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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:	
vendor's agent	RE/MAX PRESTIGE	Phone:	9319 1864
	Shope 7.1, 2 Dawn Fraser Avenue	Fax:	
	SYDNEY OLYMPIC PARK NSW 2127	Ref:	Jamie Bae
vendor	**JEROME RAJAN PIERRE and WAI LENG GERALDINE SAM**		
	22002/2B Figtree Drive Sydney Olympic Park NSW 2127		
vendor's solicitor	**CUTTING EDGE CONVEYANCING**	Phone:	0427 131 104
	12A Rupari Place	Email:	cuttingedgeconveyancing@outlook.com
	Belrose NSW 2085		
date for completion	60 days after the contract date (clause 15) (DATE TBC)		
land (address, plan details and title ref)	**22002/2B FIGTREE DRIVE, SYDNEY OLYMPIC PARK NSW 2127** **BEING LOT 196 IN STRATA PLAN 101702** **FOLIO IDENTIFIER 196/SP101702**		
	☒ VACANT POSSESSION ☐ subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:		
attached copies	☐ Documents in the List of Documents as marked or numbered ☐ other documents:		

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

inclusions	☒ air conditioning	☒ curtains	☐ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☐ Internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ Light fittings	☒ stove
	☐ ceiling fans	☒ fixed floor coverings	☐ Pool equipment	☐ TV antenna
	☐ clothes line	☐ other:		

exclusions

purchaser

purchaser's solicitor — Phone: Email:

price

deposit — (10% of the price, unless otherwise stated)

balance

contract date — (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS

☐ Tenants in common ☐ In unequal shares, specify:

GST AMOUNT (optional) The price includes GST of:

Buyer's agent

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

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SIGNING PAGE

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

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

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☒ YES

Nominated *Electronic Lodgement Network (ELN)* (clause 4): PEXA

Manual transaction (clause 30): ☒ NO ☐ YES

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

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

Land tax is adjustable ☒ NO ☐ YES

GST: Taxable supply ☒ NO ☐ YES in full ☐ YES to an extent

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

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ YES (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment:*

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☒ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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

BRIGHT & DUGGAN – PO Box 281 Crows Nest NSW 1585 PH: 9902 7100

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

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

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

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

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

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

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

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

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

2B FIGTREE DR SYDNEY OLYMPIC PARK NSW 2127

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Certificate pursuant to Section 66W of the *Conveyancing Act 1919*

Vendor: **JEROME RAJAN PIERRE and WAI LENG GERALDINE SAM**

Purchaser:

Property: **22002/2B FIGTREE DRIVE, SYDNEY OLYMPIC PARK NSW 2127**

I, certify as follows:

SOLICITOR

a) I am a Solicitor currently admitted to practice in New South Wales.

CONVEYANCER

a) I am a Licensed Conveyancer pursuant to the *Conveyancing Act 1919*.

b) This certificate is given in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of the above property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.

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

d) I have explained to the Purchaser;

(i) The effect of the contract for the purchase of the Property,
(ii) The nature of this certificate,
(iii) The effect of giving this certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

DATED

_____

ADDITIONAL CONDITIONS

1. Completion of this agreement shall take place at or before 4:00pm on or before the date referred to on the first page of this Contract for Sale of Land as the completion date PROVIDED HOWEVER that if settlement has not taken place by that time, then the other party may at any time thereafter grant to the other party not less than fourteen (14) days notice to complete the sale and by such notice make time to be of the essence of the Contract. Completion will be effected at or before 4:00pm on any day unless otherwise mutually agreed.

2. If the Vendor issues to the purchaser a Notice to Complete, the Purchaser shall pay to the Vendor, on settlement, by way of liquidated damages the sum of $275.00 inclusive of GST, and payment of this amount is an essential term of this contract.

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 compete on or after that completion date, then the Purchaser shall pay the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as ten percent (10%) interest per annum on the balance of the purchase money, calculated at a daily rate from the day immediately after the agreed completion date up to an 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. Notwithstanding any rule of law or equity to the contrary if the vendor or purchaser or either of them prior to completion :-

   (a) die or become mentally ill or be declared bankrupt then the vendor may by notice served on the purchaser rescind this contract and such rescission shall be a rescission pursuant to Clause 19 hereof or,

   (b) or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then the purchaser shall be deemed to be in default hereunder and the vendor shall be at liberty to exercise all or any of its rights conferred hereunder upon the purchasers default.

   The benefit of this clause shall apply to the purchaser mutatis mutandis.

5. The purchaser acknowledges having inspected the property and the improvements erected on it and that, in entering into this agreement, the purchaser has not relied on any statement, representation or warranty by or on behalf of the vendor other than those set out in this agreement, and

the purchaser accepts the property and improvements in its and their present state and condition and will make no objection, requisition or claim for compensation, or claim any right to rescind or terminate, in respect of those matters.

6. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified above, and this clause will not merge upon completion.

7. If the purchaser is unable or unwilling to conduct this Conveyancing Transaction as an electronic transaction, the purchaser will pay to the vendor an amount of $250 (inc GST) as a re-imbursement of the Vendor's additional conveyancing expenses.

   This clause is an essential term of this contract.

~~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, then 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, he shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that the clause shall not merge on completion~~.

~~10. In the event that the Vendor is purchasing another property the purchaser agrees to release the deposit paid hereunder to be used by the Vendor to pay the stamp duty on that other purchase and as a deposit on such other purchase provided that the deposit will be held in trust by the stakeholder in the other purchase pending the completion of said purchase or for the release for the payment of the vendor stamp duty. No further authority or consent will be required for the Purchaser other than as contained in this special condition.~~

11. If the Purchaser requests an extension of the cooling off period and such extension is agreed by the Vendor, then the purchaser shall pay to the Vendor an amount of $150 (inc GST) as a re-imbursement of the Vendors additional conveying expenses.

12. The parties agree that Contracts can be exchanged on a scanned or faxed copy of the front page of the contract provided that the signed original front pages are provided within 14 days of the date of the contract.

13. The form of Contract annexed is amended as follows:

    (a) Delete Clause 14.4.2.
    (b) Printed Clause 18 is amended by adding the following: Clause 18.8

"The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

(c) Clause 23.13 to 23.15 are deleted and the following paragraph inserted in lieu thereof:
"The vendor need not supply to the purchaser a certificate under Section 184 of the Strata Schemes Management Act 2015. The purchaser shall be responsible for obtaining the certificate at his or her own expenses. The vendor hereby provides authority for the purchaser to obtain such certificate".

14. This condition applies if the purchaser is a proprietary Company:

(a) For the purposes of this Agreement, 'covenantor' means the directors and those holding shares in the capital of the purchaser. The obligations of those who comprise the covenantor will be joint & several.

(b) In consideration of the Vendor at the request of the covenantor entering into this agreement, the covenantor:

(i) covenants with the Vendor that the covenantor will be the Purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the Purchaser contained in this Agreement; and

(ii) guarantees to the Vendor the punctual payment of all money payable by the Purchaser under this Agreement and the performance of the terms and conditions of this Agreement.

(c) If, for any reason, this Agreement is not enforceable by the Vendor against the Purchaser in whole or in part, the covenantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable from the Purchaser had this Agreement been enforceable against the Purchaser.

15. In consideration of the vendor entering into this contract with the purchaser, the purchaser is required to pay a deposit equivalent to 10% of the price.

15.1 Despite any other clause of this contract the purchaser shall pay the deposit in two installments being:

(a) $ payable to the deposit holder on the date if this contract; and
(b) The balance $ payable to the vendor (or as the vendor's conveyancer directs in writing) on the completion date, time being of the essence in respect of this payment

15.2 The purchaser acknowledges that the vendor's right of forfeiture of the deposit is not restricted to the amount of the deposit which has been paid

at the date of termination of this contract. The vendor shall be entitled to sue the purchaser and recover by way of liquidated damages any part of the deposit which is unpaid at the date of termination of the contract.

16. In this Contract, the word "bond" means the Deposit Bond issued to the Vendor at the request of the Purchaser from a recognised financial institution.

16.1 Subject to paragraphs 16.2 and 16.3, the delivery of the Bond upon or before the making of this Contract to the person nominated in this Contract to hold the deposit shall to the extent of the amount guaranteed under the Bond be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.

16.2 The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.

16.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid under the Bond, the Purchaser shall immediately pay the deposit or so much thereof as has not been paid to the person nominated in this Contract to hold the deposit.

16.4 The Vendor acknowledges that payment under the Bond shall to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under paragraph 16.2.

16.5 The Purchaser acknowledges that should settlement be delayed past the expiry date of the Deposit Bond that the Purchaser will immediately provide a new Deposit Bond.

~~17. Land Tax as assessed for the year in which Completion takes place, notwithstanding the threshhold, and issued to the Vendor is adjustable in accordance with Clause 14 of the printed pages hereto.~~

18. **Sewerage Service Location Print and Sewerage Service Diagram**

18.1 The sewerage service location print and the sewerage service diagram ("the diagrams") annexed to this contract are the only documents available from the relevant water authority in the ordinary course of administration.

18.2 The purchaser acknowledges and agrees that the vendor is not required to provide any further information or documentation in relation to the said diagrams and the purchaser acknowledges having inspected them and agrees that they shall not raise any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the aforesaid diagrams.

19. DEPOSIT TO BE AVAILABLE FOR SETTLEMENT

19.1 The purchaser acknowledges that the vendor may require the deposit to be available for completion of the contract.

19.2 Should the vendor notify the purchaser of the abovementioned requirement, the purchaser will consent upon receipt of such notification for the depositholder to transfer all or a portion of the deposit into the Purchasers representatives trust account or the Purchasers representative will create PEXA Source Account in the PEXA workspace. The Vendor will not incur any costs associated with this transfer.

20. SETTLEMENT FIGURES

The Purchaser's representative is required to prepare and submit the proposed settlement sheet, along with any supporting certificates, to the Vendor's representative no later than seven (7) days before the settlement date. If this is done less than seven (7) days before settlement, the Purchaser will add $110.00 to the settlement adjustment sheet to cover the Vendor's representative's costs for the late preparation of the settlement adjustment sheet.

21. CHRISTMAS PERIOD

The parties agree that:

21.1 Clause 1 – definition of business day is amended by adding "and except the days from 18 December 2026 to 11 January 2027 inclusive".

21.2 Any notice to complete served during the period 18 December 2026 to 11 January 2027 inclusive, will be deemed served on the 12 January 2027.

21.3 A Notice to Complete issued pursuant to this Contract cannot stipulate a date for settlement that is between 18 December 2026 to 12 January 2027 inclusive.

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A Bureau Veritas Group Company
McKenzie Group Consulting (NSW) Pty Ltd
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FINAL OCCUPATION CERTIFICATE No. 20/123963-15

issued under the Environmental Planning and Assessment Act 1979 Sections 6.3, 6.4 and 6.9

Owner

Name:	Sydney Olympic Park Authority
Address:	Level 1, 8 Australia Ave, Sydney Olympic NSW 2127

Property Details

Address	Site 53, 2 Figtree Drive, Sydney Olympic Park NSW 2127	
Lot/Portion No:	Lot 22	Part Lot 10 (also known as Lots 1-69 in SP100778)
DP No:	787402	1185060
Municipality:	Parramatta City Council	

Building Details

Part of building:	
Use:	Mixed-use residential
BCA classification(s):	2, 6, 7a, 7b

Development Consent

Certificate no:	SSD 7662	SSD 7662 (MOD 1)	SSD 7662 (MOD 2)
Date of Determination:	8 September 2017	6 December 2018	28 March 2019
Certificate no:	SSD 7662 (MOD 3)		
Date of Determination:	20 November 2019		

Construction Certificate

Certificate no:	18/123963-1	18/123963-2	18/123963-3
Date of Determination:	31 January 2017	16 January 2018	20 April 2018
Certificate no:	18/123963-4	18/123963-5	18/123963-4 (MOD)
Date of Determination:	16 August 2018	10 October 2018	17 January 2019
Certificate no:	18/123963-4(MOD2)	19/123963-6	18/123963-4 (MOD3)
Date of Determination:	21 June 2019	28 August 2019	5 February 2020
Certificate no:	20/123963-4 (MOD4)	20/123963-4 (MOD5)	
Date of Determination:	31 March 2020	4 June 2020	

Fire Safety Performance Solution

Report Title:	Performance solution report – Site 53, 2 Figtree, Sydney Olympic Park		
Reference Number:	SYE160002	Revision:	R1.14
Report Date:	27 May 2020		
Competent Fire Safety Practitioner:	Greg Leach	Accreditation Number:	2402
Report Title:	Fire Engineering Opinion PEX Pipes in Concrete Slabs – The Pavilions, Site 53, 2 Figtree, Sydney Olympic Park		
Reference Number:	1A021118	Revision:	03
Report Date:	20 December 2019		
Competent Fire Safety Practitioner:	William Mark	Accreditation Number:	2511

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Determination

Type of Certificate:	Final
Approved/Refused:	Approved
Date of Determination:	18 November 2020

Attachments

1. Fire Safety Schedule.
2. Application Form for Occupation Certificate.
3. Mandatory Critical Stage Inspection Summary Report (CSI)
4. Interim Occupation Certificate No 20123963-3 prepared by McKenzie Group Consulting (NSW) dated 28 February 2020
5. Interim Occupation Certificate No 20123963-9 prepared by McKenzie Group Consulting (NSW) dated 26 March 2020
6. Interim Occupation Certificate No 20123963-10 prepared by McKenzie Group Consulting (NSW) dated 7 May 2020
7. Interim Occupation Certificate No 20123963-11 prepared by McKenzie Group Consulting (NSW) dated 25 June 2020
8. Interim Occupation Certificate No 20123963-12 prepared by McKenzie Group Consulting (NSW) dated 31 July 2020
9. Interim Occupation Certificate No 20123963-13 prepared by McKenzie Group Consulting (NSW) dated 17 August 2020
10. Interim Occupation Certificate No 20123963-14 prepared by McKenzie Group Consulting (NSW) dated 15 September 2020
11. Subdivider Developer Compliance Certificate prepared by Sydney Water dated 18 December 2017
12. Subdivider Developer Compliance Certificate prepared by Sydney Water dated 17 January 2019
13. Subdivider Developer Compliance Certificate prepared by Sydney Water dated 30 May 2019
14. Notice of Requirements 172341 for Section 73 Compliance Certificate prepared by Sydney Water dated 19 June 2017
15. Notice of Requirements 166732v2 for Section 73 Compliance Certificate prepared by Sydney Water dated 4 December 2017
16. Notice of Requirements 172565 for Section 73 Compliance Certificate prepared by Sydney Water dated 19 June 2018
17. Letter regarding DA Condition 21 for Civil Engineering Approval of Works prepared by BG&E dated 17 July 2020
18. Compliance Letter for Issuance of Occupation Certificate prepared by Sydney Trains dated 3 August 2020
19. Compliance Letter for DA Condition E22 prepared by Sydney Trains dated 3 August 2020
20. Design Certificate for Drainage & Sewerage Works prepared by Sparks & Partners dated 24 September 2020
21. Subdivider Developer Compliance Certificate prepared by Sydney Water dated 18 July 2018
22. National Engineering Register Engineering Portfolio for Trevor Woodward
23. Registered Surveyor Licence SU008747 for Adam Charles Richardson
24. Email Correspondence regarding Receipt of Expected Completion Notice prepared by Mirvac dated 15 September 2020
25. Email Correspondence regarding Final Inspection Items prepared by Mirvac dated 31 July 2020
26. Email Correspondence regarding Sydney Trains compliance letter prepared by Sydney Trains dated 3 August 2020
27. Transport Access Guide for Pavilions Residences prepared by Mirvac
28. Detailed Design Road Safety Audit Rev 5 prepared by DC Traffic Engineering
29. Letter regarding Summery of On-Site Meeting prepared by DC Traffic Engineering dated 7 August 2020
30. Final Fire Safety Certificate prepared by Mirvac dated 11 September 2020
31. Construction Certificate No. 17/123963-1 prepared by McKenzie Group Consulting (NSW) dated 31 January 2017
32. Construction Certificate No. 18/123963-2 prepared by McKenzie Group Consulting (NSW) dated 16 January 2018
33. Construction Certificate No. 18/123963-3 prepared by McKenzie Group Consulting (NSW) dated 20 April 2018
34. Construction Certificate No. 18/123963-4 prepared by McKenzie Group Consulting (NSW) dated 16 August 2018
35. Construction Certificate No. 18/123963-4(MOD) prepared by McKenzie Group Consulting (NSW) 17 January 2019
36. Construction Certificate No. 18/123963-4(MOD2) prepared by McKenzie Group Consulting (NSW) 21 June 2019
37. Construction Certificate No. 18/123963-4(MOD3) prepared by McKenzie Group Consulting (NSW) 2 February 2020
38. Construction Certificate No. 20/123963-4(MOD4) prepared by McKenzie Group Consulting (NSW) 12 March 2020

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39. Construction Certificate No. 20/123963-4(MOD5) prepared by McKenzie Group Consulting (NSW) 4 June 2020
40. Construction Certificate No. 18/123963-5 prepared by McKenzie Group Consulting (NSW) 10 October 2018
41. Construction Certificate No. 19/123963-6 prepared by McKenzie Group Consulting (NSW) 28 August 2019
42. Contractor Licence 70030C for Anthony Alafaci prepared by Services NSW
43. Contractor Licence 231970C for Fire Compliance & Maintenance prepared by Services NSW
44. Contractor Licence No 85934C for Anthony Joseph Ciro Scognamiglio prepared by Services NSW
45. Contractor Licence No 216196C for Polyseal Waterproofing Technologies prepared by Services NSW
46. Contractor Licence No 40508C for Stuart Englezos prepared by Services NSW
47. Installation Certificate for Fire Rated Walls Works prepared by Brobrik NSW dated 20 October 2020
48. Installation Certificate for Surface Works prepared by Bettertiles Contracting dated 21 October 2020
49. Installation Certificate for Fire Hazard Properties Works prepared by Class one Painting Solutions dated 20 October 2020
50. Installation Certificate for Waterproofing Works prepared by Polyseal Waterproofing Technologies dated 19 October 2020
51. Installation Certificate for PEX Pipes Works prepared by Planet Plumbing dated 20 October 2020
52. Installation Certificate for Plumbing Works prepared by Planet Plumbing dated 20 October 2020
53. Installation Certificate for Stormwater Works prepared by Planet Plumbing dated 20 October 2020
54. Form 15 Fire Hose Reel Works prepared by FCM Fire Compliance and Maintenance dated 17 January 2020
55. Design Verification Certificate for SEPP 65 prepared by Mirvac dated 20 October 2020
56. Email Correspondence regarding Request for Final Fire Safety Report prepared by Fire & Rescue NSW dated 26 October 2020
57. Email Correspondence regarding Request for Final Fire Safety Report prepared by McKenzie Group Consulting (NSW) dated 16 October 2020
58. Surface Demarcation Plan Rev 1 prepared by Bettertiles Contracting dated 20 October
59. Plan for Demarcation Works Rev 1 prepared by Mirvac numbered: A-T0-1011[DDD]
60. Plan for Fire Compartment Works prepared by Mirvac numbered: A-T0-1072[B]
61. Plan for Lining Demarcation Works prepared by Class one Painting Solutions dated 20 October
62. Plan for Basement Masonry Works prepared by Bettertiles Contracting numbered: A-T0-1311[5]
63. Sprinkler Flow Test Results prepared by Guardian protection Services
64. Site Inspection Report No. 270 prepared by BG&E dated 10 April 2019
65. Site Inspection Report No. 275 prepared by BG&E dated 18 April 2019
66. Site Inspection Report No. 277 prepared by BG&E dated 23 April 2019
67. Site Inspection Report No. 283 prepared by BG&E dated 9 May 2019
68. Site Inspection Report No. 289 prepared by BG&E dated 17 May 2019
69. Site Inspection Report No. 290 prepared by BG&E dated 22 May 2019
70. Site Inspection Report No. 292 prepared by BG&E dated 7 March 2019
71. Site Inspection Report No. 294 prepared by BG&E dated 27 May 2019
72. Site Inspection Report No. 299 prepared by BG&E dated 6 June 2019
73. Site Inspection Report No. 302 prepared by BG&E dated 14 June 2019
74. Site Inspection Report No. 304 prepared by BG&E dated 21 June 2019
75. Site Inspection Report No. 308 prepared by BG&E dated 26 June 2019
76. Site Inspection Report No. 310 prepared by BG&E dated 28 June 2019
77. Site Inspection Report No. 312 prepared by BG&E dated 5 July 2019
78. Site Inspection Report No. 314 prepared by BG&E dated 10 July 2019
79. Site Inspection Report No. 317 prepared by BG&E dated 12 July 2019
80. Site Inspection Report No. 318 prepared by BG&E dated 15 July 2019
81. Site Inspection Report No. 321 prepared by BG&E dated 24 July 2019
82. Site Inspection Report No. 323 prepared by BG&E dated 24 July 2019
83. Site Inspection Report No. 326 prepared by BG&E dated 29 July 2019
84. Site Inspection Report No. 327 prepared by BG&E dated 29 July 2019
85. Site Inspection Report No. 329 prepared by BG&E dated 1 August 2019
86. Site Inspection Report No. 337 prepared by BG&E dated 3 September 2019
87. Site Inspection Report No. 338 prepared by BG&E dated 5 September 2019
88. Site Inspection Report No. 342 prepared by BG&E dated 16 September 2019
89. Site Inspection Report No. 344 prepared by BG&E dated 24 September 2019
90. Site Inspection Report No. 345 prepared by BG&E dated 26 September 2019
91. Site Inspection Report No. 347 prepared by BG&E dated 3 October 2019
92. Site Inspection Report No. 349 prepared by BG&E dated 17 October 2019
93. Site Inspection Report No. 352 prepared by BG&E dated 29 October 2019
94. Site Inspection Report No. 354 prepared by BG&E dated 11 November 2019
95. Site Inspection Report No. 355 prepared by BG&E dated 25 November 2019
96. Site Inspection Report No. 356 prepared by BG&E dated 9 December 2019
97. Site Inspection Report No. 357 prepared by BG&E dated 18 December 2019
98. Site Inspection Report No. 359 prepared by BG&E dated 15 January 2020

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99. Site Inspection Report No. 360 prepared by BG&E dated 2 April 2020
100. Site Inspection Report No. 361 prepared by BG&E dated 17 February 2020
101. Site Inspection Report No. 362 prepared by BG&E dated 11 March 2020
102. Site Inspection Report No. 123 prepared by BG&E dated 11 September 2018
103. Site Inspection Report No. 124 prepared by BG&E dated 11 September 2018
104. Site Inspection Report No. 136 prepared by BG&E dated 24 September 2018
105. Site Inspection Report No. 137 prepared by BG&E dated 3 October 2018
106. Site Inspection Report No. 143 prepared by BG&E dated 8 October 2018
107. Site Inspection Report No. 148 prepared by BG&E dated 11 October 2018
108. Site Inspection Report No. 153 prepared by BG&E dated 19 October 2018
109. Site Inspection Report No. 160 prepared by BG&E dated 30 October 2018
110. Site Inspection Report No. 162 prepared by BG&E dated 1 November 2018
111. Site Inspection Report No. 166 prepared by BG&E dated 2 November 2018
112. Site Inspection Report No. 167 prepared by BG&E dated 5 November 2018
113. Site Inspection Report No. 174 prepared by BG&E dated 14 November 2018
114. Site Inspection Report No. 180 prepared by BG&E dated 21 November 2018
115. Site Inspection Report No. 186 prepared by BG&E dated 26 November 2018
116. Site Inspection Report No. 189 prepared by BG&E dated 27 November 2018
117. Site Inspection Report No. 192 prepared by BG&E dated 5 December 2018
118. Site Inspection Report No. 197 prepared by BG&E dated 10 December 2018
119. Site Inspection Report No. 199 prepared by BG&E dated 13 December 2018
120. Site Inspection Report No. 204 prepared by BG&E dated 19 December 2018
121. Site Inspection Report No. 206 prepared by BG&E dated 1 January 2019
122. Site Inspection Report No. 209 prepared by BG&E dated 11 January 2019
123. Site Inspection Report No. 210 prepared by BG&E dated 14 January 2019
124. Site Inspection Report No. 217 prepared by BG&E dated 22 January 2019
125. Site Inspection Report No. 220 prepared by BG&E dated 24(23) January 2019
126. Site Inspection Report No. 225 prepared by BG&E dated 04 February 2019
127. Site Inspection Report No. 230 prepared by BG&E dated 06 February 2019
128. Site Inspection Report No. 236 prepared by BG&E dated 13 February 2019
129. Site Inspection Report No. 237 prepared by BG&E dated 15 February 2019
130. Site Inspection Report No. 241 prepared by BG&E dated 21 February 2019
131. Site Inspection Report No. 243 prepared by BG&E dated 22 February 2019
132. Site Inspection Report No. 254 prepared by BG&E dated 14 March 2019
133. Site Inspection Report No. 260 prepared by BG&E dated 25 March 2019
134. Site Inspection Report No. 264 prepared by BG&E dated 20 March 2019
135. Site Inspection Report No. 265 prepared by BG&E dated 2 April 2019
136. Statement prepared by JBS&G in regard to Gas Assessment dated 14 July 2020
137. Contractor Licence No 282906C for Dynamite Electrical prepared by Services NSW
138. Installation Certificate Rev 00 for Building Fabric Works prepared by Eureka Façade Engineering dated 21 October 2020
139. Installation Certificate for Building 1 Lift 1, 2& 3 Works prepared by KONE dated 2 December 2019
140. Installation Certificate for Building 2 Lift 1, 2, 3 & 4 Works prepared by KONE dated 9 July 2020
141. Installation Certificate for Building 3 Lift 1 & 2 Works prepared by KONE dated 2 December 2019
142. Installation Certificate for Emergency Lighting and Exit Signage Works prepared by Dynamite Electrical dated 11 September 2020
143. Installation Certificate for Electrical Works prepared by Dynamite Electrical dated 21 October 2020
144. Installation Certificate for Building Fabric Works prepared by Sydney Plaster dated 22 October 2020
145. Installation Certificate for Fire Seals & Collars Works prepared by Planet Plumbing NSW dated 11 September 2020
146. Installation Certificate for Fire Hose Reels Works prepared by Planet Plumbing NSW dated 11 September 2020
147. Installation Certificate for Fire Hose Reels – Pressures and Flows Works prepared by Planet Plumbing NSW dated 11 September 2020
148. Installation Certificate for Glazing Works prepared by Eureka Façade Engineering dated 21 October 2020
149. Installation Certificate for Building Fabric Works prepared by Brobrik NSW dated 20 October 2020
150. Installation Certificate for Mechanical Works prepared by Twin Lakes dated 20 October 2020
151. Installation Certificate for Building 5 Lifts 1, 2 & 3 prepared by Kone Elevators dated 30 April 2020
152. Installation Certificate for Fire Seals and Collar Works prepared by Dynamite Electrical dated 11 September 2020
153. Occupation Certificate No 17123963-2 prepared by McKenzie Group Consulting (NSW) dated 2 May 2017
154. Structural Certificate for Building 1 & Basement Works prepared by BG&E dated 30 January 2020
155. Structural Certificate for Building 2 Works prepared by BG&E dated 14 July 2020
156. Structural Certificate for Building 3&5 Works prepared by BG&E dated 24 March 2020
157. Structural Certificate for Building 5 Works prepared by BG&E dated 20 April 2020

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158. Design and Construction Certificate for Building 1 Works prepared by Renzo Tonin & Associates dated 13 December 2019
159. Design and Construction Certificate for Building 2 levels 1-23 Works prepared by Renzo Tonin & Associates dated 23 June 2020
160. Design and Construction Certificate for Building 2 levels 24-36 Works prepared by Renzo Tonin & Associates dated 23 July 2020
161. Design and Construction Certificate for Building 3 Works prepared by Renzo Tonin & Associates dated 23 March 2020
162. Design and Construction Certificate for Building 5 Works prepared by Renzo Tonin & Associates dated 30 April 2020
163. Design Certificate for Drainage & Sewerage Works prepared by Sparks & Partners dated 24 September 2020
164. Design Certificate for Mechanical Works prepared by Shelmerdines Consulting Engineers dated 28 October 2020
165. Design Certificate for Structural Façade Works prepared by Fly Engineering dated 14 November 2019
166. Letter regarding Post Approval Matters prepared by Sydney Olympic Park Authority dated 27 October 2020
167. Letter regarding Composite Cladding Materials prepared by Mirvac dated 23 October 2020
168. Letter regarding Fire Panel (ASE) Notification prepared by Mirvac dated 23 October 2020
169. Letter regarding Lightweight Construction Works prepared by Mirvac dated 29 October 2020
170. Letter regarding Maintenance Access Pavilions prepared by Mirvac dated 23 October 2020
171. Letter regarding ABCA 15 Structural Adequacy prepared by Mirvac dated 29 October 2020
172. Letter regarding Smoke Dampers Works prepared by Mirvac dated 29 October 2020
173. Letter regarding Smoke Doors Works prepared by Mirvac dated 29 October 2020
174. Letter regarding Final Accessibility Occupancy Certification prepared by Morris Goding Access Consulting dated 27 October 2020
175. Acoustic Architectural Design Brief prepared by Renzo Tonin & Associates dated 16 May 2019
176. Post Construction Dilapidation Report Rev B prepared by BG&E dated 31 August 2020
177. Performance Solution Report Consolidated V2 prepared by Morris Goding Access Consulting dated 15 June 2020
178. Operations & Maintenance Manual Rev 03 for Hydraulic Services dated Planet Plumbing dated 20 October 2020
179. Water Sensitive Urban Design Maintenance Contract prepared by Planet Plumbing dated 1 October 2020
180. Pre-electrification compliance statement prepared by Wilken Services dated 27 December 2019
181. As Built Plans for Electrical Works prepared by Dynamite Electrical
182. As Built Plans for Fire Service Works prepared by Guardian protection Services
183. As Built Plans for Hydraulic Service Works prepared by Planet Plumbing
184. As Built Plans for Lift Works prepared by Kone Elevators
185. As Built Plans for Mechanical Service Works prepared by Twin Lakes Air
186. Fire Alarm System Connection Notice prepared by ADT dated 18 November 2019
187. Certificate of Plant Item Registration for Lift P8 & B2 prepared by SafeWork NSW 4 May 2020
188. Certificate of Plant Item Registration for Lift 5 prepared by SafeWork NSW 17 December 2019
189. Certificate of Plant Item Registration for Lift 7 prepared by SafeWork NSW 6 May 2020
190. Certificate of Plant Item Registration for Lift 2 prepared by SafeWork NSW 7 October 2020
191. Letter regarding Civil Engineering Condition E16(b) & (c) prepared by BG&E dated 22 October 2020
192. Fire Assessment Report FAR 4821 for Lift Installation prepared by BRANZ dated 22 May 2018
193. Test Report 16-005953 for D2015 prepared by AWTA Product Testing dated 2 December 2016
194. Group Number Assessment Report for Vescom Wallcoverings dated 21 June 2017
195. Slip Check Report for BMX 100 Grey Brick prepared by Safe Environment dated 8 January 2019
196. Level 1 Project Assessment ASP Compliance prepared by Ausgrid dated 9 December 2019
197. Contractor Licence No 100060C for Ryan Anthony Maddern prepared by Services NSW
198. Email Correspondence regarding Status of Works prepared by Mirvac dated 20 October 2020
199. Installation Certificate for Fire Doors and Frames prepared by ADI Corporation dated 22 September 2020
200. Test Certificate for Able Door Services Roller Shutter Assembly prepared by CSIRO dated 7 March 2008
201. Test Certificate for Fortaglas Phoenix prepared by CSIRO dated 21 August 2014
202. Test Certificate for TBA Firefly Non-Combustible Sarking prepared by CSIRO dated 12 December 2017
203. Test Report 18-005157 for TBA Firefly Non-Combustible Sarking prepared by AWTA Product Testing dated 7 September 2018
204. Installation & Inspection Certificate for Dry Fire Services prepared by Guardian Protection Services dated 11 September 2020
205. Installation & Inspection Certificate for Wet Fire Services prepared by Guardian Protection Services dated 11 September 2020
206. Email Correspondence regarding DA Condition E10 prepared by Mirvac dated 28 October 2020
207. Email Correspondence regarding DA Condition E2, E6, E9, E13, E15, E16, E19 and E21 prepared by Sydney Olympic Park Authority dated 28 October 2020
208. Technical Data Sheet for TBA Firefly Non-Combustible Sarking- Breathable prepared by TBA Firefly Passive Fire Protection

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209. Technical Data Sheet for TBA Firefly Foil Tape prepared by TBA Firefly Passive Fire Protection
210. Plans for Lift Demarcation Works prepared by Kone Elevators
211. Plans for Fire Hydrant and Fire Sprinkler Services prepared by Guardian Protection Services numbered: P61004-R[3].
212. Plans for North & East Elevations prepared by Mirvac numbered: A-T2-1060[M] and A-T2-1061[L]
213. Specifications for Fire Shutter Motor 58018F prepared by Grifco
214. Plans for New Road Works prepared by Veris Australia dated 28 July 2020
215. Specifications for Fire Shutter Door prepared by Grifco
216. Letter regarding Access Panels & Hopper Works prepared by Mirvac dated 29 October 2020
217. Inspection and Test Plan for Internal Wet Areas prepared by Polyseal
218. Stick Build Bathroom ITP register prepared by Polyseal
219. Email Correspondence for Fire Safety Certificate prepared by Parramatta City Council dated 29 October 2020
220. Email Correspondence for DA Condition E11 prepared by Mirvac dated 29 October 2020
221. Inspection Report for Final OC Rev IR8.1 prepared by Warrintonfire dated 29 October 2020
222. Installation Certificate for Fire Rated Roller Shutter Works prepared by Able Door dated 11 September 2020
223. Fire Test Certificate for Hebel Wall Systems prepared by BRANZ dated 31 August 2011
224. Fire Test Certificate for Pyropanel Fire Rated Doorsets prepared by BRANZ dated 22 June 2017
225. Fire Test Certificate for Pyropanel FR Maxi prepared by BRANZ dated 23 November 2016
226. DHAR Test Assessment No. 24499007c.3 prepared by Exova Warringtonfire dated 5 January 2011
227. Contract Notification Letter for Permission to Connect prepared by Ausgrid dated 14 May 2019
228. Business Electricity Tax Invoice prepared by Origin dated 2 September 2020
229. Letter regarding Management Plan prepared by Mirvac dated 29 October 2020
230. NBN Address Schedule for Building 1 Pavilion dated 25 February 2020
231. LOC Identification for Figtree Buildings 3 and 5
232. Product Data Sheet for Smoke Sealing Systems prepared by Kilargo dated 6 June 2014
233. Email Correspondence regarding NBN Retail Confirmation prepared by Mirvac dated 29 October 2020
234. Photo Evidence of EDMI ATLAS Mk10A prepared by IntelliHUB dated November 2018
235. Basement Fire Damper Schedule Rev 02 dated 07 September 2018
236. Fire Rated Penetration Register for Dynamite Electrical prepared by Mirvac
237. Fire Rated Penetration Register for Twin Lakes Mechanical Works prepared by Mirvac
238. Fire Test Report FP 4837 Issue 2 prepared by BRANZ dated 30 October 2012
239. Fire Test Report FR 5670 prepared by BRANZ dated 6 September 2016
240. Assessment Report FCO-1579 Rev C prepared by CSIRO dated 4 June 2020
241. Assessment Report FCO-17775 Rev C prepared by CSIRO dated 7 March 2016
242. Test Report FSP 1641 prepared by CSIRO dated 25 July 2014
243. Test Report FSP 1652 prepared by CSIRO dated 10 September 2014
244. Fire Resistance Test Report FSV 0094 prepared by CSIRO dated December 1990
245. Fire Resistance Test Report FSP 1577 prepared by CSIRO dated 29 March 2013
246. Assessment Report FAS180415.1 prepared by Exova Warrintonfire dated 29 January 2019
247. Regulatory Information Report RIR 45633.3 prepared by Exova Warrintonfire dated 10 May 2017
248. Fire Rated Penetration Register for Guardian Fire Protection Systems prepared by Mirvac
249. Letter regarding Tenancies Noise Emission prepared by Renzo Tonin & Associates dated 30 October 2020
250. Design and Construction Certification for Acoustic Works prepared by Renzo Tonin & Associates dated 30 October 2020
251. Installation Certificate for Lift Signage Works prepared by Mirvac dated 30 October 2020
252. Test Report No A-13-816 prepared by FSRG Fire Science Research Group dated 10 May 2013
253. Fire Resistance Test Report prepared by Fire Research Laboratories dated 21 September 1989
254. Installation Certificate for Fire Damper Works prepared by Twin Lakes Air & Solar dated 11 September 2020
255. Section J1 & J2 NCC 2016 Completion Statement prepared by Efficient Living dated 30 October 2020
256. Plans for Electrical Penetration Works prepared by Dynamite Electrical numbered: E-T0-42004-P1[AB], E-T0-42004-P2[AB], E-T0-49003[P1 E-T0-42001[C1] and E-T5-49003[P1].
257. Plans for Fire Penetration Works prepared by Guardian Protection Services numbered: P60012[1], P60201[3], P61004-R[3] and P65004[05].
258. Plans for Mechanical Penetration Works prepared by Shelmerdines Consulting Engineers numbered: M-30065[AB]
259. Certificate of Plan Registration for Lift No. 4 prepared by SafeWork NSW dated 2 November 2020
260. Test Report FSP 1659a prepared by CSIRO dated 9 January 2015
261. Test Report FSP 1716 for prepared by CSIRO dated 4 December 2015
262. Assessment Report FCO-2458 prepared by CSIRO dated 29 October 2020
263. Fire Rated Penetration Register for Planet Plumbing prepared by Mirvac
264. Plans for Hydraulic Penetration Works prepared by Sparks & Partners numbered: H-T0-50504-P2[03], H-T0-50505-P6[01], H-T0-50505-P8[04] and H-T0-50505-P11[01].
265. BASIX Completion Receipt prepared by Planning, Industry & Environment dated 7 May 2020
266. Fire Assessment Report FAR 3929 Issue 4 prepared by BRANZ dated 17 July 2015

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267. Assessment Report FCO-1579 Rev C prepared by CSIRO dated 4 June 2020
268. Fire Resistance Test Report FSP 1477 prepared by CSIRO dated 9 June 2011
269. Test Report FSP 1978 Rev D prepared by CSIRO dated 20 February 2019
270. Fire Rated Penetration Register for Planet Plumbing Hydraulic Works prepared by Mirvac
271. Plans for Hydraulic Penetration Works prepared by Sparks & Partners numbered: H-T0-50504-P2[03], H-T0-50504-P6[01], H-T0-50504-P8[04] and H-T0-50504-P11[01].
272. Product Data sheet for Promaseal Supa Mastic prepared by Promat
273. Product Data sheet for Promaseal Retrofit Collar prepared by Promat
274. Technical Guide for FyreFLEX Fire Rated Sealant prepared by Trafalgar
275. Residential Apartment Buildings Compliance and Enforcement Powers Act Orders Register prepared by Fair Trading NSW
276. Email Correspondence regarding the Surrender Development Consent prepared by Mirvac dated 4 November 2020
277. Modification or Surrender of Development Consent form for Building 1 Awning to be Relinquished prepared by Mirvac dated 26 October 2020
278. Modification or Surrender of Development Consent form for Third Pavilion to be Relinquished prepared by Mirvac dated 26 October 2020
279. Photo Evidence of Promaseal Sealant
280. Photo Evidence of Promaseal Collars
281. Plans for General Arrangement Works prepared by Mirvac Design numbered: A-T0-1010[8]
282. Contractor Licence No 230616C for Twin Lakes Air prepared by Services NSW
283. Statement prepared by Mirvac Development dated 18 November 2020

Certificate Final / Principal Certifying Authority

McKenzie Group Consulting (NSW) Pty Ltd, certify that the work;

- We have been appointed as the principal certifying authority under s 6.5 and 6.6.
- A current Development Consent is in force with respect to the building.
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a final fire safety certificate has been issued for the building.
- Where required, a report from the Commissioner of Fire Brigades has been considered.



Signature _____

Signed on behalf of the Company, McKenzie Group Consulting (NSW) Pty Ltd
(ACN 093 211 995), Registered Body Corporate No. ABC 6
Signed by: Andrew Brohier
Category of Accreditation: A1 – Unrestricted Building Surveyor
Registered Certifier No.: BDC2419

Date of endorsement	**18 November 2020**
Certificate Number	**20/123963-15**

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ATTACHMENT 1
Fire Safety Schedule
(Pursuant to Clause 168 of the Environmental Planning and Assessment Regulation 2000)

	Essential Fire Safety Measures	Standard of Performance
1.	Access Panels, Doors and Hoppers	BCA 2016 Clause C3.13
2.	Automatic Fail Safe Devices	BCA 2016 Clause D2.19 & D2.21 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states -— WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black.
3.	Automatic Fire Detection and Alarm System	BCA 2016 Spec. E2.2a & AS 1670.1 – 2015, AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening.

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	Essential Fire Safety Measures	Standard of Performance
		III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states -— WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ Sub-fire indicator panels must be provided to the main entry lobbies of buildings 1, 2 and 5 (B1, B2 and B5). ▪ A red external strobe must be provided above the entrance of the fire control room facing the street, as required by AS1670.1-2015, which is for fire brigades to easily locate the fire control room when approaching the site. ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. A smoke detector is to be provided within each non-sprinkler-protected electrical and / or communications services cupboard within the public corridors. ▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. Fire control room containing FIP II. Sub-fire indicator panels within the main entrance lobbies of building 1, 2 and 5 (B1, B2 and B5) III. Fire brigade combined booster assembly IV. Fire sprinkler and hydrant valve room V. Fire pump room. VI. Fire tank. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection.

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	Essential Fire Safety Measures	Standard of Performance
4.	Automatic Fire Suppression System	BCA 2016 Spec. E1.5, AS 2118.1 – 1999, AS 2118.6-2012 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Note: Each departure listed below has been addressed as part of a performance solution in order to achieve compliance with BCA under the general provisions listed in section A0.1 and A0.2. Where a departure from the deemed-to-satisfy provisions of the BCA has been addressed by a performance solution which meets the requirements of A0.3 and A0.5, the concessions listed within the BCA for the provision of a sprinkler system are considered to remain applicable. ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states -— WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ Listed, quick-response sprinkler heads in accordance with AS 4118.1.1 must be provided within the basement car park – standard response sprinkler heads may be provided to plant rooms, back-of-house storage areas, any area classified as “high-hazard” by AS 2118.1-1999 and concealed spaces and the like ▪ Sprinklers located within the basement car park areas must be spaced on a 4 m x 3 m grid in accordance with the requirements of AS 2118.1-1999 for an ordinary hazard 2 occupancy. Extended spacing of sprinkler heads is not permissible. ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. The service cupboards provided with obstructed sprinkler coverage within the

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	Essential Fire Safety Measures	Standard of Performance
		residential corridors are restricted to an area less than 2.5 m2. II. A smoke detector is to be provided within each non-sprinkler-protected electrical and / or communications services cupboard within the public corridors. III. The services cupboards are provided with horizontal (floor) fire-stopping at each level to the required FRLs of Specifications of C1.1. IV. Services cupboards in public corridors are lined with materials deemed non-combustible by BCA clause C1.12. V. Sprinklers are provided in the public corridors at residential levels which will provide a degree of coverage when the service cupboards doors are in the open position. VI. Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable ▪ Cupboards (including laundry cupboards) within residential apartments are permitted to not be provided with sprinkler protection within the enclosure where the following applies: I. The cupboards provided within the residential apartments are restricted to an area less than 2.5 m2. II. Sprinklers are provided in the adjoining room which will provide protection to the enclosures when the cupboard/wardrobe doors are in the open position. ▪ Sprinkler coverage within residential bathrooms will be partially obstructed by fixed glazed screens around shower cubicles. Full sprinkler coverage must be provided to the remainder of the bathrooms and en-suites within the residential apartments. ▪ The combined fire hydrant / sprinkler system ring main may cross into the same stair / compartment on alternate levels within the fire-isolated scissor stairs serving the residential levels only ▪ Sprinklers are not required to be installed beneath the external covered walkways and canopies, provided that they are of non-combustible construction and kept clear of combustible materials. ▪ Sprinkler coverage must be provided to the steel platforms located on the west elevation of levels 25-35 of building 2 ▪ The Skybridge located on level 9 and connecting the building 3 residential communal area and building 5 residential corridor is not required to be fire separated from building 3 and building 5 (see Figure 14 and Figure 15) providing that: I. The Skybridge is provided with natural ventilation to the eastern elevation. II. The building's maintenance procedures require that the Skybridge is kept clear of stored items. III. In the event of sprinkler activation within the link bridge, both building 3 and building 5 must be evacuated. ▪ Concealed access cupboards located within the residential corridors, are not required to be fire or smoke separated. Sprinkler coverage may be achieved by

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	Essential Fire Safety Measures	Standard of Performance
		sprinkler heads located in the public corridors (dedicated heads are not required).
5.	Emergency Lifts	BCA 2016 Clause E3.4 & AS 1735.2 – 2001
6.	Emergency Lighting	BCA 2016 Clause E4.2, E4.4 & AS/NZS 2293.1 – 2005
7.	EWIS (Sound Systems and Intercom Systems for Emergency Purpose)	BCA 2016 Clause E4.9 & AS 1670.4 - 2015 & AS 4428.4-2004 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Sound pressure level of 65 dB(A) not being achieved within the balconies to the residential apartments ▪ A sound system and intercom system for emergency purposes in accordance with clause E4.9 of the BCA and AS 1670.4-2015 with pre-recorded verbal evacuation message must be provided throughout the building with exception to the following, which are addressed via a performance solution: I. Speech intelligibility requirements under clause 4.3.8 of the standard need not be met within the carpark areas on levels 3 to 6. II. A compliant sound pressure level will be achieved at the residential balconies when the balcony doors (to the apartment) are open. III. The alarm will be audible at the residential balconies at all times, such that occupants are capable of recognising the fire alarm tones and voice message. Fire protection systems ▪ In the event of an alarm within any level of the basement car park, all levels of the basement car park must be evacuated simultaneously ▪ The steel platforms located on the west elevation of levels 25-35 of building 2 must be provided with alarm sounders interfaced with the building's SSISEP
8.	Exit Signs	BCA 2016 Clauses E4.5, NSW E4.6 & E4.8 and AS/NZS 2293.1 – 2005 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Clause E4.7(a) which allows the omission of illuminated exit signage in class 2 buildings, is not permissible as part of the performance solution. All exit signage must be illuminated
9.	Fire Control Rooms	BCA 2016 Spec. E1.8 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The Fire control room will be located under Building 5 ▪ The building is required to be provided with a fire control room in accordance with clause E1.8 of the BCA. The fire control room must be accessible from Figtree Drive and 'New Street' ▪ The access road ('New Street') to the fire control room must be maintained clear for fire truck turning requirements. ▪ Signage must be provided on any door leading to the fire control room stating 'ACCESS TO FIRE CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Sub-fire indicator panels must be provided to the main entry lobbies of buildings 1, 2 and 3 (B1, B2 and B3). ▪ A red external strobe must be provided above the entrance of the fire control room and be visible from the street, as required by AS1670.1-2015, which is for fire brigades to easily locate the fire control room when approaching the site.

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	Essential Fire Safety Measures	Standard of Performance
		▪ Signage must be provided on any door leading to the fire pump, other than the pump room door, stating 'TO COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. Signage must be provided on the pump room door stating 'COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. fire control room containing FIP II. sub-fire indicator panels within the main entrance lobbies of building 1, 2 and 3 (B1, B2 and B3) III. fire brigade combined booster assembly IV. fire sprinkler and hydrant valve room V. fire pump room. VI. fire tank.
10.	Fire Blankets	BCA 2016 & AS 2444 – 2001
11.	Fire Dampers	BCA 2016 Clause C3.15, AS/NZS 1668.1 – 2015 & AS 1682.1 & 2 – 1990 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection.
12.	Fire Doors	BCA 2016 Clause C3.2, C3.4, C3.5 & C3.8, Spec C3.4 and AS 1905.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All doorways from apartments and rooms including but not limited to garbage/storage spaces on the residential levels of the building must be protected by FRL -/60/30 self-closing fire rated doors and be provided with medium temperature smoke seals ▪ Any door opening onto a car park from any fire-isolated stair must be a self-closing fire door achieving a fire resistance level (FRL) of not less than -/60/30 ▪ Where medium temperature smoke seals are required to be fitted, they must be selected such that when fitted to a single-leaf door and tested in accordance with AS 1530.7–2007, they achieve a maximum total leakage rate of 25 m3/h, corrected to STP, at a pressure differential of 25 Pa after more than 30 minutes exposure to 200°C (as per AS 6905–2007). ▪ Signage must be provided on any door leading to the fire control from 'New Street' stating 'ACCESS TO FIRE

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	Essential Fire Safety Measures	Standard of Performance
		CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. Services cupboards in public corridors are lined with materials deemed non-combustible by BCA clause C1.12. ▪ Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states -— WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours. II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall. IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab VI. The room is accessed via a -/120/30 FRL fire door with a security lock.

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	Essential Fire Safety Measures	Standard of Performance
		VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. I. The condenser decks are vertically aligned to create a fire rated shaft. The condenser decks are fire separated from the residential corridors with -/120/120 FRL walls, from other service shafts with -/90/90 FRL construction and at floor level by a 90/90/90 FRL floor slab. The rooms are accessed via a -/60/30 FRL fire door.
13.	Fire Hose Reels	BCA 2016 Clause E1.4 & AS 2441 – 2005
14.	Fire Hydrant System	BCA 2016 Clause E1.3 & AS 2419.1 – 2005 Amdt 1 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ With the following exceptions: I. The combined booster assembly is not provided with fire rated protection extending 2 m on each side of and 3 m above the upper hose connections in the booster assembly. The combined booster assembly is located at the corner of Fig Tree Drive and 'New Street'. Note: A temporary combined booster, achieving the same requirements, will be located on Figtree Drive prior to full occupation of the building. II. The internal fire hydrants within the Building 1 fire-isolated stair serving levels 10 and 12 may be located on a landing that is two steps above the floor level they serve. III. The combined fire hydrant / sprinkler system ring main may cross into the same stair / compartment on alternate levels within the fire-isolated scissor stairs serving the residential levels only ▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. Fire control room containing FIP II. Sub-fire indicator panels within the main entrance lobbies of building 1, 2 and 5 (B1, B2 and B5) III. Fire brigade combined booster assembly IV. Fire sprinkler and hydrant valve room V. Fire pump room. VI. Fire tank. ▪ The basement levels must achieve full coverage from internal fire hydrants. Due to the extended travel distances, additional fire hydrants may be required in accordance with Clause 3.2.2.2 of AS2419.1-2005. Floor specific block plans which have a minimum A3 in size must be installed adjacent to the internal fire hydrants located within the fire-isolated stairs ▪ Note: that the combined fire hydrant booster assembly connections and all fire hydrant valves must be fitted with 65 mm Storz hermaphrodite delivery couplings

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	Essential Fire Safety Measures	Standard of Performance
		manufactured and installed in accordance Fire and Rescue NSW technical information sheet 'FRNSW compatible hose connections' D15/45534 version 6 dated 11 April 2017 for more information
15.	Fire Seals, Collars	BCA 2016 Clause C3.15, C3.16 & AS 1530.4 – 2014 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. The services cupboards are provided with horizontal (floor) fire-stopping at each level to the required FRLs of Specifications of C1.1. II. Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ The plastic conduits containing electrical and communications cables cast in the concrete floor slabs between the public corridors / risers and the residential sole occupancy units must comply with the following: I. The conduits must not: a) exceed 32mm in diameter b) connect more than one residential sole occupancy unit c) be cut flush at the slab penetrations at the unit sides II. The conduits are to be fire stopped with an appropriate acrylic based sealant at the corridor / riser end. III. The conduits are not required to be fire stopped at the sole occupancy unit side of the penetration IV. The sealant must be installed to the full depth of the concrete recess in the slab and compressed against the concrete soffit in order to achieve the maximum sealant depth possible within the concrete soffit V. The electrical and communications cupboards are prohibited from the storage of materials. ▪ The residential balconies include rainwater downpipes which penetrate through balcony slabs at each level. These penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA.

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	Essential Fire Safety Measures	Standard of Performance
		▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. Fire Engineering Report prepared by ACT, Issue Number 03, dated 23 January 2020 ▪ Fire rated mastic to be provided in lieu of C3.15 tested system for WaterPex (PEX B) & GasPex (PEX/AL/PEX) pipework located in the concrete slab rated up to 120/120/120.
16.	Lightweight Construction	BCA 2016 Clause C1.8, C3.17 & AS 1530.3 – 1999
17.	Mechanical Air Handling System	BCA 2016 Clause E2.2, AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All fire-isolated stairs, including associated passages and lobbies serving any storey above an effective height of 25 m, must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. ▪ All fire-isolated stairs serving the basement levels must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. With exception to an airflow of 1m/s to be maintained from the fire isolated stair through each doorway into the fire affected level, when tested in accordance with the following: I. The exit doorway into the fire-isolated stair on the level above the fire affected level is in the open position. II. The discharge door from the fire-isolated stair to outside is in the open position. ▪ A car park mechanical ventilation system must be provided in accordance with AS1668.1-2015 with exception to jet-fans which are provided to the car park basement levels, which must comply with the following: I. Jet-fans are to be located in driveways and access ways and not above car parking spaces or other areas where there are non-transient fire loads. II. Jet-fans are to be located between rows of sprinklers. Any sprinkler head in the jet stream of a jet-fan in the downstream side of the fan is to be located a minimum of 2.5m from the jet-fan. III. Jet-fans are to shut down upon the detection of fire within the car park including activation of the sprinkler system. Dedicated detectors are to be located within each jet-fan (i.e. duct probe detectors). IV. Manual control of a group (or groups) of jet-fans is to be provided for fire fighters at the fire fan control panel (FFCP) so that all the jet-fans can be used during fire brigade intervention if required. V. The jet-fan flow rate is not to exceed the maximum air flow rate of 1200 L/s advised by the supplier. ▪ The Intake louvres at the external face of the building and serving the building's stair pressurisation fan rooms

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		are not required (see Figure 6 and Figure 7) to be fire resisting, providing that: I. The fan room is provided with Group 1 lining materials only in accordance with table 3 of specification C1.10. II. Electrical wiring may be installed if the wiring is associated with the pressurisation system serving the fire isolated exit, in accordance with clause C3.9 of the BCA. III. Signage shall be provided within the rooms stating that storage is not permitted ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. FRNSW management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours. II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall. IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab VI. The room is accessed via a -/120/30 FRL fire door with a security lock. VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The access doors to the naturally ventilated mechanical plant rooms, which are directly accessed from the building's fire-isolated stairs are not required to be

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	Essential Fire Safety Measures	Standard of Performance
		opened during testing of the stair pressurisation system in accordance with AS/NZS 1668.1:2015.
18.	Paths of Travel	EP&A Reg 2000 Clause 186 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Maximum travel distance between a sole-occupancy unit entrance doorway and a fire isolated exit or point of choice in the residential corridors is up to 12 m instead of 6 m. ▪ The following areas exceed the maximum allowable travel distance: Basement 1 I. Travel distance to a point of choice of 30m in lieu of 20m II. Travel distance to an exit 55 metres in lieu of 40m Basement 2-4 I. Travel distance to a point of choice is up to 32m in lieu of 20m II. Distance between alternative exits is up to 73m in lieu of 60m III. Travel distance is up to 43m in lieu of 40m Building 1 I. Level 3-10: Travel distance to a point of choice is up to 8m to an exit in lieu of 6m Building 2 I. Level 1-35: Travel distance to a single exit is up to 12m to an exit in lieu of 6m Building 3 I. Level 1-7: Travel distance to single exit is up to 12m in lieu of 6m. II. Level 8-9: Travel distance to single exit is up to 9m in lieu of 6m. Building 5 I. Level 1-10:Travel distance to a single exit is up to 12m to an exit in lieu of 6m II. Level 11-23: Travel distance to a single exit is up to 10m to an exit in lieu of 6m ▪ Basement levels 1, 2 and 3 will be partially handed over (occupied) with buildings 1 and 2. During the partial handover stage the maximum travel distances to the nearest exit will not be increased and maximum travel distances to a point of choice will be less than 20m. The maximum travel distance between exits will be increased to 90m instead of 73m, ▪ The residential corridors on each level within Building 2 and 5 may be extended up to 59 m in total length and are not required to be smoke separated into 40 m intervals. ▪ Discharge from fire-isolated exits must comply with clause D1.7(c) of the BCA, with the ▪ exception that the paths of travel from the discharge locations of buildings 2, 3 and 5 (B2, B3 and B5) may pass within 6m of unprotected openings ▪ Two alternative paths of travel in opposite directions leading to a road or open space must be provided from the discharge location of Building 5

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19.	Portable Fire Extinguishers	BCA 2016 Clause E1.6 & AS 2444 – 2001
20.	Pressurising Systems	BCA 2016 Clause E2.2 & AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All fire-isolated stairs serving the basement levels must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. With exception to an airflow of 1m/s to be maintained from the fire isolated stair through each doorway into the fire affected level, when tested in accordance with the following: I. The exit doorway into the fire-isolated stair on the level above the fire affected level is in the open position. II. The discharge door from the fire-isolated stair to outside is in the open position. ▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution. ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. FRNSW management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The access doors to the naturally ventilated mechanical plant rooms, which are directly accessed from the building's fire-isolated stairs are not required to be opened during testing of the stair pressurisation system in accordance with AS/NZS 1668.1:2015.
21.	Required Exit Doors (power operated)	BCA 2016 Clause D2.19
22.	Smoke Hazard Management System	BCA 2016 Part E2 & AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All fire-isolated stairs, including associated passages and lobbies serving any storey above an effective height of 25 m, must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. ▪ All fire-isolated stairs serving the basement levels must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. With exception to an airflow of 1m/s to be maintained from the fire isolated stair through each doorway into the fire affected level, when tested in accordance with the following: I. The exit doorway into the fire-isolated stair on the level above the fire affected level is in the open position. II. The discharge door from the fire-isolated stair to outside is in the open position.

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		▪ A car park mechanical ventilation system must be provided in accordance with AS1668.1-2015 with exception to jet-fans which are provided to the car park basement levels, which must comply with the following: I. Jet-fans are to be located in driveways and access ways and not above car parking spaces or other areas where there are non-transient fire loads. II. Jet-fans are to be located between rows of sprinklers. Any sprinkler head in the jet stream of a jet-fan in the downstream side of the fan is to be located a minimum of 2.5m from the jet-fan. III. Jet-fans are to shut down upon the detection of fire within the car park including activation of the sprinkler system. Dedicated detectors are to be located within each jet-fan (i.e. duct probe detectors). IV. Manual control of a group (or groups) of jet-fans is to be provided for fire fighters at the fire fan control panel (FFCP) so that all the jet-fans can be used during fire brigade intervention if required. V. The jet-fan flow rate is not to exceed the maximum air flow rate of 1200 L/s advised by the supplier. ▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution. ▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution. ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. FRNSW management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft

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	Essential Fire Safety Measures	Standard of Performance
		III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours. II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall. IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab VI. The room is accessed via a -/120/30 FRL fire door with a security lock. VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The access doors to the naturally ventilated mechanical plant rooms, which are directly accessed from the building's fire-isolated stairs are not required to be opened during testing of the stair pressurisation system in accordance with AS/NZS 1668.1:2015.
23.	Smoke Dampers	BCA 2016 Spec E2.2a & AS/NZS 1668.1 – 2015
24.	Smoke Detectors and Heat Detectors	BCA 2016 Spec E2.2a & AS 1670.1-2015, AS/NZS 1668.1-2015
25.	Smoke Doors	BCA 2016 Spec. C3.4 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All doorways from apartments and rooms including but not limited to garbage/storage spaces on the residential levels of the building must be protected by FRL -/60/30 self-closing fire rated doors and be provided with medium temperature smoke seals ▪ Where medium temperature smoke seals are required to be fitted, they must be selected such that when fitted to a single-leaf door and tested in accordance with AS 1530.7–2007, they achieve a maximum total leakage rate of 25 m3/h, corrected to STP, at a pressure differential of 25 Pa after more than 30 minutes exposure to 200°C (as per AS 6905–2007). ▪ Signage must be provided on any door leading to the fire control from 'New Street' stating 'ACCESS TO FIRE CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. Services cupboards in public corridors are lined with materials deemed non-combustible by BCA clause C1.12. ▪ Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable ▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA.

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	Essential Fire Safety Measures	Standard of Performance
		II. The condenser decks are vertically aligned to create a fire rated shaft. The condenser decks are fire separated from the residential corridors with -/120/120 FRL walls, from other service shafts with -/90/90 FRL construction and at floor level by a 90/90/90 FRL floor slab. The rooms are accessed via a -/60/30 FRL fire door.
26.	Warning and Operational Signs	EP&A Reg 2000 Clause 183, BCA Clause C3.6, D2.23, E3.3 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Signage must be provided on any door leading to the fire control from 'New Street' stating 'ACCESS TO FIRE CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Signage must be provided on any door leading to the fire pump, other than the pump room door, stating 'TO COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. Signage must be provided on the pump room door stating 'COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background ▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. Fire control room containing FIP II. Sub-fire indicator panels within the main entrance lobbies of building 1, 2 and 5 (B1, B2 and B5) III. Fire brigade combined booster assembly IV. Fire sprinkler and hydrant valve room V. Fire pump room. VI. Fire tank. ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states -— WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS

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	Essential Fire Safety Measures	Standard of Performance
		VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ The basement levels must achieve full coverage from internal fire hydrants. Due to the extended travel distances, additional fire hydrants may be required in accordance with Clause 3.2.2.2 of AS2419.1-2005. Floor specific block plans which have a minimum A3 in size must be installed adjacent to the internal fire hydrants located within the fire-isolated stairs
27.	Management in Use	Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution– see Figure 19 and Figure 20. ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. Management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states -— WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place

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	Essential Fire Safety Measures	Standard of Performance
		anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ The residential entry lobbies adjacent to the point of discharge from buildings 2 and 3 must not contain any stored combustible materials or furnishings ▪ The Skybridge located on level 9 and connecting the building 3 residential communal area and building 5 residential corridor is not required to be fire separated from building 3 and building 5 (see Figure 14 and Figure 15) providing that: I. The Skybridge is provided with natural ventilation to the eastern elevation. II. The building's maintenance procedures require that the Skybridge is kept clear of stored items. III. In the event of sprinkler activation within the link bridge, both building 3 and building 5 must be evacuated. ▪ The building is provided with internal green wall systems used as an internal wall lining that do not meeting the requirements of clause C1.10 and specification C1.10 on the basis that they do not have a group classification when classified in accordance with AS 5637.1-2015. The green wall systems comprise vegetation, planting medium, irrigation tubes and a supporting frame which are combustible. The green walls are required to be maintained to assure that the vegetation remains hydrated with all reasonable measures undertaken to reduce the occurrence of dead or dry vegetation. The required maintenance measures are inclusive of but not restricted to: I. The vegetation is to be regularly pruned with dead and dry vegetation removed. II. A drip irrigation system is provided to automatically provide scheduled watering of the vegetation in addition to manual watering and general maintenance. III. Records of scheduled maintenance undertaken are to be continually kept up to date and be available for inspection for renewal of the building's annual fire safety certificate. IV. Maintenance of the green wall systems must be undertaken in accordance with a perpetual agreement between the building owner, strata committee, body corporation and maintenance contractor. V. The automatic irrigation system must provide sufficient hydration to the planting medium at pre-scheduled times, negating the need for manual and regular watering of the plants by maintenance personnel. VI. The building's management plan must incorporate the required maintenance procedures. VII. The community space where the green walls are located forms an extension of the residential corridor and is therefore required to be maintained clear of stored materials.
28.	Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020	▪ The basement car parking areas must be provided with hard, non-combustible lining materials throughout

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	Essential Fire Safety Measures	Standard of Performance
		▪ Connecting shafts and separating floors at the basement car park levels must be fire rated with exception to vehicle ramp openings. The area of the glazed openings considered must not be reduced by more than 15%. If the opening area is reduced by more than the accepted tolerance, the calculations within this report must be revised to determine if an adequate level of performance is achieved. The openings areas considered are listed below. In the event of any significant reduction to the opening areas for the retail unit, a review of the worst-case fire scenario must be undertaken.

Combined width	Height	Opening area	Minimum opening area permitted
72m	2.8m	201.6m2	170m2

- All sole-occupancy units must be provided with fire-rated bounding construction in accordance with specification C1.1 and clause C3.11 of the BCA – ie construction achieving an FRL of 90/90/90 if loadbearing and -/60/60 if non-loadbearing
- The fire resistance levels (FRLs) of the building elements associated with the retail area at basement level 1 and the bicycle parking at level 1 must be designed in accordance with the requirements of specification C1.1 of the BCA for type A construction, with the exception that the minimum FRL criteria for any element is 120 minutes – eg if an element is required to achieve an FRL of 180/120/90 it can be reduced to 120/120/90
- The retail area at basement level 1 and bicycle parking area must be separated from the other classifications on the storey by a fire wall that achieves an FRL of not less than 120/120/120
- The basement car parking areas must be provided with hard, non-combustible lining materials throughout.
- Internal fire rated walls between sole-occupancy units and public corridors must extend to the external curtain wall system and slab edge, with exception to where internal fire rated walls adjoin aluminium external wall mullions.
    I. The mullions must be packed with non-combustible mineral wool. The mineral wool must be compressed by not less than 10% within the mullion.
    II. The gap between the fire-rated Hebel wall and the aluminium mullion must be provided with a suitable intumescent based sealant.
    III. The aluminium mullion must be mechanically fixed to the concrete slabs at the top and bottom.

  Note: The intumescent based sealant must achieve a minimum FRL of 90/90/90. The sealant may be tested to a prototype that is not identical to the proposed construction detail.
- The steel structure located on the west elevation of levels 25-35 of building 2 are not required to be fire resisting, providing that:
    I. The steel platforms are provided with sprinkler protection
    II. The steel structure is separated from the rest of the building by bounding construction (fire rated

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	Essential Fire Safety Measures	Standard of Performance
		walls) achieving a minimum FRL of -/60/60 (it is noted that construction documentation shows an FRL of 90/90/90 to the isolated fire-stair). III. Fire rated access doors to the steel platforms must always be locked, except when accessed by authorised personnel only. IV. The steel platforms are provided with alarm sounders interfaced with the building's SSISEP. V. Structural failure in the event of a fire will be localised to the steel structure only and not impact the concrete structure. VI. Exit discharge points from the building are not located directly beneath the steel structure ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ Dincel® and AFS Rediwall® core-filled polymer formwork systems may be used for both loadbearing and non-loadbearing walls and columns that are I. internal and have a required fire rating, II. provide support to a building element with a require fire rating or III. form part of a lift shaft. IV. The location of the proposed systems is V. The nominated systems are not permitted to be used as part of an external wall. ▪ The Skybridge located on level 9 and connecting the building 3 residential communal area and building 5 residential corridor is not required to be fire separated from building 3 and building 5 (see Figure 14 and Figure 15) providing that: I. The Skybridge is provided with natural ventilation to the eastern elevation. II. The building's maintenance procedures require that the Skybridge is kept clear of stored items. III. In the event of sprinkler activation within the link bridge, both building 3 and building 5 must be evacuated. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours. II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall.

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	Essential Fire Safety Measures	Standard of Performance
		IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab VI. The room is accessed via a -/120/30 FRL fire door with a security lock. VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The plastic conduits containing electrical and communications cables cast in the concrete floor slabs between the public corridors / risers and the residential sole occupancy units must comply with the following: I. The conduits must not: a) exceed 32mm in diameter b) connect more than one residential sole occupancy unit c) be cut flush at the slab penetrations at the unit sides II. The conduits are to be fire stopped with an appropriate acrylic based sealant at the corridor / riser end. III. The conduits are not required to be fire stopped at the sole occupancy unit side of the penetration IV. The sealant must be installed to the full depth of the concrete recess in the slab and compressed against the concrete soffit in order to achieve the maximum sealant depth possible within the concrete soffit V. The electrical and communications cupboards are prohibited from the storage of materials. ▪ The residential balconies include rainwater downpipes which penetrate through balcony slabs at each level. These penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. ▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. I. The condenser decks are vertically aligned to create a fire rated shaft. The condenser decks are fire separated from the residential corridors with -/120/120 FRL walls, from other service shafts with -/90/90 FRL construction and at floor level by a 90/90/90 FRL floor slab. The rooms are accessed via a -/60/30 FRL fire door. ▪ Concealed access cupboards located within the residential corridors, are not required to be fire or smoke separated. Sprinkler coverage may be achieved by sprinkler heads located in the public corridors (dedicated heads are not required).
29.	Fire Engineering Report prepared by ACT, Issue Number 03, dated 23 January 2020	Fire rated mastic to be provided in lieu of C3.15 tested system for WaterPex (PEX B) & GasPex (PEX/AL/PEX) pipework located in the concrete slab rated up to 120/120/120.

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Fire Safety Certificate

Approved under the Environmental Planning and Assessment Regulation 2000.

How to complete this form

1. Please print in CAPITAL LETTERS.
2. Please complete all relevant Sections in full.

Section 1: Type of Certificate

This is: ☐ an interim fire safety certificate ☒ a final fire safety certificate (mark applicable box)

Section 2: Building to subject of this certificate

Street No	Street Name	Suburb	Postcode
2	FIGTREE DRIVE	SYDNEY OLYMPIC PARK	2127

Lot No	DP/SP	Building Name
LOT 22 AND PART LOT 10	787402 AND 1185060	PAVILIONS

This certificate applies to: ☒ the whole building ☐ part of the building (mark applicable box)

Section 3: Description of building or part the subject of this certificate

Storeys above ground in the building (No.)	Storeys below ground in the building (No.)
36	4

If this certificate relates to a part of the building – describe that part and its location in the building

FINAL OC ALL OF WORKS

Uses of building or part the subject to this certificate (e.g. retail, offices, residential, assembly, carparking)

RESIDENTIAL AND CARPARKING

Section 4: Name and address of the owners' of the building or part

Title	Given Name/s	Family Name	
	MIRVAC PROJECTS PTY LTD		
Street No.	**Street Name**	**Suburb**	**Postcode**
L28, 200	GEORGE STREET	SYDNEY	2000

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Section 5: Fire Safety Measures

1. All essential fire safety measures for the building must be listed for a final fire safety certificate
2. All essential fire safety measures for the relevant part of the building must be listed for an interim fire safety certificate

Fire Safety Measure	Status*	Date**	Minimum Standard of Performance
Access Panels, Doors and Hoppers	N	**11/09/2020**	BCA 2016 Clause C3.13
Automatic Fail Safe Devices	N	**11/09/2020**	BCA 2016 Clause D2.19 & D2.21 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states — WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm

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			in total) and be in yellow and black.
Automatic Fire Detection and Alarm System	N	**11/09/2020**	BCA 2016 Spec. E2.2a & AS 1670.1 – 2015, AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states — WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ Sub-fire indicator panels must be provided to the main entry lobbies of buildings 1, 2 and 5 (B1, B2 and B5). ▪ A red external strobe must be provided above the entrance of the fire control

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			room facing the street, as required by AS1670.1-2015, which is for fire brigades to easily locate the fire control room when approaching the site. ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. A smoke detector is to be provided within each non-sprinkler-protected electrical and / or communications services cupboard within the public corridors. ▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. Fire control room containing FIP II. Sub-fire indicator panels within the main entrance lobbies of building 1, 2 and 5 (B1, B2 and B5) III. Fire brigade combined booster assembly IV. Fire sprinkler and hydrant valve room V. Fire pump room. VI. Fire tank. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection.
Automatic Fire Suppression System	N	**11/09/2020**	BCA 2016 Spec. E1.5, AS 2118.1 – 1999, AS 2118.6-2012 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Note: Each departure listed below has been addressed as part of a performance solution in order to achieve

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			compliance with BCA under the general provisions listed in section A0.1 and A0.2. Where a departure from the deemed-to-satisfy provisions of the BCA has been addressed by a performance solution which meets the requirements of A0.3 and A0.5, the concessions listed within the BCA for the provision of a sprinkler system are considered to remain applicable. ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states — WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ Listed, quick-response sprinkler heads in accordance with AS 4118.1.1 must be

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			provided within the basement car park - standard response sprinkler heads may be provided to plant rooms, back-of-house storage areas, any area classified as "high-hazard" by AS 2118.1-1999 and concealed spaces and the like ▪ Sprinklers located within the basement car park areas must be spaced on a 4 m x 3 m grid in accordance with the requirements of AS 2118.1-1999 for an ordinary hazard 2 occupancy. Extended spacing of sprinkler heads is not permissible. ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. The service cupboards provided with obstructed sprinkler coverage within the residential corridors are restricted to an area less than 2.5 m2. II. A smoke detector is to be provided within each non-sprinkler-protected electrical and / or communications services cupboard within the public corridors. III. The services cupboards are provided with horizontal (floor) fire-stopping at each level to the required FRLs of Specifications of C1.1. IV. Services cupboards in public corridors are lined with materials deemed non-combustible by BCA clause C1.12. V. Sprinklers are provided in the public corridors at residential levels which will provide a degree of coverage when the service cupboards doors are in the open position. VI. Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable ▪ Cupboards (including laundry cupboards) within residential apartments are permitted to not be provided with sprinkler protection within the enclosure where the following applies: I. The cupboards provided within the residential apartments are restricted to an area less than 2.5 m2. II. Sprinklers are provided in the adjoining room which will

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			provide protection to the enclosures when the cupboard/wardrobe doors are in the open position. ▪ Sprinkler coverage within residential bathrooms will be partially obstructed by fixed glazed screens around shower cubicles. Full sprinkler coverage must be provided to the remainder of the bathrooms and en-suites within the residential apartments. ▪ The combined fire hydrant / sprinkler system ring main may cross into the same stair / compartment on alternate levels within the fire-isolated scissor stairs serving the residential levels only ▪ Sprinklers are not required to be installed beneath the external covered walkways and canopies, provided that they are of non-combustible construction and kept clear of combustible materials. ▪ Sprinkler coverage must be provided to the steel platforms located on the west elevation of levels 25-35 of building 2 ▪ The Skybridge located on level 9 and connecting the building 3 residential communal area and building 5 residential corridor is not required to be fire separated from building 3 and building 5 (see Figure 14 and Figure 15) providing that: I. The Skybridge is provided with natural ventilation to the eastern elevation. II. The building's maintenance procedures require that the Skybridge is kept clear of stored items. III. In the event of sprinkler activation within the link bridge, both building 3 and building 5 must be evacuated. Concealed access cupboards located within the residential corridors, are not required to be fire or smoke separated. Sprinkler coverage may be achieved by sprinkler heads located in the public corridors (dedicated heads are not required).
Emergency Lifts	N	**11/09/2020**	BCA 2016 Clause E3.4 & AS 1735.2 – 2001
Emergency Lighting	N	**11/09/2020**	BCA 2016 Clause E4.2, E4.4 & AS/NZS 2293.1 – 2005
EWIS (Sound Systems and Intercom Systems for Emergency Purpose)	N	**11/09/2020**	BCA 2016 Clause E4.9 & AS 1670.4 - 2015 & AS 4428.4-2004 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Sound pressure level of 65 dB(A) not being achieved within the balconies to the residential apartments ▪ A sound system and intercom system for emergency purposes in accordance

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			with clause E4.9 of the BCA and AS 1670.4-2015 with pre-recorded verbal evacuation message must be provided throughout the building with exception to the following, which are addressed via a performance solution: I. Speech intelligibility requirements under clause 4.3.8 of the standard need not be met within the carpark areas on levels 3 to 6. II. A compliant sound pressure level will be achieved at the residential balconies when the balcony doors (to the apartment) are open. III. The alarm will be audible at the residential balconies at all times, such that occupants are capable of recognising the fire alarm tones and voice message. Fire protection systems ▪ In the event of an alarm within any level of the basement car park, all levels of the basement car park must be evacuated simultaneously ▪ The steel platforms located on the west elevation of levels 25-35 of building 2 must be provided with alarm sounders interfaced with the building's SSISEP
Exit Signs	N	**11/09/2020**	BCA 2016 Clauses E4.5, NSW E4.6 & E4.8 and AS/NZS 2293.1 – 2005 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Clause E4.7(a) which allows the omission of illuminated exit signage in class 2 buildings, is not permissible as part of the performance solution. All exit signage must be illuminated
Fire Control Rooms	N	**11/09/2020**	BCA 2016 Spec. E1.8 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The Fire control room will be located under Building 5 ▪ The building is required to be provided with a fire control room in accordance with clause E1.8 of the BCA. The fire control room must be accessible from Figtree Drive and 'New Street' ▪ The access road ('New Street') to the fire control room must be maintained clear for fire truck turning requirements. ▪ Signage must be provided on any door leading to the fire control room stating 'ACCESS TO FIRE CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background.

