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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Remax Prestige Shop 7.1/2 Dawn Fraser Avenue, Sydney Olympic Park, NSW 2127	**phone**: 0410 437 780 **email**: jamie.bae@remax.com.au
co-agent		
vendor	Jin Gyu Jeong Unit 1243 11 Canning Street Lidcombe NSW 2141	
vendor's solicitor	Sojong Lawyers 10 East Parade Eastwood NSW 2122	**phone**: 02 9804 7200 **email**: harry.kwon@sojonglawyers.com.au **ref**: 73252
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 1243 11 Canning Street Lidcombe NSW 2141 LOT 88 STRATA PLAN SP99696 Folio Identifier 88/SP99696	
	☐ 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 as 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	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

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 Jin Gyu Jeong _____ 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: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**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 _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ 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 exemption, in the space below):

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

Land tax is adjustable ☐ NO ☐ yes

GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (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 that is 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 the off the plan contract

Other

- ☐ 60

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

Elite Strata Management
Shop 1, 54-56 Macquarie St, North Liverpool NSW 2170
reception@elitestrata.net.au
1300 441 221

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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 to purchase the property, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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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:

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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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;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
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* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th 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 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 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*.

Unit 1246, 11 Canning Street Lidcombe NSW 2141
Sutton Lawyers

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

CERTIFICATE

Section 66W Conveyancing Act, 1919

DEFINITIONS

NAME OF VENDOR	
ADDRESS OF PROPERTY	
NAME OF PURCHASER	

I, ...

of .....

certify as follows

1. I am a Solicitor/Barrister currently admitted to practice in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a Contract for Sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract.

3. I do not act for the Vendor and 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.

4. I have explained to the Purchaser(s):-

   a. the effect of the Contract for the purchase of that property.

   b. the nature of this Certificate,

   c. that the effect of giving this Certificate to the Vendor means there is no cooling off period in relation to the Contract for Sale.

Dated:

.....

Signature of Solicitor / Barrister

Annexure ‘A’

CONDITIONS OF SALE OF AUCTION

1. If the property is or intended to be sold at auction the following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock.

   (a) The principal’s reserve price must be given in writing to the auctioneer before the auction commences;

   (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;

   (c) The highest bidder is the purchaser, subject to any reserve price;

   (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer’s decision is final;

   (e) The auctioneer may refuse to accept any bid that, in the auctioneer’s opinion, is not in the best interest of the seller;

   (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

   (g) A bid cannot be made or accepted after the fall of the hammer;

   (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale;

2. The following conditions, in addition to those prescribed by Clause 1, are prescribed as applicable to and in respect of the sale by auction of residential property of rural land;

   (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;

   (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;

(c) When making a bdeid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by on behalf of the seller or auctioneer.

SPECIAL/ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND BETWEEN

THE VENDOR(S)	
THE PURCHASER(S)	

The terms of the printed Contract to which these additional conditions are annexed and shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to be contrary to law, void, or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 3:30 pm on the due date for completion. Should completion not take place within that time, then either party shall be at liberty to issue a Notice of Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice of Complete and re-issue another one at any time.

2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made except where: -

   (a) The time of dispatch is not before 5:00 pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or

   (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as Ten percent (10% per annum) interest on the balance of purchase money, computed at a daily

rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

4. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract of binding on the parties hereto with respect to any of the matters to which this Contract relates.

5. The Purchaser warrants that it has not been introduced to the property by any other person other than by the Vendor's agents specified herein. The Purchaser hereby indemnifies the vendors for any claim by any Real Estate Agent for any breach of this warranty, this clause will not merge upon completion.

6. A sufficient statement of the Vendor's title shall be deemed included in the description of the property herein before appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

7. Notwithstanding anything else herein contained, the purchaser hereby agrees that should the Vendor so requires the Purchaser will release 10% of the deposit paid herein to the Vendor at any time after the exchange of the contract. The execution of this Contract shall be full and irrevocable authority to any related stakeholders and no further authority or consent will be required from the purchaser other than as contained in this special condition. The purchaser and their representatives shall provide the authority to release the funds to the deposit holder immediately after receiving the written request from the vendor or their representatives

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

9. In the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein, and the Purchaser agrees that upon completion, the Purchaser shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of Warning Notice. It is further agreed that this clause shall not merge on completion.

10. The form of Contract annexed is amended as follows:-

(a) Clause 1 Definitions “Settlement Cheque” is amended by the deletion of lines 3 and 4;

(b) Clause 7.1.1 is amended by the deletion words “5% of the price” and the insertion of the words “1%” in place thereof;

(c) In Clause 16.5 delete the words “plus another 20% of that fee”;

(d) Clause 16.6 is amended by inserting the words “at least fourteen (14) days prior to the completion date” after the words “the land” on the first line;

(e) In Clause 16.8 $10 should be replaced with $6;

(f) Delete Clause 16.12;

(g) Printed Clause 18 is amended by adding the following:
“The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.

(h) Delete 23.13 & 23.14 and replace it with” The vendor authorizes the purchaser to apply for a certificate under section 184 Strata Schemes Management Act 1996 or section.26 Community and Management Act 1989 in relation to the lot, the schemes or any other schemes. The vendor will not provide section 184 or 26 certificate. The purchaser undertakes to provide a copy of the said certificate to the vendor at least seven (7) days prior completion. The purchaser shall not be entitled to delay completion or make nay requisition or objection arising form the purchaser’s failure to apply for the said certificate.”

11. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

12. The Purchaser expressly acknowledges the follow:

(a) The Purchaser is purchasing the property as a result of the Purchaser’s own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever.

(b) The Purchaser acknowledges that this contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the vendor or any person on behalf of the vendor except such as is expressly contained in this contract.

(c) The Purchaser may not make any objection, requisition or claim for compensation in respect to any matter disclosed or referred to in any document attached and forming part of this Contract.

13. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additions $330.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

14. The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in Clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

15. The Purchaser may not make any objection, requisition or claim for compensation in respect of:

(a) the nature, location, availability or non-availability of any service in respect of the Property;

(b) the property being subject to any service or mains, pipes or connection for any service;

(c) the property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;

(d) any defects in any service to the property;

(e) any underground or surface stormwater drain passing through or over the Property; or

(f) any manhole or vent on the property.

16. Each party agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated they will forthwith upon being so required by that party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

17. Goods and Services Tax

(a) The standard form contract is amended by the deletion of clauses 13.2 and 13.4-13.9 (inclusive)

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the contract are

exclusive of GST.

18 The accepts the matters disclosed in the Attachments and must not make any requisition or claim, delay completion of or rescind or terminate this contract because of anything disclosed in the Attachments.

19. Purchaser's Requisitions

The Purchasers shall only be entitled to raise Requisitions in the form annexed to the Contract for Sale.

20. The parties agree that this Conveyancing Transaction is to be conducted as an electronic and clause 30 applies to this transaction.

21. Electronic Exchange

(1) The parties acknowledge that prior to exchange this Contract they agreed that either facsimile transmission or email could be used as a mode of communication between he parties and their agents.

(2) This Contract may be entered into by and become biding on the parties by signing the Contract that has been signed by the other (or photocopy, facsimile, or email of that contract) and transmitting a facsimile or email of it to the other or to the other party's agent or solicitor.

(3) The Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

22. Deposit

Notwithstanding any provision of this contract, if

(a) the deposit agreed to be paid by the Purchaser is less than ten percent (10%) of the purchase price; and

(b) the Vendor becomes entitled to forfeiture of the deposit actually paid, the Purchaser shall forthwith upon demand pay to the Vendor by way of liquidated damages the difference between ten percent (10%) of the purchase price and the amount actually paid. The Purchaser will also be responsible for any costs incurred by the Vendor in tis efforts to recover the balance of the ten percent (10%) of the purchase price.

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 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies 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* (*the 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;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;

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(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.

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REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: on this contract
Property: on this contract

---

1. Please refer to the contract.
2. No.
3. (a)- (f) The Vendor relies on the contract.
4. No.
5. (a)- (b) N/A.
6. Noted.
7. Noted.
8. No.
9. At settlement, by appointment with vendor solicitor
10. No.
11. The Vendor relies on the contract.
12. No.
13. Noted.
14. No.
15. (a) Yes.
    (b) Not to the Vendor's knowledge.
    (c) No.
    (d) No.
    (e) Not to the Vendor's knowledge, however, the Purchaser shall rely on its own enquiries.
16. No.
17. (a)- (d) No.
18. (a) Please refer to the title document attached to the contract.
    (b) Not to the Vendor's knowledge. The Purchaser shall make its own enquires.
    (c) No.
19. (a) –(d)Not to the vendor's knowledge.
20. Yes.
21. Not to the Vendor's knowledge. The Purchaser shall make its own enquiries.
22. No.
23. Please refer to S184 certificate. We would like to remind you that in accordance with special condition 16 of the contract, your client is to apply for a Section 184 Certificate.
24. N/A.
25. N/A.
26. N/A.
27. Noted.
28. This alleged right is not admitted.
29. Noted.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 88/SP99696

SEARCH DATE	TIME	EDITION NO	DATE
19/2/2026	1:04 PM	4	19/2/2026

LAND

LOT 88 IN STRATA PLAN 99696
AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

JIN GYU JEONG (CN AV877459)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP99696
2 AR234158 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

73252... PRINTED ON 19/2/2026

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

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Received: 19/02/2026 13:04:35

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP99696

SEARCH DATE	TIME	EDITION NO	DATE
25/2/2026	10:53 AM	3	28/7/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 99696 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP99696

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 99696
ADDRESS FOR SERVICE OF DOCUMENTS:
11 CARTER STREET
LIDCOMBE NSW 2141

SECOND SCHEDULE (40 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1252815
3 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH DP1252815
THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE THE STRATA MANAGEMENT STATEMENT S.108 STRATA SCHEMES DEVELOPMENT ACT 2015
4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
5 DP1228764 EASEMENT FOR ACCESS 20 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1228764 EASEMENT FOR SERVICES 20 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
7 DP1228764 EASEMENT FOR OVERLAND FLOW 20 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1247218 EASEMENT FOR PUBLIC ACCESS 10 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1247218 EASEMENT FOR DRAINAGE OF WATER 10 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1247218 EASEMENT FOR OVERLAND FLOW 10 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (40 NOTIFICATIONS) (CONTINUED)
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11 DP1247218 EASEMENT FOR EMERGENCY EGRESS 10 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12 DP1247218 EASEMENT FOR LIGHT, AIR AND VENTILATION 0.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13 DP1247218 RESTRICTION(S) ON THE USE OF LAND
14 DP1247218 POSITIVE COVENANT
15 DP1252815 EASEMENT FOR ACCESS AND USE OF THE POOL FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16 DP1252815 EASEMENT FOR ACCESS AND USE OF THE EXTERNAL LANDSCAPE AREA VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17 DP1252815 EASEMENT FOR ACCESS AND USE OF THE EXTERNAL LANDSCAPE AREA VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
18 DP1252815 EASEMENT FOR ACCESS AND USE OF THE BIKE STORE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
19 DP1252815 EASEMENT FOR ACCESS AND USE OF THE BIKE STORE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
20 DP1252815 EASEMENT FOR ACCESS AND USE OF THE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
21 DP1252815 EASEMENT FOR ACCESS AND USE OF THE GYM FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
22 DP1252815 EASEMENT FOR ACCESS AND USE OF THE CAR WASH BAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
23 DP1252815 EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
24 DP1252815 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
25 DP1252815 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
26 DP1252815 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
27 DP1252815 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
28 DP1252815 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
29 DP1252815 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (40 NOTIFICATIONS) (CONTINUED)
---

30 DP1252815 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
31 DP1252815 EASEMENT FOR FIRE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
32 DP1252815 EASEMENT FOR FIRE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
33 DP1252815 EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
34 DP1252815 EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING APPURTENANT TO THE LAND ABOVE DESCRIBED
35 DP1252815 EASEMENT FOR CONSTRUCTION ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
36 DP1252815 EASEMENT FOR CONSTRUCTION ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
37 DP1252815 EASEMENT FOR ACCESS AND USE OF THE SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
38 DP1252815 EASEMENT FOR ACCESS AND USE OF THE SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
39 AT301925 CONSOLIDATION OF REGISTERED BY-LAWS
40 AT301925 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 99696

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	82	2	100	3	100	4	109
5	129	6	77	7	106	8	96
9	97	10	96	11	105	12	125
13	96	14	76	15	129	16	96
17	98	18	97	19	106	20	126
21	96	22	77	23	130	24	97
25	98	26	98	27	119	28	137
29	115	30	77	31	130	32	98
33	105	34	145	35	78	36	131
37	101	38	99	39	129	40	109
41	132	42	101	43	100	44	130
45	139	46	81	47	109	48	130
49	102	50	101	51	130	52	124
53	82	54	110	55	131	56	103
57	101	58	134	59	126	60	83
61	111	62	132	63	103	64	102
65	133	66	126	67	84	68	111
69	132	70	104	71	103	72	134
73	127	74	84	75	112	76	133
77	105	78	103	79	134	80	128
81	85	82	113	83	134	84	105

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP99696 PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 99696

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
85	115	86	149	87	146	88	86
89	136	90	156	91	10		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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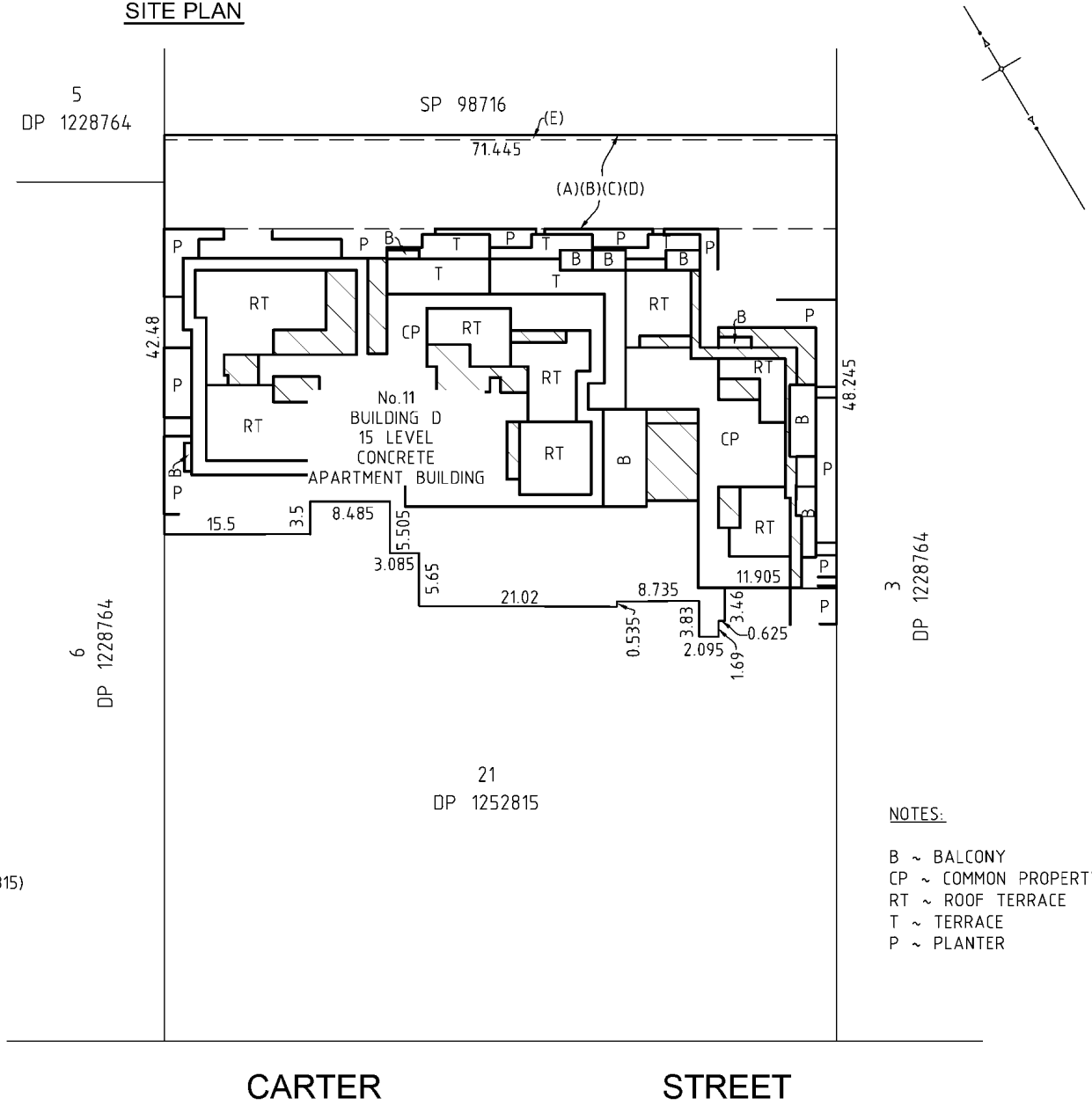
BUILDING D
SITE PLAN



x EASEMENT FOR ACCESS (ENTIRE LOT) (DP 1252815)
x EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (DP 1252815)
x EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT) (DP 1252815)
x EASEMENT FOR SERVICES (ENTIRE LOT) (DP 1252815)
x EASEMENT FOR FIRE SERVICES (ENTIRE LOT) (DP 1252815)
x EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING (ENTIRE LOT) (DP 1252815)
x EASEMENT FOR CONSTRUCTION ACCESS (ENTIRE LOT) (DP 1252815)
x EASEMENT FOR ACCESS AND USE OF SHARED FACILITIES (ENTIRE LOT) (DP 1252815)

(A) EASEMENT FOR PUBLIC ACCESS 10 WIDE (DP 1247218)
(B) EASEMENT FOR DRAINAGE OF WATER 10 WIDE (DP 1247218)
(C) EASEMENT FOR OVERLAND FLOW 10 WIDE (DP 1247218)
(D) EASEMENT FOR EMERGENCY EGRESS 10 WIDE (DP 1247218)
(E) EASEMENT FOR LIGHT, AIR & VENTILATION 0.5 WIDE (DP 1247218)

NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
RT ~ ROOF TERRACE
T ~ TERRACE
P ~ PLANTER

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 500 Lengths are in metres.	Registered 28.6.2019	SP99696

