyond its existing term, other than where either:

(i) the variation includes the clause contained in Permitted Leases; or

(ii) where the relevant land parcel is the subject of other leases, the variation would not extend the term of the lease in question beyond the term of the lease (including any options) with the longest lease period for that parcel of land.

(g) Where there is a failure to Register this document on the title to any part of the Land within 90 Business Days of receiving a copy of this document executed by the Minister:

(i) the Developer and Landowners must comply with the obligation under **clause 8.1(d)** to continue to use all reasonable endeavours to procure Registration of the document on that part(s) of the Land as soon as possible;

(ii) the Minister may require provision of a Bank Guarantee or Bank Guarantees of up to $1 million per Lot comprising the Land; and

(iii) the Developer must provide that Bank Guarantee or the Bank Guarantees to the Minister within 5 Business Days of any such request.

The Minister will return any Bank Guarantee or Bank Guarantees provided under this clause on confirmation of the Registration of this document on the title to the relevant part of the Land and **clause 1** of **Schedule 4** will apply to any Bank Guarantee provided under this clause.

8.2 Evidence of Registration

In respect of each part of the Land, the Developer and the Landowners must provide the Minister with a copy of the relevant folios of the Register and a copy of the Registered dealing within 10 Business Days of Registration of this document.

8.3 Right to lodge caveat

(a) Subject to **clause 8.3(b)**, until such time as this document is registered on the title of the Land, the Developer and the Landowners acknowledge that:

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(i) this document confers on the Minister, on and from the date of execution by the Parties, an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land; and

(ii) upon execution of this document, the Minister will lodge a caveat on the title to the Land, substantially in the form of the caveat attached at **Annexure E**.

(b) If the Minister lodges a caveat in accordance with **clause 8.3(a)**, then the Minister:

(i) must do all things reasonably necessary to:

(A) ensure that the caveat does not prevent or delay the Registration of this document over any part of the Land;

(B) withdraw the caveat from the title to the relevant part of the Land promptly and within 5 Business Days of being provided with evidence of Registration of this document over that part of the Land in accordance with **clause 8.1** and **clause 8.2**; and

(ii) must, without delay after being requested to do so, provide such consent or other documentation (such as a withdrawal of caveat) required to permit the Registration of:

(A) any easements to burden or benefit the Land;

(B) any variations of lease (including by way of exercise of option) subject to compliance with **clause 8.1(f)**, or transfers of lease, over any part of the Land;

(C) any Permitted Lease;

(D) the subdivision of the Land for the purpose of creating parcels comprising the whole of each Contribution Area as identified on the Plan and any roads which are required to be created for the purpose of creating each Contribution Area; and

(E) the subdivision of Contribution Area 3 for the purpose of creating a separate title for the Education Land as identified on the Plan,

(iii) may, after being requested to do so, provide such consent or other documentation (such as a withdrawal of caveat) required to permit the Registration of any instrument recording Dealings in respect of any part of the Land. The Minister may reasonably refuse to provide such consent or other documentation to permit the Registration of any instrument recording Dealing until such time as either:

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(A) this document is Registered on the title to the relevant part of the Land, in which case the Minister will be required to withdraw the caveat under **clause 8.3(b)(i)(B)**; or

(B) all the Development Contributions have been provided in accordance with this document in respect of the relevant part of the Land.

(c) The Developer and the Landowners must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under **clause 8.3(a)** to lodge a caveat(s) and withdraw caveat(s) and any associated costs.

8.4 Release and discharge of document

The Minister agrees to do all things reasonably required by the Developer and the Landowners to, following a request by the Developer or a relevant Landowner:

(a) release and discharge this document with respect to the Land or any Contribution Area forming the subject of the request; and

(b) execute the relevant documents to enable the relevant Landowner or Landowners to remove the notation of this document from the relevant folios of the Register in respect of the Land or relevant Contribution Area forming the subject of the request,

upon the Minister being satisfied that:

(c) the Developer and the relevant Landowner or Landowners have satisfied all of their obligations under this document in respect of the Land or relevant Contribution Area forming the subject of the request;

(d) the Developer and the relevant Landowner or Landowners are not otherwise in default of their obligations under this document in respect of any part of the relevant Contribution Area forming the subject of the request; and

(e) if a request is made in respect of a Contribution Area that is owned by a Party that is a Landowner as at the date of execution of this document, the Developer and the relevant Landowner or Landowners are not in default of their obligations under this document in respect of the Education Land.

8.5 Landowner's interest in Land

Each Landowner represents and warrants separately that the relevant Landowner is:

(a) the owner of the Land shown in **Schedule 2** other than the EnergyAustralia Land; and

(b) legally entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by **clause 8.1(b)(iii)** to assist, cooperate and otherwise do all things necessary for each Landowner to comply with its obligations under **clause 8**.

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9 Dispute Resolution

9.1 Reference to dispute

If a dispute arises between the Parties in relation to this document, then either Party must resolve that dispute in accordance with this clause.

9.2 Notice of dispute

The Party wishing to commence the dispute resolution processes must notify the other in writing of:

(a) the intent to invoke this clause;

(b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and

(c) the outcomes which the notifying Party wishes to achieve (if practicable).

9.3 Representatives of Parties to meet

On receipt of notice under **clause 9.2**, the Parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

9.4 Mediation

If the Parties do not agree within 20 Business Days of receipt of the notice under **clause 9.2** (or any further period agreed in writing by them) as to:

(a) the dispute resolution techniques and procedures to be adopted;

(b) the timetable for all steps in those procedures; or

(c) the selection and compensation of the independent person required for such technique,

the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The Parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

9.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under **clause 9.2** then any Party which has complied with the provisions of this **clause 9** may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

9.6 Not use information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 9** is to attempt to settle the dispute. No Party may use information or documents obtained through any dispute resolution process undertaken under this **clause 9** for any purpose other than in an attempt to settle the dispute.

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9.7 No prejudice

This **clause 9** does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this document.

10 Enforcement

10.1 Developer and Landowners to provide security

The following constitutes the security for the purposes of this document:

(a) the registration of this document on the title to the Lots comprising the Land and the other security arrangements in **clause 8**;

(b) **clauses 3.2(c)**, **3.3** and **3.4** of **Schedule 3**; and

(c) the security set out in **Schedule 4**.

10.2 Enforcement by any Party

(a) Without limiting any other remedies available to the Parties, this document may be enforced by any Party in any court of competent jurisdiction. Nothing in this document prevents:

(i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this document or any matter to which this document relates; and

(ii) the Minister from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this document or any matter to which this document relates.

(b) The Developer and the Landowners indemnify the Minister from any Loss suffered or incurred in exercising the Minister's enforcement rights under **clause 10.2(a)**, other than Loss that is suffered or incurred:

(i) as a result of the Minister bringing proceedings against another Party or Parties in a court of competent jurisdiction to enforce any aspect of this document or any matter to which this document relates; and

(ii) in circumstances where, and to the extent that, the court makes orders for the Minister to pay the other Party's or Parties' costs of those proceedings.

11 Notices

11.1 Delivery

Any notice, consent, information, application or request that must or may be given or made to a Party under this document is only given or made if it is in writing and:

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(a) delivered or posted to that Party at its address set out below;

(b) faxed to that Party at its fax number set out below; or

(c) emailed to that Party at its email address set out below.

The Minister for Planning

Attention:	The Secretary
Address:	Department of Planning and Environment 23-33 Bridge Street Sydney NSW 2000
Fax Number:	02 9228 6455
Email:	information@planning.nsw.gov.au

Goodman Property Services (Aust) Pty Limited

Attention:	Jason Little, General Manager
Address:	Level 17, 60 Castlereagh Street Sydney NSW 2000
Fax Number:	02 9230 7444
Email:	Jason.Little@goodman.com

The Trust Company Limited

Attention:	Jason Little, General Manager
Address:	C/- Goodman Property Services (Aust) Pty Limited Level 17, 60 Castlereagh Street Sydney NSW 2000
Fax Number:	02 9230 7444
Email:	Jason.Little@goodman.com

Tallina Pty Ltd

Attention:	Jason Little, General Manager
Address:	C/- Goodman Property Services (Aust) Pty Limited Level 17, 60 Castlereagh Street Sydney NSW 2000
Fax Number:	02 9230 7444
Email:	Jason.Little@goodman.com

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11.2 Change of details

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

11.3 Giving of notice

Any notice, consent, information, application or request is to be treated as given or made at the following time:

(a) If it is delivered, when it is left at the relevant address.

(b) If it is sent by post, two Business Days after it is posted.

(c) If it is sent by fax, as soon as the sender receives from the senders fax machine a report of an error free transmission to the correct fax number.

(d) If it is emailed, at the time the email was sent, provided the email was received by the recipient.

11.4 Delivery outside of business hours

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a Business Day, after 5.00 pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

12 Approvals and consent

Except as otherwise set out in this document, and subject to any statutory obligations, the Minister may give or withhold an approval or consent to be given under this document in the Minister's absolute discretion and subject to any conditions determined by the Minister. The Minister is not obliged to give reasons for giving or withholding consent or for giving consent subject to conditions.

13 Assignment and dealings

13.1 Restriction on assignment and novation

(a) Neither the Developer nor the Landowners may:

(i) assign the rights or benefits; or

(ii) novate the burdens or obligations,

of this document to any person, unless the requirements of **clause 13.1(b)** are met.

(b) The parties to any assignment or novation of any rights, benefits, burdens or obligations under this document must enter into a document

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with the Minister substantially in the form of the Novation Deed. As a condition of entering into such a Novation Deed the Minister may require:

(i) the provision of additional security required in addition to that identified in **clause 10,** provided that such additional security amount is no more than 10% of the Contribution Amount payable for the relevant Contribution Area and which amount is capped at $1 million per Contribution Area; and

(ii) an indemnity in favour of the Minister in respect of any breach of this document by the Developer or relevant Landowner.

(c) The Minister may assign the rights and benefits of this document in the Minister's absolute discretion, without the need for consent from the Developer or the relevant Landowner.

(d) For the avoidance of doubt and subject to this **clause 13.1**, a Landowner and the Developer may assign their respective rights and benefits and novate their respective burdens and obligations under this document as they relate to a Contribution Area. In such a case and subject to the terms of the Novation Deed, those rights, benefits, burdens and obligations will be severed as they relate to that Contribution Area. The rights, benefits, burdens and obligations of that Landowner and the Developer relating to the balance of the Land will not be affected.

13.2 Restriction on Dealings

(a) This **clause 13.2** applies to any part of the Land where there has not been a release and discharge of this document under **clause 8.4**.

(b) Neither the Developer nor the Landowners may complete any Dealing with any third party (**Transferee**) relating to their interests in the Land or any Contribution Area unless the Developer and Landowners have complied with:

(i) in relation to Contributions Areas 1, 2, 4 and 5, **clauses 13.2(c)** to **(h)** (as may be modified by **clause 13.2(i)** insofar as they relate to any Dealing in respect of Contribution Area 1); and

(ii) in relation to Contribution Area 3, **clause 13.2(j)**.

(c) Within 30 days of entering into any such Dealing, the Developer or relevant Landowner must give written notice to the Minister of:

(i) the existence of the Dealing;

(ii) the identity of the Transferee, and

(iii) the anticipated date of completion of the Dealing.

(d) At least 50 days prior to the date proposed for completion of the Dealing, the Developer and the relevant Landowner must give to the Minister:

(i) written notice of their intention to complete the Dealing and of the proposed completion date (**Completion Date**);

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(ii) written notice of the identity of the Transferee (and whether that has changed from the Transferee identified in the notice given under **clause 13.2(c)**); and

(iii) the completed novation deed substantially in the form of the Novation Deed which the parties to the Dealing intend to execute under which the Transferee agrees to comply with those obligations of the Developer or relevant Landowner (as applicable) under this document which relate to the relevant part of the Land the subject of the Dealing (**Required Obligations**) as if the Transferee were the Developer or relevant Landowner (as applicable) (**Prepared Novation Deed**).

(e) At least 30 days prior to the Completion Date, the Minister must give to the Developer or relevant Landowner (as applicable) written notice of whether the Minister requires:

(i) any amendments to be made to the Prepared Novation Deed, provided that any such amendments must remain substantially in the form of the Novation Deed; and

(ii) as a condition of entering into such a Novation Deed, the provision of additional security required in addition to that identified in **clauses 10** and **13**, provided that such additional security amount is no more than 10% of the Contribution Amount payable for the relevant Contribution Area and which amount is capped at $1 million per Contribution Area.

(f) At least 20 days prior to the Completion Date, the Developer or relevant Land owner (as applicable) must give to the Minister the final form of the Prepared Novation Deed, incorporating the Minister's requested amendments under **clause 13.2(e)**, for the Minister's final review and approval, to which the Minister must respond within 7 days.

(g) At least 5 Business Days prior to the Completion Date, the Developer or Landowner (as applicable) must deliver to the Minister the Novation Deed (incorporating any amendments required by the Minister under **clause 13.2(e)**) duly executed by the Developer, relevant Landowner, relevant Trustee and the Transferee.

(h) Prior to the Completion Date:

(i) any default by the Developer or the relevant Landowner (as applicable) in relation to the relevant Contribution Area the subject of the proposed Dealing must be remedied by the Developer or the relevant Landowner (as applicable) unless that default has been waived expressly by the Minister; and

(ii) the Developer or the relevant Landowner (as applicable) and the Transferee must pay all costs reasonably incurred by the Minister in relation to that Dealing, including, without limitation, legal and administrative costs.

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(i) In the case of any Dealing in respect of Contribution Area 1, the application of this **clause 13.2** is modified such that, in **clause 13.2(d)**, the time specified in that clause shall be 14 days prior to the date for completion of the Dealing.

(j) In relation to Contribution Area 3:

(i) until such time as Contribution Area 3 is subdivided to create a separate title for the Education Land, prior to entering into any Dealing with any Transferee relating to their interests in the Land relating to Contribution Area 3, the Developer, the relevant Landowner and the Transferee must enter into a Novation Deed in the form of **Annexure A** on terms acceptable to the Minister; and

(ii) at any time after a separate title has been created for the Education Land, the Developer, the relevant Landowner and the Transferee must comply with:

(A) **clause 13.2(j)(i)** in relation to any Dealing relating to their interests in the Education Land; and

(B) **clause 13.2(c)** to **clause 13.2(h)** in relation to any Dealing with any Transferee relating to their interests in the Land comprising the remainder of Contribution Area 3.

(k) No later than one Business Day prior to the Completion Date, the Developer and relevant Landowner must provide to the Minister a Bank Guarantee for any additional security required by the Minister as specified in **clause 13.2(e)**.

(l) As soon as reasonably practicable after receiving the executed Novation Deed and any Bank Guarantee referred to in **clause 13.2(e)** or any executed Novation Deed pursuant to **clause 13.2(j)**, the Minister must:

(i) execute the Novation Deed and deliver counterparts to the Developer or Landowner (as applicable);

(ii) return to the Developer and relevant Landowner their Bank Guarantee or Bank Guarantees referred to in **clause 1.2(a) of Schedule 4** in relation to each Contribution Area which is the subject of the Dealing; and

(iii) if requested by the Developer and relevant Landowner:

(A) accept in exchange for the Bank Guarantee referred to in **clause 13.2(e)** a substitute Bank Guarantee provided by the Transferee for the same amount; and

(B) return the Bank Guarantee referred to in **clause 13.2(e)** to the Developer and relevant Landowner.

(m) If the Developer or a Landowner enters into any Dealing and fully satisfies the requirements of **clause 13.2(b)** to **clause 13.2(j)**, as relevant with respect to that Dealing, the Developer or the relevant Landowner (as applicable) will be released from its obligations under this

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document with respect to the Required Obligations as they relate to the Land the subject of that Dealing.

(n) For the avoidance of doubt and subject to this **clause 13.2**, the Developer or a Landowner may novate its obligations under this document as they relate to a Contribution Area. In such a case and subject to the terms of the Novation Deed, those obligations will be severed as they relate to that Contribution Area. The obligations of the Developer or a Landowner relating to the balance of the Land will not be affected.

14 Capacity

(a) Each Party warrants to each other Party that this document creates legal, valid and binding obligations, enforceable against the relevant Party in accordance with its terms.

(b) If an attorney executes this document on behalf of any Party, the attorney declares that it has no notice of the revocation of that power of attorney.

15 Reporting requirement

(a) The relevant Landowner must provide at least 20 Business Days notice to the Minister of any application made by the Landowner or any other third party (including the Developer) in relation to the Land for Planning Approval, a Complying Development Certificate, a Construction Certificate or a Subdivision Certificate which triggers any obligation under this document.

(b) If any part of the Development is to be carried out without the need for Planning Approval and which triggers any obligation under this document, then the relevant Landowner must provide at least 20 Business Days notice to the Minister of the date of the proposed commencement of the relevant part of the Development.

(c) On each anniversary of the date of this document or as otherwise agreed with the Secretary, the Landowners must deliver to the Secretary a report which must include those matters set out in **clause 15(d)** and **clause 15(e)**, as applicable.

(d) If neither the Developer nor the relevant Landowner has provided a Contribution Amount in the 12 month period immediately preceding the relevant anniversary of this document, the report must include:

(i) a description of the status of the Development;

(ii) a forecast in relation to the anticipated progression and completion of the Development; and

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(iii) an estimated date for when the Developer, the relevant Landowner or any other third party (as applicable) expects to lodge the first Planning Application and any application for a Complying Development Certificate, Construction Certificate or Subdivision Certificate for the relevant part of the Land.

(e) If the Developer and the Landowners have provided one or more Contribution Amounts under this document, the report must include:

(i) details of all Planning Approvals, Complying Development Certificates, Construction Certificates and Subdivision Certificates granted in relation to the Development;

(ii) a schedule that details all Contribution Amounts provided under this document as at the date of the report; and

(iii) an estimated date for when the Developer, the relevant Landowner or any other third party (as applicable) expects to lodge the next Planning Application and application for any Complying Development Certificate, Construction Certificate or Subdivision Certificate for the relevant part of the Land.

(f) Upon the Secretary's request, the Developer and the relevant Landowner must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary for the Secretary to assess the status of the Development.

16 Limitation of liability for the Carter Street Trust

The provisions of this **clause 16** apply despite anything to the contrary in this document.

16.1 Definitions

In this **clause 16**:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.

(b) **Constitution** means the constitution of the Trust as amended from time to time.

(c) **Custody Agreement** means the Carter Street Custody Agreement dated 11 February 2002.

(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the First Landowner under or in respect of this document.

(e) **Tallina** means Tallina Pty Ltd ACN 090 716 895.

(f) **Trust** means the Carter Street Trust ABN 12 909 843 665.

(g) **Trustee** means the entity from time to time acting in the Trustee's Capacity, which on the making of this document is Tallina.

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(h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

16.2 Limitation of the First Landowner's Liability

(a) The First Landowner enters into this document as custodian for the Trust and in no other capacity.

(b) The parties other than the First Landowner acknowledge that the Obligations are incurred by the First Landowner solely in its capacity as custodian of the Assets and that the First Landowner will cease to have any Obligation under this document if the First Landowner ceases for any reason to be owner of the Assets.

(c) The First Landowner will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:

(i) by the Trustee; or

(ii) out of the Assets in respect of any liability incurred by it.

(d) The parties other than the First Landowner may enforce their rights against the First Landowner arising from non-performance of the Obligations only to the extent of the First Landowner indemnities referred to in **clause 16.2(c)**.

(e) Subject to **clause 16.2(e)(i)**, if any party other than the First Landowner does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(i) bringing proceedings against the First Landowner in its personal capacity; or

(ii) applying to have the First Landowner wound up or proving in the winding up of the First Landowner.

(f) The provisions of this **clause 16.2** do not apply to any obligation or liability of the First Landowner to the extent that it is not satisfied because, under the Custody Agreement or by operation of law, there is a reduction in the extent of the First Landowner's indemnification from the Trustee or out of the Assets as a result of the First Landowner's fraud, negligence or breach of duty.

(g) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the First Landowner under its custody agreement with the Trustee, the parties other than the First Landowner waive their rights and release the First Landowner from any personal liability whatsoever, in respect of any Loss or damage which they may suffer as a result of any:

(i) breach by the First Landowner of any of its Obligations; or

(ii) non-performance by the First Landowner of the Obligations but only to the extent to which the liability cannot be paid or satisfied

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by the indemnities set out above in **clause 16.2(c)** in respect of any liability incurred by it.

The parties other than The First Landowner acknowledge that the whole of this document is subject to this clause.

(h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this document. The parties agree that no act or omission of the First Landowner (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the First Landowner for the purposes of **clause 16.2(e)(i)** to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

(i) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the First Landowner in a way which exposes the First Landowner to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the First Landowner for the purposes of **clause 16.2(e)(i)**.

16.3 Limitation of Trustee's Liability

(a) **Capacity**

The Trustee's liability under this document is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) **Limitation**

Subject to **clause 16.3(d)**, the liability of the Trustee in respect of any cause of action, Claim or Loss arising:

(i) under or in connection with this document;

(ii) in connection with any transaction, conduct or any other agreement contemplated by this document; or

(iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this document,

(each, a **Trust Claim**) and the right of each party other than the Trustee to recover from the Trustee any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally in respect of that outstanding amount.

(c) **Acknowledgment of limitations**

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

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(i) subject to **clause 16.3(d)**, bring proceedings against the Trustee in its personal capacity;

(ii) seek to appoint an administrator or liquidator to the Trustee;

(iii) commence the winding-up, dissolution or administration of the Trustee; or

(iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(d) **Exception**

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee will be personally liable.

17 Limitation of liability for the Hill Road Trust

The provisions of this **clause 17** apply despite anything to the contrary in this document.

17.1 Definitions

In this **clause 17**:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.

(b) **Constitution** means the constitution of the Trust as amended from time to time.

(c) **Custody Agreement** means the Hill Road Trust Custody Agreement dated 30 October 2002.

(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Second Landowner under or in respect of this document.

Tallina means Tallina Pty Ltd ACN 090 716 895.

(e) **Trust** means the Hill Road Trust ABN 54 244 152 320.

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(f) **Trustee** means the entity from time to time acting in the Trustee's Capacity which on the making of this document is Tallina.

(g) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

17.2 Limitation of the Second Landowner's Liability

(a) The Second Landowner enters into this document as custodian for the Trust and in no other capacity.

(b) The parties other than the Second Landowner acknowledge that the Obligations are incurred by the Second Landowner solely in its capacity as custodian of the Assets and that the Second Landowner will cease to have any Obligation under this document if the Second Landowner ceases for any reason to be owner of the Assets.

(c) The Second Landowner will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:

(i) by the Trustee; or

(ii) out of the Assets in respect of any liability incurred by it.

(d) The parties other than the Second Landowner may enforce their rights against the Second Landowner arising from non-performance of the Obligations only to the extent of the Second Landowner indemnities referred to in **clause 17.2(c)**.

(e) Subject to **clause 17.2(e)(i)**, if any party other than the Second Landowner does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(i) bringing proceedings against the Second Landowner in its personal capacity; or

(ii) applying to have the Second Landowner wound up or proving in the winding up of the Second Landowner.

(f) The provisions of this **clause 17.2** do not apply to any obligation or liability of the Second Landowner to the extent that it is not satisfied because, under the Custody Agreement or by operation of law, there is a reduction in the extent of the Second Landowner's indemnification from the Trustee or out of the Assets as a result of the Second Landowner's fraud, negligence or breach of duty.

(g) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the Second Landowner under its custody agreement with the Trustee, the parties other than the Second Landowner waive their rights and release the Second Landowner from any personal liability whatsoever, in respect of any Loss or damage which they may suffer as a result of any:

(i) breach by the Second Landowner of any of its Obligations; or

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(ii) non-performance by the Second Landowner of the Obligations, but only to the extent to which the liability cannot be paid or satisfied by the indemnities set out above in **clause 17.2(c)** in respect of any liability incurred by it.

The parties other than The Second Landowner acknowledge that the whole of this document is subject to this clause.

(h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this document. The parties agree that no act or omission of the Second Landowner (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the Second Landowner for the purposes of **clause 17.2(e)(i)** to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

(i) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Second Landowner in a way which exposes the Second Landowner to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the Second Landowner for the purposes of **clause 17.2(e)(i)**.

17.3 Limitation of Trustee's Liability

(a) **Capacity**

The Trustee's liability under this document is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) **Limitation**

Subject to **clause 17.3(d)**, the liability of the Trustee in respect of any cause of action, Claim or Loss arising:

(i) under or in connection with this document;

(ii) in connection with any transaction, conduct or any other agreement contemplated by this document; or

(iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this document,

(each, a **Trust Claim**) and the right of each party other than the Trustee to recover any amount from the Trustee in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally in respect of that outstanding amount.

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(c) **Acknowledgment of limitations**

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

(i) subject to **clause 17.3(d)**, bring proceedings against the Trustee in its personal capacity;

(ii) seek to appoint an administrator or liquidator to the Trustee;

(iii) commence the winding-up, dissolution or administration of the Trustee; or

(iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(d) **Exception**

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee will be personally liable.

18 Limitation of liability for the IBC Trust

The provisions of this **clause 18** apply despite anything to the contrary in this document.

18.1 Definitions

In this **clause 18**:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.

(b) **Constitution** means the constitution of the Trust as amended from time to time.

(c) **Custody Agreement** means the IBC Trust Custody Agreement dated 11 May 2005.

(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Third Landowner under or in respect of this document.

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(e) **Tallina** means Tallina Pty Ltd ACN 090 716 895.

(f) **Trust** means the IBC Trust ABN 30 476 081 229.

(g) **Trustee** means the entity from time to time acting in the Trustee's Capacity which on the making of this document is Tallina.

(h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

18.2 Limitation of the Third Landowner's Liability

(a) The Third Landowner enters into this document as custodian for the Trust and in no other capacity.

(b) The parties other than the Third Landowner acknowledge that the Obligations are incurred by the Third Landowner solely in its capacity as custodian of the Assets and that the Third Landowner will cease to have any Obligation under this document if the Third Landowner ceases for any reason to be owner of the Assets.

(c) The Third Landowner will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:

(i) by the Trustee; or

(ii) out of the Assets in respect of any liability incurred by it.

(d) The parties other than the Third Landowner may enforce their rights against the Third Landowner arising from non-performance of the Obligations only to the extent of the Third Landowner indemnities referred to in **clause 18.2(c)**.

(e) Subject to **clause 18.2(e)(i)**, if any party other than the Third Landowner does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(i) bringing proceedings against the Third Landowner in its personal capacity; or

(ii) applying to have the Third Landowner wound up or proving in the winding up of the Third Landowner.

(f) The provisions of this **clause 18.2** do not apply to any obligation or liability of the Third Landowner to the extent that it is not satisfied because, under the Custody Agreement or by operation of law, there is a reduction in the extent of the Third Landowner's indemnification from the Trustee or out of the Assets as a result of the Third Landowner's fraud, negligence or breach of duty.

(g) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the Third Landowner under its custody agreement with the Trustee, the parties other than the Third Landowner waive their rights and release the Third Landowner from any personal liability

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whatsoever, in respect of any Loss or damage which they may suffer as a result of any:

(i) breach by the Third Landowner of any of its Obligations; or

(ii) non-performance by the Third Landowner of the Obligations but only to the extent to which the liability cannot be paid or satisfied by the indemnities set out above in **clause 18.2(c)** in respect of any liability incurred by it.

The parties other than The Third Landowner acknowledge that the whole of this document is subject to this clause.

(h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this document. The parties agree that no act or omission of the Third Landowner (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the Third Landowner for the purposes of **clause 18.2(e)(i)** to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

(i) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Third Landowner in a way which exposes the Third Landowner to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the Third Landowner for the purposes of **clause 18.2(e)(i)**.

18.3 Limitation of Trustee's Liability

(a) **Capacity**

The Trustee's liability under this document is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) **Limitation**

Subject to **clause 18.3(d)**, the liability of the Trustee in respect of any cause of action, Claim or Loss arising:

(i) under or in connection with this document;

(ii) in connection with any transaction, conduct or any other agreement contemplated by this document; or

(iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this document,

(each, a **Trust Claim**) and the right of each party other than the Trustee to recover any amount from the Trustee in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or

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exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally in respect of the outstanding amount.

(c) **Acknowledgment of limitations**

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

(i) subject to **clause 18.3(d)**, bring proceedings against the Trustee in its personal capacity;

(ii) seek to appoint an administrator or liquidator to the Trustee;

(iii) commence the winding-up, dissolution or administration of the Trustee; or

(iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(d) **Exception**

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee will be personally liable.

19 Trustee's representations and warranties

19.1 Definitions

In this **clause 19**:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trusts.

(b) **Beneficiaries** means the beneficiaries of the Trusts.

(c) **Custody Agreements** means the following:

(i) the IBC Trust Custody Agreement dated11 May 2005;

(ii) the Hill Road Trust Custody Agreement dated 30 October 2002; and

(iii) the Carter Street Custody Agreement dated 11 February 2002.

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(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the First Landowner, the Second Landowner and the Third Landowner under or in respect of this document.

(e) **Trusts** means the Carter Street Trust ABN 12 909 843 665, the Hill Road Trust ABN 54 244 152 320 and the IBC Trust 30 476 081 229.

(f) **Trust Deeds** means:

(i) the IBC Trust Constitution dated 11 May 2005 between the Trustee and the relevant unit holders;

(ii) the Hill Road Trust Constitution dated 30 October 2002 between the Trustee and the relevant unit holders; and

(iii) the Carter Street Trust Constitution dated 11 February 2002 between the Trustee and the relevant unit holders.

(g) **Trustee** means the entity from time to time acting in the Trustee's Capacity, which on the making of this document is Tallina.

(h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

(i) **Trustee Documents** means this document and any documents created under or in connection with this document.

19.2 The Trustee's representations and warranties

The Trustee represents and warrants to the Minister that:

(a) **powers of Trustee and custodian:**

(i) the Trustee has power as trustee of the Trusts to execute the Trustee Documents; and

(ii) each Landowner has power as custodian of the relevant Trusts to execute the Trustee Documents;

(b) **due performance:** in executing the Trustee Documents, the Trustee and its representatives have properly performed their obligations to the Beneficiaries;

(c) **Trustee action taken:** all necessary action required by the Trust Deeds and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with the Trustee's obligations under, the Trustee Documents has been taken;

(d) **custodian action taken:** all necessary action required by the Trust Deeds and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with each of the Landowner's obligations under, the Trustee Documents has been taken;

(e) **Trustee instructions** the Trustee will give all necessary instructions to all Landowners to enable the Landowners to execute and deliver, and comply with all of their obligations under, the Trustee Documents;

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(f) **sole Trustee and custodian:**

(i) the Trustee is the only trustee of the Trusts; and

(ii) the Landowners are the only custodians of the relevant Trusts;

(g) **no removal of Trustee:** no action has been taken to remove the Trustee as trustee of the Trusts or to appoint an additional trustee of the Trusts;

(h) **no removal of custodian:** no action has been taken to remove any or all of the Landowners as custodians of the relevant Trusts or to appoint any additional custodian of the relevant Trusts;

(i) **Trustee's right of indemnity:**

(i) the Trustee has a right to be fully indemnified out of the Assets;

(ii) the Trustee has not released or disposed of the Trustee's equitable lien over the Assets which secures that indemnity;

(iii) the Trustee has not committed any breach of trust or done or omitted to do anything which has prejudiced or limited its rights of indemnity or equitable lien; and

(iv) the Assets are sufficient to satisfy that indemnity;

(j) **custodian's right of indemnity:**

(i) each Landowner has a right to be fully indemnified from the Assets and by the Trustee for all liabilities under the Trustee Documents;

(ii) the Landowners have not released or disposed of the Landowners' equitable lien over the Assets which secures that indemnity;

(iii) the Landowners have not committed any breach of the Custody Agreement or done or omitted to do anything which has prejudiced or limited their rights of indemnity or equitable lien; and

(iv) the Assets are sufficient to satisfy that indemnity;

(k) **no default:**

(i) the Trustee has not defaulted in the performance and observance of its obligations as trustee of the Trusts; and

(ii) so far as the Trustee is aware, the Landowners have not defaulted in the performance and observance of their obligations as custodians of the Trusts or under the Custody Agreement so far as the Trustee is aware, the Landowners have not defaulted in the performance and observance of their obligations as custodians of the Trusts or under the Custody Agreement;

(l) **Trusts or Custody Agreement not terminated:** no action has been taken or, so far as the Trustee is aware, is contemplated to terminate the Trusts or the Custody Agreement;

(m) **full disclosure:** the Trustee has disclosed to the Minister full particulars of the Trusts, the Custody Agreement and any other trust or fiduciary relationship affecting the Assets and, without limitation, has given to the

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Minister copies of any instruments creating or evidencing the Trusts and the Custody Agreement;

(n) **Trusts duly constituted:** the Trusts are duly constituted and are not void, voidable or otherwise unenforceable;

(o) **custodian duly appointed:** each Landowner has been duly appointed as custodian of the relevant Trusts;

(p) **capacity of Trustee:** the Trustee:

(i) is duly incorporated in accordance with the laws of its place of incorporation as stated in this document, validly exists under those laws and has the capacity to sue and be sued in its own name, to own property and to act as trustee of the Trusts; and

(ii) is not insolvent.

19.3 Trustee's additional obligations

(a) The Trustee must:

(i) ensure the Assets are not mixed with any other property;

(ii) comply with the Trustee's obligations as trustee of the Trusts;

(iii) not release, dispose of or otherwise prejudice the Trustee's right of indemnity against, and equitable lien over, the Assets and the Trustee's right of indemnity (if any) against the Beneficiaries;

(iv) at the Minister's request, exercise the Trustee's right of indemnity against, and equitable lien over, the Assets and the Trustee's right of indemnity (if any) against the Beneficiaries; and

(v) not, without obtaining the Minister's prior written approval:

(A) terminate any or all of the Trusts;

(B) resettle the Assets; or

(C) vary the terms of the Trust if to do so would adversely affect the Trustee's right of indemnity against, or equitable lien over, the Assets or the Trustee's right of indemnity (if any) against the Beneficiaries.

(b) The Trustee covenants that it will not retire or be replaced as trustee of any or all of the Trusts unless:

(i) another entity has been appointed in its place for the relevant Trusts;

(ii) the new entity agrees to be bound by the Trustee Documents, the Trust Deeds and the Custody Agreements (as applicable) as trustee for the relevant parcel of Land; and

(iii) unless the new entity is a Developer-Related Entity, the Trustee obtains the Minister's prior written consent, which must not be unreasonably withheld, to the appointment of the new entity.

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19.4 The Landowners' representations and warranties

Each Landowner represents and warrants to the Minister that:

(a) **custodian's power:** the Landowner has power as custodian of the relevant Trusts to execute the Trustee Documents;

(b) **due performance:** in executing the Trustee Documents, the Landowner and its representatives have properly performed their obligations to the Beneficiaries and Trustee;

(c) **custodian action taken:** all necessary action required by the Trust Deeds and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with the Landowner's obligations under, the Trustee Documents has been taken;

(d) **no removal of custodian:** so far as the Landowner is aware, no action has been taken to remove the Landowner as custodian of the relevant Trusts or to appoint an additional custodian of the relevant Trusts;

(e) **custodian duly appointed:** each Landowner has been duly appointed as custodian of the relevant Trusts;

(f) **capacity of custodian:** the Landowner:

(i) is duly incorporated in accordance with the laws of its place of incorporation as stated in this document, validly exists under those laws and has the capacity to sue and be sued in its own name, to own property and to act as custodian of the Trusts; and

(ii) is not insolvent.

19.5 The Landowners' and Trustees' additional obligations

(a) Each Landowner must:

(i) ensure the Assets are not mixed with any other property;

(ii) comply with the its obligations under the Custody Agreements as custodian of the relevant Trusts;

(iii) not release, dispose of or otherwise prejudice the Landowner's right of indemnity against, and equitable lien over, the Assets and the Landowner's right of indemnity (if any) against the Beneficiaries;

(iv) at the Minister's request, exercise the Landowner's right of indemnity against, and equitable lien over, the Assets and the Landowner's right of indemnity (if any) against the Beneficiaries;

(b) Each Landowner covenants that it will not retire or be replaced (and each Trustee covenants that it will not remove the Landowner or cause the Landowner to retire) as custodian of any or all of the Trusts unless:

(i) another entity has been appointed in its place for the relevant Trusts; and

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(ii) the new entity agrees to be bound by the Trustee Documents, the Trust Deeds and the Custody Agreements (as applicable) as Landowner for the relevant parcel of Land.

(c) No Landowner may take any action to amend the Trust Deeds or the Custody Agreements without the prior written consent of the Minister, acting reasonably.

19.6 Non Merger

This **clause 19** does not merge on the completion, rescission or other termination of this document or on the provision of any Development Contributions under this document.

20 GST

20.1 Construction

In this **clause 20**:

(a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and

(b) references to GST payable and input tax credit entitlements include:

(i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and

(ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

20.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided to the Minister under or in connection with this document is exclusive of GST (**GST- exclusive consideration**).

20.3 Payment of GST

If GST is payable on any supply made by:

(a) a party; or

(b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

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20.4 Timing of GST payment

The amount referred to in **clause 20.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

20.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 20.3**.

20.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 20.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

20.7 Reimbursements

(a) Where a Party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.

(b) This **clause 20.7** does not limit the application of **clause 20.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 20.7(a)**.

20.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

(a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and

(b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

20.9 No merger

This **clause 20** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

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21 General provisions

21.1 Costs, expenses and stamp duty

(a) The Developer and the Landowners must pay their own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this document.

(b) The Developer and the Landowners must pay all reasonable costs and expenses associated with the giving of public notice of this document and the Explanatory Note in accordance with the Regulation.