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			▪ Sub-fire indicator panels must be provided to the main entry lobbies of buildings 1, 2 and 3 (B1, B2 and B3). ▪ A red external strobe must be provided above the entrance of the fire control room and be visible from the street, as required by AS1670.1-2015, which is for fire brigades to easily locate the fire control room when approaching the site. ▪ Signage must be provided on any door leading to the fire pump, other than the pump room door, stating 'TO COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. Signage must be provided on the pump room door stating 'COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. fire control room containing FIP II. sub-fire indicator panels within the main entrance lobbies of building 1, 2 and 3 (B1, B2 and B3) III. fire brigade combined booster assembly IV. fire sprinkler and hydrant valve room V. fire pump room. VI. fire tank.
Fire Blankets	N	**11/09/2020**	BCA 2016 & AS 2444 – 2001
Fire Dampers	N	**11/09/2020**	BCA 2016 Clause C3.15, AS/NZS 1668.1 – 2015 & AS 1682.1 & 2 – 1990 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no

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			other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection.
Fire Doors	N	**11/09/2020**	BCA 2016 Clause C3.2, C3.4, C3.5 & C3.8, Spec C3.4 and AS 1905.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All doorways from apartments and rooms including but not limited to garbage/storage spaces on the residential levels of the building must be protected by FRL -/60/30 self-closing fire rated doors and be provided with medium temperature smoke seals ▪ Any door opening onto a car park from any fire-isolated stair must be a self-closing fire door achieving a fire resistance level (FRL) of not less than -/60/30 ▪ Where medium temperature smoke seals are required to be fitted, they must be selected such that when fitted to a single-leaf door and tested in accordance with AS 1530.7-2007, they achieve a maximum total leakage rate of 25 m3/h, corrected to STP, at a pressure differential of 25 Pa after more than 30 minutes exposure to 200°C (as per AS 6905-2007). ▪ Signage must be provided on any door leading to the fire control from 'New Street' stating 'ACCESS TO FIRE CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. Services cupboards in public corridors are lined with materials deemed non-combustible by BCA clause C1.12. ▪ Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full

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			coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states — WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours. II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall. IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab

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			VI. The room is accessed via a -/120/30 FRL fire door with a security lock. VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. I. The condenser decks are vertically aligned to create a fire rated shaft. The condenser decks are fire separated from the residential corridors with -/120/120 FRL walls, from other service shafts with -/90/90 FRL construction and at floor level by a 90/90/90 FRL floor slab. The rooms are accessed via a -/60/30 FRL fire door.
Fire Hose Reels	N	**11/09/2020**	BCA 2016 Clause E1.4 & AS 2441 – 2005
Fire Hydrant System	N	**11/09/2020**	BCA 2016 Clause E1.3 & AS 2419.1 – 2005 Amdt 1 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ With the following exceptions: I. The combined booster assembly is not provided with fire rated protection extending 2 m on each side of and 3 m above the upper hose connections in the booster assembly. The combined booster assembly is located at the corner of Fig Tree Drive and 'New Street'. Note: A temporary combined booster, achieving the same requirements, will be located on Figtree Drive prior to full occupation of the building. II. The internal fire hydrants within the Building 1 fire-isolated stair serving levels 10 and 12 may be located on a landing that is two steps above the floor level they serve. III. The combined fire hydrant / sprinkler system ring main may cross into the same stair / compartment on alternate levels within the fire-isolated scissor stairs serving the residential levels only

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			▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. Fire control room containing FIP II. Sub-fire indicator panels within the main entrance lobbies of building 1, 2 and 5 (B1, B2 and B5) III. Fire brigade combined booster assembly IV. Fire sprinkler and hydrant valve room V. Fire pump room. VI. Fire tank. ▪ The basement levels must achieve full coverage from internal fire hydrants. Due to the extended travel distances, additional fire hydrants may be required in accordance with Clause 3.2.2.2 of AS2419.1-2005. Floor specific block plans which have a minimum A3 in size must be installed adjacent to the internal fire hydrants located within the fire-isolated stairs ▪ Note: that the combined fire hydrant booster assembly connections and all fire hydrant valves must be fitted with 65 mm Storz hermaphrodite delivery couplings manufactured and installed in accordance Fire and Rescue NSW technical information sheet 'FRNSW compatible hose connections' D15/45534 version 6 dated 11 April 2017 for more information
Fire Seals, Collars	N	**11/09/2020**	BCA 2016 Clause C3.15, C3.16 & AS 1530.4 – 2014 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Building service cupboards within public corridors at residential levels are permitted to have obstructed sprinkler coverage where the following applies: I. The services cupboards are provided with horizontal (floor) fire-stopping at each level to the required FRLs of Specifications of C1.1. II. Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire

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			rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ The plastic conduits containing electrical and communications cables cast in the concrete floor slabs between the public corridors / risers and the residential sole occupancy units must comply with the following: I. The conduits must not: a) exceed 32mm in diameter b) connect more than one residential sole occupancy unit c) be cut flush at the slab penetrations at the unit sides II. The conduits are to be fire stopped with an appropriate acrylic based sealant at the corridor / riser end. III. The conduits are not required to be fire stopped at the sole occupancy unit side of the penetration IV. The sealant must be installed to the full depth of the concrete recess in the slab and compressed against the concrete soffit in order to achieve the maximum sealant depth possible within the concrete soffit V. The electrical and communications cupboards are prohibited from the storage of materials. ▪ The residential balconies include rainwater downpipes which penetrate through balcony slabs at each level. These penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. ▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the

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			concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. Fire Engineering Report prepared by ACT, Issue Number 03, dated 23 January 2020 ▪ Fire rated mastic to be provided in lieu of C3.15 tested system for WaterPex (PEX B) & GasPex (PEX/AL/PEX) pipework located in the concrete slab rated up to 120/120/120.
Lightweight Construction	N	**11/09/2020**	BCA 2016 Clause C1.8, C3.17 & AS 1530.3 – 1999
Mechanical Air Handling System	N	**11/09/2020**	BCA 2016 Clause E2.2, AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All fire-isolated stairs, including associated passages and lobbies serving any storey above an effective height of 25 m, must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. ▪ All fire-isolated stairs serving the basement levels must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. With exception to an airflow of 1m/s to be maintained from the fire isolated stair through each doorway into the fire affected level, when tested in accordance with the following: I. The exit doorway into the fire-isolated stair on the level above the fire affected level is in the open position. II. The discharge door from the fire-isolated stair to outside is in the open position. ▪ A car park mechanical ventilation system must be provided in accordance with AS1668.1-2015 with exception to jet-fans which are provided to the car park basement levels, which must comply with the following: I. Jet-fans are to be located in driveways and access ways and not above car parking spaces or other areas where there are non-transient fire loads. II. Jet-fans are to be located between rows of sprinklers. Any sprinkler head in the jet stream of a jet-fan in the downstream side of the fan is to be located a minimum of 2.5m from the jet-fan.

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			III. Jet-fans are to shut down upon the detection of fire within the car park including activation of the sprinkler system. Dedicated detectors are to be located within each jet-fan (i.e. duct probe detectors). IV. Manual control of a group (or groups) of jet-fans is to be provided for fire fighters at the fire fan control panel (FFCP) so that all the jet-fans can be used during fire brigade intervention if required. V. The jet-fan flow rate is not to exceed the maximum air flow rate of 1200 L/s advised by the supplier. ▪ The Intake louvres at the external face of the building and serving the building ' s stair pressurisation fan rooms are not required (see Figure 6 and Figure 7) to be fire resisting, providing that: I. The fan room is provided with Group 1 lining materials only in accordance with table 3 of specification C1.10. II. Electrical wiring may be installed if the wiring is associated with the pressurisation system serving the fire isolated exit, in accordance with clause C3.9 of the BCA. III. Signage shall be provided within the rooms stating that storage is not permitted ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. FRNSW management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with

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			a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours. II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall. IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab VI. The room is accessed via a -/120/30 FRL fire door with a security lock. VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The access doors to the naturally ventilated mechanical plant rooms, which are directly accessed from the building's fire-isolated stairs are not required to be opened during testing of the stair pressurisation system in accordance with AS/NZS 1668.1:2015.
Paths of Travel	N	**11/09/2020**	EP&A Reg 2000 Clause 186 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Maximum travel distance between a sole-occupancy unit entrance doorway and a fire isolated exit or point of choice in the residential corridors is up to 12 m instead of 6 m. ▪ The following areas exceed the maximum allowable travel distance:

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			Basement 1 I. Travel distance to a point of choice of 30m in lieu of 20m II. Travel distance to an exit 55 metres in lieu of 40m Basement 2-4 I. Travel distance to a point of choice is up to 32m in lieu of 20m II. Distance between alternative exits is up to 73m in lieu of 60m III. Travel distance is up to 43m in lieu of 40m Building 1 I. Level 3-10: Travel distance to a point of choice is up to 8m to an exit in lieu of 6m Building 2 I. Level 1-35: Travel distance to a single exit is up to 12m to an exit in lieu of 6m Building 3 I. Level 1-7: Travel distance to single exit is up to 12m in lieu of 6m. II. Level 8-9: Travel distance to single exit is up to 9m in lieu of 6m. Building 5 I. Level 1-10:Travel distance to a single exit is up to 12m to an exit in lieu of 6m II. Level 11-23: Travel distance to a single exit is up to 10m to an exit in lieu of 6m ▪ Basement levels 1, 2 and 3 will be partially handed over (occupied) with buildings 1 and 2. During the partial handover stage the maximum travel distances to the nearest exit will not be increased and maximum travel distances to a point of choice will be less than 20m. The maximum travel distance between exits will be increased to 90m instead of 73m, ▪ The residential corridors on each level within Building 2 and 5 may be extended up to 59 m in total length and are not required to be smoke separated into 40 m intervals. ▪ Discharge from fire-isolated exits must comply with clause D1.7(c) of the BCA, with the ▪ exception that the paths of travel from the discharge locations of buildings 2, 3 and 5 (B2, B3 and B5) may pass within 6m of unprotected openings ▪ Two alternative paths of travel in opposite directions leading to a road or

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			open space must be provided from the discharge location of Building 5
Portable Fire Extinguishers	N	**11/09/2020**	BCA 2016 Clause E1.6 & AS 2444 – 2001
Pressurising Systems	N	**11/09/2020**	BCA 2016 Clause E2.2 & AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All fire-isolated stairs serving the basement levels must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. With exception to an airflow of 1m/s to be maintained from the fire isolated stair through each doorway into the fire affected level, when tested in accordance with the following: I. The exit doorway into the fire-isolated stair on the level above the fire affected level is in the open position. II. The discharge door from the fire-isolated stair to outside is in the open position. ▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution. ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. FRNSW management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The access doors to the naturally ventilated mechanical plant rooms, which are directly accessed from the building's fire-isolated stairs are not required to be opened during testing of the stair pressurisation system in accordance with AS/NZS 1668.1:2015.
Required Exit Doors (power operated)	N	**11/09/2020**	BCA 2016 Clause D2.19
Smoke Hazard Management System	N	**11/09/2020**	BCA 2016 Part E2 & AS/NZS 1668.1 – 2015 & Fire Engineering Report, prepared by

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			Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All fire-isolated stairs, including associated passages and lobbies serving any storey above an effective height of 25 m, must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. ▪ All fire-isolated stairs serving the basement levels must be provided with a stair pressurisation system in accordance with table E2.2a and AS/NZS 1668.1-2015. With exception to an airflow of 1m/s to be maintained from the fire isolated stair through each doorway into the fire affected level, when tested in accordance with the following: I. The exit doorway into the fire-isolated stair on the level above the fire affected level is in the open position. II. The discharge door from the fire-isolated stair to outside is in the open position. ▪ A car park mechanical ventilation system must be provided in accordance with AS1668.1-2015 with exception to jet-fans which are provided to the car park basement levels, which must comply with the following: I. Jet-fans are to be located in driveways and access ways and not above car parking spaces or other areas where there are non-transient fire loads. II. Jet-fans are to be located between rows of sprinklers. Any sprinkler head in the jet stream of a jet-fan in the downstream side of the fan is to be located a minimum of 2.5m from the jet-fan. III. Jet-fans are to shut down upon the detection of fire within the car park including activation of the sprinkler system. Dedicated detectors are to be located within each jet-fan (i.e. duct probe detectors). IV. Manual control of a group (or groups) of jet-fans is to be provided for fire fighters at the fire fan control panel (FFCP) so that all the jet-fans can be used during fire brigade intervention if required. V. The jet-fan flow rate is not to exceed the maximum air flow rate of 1200 L/s advised by the supplier.

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			▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution. ▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution. ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. FRNSW management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours.

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			II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall. IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab VI. The room is accessed via a -/120/30 FRL fire door with a security lock. VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The access doors to the naturally ventilated mechanical plant rooms, which are directly accessed from the building's fire-isolated stairs are not required to be opened during testing of the stair pressurisation system in accordance with AS/NZS 1668.1:2015.
Smoke Dampers	N	**11/09/2020**	BCA 2016 Spec E2.2a & AS/NZS 1668.1 – 2015
Smoke Detectors and Heat Detectors	N	**11/09/2020**	BCA 2016 Spec E2.2a & AS 1670.1-2015, AS/NZS 1668.1-2015
Smoke Doors	N	**11/09/2020**	BCA 2016 Spec. C3.4 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ All doorways from apartments and rooms including but not limited to garbage/storage spaces on the residential levels of the building must be protected by FRL -/60/30 self-closing fire rated doors and be provided with medium temperature smoke seals ▪ Where medium temperature smoke seals are required to be fitted, they must be selected such that when fitted to a single-leaf door and tested in accordance with AS 1530.7-2007, they achieve a maximum total leakage rate of 25 m3/h, corrected to STP, at a pressure differential of 25 Pa after more than 30 minutes exposure to 200°C (as per AS 6905-2007). ▪ Signage must be provided on any door leading to the fire control from 'New Street' stating 'ACCESS TO FIRE CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Building service cupboards within public corridors at residential levels are

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			permitted to have obstructed sprinkler coverage where the following applies: I. Services cupboards in public corridors are lined with materials deemed non-combustible by BCA clause C1.12. ▪ Service cupboards in public corridors are provided with medium temperature smoke seals to the top and sides and are to be lockable ▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. II. The condenser decks are vertically aligned to create a fire rated shaft. The condenser decks are fire separated from the residential corridors with -/120/120 FRL walls, from other service shafts with -/90/90 FRL construction and at floor level by a 90/90/90 FRL floor slab. The rooms are accessed via a -/60/30 FRL fire door.
Warning and Operational Signs	N	**11/09/2020**	EP&A Reg 2000 Clause 183, BCA Clause C3.6, D2.23, E3.3 & Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ Signage must be provided on any door leading to the fire control from 'New Street' stating 'ACCESS TO FIRE CONTROL ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. ▪ Signage must be provided on any door leading to the fire pump, other than the pump room door, stating 'TO COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background. Signage must be provided on the pump room door stating 'COMBINED FIRE HYDRANT AND SPRINKLER PUMP ROOM' in lettering not less than 50 mm high in a colour contrasting with the background ▪ Site plans (block plans) with an A3 minimum size must indicate and be located at the following fire protection equipment: I. Fire control room containing FIP II. Sub-fire indicator panels within the main entrance lobbies of

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			building 1, 2 and 5 (B1, B2 and B5) III. Fire brigade combined booster assembly IV. Fire sprinkler and hydrant valve room V. Fire pump room. VI. Fire tank. ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states — WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ The basement levels must achieve full coverage from internal fire hydrants. Due to the extended travel distances,

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			additional fire hydrants may be required in accordance with Clause 3.2.2.2 of AS2419.1-2005. Floor specific block plans which have a minimum A3 in size must be installed adjacent to the internal fire hydrants located within the fire-isolated stairs
Management in Use	N	**11/09/2020**	Fire Engineering Report, prepared by Warringtonfire, Revision 1.14 dated 27 May 2020: ▪ The retail unit at basement level 1 and bicycle storage area at basement level 1 are not required to be provided with a zone smoke control system in accordance with table E2.2a of the BCA as this is addressed via a performance solution- see Figure 19 and Figure 20. ▪ FRNSW Recommendations: I. Strict management in use measures be made to prohibit the use of the fan room as any storage. This measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building II. Management in use measures be made to only allow the area for bike storage exclusive storage of bicycles. The measure should be listed as an Essential Fire Safety Measure on the Fire Safety Schedule for the building. ▪ The fire rated roller door separating the retail tenancy and back-of-house corridor, must achieve a minimum fire rating of -/120/-, ie it is not required to achieve a fire insulation rating, providing that: I. Pendent sprinklers complying with AS 2118.1 must be provided on either side of the roller shutter and provide full coverage to both faces of the roller shutter. II. The automatic closing operation must be initiated in accordance with clause C3.5 of the BCA, by the activation of a smoke detector, installed in accordance with the relevant provisions of AS 1670.1-2015 and located on each side of the fire wall not more than 1.5m horizontal distance from the opening. III. Activation of the sprinkler system within either compartment must also initiate

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			the automatic closing operation. IV. In the event of power failure to the fire shutter it must fail safe in the closed position. V. Signage must be provided adjacent to the roller shutter on both sides, in text not less than 50mm high and in a colour contrasting with the background which states — WARNING AUTOMATIC FIRE SHUTTER – DO NOT OBSTRUCT KEEP CLEAR OF FURNITURE AND LOOSE ITEMS VI. The area of the floor below the fire shutter must be line marked to inform occupants not to place anything within this zone. The line marking must not be less than 300mm in width on both sides (600mm in total) and be in yellow and black. ▪ The residential entry lobbies adjacent to the point of discharge from buildings 2 and 3 must not contain any stored combustible materials or furnishings ▪ The Skybridge located on level 9 and connecting the building 3 residential communal area and building 5 residential corridor is not required to be fire separated from building 3 and building 5 (see Figure 14 and Figure 15) providing that: I. The Skybridge is provided with natural ventilation to the eastern elevation. II. The building's maintenance procedures require that the Skybridge is kept clear of stored items. III. In the event of sprinkler activation within the link bridge, both building 3 and building 5 must be evacuated. ▪ The building is provided with internal green wall systems used as an internal wall lining that do not meeting the requirements of clause C1.10 and specification C1.10 on the basis that they do not have a group classification when classified in accordance with AS 5637.1-2015. The green wall systems comprise vegetation, planting medium, irrigation tubes and a supporting frame which are combustible. The green walls are required to be maintained to assure that the vegetation remains hydrated with all reasonable measures undertaken to reduce the occurrence of dead or dry vegetation. The required

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			maintenance measures are inclusive of but not restricted to: I. The vegetation is to be regularly pruned with dead and dry vegetation removed. II. A drip irrigation system is provided to automatically provide scheduled watering of the vegetation in addition to manual watering and general maintenance. III. Records of scheduled maintenance undertaken are to be continually kept up to date and be available for inspection for renewal of the building's annual fire safety certificate. IV. Maintenance of the green wall systems must be undertaken in accordance with a perpetual agreement between the building owner, strata committee, body corporation and maintenance contractor. V. The automatic irrigation system must provide sufficient hydration to the planting medium at pre-scheduled times, negating the need for manual and regular watering of the plants by maintenance personnel. VI. The building's management plan must incorporate the required maintenance procedures. VII. The community space where the green walls are located forms an extension of the residential corridor and is therefore required to be maintained clear of stored materials.
Fire Engineering Report prepared by Warringtonfire, Revision 1.14 dated 27 May 2020:	N	**11/09/2020**	▪ The basement car parking areas must be provided with hard, non-combustible lining materials throughout ▪ Connecting shafts and separating floors at the basement car park levels must be fire rated with exception to vehicle ramp openings. The area of the glazed openings considered must not be reduced by more than 15%. If the opening area is reduced by more than the accepted tolerance, the calculations within this report must be revised to determine if an adequate level of performance is achieved. The openings areas considered are listed below. In the event of any significant reduction to

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the opening areas for the retail unit, a review of the worst-case fire scenario must be undertaken.

Combined width	Height	Opening area	Minimum opening area permitted
72m	2.8m	201.6m2	170m2

- All sole-occupancy units must be provided with fire-rated bounding construction in accordance with specification C1.1 and clause C3.11 of the BCA – ie construction achieving an FRL of 90/90/90 if loadbearing and -/60/60 if non-loadbearing
- The fire resistance levels (FRLs) of the building elements associated with the retail area at basement level 1 and the bicycle parking at level 1 must be designed in accordance with the requirements of specification C1.1 of the BCA for type A construction, with the exception that the minimum FRL criteria for any element is 120 minutes – eg if an element is required to achieve an FRL of 180/120/90 it can be reduced to 120/120/90
- The retail area at basement level 1 and bicycle parking area must be separated from the other classifications on the storey by a fire wall that achieves an FRL of not less than 120/120/120
- The basement car parking areas must be provided with hard, non-combustible lining materials throughout.
- Internal fire rated walls between sole-occupancy units and public corridors must extend to the external curtain wall system and slab edge, with exception to where internal fire rated walls adjoin aluminium external wall mullions.
    I. The mullions must be packed with non-combustible mineral wool. The mineral wool must be compressed by not less than 10% within the mullion.
    II. The gap between the fire-rated Hebel wall and the aluminium mullion must be provided with a suitable intumescent based sealant.
    III. The aluminium mullion must be mechanically fixed to the concrete slabs at the top and bottom.

Note: The intumescent based sealant must achieve a minimum FRL of 90/90/90. The sealant may be tested to a prototype that is not identical to the proposed construction detail.

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			▪ The steel structure located on the west elevation of levels 25-35 of building 2 are not required to be fire resisting, providing that: I. The steel platforms are provided with sprinkler protection II. The steel structure is separated from the rest of the building by bounding construction (fire rated walls) achieving a minimum FRL of -/60/60 (it is noted that construction documentation shows an FRL of 90/90/90 to the isolated fire-stair). III. Fire rated access doors to the steel platforms must always be locked, except when accessed by authorised personnel only. IV. The steel platforms are provided with alarm sounders interfaced with the building's SSISEP. V. Structural failure in the event of a fire will be localised to the steel structure only and not impact the concrete structure. VI. Exit discharge points from the building are not located directly beneath the steel structure ▪ The lobby supply riser shafts located within the fire-isolated stairs must be fire rated from the inside (side of the duct) to achieve a minimum -/90/90 FRL. The supply riser is not required to be fire rated from the outside (side of the fire stair) providing that: I. The supply riser ducts within the shaft must be provided with a -/90/- FRL fire damper where it passes from the supply riser shaft into the residential lobby areas, in accordance with clause C3.15(b) of the BCA and AS/NZS 1668.1-2015. II. The supply riser shaft is dedicated to the mechanical supply air ductwork only, no other services are permitted within the shaft III. Public corridors and lobby spaces are provided with AS1670.1-2015 smoke detection. ▪ Dincel® and AFS Rediwall® core-filled polymer formwork systems may be used for both loadbearing and non-loadbearing walls and columns that are I. internal and have a required fire rating,

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			II. provide support to a building element with a require fire rating or III. form part of a lift shaft. IV. The location of the proposed systems is V. The nominated systems are not permitted to be used as part of an external wall. ▪ The Skybridge located on level 9 and connecting the building 3 residential communal area and building 5 residential corridor is not required to be fire separated from building 3 and building 5 (see Figure 14 and Figure 15) providing that: I. The Skybridge is provided with natural ventilation to the eastern elevation. II. The building's maintenance procedures require that the Skybridge is kept clear of stored items. III. In the event of sprinkler activation within the link bridge, both building 3 and building 5 must be evacuated. ▪ Battery units may be located within the mechanical plant rooms containing condenser units (condenser decks) providing that: I. The battery system has a storage capacity of less than 200 kilowatt-hours. II. The condenser units are located at least 1m apart from the battery unit. III. The condenser units are located adjacent to a naturally ventilated external wall. IV. The battery units are located greater than 1m away from the access door. V. The condenser decks are fire separated from the remainder of the building with -/120/120 FRL walls and a 90/90/90 FRL floor slab VI. The room is accessed via a -/120/30 FRL fire door with a security lock. VII. Any lining materials within the condenser deck must achieve a group 1 fire rating in accordance with AS 5637.1-2015. ▪ The plastic conduits containing electrical and communications cables cast in the concrete floor slabs between the public corridors / risers and the residential sole occupancy units must comply with the following: I. The conduits must not:

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			a) exceed 32mm in diameter b) connect more than one residential sole occupancy unit c) be cut flush at the slab penetrations at the unit sides II. The conduits are to be fire stopped with an appropriate acrylic based sealant at the corridor / riser end. III. The conduits are not required to be fire stopped at the sole occupancy unit side of the penetration IV. The sealant must be installed to the full depth of the concrete recess in the slab and compressed against the concrete soffit in order to achieve the maximum sealant depth possible within the concrete soffit V. The electrical and communications cupboards are prohibited from the storage of materials. ▪ The residential balconies include rainwater downpipes which penetrate through balcony slabs at each level. These penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. ▪ The condenser decks located on levels 17-24 of building 2 include condenser pipework which penetrate through the concrete condenser decks between levels. These slab penetrations are not required to be fire stopped in accordance with clause C3.15 of the BCA. I. The condenser decks are vertically aligned to create a fire rated shaft. The condenser decks are fire separated from the residential corridors with -/120/120 FRL walls, from other service shafts with -/90/90 FRL construction and at floor level by a 90/90/90 FRL floor slab. The rooms are accessed via a -/60/30 FRL fire door. ▪ Concealed access cupboards located within the residential corridors, are not required to be fire or smoke separated. Sprinkler coverage may be achieved by sprinkler heads located in the public corridors (dedicated heads are not required).

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Fire Engineering Report prepared by ACT, Issue Number 03, dated 23 January 2020	N	**11/09/2020**	Fire rated mastic to be provided in lieu of C3.15 tested system for WaterPex (PEX B) & GasPex (PEX/AL/PEX) pipework located in the concrete slab rated up to 120/120/120.

Notes

* Indicate whether the measure is new (n), existing (e) or modified (m)

** Date (DD-MM-YYYY) measure was assessed by a properly qualified person

A fire safety certificate must generally deal with all essential fire safety measures in the current fire safety schedule.

However, the certificate need no deal with any measure the subject of some other fire safety certificate or fire safety statement issued within the previous 6 months.

The assessment of a measure must have been carried out within 3 months prior to the date on which this fire safety certificate is issued.

Section 6: Final Fire Safety Certificate Declaration (to be completed where relevant)

I,
being the ☒ owner ☐ owner's agent, certify that:

each essential fire safety measure specified in this certificate:

a) Has been assessed by a properly qualified person, and
b) Was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which this certificate is issued.

Owner/Agent Name	Owner/Agent Signature	Date
Stephen De Pasquale		**11/09/2020**

Section 7: Interim Fire Safety Certificate Declaration (to be completed where relevant)

I, Steven De Pasquale
being the ☐ owner ☐ owner's agent, certify that:

each essential fire safety measure specified in this certificate:

a) Has been assessed by a properly qualified person, and
b) Was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the part of the building for which this certificate relates.

Owner/Agent Name	Owner/Agent Signature	Date

Section 8: Owner's Authorisation (to be completed where the agent makes the declaration in Section 6 or Section 7)

I, being the owner, authorise the agent named in Section 6 or Section 7 to act on my behalf to make the declaration.

Owner Name	Owner Signature	Date

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Section 9: Contact Details of Person Issuing This Certificate

Title	Given Name/s	Family Name
Mr	Steven	De Pasquale
Phone Number		Email Address
9080 8000		Steven.depasquale@mirvac.com

Section 10: Fire Safety Schedule

A current fire safety schedule for the building must be attached to this certificate.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 196/SP101702

SEARCH DATE	TIME	EDITION NO	DATE
15/9/2026	10:12 AM	2	8/2/2022

LAND

LOT 196 IN STRATA PLAN 101702
AT SYDNEY OLYMPIC PARK
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

JEROME RAJAN PIERRE
WAI LENG GERALDINE SAM
AS JOINT TENANTS (T AR871242)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101702
2 SP101702 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glscuted PRINTED ON 15/9/2026

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101702

SEARCH DATE	TIME	EDITION NO	DATE
15/9/2026	10:12 AM	4	24/2/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101702 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SYDNEY OLYMPIC PARK
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101702

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101702
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BRIGHT & DUGGAN
PO BOX 281
CROWS NEST NSW 1585

SECOND SCHEDULE (51 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 DP1252952
3 L827059 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED (DP235225)
4 DP1244955 POSITIVE COVENANT
5 DP1244955 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1249952 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 AP536220 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 AP536220 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 AP536221 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, APPURTENANT TO LEASE AP536221. EXPIRES: 24/6/2069
10 AP536221 EASEMENT FOR ELECTRICITY PURPOSES (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, APPURTENANT TO LEASE AP536221.

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SECOND SCHEDULE (51 NOTIFICATIONS) (CONTINUED)

EXPIRES: 24/6/2069

11 DP1252952 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

12 DP1252952 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED

13 DP1252952 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

14 DP1252952 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

15 DP1252952 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

16 DP1252952 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED

17 DP1252952 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

18 DP1252952 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED

19 DP1252952 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

20 DP1252952 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

21 DP1252952 EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

22 DP1252952 EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

23 DP1252952 EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

24 DP1252952 EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

25 DP1252952 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

26 DP1252952 EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

27 DP1252952 EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

28 DP1252952 EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

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SECOND SCHEDULE (51 NOTIFICATIONS) (CONTINUED)
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29 DP1252952 EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
30 DP1252952 EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
31 DP1252952 EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
32 DP1252952 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED
33 DP1252952 EASEMENT FOR CRANE JIB SWING AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
34 DP1252952 EASEMENT FOR CRANE JIB SWING APPURTENANT TO THE LAND ABOVE DESCRIBED
35 DP1252952 EASEMENT FOR NOISE, VIBRATION AND DUST AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
36 DP1252952 EASEMENT FOR NOISE, VIBRATION AND DUST APPURTENANT TO THE LAND ABOVE DESCRIBED
37 DP1252952 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
38 DP1252952 EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
39 DP1252952 EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
40 DP1252952 EASEMENT FOR GREASE ARRESTOR PUMP OUT PURPOSES 0.25 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
41 DP1252952 POSITIVE COVENANT
42 SP100778 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP100778
43 SP100778 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
44 SP100778 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
45 SP101702 EASEMENT FOR ACCESS TO ROOFTOP AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
46 SP101702 EASEMENT FOR SECURITY AND ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
47 SP101702 EASEMENT FOR TELECOMMUNICATION SERVICES 3.63 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (51 NOTIFICATIONS) (CONTINUED)

		PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
48	SP101702	EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
49	DP1262252	EASEMENT FOR ACCESS 0.925 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
50	AQ815945	CONSOLIDATION OF REGISTERED BY-LAWS
51	AQ815945	INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 101702

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	294	2	363	3	305	4	227
5	292	6	314	7	297	8	287
9	320	10	378	11	292	12	216
13	226	14	189	15	276	16	304
17	323	18	289	19	322	20	379
21	294	22	203	23	227	24	269
25	277	26	305	27	338	28	291
29	323	30	381	31	296	32	204
33	230	34	271	35	279	36	302
37	327	38	292	39	325	40	384
41	297	42	222	43	233	44	273
45	281	46	312	47	328	48	294
49	327	50	384	51	299	52	222
53	235	54	274	55	282	56	314
57	330	58	296	59	328	60	386
61	300	62	209	63	235	64	276
65	284	66	314	67	332	68	297
69	330	70	387	71	302	72	225
73	222	74	277	75	286	76	315
77	333	78	299	79	332	80	389
81	304	82	212	83	238	84	279
85	287	86	317	87	335	88	305
89	333	90	404	91	305	92	215
93	225	94	281	95	289	96	323
97	337	98	302	99	335	100	409
101	307	102	230	103	241	104	281
105	470	106	502	107	337	108	427
109	294	110	292	111	228	112	223
113	225	114	222	115	338	116	342
117	309	118	338	119	429	120	296
121	294	122	245	123	225	124	227
125	222	126	325	127	343	128	309
129	340	130	430	131	297	132	296
133	246	134	227	135	215	136	209

END OF PAGE 4 - CONTINUED OVER

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

STRATA PLAN 101702

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
137	342	138	345	139	307	140	342
141	433	142	299	143	297	144	246
145	228	146	230	147	223	148	343
149	346	150	309	151	343	152	433
153	300	154	299	155	248	156	217
157	218	158	210	159	345	160	348
161	310	162	345	163	435	164	302
165	300	166	236	167	233	168	220
169	225	170	346	171	350	172	312
173	346	174	437	175	305	176	302
177	253	178	235	179	220	180	225
181	348	182	351	183	314	184	348
185	438	186	307	187	304	188	236
189	235	190	235	191	212	192	350
193	353	194	314	195	350	196	440
197	309	198	305	199	238	200	222
201	222	202	215	203	351	204	355
205	315	206	351	207	442	208	307
209	307	210	254	211	223	212	238
213	230	214	353	215	356	216	319
217	353	218	443	219	312	220	309
221	241	222	240	223	225	224	218
225	355	226	358	227	319	228	355
229	445	230	342	231	310	232	460
233	227	234	220	235	356	236	360
237	320	238	356	239	447	240	314
241	312	242	461	243	243	244	222
245	358	246	361	247	322	248	274
249	476	250	273	251	259	252	369
253	384	254	348	255	274	256	478
257	274	258	261	259	384	260	386
261	363	262	276	263	479	264	276
265	SP102156	266	384	267	387	268	361
269	517	270	481	271	277	272	250
273	384	274	389	275	519	276	481
277	279	278	253	279	386	280	404
281	520	282	484	283	281	284	SP102156
285	387	286	409	287	522	288	445
289	440	290	383	291	394	292	542
293	447	294	442	295	379	296	401
297	525	298	447	299	443	300	383
301	397	302	527	303	448	304	447
305	383	306	399	307	529	308	450
309	447	310	387	311	406	312	3

END OF PAGE 5 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101702 PAGE 6

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

STRATA PLAN 101702

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
313	16						

STRATA PLAN 102156

LOT	ENT	LOT	ENT
314	266	315	248

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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InfoTrack

LOCATION PLAN – BASEMENT LEVEL 4

No.2B FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS

GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LAND CREATED BY DP 1252952

- EASEMENT FOR SUPPORT AND SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR EMERGENCY EGRESS
- EASEMENT TO ACCESS SHARED FACILITIES
- EASEMENT FOR CONSTRUCTION PURPOSES
- EASEMENT FOR CRANE JIB SWING
- EASEMENT FOR NOISE VIBRATION & DUST

GLOBAL EASEMENT AFFECTING THE WHOLE OF THE COMMON PROPERTY

- EASEMENT FOR ACCESS TO ROOFTOP

NOTE: GLOBAL EASEMENT INFORMATION IS NOT REPEATED ON THE FOLLOWING SHEETS

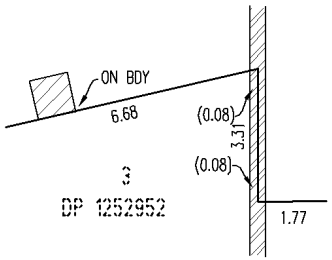
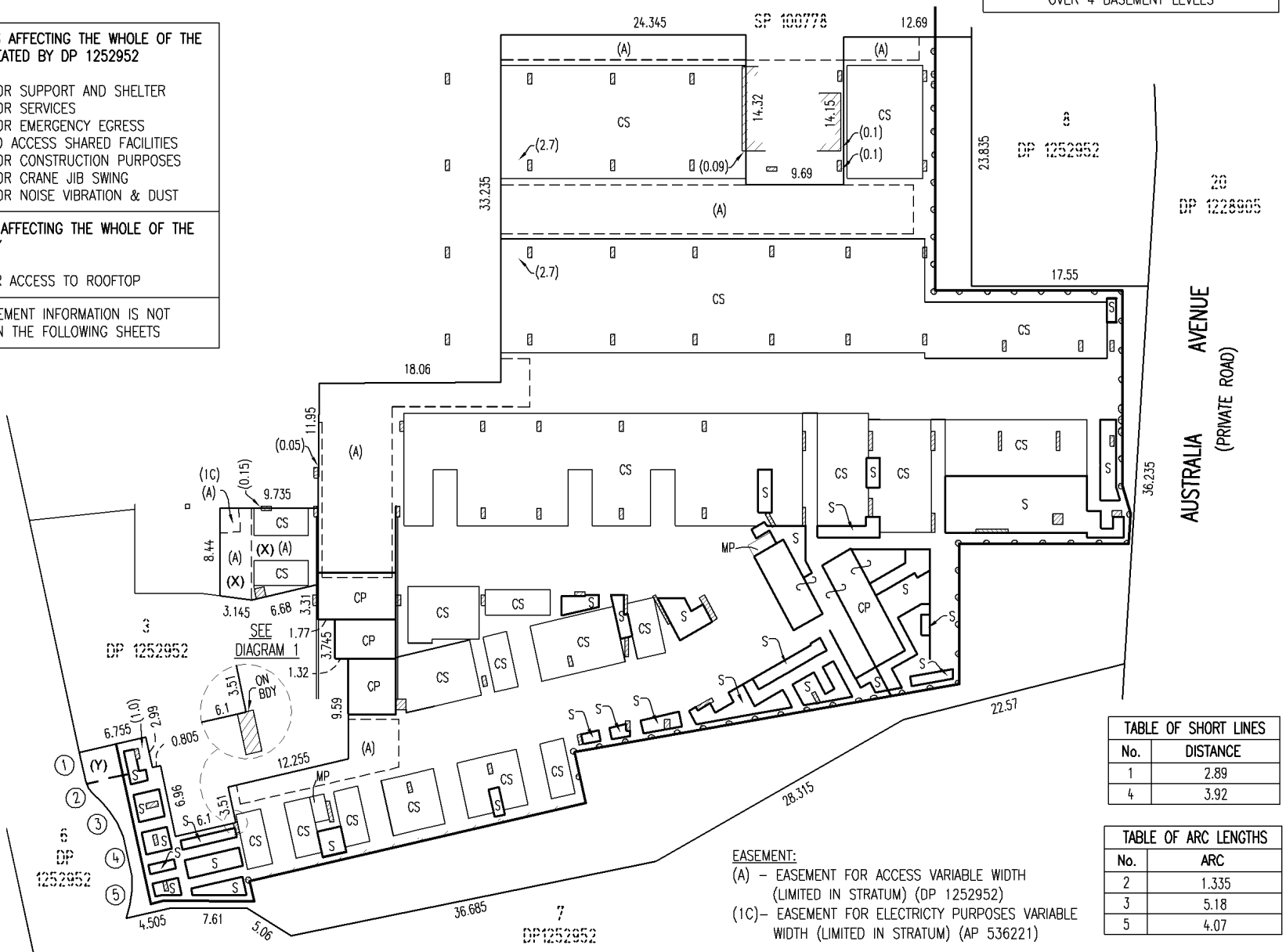


DIAGRAM 1
NOT TO SCALE

(X) RESTRICTION ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION ON THE USE OF LAND (DP1244952)

MP – DENOTES MOTORCYCLE PARKING
CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE



EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)
(1C)– EASEMENT FOR ELECTRICTY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)

TABLE OF SHORT LINES	
No.	DISTANCE
1	2.89
4	3.92

TABLE OF ARC LENGTHS	
No.	ARC
2	1.335
3	5.18
5	4.07

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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(X) RESTRICTION ON THE USE OF LAND
(DP1244955)

LOCATION PLAN – BASEMENT LEVEL 3

No.2B FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS

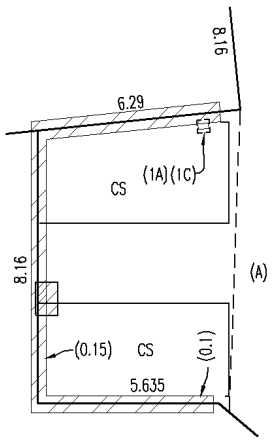
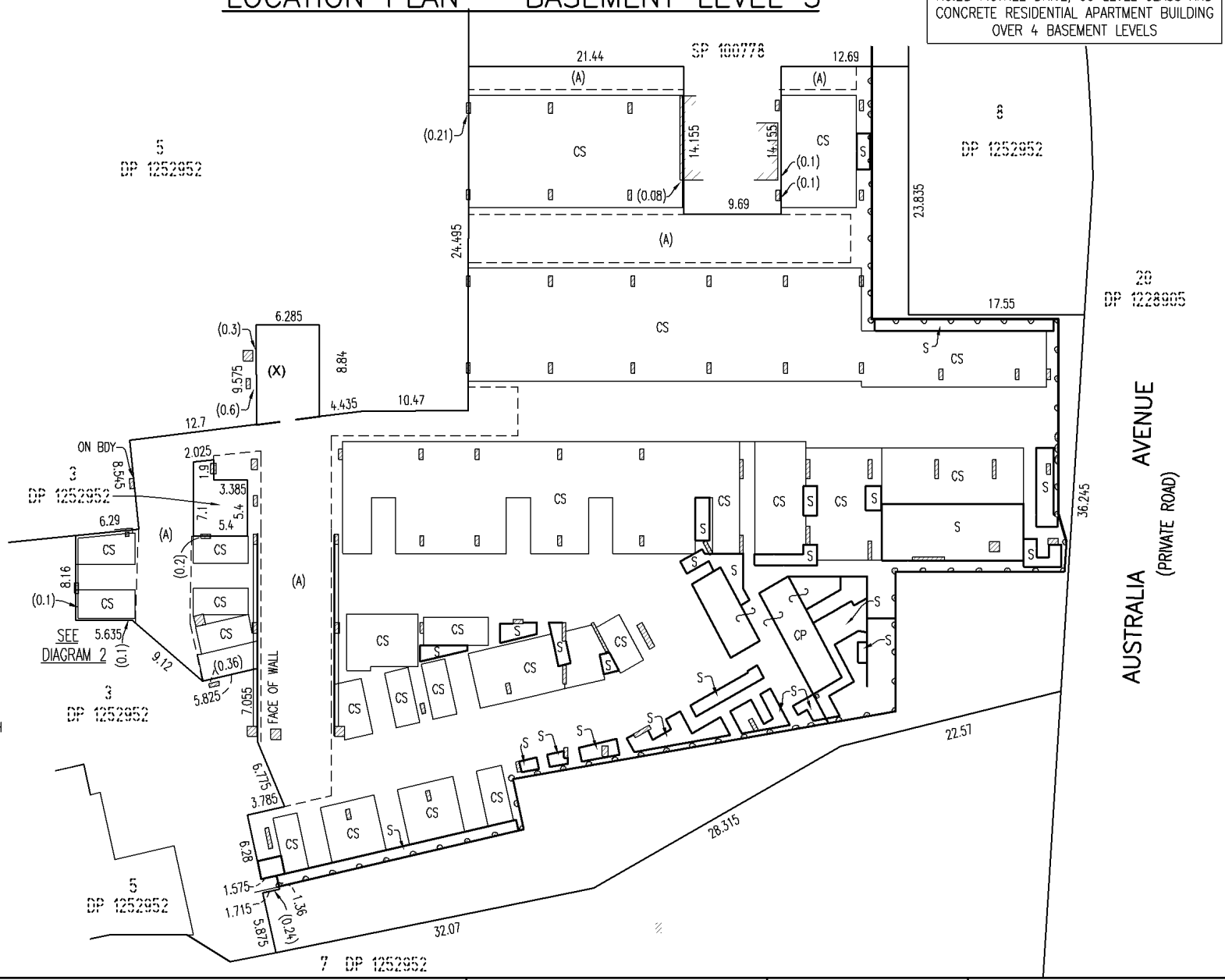


DIAGRAM 2
NOT TO SCALE

EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)
(1A)– EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(1C)– EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)

CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE



SURVEYOR Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 9.7.2020	SP101702

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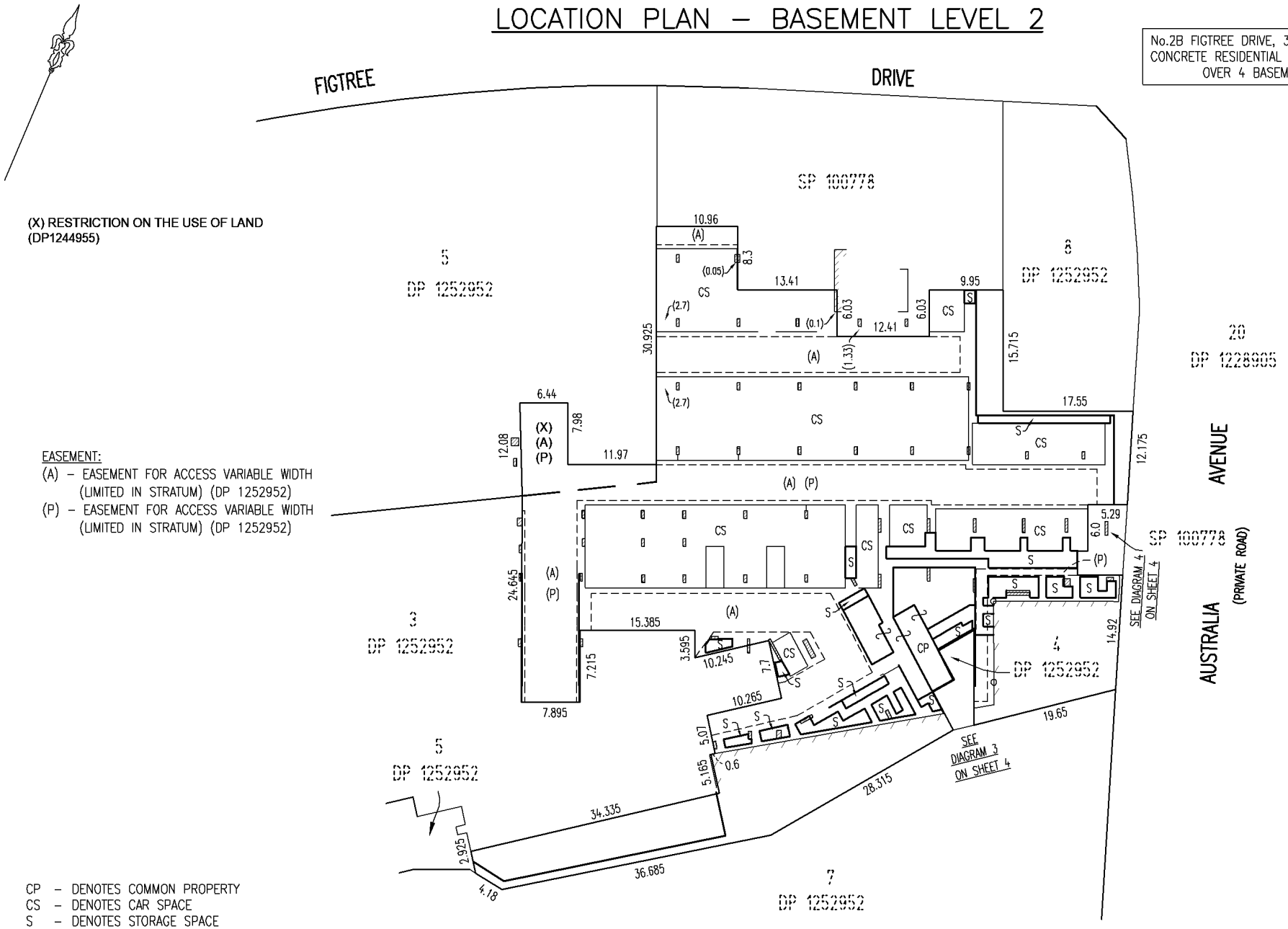
LOCATION PLAN – BASEMENT LEVEL 2

No.2B FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE

SURVEYOR Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 9.7.2020	SP101702

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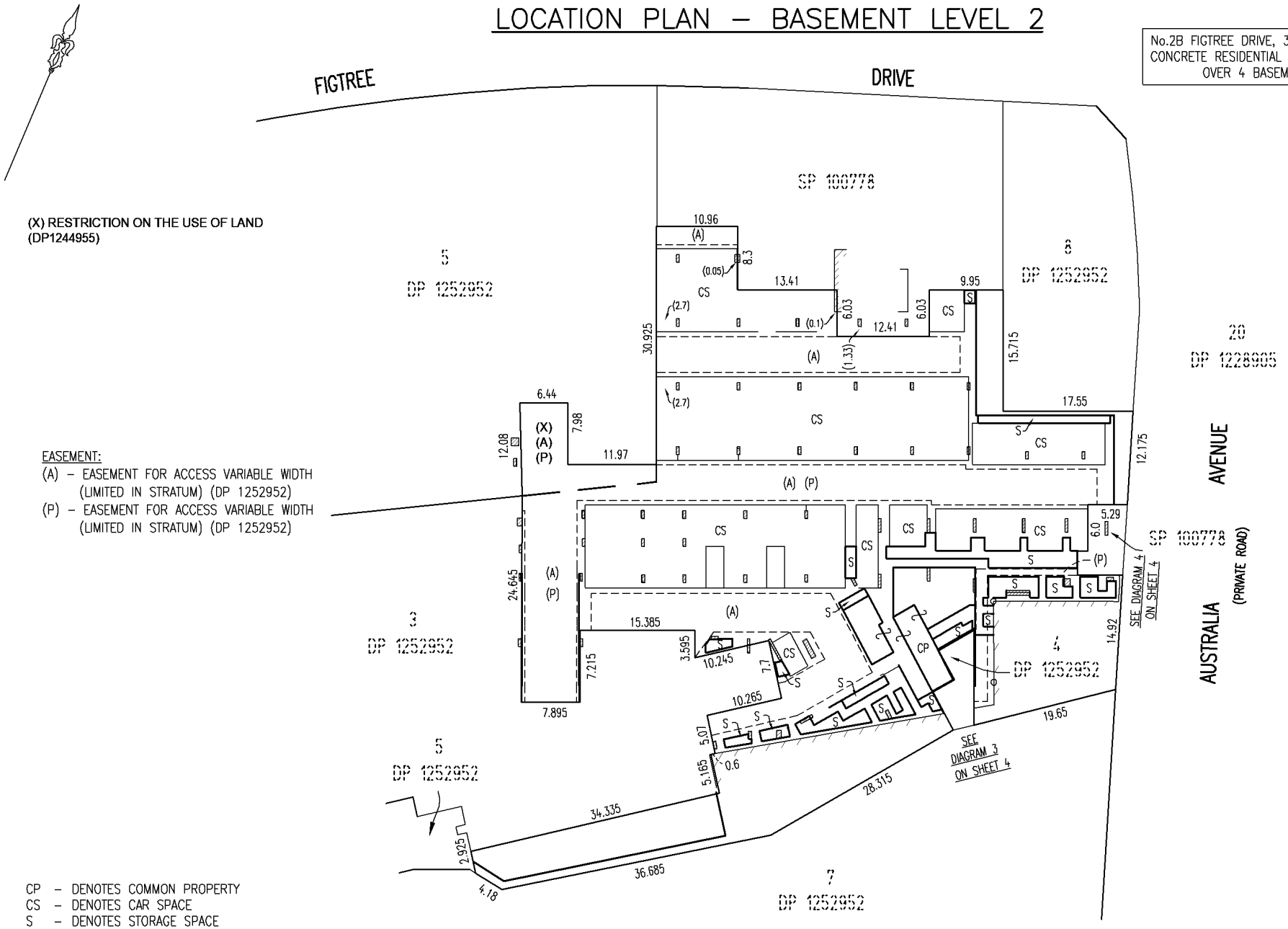
LOCATION PLAN – BASEMENT LEVEL 2

No.2B FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE

SURVEYOR Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 9.7.2020	SP101702

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LOCATION PLAN – BASEMENT LEVEL 2 – DIAGRAM

No.2B FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS

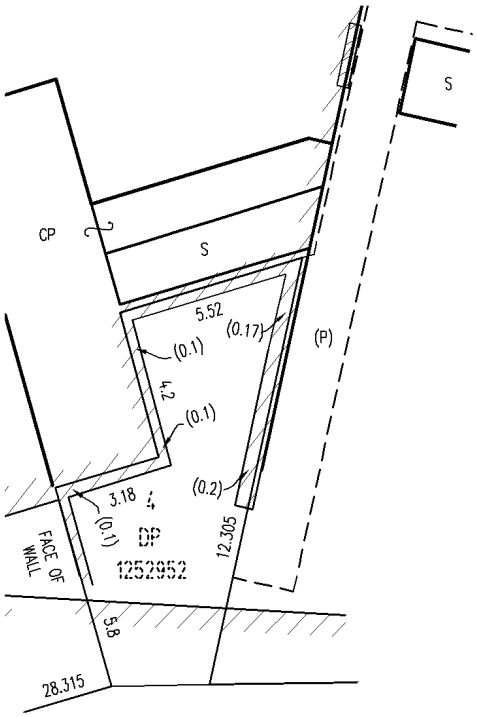

DIAGRAM 3
RATIO:1:150

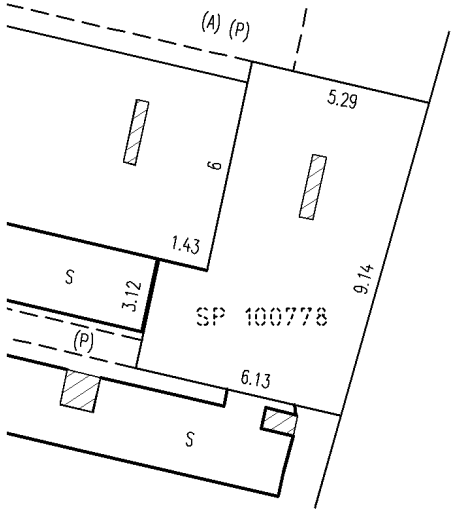

DIAGRAM 4
RATIO:1:150

CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE SPACE

EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)
(P) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: AS SHOWN Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR			9.7.2020	

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LOCATION PLAN – BASEMENT LEVEL 1

No.2B FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS

(X) RESTRICTION ON THE USE OF LAND (DP1244955)

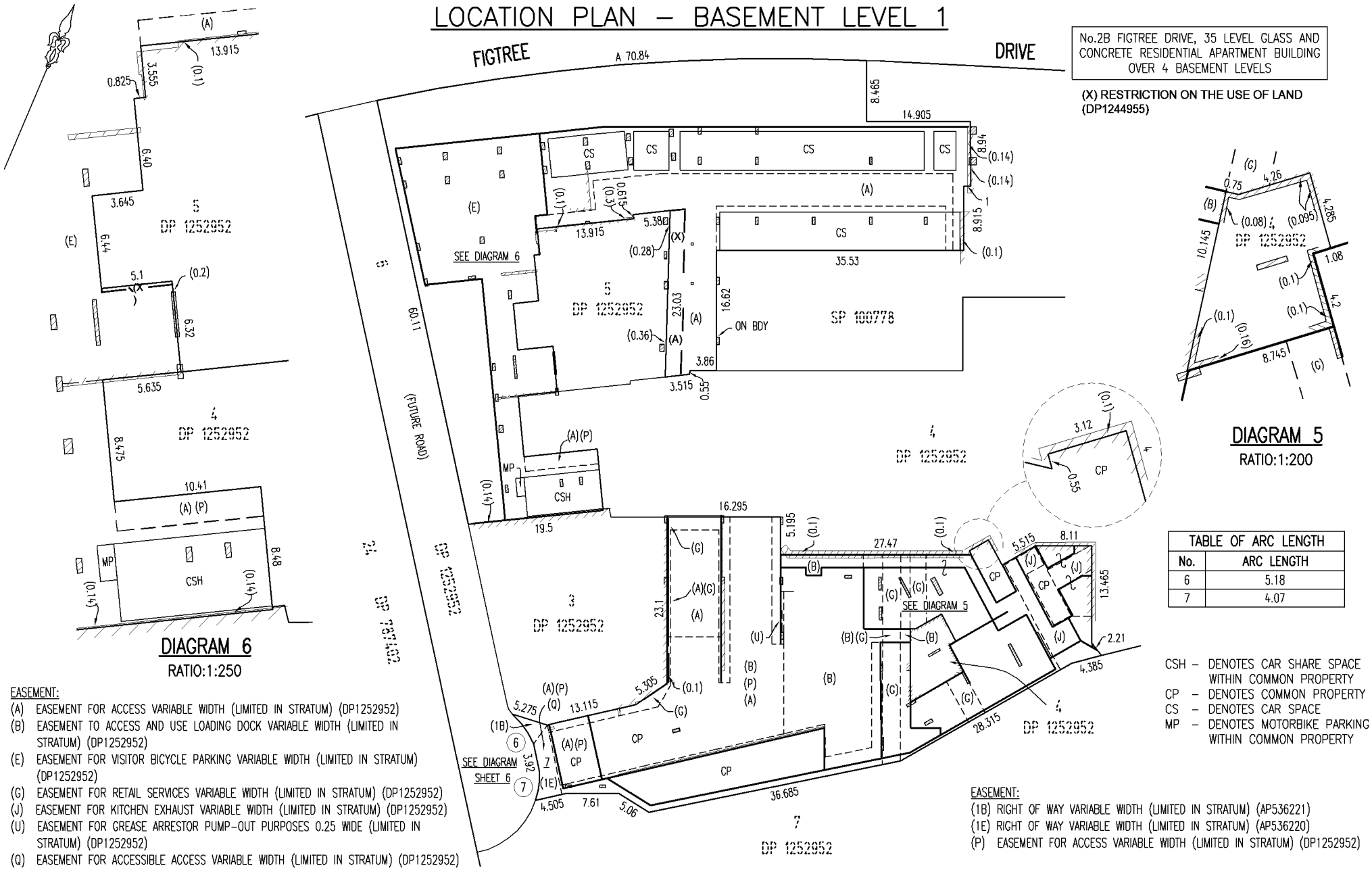

DIAGRAM 6
RATIO:1:250

DIAGRAM 5
RATIO:1:200

TABLE OF ARC LENGTH	
No.	ARC LENGTH
6	5.18
7	4.07

CSH – DENOTES CAR SHARE SPACE WITHIN COMMON PROPERTY
CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
MP – DENOTES MOTORBIKE PARKING WITHIN COMMON PROPERTY

EASEMENT:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(B) EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(E) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(U) EASEMENT FOR GREASE ARRESTOR PUMP-OUT PURPOSES 0.25 WIDE (LIMITED IN STRATUM) (DP1252952)
(Q) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)

EASEMENT:
(1B) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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LOCATION PLAN – LEVEL 1

NOTE: THERE IS NO GROUND FLOOR IN THIS DEVELOPMENT

LOCATION PLAN – BASEMENT LEVEL 1 DIAGRAM

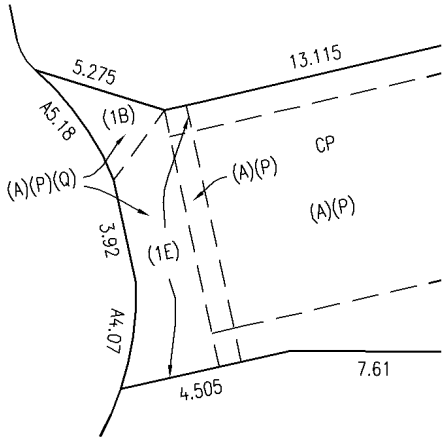
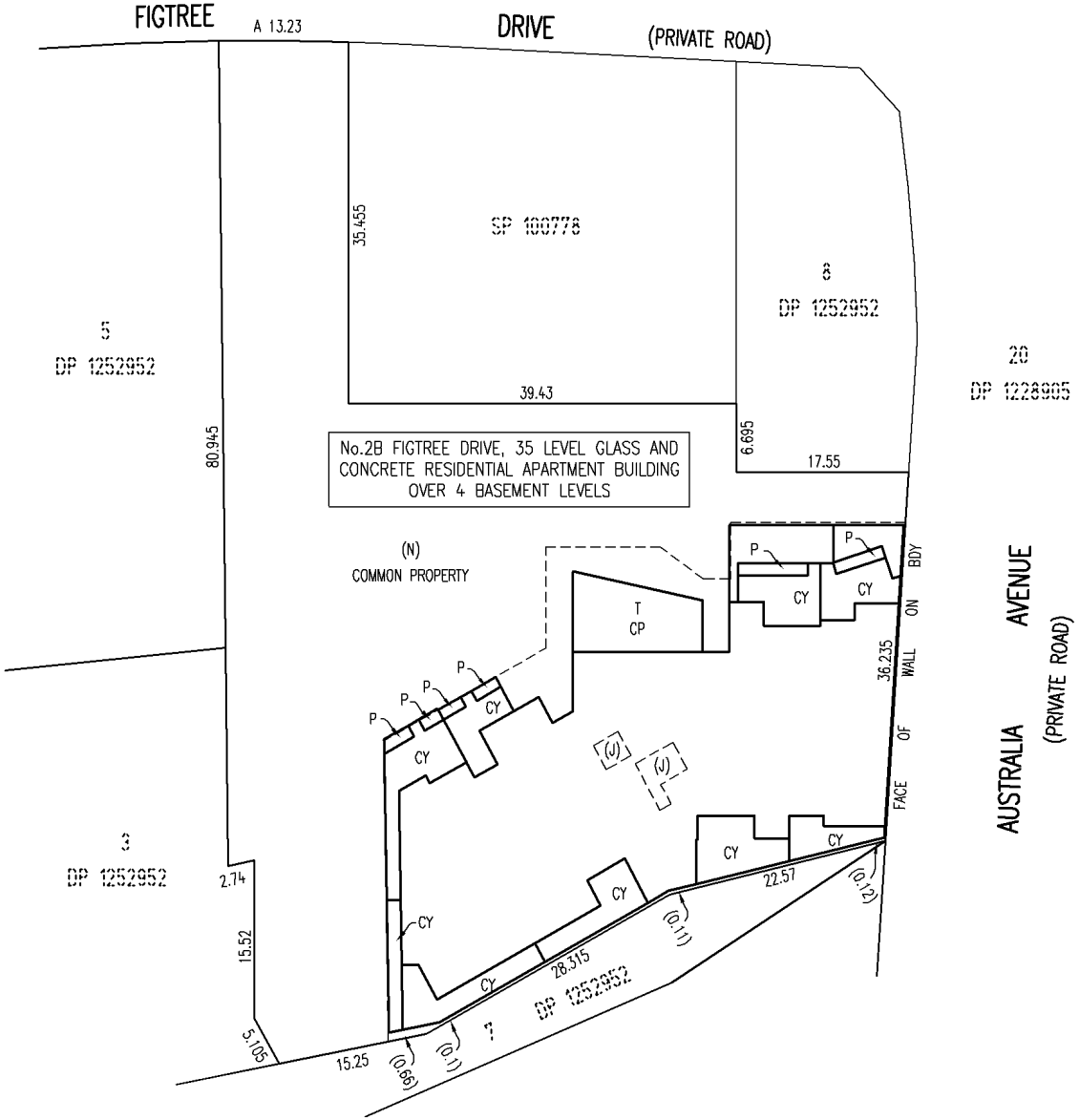


DIAGRAM 7
(NOT TO SCALE)

EASEMENTS:

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)
(Q) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)
(1B) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)
(N) EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)

CP – DENOTES COMMON PROPERTY
CY – DENOTES COURTYARD
P – DENOTES PLANTER
T – DENOTES TERRACE



SURVEYOR Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 9.7.2020	SP101702

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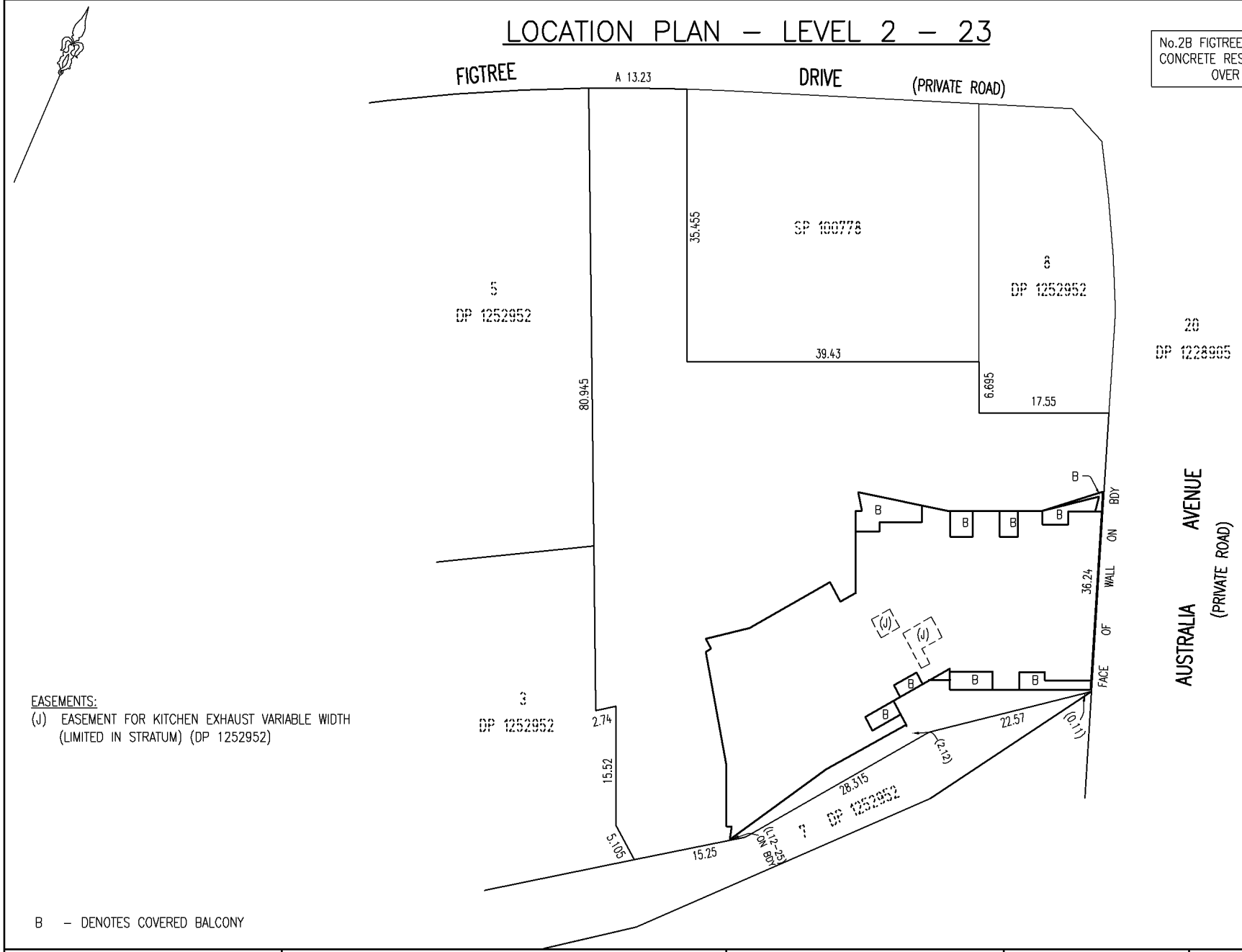
LOCATION PLAN – LEVEL 2 – 23

No.2B FIGTREE DRIVE, 35 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



EASEMENTS:
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)

B – DENOTES COVERED BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 9.7.2020	SP101702

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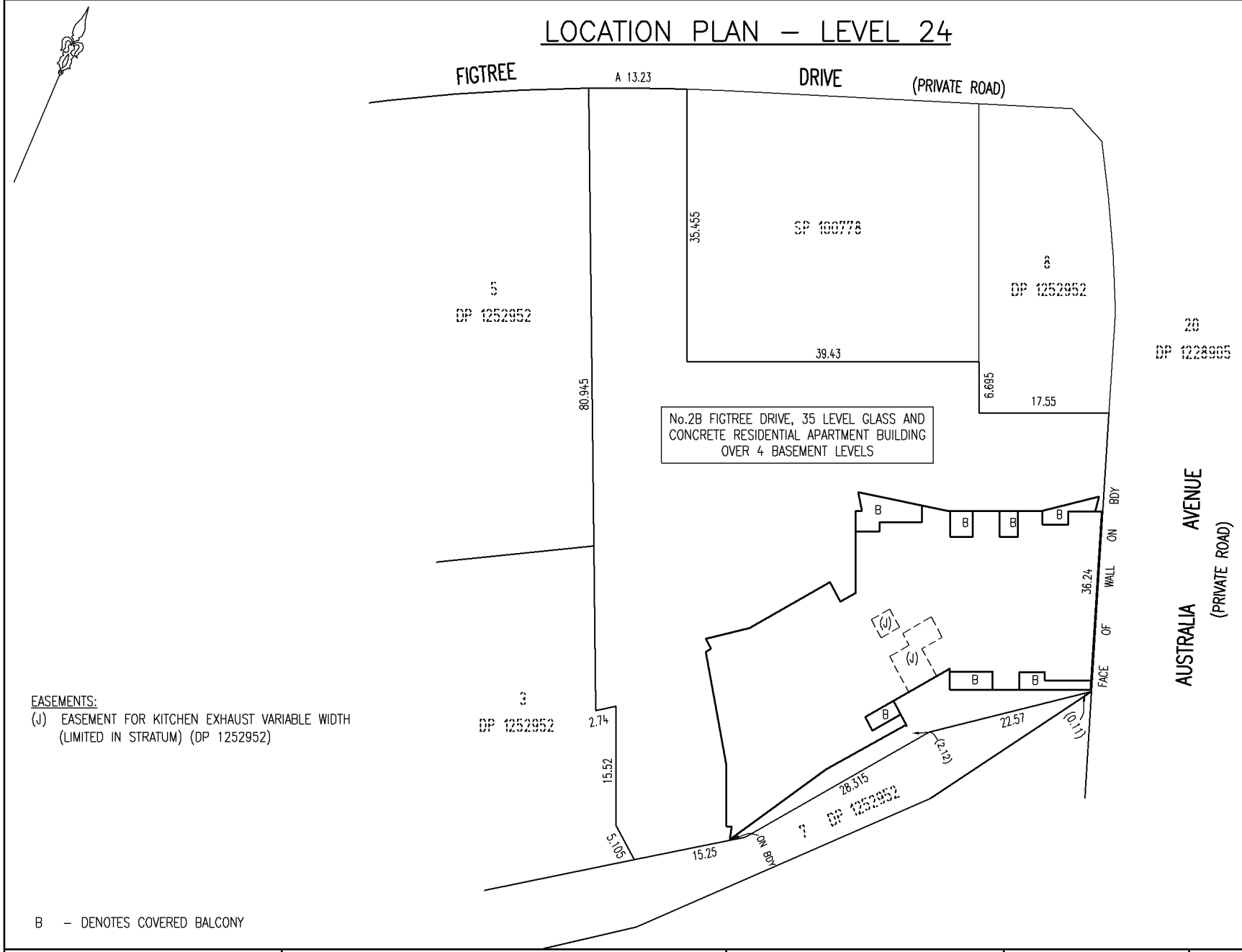
LOCATION PLAN – LEVEL 24



EASEMENTS:
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)

B – DENOTES COVERED BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED 9.7.2020	SP101702

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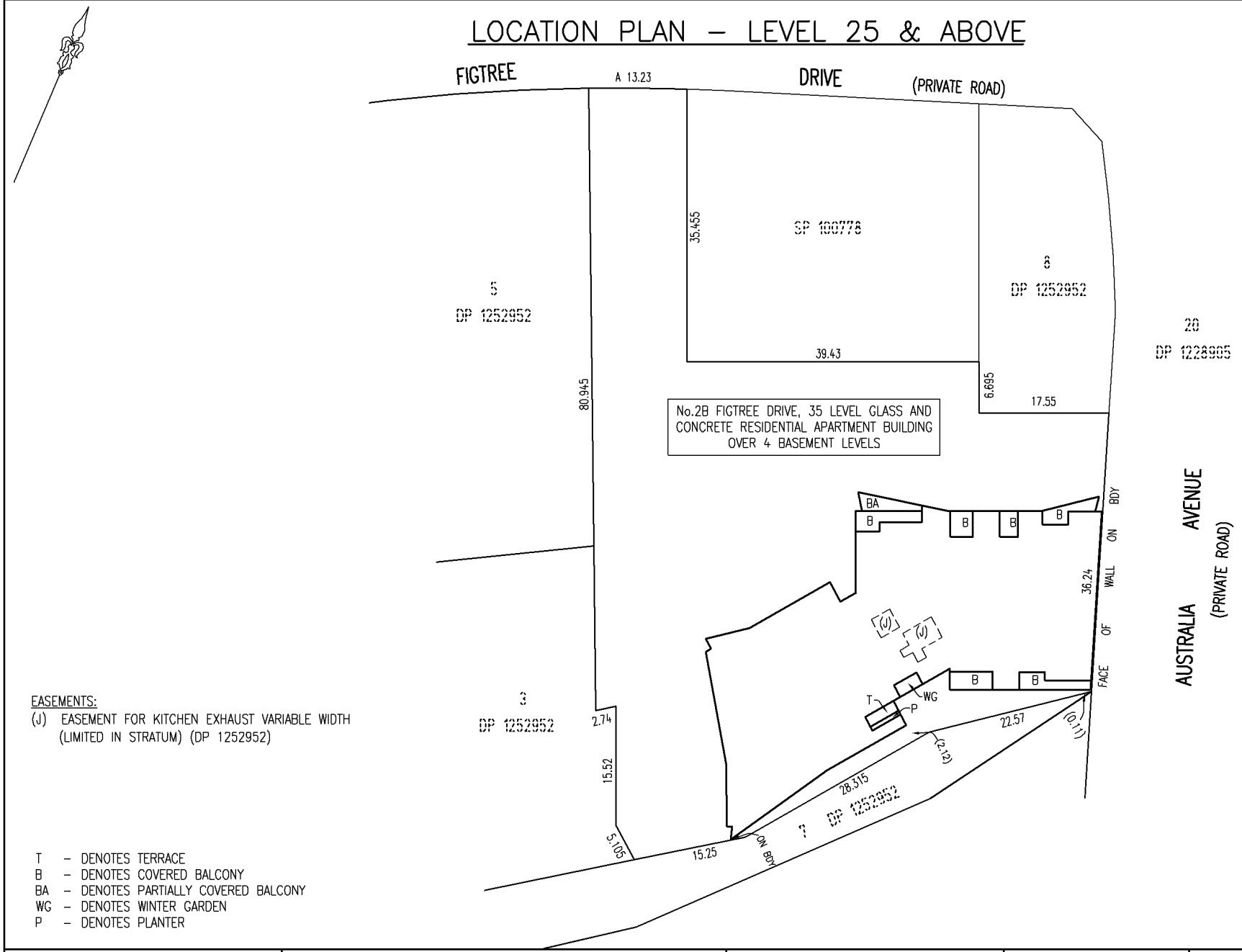
LOCATION PLAN – LEVEL 25 & ABOVE



EASEMENTS:
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)

T – DENOTES TERRACE
B – DENOTES COVERED BALCONY
BA – DENOTES PARTIALLY COVERED BALCONY
WG – DENOTES WINTER GARDEN
P – DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:500 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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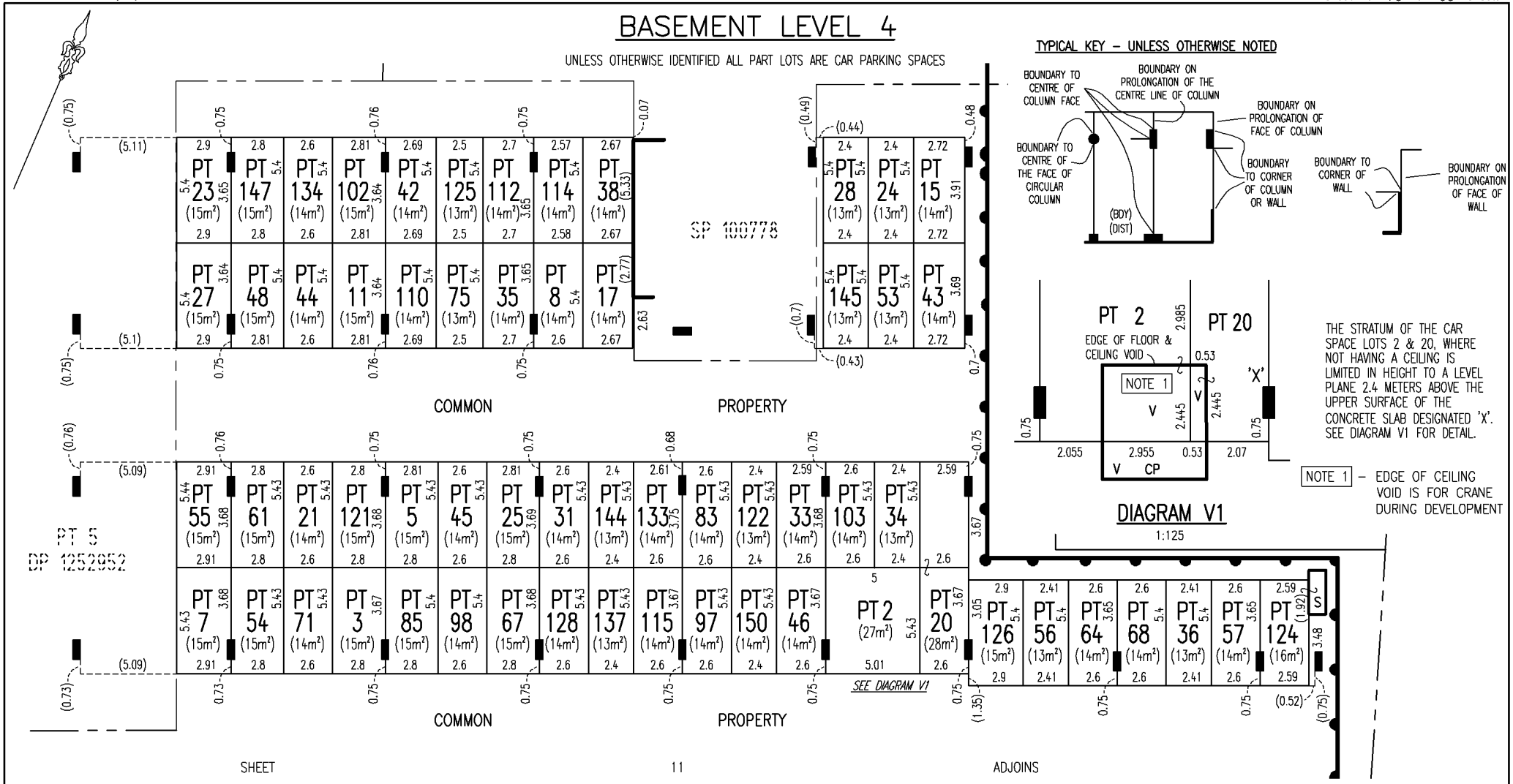
BASEMENT LEVEL 4

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



TYPICAL KEY – UNLESS OTHERWISE NOTED

THE STRATUM OF THE CAR SPACE LOTS 2 & 20, WHERE NOT HAVING A CEILING IS LIMITED IN HEIGHT TO A LEVEL PLANE 2.4 METERS ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB DESIGNATED 'X'. SEE DIAGRAM V1 FOR DETAIL.