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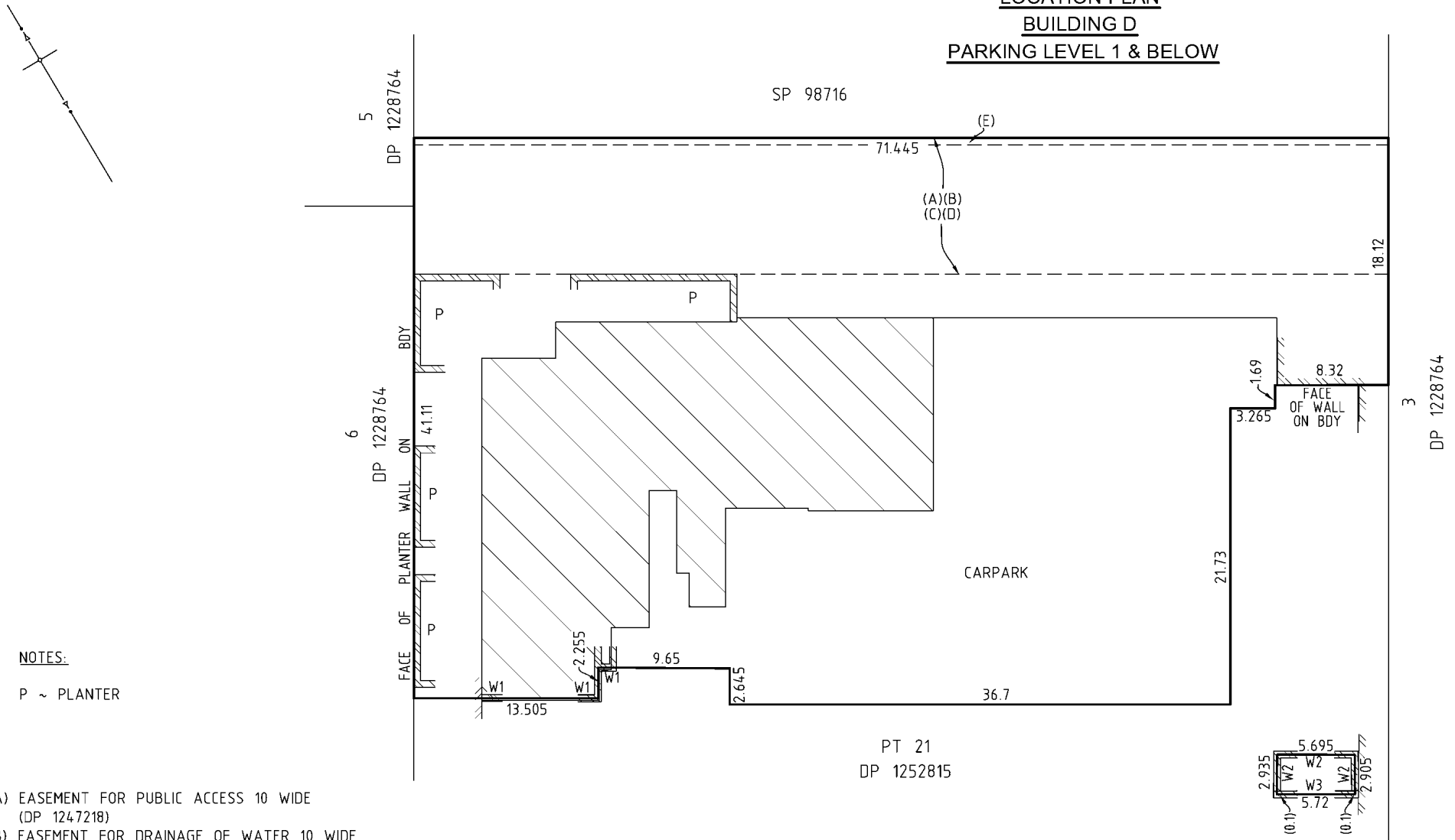
LOCATION PLAN
BUILDING D
PARKING LEVEL 1 & BELOW



NOTES:

P ~ PLANTER

(A) EASEMENT FOR PUBLIC ACCESS 10 WIDE (DP 1247218)
(B) EASEMENT FOR DRAINAGE OF WATER 10 WIDE (DP 1247218)
(C) EASEMENT FOR OVERLAND FLOW 10 WIDE (DP 1247218)
(D) EASEMENT FOR EMERGENCY EGRESS 10 WIDE (DP 1247218)
(E) EASEMENT FOR LIGHT, AIR & VENTILATION 0.5 WIDE (DP 1247218)

NOTES:

W1 ~ DENOTES 0.19 WIDE BLOCK WALL
W2 ~ DENOTES 0.2 WIDE CONCRETE WALL
W3 ~ DENOTES 0.25 WIDE CONCRETE WALL

~ DENOTES CENTRE OF WALL IS BDY UNLESS NOTED OTHERWISE

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 300 Lengths are in metres.	Registered 28.6.2019	SP99696

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LOCATION PLAN
BUILDING D
GROUND LEVEL

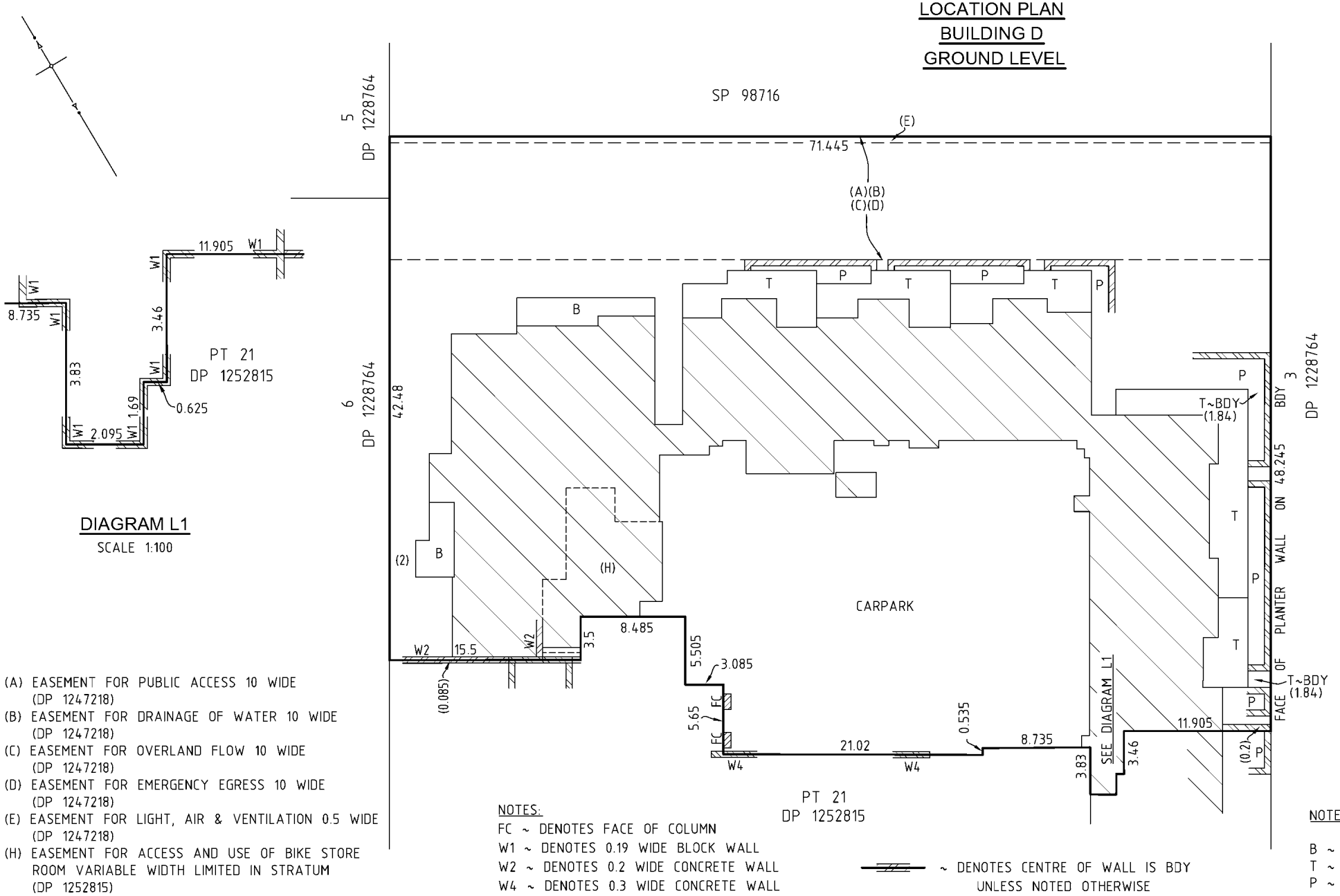

DIAGRAM L1
SCALE 1:100

(A) EASEMENT FOR PUBLIC ACCESS 10 WIDE (DP 1247218)
(B) EASEMENT FOR DRAINAGE OF WATER 10 WIDE (DP 1247218)
(C) EASEMENT FOR OVERLAND FLOW 10 WIDE (DP 1247218)
(D) EASEMENT FOR EMERGENCY EGRESS 10 WIDE (DP 1247218)
(E) EASEMENT FOR LIGHT, AIR & VENTILATION 0.5 WIDE (DP 1247218)
(H) EASEMENT FOR ACCESS AND USE OF BIKE STORE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1252815)

NOTES:
FC ~ DENOTES FACE OF COLUMN
W1 ~ DENOTES 0.19 WIDE BLOCK WALL
W2 ~ DENOTES 0.2 WIDE CONCRETE WALL
W4 ~ DENOTES 0.3 WIDE CONCRETE WALL

~ DENOTES CENTRE OF WALL IS BDY UNLESS NOTED OTHERWISE

NOTES:
B ~ BALCONY
T ~ TERRACE
P ~ PLANTER

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 300 Lengths are in metres.	Registered 28.6.2019	SP99696

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LOCATION PLAN
BUILDING D
LEVEL 1

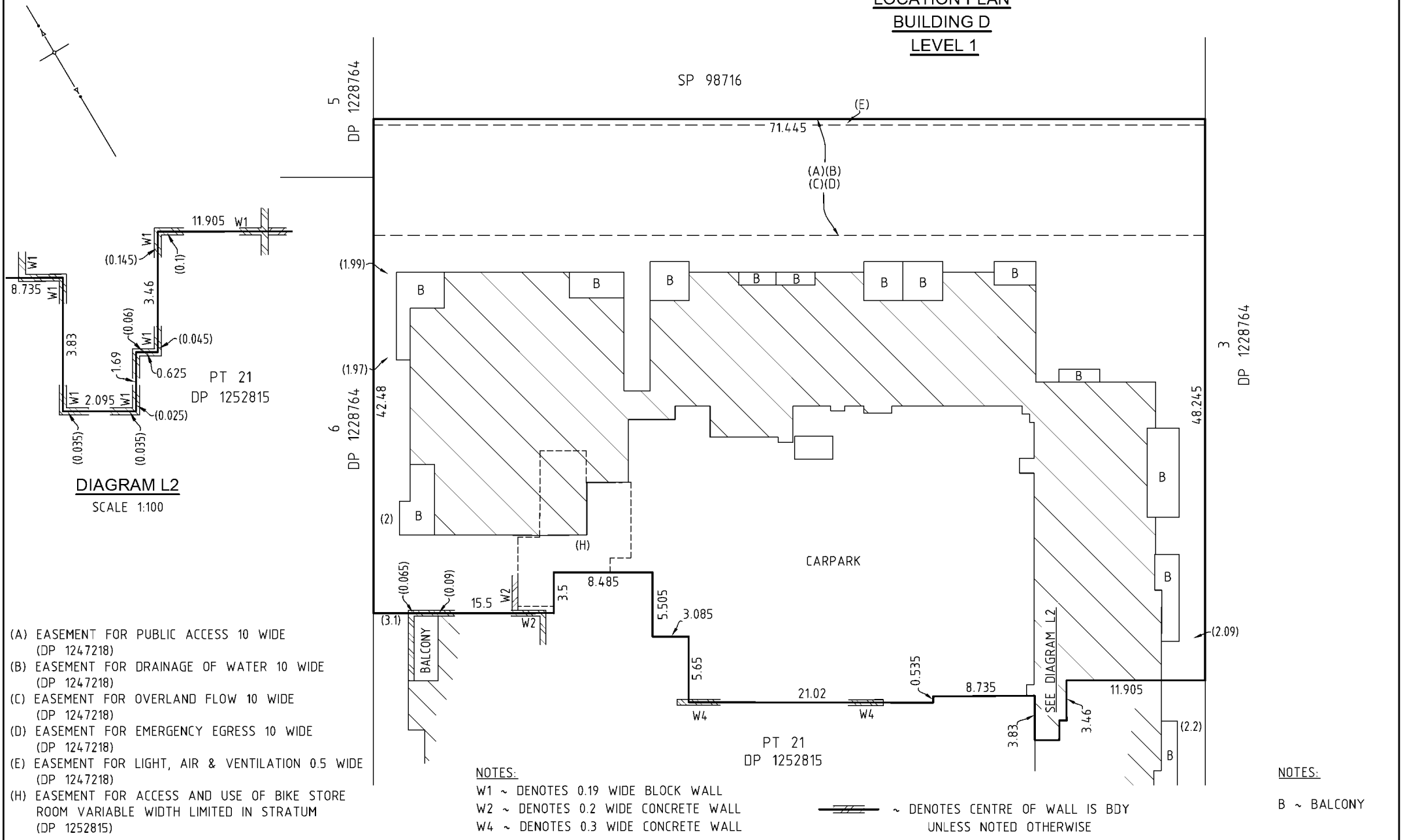

DIAGRAM L2
SCALE 1:100

(A) EASEMENT FOR PUBLIC ACCESS 10 WIDE (DP 1247218)
(B) EASEMENT FOR DRAINAGE OF WATER 10 WIDE (DP 1247218)
(C) EASEMENT FOR OVERLAND FLOW 10 WIDE (DP 1247218)
(D) EASEMENT FOR EMERGENCY EGRESS 10 WIDE (DP 1247218)
(E) EASEMENT FOR LIGHT, AIR & VENTILATION 0.5 WIDE (DP 1247218)
(H) EASEMENT FOR ACCESS AND USE OF BIKE STORE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1252815)

NOTES:
W1 ~ DENOTES 0.19 WIDE BLOCK WALL
W2 ~ DENOTES 0.2 WIDE CONCRETE WALL
W4 ~ DENOTES 0.3 WIDE CONCRETE WALL

~ DENOTES CENTRE OF WALL IS BDY UNLESS NOTED OTHERWISE

NOTES:
B ~ BALCONY

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 300 Lengths are in metres.	Registered 28.6.2019	SP99696

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LOCATION PLAN
BUILDING D
LEVEL 2

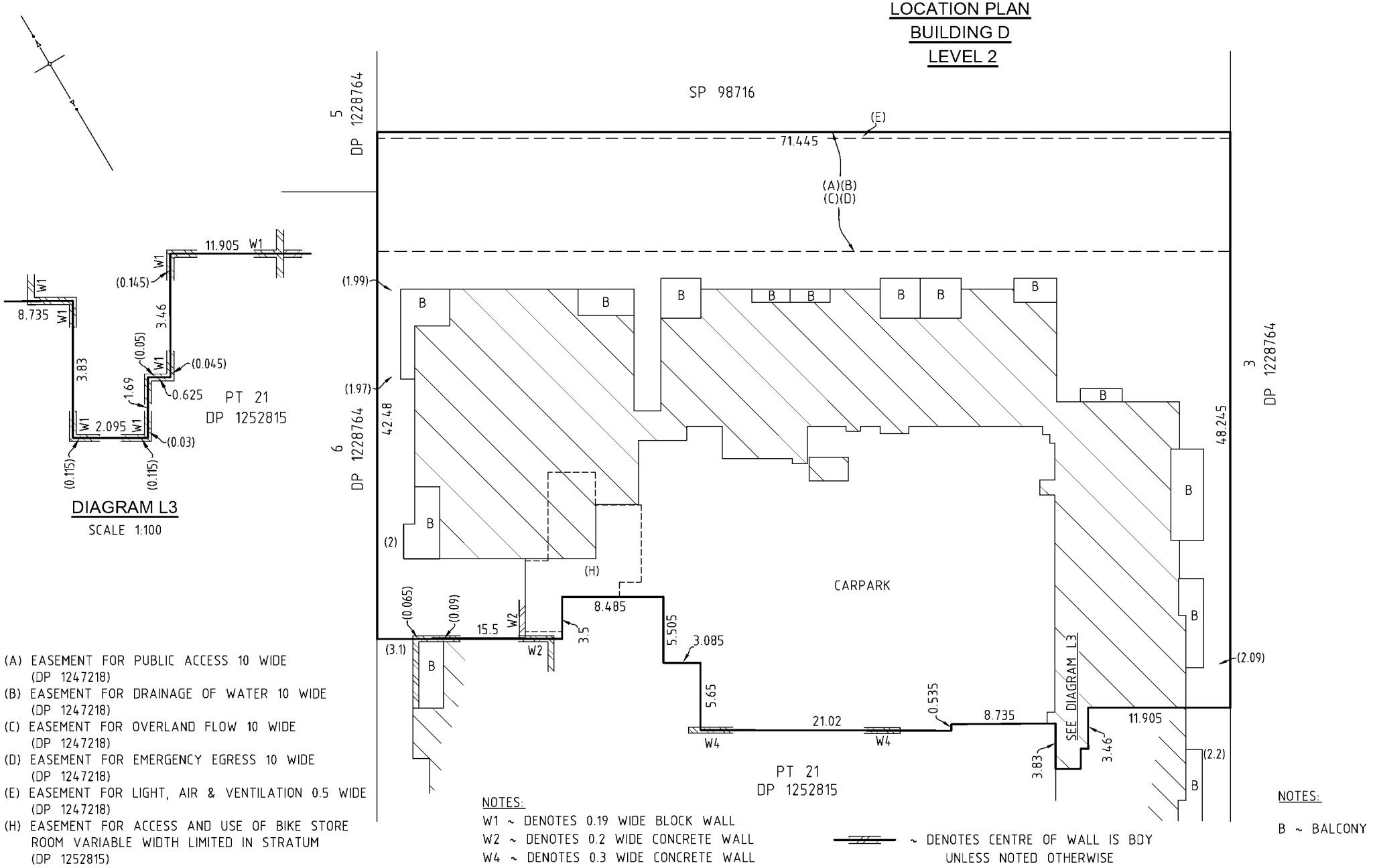

DIAGRAM L3
SCALE 1:100

(A) EASEMENT FOR PUBLIC ACCESS 10 WIDE (DP 1247218)
(B) EASEMENT FOR DRAINAGE OF WATER 10 WIDE (DP 1247218)
(C) EASEMENT FOR OVERLAND FLOW 10 WIDE (DP 1247218)
(D) EASEMENT FOR EMERGENCY EGRESS 10 WIDE (DP 1247218)
(E) EASEMENT FOR LIGHT, AIR & VENTILATION 0.5 WIDE (DP 1247218)
(H) EASEMENT FOR ACCESS AND USE OF BIKE STORE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1252815)

NOTES:
W1 ~ DENOTES 0.19 WIDE BLOCK WALL
W2 ~ DENOTES 0.2 WIDE CONCRETE WALL
W4 ~ DENOTES 0.3 WIDE CONCRETE WALL

~ DENOTES CENTRE OF WALL IS BDY UNLESS NOTED OTHERWISE

NOTES:
B ~ BALCONY

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 300 Lengths are in metres.	Registered 28.6.2019	SP99696

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LOCATION PLAN
BUILDING D
LEVEL 3