(c) The Developer and the Landowners must pay all Taxes assessed on or in respect of this document and any instrument or transaction required or contemplated by or necessary to give effect to this document (including, but not limited to, stamp duty and Registration fees, if applicable, on any transfer of the Education Land).

(d) The Developer and the Landowners must provide the Minister with bank cheques in respect of any costs incurred by the Minister pursuant to **clauses 21.1(a)**, **21.1(b)** and **21.1(c)**:

(i) where the Minister has provided the Developer or relevant Landowner written notice of the sum of such costs prior to execution, on the date of execution of this document; or

(ii) where the Minister has not provided the Developer or relevant Landowner with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

21.2 Entire agreement

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

(b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this document.

21.3 Variation

(a) This document must not be varied except by a later written document executed by all Parties.

(b) Subject to **clause 21.3(c)**, the Parties agree that the requirements of **clause 21.3(a)** will be satisfied where the Minister, in the Minister's absolute discretion, agrees to the Developer or the relevant Landowner making minor amendments relating to the delivery of the Development and those amendments, and the consequences of those amendments under this document, have been agreed by the Parties through an

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exchange of letters signed by or on behalf of the contact for each Party specified in **clause 11** of this document.

(c) **Clause 21.3(b):**

(i) does not apply where the Act requires public notification of any amendment to this document;

(ii) is subject to the Developer or the relevant Landowner obtaining all required approvals including any Planning Approval or modification to a Planning Approval; and

(iii) is subject to **clause 21.7** of this document.

21.4 Further acts

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

21.5 Governing law and jurisdiction

This document and the transactions contemplated by this document are governed by and are to be construed in accordance with the laws applicable in New South Wales. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

21.6 Joint and individual liability and benefits

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

21.7 No fetter

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

21.8 Representations and warranties

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

21.9 Severability

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

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21.10 Waiver

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

21.11 Effect of Schedules

The Parties agree to comply with any terms contained in Schedules to this document as if those terms were included in the operative part of the document.

21.12 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the Parties.

21.13 Further steps

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this document and to perform its obligations under it.

21.14 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

21.15 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a Party under this document are cumulative and are in addition to any other rights of that Party.

21.16 Liability

An obligation of two or more persons binds them separately and together.

21.17 Interpretation

Unless expressed to the contrary, in this document:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) 'includes' means includes without limitation;

(e) a reference in this document to a Business Day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney;

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(f) if the day on or by which any act, must be done under this document is not a Business Day, the act must be done on or by the next Business Day;

(g) '$' or 'dollars' is a reference to Australian currency all amounts payable under this document are payable in Australian dollars;

(h) a reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

(i) a reference in this document to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced;

(j) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document;

(k) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;

(l) a reference to a Party to this document includes a reference to the servants, agents and contractors of the Party, and the Party's successors and assigns; and

(m) any schedules, annexures and attachments form part of this document.

21.18 Headings

Headings do not affect the interpretation of this document.

21.19 Effect of execution

This document is not binding on any Party unless it or a counterpart has been duly executed by each Party.

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Schedule 1

Requirements under the Act

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

Table 1 – Requirements under section 93F of the Act (clause 7)

Provision of the Act	**This document**
Under section 93F(1), the Landowners and the Developer have:	
(a) sought a change to an environmental planning instrument.	(a) Yes
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
Description of the land to which this document applies- (Section 93F(3)(a))	The whole of the Land described in **Schedule 2.**
Description of the development to which this document applies- (Section 93F(3)(b)(ii))	The Development as defined in **clause 4.**
The scope, timing and manner of delivery of Development Contributions required by this document - (Section 93F(3)(c))	See **Schedule 3.**
Applicability of Section 94 of the Act - (Section 93F(3)(d))	The application of section 94 is not excluded in respect of any part of the Development.
Applicability of Section 94A of the Act - (Section 93F(3)(d))	The application of section 94A is not excluded in respect of any part of the Development.
Applicability of Section 94EF of the Act - (Section 93F(3)(d))	The application of section 94EF is wholly excluded in respect of any part of the Development.

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Provision of the Act	This document
Applicability of Section 93F(3)(e) of the Act	Any benefits under this Agreement for a Public Purpose may be taken into consideration in determining a Development Contribution under section 94 of the Act.
Mechanism for Dispute resolution - (Section 93F(3)(f))	See **clause 9**.
Enforcement of this document - (Section 93F(3)(g))	See **clauses 8, 10, Schedule 3 (clauses 3.2(c), 3.3 and 3.4) and Schedule 4**.
No obligation to grant consent or exercise functions - (Section 93F(9))	See **clause 21.7**.

Table 1 – Other Matters

Provision of the Act	This document
Registration of this document (Section 93H)	Yes – see **clause 8**
Whether this document specifies that certain requirements must be complied with before a construction certificate is issued (Clause 25E(2)(g) of the Regulation)	Yes
Whether this document specifies that certain requirements must be complied with before an occupation certificate is issued (Clause 25E(2)(g) of the Regulation)	No
Whether this document specifies that certain requirements must be complied with before an subdivision certificate is issued (Clause 25E(2)(g) of the Regulation)	Yes

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Schedule 2

Land

Item	Contribution Area	Lot and Deposited Plan	Folio Identifier	Landowner
1	Contribution Area 1	Lot 16 in DP225350	16/225350	The Trust Company Limited as custodian for the Carter Street Trust
		Lot 17 in DP225350	17/225350	
		Lot 18 in DP225350	18/225350	
		Lot 19 in DP225350	19/225350	
		Lot 23 in DP225350	23/225350	
		Lot 24 in DP225350	24/225350	
		Lot 200 in DP1160458 (the EnergyAustralia Land)	200/1160458	
2	Contribution Area 2	Part Lot 25 in DP225350	25/225350	The Trust Company Limited as custodian for the Carter Street Trust
		Part Lot 2 in DP234801	2/234801	The Trust Company Limited as custodian for the IBC Trust
3	Contribution Area 3	Part Lot 2 in DP234801	2/234801	The Trust Company Limited as custodian for the IBC Trust
4	Contribution Area 4	Part Lot 2 in DP234801	2/234801	The Trust Company Limited as custodian for the IBC Trust
		Lot 27 in DP225350	27/225350	
		Lot 28 in DP225350	28/225350	
		Lot 301 in DP541070	301/541070	The Trust Company Limited as custodian for

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Item	Contribution Area	Lot and Deposited Plan	Folio Identifier	Landowner
				the Hill Road Trust
5	Contribution Area 5	Part Lot 25 in DP225350	25/225350	The Trust Company Limited as custodian for the Carter Street Trust
		Lot 26 in DP225350	26/225350	The Trust Company Limited as custodian for the IBC Trust
		Part Lot 2 in DP 234801	2/234801	

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Schedule 3

Development Contributions

1 Development Contributions

The Developer and the Landowners undertake to provide the Development Contributions in accordance with the table below:

Column 1	Column 2	Column 3
Development Contribution	**Value**	**Timing**
Contribution Amount: payment of monetary contributions by the Developer or the relevant Landowner to the Minister.	$100 per square metre of Allowable GFA, indexed in accordance with **clause 2.2** of this Schedule.	In accordance with **clause 2.3(a)** of this Schedule.
Dedication of Education Land: transfer of the Education Land to the Minister or the Minister's nominee.		In accordance with **clause 3.1(c)** of this Schedule.

2 Contribution Amount

2.1 Calculation of the value of the Contribution Amount

Each Contribution Amount will be an amount equal to the sum represented by "A" in the following formula:

A = N x $100 (indexed in accordance with **clause 2.2** of this Schedule).

Where "N" is the number of square metres of Allowable GFA comprised in the land within the relevant Contribution Area.

2.2 Indexation

The value of the Monetary Contributions amount set out in Column 2 of the Table included at **clause 1** of this Schedule is to be subject to annual indexation at the commencement of each financial year to reflect any increase in the CPI, from the date of this Agreement until paid.

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2.3 Delivery of Contribution Amounts

(a) Subject to **clause 2.3(b)** of this Schedule, the Developer or the relevant Landowner must pay to the Minister or the Minister's nominee the Contribution Amount for all of the Allowable GFA within a Contribution Area prior to:

(i) the issue of any Planning Approval in respect of any part of that Contribution Area; or

(ii) the issue of any Complying Development Certificate, Construction Certificate or Subdivision Certificate in respect of any part of the Land within that Contribution Area,

whichever is the earlier.

(b) Notwithstanding **clause 2.3(a)** of this Schedule, neither the Developer nor the Landowners will be required to pay any Contribution Amount prior to the issue of any Planning Approval, Complying Development Certificate, Construction Certificate or Subdivision Certificate for:

(i) alterations or additions to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of this document;

(ii) a modification under section 96 of the Act to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of this document;

(iii) fitout or alterations to fitout of any buildings existing on any part of the Land as at the date of commencement of this document, provided that such fitout is not for the purposes of residential use of such buildings;

(iv) subdivision of the Land for the purpose of creating a Contribution Area and any roads which are required to be created for the purpose of creating a Contribution Area as identified on the Plan;

(v) subdivision of Contribution Area 3 for the purpose of creating a separate title for the Education Land as identified on the Plan;

(vi) Remediation of the Education Land in accordance with the terms of this document; or

(vii) any other purpose, but only with the prior written consent of the Minister, which may be withheld by the Minister in his absolute discretion.

(c) The Contribution Amounts are made for the purpose of this Schedule when cleared funds are deposited by means of electronic funds transfer into a bank account nominated by the Minister.

(d) Either the Developer or the relevant Landowner is to give the Minister not less than 20 Business Days written notice of:

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(i) its intention to pay a Contribution Amount; and

(ii) the amount proposed to be paid.

(e) Neither the Developer nor the Landowners are required to pay a Contribution Amount under this document until the Minister, after having received a notice under **clause 2.3(d)**, has given to the Developer or relevant Landowner (as applicable) a tax invoice for the amount of the contribution that the Developer or the relevant Landowner intends to pay.

(f) Neither the Developer nor the Landowners may request from the Secretary a Satisfactory Arrangements Certificate in respect of any part of the Land until such time as:

(i) the obligation to make a monetary contribution under this Schedule in respect of that part of the Land has been satisfied in accordance with the requirements in this document; and

(ii) the Minister or his Department has provided written confirmation that this obligation has been so satisfied.

3 Dedication of Education Land

3.1 Transfer obligations

(a) The Third Landowner must dedicate, and (while the Third Landowner owns the Education Land) the Developer must procure dedication of, the Education Land to the Minister or the Minister's nominee for a consideration of $1.

(b) Dedication of the Education Land is made for the purposes of **clause 3.1(a)** of this Schedule when the Minister is given a form of transfer, executed by the Third Landowner and in registrable form under the *Real Property Act 1900* (NSW), that is effective to transfer title to the Education Land to Minister or the Minister's nominee when registered.

(c) The Third Landowner must provide to the Minister, and the Developer must procure provision of, the form of transfer referred to in **clause 3.1(b)** of this Schedule:

(i) subject to **clause 3.1(c)(ii)** of this Schedule, within 30 Business Days of 9 September 2026; or

(ii) where the leases that are registered on the Education Land as at the date of this document expire, are surrendered or are terminated (**Termination Date**) on a date earlier than 9 September 2025, within 12 months of the Termination Date.

(d) To allow for the registration of the form of transfer referred to in **clause 3.1(b)** of this Schedule, the Third Landowner must do, and the Developer must procure, the following:

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(i) cause the certificate(s) of title for the Education Land to be produced to the LPI or provide a direction allowing the certificate(s) of title to be used for that purpose;

(ii) give to the Minister an irrevocable undertaking to deliver to the Minister or the Minister's nominee the certificate(s) of title if the certificate(s) are released to the Landowner by the LPI; and

(iii) take any other necessary action to give effect to the transfer of the title of the Education Land to the Minister or the Minister's nominee free of all above ground improvements on the Education Land, including without limitation the concrete slab constructed on the Education Land, and all encumbrances (including any leases, mortgages, easements, covenants and voluntary planning agreements, but excluding statutory easements) and affectations (including any charge or liability for rates, taxes and charges) other than service easements or such other improvements or encumbrances as agreed with the Minister,

and the Minster agrees to execute, or procure execution by the Minister's nominee of, the form of transfer referred to in **clause 3.1(b)** of this Schedule and all other documents necessary to give effect to the transfer of title of the Education Land to the Minister or the Minister's nominee promptly upon provision of the form of transfer to the Minister under **clause 3.1(b)** of this Schedule, and to provide any other information within the Minister's knowledge which is reasonably required by the Third Landowner to enable the provision of servicing of the Education Land referred to in **clause 3.1(f)(ii)** of this Schedule subject to the Third Landowner's compliance with the Remediation obligations under **clause 3.2** of this Schedule.

(e) Where the Education Land is dedicated to the Minister's nominee, the Third Landowner or the Developer must give the Secretary copies of the title search(es) for the Education Land showing the Minister's nominee as the registered proprietor of the Education Land within 10 Business Days of the relevant transfer being registered.

(f) The Third Landowner must:

(i) pay all rates and Taxes owing in respect of the Education Land up to and including the date that the Third Landowner delivers the form of transfer and certificate(s) of title for the Education Land pursuant to **clause 3.1(b)** and **clause 3.1(d)** of this Schedule, after which time the Minister or the Minister's nominee will be responsible for any rates and Taxes in relation to the Education Land; and

(ii) prior to delivery of the form of transfer and certificate(s) of title for the Education Land pursuant to **clause 3.1(b)** and **clause 3.1(d)** of this Schedule and, at its cost, ensure and provide evidence to the Minister that the Education Land is serviced by roads, sewer, water, electricity and communications of a size and capacity that is

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suitable for the operation of a primary school including for public sports and playing fields on the Education Land, subject to the requirement or permission of any servicing agency.

3.2 Remediation obligations

(a) The Third Landowner must, prior to providing the form of transfer referred to in **clause 3.1(b)** of this Schedule, undertake the Remediation Works referred to in **clause 3.2(b)** of this Schedule and provide to the Minister a Site Audit Statement which certifies that the Education Land is suitable for the proposed uses of a primary school and public sports and playing fields, either unconditionally or subject to conditions which are acceptable to the Minister acting reasonably.

(b) In this clause, Remediation Works means the Remediation of any Contamination over, on, under, above or migrating through or from the Education Land, including by:

(i) undertaking Remediation in accordance with any remedial action plan or voluntary management proposal relating to the Contamination or Remediation of the Education Land;

(ii) undertaking Remediation in accordance with the conditions of all approvals and/or licences required to be obtained from any Authority in order to complete the Remediation of the Education Land in accordance with the remedial action plan or any voluntary management proposal relating to the Contamination or Remediation of the Education Land;

(iii) engaging a Site Auditor to oversee the Remediation of the Education Land;

(iv) obtaining and complying with the conditions of any approvals and/or licences required to be obtained under any Environmental Law; and

(v) complying with the requirements, notices and directions issued or administered by any Authority in respect of Contamination of the Education Land.

(c) At the time of providing to the Minister the Site Audit Statement referred to in **clause 3.2(a)** of this Schedule, the Third Landowner must provide security by way of a Bank Guarantee in the amount of $1 million, to be retained by the Minister for a period of 12 months (**Retention Period**).

(d) If at any time during the Retention Period, the Minister has any reasonable cause to believe that, notwithstanding the provision of any Site Audit Statement under **clause 3.2(a)** of this Schedule, Remediation of the Education Land was not undertaken to the standard required for the use specified under **clause 3.2(a)** of this Schedule, then the Minister may, at the Minister's absolute discretion, call upon the Bank Guarantee up to the amount necessary to investigate the environmental condition of the land and undertake any further Remediation for the purpose of Remediating the Education Land to that standard.

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(e) At the end of the Retention Period, the Minister must return to the Third Landowner the whole or, subject to **clause 3.2(d)** of this Schedule, any remaining amount of, the security provided under **clause 3.2(c)** of this Schedule.

3.3 Compulsory acquisition

(a) If the Developer and the Third Landowner do not comply with **clause 3.1** of this Schedule, the Developer and the Third Landowner consent to the Minister or the Minister's nominee, at the appropriate time, compulsorily acquiring the Education Land in accordance with the Just Terms Act for an amount of $1.

(b) The Developer and the Third Landowner, and the Minister or the Minister's nominee, agree that in relation to the acquisition of the Education Land:

(i) **clause 3.3(a)** of this Schedule is taken to be an agreement between the Developer and the Third Landowner, and the Minister or the Minister's nominee, for the purpose of section 30 of the Just Terms Act; and

(ii) in **clause 3.3(a)** of this Schedule, the Developer and the Third Landowner, and the Minister or the Minister's nominee, acknowledge that they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.

(c) The Third Landowner and the Developer must ensure that the Education Land transferred under this **clause 3.3** is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges) on the date that the Developer and the Third Landowner are liable to transfer the Education Land to the Minister or the Minister's nominee in accordance with this clause.

(d) The Developer and the Third Landowner indemnify and agree to keep indemnified the Minister or the Minister's nominee against all claims made against the Minister or the Minister's nominee if the Minister or the Minister's nominee must pay compensation under Part 3 of the Just Terms Act to any person other than the Third Landowner.

(e) The Developer and the Third Landowner must pay the Minister or the Minister's nominee, promptly on demand, an amount equivalent to all costs, charges and expenses incurred by the Minister or the Minister's nominee in acquiring the whole or any part of the Education Land and any other land required in connection with the Education Land as required by this clause.

3.4 Additional security

(a) The Minister reserves the right to call for additional security in relation to the transfer of the Education Land in accordance with this clause, but only where:

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(i) the Developer or the Third Landowner provides written notification to the Minister prior to the transfer of the Education Land that it is proposed to transfer the Education Land subject to any of the encumbrances referred to in **clause 3.1(d)(iii)** of this Schedule (**Encumbrances**); or

(ii) the Developer and the Third Landowner transfer the Education Land subject to Encumbrances.

(b) Without limitation, the Minister may require the Developer or the Third Landowner to provide an additional Bank Guarantee, insurance bond or other agreed form of security in order to secure the costs of removing any Encumbrances noted on the title(s) to the Education Land. **Clause 1** of **Schedule 4** will apply to any Bank Guarantee provided under this clause.

3.5 Reimbursement of the Minister or Minister's nominee's costs

The Developer and the Third Landowner agree to reimburse the Minister or the Minister's nominee, promptly on demand, an amount equivalent to the Minister or the Minister's nominee's reasonable costs incurred in compulsorily acquiring the Education Land under **clause 3.3**. Where either the Developer or the Third Landowner has not complied, in whole or in part, with **clause 3.1** of this Schedule, this amount may include any costs associated with the Remediation of the Education Land to facilitate the use of the Education Land as a primary school and for public sports and playing fields.

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Schedule 4

Security

1 Bank Guarantee

1.1 Developer and Landowners to provide Bank Guarantees

(a) In order to secure the payment of each Contribution Amount, Registration of this document on title and the removal of any encumbrances as referred to in **clause 3** of **Schedule 3**, the Developer and the Landowners have agreed to provide security in the form of a Bank Guarantee.

(b) A Bank Guarantee required to be provided under this document must:

(i) name the "Minister for Planning and Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and

(ii) not have an expiry date.

1.2 Bank Guarantee

(a) Upon execution of this document, the Developer and the Landowners will provide security to the Minister in the form of one or more Bank Guarantees for a face value equivalent to $200,000, being security in the amount of $40,000 for each Contribution Area.

(b) From the date of execution of this document until the date that this document is released and discharged with respect to one or more Contribution Areas, the Minister will be entitled to retain the Bank Guarantee provided under **clause 1.2(a)** of this Schedule for the relevant Contribution Area or Contribution Areas.

(c) Where one or more Bank Guarantees are required to be provided to the Minister under **clause 8.1(g)**, such Bank Guarantee or Bank Guarantees must be provided in the amount(s) required by the Minister under that clause. From the date that the Bank Guarantee or Bank Guarantees are provided under **clause 8.1(g)** until the date that this document is registered on the corresponding titles comprising the Land, the Minister will be entitled to retain the Bank Guarantee or Bank Guarantees to secure registration of this document over the corresponding Lots comprising the Land.

1.3 Claims under the Bank Guarantee

(a) The Minister may:

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(i) call upon any Bank Guarantee provided under this document where the Developer and the Landowners have failed to pay a Contribution Amount in respect of the relevant part of the Land to which the Bank Guarantee relates on or before the due date for payment under this document, or are otherwise in default of their obligations under this document in respect of the relevant part of the Land to which the Bank Guarantee relates; and

(ii) retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying any default by the relevant Party under this document.

(b) Prior to calling on a Bank Guarantee, the Minister must give the Developer or the relevant Landowner (as applicable) not less than 10 Business Days written notice.

(c) If:

(i) the Minister calls upon any Bank Guarantee; and

(ii) applies all or part of such monies to towards the costs and expenses incurred by the Minister in rectifying any default or non-compliance by the Developer or a Landowner under this document; and

(iii) has notified the Developer or the relevant Landowner (as applicable) under **clause 1.3(b)** of this Schedule,

then the Developer or the relevant Landowner (as applicable) must provide to the Minister a replacement Bank Guarantee to ensure that at all times until the date that this document is released and discharged with respect to the whole of the Land, the Minister is in possession of:

(A) a Bank Guarantee for a face value equivalent to $200,000, being security in the amount of $40,000 for each Contribution Area, subject to any increases resulting from the provision of additional security under **clauses 13.1(b)(i)** or **13.2(e)(ii)**; and

(B) a Bank Guarantee or Bank Guarantees for any amount(s) required to be provided to the Minister pursuant to **clause 8.1(g)** of this document.

1.4 Release of Bank Guarantee

If:

(a) the Developer and the relevant Landowners have satisfied all of their obligations under this document secured by the relevant Bank Guarantee; and

(b) the whole of the monies secured by the relevant Bank Guarantee have not been expended and the monies accounted for,

then the Minister will promptly return the relevant Bank Guarantee (less any costs, charges, duties and taxes payable) or the remainder of the monies

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secured by the relevant Bank Guarantee (as the case may be) to the Developer and the relevant Landowners.

2 Charge over Land

2.1 Grant of charge

(a) To support the caveat referred to in **clause 8.3** of the document, the Developer and the Landowners charge their rights, titles and interests in the Land in favour of the Minister to secure:

(i) the proper and timely performance of their obligations under this document; and

(ii) any damages that may be payable to the Minister in the event of any breach of this document by the Developer or any Landowner.

(b) At any time upon the Minister's request, the Developer is to, promptly and at its cost:

(i) give the Minister a written instrument in registrable form under the *Real Property Act 1900* (NSW) effective to register the charge on title to the Land;

(ii) obtain all necessary consents for the registration of the charge; and

(iii) produce the certificates of title for the Land to permit the registration of the charge.

2.2 Minister may caveat

For the purposes of **clause 8.3** of this document, the Developer and the Landowners consent to the Minister registering a caveat on the title of the Land to which the charge granted under **clause 2.1** of this Schedule applies.

2.3 Consent

The provisions in **clause 8.3(b)** of this document apply to the removal of the charge from the Land.

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Schedule 5

Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under section 93F of the *Environmental Planning and Assessment Act 1979* (NSW)

1 Parties

The Minister for Planning of the Department of Planning and Environment, 23-33 Bridge Street, Sydney NSW 2000 (**Minister**)

Goodman Property Services (Aust) Pty Limited ABN 40 088 981 793 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 (**Developer**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the Carter Street Trust ABN 12 909 843 665(**First Landowner**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the Hill Road Trust ABN 54 244 152 320 (**Second Landowner**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the IBC Trust ABN 30 476 081 229 (**Third Landowner**)

Tallina Pty Ltd ACN 090 716 895 as trustee for the Carter Street Trust ABN 12 909 843 665

Tallina Pty Ltd ACN 090 716 895 as trustee for the Hill Road Trust ABN ABN 54 244 152 320

Tallina Pty Ltd ACN 090 716 895 as trustee for the IBC Trust ABN 30 476 081 229

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2 Description of subject land

Lots 16 to 19 and 23 to 28 in DP225350, Lot 200 in DP1160458, Lot 2 in DP234801 and Lot 301 in DP541070 (**Land**).

3 Description of proposed change to environmental planning instrument

A new State Environmental Planning Policy (**Proposed SEPP**) and associated Development Control Plan is proposed. The Proposed SEPP will amend the *Auburn Local Environmental Plan 2010* (**ALEP**) to rezone the Land and vary the development controls for maximum allowable building heights and floor space ratios.

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

4.1 Objectives of Planning Agreement

The objective of the Planning Agreement is to facilitate the development and improvement of public facilities within the Carter Street Priority Precinct and specifically to allow for:

(a) the provision of a monetary contribution to the Minister at the rate of $100 per square metre of Allowable GFA permitted under the ALEP (subject to CPI indexation); and

(b) the dedication of the Education Land for the purpose of a primary school operated for the benefit of the public by the Department of Education & Communities and for the purpose of public sports and playing fields.

4.2 Nature and effect of Planning Agreement

The Planning Agreement constitutes a planning agreement under section 93F of the Act. The Planning Agreement will be registered on the title to the Land.

5 Assessment of the merits of the draft planning agreement

5.1 The planning purposes served by the Planning Agreement

The Planning Agreement:

(a) promotes the orderly and economic use and development of the Land to which the Planning Agreement applies;

(b) facilitates the provision of land for public purposes in connection with the Planning Proposal and the Development;

(c) facilitates the provision of community services and facilities; and

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(d) promotes increased opportunity for the public in environmental planning and assessment.

5.2 How the Planning Agreement promotes the public interest

The Planning Agreement will promote the public interest by promoting the objects of the Act as set out in sections 5(a)(ii), (iv), (v) and 5(c) of the Act.

5.3 For Planning Authorities:

Development Corporations – How the Planning Agreement promotes its statutory responsibilities

Not Applicable

Other Public Authorities – How the Planning Agreement promotes the objects (if any) of the Act under which it is constituted

Not Applicable

Councils – How the Planning Agreement promotes the elements of the Council's Charter

Not Applicable

All Planning Authorities – Whether the Planning Agreement conforms with the Authority's Capital Works Program

Not applicable

5.4 Certain requirements of the Planning Agreement to be complied with before issue of Planning Approval or issue of a Complying Development Certificate, Construction Certificate or Subdivision Certificate

The Contribution Amount is to be paid in stages.

Prior to the issue of any Planning Approval in relation to any part of the Land in a Contribution Area or prior to the issue of any Complying Development Certificate, Construction Certificate or Subdivision Certificate for any part of the Land within that Contribution Area, whichever is the earlier, the Developer or the relevant Landowners must pay to the Minister the Contribution Amount for the whole of the Land within that Contribution Area. However the Developer or the relevant Landowners will not be required to pay any Contribution Amount prior to the issue of any Planning Approval, Complying Development Certificate, Construction Certificate or Subdivision Certificate for:

(a) alterations or additions to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of the Planning Agreement;

(b) a modification under section 96 of the Act to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of the Planning Agreement;

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(c) fitout or alterations to fitout of any buildings existing on any part of the Land as at the date of commencement of the Planning Agreement, provided that such fitout is not for the purposes of residential use of such buildings;

(d) subdivision of the Land for the purpose of creating each Contribution Area and any roads which are required to be created for the purpose of creating each Contribution Area as identified in the Plan;

(e) subdivision of Contribution Area 3 for the purpose of creating a separate title for the Education Land as identified in the Plan; or

(f) remediation of the Education Land in accordance with the terms of the Planning Agreement.

The Third Landowner must provide to the Minister and the Developer must procure provision of, the form of transfer for the Education Land in accordance with the following timing:

(i) within 30 Business Days of 9 September 2026; or

(ii) where the leases that are registered on the Education Land as at the date of the Planning Agreement expire or are terminated (**Termination Date**) on a date earlier than 30 Business Days after 9 September 2026, within 12 months after the Termination Date.

The provision of the Development Contributions is secured through the requirement for a Bank Guarantee in respect of the Minister's enforcement costs, registration of a caveat supported by a charge over the Land until the Planning Agreement is registered on the title to the Land, the ability for the Minister to call for Bank Guarantees up to $1 million per Lot comprising the Land where the Planning Agreement is not registered on all Lots comprising the Land within 90 Business Days (in addition to the charge and the caveat) and then by registration of the Planning Agreement on the title to the Land. The Minister also has the ability to compulsorily acquire the Education Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)* if the Education Land is not dedicated in accordance with the Planning Agreement.

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Execution

Executed as a deed.

Minister

Signed sealed and delivered by **The Minister for Planning** in the presence of:

Signature of Witness

MARLENE BEZZINA

Name of Witness

Signature of Minister DELEGATE

SIMON OFFICER

Name of Minister DELEGATE

Developer

Signed sealed and delivered for and on behalf of **Goodman Property Services (Aust) Pty Limited** by its attorney under power of attorney Book 4357 No 35 who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

Samantha Evans

Hannah Crabbe

Name of witness (BLOCK LETTERS)

L17, 60 Castlereagh Street, Sydney NSW

Address of witness

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First Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the Carter Street Trust** by its attorney under power of attorney Book ~~....No....~~ who states that no notice of revocation of the power of attorney has been received in ~~the presence~~ of:

Book.4676 No.134

Signature of witness

MARIA AGUDERA

Name of witness (BLOCK LETTERS)

L12. 123 PITT ST
SYDNEY

Address of witness

Attorney Trent Franklin
Manager Custody

Name of Attorney (print)

Second Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the Hill Road Trust** by its attorney under power of attorney Book ~~....No....~~ who states that no notice of revocation of the power of attorney has been received in the presence of:

Book.4676 No.134

Signature of witness

MARIA AGUDERA

Name of witness (BLOCK LETTERS)

L12, 123 PITT ST
SYDNEY

Address of witness

Attorney Trent Franklin
Manager Custody

Name of Attorney (print)

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Third Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the IBC Trust** by its attorney under power of attorney ~~Book No.~~ Book 4676 No 134 who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

MARIA AGUDERA
Name of witness (BLOCK LETTERS)

L12, 123 PITT ST
SYDNEY
Address of witness

Attorney

Trent Franklin
Manager Custody
Name of Attorney (print)
Attorney

Trustees

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the Carter Street Trust** by its attorney under power of attorney Book 4577 No 77 who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

Hannah Crabbe
Name of witness (BLOCK LETTERS)

L17, 60 Castlereagh Street
Sydney NSW
Address of witness

Attorney Samantha Evans

Name of Attorney (print)

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Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the Hill Road Trust** by its attorney under power of attorney Book 4521 No 76 who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

Hannah Crabbe
Name of witness (BLOCK LETTERS)

47, 60 Castlereagh Street Sydney NSW
Address of witness

Attorney Samantha Evans

Name of Attorney (print)

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the IBC Trust** by its attorney under power of attorney Book 4507 No 76 who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

Hannah Crabbe
Name of witness (BLOCK LETTERS)

L17, 60 Castlereagh Street, Sydney NSW.
Address of witness

Attorney Samantha Evans

Name of Attorney (print)
Attorney

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Annexure A

Novation Deed

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The Minister for Planning

Goodman Property Services (Aust) Pty Limited

The Trust Company Limited as custodian for the Carter Street Trust

The Trust Company Limited as custodian for the Hill Road Trust

The Trust Company Limited as custodian for the IBC Trust

Tallina Pty Ltd as trustee for the Carter Street Trust

Tallina Pty Ltd as trustee for the Hill Road Trust

Tallina Pty Ltd as trustee for the IBC Trust

[Insert New Party]

Deed of Novation for Planning Agreement

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Date

Parties

The Minister for Planning ABN 38 755 709 681 of Level 15, 52 Martin Place, Sydney NSW 2000 (**Minister**)

Goodman Property Services (Aust) Pty Limited ABN 40 088 981 793 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 (**Developer**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the Carter Street Trust ABN 12 909 843 665 (**First Landowner**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the Hill Road Trust ABN 54 244 152 320 (**Second Landowner**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the IBC Trust ABN 30 476 081 229 (**Third Landowner**)

Tallina Pty Ltd ACN 090 716 895 as trustee for the Carter Street Trust ABN 12 909 843 665 (**First Trustee**)

Tallina Pty Ltd ACN 090 716 895 as trustee for the Hill Road Trust ABN 54 244 152 320 (**Second Trustee**)

Tallina Pty Ltd ACN 090 716 895 as trustee for the IBC Trust ABN 30 476 081 229 (**Third Trustee**)

[Insert name of party] ACN [Insert ACN] of [Insert address] (**New Party**)

Background

A The Minister, the Developer, the First Landowner, the Second Landowner, the Third Landowner, the First Trustee, the Second Trustee and the Third Trustee are parties to the Planning Agreement.

B The Planning Agreement relates to the whole of the Land.

C The [insert relevant transferor party/parties] have entered into the Dealing with the New Party in relation to the Transfer Land.

D The Developer and [insert relevant transferor Land Owner(s) and Trustee(s)] wish to novate the Required Obligations, being their obligations under the Planning Agreement which relate to the Transfer Land, to the New Party.

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Agreed terms

1 Definitions

In this document these terms have the following meanings:

Dealing	[Insert description of dealing e.g. the sale of the Transfer Land to the New Party].
Effective Date	[Insert date]
GST	Has the same meaning as in the GST Law.
GST Law	Has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Land	Has the meaning given to that term in the Planning Agreement.
Planning Agreement	The planning agreement dated [Insert date] and made between the Minister, the Developer, the First Landowner, the Second Landowner, the Third Landowner, the First Trustee, the Second Trustee and the Third Trustee.
Required Obligations	The [insert relevant transferor party's /parties'] obligations under the Planning Agreement which relate to the Transfer Land, being: [itemise as required for clarity, including substitution of Bank Guarantees prior to/simultaneously with existing Bank Guarantees, registration of VPA, provision of Contributions and any arrangements in relation to caveat, if applicable]
Transfer Land	[Insert description of land e.g. Contribution Area 1 (as that term is defined in the Planning Agreement)], being that part of the Land subject to the Dealing.

2 Novation

2.1 Original Agreement

Subject to clause 2.2 and with effect from the Effective Date:

(a) the New Party is substituted for the Developer and the [insert relevant transferor Land Owner(s) and Trustee(s)] as a party to the Planning Agreement [Note: this clause 2.1(a) is to be deleted unless all of the transferors' obligations under the VPA are to be novated in relation to the Transfer Land e.g. if the whole of the Transfer Land is being transferred to the New Party];

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(b) the New Party will be required to perform the Required Obligations in accordance with the Planning Agreement; and

(c) the Developer and the [insert relevant transferor Land Owner(s) and Trustee(s)] are released and discharged from the Required Obligations, and from all claims (whether for costs, damages, fees, expenses or otherwise) relating to the Required Obligations.

2.2 Reference in Original Agreement

All references to the Developer and the [insert relevant transferor Land Owner(s) and Trustees] in the Planning Agreement which relate to the Required Obligations are to be construed as references to the New Party.

2.3 Address for notices

The Minister must address all notices and communications to be given or made by it and which relate to the Required Obligations, to the New Party under the Planning Agreement to the following address:

New Party:

Address:	[Insert address]
Fax:	[Insert fax]
Contact Person:	[Insert contact]
Email:	[Insert email]

3 Affirmation of the Planning Agreement

The Planning Agreement will be read and construed subject to this document, and in all other respects the provisions of the Planning Agreement are ratified and confirmed, and, subject to the variation and novation contained in this document, the Planning Agreement will continue in full force and effect.

4 Indemnities

(a) The New Party indemnifies the Developer and the [insert relevant transferor Land Owner(s) and Trustee(s)] on demand against all liabilities, claims, damages and loss which the Developer and [insert relevant transferor Land Owner(s) and Trustee(s)] suffer or incur in relation to the Required Obligations, including those which arise or relate to acts or omissions occurring on or after the Effective Date.

(b) The New Party indemnifies the Minister in respect of any non-compliance, breach or default of the Planning Agreement in respect of the Transfer Land by the Developer or any relevant Landowner and [insert relevant transferor Land Owner(s) and Trustee(s)] on demand, including those which arise or relate to breaches, non-compliance or default in respect of the Transfer Land occurring before, on or after the Effective Date.

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5 Warranties and representations

5.1 Warranties

Each party represents and warrants that, at the time of execution, and at the Effective Date:

(a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;

(b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;

(c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and

(d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:

(i) any law or directive from a government entity;

(ii) its constituent documents;

(iii) any agreement or instrument to which it is a party; or

(iv) any obligation of it to any other person.

5.2 Survival of warranties

The warranties and representations in clause 5.1 survive the execution of this document and the novation of the Planning Agreement.

6 Limitation of liability for the Carter Street Trust

The provisions of this clause 6 apply despite anything to the contrary in this document.

6.1 Definitions

In this clause 6:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.

(b) **Constitution** means the constitution of the Trust as amended from time to time.

(c) **Custody Agreement** means the Carter Street Custody Agreement dated 11 February 2002.

(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the First Landowner under or in respect of this document.

(e) **Tallina** means Tallina Pty Ltd ACN 090 716 895.

(f) **Trust** means the Carter Street Trust ABN 12 909 843 665.

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(g) **Trustee** means the entity from time to time acting in the Trustee's Capacity, which on the making of this document is Tallina.

(h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

6.2 Limitation of the First Landowner's Liability

(a) The First Landowner enters into this document as custodian for the Trust and in no other capacity.

(b) The parties other than the First Landowner acknowledge that the Obligations are incurred by the First Landowner solely in its capacity as custodian of the Assets and that the First Landowner will cease to have any Obligation under this document if the First Landowner ceases for any reason to be owner of the Assets.

(c) The First Landowner will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:

(i) by the Trustee; or

(ii) out of the Assets in respect of any liability incurred by it.

(d) The parties other than the First Landowner may enforce their rights against the First Landowner arising from non-performance of the Obligations only to the extent of the First Landowner indemnities referred to in clause 6.2(c).