NOTE 1 – EDGE OF CEILING VOID IS FOR CRANE DURING DEVELOPMENT

DIAGRAM V1
1:125

SHEET 11 ADJOINS

PT 116 | PT 27 | PT 90 | PT 10 | PT 95 | PT 104 | PT 41 | PT 106 | PT 87 | PT 77 | PT 6 | PT 40 | PT 119 | PT 80 | PT 30 | PT 50 | PT 60 | PT 16 | PT 26 | PT 88 | PT 96 | PT 117

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

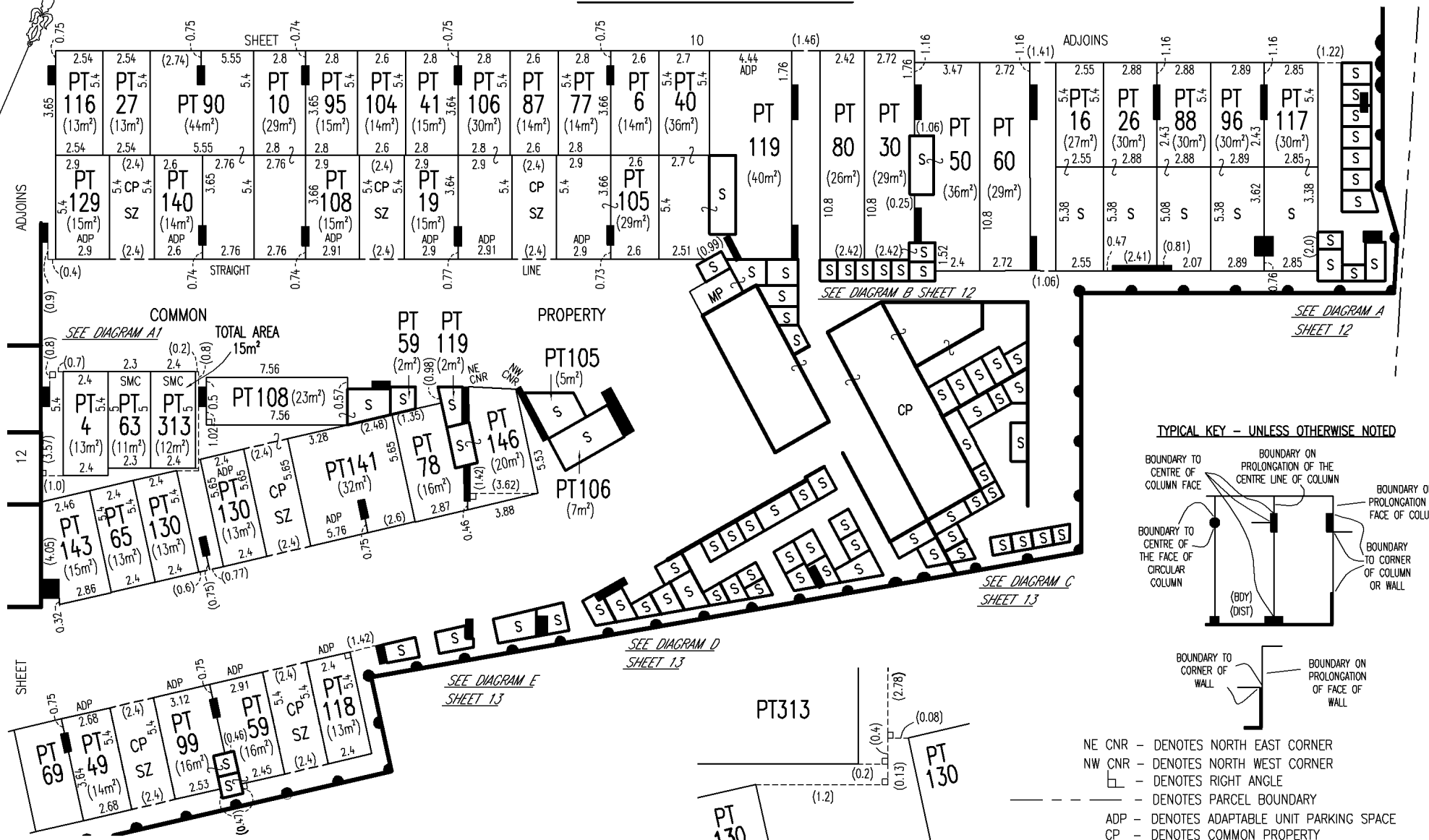
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

⌐ – DENOTES RIGHT ANGLE
– – – –

BASEMENT LEVEL 4

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



TYPICAL KEY – UNLESS OTHERWISE NOTED

DIAGRAM A1

1:100

NE CNR – DENOTES NORTH EAST CORNER
NW CNR – DENOTES NORTH WEST CORNER
– DENOTES RIGHT ANGLE
– – – – – – – DENOTES PARCEL BOUNDARY
ADP – DENOTES ADAPTABLE UNIT PARKING SPACE
CP – DENOTES COMMON PROPERTY
MP – DENOTES MOTORBIKE PARKING
SZ – DENOTES SHARED ZONE
SMC – DENOTES SMALL CAR SPACE
S – DENOTES STORAGE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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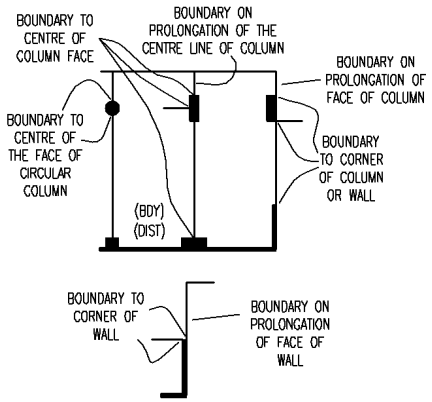
BASEMENT LEVEL 4

TYPICAL KEY – UNLESS OTHERWISE NOTED

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



– DENOTES RIGHT ANGLE

– DENOTES PARCEL BOUNDARY

ADP – DENOTES ADAPTABLE UNIT PARKING SPACE
CP – DENOTES COMMON PROPERTY
MP – DENOTES MOTORBIKE PARKING
SZ – DENOTES SHARED ZONE
S – DENOTES STORAGE

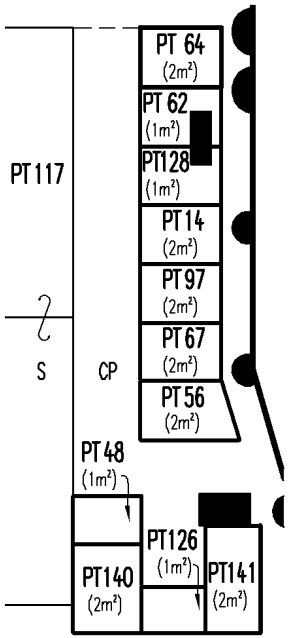


DIAGRAM A
STORAGE SPACES
1:100

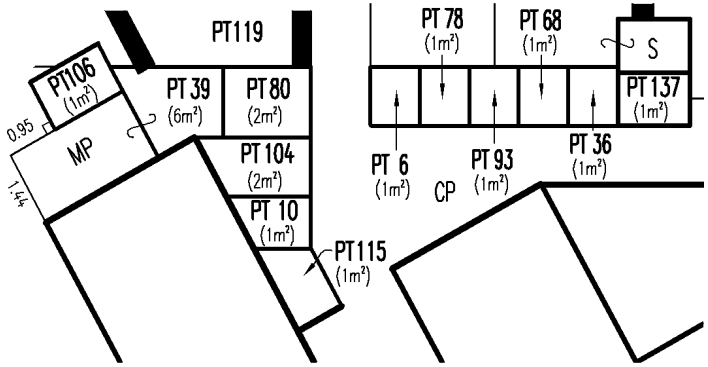
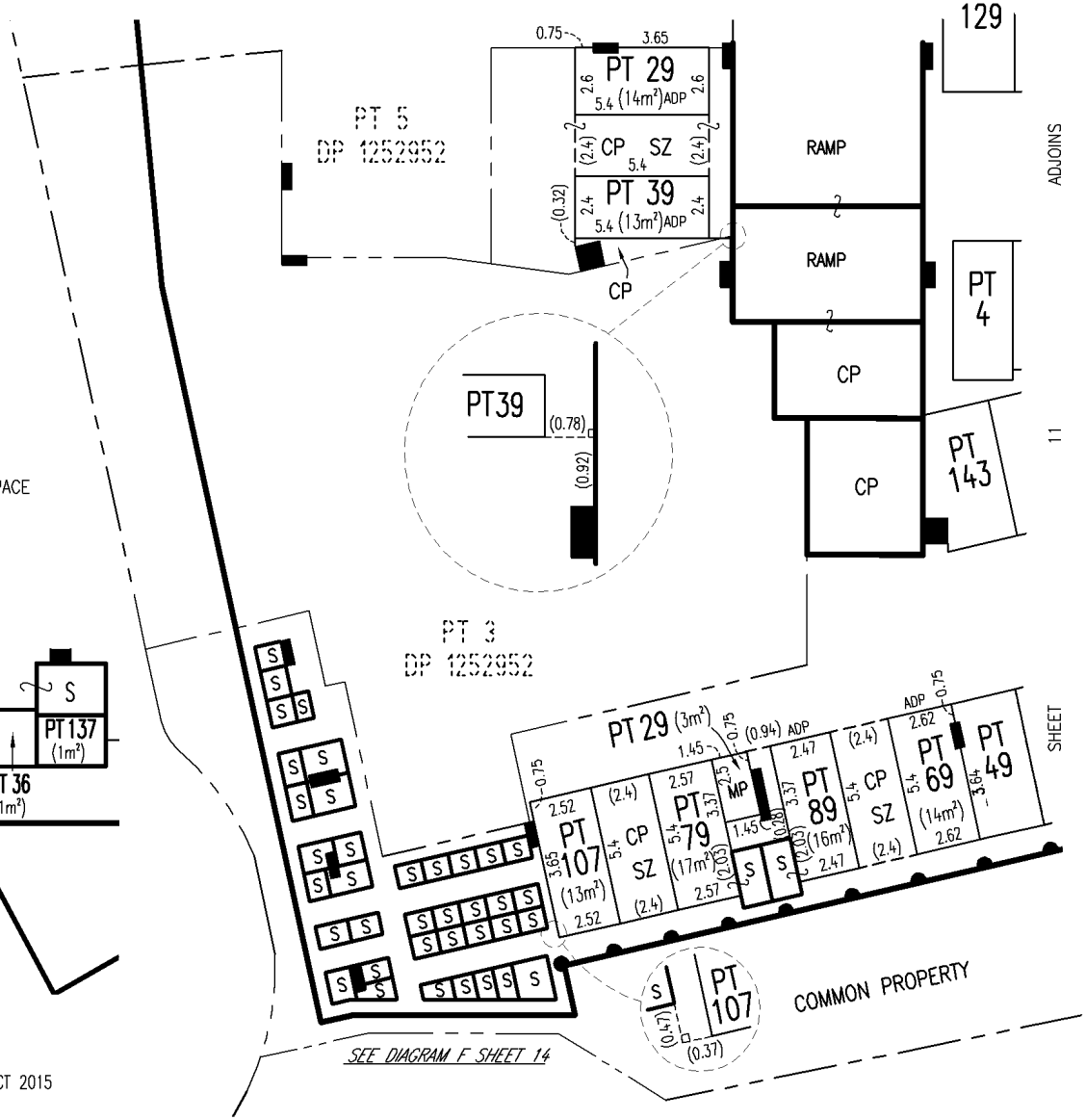


DIAGRAM B STORAGE SPACES
1:100



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR				

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BASEMENT LEVEL 4 – DIAGRAM

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE STORAGE SPACES ON THIS SHEET

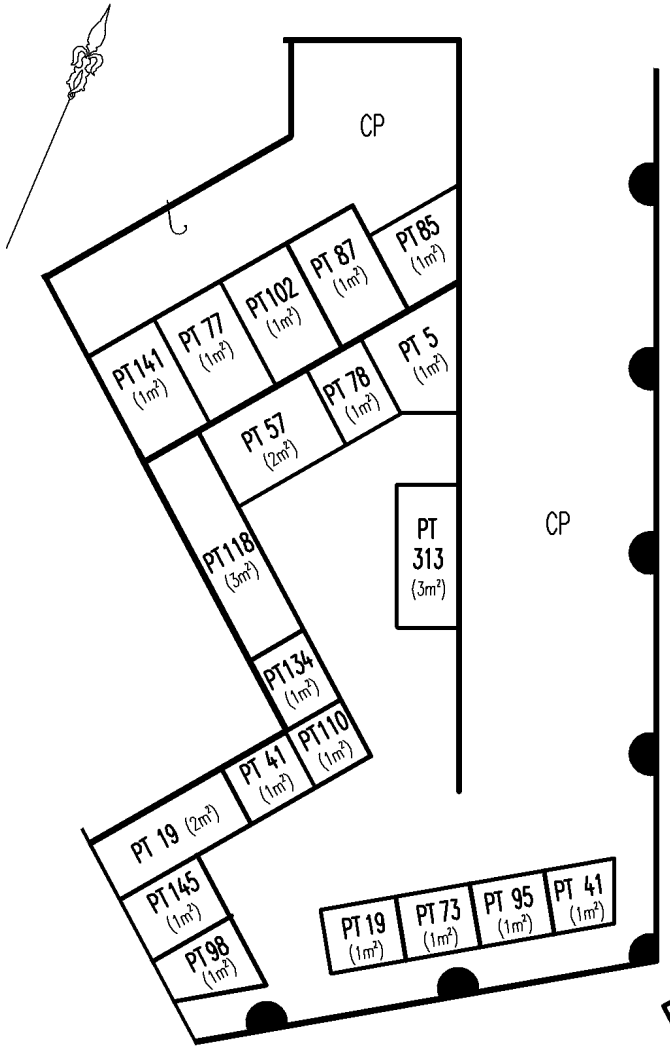

DIAGRAM C

1:75

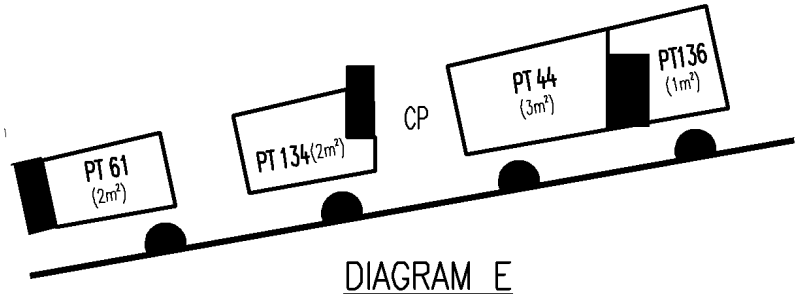

DIAGRAM E

1:75

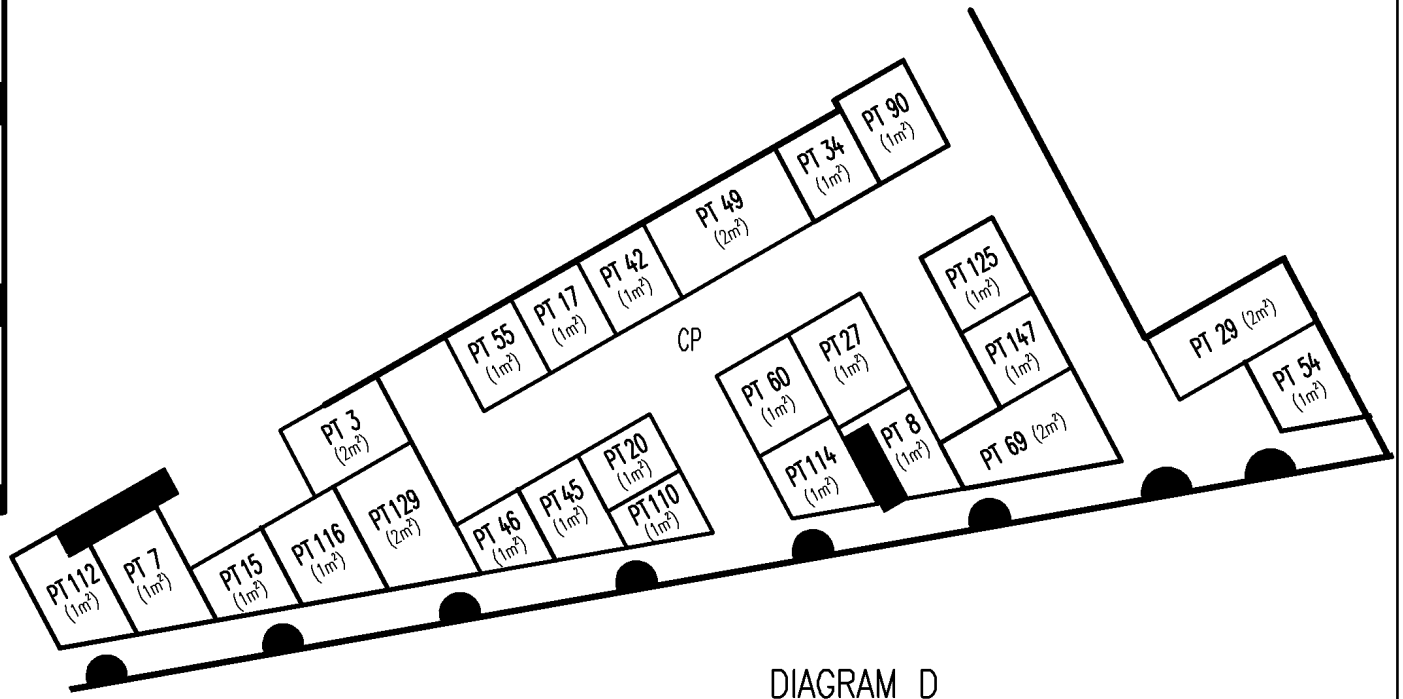

DIAGRAM D

1:75

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:75 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR				

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BASEMENT LEVEL 4 – DIAGRAM

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE STORAGE SPACES ON THIS SHEET

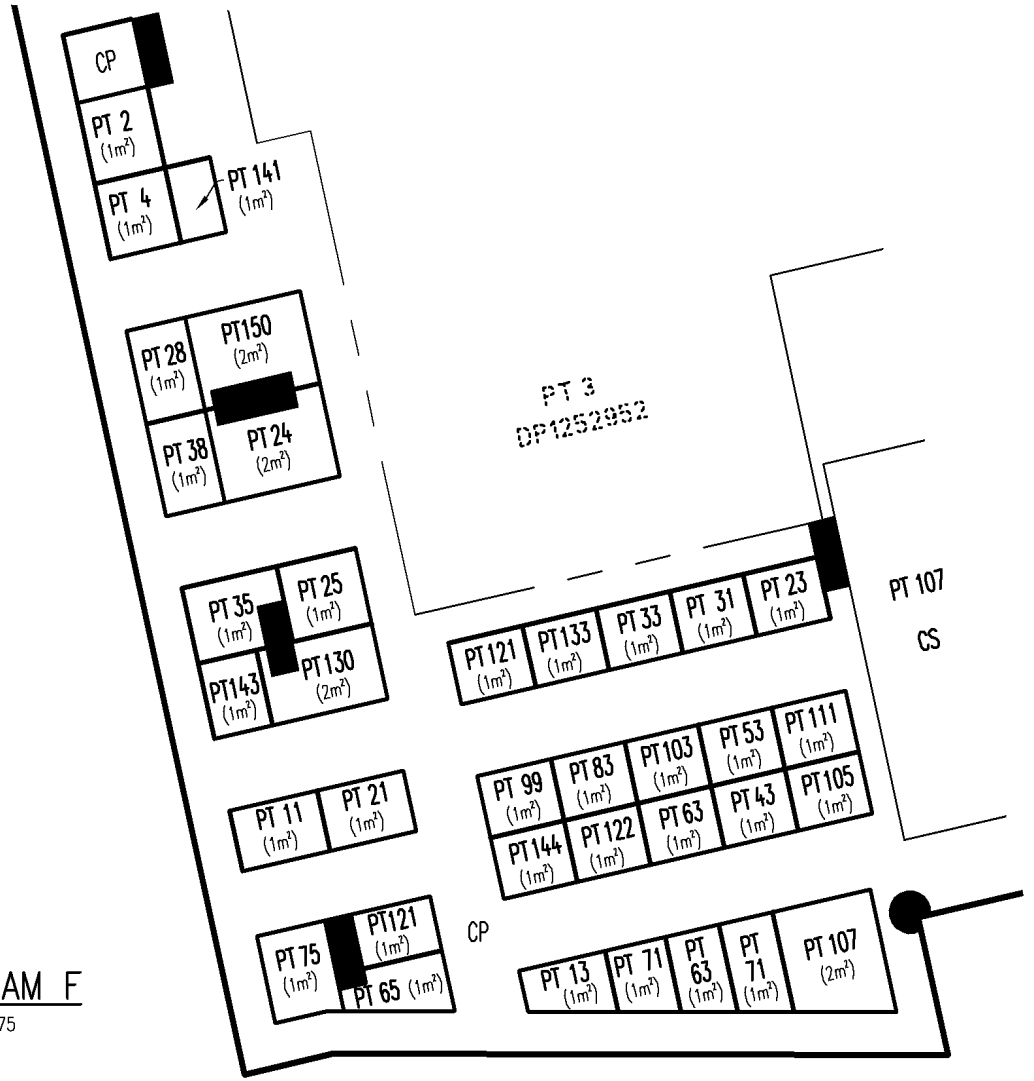

DIAGRAM F

1:75

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CS – DENOTES CAR SPACE
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:75 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR				

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BASEMENT LEVEL 3

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES

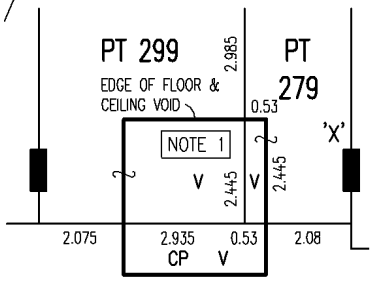

DIAGRAM V2

1:125

THE STRATUM OF THE CAR SPACE LOTS 299 & 279, WHERE NOT HAVING A FLOOR OR CEILING IS LIMITED IN DEPTH TO A PLANE EQUIVALENT WITH THE UPPER SURFACE OF THE ADJACENT FLOOR MARKED 'X' AND IS LIMITED IN HEIGHT TO 2.4 METERS ABOVE THAT PLANE. SEE DIAGRAM V2 FOR DETAIL.

NOTE 1 – EDGE OF FLOOR & CEILING VOID IS FOR CRANE DURING DEVELOPMENT



TYPICAL KEY – UNLESS OTHERWISE NOTED

SHEET 16 ADJOINS

PT 232 | PT 152 | PT 282 | PT 163 | PT 263 | PT 305 | PT 229 | PT 218 | PT 247 | PT 276 | PT 225 | PT 100 | PT 174 | PT 259 | PT 70 | PT 266 | PT 268 | PT 292 | PT 311 | PT 310 | PT 296 | PT 290

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

– DENOTES RIGHT ANGLE
– DENOTES PARCEL BOUNDARY

CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
V – DENOTES VOID

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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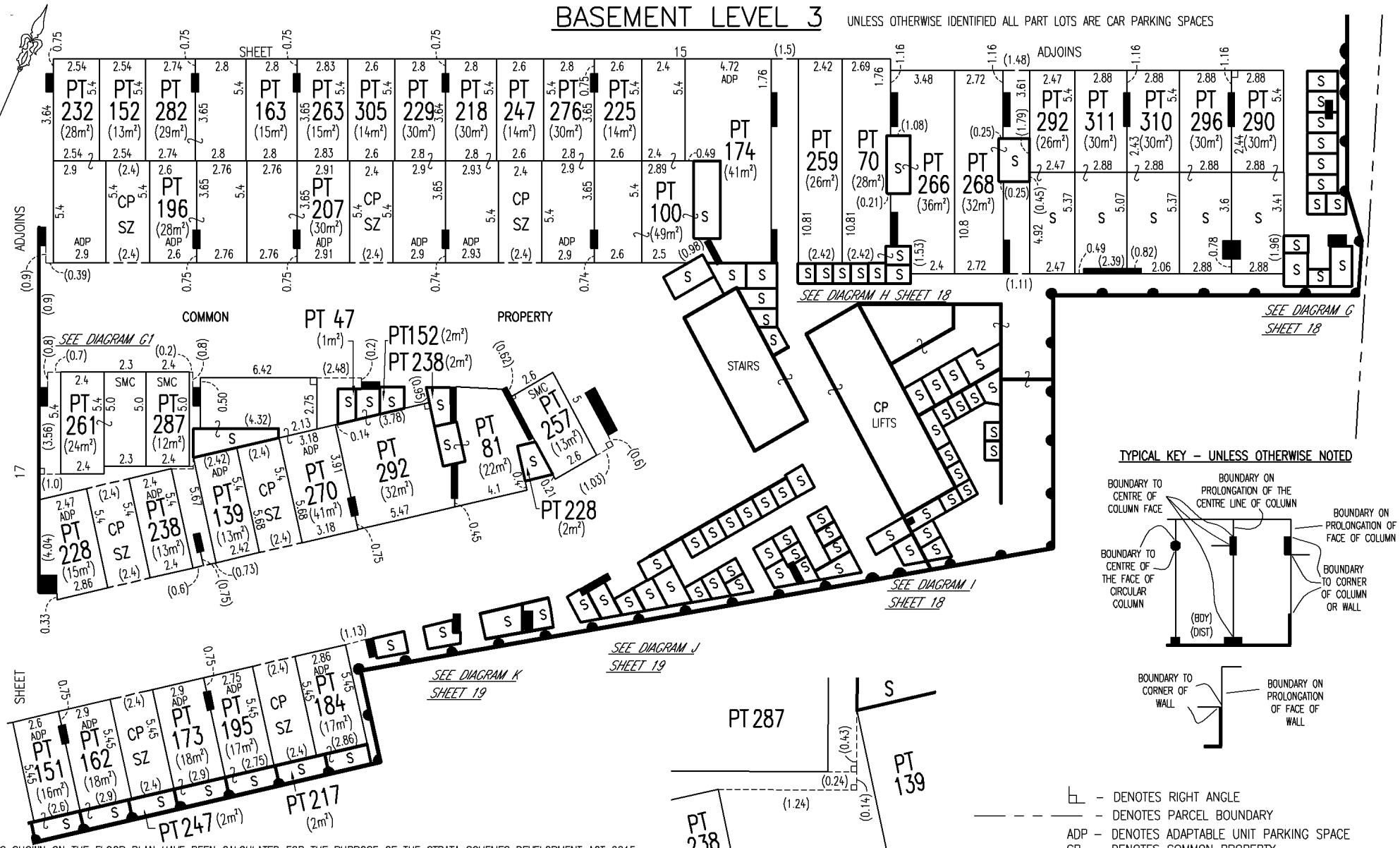
BASEMENT LEVEL 3

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



TYPICAL KEY – UNLESS OTHERWISE NOTED

DIAGRAM G1
1:100

⌞ – DENOTES RIGHT ANGLE
– – – – – DENOTES PARCEL BOUNDARY
ADP – DENOTES ADAPTABLE UNIT PARKING SPACE
CP – DENOTES COMMON PROPERTY
SZ – DENOTES SHARED ZONE
SMC – DENOTES SMALL CAR SPACE
S – DENOTES STORAGE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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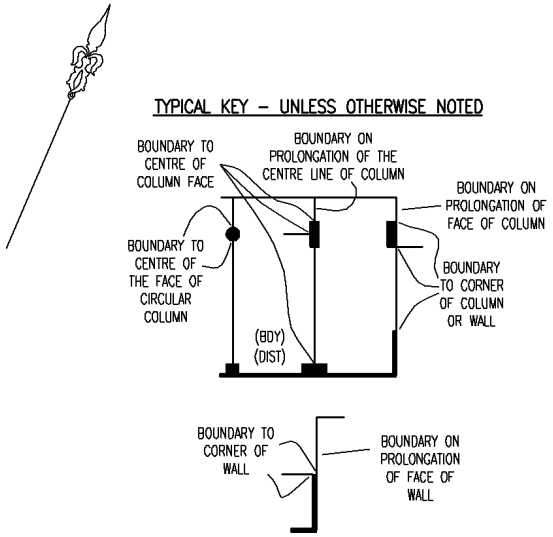
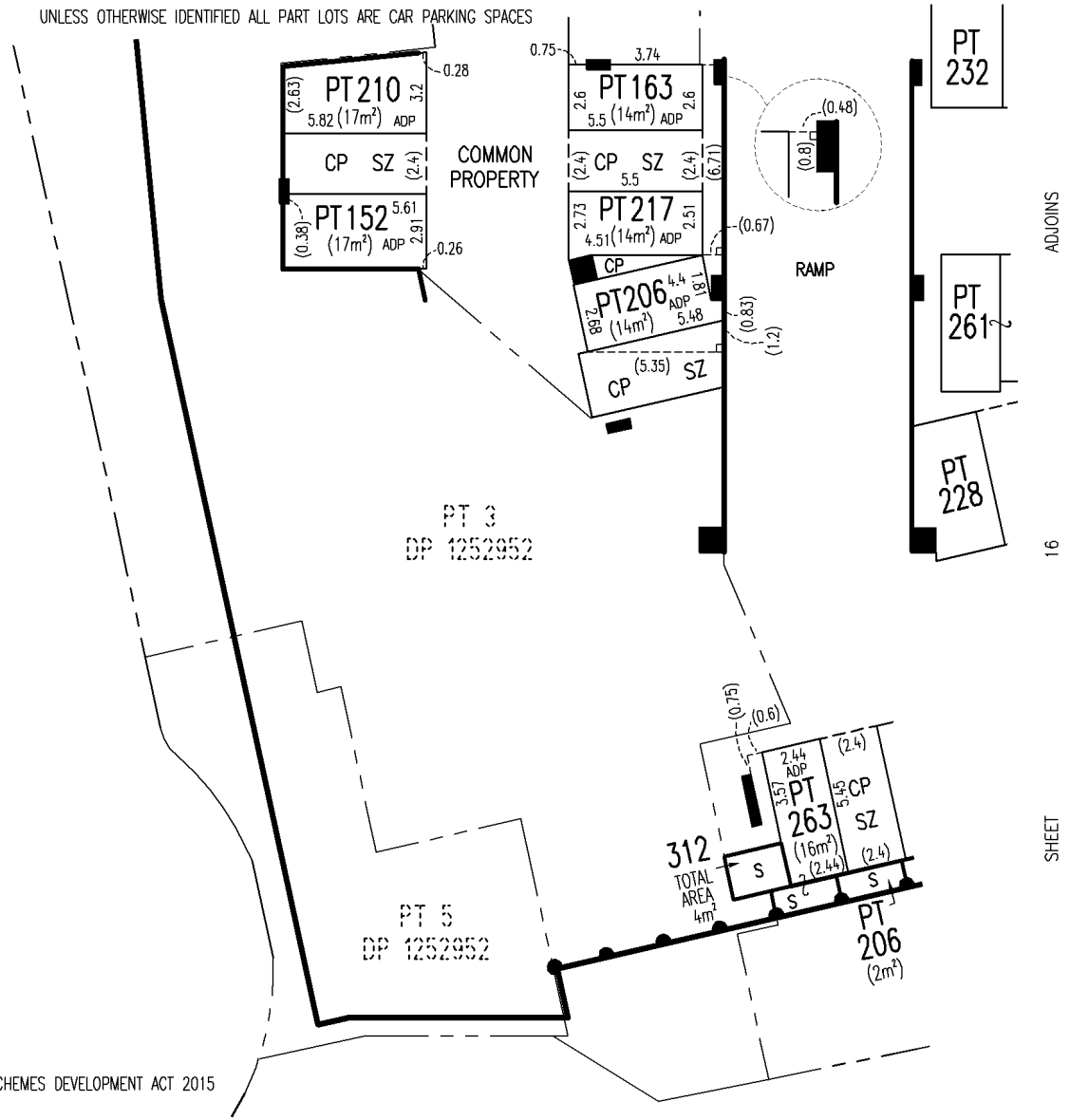
BASEMENT LEVEL 3

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES





– DENOTES RIGHT ANGLE

– DENOTES PARCEL BOUNDARY

ADP – DENOTES ADAPTABLE UNIT PARKING SPACE
CP – DENOTES COMMON PROPERTY
SZ – DENOTES SHARED ZONE
S – DENOTES STORAGE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR				

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BASEMENT LEVEL 3 – DIAGRAM

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE STORAGE SPACES ON THIS SHEET

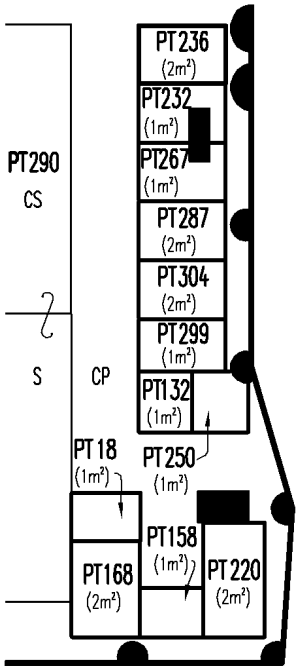

DIAGRAM G

1:100

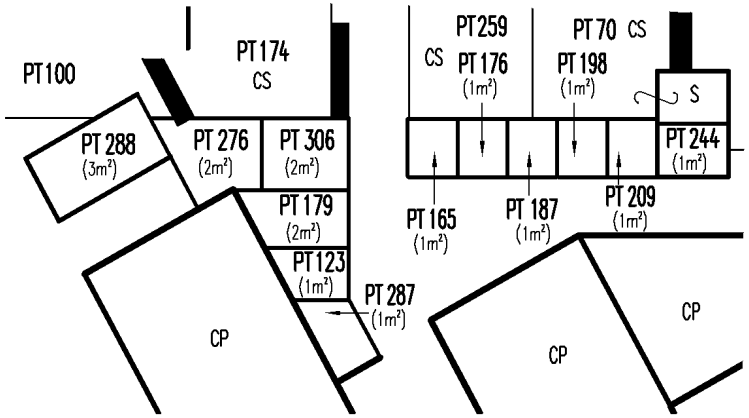

DIAGRAM H

1:100

CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE

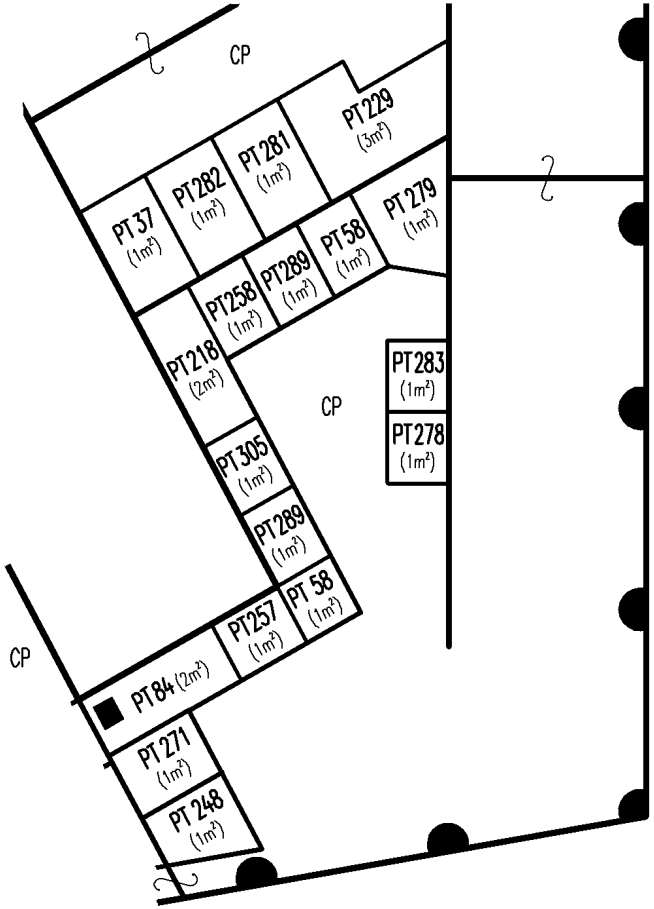

DIAGRAM I

1:75

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP–AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: AS SHOWN Lengths are in metres.	REGISTERED 9.7.2020	SP101702

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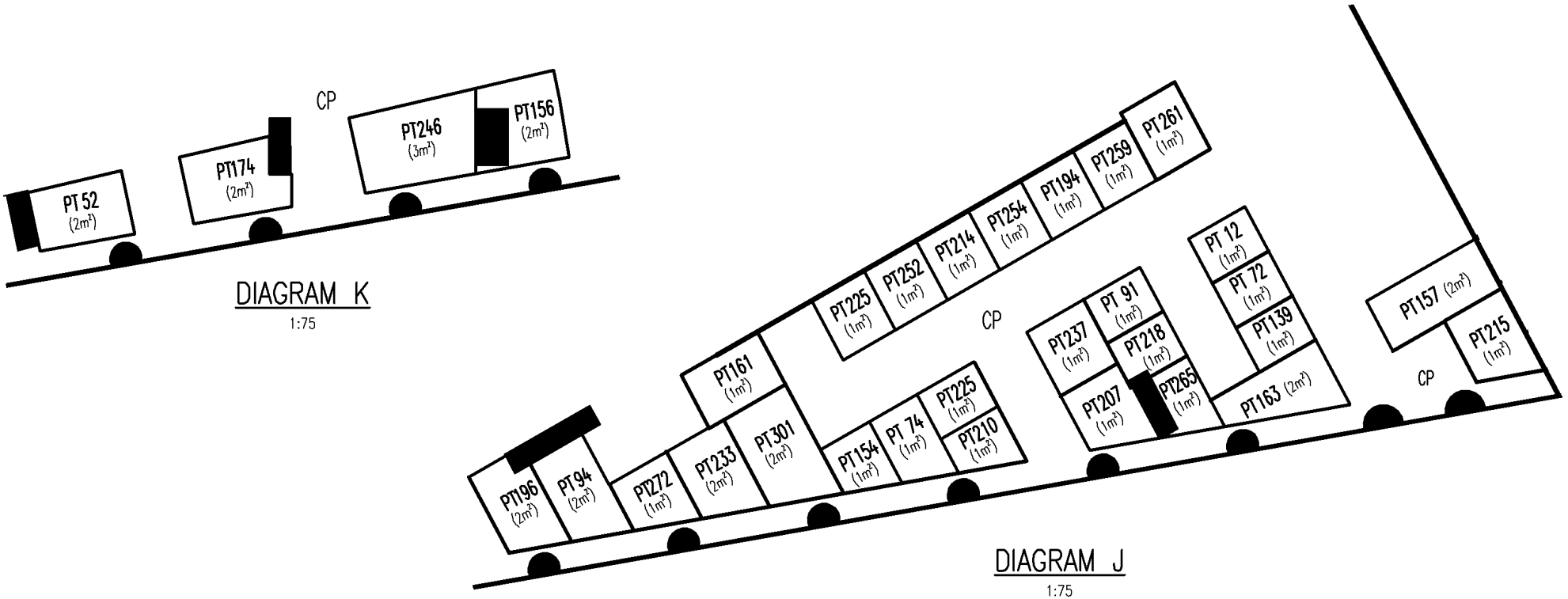
BASEMENT LEVEL 3 – DIAGRAM

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE STORAGE SPACES ON THIS SHEET



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:75		
Reference: 140632 BLD2 SP–AR		Lengths are in metres.		

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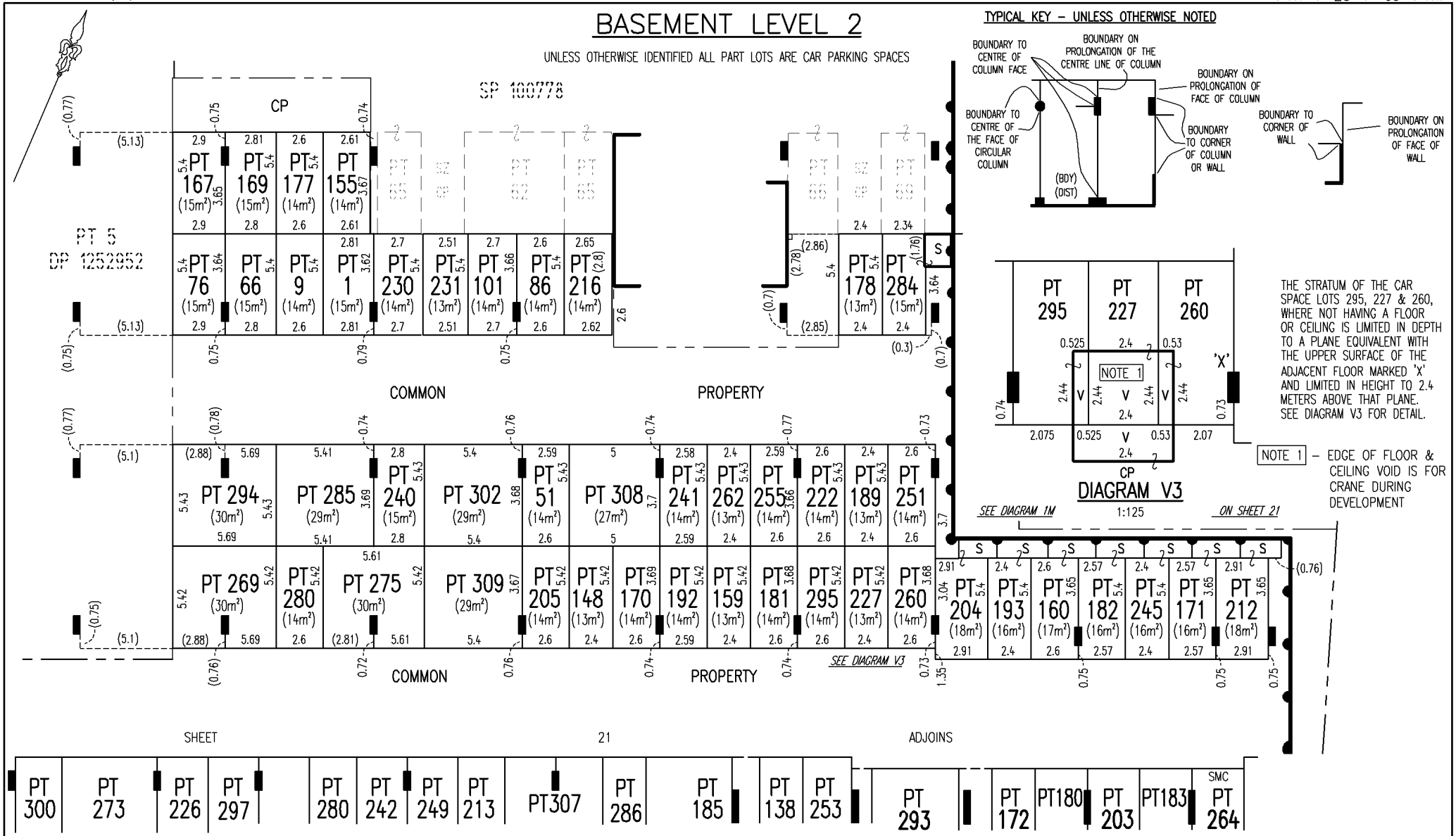
BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



TYPICAL KEY – UNLESS OTHERWISE NOTED

DIAGRAM V3
1:125

THE STRATUM OF THE CAR SPACE LOTS 295, 227 & 260, WHERE NOT HAVING A FLOOR OR CEILING IS LIMITED IN DEPTH TO A PLANE EQUIVALENT WITH THE UPPER SURFACE OF THE ADJACENT FLOOR MARKED 'X' AND LIMITED IN HEIGHT TO 2.4 METERS ABOVE THAT PLANE. SEE DIAGRAM V3 FOR DETAIL.

NOTE 1 – EDGE OF FLOOR & CEILING VOID IS FOR CRANE DURING DEVELOPMENT

SHEET 21 ADJOINS

PT 300 | PT 273 | PT 226 | PT 297 | PT 280 | PT 242 | PT 249 | PT 213 | PT307 | PT 286 | PT 185 | PT 138 | PT 253 | PT 293 | PT 172 | PT180 | PT 203 | PT183 | SMC PT 264

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SMC – DENOTES SMALL CAR SPACE
– DENOTES RIGHT ANGLE
– DENOTES PARCEL BOUNDARY

CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
V – DENOTES VOID

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES

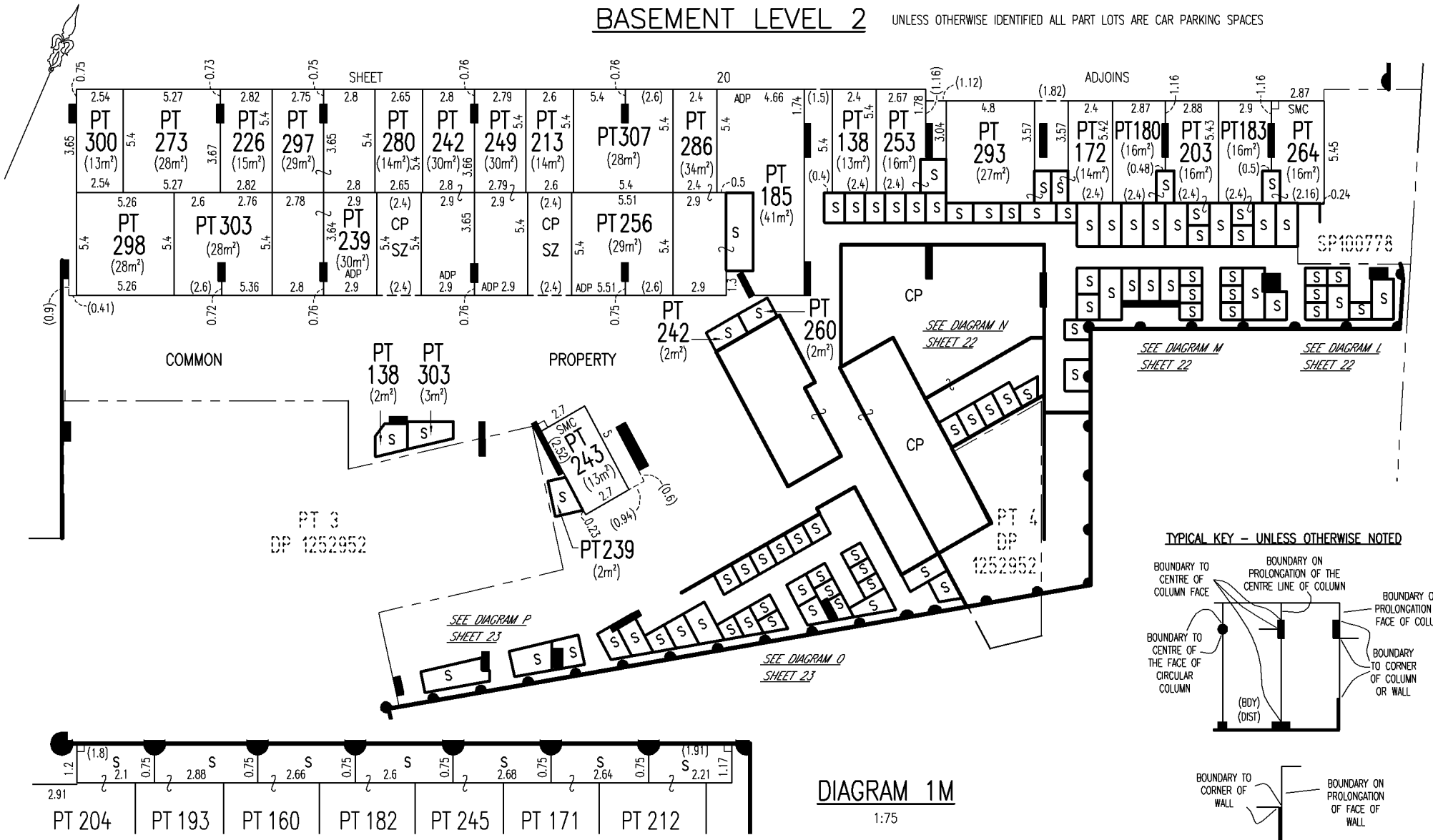

DIAGRAM 1M

1:75

TYPICAL KEY – UNLESS OTHERWISE NOTED

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

– DENOTES RIGHT ANGLE

– DENOTES PARCEL BOUNDARY

ADP – DENOTES ADAPTABLE UNIT PARKING SPACE
CP – DENOTES COMMON PROPERTY
SZ – DENOTES SHARED ZONE
S – DENOTES STORAGE
SMC – DENOTES SMALL CAR SPACE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE STORAGE SPACES ON THIS SHEET

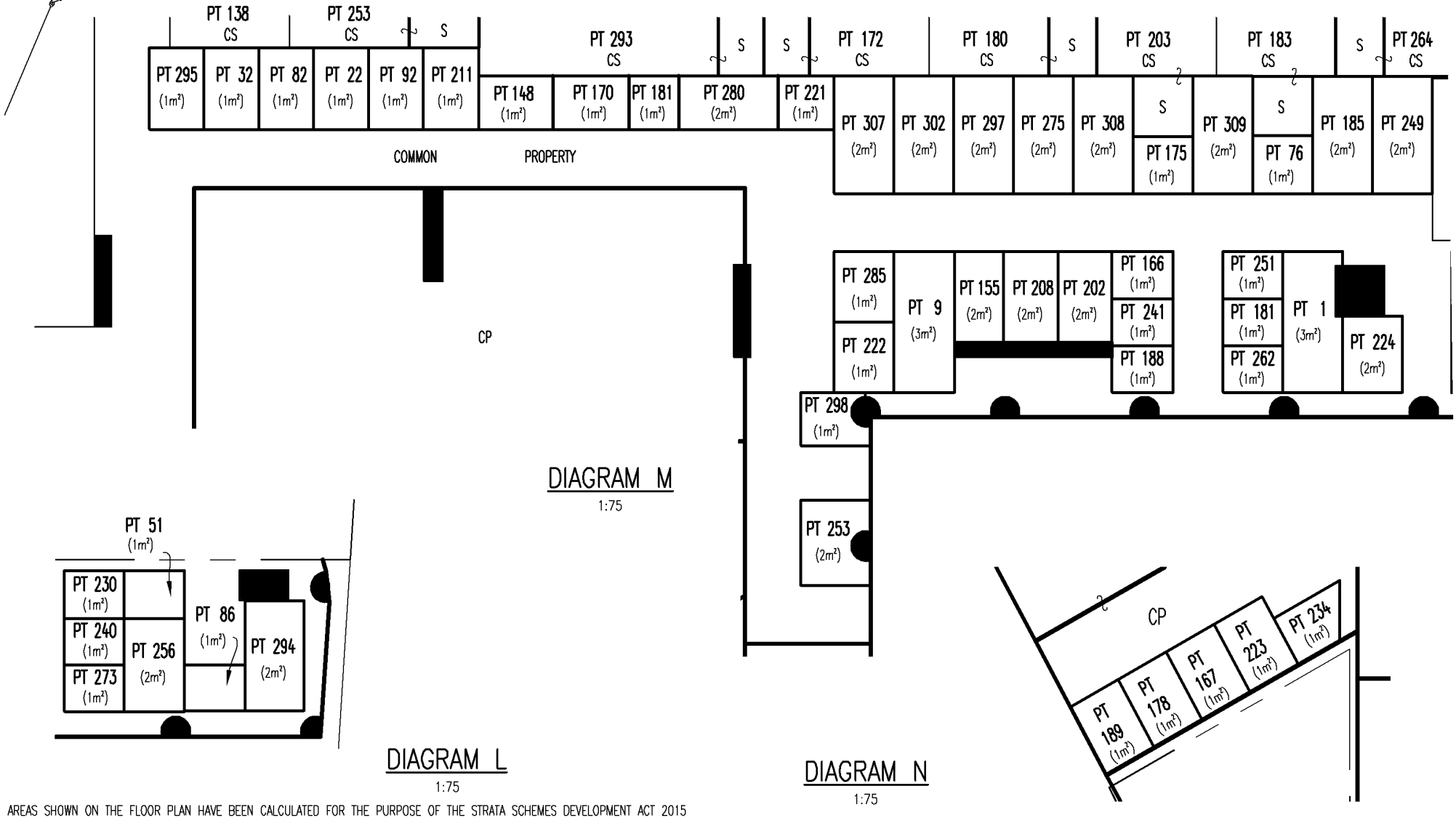

DIAGRAM M
1:75

DIAGRAM L
1:75

DIAGRAM N
1:75

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:75 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR				

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BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE STORAGE SPACES ON THIS SHEET

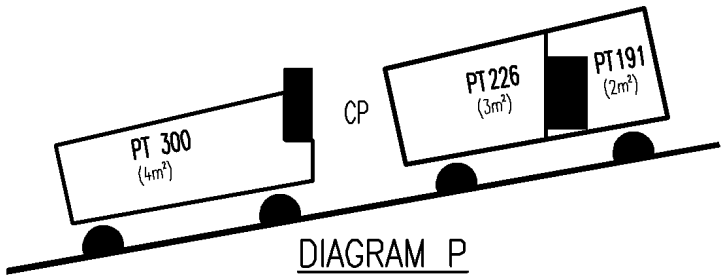

DIAGRAM P

1:75

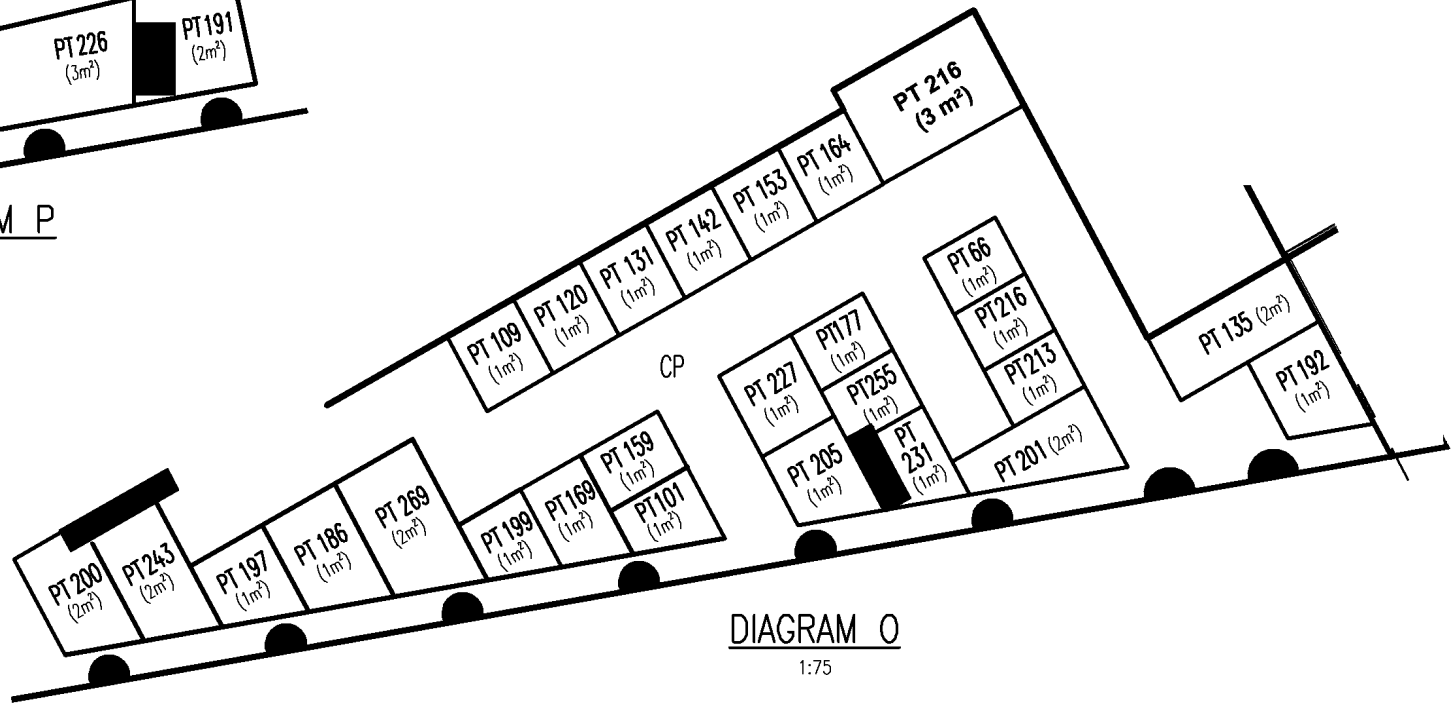

DIAGRAM O

1:75

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:75 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR				

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PT 216 ADDED SEE 2020-778 23/7/2020

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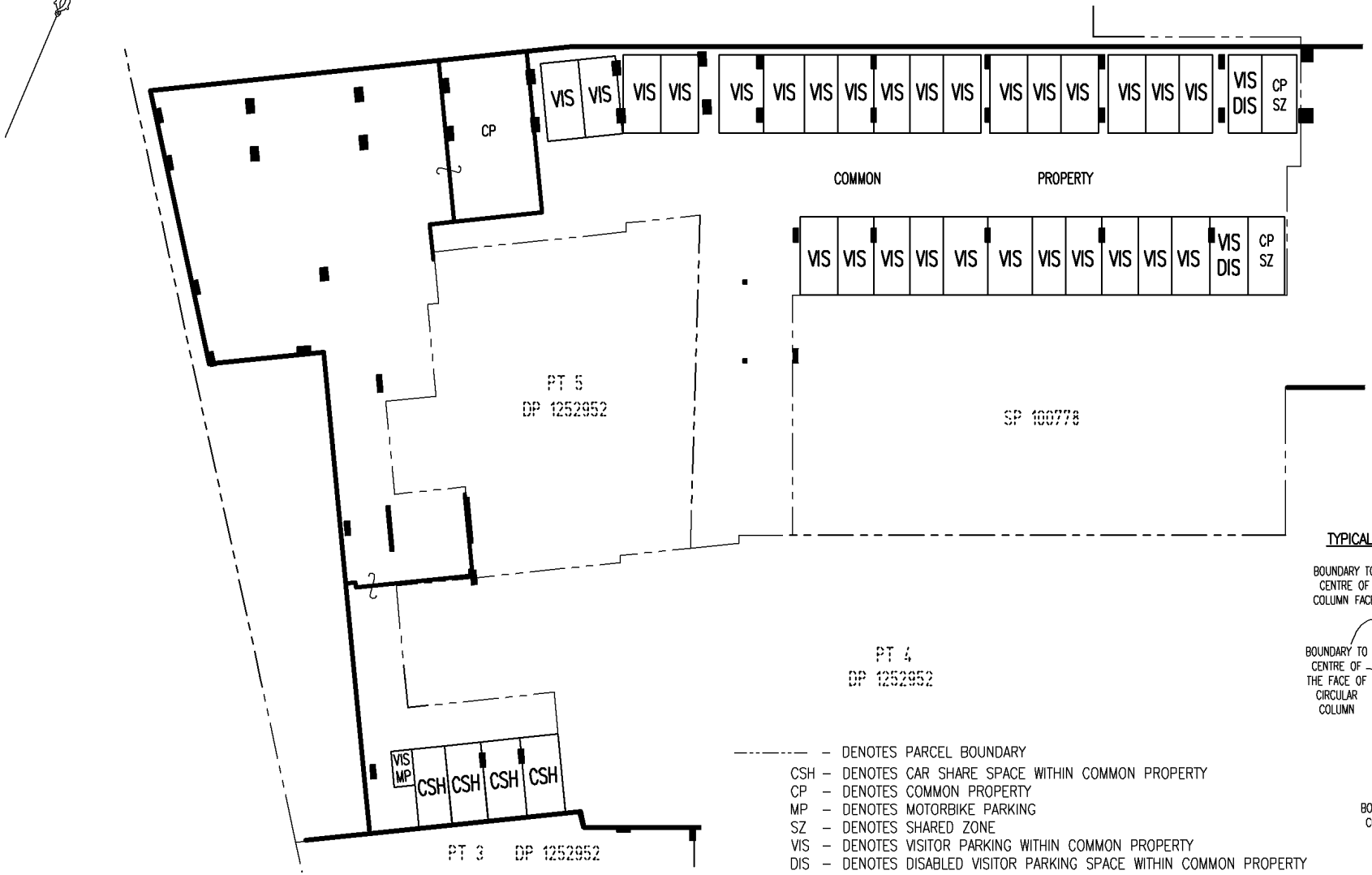
BASEMENT LEVEL 1


CP
VIS VIS VIS

LEVEL 1
BUILDING 2

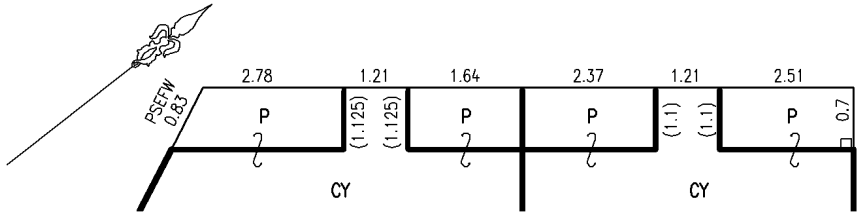
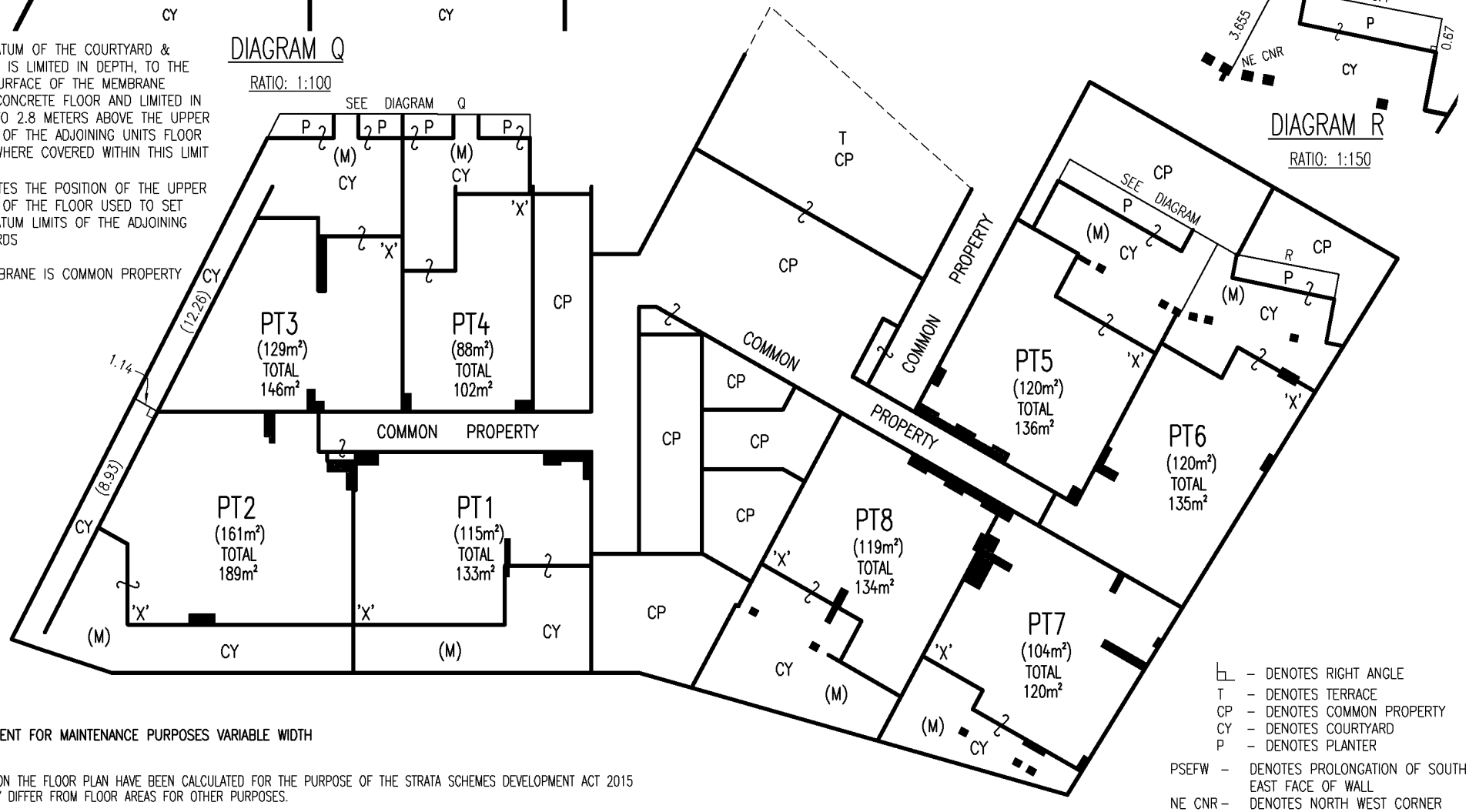


DIAGRAM Q

RATIO: 1:100

- THE STRATUM OF THE COURTYARD & PLANTERS IS LIMITED IN DEPTH, TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR AND LIMITED IN HEIGHT, TO 2.8 METERS ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS
- THE MEMBRANE IS COMMON PROPERTY



EASEMENTS

(M) – EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

⌞ – DENOTES RIGHT ANGLE
T – DENOTES TERRACE
CP – DENOTES COMMON PROPERTY
CY – DENOTES COURTYARD
P – DENOTES PLANTER
PSEFW – DENOTES PROLONGATION OF SOUTH EAST FACE OF WALL
NE CNR – DENOTES NORTH WEST CORNER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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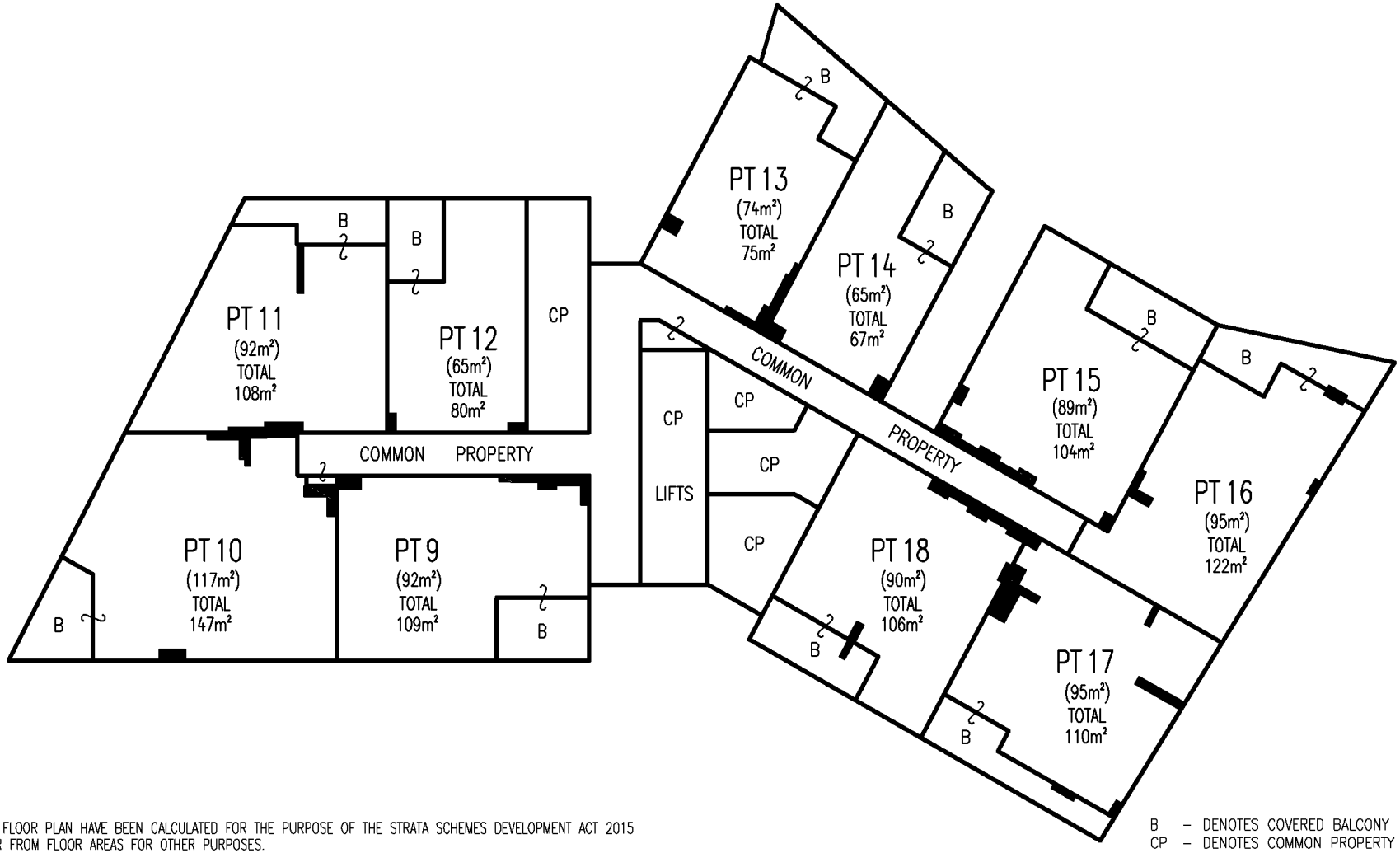
LEVEL 2
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR				