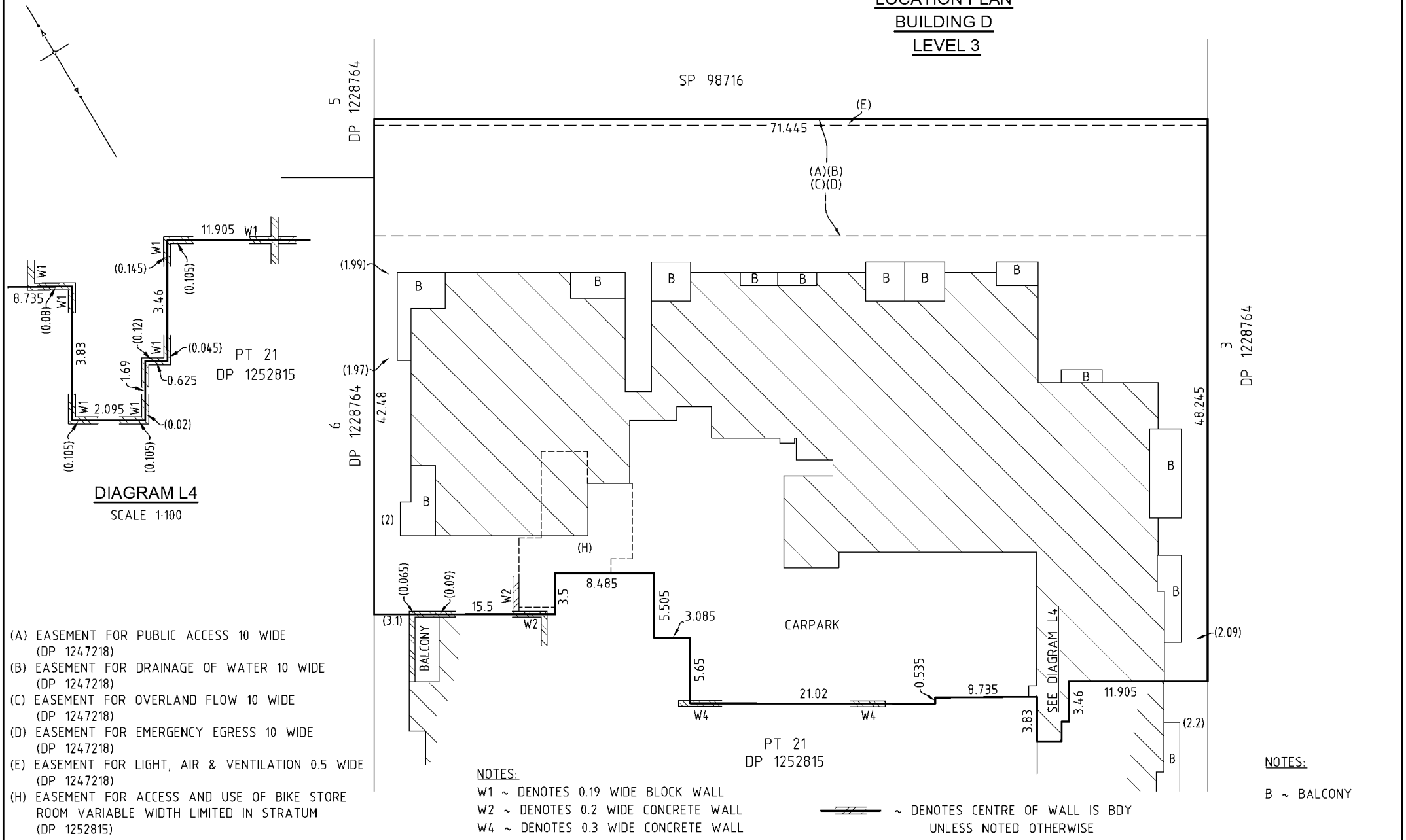

DIAGRAM L4
SCALE 1:100

(A) EASEMENT FOR PUBLIC ACCESS 10 WIDE (DP 1247218)
(B) EASEMENT FOR DRAINAGE OF WATER 10 WIDE (DP 1247218)
(C) EASEMENT FOR OVERLAND FLOW 10 WIDE (DP 1247218)
(D) EASEMENT FOR EMERGENCY EGRESS 10 WIDE (DP 1247218)
(E) EASEMENT FOR LIGHT, AIR & VENTILATION 0.5 WIDE (DP 1247218)
(H) EASEMENT FOR ACCESS AND USE OF BIKE STORE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1252815)

NOTES:
W1 ~ DENOTES 0.19 WIDE BLOCK WALL
W2 ~ DENOTES 0.2 WIDE CONCRETE WALL
W4 ~ DENOTES 0.3 WIDE CONCRETE WALL

~ DENOTES CENTRE OF WALL IS BDY UNLESS NOTED OTHERWISE

NOTES:
B ~ BALCONY

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 300 Lengths are in metres.	Registered 28.6.2019	SP99696

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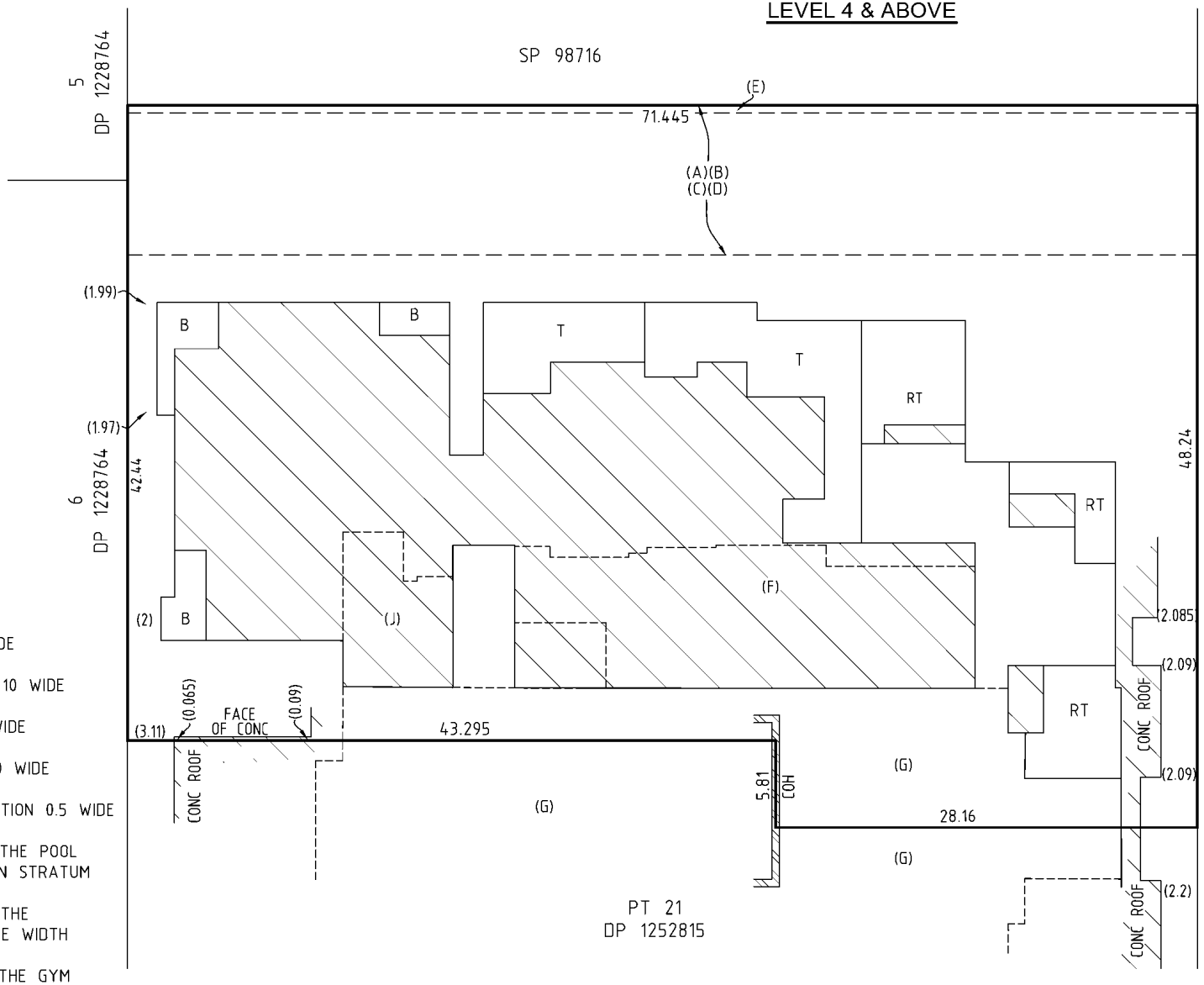
LOCATION PLAN
BUILDING D
LEVEL 4 & ABOVE



(A) EASEMENT FOR PUBLIC ACCESS 10 WIDE (DP 1247218)
(B) EASEMENT FOR DRAINAGE OF WATER 10 WIDE (DP 1247218)
(C) EASEMENT FOR OVERLAND FLOW 10 WIDE (DP 1247218)
(D) EASEMENT FOR EMERGENCY EGRESS 10 WIDE (DP 1247218)
(E) EASEMENT FOR LIGHT, AIR & VENTILATION 0.5 WIDE (DP 1247218)
(F) EASEMENT FOR ACCESS AND USE OF THE POOL FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (DP 1252815)
(G) EASEMENT FOR ACCESS AND USE OF THE EXTERNAL LANDSCAPE AREA VARIABLE WIDTH LIMITED IN STRATUM (DP 1252815)
(J) EASEMENT FOR ACCESS AND USE OF THE GYM FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (DP 1252815)

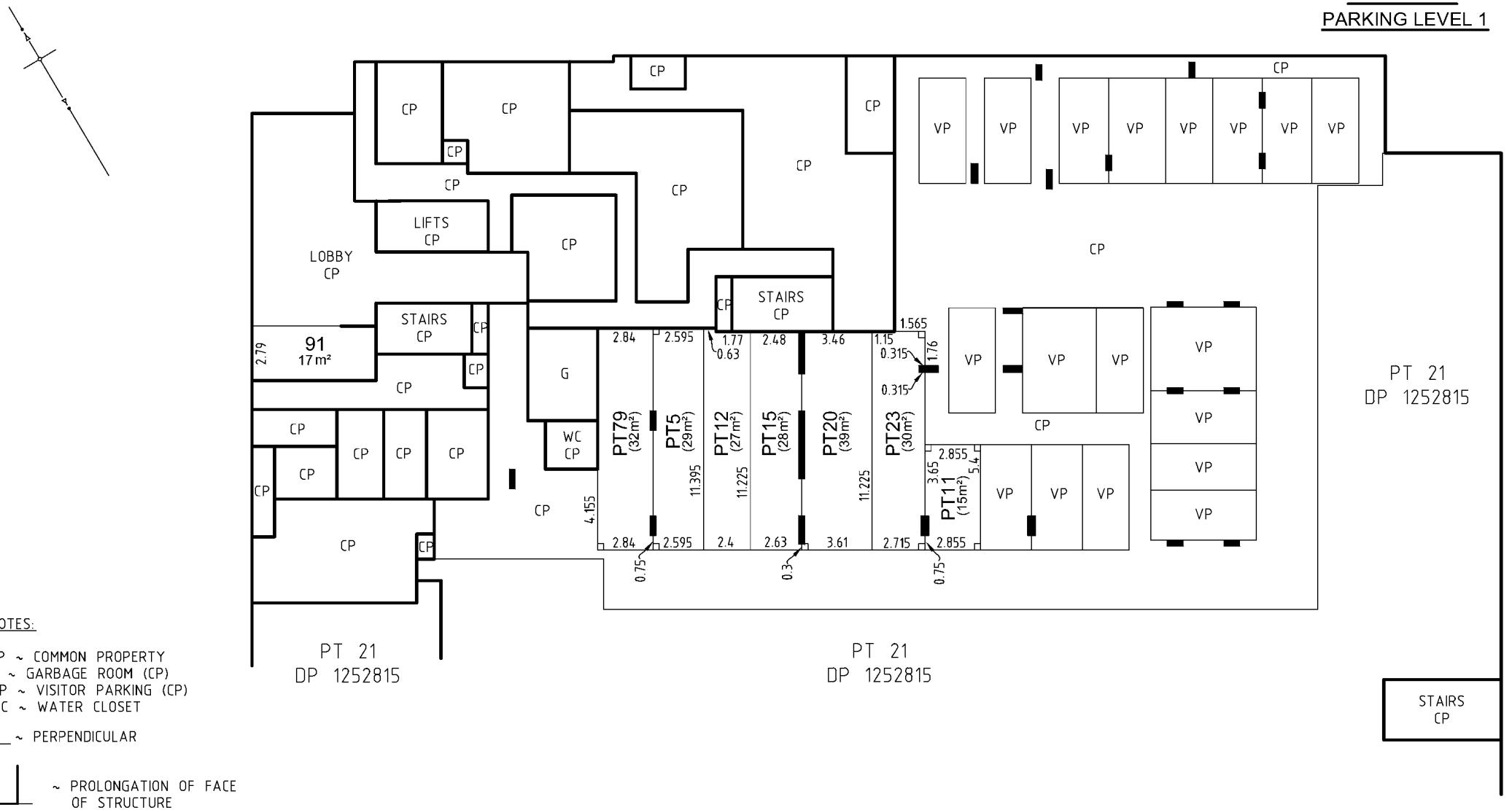
NOTES:
COH ~ DENOTES CENTRELINE OF HOB IS BDY

~ DENOTES CENTRE OF WALL IS BDY UNLESS NOTED OTHERWISE

NOTES:
B ~ BALCONY
RT ~ ROOF TERRACE
T ~ TERRACE

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 300 Lengths are in metres.	Registered 28.6.2019	SP99696

BUILDING D
PARKING LEVEL 1



NOTES:

CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
VP ~ VISITOR PARKING (CP)
WC ~ WATER CLOSET

~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF CENTRELINE OF COLUMN

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA	Registered	SP99696
Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 200		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

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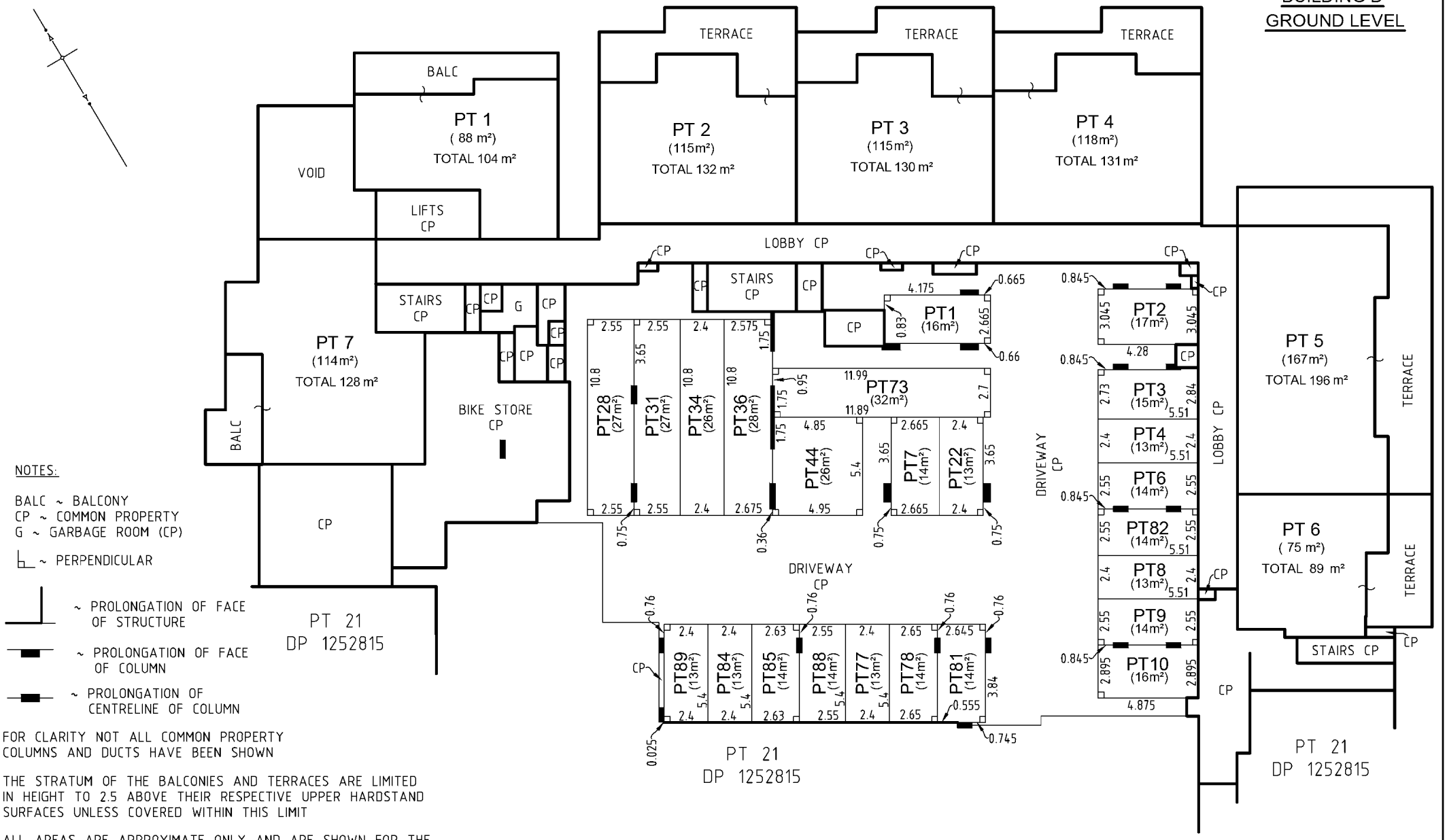
BUILDING D GROUND LEVEL



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA	Registered	SP99696
Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 200		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

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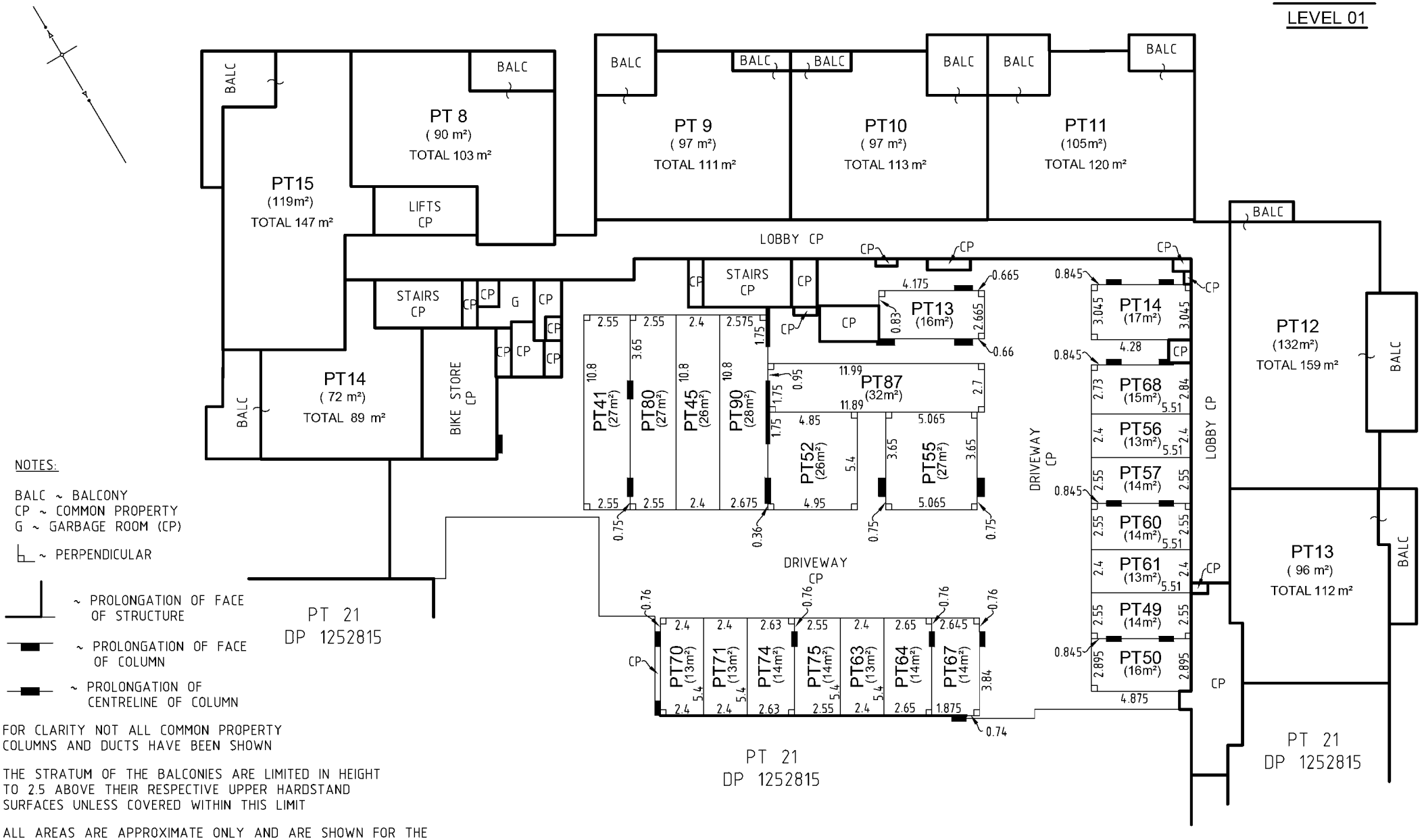
BUILDING D
LEVEL 01