(e) Subject to clause 6.2(e)(i), if any party other than the First Landowner does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(i) bringing proceedings against the First Landowner in its personal capacity; or

(ii) applying to have the First Landowner wound up or proving in the winding up of the First Landowner.

(f) The provisions of this clause 6.2 do not apply to any obligation or liability of the First Landowner to the extent that it is not satisfied because, under the Custody Agreement or by operation of law, there is a reduction in the extent of the First Landowner's indemnification from the Trustee or out of the Assets as a result of the First Landowner's fraud, negligence or breach of duty.

(g) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the First Landowner under its custody agreement with the Trustee, the parties other than the First Landowner waive their rights and release the First Landowner from any personal liability whatsoever, in respect of any Loss or damage which they may suffer as a result of any:

(i) breach by the First Landowner of any of its Obligations; or

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(ii) non-performance by the First Landowner of the Obligations but only to the extent to which the liability cannot be paid or satisfied by the indemnities set out above in clause 6.2(c)in respect of any liability incurred by it.

The parties other than The First Landowner acknowledge that the whole of this document is subject to this clause.

(h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this document. The parties agree that no act or omission of the First Landowner (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the First Landowner for the purposes of clause 6.2(e)(i) to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

(i) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the First Landowner in a way which exposes the First Landowner to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the First Landowner for the purposes of clause 6.2(e)(i).

6.3 Limitation of Trustee's Liability

(a) Capacity

The Trustee's liability under this document is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) Limitation

Subject to clause 6.3(d), the liability of the Trustee in respect of any cause of action, Claim or Loss arising:

(i) under or in connection with this document;

(ii) in connection with any transaction, conduct or any other agreement contemplated by this document; or

(iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this document,

(each, a **Trust Claim**) and the right of each party other than the Trustee to recover from the Trustee any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally in respect of that outstanding amount.

(c) Acknowledgment of limitations

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The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

(i) subject to clause 6.3(d), bring proceedings against the Trustee in its personal capacity;

(ii) seek to appoint an administrator or liquidator to the Trustee;

(iii) commence the winding-up, dissolution or administration of the Trustee; or

(iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(d) Exception

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee will be personally liable.

7 Limitation of liability for the Hill Road Trust

The provisions of this clause **7** apply despite anything to the contrary in this document.

7.1 Definitions

In this clause 7:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.

(b) **Constitution** means the constitution of the Trust as amended from time to time.

(c) **Custody Agreement** means the Hill Road Trust Custody Agreement dated 30 October 2002.

(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Second Landowner under or in respect of this document.

Tallina means Tallina Pty Ltd ACN 090 716 895.

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(e) **Trust** means the Hill Road Trust ABN 54 244 152 320.

(f) **Trustee** means the entity from time to time acting in the Trustee's Capacity which on the making of this document is Tallina.

(g) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

7.2 Limitation of the Second Landowner's Liability

(a) The Second Landowner enters into this document as custodian for the Trust and in no other capacity.

(b) The parties other than the Second Landowner acknowledge that the Obligations are incurred by the Second Landowner solely in its capacity as custodian of the Assets and that the Second Landowner will cease to have any Obligation under this document if the Second Landowner ceases for any reason to be owner of the Assets.

(c) The Second Landowner will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:

(i) by the Trustee; or

(ii) out of the Assets in respect of any liability incurred by it.

(d) The parties other than the Second Landowner may enforce their rights against the Second Landowner arising from non-performance of the Obligations only to the extent of the Second Landowner indemnities referred to in clause 7.2(c).

(e) Subject to clause 7.2(e)(i), if any party other than the Second Landowner does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(i) bringing proceedings against the Second Landowner in its personal capacity; or

(ii) applying to have the Second Landowner wound up or proving in the winding up of the Second Landowner.

(f) The provisions of this clause 7.2 do not apply to any obligation or liability of the Second Landowner to the extent that it is not satisfied because, under the Custody Agreement or by operation of law, there is a reduction in the extent of the Second Landowner's indemnification from the Trustee or out of the Assets as a result of the Second Landowner's fraud, negligence or breach of duty.

(g) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the Second Landowner under its custody agreement with the Trustee, the parties other than the Second Landowner waive their rights and release the Second Landowner from any personal liability whatsoever, in respect of any Loss or damage which they may suffer as a result of any:

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(i) breach by the Second Landowner of any of its Obligations; or

(ii) non-performance by the Second Landowner of the Obligations, but only to the extent to which the liability cannot be paid or satisfied by the indemnities set out above in clause 7.2(c) in respect of any liability incurred by it.

The parties other than The Second Landowner acknowledge that the whole of this document is subject to this clause.

(h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this document. The parties agree that no act or omission of the Second Landowner (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the Second Landowner for the purposes of clause 7.2(e)(i) to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

(i) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Second Landowner in a way which exposes the Second Landowner to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the Second Landowner for the purposes of clause 7.2(e)(i).

7.3 Limitation of Trustee's Liability

(a) Capacity

The Trustee's liability under this document is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) Limitation

Subject to clause 7.3(d), the liability of the Trustee in respect of any cause of action, Claim or Loss arising:

(i) under or in connection with this document;

(ii) in connection with any transaction, conduct or any other agreement contemplated by this document; or

(iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this document,

(each, a **Trust Claim**) and the right of each party other than the Trustee to recover any amount from the Trustee in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount

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remains outstanding, no further Trust Claim may be made against the Trustee personally in respect of that outstanding amount.

(c) Acknowledgment of limitations

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

(i) subject to clause 7.3(d), bring proceedings against the Trustee in its personal capacity;

(ii) seek to appoint an administrator or liquidator to the Trustee;

(iii) commence the winding-up, dissolution or administration of the Trustee; or

(iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(d) Exception

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee will be personally liable.

8 Limitation of liability for the IBC Trust

The provisions of this clause 8 apply despite anything to the contrary in this document.

8.1 Definitions

In this clause 8:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trust.

(b) **Constitution** means the constitution of the Trust as amended from time to time.

(c) **Custody Agreement** means the IBC Trust Custody Agreement dated 11 May 2005.

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(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Third Landowner under or in respect of this document.

(e) **Tallina** means Tallina Pty Ltd ACN 090 716 895.

(f) **Trust** means the IBC Trust ABN 30 476 081 229.

(g) **Trustee** means the entity from time to time acting in the Trustee's Capacity which on the making of this document is Tallina.

(h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

8.2 Limitation of the Third Landowner's Liability

(a) The Third Landowner enters into this document as custodian for the Trust and in no other capacity.

(b) The parties other than the Third Landowner acknowledge that the Obligations are incurred by the Third Landowner solely in its capacity as custodian of the Assets and that the Third Landowner will cease to have any Obligation under this document if the Third Landowner ceases for any reason to be owner of the Assets.

(c) The Third Landowner will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified or entitled to be indemnified:

(i) by the Trustee; or

(ii) out of the Assets in respect of any liability incurred by it.

(d) The parties other than the Third Landowner may enforce their rights against the Third Landowner arising from non-performance of the Obligations only to the extent of the Third Landowner indemnities referred to in clause 8.2(c).

(e) Subject to clause 8.2(e)(i), if any party other than the Third Landowner does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(i) bringing proceedings against the Third Landowner in its personal capacity; or

(ii) applying to have the Third Landowner wound up or proving in the winding up of the Third Landowner.

(f) The provisions of this clause 8.2 do not apply to any obligation or liability of the Third Landowner to the extent that it is not satisfied because, under the Custody Agreement or by operation of law, there is a reduction in the extent of the Third Landowner's indemnification from the Trustee or out of the Assets as a result of the Third Landowner's fraud, negligence or breach of duty.

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(g) Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the Third Landowner under its custody agreement with the Trustee, the parties other than the Third Landowner waive their rights and release the Third Landowner from any personal liability whatsoever, in respect of any Loss or damage which they may suffer as a result of any:

(i) breach by the Third Landowner of any of its Obligations; or

(ii) non-performance by the Third Landowner of the Obligations but only to the extent to which the liability cannot be paid or satisfied by the indemnities set out above in clause 8.2(c) in respect of any liability incurred by it.

The parties other than The Third Landowner acknowledge that the whole of this document is subject to this clause.

(h) The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this document. The parties agree that no act or omission of the Third Landowner (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the Third Landowner for the purposes of clause 8.2(e)(i) to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

(i) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Third Landowner in a way which exposes the Third Landowner to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the Third Landowner for the purposes of clause 8.2(e)(i).

8.3 Limitation of Trustee's Liability

(a) Capacity

The Trustee's liability under this document is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) Limitation

Subject to clause 8.3(d), the liability of the Trustee in respect of any cause of action, Claim or Loss arising:

(i) under or in connection with this document;

(ii) in connection with any transaction, conduct or any other agreement contemplated by this document; or

(iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this document,

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(each, a **Trust Claim**) and the right of each party other than the Trustee to recover any amount from the Trustee in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally in respect of the outstanding amount.

(c) Acknowledgment of limitations

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

(i) subject to clause 8.3(d), bring proceedings against the Trustee in its personal capacity;

(ii) seek to appoint an administrator or liquidator to the Trustee;

(iii) commence the winding-up, dissolution or administration of the Trustee; or

(iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(d) Exception

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee will be personally liable.

9 Trustee's representations and warranties

9.1 Definitions

In this clause 9:

(a) **Assets** includes all assets, property and rights, real and personal, of any value whatsoever, of the Trusts.

(b) **Beneficiaries** means the beneficiaries of the Trusts.

(c) **Custody Agreements** means the following:

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(i) the IBC Trust Custody Agreement dated11 May 2005;

(ii) the Hill Road Trust Custody Agreement dated 30 October 2002; and

(iii) the Carter Street Custody Agreement dated 11 February 2002.

(d) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the First Landowner, the Second Landowner and the Third Landowner under or in respect of this document.

(e) **Trusts** means the Carter Street Trust ABN 12 909 843 665, the Hill Road Trust ABN 54 244 152 320 and the IBC Trust 30 476 081 229.

(f) **Trust Deeds** means:

(i) the IBC Trust Constitution dated 11 May 2005 between the Trustee and the relevant unit holders;

(ii) the Hill Road Trust Constitution dated 30 October 2002 between the Trustee and the relevant unit holders; and

(iii) the Carter Street Trust Constitution dated 11 February 2002 between the Trustee and the relevant unit holders.

(g) **Trustee** means the entity from time to time acting in the Trustee's Capacity, which on the making of this document is Tallina.

(h) **Trustee's Capacity** means the capacity in which the Trustee enters into this document, being as trustee of the Trust.

(i) **Trustee Documents** means this document and any documents created under or in connection with this document.

9.2 The Trustee's representations and warranties

The Trustee represents and warrants to the Minister that:

(a) **powers of Trustee and custodian:**

(i) the Trustee has power as trustee of the Trusts to execute the Trustee Documents; and

(ii) each Landowner has power as custodian of the relevant Trusts to execute the Trustee Documents;

(b) **due performance:** in executing the Trustee Documents, the Trustee and its representatives have properly performed their obligations to the Beneficiaries;

(c) **Trustee action taken:** all necessary action required by the Trust Deeds and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with the Trustee's obligations under, the Trustee Documents has been taken;

(d) **custodian action taken:** all necessary action required by the Trust Deeds and the Custody Agreement to authorise the unconditional

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execution and delivery of, and compliance with each of the Landowner's obligations under, the Trustee Documents has been taken;

(e) **Trustee instructions** the Trustee will give all necessary instructions to all Landowners to enable the Landowners to execute and deliver, and comply with all of their obligations under, the Trustee Documents;

(f) **sole Trustee and custodian:**

(i) the Trustee is the only trustee of the Trusts; and

(ii) the Landowners are the only custodians of the relevant Trusts;

(g) **no removal of Trustee:** no action has been taken to remove the Trustee as trustee of the Trusts or to appoint an additional trustee of the Trusts;

(h) **no removal of custodian:** no action has been taken to remove any or all of the Landowners as custodians of the relevant Trusts or to appoint any additional custodian of the relevant Trusts;

(i) **Trustee's right of indemnity:**

(i) the Trustee has a right to be fully indemnified out of the Assets;

(ii) the Trustee has not released or disposed of the Trustee's equitable lien over the Assets which secures that indemnity;

(iii) the Trustee has not committed any breach of trust or done or omitted to do anything which has prejudiced or limited its rights of indemnity or equitable lien; and

(iv) the Assets are sufficient to satisfy that indemnity;

(j) **custodian's right of indemnity:**

(i) each Landowner has a right to be fully indemnified from the Assets and by the Trustee for all liabilities under the Trustee Documents;

(ii) the Landowners have not released or disposed of the Landowners' equitable lien over the Assets which secures that indemnity;

(iii) the Landowners have not committed any breach of the Custody Agreement or done or omitted to do anything which has prejudiced or limited their rights of indemnity or equitable lien; and

(iv) the Assets are sufficient to satisfy that indemnity;

(k) **no default:**

(i) the Trustee has not defaulted in the performance and observance of its obligations as trustee of the Trusts; and

(ii) so far as the Trustee is aware, the Landowners have not defaulted in the performance and observance of their obligations as custodians of the Trusts or under the Custody Agreement so far as the Trustee is aware, the Landowners have not defaulted in the performance and observance of their obligations as custodians of the Trusts or under the Custody Agreement;

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(l) **Trusts or Custody Agreement not terminated:** no action has been taken or, so far as the Trustee is aware, is contemplated to terminate the Trusts or the Custody Agreement;

(m) **full disclosure:** the Trustee has disclosed to the Minister full particulars of the Trusts, the Custody Agreement and any other trust or fiduciary relationship affecting the Assets and, without limitation, has given to the Minister copies of any instruments creating or evidencing the Trusts and the Custody Agreement;

(n) **Trusts duly constituted:** the Trusts are duly constituted and are not void, voidable or otherwise unenforceable;

(o) **custodian duly appointed:** each Landowner has been duly appointed as custodian of the relevant Trusts;

(p) **capacity of Trustee:** the Trustee:

(i) is duly incorporated in accordance with the laws of its place of incorporation as stated in this document, validly exists under those laws and has the capacity to sue and be sued in its own name, to own property and to act as trustee of the Trusts; and

(ii) is not insolvent.

9.3 Trustee's additional obligations

(a) The Trustee must:

(i) ensure the Assets are not mixed with any other property;

(ii) comply with the Trustee's obligations as trustee of the Trusts;

(iii) not release, dispose of or otherwise prejudice the Trustee's right of indemnity against, and equitable lien over, the Assets and the Trustee's right of indemnity (if any) against the Beneficiaries;

(iv) at the Minister's request, exercise the Trustee's right of indemnity against, and equitable lien over, the Assets and the Trustee's right of indemnity (if any) against the Beneficiaries; and

(v) not, without obtaining the Minister's prior written approval:

(A) terminate any or all of the Trusts;

(B) resettle the Assets; or

(C) vary the terms of the Trust if to do so would adversely affect the Trustee's right of indemnity against, or equitable lien over, the Assets or the Trustee's right of indemnity (if any) against the Beneficiaries.

(b) The Trustee covenants that it will not retire or be replaced as trustee of any or all of the Trusts unless:

(i) another entity has been appointed in its place for the relevant Trusts;

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(ii) the new entity agrees to be bound by the Trustee Documents, the Trust Deeds and the Custody Agreements (as applicable) as trustee for the relevant parcel of Land; and

(iii) unless the new entity is a Developer-Related Entity, the Trustee obtains the Minister's prior written consent, which must not be unreasonably withheld, to the appointment of the new entity.

9.4 The Landowners' representations and warranties

Each Landowner represents and warrants to the Minister that:

(a) **custodian's power:** the Landowner has power as custodian of the relevant Trusts to execute the Trustee Documents;

(b) **due performance:** in executing the Trustee Documents, the Landowner and its representatives have properly performed their obligations to the Beneficiaries and Trustee;

(c) **custodian action taken:** all necessary action required by the Trust Deeds and the Custody Agreement to authorise the unconditional execution and delivery of, and compliance with the Landowner's obligations under, the Trustee Documents has been taken;

(d) **no removal of custodian:** so far as the Landowner is aware, no action has been taken to remove the Landowner as custodian of the relevant Trusts or to appoint an additional custodian of the relevant Trusts;

(e) **custodian duly appointed:** each Landowner has been duly appointed as custodian of the relevant Trusts;

(f) **capacity of custodian:** the Landowner:

(i) is duly incorporated in accordance with the laws of its place of incorporation as stated in this document, validly exists under those laws and has the capacity to sue and be sued in its own name, to own property and to act as custodian of the Trusts; and

(ii) is not insolvent.

9.5 The Landowners' additional obligations

(a) Each Landowner must:

(i) ensure the Assets are not mixed with any other property;

(ii) comply with the its obligations under the Custody Agreements as custodian of the relevant Trusts;

(iii) not release, dispose of or otherwise prejudice the Landowner's right of indemnity against, and equitable lien over, the Assets and the Landowner's right of indemnity (if any) against the Beneficiaries;

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(iv) at the Minister's request, exercise the Landowner's right of indemnity against, and equitable lien over, the Assets and the Landowner's right of indemnity (if any) against the Beneficiaries;

(b) Each Landowner covenants that it will not retire or be replaced (and each Trustee covenants that it will not remove the Landowner or cause the Landowner to retire) as custodian of any or all of the Trusts unless:

(i) another entity has been appointed in its place for the relevant Trusts; and

(ii) the new entity agrees to be bound by the Trustee Documents, the Trust Deeds and the Custody Agreements (as applicable) as Landowner for the relevant parcel of Land.

(c) No Landowner may take any action to amend the Trust Deeds or the Custody Agreements without the prior written consent of the Minister, acting reasonably.

9.6 Non-merger

This **clause 9** does not merge on the completion, rescission or other termination of this document or on the provision of any Development Contributions under this document.

10 GST

10.1 Construction

In this clause 10:

(a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and

(b) references to GST payable and input tax credit entitlements include:

(i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and

(ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

10.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

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10.3 Payment of GST

If GST is payable on any supply made by:

(a) a party; or

(b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

10.4 Timing of GST payment

The amount referred to in clause 10.3 must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

10.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under clause 10.3.

10.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under clause 10.3 will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

10.7 Reimbursements

(a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.

(b) This clause 10.7 does not limit the application of clause 10.3, if appropriate, to the Reimbursable Expense as reduced in accordance with clause 10.7(a).

10.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

(a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and

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(b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

10.9 No merger

This clause 10 does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

11 Stamp duty and costs

The Developer, [insert relevant transferor Land Owner(s) and Trustee(s)] and the New Party are jointly and severally responsible for the Minister's legal costs incidental to the negotiation, preparation and execution of this document.

12 Further acts

(a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this document.

(b) This document binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

13 Amendment

This document may only be varied or replaced by a document executed by the parties.

14 Governing law and jurisdiction

(a) This document and the transactions contemplated by this document are governed by and are to be construed in accordance with the laws applicable in New South Wales.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

15 Counterparts

This document may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

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16 General

16.1 Construction

Unless expressed to the contrary, in this document:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) 'includes' means includes without limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;

(f) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

(g) Capitalised terms not defined in this document have the meanings given to them in the Planning Agreement.

16.2 Headings

Headings do not affect the interpretation of this document.

16.3 Effect of execution

This document is not binding on any party unless it or a counterpart has been duly executed by each party.

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Execution

Executed as a deed/agreement.

Minister

Signed, sealed and delivered by **The Minister for Planning** in the presence of:)

.....	.....
Signature of Witness	Signature of Minister
.....	.....
Name of Witness	Name of Minister

Developer

Signed sealed and delivered for and on behalf of **Goodman Property Services (Aust) Pty Limited** by its attorney under power of attorney Book.....No....who states that no notice of revocation of the power of attorney has been received in the presence of:

_____

Signature of witness

_____

Name of witness (BLOCK LETTERS)

_____

Address of witness

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First Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the Carter Street Trust** by its attorney under power of attorney Book.....No....who states that no notice of revocation of the power of attorney has been received in the presence of:

_____

_____
Signature of witness

Attorney

_____
Name of witness (BLOCK LETTERS)

Name of Attorney (print)

_____
Address of witness

Second Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the Hill Road Trust** by its attorney under power of attorney Book.....No....who states that no notice of revocation of the power of attorney has been received in the presence of:

_____

_____
Signature of witness

Attorney

_____
Name of witness (BLOCK LETTERS)

Name of Attorney (print)

_____
Address of witness

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Third Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the IBC Trust** by its attorney under power of attorney Book.....No...who states that no notice of revocation of the power of attorney has been received in the presence of:

_____

Signature of witness

_____

Name of witness (BLOCK LETTERS)

_____

Address of witness

_____

Attorney

_____

Name of Attorney (print)
Attorney

Trustees

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the Carter Street Trust** by its attorney under power of attorney Book.....No...who states that no notice of revocation of the power of attorney has been received in the presence of:

_____

Signature of witness

_____

Name of witness (BLOCK LETTERS)

_____

Address of witness

_____

Attorney

_____

Name of Attorney (print)

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Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the Hill Road Trust** by its attorney under power of attorney Book.....No...who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Attorney

Name of Attorney (print)

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the IBC Trust** by its attorney under power of attorney Book.....No...who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Attorney

Name of Attorney (print)
Attorney

New Party

Executed by **[Insert company name and ABN]**:)
)
)

.....
Company Secretary/Director

.....
Name of Company Secretary/Director (print)

.....
Director

.....
Name of Director (print)

sign here

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Annexure B

Plan

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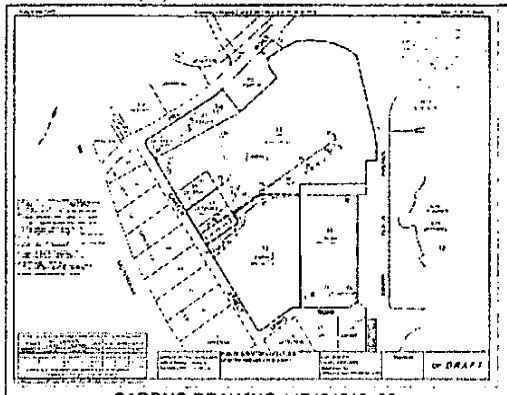
Annexure C

Education Land

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 6 sheets



CARDNO DRAWING 117424513_02

SEE SHEET 6

SEE SHEET 5

LOT 131
10016m²

LOT 130
116133m²

SEE SHEET 2

SEE SHEET 4

LOT 132
10120m²

SEE SHEET 3

1. THE EXTENTS & AREAS OF LOT 131 & 132 HAVE BEEN ADOPTED FROM CARDNO DRAWING 117424506_07
2. THE EXTENTS OF LOTS 131 & 132 ARE SUBJECT TO CONFIRMATION

Surveyor: MATTHEW WILLIAM CLEARY Date of Survey: . Surveyor's Ref: 117424518_01	PLAN OF SUBDIVISION OF PROPOSED LOT 13 (REFER TO PROPOSED LOT 13 IN CARDNO DRAWING 117424513_02)	LGA: AUBURN Locality: LIDCOMBE Subdivision No: Lengths are in metres. Reduction Ratio 1:1250	Registered:	DP DRAFT

DRAWING 117424518_01 - 18/9/2015 - IMPORT LOT 132 AND AMEND AREA TO AGREE WITH 117424506_07

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1. THE EXTENTS & AREAS OF LOT 131 & 132 HAVE BEEN ADOPTED FROM CARDNO DRAWING 117424506_07
2. THE EXTENTS OF LOTS 131 & 132 ARE SUBJECT TO CONFIRMATION

DRAFT SUBDIVISION ONLY

LOT 131
10016m²

LOT 130
116133m²

LOT 132
10120m

Surveyor: MATTHEW WILLIAM CLEARY Date of Survey: . Surveyor's Ref: 117424518_01	PLAN OF SUBDIVISION OF PROPOSED LOT 13 (REFER TO PROPOSED LOT 13 IN CARDNO DRAWING 117424517_00)	LGA: AUBURN Locality: LIDCOMBE Subdivision No: Lengths are in metres. Reduction Ratio 1:1250	Registered:	DP DRAFT

FROM BOUNDARY LINE BETWEEN

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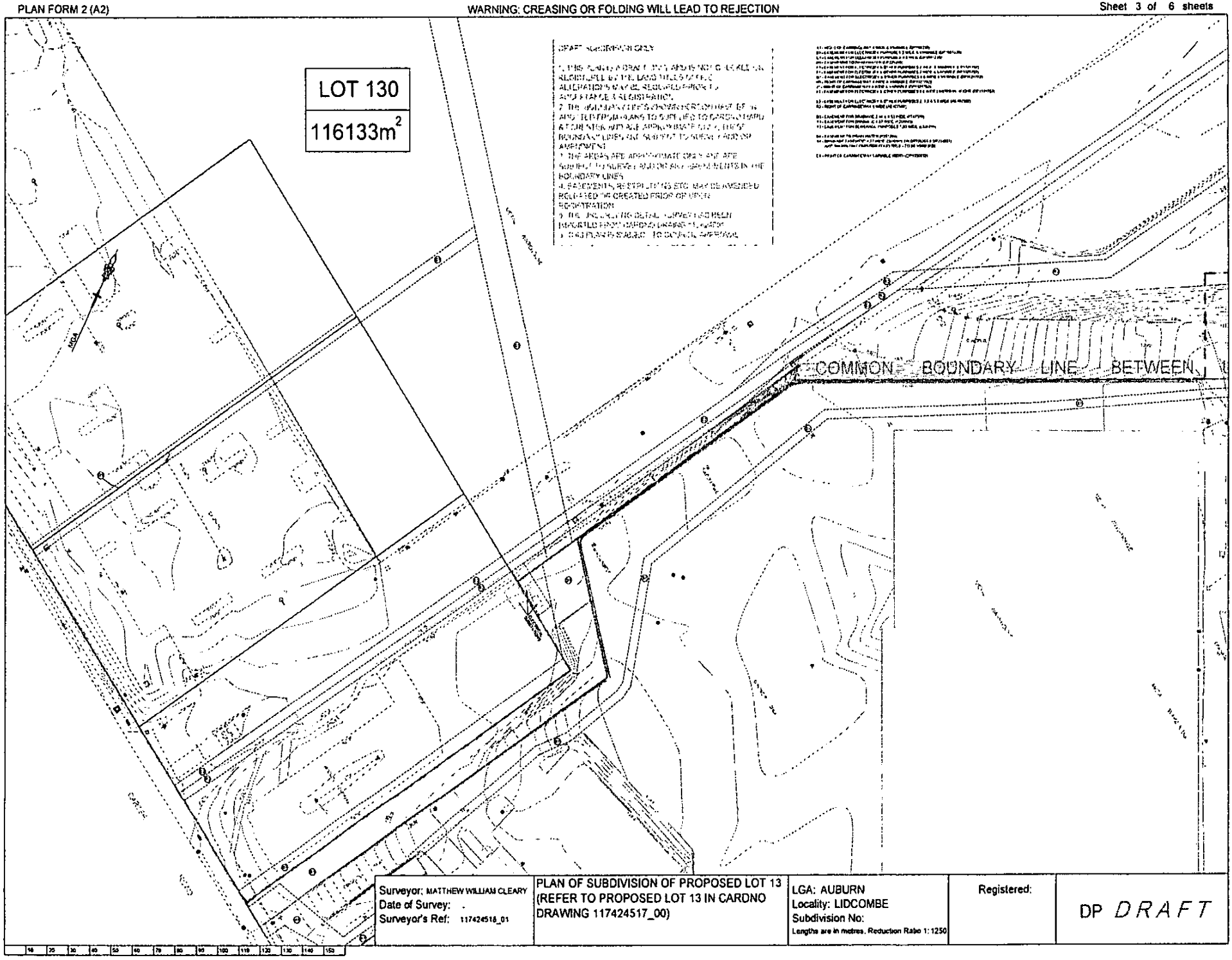
PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 3 of 6 sheets



Surveyor: MATTHEW WILLIAM CLEARY Date of Survey: . Surveyor's Ref: 117424518_01	PLAN OF SUBDIVISION OF PROPOSED LOT 13 (REFER TO PROPOSED LOT 13 IN CARDNO DRAWING 117424517_00)	LGA: AUBURN Locality: LIDCOMBE Subdivision No: Lengths are in metres. Reduction Ratio 1: 1250	Registered:	DP DRAFT

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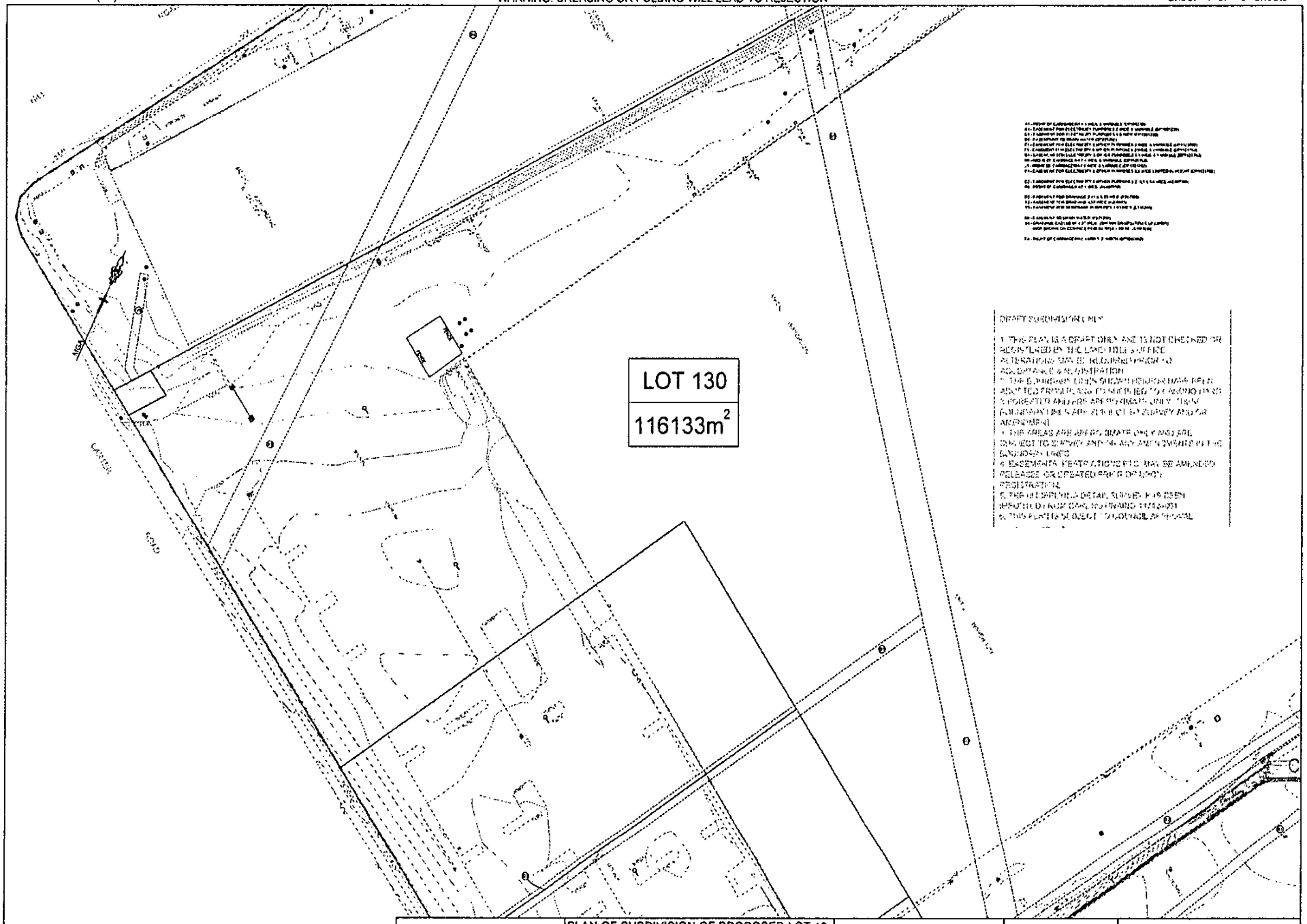

Surveyor: MATTHEW WILLIAM CLEARY Date of Survey: . Surveyor's Ref: 117424518_01	PLAN OF SUBDIVISION OF PROPOSED LOT 13 (REFER TO PROPOSED LOT 13 IN CARDNO DRAWING 117424517_00)	LGA: AUBURN Locality: LIDCOMBE Subdivision No: Lengths are in metres. Reduction Ratio 1:1250	Registered:	DP DRAFT

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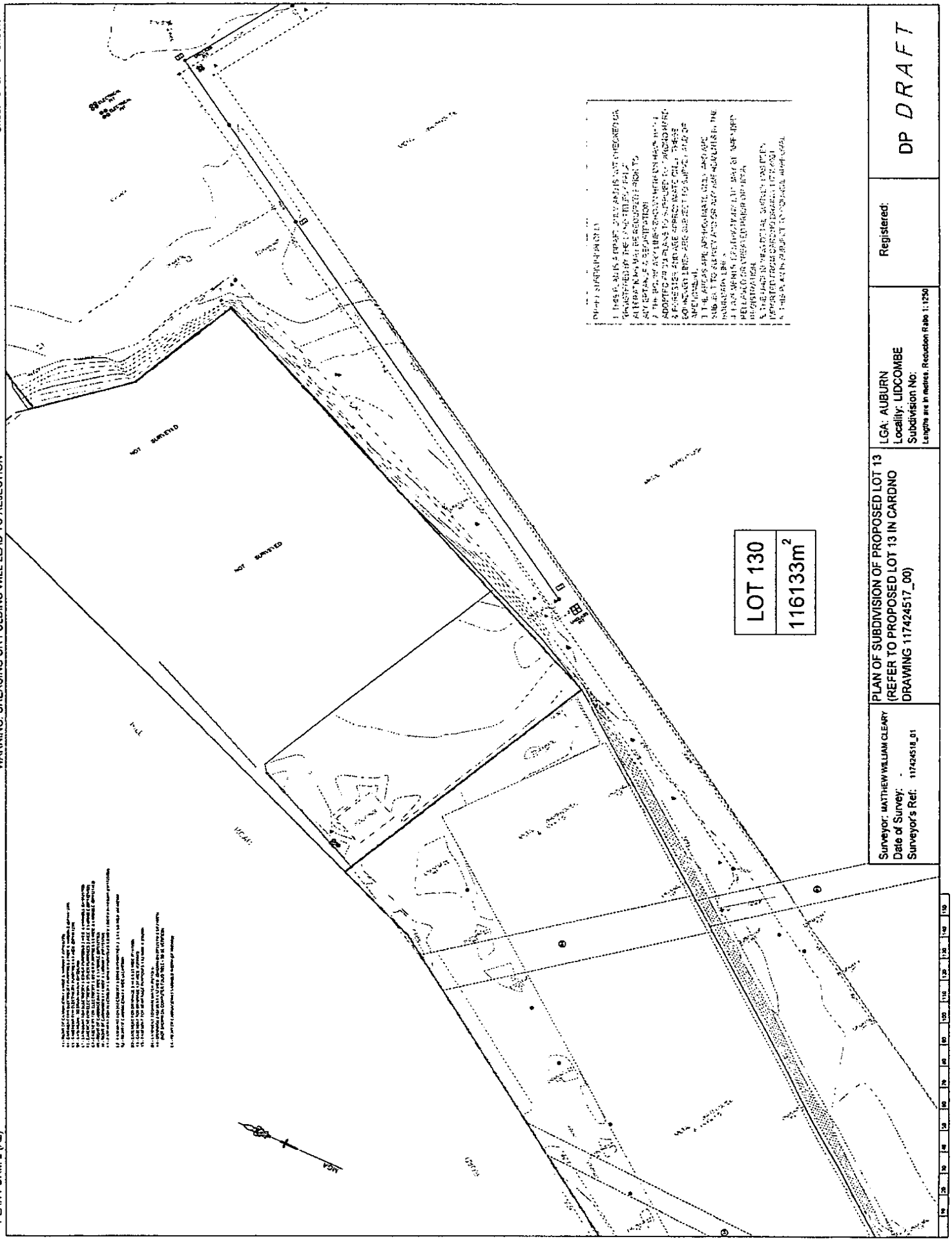

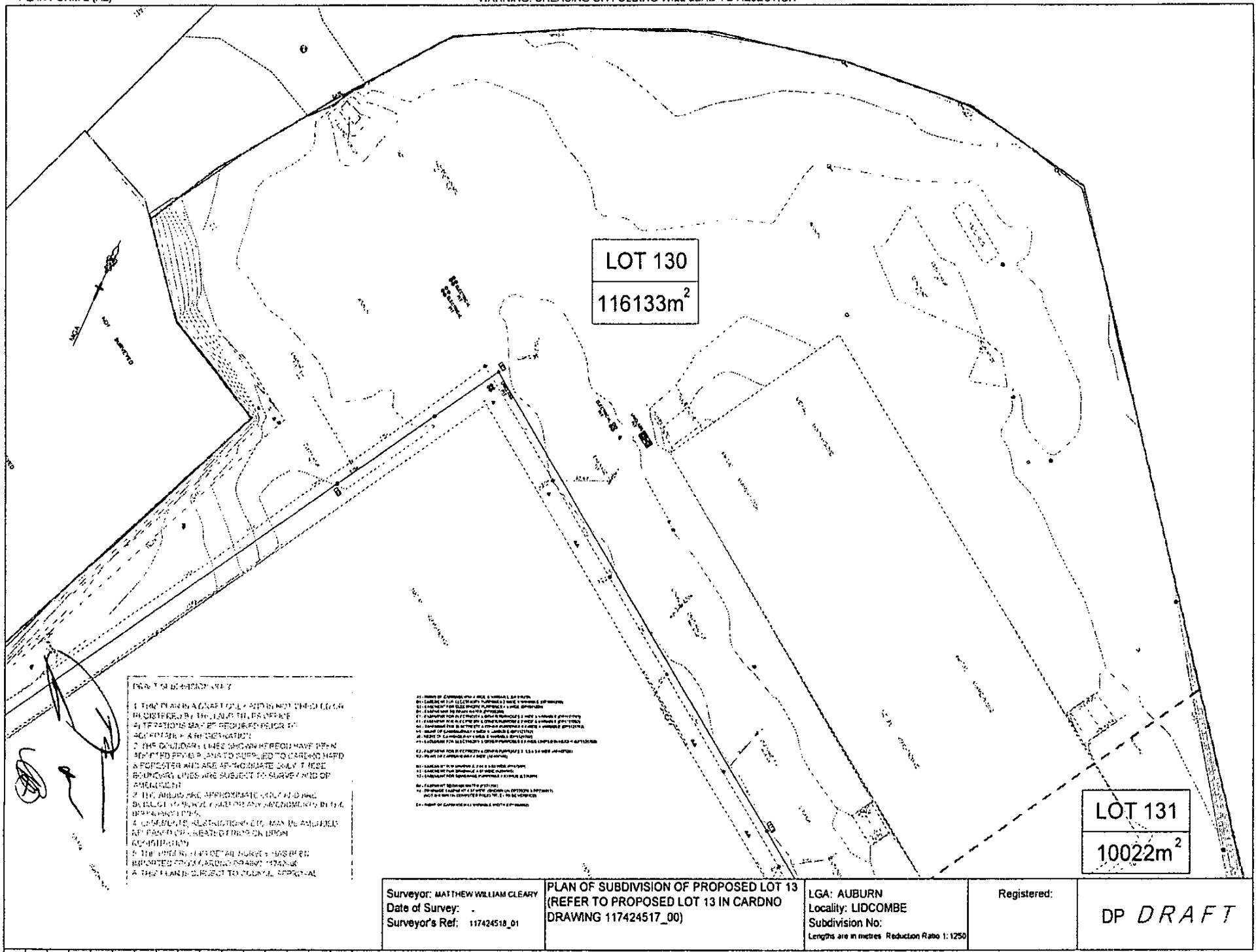

Surveyor: MATTHEW WILLIAM CLEARY Date of Survey: . Surveyor's Ref: 117424518_01	PLAN OF SUBDIVISION OF PROPOSED LOT 13 (REFER TO PROPOSED LOT 13 IN CARDNO DRAWING 117424517_00)	LGA: AUBURN Locality: LIDCOMBE Subdivision No: Lengths are in metres Reduction Ratio 1:1250	Registered:	DP DRAFT

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Annexure D

Form of Bank Guarantee

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FORM OF BANK GUARANTEE

Date: [Insert Date]

TO: [Note: Insert Name and Address of Beneficiary]

Dear Sirs

Bank Guarantee

NAME OF LENDER (the "**Lender**") has pleasure in detailing the particulars of our Bank Guarantee issued in your favour.