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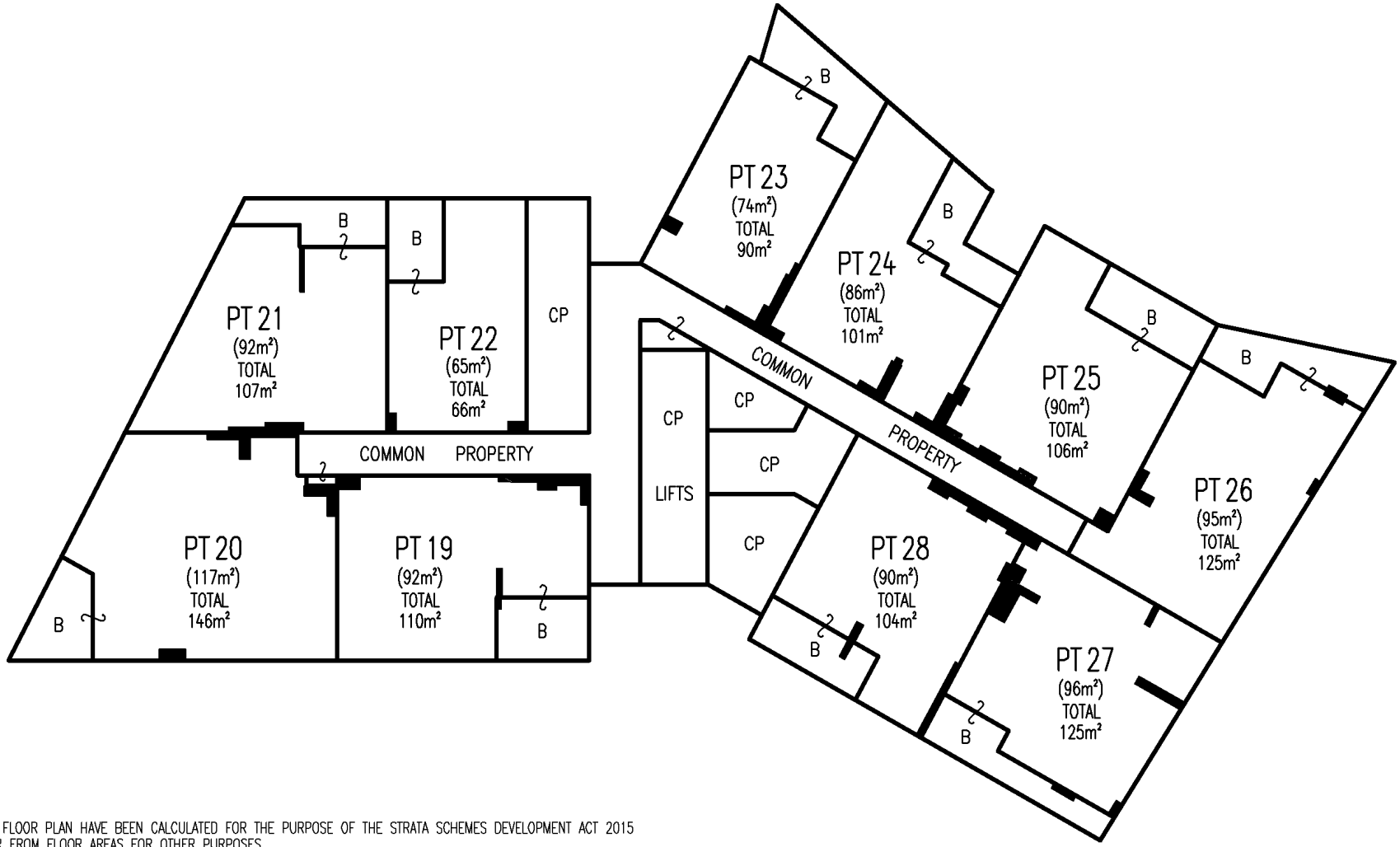
LEVEL 3
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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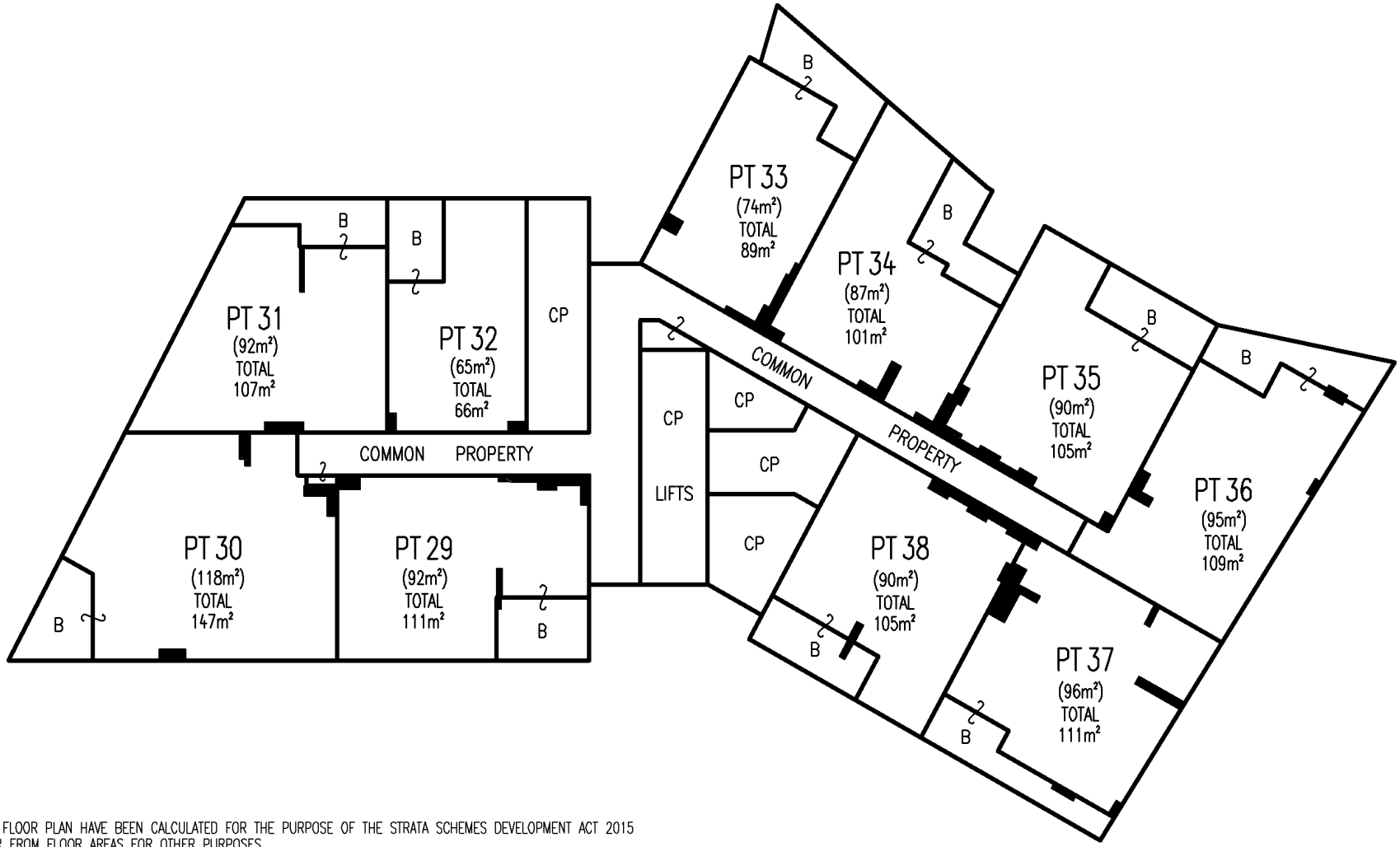
LEVEL 4
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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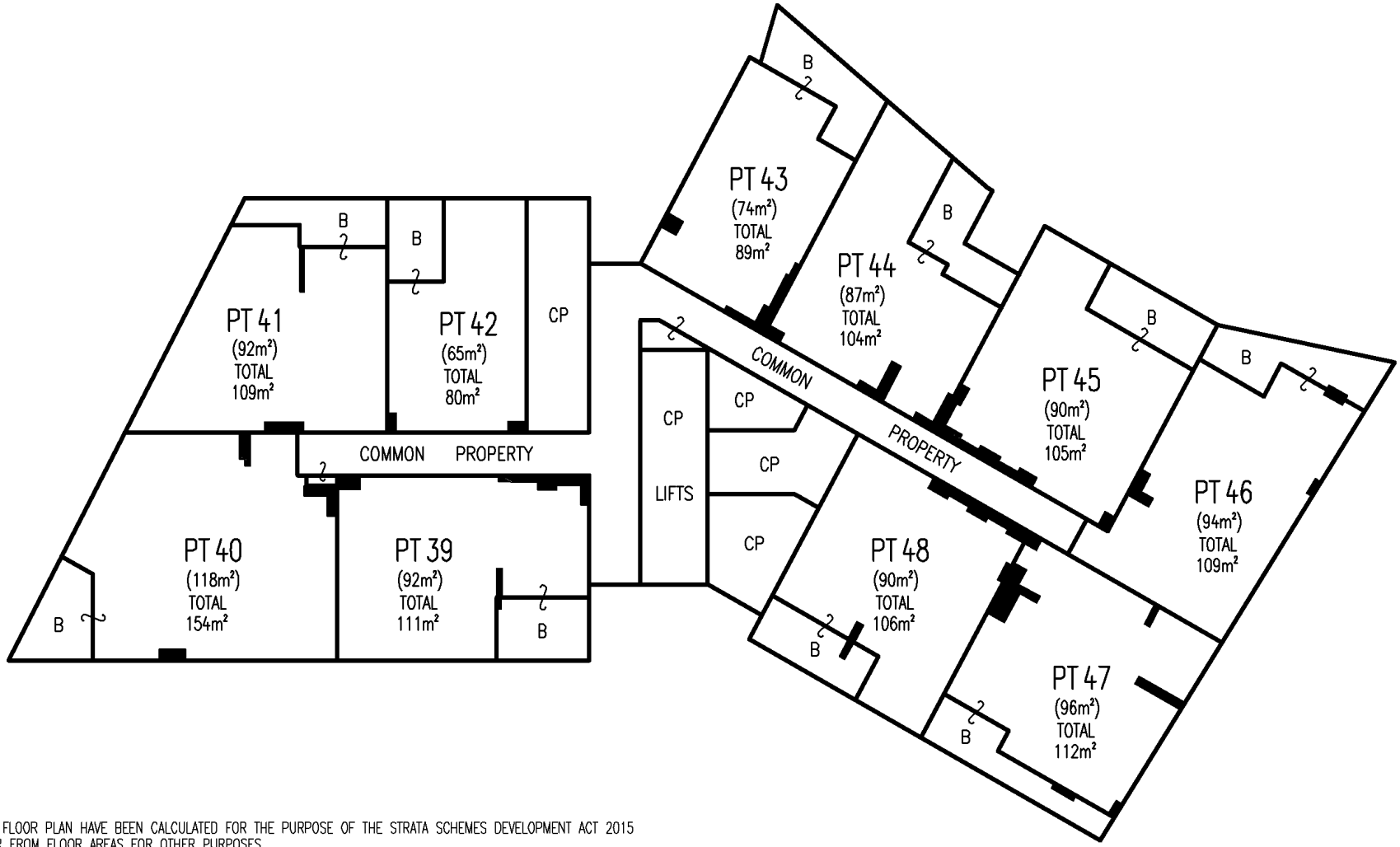
LEVEL 5
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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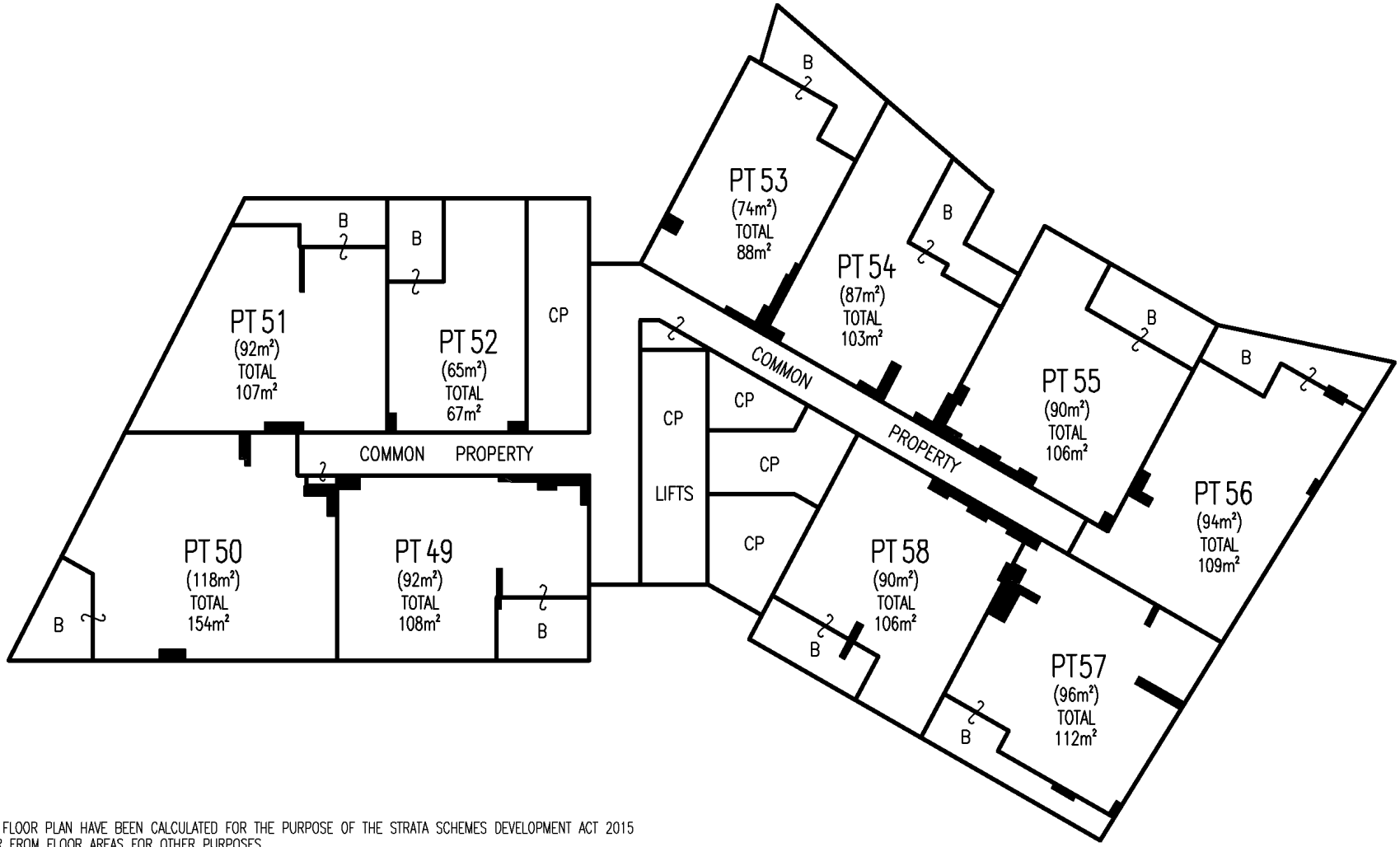
LEVEL 6
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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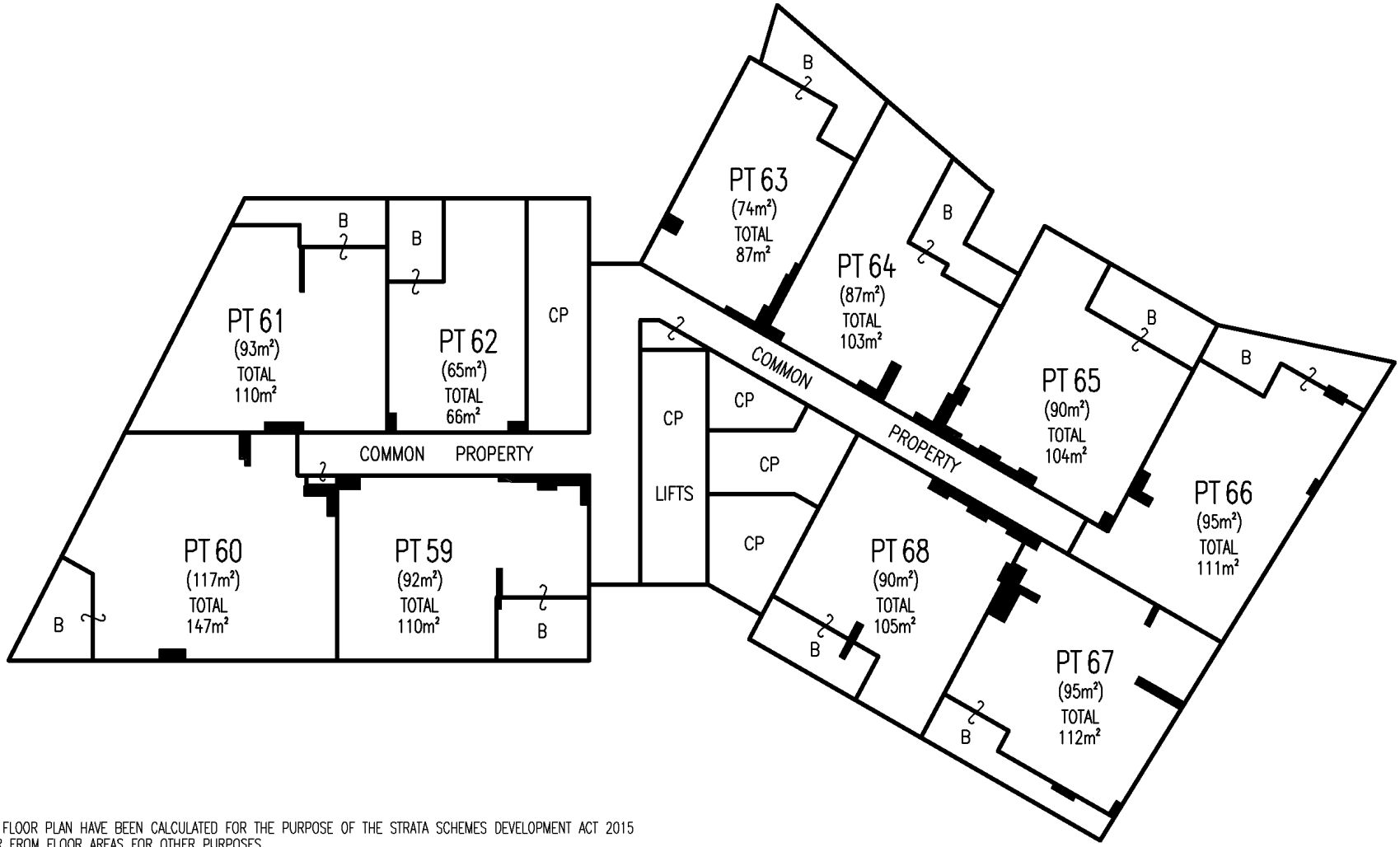
LEVEL 7
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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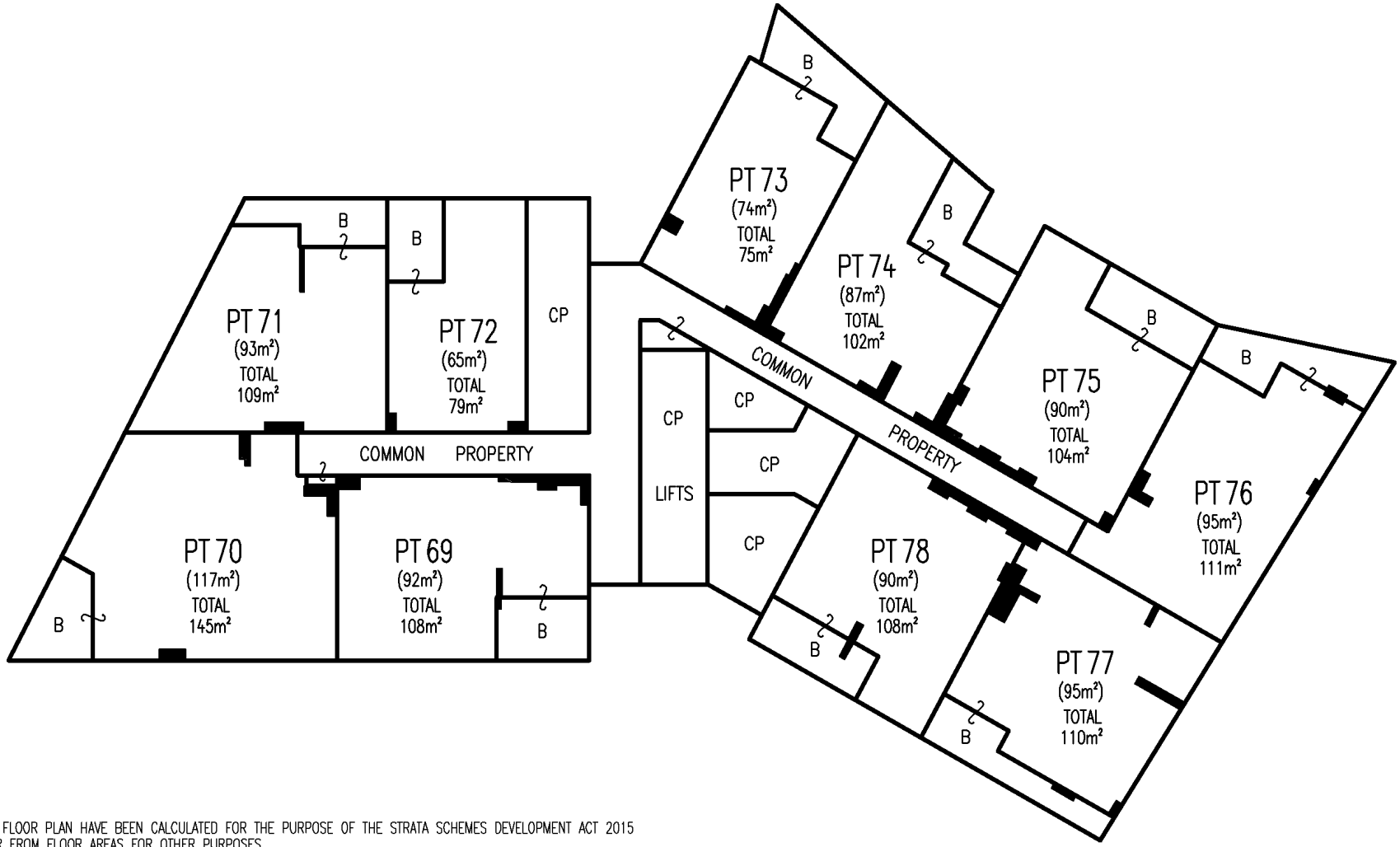
LEVEL 8
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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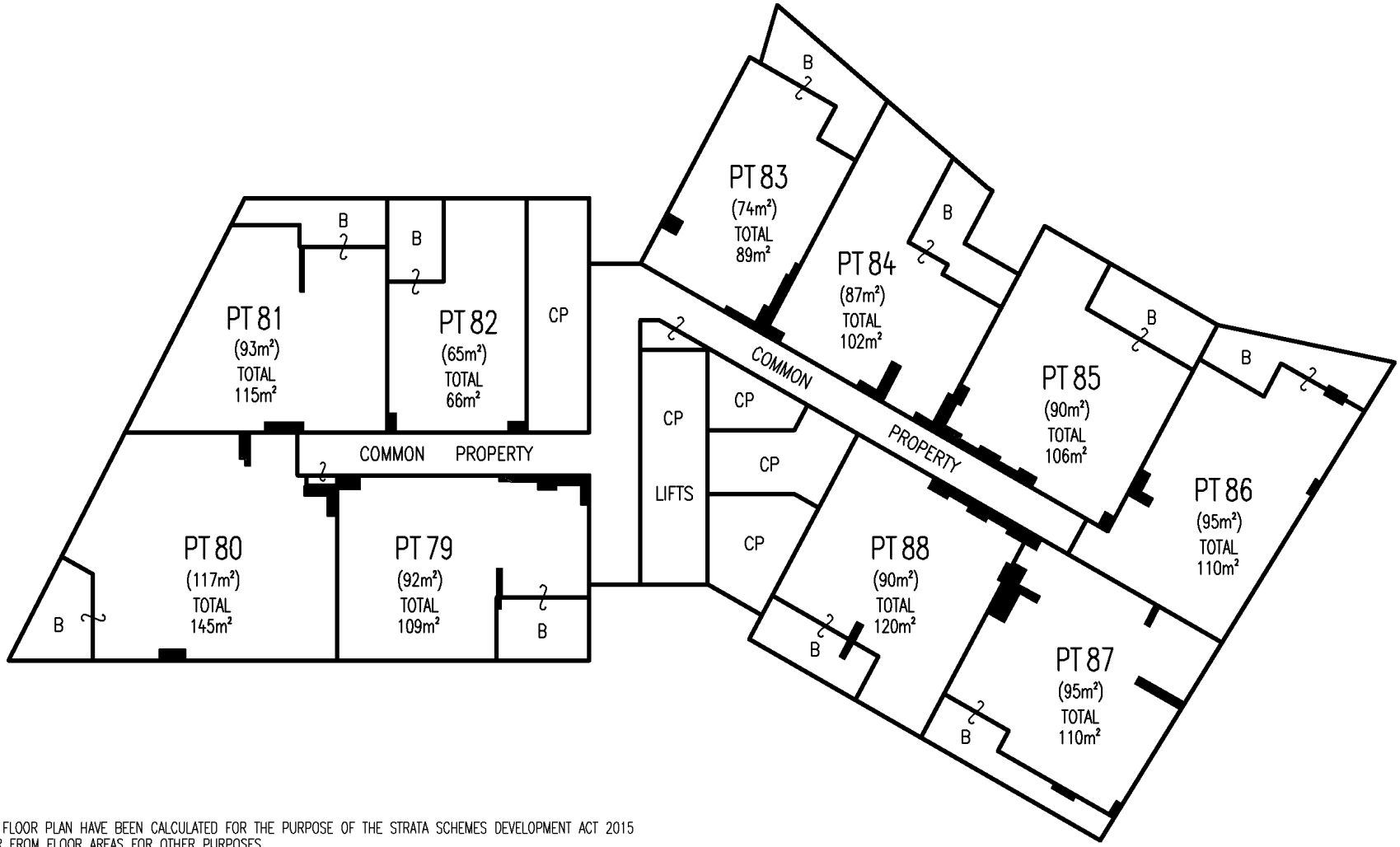
LEVEL 9
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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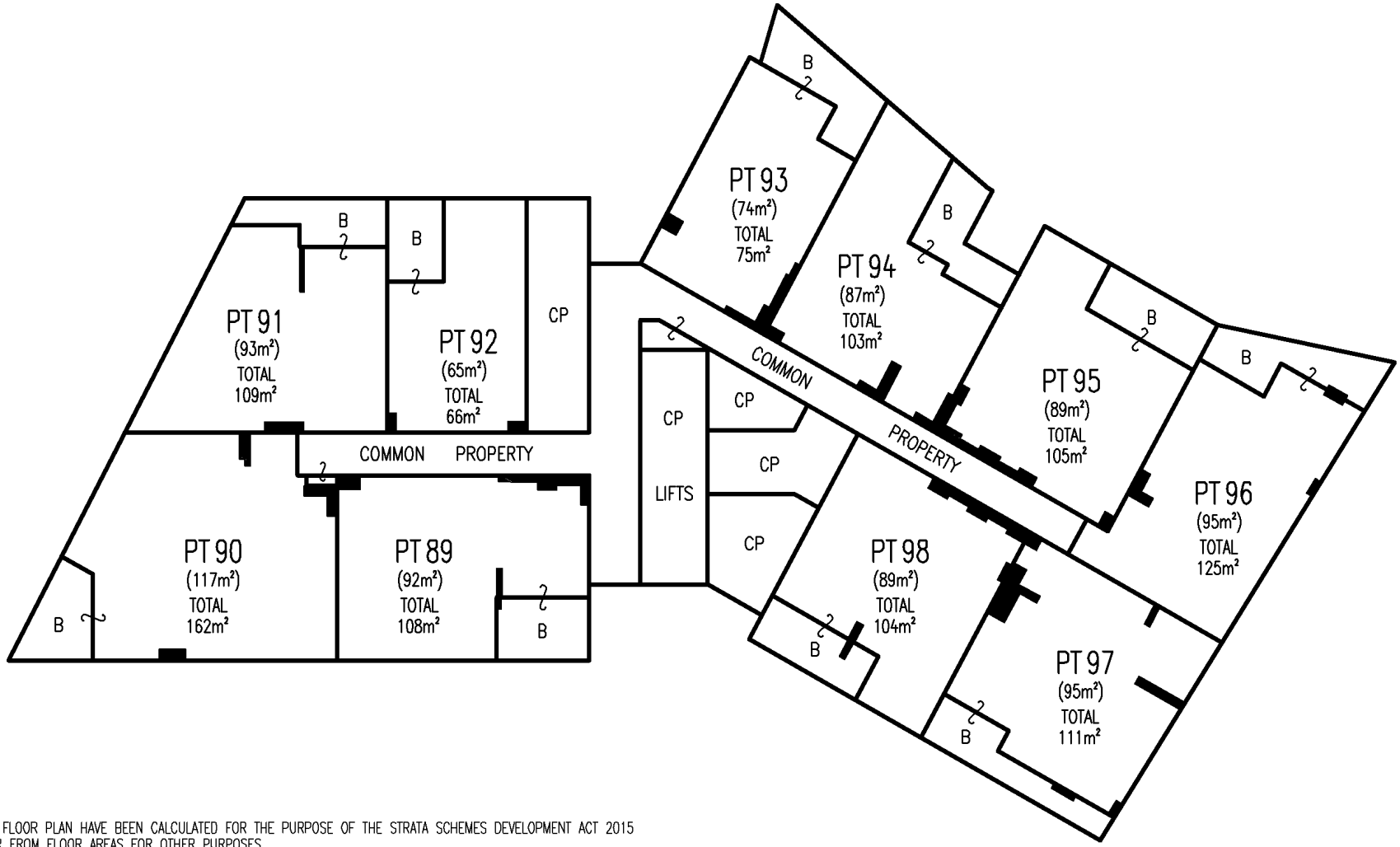
LEVEL 10
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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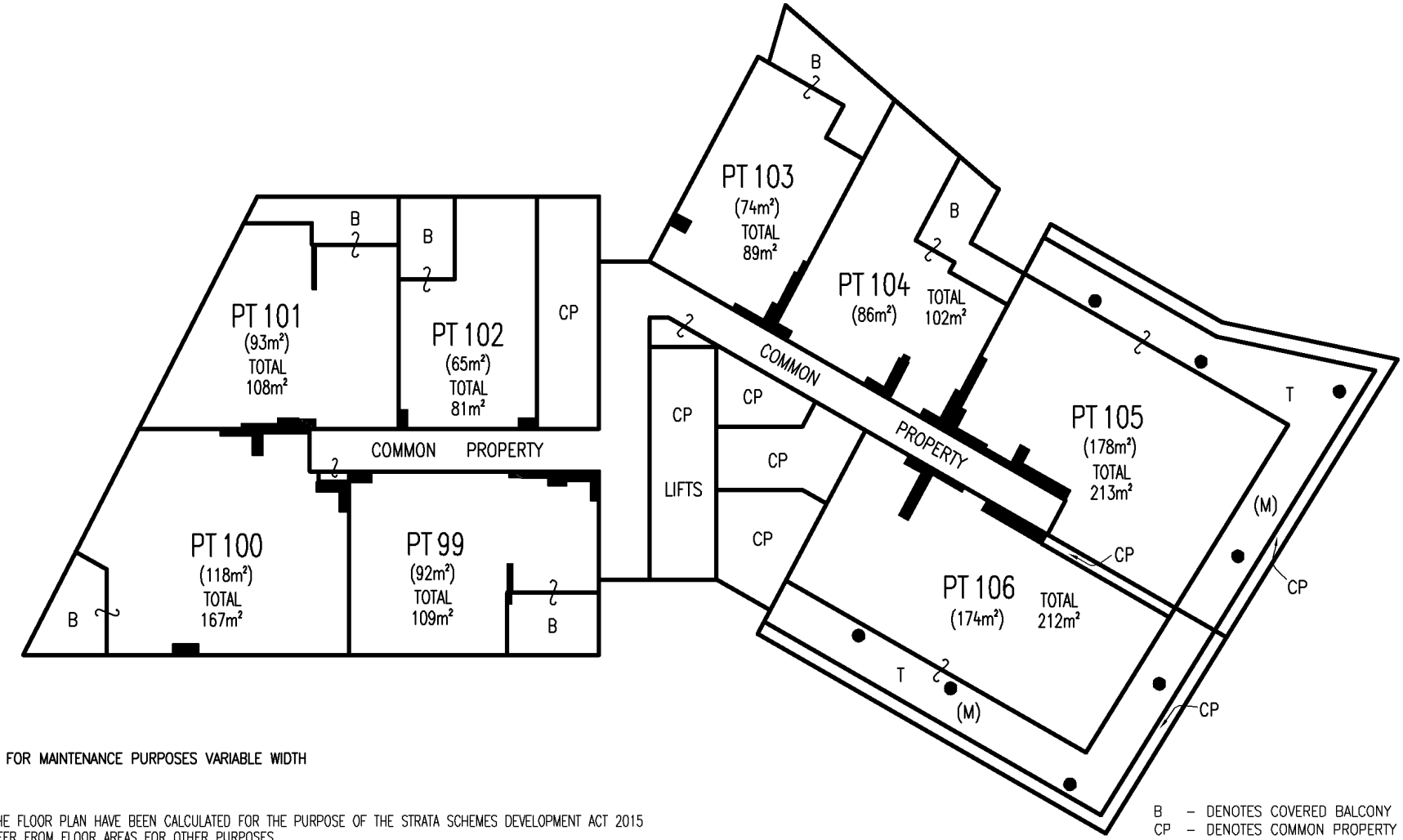
LEVEL 11
BUILDING 2

- THE STRATUM OF THE BALCONIES & TERRACES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



EASEMENTS

(M) – EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY
T – DENOTES COVERED TERRACE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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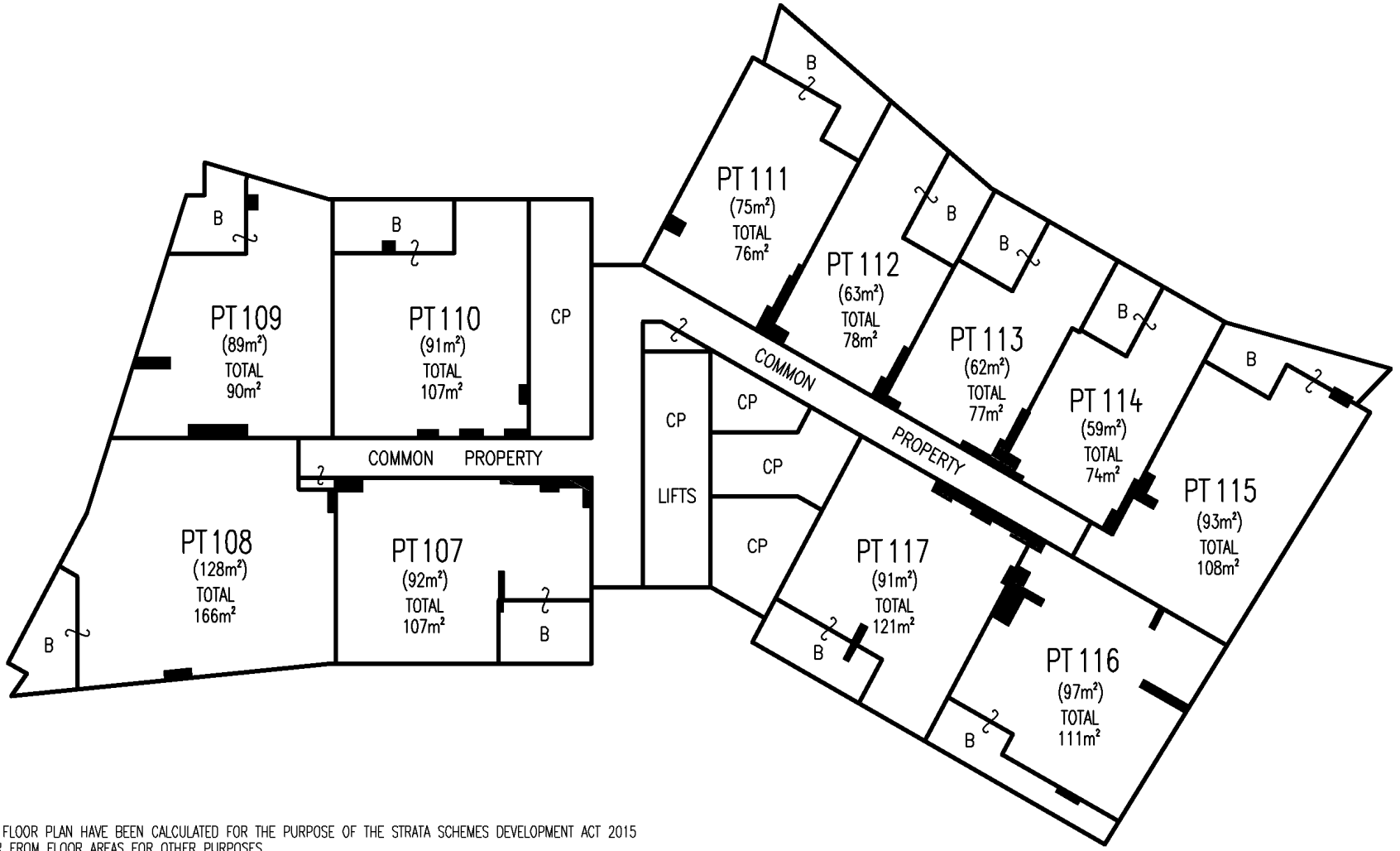
LEVEL 12
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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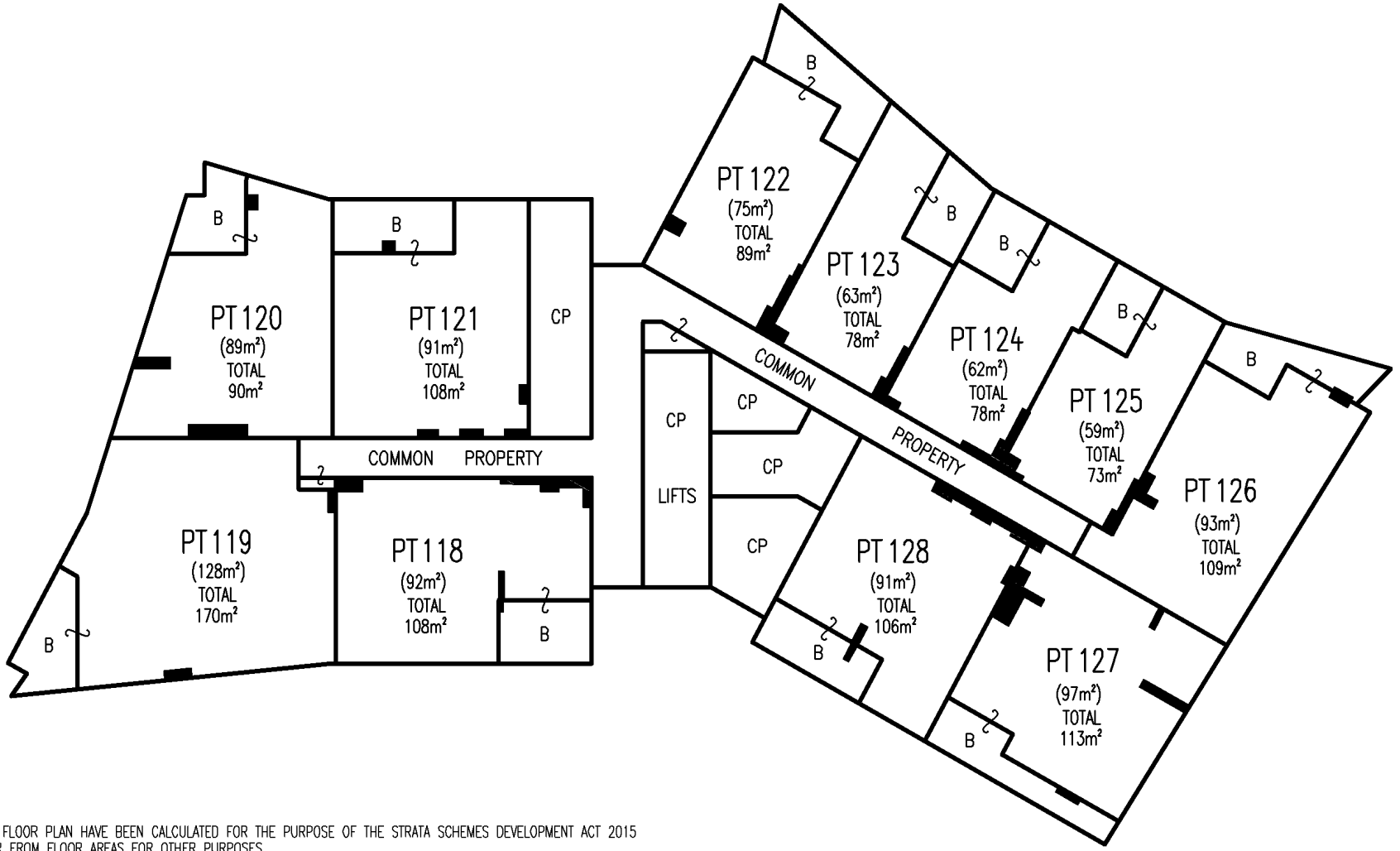
LEVEL 13
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR				

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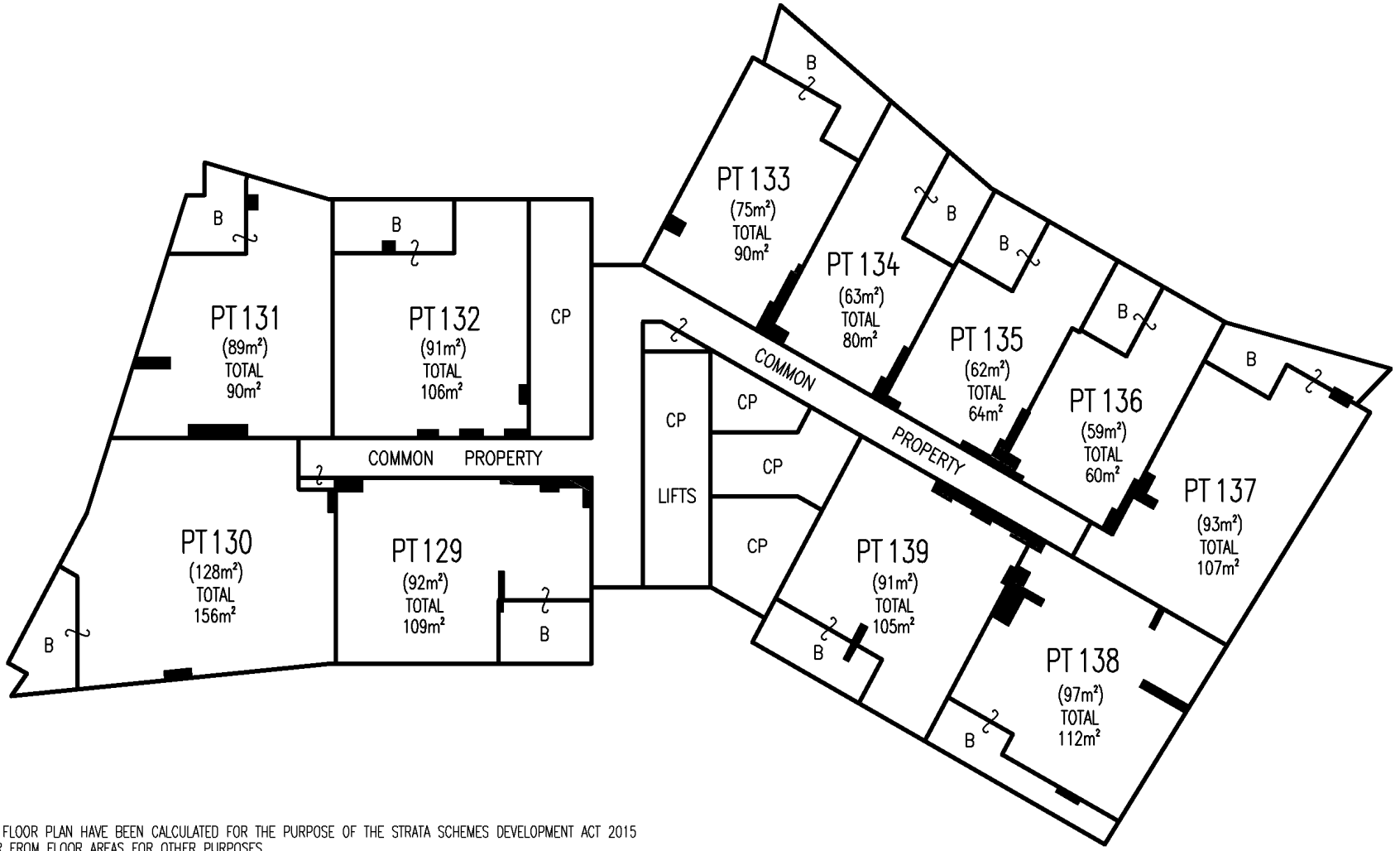
LEVEL 14
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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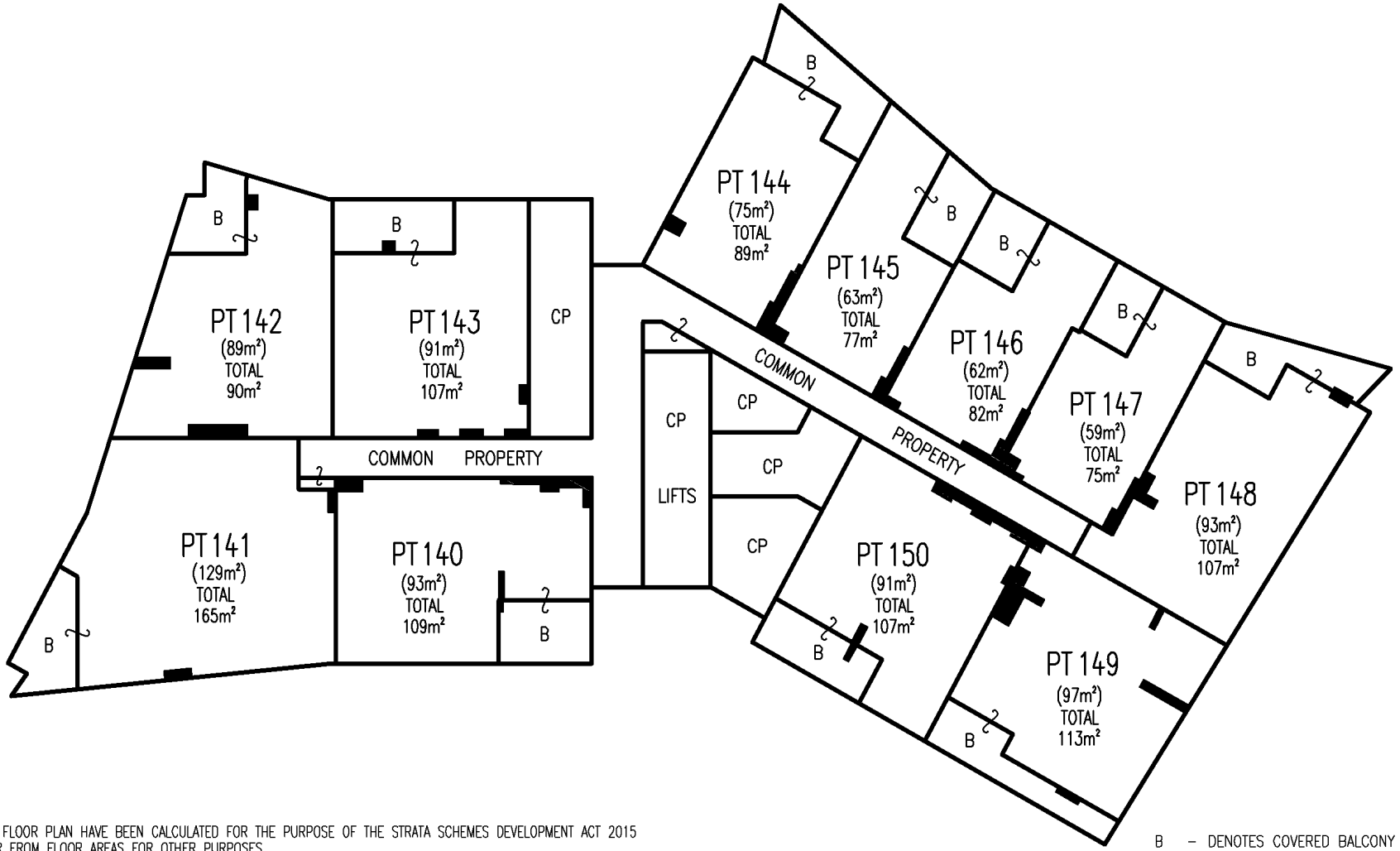
LEVEL 15
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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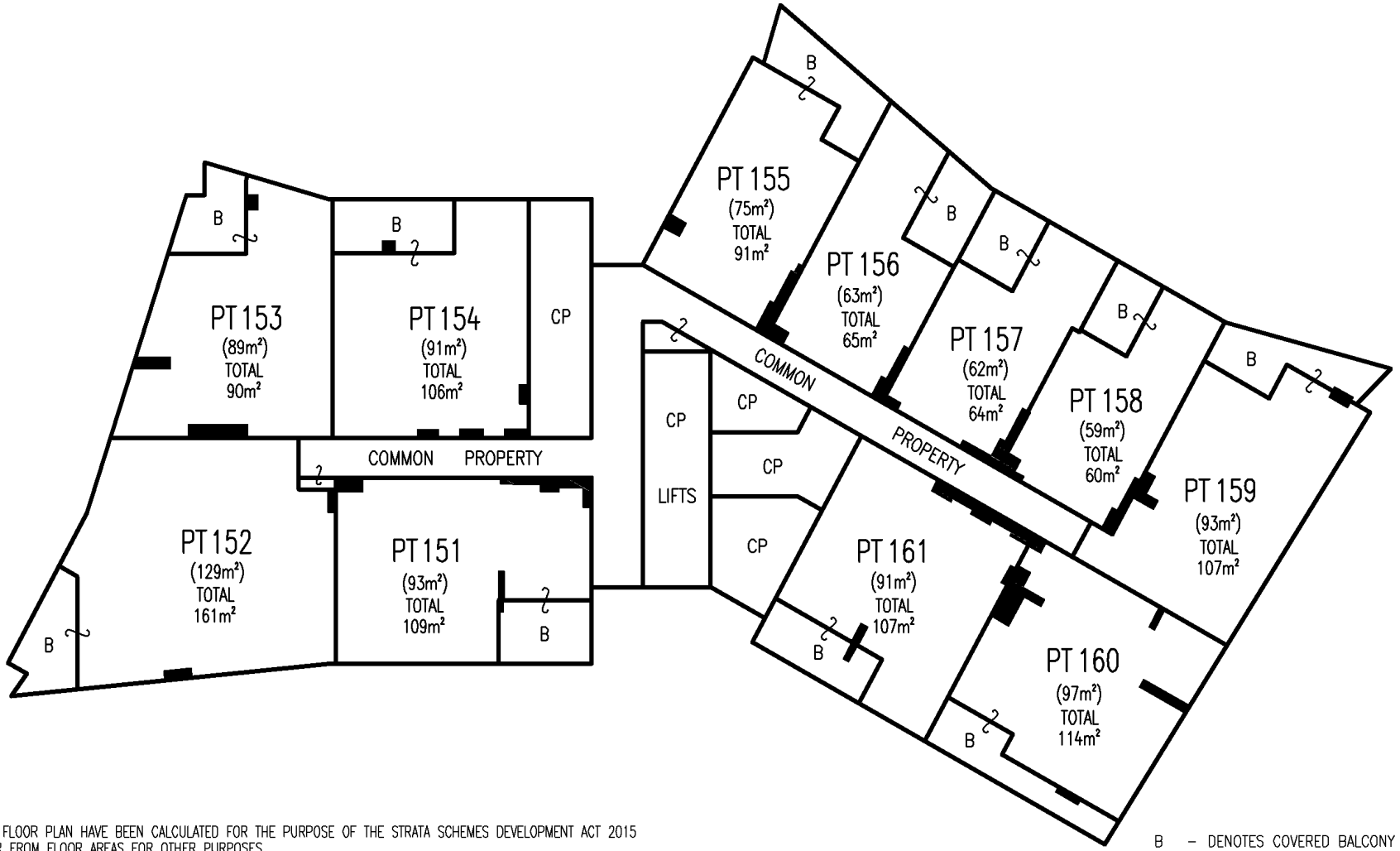
LEVEL 16
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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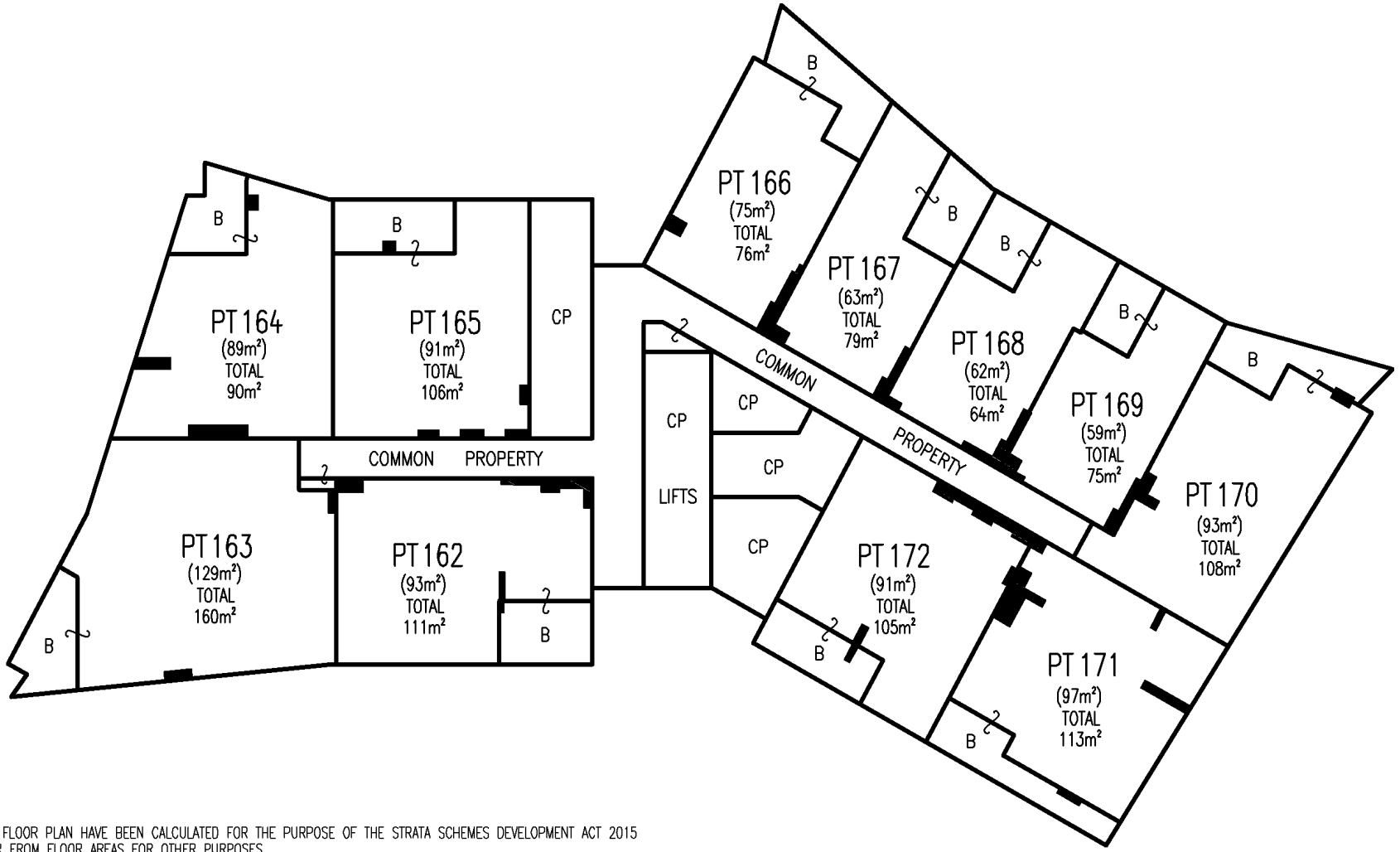
LEVEL 17
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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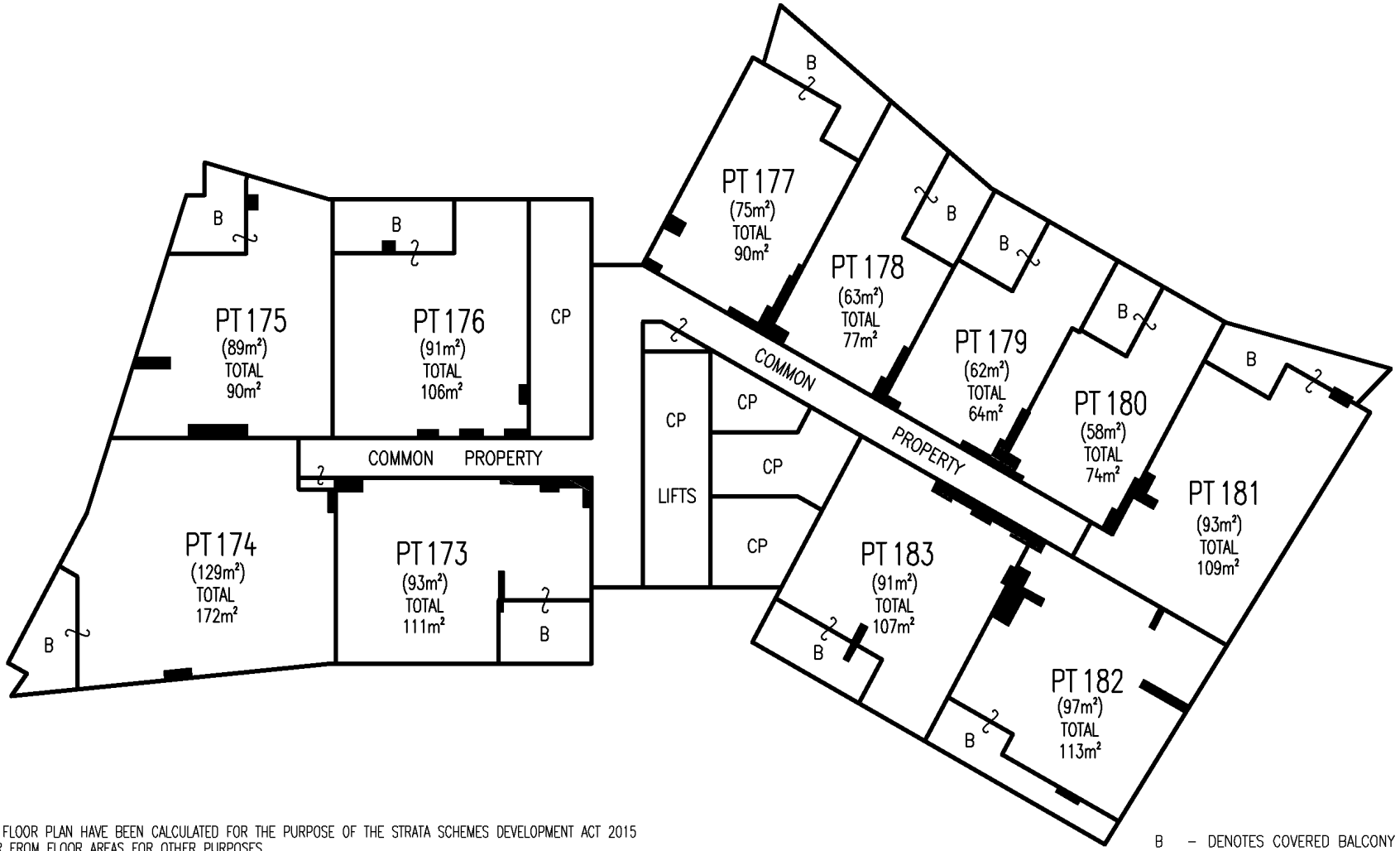
LEVEL 18
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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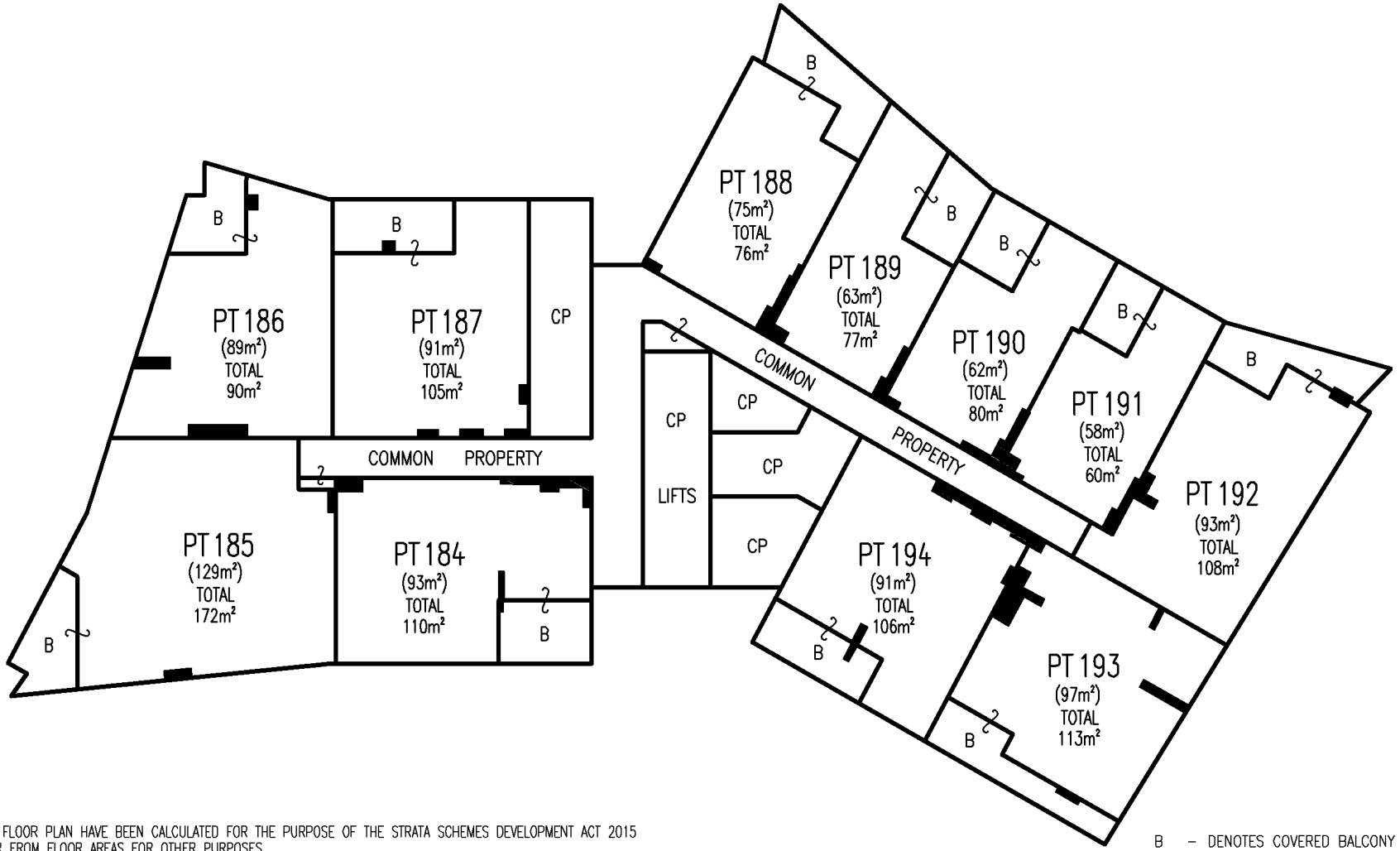
LEVEL 19
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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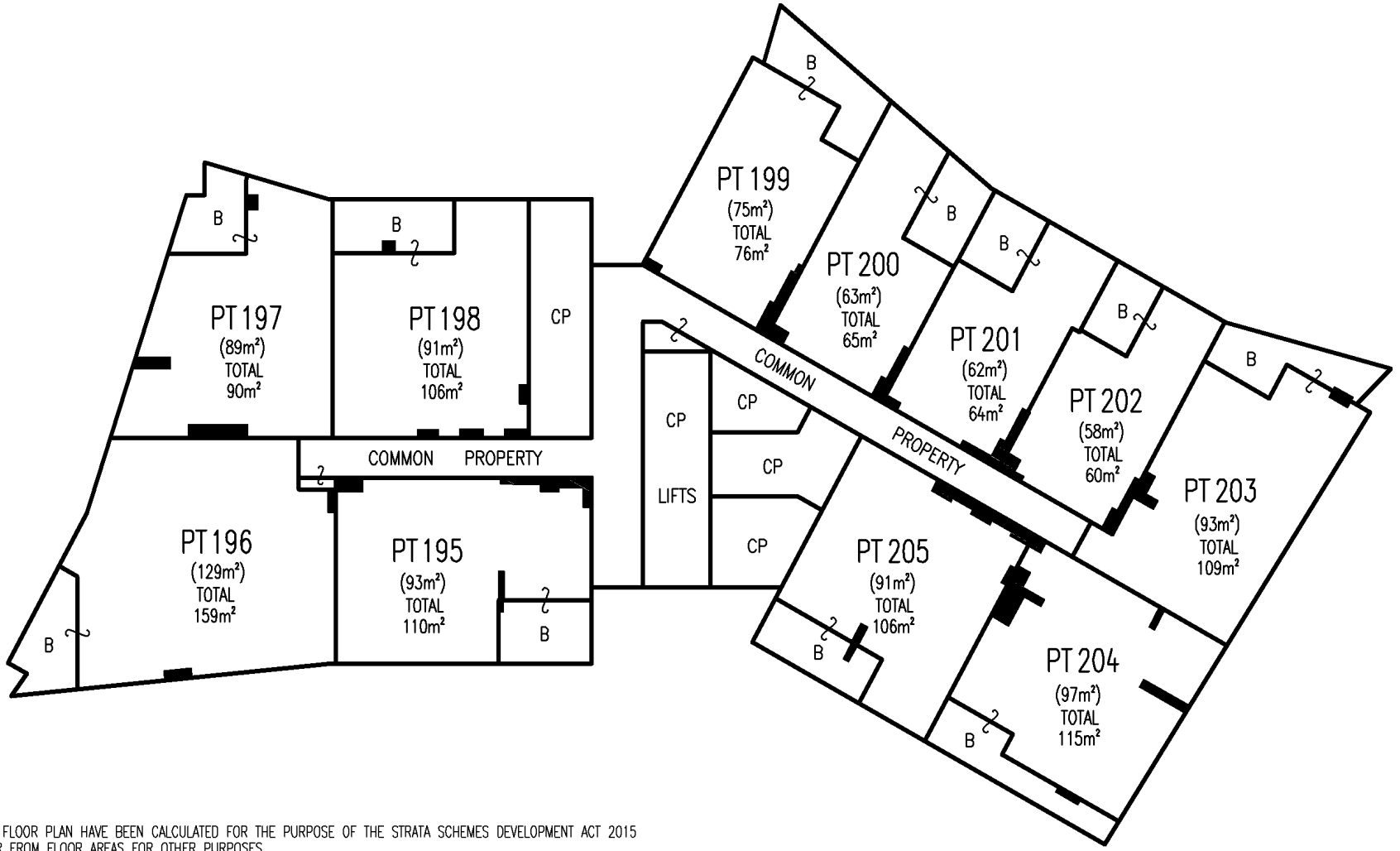
LEVEL 20
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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LEVEL 21
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
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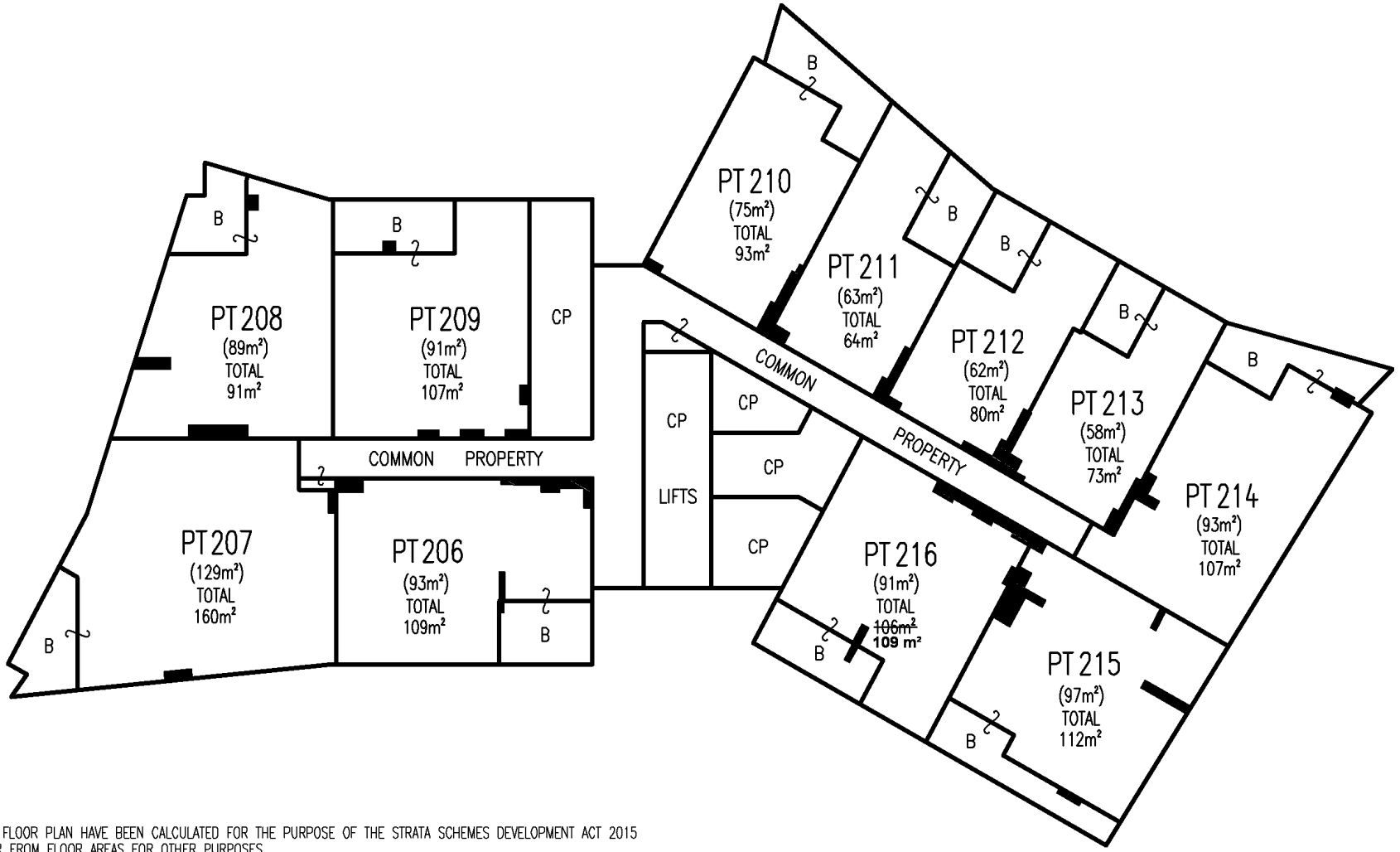

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Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR			9.7.2020	

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PT 216 TOTAL AREA AMENDED SEE 2020-778 23/7/2020

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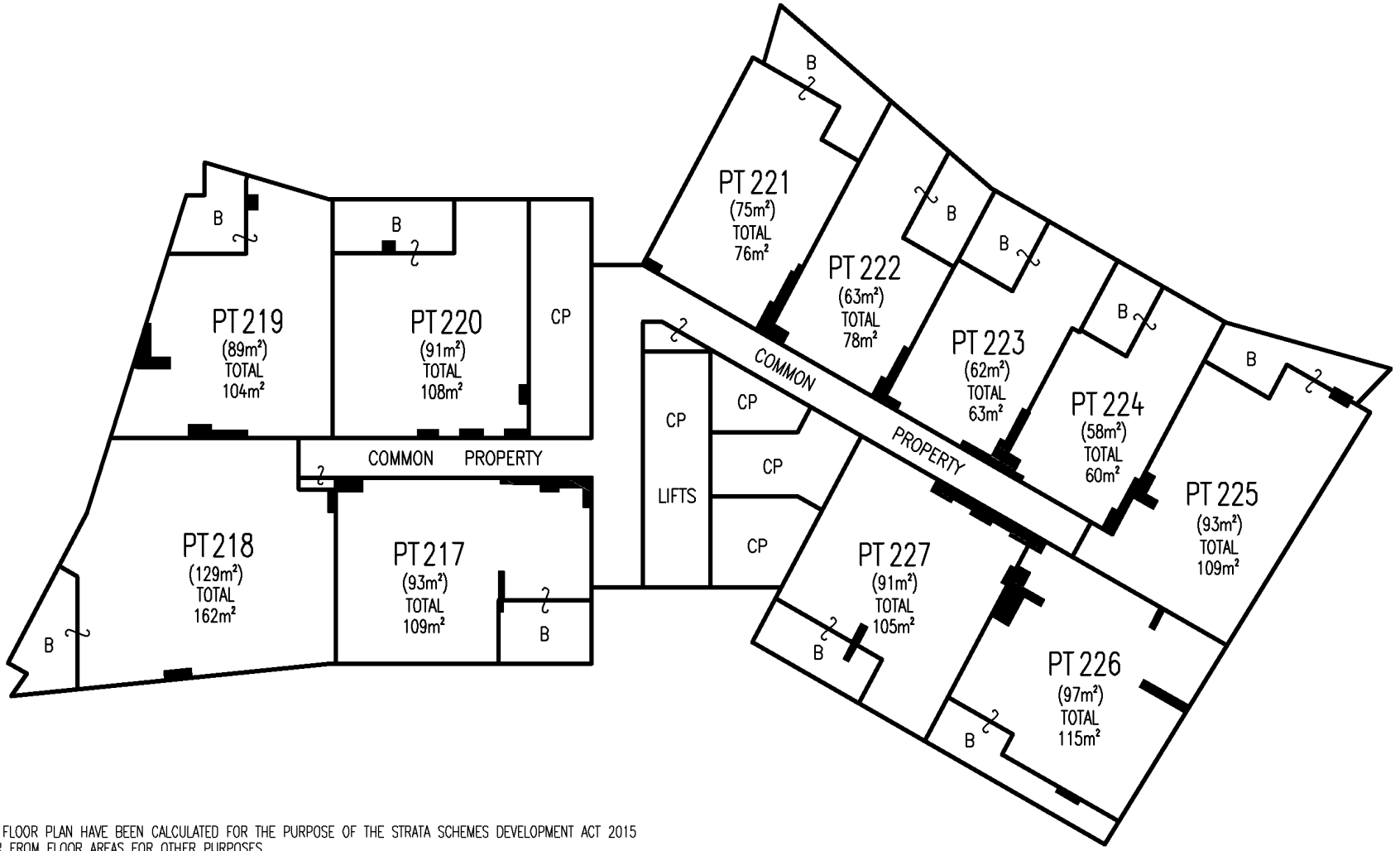
LEVEL 22
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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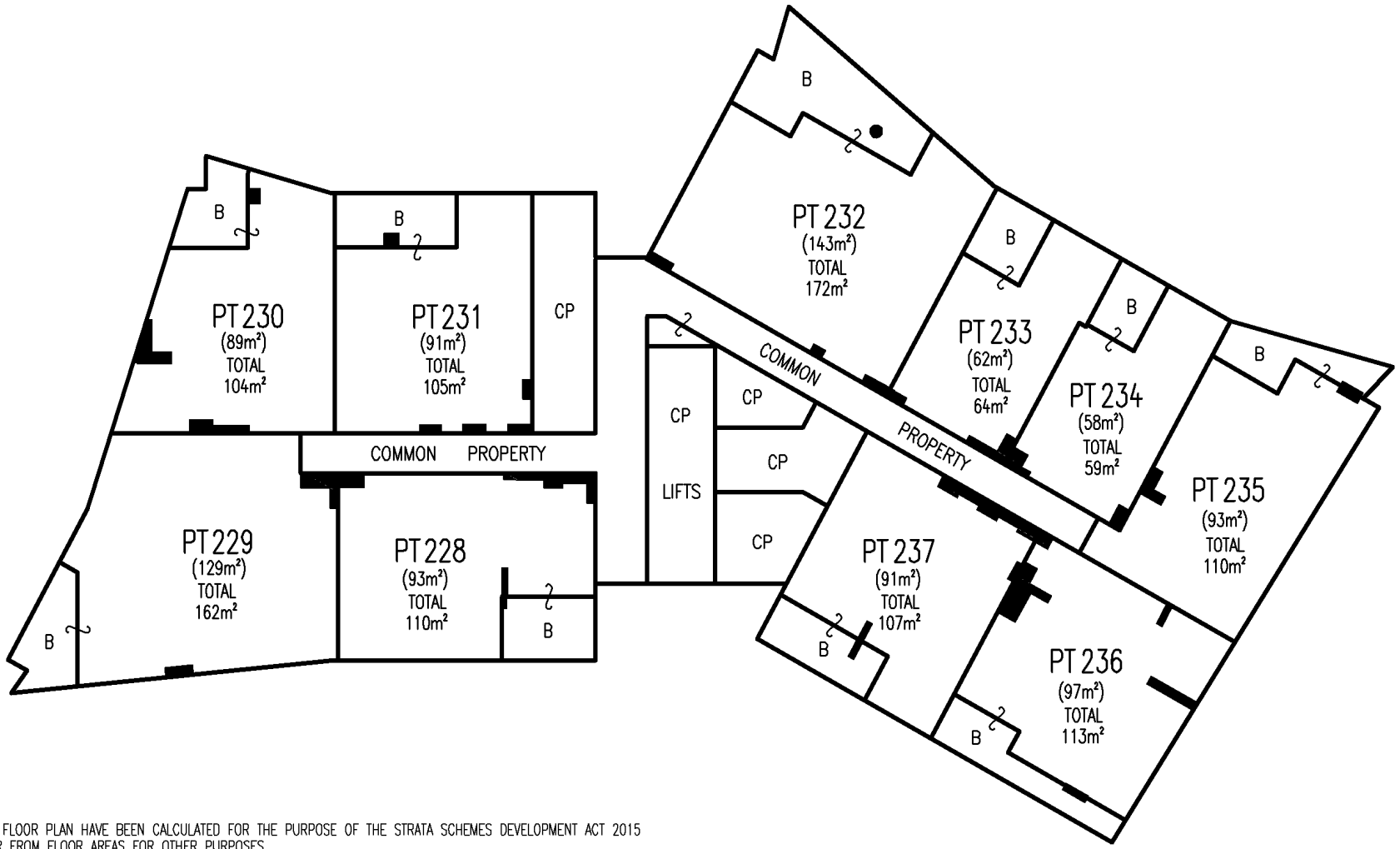
LEVEL 23
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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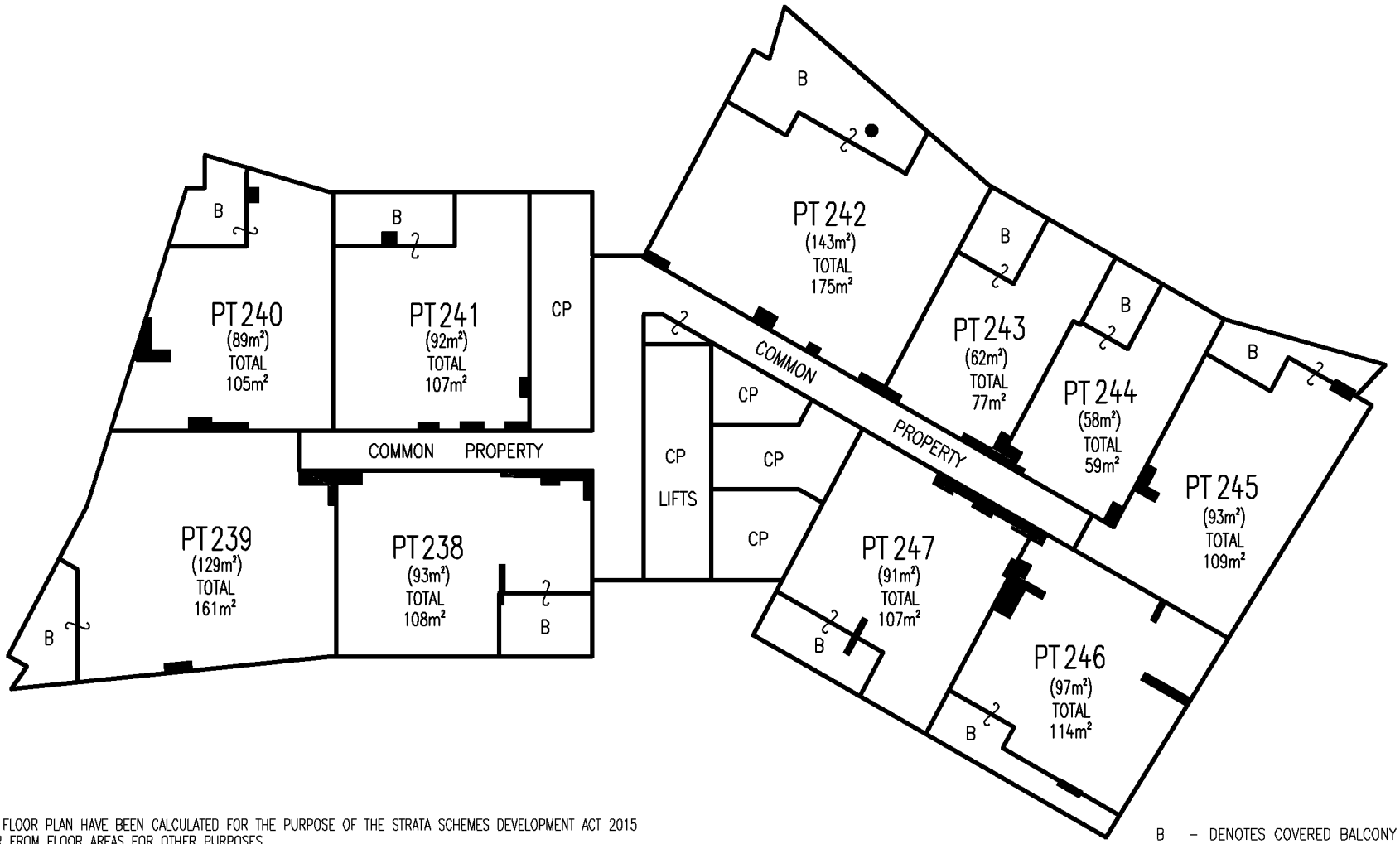
LEVEL 24
BUILDING 2

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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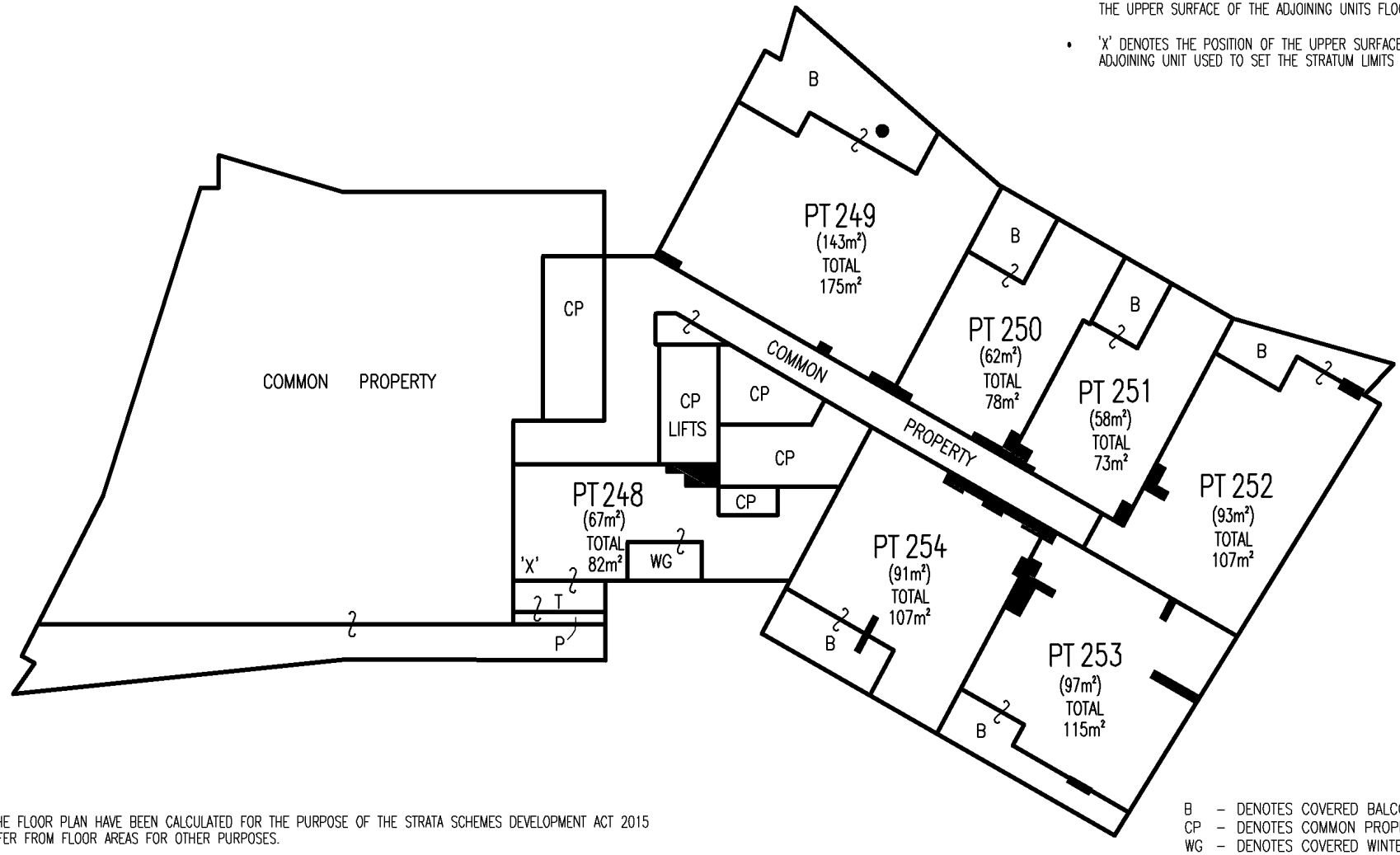
LEVEL 25
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY
- THE STRATUM OF THE TERRACE & PLANTER IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS AND IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE ADJOINING UNIT USED TO SET THE STRATUM LIMITS



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – DENOTES COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN
P – DENOTES PLANTER
T – DENOTES TERRACE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 9.7.2020	SP101702
Name: ADAM RICHARDSON Date: 16/06/2020 Reference: 140632 BLD2 SP-AR				

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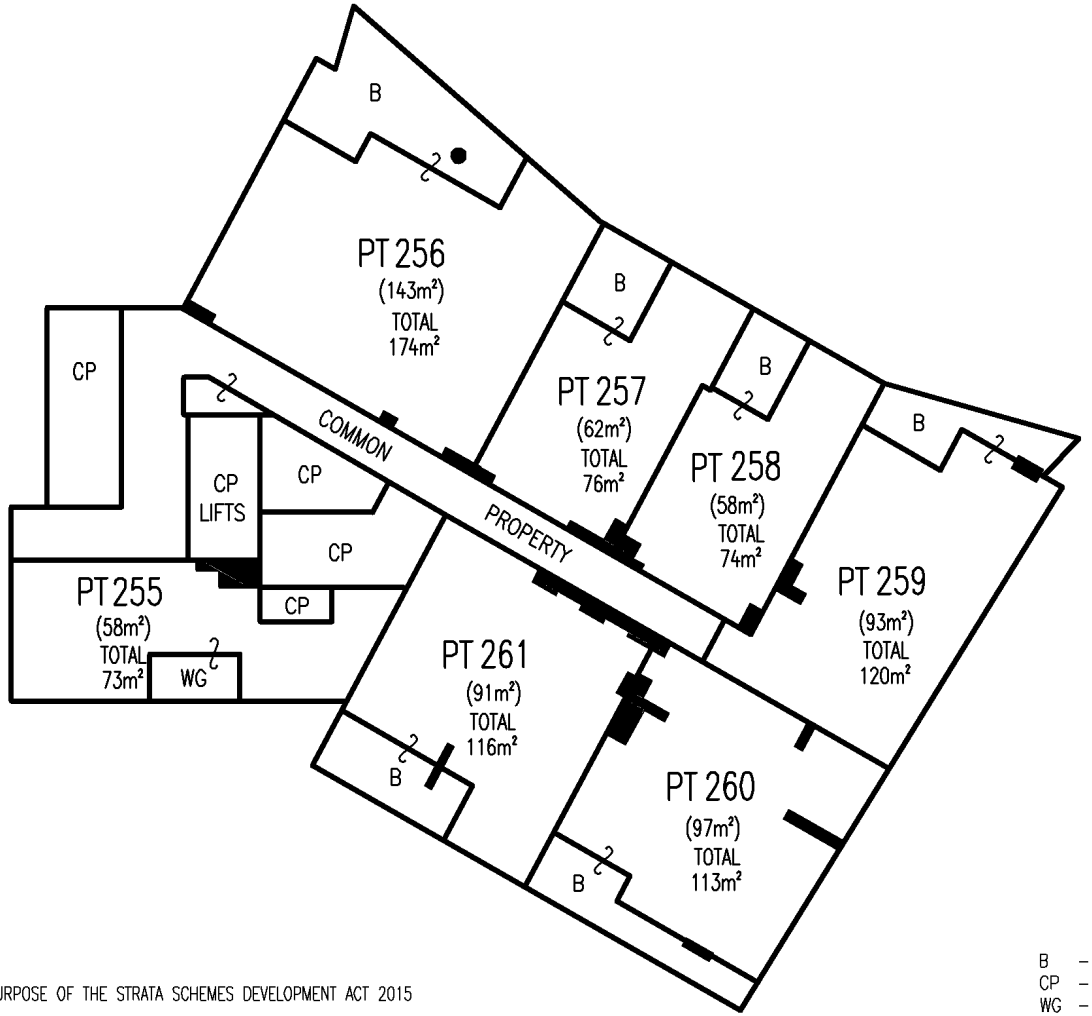
LEVEL 26
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES ENCLOSED COVERED . WINTER GARDEN