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
⌐ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA	Registered	SP99696
Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 200		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

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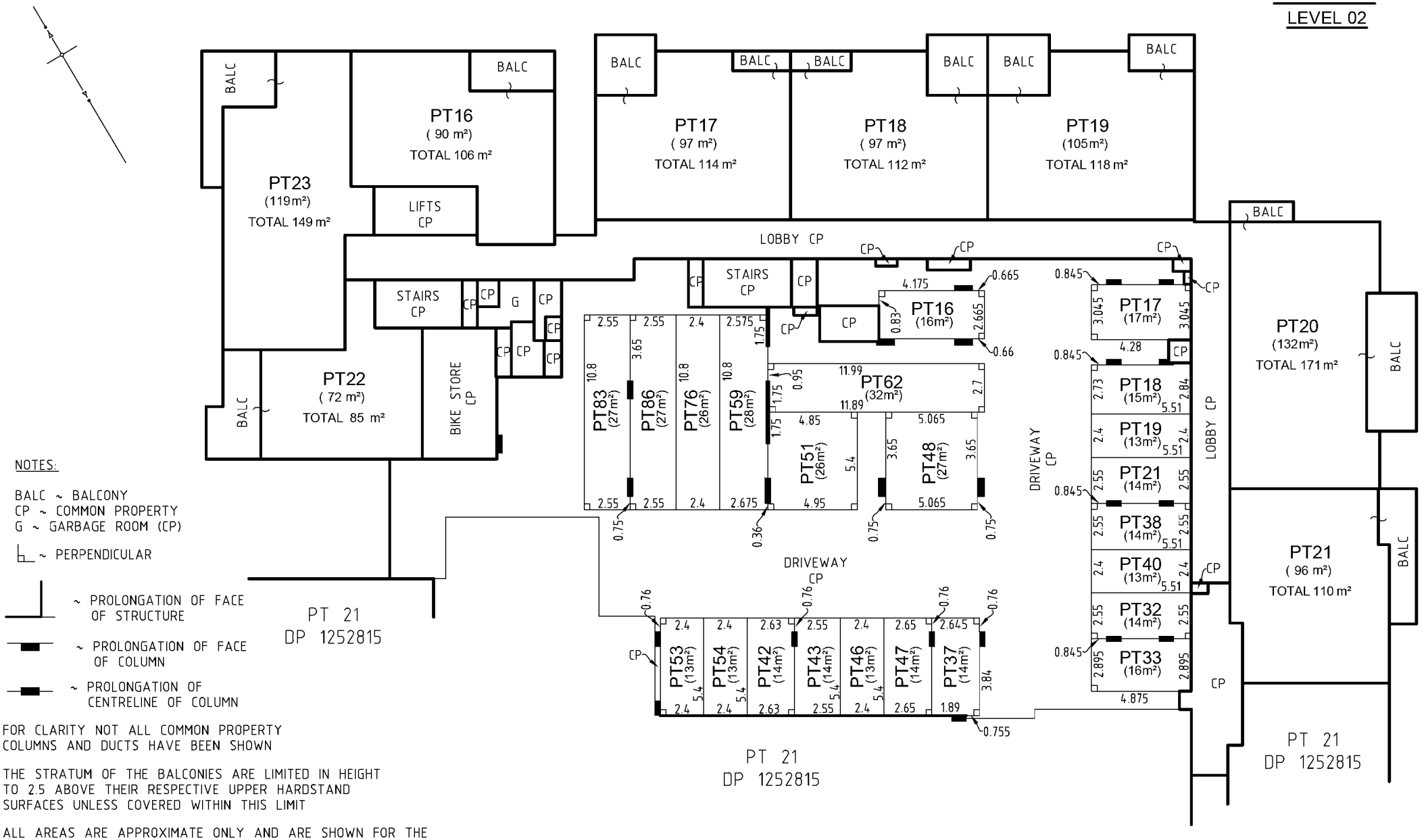
BUILDING D
LEVEL 02



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA	Registered	SP99696
Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 200		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

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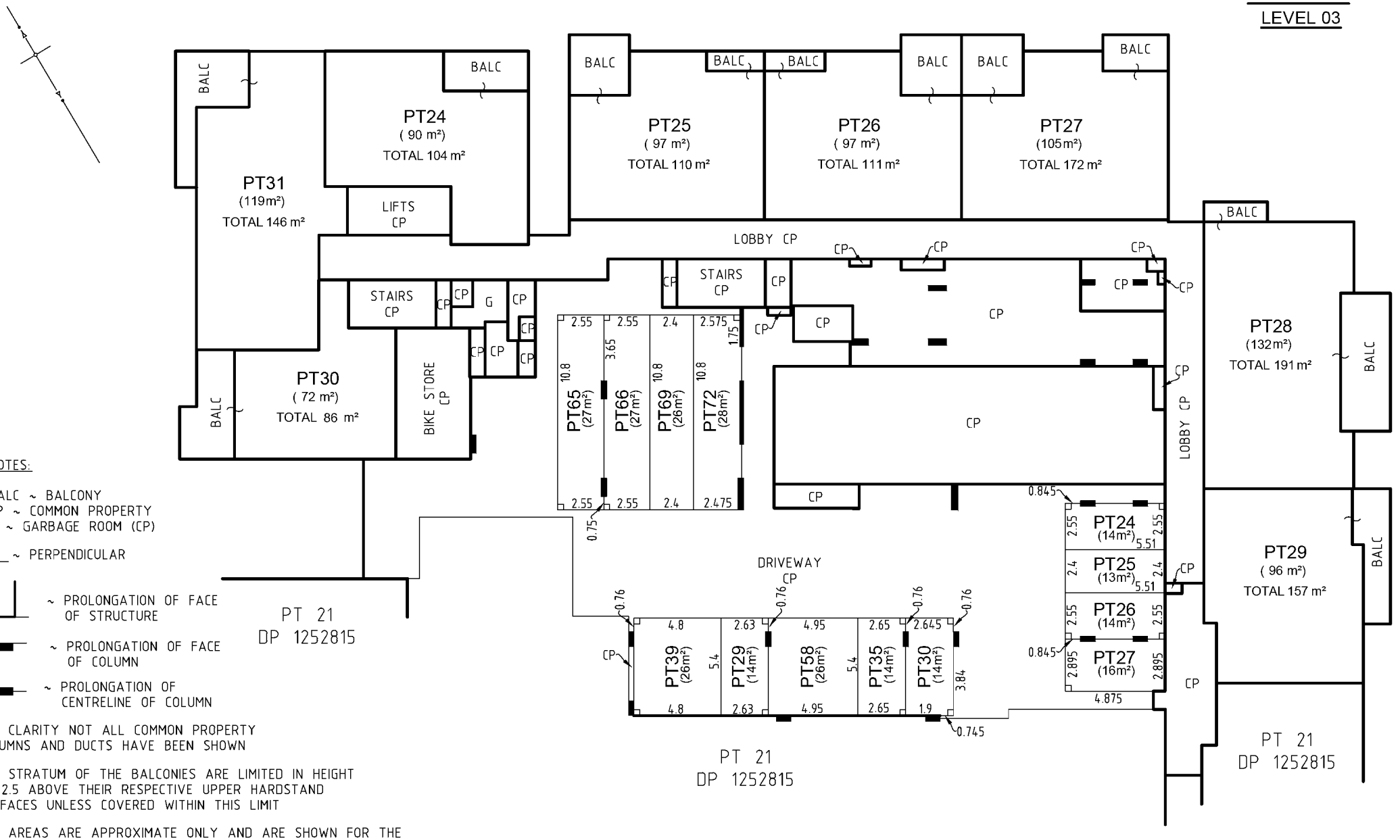
BUILDING D
LEVEL 03



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

⊾ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF CENTRELINE OF COLUMN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 200 Lengths are in metres.	Registered 28.6.2019	SP99696

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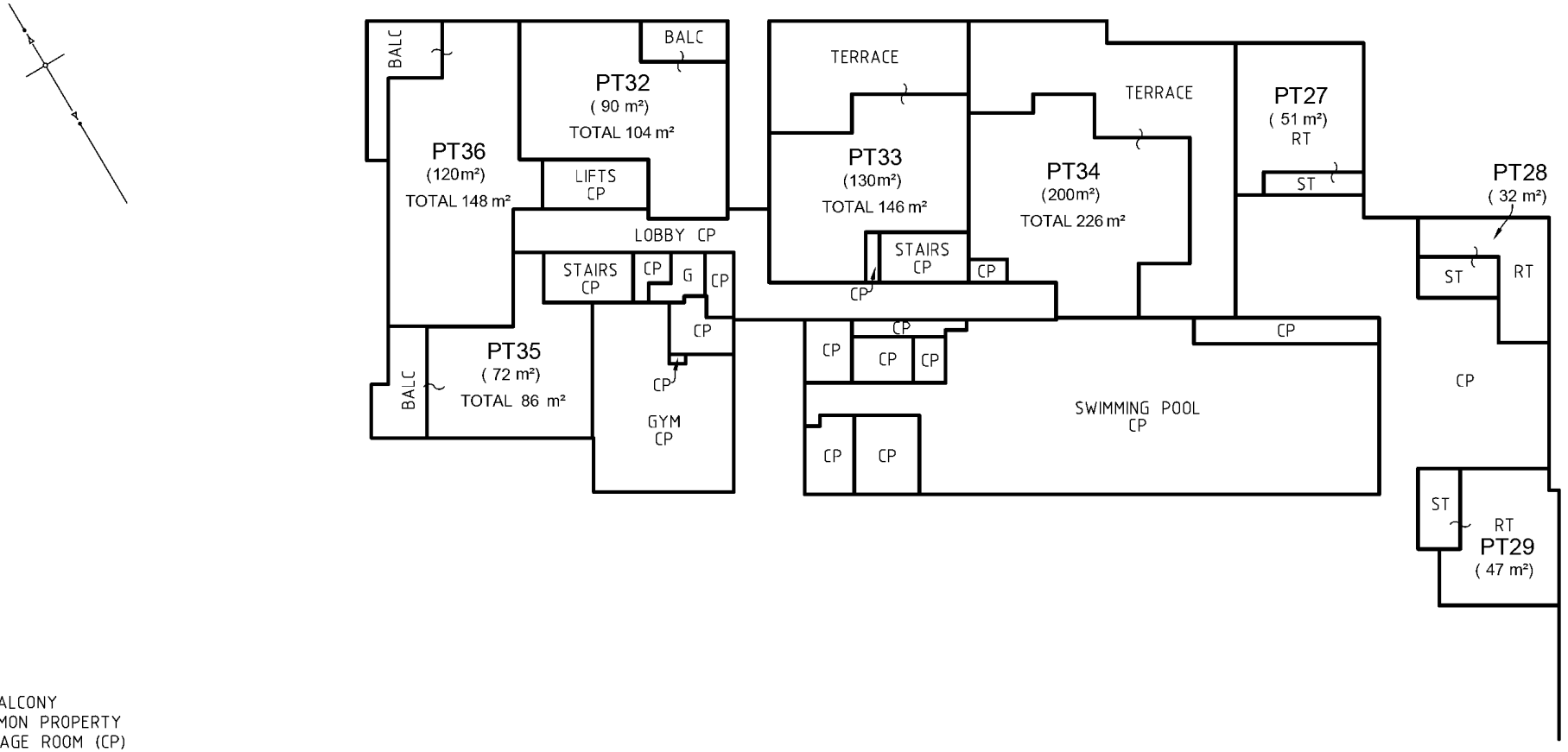
BUILDING D
LEVEL 04



NOTES:

BALC ~ BALCONY
CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)
ST ~ STAIRS
RT ~ ROOF TERRACE

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

ALL STAIRS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES, TERRACES AND ROOF TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 250 Lengths are in metres.	Registered 28.6.2019	SP99696

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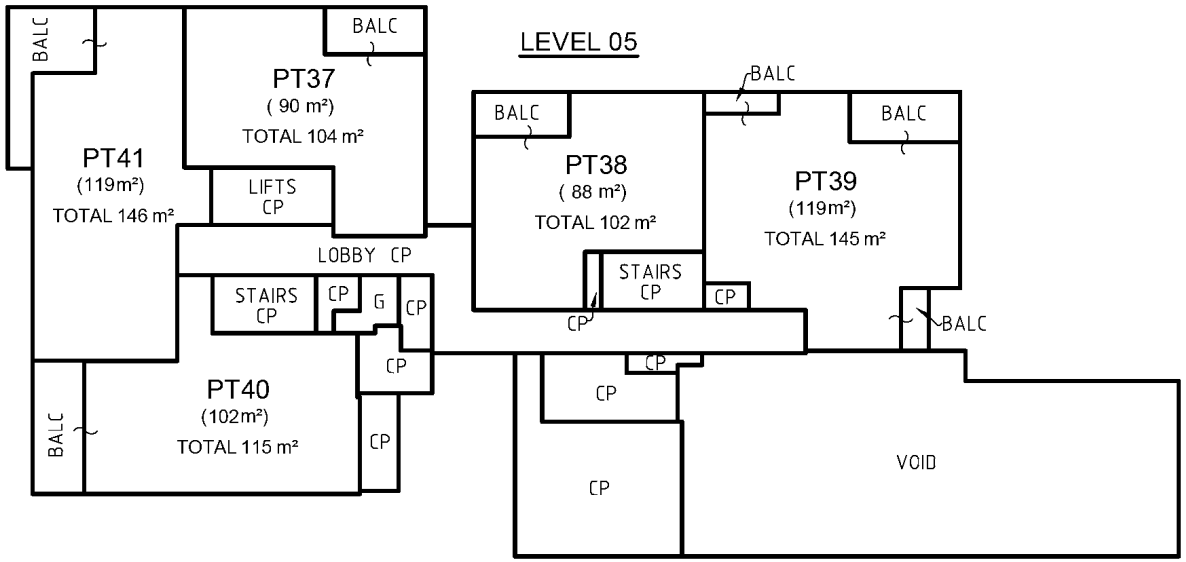
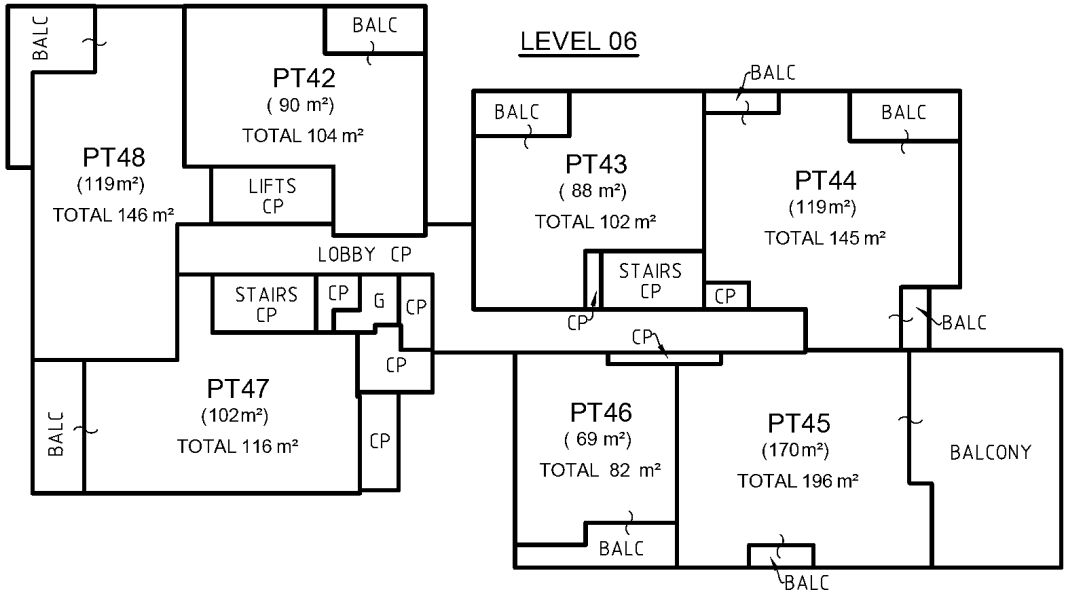
BUILDING D





NOTES:

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CP ~ COMMON PROPERTY
G ~ GARBAGE ROOM (CP)

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SURVEYOR	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA	Registered	SP99696
Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 250		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

Req:R745545 /Doc:SP 0099696 P /Rev:01-Jul-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 11:26 /Seq:15 of 25
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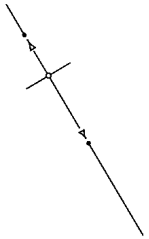
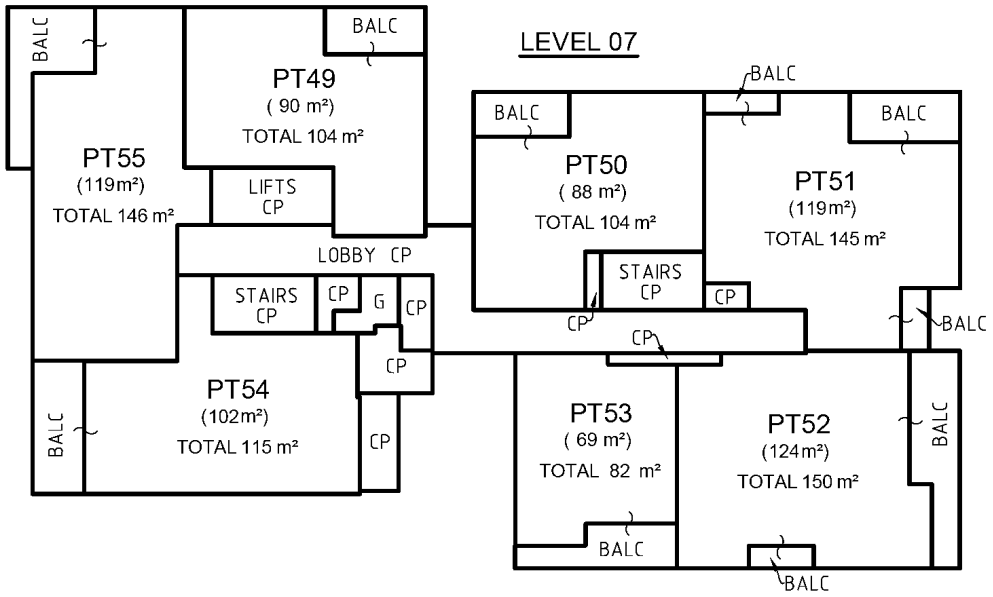
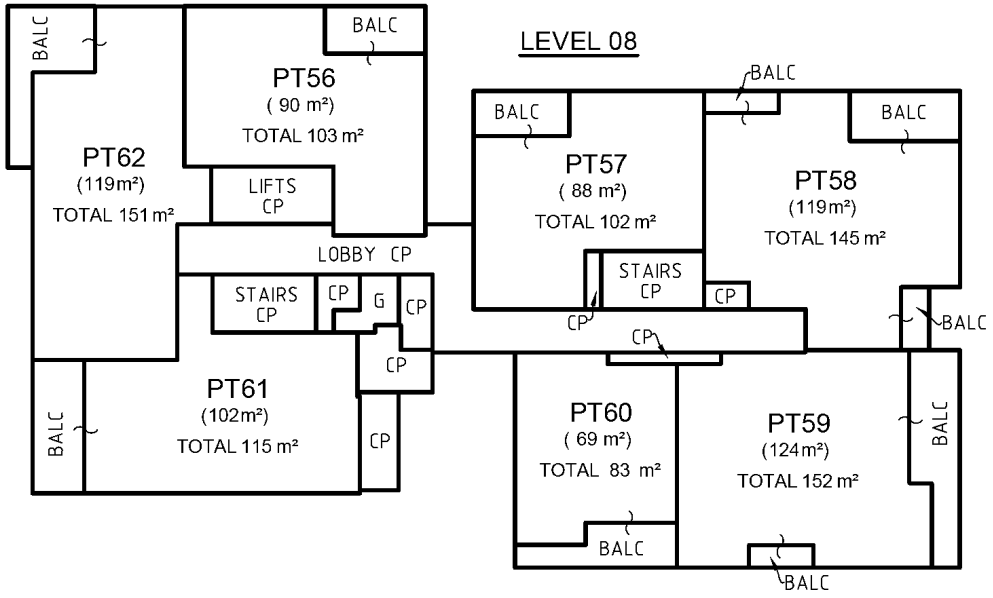
BUILDING D