1. At the request of **[***] (the "**Account Party**") and in consideration of [*] (the "**Beneficiary**") accepting this Bank Guarantee in relation to [Note: Insert Details of transaction supported by Bank Guarantee] (the "**Secured Transaction**"), the Lender unconditionally undertakes to pay any sum or sums which may from time to time be demanded under this Bank Guarantee by the Beneficiary to a maximum total sum of A$[*].

2. This Bank Guarantee is to continue until the first to occur of:

   (a) its return to the Lender; or

   (b) payment at any time to the Beneficiary by the Lender of the maximum amount available under this Bank Guarantee.

3. If the Lender receives a written demand at its office at [ADDRESS OF LENDER] no later than 5pm on the Expiry Date and the demand:

   (a) purports to be signed on behalf of the Beneficiary;

   (b) demands payment of all or any part of that sum; and

   (c) is accompanied by a declaration complying with Clause 4,

   the Lender will pay to the Beneficiary within [*] Business Days of demand, the amount demanded without further reference to the Account Party and despite any notice to the contrary from the Account Party.

4. A declaration accompanying a demand under this Bank Guarantee must state that:

   (a) the declarants are 2 officers of the Beneficiary, making the declaration on behalf of the Beneficiary;

   (b) the declarants have authority to make the declaration on behalf of the Beneficiary;

   (c) the declaration is made under the Bank Guarantee dated [*];

   (d) the amount claimed is not more than the maximum amount available under this Bank Guarantee;

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(e) the amount claimed represents an amount or amounts remaining unpaid to the Beneficiary in respect of the Secured Transaction; [and

(f) demand for payment of that amount has been made by the Beneficiary on the Account Party and the demand remains unsatisfied].

5. This Bank Guarantee is governed by the laws of New South Wales.

6. This Bank Guarantee may not be assigned without prior written consent of the Lender.

Executed in [*].
On behalf of ***NAME OF LENDER***:

Authorised Officer	Authorised Officer
Print Name	Print Name

13817105/2

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Annexure E

Form of Caveat

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Form: 08X
Edition: 1309
Licence: 04-08-443
Licensee: Corrs Chambers Westgarth

CAVEAT

Prohibiting Recording of a Dealing or Plan or Granting of a Possessory Application
New South Wales
Section 74F Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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.

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

If the claim relates to less than the whole of the land in the Torrens Title, a description of the part or premises affected, consistent with the claim set out on page 2 of this form and in the terms specified by Schedule 4 of the current Real Property Regulation, is required.

Folio identifiers 16/225350, 17/225350, 18/225350, 19/225350, 23/225350, 24/225350, 25/225350, 26/225350, 27/225350, 28/225350, 2/234801 and 301/541070

(B) **REGISTERED DEALING**

Number	Torrens Title

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference (optional):	CODE X

(D) **REGISTERED PROPRIETOR**

Show only the registered proprietor(s) against whom the claim is made: insert the full name and address

The Trust Company Limited
C/- Goodman Property Services (Aust) Pty Limited
Level 17, 60 Castlereagh Street
Sydney NSW
Postcode: 2000

(E) **CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate)

The Minister for Planning
Department of Planning and Environment
23-33 Bridge Street
Sydney NSW
Postcode: 2000

(F) **NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

IMPORTANT NOTE: The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: Louise Camenzuli
Street Address: Corrs Chambers Westgarth
Level 17, 8 Chifley
8-12 Chifley Square
Sydney NSW
NSW postcode: 2000

Document Exchange Box in NSW (additional):

(G) **ACTION PROHIBITED**

List by number only the items in Schedule 2 prohibited by this caveat
1, 2, 5 and 7

(H) The caveator claims to be entitled to the estate or interest specified in Schedule 1 in the above land/registered dealing by virtue of the instrument/facts set out in that schedule and prohibits the Registrar General from taking, with respect to the land/registered dealing, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

13746979/1

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WARNING: care should be exercised in completing a caveat form. An insupportable caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the land/registered dealing		
Legal interest		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Planning agreement	[ ]	The Minister for Planning Goodman Property Services (Aust) Pty Limited The Trust Company Limited Tallina Pty Ltd
By virtue of the facts stated below		
By virtue of the charge over the whole of the land granted by The Trust Company Limited to the Minister for Planning in the above planning agreement		

(J) **SCHEDULE 2 Action prohibited by this caveat**

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan[1] No.
4. The granting of any possessory application[2] with respect to the land in the Torrens Title referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the restrictive covenant/easement created by dealing/deposited plan No. .
7. The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION[3]**

I Louise Camenzuli solemnly and sincerely declare that-

1. To the best of my knowledge, information and belief
   (a) the caveator has a good and valid claim to the estate or interest set out in Schedule 1
   (b) the address specified at (D) as the address of the registered proprietor is the correct address.
2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor/possessory applicant.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the State of NSW on in the presence of-

☐ Justice of the Peace (J.P. Number:) ☐ Practising Solicitor

☐ Other qualified witness Solicitor,

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have confirmed the person's identity using an identification document and the document I relied on was:

Signature of witness: _____ Signature of declarant: _____

Capacity of declarant if other than the caveator: _____

1 A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
2 An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900
3 As the services of qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. **If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
4 Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

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NSW GOVERNMENT | Planning & Environment

FILM WITH AK735188 27a

By hand delivery

16/11035

The Deputy Registrar
NSW Land and Property Information
1 Prince Albert Road
Queens Square
Sydney NSW 2000

Dear Sir/Madam

Re: Consent to withdrawal of Caveat upon registration of Planning Agreement Property: Folio identifiers 11/1217641 and 12/1217641 (formerly folio identifiers 25/225350 and 2/234801)

The Minister for Planning (**Minister**) is the caveator in relation to caveat AJ992599 (**Caveat**).

The Caveat is registered on title to the above Property and neighbouring land.

The Caveat has been registered to protect the Minister's interests under the Planning Agreement between the Minister, Goodman Property Services (Aust) Pty Limited, the Trust Company Limited and Tallina Pty Ltd dated 18 November 2015 (**Planning Agreement**), until such time as the Planning Agreement is registered on title to the relevant land.

The Minister hereby provides its consent, as caveator under the Caveat, to:

(a) registration of the Planning Agreement on title to the above Property; and

(b) following registration of the Planning Agreement, withdrawal of the Caveat from title to the above Property only.

This consent does not affect the Minister's rights under the Caveat in relation to land other than the Property. With the exception of the Property, the Caveat is to remain registered on title to all land to which it relates.

Yours faithfully

Brendan Nelson 23/8/16.
Deputy Secretary
Growth, Design and Programs
(as delegate of the Minister)

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FILM WITH
AK 735188

CONSENT TO REGISTRATION OF PLANNING AGREEMENT

Toll Transport Pty Ltd ACN 006 604 191, as lessee of the Warehouse known as the Toll In2store Facility and Commercial Building A (excluding the display suite on the lower ground floor and the car park) under lease registration number AE803580 affecting folio identifier 25/225350, consents to the registration of the Planning Agreement dated 18 November 2015 between the Minister for Planning, Goodman Property Services (Aust) Pty Limited, The Trust Company Limited as custodian for the Carter Street Trust, The Trust Company Limited as custodian for the IBC Trust, The Trust Company Limited as custodian for the Hill Road Trust, Tallina Pty Limited as custodian for the Carter Street Trust, Tallina Pty Limited as custodian for the IBC Trust and Tallina Pty Limited as custodian for the Hill Road Trust.

Dated:

Certified correct for the purposes of the Real Property Act 1900.

Executed by **Toll Transport Pty Limited**)
ACN 006 604 191 in accordance with s127)
of the *Corporations Act 2001* (Cth))

.....	.....
Company Secretary/Director	Director
Bernard Basil MCINERNEY	David Charles JACKSON
Director	Director
Name of Company Secretary/Director (print)	Name of Director (print)

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FILM WITH
AK 735188

CONSENT TO REGISTRATION OF VOLUNTARY PLANNING INSTRUMENT

EnergyAustralia ABN 67 505 337 385, as lessee of Substation Premises No 35058 under lease registration number AD571302 affecting folio identifier 25/225350, consents to the registration of the attached Voluntary Planning Agreement.

Dated:

Certified correct for the purposes of the Real Property Act 1900.

Executed by ~~Energy Australia~~ ABN 67 505 337 385 by its authorised officer:

Authorised officer

Michael McHugh

Name of authorised officer
(BLOCK LETTERS)

Manager - Property & Fleet

Witness

INGRID BLUME

Name of witness
(BLOCK LETTERS)

570 GEORGE STREET
SYDNEY NSW 2000

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Form: 13PC
Edition: 1111

POSITIVE COVENA

New South Wales
Section 88E(3) Conveyancing Act 1

AN839762Q

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**

11/1217641

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
390G	SPECTRUM CLIENT SOLUTIONS 131493N Reference (optional): JQZ - Thomp Geer	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
JQZ TEN PTY LIMITED ACN 606 576 274

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
MORTGAGE	AN386793	Commonwealth Bank of Australia ABN 48123123124
	AN386794	PA Enhanced Opportunity III Limited ARBN 615085615

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF PARRAMATTA COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 27 / 9 / 18
dd / mm / yyyy

(G) **Execution by the prescribed authority**

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note* below].

Signature of witness: SEE ANNEXURE FOR SIGNATURES
Name of witness: EVA COSENTINO
Address of witness: 126 CHURCH STREET PARRAMATTA

Signature of authorised officer:
Name of authorised officer: MARK LEOTTA
Position of authorised officer: ACTING DIRECTOR - STRATEGIC OUTCOMES & DEVELOPMENT

(G) **Execution by the registered proprietor**

I certify that I am an eligible witness and that the registered proprietor of the land signed this dealing in my presence. [See note* below].

Signature of witness:
Name of witness: SEE ANNEXURE FOR SIGNATURES
Address of witness:

Signature of registered proprietor:

(H) **Consent of the lessee/mortgagee/chargee** SEE ANNEXURE FOR SIGNATURES

The lessee / mortgagee / chargee under lease / mortgage / charge No. ....., agrees to be bound by this positive covenant.

I certify that I am an eligible witness and the above lessee/mortgagee/chargee signed this dealing in my presence. [See note* below].

Signature of witness: .....
Name of witness: .....
Address of witness: .....

Signature of lessee / mortgagee / chargee: .....

* *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

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Annexure 'A'

Definitions and interpretations

1.1 Definitions

Unless the context otherwise requires:

Act means the Sydney Olympic Park Authority Act 2001 (NSW).

Event means any cultural, sporting, educational, commercial, tourist, recreational or entertainment activity or any other activity which SOPA may promote, co-ordinate, organise, manage, undertake, secure, provide or conduct in the exercise of its functions under the Act from time to time.

Land means **Lot 11 in DP1217641.**

Owner means every person at any time entitled to an estate or interest in the Land, including:

(a) any freehold or leasehold estate or interest in possession in the Land; and

(b) any interest as the registered proprietor, lessee or occupier of a lot in a community scheme under the Community Land Management Act 1989 (NSW) or strata scheme under the Strata Schemes (Freehold Development) Act 1973 (NSW) within which scheme the Land is a common property lot or community property Lot.

SOPA means Sydney Olympic Park Authority and:

(a) any person appointed to replace or administer it or to carry out its functions; and

(b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

Sydney Olympic Park has the meaning it bears in the Act.

1.2 Interpretation

Unless the contrary intention appears:

(a) a reference to this public positive covenant or another instrument includes any variation or replacement of them;

(b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;

(c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(d) the singular includes the plural and vice versa;

(e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

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(g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(h) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(i) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2. Obligations of the Owner

2.1 Acknowledgement and agreement to be bound

Each Owner:

(a) acknowledges that the use of Sydney Olympic Park by the Prescribed Authority in the exercise of its statutory functions in relation to Events may affect the Owner's use and enjoyment of the Land (or, if the Land is a community property lot or common property lot, the Owner's use and enjoyment of any land in which Owner has an interest within the community scheme or strata scheme of which that community property lot or common property lot forms part), including affectations caused by the matters referred to in clauses 2.2, 2.3 and 2.4; and

(b) agrees to be bound by the terms of this positive covenant in favour of the Prescribed Authority.

2.2 Noise and lighting

(a) During any Event (including during preparation for, and dismantling and removal of facilities and equipment and rubbish after, an Event) noise levels (including noise caused by crowds, amplified music and voices, broadcast announcements, alarms, sirens, pyrotechnic displays, helicopters, security patrols, traffic and animals) may exceed legal requirements and occur at times normally subject to noise restrictions.

(b) Events may be illuminated by, or may incorporate the use of, normal lighting or high intensity lighting including floodlighting, spotlighting, laser lighting and other forms of illumination.

(c) Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above noise or lighting.

2.3 Vehicle and pedestrian access

During and for designated periods before and after an Event, Event traffic management may result in:

(a) access being available only by designated routes; and

(b) temporary closures to roads within Sydney Olympic Park and surrounding roads, and traffic delays; and

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(c) parking restrictions on areas available for public parking; and

(d) changes to or suspension of normal public transport services to Sydney Olympic Park.

Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above restrictions on vehicle or pedestrian access provided that pedestrian and vehicular access remains available at all times to the Land via an accessible route.

2.4 Security

If security is required for an Event:

(a) security checks of persons and vehicles may be required for access to any area within Sydney Olympic Park designated by the Prescribed Authority as a secure area for the purposes of the Event; and

(b) searches of vehicles, persons and goods may be undertaken on every entry into any designated secure area; and

(c) access to designated secure areas may only be available to persons accredited in relation to the Event.

Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from implementation by any person of any of the above security measures.

3. Rights and powers of Prescribed Authority

The rights and powers of the Prescribed Authority under this public positive covenant are in addition to and not in substitution for the rights and powers of the Prescribed Authority under Part 6 Division 4 of the Conveyancing Act, 1919.

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Executed by **JQZ Ten Pty Limited**
ABN: 12 913 727 237 pursuant to
Section 127 of the Corporations Act, 2001

Jian Qiu Zhang,

Sole Director/Secretary

Signature of witness

YI ZHOU

Name of witness (BLOCK LETTERS)

Retail 24 & 25, 1 Nipper St
Homebush NSW 2140

Address of witness

Executed by Stephen Nicholas
as attorney for Commonwealth Bank of Australia
ABN: 48 123 123 124 under Power of Attorney
registered Book 4548 No 494
in the presence of:

Signature of attorney

By executing this document the attorney states that he has not received notice of revocation of the Power of Attorney.

KBraley

Signature of witness

KATE BRALEY

Name of witness (BLOCK LETTERS)

201 Sussex Street, Sydney 2000

Address of witness

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Executed by the Mortgagee:

Executed by Stuart Peter Dixon-Smith
as attorney for PA Enhanced Opportunity
III Limited under Power of Attorney
registered Book 4748 No 763
in the presence of:

Signature of witness

Jennifer McCosker
Name of witness

Level 61, 1 Farrer Place, Sydney NSW 2000
Address of witness

Signature of Attorney
By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney

The City of Parramatta Council by its authorised delegate pursuant to s.377 of Local Government Act 1993:

.....
Signature of Delegate

MARK LEOTTA
.....
Name of Delegate (print)

ACTING DIRECTOR - STRATEGIC OUTCOMES & DEVELOPMENT
.....
Position of Delegate (print)

I certify that I am an eligible witness and that the delegate signed in my presence

.....
Signature of Witness

EVA COSENTINO
.....
Name of Witness (print)

126 CHURCH ST PARRAMATTA
.....
Address of Witness (print)

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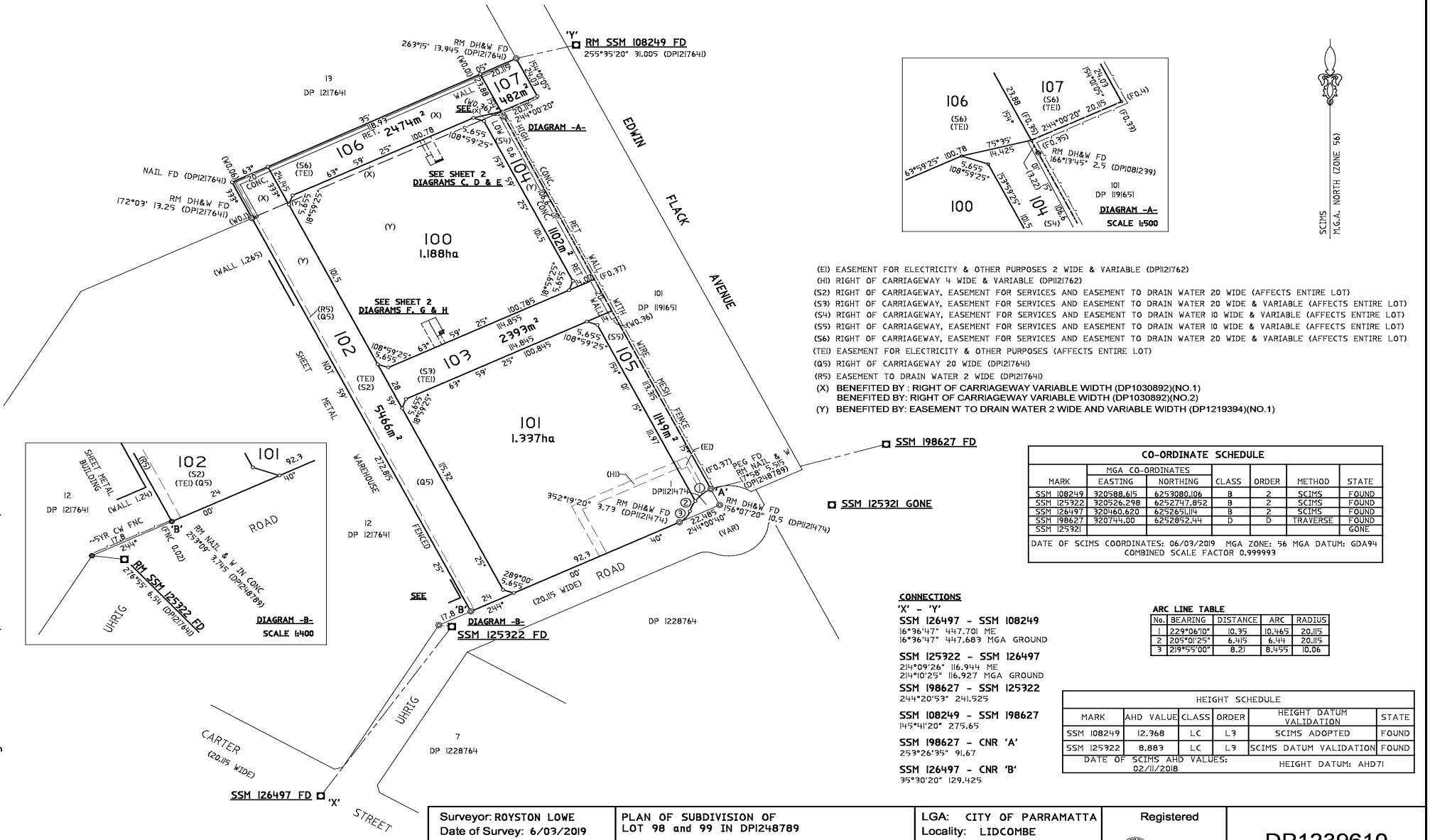

(EI) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & VARIABLE (DP1217762)
(HI) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DP1217762)
(S2) RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 20 WIDE (AFFECTS ENTIRE LOT)
(S3) RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE (AFFECTS ENTIRE LOT)
(S4) RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE (AFFECTS ENTIRE LOT)
(S5) RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE (AFFECTS ENTIRE LOT)
(S6) RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE (AFFECTS ENTIRE LOT)
(TEI) EASEMENT FOR ELECTRICITY & OTHER PURPOSES (AFFECTS ENTIRE LOT)
(Q5) RIGHT OF CARRIAGEWAY 20 WIDE (DP1217641)
(R5) EASEMENT TO DRAIN WATER 2 WIDE (DP1217641)
(X) BENEFITED BY : RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1030892)(NO.1)
BENEFITED BY: RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1030892)(NO.2)
(Y) BENEFITED BY: EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE WIDTH (DP1219394)(NO.1)

CO-ORDINATE SCHEDULE

MARK	MGA CO-ORDINATES EASTING	MGA CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
SSM 108249	320588.615	6253080.106	B	2	SCIMS	FOUND
SSM 125322	320526.298	6252747.852	B	2	SCIMS	FOUND
SSM 126497	320460.620	6252651.114	B	2	SCIMS	FOUND
SSM 198627	320744.00	6252852.44	D	D	TRAVERSE	FOUND
SSM 125321						GONE

DATE OF SCIMS COORDINATES: 06/03/2019 MGA ZONE: 56 MGA DATUM: GDA94
COMBINED SCALE FACTOR 0.999993

CONNECTIONS
'X' - 'Y'
SSM 126497 - SSM 108249
16°36'47" 447.701 ME
16°36'47" 447.683 MGA GROUND
SSM 125322 - SSM 126497
214°09'26" 116.944 ME
214°10'25" 116.927 MGA GROUND
SSM 198627 - SSM 125322
244°20'53" 241.525
SSM 108249 - SSM 198627
145°41'20" 275.65
SSM 198627 - CNR 'A'
253°26'35" 91.67
SSM 126497 - CNR 'B'
35°30'20" 129.425

ARC LINE TABLE

No.	BEARING	DISTANCE	ARC	RADIUS
1	229°06'10"	10.35	10.465	20.115
2	205°01'25"	6.415	6.44	20.115
3	219°55'00"	8.21	8.455	10.06

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 108249	12.368	LC	L3	SCIMS ADOPTED	FOUND
SSM 125322	8.883	LC	L3	SCIMS DATUM VALIDATION	FOUND
DATE OF SCIMS AHD VALUES: 02/11/2018				HEIGHT DATUM: AHD71	

Surveyor: ROYSTON LOWE
Date of Survey: 6/03/2019
Surveyor's Ref: SY073885.000

PLAN OF SUBDIVISION OF
LOT 98 and 99 IN DP1248789

LGA: CITY OF PARRAMATTA
Locality: LIDCOMBE
Subdivision No. SC/162/2019
Lengths are in metres. Reduction Ratio 1: 1250

Registered 10/01/2020

DP1239610

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SCIMS
M.G.A. NORTH (ZONE 56)

TABLE OF INCLINED PLANE RLs	
POINT	RL
R1	9.3
R2	9.84
R3	9.84
R4	9.3
R5	8.1
R6	8.76
R7	8.76
R8	8.1
R9	9.45
R10	9.63
R11	9.63
R12	9.45
R13	8.4
R14	8.53
R15	8.53
R16	8.4

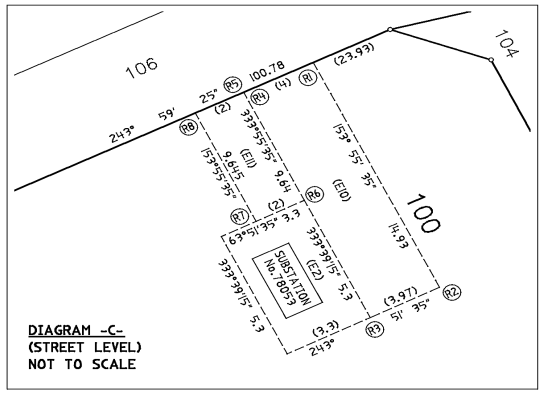

DIAGRAM -C-
(STREET LEVEL)
NOT TO SCALE

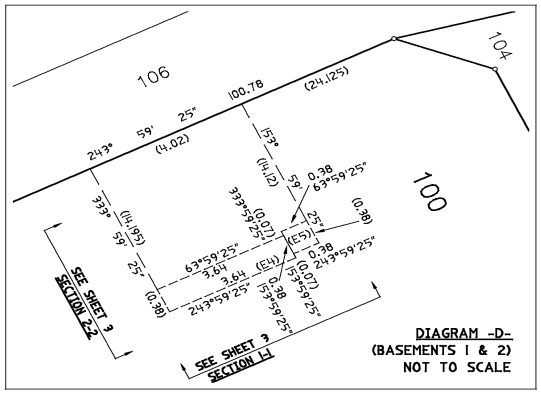

DIAGRAM -D-
(BASEMENTS 1 & 2)
NOT TO SCALE

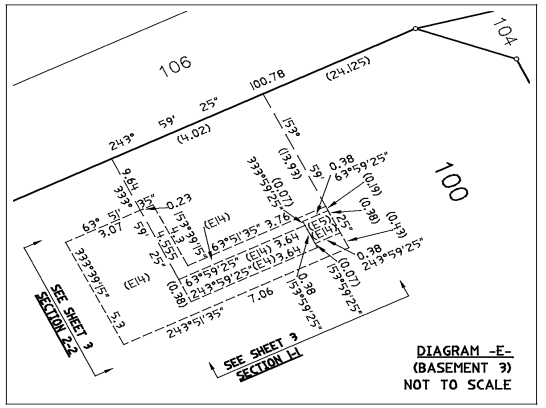

DIAGRAM -E-
(BASEMENT 3)
NOT TO SCALE

(E2) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (LIMITED IN DEPTH TO RL8.76 AND LIMITED IN HEIGHT TO RL13)
(E3) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4 WIDE (LIMITED IN DEPTH TO RL8.53 AND LIMITED IN HEIGHT TO RL 13)
(E4) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL8.06 AND LIMITED IN HEIGHT TO RL8.76)
(E5) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL8.32)
(E6) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL7.75 AND LIMITED IN HEIGHT TO RL8.53)
(E7) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL2.1 AND LIMITED IN HEIGHT TO RL8)
(E8) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL1.75 AND LIMITED IN HEIGHT TO RL2.1)
(E9) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL2.1)
(E10) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R1, R2, R3, R4
(E11) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R5, R6, R7, R8
(E12) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R9, R10, R11, R12
(E13) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R13, R14, R15, R16
(E14) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN HEIGHT TO RL-0.9 AND UNLIMITED IN DEPTH)

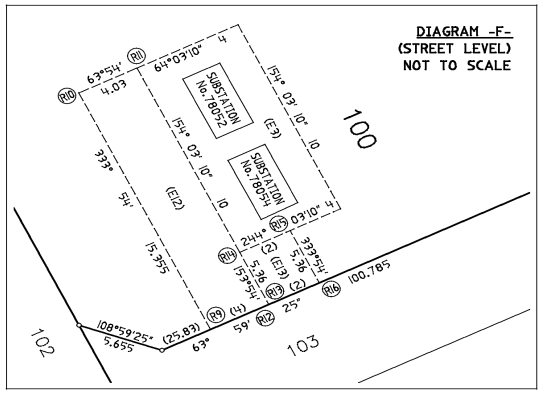

DIAGRAM -F-
(STREET LEVEL)
NOT TO SCALE

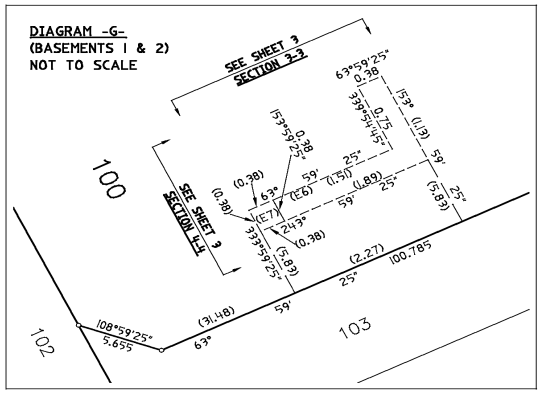

DIAGRAM -G-
(BASEMENTS 1 & 2)
NOT TO SCALE

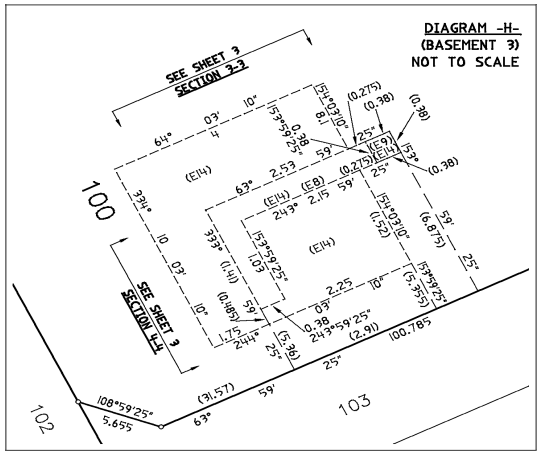

DIAGRAM -H-
(BASEMENT 3)
NOT TO SCALE

Surveyor: ROYSTON LOWE Date of Survey: 6/03/2019 Surveyor's Ref: SY073885.000	PLAN OF SUBDIVISION OF LOT 98 and 99 IN DP1248789	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Subdivision No. SC/162/2019 Lengths are in metres. Reduction Ratio 1: NTS	Registered 10/01/2020	DP1239610

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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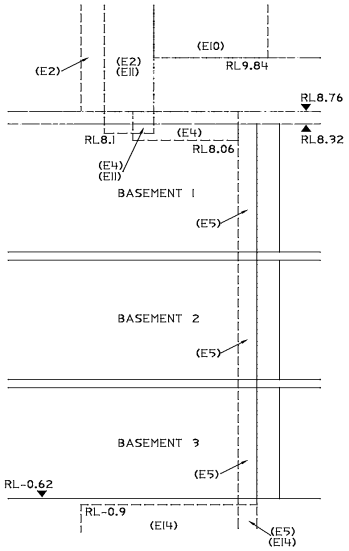
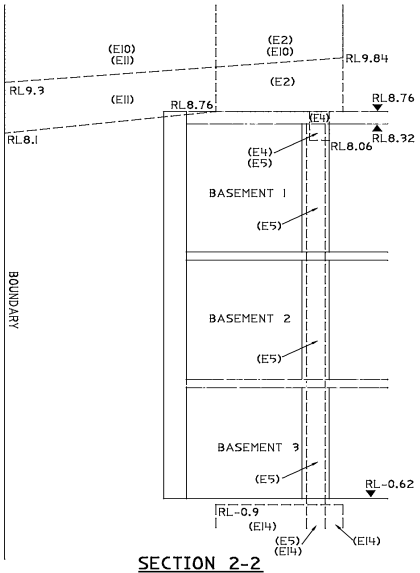
Req:R723639 /Doc:DP 1239610 P /Rev:13-Jan-2020 /NSW LRS /Pgs:ALL /Prt:02-Mar-2020 15:53 /Seq:3 of 9
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S



SECTION 1-1
NOT TO SCALE



SECTION 2-2
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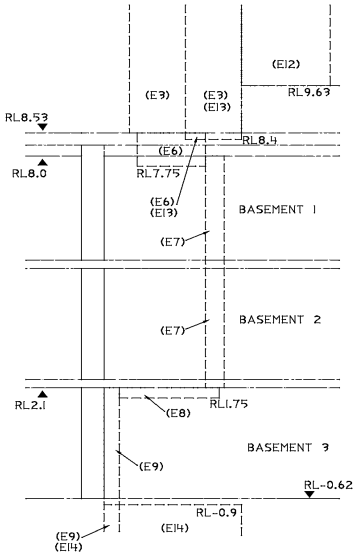

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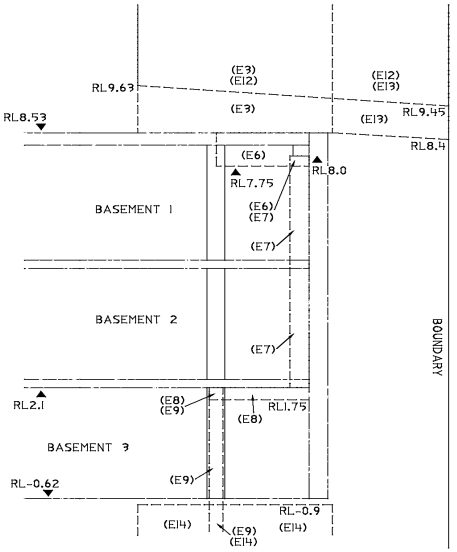

SECTION 4-4
NOT TO SCALE

(E2) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (LIMITED IN DEPTH TO RL8.76 AND LIMITED IN HEIGHT TO RL13)
(E3) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4 WIDE (LIMITED IN DEPTH TO RL8.53 AND LIMITED IN HEIGHT TO RL 13)
(E4) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL8.06 AND LIMITED IN HEIGHT TO RL8.76)
(E5) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL8.32)
(E6) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL7.75 AND LIMITED IN HEIGHT TO RL8.53)
(E7) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL2.1 AND LIMITED IN HEIGHT TO RL8)
(E8) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN DEPTH TO RL1.75 AND LIMITED IN HEIGHT TO RL2.1)
(E9) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL2.1)
(E10) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R1, R2, R3, R4
(E11) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R5, R6, R7, R8
(E12) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R9, R10, R11, R12
(E13) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (LIMITED IN HEIGHT TO RL13 AND LIMITED IN DEPTH TO THE INCLINED PLANE R13, R14, R15, R16
(E14) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN HEIGHT TO RL-0.9 AND UNLIMITED IN DEPTH)

Surveyor: ROYSTON LOWE Date of Survey: 6/03/2019 Surveyor's Ref: SY073885.000	PLAN OF SUBDIVISION OF LOT 98 and 99 IN DP1248789	LGA: CITY OF PARRAMATTA Locality: LIDCOMBE Subdivision No. SC/162/2019 Lengths are in metres. Reduction Ratio 1: NTS	Registered 10/01/2020	DP1239610

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)

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Registered: 10/01/2020

Title System: TORRENS

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DP1239610

PLAN OF SUBDIVISION OF LOT 98 AND 99 IN DP1248789

LGA: CITY OF PARRAMATTA

Locality: **LIDCOMBE**

Parish: **CONCORD**

County: **CUMBERLAND**

Survey Certificate

I, ROYSTON LOWE of LANDPARTNERS Pty Ltd (Ph 02 9685 2000)

PO BOX 1144, DUNDAS NSW 2117

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 2017*, is accurate and the survey was completed on **6/03/2019** , or

~~*(b) The part of the land shown in the plan (*being.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: X ~ Y

Type: *Urban/~~*Rural~~

The terrain is Level / Undulating / ~~*Steep-Mountainous.~~

Signature: ..... Dated: **6/03/2019**....

Surveyor Identification No: **1505**
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Claire Stephens.