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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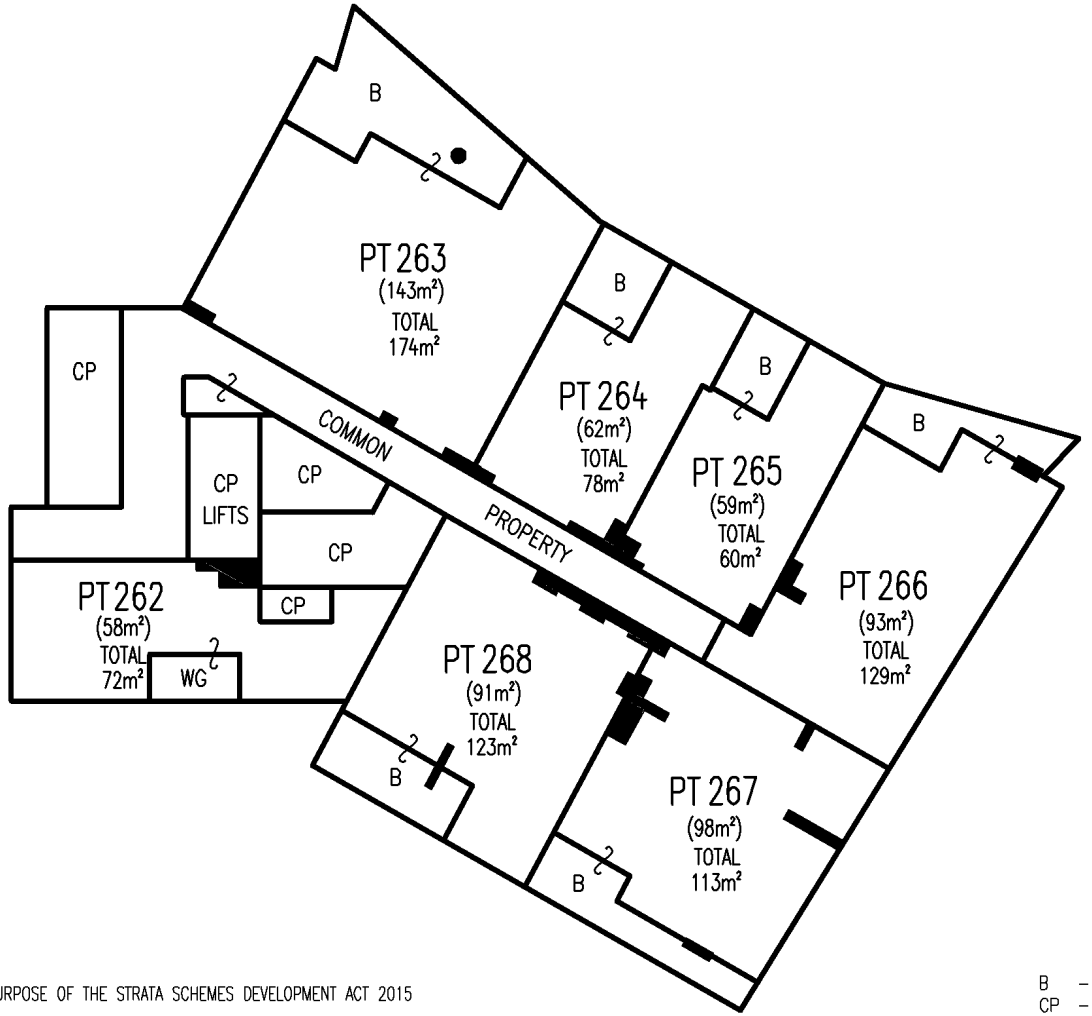
LEVEL 27
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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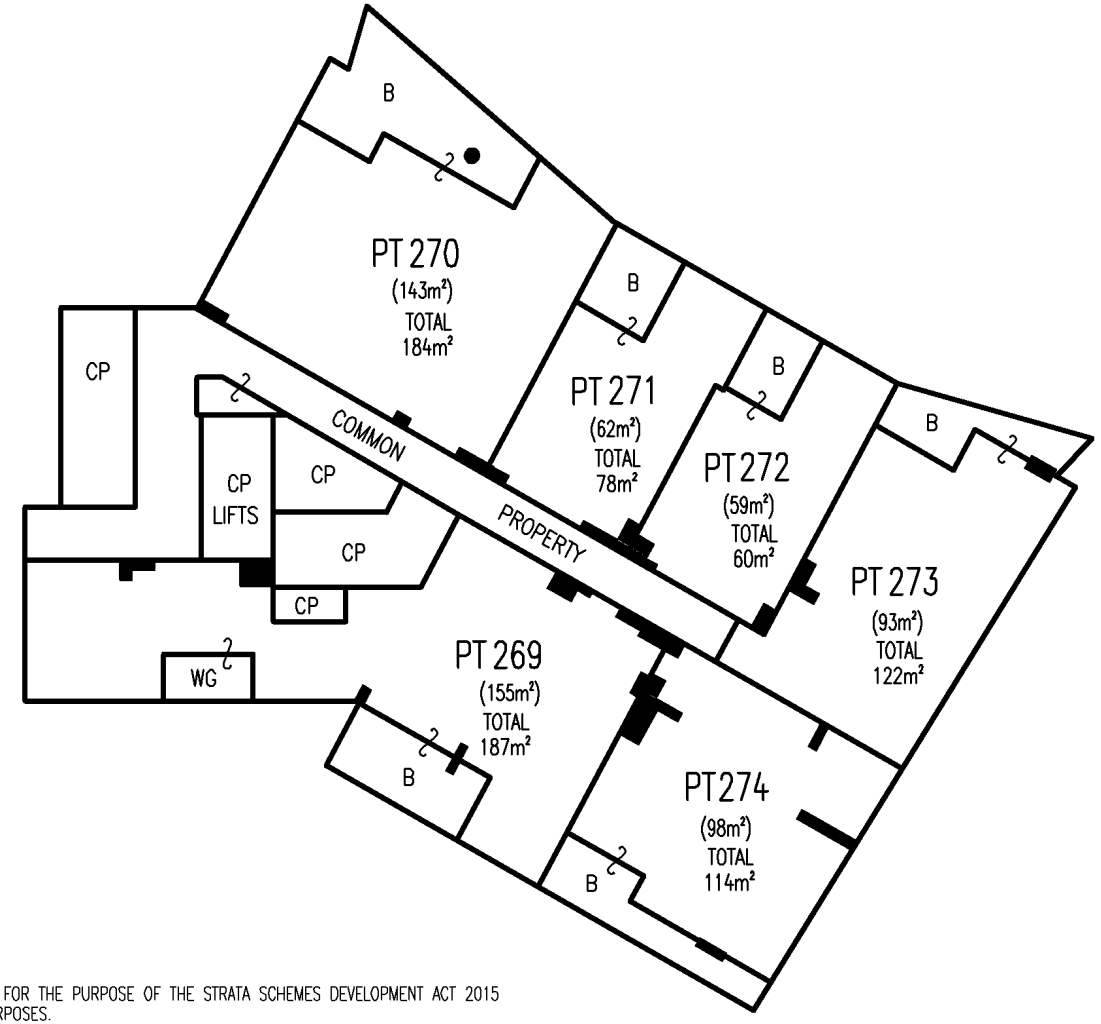
LEVEL 28
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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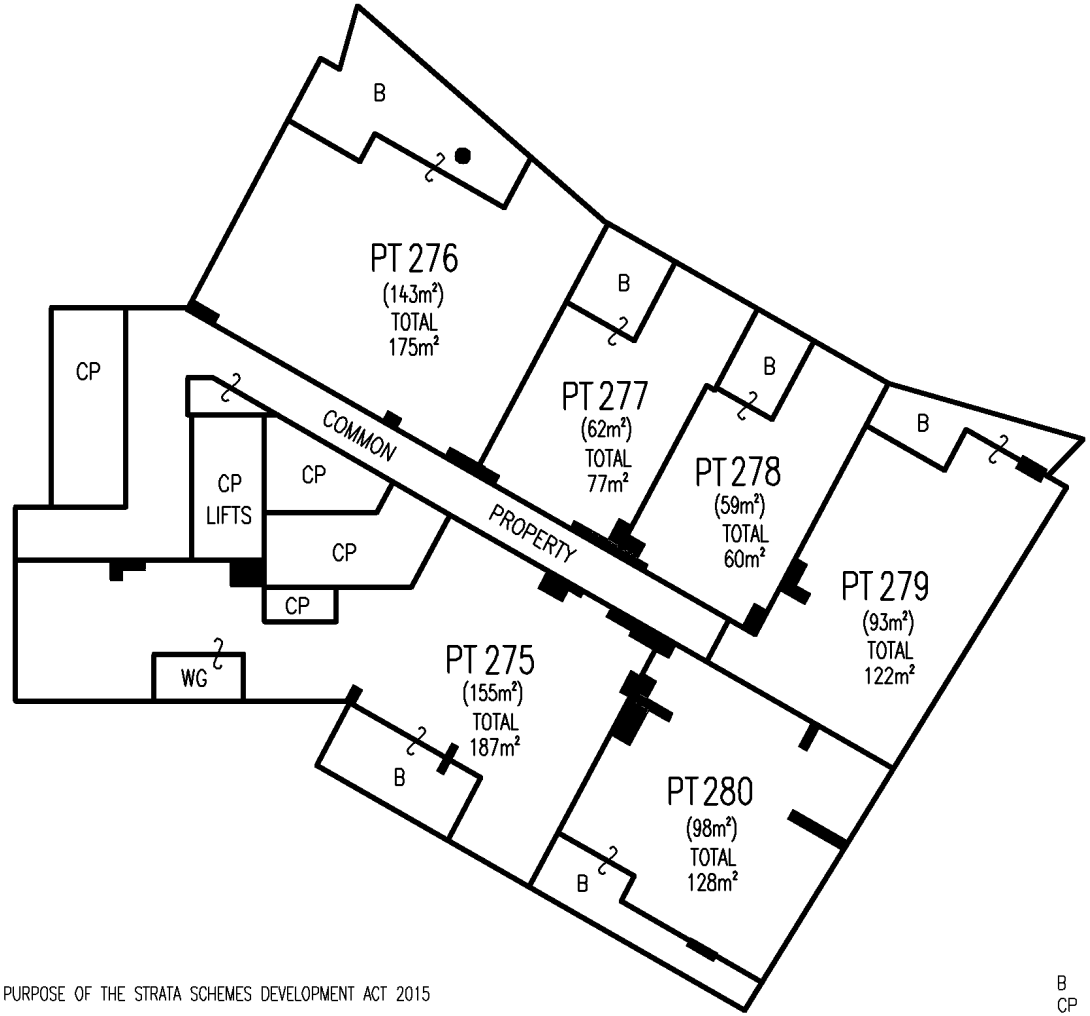
LEVEL 29
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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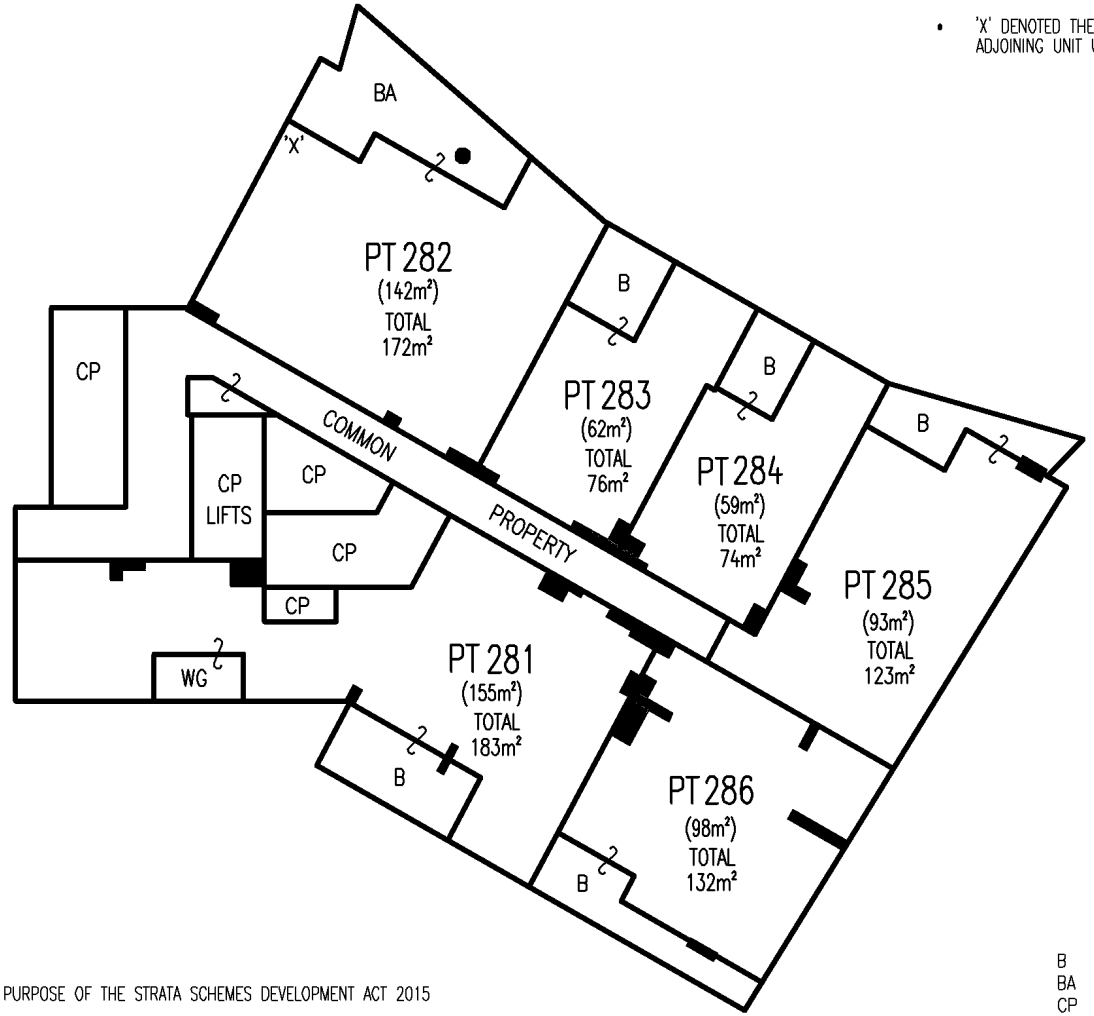
LEVEL 30
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY
- THE STRATUM OF THE BALCONY WHERE NOT COVERED BY LEVEL 31 IS LIMITED IN HEIGHT TO 2.8 METERS ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR
- 'X' DENOTED THE POSITION OF THE UPPER SURFACE OF THE ADJOINING UNIT USED TO SET THE STRATUM LIMIT



B – DENOTES COVERED BALCONY
BA – DENOTES PARTIALLY COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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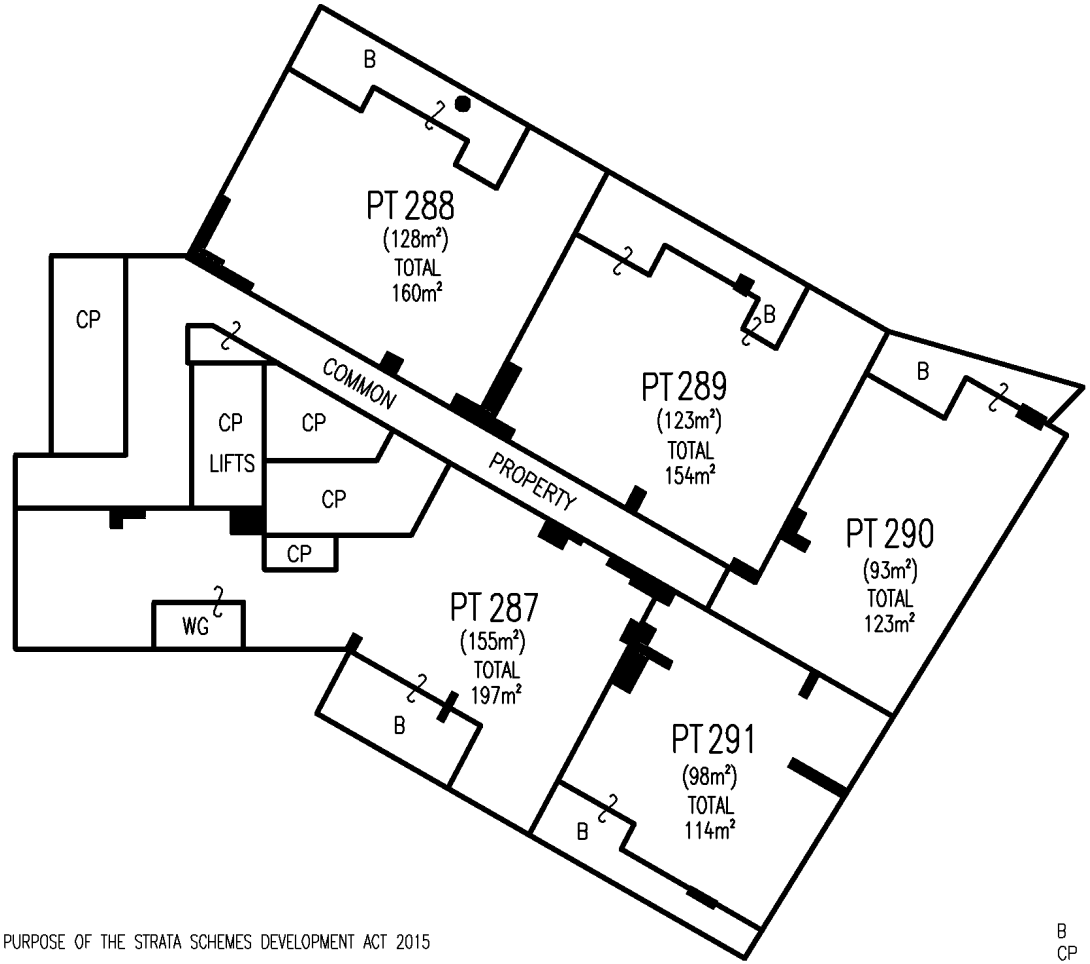
LEVEL 31
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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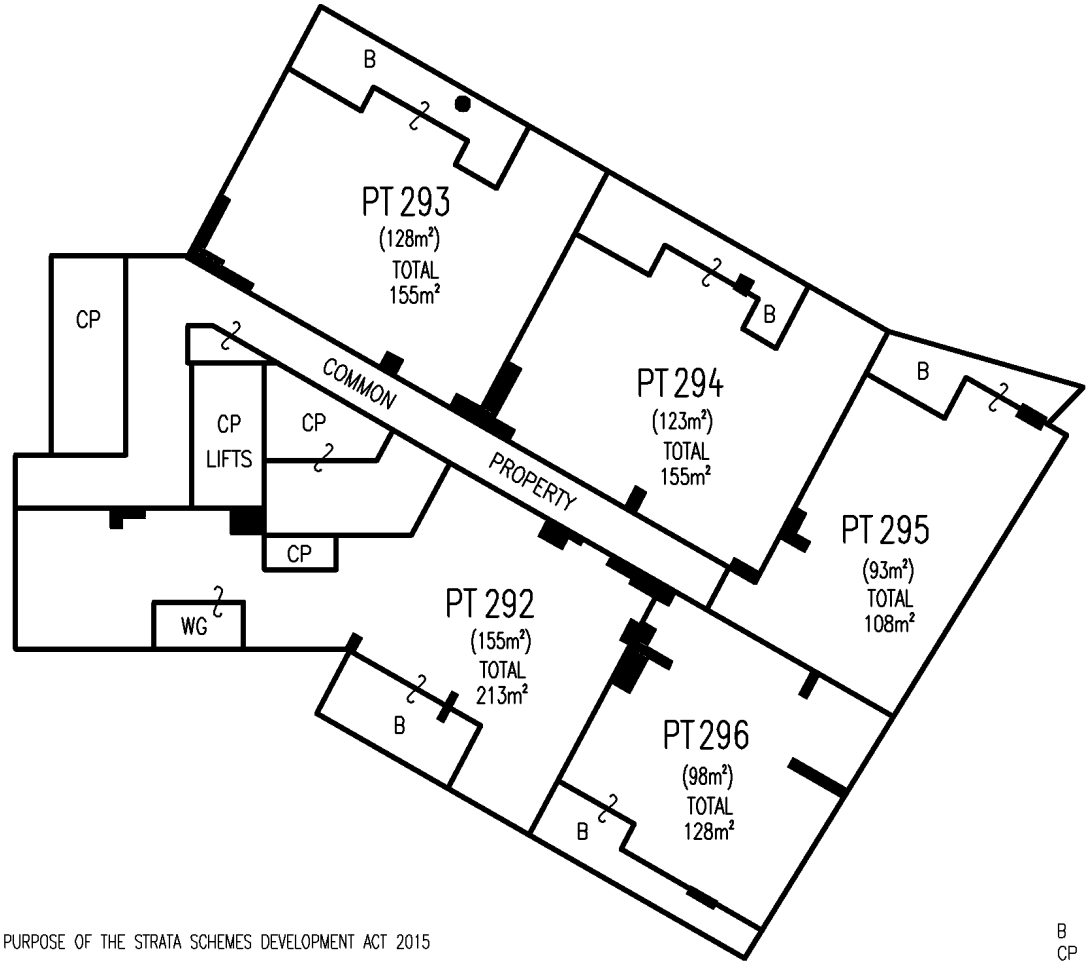
LEVEL 32
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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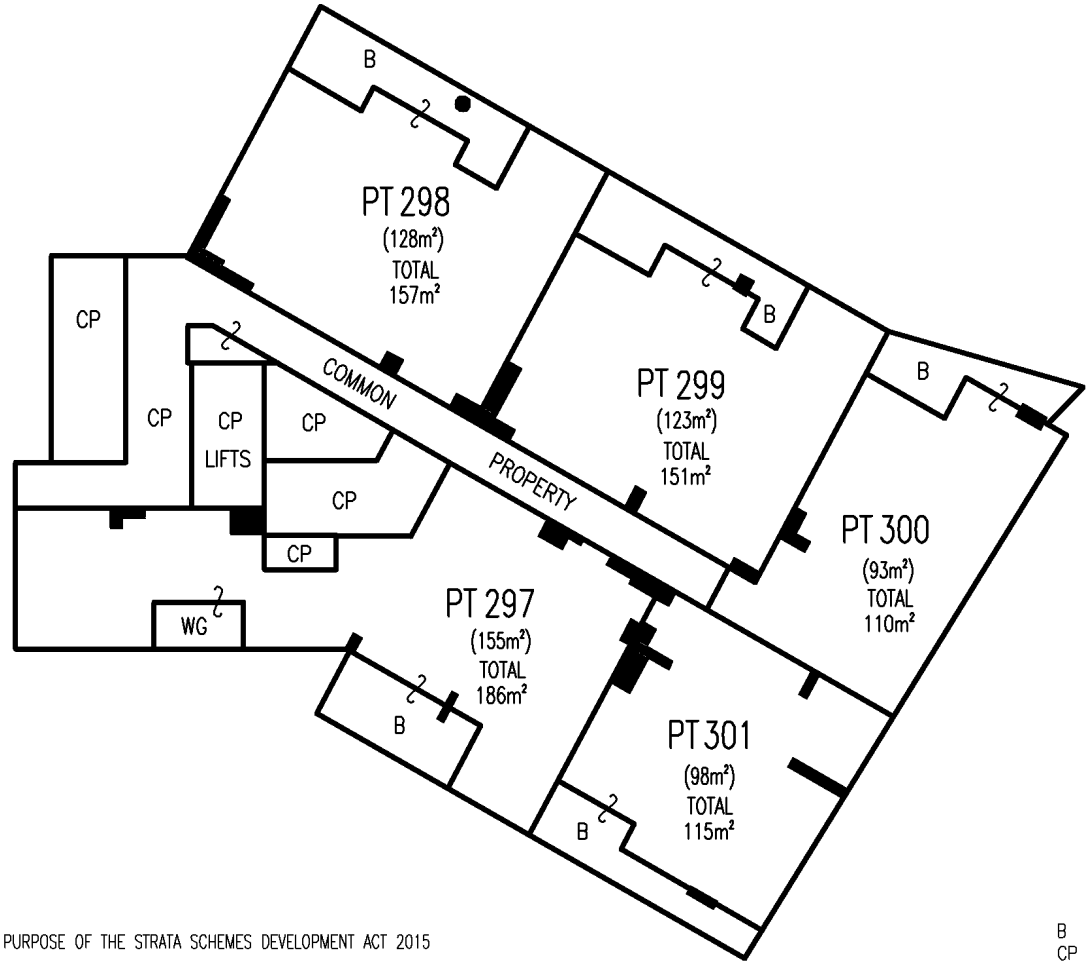
LEVEL 33
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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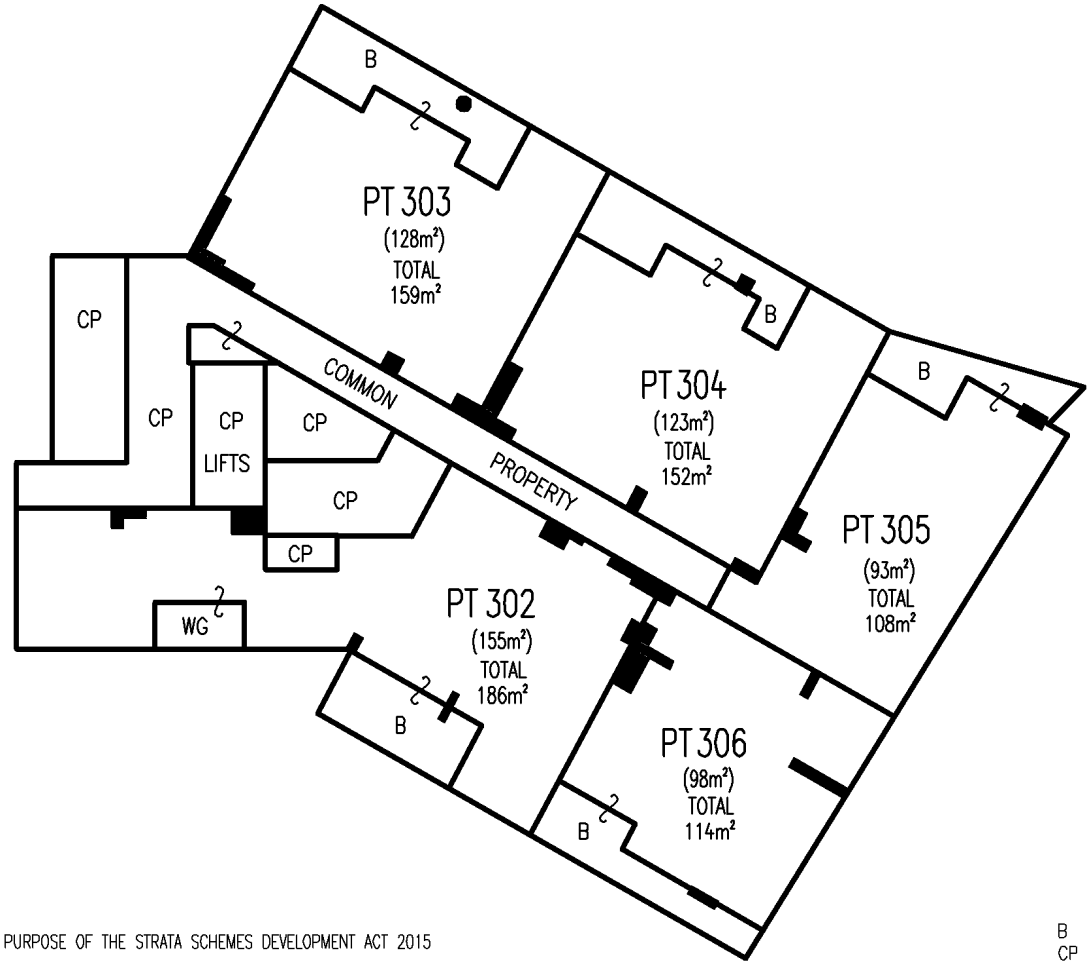
LEVEL 34
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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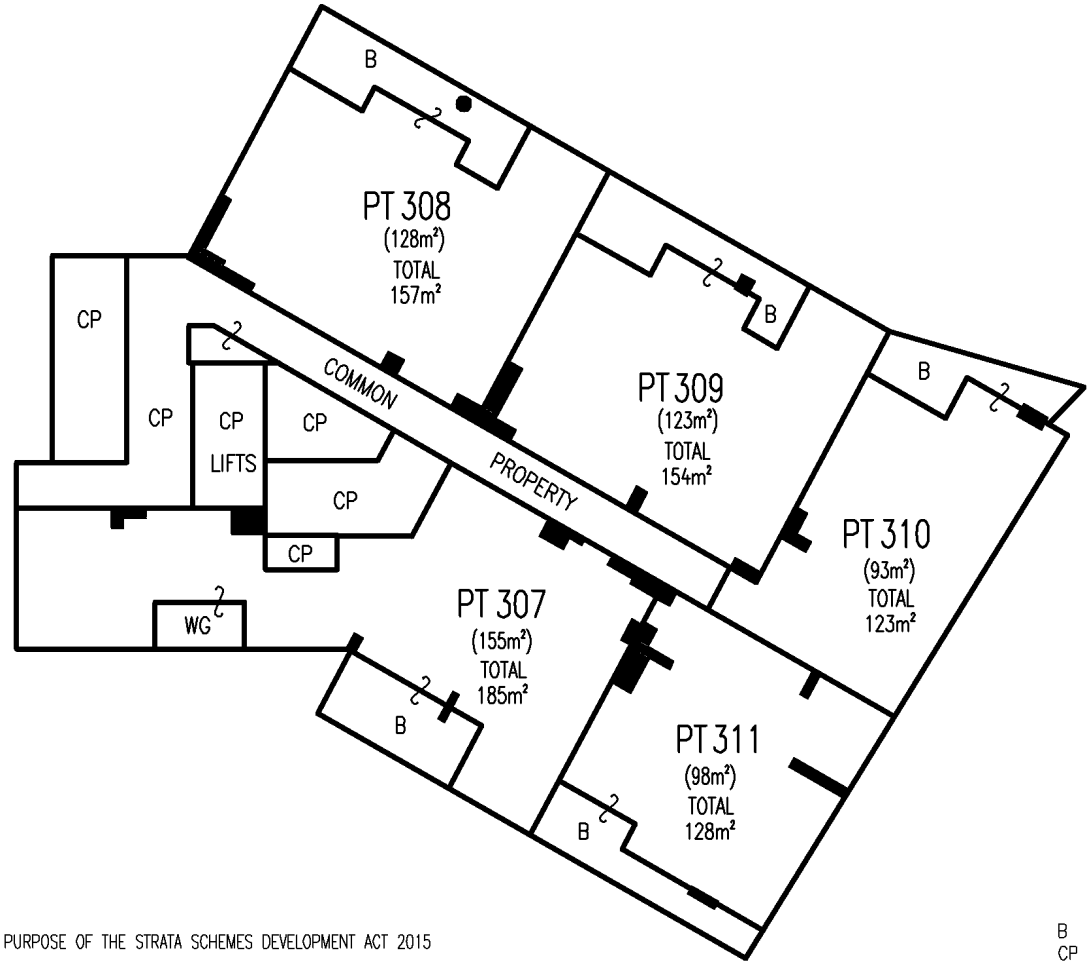
LEVEL 35
BUILDING 2

- THE STRATUM OF THE BALCONIES & WINTER GARDENS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY
WG – DENOTES COVERED WINTER GARDEN

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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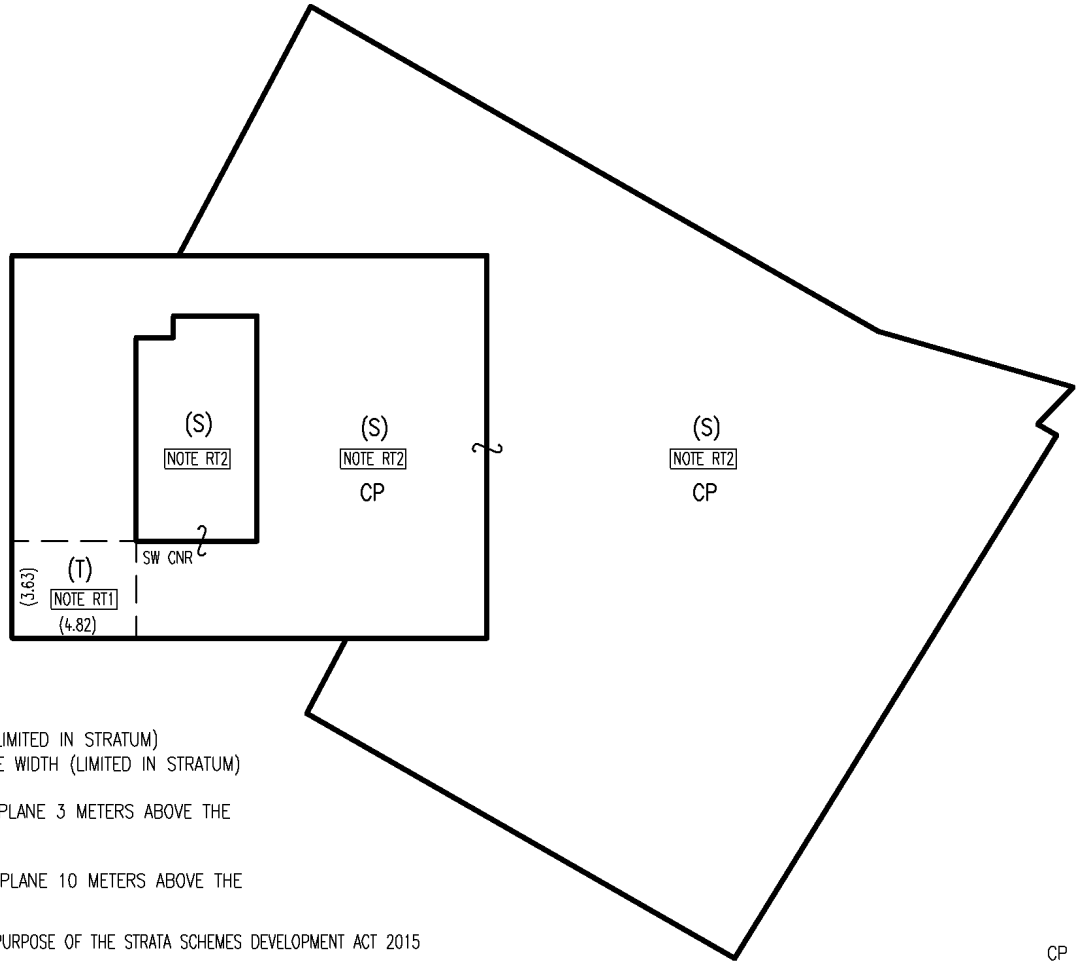
ROOF LEVEL

BUILDING 2



EASEMENTS

(T) EASEMENT FOR TELECOMMUNICATION SERVICES 3.63 WIDE (LIMITED IN STRATUM)
(S) EASEMENT FOR SECURITY & ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)

NOTE RT1 – EASEMENT (T) IS LIMITED IN HEIGHT TO A LEVEL PLANE 3 METERS ABOVE THE UPPER SURFACE OF THE CONCRETE ROOF

NOTE RT2 – EASEMENT (S) IS LIMITED IN HEIGHT TO A LEVEL PLANE 10 METERS ABOVE THE UPPER SURFACE OF THE CONCRETE ROOF

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – COMMON PROPERTY
SW CNR – SOUTH WEST CORNER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP101702
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	9.7.2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 SP-AR		Lengths are in metres.		

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ePlan

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 14 sheet(s)

Office Use Only	Office Use Only
Registered: 9/07/2020	**SP101702**
PLAN OF SUBDIVISION OF LOT 2 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Parish: CONCORD County: CUMBERLAND

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

Address for Service of Documents
20000/2B FIGTREE DRIVE,
SYDNEY OLYMPIC PARK, NSW 2127

Provide an Australian address including a postcode

The by-laws adopted for the scheme are:
~~*Model By-laws for residential 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, ADAM RICHARDSON,
of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010,
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 space
*(b) land other than a public place and an appropriate ~~easement~~ to permit the encroachment has been created by ^.....

Signature: .....
Date: 24.06.2020
Surveyor ID: 8747
Surveyor's Reference: 140632 BLD2 SP-AR

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

Strata Certificate (Accredited Certifier)

I, ANTHONY ALLEN being an Accredited Certifier, accreditation number BPB0004, 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 space 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: 193/2020
Relevant Planning Approval No. CDC 2020/52
Issued by: ANTHONY ALLEN (BPB0004)
Signature: .....
Date: 4/7/20

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07(2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 14 sheet(s)

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Registered: 9/07/2020

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VALUER'S CERTIFICATE

I,* Dimity Gretel Marshall of Preston Rowe Paterson Sydney

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute (API)

Class of membership: Associate

Membership number: 71472

certify that the unit entitlements shown in the schedule herewith were apportioned on 20/5/2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: T Marshall Date 1/7/2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	294	19	322	37	327	55	282	73	222	91	305	109	294
2	363	20	379	38	292	66	314	74	277	92	215	110	292
3	305	21	294	39	325	67	330	75	286	93	225	111	228
4	227	22	203	40	384	68	296	76	315	94	281	112	223
5	292	23	227	41	297	59	328	77	333	95	289	113	225
6	314	24	269	42	222	60	386	78	299	96	323	114	222
7	297	25	277	43	233	61	300	79	332	97	337	115	338
8	287	26	305	44	273	62	209	80	389	98	302	116	342
9	320	27	338	45	281	63	235	81	304	99	335	117	309
10	378	28	291	46	312	64	276	82	212	100	409	118	338
11	292	29	323	47	328	65	284	83	238	101	307	119	429
12	216	30	381	48	294	66	314	84	279	102	230	120	296
13	226	31	296	49	327	67	332	85	287	103	241	121	294
14	189	32	204	50	384	68	297	86	317	104	281	122	245
15	276	33	230	51	299	69	330	87	335	105	470	123	225
16	304	34	271	52	222	70	387	88	305	106	502	124	227
17	323	35	279	53	235	71	302	89	333	107	337	125	222
18	289	36	302	54	274	72	226	90	404	108	427	126	325

Surveyors Reference: 140632 BLD2 SP-AR

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 14 sheet(s)

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Registered: 9/07/2020

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SP101702

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

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

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
127	343	156	217	185	438	214	353	243	243	272	250	301	397
128	309	157	218	186	307	215	356	244	222	273	384	302	527
129	340	158	210	187	304	216	319	245	358	274	389	303	448
130	430	159	345	188	236	217	353	246	361	275	519	304	447
131	297	160	348	189	235	218	443	247	322	276	481	305	383
132	296	161	310	190	235	219	312	248	274	277	279	306	399
133	246	162	345	191	212	220	309	249	476	278	253	307	529
134	227	163	435	192	350	221	241	250	273	279	386	308	450
135	215	164	302	193	353	222	240	251	259	280	404	309	447
136	209	165	300	194	314	223	225	252	369	281	520	310	387
137	342	166	236	195	350	224	218	253	384	282	484	311	406
138	345	167	233	196	440	225	355	254	348	283	281	312	3
139	307	168	220	197	309	226	358	255	274	284	266	313	16
140	342	169	225	198	305	227	319	256	478	285	387		
141	433	170	346	199	238	228	355	257	274	286	409		
142	299	171	350	200	222	229	445	258	261	287	522		
143	297	172	312	201	222	230	342	259	384	288	445		
144	246	173	346	202	215	231	310	260	386	289	440		
145	228	174	437	203	351	232	460	261	363	290	383		
146	230	175	305	204	355	233	227	262	276	291	394		
147	223	176	302	205	315	234	220	263	479	292	542		
148	343	177	253	206	351	235	356	264	276	293	447		
149	346	178	235	207	442	236	360	265	248	294	442		
150	309	179	220	208	307	237	320	266	384	295	379		
151	343	180	225	209	307	238	356	267	387	296	401		
152	433	181	348	210	254	239	447	268	361	297	525		
153	300	182	351	211	223	240	314	269	517	298	447		
154	299	183	314	212	238	241	312	270	481	299	443		
155	248	184	348	213	230	242	461	271	277	300	383		
												AGGREGATE	100000

Surveyors Reference: 140632 BLD2 SP-AR

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 14 sheet(s)

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
COMMON PROPERTY	–	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
1	20101	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
2	20102	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
3	20103	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
4	20105	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
5	20106	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
6	20107	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
7	20108	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
8	20109	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
9	20201	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
10	20202	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
11	20203	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
12	20205	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
13	20206	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
14	20207	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
15	20208	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
16	20209	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
17	20210	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
18	20211	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
19	20301	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
20	20302	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
21	20303	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
22	20305	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
23	20306	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
24	20307	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
25	20308	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
26	20309	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
27	20310	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
28	20311	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
29	20401	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

Surveyors Reference: 140632 BLD2 SP-AR

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 14 sheet(s)

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
30	20402	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
31	20403	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
32	20405	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
33	20406	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
34	20407	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
35	20408	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
36	20409	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
37	20410	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
38	20411	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
39	20501	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
40	20502	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
41	20503	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
42	20505	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
43	20506	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
44	~~21507~~ 20507	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
45	20508	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
46	20509	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
47	20510	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
48	20511	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
49	20601	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
50	20602	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
51	20603	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
52	20605	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
53	20606	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
54	20607	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
55	20608	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
56	20609	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
57	20610	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
58	20611	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
59	20701	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

SUB ADDRESS NUMBER FOR LOT 44 AMENDED VIDE AQ251935 & 2020-747 29/7/2020

Surveyors Reference: 140632 BLD2 SP-AR

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 14 sheet(s)

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Registered: 9/07/2020

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
60	20702	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
61	20703	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
62	20705	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
63	20706	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
64	20707	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
65	20708	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
66	20709	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
67	20710	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
68	20711	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
69	20801	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
70	20802	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
71	20803	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
72	20805	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
73	20806	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
74	20807	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
75	20808	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
76	20809	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
77	20810	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
78	20811	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
79	20901	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
80	20902	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
81	20903	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
82	20905	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
83	20906	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
84	20907	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
85	20908	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
86	20909	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
87	20910	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
88	20911	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
89	21001	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 14 sheet(s)

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
90	21002	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
91	21003	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
92	21005	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
93	21006	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
94	21007	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
95	21008	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
96	21009	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
97	21010	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
98	21011	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
99	21101	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
100	21102	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
101	21103	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
102	21105	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
103	21106	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
104	21107	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
105	21108	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
106	21109	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
107	21201	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
108	21202	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
109	21203	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
110	21205	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
111	21206	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
112	21207	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
113	21208	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
114	21209	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
115	21210	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
116	21211	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
117	21212	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
118	21301	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
119	21302	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

Surveyors Reference: 140632 BLD2 SP-AR

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LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
120	21303	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
121	21305	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
122	21306	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
123	21307	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
124	21308	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
125	21309	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
126	21310	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
127	21311	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
128	21312	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
129	21401	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
130	21402	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
131	21403	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
132	21405	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
133	21406	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
134	21407	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
135	21408	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
136	21409	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
137	21410	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
138	21411	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
139	21412	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
140	21501	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
141	21502	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
142	21503	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
143	21505	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
144	21506	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
145	21507	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
146	21508	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
147	21509	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
148	21510	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
149	21511	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

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LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
150	21512	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
151	21601	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
152	21602	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
153	21603	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
154	21605	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
155	21606	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
156	21607	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
157	21608	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
158	21609	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
159	21610	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
160	21611	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
161	21612	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
162	21701	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
163	21702	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
164	21703	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
165	21705	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
166	21706	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
167	21707	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
168	21708	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
169	21709	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
170	21710	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
171	21711	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
172	21712	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
173	21801	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
174	21802	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
175	21803	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
176	21805	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
177	21806	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
178	21807	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
179	21808	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

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LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
180	21809	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
181	21810	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
182	21811	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
183	21812	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
184	~~21813~~ 21901	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
185	~~21814~~ 21902	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
186	~~21815~~ 21903	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
187	~~21816~~ 21905	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
188	~~21817~~ 21906	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
189	~~21818~~ 21907	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
190	~~21819~~ 21908	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
191	~~21820~~ 21909	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
192	~~21821~~ 21910	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
193	~~21822~~ 21911	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
194	~~21823~~ 21912	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
195	~~21824~~ 22001	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
196	~~21825~~ 22002	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
197	~~21826~~ 22003	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
198	~~21827~~ 22005	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
199	~~21828~~ 22006	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
200	~~21829~~ 22007	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
201	~~21830~~ 22008	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
202	~~21831~~ 22009	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
203	~~21832~~ 22010	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
204	~~21833~~ 22011	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
205	~~21834~~ 22012	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
206	~~21835~~ 22101	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
207	~~21836~~ 22102	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
208	~~21837~~ 22103	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
209	~~21838~~ 22105	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

SUB ADDRESS NUMBER FOR LOTS 184-209 AMENDED VIDE AQ251935 & 2020-747 29/7/2020

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LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
210	22106	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
211	22107	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
212	22108	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
213	22109	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
214	22110	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
215	22111	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
216	22112	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
217	22201	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
218	22202	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
219	22203	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
220	22205	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
221	22206	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
222	22207	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
223	22208	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
224	22209	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
225	22210	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
226	22211	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
227	22212	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
228	22301	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
229	22302	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
230	22303	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
231	22305	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
232	22306	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
233	22307	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
234	22308	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
235	22309	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
236	22310	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
237	22311	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
238	22401	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
239	22402	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

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LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
240	22403	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
241	22405	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
242	22406	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
243	22407	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
244	22408	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
245	22409	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
246	22410	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
247	22411	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
248	22501	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
249	22502	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
250	22503	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
251	22505	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
252	22506	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
253	22507	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
254	22508	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
255	22601	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
256	22602	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
257	22603	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
258	22605	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
259	22606	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
260	22607	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
261	22608	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
262	22701	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
263	22702	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
264	22703	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
265	22705	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
266	22706	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
267	22707	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
268	22708	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
269	22801	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

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LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
270	22802	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
271	22803	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
272	22805	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
273	22806	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
274	22807	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
275	22901	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
276	22902	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
277	22903	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
278	22905	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
279	22906	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
280	22907	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
281	23001	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
282	23002	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
283	23003	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
284	23005	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
285	23006	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
286	23007	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
287	23101	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
288	23102	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
289	23103	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
290	23105	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
291	23106	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
292	23201	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
293	23202	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
294	23203	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
295	23205	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
296	23206	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
297	23301	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
298	23302	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
299	23303	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 14 of 14 sheet(s)

Office Use Only

Registered: 9/07/2020

Office Use Only

SP101702

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

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
300	23305	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
301	23306	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
302	23401	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
303	23402	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
304	23403	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
305	23405	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
306	23406	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
307	23501	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
308	23502	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
309	23503	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
310	23505	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
311	23506	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
312	-	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
313	-	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence:

Signature of witness:

Name of witness: BENJAMIN WOODS

Address of witness: LEVEL 5,
8 OLYMPIC BOULEVARD
SYDNEY OLYMPIC PARK
NSW 2127

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

Signature of authorised officer:

Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL

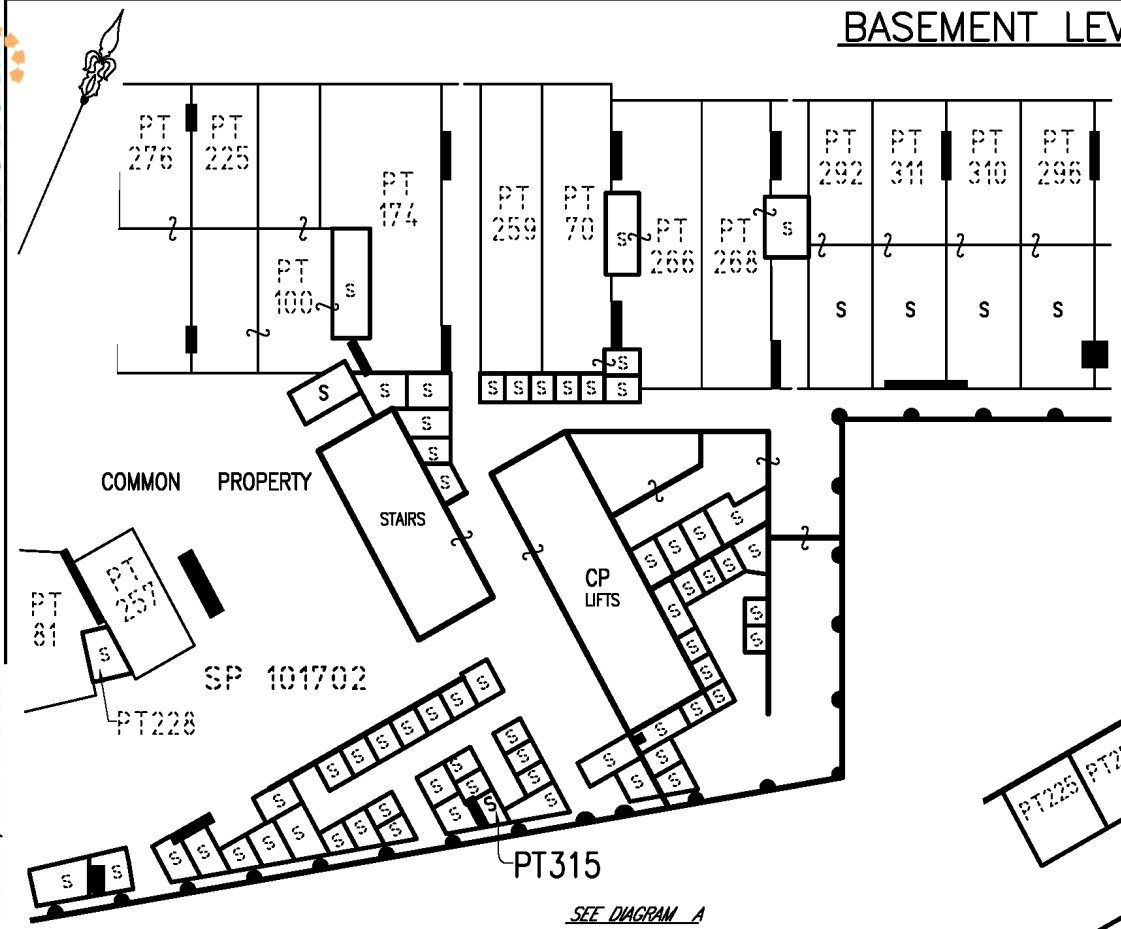
Signing on behalf of: **Sydney Olympic Park Authority**

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

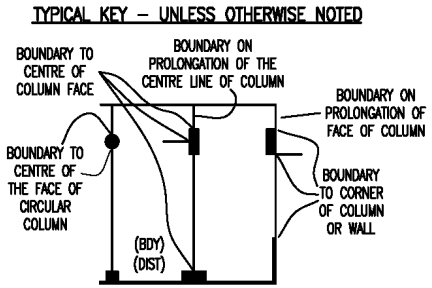
1. EASEMENT FOR ACCESS TO ROOFTOP (WHOLE OF LOT)
2. EASEMENT FOR SECURITY & ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (S)
3. EASEMENT FOR TELECOMMUNICATION SERVICES 3.63 WIDE (LIMITED IN STRATUM) (T)
4. EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMTED IN STRATUM) (M)
5. RESTRICTION ON THE USE OF LAND

Surveyors Reference: 140632 BLD2 SP-AR

BASEMENT LEVEL 3



TYPICAL KEY – UNLESS OTHERWISE NOTED



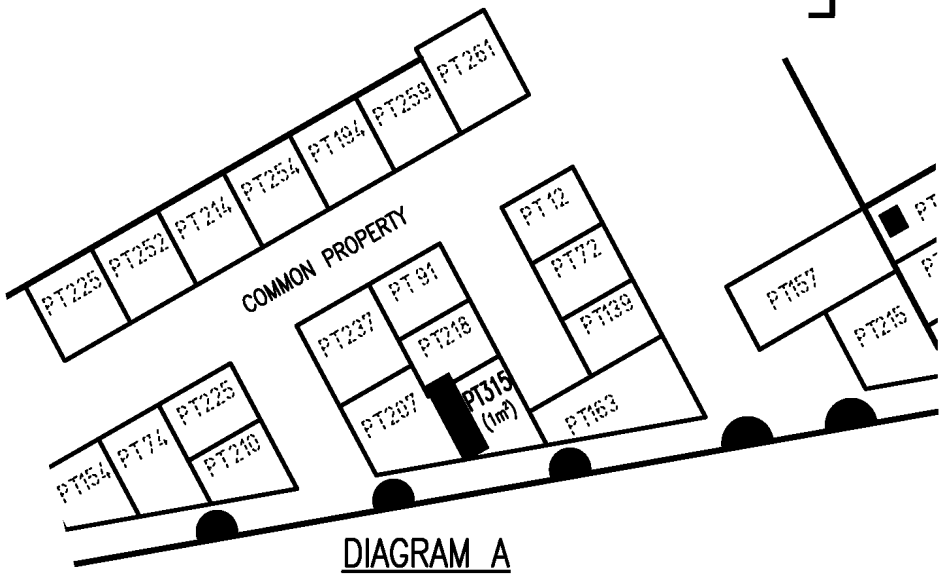


DIAGRAM A
1:75

PT - SP 101702

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY
SMC – DENOTES SMALL CAR SPACE
S – DENOTES STORAGE

SURVEYOR	STRATA PLAN OF SUBDIVISION OF	LGA: CITY OF PARRAMATTA	REGISTERED	SP102156
Name: ADAM RICHARDSON	LOTS 265 AND 284 IN SP 101702	Locality: SYDNEY OLYMPIC PARK	6/11/2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 265–284SP		Lengths are in metres.		

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\14JOBS\140632–OlympicPark–FigtreeDrive\FINAL STRATA\Building 2\LOT_265&284_SUBDMSION\140632 BLD2 SP–AR–SHT01–B03.dwg

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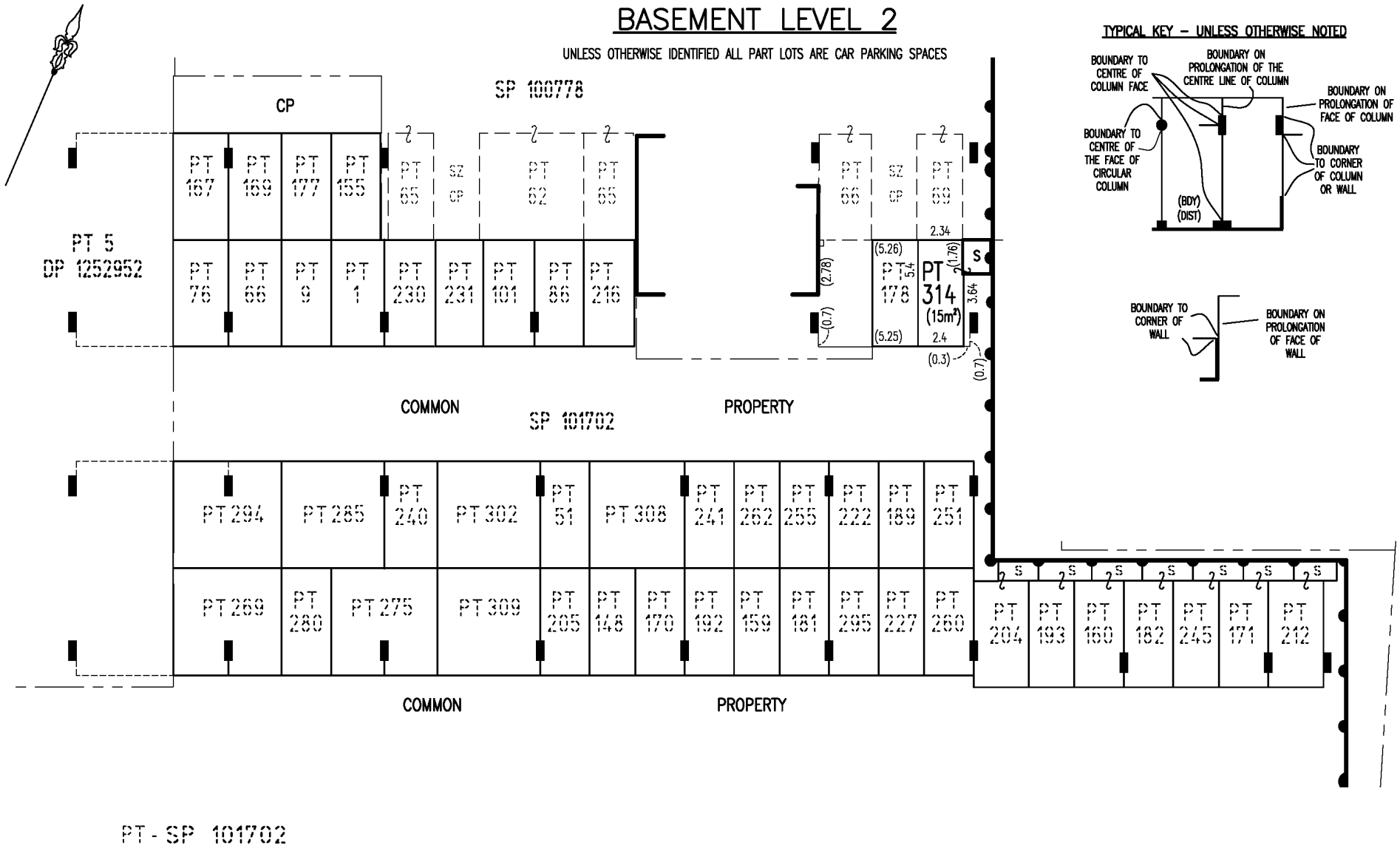
BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED ALL PART LOTS ARE CAR PARKING SPACES



TYPICAL KEY – UNLESS OTHERWISE NOTED

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SMC – DENOTES SMALL CAR SPACE
– DENOTES RIGHT ANGLE
– DENOTES PARCEL BOUNDARY
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE

SURVEYOR	STRATA PLAN OF SUBDIVISION OF LOTS 265 AND 284 IN SP 101702	LGA: CITY OF PARRAMATTA	REGISTERED	SP102156
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	6/11/2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 265–284SP		Lengths are in metres.		

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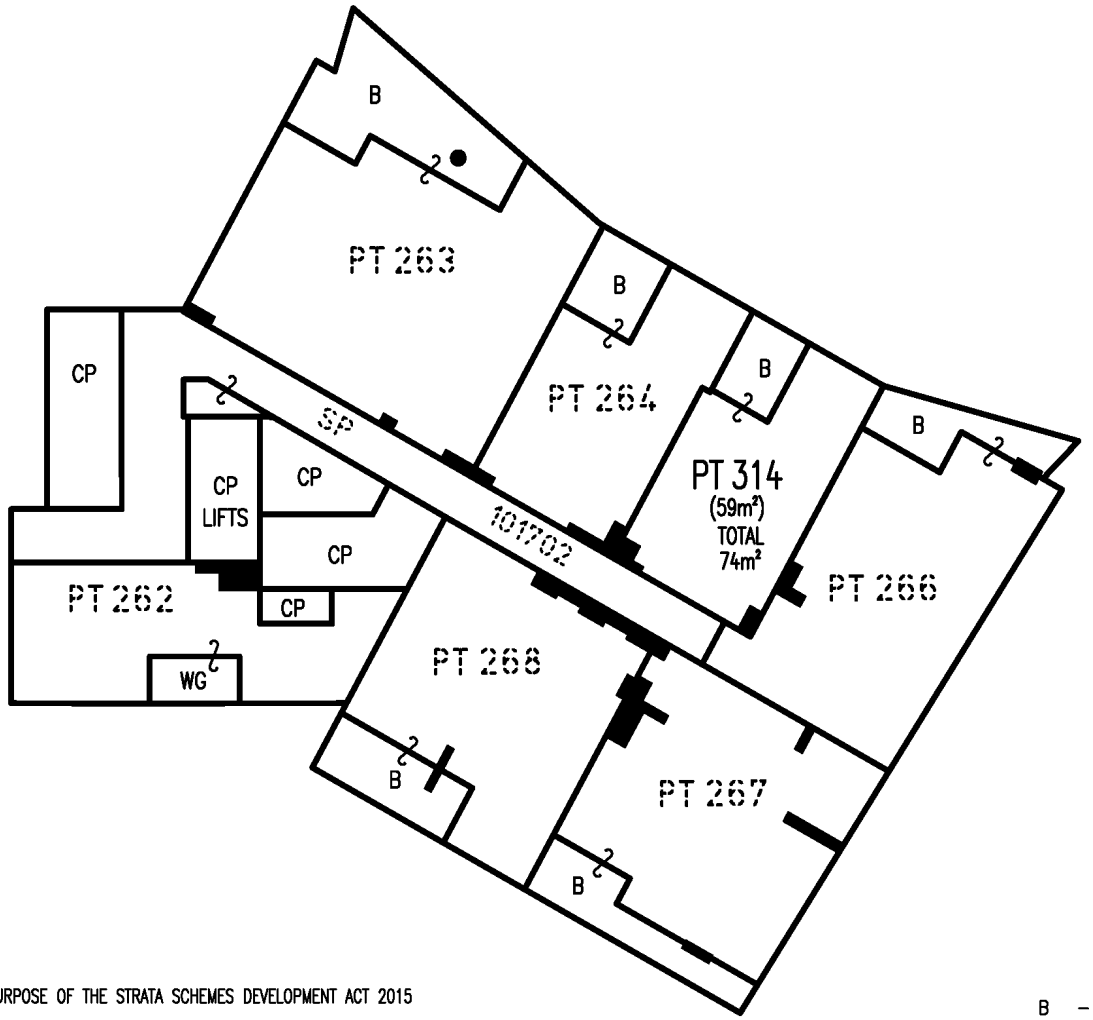
LEVEL 27
BUILDING 2

- THE STRATUM OF THE BALCONY IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



PT - SP 101702

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY

SURVEYOR	STRATA PLAN OF SUBDIVISION OF	LGA: CITY OF PARRAMATTA	REGISTERED	SP102156
Name: ADAM RICHARDSON	LOTS 265 AND 284 IN SP 101702	Locality: SYDNEY OLYMPIC PARK	6/11/2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 265-284SP		Lengths are in metres.		

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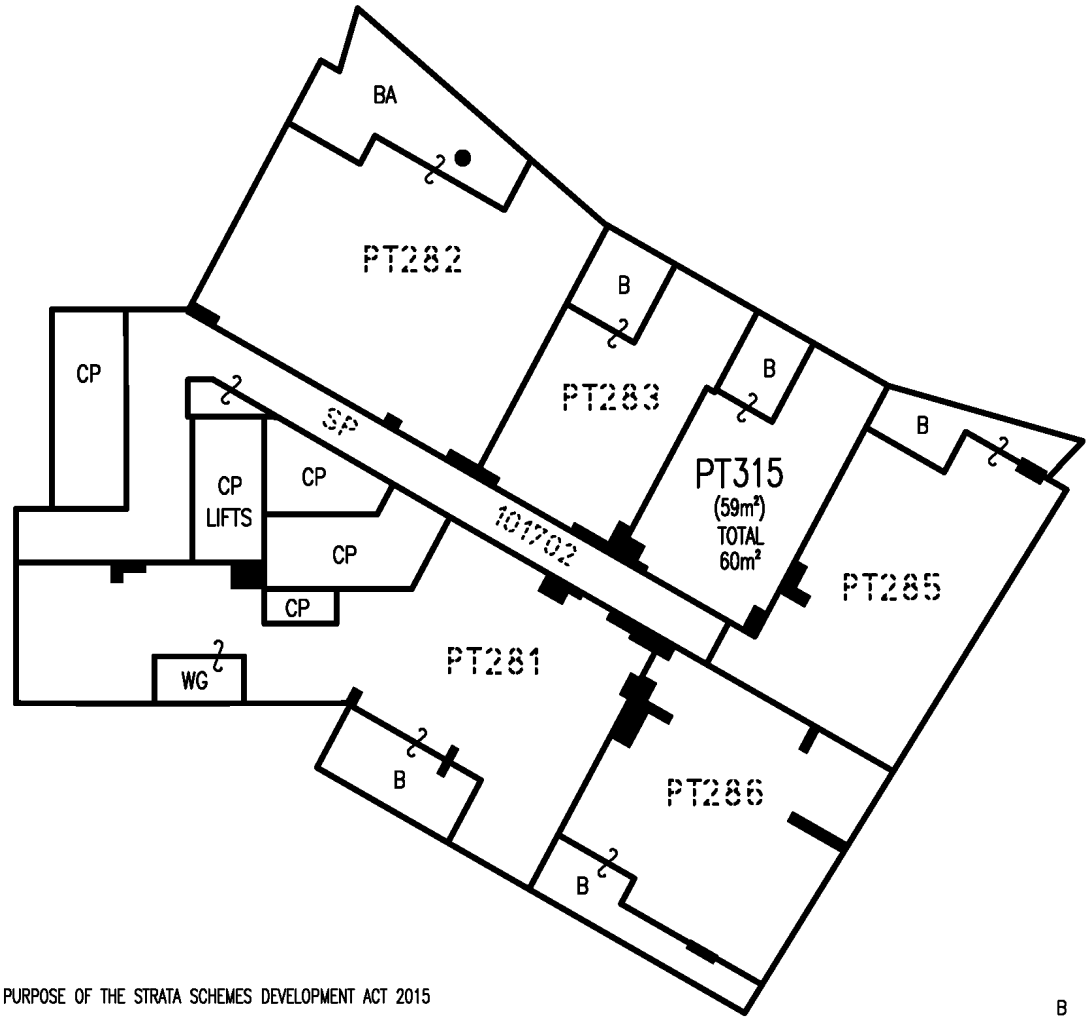
LEVEL 30
BUILDING 2

- THE STRATUM OF THE BALCONY IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT
- THE MEMBRANE IS COMMON PROPERTY



PT - SP 101702

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THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES COVERED BALCONY
CP – COMMON PROPERTY

SURVEYOR	STRATA PLAN OF SUBDIVISION OF	LGA: CITY OF PARRAMATTA	REGISTERED	SP102156
Name: ADAM RICHARDSON	LOTS 265 AND 284 IN SP 101702	Locality: SYDNEY OLYMPIC PARK	6/11/2020	
Date: 16/06/2020		Reduction Ratio: 1:200		
Reference: 140632 BLD2 265-284SP		Lengths are in metres.		

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7

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)

Office Use Only	Office Use Only
Registered: 6/11/2020	SP102156
STRATA PLAN OF SUBDIVISION OF LOTS 265 AND 284 IN SP 101702	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Parish: CONCORD County: CUMBERLAND

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

Surveyor's Certificate

I, ADAM RICHARDSON,

of Veris Australia Pty Ltd Suite 604 Level 6 45 Jones St Ultimo NSW 2007,

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 space~~

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

Signature: .....

Date: 02.09.2020

Surveyor ID: 8747

Surveyor's Reference: 140632 BLD2 265-284SP

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

Strata Certificate (Registered Certifier)

I, ANTHONY ALLEN being an Registered Certifier, registration number BDC0004, 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 or 59 *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: 279/2020

Relevant Planning Approval No. CDC 2020/101

Issued by: ANTHONY ALLEN (BDC0004)

Signature: .....

Date: 23/10/20

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07(2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 7 sheet(s)

Office Use Only

Registered: 6/11/2020

Office Use Only

SP102156

VALUER'S CERTIFICATE

I, * Dimity Gretel Marshall of Preston Rowe Paterson Sydney

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute (API)

Class of membership: Associate

Membership number: 71472

certify that the unit entitlements shown in the schedule herewith were apportioned on 20/5/2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: [signature] Date 8/9/2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	294	19	322	37	327	55	282	73	222	91	305	109	294
2	363	20	379	38	292	56	314	74	277	92	215	110	292
3	305	21	294	39	325	57	330	75	286	93	225	111	228
4	227	22	203	40	384	58	296	76	315	94	281	112	223
5	292	23	227	41	297	59	328	77	333	95	289	113	225
6	314	24	269	42	222	60	386	78	299	96	323	114	222
7	297	25	277	43	233	61	300	79	332	97	337	115	338
8	287	26	305	44	273	62	209	80	389	98	302	116	342
9	320	27	338	45	281	63	235	81	304	99	335	117	309
10	378	28	291	46	312	64	276	82	212	100	409	118	338
11	292	29	323	47	328	65	284	83	238	101	307	119	429
12	216	30	381	48	294	66	314	84	279	102	230	120	296
13	226	31	296	49	327	67	332	85	287	103	241	121	294
14	189	32	204	50	384	68	297	86	317	104	281	122	245
15	276	33	230	51	299	69	330	87	335	105	470	123	225
16	304	34	271	52	222	70	387	88	305	106	502	124	227
17	323	35	279	53	235	71	302	89	333	107	337	125	222
18	289	36	302	54	274	72	225	90	404	108	427	126	325

SP 101702

Surveyors Reference: 140632 BLD2 265-284SP

DATA\02 NSW\SYDNEY\ACADDATA\14JOBS\140632-OLY\PICPARK-FIGTREEDRIVE\FINAL STRATA\BUILDING 2\LOT_265&284_SUBDMISION\140632 BLD2 SP-AR-ADMIN-SHT02.DWG

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)

Office Use Only	Office Use Only
Registered: 6/11/2020	SP102156

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

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
127	343	156	217	185	438	214	353	243	243	273	384	303	448
128	309	157	218	186	307	215	356	244	222	274	389	304	447
129	340	158	210	187	304	216	319	245	358	275	519	305	383
130	430	159	345	188	236	217	353	246	361	276	481	306	399
131	297	160	348	189	235	218	443	247	322	277	279	307	529
132	296	161	310	190	235	219	312	248	274	278	253	308	450
133	246	162	345	191	212	220	309	249	476	279	386	309	447
134	227	163	435	192	350	221	241	250	273	280	404	310	387
135	215	164	302	193	353	222	240	251	259	281	520	311	406
136	209	165	300	194	314	223	225	252	369	282	484	312	3
137	342	166	236	195	350	224	218	253	384	283	281	313	16
138	345	167	233	196	440	225	355	254	348	285	387	314	266
139	307	168	220	197	309	226	358	255	274	286	409	315	248
140	342	169	225	198	305	227	319	256	478	287	522		
141	433	170	346	199	238	228	355	257	274	288	445		
142	299	171	350	200	222	229	445	258	261	289	440		
143	297	172	312	201	222	230	342	259	384	290	383		
144	246	173	346	202	215	231	310	260	386	291	394		
145	228	174	437	203	351	232	460	261	363	292	542		
146	230	175	305	204	355	233	227	262	276	293	447		
147	223	176	302	205	315	234	220	263	479	294	442		
148	343	177	253	206	351	235	356	264	276	295	379		
149	346	178	235	207	442	236	360	266	384	296	401		
150	309	179	220	208	307	237	320	267	387	297	525		
151	343	180	225	209	307	238	356	268	361	298	447		
152	433	181	348	210	254	239	447	269	517	299	443		
153	300	182	351	211	223	240	314	270	481	300	383		
154	299	183	314	212	238	241	312	271	277	301	397		
155	248	184	348	213	230	242	461	272	250	302	527		

SP 101702 SP 101702 SP 101702 SP 101702 SP 101702 SP 101702

AGGREGATE 100000

Surveyors Reference: 140632 BLD2 265-284SP

DATA\02 NSW\SYDNEY\ACADDATA\14JOBS\140632-OLYMPICPARK-FIGTREEDRIVE\FINAL STRATA\BUILDING 2\LOT_265&284_SUBDIVISION\140632 BLD2 SP-AR-ADMIN-SHT03.DWG

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 6/11/2020	SP102156

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

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
314	22705	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
315	23005	2B	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of the Owners - Strata Plan No 101702 was affixed on ^12 October 2020 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... : Nick Stephenson. Authority: Senoir Strata manager

Signature: ..... Name: Alice Lo ..... Authority: trainee Strata manager

^ Insert appropriate date
* Strike through if inapplicable

THE OWNERS - STRATA PLAN No. 101702

Surveyors Reference: 140632 BLD2 265-284SP

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 8 sheet(s)
Office Use Only Registered: 6/11/2020		Office Use Only SP102156

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*

Approved Form 11

Certificate of Owners Corporation

Agreeing to Schedule of Unit Entitlement

The owners corporation certifies that on ^ 9 October 2020 it passed a special resolution agreeing to each unit entitlement and the aggregate unit entitlement shown in the schedule attached to this certificate.

The seal of the Owners - Strata Plan No 101702 was affixed on ^12 October 2020 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Nick Stephenson Authority: Senoir Strata manager

Signature: ..... Name: Alice Lo Authority: Trainee.strata.manager

^ Insert appropriate date

THE OWNERS - STRATA PLAN No. 101702 Common Seal

Surveyors Reference: 140632 BLD2 265-284SP

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 8 sheet(s)
Office Use Only Registered: 6/11/2020		Office Use Only SP102156

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- 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*

Approved Form 12

Certificate of Owners Corporation

Agreeing to Subdivision

The owners corporation certifies that on ^ 9 October 2020 it passed:

~~*a special resolution agreeing to the proposed subdivision, which involves common property, illustrated on the plan herewith~~

*a resolution agreeing to the proposed subdivision, which does not involve common property, illustrated on the plan herewith

The seal of the Owners - Strata Plan No 101702 was affixed on ^12 October 2020 in the presence of the following person(s) authorised by section *273 Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Nick Stephenson Authority: Senoir Strata manager

Signature: ..... Name: Alice Lo Authority: Trainee Strata manager

^ Insert appropriate date
* Strike through if inapplicable

THE OWNERS - STRATA PLAN No. 101702 Common Seal

Surveyors Reference: 140632 BLD2 265-284SP

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Req:R927874 /Doc:SP 0102156 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:04 /Seq:11 of 11
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 7 sheet(s)

Office Use Only

Registered: 6/11/2020

Office Use Only

SP102156

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*

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT AN AUTHORISED OFFICER OF THE PRESCRIBED AUTHORITY SIGNED THIS DEALING IN MY PRESENCE

SIGNATURE OF WITNESS: .....

NAME OF WITNESS: BENJAMIN WOODS

ADDRESS OF WITNESS: LEVEL 6
5 OLYMPIC BOULEVARD
SYDNEY OLYMPIC PARK NSW 2127

CERTIFIED CORRECT FOR THE PURPOSE OF THE REAL PROPERTY ACT 1900 BY THE AUTHORISED OFFICER OF THE PRESCRIBED AUTHORITY NAMED BELOW

SIGNATURE OF AUTHORISED OFFICER: .....

AUTHORISED OFFICERS NAME: NICHOLAS HURBLE

AUTHORITY OF OFFICER SIGNING ON BEHALF OF SYDNEY OLYMPIC PARK AUTHORITY: EXECUTIVE DIRECTOR, COMMERCIAL

Surveyors Reference: 140632 BLD2 265-284SP

DATA\02 NSW\SYDNEY\ACADDATA\14JOBS\140632-OLYMPICPARK-FIGTREEDRIVE\FINAL STRATA\BUILDING 2\LOT_265&284_SUBDIVISION\140632 BLD2 SP-AR-ADMIN-SHT07.DWG

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PLAN FORM 2 (A2) — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — ePlan — Sheet No. 1 of 22 Sheets

SURROUND SURVEY

THIS SHEET DETAILS THE SURROUND SURVEY & EXISTING EASEMENT AFFECTING LOT 7

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATUS
SSM125144	15.083	LC	L3	FROM SCNS - DATUM VALIDATION	FOUND
SSM125145	20.68	D	4	FROM SCNS - DATUM VALIDATION	FOUND
SSM125146	21.694	LC	L3	SCNS ADOPTED	FOUND
SSM125311	16.667	LC	L3	FROM SCNS - DATUM VALIDATION	FOUND

SHORT ARC & LINE TABLE				
No.	BEARING	DISTANCE	ARC	RADIUS
1	339° 29' 30"	12.6	A 12.6	R 838.5
2	343° 13' 45"	8.38	–	–

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM125145	SSM125145	-1.015	DIFFERENTIAL LEVELLING
SSM125145	SSM125144	-5.597	DIFFERENTIAL LEVELLING
SSM125144	SSM125311	1.587	DIFFERENTIAL LEVELLING
SSM125311	SSM125146	5.025	DIFFERENTIAL LEVELLING

SCHEDULE OF FOOTPRINT AREAS			
LOT	AREA	DETAILS	No. OF PARTS
1	1938m²	BUILDING 1	12
2	8891m²	BUILDING 2	13
3	1910m²	BUILDING 3	12
4	2814m²	RETAIL	3
5	3594m²	BUILDING 5	12
6	925m²	FUTURE ROAD	12
7	872.1m²	PARK	12
8	695.6m²	PARK	12

WHOLE OF LOT EASEMENTS AFFECTING LOT 1–5 VIDE DP 1244955

- EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)
- EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
- EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)
- EASEMENT FOR CRANE JIB SWING (WHOLE OF LOT)
- EASEMENT FOR NOISE VIBRATION & DUST (WHOLE OF LOT)

NOTE WHOLE OF LOT EASEMENTS ARE NOT REPEATED ON THE FOLLOWING SHEETS.

PT 1 – 5
No. 2 FIGTREE DRIVE

NOTE LOTS 1–5 ARE STRATUM LOTS PARTLY LIMITED IN HEIGHT AND DEPTH AS SHOWN ON THE FOLLOWING SHEETS

MULTI STOREY APARTMENT COMPLEX UNDER CONSTRUCTION

NOTE LOTS 6–8 ARE UNLIMITED IN HEIGHT AND DEPTH AS SHOWN ON THE FOLLOWING SHEETS

PT 6 | PT 7 | PT 8

FIGTREE DRIVE | AUSTRALIA AVENUE | RAILWAY | SARAH DURACK AVENUE | OLYMPIC PARK | HERB ELLIOTT DRIVE | PARKVIEW DRIVE | AUSTRALIA AVENUE

SEE DIAGRAM 1

EXISTING EASEMENTS

(2A) – EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP774130)

SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2)					
MGA CO-ORDINATES (GDA 94)					
MARK	EAST	NORTH	ZONE	CLASS	ORDER
SSM 125144	321 737 636	6 252 976.841	56	B	2
SSM 125145	321 599 691	6 252 914.928	56	B	2
SSM 125146	321 501 606	6 252 816.735	56	B	2
SSM 125311	321 704 112	6 253 071 457	56	B	2

SOURCE: MGA COORDINATES ADOPTED FROM SCNS 05/07/2018
COMBINED SCALE FACTOR 0.999986

SURVEYOR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA	REGISTERED	DP1252952
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	15.01.2020	
Date: 21.05.2019		Reduction Ratio 1:750		
Reference: 140632 S3 SUB-AR		Lengths are in metres.		

DIAGRAM 1
NTS

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BASEMENT LEVEL 4

LOTS SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 3 SHEET 3.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

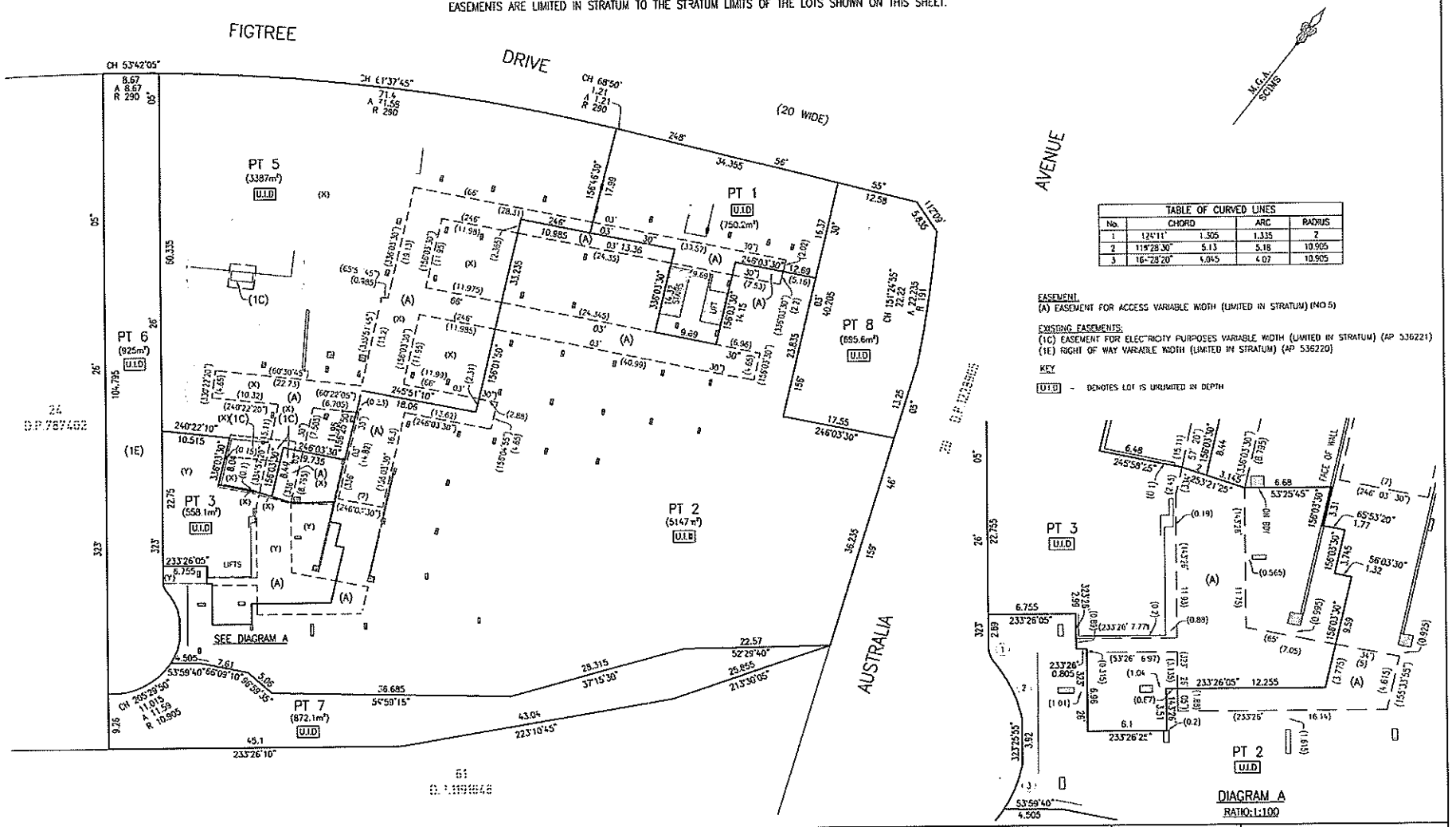

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
1	124°11'	1.305	1.335	2
2	119°28'30"	5.13	5.18	10.905
3	16°28'20"	4.045	4.07	10.905

EASEMENT:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO 5)

EXISTING EASEMENTS:
(1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)

KEY
U.I.D - DENOTES LOT IS UNLIMITED IN DEPTH

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952

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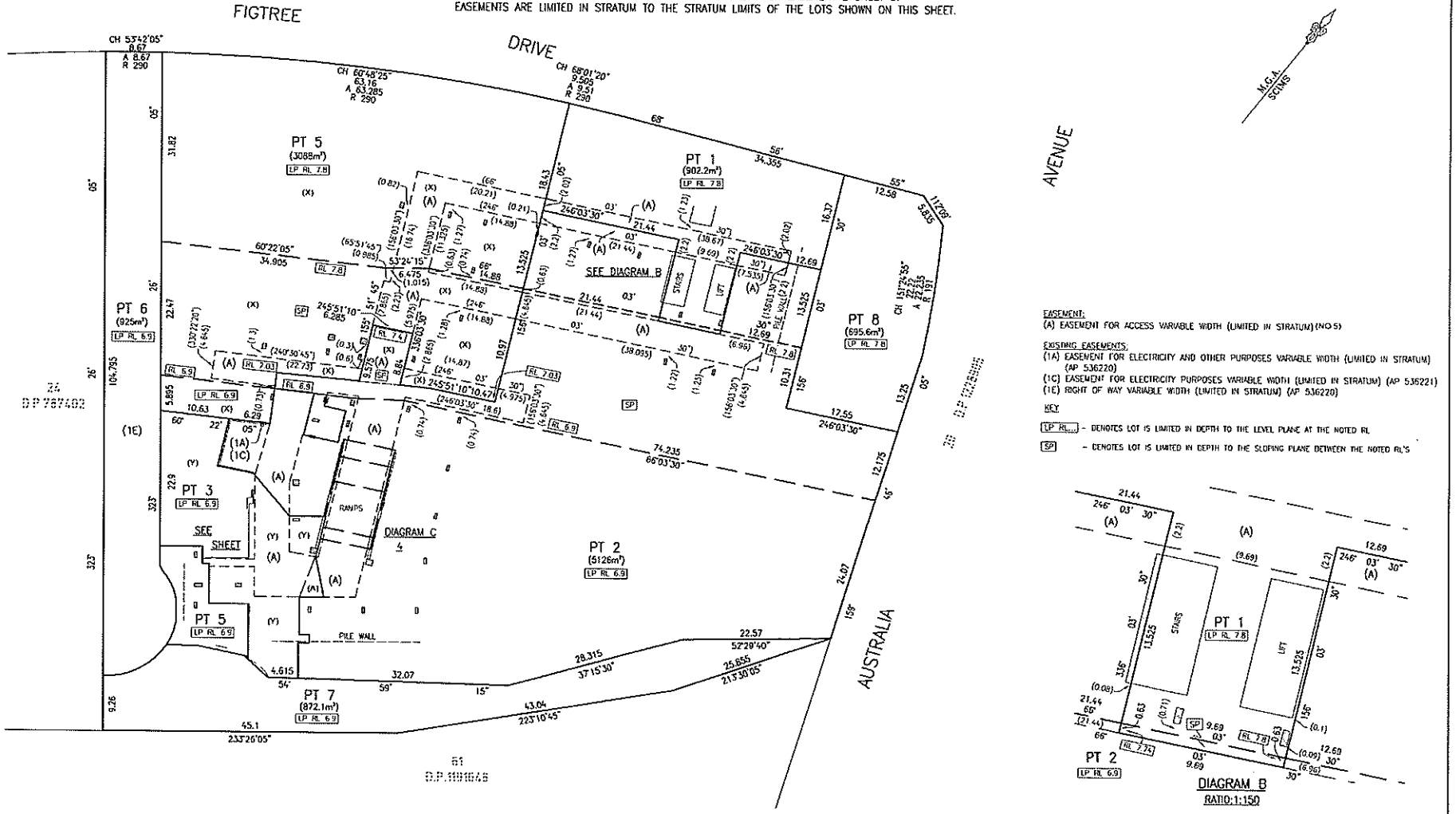
BASEMENT LEVEL 3

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 2 SHEET 5.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.