NOTES:

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Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 250		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

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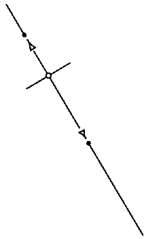
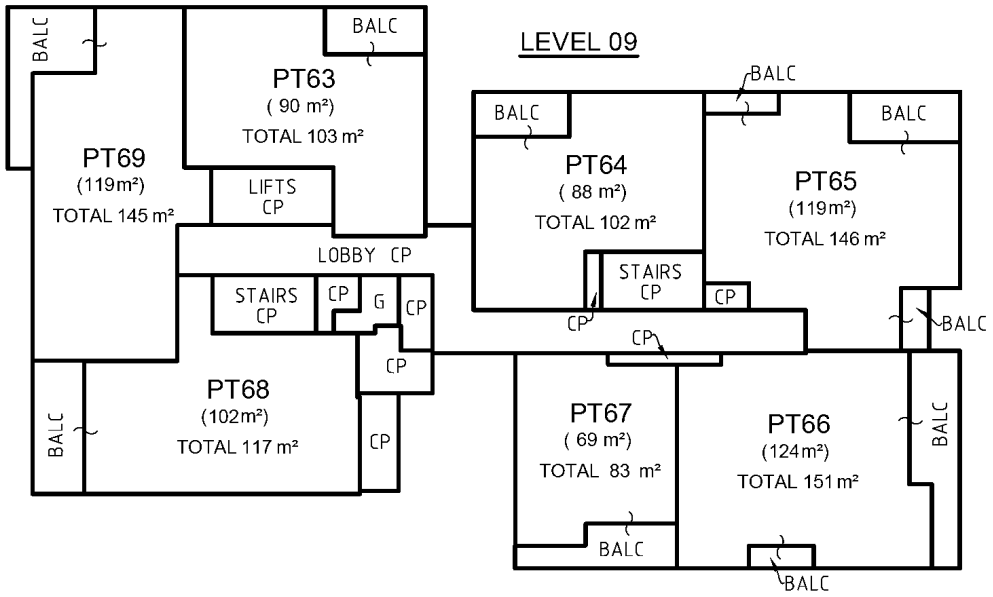
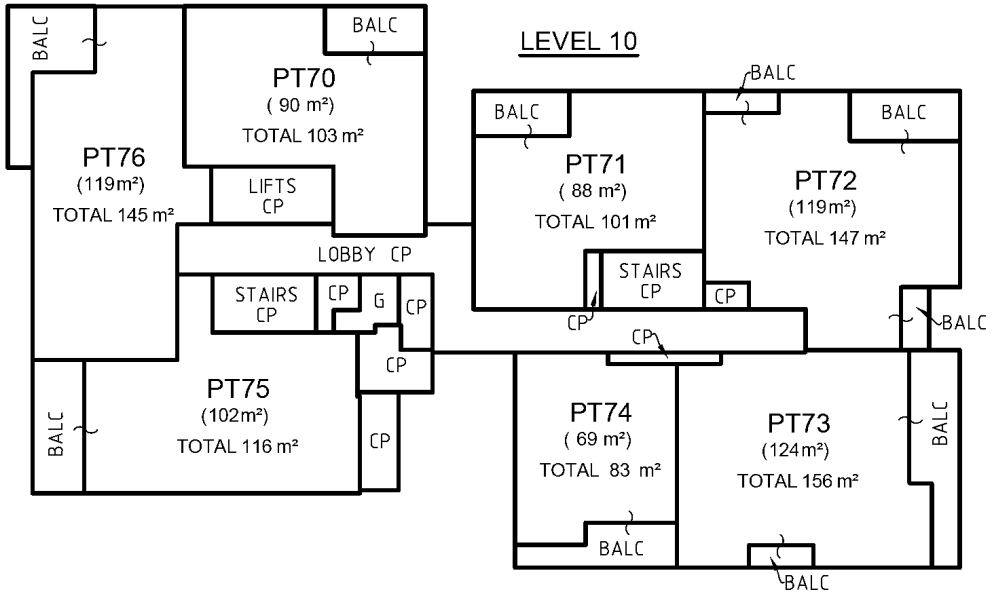
BUILDING D







NOTES:

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Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 250		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

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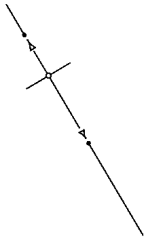
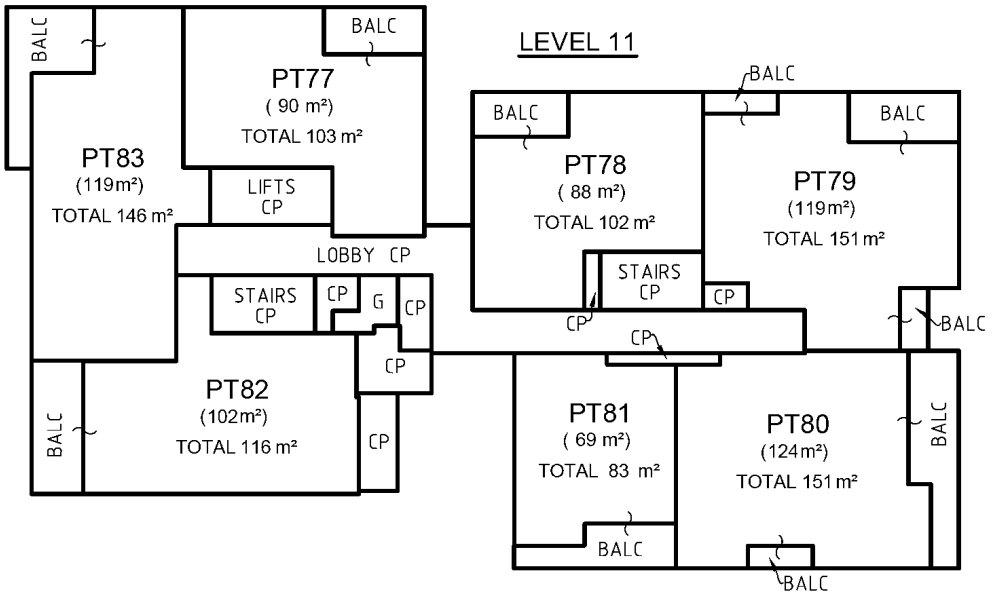
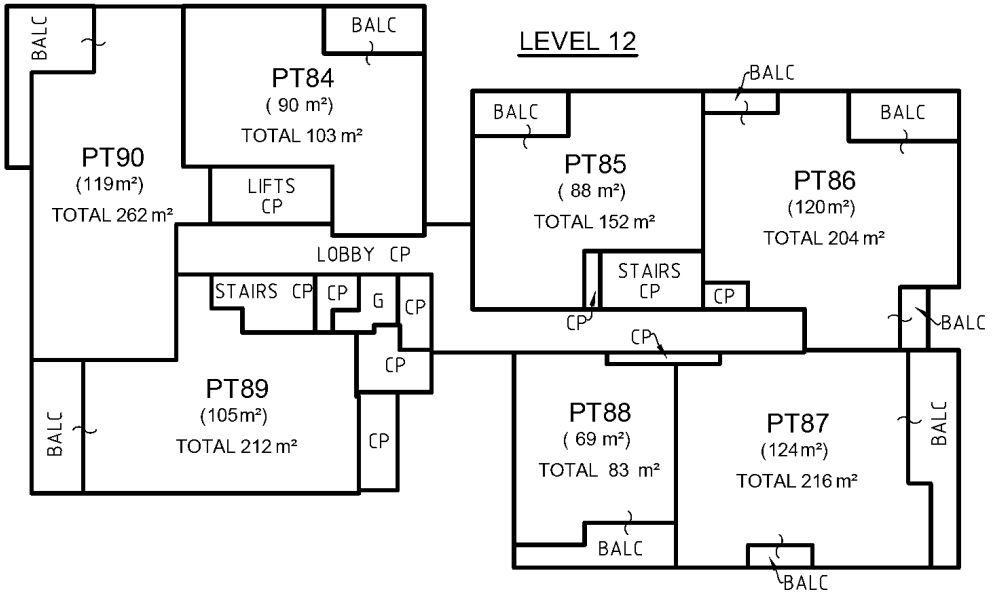
BUILDING D







NOTES:

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SURVEYOR	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA	Registered	SP99696
Name: JASON RAIC		Locality : LIDCOMBE	28.6.2019	
Date : 01-05-2019		Reduction Ratio 1: 250		
Surveyor's Reference: 44740 093SP		Lengths are in metres.		

Req:R745545 /Doc:SP 0099696 P /Rev:01-Jul-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 11:26 /Seq:18 of 25
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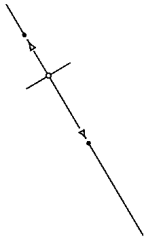
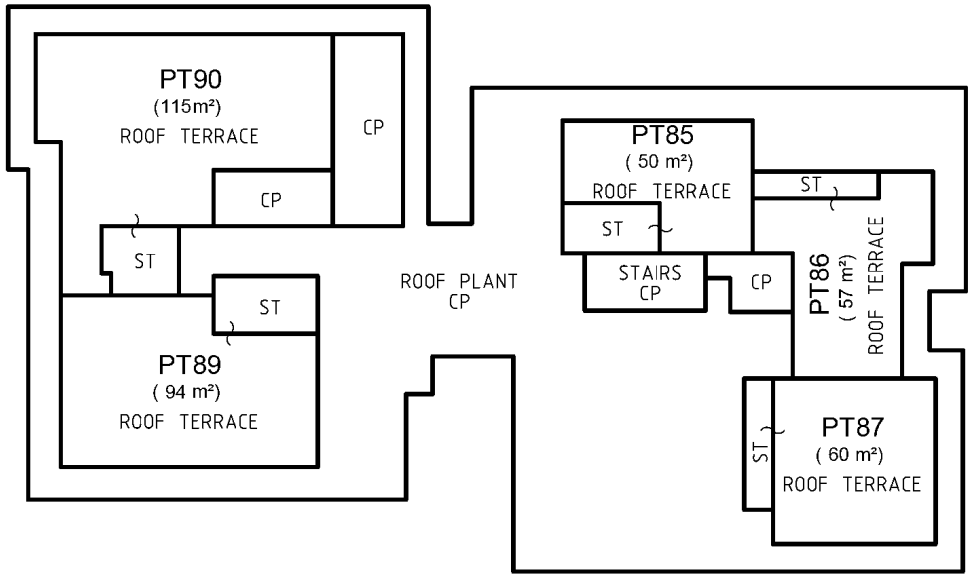
BUILDING D
LEVEL 13





NOTES:

CP ~ COMMON PROPERTY
ST ~ STAIRS

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

ALL STAIRS ARE FULLY ENCLOSED

THE STRATUM OF THE ROOF TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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SURVEYOR Name: JASON RAIC Date : 01-05-2019 Surveyor's Reference: 44740 093SP	PLAN OF SUBDIVISION OF LOT 20 IN DP 1252815	LGA: CITY OF PARRAMATTA Locality : LIDCOMBE Reduction Ratio 1: 250 Lengths are in metres.	Registered 28.6.2019	SP99696

Req:R745545 /Doc:SP 0099696 P /Rev:01-Jul-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 11:26 /Seq:19 of 25
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SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 7 sheet(s)

Office Use Only

Registered: 28.6.2019

Office Use Only

SP99696

PLAN OF SUBDIVISION OF LOT 20 IN DP1252815

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Parish: CONCORD

County: CUMBERLAND

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

Address for Service of Documents
11 Carter Street
LIDCOMBE NSW 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 JASON RAIC,
of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
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: 01 May 2019

Surveyor ID: 8255

Surveyor's Reference: 44740 093SP

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

Strata Certificate (Accredited Certifier)

I GARRY RYAN being an Accredited Certifier, accreditation number BPB0565, certify that in regards to the 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: SY160293ST02

Relevant Planning Approval No.: SY160293CD03

issued by: GARRY RYAN

Signature: .....

Date: 24/5/2019

^ 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 7 sheet(s)

Office Use Only

Registered: 28.6.2019

Office Use Only

SP99696

VALUER'S CERTIFICATE

I, PETER RAPTIS LMW AAPI No 67870 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 28.5.2019

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE
1	82	26	98	51	130
2	100	27	119	52	124
3	100	28	137	53	82
4	109	29	115	54	110
5	129	30	77	55	131
6	77	31	130	56	103
7	106	32	98	57	101
8	96	33	105	58	134
9	97	34	145	59	126
10	96	35	78	60	83
11	105	36	131	61	111
12	125	37	101	62	132
13	96	38	99	63	103
14	76	39	129	64	102
15	129	40	109	65	133
16	96	41	132	66	126
17	98	42	101	67	84
18	97	43	100	68	111
19	106	44	130	69	132
20	126	45	139	70	104
21	96	46	81	71	103
22	77	47	109	72	134
23	130	48	130	73	127
24	97	49	102	74	84
25	98	50	101	75	112

Surveyor's Reference: 44740 093SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 28.6.2019	SP99696

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 CONT'D

LOT NO	UE	LOT NO	UE	LOT NO	UE
76	133	82	113	88	86
77	105	83	134	89	136
78	103	84	105	90	156
79	134	85	115	91	10
80	128	86	149	TOTAL	10000
81	85	87	146		

Surveyor's Reference: 44740 093SP

Req:R745545 /Doc:SP 0099696 P /Rev:01-Jul-2019 /NSW LRS /Pgs:ALL /Prt:25-Feb-2026 11:26 /Seq:22 of 25
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 28.6.2019	SP99696

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

STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	-	11	CARTER	STREET	LIDCOMBE
1	D G39	11	CARTER	STREET	LIDCOMBE
2	D G40	11	CARTER	STREET	LIDCOMBE
3	D G41	11	CARTER	STREET	LIDCOMBE
4	D G42	11	CARTER	STREET	LIDCOMBE
5	D G43	11	CARTER	STREET	LIDCOMBE
6	D G45	11	CARTER	STREET	LIDCOMBE
7	D G46	11	CARTER	STREET	LIDCOMBE
8	D 139	11	CARTER	STREET	LIDCOMBE
9	D 140	11	CARTER	STREET	LIDCOMBE
10	D 141	11	CARTER	STREET	LIDCOMBE
11	D 142	11	CARTER	STREET	LIDCOMBE
12	D 143	11	CARTER	STREET	LIDCOMBE
13	D 145	11	CARTER	STREET	LIDCOMBE
14	D 146	11	CARTER	STREET	LIDCOMBE
15	D 147	11	CARTER	STREET	LIDCOMBE
16	D 239	11	CARTER	STREET	LIDCOMBE
17	D 240	11	CARTER	STREET	LIDCOMBE
18	D 241	11	CARTER	STREET	LIDCOMBE
19	D 242	11	CARTER	STREET	LIDCOMBE
20	D 243	11	CARTER	STREET	LIDCOMBE
21	D 245	11	CARTER	STREET	LIDCOMBE
22	D 246	11	CARTER	STREET	LIDCOMBE
23	D 247	11	CARTER	STREET	LIDCOMBE
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25	D 340	11	CARTER	STREET	LIDCOMBE
26	D 341	11	CARTER	STREET	LIDCOMBE
27	D 342	11	CARTER	STREET	LIDCOMBE
28	D 343	11	CARTER	STREET	LIDCOMBE
29	D 345	11	CARTER	STREET	LIDCOMBE
30	D 346	11	CARTER	STREET	LIDCOMBE
31	D 347	11	CARTER	STREET	LIDCOMBE
32	D 439	11	CARTER	STREET	LIDCOMBE
33	D 440	11	CARTER	STREET	LIDCOMBE

Surveyor's Reference: 44740 093SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 7 sheet(s)

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Registered: 28.6.2019	SP99696

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STREET ADDRESS SCHEDULE CONT'D

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
34	D 441	11	CARTER	STREET	LIDCOMBE
35	D 442	11	CARTER	STREET	LIDCOMBE
36	D 443	11	CARTER	STREET	LIDCOMBE
37	D 539	11	CARTER	STREET	LIDCOMBE
38	D 540	11	CARTER	STREET	LIDCOMBE
39	D 541	11	CARTER	STREET	LIDCOMBE
40	D 542	11	CARTER	STREET	LIDCOMBE
41	D 543	11	CARTER	STREET	LIDCOMBE
42	D 639	11	CARTER	STREET	LIDCOMBE
43	D 640	11	CARTER	STREET	LIDCOMBE
44	D 641	11	CARTER	STREET	LIDCOMBE
45	D 642	11	CARTER	STREET	LIDCOMBE
46	D 643	11	CARTER	STREET	LIDCOMBE
47	D 645	11	CARTER	STREET	LIDCOMBE
48	D 646	11	CARTER	STREET	LIDCOMBE
49	D 739	11	CARTER	STREET	LIDCOMBE
50	D 740	11	CARTER	STREET	LIDCOMBE
51	D 741	11	CARTER	STREET	LIDCOMBE
52	D 742	11	CARTER	STREET	LIDCOMBE
53	D 743	11	CARTER	STREET	LIDCOMBE
54	D 745	11	CARTER	STREET	LIDCOMBE
55	D 746	11	CARTER	STREET	LIDCOMBE
56	D 839	11	CARTER	STREET	LIDCOMBE
57	D 840	11	CARTER	STREET	LIDCOMBE
58	D 841	11	CARTER	STREET	LIDCOMBE
59	D 842	11	CARTER	STREET	LIDCOMBE
60	D 843	11	CARTER	STREET	LIDCOMBE
61	D 845	11	CARTER	STREET	LIDCOMBE
62	D 846	11	CARTER	STREET	LIDCOMBE
63	D 939	11	CARTER	STREET	LIDCOMBE
64	D 940	11	CARTER	STREET	LIDCOMBE
65	D 941	11	CARTER	STREET	LIDCOMBE
66	D 942	11	CARTER	STREET	LIDCOMBE
67	D 943	11	CARTER	STREET	LIDCOMBE

Surveyor's Reference: 44740 093SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 7 sheet(s)

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STREET ADDRESS SCHEDULE CONT'D