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: City of Parramatta Council

Date of endorsement: 22.11.2019

Subdivision Certificate number: SC/162/2019

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~

DP1217641, DP225350, DP1081239, DP1121474, DP1121762, DP1219394, DP1160458

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: SY073885.000

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

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Registered: 10/01/2020

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DP1239610

PLAN OF SUBDIVISION OF LOT 98 AND 99 IN DP1248789

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

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

Subdivision Certificate number: SC/162/2019

Date of Endorsement: 22.11.2019

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

1. RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 20 WIDE (DENOTED 'S2' – AFFECTS ENTIRE LOT)
2. RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE (DENOTED 'S3' – AFFECTS ENTIRE LOT)
3. RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE (DENOTED 'S4' – AFFECTS ENTIRE LOT)
4. RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE (DENOTED 'S5' – AFFECTS ENTIRE LOT)
5. RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE (DENOTED 'S6' – AFFECTS ENTIRE LOT)
6. EASEMENT FOR ELECTRICITY & OTHER PURPOSES (DENOTED 'TE1' – AFFECTS ENTIRE LOT)
7. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (LIMITED IN STRATUM) (DENOTED 'E2')
8. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4 WIDE (LIMITED IN STRATUM) (DENOTED 'E3')
9. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN STRATUM) (DENOTED 'E4')
10. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN STRATUM) (DENOTED 'E5')
11. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN STRATUM) (DENOTED 'E6')
12. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN STRATUM) (DENOTED 'E7')
13. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN STRATUM) (DENOTED 'E8')
14. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.38 WIDE (LIMITED IN STRATUM) (DENOTED 'E9')
15. RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (LIMITED IN STRATUM) (DENOTED 'E10')
16. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (LIMITED IN STRATUM) (DENOTED 'E11')
17. RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (LIMITED IN STRATUM) (DENOTED 'E12')
18. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (LIMITED IN STRATUM) (DENOTED 'E13')
19. EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DENOTED 'E14')
20. RESTRICTION ON THE USE OF LAND
21. POSITIVE COVENANT
22. POSITIVE COVENANT
23. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

Surveyor's Reference: SY073885.000

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

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DP1239610

PLAN OF SUBDIVISION OF LOT 98 AND 99 IN DP1248789

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

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

Subdivision Certificate number: SC/162/2019

Date of Endorsement: 22. 11. 2019

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO RELEASE:

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE & VARIABLE (DENOTED 'F' IN DP1121762)
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE & VARIABLE (DENOTED 'G' IN DP1121762)
3. RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DENOTED 'J' IN DP1121762) RL
4. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE ~~& VARIABLE~~ LIMITED IN HEIGHT (DENOTED 'K' IN DP1121762)
5. RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 20 WIDE (DENOTED 'S' IN DP1248789)
6. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DENOTED 'T' IN DP1248789)
7. EASEMENT FOR ELECTRICITY ~~& OTHER~~ PURPOSES 2 WIDE ~~& VARIALBE~~ VARIABLE (DENOTED 'B' IN DP1081239) RL

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
100		UHRIG	ROAD	LIDCOMBE
101		UHRIG	ROAD	LIDCOMBE
102				LIDCOMBE
103				LIDCOMBE
104				LIDCOMBE
105				LIDCOMBE
106				LIDCOMBE
107				LIDCOMBE

If space is insufficient use additional annexure sheet

Surveyor's Reference: SY073885.000

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

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DP1239610

PLAN OF SUBDIVISION OF LOT 98 AND 99 IN DP1248789

Subdivision Certificate number: SC/162/2019

Date of Endorsement: 22.11.2019

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

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

Executed by **JQZ Ten Pty Limited** (ABN 12 913 727 237) pursuant to Section 127 of the Corporations Act 2001:

Youying Fei, Director

Jian Qiu Zhang, Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: SY073885.000

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

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Registered: 10/01/2020

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DP1239610

PLAN OF SUBDIVISION OF LOT 98 AND 99 IN DP1248789

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

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

Subdivision Certificate number: SC/162/2019

Date of Endorsement: 22.11.2019

Executed by the Commonwealth Bank of Australia as the mortgagee under AN386793:

Land and Property Information
NEW SOUTH WALES

I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisified, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: [signature]

Name of witness: Kate Bradley

Address of witness: 201 Sussex St

Sydney NSW 2000

Signature of attorney: [signature]

Attorney's name: Bradley Marks

Attorney's position: Executive

Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124

Power of attorney - Book: 4545 No. 494

If space is insufficient use additional annexure sheet

Surveyor's Reference: SY073885.000

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

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PLAN OF SUBDIVISION OF LOT 98 AND 99 IN DP1248789

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

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

Subdivision Certificate number: SC/162/2019

Date of Endorsement: 22.11.2019

Date:

Executed by PA Enhanced Opportunity III Limited as the mortgagee under AN386794:

Executed by Stuart Peter Dixon-Smith as Attorney for PA Enhanced Opportunity III Limited under Power of Attorney registered Book 4748 No 763 in the presence of:

Signature of Attorney

By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney

Signature of Witness

MICHELLE WONG

Print Name of Witness

1 FARRER PLACE SYDNEY

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: SY073885.000

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

Plan:
DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/62/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcels:	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway, Easement for Services and Easement to Drain Water 20 wide (denoted 'S2' on the plan & affects entire lot)	102	City of Parramatta Council
2	Right of Carriageway, Easement for Services and Easement to Drain Water 20 wide & variable (denoted 'S3' on the plan & affects entire lot)	103	City of Parramatta Council
3	Right of Carriageway, Easement for Services and Easement to Drain Water 10 wide & variable (denoted 'S4' on the plan & affects entire lot)	104	City of Parramatta Council
4	Right of Carriageway, Easement for Services and Easement to Drain Water 10 wide & variable (denoted 'S5' on the plan & affects entire lot)	105	City of Parramatta Council
5	Right of Carriageway, Easement for Services and Easement to Drain Water 20 wide & variable (denoted 'S6' on the plan & affects entire lot)	106	City of Parramatta Council
6	Easement for Electricity & Other Purposes (denoted 'TE1' & affects entire lot)	102, 103, 106 & 107	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
7	Easement for Electricity & Other Purposes 3.3 wide (limited in stratum) (denoted 'E2')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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Plan:
DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 1 (continued)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcels:	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	Easement for Electricity & Other Purposes 4 wide (limited in stratum) (denoted 'E3')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
9	Easement for Electricity & Other Purposes 0.38 wide (limited in stratum) (denoted 'E4')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
10	Easement for Electricity & Other Purposes 0.38 wide (limited in stratum) (denoted 'E5')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
11	Easement for Electricity & Other Purposes 0.38 wide (limited in stratum) (denoted 'E6')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
12	Easement for Electricity & Other Purposes 0.38 wide (limited in stratum) (denoted 'E7')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
13	Easement for Electricity & Other Purposes 0.38 wide (limited in stratum) (denoted 'E8')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
14	Easement for Electricity & Other Purposes 0.38 wide (limited in stratum) (denoted 'E9')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
15	Right of Carriageway 4 wide & variable (limited in stratum) (denoted 'E10')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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Plan:
DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 1 (continued)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcels:	Benefited lot(s), road(s), bodies or Prescribed Authorities
16	Easement for Electricity & Other Purposes 2 wide (limited in stratum) (denoted 'E11')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
17	Right of Carriageway 4 wide & variable (limited in stratum) (denoted 'E12')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
18	Easement for Electricity & Other Purposes 2 wide (limited in stratum) (denoted 'E13')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
19	Easement for Electricity & Other Purposes variable width (limited in stratum) (denoted 'E14')	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
20	Restriction on the Use of Land	100	City of Parramatta Council
21	Positive Covenant	100	City of Parramatta Council
22	Positive Covenant	100	City of Parramatta Council
23	Positive Covenant	101	City of Parramatta Council

Part 1A

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan	Burdened lot(s) or parcels:	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity and other Purposes 2 wide & variable (denoted 'F' on DP1121762)	99/1248789	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for Electricity and other Purposes 6.6 wide & variable (denoted 'G' on DP1121762)	99/1248789	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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Plan: DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 1A (Continued)

3	Right of Carriageway 4 wide & variable (denoted 'J' on DP1121762)	99/1248789	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement for Electricity and other Purposes 6.6 wide & ~~variable~~ limited in height (denoted 'K' on DP1121762	99/1248789	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
5	Right of Carriageway, Easement for Services and Easement to Drain Water 20 wide (denoted 'S' in DP1248789)	99/1248789	98/1248789 & City of Parramatta Council
6	Right of Carriageway variable width (denoted 'T' in DP1248789)	98/1248789 99/1248789	99/1248789 & City of Parramatta Council 98/1248789 & City of Parramatta Council
7	Easement for Electricity ~~and other~~ Purposes 2 wide & variable (denoted 'B' on DP1081239)	98/1248789	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Part 2

Terms of easements numbered 1 to 5 in the plan:

An easement as defined by Parts 1, 3 & 11 of Schedule 8 of the Conveyancing Act 1919.

The grantor and the grantee acknowledge and agree that this easement will be automatically released upon the lot burdened being dedicated to the public as public road.

Name of the Authority empowered to release, vary or modify the easements numbered 1 to 5 referred to above is **City of Parramatta Council**.

Terms of easement numbered 6 in the plan:

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in memorandum AK980903.

The grantor and the grantee acknowledge and agree that this easement will be automatically released upon the lot burdened being dedicated to the public as public road or for Lot 107 as public reserve.

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Plan: DP1239610 Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 2 (Continued)

Terms of easements numbered 7 to 14, 16 & 18 in the plan:

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in memorandum AK980903.

Terms of easements numbered 15 & 17 in the plan:

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

Terms of Restriction numbered 20 in the plan:

The registered proprietor shall not make or permit or suffer the making of any alterations to any on-site stormwater detention system which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council. The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system". The on-site stormwater detention system is detailed in the plans approved by Dix Gardner Group Pty Ltd as Construction Certificate No. 18/0024-03 on 2 November 2018. A copy of this Construction Certificate is held on Council File No DA 1269/2016

Name of the Authority empowered to release, vary or modify the Restriction on Use of Land 20thly referred to above is **City of Parramatta Council**.

Terms of Positive Covenant numbered 21 in the plan:

1. The registered proprietor of the lot(s) hereby burdened covenant as follows with the Authority benefited in respect of the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s), that they will:

   (a) keep the system clean and free from silt, rubbish and debris

   (b) maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner.

   (c) for the purpose of ensuring observance of this covenant, permit the Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant

   (d) comply with the terms of any written notice issued by the Council to attend to any matter and carry out any work stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

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Plan: DP1239610 Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. 50/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 2 (Continued)

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers pursuant to this covenant:

   (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in part 1(d) above.

   (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:

      (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph 2(a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting, supervising and administering the work, together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

      (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88(E) of the Act.

For the purpose of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Dix Gardner Group Pty Ltd as Construction Certificate No. 18/0024-03 on 2 November 2018, including all ancillary gutters, pipes, drain, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary surface.

A copy of this Construction Certificate is held on Council File No. DA 1269/2016

Name of the Authority empowered to release, vary or modify the Positive Covenant 21stly referred to above is **City of Parramatta Council**.

Terms of Positive Covenant numbered 22 in the plan:

1. The registered proprietor of the lot hereby burdened covenant as follows with the Authority benefited in respect of the retaining walls constructed within Lot 104 and Lot 106, that they will:

   (a) maintain and repair at the sole expense of the registered proprietor(s) the retaining wall so that it functions in a safe and efficient manner.

   (b) comply with the terms of any written notice issued by the Council to attend to any matter and carry out any work stated in the notice, to ensure the proper and efficient performance of the retaining wall.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers pursuant to this covenant:

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Plan: DP1239610 Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. 50/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 2 (Continued)

(a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in part 1(b) above.

(b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under sub-paragraph 2(a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting, supervising and administering the work, together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

(ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88(E) of the Act.

Name of the Authority empowered to release, vary or modify the Positive Covenant 22ndly referred to above is **City of Parramatta Council**.

Terms of Positive Covenant numbered 23 in the plan:

1. The registered proprietor of the lot hereby burdened covenant as follows with the Authority benefited in respect of the retaining walls constructed within Lot 105, that they will:

(a) maintain and repair at the sole expense of the registered proprietor(s) the retaining wall so that it functions in a safe and efficient manner.

(b) comply with the terms of any written notice issued by the Council to attend to any matter and carry out any work stated in the notice, to ensure the proper and efficient performance of the retaining wall.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers pursuant to this covenant:

(a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in part 1(b) above.

(b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:

Part 2 (Continued)

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Plan: DP1239610 Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

(ii) any expense reasonably incurred by it in exercising its powers under sub-paragraph 2(a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting, supervising and administering the work, together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

(ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88(E) of the Act.

Name of the Authority empowered to release, vary or modify the Positive Covenant 23rdly referred to above is **City of Parramatta Council**.

The **City of Parramatta Council** by its authorised delegate pursuant to s.377 of Local Government Act 1993:

.....
Signature of Delegate

CLAIRE STEPHENS
Name of Delegate (print)

MGR- DA
Position of Delegate (print)

I certify that I am an eligible witness and that the delegate signed in my presence

.....
Signature of Witness

Name of Witness (print) EVA COSENTINO

Address of Witness (print) 126 CHURCH ST PARRAMATTA

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Plan:
DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 2 (Continued)

Date:

Executed by **JQZ Ten Pty Limited** (ABN 12 913 727 237) pursuant to Section 127 of the Corporations Act 2001:

.....
Youying Fei, Director

.....
Jian Qiu Zhang, Director/Secretary

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ePlan

Plan: DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 2 (Continued)

Date:

Executed by the Commonwealth Bank of Australia as the mortgagee under AN386793:

Land and Property Information
NEW SOUTH WALES

I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisified, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness: K Braley

Name of witness: Kate Braley

Address of witness: 201 Sussex Street

Sydney NSW 2000

Signature of attorney:

Attorney's name: Brandon Moran

Attorney's position: Executive

Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124

Power of attorney - Book: 4548 No. 494

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Plan: DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 2 (Continued)

Date:

Executed by PA Enhanced Opportunity III Limited as the mortgagee under AN386794:

Executed by Stuart Peter Dixon-Smith as Attorney for PA Enhanced Opportunity III Limited under Power of Attorney registered Book 4748 No 763 in the presence of:

.....
Signature of Witness

MICHELLE WONG
.....
Print Name of Witness

1 FARRER PLACE, SYDNEY
.....
Address of Witness

.....
Signature of Attorney
By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney

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Plan:
DP1239610

Plan of Subdivision of Lots 98 & 99 in DP 1248789 covered by Subdivision Certificate No. SC/162/2019

Full name and address of the owner of the land: JQZ Ten Pty Limited ABN 12 913 727 237
PO Box 686 Burwood NSW 1805

Part 2 (Continued)

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered Book 4734 No. 366

.....
Signature of Attorney

NIGEL PETER JOHN LOWRY
.....
Print Name of Attorney

.....
Signature of Attorney

TREVOR MARK ARMSTRONG
.....
Print Name of Attorney

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]

.....
Signature of Witness

Alesa Matis
.....
Print Name of Witness

570 George Street, Sydney NSW 2000
Address of Witness

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]

.....
Signature of Witness

Effie Dimitriou
.....
Print Name of Witness

570 George Street, Sydney NSW 2000
Address of Witness

*S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

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REGISTERED 10/01/2020

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Form: 13RPA
Release: 3·1

RESTRICTION ON THI USE OF LAND BY A PRESCRIBED AUTHORI

New South Wales
Section 88E(3) Conveyancing Act 1919

AP775551H

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**

100/1239610 BEING PART 98 ~~[illegible]~~ 1248789

(B) **LODGED BY**

Andy Rankin Authorised to Amend 8/1/20

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
390G	SPECTRUM CLIENT SOLUTIONS 131493N Reference: TG-6874555888	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
JQZ Ten Pty Limited ABN 12 913 727 237

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AN386793 AN386794	Commonwealth Bank of Australia PA Enhanced Opportunity III Limited

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
City of Parramatta Council

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 22.11.2019

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Eva Cosentino
Name of witness: EVA COSENTINO
Address of witness: 126 CHURCH ST PARRAMATTA

Signature of authorised officer: [signature]
Name of authorised officer: CLAIRE STEPHENS
Position of authorised officer: MGR-DA
DELEGATED PURSUANT TO S377 LOCAL GOVERNMENT ACT 1993

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:
Authority:

See Annexure for Signatures
PAGE 3

Signature of authorised person:
Name of authorised person:
Office held:

Signature of authorised person:
Name of authorised person:
Office held:

(H) The mortgagee under mortgage No. AN386793 & AN386794 agrees to be bound by this restriction.
I certify that the mortgagee ,who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

See Annexure for Signatures

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee: PAGES 4 + 5.

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

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ANNEXURE 'A'

Terms of Restriction on the Use of Land

The registered proprietor(s) of the lot burdened shall not make or permit or suffer the making of any alterations to the elements of the water sensitive urban design measures including the ground surface levels, which is constructed on the lot(s) burdened without the prior consent in writing of Parramatta City Council.

The expression "elements of water sensitive urban design measures" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and ground surfaces or any other structures associated with the water quality control system.

The on-site stormwater detention system is detailed on the plans approved by DixGardner Group Pty Ltd as Construction Certificate No. 18/0024-03 on 2/11/2018. A copy of this plan is held on Council File No. DA 1269 / 2016.

Name of Authority having the power to release vary or modify the above mentioned Restriction is **City of Parramatta Council.**

The City of Parramatta Council by its authorised delegate pursuant to s.377 of Local Government Act 1993:

.....
Signature of Delegate

CLAIRE STEPHENS
.....
Name of Delegate (print)

MGR - DA
.....
Position of Delegate (print)

I certify that I am an eligible witness and that the delegate signed in my presence

Eva Cosentino
.....
Signature of Witness

EVA COSENTINO
.....
Name of Witness (print)

126 CHURCH ST PARRAMATTA
.....
Address of Witness (print)

.....
~~Council Delegate~~

Req:R723644 /Doc:DL AP775551 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:3 of 5
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ANNEXURE 'A'

Executed by JQZ Ten Pty Limited ABN 12 913 727 237
in accordance with S127 of the Corporations Act 2001

Youying Fei, Director

Jian Qiu Zhang, Director/Secretary

Council Delegate

Req:R723644 /Doc:DL AP775551 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:4 of 5
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ANNEXURE 'A'

Executed by the Commonwealth Bank of Australia as the mortgagee under AN386793:

Executed by BRADLEY MORRIS as Attorney for Commonwealth Bank of Australia under Power of Attorney registered Book 4548 No 494 in the presence of:

.....
Signature of Attorney

RELATIONSHIP EXECUTIVE

By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney

K Braley
.....
Signature of Witness

Kate Braley
.....
Print Name of Witness

201 Sussex St, Sydney NSW 2000
.....
Address of Witness

.....
Council Delegate

Req:R723644 /Doc:DL AP775551 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:5 of 5
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

ANNEXURE 'A'

Executed by PA Enhanced Opportunity III Limited
as the mortgagee under AN386794:

Executed by Stuart Peter Dixon-Smith as
Attorney for PA Enhanced Opportunity III
Limited under Power of Attorney registered
Book 4748 No 763 in the presence of:

.....
Signature of Attorney
By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney.

.....
Signature of Witness

NATHAN RENN
.....
Print Name of Witness

Level 61, Governor Phillip
Tower, 1 Farrer Place, Sydney.
Address of Witness

.....
Council Delegate

Req:R723646 /Doc:DL AP775552 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:1 of 6
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Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919

AP775552F

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**

100/1239610 BEING Part 98 ~~+ 99~~	1248789

(B) **LODGED BY**

Andy Rankin Authorised to amend 8/1/20

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
390G	SPECTRUM CLIENT SOLUTIONS 131493N Reference: TG-6874558888	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
JQZ Ten Pty Limited ABN 12 913 727 237

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AN386793 AN386794	Commonwealth Bank of Australia PA Enhanced Opportunity III Limited

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
City of Parramatta Council

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 22.11.2019

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Eva Cosentino
Name of witness: EVA COSENTINO
Address of witness: 126 CHURCH ST PARRAMATTA

Signature of authorised officer:
Name of authorised officer: CLAIRE STEPHENS
Position of authorised officer: MGR-OA

PE-ECAM ET PURSUANT S 377 OF LOCAL GOVERNMENT ACT 1993

(G) **Execution by the registered proprietor**

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:
Authority:

See Annexure for Signatures - PAGE 4.

Signature of authorised person:
Name of authorised person:
Office held:

Signature of authorised person:
Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AN386793 & AN386794, agrees to be bound by this positive covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee:
See Annexure for signatures PAGE 5 + PAGE 6.

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

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ANNEXURE 'A'

TERMS OF POSITIVE COVENANT

1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:

   a) keep the system clean and free from silt, rubbish and debris.

   b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner.

   c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.

   d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to Section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-

   i. in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 1 (d) above.

   ii. the Council may recover from the registered proprietor in a Court of competent jurisdiction:

      (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph **(i)** hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

      (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant, "the system" means the elements of water sensitive urban design measures" constructed on the land as detailed on the plans approved by DixGardner Group Pty Ltd as Construction Certificate No. 18/0024-03 on 2/11/2018, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces or any other structures associated with the water quality control system. A copy of this plan is held on Council File No. DA 1269 / 2016.

Name of Authority having the power to release vary or modify the **Positive Covenant** referred to in above is **City of Parramatta Council.**

.....
Council Delegate

Req:R723646 /Doc:DL AP775552 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:3 of 6
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ANNEXURE 'A'

The City of Parramatta Council by its authorised delegate pursuant to s.377 of Local Government Act 1993:

.....
Signature of Delegate

Claire Stephens
.....
Name of Delegate (print)

MGR-DA
.....
Position of Delegate (print)

I certify that I am an eligible witness and that the delegate signed in my presence

Eva Cosentino
.....
Signature of Witness

EVA COSENTINO
.....
Name of Witness (print)

126 CHURCH ST PARRAMATTA
.....
Address of Witness (print)

.....
~~Council Delegate~~

Req:R723646 /Doc:DL AP775552 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:4 of 6
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ANNEXURE 'A'

Executed by **JQZ Ten Pty Limited ABN 12 913 727 237**
in accordance with S127 of the Corporations Act 2001

.....
Youying Fei, Director

.....
Jian Qiu Zhang, Director/Secretary

.....
Council Delegate

Req:R723646 /Doc:DL AP775552 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:5 of 6
© Office of the Registrar-General /Src:TRISEARCH /Ref:20173352S

ANNEXURE 'A'

Executed by the Commonwealth Bank of Australia as the mortgagee under AN386793:

Executed by BRADLEY MORRIS as Attorney for Commonwealth Bank of Australia under Power of Attorney registered Book 4548 No 494 in the presence of:

.....
Signature of Attorney

RELATIONSHIP EXECUTIVE

By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney

K Braley
.....
Signature of Witness

KATE BRALEY
.....
Print Name of Witness

201 Sussex St, Sydney NSW 2000
.....
Address of Witness

.....
Council Delegate

Req:R723646 /Doc:DL AP775552 /Rev:13-Jan-2020 /NSW LRS /Prt:02-Mar-2020 15:53 /Seq:6 of 6
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ANNEXURE 'A'

Executed by PA Enhanced Opportunity III Limited
as the mortgagee under AN386794:

Executed by Stuart Peter Dixon-Smith as Attorney for PA Enhanced Opportunity III Limited under Power of Attorney registered Book 4748 No 763 in the presence of:

.....
Signature of Attorney
By executing this document the Attorney states that he has not received notice of revocation of the Power of Attorney

.....
Signature of Witness

NATHAN RENN
.....
Print Name of Witness

Level 61, Governor Phillip Tower, 1 Farrer Place, Sydney
.....
Address of Witness

.....
Council Delegate

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979 as amended

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate No: 2017/897

Fee: $133.00

Issue Date: 20 February 2017

Receipt No: 1146322

Applicant Ref: 20173352S:23070

DESCRIPTION OF LAND

Address: 5 Uhrig Road
LIDCOMBE NSW 2127

Lot Details: Lot 11 DP 1217641

In accordance with the requirements of Section 149(2) of the *Environmental Planning and Assessment Act, 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

Note: The information contained in Planning Certificates issued for a lot within Strata-Titled development relates to the land the development is situated on.

City of Parramatta Council ABN 49 907 174 773
126 Church Street, Parramatta PO Box 32, Parramatta NSW 2124
P 02 9806 5050 F 02 9806 5917 www.cityofparramatta.nsw.gov.au

1. Names of Relevant Planning Instruments and DCPs

The name of:

(a) each environmental planning instrument that applies to the carrying out of development on the land.
(b) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
(c) each development control plan that applies to the carrying out of development on the land.

In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

1(a) Auburn Local Environmental Plan 2010 as amended.
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005.
State Environmental Planning Policy No. 19 Bushland in Urban Areas.
State Environmental Planning Policy No. 21 Caravan Parks.
State Environmental Planning Policy No. 30 Intensive Agriculture.
State Environmental Planning Policy No. 32 Urban Consolidation (Redevelopment of Urban Land).
State Environmental Planning Policy No. 33 Hazardous and Offensive Development.
State Environmental Planning Policy No. 50 Canal Estate Development.
State Environmental Planning Policy No. 55 Remediation of Land.
State Environmental Planning Policy No. 62 Sustainable Aquaculture.
State Environmental Planning Policy No. 64 Advertising and Signage.
State Environmental Planning Policy No. 65 Design Quality of Residential Flat Development (Amendment 3).
State Environmental Planning Policy No. 70 Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy Building Sustainability Index: BASIX 2004
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (State and Regional Development) 2011

1(b)

Draft State Environmental Planning Policy (Competition) 2010

1(c) Carter Street Precinct Development Control Plan 2016.

2. Zoning and Land Use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No. 2(a)"),
(b) the purpose for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,
(c) the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,
(d) the purposes for which the plan or instrument provides that development is prohibited within the zone,
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,
(f) whether the land includes or comprises critical habitat,
(g) whether the land is in a conservation area (however described),
(h) whether an item of environmental heritage (however described) is situated on the land.

(a) Zone B2 - Local Centre (Auburn Local Environmental Plan 2010)
Zone R4 - High Density Residential (Auburn Local Environmental Plan 2010)

(b) Under the provisions of the Auburn Local Environmental Plan 2010 development for the purpose of the following may be carried out within the zone WITHOUT DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there

may be certain provisions carried out without development consent.

- the provisions specified under uses permitted without consent under the Land Use Table - Zone R4 High Density Residential of the Auburn Local Environmental Plan 2010.

- the provisions listed under exempt development which satisfies the criteria for exempt development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.

- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development without consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITHOUT DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

- the provisions specified under uses permitted without consent under the Land Use Table - Zone B2 Local Centre of the Auburn Local Environmental Plan 2010.

- the provisions listed under exempt development which satisfies the criteria for exempt development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.

- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development without consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

(c) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITH DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions which may be carried out with development consent.

- the provisions specified under objectives of the zone of the Land Use Table - Zone R4 High Density Residential of the Auburn Local Environmental Plan 2010, the consent authority may not grant development consent to the carrying out of development within the applicable zone unless the consent authority is of the opinion that the carrying out of the development is consistent with the objectives of the zone.

- the provisions listed under uses permitted with consent in the Land Use Table - Zone R4 High Density Residential of the Auburn Local Environmental Plan 2010.

- the provisions listed under complying development which satisfies the criteria for complying development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.

- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development with consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.
Under the provisions of the Auburn Local Environmental Plan 2010,

development for the purpose of the following may be carried out within the zone WITH DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions which may be carried out with development consent.

- the provisions specified under objectives of the zone of the Land Use Table - Zone B2 Local Centre of the Auburn Local Environmental Plan 2010, the consent authority may not grant development consent to the carrying out of development within the applicable zone unless the consent authority is of the opinion that the carrying out of the development is consistent with the objectives of the zone.

- the provisions listed under uses permitted with consent in the Land Use Table - Zone B2 Local Centre of the Auburn Local Environmental Plan 2010.

- the provisions listed under complying development which satisfies the criteria for complying development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.

- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development with consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

(d) Development for a purpose that is listed as being ‘Prohibited’ for the applicable zone is currently included under Part 2 Permitted or Prohibited Development and the Land Use Table of the Auburn Local Environmental Plan 2010.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for prohibited development under the

applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

(e) There are no development standards applying to this land that fix a minimum land dimension for the erection of a dwelling-house.

(f) The land does not include or comprise critical habitat.

(g) The land is not located within a heritage conservation area under the provisions of Auburn Local Environmental Plan 2010.

(h) The land has not been identified as containing an item of environmental heritage significance under the Auburn Local Environmental Plan 2010.

3. Complying Development

(1) The extent to which 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.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

General Housing Code

(1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Rural Housing Code

(1) or (2) The land is not affected by the Rural Housing code.

Housing Alterations Code and Industrial Alterations Code

(1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

General Development Code

(1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Commercial and Industrial (New Buildings and Additions) Code

(1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Subdivisions Code

(1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Demolition Code

(1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Fire Services Code

(1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

4. Coastal Protection

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.

Council has not been notified by the Department of Public Works that the land is affected by the operation of Section 38 or 39 of the Coastal Protection Act, 1979.

4a Certain information relating to beaches and coasts

(1) In relation to a coastal council—whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

(2) In relation to a Coastal Council:

(a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

(3) (Repealed)

4a The land is currently not affected by provisions included under this part.

4b Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has 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).

Note. *"Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as sea walls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.*

4b The land is currently not affected by provisions included under this part.

5. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

The land is not located in an area proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

6. Road Widening and Road Realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act, 1993, or
(b) Any Environmental Planning Instrument, or
(c) Any resolution of the Council.

(a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

(b) The land is not affected by any road widening or road realignment under any Environmental Planning Instrument.

(c) The land is not affected by any road widening or road realignment under a Council resolution.

7. Council and other public authority policies on Hazard Risk Restriction

Whether or not the land is affected by a policy:
(a) adopted by the Council, or
(b) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council.

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(a) Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Auburn Local Environmental Plan 2010. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Auburn Local Environmental Plan 2010 which is available on the New South Wales legislation website at www.legislation.nsw.gov.au. The land is not affected by a flood control lot under the Auburn Local Environmental Plan 2010.

(b) Council has been notified that the Department of Planning has adopted the *New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010).* The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

7a Flood related Development Controls Information

(1) Whether or not the development on that land or part of the land for the purposes of dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

If development on the land or part of the land for above purposes is affected by a flood control lot under Auburn Local Environmental Plan 2010, the applicant should refer to Council's Stormwater Drainage Part - Auburn Development Control Plan 2010.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

If development on the land or part of the land under Auburn Local Environmental Plan 2010 for any other purposes is subject to flood related development controls, the applicant should refer to Council's Stormwater Drainage Part of the Auburn Development Control Plan 2010.

(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land Reserved for Acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The land is not affected by the Auburn Local Environmental Plan 2010 - Land Reservation Acquisition Map for the purposes of acquisition under the Act.

9. Contributions Plans

The name of each Contributions Plan applying to the land:

Yes. The land is affected by the Carter Street Precinct Development Contributions Plan 2016.

9A Biodiversity Certified Land

If the land is biodiversity certified land (within the meaning of Part 7A A of the Threatened Species Conservation Act 1995), a statement to that effect.

The land is not biodiversity certified land within the meaning of the above Act.

10. Biobanking Agreements

If the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

The land is not affected by a Bio-banking agreement under the Act.

11. Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

The land is not located within an area that is bush fire prone as defined by the Environmental Planning and Assessment Act, 1979.

12. Property Vegetation Plans

If the land is land to which a Property Vegetation Plan under the Native Vegetation Act, 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land is not affected by a Property Vegetation Plan under the *Native Vegetation Act, 2003.*

13. Orders under the Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act, 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).

The land is not affected by an order issued under the Trees (Disputes between Neighbours) Act 2006.

14. Directions under Part 3A (Environmental Planning and Assessment Act 1979)

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There are no ministerial directions in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(i) the period for which the certificate is current, and
(ii) that a copy may be obtained from the head office of the Department, and

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

(a) & (b) The land is not subject to a site compatibility certificate.

16. Site Compatibility Certificates for Infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) the period for which the certificate is valid, and
(b) that a copy may be obtained from the head office of the Department.

(a) & (b) There is no site compatibility certificate issued under the State Environmental Planning Policy (Infrastructure 2007) in respect of the land.

17. Site Compatibility Certificates and Conditions for Affordable Rental Housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) the period of which the certificate is current, and
(b) that a copy may be obtained from the head office of the Department.

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(1) & (2) There is no current site compatibility certificate (affordable rental housing) of which council is aware or a statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that has been imposed as a condition of consent to a development application for the land.

18. Paper Subdivision Information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
(2) The date of any subdivision order that applies to the land.
(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

(1), (2) & (3) The land is not affected by a proposed or adopted development plan by Council or a subdivision order.

19. Site Verification Certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

(a) the matter certified by the certificate, and
***Note.** A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.*

(b) the date on which the certificate ceases to be current (if any), and

(c) that a copy may be obtained from the head office of the Department.

(a), (b) & (c) There is no site verification certificate on the land.

20. Loose-fill Asbestos Insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act, 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is not included or affected within the meaning of the given act.

Note:

Section 59(2) of the Contaminated Lands Management Act 1997 prescribes the following matters that are to be specified in a Planning Certificate:

a) That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
b) That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
c) That the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,
d) That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
e) That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided any time to the local authority issuing the certificate.

(a) The land is not significantly contaminated land (or part of the land) within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.

(b) The land is not subject to a management order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.

(c) The land is not the subject of an approved voluntary management proposal within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.

(d) The land is not subject to an ongoing maintenance order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.

(e) The land is not subject to a site audit statement within the meaning of the *Contaminated Lands Management Act 1997.*

Section 149(5) Information

In accordance with the requirements of Section 149(5) of the *Environmental Planning and Assessment Act, 1979* (as amended), the following additional information is provided about the land to which this certificate applies.

Note: In accordance with Section 149(6) of the *Environmental Planning and Assessment Act, 1979* (as amended), Council will not incur any liability for the following additional information, which is provided in good faith. The absence of any matter affecting the land does not imply that the land is not affected by any matter not referred to in this Certificate.

The NSW Scientific Committee, established by the Threatened Species Conservation Act, 1995 has made a Preliminary Determination to support a proposal to list the Cumberland Plain Woodland in the Sydney Basin Bioregion as a Critically Endangered Ecological Community on Part 2 of Schedule 1A of the Act and to omit reference to Cumberland Plain Woodland from Part 3 of Schedule 1 (Endangered Ecological Communities) of the Act.

Greg Dyer
Interim General Manager

per



dated 20 February 2017

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Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Ac
Real Property Act 1900

AQ259200T

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~~100414~~ 100991

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
962L	Central Searching 123690G Reference: SC 100991	CH

(C) The Owners-Strata Plan No. 100991 certify that a special resolution was passed on 26/5/2020

(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. 1 - 60
Amended by-law No. NOT APPLICABLE
as fully set out below:
AS SET OUT IN ANNEXURE A

(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. 100991 was affixed on 9/6/2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: PATRICK YUEN
Authority: STRATA MANANGER

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN No. 100991 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1702

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Annexure A

A. About the by-laws

Purpose of the by-laws
The by-laws regulate the day-to-day management and operation of the Building.
They are an essential document for the Owners Corporation and everyone who owns or occupies a lot.

Who must comply with the by-laws?
Owners and occupiers must comply with the by-law The Owners Corporation must comply with the by-laws.

B. Common Property Rights By-Laws (if any)

Purpose of the Common Property Rights By-Laws
To more fairly apportion the costs for maintaining, repairing and replacing common property, the Common Property Rights By-Laws make owners responsible for the common property of which they exclusively use or have the benefit.

Interpreting this section
In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

How to change a Common Property Rights Use By-Law
The Owners Corporation may, by special resolution:

(a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By- Law; and
(b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

Occupiers may exercise rights
You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

Regular accounts for your costs
If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

(a) include those amounts in notices for your administrative fund or sinking fund contributions; and

(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

Repairing damage
You must repair damage you cause (or a visitor or someone acting on your behalf causes) to common property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.
Indemnities
You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

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Additional insurances
In addition to your obligations under by-law 14, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property

USE OF LOTS

1. Residential Use

1.1 Residential Lots can only be used by owners or occupiers as follows:

(a) Permanent residential accommodation including under leases subject to the Residential Tenancies Act. Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;
(b) bedrooms must not be further divided, screened or partitioned in any way;
(c) the total number of adults residing in one Residential Lot must not exceed twice the number of approved bedrooms; and
(d) Owners, tenants or the Owners Corporation must not advertise or permit an agent or building manager to advertise a Residential Lot for short term accommodation or share accommodation.

2. Flooring

2.1 ***Noise Transmission standard***

The L'nT, w of the floor of a lot must be 45 or less (other than in an area that is a kitchen, laundry, lavatory or bathroom).

2.2 ***Compliance***

The owner and occupier of a lot must ensure and continue to ensure compliance with clause 2.1 of this by-law.

2.3 ***Application to existing floors***

The requirements of this by-law apply to any floor of a lot, whether installed before or after the making of this by-law.

2.4 ***Bond***

Before installing Non-Carpet, Floor Covering an owner or occupier of a lot must pay a bond to the owners corporation to secure compliance with their obligations under this by-law.

2.5 ***Notice***

An owner or occupier of a lot must notify the owners corporation at least 21 days before installing Non-Carpet Floor Covering.

2.6 ***Other approvals***

This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

2.7 ***Acoustical consultant's reports***

(a) Before installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the proposed installation is likely to achieve compliance with clause 2.1 of this by-law.

(b) After installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation, within 14 days, a report from a suitably qualified acoustical consultant stating that the installation in fact achieved compliance with clause 2.1 of this by-law.

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2.8 ***Conditions applying to building works***

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

(a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;

(b) must be carried out in a proper and workmanlike manner with due care and diligence;

(c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;

(d) must not compromise the proper functioning or performance of any existing system or element of the parcel;

(e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;

(f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and

(g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

2.9 ***Maintenance***

Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot in respect of which Non-Carpet Floor Covering is installed must maintain and keep in a state of good and serviceable repair that installation.

2.10 ***Owners corporation's report***

If the owners corporation forms the view, in its sole discretion, that the floor of a lot may not comply with clause 2.1 of this by-law, then (without limiting its other rights) the owners corporation may obtain a report from a suitably qualified acoustical consultant in respect of the compliance (or otherwise) of the floor with that clause 2.1.