EASEMENT:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)

EXISTING EASEMENTS:
(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)

KEY

LP RL... – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

DIAGRAM B
RATIO 1:150

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR		PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA	REGISTERED	DP1252952
Name	ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	15.01.2020	
Date	21.05.2019		Reduction Ratio 1:400		
Reference	140632 S3 SUB-AR		Lengths are in metres.		

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PLAN FORM 2 (A2)

BASEMENT LEVEL 3 – DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 2 SHEET 5.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 4 of 22 Sheets

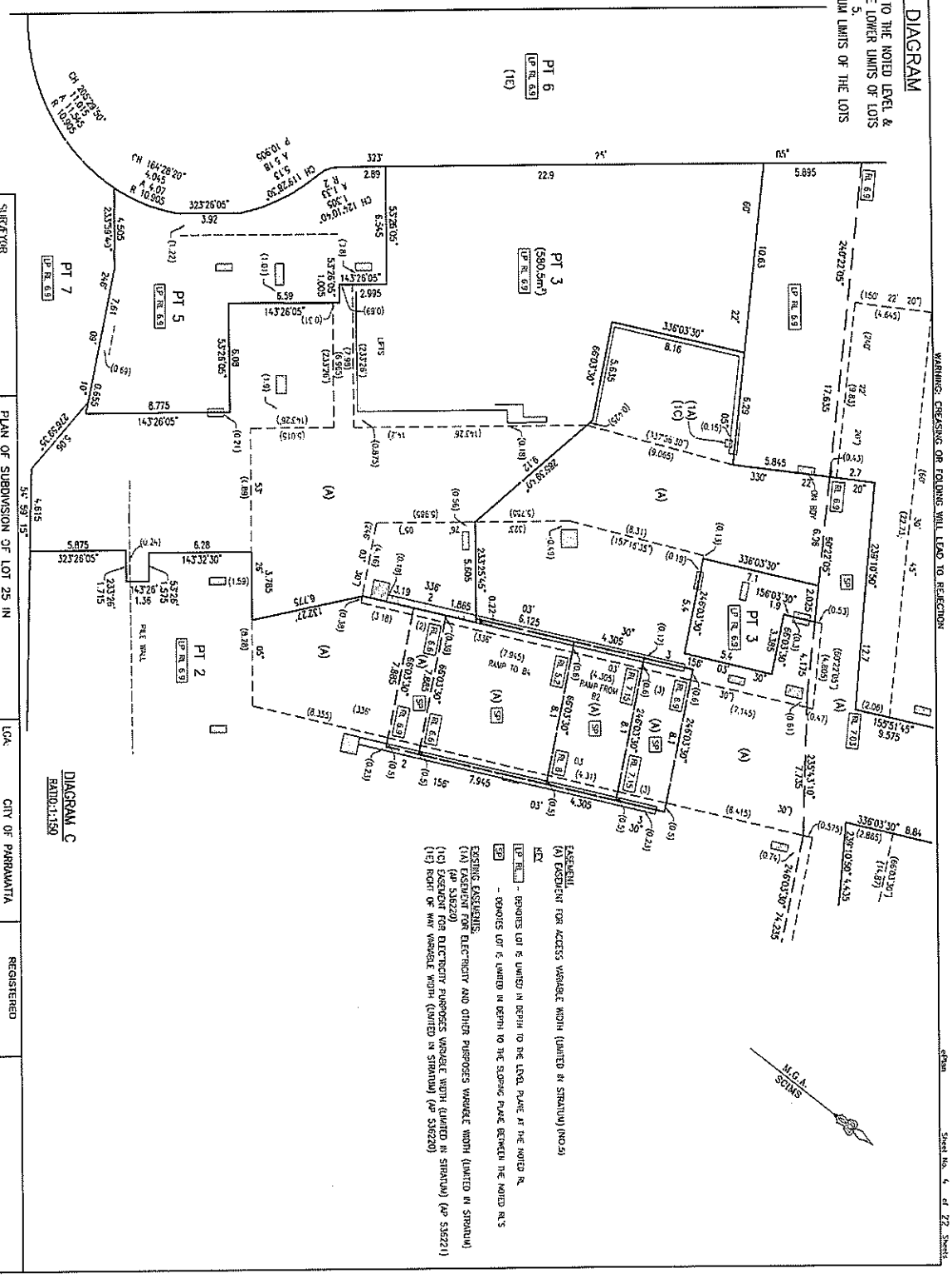

DIAGRAM C
RATIO:1:150

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)

KEY
LP RL... – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

EXISTING EASEMENTS
(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AP 535221
(1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 535221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1249952, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA	REGISTERED
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	
Date: 21.05.2019		Reduction Ratio 1:150	15.01.2020
Reference 140632 S3 SUB-AR		Lengths are in metres.	DP1252952

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PLAN FORM 2 (A2) — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — ePlan — Sheet No. 5 of 22 Sheets

BASEMENT LEVEL 2

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 7.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

EASEMENTS
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO 5)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO 19)
EXISTING EASEMENTS
(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1D) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
KEY
[LP RL...] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
[SP] - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

FIGTREE DRIVE

AUSTRALIA AVENUE

M.G.A. SCIMS

DIAGRAM E RATIO:1:150

DIAGRAM D RATIO:1:150

(R) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(T) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR	
Name	ADAM RICHARDSON
Date:	21.05.2019
Reference:	140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA:	CITY OF PARRAMATTA
Locality:	SYDNEY OLYMPIC PARK
Reduction Ratio	1:400
Lengths are in metres	

REGISTERED 15.01.2020

DP1252952

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BASEMENT LEVEL 2 – DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 7. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

M.G.A. SCRIMS

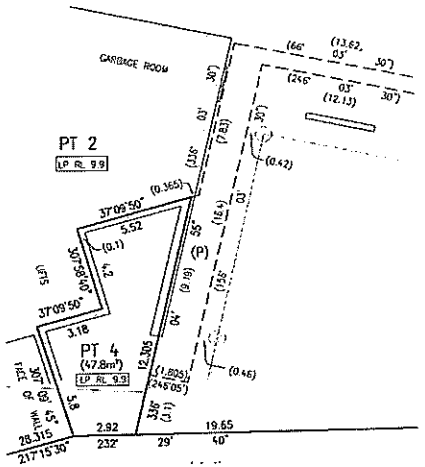

DIAGRAM F
RATIO:1:150

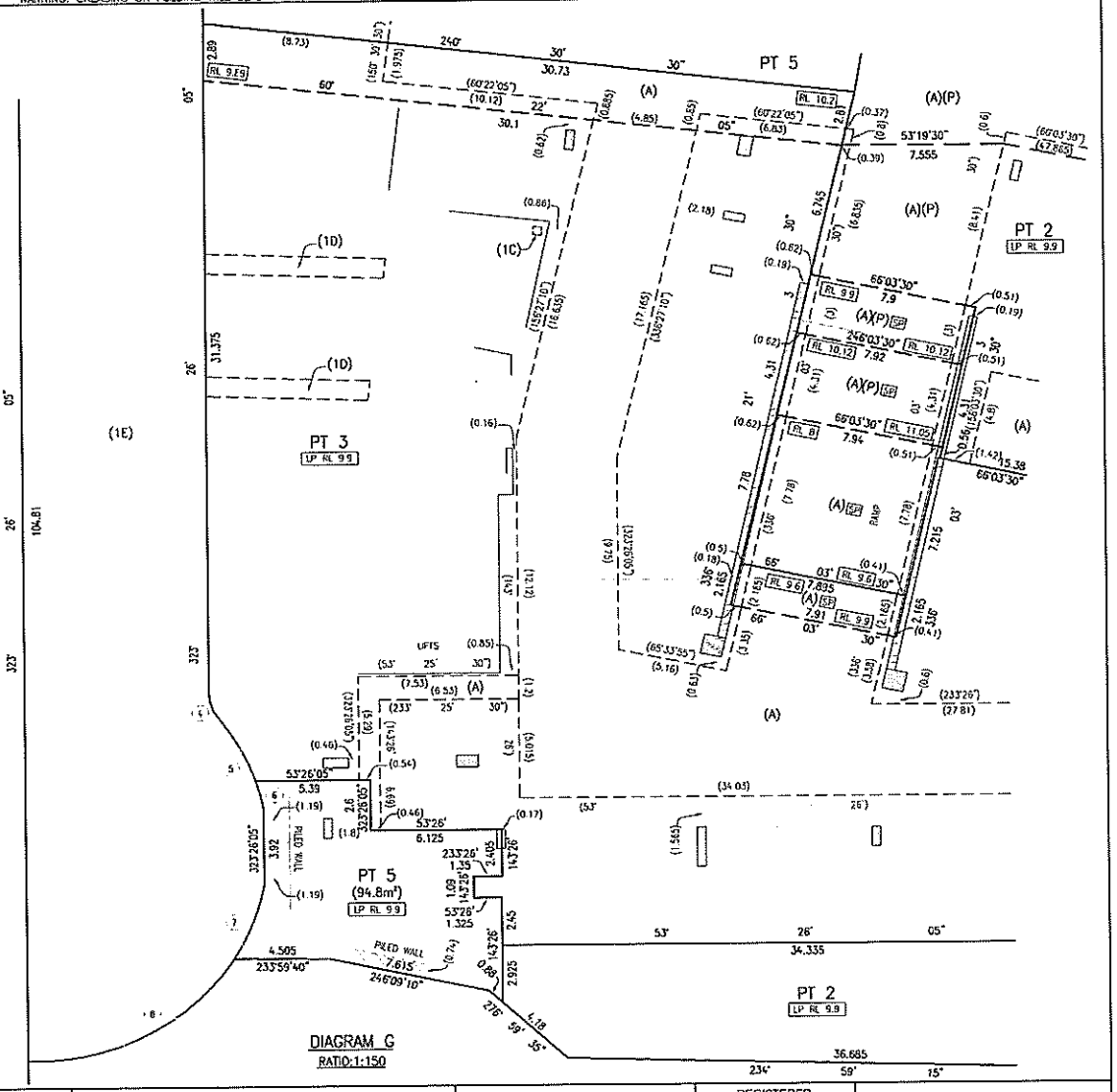

DIAGRAM G
RATIO:1:150

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
4	124°10'40"	1.305	1.33	2
5	119°28'30"	5.13	5.18	10.905
6	129°04'10"	1.495	1.495	10.905
7	164°22'20"	4.045	4.07	10.905
8	205°29'50"	11.015	11.545	10.905

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO 19)

EXISTING EASEMENTS
(1C) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1D) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)

KEY
LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

mm 20 30 45 60 80 90 100 120 150 180 200 Scale of mm

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio 1:150 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952

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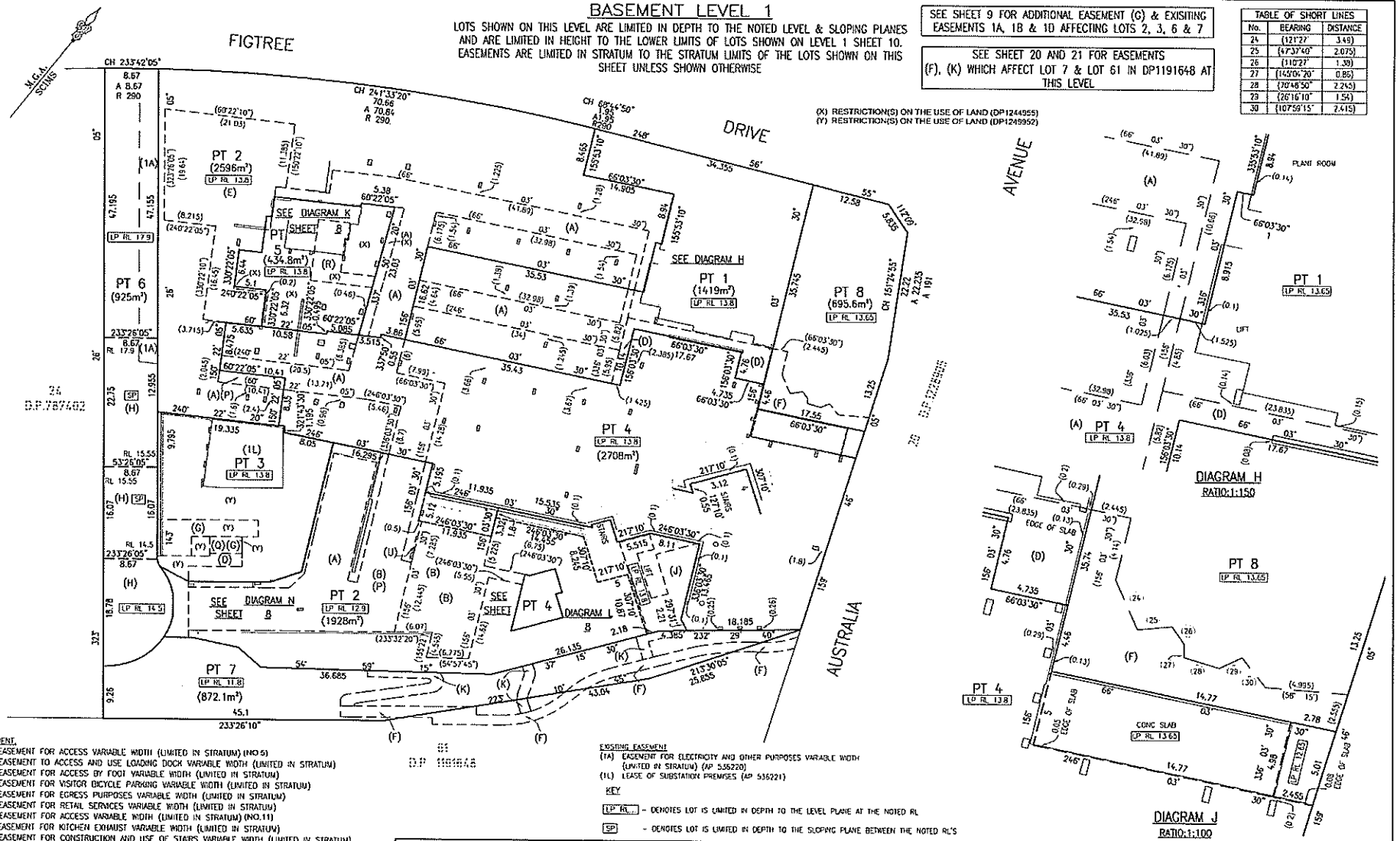
BASEMENT LEVEL 1

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 10. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET UNLESS SHOWN OTHERWISE

SEE SHEET 9 FOR ADDITIONAL EASEMENT (G) & EXISITING EASEMENTS 1A, 1B & 1D AFFECTING LOTS 2, 3, 6 & 7

SEE SHEET 20 AND 21 FOR EASEMENTS (F), (K) WHICH AFFECT LOT 7 & LOT 61 IN DP1191648 AT THIS LEVEL

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
24	(121°22'	3.48)
25	(47°37'40"	2.075)
26	(110°22'	1.38)
27	(145°04'20"	0.85)
28	(70°48'50"	2.245)
29	(26°16'10"	1.54)
30	(107°59'15"	2.415)



EASEMENT

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
(B) EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(E) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
(F) EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.11)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(K) EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.19)
(Q) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.21)
(U) EASEMENT FOR GREASE ARRESTOR PUMP-OUT PURPOSES 0.25 WIDE (LIMITED IN STRATUM)

EXISTING EASEMENT

(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(1L) LEASE OF SUBSTATION PREMISES (AP 536221)

KEY

LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952

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PLAN FORM 2 (A2) — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — ePlan — Sheet No. 8 of 22 Sheets

BASEMENT LEVEL 1 — DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THEIR NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 10. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

TABLE OF CURVED LINES				
No.	CHORD	ARC	RADIUS
9	124°11'	1.335	2
10	119°28.30"	5.13	10.995
11	164°29.20"	4.595	10.585
12	265°23.50"	11.015	11.545	10.595

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
(B) EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(E) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.11)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(M) EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRATUM) (NO.19)
(N) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(O) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.21)
(U) EASEMENT FOR GARAGE ARRESTOR PUMP-OUT PURPOSES 0.25 WIDE (LIMITED IN STRATUM)

SURVEYOR
Name: ADAM RICHARDSON
Date: 21.05.2019
Reference: 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio 1:150
Lengths are in metres

REGISTERED 15.01.2020

DP1252952

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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

BASEMENT LEVEL 1 — EASEMENT DIAGRAM

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 10.

DIAGRAM P
RATIO 1:150

KEY

(LP RL) - DENOTES EASEMENT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EASEMENT
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENTS
(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(1B) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1D) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536221)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP 536220)
(1L) LEASE OF SUBSTATION PREMISES (AP 536221)

TABLE OF CURVED LINES

No.	CHORD	ARC	RADIUS
9	12°11'	1.305	2
10	119°28'30"	5.13	10.905
11	164°28'30"	4.043	10.905
12	260°28'30"	11.015	10.905
		11.555	10.905

SURVEYOR
Name ADAM RICHARDSON
Date 21.05.2019
Reference 140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1249955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA
Locality SYDNEY OLYMPIC PARK
Reduction Ratio 1:150
Lengths are in metres.

REGISTERED
15.01.2020

DP1252952

Sheet No. 9 of 22 Sheets

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LEVEL 1 NOTE: THERE IS NO GROUND FLOOR IN THIS DEVELOPMENT

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 2-8 SHEET 12.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

SEE SHEET 20 AND 21 FOR EASEMENTS (F), (K) WHICH AFFECT LOT 7 AT THIS LEVEL

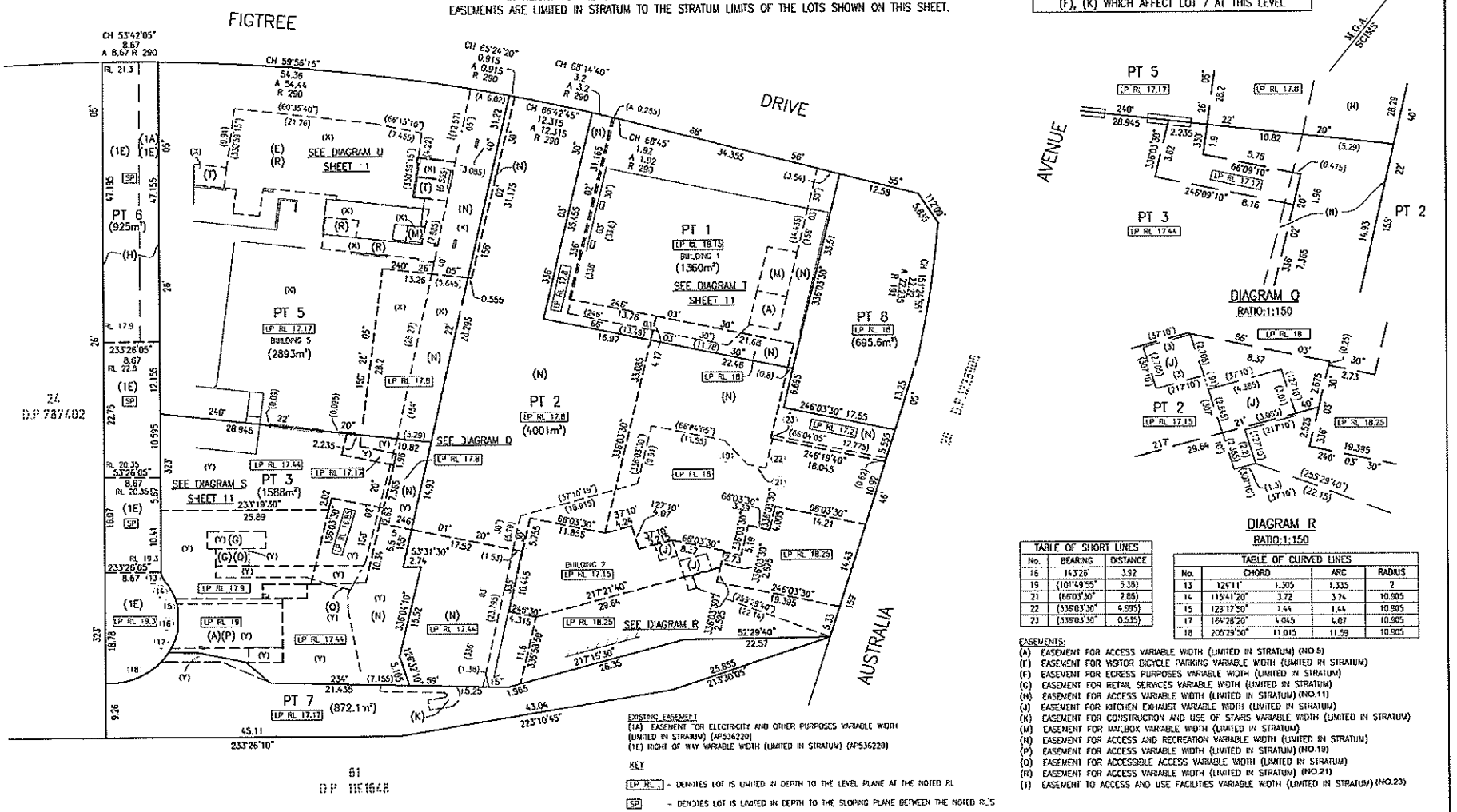

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
16	143°26'	3.92
19	(101°19'55")	5.38
21	(66°03'30")	2.85
22	(336°03'30")	4.995
23	(336°03'30")	0.535

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
13	124°11' 1.305	1.335	2
14	115°41'20" 3.72	3.74	10.905
15	129°17'50" 1.44	1.44	10.905
17	169°28'20" 4.045	4.07	10.905
18	205°29'50" 11.015	11.59	10.905

EASEMENTS:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
(E) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
(F) EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
(H) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.11)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(K) EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
(M) EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRATUM)
(N) EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
(P) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.19)
(Q) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.21)
(T) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (NO.23)

EXISTING EASEMENT
(1A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

KEY
[LP RL ...] - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
[SP] - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR		PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952
Name:	ADAM RICHARDSON				
Date	21.05.2019				
Reference:	140632 S3 SUB-AR				

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PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 11 of 22 Sheets

LEVEL 1 — DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THEIR LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 2-8 SHEET 12.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

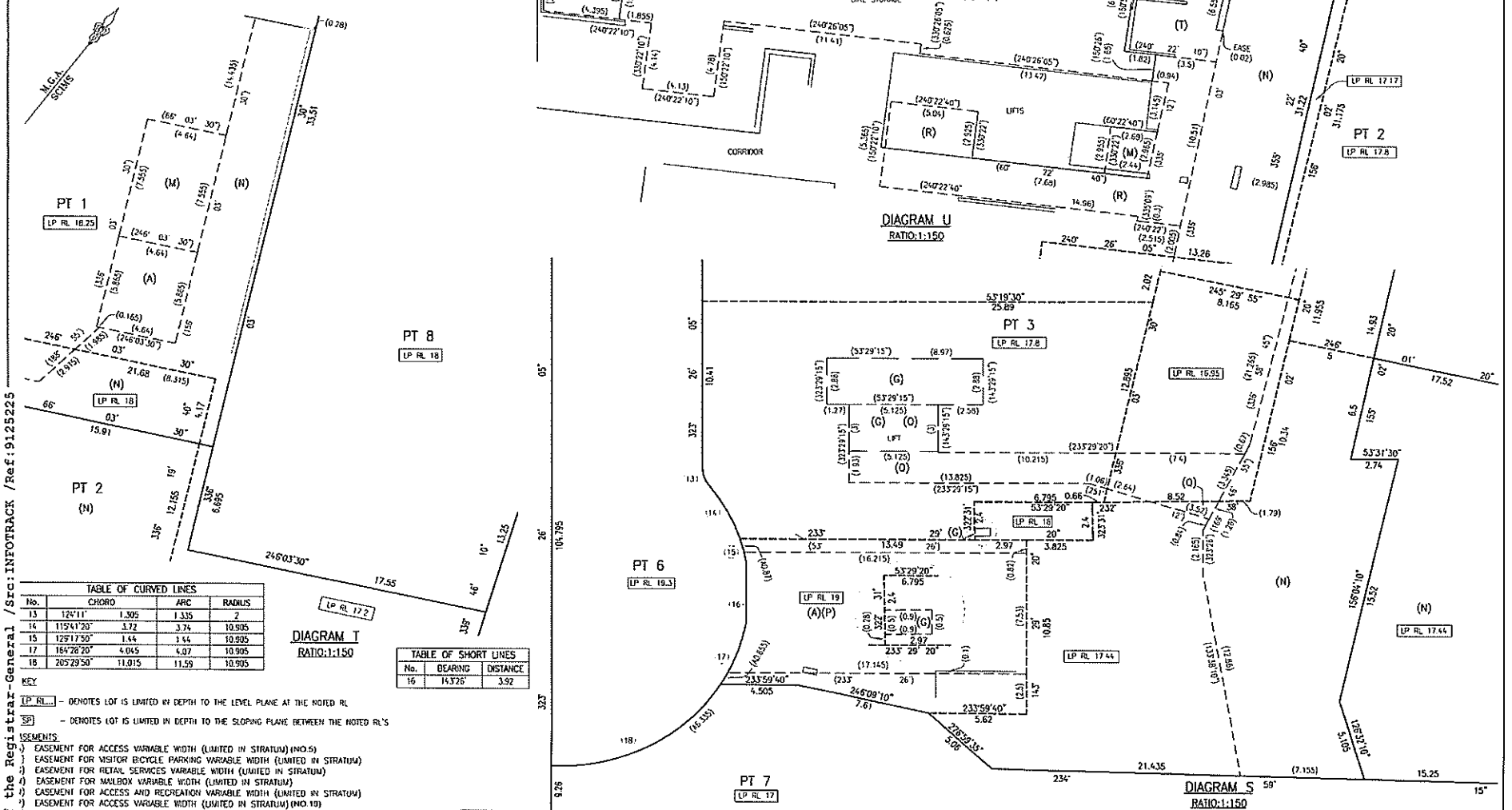

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
13	124°11'	1.305	1.335	2
14	115°41'20"	3.72	3.74	10.905
15	129°17'50"	1.44	1.44	10.905
17	164°28'20"	4.045	4.07	10.905
18	205°29'50"	11.015	11.59	10.905

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
16	14°32'6"	3.92

KEY

LP RL... – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

EASEMENTS

1) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
2) EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
3) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
4) EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRATUM)
5) EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
6) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.19)
7) EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
8) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.21)
9) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (NO 23)

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:150 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952

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LEVEL 2 TO 8

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 9 SHEET 13.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET UNLESS SHOWN OTHERWISE.

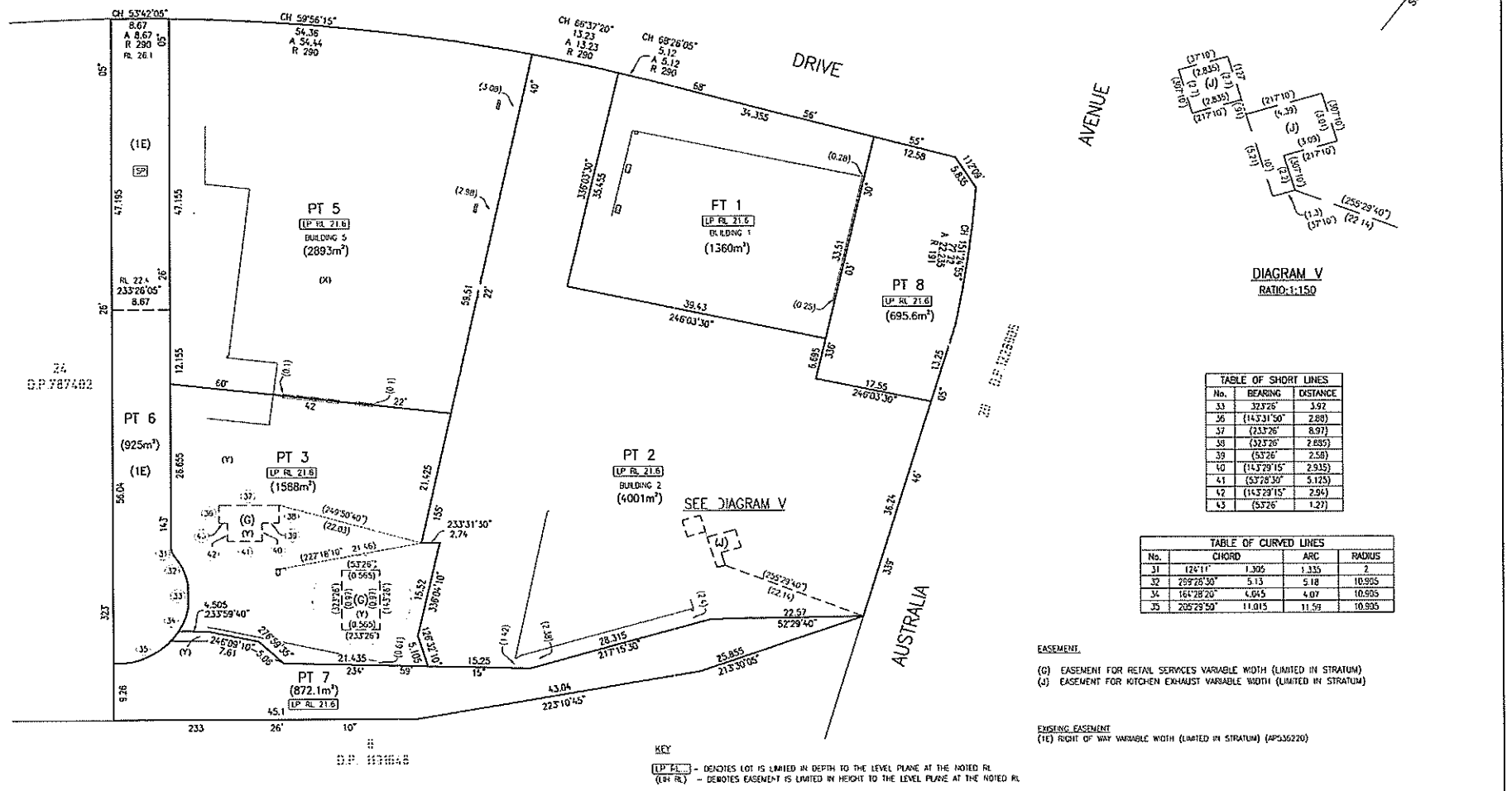

DIAGRAM V
RATIO:1:150

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
33	323°26"	3.97
36	(143°31'50")	2.88)
37	(233°26"	8.97)
38	(323°26"	2.885)
39	(53°26"	2.58)
40	(143°29'15"	2.935)
41	(53°28'30"	5.125)
42	(143°29'15"	2.94)
43	(53°26"	1.27)

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
31	124°11"	1.305	1.335	2
32	209°28'30"	5.13	5.18	10.935
34	164°28'20"	4.045	4.07	10.935
35	205°29'50"	11.015	11.59	10.935

EASEMENT

(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENT
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

KEY

LP RL... - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL
(LH RL) - DENOTES EASEMENT IS LIMITED IN HEIGHT TO THE LEVEL PLANE AT THE NOTED RL

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR		PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952
Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR					

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LEVEL 9

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 10 SHEET 14.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

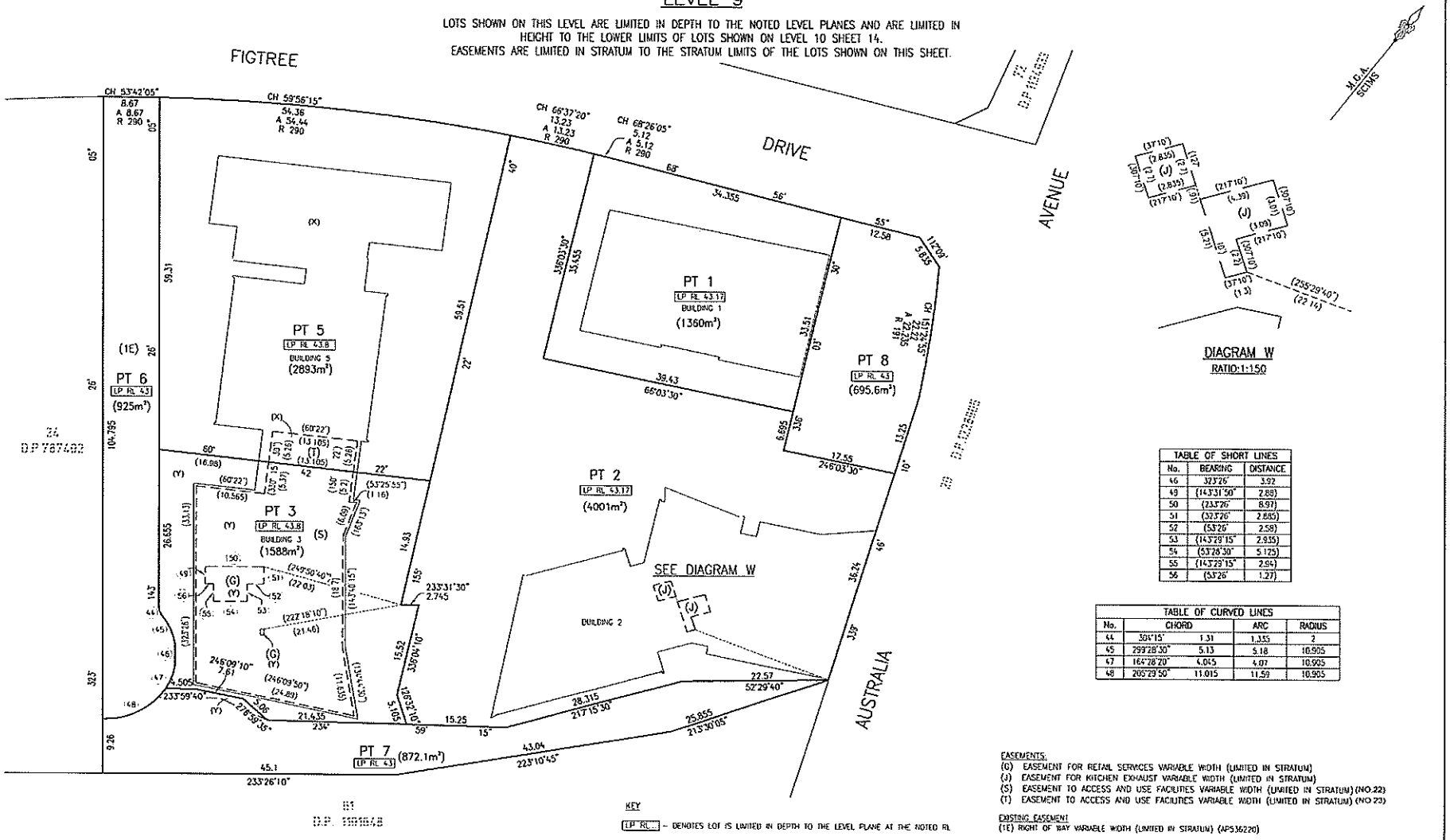

DIAGRAM W
RATIO:1:150

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
46	323°26"	3.92
49	(143°31'50")	2.88
50	(233°26"	8.97)
51	(323°26"	2.885)
52	(53°26"	2.58)
53	(143°29'15"	2.935)
54	(53°26'30"	5.125)
55	(143°29'15"	2.94)
56	(53°26"	1.27)

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
44	304°15" 1.31	1.335	2
45	299°28'30" 5.13	5.18	10.905
47	164°28'20" 4.045	4.07	10.905
48	205°29'50" 11.015	11.59	10.905

EASEMENTS:
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(S) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (NO.22)
(T) EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM) (NO.23)

EXISTING EASEMENT
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

KEY
LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA	REGISTERED	DP1252952
Name ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	15.01.2020	
Date 21.05.2019		Reduction Ratio 1:400		
Reference 140632 S3 SUB-AR		Lengths are in metres.		

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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LEVEL 10

SEE SHEET 22 FOR SECTION A-A

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 11 SHEET 15.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

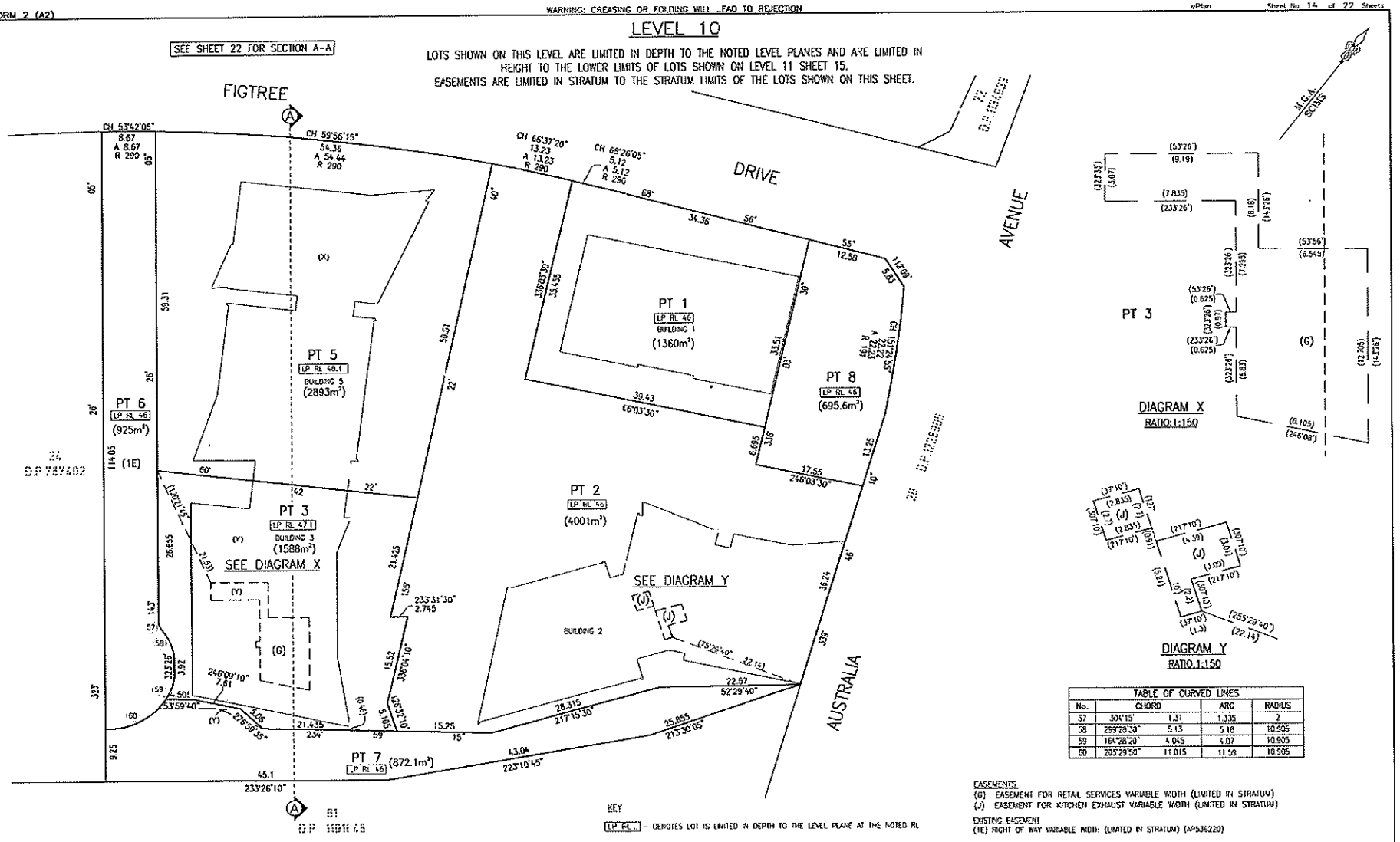

DIAGRAM X
RATIO:1:150

DIAGRAM Y
RATIO:1:150

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
57	304°15'	1.31	1.335	2
58	259°28'30"	5.13	5.18	10.905
59	164°28'20"	4.045	4.07	10.905
60	205°29'50"	11.015	11.59	10.905

KEY
LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EASEMENTS
(G) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENT
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR		PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952
Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR					

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LEVEL 11 TO 12

SEE SHEET 22 FOR SECTION A-A

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 16 LEVEL 13.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET

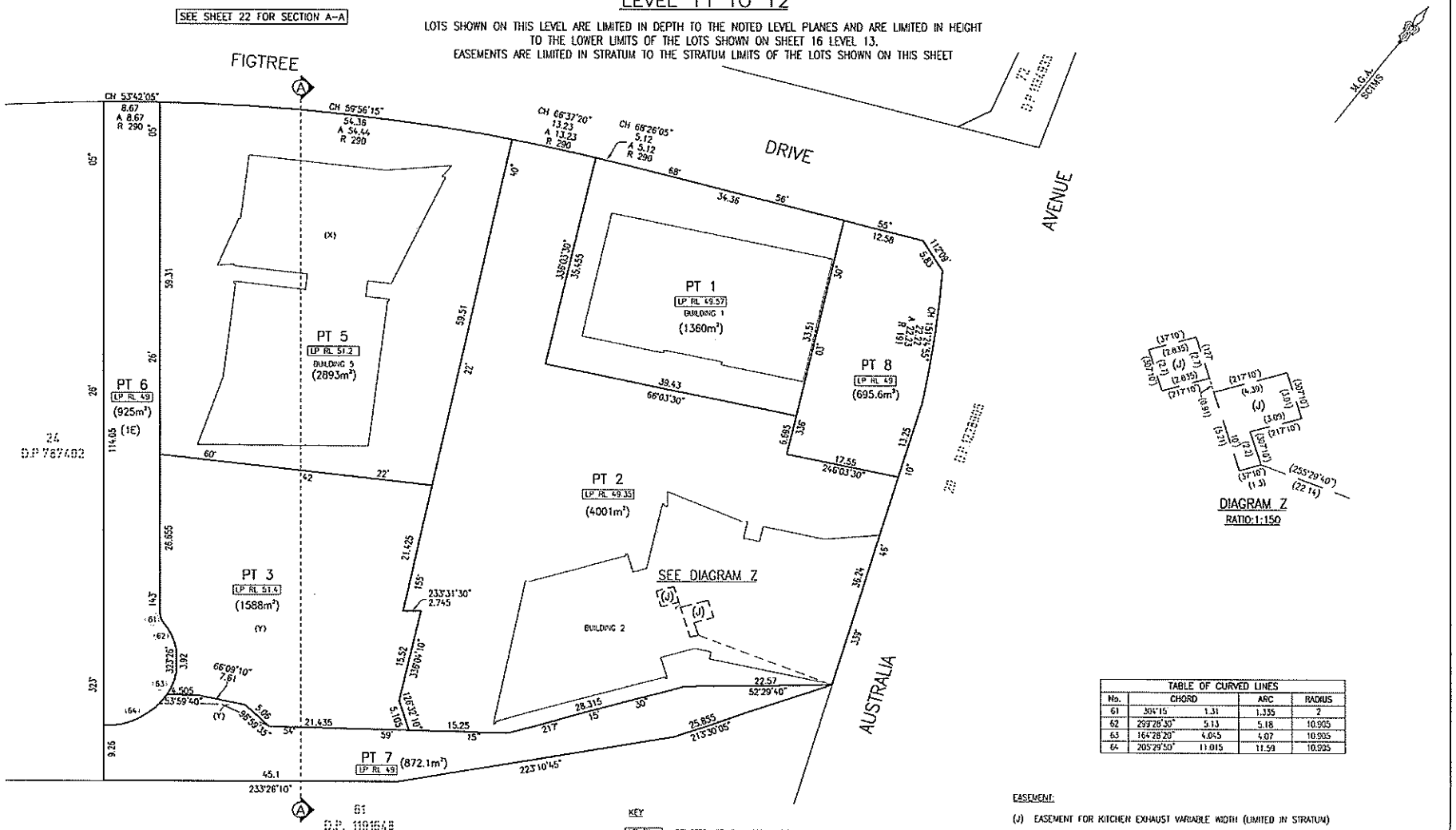

DIAGRAM Z
RATIO:1:150

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
61	304°15	1.31	1.335	2
62	299°28'30"	5.13	5.18	10.905
63	164°28'20"	4.045	4.07	10.905
64	205°29'50"	11.015	11.59	10.905

KEY

LP RL .. - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EASEMENT:

(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENT
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR	
Name	ADAM RICHARDSON
Date	21.05.2019
Reference	140632 S3 SUB-AR

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA:	CITY OF PARRAMATTA
Locality:	SYDNEY OLYMPIC PARK
Reduction Ratio	1:400
Lengths are in metres.	

REGISTERED 15.01.2020

DP1252952

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LEVEL 13 TO 23

SEE SHEET 22 FOR SECTION A-A

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEET 17 LEVEL 24.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET

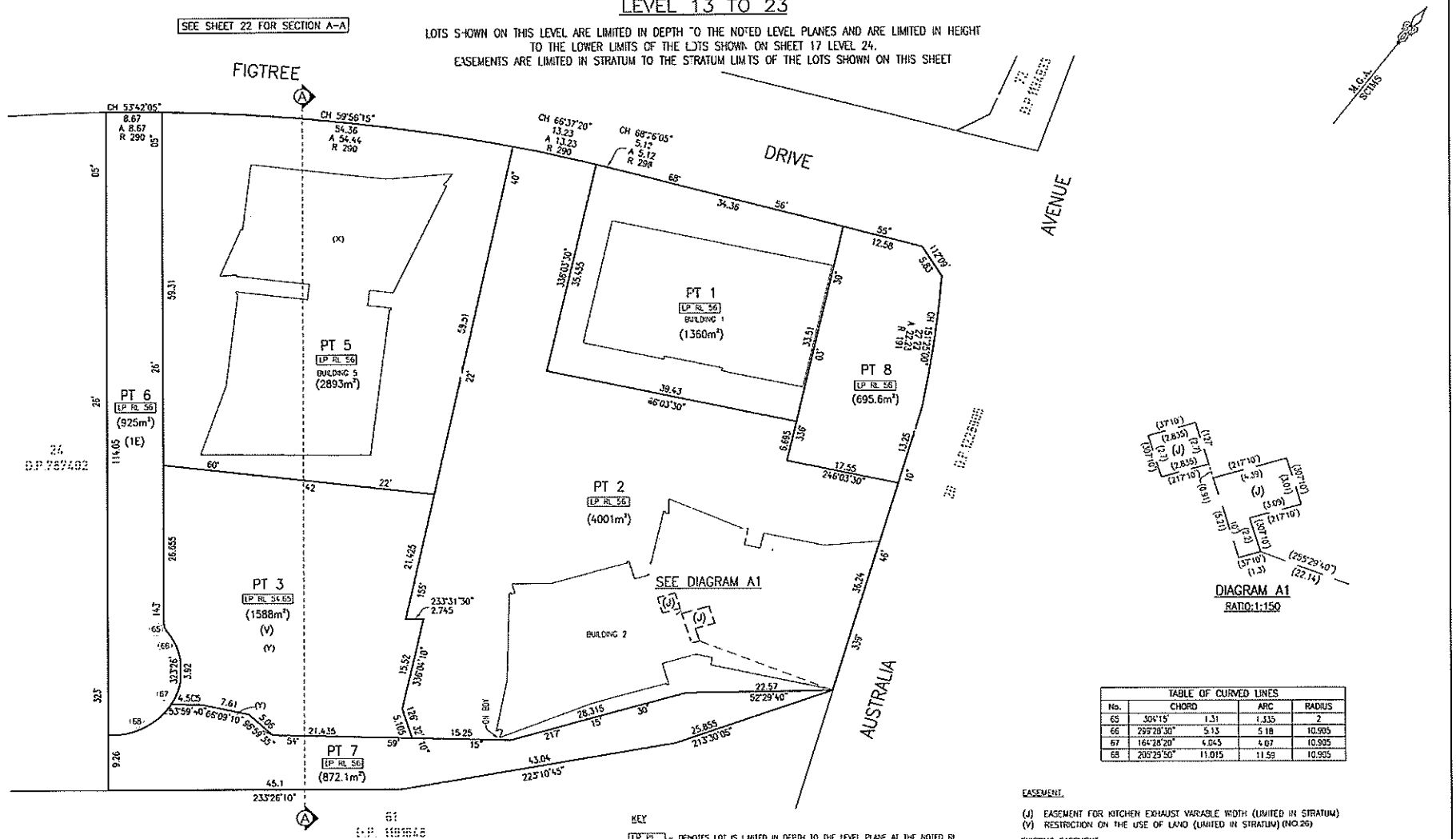

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
65	304°15"	1.31	1.335	2
66	299°28'30"	5.13	5.18	10.905
67	164°28'20"	4.045	4.07	10.905
68	205°29'50"	11.015	11.59	10.905

EASEMENT

(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO.26)

EXISTING EASEMENT

(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

KEY

LP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955 LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952

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LEVEL 24

SEE SHEET 22 FOR SECTION A–A

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THEIR LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 25 & ABOVE SHEET 17. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

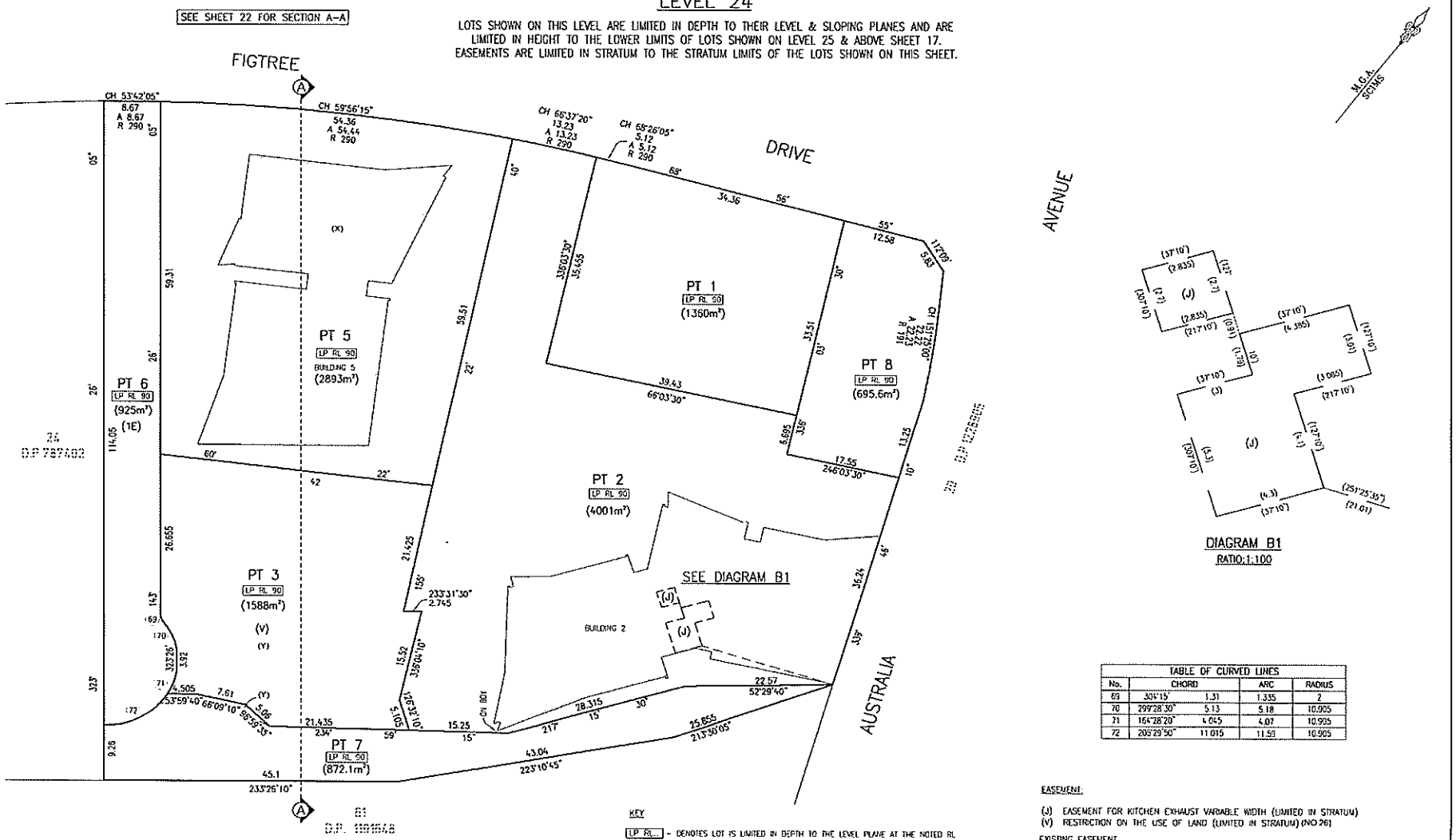

DIAGRAM B1
RATIO:1:100

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
69	304°15"	1.31	1.335	2
70	299°28'30"	5.13	5.18	10.905
71	164°28'20"	4.045	4.07	10.905
72	209°29'50"	11.015	11.53	10.905

KEY

LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EASEMENT

(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO 26)

EXISTING EASEMENT

(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB–AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952

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LEVEL 25

SEE SHEET 22 FOR SECTION A–A

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THEIR LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 19 LEVEL 26.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN ON THIS SHEET.

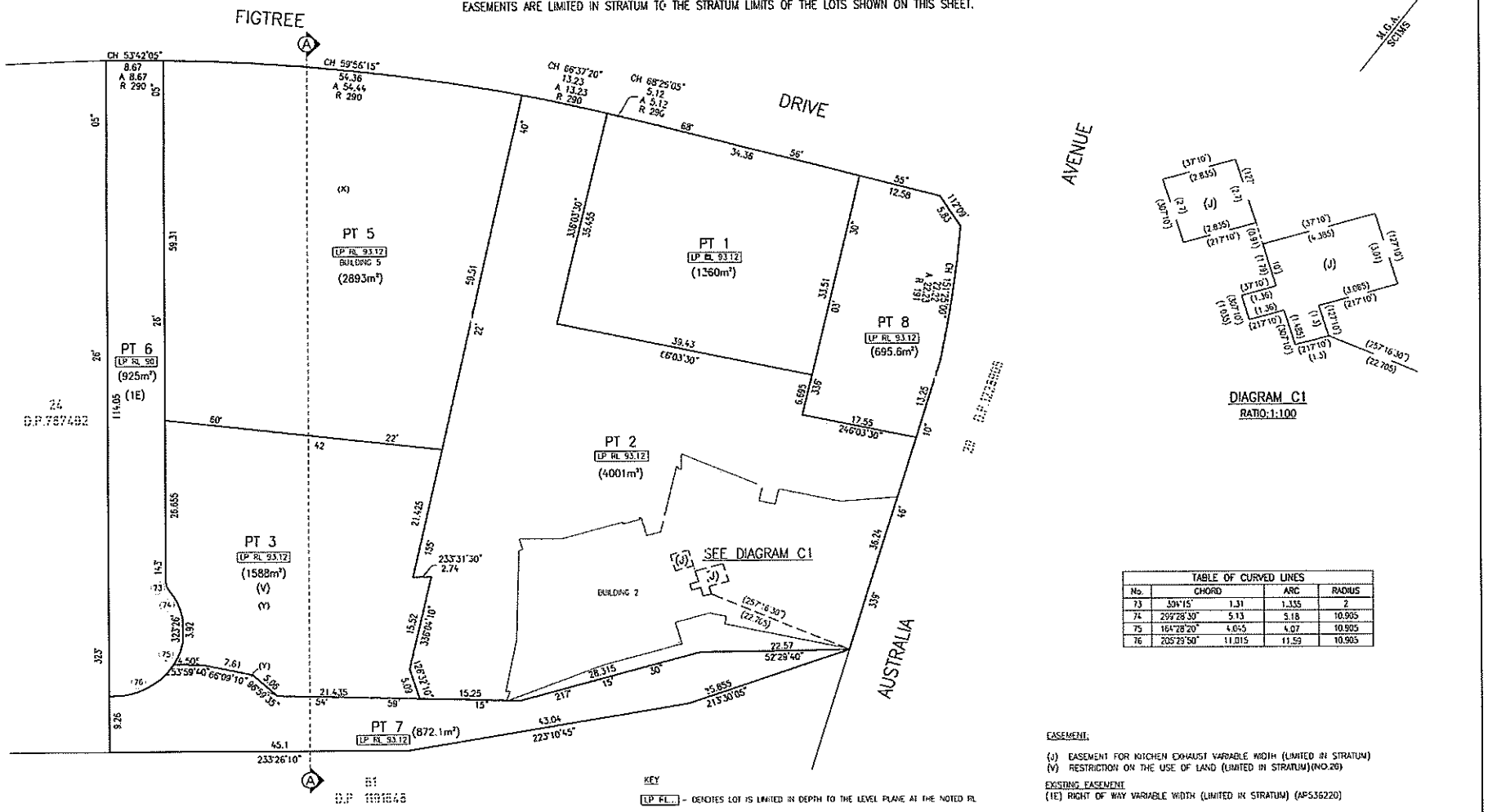

DIAGRAM C1
RATIO:1:100

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
73	304°15"	1.31	1.335	2
74	299°28'30"	5.13	5.18	10.905
75	164°28'20"	4.045	4.07	10.905
76	205°29'50"	11.015	11.59	10.905

EASEMENT:
(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM)(NO.26)

EXISTING EASEMENT
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

KEY
LP RL.. – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR		PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952
Name:	ADAM RICHARDSON				
Date:	21.05.2019				
Reference:	140632 S3 SUB-AR				

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LEVEL 26 & ABOVE

SEE SHEET 22 FOR SECTION A–A

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED IN HEIGHT.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN UNLESS NOTED OTHERWISE.

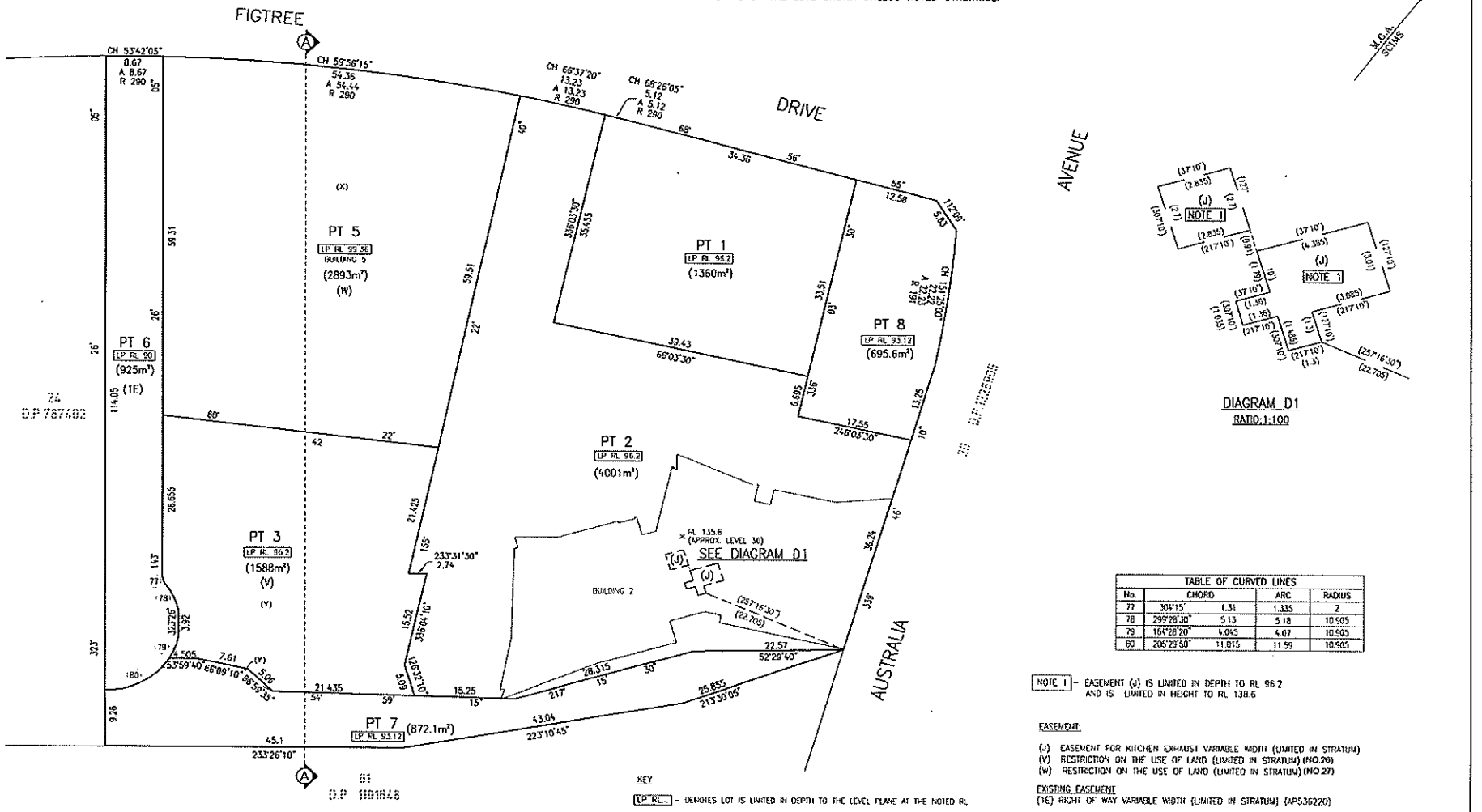

DIAGRAM D1
RATIO:1:100

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
77	304°15' 1.31	1.335	2
78	299°28'30" 5.13	5.18	10.905
79	164°28'20" 4.045	4.07	10.905
80	205°29'50" 11.015	11.59	10.905

NOTE 1 – EASEMENT (J) IS LIMITED IN DEPTH TO RL 96.2 AND IS LIMITED IN HEIGHT TO RL 138.6

EASEMENT

(J) EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (LIMITED IN STRATUM)
(V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO.26)
(W) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO.27)

EXISTING EASEMENT
(1E) RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM) (AP536220)

KEY
LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

(X) RESTRICTION(S) ON THE USE OF LAND (DP1244955)
(Y) RESTRICTION(S) ON THE USE OF LAND (DP1249952)

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio 1:400 Lengths are in metres	REGISTERED 15.01.2020	DP1252952

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BASEMENT LEVEL 1 & ABOVE – ADDITIONAL EASEMENTS

THIS SHEET DETAILS EASEMENTS (K) & (F) WHICH AFFECT THE BASEMENT 1 & LEVEL 1 EXTENTS OF LOT 7 & LOT 61 IN DP 1191648 EASEMENTS ARE LIMITED IN STRATUM TO THE NOTED SLOPING AND LEVEL PLANES

TABLE OF SHORT LINES				
No.	B	D	A	R
77	(318° 00' 00")	(0.81)	(1.11)	(0.42)
78	(359° 13' 40")	(0.625)	(0.68)	(0.475)
79	(3° 59")	(1.43)	(1.55)	(1.05)
80	(315° 33' 30")	(0.655)	(0.655)	(3.34)
81	(355° 28' 15")	(1.075)	(1.08)	(3.44)
82	(316° 42')	(0.265)	-	-
83	(321° 47' 15")	(0.82)	(0.825)	(3.259)
84	(154° 38' 10")	(0.275)	(0.275)	(1.39)
85	(139° 22' 10")	(0.62)	(0.625)	(1.39)

TABLE OF STRATUM LIMITS		
VERTICES	LOWER LIMIT	UPPER LIMIT
a-a	16.55	19.25
b-b	16.55	19.25
c-c	15.77	18.47
d-d	15.77	18.47
e-e	15.17	17.87
f-f	14.22	16.97
g-g	14.27	16.97
h-h	13.46	16.16
i-i	13.46	16.16
j-j	12.71	15.41
k-k	12.6	15.3
l-l	13.65	16.35

KEY

NOTE 1 – THE UPPER STRATUM LIMIT OF EASEMENT (F) WHERE DESIGNATED WITH THIS NOTE IS 2.7 METERS ABOVE THE LOWER LIMITS OF THE EASEMENT

(SP) – DENOTES EASEMENT IS LIMITED IN STRATUM TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

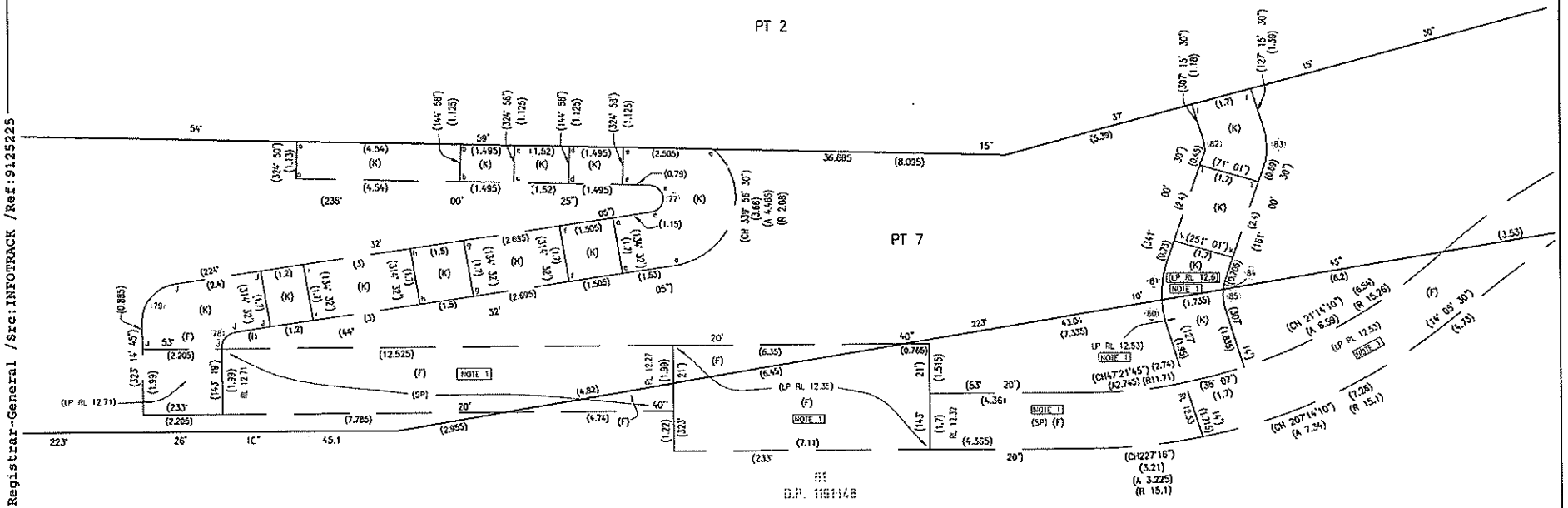
(LP RL) – DENOTES EASEMENT IS LIMITED IN STRATUM TO THE LEVEL PLANE AT THE NOTED RL

a b a b – DENOTES EASEMENT IS LIMITED IN HEIGHT AND DEPTH TO THE LEVEL AND SLOPING PLANES FORMED THE VERTICES, AND THEIR VALUES IN THE TABLE OF STRATUM LIMITS.

EASEMENT

(K) – EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
(F) – EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

M.G.A. SCIMS



SURVEYOR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:75 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952
Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR				

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BASEMENT LEVEL 1 & ABOVE – ADDITIONAL EASEMENTS

THIS SHEET DETAILS EASEMENTS (K) & (F) WHICH AFFECT THE BASEMENT 1 & LEVEL 1 EXTENTS OF LOT 7 & LOT 61 IN DP 1191648 EASEMENTS ARE LIMITED IN STRATUM TO THE NOTED SLOPING AND LEVEL PLANES

KEY

NOTE 1 – THE UPPER STRATUM LIMIT OF EASEMENT (F) WHERE DESIGNATED WITH THIS NOTE IS 2.7 METERS ABOVE THE LOWER LIMITS OF THE EASEMENT

(SP) – DENOTES EASEMENT IS LIMITED IN STRATUM TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(LP RL) – DENOTES EASEMENT IS LIMITED IN STRATUM TO THE LEVEL PLANE AT THE NOTED RL

°a□°b / °b□°a – DENOTES EASEMENT IS LIMITED IN HEIGHT AND DEPTH TO THE LEVEL AND SLOPING PLANES FORMED THE VERTICES AND THEIR VALUES IN THE TABLE OF STRATUM LIMITS.

EASEMENT:
(K) – EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (LIMITED IN STRATUM)
(F) – EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

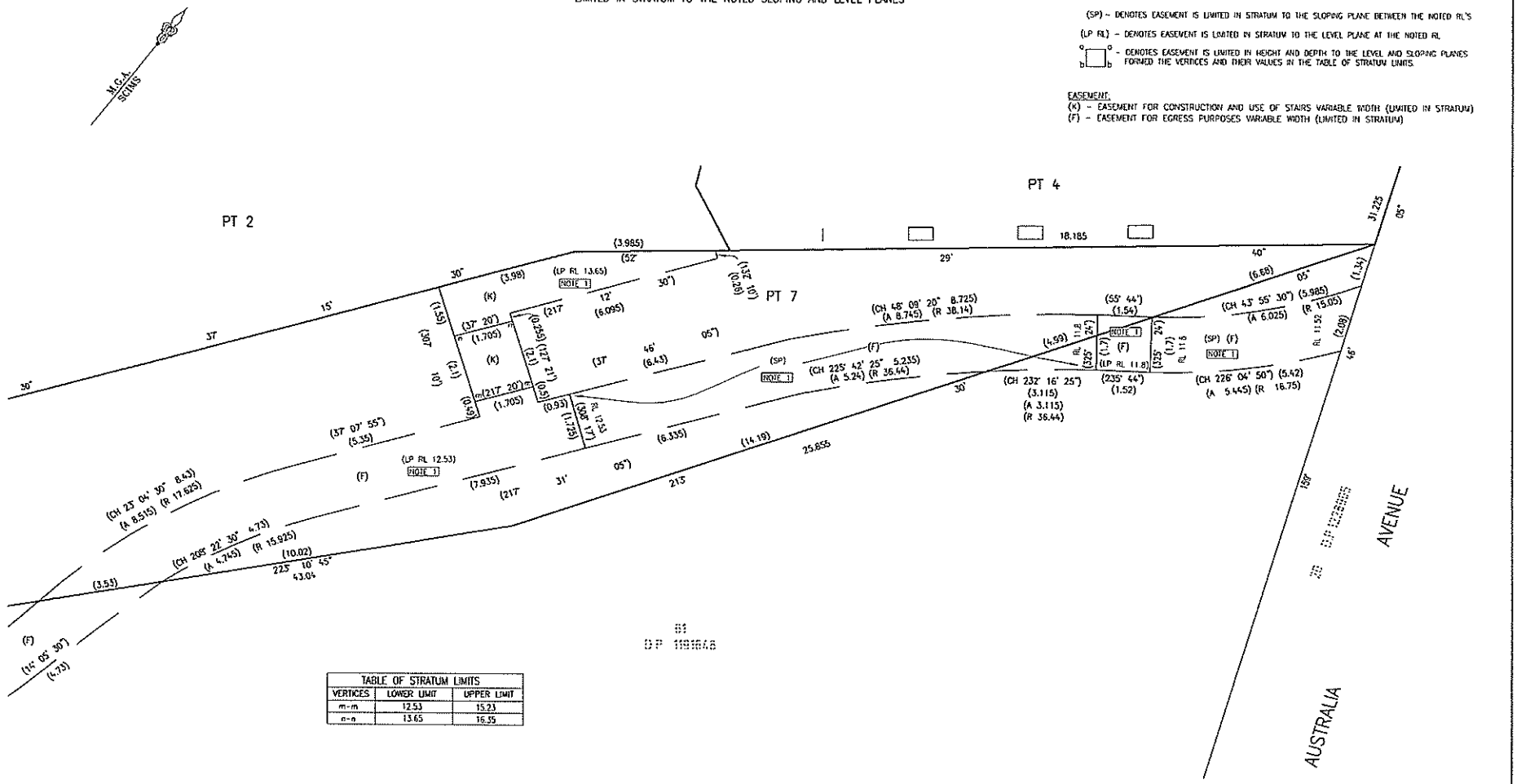

TABLE OF STRATUM LIMITS		
VERTICES	LOWER LIMIT	UPPER LIMIT
m-m	12.53	15.23
n-n	13.65	16.35

SURVEYOR Name: ADAM RICHARDSON Date: 21.05.2019 Reference 140632 S3 SUB-AR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio 1:75 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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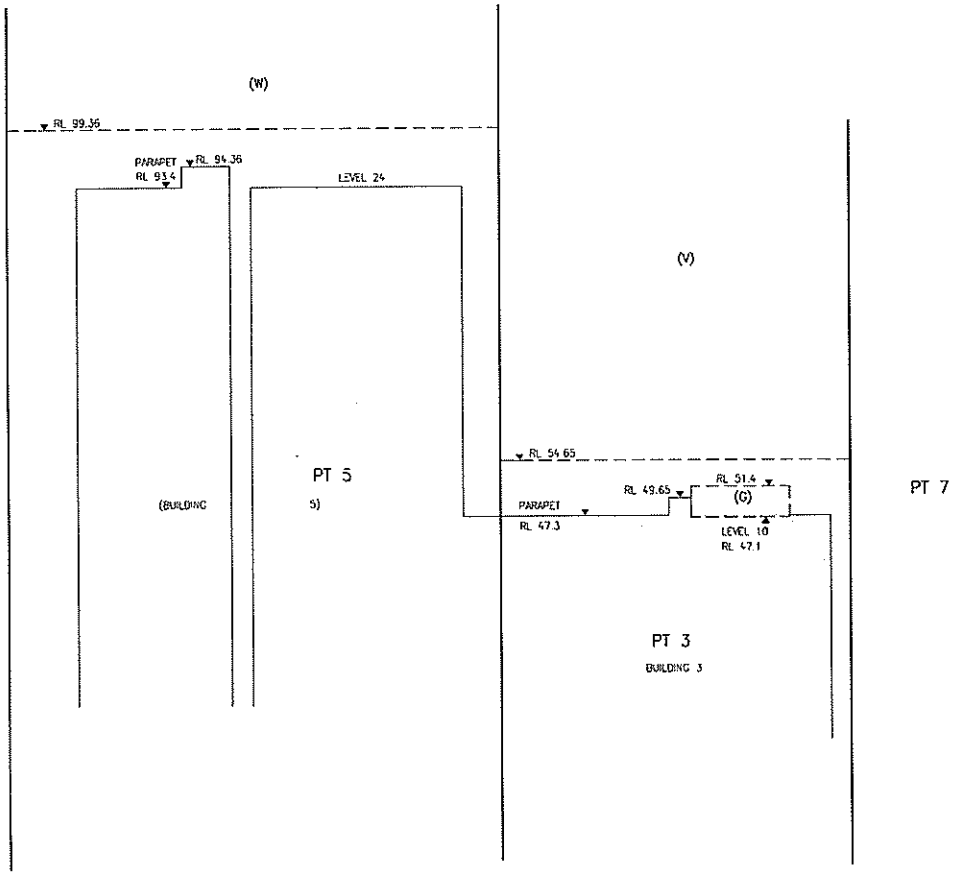
SECTION A–A



EASEMENT

(C) EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)
(V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO.26)
(W) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (NO.27)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1243952 AND EASEMENT OVER LOT 61 IN DP 1191648	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 15.01.2020	DP1252952
Name: ADAM RICHARDSON Date: 21.05.2019 Reference: 140632 S3 SUB-AR				

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 15.01.2020

Title System: TORRENS

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DP1252952

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Parish: CONCORD

County: CUMBERLAND

Survey Certificate

I, ADAM RICHARDSON

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 21.05.2019, or

*(b) ~~The part of the land shown in the plan (*being/*excluding** .....)~~ was surveyed in accordance with ~~the~~ *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey ~~was~~ completed on, ... the part ~~not surveyed was compiled in accordance with that Regulation,~~ or

*(c) ~~The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.~~

Datum Line: 'X - Y'

Type: *Urban/*~~Rural~~

The terrain is *Level-Undulating / *~~Steep Mountainous.~~

Signature: ..... Dated: 13/12/2019

Surveyor Identification No: 8747

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, GORDON WREN

*~~Authorised Person/*General Manager~~/*accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: BPB 0447

Consent/Authority: SOPA

Date of Endorsement: 17th DEC 2019

Subdivision Certificate no: SUC049

File number: DA 04-04-2019

*Strike through if inapplicable

Plans used in the preparation of survey/compilation

DP 1191648
DP 747909
DP 1134933
DP 1163718
DP 1110035
SP 91684

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 140632 S3 SUB–AR

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

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 15.01.2020

Office Use Only

DP1252952

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952 AND EASEMENT OVER LOT 61 IN DP 1191648

Subdivision Certificate No: SUC049

Date of Endorsement: 17th DEC 2019

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)
4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
5. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
6. EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (B) (LIMITED IN STRATUM)
7. EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (D) (LIMITED IN STRATUM)
8. EASEMENT FOR VISITOR BICYCLE PARKING VARIABLE WIDTH (E) (LIMITED IN STRATUM)
9. EASEMENT FOR EGRESS PURPOSES VARIABLE WIDTH (F) (LIMITED IN STRATUM)
10. EASEMENT FOR RETAIL SERVICES VARIABLE WIDTH (G) (LIMITED IN STRATUM)
11. EASEMENT FOR ACCESS VARIABLE WIDTH (H) (LIMITED IN STRATUM)
12. EASEMENT FOR KITCHEN EXHAUST VARIABLE WIDTH (J) (LIMITED IN STRATUM)
13. EASEMENT FOR CONSTRUCTION AND USE OF STAIRS VARIABLE WIDTH (K) (LIMITED IN STRATUM)
14. EASEMENT FOR MAILBOX VARIABLE WIDTH (M) (LIMITED IN STRATUM)
15. EASEMENT FOR ACCESS AND RECREATION VARIABLE WIDTH (N) (LIMITED IN STRATUM)
16. EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)
17. EASEMENT FOR CRANE JIB SWING (WHOLE OF LOT)
18. EASEMENT FOR NOISE, VIBRATION AND DUST (WHOLE OF LOT)
19. EASEMENT FOR ACCESS VARIABLE WIDTH (P) (LIMITED IN STRATUM)
20. EASEMENT FOR ACCESSIBLE ACCESS VARIABLE WIDTH (Q) (LIMITED IN STRATUM)
21. EASEMENT FOR ACCESS VARIABLE WIDTH (R) (LIMITED IN STRATUM)
22. EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (S) (LIMITED IN STRATUM)
23. EASEMENT TO ACCESS AND USE FACILITIES VARIABLE WIDTH (T) (LIMITED IN STRATUM)
24. EASEMENT FOR GREASE ARRESTOR PUMP OUT PURPOSES ~~VARIABLE WIDTH~~ 0.25 WIDE (U) (LIMITED IN STRATUM)
25. POSITIVE COVENANT
26. RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (V)
27. RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (W)

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO RELEASE:

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1244955)
2. EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1244955)
3. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1249952)
4. EASEMENT FOR SERVICES WHOLE OF LOT (DP1249952)
5. EASEMENT FOR ACCESS VARIABLE WIDTH (DP1249952) (LIMITED IN STRATUM)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 S3 SUB-AR

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 15.01.2020

Office Use Only

DP1252952

PLAN OF SUBDIVISION OF LOT 25 IN DP 1244955, LOT 33 IN DP 1249952 AND LOT 34 IN DP 1249952

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SVC049

Date of Endorsement: 17th Dec 2019

Executed for and on behalf of Sydney Olympic Park Authority ABN 68 010 941 405 by an authorised officer, in the presence of:

Signature of witness

BENJAMIN WOODS
Name of witness in full

Signature of authorised officer, who by executing this deed or otherwise, does not accept any liability in any capacity (personal or otherwise)

NICHOLAS HUBBLE
Name of authorised officer in full

EXECUTIVE DIRECTOR, COMMERCIAL
Capacity of authorised officer

Executed by Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425 in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/other Director

Michelle Favelle

Name of Secretary/~~other Director~~ in full

Signature of Director or Sole Director and Secretary

Adam Grant Hirst

Name of Director or Sole Director and Secretary in full

Executed by Mirvac BTR Sub Company B Pty Ltd ACN 627 445 470 in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/other Director

Michelle Favelle

Name of Secretary/~~other Director~~ in full

Signature of Director or Sole Director and Secretary

Adam Grant Hirst

Name of Director or Sole Director and Secretary in full

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 S3 SUB-AR

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

DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127
Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425 of Level 28, 200 George Street, Sydney NSW 2000
Mirvac BTR Sub Company B Pty Ltd ACN 627 445 470 of Level 28, 200 George Street, Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
2	Easement for Services (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
3	Easement for Emergency Egress (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1

Signature of authorised officer
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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Easement to Access Shared Facilities (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
5	Easement for Access variable width (A) (limited in stratum)	1,2,3 1,2 & 5 1,3 & 5 2, 3 & 5 4	5 3 2 1 1, 2, 3 & 5
6	Easement to Access and Use Loading Dock variable width (B) (limited in stratum)	2	1, 3, 4 & 5
7	Easement for Access by Foot variable width (D) (limited in stratum)	1	4
8	Easement for Visitor Bicycle Parking variable width (E) (limited in stratum)	5 2	3 1
9	Easement for Egress Purposes variable width (F) (limited in stratum)	7, 8 Lot 61 DP1191648	1 – 5 inclusive
10	Easement for Retail Services variable width (G) (limited in stratum)	2, 3	4
11	Easement for Access variable width (H) (limited in stratum)	6	1 – 5 inclusive
12	Easement for Kitchen Exhaust variable width (J) (limited in stratum)	2	4

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	Easement for Construction and Use of Stairs variable width (K) (limited in stratum)	7 Lot 61 DP1191648	1, 2, 3 & 5
14	Easement for Mailbox variable width (M) (limited in stratum)	1 5	2 3
15	Easement for Access and Recreation variable width (N) (limited in stratum)	2 1 3 5	1, 3, & 5 2, 3 & 5 1, 2 & 5 1, 2 & 3
16	Easement for Construction Purposes (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
17	Easement for Crane Jib Swing (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
18	Easement for Noise, Vibration and Dust (whole of lot)	1, 2, 3 & 4 1, 2, 3 & 5 1, 2, 4 & 5 1, 3, 4 & 5 2, 3, 4 & 5	5 4 3 2 1
19	Easement for Access variable width (P) (limited in stratum)	1, 2 & 3	4

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
20	Easement for Accessible Access variable width (Q) (limited in stratum)	3 2	1, 2 & 5 3, 1 & 5
21	Easement for Access variable width (R) (limited in stratum)	5	3
22	Easement to Access and Use Facilities variable width (S) (limited in stratum)	3	5
23	Easement to Access and Use Facilities variable width (T) (limited in stratum)	5	3
24	Easement for Grease Arrestor Pump Out Purposes 0.25 wide (U) (limited in stratum)	2	4
25	Positive Covenant	1, 2, 3 & 5	Sydney Olympic Park Authority
26	Restriction on Use of Land (limited in stratum) (V)	3	Sydney Olympic Park Authority
27	Restriction on Use of Land (limited in stratum) (W)	5	Sydney Olympic Park Authority

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

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 or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (whole of lot) created by DP 1244955	Lot 25 in DP1244955 Lot 34 in DP1249952 33/1249952	Lot 33 in DP 1244955 & Lot 34 in DP1249952 ~~Lot 33 in DP 1244955 &~~ Lot 25 in DP1244955 & Lot 25 in DP1244955 ~~& Lot 34 in DP1249952~~
2.	Easement for Services (whole of lot) created by DP 1244955	Lot 25 in DP1244955 Lot 34 in DP1249952 33/1249952	Lot 33 in DP 1244955 & Lot 34 in DP1249952 ~~Lot 33 in DP 1244955 &~~ Lot 25 in DP1244955 & Lot 25 in DP1244955 ~~& Lot 34 in DP1249952~~
3	Easement for Support and Shelter (whole of lot) created by DP 1249952	Lot 33 in DP1249952 Lot 34 in DP1249952	Lot 34 in DP1249952 Lot 33 in DP1249952
4.	Easement for Services (whole of lot) created by DP 1249952	Lot 33 in DP1249952 Lot 34 in DP1249952	Lot 34 in DP1249952 Lot 33 in DP1249952
5	Easement for Access variable width (limited in stratum) created by DP 1249952	Lot 34 in DP1249952	Lot 33 in DP1249952

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

Part 2 (Terms)

1 Terms of Easement for Support and Shelter (whole of lot) numbered 1 in the Plan

1.1 The Grantor grants to the Grantee an easement for subjacent and lateral support and shelter in any direction:

(a) of those parts of the Building erected on a Lot Benefited at the date of registration of the Plan; and

(b) of those parts of the Building on a Lot Benefited erected as part of the Building Works following registration of the Plan,

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

1.2 The Grantor must:

(a) not do anything which will detract from the support of the Lot Benefited; and

(b) allow the Grantee to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Lot Benefited is maintained.