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
68	D 945	11	CARTER	STREET	LIDCOMBE
69	D 946	11	CARTER	STREET	LIDCOMBE
70	D 1039	11	CARTER	STREET	LIDCOMBE
71	D 1040	11	CARTER	STREET	LIDCOMBE
72	D 1041	11	CARTER	STREET	LIDCOMBE
73	D 1042	11	CARTER	STREET	LIDCOMBE
74	D 1043	11	CARTER	STREET	LIDCOMBE
75	D 1045	11	CARTER	STREET	LIDCOMBE
76	D 1046	11	CARTER	STREET	LIDCOMBE
77	D 1139	11	CARTER	STREET	LIDCOMBE
78	D 1140	11	CARTER	STREET	LIDCOMBE
79	D 1141	11	CARTER	STREET	LIDCOMBE
80	D 1142	11	CARTER	STREET	LIDCOMBE
81	D 1143	11	CARTER	STREET	LIDCOMBE
82	D 1145	11	CARTER	STREET	LIDCOMBE
83	D 1146	11	CARTER	STREET	LIDCOMBE
84	D 1239	11	CARTER	STREET	LIDCOMBE
85	D 1240	11	CARTER	STREET	LIDCOMBE
86	D 1241	11	CARTER	STREET	LIDCOMBE
87	D 1242	11	CARTER	STREET	LIDCOMBE
88	D 1243	11	CARTER	STREET	LIDCOMBE
89	D 1245	11	CARTER	STREET	LIDCOMBE
90	D 1246	11	CARTER	STREET	LIDCOMBE
91		11	CARTER	STREET	LIDCOMBE

Surveyor's Reference: 44740 093SP

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ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 7 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 28.6.2019	SP99696

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*

EXECUTED by)
KARIMBLA PROPERTIES (NO. 51) PTY LIMITED)
ACN 168 601 250)
in accordance with Section 127)
of the Corporations Act)

KARIMBLA PROPERTIES (NO. 51) PTY LIMITED ACN 168 601 250 THE COMMON SEAL OF

.....	.....
Signature of Director	Signature of Director/secretary
DAVID CREMONA	ROBYN McCULLY
NAME (please print)	NAME (please print)

Surveyor's Reference: 44740 093SP

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

Lengths are in metres **(Sheet 1 of 8 Sheets)**

Plan: DP1228764

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC/86/2018

Full name and address of the owner of the land:

Karimbla Properties (No. 51) Pty Ltd ACN 168 601 250 of Level 11, 528 Kent Street, Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for Access 20 Wide and Variable Width (A)	3 5, 6	1, 4 4
2.	Easement for Services 20 Wide and Variable Width (B)	3 5 6 10 11	1, 2, 4, 5, 6, 8, 10, 11 1, 2, 3, 4, 6, 8, 10, 11 1, 2, 3, 4, 5, 8, 10, 11 1, 2, 3, 4, 5, 6, 8, 11 1, 2, 3, 4, 5, 6, 8, 10
3.	Easement for Overland Flow 20 Wide and Variable Width (C)	3 5 6 10 11	1, 2, 4, 5, 6, 8, 10, 11 1, 2, 3, 4, 6, 8, 10, 11 1, 2, 3, 4, 5, 8, 10, 11 1, 2, 3, 4, 5, 6, 8, 11 1, 2, 3, 4, 5, 6, 8, 10
4.	Easement to Permit Encroaching Structure to Remain 0.1 Wide (D)	2	1
5.	Positive Covenant	1	City of Parramatta Council
6.	Restriction on the Use of Land	1	City of Parramatta Council

Council's Authorised Delegate

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

Lengths are in metres (Sheet 2 of 8 Sheets)

Plan: DP1228764

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC186/2018

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
7.	Easement for Light, Air, Ventilation and Protection of Openings ~~3 Wide (E)~~ VARIABLE WIDTH (E)	2	1

CI

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement to Drain Water 10 feet Wide (DP 225350)	Lot 19 DP 225350 Lot 23 DP 225350 Lot 200 DP 1160458	Lot 200 in DP1160458 and Lots 23 & 24 DP 225350 Lots 19 & 24 DP 225350 Lots 19, 23 and 24 DP 225350

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR ACCESS 20 WIDE AND VARIABLE WIDTH (A) NUMBERED 1 IN THE PLAN

CI

1.1 Subject to the terms of this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited shall have the right to access, go, pass and repass at all times over the Easement for Access area PROVIDED ALWAYS that nothing herein contained shall entitle any

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

Lengths are in metres **(Sheet 3 of 8 Sheets)**

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC186/2018

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person exercising the aforesaid rights to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.

1.2 The owner of the lot burdened may temporarily suspend access to, and use of this Easement.

1.3 In exercising the rights granted by this easement, the owner of the lot benefited and any persons authorised by the owner of the benefited:

(a) enters the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must cause no damage to the lot burdened and any improvements on it;

(e) must not obstruct the use of the lot burdened; and

(f) may use part of the easement site for the purpose of car share parking.

1.4 The owner of the lot benefited and any persons authorised by the owner of the benefited releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened.

1.5 The owner of the lot benefited and any persons authorised by the owner of the benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any persons authorised by the owner of the benefited.

2. TERMS OF EASEMENT FOR SERVICES 20 WIDE AND VARIABLE WIDTH (B) NUMBERED 2 IN THE PLAN

2.1 An easement in the terms of the Easement for Services in Part 11 of Schedule 8 of the *Conveyancing Act 1919* is created except that the definition of "domestic services" is to include the drainage of stormwater.

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

Lengths are in metres (Sheet 4 of 8 Sheets)

Plan: DP1228764 Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC/86/2018

2.2 This easement shall lapse automatically and cease to exist when that part of the lot burdened becomes public road and the owner of the lot benefited hereby grants consent to the release and the removal of this easement over that part of the lot burdened.

3. TERMS OF EASEMENT FOR OVERLAND FLOW 20 WIDE AND VARIABLE WIDTH (C) NUMBERED 3 IN THE PLAN

3.1 The owner of the lot benefited may drain any water from any natural source that overflows to the lot burdened but only within the site of this easement.

3.2 The owner of the lot benefited may do anything reasonably necessary for that purpose, including:

3.2.1 entering the lot burdened, and

3.2.2 taking anything on to the lot burdened, and

3.2.3 using any existing line of pipes and other drainage equipment, and

3.2.4 carrying out work, such as constructing, placing, repairing or maintaining pipes and other drainage equipment.

3.3 In exercising those powers, the owner of the lot benefited must:

3.3.1 ensure all work is done properly, and

3.3.2 cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened, and

3.3.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and

3.3.4 restore the lot burdened as nearly as is practicable to its former condition, and

3.3.5 make good any collateral damage.

3.4 The owner or the occupier of the lot burdened must not erect, construct or place upon the site of this easement any structures, improvements, equipment and fixtures or alter or permit or suffer any alteration to the surface level of the site of this easement that will alter the hydraulic characteristics of the overland flowpath without the consent in writing of the authority benefited.

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

Lengths are in metres **(Sheet 5 of 8 Sheets)**

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC186/2018

3.5 This easement shall lapse automatically and cease to exist when that part of the lot burdened becomes public road and the owner of the lot benefited hereby grants consent to the release and the removal of this easement over that part of the lot burdened.

4 TERMS OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.1 WIDE (D) NUMBERED 4 IN THE PLAN

4.1 The owner of the lot benefited:

(a) may insist that the parts of the structure being a metal awning (**"the encroaching structure"**) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement; and

(b) must keep the encroaching structure in good repair and safe condition; and

(c) may do anything reasonably necessary for that purpose, including:

(i) entering the lot burdened; and

(ii) taking anything on to the lot burdened; and

(iii) carrying out work.

4.2 In exercising those powers, the owner of the lot benefited must

(a) obtain the prior written consent of the owner of the lot burdened prior to access;

(b) ensure all work is done properly; and

(c) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and

(d) restore the lot burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

4.3 The owner of the lot burdened may insist that this easement be extinguished when the structure of the lot benefited is removed.

4.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

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

Lengths are in metres (Sheet 6 of 8 Sheets)

Plan: DP1228764 Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC/86/2018

4.5 Name of Authority having the power to release, vary or modify this easement is the City of Parramatta Council.

5 TERMS OF POSITIVE COVENANT NUMBERED 5 IN THE PLAN

5.1 The owner of the lot burdened 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 owner of the lot burdened 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; and

(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.

5.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

(a) in the event that the owner of the lot burdened 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 clause 28.1(d) above; and

(b) the Council may recover from the owner of the lot burdened in a Court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, 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; and

(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 and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate

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

Lengths are in metres (Sheet 7 of 8 Sheets)

Plan: DP1228764 Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC/86/2018

required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

5.3 For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Advance Building Approvals Pty Ltd as Construction Certificate No. CF17011CC01 issued on 8 May 2017 under Development Consent No 620/2016, including 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.

6. TERMS OF RESTRICTON ON THE USE OF LAND NUMBERED 6 IN THE PLAN

6.1 The owner of the lot burdened hereby burdened shall not make or permit or suffer the making of any alterations to any on-site detention system, which is, or shall be, constructed on the lot burdened without the prior consent in writing of City of Parramatta Council.

6.2 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.

6.3 The on-site detention system is detailed on the plans approved by Advance Building Approvals Pty Ltd as Construction Certificate No. CF17011CC01 issued on 8 May 2017 under Development Consent No 620/2016.

6.4 Name of Authority having the power to release, vary or modify the abovementioned Restriction on Use of Land referred to is City of Parramatta Council.

7. TERMS OF EASEMENT FOR LIGHT, AIR, VENTILATION AND PROTECTION OF OPENINGS ~~3 WIDE (E)~~ VARIABLE WIDTH (E) NUMBERED 7 IN THE PLAN

7.1 Full, free and uninterrupted access by the owner of the lot benefited and any person authorised by the owner of lot benefited to the transmission and enjoyment of light, air and ventilation over and across the Easement Site without any obstruction or interruption caused by or resulting from the erection, construction or presence of any building, structure or other thing on, in or over the Easement Site.

7.2 Name of Authority having the power to release, vary or modify this easement is the City of Parramatta Council.

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

Lengths are in metres **(Sheet 8 of 8 Sheets)**

Plan: **DP1228764**

Plan of Subdivision of Lots 16-19 and 23-24 in DP225350 and Lot 200 in DP1160458 covered by Subdivision Certificate No. SC/86/2018

EXECUTED by)
KARIMBLA PROPERTIES (NO. 51) PTY)
LTD ACN 168 601 250 in accordance section)
127 of the Corporations Act 2001 by

Signature of Authorised Person

DIRECTOR
Office held

DAVID CREMONA
Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY
Office held

ROBYN McCULLY
Name of Authorised Person (please print)

EXECUTED by **THE COUNCIL OF THE CITY OF PARRAMATTA**)
by its Authorised Delegate pursuant to section 378)
of Local Government Act 1993 in the presence of:)

Shaun Hehir
Signature of Witness

SHAUN HEHIR
Name of Witness (please print)

126 CHURCH STREET PARRAMATTA
Address of Witness

Signature of Authorised Delegate

CLAIRE STEPHENS
Name of Authorised Delegate (please print)

A/UNIT MGR - DTSU
Office held

Council's Authorised Delegate

REGISTERED 16.8.2018

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ePlan

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

Lengths are in metres **(Sheet 1 of 7 Sheets)**

Plan: DP1247218 (E) Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. SC/207/2018

Full name and address of the owner of the land: Karimbla Properties (No. 51) Pty Ltd ACN 168 601 250 of Level 11, 528 Kent Street, Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for Public Access 10 Wide (A)	41	City of Parramatta Council
2.	Easement for Drainage of Water 10 Wide (B)	41	40
3.	Easement for Overland Flow 10 Wide (C)	41	40
4.	Easement for Emergency Egress 10 Wide (D)	41	40
5.	Easement for Light, Air and Ventilation 0.5 Wide (E)	41	40
6.	Restriction on the Use of Land	40 41	City of Parramatta Council City of Parramatta Council
7.	Positive Covenant	40 41	City of Parramatta Council City of Parramatta Council

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

Lengths are in metres **(Sheet 2 of 7 Sheets)**

Plan: DP1247218 Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. SC/207/2018

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR PUBLIC ACCESS 10 WIDE (A) NUMBERED 1 IN THE PLAN

1.1 Subject to the terms of this easement, the authority benefited and members of the public ("Authorised Users") have full and free right to pass and repass at all times over the Easement for Public Access area:

(a) on foot; and/or

(b) with wheelchairs or other disabled access aids; and/or

(c) with or without animals; and/or

(d) with bikes, tricycles, skateboards, rollerblades, kick scooters, or other similar non-motorised equipment.

1.2 Subject to the terms of this easement, full right for the authority benefited and the servants, agents and contractors of the authority benefited at all times to enter, pass and repass over the lot burdened (in common with the public) but only in the easement site with or without vehicles, plant and equipment and to remain on but only in the easement site for so long as may be necessary for the purpose of performing the authority benefited's rights under clause 1.6 and the authority benefited's obligations under clause 1.6.

1.3 The owner of the lot burdened may temporarily suspend access to and use of this easement for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.

1.4 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) must comply with the reasonable directions of the owner of the lot burdened; and

(b) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened.

1.5 Subject to clause 1.6, the owner of the lot burdened must at all times at its expense:

(a) keep the lot burdened (including any services in, on or under the lot burdened) in good repair and condition;

(b) keep the lot burdened clean and free from rubbish;

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

Lengths are in metres **(Sheet 3 of 7 Sheets)**

Plan: DP1247218 Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. SC/207/2013

(c) make good any damage; and

(d) take out and maintain all relevant insurances that a prudent owner would maintain in respect of its part of the easement site (including public risk insurance).

1.6 If the owner of the lot burdened does not perform any obligation under clause 1.5, the authority benefited may undertake the required work and recover the costs of all such work from the owner of the lot burdened as a liquidated debt.

1.7 The authority benefited is solely empowered to release this easement.

1.8 The easement may only be varied by written agreement between the authority benefited and owner of the lot burdened.

1.9 The owner of the lot burdened is permitted to install or erect works of art, street furniture, awnings, tables and chairs or other improvements at ground level within the easement site, with the prior written consent of the authority benefited.

1.10 The owner of the lot burdened, with the prior consent of authority benefited, may redevelop or otherwise change the improvements on or within the easement site.

1.11 Name of Authority having the power to release, vary or modify the abovementioned easement referred to is City of Parramatta Council.

2. TERMS OF EASEMENT FOR DRAINAGE OF WATER 10 WIDE (B) NUMBERED 2 IN THE PLAN

2.1 An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 8 of the *Conveyancing Act 1919 is created.*

3. TERMS OF EASEMENT FOR OVERLAND FLOW 10 WIDE (C) NUMBERED 3 IN THE PLAN

3.1 The owner of the lot benefited may drain any water from any natural source that overflows to the lot burdened but only within the site of this easement.

3.2 The owner of the lot benefited may do anything reasonably necessary for that purpose, including:

3.2.1 entering the lot burdened, and

3.2.2 taking anything on to the lot burdened, and

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

Lengths are in metres **(Sheet 4 of 7 Sheets)**

Plan: DP1247218 Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. SC/207/2018

3.2.3 using any existing line of pipes and other drainage equipment, and

3.2.4 carrying out work, such as constructing, placing, repairing or maintaining pipes and other drainage equipment.

3.3 In exercising those powers, the owner of the lot benefited must:

3.3.1 ensure all work is done properly, and

3.3.2 cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened, and

3.3.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and

3.3.4 restore the lot burdened as nearly as is practicable to its former condition, and

3.3.5 make good any collateral damage.

3.4 The owner or the occupier of the lot burdened must not erect, construct or place upon the site of this easement any structures, improvements, equipment and fixtures or alter or permit or suffer any alteration to the surface level of the site of this easement that will alter the hydraulic characteristics of the overland flowpath without the consent in writing of the authority benefited.

4 TERMS OF EASEMENT FOR EMERGENCY EGRESS 10 WIDE (D) NUMBERED 4 IN THE PLAN

Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened during any emergency situation or for fire drill purposes. If the lot benefited is the subject of a strata plan of subdivision to create common property and strata lots that are not a development lot, this easement will automatically extinguish from the individual strata lots but will remain as being for the benefit of the common property of the benefited lot.

5. TERMS OF EASEMENT FOR LIGHT, AIR AND VENTILATION 0.5 WIDE (E) NUMBERED 5 IN THE PLAN

5.1 Full, free and uninterrupted access by the owner of the lot benefited and any person authorised by the owner of lot benefited to the transmission and enjoyment of light, air and ventilation over and across the Easement Site without any obstruction or interruption caused by or resulting from the erection, construction or presence of any building, structure or other thing on, in or over the Easement Site.

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

Lengths are in metres **(Sheet 5 of 7 Sheets)**

Plan: DP1247218 Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. SC/207/2018

6 TERMS OF RESTRICTON ON THE USE OF LAND NUMBERED 6 IN THE PLAN

6.1 The owner of the lot burdened hereby burdened shall not make or permit or suffer the making of any alterations to any on-site detention system, which is, or shall be, constructed on the lot burdened without the prior consent in writing of City of Parramatta Council.

6.2 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.

6.3 The on-site detention system is detailed on the plans approved by City Plan Services Pty Ltd as Construction Certificate No. 163233/7 ~~163233/6~~ issued on 17 August 2018 ~~2 February 2018~~ under Development Consent No 1056/2016.

6.4 Name of Authority having the power to release, vary or modify the abovementioned Restriction on Use of Land referred to is City of Parramatta Council.

7 TERMS OF POSITIVE COVENANT NUMBERED 7 IN THE PLAN

7.1 The owner of the lot burdened 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 owner of the lot burdened 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; and

(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.

7.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

(a) in the event that the owner of the lot burdened 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 clause 7.1(d) above; and

Council's Authorised Delegate

TERMS 6.3 AMENDED VIDE REQUEST AP405369 & 21019-1042 31.7.2019

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ePlan

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

Lengths are in metres **(Sheet 6 of 7 Sheets)**

Plan: DP1247218 Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. SC/207/2018

(b) the Council may recover from the owner of the lot burdened in a Court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, 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; and

(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 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.

7.3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in section 88E(5) of the Conveyancing Act 1919.

7.4 For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by City Plan Services Pty Ltd as Construction Certificate No. ~~163233/6~~ 163233/7 issued on ~~2 February 2018~~ 27 August 2018 under Development Consent No 1056/2016, including 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.