2.11 ***Development consent***

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

2.12 ***Approvals***

In relation to any right granted to a person hereunder, that person must:

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.13 ***Consents***

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

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2.14 ***Bond***

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

(i) as reasonably determined from time to time by the owners corporation; or

(ii) in the absence of such a determination, the amount of $500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Strata Schemes Management Act 2015 in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.15 ***Acting through others***

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.16 ***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.

2.17 ***Exercise of care, skill and compliance with law***

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

2.18 ***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

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(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 2.18 a reference to property includes the common property or personal property vested in the owners corporation.

2.19 ***Conditions attaching to remedial work***

An owner or occupier of a lot who is required to do work under clause 2.18 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.*

2.20 ***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.

2.21 ***Application of the Civil Liability Act 2002***

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.22 ***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;

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(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.

2.23 ***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.

2.24 ***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.

2.25 ***Definitions***

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

(a)an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

(b)a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;

(c)a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;

(d)any order, direction or other requirement given or made by an Authority;

(e)an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

(f)an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

(a)any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b)a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c)the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

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(d)an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

L'nT,w means weighted standardized impact sound pressure level ($L'_{nT,w}$) measured and calculated according to the requirements of International Standard ISO 140-7:1998 "Acoustics – Measurement of sound isolation in buildings and of building elements Part 7: Field measurements of impact noise insulation of floors", 1998 and International Standard ISO 717-2:1996 "Acoustics – Rating of sound insulation in buildings and of building elements Part 2: Impact sound isolation", 1996 published by the International Organization for Standardization or such amending or replacing standard as may apply from time to time; and

Non-Carpet Floor Covering means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring.

3. Keeping of animals

3.1 Subject to section 139(5) of the Management Act, an owner or occupier of a lot may only keep the following within a lot:

(a) desexed cat/s, and/or
(b) small dog/s (not to exceed 14 Kg in weight);
but a maximum of 2 four-legged animals can be kept; and/or
(c) small caged bird/s, and/or
(d) fish kept in a secure aquarium on the lot.

The written approval of the Owners Corporation must be obtained before any owner or occupier will be permitted a variation on these restrictions. The Owners Corporation may delegate authority to vary these restrictions to the Strata Committee.

3.2 If an owner or occupier of a lot keeps any cat or dog on the lot then the owner or occupier must:
(a) notify the Strata Committee that the animal is being kept on the lot, and
(b) keep the animal within the lot, and
(c) carry the animal when it is on the common property or keep it on a lead, and
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Rules
3.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

(a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and
(b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and
(c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:

(i) any noise which is disturbing to an extent which is unreasonable; and
(ii) for damage to or loss of property or injury to any person caused by the animal; and

(d) is responsible for cleaning up after the animal anywhere on the common property; and
(e) is liable to the Owners Corporation for any damage to the common property caused by the animal or for any cleaning expenses where the owner or occupier has failed to clean up after the animal; and

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3.4 No Excluded Dog is permitted within a lot or common property at any time.

3.5 This by-law applies to any owner, occupier or visitor to the Building.

4. Noise

An owner or occupier of a lot must not create any noise within a lot or 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.

5. Cleaning windows, louvres and doors

5.1 An owner or occupier of a lot must keep clean all glass in windows and all doors and all louvres on the boundary of the lot, including so much as is common property if those windows, louvres and doors can be safely accessed by the owner or occupier from within his or her own lot.

5.2 The Owners Corporation is responsible for the cleaning of all other glass and Building elements that are unable to be safely accessed from a lot.

5.3 Awnings and louvres on the external facade and balconies and balcony enclosures of the Building are integral to the architectural integrity of the Building, are for the benefit of the apartment adjacent to them and must be repaired, maintained and replaced by the Owners Corporation.

6. Garbage disposal and recycling

General requirements

6.1 Subject to these by-laws, owners and occupiers must not deposit or leave garbage or recyclable materials:

(a) on Common Property (other than in a Garbage Room or a garbage chute according to this by-law); or

(b) in an area of the Lot which is visible from outside the lot. Requirements for Lots

6.2 Owners and occupiers of a lot must, at their cost:

(a) comply with any rules regarding the storage and removal of garbage and the use of the Garbage Rooms and garbage chutes;

(b) arrange for the regular removal of rubbish from the lot;

(c) ensure that rubbish receptacles in the lot are not visible from outside the lot;
and

(d) ensure that rubbish receptacles in the lot are kept clean and do not omit odours.

6.3 Owners and occupiers must dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

6.5 Owners and occupiers are liable for any damage caused to any other person or property following a breach of this by-law 6.

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Obligations of the Owners Corporation

6.6 The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Rooms.

6.7 The Owners Corporation must clean, maintain, repair and arrange for the regular removal of rubbish and recyclable materials from the Garbage Rooms.

6.8 The Owners Corporation must:

(a) accept an assignment or novation of the Initial Waste Collection Contract or enter into a new Waste Collection Contract in a form and on terms required by Council; and
(b) at all times ensure that the Strata Scheme has the benefit of a Waste Collection Contract.

6.9 All garbage/recycling bins are to be kept in the garbage bin storage area in the main block. Bins are only to be placed in the designated pick up area on the day of garbage collection and are to be returned to the storage area immediately after collection.

6.10 By-laws 6.8 and 6.9 are Council requirements and any variation or repeal of those by- laws will be a contravention of the terms of the Development Approval.

7. Curtains etc

(a) Any blind, curtain, shutter or other treatment in a window or door, which faces public or common areas, must appear white from the outside of the Building.
(b) Vertical drapes are prohibited as window treatment in any window or door.

8. Air conditioning in the Building

Within individual lots

8.1 All Air Conditioning Equipment is owned by and is the sole responsibility of the relevant lot owner, whether that equipment is located within a lot or within common property.

8.2 No Air Conditioning Equipment is to be placed on the street facade or be visible from outside the Building

8.3 Each lot owner:
(a) must maintain, replace or repair the Air Conditioning Equipment as necessary;
(b) bears the sole responsibility of insuring the Air Conditioning Equipment;
(c) must comply with the requirements of any competent authority including those outlined in the Development Approval regarding the operation of the Air Conditioning Equipment; and
(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.4 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her Air Conditioning Equipment is located.

Within common property

8.5 Where air conditioning services common areas, the Owners Corporation owns the Air Conditioning Equipment installed.

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8.6 The Owners Corporation:

(a) must maintain replace or repair the common property Air Conditioning Equipment as necessary;
(b) bears the sole responsibility of insuring the common property Air Conditioning Equipment;
(c) must comply with the requirements of any competent authority regarding the operation of the common property Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.7 The cost of insuring, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the owners on a unit entitlement basis.

9. Kitchen Exhausts

9.1 Each lot owner is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust from within their lot excluding the outlet on the balcony (if applicable).

9.2 The Owner's Corporation is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust ducting within common property and the outlets. The kitchen exhaust outlets are externally ducted to an area above the balcony or through the facade of the building.

10. Hot water systems

10.1 The owner of each lot:

(a) has a special privilege to connect to and use the common property hot water system;
(b) must not interfere with the operation of the common property hot water system; and
(c) must comply with any directions given by the Owners Corporation in relation to the use and operation of the common property hot water system.

10.2 The Owners Corporation must operate, maintain, repair and replace the hot water system in accordance with the Building Code of Australia

10.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

10.4 The cost of water supply is billed to the Owners Corporation and will be charged by the Owners Corporation to owners on a unit entitlement basis. Individual lot owners will be billed directly and separately for gas used to heat water.

11. Building Works

11.1 An Owner must not alter the structure of a lot without giving to the Owners Corporationat least 14 days' notice.

11.2 The notice under by-law 12.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated time period for the carrying out of the proposed alterations;
(b) the nature and extent of the proposed alterations; and
(c) whether any common property will be affected.

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11.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

11.4 The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12. Structural Support in the Building

12.1 An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.

13. Change in use of lot to be notified

13.1 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).

13.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the relevant Council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the Council consent must be furnished to the Owners Corporation.

13.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

14. Storage of inflammable liquids and other substances and materials

14.1 An owner or occupier of a lot must not, except with the approval in writing of the Strata Committee, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

14.2 This by-law does not apply to chemicals, liquids, gases or other material:

(a) used or intended to be used for domestic purposes;
(b) used or intended to be used in accordance with any approval obtained in relation to the use or occupation of a Retail Lot; or
(c) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Security Keys

151 The Strata Committee may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Strata Committee must make Security Keys available to:

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(a) Owners and occupiers; and
(b) persons authorised by the Strata Committee or Owners Corporation.

15.3 The Security Keys provided to persons under by-law 16.2 need only provide access to the parts of the Building which those persons are entitled to access.

15.4 The Strata Committee may charge a reasonable fee for a Security Key required by an owner of a lot.

15.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Strata Committee.

15.6 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;
(b) immediately notify the Strata Committee if the Security Key is lost, stolen or misplaced;
(c) when requested by the Strata Committee, immediately return the Security Key to the Strata Committee; and
(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16. Security System

Owners and occupiers must not interfere with or damage the Security System and must promptly notify the Owners Corporation if any part of the Security System is defective, damaged or malfunctioning.

17. Electrical

Owners or occupiers must not overload the electrical facilities provided to their lots. If overloading occurs, all costs associated with repairs to the lot or the Building are the sole responsibility of the party causing the overload.

18. Integrity of Fire Systems

18.1 Owners and occupiers must not interfere with or damage any fire safety device or equipment nor activate any device except in the case of emergency or where these is risk of damage or injury to the parcel or any person within the parcel.

18.2 Owners and occupiers must:

a) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;

b) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the parcel;

c) promptly notify the Owners Corporation of a risk or fire hazard within the parcel;

d) must not change the type of lock installed on the front door to any lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with by- law 40.3. This is because, for fire safety access reasons, all doors in the Building must have similar locking devices;

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e) notify the Owners Corporation before changing any lock to any other door in a lot or adding additional locking devices to any other door in a lot;

f) on receiving notice from the Owners Corporation that an inspection is required, provide access to the lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.

g) allow annual access to the lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the lot.

18.3 Despite the provisions of this by-law, owners and occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their lots.

18.4 If owners or occupiers breach this by-law, the Owners Corporation has the right to enter into any lot to repair or rectify any breach and to recover the cost of doing so as a debt against the owner.

18.5 The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to any other relevant person or entity (e.g. caretakers, building managers or concierges).

19. Storage spaces

19.1 If a lot comprises or includes a storage space the owner or occupier of that lot must:

(a) keep that storage space in good repair;
(b) keep that storage space in a clean, hygienic condition, free of rodents and other infestations;
(c) not store flammable, explosive, dangerous or perishable items or substances in that storage space; and
(d) at their own expense, comply with all laws about that storage space including any requirements of Council, Government Agencies and the Owners Corporation.

19.2 If sprinkler heads are within or close to a storage space the owner or occupier of that lot must ensure that:

(a) the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time; and

(b) items in that storage space are not stored to ceiling height so as to interfere with sprinkler heads and are stored away from any existing motorised dampers and exhaust vents.

BALCONIES/ COURTYARDS

20. Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from the street level outside the Building.

21. Appearance of lot and balcony

21.1 The owner or occupier of a lot must not store or display any item in a lot or on a balcony which is visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the Building.

21.2 The owner or occupier of a lot must not install a roller shutter over any entrance, door or windows to their lot.

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22. Balconies and gardens

22.1 Balconies/courtyards within the Building are not to be enclosed by any awnings, louvres, screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This by-law does not cover any awnings, louvres, screens, blinds, windbreaks, wind or sunscreens, enclosures or similar structures that were installed by the Original Owner as permitted by the Development Approval.

22.2 An owner or occupier must not alter or remove any awning, louvre, balcony enclosure, window restrictor or other similar structure or apparatus installed by the Original Owner.

22.1 By-law 24.2 is a Council requirement and any variation or repeal of this by-law will be a contravention of the terms of the Development Approval.

22.2 An owner or occupier must keep all internal landscaping (including any water feature or irrigation system installed by an owner or occupier) and balconies clean, tidy and well maintained and repair or reinstate any common property damaged by the internal landscaping.

22.3 Should owners or occupiers fail to repair or reinstate common property in accordance with by-law 24.2 the Owners Corporation has the right to enter the lot and repair or reinstate the common property at the cost of the owner.

22.4 Balcony Use

i) Prohibitions

An owner or occupier of a lot must not:

a) store or keep any household goods or items on a balcony;

b) hang clothes, washing, bedding or towels on a balcony; or

c) install or keep an air-conditioning unit on a balcony if that air-conditioning unit would be visible from the public domain.

ii) Development consent

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

22.5 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

23. Landscaping

23.1 Where landscaping within lots reaches or extends into common property and is compatible with common landscaping on the common property, owners and occupiers must keep the planting consistent with the common property planting.

23.2 As a general rule, the theme of the landscaping throughout the Building is specified and approved by Council and the nature and seam of the landscaping should not be changed without Council approval.

24. Water on balconies

24.1 Owners and occupiers, when watering plants, washing windows or cleaning balconies must:

(a) attempt to ensure that no water escapes from their balconies; and

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(b) not flush water or any waste down the balcony floor drain. These are designed to take minimal overflow only and are not for general drainage purposes or for overuse.

24.2 Owners and occupiers are responsible for any damage caused to any other person, property, common property or Building plant and equipment caused by any breach of this by-law.

25. Furniture and possessions on balconies

25.1 Owners and occupiers of lots must ensure that any furniture, barbeques, seating, dining settings, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:

(a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;
(b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;
(c) any umbrellas used must be weighted at the base;
(d) umbrellas must never be left up when balcony is not in use or in high winds;
and
(e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

25.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

25.3 Owners and occupiers may store and operate a portable barbecue on the balcony of a lot if:

(a) it is a type approved according to by-law 27.4;
(b) it will not (or is not likely to) cause damage;
(c) it is not (or is not likely to become) dangerous;
(d) it is covered when being operated; and
(e) it is kept clean and tidy, provided owners and occupiers comply with by-law 27.5.

25.4 Owners and occupiers may store and operate the following types of portable barbecues on the balcony of a lot:

(a) a covered kettle style portable barbecue;
(b) a covered gas or electric portable barbecue; and
(c) any other type approved by the Owners Corporation

25.5 Owners and occupiers must:

(a) not store or operate a portable barbecue on the balcony of a lot if that portable barbecue has no cover;

(b) only operate barbecues during the hours of 9.00am and 9.00pm or otherwise during hours approved by the Owners Corporation;

(c) not permit smoke, odours or noise associated with the use of a portable barbecue on the lot to be emitted on to other lots in the Building to the extent which may cause a nuisance to other owners and occupiers in the Building.

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26. Satellite dishes

Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the Building.

CARPARKS

27. Vehicles

27.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation. Without limitation, this includes any common property parking spaces and service areas.

27.2 The Owners Corporation may delegate the granting of consent under by-law 29.1 to the Strata Committee.

27.3 Car parking spaces (including common property parking spaces), service vehicle bays and access driveways must be kept clear of goods and must not be used for storage purposes, including garbage storage.

28. Use of Car parking and Motorcycle Spaces

28.1 On-site car parking spaces, except car spaces for service vehicles and visitors, must only be used by occupants of the Building.

28.2 Owners and occupiers are not permitted to lease, licence or transfer ownership of any car parking space or motorcycle space to any person other than an occupant of the Building. An owner or occupier of a lot must not cause or permit a boat, trailer or unregistered vehicle to be parked (or remain parked), or any other item which the Owners Corporation considers may be hazardous, in a car parking space or motorcycle space and must immediately on demand of the Owners Corporation remove from the parcel any boat, trailer or unregistered vehicle so parked in breach of this by-law that is owned by them, is in their possession, or is under their control.

28.3 An owner or occupier must not install a bollard or other similar device within a car parking space or motorcycle space without the prior written approval of the Owners Corporation.

28.4 A motorcycle space must only be used for parking one motorcycle or scooter and that motorcycle or scooter must be currently registered, in good working order and actively used at least on a weekly basis.

29. Common property parking

Car wash bay

29.1 Owners or occupiers may use any designated car wash bay

(a) between the hours of7:00am to 10:00pm or other hours nominated by the Strata Committee; and
(b) only for the purpose of washing cars.

29.2 When using the carwash bay, an owner or occupier must:
(a) not unreasonably obstruct the use of the car wash bay by other owners and occupiers;
(b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;
(c) ensure any water plashing does not affect any adjoining car spaces;

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(d) turn off all taps used; and
(e) leave the car wash bay clean and tidy. Visitor car spaces

29.3 An owner or occupier must not park their vehicle in a visitor car parking space.

29.4 A visitor may park a vehicle in visitor car parking space for a consecutive period of up to 12 hours at any one time only for the purpose of visiting an owner or occupier.

29.5 The visitor car parking spaces are to be maintained free of obstruction and are for the exclusive use of visitors.

30. Storage of Bicycles

30.1 An owner or occupier must not:

a. permit any bicycle to be stored in the common property except in designated areas; nor
b. permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building.

30.2 Owners and occupiers storing bicycles in designated storage areas do so at their own risk.

30.3 Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, or any other part of common property.

COMMON PROPERTY AND BEHAVIOUR ON COMMON PROPERTY

31. Roof Areas

31.1 The only access to roof areas is for cleaning/maintenance purposes by authorised personnel only.

31.2 Any person accessing the roof area with the authority of the Owners Corporation must adhere to any relevant access and safety requirements as issued by the Owners Corporation from time to time. At a minimum, these access and safety requirements should cover use of any access and safety systems installed within the Building and adherence to relevant occupational health and safety legislation or guidelines.

32. Moving furniture and other objects on or through common property

32.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the Building unless at least 2 business days' notice has first been given to the Strata Committee or any other delegate of the Strata Committee so as to enable protective covering to be installed in lifts, a lift key to be booked and to enable a representative to be present at the time when the owner or occupier does so.

32.2 All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:
(a) via the Loading Bay;
(b) without obstruction of any other person, property, or public way;
(c) using only the lift that has been reserved and fitted with protective covering;
(d) trucks must be suitable to enter the Loading Bay and may not park in any way as to impede orderly flow of traffic to and from the car park and Loading Bay or park on other common property; and

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(e) moves not booked in accordance with by-law 35.1 will be turned away until by- law 35.1 has been complied with.

32.3 Owners and occupiers are liable for any damage caused to any person, property or common property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured.

32.4 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or person or personal property during the moving of furniture and other objects through common property.

33. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

34. Damage to lawns and plants on common property

34.1 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.

35. Damage to common property

35.1 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.

35.2 An approval given by the Owners Corporation under by-law 39.1 cannot authorise any additions to the common property.

35.3 This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or peep hole or other safety device for protection of the owner's lot against intruders, or
(b) any structure or device to prevent harm to children.

provided that such structure or device complies with the relevant fire safety standards or code and the Owner provides the original owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the screen, structure or device complies with the relevant fire safety standards or code.

35.4 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building. Any screen door or flyscreens must be colour matched to the relevant door, wall or window and such colour matching must be approved by the Owners Corporation prior to installation.

35.5 The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 39.3 that forms part of the common property and that services the lot; and

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(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 39.3 that forms part of the common property and that services the lot.

35.6 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

36. Apartment Entry Door Modifications

36.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

36.2 Alterations or modifications to apartment entry doors require prior approval in accordance with by law

36.3 If an Owner or Occupier applies to the Owners Corporation for consent under this by- law, that Owner or Occupier must provide the Original Owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.

37. Insect screens

37.1 An owner or occupier must not install Insect Screens to an entry door to a lot. (excluding townhouses/terraces)

37.2 An owner or occupier may install Insect Screens which face the exterior of the Building so long as the Insect Screen is finished in a powder coated finish and is the same colour as the window/door frame. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

38. Behaviour of owners and occupiers smoking

38.1 Smoking on or within common property is prohibited. Owners and occupiers are responsible for the actions of their visitors and invitees and must make them aware of this prohibition.

38.2 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.

39. Children playing on common property in Building

39.1 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.

39.2 Owners and occupiers must not permit any child of whom the owner or occupier has control to make excessive noise on common property or within lots (eg open balconies) so as to disturb the peaceful enjoyment of other owners and occupiers.

40. Behaviour of invitees

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.

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41. Depositing rubbish and other material on common property

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.

42. Notice board

42.1 The Owners Corporation will maintain a notice board on Common Property for the purpose of communicating with you.

42.2 If the Owners Corporation posts a notice of a meeting of the Owners Corporation on the notice board you will be deemed to have received that notice within 48 hours of the time of its posting.

43. Lifts

43.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within common property within the Building (Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

43.2 The cost of the Service Contract for the Building lifts is payable by all lot owners on a unit entitlement basis.

43.3 Owners and occupiers must:

(a) not allow children to operate any lifts; and

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and

(c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

43.4 If an owner or occupier damages a lift or any part of the common property, that owner or occupier is responsible for the costs of repair to the Owners Corporation.

44. Access to services and plant and equipment rooms

44.1 Section 122 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122.

44.2 Owners and occupiers of lots must allow access to the Owners Corporation, the Strata Committee, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Strata Committee or the Strata Managing Agent must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

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45. Rules

45.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and the parcel.

45.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

45.3 The rules bind owners, occupiers and a mortgagee in possession of a lot.

GENERAL

46. Other service agreements

46.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Approval or for the good order and management of the Building.

46.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

47. Provision of Amenities or Services

47.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including.

(a) window cleaning;
(b) garbage disposal and recycling services;
(c) electricity, water or gas supply;
(d) telecommunication services; and
(e) security services.

47.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47.3 The Owners Corporation may delegate entry of all or any service agreements to the Strata Committee.

48. Electronic service of notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

49. Embedded Network

49.1 The Owners Corporation has the power to appoint and enter into agreements with a supplier for the installation of an embedded electrical, solar and natural gas network for the supply of electricity, solar, broadband and natural gas to the Building for use in the hot water plant, internet services and gas cookers.

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49.2 The Owners Corporation has the power to supply electricity, solar, broadband and natural gas to lots in the Building and may make arrangements with owners and occupiers of lots about paying for electricity, internet services and natural gas supplied under this by-law.

49.3 The Owners Corporation may enter into agreements with the electricity, solar, broadband and natural gas supplier during the initial period for the Building.

49.4 An Owner may enter into an agreement or agreements with a supplier for use of electricity, solar, broadband or natural gas through the embedded electrical, solar, broadband and natural gas networks.

49.5 If the Owners Corporation enters into an agreement with a supplier during the initial period for the Building:

(a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or such other minimum period permitted by law); and

(b) the Owners Corporation may agree to pay the electricity, solar, broadband and natural gas supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the electricity, solar, broadband and natural gas supplier that will be payable if the electricity, solar, broadband and natural gas supplier is not appointed by the Owners Corporation at the first annual general meeting.

49.6 If the Owners Corporation enters into an agreement with an electricity, solar, broadband and natural gas supplier after the initial period for the Building:

(a) the term of the agreement may be for the period agreed by the Owners Corporation (but not exceeding the maximum permitted by law); and

(b) the pricing of the electricity, solar, broadband and natural gas supplier under the agreement may be as agreed by the Owners Corporation.

49.7 An agreement between the Owners Corporation and a electricity, solar, broadband and natural gas supplier must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the electricity, solar, broadband and natural gas supplier does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Owners and Occupiers to opt out of purchasing electricity, solar, broadband and natural gas from the supplier and the process for opting out.

50. Absolution of Maintenance- Lot Fixtures & Fittings

Part 1- Introduction and intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

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The intent being that any fixture or fitting contained within the lot, whether specified in the By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(c) Any items specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporation insurance policy shall still be protected by that insurance.

(d) At all times the owners corporation shall retain the maintenance responsibilities for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the owner's corporation responsibility, except where a lot owner has undertaken renovation within their lot that affects the waterproofed area/s

(e) The By-law does not confer any right upon a lot owner to install any items listed in this By-law as a fixture or fitting of a lot.

Part 2- Definitions

In this By-law, unless the context otherwise requires or permits:

(i) Act means the Strata Schemes Management Act 2015(NSW) or any amendment
(ii) Lot means any lot in the strata plan
(iii) Owner means the owner of the lot
(iv) Owner Corporation means the owners corporation created by the registration of the strata plan
(v) Internal Area means any areas within the envelope of a lot as defined by the strata plan
(vi) Internal Pipe Work and Wiring means any pipe works or wiring that only services one lot, whether located on a common property or internal wall

In this By-law, unless the context otherwise requires
(i) The singular includes plural and vice versa
(ii) Any gender includes the other genders
(iii) Any terms in the By-law will have the same meaning as those defined in the Act and
(iv) References to legislation includes references to amending and replacing legislation.

Part 3- Terms and Conditions

In accordance with section 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the strata scheme.

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to

i) All cornices
ii) All skirting boards
iii) All architraves and internal door jams
iv) Wall tiles wherever located, including kitchen, bathroom and laundries
v) Floor tiles wherever located, including kitchen, bathroom and laundries
vi) False ceilings
vii) Mezzanines, stairs and handrails
viii) All paintwork and wall paper

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ix) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry areas

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to

i) All taps and internal pipe works
ii) Shower screens
iii) Bathtub, including internal floor waste and drainage pipes
iv) Sinks and hand basins including internal drainage pipes
v) Cabinets and mirrors
vi) Toilet pan, including cistern and internal waste pipes
vii) All lights, light fittings and exhaust fans that only service the lot where located

3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to

i) All taps and internal pipe works
ii) All internal wastes and drainage pipes, including connection to the common stack
iii) Bench tops
iv) Sinks and incinerators
v) Ovens, stoves and cook tops
vi) All lights, light fittings, exhaust fans and rangehood that only service the lot, wherever located, including ducting and external ventilation points.

3.4 Flooring Coverings

i) All carpet within the lot
ii) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
iii) All floor boards, whether it is floating or fixed

3.5 Balcony/Courtyard Areas

i) All tiles, pavers and decking
ii) All handrails within the balcony or courtyard area
iii) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
iv) All plants and grassed areas within the balcony or courtyard
v) The pruning, trimming or removal of a tree or trees, including damage caused by roots
vi) Fences that divided two lots
vii) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical fittings and Appliances

i) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
ii) All electrical sockets and wall plates
iii) Ceiling fans
iv) Smoke detectors that only service one lot

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v) Alarm System that only service one lot

vi) Electrical main and sub-main that services only one lot including fuses wherever located

vii) Individual garage door motors

viii) Intercom, telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located

ix) Split system and ducted air conditioning system, including condenser units and all associated equipment wherever located that only service one lot

x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located

xi) Any general appliances such as dishwasher, microwave oven, clothes dryer or other that is designed to only service the lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

i) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote-control units that operate the common entry door s and garage doors of the scheme

ii) Automatic door closers

iii) any locking device including mail box lock or door furniture installed on the front and back doors, balcony doors and windows of the lot, whether installed originally or subsequently by the lot owner

All flyscreens and security screens/door fitted to the windows, doors and balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner

51. Access for Inspection of Fire Services

A) Definitions

i) The following terms are defined to mean;

Agents means the strata managing agent, strata committee or any fire safety contractor or personnel engaged by the owners corporation, the Environmental, Planning and Assessment Regulation 2000 (NSW) or any Fire Safety measure listed on Fire Safety Certificate applicable to the strata scheme

Fines or Re-inspection fees includes any fines or charges imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation

Reasonable access means between the hours of 7.00am and 7.00pm Monday to Friday excluding public holidays

ii) Where any terms used in this By-law are defined in the strata Management Act 2015, they will have the same meaning as those terms are attributed under that Act

B) Duties of Owners

In relation to the owners corporation responsibility to obtain Annual Fire Safe5ty Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring the following;

i) That where necessary the owners corporation or its agent have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment

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ii) That the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purpose of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The owners corporation or their agents must provide the occupants of the lot with a minimum of sever (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (B) above

D) Indemnity

i) The owner of a lot indemnifies the owners corporation against any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (B)

ii) The owner of a lot indemnifies the owners corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to issue.

E) Right to Remedy Default

If an owner, or occupier, or lessee of a lot fails to comply with this By-law, then the owners corporation may

i) Carry out all the necessary work to perform the obligation
ii) Enter upon any part of the parcel to carry out that work
iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

52 Alterations and additions to the Fire Door of a Lot

A) Definitions

i) The following terms are defined to mean

Fire Door of a lot means the common property entrance door to the lot in the strata scheme including all attached locks, door handles, door frames, door closers and other ancillary structures

Original Condition means the condition at the date of registration of the strata scheme

ii) Where any terms used in this By-law are defined in the Strata Scheme Management Act 2015, they will have the same as those words are attributed under that Act

B) Duties of Owners

i) Notwithstanding By-law No 5 of the strata scheme, an owner or occupier, or lessee of a lot must not replace or make any alterations or additions to the fire door that gives access to the owner's, or occupier's or lessee's lot(including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation and Make any alterations or additions to a fire door that gives access to the owner's or occupier's or lessee's lot that is in breach of the fire regulations under the Building Code of Australia

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C) Liability

i) An owner of a lot will be liable for any damage, alteration or addition made or caused to a fire door by the owner without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred.

ii) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a fire door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred

D) Indemnity

An owner of a lot must indemnity the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a fire door by the owner or the occupier or lessee of the owner's lot including liability under section65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this By-law, then the owners corporation may;
i) Carry out all the necessary work to perform the obligation
ii) Enter upon any part of the parcel to carry out that work
iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

53 Compensation to Owners Corporation

A) Definitions

(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 2015.
'works' means any repair, maintenance, replacement, refurbishment undertaken at the strata scheme or any penalty imposed by public authority on the lot
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the

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Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged,

(v) Caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)

(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

54 Use of Facilities – Barbecue Area

An owner/resident/occupier shall:

a. not use the barbecue area, and surrounds between the hours of 9.00PM and 8.00AM eastern standard time or 10.00PM and 7.00AM daylight saving time; or

b. not illuminate any lights in the barbecue area or associated therewith between the said hours of 9.00PM and 8.00AM eastern standard time or 10.00PM and 7.00AM daylight saving time; or

c. not whilst using the barbecue area create any or allow any noise to be created which is likely to interfere with the peaceful enjoyment of the owners, residents or occupiers of other lots or common property in the strata scheme.

d. be responsible for the cleaning after use of the barbecue area, any damage to the common property and expenses incurred to the use of the barbecue area

e. ensures all the common power off after use of the barbecue area

f. not be more than 15 people (including the owner or occupier) at the same time.

g. Persons using the barbecue area, shall exercise caution at all times and shall not throw any rubbish or behave in any manner that is likely to interfere with the use of such facilities by other persons.

In relation to the use of the barbecue, an owner, resident or occupier of a lot shall ensure that their invitees do not use the same unless they or another owner, residents or occupier accompanies them that children are not in or around the barbecue area unless accompanied by an adult owner, resident or occupier exercising effective control over them;

h. In the event that an owner, resident or occupier of a lot use the barbecue area fails to comply with any matters set out in the terms and conditions referred to the above clauses (a) or (g) hereof then the Owners Corporation by delegation to the Strata Committee, the strata

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managing agent or the caretaker may terminate the right of the owner, residents or occupier to use the barbecue area immediately. Any costs incurred due to clause (d) will be recovered from the owners as a debt from the owners of the lot by way of a levy charged to the lot.

In relation to the use of the barbecue area, the Strata Committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one owner, resident or occupier to be permitted to use these areas at any one time.

55 Use of Facilities – Gym Room

55. Swimming Pool Area

55.1 Your obligations

You must comply with this by-law when you use the Swimming Pool Area. You must also comply with any Rules made by the Owners Corporation about using the Swimming Pool Area.

55.2 Conditions for using the Swimming Pool Area

(a) You and your visitors may use the Swimming Pool Area. You must accompany their visitors when they are in the Swimming Pool Area.

(b) You and your visitors may use the Swimming Pool Area only during the hours of 7.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

(c) You must:

(i) comply with any Rules about the number of visitors they may bring into the Swimming Pool Area at the same time;

(ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Swimming Pool Area; and

(iii) be adequately clothed when you are in the Swimming Pool Area and must ensure your visitors are adequately clothed when they are in the Swimming Pool Area.

(d) You must not:

(i) bring glass objects, drinking glasses or sharp objects into the Swimming Pool Area; or

(ii) run, be noisy or do anything that might be dangerous while you are in the Swimming Pool Area

(e) You must have consent from the Owners Corporation to:

(i) bring food or drink into the Swimming Pool Area. However, you may bring non-alcoholic drinks in shatter proof containers into the Swimming Pool Area;

(ii) hold parties or other functions (including swimming classes) in the Swimming Pool Area;
or

(iii) interfere, operate or adjust the settings of equipment in the Swimming Pool Area,

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55.3 Maintaining and paying for the Swimming Pool Area

The Owners Corporation must maintain, repair and, where necessary, replace the Swimming Pool Area.

55.4 Security and access

The Owners Corporation may lock or secure the Swimming Pool Area by Security Key. The Owners Corporation must give you a Security Key to the Swimming Pool Area and may charge a fee for additional or replacement Security Keys.

56 Relocation of Motor Vehicle

The owners corporation of Strata Plan No 100991100414 prepare a motor vehicle Relocation Notice under reg 34 of the Strata Schemes Management Regulation 2016 (NSW) (called Relocation Notice) in respect of the vehicle on common property described in the Schedule;
place the Notice on or near the vehicle;
not earlier than five clear days after placement, move the vehicle in accordance with the Relocation Notice; and
When the owners details are known, recover all costs incurred by the owners corporation in the relocation such as towing costs, legal costs and strata management costs from the owner as a debt from the owner of the lot by way of a levy charged to the lot;

Schedule: Motor Vehicle Details:

Type.....

Colour.....

Registration No (if known) .....

Location on Common Property.....

57 Overcrowdings

a) 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 following formula;
Maximum = 2 x bedroom
Where: Maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occuper of a lot (as the case may be); and
b) 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.
c) This by-law does not apply to an onwer of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

58 Minor Renovation

1. Intention

The intention of this By-law is
I. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6) (b) of the Strata Schemes Management Act,

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II. Define what Minor Works may be approved by the committee,
III. Provide owners with an application process to have their Minor Works approved,
IV. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

I. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
II. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
b. Renovating any other room within a lot (not including structural works)
c. Changing or installing recessed light fittings,
d. Installing or replacing wood or other hard floors,
e. Installing or replacing wiring or cabling or power or access points,
f. Work involving reconfiguring walls,
g. Installing or replacing pipes and duct work,
h. Installing a reverse cycle split system or ducted air-conditioning system,
i. Installing double or triple glazed windows,
j. Installing ceiling, wall or floor insulation,
k. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the time frames and within provisions of the Act and Regulations.
iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
v. The committee may, at its own discretion, decide that an application for Minor Renovations be Determined by the Owners Corporation at a general meeting.
vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;
i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
ii. A description of the Minor Renovations proposed,
iii. All plans, specifications, drawings, expert reports or other information that will assist the

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committee in processing the application, including;

a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;

b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,

iv. Details of how any rubbish and debris will be disposed of during the construction process,

v. The estimated duration of the work,

vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;

ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;

iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

iv. the installation of any devices must be affected 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 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

a. 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;

b. 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.

c. The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

i. The supply of a Dilapidation Report prior to the commencement of the works,

ii. The supply of additional expert reports relevant to the proposed works,

iii. Payment of a Bond before commencement of the works,

iv. Conditions surrounding noise and proposed times of work,

v. Provisions for cleaning and removal of debris,

vi. Conditions surrounding access to common property for trades, equipment and vehicles.

vii. Any other matter relevant to the application.

59 Agreement with the Building Manager

59.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Vivacity Olympic Park.

The Owners Corporation may exercise its power under this by-law 20 in its capacity as an owners corporation.

59.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

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59.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

59.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

(a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act; and

(b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

59.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

59.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

(a) caretaking, supervising and servicing Common Property;

(b) supervising cleaning and garbage removal services;

(c) supervising the repair, maintenance, renewal or replacement of Common Property;

(d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;

(e) coordinating the carrying out of Building Works;

(f) managing the Security Key system and providing Security Keys according to the by-laws;

(g) providing services to the Owners Corporation, Owners and Occupiers;

(h) supervising employees and contractors of the Owners Corporation;

(i) supervising VivaCity Olympic Park generally;

(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of VivaCity Olympic Park; and

(k) utilising the Building Manager's Amenities in conjunction with the Building Manager's duties.

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60. Smoking Penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) 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.

THE OWNERS - STRATA PLAN No. 100991
Common Seal

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan 100991 was affixed 3 August 2020 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: **Patrick Yuen for Strata Co-op**

Authority: **Appointed Managing Agent**



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Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	STRATA CO-OP -

Land Registry Document Identification

AU511337

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP100991	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100991

Other legal entity

Meeting Date

11/06/2024

Amended by-law No.	
Details	N/A
Repealed by-law No.	
Details	N/A
Added by-law No.	
Details	SPECIAL BY-LAWS 5 & 6

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP100991
Signer Name	ANDREW WILLIAM MCNEILL
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	18/10/2024

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Strata By-Laws SP 100991

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A. About the by-laws

Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building.
They are an essential document for the Owners Corporation and everyone who owns or occupies a lot.

Who must comply with the by-laws?

Owners and occupiers must comply with the by-law The Owners Corporation must comply with the by-laws.

B. Common Property Rights By-Laws (if any)

Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing common property, the Common Property Rights By-Laws make owners responsible for the common property of which they exclusively use or have the benefit.

Interpreting this section

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

How to change a Common Property Rights Use By-Law

The Owners Corporation may, by special resolution:

(a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and

(b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

(a) include those amounts in notices for your administrative fund or sinking fund contributions; and

(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

Repairing damage

You must repair damage you cause (or a visitor or someone acting on your behalf causes) to common property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

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Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

Additional insurances

In addition to your obligations under by-law 14, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property

USE OF LOTS

1. Residential Use

1.1 Residential Lots can only be used by owners or occupiers as follows:

(a) Permanent residential accommodation including under leases subject to the Residential Tenancies Act. Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;
(b) bedrooms must not be further divided, screened or partitioned in any way;
(c) the total number of adults residing in one Residential Lot must not exceed twice the number of approved bedrooms; and
(d) Owners, tenants or the Owners Corporation must not advertise or permit an agent or building manager to advertise a Residential Lot for short term accommodation
or share accommodation.