1.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly;

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition;

(d) make good any collateral damage; and

(e) comply with statute law pertaining to the use of the Lot Burdened for the permitted purpose under this easement.

2 Terms for Easement for Services (whole of lot) numbered 2 in the Plan

2.1 For the purposes of this easement, Services and Services Apparatus includes:

(a) those Services and Services Apparatus installed up to and including the date of registration of the Plan; and

(b) those Services and Services Apparatus installed as part of the Building Works following registration of the Plan.

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

2.2 The Grantee may:

(a) use each Lot Burdened to provide Services to or from each Lot Benefited

(b) use that part of the Lot Burdened reasonably required to install, use and maintain the Services Apparatus necessary for the operation of any Services; and

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

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carry out work, such as constructing, placing, repairing or maintaining Services and Services Apparatus.

2.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

2.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Services, Services Apparatus or the Easement Site.

2.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

2.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

3 Terms for Easement for Emergency Egress (whole of lot) numbered 3 in the Plan

3.1 The Grantee and its Authorised Users may pass and repass across those parts of the Lot Burdened used, designated or necessary for fire or emergency egress purposes including fire stairs and passages within the Lots Burdened for the purpose of egressing from the Lots Benefited:

(a) in an emergency;

(b) in the case of a fire or fire drill purposes; or

(c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

4 Terms for Easement to Access Shared Facilities (whole of lot) numbered 4 in the Plan

4.1 The Grantee and its Authorised Users may pass and repass over the Lot Burdened at any time by foot for the purpose of accessing any Shared Facilities located within the Lot Burdened which the Grantee is entitled to use under the Strata Management Statement.

4.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

5 Terms for Easement for Access variable width (A) (limited in stratum) numbered 5 in the Plan

5.1 The Grantee and its Authorised Users may by any reasonable means pass and repass across the Easement Site, to get to or from the Lot Benefited.

5.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

5.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

5.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

5.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

Signature of authorised officer
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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

6 Terms for Easement to Access and Use Loading Dock variable width (B) (limited in stratum) numbered 6 in the Plan

6.1 The Grantee and its Authorised Users may:

(a) access and use the Loading Dock within the Easement Site, subject to any rules of operation of the Loading Dock reasonably determined by the Building Management Committee from time to time, to load and unload goods and pass and repass across the Easement Site including with vehicles for that purpose; and

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

(i) entering the Lot Burdened; and

(ii) taking anything on to the Lot Burdened.

6.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition, and

(d) make good any collateral damage.

6.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Loading Dock within the Building or the Easement Site.

6.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

6.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

7 Terms for Easement for Access by Foot variable width (D) (limited in stratum) numbered 7 in the Plan

7.1 The Grantee and its Authorised Users may pass and repass across the Easement Site by foot to get to and from the Lot Benefited.

7.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

8 Terms for Easement for Visitor Bicycle Parking variable width (E) numbered 8 in the Plan

8.1 In this Easement, **Grantee Authorised Users** means visitors to the Residential Stratum Lots.

8.2 The Grantee Authorised Users may:

(a) use the visitor bicycle parking spaces within the Easement Site; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened; and

(ii) taking anything onto the Lot Burdened.

8.3 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition; and

(d) make good any collateral damage. .

8.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

8.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

8.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

9 Terms for Easement for Egress Purposes variable width (F) (limited in stratum) numbered 9 in the Plan

9.1 The rights under this Easement do not commence until completion of construction of a footpath within the Easement Site.

9.2 Subject to clause 9.1, the Grantee and its Authorised Users may pass and repass across the Easement Site to get to and from the Lot Benefited including for the purposes of fire egress.

9.3 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

10 Terms for Easement for Retail Services variable width (G) (limited in stratum) numbered 10 in the Plan

10.1 For the purposes of this easement, **Retail Services and Services Apparatus** includes:

(a) those Retail Services and Services Apparatus installed up to and including the date of registration of the Plan; and

(b) those Retail Services and Services Apparatus which may be installed as part of the Building Works following registration of the Plan.

10.2 The Grantee may:

(a) use the Lot Burdened, but only within the Easement Site, to install and provide Retail Services to and from the Lot Benefited;

(b) use that part of the Lot Burdened reasonably required to install, use and maintain Services Apparatus necessary for the operation of any Retail Services; and

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

(i) using the lift and fire stairs located within the Easement Site;

(ii) entering the Lot Burdened;

(iii) taking anything on to the Lot Burdened; and

(iv) carrying out work, such as constructing, placing, repairing or maintaining the Retail Services and Services Apparatus.

(d) The Grantee must keep Retail Services and Services Apparatus in a state of good and serviceable repair.

10.3 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

11 Terms for Easement for Access (H) (whole of lot) numbered 11 in the Plan

11.1 Subject to the conditions in this easement, the Grantee and its Authorised Users may pass and repass across the Easement Site with or without vehicles to get to and from the Lot Benefited.

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

11.2 The easement is subject to the following conditions:

(a) the Grantee and its Authorised Users enter upon the Lots Burdened at their own risk and release the Grantor and SOPA from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lots Burdened under the terms of this easement except to the extent caused by the negligent act of the Grantor;

(b) the exercise by SOPA of the rights, obligations, functions or powers of SOPA whether pursuant to the *Sydney Olympic Park Authority Act* 2001 (NSW) or any other law, including to temporarily restrict access; and

(c) any temporary restrictions on access at such times as the Grantor requires, in its absolute discretion, to carry out repair or other works to the Lots Burdened (or any area adjoining the Easement Site) in any manner as the Grantor determines, in its absolute discretion.

11.3 SOPA may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

11.4 In exercising the rights granted under this Easement and complying its obligations, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to SOPA and any owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on them;

(c) make good any collateral damage; and

(d) comply with any rules about the use of the Easement Site made by SOPA under clause 11.2.

11.5 If any part of the Easement Site is transferred or dedicated as a public road, then from the date of that dedication, this easement is extinguished in respect of the part so transferred or dedicated.

Name of Authority empowered to release the easement numbered 11 in the Plan

SOPA

12 Terms for Easement for Kitchen Exhaust (J) (limited in stratum) numbered 12 in the Plan

12.1 For the purposes of this easement, kitchen exhaust services and Services Apparatus includes:

(a) those kitchen exhaust services and Services Apparatus installed up to and including the date of registration of the Plan; and

(b) those kitchen exhaust services and Services Apparatus which may be installed as part of the Building Works following registration of the Plan.

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

12.2 The Grantee may:

(a) use the Lot Burdened, but only within the Easement Site, to provide kitchen exhaust services to and from the Lot Benefited; and

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

(i) using the lift and fire stairs located within the Easement Site;

(ii) entering the Lot Burdened;

(iii) taking anything on to the Lot Burdened; and

(iv) carrying out work, such as constructing, placing, repairing or maintaining the kitchen exhaust services and Services Apparatus necessary for the operation of any kitchen exhaust services.

12.3 The Grantee must keep the kitchen exhaust services and Services Apparatus in a state of good and serviceable repair.

12.4 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) ensure that all work is done properly;

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

13 Terms of Easement for Construction and Use of Stairs variable width (K) (limited in stratum) numbered 13 in the Plan

13.1 In this Easement, **'Structures'** means the stairs to be constructed within the Easement Site in the future.

13.2 The Grantee and its Authorised Users may:

(a) use the Easement Site for the purpose of constructing and maintaining the Structures on the Lot Burdened, but only within the Easement Site;

(b) access and use the Structures and the Easement Site to access the Lots Benefited;

(c) insist the Structures, once constructed, remain on the Lot Burdened, but only to the extent that the Structures are within the Easement Site; and

(d) do anything reasonably necessary for that purpose including:

(i) entering into the Lot Burdened;

(ii) taking anything onto the Lot Burdened; and

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(iii) carrying out the necessary works.

13.3 In accordance with the Positive Covenant numbered 25 in the Plan, the Grantee must, at the cost of the Grantee, maintain the Structures and keep the Structures in good repair and safe condition.

13.4 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) ensure that all work on the Lot Burdened is done properly and carried out as quickly as practicable;

(b) cause as little inconvenience to the owner and any occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

13.5 The Grantee indemnifies the Grantor and SOPA against any claim, action, damage, loss, liability, cost or expense which the Grantor or SOPA incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by negligent act of the Grantor.

13.6 To the extent within its reasonable control, the Grantor must not do or allow anything to be done to remove, damage or interfere with the Structures.

14 Terms of Easement for Mailbox variable width (M) numbered 14 in the Plan

14.1 The Grantee and its Authorised Users may install, maintain, replace and use a mailbox within the Easement Site and enter onto the Easement Site at all reasonable times for that purpose.

14.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) ensure that all work is done properly;

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition; and

(d) make good any collateral damage.

14.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Mailbox or the Easement Site.

14.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

14.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

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15 Terms of Easement for Access and Recreation variable width (N) numbered 15 in the Plan

15.1 The Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repass and remain for passive recreation purposes at all times over the Easement Site:

(a) on foot;

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

(c) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).

15.2 The Grantee and Authorised Users may use any facilities including barbeque facilities located within the Easement Site subject to any rules reasonably determined by the Building Management Committee from time to time.

15.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) the Grantee and any Authorised User if that Grantee or Authorised User:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) loiters or causes excessive noise; or

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

15.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site and any facilities located within the Easement Site.

15.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

15.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

16 Terms of Easement for Construction Purposes (whole of lot) numbered 16 in the Plan

16.1 The Grantee and its Authorised Users may:

(a) carry out the Building Works on and within the Lots Benefited including within the Lot Burdened to the extent necessary to construct the Building Works.

(b) install Services and Services Apparatus as part of the Building Works;

(c) use, augment or add to Services and Services Apparatus installed as part of the Building Works; and

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(d) do anything reasonably necessary for that purpose including:

(i) entering into the Lot Burdened;

(ii) taking anything onto the Lot Burdened; and

(iii) carrying out the necessary works.

16.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) comply with the Building Approval and requirements of any Governmental Agencies when carrying out works;

(b) ensure all work is done properly;

(c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;

(d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;

(e) restore the Lots Burdened as nearly as is practicable to its former condition; and

(f) make good any collateral damage.

16.3 The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor or its Authorised Persons.

16.4 The rights under this easement will cease to have effect upon the last final occupation certificate for the Building Works being issued by the relevant Authority.

17 Terms of Easement for Crane Jib Swing (whole of lot) numbered 17 in the plan

17.1 The Grantee and its Authorised Users:

(a) may have a crane jib overhang the Lot Burdened during the period of the Building Works to be carried out on the Lot Benefited; and

(b) must keep the crane jib in good repair and safe condition.

17.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) comply with the Building Approval and requirements of any Governmental Agencies when using the crane jib and carrying out works;

(b) ensure all work is done properly;

(c) cause as little inconvenience as is practicable to the Lots Burdened and any occupier of the Lots Burdened;

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(d) cause as little damage as is practicable to the Lots Burdened and any improvements on the Lots Burdened;

(e) restore the Lots Burdened as nearly as is practicable to its former condition; and

(f) make good any collateral damage.

17.3 The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor or its Authorised Persons.

17.4 To the extent within its reasonable control, the Grantor must not do or allow anything to be done to damage or interfere with the crane jib.

17.5 The rights under this easement will cease to have effect upon the last final occupation certificate for the Building Works being issued by the relevant Authority.

18 Terms of Easement for Noise, Vibration and Dust (whole of lot) numbered 18 in the plan

18.1 The Grantee and its Authorised Users may emit and allow the emission of noise, dust and vibration from the Lots Benefited as a result of the Building Works.

18.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) comply with the Building Approval and requirements of any Governmental Agencies when carrying out the Building Works;

(b) ensure all work is done properly;

(c) take reasonable steps to minimise disturbance to the Grantor or any occupier of the Lots Burdened; and

(d) make good any collateral damage.

18.3 The Grantee indemnifies the Grantor against any claim, action, damage, loss, liability, cost or expense which the Grantor incurs or is liable for in connection with, or arising from, any damage, loss, injury or death to or of any person or property on or near the Easement Site to the extent arising as a result of the Grantee (or its Authorised Persons) exercising its rights or performing its obligations under this Easement, except to the extent caused by the Grantor or its Authorised Persons.

18.4 The rights under this easement will cease to have effect upon a final occupation certificate for the final building being issued by the relevant Authority or a Principal Certifier.

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19 Terms for Easement for Access variable width (P) (limited in stratum) numbered 19 in the Plan

19.1 The Grantee and its Authorised Users may pass and repass across the Easement Site with or without vehicles to get to and from the Lot Benefited.

19.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

20 Terms for Easement for Accessible Access (Q) (limited in stratum) numbered 20 in the Plan

20.1 Each Grantee who requires accessible access and Authorised Users of the Grantee who require accessible access may pass and repass across the Easement Site on foot, with wheelchairs and other disabled access aids, and use the lift located in the Easement Site to get to and from the Lot Benefited.

20.2 In exercising the rights granted under this Easement, a Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it;

(c) make good any collateral damage; and

(d) not obstruct the use of the Lot Burdened.

21 Terms for Easement for Access variable width (R) (limited in stratum) numbered 21 in the Plan

21.1 The Grantee and its Authorised Users may:

(a) pass and repass across the Easement Site and use the Lift within the Easement Site for the purposes of:

(i) in the case of visitors of the Grantee, access to the Lot Benefited from the visitor car spaces located within Building, and

(ii) in the case of the Grantee and its Authorised Users, access to and from the Lot Benefited for the purposes of accessing the Building 5 Facilities under the Easement to Access and Use Facilities numbered 26 in the Plan; and

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

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened.

21.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition; and

(d) make good any collateral damage.

21.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Lift within the Building or the Easement Site.

21.4 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

21.5 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

22 Terms of Easement to Access and Use Facilities (S) (Limited in stratum) numbered 22 in the Plan

22.1 In this easement:

(a) **Building 3 Recreation Space** means the recreation space located within the Easement Site on Level 9 in Building 3.

(b) **Building 3** means the building located on Lot 3 in the Plan.

(c) **Building 5** means the Building located on Lot 5 in the Plan.

22.2 The Grantee and Authorised Users of Building 5 may enter, pass and re-pass over the Easement Site for the purpose of accessing and using the Building 3 Recreation Space subject to any rules reasonably determined by the Grantor from time to time.

22.3 In exercising the rights granted under this Easement, the Grantee and Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

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22.4 For the purposes of section 88BA of the *Conveyancing Act*, 1919, the Grantor and the Grantee covenant that:

(a) the Building 3 owner must undertake maintenance and repair of the Building 3 Recreation Space with the owner of Building 3 and Building 5 to share the costs as follows:

(i) Building 3 owner 20%;

(ii) Building 5 owner 80%;

(b) the Building 5 owner must pay the proportion under clause (a) above on demand by the Building 3 owner; and

(c) the Grantee and its Authorised Users must comply with any rules made by the Grantor from time to time in relation to use and enjoyment of the Building 3 Recreation Space.

22.5 If the Lot Burdened or the Lot Benefited are subdivided by Strata Plan, the burden or benefit of this Easement including the covenants under clause 22.4, attaches to the common property of the Strata Scheme created on subdivision of the relevant Lot Burdened or Lot Benefitted.

23 Terms of easement to access and use Facilities (T) (limited in stratum) numbered 23 in the Plan

23.1 In this easement:

(a) **Building 5 Facilities** means pet cleaning room, music room and bicycle repair workshop within the Easement Site located on Level 1 in Building 5.

(b) **Building 3** means the building located on Lot 3 in the Plan.

(c) **Building 5** means the Building located on Lot 5 in the Plan.

23.2 The Grantee and Authorised Users of Building 3 may enter, pass and re-pass over the Easement Site for the purpose of accessing and using the Building 5 Facilities subject to any rules reasonably determined by the Grantor from time to time.

23.3 In exercising the rights granted under this Easement, the Grantee and Authorised Users must:

(a) cause as little inconvenience as is practicable to an owner and any occupier of the Lots Burdened;

(b) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(c) make good any collateral damage.

23.4 For the purposes of section 88BA of the *Conveyancing Act*, the Grantor and the Grantee covenant that:

(a) the Building 5 owner must undertake maintenance and repair of the Building 5 Facilities with the owner of Building 3 and Building 5 to share the costs as follows:

(i) Building 3 owner 20%;

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(ii) Building 5 owner 80%;

(b) the Building 3 owner must pay the proportion under clause (a) above on demand by the Building 5 owner; and

(c) the Grantee and its Authorised Users must comply with any rules made by the Grantor from time to time in relation to use and enjoyment of the Building 5 Facilities.

23.5 If the Lot Burdened or the Lot Benefited are subdivided by Strata Plan, the burden or benefit of this Easement including the covenants under clause 23.4, attaches to the common property of the Strata Scheme created on subdivision of the relevant Lot burdened or Lot Benefitted.

24 Terms of Easement for Grease Arrestor Pump Out Purposes variable width (U) (limited in stratum) numbered 24 in the Plan

24.1 The Grantee and its Authorised Users may:

(a) pass and repass across Easement Site including with vehicles to access, install, use and maintain the Grease Arrestor Pump Out system located within the Easement Site (within the Loading Dock) and any Service Apparatus, subject to any applicable rules of operation of the Loading Dock reasonably determined by the Building Management Committee from time to time, and

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

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work necessary for the operation of the Grease Arrestor Pump Out system..

24.2 In exercising the rights granted under this Easement, the Grantee and its Authorised Users must:

(a) ensure that all work is done properly;

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened,

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it,

(d) restore the Lot Burdened as nearly as is practicable to its former condition, and

(e) make good any collateral damage.

25 Terms of Positive Covenant numbered 25 in the Plan

25.1 Unless the context otherwise requires **Prescribed Authority** means SOPA and any other Authority authorised by SOPA.

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25.2 Each Grantor:

(a) must properly maintain and keep all stairs, lighting and any associated infrastructure within the Easement Sites for the easements numbered 13 and 14 in the Plan in a state of good and serviceable repair; and

(b) agrees to be bound by the terms of this positive covenant in favour of the Prescribed Authority.

25.3 The rights and powers of the Prescribed Authority under this public positive covenant are in addition to and not in substitution for the rights and powers of the Prescribed Authority under Part 6 Division 4 of the Conveyancing Act, 1919.

25.4 This public positive covenant is made under section 88D of the Conveyancing Act, 1919.

Name of Authority empowered to release the positive covenant numbered 25 in the Plan

SOPA

26 Terms of Restriction on Use of Land numbered 26 in the Plan

26.1 In this restriction:

(a) **'Restricted Area'** means the area denoted "V" on the Plan; and

(b) **'Master Plan'** means Sydney Olympic Park Master Plan 2030.

26.2 No structures may be erected or maintained within the Restricted Area.

26.3 This restriction ceases to apply from the date being the earlier of :

(a) 10 years from the date of registration of the Plan; or

(b) the date the Master Plan is amended to allow development within the Restricted Area.

and from that date, this restriction is extinguished.

26.4 A Side Deed may include provisions in respect of the use of the Restricted Area.

26.5 The provisions of the Side Deed will apply to the extent of any inconsistency with the terms of this restriction.

Name of Authority empowered to release the restriction on use of land numbered 26 in the Plan

SOPA

27 Terms of Restriction on Use of Land numbered 27 in the Plan

27.1 In this restriction:

(a) **'Restricted Area'** means the area denoted "W" on the Plan; and

(b) **'Master Plan'** means Sydney Olympic Park Master Plan 2030.

27.2 No structures may be erected or maintained within the Restricted Area.

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27.3 This restriction ceases to apply from the date being the earlier of:

(a) 10 years from the date of registration of the Plan; or

(b) the date the Master Plan is amended to allow development within the Restricted Area.

and from that date, this restriction is extinguished.

27.4 A Side Deed may include provisions in respect of the use of the Restricted Area.

27.5 The provisions of the Side Deed will apply to the extent of any inconsistency with the terms of this restriction.

Name of Authority empowered to release the restriction on use of land numbered 26 in the Plan

SOPA

28 Definitions

In this Instrument, unless the context otherwise requires:

Act means the *Strata Schemes Development Act* 2015 (NSW) as amended or varied.

Authority means a government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council and (where relevant) a Principal Certifier.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

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

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

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

(c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument including members of the public.

Building means the mixed use building to be constructed on the Land.

Building Approval means approval SSD 7662 of the Minister for Planning as amended or varied.

Building Code of Australia has that meaning given to the term in the *Environment Planning and Assessment Act, 1979* as amended or varied

Building Management Committee means the Building Management Committee established under the Strata Management Statement.

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Building Works means the completion of the Building in accordance with the Building Approval.

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

Easement Site in relation to an Easement, means:

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

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

Grantee means:

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

(b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Land means the land the subject of this Plan.

Laws means the requirements of all statutes, rules, regulations, proclamations, ordinances and by-laws present or future.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Owners Corporation means an owners corporation created on registration of a Strata Plan.

Plan means the plan to which this Instrument relates.

Principal Certifier has that meaning given to the term in the *Environmental Planning and Assessment Act 1979*.

Residential Stratum Lots means lots 1, 2, 3 and 5 in the Plan.

Retail Services means any Service and associated Services Apparatus required for the operation of the Retail Stratum Lot.

Retail Stratum Lot means Lot 4 in the Plan.

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Service includes:

(a) the supply of water, gas, electricity, oil, and air conditioning;

(b) the provision of sewerage and drainage;

(c) telephone, television, radio impulses, signals or data transmission service or other transmission means;

(d) security systems;

(e) fire hydrant and sprinkler systems;

(f) irrigation systems;

(g) ventilation (mechanical or otherwise) system; and

(h) any other facility, supply or transmission.

Service Apparatus includes: any apparatus, plant, pipes, cables, tubes, wires, conduits, airconditioning condenser units, ducts, tracks, and risers required for a Service or in connection with a Service.

Side Deed means a deed between SOPA and the registered proprietor of a Lot Burdened.

SOPA means Sydney Olympic Park Authority ABN 68 010 941 405 and:

(a) any person appointed to replace or administer it or to carry out its functions; and

(b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Plan means a strata plan registered under the Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

29 Interpretation

29.1 In this Instrument:

(a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

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Req:R513936 /Doc:DP 1252952 B /Rev:16-Jan-2020 /NSW LRS /Pgs:ALL /Prt:22-Jan-2020 07:47 /Seq:26 of 28
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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

(b) the singular includes the plural and vice versa;

(c) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(d) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(f) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

29.2 Part or all of any provision of this instrument that is illegal or unenforceable may be severed from this instrument and the remaining provisions of this instrument continue in force.

30 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act*, 1919.

31 Easements and Compliance

The conditions, covenants and restrictions in this clause and in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

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

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

(c) to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

32 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the Easements in this instrument.

33 Obligations for Authorised Users

For each easement, positive covenant and restriction on use in this Instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

this Instrument when they exercise their rights or comply with their obligations under the Instrument.

34 Effect of the Strata Management Statement

34.1 This clause applies to each easement and restriction on use in this Instrument.

34.2 If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or its Authorised User, the rules must be consistent with the easement, covenant or restriction and any Strata Management Statement.

34.3 If a Strata Management Statement allocates responsibility for complying with obligations under an easement or restriction on use to a different person than that set out in the easement or restriction on use (e.g. the obligation is imposed on a Building Management Committee), or the Strata Management Statement imposes rules or conditions on the carrying out of works, repair or maintenance, the Strata Management Statement prevails to the extent of the inconsistency. The relevant Grantor or Grantee must use their reasonable endeavours to ensure that the relevant person complies with these obligations.

34.4 If a Strata Management Statement regulates the apportionment of costs in relation to an easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the easement and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

34.5 If a Strata Management Statement binds the Grantor or Grantee (or any person acting under the Grantor or Grantee) and that Strata Management Statement:

(a) imposes obligations on the Grantor or Grantee;

(b) confers rights on the Grantor or Grantee; or

(c) requires the Grantor or Grantee to do or refrain from doing something,

which are in addition to the rights, obligations or actions conferred, imposed or regulated by the easement, covenant or restriction, then the party bound by the Strata Management Statement has the benefit of those rights and the burden of those obligations in addition to the rights and obligations set out in the easement, covenant or restriction.

35 Authority to release, vary or modify

Each Easement in this Instrument may not be released, varied or modified without the prior approval of SOPA.

Signature of authorised officer
ME_158805181_15

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DP1252952

Plan of Subdivision of Lot 25 in DP1244955, Lot 33 in DP1249952 and Lot 34 in DP1249952 covered by Subdivision Certificate No. SUC049 and easement over Lot 61 in DP1191648

Executed for and on behalf of **Sydney Olympic Park Authority ABN 68 010 941 405** by an authorised officer, in the presence of:

Signature of witness

BENJAMIN WOODS
Name of witness in full

Signature of authorised officer, who by executing this document or otherwise, does not accept any liability in any capacity (personal or otherwise)

NICHOLAS HUBBLE
Name of authorised officer in full

EXECUTIVE DIRECTOR, COMMERCIAL
Capacity of authorised officer

Executed by **Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/~~other Director~~

Michelle Favelle

Name of Secretary/~~other Director~~ in full

Signature of Director

Adam Grant Hirst

Name of Director in full

Executed by **Mirvac BTR Sub Company B Pty Ltd ACN 627 445 470** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/~~other Director~~

Michelle Favelle

Name of Secretary/~~other Director~~ in full

Signature of Director

Adam Grant Hirst

Name of Director in full

REGISTERED 15.01.2020

Signature of authorised officer
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ePlan

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

Plan: SP101702

Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020 Dated 4/7/2020

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access to Rooftop (whole of lot)	Common Property	Sydney Olympic Park Authority
2	Easement for Security and Associated Services variable width (limited in stratum) (S)	Common Property	Sydney Olympic Park Authority
3	Easement for Telecommunication Services 3.63 wide (limited in stratum) (T)	Common Property	~~Lot 4 DP1292952~~ Lot 4 **DP1252952**
4	Easement for Maintenance Purposes Variable Width (M)	1, 2, 3, 4, 5, 6, 7, 8, 105,106,	Common Property
5	Restriction on the Use of Land	All lots	Common Property

Part 2 (Terms)

1 Terms of easement for access to rooftop (whole of lot) numbered 1 in the Plan

1.1 Subject to the conditions of this Easement, the Grantor grants the Grantee and its Authorised Persons the right to enter, pass and repass over the Lot Burdened:

(a) at all times;

(b) by foot and with or without equipment and tools; and

(c) by the most available route including through corridors and lifts,

for the purpose of exercising its rights and complying with its obligations in the Easement secondly referred to in this Instrument.

1.2 The Grantor acknowledges and agrees that access to the Lot Burdened may be regulated by security devices. The Grantor agrees to provide to the Grantee and its Authorised Persons with access to the security devices as necessary (at the Grantee's cost) to allow the Grantee

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No. I.3562 (Amended)

1968 APR 9 AM 10 26

R.P. 13A

Fees:—
Lodgment
Endorsement

$12.00

9/4/68

REGISTRAR GENERAL NEW SOUTH WALES

L827059

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NEW SOUTH WALES NO STAMP DUTY IS PAYABLE ON THIS INSTRUMENT STAMP DUTIES OFFICE

THE METROPOLITAN MEAT INDUSTRY BOARD

(herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ~~[illegible]~~ (which sum includes the consideration for an easement over other lands) ( ) (the receipt whereof is hereby acknowledged) paid to the said Board by

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

does do hereby transfer to

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES of 1 Castlereagh Street, Sydney

(herein called transferee)

ALL such ~~his~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Lands (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	CONCORD	PART	6129	216	LOT 1, D.P. 235215

6129/216

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

a If a less estate, strike out "in fee simple" and interpose the required alteration.

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

c The description may refer to the allotment existing of the land in a certificate of title or grant (e.g. "And being resultue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, A plan may not be annexed to or endorsed on this transfer form.

24435—W 9.65 X 16(5—2 v. c. m. GOVERNMENT PRINTER

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Ref:9114623 /Src:M

~~And the transferee covenant(s) with the transferor~~

Reserving full and free right unto the Transferor or other the person who is at any time entitled to an estate or interest in possession in the land comprised in the balance of the said Certificate of Title (6729-216) (herein called the "dominant tenement") or any part thereof to go return and pass on over and along the land shown as "PROPOSED R.O.W. 66 FT WIDE" and ~~Right of way proposed to be granted to the Metropolitan Meat Industry Board~~ on the said Deposited Plan 235225 at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement.

d Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

G930319 / J930060 Easement for electricity transmission lines.

e A very short note will suffice.

K 1113—2

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If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 102 (1) (i) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) *In any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipality or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) *In the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *In any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Homebush the 8th day of March 1968.

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

The Common Seal of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES was duly affixed hereto in the presence of—

acting J. Byrne

E. W. Carter.
Les Ellis
Transferor.*

ACCEPTED for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me ERIC MONYON HOLDEN, Manager & Secretary of the said Commission pursuant to Resolutions dated 5th December, 1957 and 2nd March 1961 and I hereby certify this Transfer to be correct for the purposes of the Real Property Act and I further certify that the said Resolutions have not been revoked or varied in any way.

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Powe of Attorney registered No. Miscellaneous Register under the authority of which he ha just executed the within transfer.

Signed at the day of 19

Signed in the presence of—

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

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

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L827059

No. L8565

Lodged by MORRIS HAYES & EDGAR
Law Stationers
Address 67 Castlereagh Street
Sydney BW 9262
Phone No. DB4.17

PARTIAL DISCHARGE OF MORTGAGE

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

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

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

Dated at this day of 19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1.
2.
3.
4.
5.
6.
7.

Received Docs.

Nos.

Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER Reserving a right of way affecting land shown as Proposed R.O.W. 66.5 wide on D.P. 235225
Checked by B.G.	Particulars entered in Register Book 2-7-1970
Passed (in S.D.B.) by	at 4 PM
Signed by	Registrar General

915

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

VOL. FOL.

K 1165—2

ePlan

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

Plan: SP101702

Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020 Dated 4/7/2020

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

---

and its Authorised Persons to exercise its rights and comply with its obligations in this Easement.

1.3 When exercising rights under this Easement, the Grantee and its Authorised Persons must:

(a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;

(b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;

(c) restore the Lot Burdened as nearly as is practicable to its former condition; and

(d) make good any collateral damage.

2 Terms of easement for security and associated services variable width (limited in stratum) (S) numbered 2 in the Plan

2.1 The Grantee and its Authorised Persons may:

(a) construct, install and utilise Security and Associated Services within the Easement Site;

(b) use the Lot Burdened to provide Security and Associated Services from the Easement Site including through existing pipes, conduits and other structures; and

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

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

2.2 In exercising any rights under this Easement, the Grantee and its Authorised Persons must:

(a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement and comply with the Grantor's reasonable directions including in relation to the time and manner of access;

(b) not place any Security Equipment or Security Services within the Easement Site that would affect the use and enjoyment of the Lot Burdened or result in the owner of the Lot Burdened being in breach of relevant Laws including the Building Code of Australia and the requirements of any Authority;

(c) ensure the operation of the Security and Associated Services does not include surveillance of any part of the Lot Burdened;

ePlan

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

Plan: SP101702

Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020 Dated 4/7/2020

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

(d) ensure any services including equipment and apparatus associated with the Security and Associated Services are discretely located within the Easement Site and, if visible from any other public space, must be suitably screened; and

(e) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened.

2.3 When they exercise their rights under this Easement, the Grantee and its Authorised Persons must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened; and

(c) cause as little damage as practicable to the Lot Burdened and any improvement on it; and

(d) make good any collateral damage; and

(e) not interfere with the structural integrity of the Lot Burdened or any building or infrastructure on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

2.4 The Grantee must maintain its own Security and Associated Services.

3 Terms for Easement for Telecommunication Services 3.63 wide (limited in stratum) (T) numbered 3 in the Plan

3.1 In this easement, "**services**" means the telecommunication services including wires, conduits, apparatus including satellite dish/antennae, plant, pipes, cables, tubes.

3.2 Subject to **clause 3.4**, the Grantee and its Authorised Persons may:

(a) provide services through the Lot Burdened, but only within the Easement Site;

(b) install a satellite dish or antennae on the roof of the lot burdened, but only within the Easement Site; and

(c) 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, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

3.3 In exercising those powers, the Grantee and its Authorised Persons must:

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

Plan: SP101702	**Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020** Dated 4/7/2020
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

(a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement and comply with the Grantor's reasonable directions including in relation to the time and manner of access;

(b) not place any services or any satellite dish or antennae within the Easement Site that would affect the use and enjoyment of the Lot Burdened or result in the owner of the Lot Burdened being in breach of relevant Laws including the Building Code of Australia and the requirements of any Authority;

(c) ensure all work is done properly;

(d) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(e) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(f) restore the Lot Burdened as nearly as is practicable to its former condition; and

(g) make good any collateral damage.

3.4 Any services including equipment and apparatus associated with the services must be discretely located within the Easement Site and, if visible from any other public space, must be suitably screened.

4 Terms for Easement for Maintenance Purposes Variable Width (M) numbered 4 in the Plan

4.1 The Owners Corporation may:

(a) with prior reasonable notice given to the owner or occupier of a Lot Burdened, use the Easement Site for the purpose of carrying out necessary work on the common property including maintenance and repair of the building facade, landscaping and boundary fences which cannot otherwise reasonably be carried out; and

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

(i) entering into the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out necessary works.

4.2 In exercising the rights under **clause 4.1**, the Owners Corporation must:

(a) ensure that all work on the common property is done properly and carried out as quickly as is practicable;

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

Plan: SP101702	**Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020** Dated 4/7/2020
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(d) restore the Lot Burdened as nearly as is practicable to is former condition; and

(e) make good any collateral damage.

5 Terms of Restriction on Use numbered 5 in the Plan.

5.1 No Car Space may be used by persons other than an occupant of an Apartment or a visitor of an occupant of an Apartment.

5.2 No Storage Cage may be used by persons other than an occupant of an Apartment.

5.3 An owner, occupant, tenant, lessee or registered proprietor of a Lot Burdened must not enter into an agreement to lease or licence of a Car Space or Storage Cage to a person other than an owner, occupant, tenant, lessee or resident of an Apartment or transfer ownership of a Car Space or Storage Space to a person other than an owner of an Apartment.

Name of Authority whose consent is required to release, vary or modify restriction numbered 5 in the Plan is Sydney Olympic Park Authority.

6 Definitions

In this Instrument, unless the context otherwise requires:

Apartment means the part of a lot in:

(a) the Strata Scheme; or

(b) SP100778,

that is used for residential accommodation.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means:

(a) any person authorised by the Grantee and includes the Grantee's tenants, employees, agents, contractors, licensees and invitees; and

(b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Car Space means that part of a lot in the Strata Scheme used for car parking, exclusive of service vehicle and visitor car spaces.

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

Plan: SP101702	**Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020** Dated 4/7/2020
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

Easement Site in relation to an Easement, means:

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

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

Grantee means:

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

(b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of the Easement.

Owners Corporation means the owners corporation for the Strata Scheme and includes any contractor or authorised person of the Owners Corporation.

Plan means the plan to which this Instrument relates.

Security and Associated Services means security equipment of any kind used in connection with the security of Sydney Olympic Park.

Storage Cage means that part of a lot in the Strata Scheme that is designated for storage.

Strata Scheme means the strata scheme created on registration of the Plan.

7 Interpretation

7.1 In this Instrument:

(a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(b) the singular includes the plural and vice versa;

(c) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;

(d) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

ePlan

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

Plan: SP101702	**Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020** Dated 4/7/2020
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

(f) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

7.2 Part or all of any provision of this instrument that is illegal or unenforceable may be severed from this instrument and the remaining provisions of this instrument continue in force.

8 Release

8.1 The Grantee and its Authorised Users enter upon the Lots Burdened at their own risk and release the Grantor from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lots Burdened under the terms of this easement except to the extent caused by the Grantor or its Authorised Persons.

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ePlan

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

Plan:

SP101702

Plan of Subdivision of Lot 2 in DP1252952 covered by Strata Certificate No. 193/2020 Dated 4/7/2020

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of Level 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

Executed for and on behalf of
Sydney Olympic Park Authority
ABN 68 010 941 405 by an authorised officer, in the presence of:

Signature of witness

BENJAMIN WOODS
Name of witness in full

Signature of authorised officer, who by executing this deed or otherwise, does not accept any liability in any capacity (personal or otherwise)

NICHOLAS HUBBLE
Name of authorised officer in full

EXECUTIVE DIRECTOR, COMMERCIAL
Capacity of authorised officer

REGISTERED 9/07/2020

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Office Use Only	Office Use Only
Registered: 9/07/2020	SP101702

Instrument setting out the details of by-laws to be created upon registration of a strata plan

"Pavilions"

Building 2 Scarlett

Approved Form 7	Strata Plan By-laws	Sheet 2 of 58 sheet(s)

SP101702

Annexure "A"

1 Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

Accessible Spaces Car Spaces designed to be used by persons with impaired mobility;

Act the *Strata Schemes Management Act 2015*;

Air Conditioning System the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units but excluding the Condenser Units and any associated meters;

Architectural Code means the architectural and landscape code set out in **schedule 1**;

Authority any government or semi government authority or instrumentality, statutory or judicial authority, including Council;

Balcony that part of a Lot which is noted as "B" on the Strata Plan;

Balcony Membrane that part of the Building being the waterproofing membrane attached to the slab of the Balcony forming part of a Lot;

Building the building erected on the Parcel known as Building 2 Scarlett;

Building Management Committee the committee appointed under the Strata Management Statement;

Building Manager has the meaning given to that term in the Strata Management Statement;

Building Works means:

(a) any works or alterations that will affect Common Property or another Lot (including any temporary shut down of Services required to carry out building works or alterations);

(b) any works which affect the external appearance of a Lot or the Strata Scheme;

(c) changes to the external colour of materials of a Lot or the Strata Scheme (including those on the balcony or courtyard of a Lot);

(d) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or the Strata Scheme;

(e) the installation of a sign, placard or banner; and

(f) the erection of any new structures in a Lot or the Strata Scheme;

by-laws these by-laws;

Car Share Space the car share spaces noted as "CSH" on the Strata Plan which are a Shared Facility;

Car Space means that part of a Lot designated as a car parking space;

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Car Wash Bay means that part of the Common Property noted on the Strata Plan as "CWB";

Common Property so much of the Parcel as from time to time is not comprised in any Lot;

Common Property Rights By-law means by-laws granting Owners exclusive use and special privileges of Common Property according to the Act.

Condenser Units the air conditioning condenser units located within a Lot or on the Common Property;

Contractor Mirvac Projects Pty Limited ABN 72 001 069 245 and includes any transferee and assignee;

Cosmetic Work has that meaning in the Act;

Council the City of Parramatta Council or its successor;

Courtyard that part of a Lot which is noted as "CY" on the Strata Plan;

Development Consent means the consent SSD7662 issued by the Minister for Planning, as amended or substituted from time to time;

Emergency Evacuation Plan means the emergency evacuation plan prepared by the Contractor and provided to the Owners Corporation, as amended from time to time;

Excluded Dog:

(a) pit bull terrier;

(b) an American pit bull terrier;

(c) a dogo argentino;

(d) a fila brasileiro;

(e) a Japanese tosa;

(f) any other outcross

(g) any dog prohibited from importation into Australia by the Commonwealth government;

(h) any dog exceeding 14kg in weight; and

(i) an unregistered or dangerous dog under the Companion Animals Act 1998;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

(a) monitors or signals the incidence of smoke, heat or fire within the Parcel;

(b) provides lighting in the case of smoke, heat or fire within the Parcel;

(c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);

(d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or

(e) is required by Law for fire safety or that otherwise improves fire safety;

Garbage Room the garbage rooms located in the basement of the Building;

Garbage Holding Area that part of the Common Property located in the basement of the Building which is a Shared Facility;

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Government Agency any governmental, semi-government, statutory, public or other Authority having jurisdiction over the Parcel;

Landscape Podium means that part of the Common Property located on level 1 which is a Shared Facility and includes the BBQ facilities;

Landscape Works means the installation of new landscaping or the alteration of existing landscaping;

Law includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

(b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent Authority;

Loading Area the loading area on that part of the Common Property located on the ground floor of the Building which is a Shared Facility;

Lot a lot (as defined in the Act) in the Strata Scheme;

Master Plan means the Sydney Olympic Park Master Plan 2030 and the Draft Sydney Olympic Master Plan 2030 (2016 Review) prepared by SOPA and adopted by the Minister for Planning in May 2002;

Minor Renovations has the meaning in the Act;

Noise Control Regulation means *Protection of the Environment Operations (Noise Control) Regulation 2008*;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

(a) except as provided in paragraph (b), a person for the time being recorded on the register as entitled to an estate in that Lot; or

(b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with section 178 of the Act;

Owners Corporation the owners corporation for the Strata Scheme;

Parcel the land comprised in the Strata Scheme being Lot 2 in DP1252952;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;

Restriction on Use means the restriction on use burdening the Strata Scheme numbered 5 in the Strata Plan Instrument;

Rules the rules made under these by-laws;

Screens any fly screens or other external screen or door which is attached to windows or doors;

Security Key a key, magnetic or other device used to:

(a) open and close gates, doors or locks on the Common Property; or

(b) operate alarms, security systems or communications systems; or

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(c) operate any equipment or system if applicable;

Services include:

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) transmission by telephone, radio, television, satellite or other means;

(d) the provision of security systems; and

(e) any other facility, supply or transmission;

Shared Facility has that meaning given to the term in the Strata Management Statement;

SOPA means Sydney Olympic Park Authority Act 2001 (New South Wales) as amended ABN 68 010 941 405:

(a) any person appointed to replace or administer it or to carry out its functions; and

(b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it;

Strata Committee the Strata Committee of the Owners Corporation elected in accordance with the Act;

Storage Area that part of a Lot which is noted as "S" or "ST" on the Strata Plan;

Strata Management Statement the strata management statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan the strata plan registered with these by-laws;

Strata Plan Instrument the strata plan instrument registered with the Strata Plan;

Strata Scheme the strata scheme constituted on registration of the Strata Plan;

Stratum Plan deposited plan 1252952;

Substitute Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if its Representative cannot attend;

Sydney Olympic Park has the meaning it has in the SOPA Act;

TMV the Thermostatic "Thermostatic Mixing Valve" being a hydraulic device installed within the Lot used to limit the temperature of hot water to a safer temperature;

Visitor Bicycle Parking the bicycle parking located on the Common Property which is a Shared Facility;

Visitor Motorcycle Parking means the motorcycle parking located on the Common Property which is a Shared Facility; and

WRAMS the Water Reclamation and Management Scheme providing recycled water supply to various facilities within the Sydney Olympic Park and Newington which involves the collection, filtration and treatment of sewerage and stormwater for re-use in

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irrigation and non-drinking water such as toilet flushing, washing down, construction, fire-fighting, ornamental water features, washing machines and cooling towers.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

(a) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(b) the singular includes the plural and vice versa;

(c) any gender includes all other genders;

(d) a person includes a corporation, partnership, joint venture, association, Authority, trust, state or government and vice versa; and

(e) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

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

1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

2 Laws and Instruments

Binding Nature

2.1 These by-laws set out the rules of the Strata Scheme and bind:

(a) Owners;

(b) Occupiers;

(c) the Owners Corporation;

(d) Permitted Persons; and

(e) mortgagees in possession of a Lot.

Strata Management Statement

2.2 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.

2.3 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.

2.4 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.

2.5 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.

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2.6 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Building Management Committee

2.7 The Owners Corporation is a member of the Building Management Committee.

2.8 The Strata Committee may:

(a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the Strata Committee;

(b) terminate the appointment of a Representative or Substitute Representative at any time within the definitions of Representative and Substitute Representative.

Complying with the Architectural Code

2.9 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Code including when carrying out any works to a Lot or the Common Property.

Rules

2.10 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.

2.11 The Rules must be consistent with these by-laws.

2.12 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.

2.13 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.

2.14 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By-Laws

2.15 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

2.16 Each Owner must provide an Occupier with a copy of the By-Laws.

Compliance with Laws

2.17 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

2.18 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

2.19 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

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Non-compliance

2.20 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

(a) the Owners Corporation may enforce a by-law by legal means;

(b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;

(c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:

(i) give the Owners Corporation or persons authorised by it access to the Lot; and

(ii) pay the Owners Corporation for its costs of doing the work;

(d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and

(e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

2.21 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

Strata Manager

2.22 When appointing a Strata Manager, the Owners Corporations may (but is not obliged to) appoint the administration manager or strata manager (as applicable) appointed by the Building Management Committee.

Owners Corporation Consent

2.23 A person must make any application for the consent of the Owners Corporation under these by-laws in writing.

2.24 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:

(a) give consent conditionally or unconditionally; or

(b) withhold its consent.

2.25 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

2.26 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:

(a) the Owners Corporation at a general meeting; or

(b) the Strata Committee at an Strata Committee meeting.

2.27 The Owners Corporation must give any consent required under these by-laws in writing.

2.28 The Owners Corporation may delegate any function or consent to the Strata Committee as is permitted under Law to be delegated to the Strata Committee.

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3 Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

3.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

3.2 An Owner or Occupier must not:

(a) obstruct lawful use of Common Property; or

(b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

3.3 An Owner or Occupier must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation may designate from time to time.

3.4 An Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

Children

3.5 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property and on any balconies which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

3.6 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

3.7 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.

3.8 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

3.9 Provided the Owner of the relevant Lot complies with by-law 3.8, it will not be in breach of by-law 3.7 with respect to any increase in premium arising out of the use of its Lot.

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4 Common Property and Shared Facilities

Common Property and Shared Facilities

4.1 Some items of Common Property are Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

Obligations of Owners and Occupiers

4.2 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

(a) leave anything on Common Property;

(b) obstruct the use of Common Property;

(c) use any part of Common Property for the Owner's or Occupier's own purposes;

(d) erect any structure on Common Property;

(e) attach any item to Common Property;

(f) do or permit anything to be done to Common Property which might cause damage; or

(g) alter Common Property.

4.3 By-law 16 applies to the carrying out of Building Works or alterations and may apply to paragraphs (d), (e), or (g) of by-law 4.2.

4.4 An Owner or Occupier must:

(a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;

(b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and

(c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.5 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

4.6 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

(a) promptly notify the Owners Corporation of the damage caused; and

(b) compensate the Owners Corporation accordingly.

Building Maintenance

4.7 The Owners Corporation must:

(a) adopt and carry out the Building Maintenance Program; and

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(b) have the Building Maintenance Program reviewed annually or as prescribed by the Act by a suitably qualified or licensed person.

Safety

4.8 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

4.9 The Owners Corporation must:

(a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;

(b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and

(c) provide a copy of the annual fire safety statement referred to in by-law 4.9to Council.

Owners Corporation Access

4.10 In accordance with the Strata Legislation, the Owners Corporation may enter a Lot to operate, inspect, test, treat, use, maintain or replace Common Property. On the giving of prior notice, Owners and Occupiers may be required to provide access to that part of a Lot comprising a storage space for the purpose of inspecting, testing and maintaining any Services and infrastructure located within the Common Property.

Building Management Committee Access

4.11 The Owners Corporation authorises the Building Management Committee to exercise its right to enter a Lot in accordance with the Strata Management Statement, to operate, inspect, test, treat, use, maintain or replace a Shared Facility located in a Lot or to access a Shared Facility through a Lot if no alternative access is available.

5 External Appearance

General

5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

5.2 To ensure the architectural integrity of the Building, window coverings including internal louvers, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour.

5.3 An Owner or Occupier is not permitted of affix window blinds to window frames, any fixing must be to the ceiling.

Hanging of Washing & Other Items

5.4 An Owner or Occupier must not hang any washing, bedding, towels, swimwear, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Courtyard of a Lot.

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Screens

5.5 An Owner or Occupier must not install Screens to an entry door to a Lot.

5.6 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is consistent with any requirements of the Architectural Code. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

5.7 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency including electrical signs or lights.

6 Floor Coverings

Noise

6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

6.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to install a floor finish within an Owner's Lot the weighted standardised impact sound pressure level of an installed floor system shall be less than or equal to 50 $L_{NT,W}$ as measured in accordance with ISO 16283-2:2018 and rated in accordance with ISO 717.2:2013 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

Consent

6.3 An Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.2.

Certificate

6.5 Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has inspected and tested the floor finish as installed to ensure that the installation and

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resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 6.4. If such a certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

6.6 The Owners Corporation may at any stage conduct further inspections and testing of the floor finish (at the expense of the Owners Corporation) to ensure continued compliance with by-law 6.2.

6.7 If the results of the further inspections and testing carried out by the Owners Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owners Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owners Corporation's request.

6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owners Corporation's request, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

Furniture

6.9 Where a floor finish has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

7 Lights

7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.

7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within the Balconies and Courtyards of Lots (whether or not the lights are within Common Property) including for all wall mounted lights on the balconies of Lots.

8 Storage Areas and Parking

Storage Areas

8.1 An Owner or Occupier must ensure that items stored in Storage Areas:

(a) are raised above floor level;

(b) are stored away from the boundaries of the Storage Areas as the boundary of some Storage Areas may be subject to subterranean moisture; and

(c) provide a minimum 500mm clearance, or a distance nominated by the Owners Corporation from time to time, to any sprinkler pipe or sprinkler head which runs through or is positioned in any Storage Area.

8.2 An Owner or Occupier must:

(a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;

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(b) not, store any items on top of or above the Storage Area of Lot;

(c) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;

(d) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;

(e) ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;

(f) comply with all Laws relating to the storage of items in the Storage Area;

(g) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and

(h) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinklers located in the Storage Area).

8.3 The Owners and Occupiers and the Owners Corporation must comply with the Restriction on Use.

Car Spaces

8.4 Any part of a Lot designated for use for parking of vehicles must not be used by an Owner or Occupier for any other purpose without the prior approval of the Owners Corporation and must not be used for the storage of goods or waste products.

8.5 A Lot or any part of a Lot designated for use for parking of vehicles must be maintained free of obstruction.

8.6 No Car Spaces are to be utilised for the washing or servicing of cars or vehicles.

8.7 The Owners and Occupiers and the Owners Corporation must comply with the Restriction on Use.

Parking on Common Property

8.8 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9 Keeping of Animals

Permitted Animals

9.1 An Owner or Occupier may keep without the consent of the Owners Corporation:

(a) fish in an enclosed aquarium;

(b) 1 caged bird;

(c) 1 dog (other than an Excluded Dog) provided that dog is desexed; or

(d) 1 cat, provided that cat is desexed.

Consent

9.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

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(a) any other type of animal; or

(b) more than 1 dog (other than an Excluded Dog), 1 caged bird or 1 cat at the same time.

Rules

9.3 If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

(a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;

(b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;

(c) must, when on any other part of the Building, keep the animal appropriately tethered and under control;

(d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:

(1) any noise which is disturbing to an extent which is unreasonable; and

(2) for damage to or loss of property or injury to any person caused by the animal; and

(e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel (including all animal waste).

9.4 This by-law:

(a) applies to any Permitted Person; and

(b) does not permit the keeping of an Excluded Dog; but

(c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

9.5 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.

9.6 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 9.5, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

10 Cleaning

Cleaning and Maintenance of Lot

10.1 Each Owner and Occupier must keep their Lot:

(a) clean and tidy;

(b) free from rubbish; and

(c) in good repair and condition.

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10.2 When cleaning any part of their Lot, each Owner and Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the Balcony or Courtyard of the Lot or into another Lot.

Windows and Doors

10.3 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies, Courtyards and Gardens

10.4 An Owner or Occupier must keep all Balconies and Courtyards within a Lot clean, tidy and well maintained.

10.5 Any damage to the Balcony Membrane or Courtyard Membrane is the responsibility of the Owner or Occupier.

10.6 Balconies and Courtyards of a Lot must not be:

(a) used for the storage of goods or equipment (including sporting equipment); or

(b) enclosed in any way.

10.7 Upholstered furniture must not be placed within a Balcony or Courtyard of a Lot.

10.8 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

(a) properly maintain the soil in the planter boxes and any pots located in the planter boxes;

(b) only use the planter boxes and pots provided and not remove, replace, modify or damage any planter boxes or any pots located within the planter boxes;

(c) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and

(d) only have plants no more than 500mm high on balconies.

10.9 Any damage to the planter box membrane is the responsibility of the Owner or Occupier.

11 Moving Goods and Furniture

Notice

11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation and the Owner or Occupier has consulted with the Building Manager.

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Loading

11.2 All loading and unloading of furniture or large objects must be conducted wholly within the Parcel.

11.3 Loading and unloading of furniture or large objects is not permitted through the residential lobby areas of the Building and must be loaded and unloaded from the Loading Area in accordance with the Strata Management Statement.

11.4 Loading and unloading of furniture and large objects from vehicles parked kerbside or any appurtenant driveway is not permitted.

Owners Corporation may determine

11.5 The Owners Corporation and Strata Committee may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

11.6 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.

11.7 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.

Use of Lifts

11.8 The Owners Corporation must determine the lift to be used for the moving of furniture or large objects to a Lot.

11.9 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.6.

12 Garbage Disposal

Depositing waste and other material on Common Property

12.1 Subject to this by-law 12 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

General

12.2 Garbage disposal is to be in accordance with the Owners Corporation Manual.

12.3 The buildings include dual purpose garbage chutes for Owners or Occupiers to place:

(a) garbage and waste (other than animal waste); and

(b) recyclable material.

12.4 The Owners Corporation must arrange for waste, garbage and recyclable materials from the garbage rooms to be placed in the Garbage Holding Area for collection by Council.

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12.5 An Owner or Occupier must place large or bulky items in the bulky goods storage room

12.6 The Owners Corporation must arrange for bulky or heavy goods, placed in the bulky goods storage room to be collected by Council.

Owner and Occupier obligations

12.7 A Owner or Occupier must:

(a) comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;

(b) ensure that the dual purpose garbage chute is used in accordance with the Owners Corporation instructions

(c) ensure that garbage and waste (other than recyclable materials) are drained and securely wrapped before being placed in a garbage chute;

(d) ensure that recyclable materials are cleaned and emptied, but not bagged, before being placed in a garbage bin allocated for recyclable materials or garbage chute;

(e) ensure that no shrink wrapping, flammable materials or toxic or other hazardous materials are disposed of in the garbage chutes;

(f) ensure that bottles are drained and cleaned and not broken before placing them in the garbage chute in accordance with the applicable guidelines; and

(g) ensure that no large items are placed in a garbage chute that might cause a blockage (including cardboard boxes or packing material);

(h) ensure that no animal waste is placed in the garbage chute;

(i) ensure that no garbage, trade waste or recyclable material is placed outside the Building at any time;

(j) flatten cartons or boxes before placing on the designated stack area in the designated areas; and

(k) contact the Building Manager, or if there is no Building Manager, the Strata Manager to arrange (at the cost of the Owner or Occupier) removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous.

Cleaning up spills

12.8 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

12.9 An Owner or Occupier must immediately clean up any spillage of oil or other material in a Car Space which is caused by that Owner or Occupier.

12.10 If an Owner or Occupier does not comply with by-law 12.8, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

13 Provision of Amenities or Services

13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or Services to one or more of the Lots, or to the Owners or Occupiers including:

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply;

(d) telecommunication services;

(e) landscaping and gardening;

(f) lift maintenance;

(g) general cleaning; and

(h) security services.

13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

14 Manager

Types of Agreements

14.1 The Owners Corporation may in addition to any arrangement under by-law 13, determine to enter into an agreement with a suitably qualified or licensed person under which that person may be responsible to:

(a) carry out caretaking functions;

(b) monitor and provide a security presence;

(c) provide access and assistance to any Owner, Occupier and Permitted Person;

(d) coordinate and oversee the general building duties such as move-in/ move outs cleaning and maintenance of the Common Property;

(e) coordinate and manage collection of garbage and recyclable materials; and

(f) carry out any other duties that the Owners Corporation may decide are appropriate.

Terms of Agreements

14.2 The Owners Corporation must accept and comply with the terms of any agreement with a manager entered into by the Contractor for the purposes of the Scheme prior to the creation of the Scheme, provided that any such agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.

14.3 An agreement of the kind referred to in this by-law:

(a) may be for a term of any duration considered by the Owners Corporation to be reasonable but in any event must comply with the Act and will not exceed ten years;

(b) include provisions for the duties of the manager (including those duties listed in by-law 14.1);

(c) will be on market terms and include provisions for the remuneration of the on-site manager; and

(d) may grant exclusive possession by way of lease, licence or other right over all or part of the Common Property and any personal property vested in the Owners

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Corporation to enable the person to perform his or her duties in accordance with part 4A of the Act.

14.4 The agreement may require the provision of an on-site manager on a full time or part time basis as determined by the Owners Corporation.

15 Storage of Bicycles and Motorcycles

Rules

15.1 An Owner or Occupier must not:

(a) permit any bicycle to be stored on the Common Property, other than in a Storage Area or any other area as may be designated by the Owners Corporation from time to time as a bicycle storage area;

(b) permit any motorcycle to be parked in the Visitor Motorcycle Parking or stored on the Common Property, other than in an area as may be designated by the Owners Corporation from time to time as a motorcycle parking area;

(c) permit any motorcycle or bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony or other parts of the Common Property (other than in a Storage Area or any other area designated under by-law 15.1(a) and by-law 15.1(b)); and

(d) store their bicycle in the Visitor Bicycle Parking spaces.

Shared Facility

15.2 The Visitor Bicycle Parking and Visitor Motorcycle Parking spaces are a Shared Facility.

15.3 The Building Management Committee may make rules in relation to the Visitor Bicycle Parking spaces and Visitor Motorcycle Parking.

16 Building Works & Alterations

Consents

16.1 Subject to this by-law 16, an Owner or Occupier must:

(a) obtain the consent of the Strata Committee for Minor Renovations;

(b) obtain the consent of the Owners Corporation to carry out Building Works.

16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of:

(a) the Council or any other Government Agency (if required); and

(b) the Building Management Committee (if required).

16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.

16.4 Consent of the Owners Corporation is not required for the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.

16.5 Consent of the Owners Corporation to the carrying out of Building Works will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

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Notice to Owners Corporation

16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any Building Works or alterations. This applies whether or not consent of the Owners Corporation is required.

16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated time period for the carrying out of the proposed alterations or building works;

(b) the nature and extent of the proposed alterations or building works; and

(c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

16.8 During the carrying out of any Building Works an Owner must:

(a) comply with the construction guidelines in the Architectural Code;

(b) ensure no damage is caused to Services or pipes within the Building;

(c) ensure no damage to any Shared Facilities;

(d) take all reasonable precautions to ensure that no damage is caused to the Common Property;

(e) use protective cloths or sheets to protect the walls, ceilings and floors of any lift cars used in the carrying out of any building works;

(f) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;

(g) repair any damage caused to the Common Property as a result of the building works or alterations;

(h) carry out the building works or alterations in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the Building or any part of the Building;

(i) ensure the building works and alterations are carried out by suitably qualified (and if appropriate, licensed) persons;

(j) carry out the building works or alterations promptly;

(k) provide permanent access to all maintainable or annual fire certifiable plant and equipment as required by the Building Code of Australia;

(l) comply with all reasonable requirements of the Owners Corporation or Building Management Committee (as the case may be); and

(m) ensure that the building works or alterations are carried out within working hours generally imposed by Council

Structural Support

16.9 An Owner or Occupier (other than the Contractor), must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the

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Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration in accordance with by-law 16.1. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

Works Method Statement

16.10 Prior to carrying out any building works or alterations, an Owner or Occupier:

(a) must ensure that a work method statement is prepared by a suitably qualified or licensed person to ensure that a safe work environment and method are enforced; and

(b) provide the Owners Corporation with a copy of the works method statement.

Audio or Audio Visual Equipment

16.11 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.

16.12 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

Strata Management Statement

16.13 The approval of the Owners Corporation to the carrying out of building works and alterations under this by-law 16 is in addition to any approval of the Building Management Committee required under the Strata Management Statement.

Contractor's Rights

16.14 Nothing in this by-law 16 imposes an obligation on the Contractor to:

(a) obtain consent of the Owners Corporation under by-law 16;

(b) serve notice on the Owners Corporation under by-law 16; and

(c) prepare a work method statement under by-law 16.

17 Security Keys

Security

17.1 The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:

(a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or

(b) otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

Restricted Access

17.2 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

17.3 The Owners Corporation must make Security Keys available to:

(a) Owners;

(b) persons authorised by the Owners Corporation; and

(c) persons authorised by the Building Management Committee.

Fees

17.4 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

17.5 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Security Keys

17.6 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;

(b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;

(c) use reasonable endeavours to ensure the Security Key remains within that person's control;

(d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and

(e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

18 Owners Corporation may carry out work

Owners Corporation rights

18.1 The Owners Corporation may do anything on or in a Lot:

(a) which should have been done under these by-laws but has not been done or has not been done properly;

(b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or

(c) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).

18.2 If by-law 18.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

(a) enter and remain on the Lot for as long as is necessary; and

(b) recover any costs associated with carrying out works under these by-laws from the Owner.

18.3 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death

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of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

18.4 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

(a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and

(b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

18.5 By-law 18.4 is in addition to the powers of the Owners Corporation under the Act.

19 Use of Lot

Residential Use

19.1 Subject to by-law 19.2, Owners and Occupiers must only permit Lots to be used in accordance with the following:

(a) Lots may be used as permanent residential accommodation including under leases subject to the *Residential Tenancies Act 2010* (NSW). Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;

(b) no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets;

(c) use of rooms for sleeping accommodation, other than rooms designated in the Development Consent as bedrooms, is prohibited;

(d) bedrooms must not be further divided, screened or partitioned in any way;

(e) the total number of adults residing in a Lot must not exceed twice the number of approved bedrooms; and

(f) Owners, Occupiers or the Owners Corporation must not advertise or permit an agent or Building Manager to advertise a Lot for short term accommodation or share accommodation.

19.2 By-law 19.1 does not apply to Lot 234 for so long as Lot 234 is owned by a disability accommodation provider and Owners, Occupiers and the Owners Corporation acknowledge that Lot 234 will be used by employees and contractors of disability accommodation providers, from time to time, to allow the provision of assisted living services to occupiers of a lot or lots owned by disability accommodation providers, from time to time.

19.3 Home occupation, if permitted under the zoning, is prohibited by this by-law.

Leasing of Lots

19.4 Owners must ensure that:

(a) the letting of any lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW);

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(b) any residential lease is for a period of at least 6 months;

(c) any leasing agent is made aware of the restrictions on use imposed under this by-law 19.4~~19.3~~;

(d) all reasonable endeavours are taken to ensure compliance with this by-law 19.4~~19.3~~; and

(e) that a copy of these by-laws, as registered is attached to any residential lease entered into in accordance with the requirements of the *Residential Tenancies Act 2010* (NSW).

Change in Use

19.5 An Occupier 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).

19.6 Nothing in this by-law authorises any Owner or Occupier to change the use of their Lot. Any change in use of a Lot must comply with all laws applicable to that use including the applicable zoning and the requirements for Council consent. If Council consent is required for the proposed change in use, the Owner or Occupier must provide a copy of that consent to the Owners Corporation.

19.7 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within seven days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

Rules

20.1 An Owner or Occupier must not:

(a) interfere with or damage any Fire Safety Device; or

(b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

20.2 An Owner or Occupier must:

(a) only install fire locks within a Lot;

(b) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke alarms within a Lot;

(c) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;

(d) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;

(e) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and

(f) subject to receiving notice under by-law 20.2(e) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

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Smoke detectors

20.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke or heat detectors within that person's Lot in good and serviceable order.

Owners Corporation

20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20.2(f). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.

20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 18.

21 ESD Initiatives and TMV's and WRAMS

Owners Corporation Manual

21.1 Ecological sustainable development initiatives including rainwater harvesting, stormwater filteration, general waste management and waste minimisation principles are set out in the Owners Corporation Manual.

21.2 The Owners Corporation must ensure that all contractors engaged by the Owners Corporation are directed to the Owners Corporation Manual so that all contractors are aware of the procedures relating to ESD initiatives in carrying out work on the Parcel.

TMV

21.3 Owners and Occupiers are responsible for the repair, maintenance and replacement of the TMV located under the laundry tub within a Lot.

21.4 Repair and maintenance of TMV's must be carried out in accordance with the manufacturer's requirements.

WRAMS

21.5 The Owners Corporation is responsible for the repair, maintenance and replacement of the WRAMS System installed in the Common Property for the use of the Building.

21.6 Owners and Occupiers are responsible for the repair, maintenance and replacement of the WRAMS fittings and pipes located within that Owner's or Occupier's Lot.

21.7 In accordance with the Development Consent, Owners and Occupiers are not permitted to disconnect the WRAMS connected to the toilets and laundries within Lots.

22 Balconies and balustrades

22.1 Owners and Occupiers must comply with the provisions of the Architectural Code in respect of outdoor furniture and landscaping.

22.2 An Owner or Occupier must not place items on balconies:

(a) which may be capable of falling or being blown by wind off the Balcony; or

(b) in a manner which might create a safety or fire hazard.

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22.3 Owners and Occupiers are required to:

(a) remove all light furniture from the Balcony that could be moved and used as a climbing aid by a child;

(b) ensure that no other element is constructed or placed against the inside face of the balustrade glass that can be used by a child to gain a foothold; and

(c) ensure that the Balcony door is kept locked at all times that the Balcony is not being used with the key placed in a position that cannot be accessed by a child.

23 Barbeques

Rights

23.1 An Owner or Occupier may store and operate a portable barbeque on the Balcony of a Lot if:

(a) it is a type permitted under this by-law 23;

(b) it will not or is not likely to cause damage;

(c) it is not or is not likely to become dangerous;

(d) the Owner or Occupier keeps it covered when it is not in operation;

(e) the Owner or Occupier keeps it clean and tidy; and

(f) the Owner or Occupier complies with this by-law 23.

Types of portable barbeques

23.2 The types of portable barbeques permitted are a covered gas or electric portable barbeque. Solid fuel burning barbeques are prohibited.

Operating a portable barbeque

23.3 An Owner or Occupier may only operate a portable barbeque during the hours of 8:00am and 9:00 pm (or during other hours approved by the Owners Corporation).

Interference

23.4 An Owner or Occupier must ensure a portable barbeque used on the Balcony of a Lot does not create smoke, odours or noise which unreasonably interferes with another Owner or Occupier's enjoyment of their Lot or the Common Property.

24 Shopping Trolleys

An Owner, Occupier or Permitted Person is prohibited from bringing any shopping trolley onto the Common Property except if the shopping trolley is owned by the Owner or Occupier.

25 Balcony pavers/drainage

25.1 Pavers on the balconies are supported at each corner of the paver and therefore, their weight bearing capability towards the centre of the paving stone is not as strong as at the support points.

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25.2 Construction of the balconies provides clearance for adequate drainage beneath the pavers. This area and the drainage holes in the pavers need to be kept clear of debris to ensure adequate flow of drainage. A marker or opening in the paver will identify the location of a drainage outlet beneath a paver or in close proximity to the paver.

25.3 It is the responsibility of the Owners and Occupiers to clean and clear, at least every 6 months or as required, all debris that is located beneath the balcony pavers and the balcony drainage holes.

25.4 It is the responsibility of the Owners and Occupiers to clean, maintain, repair and replace pavers on balconies.

25.5 If balcony pavers are replaced, they must be replaced with pavers similar in appearance to the original pavers.

25.6 If an Owner or Occupier fails to comply with its obligations under this by-law the Owner or Occupier must repair or reinstate any damage to the Common Property, including the waterproofing membrane.

25.7 Should Owners or Occupiers fail to repair or reinstate Common Property in accordance with by-laws 25.3, 25.4 or 25.6, the Owners Corporation has the right without notice to enter the Lot and repair or reinstate the Common Property at the cost of the Owner.

26 Screening devices, wintergardens and louvers

26.1 Screening devices, hoods, shutters and louvers installed on the external façade of the Building (whether or not the screening devices, hoods, shutters and louvers are attached to the Balcony of any Lot) are within the Common Property.

26.2 Subject to by-law 5.6, Owners must not install screening devices, shutters or louvers to the Balconies, windows or Balcony doors of any Lot.

26.3 The Owners Corporation is responsible for the repair, maintenance and replacement of screening devices, hoods, shutters and louvers which are within Common Property.

26.4 Owners of Lots that have screening devices, wintergardens and fixed and openable louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices and fixed louvers on the terms of this by-law.

26.5 Subject to by-law 10.3, it is the responsibility of the Owners referred to in by-law 26.1 to regularly clean all screening devices, shutters and louvers attached to the Balconies of their Lots, including cleaning and clearing of all debris the tracks on which screening devices, shutters and louvers move, and any locking devices associated with screening devices, shutters and louvers.

26.6 If an Owner does not carry out its obligations under this by-law, the Owners Corporation, at the Owner's cost, can carry out works to ensure the screening device, shutters and louvers including the tracks on which the screening devices shutters and louvers move, and any locking devices associated with the screening devices, shutters and louvers are adequately maintained. Owners must give the Owners Corporation, or persons authorised by the Owners Corporation, access to the Lot for the purpose of carrying out these works.

26.7 If an Owner wishes to replace the screening devices and fixed louvers the Owner must obtain the consent of the Owners Corporation and comply with by-laws 2.7 and 16.

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26.8 If an openable louver includes a safety locking mechanism, Owners and Occupiers must not alter or remove the safety locking mechanism.

27 Landscaping

Landscaped Area or garden box

27.1 An Owner or Occupier whose Lot includes a landscaped area or garden box must ensure that:

(a) so far as is practicable any plants in the landscaped area or a garden box are maintained in a healthy and vigorous condition;

(b) maintain any irrigation system if installed within that Owner's or Occupier's Lot);

(c) any plant which is damaged, diseased or dies is promptly replaced, where practicable, with a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;

(d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot.

Owners Corporation

27.2 If an Owner or Occupier fails to comply with this by-law 27 the Owners Corporation may give notice requiring compliance.

27.3 If an Owner or Occupier fails to comply with a notice given under this by-law 27, the Owners Corporation may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law 27.

27.4 Any expense incurred by the Owners Corporation this by-law 27 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

28 Landscape Podium

The Landscape Podium is a Shared Facility and subject to the provisions in the Strata Management Statement.

29 Car Wash Bay

The Car Wash Bay is a Shared Facility and subject to the provisions in the Strata Management Statement.

30 Car Share Spaces

Development Consent

30.1 The Car Share Spaces are a Shared Facility and subject to the provisions in the Strata Management Statement.

30.2 The Building includes a number of Car Share Spaces and, subject to conditions of the Development Consent, those car spaces may be used and have authorised use by car share vehicles only.

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Car Share Provider

30.3 In addition to its powers under the Act, the Owners Corporation has the power to enter into agreements for the use of the Car Share Spaces with a Car Share Provider.

Change to by-law

30.4 This by-law cannot be amended or revoked without the consent of SOPA.

31 Architectural Code

Preserving the theme of the scheme

31.1 This by-law controls and preserves the architectural and landscape essence and theme of the Strata Scheme.

Architectural Code

31.2 The Owners Corporation must not amend, add to or cancel the Architectural Code:

(a) without the prior written consent of SOPA; or

(b) if the proposed amendment, addition or cancellation does not comply with the Master Plan.

31.3 SOPA must not unreasonably withhold its consent of the proposed amendment, addition or cancellation complies with the Master Plan.

Approving Building Works and Landscaping Works

31.4 In addition to obligations under the Architectural Code, Owners and Occupiers must obtain consent from the Owners Corporation before carrying out Building Works or Landscaping Works.

31.5 The Owners Corporation must refuse consent if the proposed Building Works or Landscaping Works do not comply with the Architectural Code or the Master Plan.

32 Building Management and an Owner or Occupier of a Lot

32.1 An Owner or Occupier or any Permitted Person must not:

(a) interfere with or stop the caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or

(b) interfere with or stop the caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

33 Emergency Evacuation Plan

33.1 The Owners Corporation must:

(a) review and keep the plan updated in accordance with by-law 33.2; and

(b) ensure the Emergency Evacuation Plan is communicated to Owners and Occupiers including if required by an Authority or the Development Consent, displayed in Common Property.

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33.2 The Emergency Evacuation Plan must be amended as required by relevant Authorities and to comply with relevant Laws including as required under the Emergency Evacuation Plan.

34 Service by Email

34.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").

34.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Strata Committee.

34.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.

34.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 34.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

35 Air conditioning

Repair, Maintenance and Replacement

35.1 Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning System exclusively servicing that Owner or Occupier's Lot.

35.2 The Owners, at the Owners' cost, are responsible for the proper repair, maintenance, insurance and replacement of the Air Conditioning System.