EXECUTED by)
KARIMBLA PROPERTIES (NO. 51) PTY)
LTD ACN 168 601 250 in accordance section)
127 of the Corporations Act 2001 by

KARIMBLA PROPERTIES (NO. 51) PTY LIMITED ACN 168 601 250 THE COMMON SEAL OF

Signature of Authorised Person

Office held
James Sialepis
DIRECTOR

Name of Authorised Person (please print)

Signature of Authorised Person

Office held
SECRETARY
ROBYN McCULLY

Name of Authorised Person (please print)

Council's Authorised Delegate

TERMS 7.4 AMENDED VIDE REQUEST AP405369 & 21019-1042 31.7.2019

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

Lengths are in metres

Plan: DP1247218

Plan of Subdivision of Lot 4 in DP1228764 covered by Subdivision Certificate No. SC/207/2018

EXECUTED by **THE COUNCIL OF THE CITY OF PARRAMATTA**)
by its Authorised Delegate pursuant to section 378)
of Local Government Act 1993 in the presence of:)
)
)

Eva Cosentino
Signature of Witness

EVA COSENTINO
Name of Witness (please print)

126 CHURCH ST PARRAMATTA
Address of Witness

Signature of Authorised Delegate

CLAIRE STEPHENS
Name of Authorised Delegate (please print)

A/UNIT MGR
Office held

REGISTERED 8.11.2018

~~Council's Authorised Delegate~~

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

Lengths are in metres **(Sheet 1 of 18 Sheets)**

Plan:
DP1252815

Plan of subdivision of Lot 41 in DP 1247218 covered by Subdivision Certificate No. SC167/2019

Full name and address of the owner of the land:

Karimbla Properties (No. 51) Pty Ltd ACN 168 601 250 of Level 11, 528 Kent Street, Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for access and use of the Pool Facilities Variable Width (Limited in Stratum) (F)	20	21
2.	Easement for access and use of the External Landscape Area Variable Width (Limited in Stratum) (G)	20 21	21 20
3.	Easement for access and use of the Bike Store Room Variable Width (Limited in Stratum) (H)	20 21	21 20
4.	Easement for access and use of the Garbage Room Variable Width (Limited in Stratum) (I)	21	20
5.	Easement for access and use of the Gym Facilities Variable Width (Limited in Stratum) (J)	20	21
6.	Easement for access and use of the Car Wash Bay Variable Width (Limited in Stratum) (K)	21	20

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

Lengths are in metres

Plan:
DP1252815

Plan of subdivision of Lot 41 in DP 1247218 covered by Subdivision Certificate No. SC/67/2019

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
7.	Easement for Access (Entire Lots 20-21 inclusive)	20 21	21 20
8.	Easement for Emergency Egress (Entire Lots 20-21 inclusive)	20 21	21 20
9.	Easement for Support and Shelter (Entire Lots 20-21 inclusive)	20 21	21 20
10.	Easement for Services (Entire Lots 20-21 inclusive)	20 21	21 20
11.	Easement for Fire Services (Entire Lots 20-21 inclusive)	20 21	21 20
12.	Easement for access and use of the Visitor Parking (Entire Lots 20-21 inclusive)	20 21	21 20
13.	Easement for Construction Access (Entire Lots 20-21 inclusive)	20 21	21 20
14.	Easement for access and use of the Shared Facilities (Entire Lots 20-21 inclusive)	20 21	21 20

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

Lengths are in metres **(Sheet 3 of 18 Sheets)**

Plan:
DP1252815

Plan of subdivision of Lot 41 in DP 1247218 covered by Subdivision Certificate No. SC/67/2019

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE POOL FACILIIES VARIABLE WIDTH (LIMITED IN STRATUM) (F) NUMBERED 1 IN THE PLAN**

1.1 Full, free and unimpeded right for the owner of the lot benefited to use the Pool Facilities for its intended purpose.

1.2 The owner of the lot burdened, acting reasonably and having regard to the nature of use and activity carried out of the Pool Facilities, may remove or refuse entry to the owner of the lot benefited and any person authorised by the owner of the lot benefited if they are not adequately clothed, under the influence of alcohol or drugs or behave in a manner reasonably likely to cause alarm, offence or embarrassment to the owner or occupier of the lot burdened.

1.3 The provisions of clause 15 apply to this easement.

2. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE EXTERNAL LANDSCAPE AREA VARIABLE WIDTH (LIMITED IN STRATUM) (G) NUMBERED 2 IN THE PLAN**

2.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass by foot only over the lot burdened by the most practicable direct route over the Common Areas to access the External Landscape Area; and

(b) pass and repass across and remain on the External Landscape Area (for the period reasonably necessary).

2.2 The owner of the lot burdened, acting reasonably and having regard to the nature of use and activity carried out of the External Landscape Area, may remove or refuse entry to the owner of the lot benefited and any person authorised by the owner of the lot benefited if they are not adequately clothed, under the influence of alcohol or drugs or behave in a manner reasonably likely to cause alarm, offence or embarrassment to the owner or occupier of the lot burdened.

2.3 The provisions of clause 15 apply to this easement.

3. **TERMS OF EASEMENT FOR ACCESS AND USE OF BIKE STORE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (H) NUMBERED 3 IN THE PLAN**

3.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

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(a) pass and repass over the lot burdened by the most practicable direct route to access the Bike Store Room;

(b) park and stand within the Bike Store Room bicycle of any size reasonably capable of accessing and fitting within the Bike Store Room.

3.2 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made the owner of the lot burdened in respect of this easement;

(e) must ensure that no mechanical or other work is carried out on any bicycle while it is parked in the Bike Store Room; and

(f) must ensure that the Bike Store Room are kept clean and tidy and not used for the storage of any articles.

3.3 The provisions of clause 15 apply to this easement.

4. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (I) NUMBERED 4 IN THE PLAN**

4.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to

(a) pass and repass with or without vehicles or on foot only as appropriate over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Garbage Room; and

(b) use the Garbage Room for the purposes of collecting, storing and disposing of garbage materials from the lot benefited.

4.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must always leave the lot burdened in a clean and tidy condition, which includes without limit, immediately removing any rubbish and cleaning any spillage. If the owner of the lot benefited or any person authorised by the owner of the lot benefited fails to comply with this subclause, the

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owner of the lot burdened may clean and tidy the lot burdened at the cost of the owner of the lot benefited, which must be paid by the owner of the lot benefited within 7 days of written notice to the owner of the lot benefited.

4.3 The provisions of clause 15 apply to this easement.

5. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GYM FACILIIES VARIABLE WIDTH (LIMITED IN STRATUM) (J) NUMBERED 5 IN THE PLAN**

5.1 Full, free and unimpeded right for the owner of the lot benefited to use the Gym Facilities for its intended purpose.

5.2 The owner of the lot burdened, acting reasonably and having regard to the nature of use and activity carried out of the Gym Facilities, may remove or refuse entry to the owner of the lot benefited and any person authorised by the owner of the lot benefited if they are not adequately clothed, under the influence of alcohol or drugs or behave in a manner reasonably likely to cause alarm, offence or embarrassment to the owner or occupier of the lot burdened.

5.3 The provisions of clause 15 apply to this easement.

6. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE CAR WASH BAY VARIABLE WIDTH (LIMITED IN STRATUM) (K) NUMBERED 6 IN THE PLAN**

6.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with a vehicle over the lot burdened by the most practicable direct route to access the Car Wash Bay; and

(b) use the Car Wash Bay to wash and clean that motor vehicle.

6.2 The provisions of clause 15 apply to this easement.

7. **TERMS OF EASEMENT FOR ACCESS NUMBERED 7 IN THE PLAN**

7.1 Subject to the terms of this easement, the owner of the lot burdened grants to the owner of the lot benefited and any person authorised by the owner of the lot benefited full, free and unimpeded right to pass and repass across that part of the Common Areas of the lot burdened for all lawful purposes with or without vehicles or on foot only as appropriate that is constructed to a standard suitable for access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass through any part of the lot burdened which has not been constructed or set up for the purpose of

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access.

7.2 The owner of the lot burdened may temporarily suspend access and use of the Easement from time to time.

7.3 The provisions of clause 15 apply to this easement.

8. **TERMS OF EASEMENT FOR EMERGENCY EGRESS NUMBERED 8 IN THE PLAN**

8.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened by means only of the Emergency Egress during any emergency situation or for fire drill purposes.

8.2 The provisions of clause 15 apply to this easement.

9. **TERMS OF EASEMENT FOR SUPPORT AND SHELTER NUMBERED 9 IN THE PLAN**

9.1 An easement for support and shelter in the terms of section 196K of the Conveyancing Act 1919 is created and applies to all support and shelter constructed after the registration of this Instrument.

9.2 The provisions of clause 15 apply to this easement.

10. **TERMS OF EASEMENT FOR SERVICES NUMBERED 10 IN THE PLAN**

10.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 10.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any materials, tools and equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits;

(d) to have Services travel along the Conduits; and

(e) to have reasonable movement of air (whether from mechanical ventilation services or otherwise) across the burdened lot to the adjacent public roads, public reserve or private

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property).

10.2

(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably); and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

10.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

10.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

10.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

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10.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 10.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

10.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

(ii) the Conduits (in the case of the owner of the lot benefited).

10.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

10.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

10.10 The provisions of clause 15 apply to this easement.

11. **TERMS OF EASEMENT FOR FIRE SERVICES NUMBERED 11 IN THE PLAN**

11.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

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(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 11.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits; and

(d) to have Fire Services travel along the Conduits.

11.2

(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably); and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

11.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

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(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

11.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

11.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

11.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 11.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

11.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

(ii) the Conduits (in the case of the owner of the lot benefited).

11.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

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11.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

11.10 The provisions of clause 15 apply to this easement.

12. **TERMS OF EASEMENT FOR ACCESS AND USE OF VISITOR PARKING NUMBERED 12 IN THE PLAN**

12.1 Full, free and unimpeded right for the invitees of the owner of the lot benefited to:

(a) pass and repass over the lot burdened by the most practicable direct route to access the Visitor Parking;

(b) park and stand within the Visitor Parking a motor vehicle of any size reasonably capable of accessing and fitting within a car space located on the Visitor Parking.

12.2 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must ensure that no mechanical or other work is carried out on any motor vehicle while it is parked in a car space in the Visitor Parking; and

(f) must ensure that the Visitor Parking is kept clean and tidy and not used for the storage of any articles.

12.3 The provisions of clause 15 apply to this easement.

13. **TERMS OF EASEMENT FOR CONSTRUCTION ACCESS NUMBERED 13 IN THE PLAN**

13.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across that part of the Common Areas of the lot

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burdened for construction access purposes to complete construction of the buildings on the lot benefited.

13.2 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) may access, remain on and pass and repass by vehicle and on foot as appropriate across the easement site (for the period reasonably necessary) with or without materials, tools and equipment for construction access purposes;

(b) enters upon the lot burdened at his/her own risk;

(c) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(d) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened; and

(e) must immediately make good or as quickly as reasonable practicable make good any damage caused by the person exercising the rights granted under this easement.

13.3 The owner of the lot benefited must notify the owner of the lot burdened in writing when the construction access is no longer required.

13.4 This Easement expires on the date of the notice referred to in clause 13.3 and the owner of the lot burdened and the owner of the lot benefited must take all reasonable steps to remove this Easement from the title of the lot burdened, including but not limited to preparing and executing all necessary documents and producing the relevant certificates at the NSW Land Registry Services.

13.5 The provisions of clause 15 apply to this easement.

14. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE SHARED FACILITIES NUMBERED 14 IN THE PLAN**

14.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Shared Facilities;

(b) install or allow to remain in the Easement Site the Shared Facilities' plant and equipment intended to service or servicing the lot benefited;

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(c) inspect, service, repair and replace the Shared Facilities' plant and equipment which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the Shared Facilities which the owner of the lot benefited owns or which service the lot benefited.

14.2 When exercising the rights under this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited must comply with any reasonable rules about the use of the Easement Site

14.3 The provisions of clause 15 apply to this easement.

15. **INTERPRETATION**

15.1 The provisions of this clause 15 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 15 or part thereof applies to that easement.

15.2 Subject to clause 15.3 and the temporary restriction and suspension of access as provided for in the terms of the easement, access under this easement must be available 24 hours per day subject to such security requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.

15.3 Prior to the owner of the lot burdened exercising its right to temporarily suspend access and use of easement:

(a) the owner of the lot burdened shall provide at least forty eight (48) hours prior notice to the owner of the lot benefited and/or the authority benefited (except in the case of emergency); and

(b) if requested by the owner of the lot benefited and/or the authority benefited, the owner of the lot burdened shall use its reasonable endeavours to provide alternative arrangements for access and use of the easement and all parties agree to act reasonably and in good faith to agree on an alternate arrangement for access and use of the easement.

15.4 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any

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occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must cause as little damage as is practicable to the lot burdened and any Improvements on it and if damage is caused, to restore the lot burdened and any Improvements on it as nearly as practicable to their condition prior before the damage occurred; and

(f) must not obstruct the use of the lot burdened.

15.5 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement including but not limited to, Shared Area/Facility Costs (as that term is defined in the Building Management Statement) in the proportions set out in the Building Management Statement and pay their contribution in the manner and at the times stipulated in the Building Management Statement.

15.6 Where the owner of the lot burdened conducts any repairs and/or alterations to the lot burdened which may affect the rights of the owner of the lot benefited and any person authorised by the owner of the lot benefited to enjoy the rights under this easement, the owner of the lot burdened must (except in the case of and for the duration of any emergency):

(a) ensure that as far as practicable the rights granted under this easement is maintained; and

(b) consult in good faith with the owner of the lot benefited in relation to the nature and timing of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost effective, efficient and safe manner.

15.7 Despite any other provisions in this easement:

(a) the Building Management Committee may restrict access across and through the lot burdened including but not limited to:

(i) limiting the access rights created by this easement to specific areas and locations within the lot burdened;

(ii) limiting the times during which the owner of the lot benefited and any person authorised by the owner of the lot benefited may use the access rights created by this easement; and/or

(iii) imposing such other conditions on the access rights created by the easement as are

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consistent with the cost effective, efficient, safe and effective use of the lot burdened and the lot benefited; and

(b) where a lot burdened is or becomes a Strata Scheme, access across and through the lot burdened is restricted to the Common Property of that Strata Scheme.

15.8 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.

15.9 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.

15.10 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement and the Building Management Statement. This easement and the Building Management Statement prevail to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.

15.11 If there is an inconsistency between the Building Management Statement and this easement, the Building Management Statement prevails to the extent of the inconsistency.

15.12 Unless the contrary intention appears in the text of this Instrument, the following terms have the following meaning in this Instrument:

"**Bike Store Room**" means the bike store room located on various levels of the building constructed on the lot burdened.

"**building constructed on the lot burdened**" means the building known as "Element" in the Building Management Statement.

"**Building Management Committee**" means the committee formed under the Building Management Statement.

"**Building Management Statement**" means the building management statement created pursuant to the *Conveyancing Act 1919* in relation to Lots 20 and 21 in the Plan and where a lot burdened or

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benefited is or becomes a Strata Scheme, a reference to "Building Management Statement" means a reference to the Strata Management Statement.

"**Car Wash Bay**" means the car wash bay located on parking level 1 of the building constructed on the lot burdened.

"**Common Areas**" means those portions of the building constructed, to be constructed or altered on the lot burdened which are designed or are permitted for common use (from time to time) by the owners or occupiers of the same, their tenants and invitees and/or the public.

"**External Landscape Area**" means the external landscape area located on level 4 of the building constructed on the lot burdened.

"Conduits" means:

(a) in respect of easement numbered 10, all apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps and air plenum; and

(b) in respect of easement numbered 11, means all apparatus or any one or more apparatus necessary for the transmission of Fire Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps, water supply, fire panels, smoke hazard management system, evacuation and intercommunication system.

"**Emergency Egress**" means the fire stairs, passages and fire exit corridors in the lot burdened.

"**Garbage Room**" means the garbage room located on parking level 1 of the building constructed on the lot burdened.

"**Gym Facilities**" means the gym facilities located on level 4 of the building constructed on the lot burdened.

"**Fire Services**" means all services in relation to fire safety.

"**Improvements**" means all structures, improvements, equipment and fixtures constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings).

"**Instrument**" means this instrument under section 88B of the *Conveyancing Act 1919* and includes the Plan.

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

Lengths are in metres

Plan:
DP1252815

Plan of subdivision of Lot 41 in DP 1247218 covered by Subdivision Certificate No. SC/67/2019

"**owner of the lot benefited**" means every person who is at any time entitled to an estate or interest in the lot benefited, including without limitation, any freehold or leasehold estate or interest in possession in the lot benefited and each part of the lot benefited and any Owners Corporation in relation to the lot benefited.

"**owner of the lot burdened**" means every person who is at any time entitled to an estate or interest in the lot burdened, including without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened and any Owners Corporation in relation to the lot burdened.

"**Owners Corporation**" means an owners corporation constituted under the *Strata Schemes Management Act 1996* and any similar body corporate service with the same functions and purposes as an owners corporation.

"**Plan**" means the deposited plan registered together with this Instrument.

"**Pool Facilities**" means the pool facilities located on level 4 of the building constructed on the lot burdened.

"**Services**" means all services involving the transmission of water, gas, electricity, telephone, sewerage, drainage, security, monitoring, lighting, closed circuit television video and audio services, all services involving communications, air-conditioning, exhaust air, stormwater, mechanical ventilation and all other services of whatever kind as are or may be reasonably necessary from time to time for use of the lot benefited and all buildings and structures erected on or within the lot benefited.

"**Shared Facilities**" has the same meaning as Shared Areas/Facilities in the Building Management Statement.

"**Strata Management Statement**" means the strata management statement created pursuant to the *Strata Schemes (Freehold Development) Act 1973* in relation to a strata plan applying to Lots 20 and 21 in the Plan.

"**Visitor Parking**" means the visitor parking located on parking level 1 of the building constructed on the lot burdened.

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

Lengths are in metres **(Sheet 18 of 18 Sheets)**

Plan:
DP1252815

Plan of subdivision of Lot 41 in DP 1247218 covered by Subdivision Certificate No. SC/67/2019

EXECUTED by **KARIMBLA PROPERTIES (NO. 51) PTY LTD ACN 168 601 250** in accordance section 127 of the Corporations Act 2001)

KARIMBLA PROPERTIES (NO. 51) PTY LIMITED ACN 168 601 250 THE COMMON SEAL OF

Signature of Authorised Person

Office held James Sialepis DIRECTOR

Name of Authorised Person (please print)

Signature of Authorised Person

Office held DIANNE REYNOLDS COMPANY SECRETARY

Name of Authorised Person (please print)

EXECUTED by **THE COUNCIL OF THE CITY OF PARRAMATTA** by its Authorised Delegate pursuant to section 378 of Local Government Act 1993 in the presence of:)

Signature of Witness

Name of Witness (please print) EVA COSENTINO

Address of Witness 126 CHURCH ST PARRAMATTA

Signature of Authorised Delegate

Name of Authorised Delegate (please print) MARK LEOTTA

Office held GROUP MANAGER - DEVELOPMENT & TRAFFIC

REGISTERED 14.06.2019

~~Council's Authorised Delegate~~

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Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	JSM42706

Land Registry Document Identification

AT301925

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/SP99696	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP99696

Other legal entity

Meeting Date

10/05/2023

Added by-law No.	
Details	Special By-Law 1
Amended by-law No.	
Details	Not Applicable
Repealed by-law No.	
Details	By-Law 41

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. SP99696
Signer Name	JEFFREY STEVEN MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	27/07/2023

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JS MUELLER & CO
LAWYERS

STRATA PLAN NO.99696

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No.99696 was affixed on 26th July 2023 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(s): Silvesto Musumeci

Authority: Strata Manager

THE OWNERS - STRATA PLAN No. 99696
Common Seal

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Developer By-Laws

1. NOISE

1.1 An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. VEHICLES

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the Owners Corporation.

2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1

2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 2015 and the by-laws:-

(a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked on common property or in visitor carparking space contrary to by-law 2.1;

(i) the power to remove the vehicle from the common property or visitor carparking space; and/or

(ii) the power to clamp the wheel(s) of the vehicle.

(b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

2.5 For the purposes of section 651B(1) of Local Government Act 1993, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.4 in relation to any vehicle owned by them.

2.6 The Owners Corporation and an owner or occupier of a lot must ensure that its vehicle (including any deliveries) shall enter and exit the premises to the public road in a forward direction.

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3. OBSTRUCTION OF COMMON PROPERTY

3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4.1 An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.2 An approval given by the Owners Corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 The owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

6.1 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

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7. CHILDREN PLAYING ON COMMON POPERTY IN BUILDING

7.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

8.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. DRYING OF LAUNDRY ITEMS

10.1 An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11. CLEANING WINDOWS AND DOORS

11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

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13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14. FLOOR COVERINGS

14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

15. GARBAGE REMOVAL

15.1 An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage,

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected,

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),

(e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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16. KEEPING OF ANIMALS

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

17.2 The Owners Corporation shall establish a graffiti management plan for the removal of graffiti and similar vandalism within seven (7) days of its occurrence and surface reinstatement.

18. NOTICE BOARD

18.1 The Owners Corporation must cause a notice board to be affixed to some part of the common property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

19.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

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20. PROVISION OF AMENITIES OR SERVICES

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the
lot at any reasonable time on notice given to any occupier of the lot.