2. Flooring

2.1 ***Noise Transmission standard***

The L'nT, w of the floor of a lot must be 45 or less (other than in an area that is a kitchen, laundry, lavatory or bathroom).

2.2 ***Compliance***

The owner and occupier of a lot must ensure and continue to ensure compliance with clause 2.1 of this by-law.

2.3 ***Application to existing floors***

The requirements of this by-law apply to any floor of a lot, whether installed before or after the making of this by-law.

2.4 ***Bond***

Before installing Non-Carpet, Floor Covering an owner or occupier of a lot must pay a bond to the owners corporation to secure compliance with their obligations under this by-law.

2.5 ***Notice***

An owner or occupier of a lot must notify the owners corporation at least 21 days before installing Non-Carpet Floor Covering.

2.6 ***Other approvals***

This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

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2.7 ***Acoustical consultant's reports***

(a) Before installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the proposed installation is likely to achieve compliance with clause 2.1 of this by-law.

(b) After installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation, within 14 days, a report from a suitably qualified acoustical consultant stating that the installation in fact achieved compliance with clause 2.1 of this by-law.

2.8 ***Conditions applying to building works***

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

(a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;

(b) must be carried out in a proper and workmanlike manner with due care and diligence;

(c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;

(d) must not compromise the proper functioning or performance of any existing system or element of the parcel;

(e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;

(f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and

(g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

2.9 ***Maintenance***

Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot in respect of which Non-Carpet Floor Covering is installed must maintain and keep in a state of good and serviceable repair that installation.

2.10 ***Owners corporation's report***

If the owners corporation forms the view, in its sole discretion, that the floor of a lot may not comply with clause 2.1 of this by-law, then (without limiting its other rights) the owners corporation may obtain a report from a suitably qualified acoustical consultant in respect of the compliance (or otherwise) of the floor with that clause 2.1.

2.11 ***Development consent***

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

2.12 ***Approvals***

In relation to any right granted to a person hereunder, that person must:

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(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.13 ***Consents***

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.14 ***Bond***

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

(i) as reasonably determined from time to time by the owners corporation; or

(ii) in the absence of such a determination, the amount of $500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Strata Schemes Management Act 2015 in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.15 ***Acting through others***

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

(a) will not by reason only of so doing be released from that obligation, or release that right; and

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(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.16 ***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.

2.17 ***Exercise of care, skill and compliance with law***

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

2.18 ***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 2.18 a reference to property includes the common property or personal property vested in the owners corporation.

2.19 ***Conditions attaching to remedial work***

An owner or occupier of a lot who is required to do work under clause 2.18 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.

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***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.*

2.20 ***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.

2.21 ***Application of the Civil Liability Act 2002***

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.22 ***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;

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(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.

2.23 ***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.

2.24 ***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.

2.25 ***Definitions***

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

(a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

(b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;

(c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

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L'nT,w means weighted standardized impact sound pressure level ($L'_{nT,w}$) measured and calculated according to the requirements of International Standard ISO 140-7:1998 "Acoustics – Measurement of sound isolation in buildings and of building elements Part 7: Field measurements of impact noise insulation of floors", 1998 and International Standard ISO 717-2:1996 "Acoustics – Rating of sound insulation in buildings and of building elements Part 2: Impact sound isolation", 1996 published by the International Organization for Standardization or such amending or replacing standard as may apply from time to time; and

Non-Carpet Floor Covering means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring.

3. Keeping of animals

3.1 Subject to section 139(5) of the Management Act, an owner or occupier of a lot may only keep the following within a lot:

(a) desexed cat/s, and/or

(b) small dog/s (not to exceed 14 Kg in weight); but a maximum of 2 four-legged animals can be kept; and/or

(c) small caged bird/s, and/or

(d) fish kept in a secure aquarium on the lot.

The written approval of the Owners Corporation must be obtained before any owner or occupier will be permitted a variation on these restrictions. The Owners Corporation may delegate authority to vary these restrictions to the Strata Committee.

3.2 If an owner or occupier of a lot keeps any cat or dog on the lot then the owner or occupier must:

(a) notify the Strata Committee that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property or keep it on a lead, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Rules

3.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

(a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and

(b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and

(c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:

(i) any noise which is disturbing to an extent which is unreasonable; and

(ii) for damage to or loss of property or injury to any person caused by the

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animal; and

(d) is responsible for cleaning up after the animal anywhere on the common property; and

(e) is liable to the Owners Corporation for any damage to the common property caused by the animal or for any cleaning expenses where the owner or occupier has failed to clean up after the animal; and

3.4 No Excluded Dog is permitted within a lot or common property at any time.

3.5 This by-law applies to any owner, occupier or visitor to the Building.

4. Noise

An owner or occupier of a lot must not create any noise within a lot or 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.

5. Cleaning windows, louvres and doors

5.1 An owner or occupier of a lot must keep clean all glass in windows and all doors and all louvres on the boundary of the lot, including so much as is common property if those windows, louvres and doors can be safely accessed by the owner or occupier from within his or her own lot.

5.2 The Owners Corporation is responsible for the cleaning of all other glass and Building elements that are unable to be safely accessed from a lot.

5.3 Awnings and louvres on the external facade and balconies and balcony enclosures of the Building are integral to the architectural integrity of the Building, are for the benefit of the apartment adjacent to them and must be repaired, maintained and replaced by the Owners Corporation.

6. Garbage disposal and recycling

General requirements

6.1 Subject to these by-laws, owners and occupiers must not deposit or leave garbage or recyclable materials:

(a) on Common Property (other than in a Garbage Room or a garbage chute according to this by-law); or

(b) in an area of the Lot which is visible from outside the lot. Requirements for Lots

6.2 Owners and occupiers of a lot must, at their cost:

(a) comply with any rules regarding the storage and removal of garbage and the use of the Garbage Rooms and garbage chutes;

(b) arrange for the regular removal of rubbish from the lot;

(c) ensure that rubbish receptacles in the lot are not visible from outside the lot;

and

(d) ensure that rubbish receptacles in the lot are kept clean and do not omit odours.

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6.3 Owners and occupiers must dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

6.5 Owners and occupiers are liable for any damage caused to any other person or property following a breach of this by-law 6.

Obligations of the Owners Corporation

6.6 The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Rooms.

6.7 The Owners Corporation must clean, maintain, repair and arrange for the regular removal of rubbish and recyclable materials from the Garbage Rooms.

6.8 The Owners Corporation must:

(a) accept an assignment or novation of the Initial Waste Collection Contract or enter into a new Waste Collection Contract in a form and on terms required by Council; and

(b) at all times ensure that the Strata Scheme has the benefit of a Waste Collection Contract.

6.9 All garbage/recycling bins are to be kept in the garbage bin storage area in the main block. Bins are only to be placed in the designated pick up area on the day of garbage collection and are to be returned to the storage area immediately after collection.

6.10 By-laws 6.8 and 6.9 are Council requirements and any variation or repeal of those by-laws will be a contravention of the terms of the Development Approval.

7. Curtains etc

(a) Any blind, curtain, shutter or other treatment in a window or door, which faces public or common areas, must appear white from the outside of the Building.

(b) Vertical drapes are prohibited as window treatment in any window or door.

8. Air conditioning in the Building

Within individual lots

8.1 All Air Conditioning Equipment is owned by and is the sole responsibility of the relevant lot owner, whether that equipment is located within a lot or within common property.

8.2 No Air Conditioning Equipment is to be placed on the street facade or be visible from outside the Building

8.3 Each lot owner:

(a) must maintain, replace or repair the Air Conditioning Equipment as necessary;

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(b) bears the sole responsibility of insuring the Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority including those outlined in the Development Approval regarding the operation of the Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.4 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her Air Conditioning Equipment is located.

Within common property

8.5 Where air conditioning services common areas, the Owners Corporation owns the Air Conditioning Equipment installed.

8.6 The Owners Corporation:

(a) must maintain replace or repair the common property Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the common property Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority regarding the operation of the common property Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.7 The cost of insuring, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the owners on a unit entitlement basis.

9. Kitchen Exhausts

9.1 Each lot owner is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust from within their lot excluding the outlet on the balcony (if applicable).

9.2 The Owner's Corporation is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust ducting within common property and the outlets. The kitchen exhaust outlets are externally ducted to an area above the balcony or through the facade of the building.

10. Hot water systems

10.1 The owner of each lot:

(a) has a special privilege to connect to and use the common property hot water system;

(b) must not interfere with the operation of the common property hot water system; and

(c) must comply with any directions given by the Owners Corporation in relation to the use and operation of the common property hot water system.

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10.2 The Owners Corporation must operate, maintain, repair and replace the hot water system in accordance with the Building Code of Australia

10.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

10.4 The cost of water supply is billed to the Owners Corporation and will be charged by the Owners Corporation to owners on a unit entitlement basis. Individual lot owners will be billed directly and separately for gas used to heat water.

11. Building Works

11.1 An Owner must not alter the structure of a lot without giving to the Owners Corporation at least 14 days' notice.

11.2 The notice under by-law 12.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated time period for the carrying out of the proposed alterations;

(b) the nature and extent of the proposed alterations; and

(c) whether any common property will be affected.

11.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

11.4 The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12. Structural Support in the Building

12.1 An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.

13. Change in use of lot to be notified

13.1 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).

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13.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the relevant Council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the Council consent must be furnished to the Owners Corporation.

13.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

14. Storage of inflammable liquids and other substances and materials

14.1 An owner or occupier of a lot must not, except with the approval in writing of the Strata Committee, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

14.2 This by-law does not apply to chemicals, liquids, gases or other material:

(a) used or intended to be used for domestic purposes;
(b) used or intended to be used in accordance with any approval obtained in relation to the use or occupation of a Retail Lot; or
(c) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Security Keys

151 The Strata Committee may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Strata Committee must make Security Keys available to:

(a) Owners and occupiers; and

(b) persons authorised by the Strata Committee or Owners Corporation.

15.3 The Security Keys provided to persons under by-law 16.2 need only provide access to the parts of the Building which those persons are entitled to access.

15.4 The Strata Committee may charge a reasonable fee for a Security Key required by an owner of a lot.

15.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Strata Committee.

15.6 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;

(b) immediately notify the Strata Committee if the Security Key is lost, stolen or misplaced;

(c) when requested by the Strata Committee, immediately return the Security Key to the Strata Committee; and

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(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16. Security System

Owners and occupiers must not interfere with or damage the Security System and must promptly notify the Owners Corporation if any part of the Security System is defective, damaged or malfunctioning.

17. Electrical

Owners or occupiers must not overload the electrical facilities provided to their lots. If overloading occurs, all costs associated with repairs to the lot or the Building are the sole responsibility of the party causing the overload.

18. Integrity of Fire Systems

18.1 Owners and occupiers must not interfere with or damage any fire safety device or equipment nor activate any device except in the case of emergency or where these is risk of damage or injury to the parcel or any person within the parcel.

18.2 Owners and occupiers must:

a) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;

b) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the parcel;

c) promptly notify the Owners Corporation of a risk or fire hazard within the parcel;

d) must not change the type of lock installed on the front door to any lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with by-law 40.3. This is because, for fire safety access reasons, all doors in the Building must have similar locking devices;

e) notify the Owners Corporation before changing any lock to any other door in a lot or adding additional locking devices to any other door in a lot;

f) on receiving notice from the Owners Corporation that an inspection is required, provide access to the lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.

g) allow annual access to the lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the lot.

18.3 Despite the provisions of this by-law, owners and occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their lots.

18.4 If owners or occupiers breach this by-law, the Owners Corporation has the right to enter into any lot to repair or rectify any breach and to recover the cost of doing so as a debt against the owner.

18.5 The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to any other relevant person or entity (e.g. caretakers, building

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managers or concierges).

19. Storage spaces

19.1 If a lot comprises or includes a storage space the owner or occupier of that lot must:

(a) keep that storage space in good repair;

(b) keep that storage space in a clean, hygienic condition, free of rodents and other infestations;

(c) not store flammable, explosive, dangerous or perishable items or substances in that storage space; and

(d) at their own expense, comply with all laws about that storage space including any requirements of Council, Government Agencies and the Owners Corporation.

19.2 If sprinkler heads are within or close to a storage space the owner or occupier of that lot must ensure that:

(a) the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time; and

(b) items in that storage space are not stored to ceiling height so as to interfere with sprinkler heads and are stored away from any existing motorised dampers and exhaust vents.

BALCONIES/ COURTYARDS

20. Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from the street level outside the Building.

21. Appearance of lot and balcony

21.1 The owner or occupier of a lot must not store or display any item in a lot or on a balcony which is visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the Building.

21.2 The owner or occupier of a lot must not install a roller shutter over any entrance, door or windows to their lot.

22. Balconies and gardens

22.1 Balconies/courtyards within the Building are not to be enclosed by any awnings, louvres, screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This by-law does not cover any awnings, louvres, screens, blinds, windbreaks, wind or sunscreens, enclosures or similar structures that were installed by the Original Owner as permitted by the Development Approval.

22.2 An owner or occupier must not alter or remove any awning, louvre, balcony enclosure,

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window restrictor or other similar structure or apparatus installed by the Original Owner.

22.1 By-law 24.2 is a Council requirement and any variation or repeal of this by-law will be a contravention of the terms of the Development Approval.

22.2 An owner or occupier must keep all internal landscaping (including any water feature or irrigation system installed by an owner or occupier) and balconies clean, tidy and well maintained and repair or reinstate any common property damaged by the internal landscaping.

22.3 Should owners or occupiers fail to repair or reinstate common property in accordance with by-law 24.2 the Owners Corporation has the right to enter the lot and repair or reinstate the common property at the cost of the owner.

22.4 Balcony Use

i) Prohibitions

An owner or occupier of a lot must not:

a) store or keep any household goods or items on a balcony;

b) hang clothes, washing, bedding or towels on a balcony; or

c) install or keep an air-conditioning unit on a balcony if that air-conditioning unit would be visible from the public domain.

ii) Development consent

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

22.5 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

23. Landscaping

23.1 Where landscaping within lots reaches or extends into common property and is compatible with common landscaping on the common property, owners and occupiers must keep the planting consistent with the common property planting.

23.2 As a general rule, the theme of the landscaping throughout the Building is specified and approved by Council and the nature and seam of the landscaping should not be changed without Council approval.

24. Water on balconies

24.1 Owners and occupiers, when watering plants, washing windows or cleaning balconies must:

(a) attempt to ensure that no water escapes from their balconies; and

(b) not flush water or any waste down the balcony floor drain. These are designed to take minimal overflow only and are not for general drainage purposes or for overuse.

24.2 Owners and occupiers are responsible for any damage caused to any other person, property, common property or Building plant and equipment caused by any breach of

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this by-law.

25. Furniture and possessions on balconies

25.1 Owners and occupiers of lots must ensure that any furniture, barbeques, seating, dining settings, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:

(a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;

(b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;

(c) any umbrellas used must be weighted at the base;

(d) umbrellas must never be left up when balcony is not in use or in high winds;

and

(e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

25.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

25.3 Owners and occupiers may store and operate a portable barbecue on the balcony of a lot if:

(a) it is a type approved according to by-law 27.4;

(b) it will not (or is not likely to) cause damage;

(c) it is not (or is not likely to become) dangerous;

(d) it is covered when being operated; and

(e) it is kept clean and tidy, provided owners and occupiers comply with by-law 27.5.

25.4 Owners and occupiers may store and operate the following types of portable barbecues on the balcony of a lot:

(a) a covered kettle style portable barbecue;

(b) a covered gas or electric portable barbecue; and

(c) any other type approved by the Owners Corporation

25.5 Owners and occupiers must:

(a) not store or operate a portable barbecue on the balcony of a lot if that portable barbecue has no cover;

(b) only operate barbecues during the hours of 9.00am and 9.00pm or otherwise during hours approved by the Owners Corporation;

(c) not permit smoke, odours or noise associated with the use of a portable barbecue on the lot to be emitted on to other lots in the Building to the extent which may cause a nuisance to other owners and occupiers in the Building.

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26. Satellite dishes

Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the Building.

CARPARKS

27. Vehicles

27.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation. Without limitation, this includes any common property parking spaces and service areas.

27.2 The Owners Corporation may delegate the granting of consent under by-law 29.1 to the Strata Committee.

27.3 Car parking spaces (including common property parking spaces), service vehicle bays and access driveways must be kept clear of goods and must not be used for storage purposes, including garbage storage.

28. Use of Car parking and Motorcycle Spaces

28.1 On-site car parking spaces, except car spaces for service vehicles and visitors, must only be used by occupants of the Building.

28.2 Owners and occupiers are not permitted to lease, licence or transfer ownership of any car parking space or motorcycle space to any person other than an occupant of the Building. An owner or occupier of a lot must not cause or permit a boat, trailer or unregistered vehicle to be parked (or remain parked), or any other item which the Owners Corporation considers may be hazardous, in a car parking space or motorcycle space and must immediately on demand of the Owners Corporation remove from the parcel any boat, trailer or unregistered vehicle so parked in breach of this by-law that is owned by them, is in their possession, or is under their control.

28.3 An owner or occupier must not install a bollard or other similar device within a car parking space or motorcycle space without the prior written approval of the Owners Corporation.

28.4 A motorcycle space must only be used for parking one motorcycle or scooter and that motorcycle or scooter must be currently registered, in good working order and actively used at least on a weekly basis.

29. Common property parking

Car wash bay

29.1 Owners or occupiers may use any designated car wash bay

(a) between the hours of 7:00am to 10:00pm or other hours nominated by the

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Strata Committee; and

(b) only for the purpose of washing cars.

29.2 When using the carwash bay, an owner or occupier must:

(a) not unreasonably obstruct the use of the car wash bay by other owners and occupiers;

(b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;

(c) ensure any water plashing does not affect any adjoining car spaces;

(d) turn off all taps used; and

(e) leave the car wash bay clean and tidy. Visitor car spaces

29.3 An owner or occupier must not park their vehicle in a visitor car parking space.

29.4 A visitor may park a vehicle in visitor car parking space for a consecutive period of up to 12 hours at any one time only for the purpose of visiting an owner or occupier.

29.5 The visitor car parking spaces are to be maintained free of obstruction and are for the exclusive use of visitors.

30. Storage of Bicycles

30.1 An owner or occupier must not:

(a) permit any bicycle to be stored in the common property except in designated areas; or

(b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building.

30.2 Owners and occupiers storing bicycles in designated storage areas do so at their own risk.

30.3 Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, or any other part of common property.

COMMON PROPERTY AND BEHAVIOUR ON COMMON PROPERTY

31. Roof Areas

31.1 The only access to roof areas is for cleaning/maintenance purposes by authorised personnel only.

31.2 Any person accessing the roof area with the authority of the Owners Corporation must adhere to any relevant access and safety requirements as issued by the Owners Corporation from time to time. At a minimum, these access and safety requirements should cover use of any access and safety systems installed within the Building and adherence to relevant occupational health and safety legislation or guidelines.

32. Moving furniture and other objects on or through common property

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32.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the Building unless at least 2 business days' notice has first been given to the Strata Committee or any other delegate of the Strata Committee so as to enable protective covering to be installed in lifts, a lift key to be booked and to enable a representative to be present at the time when the owner or occupier does so.

32.2 All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:

(a) via the Loading Bay;

(b) without obstruction of any other person, property, or public way;

(c) using only the lift that has been reserved and fitted with protective covering;

(d) trucks must be suitable to enter the Loading Bay and may not park in any way as to impede orderly flow of traffic to and from the car park and Loading Bay or park on other common property; and

(e) moves not booked in accordance with by-law 35.1 will be turned away until by- law 35.1 has been complied with.

32.3 Owners and occupiers are liable for any damage caused to any person, property or common property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured.

32.4 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or person or personal property during the moving of furniture and other objects through common property.

33. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

34. Damage to lawns and plants on common property

34.1 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.

35. Damage to common property

35.1 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.

35.2 An approval given by the Owners Corporation under by-law 39.1 cannot authorise any additions to the common property.

35.3 This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or peep hole or other safety device for protection of the owner's lot against

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intruders, or

(b) any structure or device to prevent harm to children.

provided that such structure or device complies with the relevant fire safety standards or code and the Owner provides the original owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the screen, structure or device complies with the relevant fire safety standards or code.

35.4 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building. Any screen door or flyscreens must be colour matched to the relevant door, wall or window and such colour matching must be approved by the Owners Corporation prior to installation.

35.5 The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 39.3 that forms part of the common property and that services the lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 39.3 that forms part of the common property and that services the lot.

35.6 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

36. Apartment Entry Door Modifications

36.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

36.2 Alterations or modifications to apartment entry doors require prior approval in accordance with by law

36.3 If an Owner or Occupier applies to the Owners Corporation for consent under this by-law, that Owner or Occupier must provide the Original Owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.

37. Insect screens

37.1 An owner or occupier must not install Insect Screens to an entry door to a lot. (excluding townhouses/terraces)

37.2 An owner or occupier may install Insect Screens which face the exterior of the Building so long as the Insect Screen is finished in a powder coated finish and is the same colour as the window/door frame. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

38. Behaviour of owners and occupiers smoking

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38.1 Smoking on or within common property is prohibited. Owners and occupiers are responsible for the actions of their visitors and invitees and must make them aware of this prohibition.

38.2 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.

39. Children playing on common property in Building

39.1 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.

39.2 Owners and occupiers must not permit any child of whom the owner or occupier has control to make excessive noise on common property or within lots (eg open balconies) so as to disturb the peaceful enjoyment of other owners and occupiers.

40. Behaviour of invitees

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.

41. Depositing rubbish and other material on common property

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.

42. Notice board

42.1 The Owners Corporation will maintain a notice board on Common Property for the purpose of communicating with you.

42.2 If the Owners Corporation posts a notice of a meeting of the Owners Corporation on the notice board you will be deemed to have received that notice within 48 hours of the time of its posting.

43. Lifts

43.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within common property within the Building (Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

43.2 The cost of the Service Contract for the Building lifts is payable by all lot owners on a unit entitlement basis.

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43.3 Owners and occupiers must:

(a) not allow children to operate any lifts; and

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and

(c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

43.4 If an owner or occupier damages a lift or any part of the common property, that owner or occupier is responsible for the costs of repair to the Owners Corporation.

44. Access to services and plant and equipment rooms

44.1 Section 122 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122.

44.2 Owners and occupiers of lots must allow access to the Owners Corporation, the Strata Committee, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Strata Committee or the Strata Managing Agent must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

45. Rules

45.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and the parcel.

45.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

45.3 The rules bind owners, occupiers and a mortgagee in possession of a lot.

GENERAL

46. Other service agreements

46.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Approval or for the good order and management of the Building.

46.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

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47. Provision of Amenities or Services

47.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including.

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply;

(d) telecommunication services; and

(e) security services.

47.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47.3 The Owners Corporation may delegate entry of all or any service agreements to the Strata Committee.

48. Electronic service of notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

49. Embedded Network

49.1 The Owners Corporation has the power to appoint and enter into agreements with a supplier for the installation of an embedded electrical, solar and natural gas network for the supply of electricity, solar, broadband and natural gas to the Building for use in the hot water plant, internet services and gas cookers.

49.2 The Owners Corporation has the power to supply electricity, solar, broadband and natural gas to lots in the Building and may make arrangements with owners and occupiers of lots about paying for electricity, internet services and natural gas supplied under this by-law.

49.3 The Owners Corporation may enter into agreements with the electricity, solar, broadband and natural gas supplier during the initial period for the Building.

49.4 An Owner may enter into an agreement or agreements with a supplier for use of electricity, solar, broadband or natural gas through the embedded electrical, solar, broadband and natural gas networks.

49.5 If the Owners Corporation enters into an agreement with a supplier during the initial period for the Building:

(a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or such other minimum period permitted by law); and

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(b) the Owners Corporation may agree to pay the electricity, solar, broadband and natural gas supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the electricity, solar, broadband and natural gas supplier that will be payable if the electricity, solar, broadband and natural gas supplier is not appointed by the Owners Corporation at the first annual general meeting.

49.6 If the Owners Corporation enters into an agreement with an electricity, solar, broadband and natural gas supplier after the initial period for the Building:

(a) the term of the agreement may be for the period agreed by the Owners Corporation (but not exceeding the maximum permitted by law); and

(b) the pricing of the electricity, solar, broadband and natural gas supplier under the agreement may be as agreed by the Owners Corporation.

49.7 An agreement between the Owners Corporation and a electricity, solar, broadband and natural gas supplier must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the electricity, solar, broadband and natural gas supplier does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Owners and Occupiers to opt out of purchasing electricity, solar, broadband and natural gas from the supplier and the process for opting out.

50. Absolution of Maintenance- Lot Fixtures & Fittings

Part 1- Introduction and intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in the By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(c) Any items specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporation insurance policy shall still be protected by that insurance.

(d) At all times the owners corporation shall retain the maintenance responsibilities for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the owner's corporation responsibility, except where a lot owner has undertaken renovation within their lot that affects the waterproofed area/s

(e) The By-law does not confer any right upon a lot owner to install any items listed in this By-law as a fixture or fitting of a lot.

Part 2- Definitions

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In this By-law, unless the context otherwise requires or permits:

(i) Act means the Strata Schemes Management Act 2015(NSW) or any amendment
(ii) Lot means any lot in the strata plan
(iii) Owner means the owner of the lot
(iv) Owner Corporation means the owners corporation created by the registration of the strata plan
(v) Internal Area means any areas within the envelope of a lot as defined by the strata plan
(vi) Internal Pipe Work and Wiring means any pipe works or wiring that only services one lot, whether located on a common property or internal wall

In this By-law, unless the context otherwise requires
(i) The singular includes plural and vice versa
(ii) Any gender includes the other genders
(iii) Any terms in the By-law will have the same meaning as those defined in the Act and
(iv) References to legislation includes references to amending and replacing legislation.

Part 3- Terms and Conditions

In accordance with section 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the strata scheme.

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to

i) All cornices
ii) All skirting boards
iii) All architraves and internal door jams
iv) Wall tiles wherever located, including kitchen, bathroom and laundries
v) Floor tiles wherever located, including kitchen, bathroom and laundries
vi) False ceilings
vii) Mezzanines, stairs and handrails
viii) All paintwork and wall paper
ix) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry areas

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to

i) All taps and internal pipe works
ii) Shower screens
iii) Bathtub, including internal floor waste and drainage pipes
iv) Sinks and hand basins including internal drainage pipes
v) Cabinets and mirrors
vi) Toilet pan, including cistern and internal waste pipes
vii) All lights, light fittings and exhaust fans that only service the lot where located

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3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to

i) All taps and internal pipe works
ii) All internal wastes and drainage pipes, including connection to the common stack
iii) Bench tops
iv) Sinks and incinerators
v) Ovens, stoves and cook tops
vi) All lights, light fittings, exhaust fans and rangehood that only service the lot, wherever located, including ducting and external ventilation points.

3.4 Flooring Coverings

i) All carpet within the lot
ii) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
iii) All floor boards, whether it is floating or fixed

3.5 Balcony/Courtyard Areas

i) All tiles, pavers and decking
ii) All handrails within the balcony or courtyard area
iii) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
iv) All plants and grassed areas within the balcony or courtyard
v) The pruning, trimming or removal of a tree or trees, including damage caused by roots
vi) Fences that divided two lots
vii) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical fittings and Appliances

i) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
ii) All electrical sockets and wall plates
iii) Ceiling fans
iv) Smoke detectors that only service one lot
v) Alarm System that only service one lot
vi) Electrical main and sub-main that services only one lot including fuses wherever located
vii) Individual garage door motors
viii) Intercom, telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located
ix) Split system and ducted air conditioning system, including condenser units and all associated equipment wherever located that only service one lot
x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located
xi) Any general appliances such as dishwasher, microwave oven, clothes dryer or other that is designed to only service the lot.

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3.7 Front Door, Balcony Doors, Windows and Garage Area

i) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote-control units that operate the common entry door s and garage doors of the scheme

ii) Automatic door closers

iii) any locking device including mail box lock or door furniture installed on the front and back doors, balcony doors and windows of the lot, whether installed originally or subsequently by the lot owner

All flyscreens and security screens/door fitted to the windows, doors and balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner

51. Access for Inspection of Fire Services

A) Definitions

i) The following terms are defined to mean;

Agents means the strata managing agent, strata committee or any fire safety contractor or personnel engaged by the owners corporation, the Environmental, Planning and Assessment Regulation 2000 (NSW) or any Fire Safety measure listed on Fire Safety Certificate applicable to the strata scheme

Fines or Re-inspection fees includes any fines or charges imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation

Reasonable access means between the hours of 7.00am and 7.00pm Monday to Friday excluding public holidays

ii) Where any terms used in this By-law are defined in the strata Management Act 2015, they will have the same meaning as those terms are attributed under that Act

B) Duties of Owners

In relation to the owners corporation responsibility to obtain Annual Fire Safe5ty Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring the following;

i) That where necessary the owners corporation or its agent have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment

ii) That the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purpose of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The owners corporation or their agents must provide the occupants of the lot with a minimum of sever (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (B) above

D) Indemnity

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i) The owner of a lot indemnifies the owners corporation against any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (B)

ii) The owner of a lot indemnifies the owners corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to issue.

E) Right to Remedy Default

If an owner, or occupier, or lessee of a lot fails to comply with this By-law, then the owners corporation may

i) Carry out all the necessary work to perform the obligation
ii) Enter upon any part of the parcel to carry out that work
iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

52 Alterations and additions to the Fire Door of a Lot

A) Definitions

i) The following terms are defined to mean:

Fire Door of a lot means the common property entrance door to the lot in the strata scheme including all attached locks, door handles, door frames, door closers and other ancillary structures

Original Condition means the condition at the date of registration of the strata scheme

ii) Where any terms used in this By-law are defined in the Strata Scheme Management Act 2015, they will have the same as those words are attributed under that Act

B) Duties of Owners

i) Notwithstanding By-law No 5 of the strata scheme, an owner or occupier, or lessee of a lot must not replace or make any alterations or additions to the fire door that gives access to the owner's, or occupier's or lessee's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation and

Make any alterations or additions to a fire door that gives access to the owner's or occupier's or lessee's lot that is in breach of the fire regulations under the Building Code of Australia

C) Liability

i) An owner of a lot will be liable for any damage, alteration or addition made or caused to a fire door by the owner without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred.

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ii) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a fire door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred

D) Indemnity

An owner of a lot must indemnity the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a fire door by the owner or the occupier or lessee of the owner's lot including liability under section65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this By-law, then the owners corporation may;

i) Carry out all the necessary work to perform the obligation
ii) Enter upon any part of the parcel to carry out that work
iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

53 Compensation to Owners Corporation

A) Definitions

(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 2015.
'works' means any repair, maintenance, replacement, refurbishment undertaken at the strata scheme or any penalty imposed by public authority on the lot

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the

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Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged,

(v) Caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)

(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

54 Use of Facilities – Barbecue Area

An owner/resident/occupier shall:

a) not use the barbecue area, and surrounds between the hours of 9.00PM and 8.00AM eastern standard time or 10.00PM and 7.00AM daylight saving time; or

b) not illuminate any lights in the barbecue area or associated therewith between the said hours of 9.00PM and 8.00AM eastern standard time or 10.00PM and 7.00AM daylight saving time; or

c) not whilst using the barbecue area create any or allow any noise to be created which is likely to interfere with the peaceful enjoyment of the owners, residents or occupiers of other lots or common property in the strata scheme.

d) be responsible for the cleaning after use of the barbecue area, any damage to the common property and expenses incurred to the use of the barbecue area

e) ensures all the common power off after use of the barbecue area

f) not be more than 15 people (including the owner or occupier) at the same time.

g) Persons using the barbecue area, shall exercise caution at all times and shall not throw any rubbish or behave in any manner that is likely to interfere with the use of such facilities by other persons.

In relation to the use of the barbecue, an owner, resident or occupier of a lot shall ensure that

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their invitees do not use the same unless they or another owner, residents or occupier accompanies them that children are not in or around the barbecue area unless accompanied by an adult owner, resident or occupier exercising effective control over them;

h. In the event that an owner, resident or occupier of a lot use the barbecue area fails to comply with any matters set out in the terms and conditions referred to the above clauses (a) or (g) hereof then the Owners Corporation by delegation to the Strata Committee, the strata managing agent or the caretaker may terminate the right of the owner, residents or occupier to use the barbecue area immediately. Any costs incurred due to clause (d) will be recovered from the owners as a debt from the owners of the lot by way of a levy charged to the lot.

In relation to the use of the barbecue area, the Strata Committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one owner, resident or occupier to be permitted to use these areas at any one time.

55 Use of Facilities – Gym Room

55. Swimming Pool Area

55.1 Your obligations

You must comply with this by-law when you use the Swimming Pool Area. You must also comply with any Rules made by the Owners Corporation about using the Swimming Pool Area.

55.2 Conditions for using the Swimming Pool Area

(a) You and your visitors may use the Swimming Pool Area. You must accompany their visitors when they are in the Swimming Pool Area.

(b) You and your visitors may use the Swimming Pool Area only during the hours of 7.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

(c) You must:

(i) comply with any Rules about the number of visitors they may bring into the Swimming Pool Area at the same time;

(ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Swimming Pool Area; and

(iii) be adequately clothed when you are in the Swimming Pool Area and must ensure your visitors are adequately clothed when they are in the Swimming Pool Area.

(d) You must not:

(i) bring glass objects, drinking glasses or sharp objects into the Swimming Pool Area; or

(ii) run, be noisy or do anything that might be dangerous while you are in the Swimming Pool Area

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(e) You must have consent from the Owners Corporation to:

(i) bring food or drink into the Swimming Pool Area. However, you may bring non-alcoholic drinks in shatter proof containers into the Swimming Pool Area;

(ii) hold parties or other functions (including swimming classes) in the Swimming Pool Area;

or

(iii) interfere, operate or adjust the settings of equipment in the Swimming Pool Area,

55.3 Maintaining and paying for the Swimming Pool Area

The Owners Corporation must maintain, repair and, where necessary, replace the Swimming Pool Area.

55.4 Security and access

The Owners Corporation may lock or secure the Swimming Pool Area by Security Key. The Owners Corporation must give you a Security Key to the Swimming Pool Area and may charge a fee for additional or replacement Security Keys.

56 Relocation of Motor Vehicle

The owners corporation of Strata Plan No 100991 prepare a motor vehicle Relocation Notice under reg 34 of the Strata Schemes Management Regulation 2016 (NSW) (called Relocation Notice) in respect of the vehicle on common property described in the Schedule;
place the Notice on or near the vehicle;
not earlier than five clear days after placement, move the vehicle in accordance with the Relocation Notice; and
When the owners details are known, recover all costs incurred by the owners corporation in the relocation such as towing costs, legal costs and strata management costs from the owner as a debt from the owner of the lot by way of a levy charged to the lot;

Schedule: Motor Vehicle Details:

Type……

Colour……

Registration No (if known) ……

Location on Common Property……

57 Overcrowdings

a) 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 following formula;
Maximum = 2 x bedroom
Where: Maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occuper of a lot (as the case may be); and

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b) 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.
c) This by-law does not apply to an onwer of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

58 Minor Renovation

1. Intention

The intention of this By-law is

I. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6) (b) of the Strata Schemes Management Act,
II. Define what Minor Works may be approved by the committee,
III. Provide owners with an application process to have their Minor Works approved,
IV. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

I. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
II. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
    a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
    b. Renovating any other room within a lot (not including structural works)
    c. Changing or installing recessed light fittings,
    d. Installing or replacing wood or other hard floors,
    e. Installing or replacing wiring or cabling or power or access points,
    f. Work involving reconfiguring walls,
    g. Installing or replacing pipes and duct work,
    h. Installing a reverse cycle split system or ducted air-conditioning system,
    i. Installing double or triple glazed windows,
    j. Installing ceiling, wall or floor insulation,
    k. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the time frames 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.

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vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.

vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,

ii. A description of the Minor Renovations proposed,

iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
   a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
   b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,

iv. Details of how any rubbish and debris will be disposed of during the construction process,

v. The estimated duration of the work,

vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;

ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;

iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

iv. the installation of any devices must be affected 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 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
   a. 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;
   b. 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

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of the owner or occupier to install such devices.

c. The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

i. The supply of a Dilapidation Report prior to the commencement of the works,
ii. The supply of additional expert reports relevant to the proposed works,
iii. Payment of a Bond before commencement of the works,
iv. Conditions surrounding noise and proposed times of work,
v. Provisions for cleaning and removal of debris,
vi. Conditions surrounding access to common property for trades, equipment and vehicles.
vii. Any other matter relevant to the application.

59 Agreement with the Building Manager

59.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Vivacity Olympic Park.

The Owners Corporation may exercise its power under this by-law 20 in its capacity as an owners corporation.

59.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

59.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

59.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

(a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act; and

(b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

59.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

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59.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

(a) caretaking, supervising and servicing Common Property;

(b) supervising cleaning and garbage removal services;

(c) supervising the repair, maintenance, renewal or replacement of Common Property;

(d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;

(e) coordinating the carrying out of Building Works;

(f) managing the Security Key system and providing Security Keys according to the by-laws;

(g) providing services to the Owners Corporation, Owners and Occupiers;

(h) supervising employees and contractors of the Owners Corporation;

(i) supervising VivaCity Olympic Park generally;

(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of VivaCity Olympic Park; and

(k) utilising the Building Manager's Amenities in conjunction with the Building Manager's duties.

60. Smoking Penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) 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.

Special By-Law 1 - Parking

1 Parking

1.1 Parking restrictions

The following parking restrictions apply:

(a) Owners and occupiers of lots must not park, stand, rest, leave or keep ("Park") vehicles:

  (i) except with the prior written approval of the Building Manager, in the visitors car spaces (nor facilitate any person who is not a genuine visitor to the parcel to so Park a vehicle); nor

  (ii) on any part of the common property that is not a car space (nor facilitate any person who is not an owner or occupier of a lot to so Park a vehicle);

(b) Visitors to the parcel must not Park vehicles:

  (i) except with the prior written approval of the Building Manager, in the visitors car spaces for more than 6 hours; or

  (ii) anywhere that is not a visitors car space.

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1.2 Approvals by the Building Manager

(a) For the purposes of obtaining written approval from the Building Manager pursuant to clause 1.1, an owner, occupier, or visitor must make a written request to the Building Manager at least 1 business day prior to the date on which they proposed to park a vehicle in a visitor car space, which must include:

(i) registration details of the vehicle which will be parked in a visitor car space;

(ii) the period of time during which the vehicle is to be parked in a visitor car space; and

(iii) the reason(s) for parking the vehicle in a visitor car space .

(b) The Building Manager has full authority to approve or reject any written request to park a vehicle in a visitor car space pursuant to clause 1.1.

1.3 Remedies

(a) If an owner or occupier Parks a vehicle in contravention of clauses 1.1 and 1.2(or facilitates any person to so Park a vehicle) the owners corporation may give that owner or occupier a notice under this clause 1.3(a) ("**Strike Notice**") to the effect that the owners corporation has formed the view that they have breached this by- law and the effect of clause 1.3(b) below.

(b) If a vehicle remains Parked in contravention of this by-law for 24 hours or more following the giving of a Strike Notice under this by-law, the owners corporation may in its absolute sole discretion do any or all of the following:

(i) prevent that owner or occupier from accessing the car park for a continuous period of no more than 48 hours, including without limitation where the vehicle that remained Parked in contravention of this by-law was not that of the owner or occupier but was that of a person who was not a genuine visitor to the parcel whom the owner or occupier facilitated to so Park ("**Lockout**");

(ii) erect a temporary barricade to prevent a vehicle Parked by that owner or occupier in a visitors car space from leaving that space ("**Block In**"); or

(iii) arrange for a vehicle of that owner or occupier that is Parked in contravention of this by-law to be towed off the parcel and onto a public street ("**Tow Away**").

(c) The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached any by-law of the strata scheme.

(d) Owners and occupiers of lots:

(i) acknowledge and agree that a Lockout, a Block In or a Tow Away is not a penalty for breach of a by-law;

(ii) waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Lockout, a Block In or a Tow Away;

(iii) agree to the owners corporation putting effect to a Lockout, a Block In or a Tow Away in accordance with this by-law; and

(iv) acknowledge and agree that this by-law is an agreement or arrangement in place with respect to any vehicle the subject of this by-law as contemplated by Section 651C of the Local Government Act 1993.

(e) If the owners corporation Blocks In or Tows Away a vehicle the owners corporation must not:

(i) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or

(ii) demand any payment for or in relation to the release of the vehicle.

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1.4 Abandoned Vehicles

Without limiting any other provisions of this by-law, if any vehicle of an owner or occupier is, without the written consent of the owners corporation, left on the common property for a continuous period of 2 weeks ("**Uncollected Goods**"), then:

(a) The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause 1.4.

(b) The Uncollected Goods are immediately ready for delivery to the owner or occupier and must be collected by them within 1 calendar month of being so bailed to the owners corporation.

(c) The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).

(d) After the expiration of the period within which the Uncollected Goods must be collected by the owner or occupier, the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.

(e) This clause 1.4 operates as an agreement between the relevant owner or occupier of a lot and the owners corporation as to the disposal of uncollected goods within the meaning of section 6 (1) of the Uncollected Goods Act 1995.

1.5 Provision of information

(a) Owners and occupiers must provide the owners corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.

(b) The owners corporation is to keep and use the information gathered pursuant to clause 1.5(a) only for the purpose of monitoring and/or enforcing breaches of by- laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.

1.6 Giving of Strike Notices

A Strike Notice is deemed to have been properly given under this by-law if:

(a) It is left on the offending vehicle, including without limitation under a windscreen wiper or affixed by means of tape to the windscreen; and

(b) It contains the following words:

STRIKE NOTICE

The owners corporation of this strata scheme has formed the view that you parked a vehicle in contravention of the Parking Restrictions and/or in breach of the by-law of the strata scheme which regulates parking. This notice is a "Strike Notice" within the meaning of that by-law and those Parking Restrictions.

If a vehicle remains parked in contravention of that by-law and/or those Parking Restrictions for 24 hours or more following the giving of this Strike Notice, the owners corporation may in its absolute sole discretion do any or all of the following:

*a) prevent you from accessing the car park for a continuous period of no more than 48 hours (or if you are not an owner or occupier, may so prevent any owner or occupier who facilitated your contravention) ("**Lockout**");*

b) *erect a temporary barricade to prevent a vehicle parked by you in a visitors car space from leaving that space ("**Block In**"); or*

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c) *arrange for a vehicle of yours that is parked in a visitors car space to be towed off the Property and onto a public street ("**Tow Away**").*

1.7 Signage

The owners corporation may erect a sign on the common property to the following effect:

PARKING RESTRICTIONS

IN CONSIDERATION OF THE OWNERS CORPORATION OF THIS PROPERTY ALLOWING YOU TO ENTER ITS LAND YOU AGREE TO THE FOLLOWING TERMS.

IF YOU ACCEPT THIS OFFER TO ENTER THE OWNERS CORPORATION'S LAND THESE TERMS FORM A CONTRACT BETWEEN YOU AND THE OWNERS CORPORATION OF THIS PROPERTY.

BY ENTERING THE OWNERS CORPORATION'S LAND YOU ACCEPT THIS OFFER ON ITS TERMS.

IF Y O U DO NOT ACCEPT T HIS OFFER YOU MUST NOT ENTER THE OWNERS CORPORATION'S LAND.

THE NAME OF THE OWNERS CORPORATION OF THIS LAND IS "THE OWNERS – STRATA PLAN NO 100991".

WARNING: THESE TERMS SERIOUSLY AFFECT YOUR RIGHTS.

Visitors' car parking at this property is solely for the use of visitors to the property and then only for no more than 6 hours in any continuous period of 48 hours. Visitors may only park in the visitors car parking spaces.

It is not for the use of owners or occupiers of lots at the property nor others. All car parking

may only occur in marked bays.

If you park a vehicle on this property in contravention of these restrictions, the owners corporation of this property may take steps including:

- *Blocking in your vehicle.*
- *Suspending any right of access to the car park you may have.*
- *Towing your vehicle off the property and onto the public street.*

*Prior to taking such action the owners corporation may give you a notice, including by way of placing it on your vehicle, of its intention to do so ("**Strike Notice**"). That notice may refer to this contract as the "Parking Restrictions".*
If you are an owner or occupier these terms are subject to any relevant provision of the by-laws of the strata scheme. Those by-laws set out further matters regarding your rights and obligations.

If the owners corporation blocks in or tows away your vehicle, the owners corporation must not:

a. *fail to release a vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or*

b. *demand any payment for or in relation to the release of the vehicle.*

THESE TERMS ARE AN AGREEMENT OR ARRANGEMENT IN FORCE WITH RESPECT TO YOUR VEHICLE FOR THE PURPOSES OF SECTION 651C OF THE LOCAL GOVERNMENT ACT 1993.

Abandoned vehicles

*Without limiting any other rights of the owners corporation under these Parking Restrictions, if your vehicle is, without the written consent of the owners corporation, left on the common property for a continuous period of 2 weeks ("**Uncollected Goods**"), then:*

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a. *The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause.*

b. *The Uncollected Goods are immediately ready for delivery to you and must be collected by you within 1 calendar month of being so bailed to the owners corporation.*

c. *The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to you for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).*

d. *After the expiration of the period within which the Uncollected Goods must be collected by you, the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.*

THIS CLAUSE OPERATES AS AN AGREEMENT BETWEEN YOU AND THE OWNERS CORPORATION AS TO THE DISPOSAL OF UNCOLLECTED GOODS WITHIN THE MEANING OF SECTION 6 (1) OF THE UNCOLLECTED GOODS ACT 1995.

1.8 Miscellaneous

a. The owners corporation makes the offer in the terms of the sign set out in clause 1.7 according to its terms. The owners corporation has the functions necessary for it to exercise its rights and meet its obligations under a contract coming into existence by way of acceptance of that offer on its terms.

b. This by-law sets out the terms of an agreement between owners, occupiers and the owners corporation for the provision of parking services by the owners corporation to owners and occupiers as contemplated by section 117 of the Strata Schemes Management Act 2015 on the conditions set out herein.

1.9 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.

1.10 Indemnity

The owner or occupier of a lot must indemnify the owners corporation immediately on demand for any costs, loss, damage, liability or claim howsoever arising in connection with a breach by them of their obligations hereunder.

1.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

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(ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

1.12 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.

1.13 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.

1.14 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.

1.15 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

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Building Manager means the building manager engaged by the owners corporation from time to time.

Special By-Law 2 - Bollard installation for individual car space lot

PART 1
PREAMBLE

1.1. This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act* 2015.

1.2. The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.

1.3. The rights conferred by the Special By-Law shall ensure for the benefit of the owner.

PART 2
DEFINITIONS & INTERPRETATION

Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

(a) **Act** means the *Strata Schemes Management Act 2015*;

(b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;

(c) **Building** means the building situated at 10 Stockyard Boulevard, Lidcombe NSW 2141;

(d) **Owner** means the owner for the time being of the Lot;

(e) **Owners Corporation** means the owners corporation constituted upon the registration of strata plan 100991

Interpretation

2.2 In this by-law, unless the context otherwise requires or permits:

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act

(d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;

(e) references to legislation include references to amending and replacing legislation

(f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;

(g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 100991 and this by-law, the provisions of this by-law shall prevail; and

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(h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect

PART 3
GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the Owner shall have:
(a) exclusive use and enjoyment of the bollard; and
(b) a special privilege to carry out the installation to and on the common property.

PART 4
CONDITIONS

Design

4.1 The design of the bollard is to be installed to the car space of the lot must comply with the design attached and titled OPTION 1, 2 & 3 as below are forming part of the Bollard Design.

Before Commencement

4.2 The owner shall inform the executive committee or owners corporation no later than fourteen (14) days before the bollard is to be installed or replaced.

4.3 The owners of any lot undertaking the installation of the bollard must obtain all necessary permits, licenses or consents, if required by local authority or other statutory or lawful authority for such installation at their own cost and no costs to the owners corporation.

4.4. At least 48 hours prior to the commencement of the installation, the Owner shall arrange with the Owners Corporation:

(a) suitable times and method for the Owner's contractor to access the Building; and

(b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of Installation

4.5 In performing the installation, the Owner must:

(a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
(b) protect all areas of the Building, both internal and external to the Lot, from damage:
(i) by the installation;
(ii) by the transportation of construction material, equipment, debris and other material associated with the installation; and
(iii) by the removal of any part of the installation.

(c) keep all areas of the Building outside the Lot clean and tidy;

(d) only perform the installation at the following times:

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(i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;

(ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and

(iii) for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);

(e) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the installation;

(f) not carry out the installation on Sundays and public holidays;

(g) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;

(h) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;

(i) ensure that the common property is kept clean of any waste created by the installation daily and in accordance with the Owners Corporation's directions;

(j) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;

(k) not vary the installation without first obtaining the consent in writing of the Owners Corporation.

4.6 The installation shall be carried out:

(a) in a proper and workmanlike manner;

(b) in accordance with the provisions of all applicable building codes and standards;

(c) in accordance with the design specifications listed under clause 4.1;

(d) using materials that are new and fit for the purposes to which those materials are put;

(e) by appropriately licensed contractors;

(f) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and in a manner so as to result in the Works being reasonably fit for occupation.

Completion of the Works

4.7 Upon completion of the installation, the Owner must, without unreasonable delay:

(a) notify the Owners Corporation in writing that the installation has been completed;

(b) provide to the Owners Corporation a copy of all certifications for the installation, including but not limited to any warranties, guarantees and trade certifications; and

(i) the installation has been completed in a satisfactory manner and in accordance

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with this by-law; and

(ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

Default

4.8 Should the Owner fail to comply with any obligation under this by-law:

(a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;

(b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;

(c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and

(d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

(e) The Owners Corporation may terminate the right of the owner or occupier to install such devices.

Ongoing Responsibilities and Indemnity

4.9 The Owner must:

(a) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and

(b) properly maintain and keep the bollard in a state of good and serviceable repair and must repair or replace the bollard as required from time to time.

(c) ensure all paint, stain and trim finishes applied to the bollard shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme.

4.10 The Owner must provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation.

4.11 The bollard 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.

4.12 The Owner must indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to

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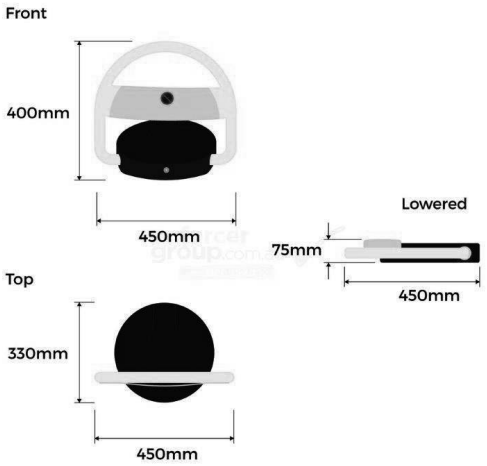
any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the bollard.



Special By-Law 3 - Electric Vehicle Charger Installation

The owners corporation, subject to section 108(1) of the Strata Schemes Management Act, has taken action to carry out works to the common property to install Electric Vehicle Charger(s) within the strata scheme, for the use and benefit of the owners and occupiers of the strata scheme, on the basis that:

a) The ongoing maintenance is the responsibility of the owners corporation; and

b) The owners corporation remains liable for the electric costs for the Electric Vehicle Charger(s).

Special By-Law 4 - Use of Electric Vehicle Charging Station

4 Use of Electric Vehicle Charging Station

4.1 Permitted Use and Behaviour

(a) An owner or occupier of a lot may use the Electric Vehicle Charging Station for the purpose of charging compatible electric vehicles only, provided that the owner or occupier has registered with the owners corporation to obtain access to the Electric Vehicle Charging Station and that the owners corporation has provided its written approval to the owner or occupier for the use of the Electric Vehicle Charging Station.

(b) An owner or occupier of a lot who uses the Electric Vehicle Charging Station must:

(i) ensure that the electric vehicle concerned is compatible with the Electric Vehicle Charging Station prior to commencing such use;

(ii) do so strictly in accordance with any applicable law, the requirements of any Authority, any restrictions or rules imposed by the owners corporation under this by- law from time to time, and any applicable manufacturer's specifications or instructions;

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(iii) take reasonable care when using the Electric Vehicle Charging Station to avoid risks of injury, death, or damage to property in connection with such use; and

(iv) prior to any use of the Electric Vehicle Charging Station, enter into an agreement with the owners corporation regarding the supply and use of electricity for the Electric Vehicle Charging Station pursuant to section 117 of the Management Act.

(c) The owners corporation may, by notice in writing given to lot owners, impose restrictions or rules, not inconsistent with the terms of this by-law (or the requirements of any applicable law or the requirements of any Authority), on the use of the Electric Vehicle Charging Station as it sees fit from time to time.

4.2 Indemnity

(a) An owner or occupier of a lot who uses the Electric Vehicle Charging Station must indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the owners corporation caused by that owner or occupier's breach of this by-law.

(b) The indemnity in sub-clause (b)(i) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

4.3 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.

4.4 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

4.5 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

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(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

4.6 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.

4.7 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.

4.8 Interpretation

Unless the context otherwise requires:

(a) The terms of this by-law are to be read and interpreted in accordance with the *Interpretation Act 1987* as if this by-law was an "instrument" within the meaning of that Act.

(b) Terms used in this by-law that are defined in the Management Act have the same meaning.

(c) A reference in this by-law to legislation includes a reference to:

(i) all regulations, rules or statutory instruments made under or for the purposes of that legislation from time to time;

(ii) that legislation as it may be amended from time to time; and

(iii) any legislation which substantially replaces or re-enacts that legislation.

4.9 Definitions

Unless the context otherwise requires, in this by-law:

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

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(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Electric Vehicle Charging Station means a common property electric vehicle charging station outlet, including all cabling, services or other connecting hardware, including local isolation switch, cabling and circuit breaker, connecting the charging station (as applicable); and

Management Act means the Strata Schemes Management Act 2015

Special By-Law 5 - Prohibiting illegal uses including unlawful short-term accommodation

5.1 Introduction

1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short terms accommodation.
2) You must comply with this by-law.
3) If you do not comply with this by-law the owners corporation may take action against you.
4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

5.2 Definitions

In this by-law:

"Council" means the council of the City of Parramatta and any successor;

"LEP" means Sydney Local Environmental Plan 2012 including any amendment of it and any planning instrument replacing it;

"lot" means a lot in a strata scheme;

"permissible short-term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"prohibited short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"strata scheme" means the strata scheme based on Strata Plan No 100991

"unlawful short-term accommodation" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"you" means an owner, occupier or lessee of a lot.

5.3 Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

5.4 Use of Lots as Domiciles

Req:R468418 /Doc:DL AU511337 /Rev:22-Oct-2024 /NSW LRS /Prt:08-Jul-2026 13:36 /Seq:53 of 55
© Office of the Registrar-General /Src:TRISearch /Ref:260603

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose in which case you may use your lot for that other purpose.

5.5 Prohibiting Unlawful Short-Term Accommodation

1) You must not use your lot, or allow your lot to be used, for unlawful short-term accommodation.
2) You must take all reasonable steps to ensure that your lot is not used for unlawful short- term accommodation.

5.6 Prohibiting Advertising of Illegal Use

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

5.7 Restriction on Occupancy Numbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 6 - Recovery of Administrative Costs.

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme and for remedying By- law breaches.

ii. Examples include, but are not limited to, additional expenses incurred by the Owners Corporation for damage caused to common property as a result of moving furniture, damage caused to common property as a result of refusing to allow access to a lot, for services or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods, re-activate the access swipe etc.

6.1 Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

"Administrative Cost" means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.

"Owners Corporations Agents" means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.

"the Act" means the Strata Schemes Management Act 2015

"Other Authorities" includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

Req:R468418 /Doc:DL AU511337 /Rev:22-Oct-2024 /NSW LRS /Prt:08-Jul-2026 13:36 /Seq:54 of 55
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"Increases in Insurance Premiums" means increases in the Owners Corporations building insurance or public liability premiums

"Activities or Behaviour" includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

6.2 Rights and Obligation of Lot Owners

i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;

iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;

iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause 6.2(iv) above, all charges imposed by this By-law shall stand.

6.3 Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

i. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;

ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot; iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

iii. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

iv. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By- Law pursuant to section 86 of the Act.

Patrick Yuen 53

Req:R468418 /Doc:DL AU511337 /Rev:22-Oct-2024 /NSW LRS /Prt:08-Jul-2026 13:36 /Seq:55 of 55
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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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/SP100991

(B) **LODGED BY**

Document Collection Box	Name Company (IF APPLICABLE) Address E-mail Contact Number Customer Account Number (IF APPLICABLE) Reference	CODE CH

(C) The Owner-Strata Plan No. 100991 certify that a special resolution was passed on 11/6/2024

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 5-6
Amended by-law No. NOT APPLICABLE
as fully set out below :
AS SET OUT IN ANNEXURE A

(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. 100991 was affixed on 10/10/2024 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 : Patrick Yuen
Name : PATRICK YUEN
Authority : STRATA MANAGER

Signature :
Name :
Authority :

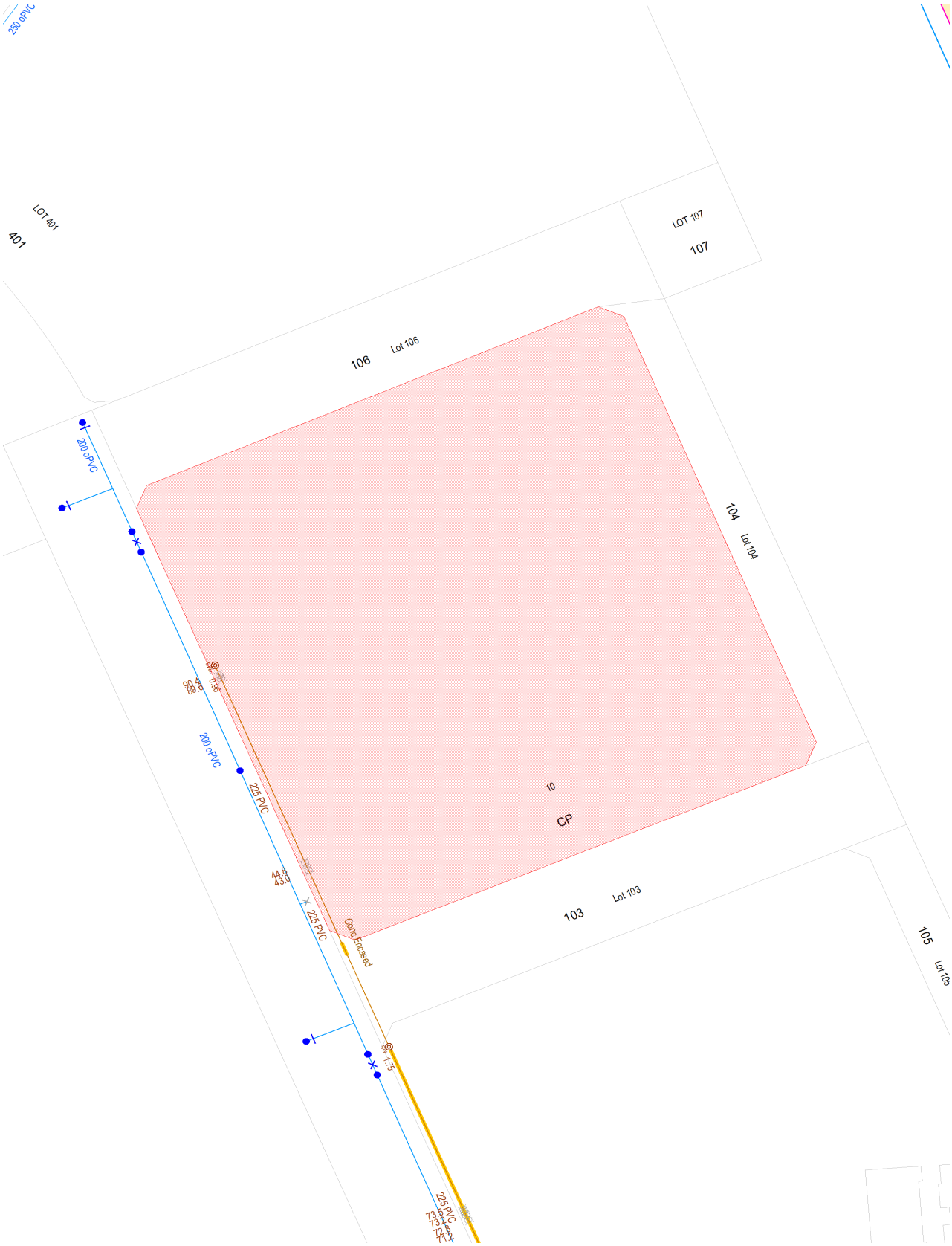


ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

Page 1 of 54

Service Location Print

Application Number: 8005384432



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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**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

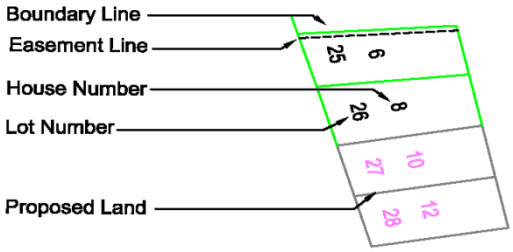
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
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

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

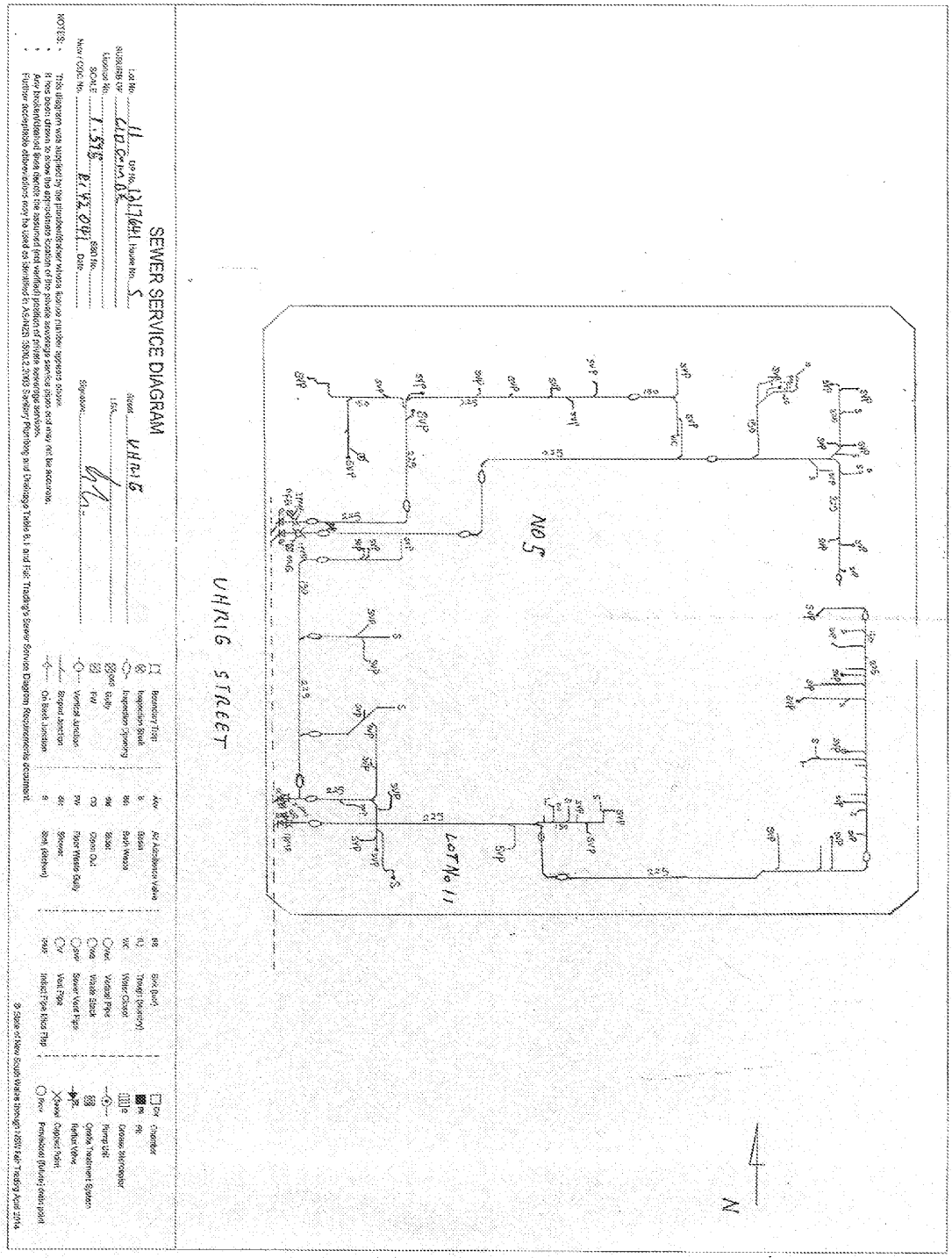
For general enquiries please call the Customer Contact Centre on 132 092

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**.

Sewer Service Diagram

Application Number: 8005384255



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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Enquiry ID	4592750
Agent ID	81429403
Issue Date	08 Jul 2026
Correspondence ID	1836916633
Your reference	260603

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S100991/198	Unit 1303, 9 PADDOCK ST LIDCOMBE 2141	$123 250	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

DixGardner
GROUP PTY. LTD.

Building Certifiers
Strata Plan Certifiers
Building Regulations
Fire Safety
Access Consultants
Energy Assessment

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
Sections 6.4 (c), 6.9 & 6.10

Certificate No.:	**18/0024-07**
Subject land:	5 Uhrig Road, Lidcombe NSW 2141
Lot and DP:	Lot 100 DP 1239610
Applicant:	Concourse Constructions Pty Ltd
Address:	PO Box 686
Contact:	(02) 9378 1000
Owner:	JQZ Ten Pty Ltd
Type of Certificate:	Final
Determination:	Approved
Attachments:	• Other documentation relied upon • Final Fire Safety Certificate (including Cl 155(f) details) • Amended Fire Safety Schedule
Whole/Part of building works:	Whole
Description of part (if applicable):	N/A
BCA Classification:	Class 2 & 7a
DA No.:	DA/1269/2016 & S4.55 (A), (B) & (C)
Issued by:	City of Parramatta Council
Construction Certificate No's.:	18/0024-01, 18/0024-02, 18/0024-03, 18/0024-04, 18/0024-05 & 18/0024-06
Date:	03/05/2018, 09/07/2018, 02/11/2018, 21/12/2018, 01/02/2019 & 18/06/2019
Accreditation Level:	A1- Accredited Certifier – Building Surveyor Grade 1
Registration No.:	BPB2515
Accreditation Body:	Building Professionals Board

I certify that:

- the health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- a current development consent or complying development certificate is in force for the building, and
- if any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- a fire safety certificate has been issued for the building, and
- a report from the Fire Commissioner has been considered (if required).

Signed: _____ **Determination Date:** 23/03/2020

Maurice Freixas
Principal Certifier

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Certificate No: 2026/4997

Fee: $73.50

Issue Date: 9 July 2026

Receipt No: 8463071

Applicant Ref: 260603:275413

DESCRIPTION OF LAND

Address: 1303/9 Paddock Street
LIDCOMBE NSW 2141

Lot Details: Lot 198 SP 100991

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: R4 High Density Residential PLEP2023

Zone R4 High Density Residential (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.

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for high density residential development close to open space, major transport nodes, services and employment opportunities.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if the activities will not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

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) (Sustainable Buildings) 2022
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Housing and Infrastructure.

Draft Local Environmental Plan

The land is 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. The Draft Local Environmental Plan is described below.

Harmonisation Supplementary Matters and Housekeeping Planning Proposal

This land is affected by the planning proposal seeking to amend the Parramatta Local Environmental Plan (LEP) 2023. The Planning Proposal contains several administrative amendments known as 'housekeeping matters' to the planning controls in the Parramatta Local Environmental Plan (LEP) 2023.

The planning proposal seeks to:

- Rezone some land in the Parramatta Local Environmental Plan (LEP) 2023.
- Remove Clause 6.19 *Subdivisions for dual occupancies prohibited on certain land* from the Parramatta Local Environmental Plan (LEP) 2023. Amend the dual occupancy prohibition map in the Parramatta Local Environmental Plan (LEP) 2023 to remove properties marked with an 'S'.
- Remove the intensive Urban Development Area Map from the Parramatta Local Environmental Plan (LEP) 2023.
- Amend Clause 3.3(2) and 6.3(2) of the Parramatta Local Environmental Plan (LEP) 2023 to correct references to the Biodiversity Map.
- Amend Clause 5.1(2) and the Land Reservation Acquisition Map of the Parramatta Local Environmental Plan (LEP) 2023:
    - Removing "Local Road" Infrastructure and "Council" as the relevant acquisition authority as there is no associated mapping and it is not required.
    - Removing "School" Infrastructure and "Department of Education" as the relevant acquisition authority as they are not standard map labels and amending them to the standard "Educational Establishment / "Department of Education" label.
- Amend Clause 5.1A(3) of the Parramatta Local Environmental Plan (LEP) 2023 to include "Regional cycleway".
- Amend Clauses 6.12, 7.10 and 8.4 of the Parramatta Local Environmental Plan (LEP) 2023 to clarify "active uses".

- Amend Clauses 6.20(1) and (2) of the Parramatta Local Environmental Plan (LEP) 2023 to omit references to mapping colour.
- Amend Clause 6.21(1) and (3) of the Parramatta Local Environmental Plan (LEP) 2023 to omit references to mapping colour;
- Amend Clause 7.17(2) of the Parramatta Local Environmental Plan (LEP) 2023 to omit reference to buildings with a GFA <2,000m^2.
- Amend Clause 7.25(4)(c)(i) to (ii) in the Parramatta Local Environmental Plan (LEP) 2023 to clarify 'room' in the context of hotel, motel, and serviced apartments.
- Amend Schedule 2 Exempt Development in the Parramatta Local Environmental Plan (LEP) 2023 to introduce advertising signage for public sportsgrounds for land zoned zone RE1 Public Recreation Parramatta Local Environmental Plan (LEP) 2023.
- Amend the title of Clause 4.1C of the Parramatta Local Environmental Plan (LEP) 2023 to remove the word subdivision.
- Correct other anomalies, omissions, and inconsistencies in the Parramatta Local Environmental Plan (LEP) 2023 and Parramatta Local Environmental Plan (LEP) 2023 Maps.

Further information on the Planning Proposal to amend Parramatta Local Environmental Plan (LEP) 2023 can be found at https://participate.cityofparramatta.nsw.gov.au or by contacting Council.

Development Control Plan
The land is affected by the Parramatta Development Control Plan (DCP) 2023

The land is affected by the Carter Street Precinct Development Framework 2020.

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 City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

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
Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Parramatta Local Environmental Plan 2023. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Parramatta Local Environmental Plan 2023 which is available on the New South Wales legislation website at www.legislation.nsw.gov.au.

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 or from the Customer Service Centre

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on
http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

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

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, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code
Complying Development pursuant to the Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield 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.

Industrial and Business Buildings Code
Complying Development pursuant to the Industrial and Business Buildings 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; Industrial and Business Alterations Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code
Complying Development pursuant to the Housing Alterations Code, General Development Code, Industrial and Business 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 Flood Risk Management Manual.*
***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

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.

***'probable maximum flood** has the same meaning as in the Flood Risk Management Manual.*
***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

SPECIAL NOTES
The land is identified as Class 5 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 Planning Control Options for All-Electric Buildings outside the Parramatta City Centre - Parramatta Development Control Plan (DCP) 2023.
Council is exhibiting options to amend the Parramatta Development Control Plan (DCP) 2023 to include proposed all-electric building controls for future development. The proposed amendments would apply to future developments outside of the Parramatta City Centre.

Further information can be found at https://participate.cityofparramatta.nsw.gov.au/all-electric-buildings or by contacting Council.

Draft Planning Agreement Policy - Version 2
Between 20 April 2026 and 20 May 2026, Council is exhibiting the Draft Planning Agreement Policy - Version 2.

Further information regarding the Draft Planning Agreement Policy - Version 2 can be found at https://participate.cityofparramatta.nsw.gov.au or by contacting Council.

Draft A'Becketts Creek Flood Study (Draft Flood Study)
Between 9 December 2025 and 6 February 2026, Council is exhibiting the Draft A'Becketts Creek Flood Study.

Further information about the Draft A'Becketts Creek Flood Study can be found at https://participate.cityofparramatta.nsw.gov.au/abecketts or by contacting Council

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.

Note: Advisory Information Regarding Proximity to the Sydney Olympic Park Precinct
The land is within proximity to the Sydney Olympic Park precinct. The nature and scale of facilities within that precinct, and events that it supports, may affect the use and enjoyment of the land as a result of operating hours, noise, lighting, traffic and measures associated with event management. The Sydney Olympic Park precinct also includes a liquid waste treatment plant which operates 24 hours a day except Sundays when operating hours are 7am until 4pm.

Explanation of Intended Effect – Cultural State Environmental Planning Policy

Explanation of Intended Effect (EIE) – Cultural State Environmental Planning Policy (November 2024) may be applicable. The EIE proposes changes to the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy, and also proposes changes to food trucks in residential zones; and changes to allow bicycle rails and bicycle lockers as exempt development.

Please see Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP) | Planning Portal - Department of Planning and Environment for more information.

Note: Advisory Information regarding Combustible Cladding
External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to https://www.claddingregistration.nsw.gov.au/ or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

Note: Advisory Information regarding Loose-Fill asbestos Insulation
Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

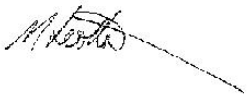
You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

George Bounassif
Acting Chief Executive Officer

per



dated 9 July 2026

Our ref: HAN260603

8 July 2026

Strata Co-Op
Office 204/11-15 Deane Street
Burwood, NSW 2134

Dear Sir/Madam,

Yoo & Han Proposed Sale Of "Vivacity" 1303/9 Paddock Street, Lidcombe NSW 2141

1. We act for Min Ji Irene Yoo & Sangyun Han in the proposed sale of the subject property, being Lot 198 in Strata Plan 100991.

2. As Strata Manager of the Owners Corporation, you are authorised and directed to provide access to any potential purchaser requesting an inspection of the records of the owners corporation in accordance with Division 2 of Part 10 of the *Strata Schemes Management Act 2015*, subject to compliance with the Act.

3. If you would like to discuss further, please do not hesitate to contact the writer on (02) 8065 4868.

Yours Faithfully,
R+R Lawyers
Rupert Su
Principal

R & R LAWYERS

(02) 8065 4868
PO Box 900, Ryde, NSW 1680, Australia
https://contact.RRLAWYERS.com.au

PGP AB6B A90A F8E3 419F 79C6 9159 BD2B 5C95 14D6 6784 Fingerprint
Please refer to https://security.rrlawyers.com.au for more information on our Security Policy
Liability limited by a scheme approved under Professional Standards Legislation
2623260603230856073O ABN 84.949.512.858