21. USE OF LIFTS

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

22. MAINTENANCE OF BUILDING AND COMMON PROPERTY

22.1 The Owners Corporation in addition to the powers and authorities conferred on it by or under the Strata Schemes Development Act 2015 and the Strata Schemes Management Act 2015 as amended and these by-laws, shall have the power and duty to:

(a) replace the enclosure of the lifts every 8 years,

(b) paint the outside of the building on at least one occasion in every period of 7 years,

(c) replace the carpet in the common property of the building every 7 years,

(d) repaint the inside of the building every 5 years,

(e) replace all fittings in the common property of the building every 5 years,

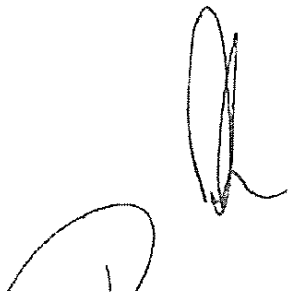
(f) repaint and refurbish the pool and pool areas every 4 years,

(g) replace the carpet in the lifts every 3 years and,

(h) reseal the concrete driveways every 3 years, and

(i) overhaul and repair all gymnasium equipment every 2 years,

(j) clean all windows and window frames every 6 months.



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22.2 Before performing or appointing any person to perform any inspection of the common property, the Owners Corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2

22.3 The Owners Corporation shall maintain the building and landscaped areas including artificial features in accordance with the plans and details approved under Development Consent No. 1056/2016 (as amended).

22.4 The Owners Corporation shall maintained all required acoustic measure of the building in accordance with Development Consent No. 1056/2016 (as amended).

22.5 The Owners Corporation shall ensure there is CCTV surveillance of the common property.

23. POOL

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.

23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.

23.5 The Owners Corporation may make rules regarding the pool.

23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

(a) smoking, eating or drinking,

(b) consuming alcohol,

(c) using bottles or glass,

(d) running, jumping or diving,

(e) using balls, boogie boards or large inflated objects,

(f) using soap, bubble bath or shampoo,

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(g) be inadequately clothed, and

(h) nude bathing

23.7 The Owners Corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the Owners Corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

(a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and

(b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the Owners Corporation by the original owner.

24. AIR CONDITIONING

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary and must not cause or permit the air-conditioning facilities or equipment to be used within the lot in such a manner that it emits noise that can be heard within a habitable room in another residential lot (regardless of whether any door or window to that room is open):

(a) before 8am or after 10pm on any Saturday, Sunday or public holiday; or

(b) before 7am or after 10pm on any other day.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot.

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24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:

(a) proper maintenance and keeping it in a state of good and serviceable repair,

(b) installation and removal,

(c) replacement at reasonable intervals or as necessary,

(d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and

(e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

25. FACILITIES

25.1 Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

26. COMMERCIAL SIGNS

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.

26.2 All commercial signage in the development must be of identical size and dimensions.

26.3 The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

27. CONSENT TO USE

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the Owners Corporation provided that all relevant statutory approvals have been obtained.

27.2 The Owners Corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

28. CARETAKER

28.1 The Owners Corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

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28.3 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:

(a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the

scheme as high class residential apartments,

(b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation,

(c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,

(d) providing a letting, property management and sales service,

(e) supervising Owners Corporation employees and contractors,

(f) providing cleaning, pool cleaning and gardening services to the Owners Corporation,

(g) supervising the strata scheme generally,

(h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.4 The Owners Corporation may provide any consent necessary to, or requested by, the caretaker, including:

(a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,

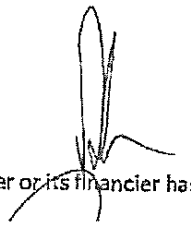
(b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,

(c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:

(i) the caretaker, or

(ii) the caretaker's financier, or

(d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.



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28.5 The Owners Corporation may:

(a) grant any consent given under by-law 28.4 with such conditions as are reasonably requested by the caretaker,

(b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.4,

(c) agree to vary the caretaker agreement with the written consent of the caretaker,

(d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,

(e) acknowledge that any caretaker or its financier is relying upon the Owners Corporation's consent,

(f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:

(i) the caretaker's area is the area specified in a plan:

(A) attached to these by-laws,

(B) attached to the caretaker agreement, or

(C) executed on behalf of either the Owners Corporation or executive committee and the caretaker,

(ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,

(iii) the Owners Corporation will pay operating costs in relation to the caretaker area, and

(iv) this by-law 28.5(f) may only be varied or repealed with the prior written consent of the caretaker, and

(g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.6 The Owners Corporation may not, without the prior written consent of any current caretaker:

(a) enter into more than 1 caretaker agreement, or

(b) vary or repeal this by-law.

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28.7 The owner or occupier of a lot must not:

(a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or

(b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.

29. LETTING BUSINESSES

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the Owners Corporation), conduct or participate in the conduct of:

(a) the business of a letting agent, or

(b) the business of a pooled rent agency, or

(c) the business of onsite Caretaker, or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or

(iii) an activity identical or substantially identical with any of the services relating to the letting of Lots
referred to in by-law 28 and/or any agreement.

29.2 The Owners Corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

30. STOREROOM

30.1 The Developer or any related entity ("Meriton") shall have the following rights in respect of the common property storeroom (if applicable) as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:

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(a) a right of exclusive use and enjoyment of the Storeroom, and

(b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.

31. ACCESS KEY

31.1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot and "access key". The Owners Corporation may charge an owner of a lot a ($50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

(a) take all reasonable steps not to lose access keys,

(b) return all access keys to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building,

(c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the Owners Corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

(a) copy an access key

(b) give access keys

31.5 Access keys belong to the Owners Corporation.

32. BALCONIES

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

(a) it will not cause damage, or is not likely to cause damage, or

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(b) it is not dangerous, a nuisance or a hazard.

32.2 The Owners Corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

(a) properly maintain the soil and plants in the planter boxes, and

(b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. ENCLOSED BALCONIES

33.1 The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

34. BUILDING SAFETY

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

35. WASTE

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

35.2 The Owners Corporation and all owners and occupiers shall ensure that there is hygienic waste sterile, disposal and collection arrangement for the building and ensure that the waste storage area is appropriately maintained and kept in a clean and safe state at all times.

35.3 The Owners Corporation shall ensure that the receptacles for the removal of waste and recycling are put out for collection between 4.00pm and 7.00pm the day prior to collection, and, on the day of collection, being the day following, returned to the premises by 12.00noon.

36. GOVERNMENT CHARGES

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

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37. INTERPRETATION

37.1 In these by-laws:

(a) a singular word includes the plural and vice versa,

(b) a word which suggests one gender includes the other genders, and

(c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

38. LITIGATION

38.1 Any decision for the Owners Corporation to:

(a) commence;

(b) cross claim or counter claim in; or

(c) appeal;

(d) proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by a Special Resolution of the owners.

This by-law does not apply in respect of any proceedings or action by the Owners Corporation to recover arrears of strata levies from an owner.

39. MAINTENANCE CONTRACTS

39.1 The Owners Corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the Owners Corporation must maintain at all times current service contracts in respect of:

(a) mechanical ventilation;

(b) air conditioning;

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(c) hydraulics;

(d) lifts;

(e) fire safety services;

(f) wastewater and storm water quality treatment devices; and

(g) essential services.

in the building and/or land or not located in the building and/or land but servicing the building and/or land..

39.3 The Owners Corporation may share the use and costs of some of the those facilities listed in clause 39.2(a) to (g) with adjoining lots also using those facilities. The Owners Corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Constructions Services (NSW) Pty Ltd ("Builder") or Karimbla Properties (No. 9) Pty Ltd ("the Developer"):

(a) provide copies of the service contracts;

(b) provide evidence of the payments made by the Owners Corporation to the specialist consultants or contractors under the service contracts; and

(c) provide evidence of compliance by the Owners Corporation of by law 39.3;

39.5 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must:

(a) keep the Builder promptly informed of any defects in the building; and

(b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the Owners Corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.

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40. OVERCROWDING

40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

M = 2 x B

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by law.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

41. **Security (Repealed)**

42. ANNUAL CERTIFICATION

42.1 At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;
2. lift maintenance and annual certification;
3. air-conditioning maintenance and annual certification; and
4. storm water quality treatment facilities certification.

43. ADAPTABLE LOT

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the owner corporation must, at its cost, install electro-magnetic devices to the nearest garbage chute room door to comply with AS1428.

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44. FIRE SPRINKLERS AND RESTRICTION ON STOREROOM

44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.

44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

45. WASTEWATER AND STORMWATER TREATMENT DEVICES

45.1 The Owners Corporation is required to maintain the wastewater and stormwater treatment devices (including drainage system, sumps and traps), which may or may not be located within the strata scheme, and must ensure regularly maintenance in order for the devices to remain effective.

45.2 The Owners Corporation shall ensure that all solid and liquid wastes collected from the devices during maintenance shall be disposed of in a manner that does not pollute water and in accordance with the Protection of the Environment Operations Act 1997 and all appropriate Environmental Guidelines.

45.3 The Owners Corporation must comply with its obligations under the Strata Schemes Management Act 2015 and ensure that the stormwater drainage system (including all pits, pipes, absorption, detention structure, treatment devices, infiltration system and rainwater tanks) shall be regularly cleaned, maintained and repaired to ensure efficient operation of the system from time to time. The system shall be inspected after every rainfall event to remove any blockage, silt, debris, sludge and the like in the system. All solid and liquid waste that is collected during maintenance shall be disposed of in a manner that complies with the appropriate Environmental Guidelines.

46 PROHIBITED MATERIALS IN TOILETS

46.1 The owner or occupier of a lot must not flush any items other than human waste and toilet paper down the toilet, including without limit nappies, sanitary items, wet wipes including body cleaning wipes, cleaning wipes, nappy wipes, make up wipes and 'flushable wipes'.

46.2 The Owners Corporation shall have the power, in addition to those upon it by the Strata Schemes Management Act 2015 to recover the costs associated with or arising from the repair and damages caused or contributed to by the owner or occupier of a lot's contravention of this by-law including the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

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47 COMMERCIAL/RETAIL SERVICES AND FACILITIES

47.1 Where services or facilities are provided to only one or some of the commercial/retail lot owner(s) in the strata scheme including but not limited to grease trap and kitchen exhaust systems, that lot owner is responsible for cleaning and maintaining those services or facilities in good condition and any associated cost for the abovementioned cleaning and maintenance shall be divided in the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

47.2 If the commercial/retail lot owner(s) fails to comply with clause 47.1 and the Owners Corporations incurs any costs in cleaning and maintaining those services or facilities, then the commercial/retail lot owner's share under this by-law for the particular service or facility is the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

48 NO PARTICIPATION IN ON-STREET RESIDENT PARKING SCHEMES

48.1 The owner or occupier of a lot are not eligible and must not participate in on-street resident parking schemes.

49 COMPLIANCE WITH REGULATIONS

49.1 The Owners Corporation must comply with sections 177, 182, 183, 184, 185 and 186 of the Environmental Planning and Assessment Regulation 2000.

50 USE OF LOT AND COMMON PROPERTY BY AN OWNER OR OCCUPIER

50.1 The owner or occupier of a lot shall not use or permit their residential strata lot to be used other than as a private residence for the owner and/or the owner's guests and visitors. Notwithstanding the foregoing, the owner or occupier of a lot may rent out their residential lot from time to time provided strictly that in no circumstances shall an owner or occupier of a lot rent out the residential lot for a period of less than three (3) months.

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Additional By-Laws

Special By-Law No.1 - Special By-Law – Recovery of Disbursements by Owners Corporation (Added)

1. Introduction

This by-law gives us the right to recover disbursements, interest and recovery costs we incur regarding your lot from you.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**demand**" means a written demand from us to you specifying the amount of any disbursements payable by you and the due date for payment of those disbursements;

2.2 "**disbursements**" means any disbursement, cost or expense charged to us by our strata manager arising out of or in relation to your lot including the cost to photocopy, print or mail documents such as the cost to print and mail to you the notice or minutes of a meeting of the owners corporation or strata committee;

2.3 "**interest**" means interest payable on disbursements in accordance with this by-law;

2.4 "**lot**" means a lot in the strata scheme;

2.5 "**owner**" means an owner of a lot;

2.6 "**recovery costs**" means any cost or expense incurred by us in recovering from you any disbursements or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.7 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.8 "**strata manager**" means the strata managing agent of the owners corporation from time to time;

2.9 "**strata scheme**" means the strata scheme to which this by-law applies;

2.10 "**us**" or "**we**" means the owners corporation; and

2.11 "**you**" means an owner.

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

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3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. Owner's Obligation to Pay Disbursements

You must pay any disbursements in accordance with a demand.

5. Interest on Disbursements

If any disbursements are not paid by you at the end of one month after they become due and payable, the disbursements bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

6. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

7. Recovery of Disbursements, Interest, Etc

We may recover from you as a debt any:

(a) disbursements;

(b) interest; and

(c) recovery costs;

for which you are liable.

8. Mode of Recovery of Disbursements, Interest, Etc

We may include reference to any disbursements, interest or recovery costs for which you are liable on:

(a) your account with us;

(b) levy notices served on you; and

(c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

9. Appropriation of Payments

We may appropriate any payments you make to us towards disbursements, interest and recovery costs in any manner we deem fit.

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10. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any disbursements, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

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Execution Page

The seal of The Owners - Strata Plan No.99696 was affixed on 26th July 2023 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(s): Silvestro Musumeci

Authority: State Manager

THE OWNERS - STRATA PLAN NO. 99696
Common Seal

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Approved Form 10

Certificate re Initial Period

THE OWNERS - STRATA PLAN NO. 99696 Common Seal

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No.99696 was affixed on 26th July 2023 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: Silvestro Musumeci Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2026/1541

Fee: $70.62

Issue Date: 25 February 2026

Receipt No: 8306731

Applicant Ref: 73252:265320

DESCRIPTION OF LAND

Address: 11 Canning Street
LIDCOMBE NSW 2141

Lot Details: CP SP 99696

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 not affected by a Draft Local Environmental Plan which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Development Control Plan
The land is affected by the Parramatta Development Control Plan (DCP) 2023

The land is affected by the Carter Street Precinct Development Control Plan 2016.

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?
YES

The land **is affected** by the matters contained in Clause 59(2) (e) as amended in the Contaminated Land Management Act 1997 – as listed.

Council has been furnished with a site audit statement by a site auditor in relation to this site and advises:

(e) that the land to which the certificate relates is the subject of a site audit statement

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 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 25 February 2026

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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/SP99696

(B) **LODGED BY**

Document Collection Box	Name Company JS Mueller & Co Address 240 Princes Highway ARNCLIFFE NSW 2205 E-mail jsmreception@muellers.com.au Contact Number 02 9562 1266 Customer Account Number Reference 42706	CODE CH

(C) The Owner-Strata Plan No. 99696 certify that a special resolution was passed on 10/5/2023

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. By-Law No.41
Added by-law No. Special By-Law No.1
Amended by-law No. NOT APPLICABLE
as fully set out below :
See Annexure "A" hereto

(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. 99696 was affixed on 26 July 2023 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 : Silvestro Musumeci
Authority : Strata Manager

THE OWNERS – STRATA PLAN No. 99696 Common Seal

Signature :
Name :
Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

25 February 2026

Infotrack Pty Limited

Reference number: **8005046988**

Property address: **11 Canning St Lidcombe NSW 2141**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

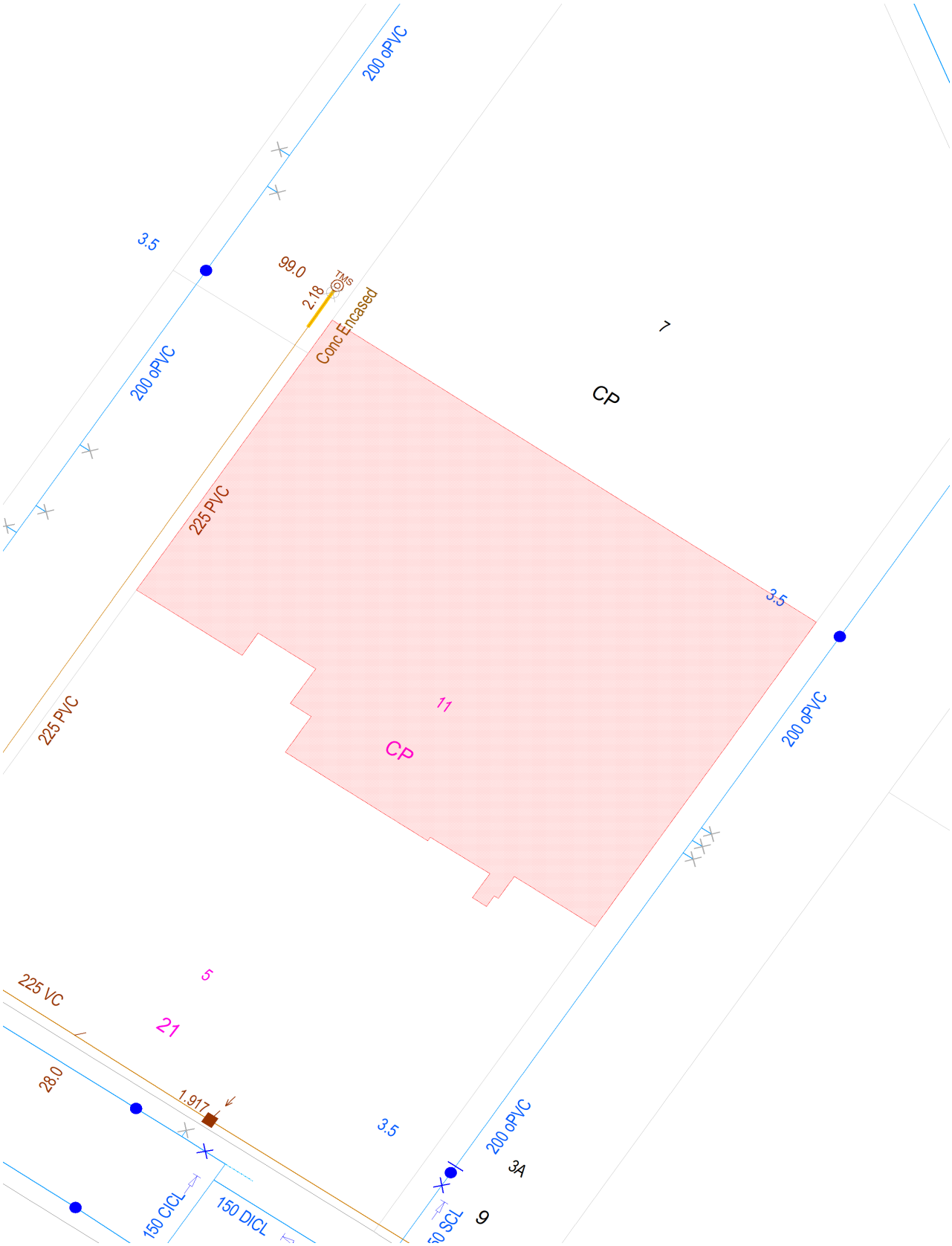
The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Service Location Print

Application Number: 8005047217



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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

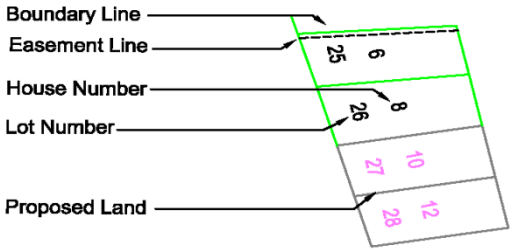
Vacuum Sewer

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**.