Owners Corporation to provide access

35.3 Where components of the Air Conditioning System are not accessible from the Owner or Occupier's Lot, the Owners Corporation must provide access to the Owner or Occupier upon the giving of reasonable notice.

Make Good and Indemnity

35.4 Damage to the Common Property adjacent to the Air Conditioning System referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

35.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

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Noise Control

35.6 Owners and Occupiers must comply with the Noise Control Regulations.

35.7 An Owner or Occupier must not cause or permit an Air Conditioning System to be used in such a manner that it emits noise that can be heard within a habitable room in any other residential premises (regardless of whether any door or window to that room is open):

(a) before 8.00 am or after 10.00 pm on any Saturday, Sunday or public holiday; or

(b) before 7.00 am or after 10.00 pm on any other day.

36 Adaptable Car Spaces

36.1 Certain Car Spaces within the Building are Adaptable Spaces.

36.2 Some Adaptable Spaces are created in "pairs" within the basement parking areas of the Buildings (**Pair**). The 2 Adaptable Spaces in a Pair are divided by that part of the Common Property between those 2 Adaptable Spaces and marked "SZ" (shared zone) on the Strata Plan (**Exclusive Use Space**). Subject to by-law 36.3, each Pair has joint exclusive use and enjoyment of the Exclusive Use Space.

36.3 The Exclusive Use Space is intended so that:

(a) the users of the Adaptable Spaces in the Pair have additional room and facility to move in and out of motor vehicles; and

(b) the owners of storage cages may walk over the Exclusive Use Space to access their storage cage.

36.4 Each Exclusive Use Space must be kept clear of any objects that would impede the intended use of the Exclusive Use Space and without limitation, must not be used for additional parking or storage of any items.

36.5 The relevant Owner or Occupier of an Adaptable Space in a Pair or storage cage is liable for any damage caused to the Exclusive Use Space or any locking device within the Exclusive Use Space that is damaged by that Owner or Occupier. The Owners or Occupiers of Adaptable Spaces in a Pair are jointly liable for keeping the Exclusive Use Space clean and tidy and free of impediments to use.

36.6 Subject to by-law 36.5, the Owners Corporation is liable for the repair and maintenance of the Exclusive Use Space and any bollard or locking device installed within the Exclusive Use Space.

37 Sustainability By-Law

Sustainability

37.1 The Strata Manager:

(a) will set and monitor energy and water performance targets for common areas and Services; and

(b) will report on energy and water consumption to the Owners Corporation and its members quarterly in strata meetings and minutes including any unexpected changes in trends of water and energy consumption.

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37.2 The Owners Corporation will endeavour to maintain existing fixtures and finishes within all common areas for at least a 10 year period in order to meet an objective of sustainability in accordance with the Green Star requirements.

38 Door handles for adaptable units

38.1 If a Lot is designated as an adaptable unit, the Owner of the adaptable unit may submit a request to the Owners Corporation for the replacement of the main entry door handle with a lever action handle (with returns) to assist in their ingress and egress to the Lot.

38.2 The Owners Corporation at the Owners Corporation cost will arrange for the installation of the lever action handle (with returns) no later than 15 business days after receiving a request from an Owner of an adaptable unit.

38.3 The Owner must give the Owners Corporation or persons authorised by it access to the Lot for the purpose of installing a lever action handle (with returns).

38.4 The door handle with a lever action handle (with returns), the subject of this by-law 38, will comply with AS1428.1.

SP 101702

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Executed for and on behalf **Sydney Olympic Park Authority** ABN 68 010 941 405 by an authorised officer in the presence of:

.....
Signature of witness

BENJAMIN WOODS
Name of witness (print)

.....
Signature of Authorised Officer, who by executing this deed or otherwise does not accept any liability in any capacity (personal or otherwise)

NICHOLAS HUBBLE
Name of Authorised Officer(print)

EXECUTIVE DIRECTOR, COMMERCIAL
Capacity of Authorised Officer

REGISTERED 9/07/2020

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Schedule 1

Architectural Code

1 General Design Guidelines

1.1 Architectural Façade

(a) The façade and all architectural elements must be retained as constructed.

(b) Painted surfaces both vertical and horizontal are specialist treatments and must not be recoated without reference to the manufacturers' specifications.

(c) Permission must be sought from the Owners Corporation and Council or any other relevant Authority or Government Agency for repairs and maintenance for all exterior works.

1.2 Colour scheme

(a) Exterior colour schemes cannot be changed.

(b) Permission must he sought from the Owners Corporation for repairs and maintenance of all exterior painting work.

1.3 Fences

Fences should not be in-filled or added to in any manner.

1.4 Balconies and Courtyards

(a) Balconies and courtyards must be kept clean, tidy and well maintained.

(b) Landscaping to balconies is to be kept to potted plants only.

(c) Infilling of balconies with trellis, solid or glazed panels is not allowed.

(d) Balconies and courtyards are generally paved. The pavers are Common Property and are owned by the Owners Corporation.

(e) Pavers must not be drilled or treated or replaced or removed except where:

(i) the work is carried out by the Owners Corporation;

(ii) work is carried out with expert advice; and

(iii) the replacement pavers are of substantially the same colour, quality and type.

(f) If any of the pavers cease to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of pavers may require development approval.

(g) Lightweight injection moulded furniture is not permitted on balconies.

(h) An Owner or Occupier must not place any items on balustrades.

(i) Washing lines or racks are not permitted on balconies.

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1.5 Solar Panels and Solar Hot-Water systems

Solar panels must be integrated with the building design. The Owners Corporation and appropriate Council or any other Government Agency must approve size, location and model.

1.6 TV Aerials / Satellite dishes

(a) All aerials and satellite dishes must be discreetly located and preferably not visible from any other public space (other than aerials and satellite dishes installed by the Contractor at the time of registration of the strata plan).

(b) Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the lot.

(c) Where several aerials or dishes are required, these must be located together as a group.

(d) The Owners Corporation and appropriate Council or any other Government Agency must approve size, location and model.

1.7 Location of Air conditioning units

Individual Air-Conditioning condenser units must remain located in the position as the time of registration of the Strata Plan. The Owners Corporation must approve size, location and model of any proposed replacement Air-Conditioning condenser unit.

1.8 External Blinds and Awnings

Blinds and awnings must be in keeping with the original building design. Additional external blinds or awnings are not permitted.

1.9 Security Grills / Screens and Ventilation Louvres

(a) Security Grills / Screens and Ventilation Louvres must be in keeping with the original building design and approved by the Owners Corporation.

(b) Grills and ventilation openings should not be blocked or covered at any time.

(c) Louvres must not be replaced except with louvres having an identical appearance.

(d) If the louvre ceases to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of louvres may require development approval.

1.10 Storage

Outdoor spaces, including balconies, wintergardens and courtyards are not to be used as storage space at any time.

1.11 Doors and Windows

(a) Doors and windows are generally glazed aluminium framed assemblies. Aluminium doors and windows have a high quality powder coated paint system finish and must not to be repainted. Patching may be carried out but only by a specialist, licensed professional.

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(b) Hinges and stays of entrance doors are generally in polished stainless steel or chromed brass and other hardware and are not to be painted.

(c) Any doors or windows visible from external elements of a Lot, Strata Scheme or area open to the public must not be replaced except with doors or windows having an identical appearance.

(d) If such doors or windows become unavailable, the Owners Corporation must approve the appearance of any new type of door or window. Any new type of door or window may require development approval.

1.12 Handrails

(a) Any handrails visible from external elements of a Lot, the Strata Scheme or area open to the public must not be replaced except with handrails having an identical appearance.

(b) Owners and Occupiers must notify the Owners Corporation of any replacements in its Lot or Common Property.

(c) If such handrails become unavailable, the Owners Corporation must approve the appearance of any new type of handrail. Any new type of handrail may require development approval.

1.13 Metals, Concrete and brickwork

(a) External painted metal elements to balconies are coated in specialist paint finish. Patching or repainting of the balconies must be applied by a licensed professional.

(b) Powder coated door and windows and any other aluminium finishes must not be repainted or recoated.

(c) Concrete surfaces have been painted in a special textured paint. Painted render/concrete surfaces have a special coating that must be applied by a licensed professional.

(d) Special facebrick has been used on a number of external walls. Patching or replacement may be carried out with brick having an identical appearance

1.14 Roof Treatments

(a) The roofs are generally painted concrete, pebbles brickwork and metal grills. Some areas have metal grillage which shields the various service outlets from view.

(b) Owners and Occupiers may not, without prior approval of the Owners Corporation:

(i) alter the surface of the roofs in any way; or

(ii) install additional Services, including air conditioning units, satellite dishes and other fixtures and fittings.

(c) No additional features are permitted unless the Owners Corporation has satisfied itself that architectural detail will be preserved and has otherwise approved the works, and development approval are obtained.

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1.15 Carparking Standards

(a) Any changes to the use of the carpark or any works to the carpark may require the approval of:

(i) the relevant Authorities; and

(ii) the Building Management Committee.

(b) The carpark contains many Services and Service rooms. Essential fire and safety services as well as Owner systems terminate or are exposed in the car park on the walls and ceilings. Owners and Occupiers must not:

(i) alter or interfere with any Services;

(ii) use service rooms for storage of any description;

(iii) remove or alter any signs; or

(iv) alter fire egress and services.

(c) Barriers and gates must be consistent in type and colour to the existing barriers and gates in the car park.

1.16 Security

(a) There is a security system in place, which controls access and egress to various parts of the Building. The system adopts both physical and electronic controls and monitoring. Changes to any aspect of the security systems may result in unexpected failures not necessarily at the site of the interference.

(b) No unauthorised changes to the physical or electronic systems are permitted.

1.17 Sun Shading Devices and Privacy Screens

(a) Any privacy screen, dividing barrier or sun shading device existing on the date of registration of the Strata Plan must not be replaced unless with an identical privacy screen, dividing barrier or sun shading device (as to design, size, colour, shape and materials).

(b) All privacy screens, dividing barrier or sun shading devices must be uniform within the Strata Scheme.

(c) Repainting and patching of privacy screens, dividing barriers or sun shading devices must be in accordance with the Owners' Manual.

(d) The Owners Corporation must keep design and technical specifications and other records relating to the privacy screens, dividing barriers and sun shading devices required to be used for the Strata Scheme.

(e) If any privacy screen, dividing barrier or sun shading device ceases to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of privacy screen, dividing barrier or sun shading device may require development approval.

1.18 Landscaping

Landscaped elements should comply with the relevant parts of SOPA's '*Landscape Presentation Standards*' attached to this Architectural Code.

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2 Works

(a) When carrying out any works to a Lot, Owners and Occupiers must comply with:

(i) the By-Law Instrument and this Architectural Code;

(ii) any conditions imposed by the Owners Corporation;

(iii) all consents and approvals granted by the relevant Authority; and

(iv) all Laws.

(b) Owners and Occupiers must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance of the Building, including any changes to or the erection of:

(i) the colour of any surface;

(ii) the type or quality of the materials used (unless such materials are of a higher quality);

(iii) the reflective nature of any surface;

(iv) the soundproofing qualities of any materials or surface;

(v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like;

(vi) the nature of any hard surface, paving or walkway;

(vii) the nature of any soft surface or grassed area;

(viii) the landscaping of any outside areas;

(ix) the external lighting; or

(x) satellite dishes, aerials or other communication devices

unless the Owners and Occupiers has first obtained the consent of the Owners Corporation to undertake the works and otherwise complied with the provisions contained in this Architectural Code and the By-Law Instrument.

(c) **Clause 2(c)** does not apply to Owners and Occupiers carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

3 Approvals

Prior to carrying out any works to a Lot, Owners and Occupiers must obtain:

(a) the consent of the Owners Corporation pursuant to **clause 4**;

(b) if the Owners Corporation consents to the works, all relevant consents and approvals of the relevant Authorities pursuant to **clause 5**; and

(c) if any work involves work to a Shared Facility or which may interfere with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose conditions on the carrying out of the works.

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4 Owners Corporation Consent

4.1 Application

(a) Subject to by-law 16, Owners and Occupiers must submit an application to the Owners Corporation to obtain the consent of the Owners Corporation to the carrying out of any works on a Lot or Common Property.

(b) Owners and Occupiers need not obtain consent from the Owners Corporation to carry out any works or do anything that Owners and Occupiers are entitled or obliged to do under any Easement.

4.2 Application Process

(a) An application to the Owners Corporation must:

(i) be in writing;

(ii) include plans, drawings and other documents specified by the Owners Corporation for the type of works for which the Owners and Occupiers is seeking approval; and

(iii) contain all other relevant information.

(b) The Owners Corporation may:

(i) specify the plans, drawings and other documents (including any expert consultant reports) which Owners and Occupiers must submit with an application; and

(ii) require an Owners and Occupiers to submit additional plans, diagrams or other information or reports to assist with the decision making process.

(c) The Owners Corporation must act reasonably at all times in determining an application and shall give all applications due consideration prior to approving or refusing an application.

4.3 Owners Corporation may appoint consultants

(a) The Owners Corporation may appoint consultants to review and make recommendations about an application made to the Owners Corporation under this Architectural Code.

(b) The reasonable cost of the appointment of consultants is to be borne by the applicant.

(c) The Owners Corporation must use reasonable endeavours to ensure that the consultant makes a recommendation to the Owners Corporation within 1 month after the consultant has received all the information required to assess the application.

(d) The Owners Corporation must give due consideration to any recommendation by an appointed consultant but is not bound by any recommendation of a consultant.

4.4 Time for making a decision

The Owners Corporation must use reasonable endeavours to review and make a decision about an application within 1 month after receiving all of the information required to assess the application.

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4.5 Notification of decision

The Owners Corporation must advise an applicant in writing when it has made a determination of an application. The determination must:

(a) if the application is approved, clearly describe any conditions of approval (if any); and

(b) if the application is not approved, explain in detail the reasons for the refusal.

4.6 Conditional Approvals

The Owners Corporation may make conditions if they approve the application. The conditions may include:

(a) a reasonable time frame for the works to be completed;

(b) the hours and days during which the works must be carried out; and

(c) the materials to be used and methods of construction to be adopted.

4.7 Standing Approvals

The Owners Corporation may grant Owners and Occupiers a standing approval to undertake a specified type of work from time to time without the necessity for seeking further approval from the Owners Corporation on each occasion.

4.8 Revoking Approval

The Owners Corporation may revoke its approval if an Owners and Occupiers does not comply with the conditions of the approval including any condition that requires the works be done within a specified time frame.

5 Authority Approvals

(a) Owners and Occupiers must apply for and comply with all relevant consents and approvals of the relevant Authorities.

(b) Owners and Occupiers must not unreasonably refuse to consent or sign any reasonable written form of consent to an application to a relevant Authority by another Owners and Occupiers, if the works contemplated by the application:

(i) have been approved by the Owners Corporation; or

(ii) are of a nature that do not require the approval of the Owners Corporation to carry out the works.

6 Powers of the Owners Corporation

The Owners Corporation has the following powers:

(a) to require an Owners and Occupiers to remove any item that an Owners and Occupiers installs in a Lot or Common Property otherwise than in compliance with this Architectural Code and the By-Law Instrument;

(b) to require an Owners and Occupiers to reinstate the Lot or Common Property after the removal of any item or upon completion of work undertaken to the Lot or Common Property if that item or work was installed or carried out in contravention of this Architectural Code and the By-Law Instrument

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(c) to undertake all works as is necessary on behalf of an Owners and Occupiers should any Owners and Occupiers fail to comply with **clauses 6(a)** and 6(b) within the period required by the Owners Corporation;

(d) to recover from any Owners and Occupiers the cost of any works required under **clause 6(c)**; and

(e) such other powers as specified in the By-Law Instrument.

7 Owners Manual

(a) Owners Manuals have been prepared for the Strata Scheme (**Owners Manual**).

(b) Details of the operation of some external elements of the Building are set out in the Owners Manual.

(c) The manufacturer's warranties, guarantees and manuals are an appendix of the Owners Manual must be complied with so far as they are applicable.

8 Insurance

Owners and Occupiers must ensure that all tradespeople who undertake any works are adequately insured and comply with all applicable Laws.

9 General Construction Guidelines

9.1 Regulations during construction

The following regulations must be complied with by all Owners and Occupiers during construction (in addition to any conditions imposed by an authority including under any development consent):

(a) **disturbance** - activities must cause as little disturbance as possible to other Owners and Occupiers;

(b) **hours** – works must be carried out within working hours imposed by Council provided that no works are permitted to be carried out before 7am or after 5.30pm Monday to Friday, before 8 am or after 1pm Saturday or at any time on Sunday or a public holiday;

(c) **qualified tradesmen** - only qualified, reputable and, where appropriate, licensed contractors may be used;

(d) **quality of works** - all works must be carried out in a proper and workmanlike manner;

(e) **materials** - only of high quality (and where possible new) materials fit for their purpose must be used;

(f) **protective coverings** - must be installed as directed by the representative of the Owners Corporation;

(g) **dust** - no activity will be permitted which causes dust to an unacceptable level;

(h) **dirt** - all resulting dust and dirt in Common Property must be promptly cleaned;

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(i) **rubbish** - all rubbish and debris must be promptly removed from a Lot or Common Property during construction, at completion of the work and when work is postponed and private arrangements must be made for the disposal of such rubbish;

(j) **damage** - any damage directly or indirectly caused to any part of a Lot or Common Property in the carrying out of the works must be promptly repaired or made good;

(k) **moving items** - any by-law of the Strata Scheme or directions of the Building Management Committee or Building Manager (as the case may be) relating to the moving of construction items, furniture and goods must be complied with;

(l) **loading and unloading** - shall only during the permitted hours and be strictly in accordance with the directions of the representative of the Building Manager and representative of the Building Management Committee (as the case may be).

(m) **approvals** - no work may be permitted to commence without any necessary Approval, including

(i) a construction certificate; and

(ii) engineer's certificate and the like to ensure that such works do not impact on the structure integrity of the Building, Lot or Strata Scheme or any part thereof.

(n) **noise and vibration levels** - must be at the agreed acceptable level confirmed by the Owners Corporation's representative;

(o) **putrescible waste** - any container for putrescible waste must be emptied twice daily; and

(p) **induction** - if required by the Owners Corporation the contractors and subcontractors and their staff must be inducted into the operations and requirements of the Owners Corporation.

9.2 Building Standards

Owners and Occupiers must ensure that all works comply with Australian Standards, rules, regulations and other applicable Laws.

9.3 Water and Gas

(a) Dishwashers and any other appliance connected to the water supply are to be connected in stainless steel braided flexible pressure pipe to prevent pipes bursting. PVC is unacceptable.

(b) Wet areas must be suitably waterproofed to prevent leakage to the surrounding floor areas.

(c) The representative of the Owners Corporation must approve:

(i) any shutdown required by an Owners and Occupiers to isolate the domestic water system to carry out connection or modifications; and

(ii) the procedures for carrying out the shutdown of the domestic water system.

(d) All installations must be pressure tested prior to commissioning.

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(e) Building shutdown to water supplies shall not be undertaken by Owners and Occupiers. Shutdowns shall be carried out at the direction of the Owners Corporation's representative.

(f) Drainage connections to stacks must be at the junctions provided. Owners and Occupiers must specifically submit details of pipe route, including any coring or fire rating methods through the slab if required.

(g) Owners and Occupiers must not cause any overload of the electrical supply.

(h) All pipe work is to be suitably labelled.

(i) Gas fixtures installed in a Lot or Strata Scheme must be fitted with its own flame failure shut off devices.

(j) Plumbing services required to be fitted outside a Lot or Strata Scheme shall be arranged with the representative of the Owners Corporation and shall under no circumstances interfere with a Lot or Strata Scheme or the installations of other Owners and Occupiers.

(k) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code.

(l) No hot work is to be undertaken without the issue of a hot work permit by the Owners Corporation representative.

(m) Any works to a Shared Facility or works which may interference with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose additional conditions on the carrying out of the works.

9.4 Electrical

(a) All cabling and electrical work is to be suitably labelled.

(b) All cable penetrations must be suitably sealed to original specifications.

9.5 Fire Protection

(a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the Owners Corporation.

(b) If the carrying out of works requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Owner or Occupier.

(c) Owners and Occupiers are prohibited from carrying out work on the emergency or Fire Protection Services which involves the isolation or disruption of the service without the approval of the Owners Corporation.

(d) The Owners Corporation may, in its discretion, determine the period for a shutdown of Services.

(e) Any changes, modifications or additions to the base building Fire Protection Systems shall be carried out by the base building qualified contractor.

(f) On completion of the works described in **clause 10.6(e)**, the Fire Protection Systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

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9.6 Smoke Detector Isolation Procedures

(a) When carrying out works in areas that contain smoke detectors connected to the fire control panel that may cause significant dust or smoke, Owners and Occupiers must carry out a smoke detector isolation procedure.

(b) To carry out a smoke detector isolation procedure referred to **clause 9.6(a)** Owners and Occupiers must request the Owners Corporation's representative to:

(i) isolate smoke detectors via the fire control panel prior to work being carried out; and

(ii) re-activate the smoke detectors at the end of each day.

(c) False alarm fines incurred from the failure to carry out a smoke detector isolation procedure will be borne by the relevant Owner.

(d) Smoke detectors must be left in an operational state each day.

(e) Owners and Occupiers must, when carrying out work in a Lot, cover the smoke detectors to avoid detectors becoming choked with dirt. The smoke detectors must be uncovered at the end of the day.

(f) If a smoke detector becomes clogged with dirt and causes repeated false alarms the detector must be permanently isolated by the Owners Corporation's representative. The Owners and Occupiers responsible for the work causing the clogging of the smoke detector must arrange, at the cost of the relevant Owners and Occupiers, for the base building fire protection contractor to clean the detector so the detector can be re-activated. Any costs associated with false alarms are the responsibility of the relevant Owners.

9.7 Heavy Equipment

(a) Heavy equipment must not be in or placed on any part of a Lot or Strata Scheme without the prior approval of the representative of the Owners Corporation.

(b) Owners and Occupiers that wish to move heavy equipment, must provide the representative of the Owners Corporation with details of the equipment, including the dimensions, weight, details of supports and the proposed location giving dimensions from a fixed point of building structure (not a partition).

(c) For equipment exceeding the maximum weight recommended by the lift manufacturer special arrangements may be required for the lifts, including the attendance of a lift mechanic and a letter indemnifying the Owners Corporation against any and all costs and/or claims for damages.

(d) Owners and Occupiers intending to move the equipment contemplated by **clause 9.7(c)** must provide the Owners Corporation's representative at least one weeks prior notice.

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Extract from SOPA's *'Landscape Presentation Standards'*

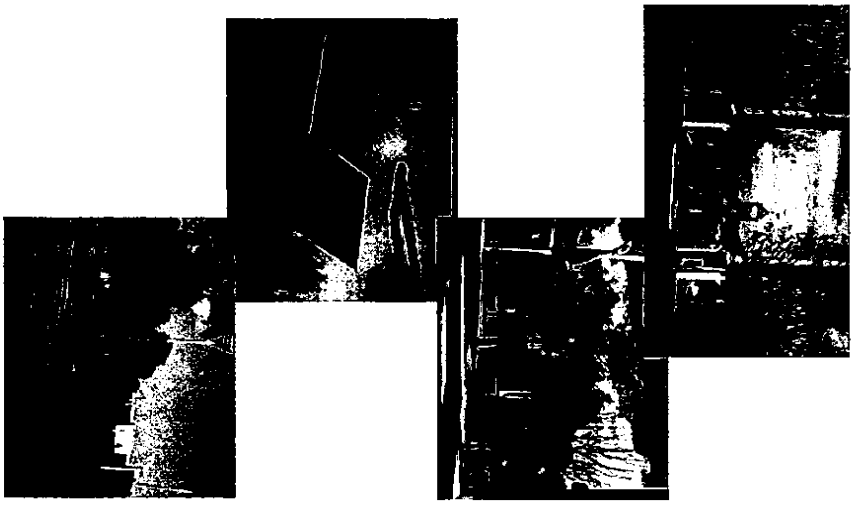
Executive Summary

The early industrial development, subsequent remediation and ongoing urban development has changed Sydney Olympic Park into one of the States premier sports and recreation destinations. In developing the site to its current form, the strategy of retaining and reinforcing an indigenous Australian landscape was followed. Valuable remnants of the once natural site and past developments still remain, incorporated within the Park.

These presentation standards have been compiled for the landscaped, horticultural and environmental areas of Sydney Olympic Park to ensure that there is agreement amongst the stakeholder's on the quality and scope of the areas to be maintained. These standards enable the establishment of a baseline for the ongoing improvement of the Park.

Sydney Olympic Park was dissected into 21 precincts as an aid to developing these standards. Plans for each precinct identify the landscape elements and appropriate maintenance standards for each. This document, which defines the various maintenance standards required for each landscape element, supports the set of precinct plans.

(Revision 1 - 2002)



Executive Summary

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Landscape Presentation Standards

Objective

A document that will facilitate agreed landscape presentation standards for Sydney Olympic Park.

Strategies

Identify similar landscape elements within Sydney Olympic Park and document measurable presentation standards for each element;

Document the standards for each element in both picture and written form in order that the Standards can be interpreted consistently over time; and

Develop a presentation standards plan which identifies the landscape elements for each precinct.

4 Presentation Standards

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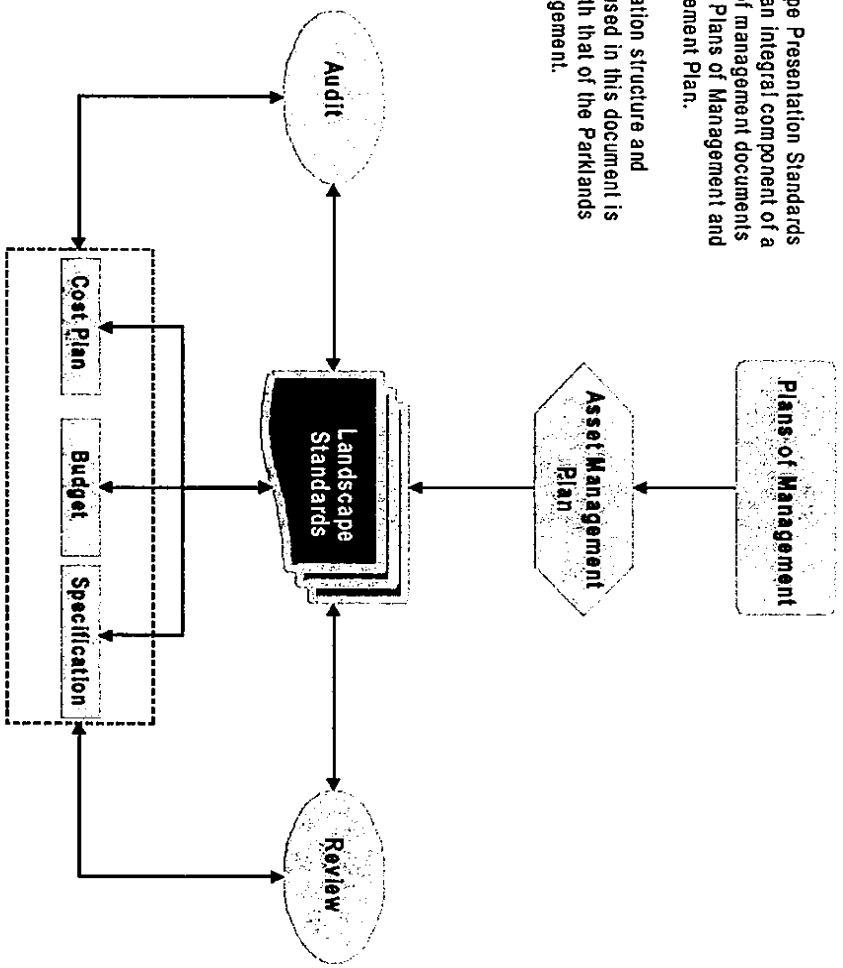
Document Context

The Landscape Presentation Standards document is an integral component of a broader set of management documents including the Plans of Management and Asset Management Plan.

The classification structure and terminology used in this document is consistent with that of the Parklands Plan of Management.



5 Document Context

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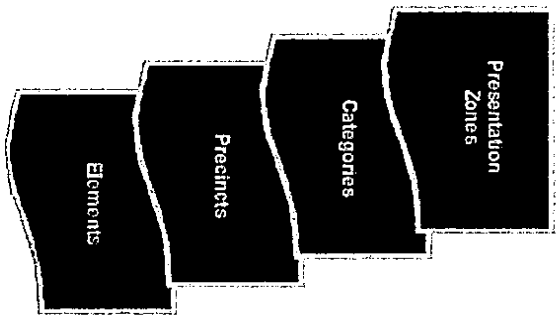
Document Structure

The diagram shows the hierarchy of terms used in defining the presentation standards for Sydney Olympic Park.

The Presentation Zones provide a general overview of the functional nature of an area and relate to the zones described within the Parklands Plan of Management.

The Presentation Zones allow for a quick and general overview of landscape presentation standards across the site.



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Presentation Zones

Three primary zones have been identified within Sydney Olympic Park ie Urban, Parklands and Environmental. These zones are used to establish the functional nature for the 21 precincts identified for the whole of Sydney Olympic Park. The zones are described as follows:

Urban

Contains the following categories:

- Urban Core
- General Community Land

Because of the visual prominence of the zone, presentation standards are high.

Parkland

Contains the following categories:

- Cultural land
- Parkland
- Sports Park

Presentation standards are generally in accordance with that required for a moderate level of presentation within a parkland setting.

Environmental

Contains the following categories:

- Natural areas
- Nature reserve

The Standards of Presentation of the environmental areas are related more closely to maintaining ecological considerations.

7 Presentation Zones

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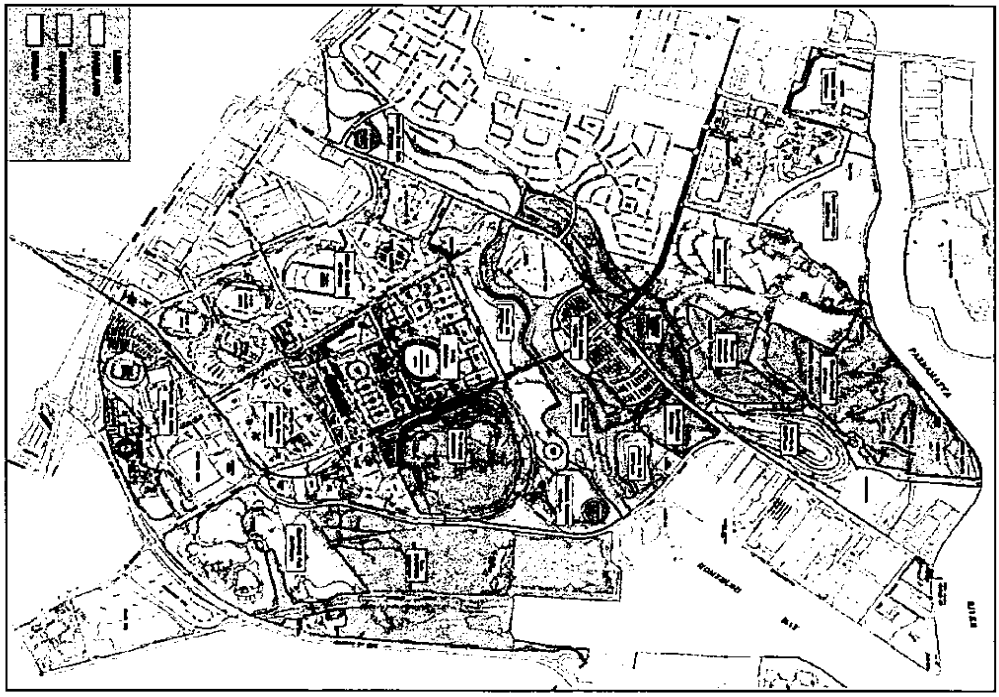
Map showing the 3 Presentation Zones across the entire Park.



8 Presentation Zones

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Categories

The Plan of Management for Millennium Parklands defines land use by establishing categories for the various uses of land. These categories have been adopted for establishing the presentation standards. An additional category called Urban has been added to describe the land use in the Urban Core. The categories have been grouped under the zones as follows:

URBAN

Urban

The majority of the land is used for public purposes. The spaces are dominated by structural and built elements such as pavements, furniture elements, traffic control devices, lighting standards and other public facilities. The purpose of the planting and other "soft" landscape elements is to support and enhance the design of the built form.

General Community

The majority of the land is available for any community land purpose, whether the public or specific sections of the public, and the land does not contain any significant features that would cause the area to be categorised as being for natural, park, or sports purposes.

PARKLAND

Parkland

The majority of the land has been, or is intended to be, improved by landscaping, gardens or the provision of non-sporting equipment and facilities, for use mainly for passive or active recreation, social, educational and cultural pursuits that do not unduly intrude on the peaceful enjoyment of the land by others.

Sports Park

The majority of the land is used or proposed to be used, or is designed to be used primarily for active recreation involving organised sports or the playing of outdoor games.

Cultural Land

The majority of the land is an area of aesthetic significance by virtue of having strong visual or sensory appeal, it is an area of archaeological significance because the area contains evidence of past human activity, and is an area of historical significance because of the importance of the association of the land in the evolving pattern of Australian cultural history.

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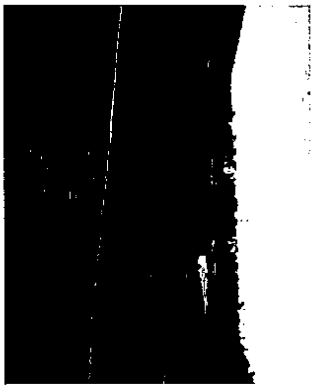
ENVIRONMENTAL

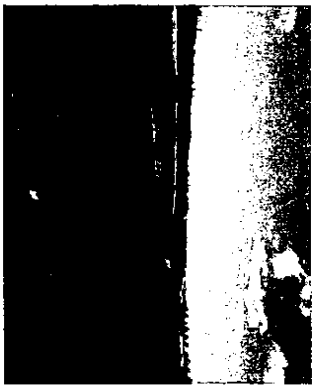
Natural Areas

The majority of the land (in each case) possesses or is intended to possess, significant natural systems or natural attributes. However, they are not present at a scale or in a form that would cause the area to be reasonably categorised as being only bushland, wetland, water course, foreshore, or escarpment purposes.

Nature Reserve

The whole of the land for each management precinct has already been dedicated a 'Nature Reserve' under the provision of Section 49 (c) of the National Parks & Wildlife Act (1974)





10 Categories

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Precincts

Sydney Olympic Park consists of Millennium Parklands and the Urban Core or commonly known as the Public Domain. The draft Plan of Management for Millennium Parklands divides Millennium Parklands into eighteen (18) precincts. The Urban Core has been divided into three (3) precincts. These precincts are defined geographically. They each form a management unit which can be further defined in terms of presentation standards required to achieve the management objective for each Precinct.

Urban Zone
- Urban Core North
- Urban Core South
- Australia Centre
- Parkland Junction

Parkland Zone
- Bicentennial Park
- Wentworth Common
- Archery Park
- Kronos Hill
- Woo-la-ra
- Newington Armoury
- Blaxland Common
- Wilson Park A and B
- Haslam's Creek Flats
- Ferry Wharf

Environmental Zone
- Badu Mangrove
- The Brickpit
- Haslam's Reach
- Nuwi Wetland
- Narrawang Wetland
- Wanngal Woodland
- Wanngal Wetland

Precincts

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Elements

For each precinct the level of presentation has been defined by identifying the landscape elements within it and assigning a presentation standard for that element. Collectively, the presentation standards for the landscape elements define the overall standard for the precinct. Varying presentation standards have been defined for each element and the key issues that need to be addressed to achieve the required standard.

Performance Standards have been developed to assist with the objective assessment of the compliance with the Presentation Standard for that element.

Where possible, photographic references and/or graphical elements have been added to assist in the definition of the required Landscape Presentation Standard. It is envisaged that these reference photographs will be reviewed and updated regularly to further refine the illustration of the Standard.

List Of Elements

Turf Grass TG1
Turf Grass TG2
Turf Grass TG3
Native Grass NG1
Native Grass NG2
Gardens G1
Gardens G2
Gardens G3
Trees T1
Trees T2
Trees T3
Trees T4
Environmental E1
Environmental E2
Environmental E3
Pathways P1
Pathways P2
Pathways P3
Signage S1
Signage S2
Signage S3
Urban Elements UE1
Fencing F1
Fencing F2
Playgrounds PG1

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Landscape Elements	Turf Grass TG1	Turf Grass TG2	Turf Grass TG3	Native Grass NG1	Native Grass NG2	Gardens G1	Gardens G2	Gardens G3	Trees T1	Trees T2	Trees T3	Trees T4	Environmental E1	Environmental E2	Environmental E3	Pathways P1	Pathways P2	Pathways P3	Signage S1	Signage S2	Signage S3	Urban Elements UE1	Fencing F1	Fencing F2	Playgrounds PG1
Urban Core North	❖	❖		❖	❖	❖	❖		❖	❖						❖	❖		❖	❖	❖	❖	❖	❖	
Urban Core South	❖	❖		❖	❖	❖			❖	❖		❖		❖		❖	❖		❖	❖	❖	❖	❖	❖	
Australia Centre		❖		❖	❖	❖	❖		❖					❖			❖		❖	❖	❖	❖	❖	❖	
Parkland Junction		❖	❖		❖		❖		❖	❖	❖			❖			❖		❖	❖	❖	❖	❖	❖	
Bicentennial Park	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖			❖		❖	❖		❖	❖	❖	❖	❖	❖	❖
Wentworth Common		❖		❖	❖		❖		❖	❖		❖	❖	❖			❖		❖	❖	❖	❖		❖	
Archery Park		❖	❖		❖				❖								❖		❖	❖	❖	❖		❖	
Kronos Hill		❖	❖		❖					❖		❖	❖	❖			❖		❖	❖	❖	❖		❖	
Woo-la-ra					❖					❖				❖			❖		❖	❖	❖	❖	❖		
Newington Armoury		❖	❖		❖		❖			❖	❖		❖	❖			❖		❖	❖	❖	❖	❖		
Blaxland Common		❖			❖					❖							❖		❖	❖	❖	❖	❖		
Wilson Park A and B		❖	❖		❖			❖	❖					❖			❖		❖	❖	❖	❖	❖	❖	
Haslam's Creek Flats		❖			❖		❖			❖	❖						❖		❖	❖	❖	❖	❖		
Ferry Wharf		❖	❖	❖	❖		❖			❖							❖		❖	❖	❖	❖	❖	❖	
Badu Mangrove												❖			❖		❖		❖	❖	❖	❖	❖	❖	
The Brickpit												❖	❖	❖			❖		❖	❖	❖	❖		❖	
Haslam's Reach														❖			❖		❖	❖	❖	❖			
Nuwi Wetland												❖		❖			❖		❖	❖	❖	❖		❖	
Narrawang Wetland					❖							❖	❖	❖			❖		❖	❖	❖	❖	❖	❖	
Wanngal Woodland												❖	❖	❖			❖		❖	❖	❖	❖		❖	
Wanngal Wetland												❖		❖			❖		❖	❖	❖	❖		❖	

13 List of Elements

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G1

Gardens G1

Definition

- Premium presentation standard;
- Intense maintenance regime.

Key Issues

- Specialised horticultural practices
- Service intervals high
- Watering regime
- Pest management

Performance Standards

- Uniform and vigorous plant growth
- Mulch levels maintained at 75mm
- 90% + vegetative cover
- Fully irrigated
- <2% Weed/Pest/Disease
- Repair of damage initiated within 24 hours of reporting





Gardens

19

REGISTERED 9/07/2020

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ePlan

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Strata Management Statement

Pavilions, Sydney Olympic Park

Note: *This Strata Management Statement has effect as an agreement under seal binding:*

(a) *the owners corporation of a strata scheme for part of the building; or*

(b) *an owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building; or*

(c) *another person in whom is vested the fee simple of a part of the building or site affected by the statement; or*

(d) *the mortgagee in possession or lessee of a part of the building or site referred to in (c).*

(see Section 105, Strata Schemes Development Act 2015).

The provisions of this Strata Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 *Strata Schemes Development Act, 2015,* except to the extent this Strata Management Statement provides otherwise.

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Introduction

A The Residential Stratum Lots and the Retail Stratum Lot comprise "Pavilions", Sydney Olympic Park. Pavilions is a mixed use part building strata scheme" regulated by the *Strata Schemes Development Act 2015* and *Strata Schemes Management Act 2015*.

B A Strata Management Statement is required where part of a building is subdivided by a strata scheme or strata schemes.

C This Strata Management Statement regulates the Members, Owners and Occupiers of the Building in respect of the control, management and maintenance of the components of the Building. It requires the Members to create a Building Management Committee to manage the Shared Facilities and attend to other administrative matters.

D The Members are the Owners of the different components of the Building. At Pavilions, the Members on registration of this Strata Management Statement are the:

(a) Residential Lot Owners Corporation for Building 1;

(b) registered proprietor of the Residential Stratum Lot 2;

(c) registered proprietor of the Residential Stratum Lot 3;

(d) registered proprietor of the Residential Stratum Lot 5; and

(e) Retail Stratum Lot Owner.

E The Building will be constructed in stages. When complete, the Building will have five components, set out and described in the table below:

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Component	Description	Member
Residential Stratum Lot (Lot 1 in the Plan)	A residential strata scheme comprising apartments and associated car parking spaces and storage spaces	Residential Stratum Lot 1 Owner
Residential Stratum Lot (Lot 2 in the Plan)	A residential strata scheme comprising apartments and associated car parking spaces and storage spaces.	Residential Stratum Lot 2 Owner
Residential Stratum Lot (Lot 3 in the Plan)	A residential building which may be further subdivided by strata plan to create a strata scheme comprising apartments and associated car parking spaces and storage spaces.	Residential Stratum Lot 3 Owner
Residential Stratum Lot (Lot 5 in the Plan)	A residential building which may be further subdivided by strata plan to create a strata scheme comprising apartments and associated car parking spaces and storage spaces.	Residential Stratum Lot 5 Owner
Retail Stratum Lot (Lot 4 in the Plan)	A stratum lot or strata scheme comprising one or more speciality Retail Stratum Lots and associated car parking spaces.	Retail Stratum Lot Owner

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F The Contractor is undertaking the construction of the Building. The Original Land Owners and the Contractor have reserved certain rights to enable them to complete the development (see **Part 7** of this Strata Management Statement).

G This Strata Management Statement is divided into ten parts:

PART 1: DEFINITIONS AND INTERPRETATION

PART 2: MEMBERS' AND OCCUPIERS' OBLIGATIONS

PART 3: BUILDING MANAGEMENT COMMITTEE AND MANAGERS

PART 4: SHARED FACILITIES

PART 5: RETAIL USE AND OPERATION AND BUILDING 5 SIGNAGE

PART 6: MAINTENANCE, REPAIR AND UPGRADING

PART 7: CONSTRUCTION PERIOD

PART 8: FINANCIAL MATTERS AND INSURANCE

PART 9: GENERAL DISPUTES AND NOTICES

PART 10: ARCHITECTURAL AND LANDSCAPE CODE

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PART 1: DEFINITIONS AND INTERPRETATION

1 Definitions and Interpretation

1.1 Statutory Definitions

A word has the meaning given to it in the Act if:

(a) it is defined in the Act; and

(b) used but not defined in this Statement.

1.2 Further Definitions

In this Statement:

Act means the Development Act or the Management Act or both as the context requires and as amended, varied or replaced.

Administration Manager means the licensed strata managing agent appointed under **clause 6.**

Administration Management Fee means the fee for the Administration Manager under **clause 6** (and payable in the proportions set out in the Shared Facilities Schedule).

Application means each application lodged or to be lodged with the relevant Authority for Approvals.

Approvals means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of the Land.

Architectural and Landscape Code means:

(a) the code applying to a Residential Strata Scheme as set out in the Residential By-law Instruments and **clauses 39** to **45** of this Statement;

(b) the code applying to a Residential Stratum Lot that is not the subject of a Residential By-law Instrument as set out in **Schedule 3** and **clauses 39** to **45** of this Statement; and

(c) the code applying to the Retail Stratum Lot set out in **Schedule 4** and **clauses 39** to **45** of this Statement.

the subject of **Part 10** of this Statement.

Authorised User means a person on the Lot with the express or implied consent of an Owner or Occupier.

Authority means any government or semi government authority or instrumentality, statutory or judicial authority, including Council and Government Agency.

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Building means the improvements erected or intended to be erected on part of the Land and includes Building 1, Building 2, Building 3, Building 5 and the Retail Premises.

Building Contractor means a person who provides services to the Building Management Committee who is not the Administration Manager or the Building Manager.

Building 1 means the building to be constructed on Residential Stratum Lot 1 and to be known as 'Verde';

Building 2 means the building to be constructed on Residential Stratum Lot 2 and to be known as 'Scarlett'

Building 3 means the building to be constructed on Residential Stratum Lot 3 and to be known as 'Indigo South';

Building 5 means the building to be constructed on Residential Stratum Lot 5 and to be known as 'Indigo North '

Building Management Committee means the committee required by the Development Act and the subject of **clause 3**.

Building Management Fee means the fee for the Building Manager under **clause 6.6** (and payable in the proportions set out in the Shared Facilities Schedule).

Building Manager means a person who the Building Management Committee for the time being appoints as Building Manager under **clause 6.5**.

Building Works means:

(a) any works which affect the external appearance of a Lot or the Strata Scheme; and

(b) changes to the external colour of materials of a Lot or the Strata Scheme (including those on the balcony, terrace or courtyard of a Lot); and

(c) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or the Strata Scheme; and

(d) the installation of a sign, placard or banner (other than signage in accordance with **clauses 25 and 26**); and

(e) the erection of any new structures in a Lot or the Strata Scheme.

Business Day means a day which is not a Saturday, Sunday or public holiday in Sydney.

Car Share Spaces means the Car Share Spaces which are a Shared Facility and the subject of **clause 22** of this Statement.

Car Share Spaces Management includes:

(a) the fitting of additional access controls if required;

(b) managing security of users;

(c) insurance associated with the car share scheme; and

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(d) negotiating contracts in relation to the car share scheme;

Car Wash Bay means the Car Wash Bay which is a Shared Facility and the subject of **clause 17.**

CCTV Security System means the CCTV security system for the Building which is located in the Security/Building Manager's Room and is a Shared Facility the subject of **clause 11** of this Statement.

Chairperson means the person appointed by the Building Management Committee as chairperson from time to time under **clause 4.1(a).**

Common Accessways means the areas the subject of the Easement for Access numbered 5 on the Plan and all driveways located in the Building which are a Shared Facility the subject of **clause 12** of this Statement.

Common Property means the common property created on registration of a Strata Plan.

Community Room means the Community Room which is a Shared Facility and the subject of **clause 14.**

Construction Period means the period starting on the date of registration of this Statement and ending on the later of the date:

(a) a final occupation certificate issued for the Retail Stratum Lot (following the initial fitout); and

(b) a final occupation certificate issued for the each of the Residential Stratum Lots.

Construction Works means all works which are considered, in the absolute discretion of the Original Land Owners and Contractor, necessary or desirable for the Contractor to construct each component of the Building and install Services in and under the Building and on the Lots and complete the Building including:

(a) building and demolition works;

(b) installation, augmentation, relocation, connection and temporary disconnection of Services and Shared Facilities;

(c) placing in the Building anything in connection with (a) and (b) above including temporary signs, structures, building materials, fences, cranes, hoists, plant and other equipment;

(d) if necessary, to make an Application (even if an Approval in respect of the subject matter of that Application has already been granted);

(e) applying to, varying or appealing an Approval;

(f) dedicating those parts of the Land to be Dedicated;

(g) engaging contractors and consultants to construct the Building and install the Services; and

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(h) subdividing (including strata subdividing) and consolidating of one or more Stratum Lots.

Contractor means Mirvac Projects Pty Limited ABN 72 001 069 245 and includes any transferee and assignee.

Council means Parramatta City Council or its successor.

Dedicate includes dedicate or transfer with or without consideration.

Defaulting Member has the meaning stated in **clause 32.5**.

Development Act means the *Strata Schemes Development Act 2015* as amended, varied or replaced.

Development Consent means the consent No SSD7662 of the Minister for Planning dated 8 September, 2017, as amended or substituted from time to time.

Dog Wash Bay means the bay for washing of dogs which is a Shared Facility and the subject of **clause 17**.

Easements means the easements which benefit or burden the Land from time to time.

Emergency Repairs means any repairs that require immediate rectification due to the nature of the fault and the impact on the operation, use, or enjoyment of the Building (or any part) or the work health and safety of any Occupiers or visitors to the Building.

Expert means a person appointed under **clause 36.2(b)**.

GFA means gross floor area being the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:

(a) the area of a mezzanine; and

(b) habitable rooms in a basement or an attic; and

(c) any shop, auditorium, cinema, and the like, in a basement or attic;

(d) but excludes:

(e) any area for common vertical circulation, such as lifts and stairs; and

(f) any basement:

  (i) storage, and

  (ii) vehicular access, loading areas, garbage and services; and

(g) plant rooms, lift towers and other areas used exclusively for mechanical services or ducting; and

(h) car parking to meet any requirements of the consent authority (including access to that car parking); and

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(i) any space used for the loading or unloading of goods (including access to it); and

(j) terraces and balconies with outer walls less than 1.4 metres high; and

(k) voids above a floor at the level of a storey or storey above.

Governmental Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Insurance means the insurances taken out by the Building Management Committee under **clause 34.1**.

Land means the land contained in lots 1 – 5 inclusive in the Plan.

Landscape Works means the installation of new landscaping or the alteration of existing landscaping.

Landscape Podium means the landscape area including shade pavilions, BBQ area, Bocce courts, vegetable garden and fixed furniture which is a Shared Facility and the subject of **clause 16**.

Law includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

(b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

Loading Area means the Loading Area which is a Shared Facility and the subject of **clause 13** of this Statement

Loading Area Easement means the easement for access and use Loading Dock numbered 6 in the Plan.

Loading Area Management Plan means the loading area management plan for the use of the Loading Are provided to the Building Management Committee and the subject of **clause 13** of this Statement.

Lot means a Stratum Lot or a Residential Lot.

Management Act means the *Strata Schemes Management Act 2015*.

Master Plan means the Sydney Olympic Park Master Plan (2030) prepared by SOPA and adopted by the Minister for Planning in May 2002 and the Sydney Olympic Park Master Plan 2030 (2016 Review).

Members means those persons described in **clause 3.2**.

Membrane means the concrete slab and adjoining membrane on the Retail Stratum Lot and Residential Lots which is a Shared Facility and the subject of **clause 14** in this Statement.

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Occupier means a person in lawful occupation of a Lot.

Officer means a Secretary, Chairperson and/or Treasurer of the Building Management Committee or other officer as determined by the Building Management Committee under **clause 4.1(b)**.

Original Land Owners means Sydney Olympic Park Authority ABN 68 010 941 405, Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425 and Mirvac BTR Sub Company B Pty Ltd. ACN 627 445 470.

Owner means the registered proprietor of a Stratum Lot or a lot in a Strata Plan within the Building.

Owners Corporation means the Owners Corporation constituted upon registration of a Strata Plan.

Party means a party bound by this Statement as stated in **clause 2.2**.

Plan means deposited plan 1252952.

Plant means all pipes, connections, junctions, pumps, filters, fans, ducts, coils, mechanical and electrical equipment and ancillary plant and equipment located in the Plant Areas.

Plant Areas means those areas of the Building designated for Plant.

Proxy Form means a form in or to the effect of the form in **Schedule 5**.

Recreational Facilities means the gymnasium which is a Shared Facility and the subject of **clause 15**.

Related Entity has the same meaning given to the term related body corporate in the *Corporations Act 2001* (Cth).

Representative means a representative of a Member appointed under **clause 3.3** from time to time.

Residential by-law Instrument means the by-law instrument registered with a strata plan for a Residential Strata Scheme.

Residential Lot a lot within a Strata Scheme or an apartment within a Residential Stratum Lot.

Residential Lot Owners Corporations means an Owners Corporation constituted under the Management Act upon registration of a Strata Plan over a Residential Stratum Lot.

Residential Strata Scheme means a residential strata scheme created on registration of a strata plan over a Residential Stratum Lot.

Residential Stratum Lot means each of lots 1, 2, 3 and 5 in the Plan.

Residential Stratum Lot 1 Owner means either:

(a) the registered proprietor of the Residential Stratum Lot 1; or

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(b) the Owners Corporation created on registration of a Strata Plan for the Residential Stratum Lot 1.

Residential Stratum Lot 2 Owner means either:

(a) the registered proprietor of the Residential Stratum Lot 2; or

(b) the Owners Corporation created on registration of a Strata Plan for the Residential Stratum Lot 2.

Residential Stratum Lot 3 Owner means either:

(a) the registered proprietor of the Residential Stratum Lot 3; or

(b) the Owners Corporation created on registration of a Strata Plan for the Residential Stratum Lot 3.

Residential Stratum Lot 5 Owner means either:

(a) the registered proprietor of the Residential Stratum Lot 5; or

(b) the Owners Corporation created on registration of a Strata Plan for the Residential Stratum Lot 5;

Residential Visitor Car Spaces means the visitor spaces which are a Shared Facility and the subject of **clause 19** of this Statement.

Resolution means a Special Resolution or a Unanimous Resolution (as the context requires).

Retail Development Application means a development application relating to all or part of the Retail Stratum Lot under **clause 24.3.**

Retail Hours means the hours permissible under any development consent or complying development certificate for use of the Retail Premises.

Retail Premises means the premises comprising the Retail Stratum Lot.

Retail Stratum Lot means lot 4 in the Plan.

Retail Stratum Lot Owner means either:

(a) the registered proprietor of the Retail Stratum Lot; or

(b) the Owners Corporation created on registration of a Strata Plan for the Retail Stratum Lot.

Retail Visitor Car Spaces means the visitor spaces which are a Shared Facility and the subject of **clause 20** of this Statement.

Secretary means the person appointed by the Building Management Committee as secretary from time to time under **clause 4.1(a).**

Security/Building Manager's Room means the Security/Building Manager's Room which is a shared facility the subject of **clause 11.**

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Selling and Leasing Activities means any activity connected with or relating to the marketing, selling or leasing of any part of the Building or Land and includes:

(a) the placement and maintenance on the Land including on Residential Stratum Lots and the Common Property of any Residential Stratum Lot of:

(i) signs, advertisements, boards, writing plates, signals, illuminations, banners and insignia;

(ii) stalls and associated facilities for the use of sales persons; and

(iii) any event or function held on the Land;

(b) the operation of a display suite in connection with the selling and leasing of any part of any of the Residential Stratum Lots.

Service means:

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) transmission by telephone, radio, television, satellite or other means;

(d) the provision of security systems; and

(e) any other facility, supply or transmission.

Shared Costs means the following expenses:

(a) in relation to a Shared Facility:

(i) repair, maintenance, cleaning and operating costs (including energy and water usage);

(ii) renewal or replacement costs; and

(iii) any amount payable to a Building Contractor under any maintenance agreement;

(b) costs of Insurance;

(c) the fees and administrative costs in relation to this Statement, the Building Management Committee, Administration Manager and the Building Manager; and

(d) any amount determined by Resolution to be Shared Costs.

Shared Facilities means:

(a) the services, facilities, machinery and equipment referred to in the Shared Facilities Schedule and the Shared Facilities Plan;

(b) any alterations, additions or replacement of those items;

(c) any pipes, wires, cables and ducts connected to or forming part of these items but not those parts exclusively serving a Member's Lot or Common Property;

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(d) any items necessary to operate or service the facilities, such as cleaning equipment and materials;

(e) any area in which the Shared Facilities are located; and

(f) any services, facilities, machinery and equipment which the Building Management Committee determines by Resolution are Shared Facilities.

Shared Facilities Plan means the plan of Shared Facilities attached to this Statement in **Schedule 2.**

Shared Facilities Schedule means the schedule of Shared Facilities attached to this Statement in **Schedule 1.**

Signage means any signs permitted in accordance with **clause 25** or **clause 26.**

Signage Plan means the plan showing the location of signage for Building 5 attached to this Management Statement in **Schedule 6.**

SOPA means Sydney Olympic Park Authority ABN 68 010 941 405 and:

(a) any person appointed to replace or administer it or to carry out its functions; and

(b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

SOPA Act means the *Sydney Olympic Park Authority Act, 2001* (NSW).

SOPA Signage Guidelines means:

(a) the Sydney Olympic Park Authority's Signage Guidelines for Outdoor Advertising Identification and Promotional Signage, October 2002 as amended from time to time; and

(b) the Authority's Urban Elements Design Manual, Signage Design guidelines October 2001.

Special Resolution means a resolution which is passed at a meeting of the Building Management Committee by at least 75% of those present and entitled to vote at the meeting.

Statement means this Strata Management Statement.

Stormwater Detention System means the onsite stormwater detention system/rainwater tank and filtration facilities including all proprietary treatment systems and ancillary infrastructure (including gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces). which is a Shared Facility and the subject of **clause 23** of this Statement.

Strata Lot means a lot within a Strata Scheme.

Strata Plan means a strata plan under the Act.

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Strata Scheme means a strata scheme created on registration of a Strata Plan under the Development Act.

Stratum Lot means:

(a) a lot in the Plan which has not been subdivided by a Strata Plan; or

(b) a stratum lot created on registration of a further stratum plan subdividing a Lot.

Stratum Lot Owner means the registered proprietor of a Stratum Lot.

Subdivision Legislation means the *Strata Schemes Development Act 2015* and the *Strata Schemes Management Act 2015*.

Substitute Representative means a person appointed by a Member to represent them for the purpose of this Statement as a substitute for their Representative.

Treasurer means the person appointed by the Building Management Committee from time to time as Treasurer under **clause 4.1(a)**.

Tribunal means the Civil and Administrative Tribunal.

Unanimous Resolution means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.

Visitor Bicycle Spaces means those Bicycle Spaces the subject of the Visitor Bicycle Spaces Easement which are a Shared Facility and the subject of **clause 21** of this Statement.

Visitor Bicycle Spaces Easement means the Easement for Visitor Bicycle Parking numbered 8 in the Plan.

WSUD Assets means water sensitive urban design assets including each of the:

(a) Stormwater Detention System;

(b) pumping station ; and

(c) oil separator and gross pollutant trap,

which are a Shared Facility and the subject of **clause 23** of this Statement.

WSUD Assets Audit means an independent audit to be undertaken by a suitably qualified WSUD professional to verify:

(a) the condition of the treatment systems;

(b) the systems are working as intended;

(c) the systems have been cleaned adequately;

(d) there is no excessive build up of material in the systems; and

(e) identify any issues with the treatment systems which require rectification for the systems to adequately perform its intended function.

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WSUD Assets Operation and Maintenance Plan means the plan for the ongoing operation and maintenance of the WSUD Assets a copy of which has been provided to the Building Management Committee.

Year means any of the following (as the context requires):

(a) Year 1; and

(b) a successive 12 month period commencing on the day after the end of Year 1.

Year 1 means the period commencing on the date of registration of this Statement and ending on the Year End which may not be a period of 12 months.

Year End means the year end for accounting purposes determined by the Building Management Committee in accordance with **clause 32.3(a)**.

1.3 Interpretation

Unless expressed to the contrary, in this Statement:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) "includes" means includes without limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and

(f) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

(v) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;

(vi) a right includes a benefit, remedy, discretion or power;

(vii) time is to local time in Sydney;

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(viii) "$" or "dollars" is a reference to Australian currency;

(ix) this or any other document includes the Statement as novated, varied or replaced and despite any change in the identity of the parties;

(x) writing includes:

(A) any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and

(B) words created or stored in any electronic medium and retrievable in perceivable form;

(xi) this Statement includes all schedules and annexures to it; and

(xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Statement.

1.4 Parties Bound Jointly and Individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

1.5 Shared Costs binding on successor in title

The parties acknowledge and agree that following any sale, transfer or other dealing with a Lot any unpaid Shared Cost which is due and payable by a Member including interest under **clause 32.6** shall be binding upon the Member's successors in title.

1.6 Headings

Headings do not affect the interpretation of this Statement.

1.7 Business Day

(a) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.

(b) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.

(c) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.

(d) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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1.8 Statutory discretion

Nothing in this management statement in any way restricts or otherwise fetters the statutory discretion of SOPA or the use of its statutory powers under the *Sydney Olympic Park Act 2001*, the Subdivision Legislation or all other relevant Acts.

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PART 2: MEMBERS' AND OCCUPIERS' OBLIGATIONS

2 Parties Bound and General Obligations

2.1 Members

(a) The Building has five components, being:

(i) Building 1

(ii) Building 2

(iii) Building 3

(iv) Building 5; and

(v) Retail Premises.

(b) The Owners of the five components are the Members of the Building Management Committee. They are the:

(i) Residential Stratum Lot 1 Owner;

(ii) Residential Stratum Lot 2 Owner;

(iii) Residential Stratum Lot 3 Owner;

(iv) Residential Stratum Lot 5 Owner;

(v) Retail Stratum Lot Owner.

2.2 Parties Bound

This Statement has effect as an agreement under seal binding the Members and every Owner, lessee, Occupier or mortgagee in possession of a Lot or part of a Lot in the Building.

2.3 General Obligations

The Members must:

(a) promptly comply with their obligations under this Statement and the Act;

(b) promptly pay their contributions for amounts they owe the Building Management Committee under this Statement and the Act; and

(c) comply with the Easements.

2.4 Strata by-laws

(a) The by-laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.

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(b) If a by-law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by-law.

2.5 Further Plans

(a) A Party must not object to, and is taken to have given its consent to:

(i) an application with an Authority to subdivide (including by Strata Plan or other plan of subdivision) one or more of the Stratum Lots;

(ii) the registration of any Strata Plan or other plan of subdivision which subdivides one or more of the Stratum Lots;

(iii) the registration of any plan of consolidation of one or more of the Stratum Lots;

(iv) a Strata Management Statement to be registered with a Strata Plan or other plan of subdivision set out in **clause 2.5(a)(ii)** replacing or amending this Statement provided that the provisions of the Strata Management Statement referred to in this **clause 2.5(a)(iv)**:

(A) are substantially similar to the provisions of this Statement; and

(B) do not materially adversely affect a Party's rights under this Statement; and

(C) do not detrimentally affect the Party's use of or contributions towards Shared Facilities.

(b) Each Party must:

(i) execute a Strata Plan or other plan of subdivision or consolidation which subdivides or consolidates one or more of the Stratum Lots;

(ii) execute a Strata Management Statement referred to in **clause 2.5(a)(iv)** within 30 days of being required to do so by a Stratum Lot Owner;

(iii) procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot to the registration of a Strata Plan or other plan of subdivision and the Strata Management Statement contemplated by **clause 2.5(a)**; and

(iv) do anything else reasonably necessary to give effect to the registration of a Strata Plan or other plan of subdivision and the Strata Management Statement contemplated by **clause 2.5(a)**.

2.6 Construction Period

The Pavilions Building is a staged, mixed use development. The Contractor will develop and subdivide the Building in two or more stages, and attention is directed to **Part 7** of this Management Statement.

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2.7 Amending this Statement

Unless otherwise provided in this Statement, this Statement can only be amended in accordance with the relevant provisions of the Development Act and any other Laws as may be in force from time to time which set out the manner in which this Statement can be amended.

2.8 Unanimous Resolutions of the Building Management Committee

Unless otherwise stated in this Statement, a Unanimous Resolution passed by the Building Management Committee, or the subject matter of a Unanimous Resolution, is definitive and must not be the subject of expert determination.

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PART 3: BUILDING MANAGEMENT COMMITTEE AND MANAGERS

3 Building Management Committee

3.1 Establishing the Building Management Committee

(a) The Members must establish the Building Management Committee within three months after the registration of this Statement.

(b) The Building Management Committee cannot be dissolved while this Statement is in force.

3.2 Members of the Building Management Committee

The Members of the Building Management Committee are the:

(a) Residential Stratum Lot 1 Owner;

(b) Residential Stratum Lot 2 Owner;

(c) Residential Stratum Lot 3 Owner;

(d) Residential Stratum Lot 5 Owner; and

(e) Retail Stratum Lot Owner.

3.3 Representatives

(a) Each Member must:

(i) appoint a Representative;

(ii) give to each other Member notice of the name, address, email address (if applicable) and telephone number of the Representatives; and

(iii) serve notice on the other Members each time their contact details change.

(b) Each Member may:

(i) change its Representative at any time; and

(ii) appoint a Substitute Representative for a particular meeting or meetings.

(c) The Representative or Substitute Representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with a Resolution or a by-law made by the Member.

(d) If a Member is the registered proprietor of more than one Stratum Lot, the Member may appoint one Representative to represent the Member for both Stratum Lots.

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(e) A Member may authorise the Representative or Substitute Representative to appoint a proxy to represent and vote for the Member at meetings of the Building Management Committee.

3.4 Functions

The functions of the Building Management Committee are to:

(a) make decisions about matters delegated to the Building Management Committee under this Statement;

(b) determine and levy contributions for the administrative fund and the sinking fund under **clause 32**;

(c) operate, maintain, renew, replace and control the use of Shared Facilities;

(d) change or add to or extend Shared Facilities;

(e) change or add to or adjust Shared Costs;

(f) effect the Insurances;

(g) appoint and supervise any Building Contractor or agent, including the Administration Manager and Building Manager, engaged by the Building Management Committee;

(h) register any variation to this Statement;

(i) comply with this Statement and the Act; and

(j) decision making.

The Building Management Committee can only make decisions in accordance with this Statement and at a meeting by Resolution.

4 Officers of the Building Management Committee

4.1 Appointment of Officers

The Building Management Committee:

(a) must appoint a Chairperson, Treasurer and Secretary as Officers;

(b) may appoint any other Officer who the Building Management Committee considers necessary; and

(c) must immediately appoint a replacement Officer if an Officer vacates his or her position.

4.2 Eligibility for Office

Officers must be a Representative, Substitute Representative or the Administration Manager and one person may hold more than one office bearer position.

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4.3 Appointment of Officers

(a) The Building Management Committee must, by Special Resolution, appoint Officers within three months after the registration of this Statement.

(b) The Building Management Committee may, by Special Resolution, appoint new officers at any time.

(c) The Building Management Committee may delegate the functions of its Officers to the Administration Manager and/or the Building Manager in accordance with **clause 6.3**.

4.4 Vacating Office

An Officer will have vacated their position if:

(a) they are no longer a Representative or the Administration Manager;

(b) the Building Management Committee, by Special Resolution:

(i) dismisses the Officer from their position; and

(ii) appoints a replacement Officer to that position; or

(c) an Officer submits their resignation in writing stating the date which their resignation will become effective.

4.5 Performing functions

An Officer must perform his or her functions according to the Act, this Statement and the directions of the Building Management Committee.

4.6 Functions of Secretary

The functions of the Secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee including:

(a) answer communications sent to the Building Management Committee;

(b) perform administrative and secretarial functions for the Building Management Committee;

(c) convene meetings and prepare and distribute notices, agendas and minutes for those meetings;

(d) serve notices on behalf of the Building Management Committee;

(e) keep records (other than records which the treasurer must keep) for the Building Management Committee; and

(f) make the records of the Building Management Committee available for inspection.

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4.7 Functions of the Treasurer

The functions of the Treasurer are to:

(a) prepare budgets;

(b) prepare financial statements;

(c) send out notices for, collect and bank contributions to the administrative fund and the sinking fund;

(d) prepare outstanding levy certificates;

(e) arrange for the preparation of audit reports;

(f) pay accounts; and

(g) keep the accounting records of the Building Management Committee.

4.8 Functions of the Chairperson

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends. The Chairperson may appoint the Administration Manager to chair meetings of the Building Management Committee in the Chairpersons absence or as desired by the Chairperson from time to time.

4.9 Other Appointees

If the Building Management Committee appoints an Officer under **clause 4.1(b)**, it must clearly define the duties of the Officer.

5 Meetings and voting

5.1 Holding of Meetings

The Building Management Committee must hold a meeting:

(a) if a Member requests by notice in writing;

(b) at least annually from the date of the first meeting of the Building Management Committee;

(c) if the Building Management Committee is otherwise required to do so under this Statement; or

(d) if the Administration Manager determines to hold a meeting.

5.2 Request for Meeting

(a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.

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(b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

5.3 Notice of Meetings

(a) The Secretary of the Building Management Committee must normally give at least five Business Days' notice of a meeting to each Member.

(b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.

(c) A notice of a meeting must include:

(i) the time, date and place for the meeting; and

(ii) an agenda for the meeting.

(d) An agenda for a meeting must include:

(i) the terms of the motions for resolution at the meeting;

(ii) a reference to whether a Special Resolution or Unanimous Resolution is required for each resolution;

(iii) the matters requested by notice in writing to be considered at the meeting by Members, Owners or Occupiers;

(iv) a copy of the minutes of the last meeting; and

(v) a motion to adopt the minutes of the last meeting.

(e) In the case of an emergency meeting a notice is not required to include the matters set out in **clause 5.3(d)(iv)** to **(v)** above.

(f) If the levying of contributions is an item on the agenda for a meeting, then the notice must include a copy of a budget and audited financial statements for the financial period just ended in accordance with **clause 32.7** prepared by the Building Management Committee.

5.4 Quorum

(a) At any meeting of the Building Management Committee, a quorum consists of a Representative of each Member. If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned for two Business Days.

(b) Subject to **clause 5.4(c)**, the quorum for the adjourned meeting is that number of Representatives present at the time appointed for the adjourned meeting.

(c) At an adjourned meeting, whilst SOPA or a Related Entity of SOPA is the Retail Stratum Lot Owner, the Representative of the Retail Stratum Lot Owner must be present to constitute a quorum provided that if the Representative of the Retail Stratum Lot Owner (having been given notice of the adjourned meeting in accordance

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with **clause 5.3**) is not present at the adjourned meeting, the meeting will be adjourned for two Business Days at which time the quorum for the further adjourned meeting will be that number of Representatives present at the time appointed for the further adjourned meeting.

5.5 Voting

(a) Subject to **clause 5.5(f)**, at each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise one vote.

(b) A Defaulting Member is not entitled to vote.

(c) The Chairperson does not have a casting vote at meetings of the Building Management Committee.

(d) If the Building Management Committee decide on a matter, it must be decided by a Special Resolution unless otherwise stated in this Statement.

(e) In the event that a vote results in a deadlock between the Members, the motion will be lost.

(f) A Member may only vote on a motion in relation to a Shared Facility if:

(i) that Member is entitled to use the Shared Facility and is required to contribute to the cost of that Shared Facility; or

(ii) the motion involves a change in the Shared Facility and, if the motion is passed, will allow that Member to use the Shared Facility and contribute to the cost of that Shared Facility.

5.6 Meetings held in writing

The Building Management Committee may hold a meeting in writing and Representatives and Substitute Representatives may vote in writing if:

(a) the person who convenes the meeting serves notice of the meeting in accordance with this Statement;

(b) the person who convenes the meeting provides each Member with a voting paper with the notice of the meeting; and

(c) the required Member or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the meeting before the meeting is due to commence.

5.7 Matters requiring Unanimous Resolution

(a) The matters that the Building Management Committee must decide by Unanimous Resolution are, subject to **clause 5.5(f)**:

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(i) amending **clause 2.5** of this Statement or the definition of Unanimous Resolution in **clause 1.2** of this Statement;

(ii) the distribution to Members of surplus money in the sinking fund and administration fund;

(iii) changing, adding to or removing Shared Facilities other than a decision to repair Shared Facilities or to renew or replace minor items (unless otherwise specified in this Statement); and

(iv) changing, adding to or adjusting Shared Costs (unless otherwise specified in this Statement).

(b) A Unanimous Resolution passed in relation to the matters set out in this **clause 5.6** is definitive and must not be the subject of expert determination.

5.8 Appointing a proxy

(a) A person may appoint a proxy if that person is:

(i) a Member; or

(ii) a Representative or Substitute Representative if the Member which appointed a person has authorised that person in writing to appoint a proxy according to **clause 3.3(e)**.

(b) A proxy must be a natural person.

(c) Subject to this **clause 5.8**, a person may appoint a proxy at any time provided that:

(i) the person makes the appointment on a Proxy Form; and

(ii) the person and the proxy sign the Proxy Form; and

(iii) the person delivers the signed Proxy Form to the Building Management Committee prior to the commencement of the meeting at which the proxy may vote.

(d) A person may include in the Proxy Form instructions to their proxy about how to vote. A vote by a proxy in contravention of their instructions is invalid.

(e) A person's proxy cannot vote at a meeting if the Member (or their Representative or Substitute Representative) cast a vote.

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6 Appointment of an Administration Manager and Building Manager

6.1 Appointment of an Administration Manager

(a) The Building Management Committee must appoint an Administration Manager to assist the Building Management Committee in performing its functions, in particular its financial and secretarial functions.

(b) When appointing an Administration Manager, the Building Management Committee may (but is not obliged to) appoint the same person as a strata manager appointed by an Owners Corporation.

(c) Any appointment must:

(i) be in writing;

(ii) be signed by each Member;

(iii) be for a term (including options) up to five years; and

(iv) reserve to the Building Management Committee the power to continue exercising any or all of the functions delegated to the Administration Manager.

(d) The Building Management Committee must monitor the performance of the Administration Manager.

6.2 Administration Management Fee

If an Administration Manager is appointed, the Members must contribute to the Administration Management Fee in the proportions set out in the Shared Facilities Schedule.

6.3 Delegation of functions

(a) Subject to **clause 6.3(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Administration Manager and/or the Building Manager.

(b) The Building Management Committee may not delegate functions to the Administration Manager or the Building Manager which the Building Management Committee may only exercise by Unanimous Resolution or functions which the Building Management Committee determines by Unanimous Resolution may only be exercised by the Building Management Committee.

6.4 Administration Manager's Duties

The Administration Manager's duties may include to:

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(a) effect and maintain Insurance on behalf of the Members in accordance with relevant Law;

(b) implement decisions made by the Building Management Committee;

(c) undertake secretarial and other functions arising from this Statement;

(d) maintain taxation and other statutory records, provide a public office and obtain an Australian Business Number for the Building Management Committee, and ensure compliance with all legal obligations with respect to taxation;

(e) the carrying out of or as agent for Members, entering into contracts for cleaning, caretaking, inspection, maintenance, minor repairs, replacements and services to the Shared Facilities and any personal property vested in the Building Management Committee;

(f) complying with any obligations of the Building Management Committee under the Management Act or this Statement; and

(g) complying with any other duties determined by Resolution

as directed by the Building Management Committee.

6.5 Appointment of a Building Manager

The Building Management Committee may, by Special Resolution, enter into an agreement with an appropriately qualified person to assist the Building Management Committee in the operation and management of the Building and Shared Facilities which agreement must be in accordance with the Management Act and may provide for:

(a) a term of up to five years with a maximum option of one option of up to five years, with rights for early termination by either the Building Management Committee or the Building Manager;

(b) drafting plans under this Statement and administering them;

(c) the provision of services to Members or Occupiers; and

(d) anything else which the Building Management Committee agrees is necessary or desirable having regard to the operational and management requirements of the Building Management Committee.

6.6 Building Management Fee

The Members must:

(a) contribute to the Building Management Fee in the same proportions as set out in the Shared Facilities Schedule for the Building Management Fee for services for the Building Management Committee; and

(b) pay the whole cost of services provided for a Member pursuant to **clause 6.5(c)**.

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6.7 Building Manager's Duties

The Building Manager's duties may include to:

(a) ensure the proper operation, repair, maintenance, safe operation and use and renovation and replacement of the Building and Shared Facilities; and

(b) carry out the Building Management Committee's obligations in respect of any maintenance agreements.

6.8 General provisions regarding the Building Manager

(a) At the expiration of an agreement entered into under **clause 6.5**, the Building Management Committee may enter into a further agreement on terms substantially similar to the agreement contemplated under that clause.

(b) The Building Management Committee may not without the written consent of the Building Manager enter into more than one agreement under **clause 6.5** at any one time.

(c) A Member and any Owner or Occupier of a Lot must not:

(i) interfere with or obstruct the Building Manager from performing his or her duties under an agreement entered into under **clause 6.5**;

(ii) interfere with or obstruct the Building Manager from using any part of the Shared Facilities lawfully designated by the Building Management Committee for use by the Building Manager.

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PART 4: SHARED FACILITIES

7 Shared Facilities and Shared Costs

7.1 Shared Facilities

(a) Shared Facilities are facilities and services which are used by more than one Member or are located on the land of a Member but used by another Member.

(b) A list of the Shared Facilities is set out in the Shared Facilities Schedule.

(c) The Parties acknowledge that as at the date this Statement is registered, not all of the Shared Facilities listed in the Shared Facilities Schedule may be constructed and available for use by the Parties.

7.2 Use of Shared Facilities

(a) The Shared Facilities Schedule specifies which Members, Owners and Occupiers are entitled to use each Shared Facility. If the Shared Facilities Schedule does not specify entitlement, each Member is entitled to use and enjoy the Shared Facility unless a specific provision of this Statement provides otherwise.

(b) Each Party must use the Shared Facilities only for their intended purpose and follow the directions of the Building Management Committee.

(c) Unless otherwise specified in this Statement, the Building Management Committee may make rules in relation to the use of any Shared Facility.

(d) Any rules made by the Building Management Committee in relation to the use of any Shared Facility are definitive and must not be the subject of expert determination.

7.3 Maintenance of Shared Facilities

(a) Except as otherwise specified in this Statement, the Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation and replacement of the Shared Facilities.

(b) The Building Management Committee may at its discretion enter into maintenance agreements with Building Contractors to maintain the Shared Facilities.

(c) The Building Management Committee must, when carrying out or arranging for the carrying out of maintenance, repair, operation, renovation and replacement of the Shared Facilities ensure any works do not affect the waterproofing integrity of the Building.

7.4 Damage to Shared Facilities

A Party must:

(a) immediately notify the Building Management Committee about damage to or a defect in a Shared Facility; and

(b) pay the costs of repair for any damage to the Shared Facilities caused by that Party.

7.5 Shared Costs

(a) It is the intention of the Members that Shared Costs under this Statement are apportioned as between the Members in a fair, transparent and equitable manner in accordance with clear calculation methodologies including GFA and estimated usage.

(b) The method used to apportion Shared Costs is set out in the Shared Facilities Schedule.

(c) Subject to **clause 7.6,** the Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in the Shared Facilities Schedule.

(d) If there is any change to the Shared Facilities including the addition or removal of any shared facilities, the allocation in the Shared Facilities Schedule must be immediately amended including to ensure the apportionment is fair, transparent and equitable based on the appropriate calculation as set out in **clause 7.5(a)** and the Shared Facilities Schedule.

(e) The Building Management Committee must advise each Member of its proportion of the Shared Costs and must levy Members for contributions in accordance with **clause 32**.

(f) Each Member must pay its proportion of the Shared Costs.

(g) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

7.6 Review of Shared Costs

(a) The Building Management Committee must review the Shared Costs and Shared Facilities Schedule:

(i) immediately following any change to the Shared Facilities in accordance with **clause7.5(d)**;

(ii) at least once in every five years in accordance with **clause 7.8**; and

(iii) annually where a Shared Cost has been calculated on the basis of usage in accordance with **clause 7.7**,

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for the purpose of confirming that the Shared Costs remain fair, transparent and equitable.

(b) If following a review under **clause 7.6(a)** results in a variation, modification or addition to the Shared Facilities or Shared Costs or both of them, the Parties must vote in favour of a Resolution to amend the Shared Facilities or Shared Costs or both of them under **clause 5.7(a)** of this Statement so that they are fair, transparent and equitable.

7.7 Review of Shared Facilities - Usage

(a) Where a review of usage is undertaken in accordance with **clause 7.6(a)(iii)** by the Building Management Committee, the review must confirm that the percentage cost allocation in the Shared Facilities Schedule substantially reflects the actual usage by the respective Member.

(b) If the actual usage of a Member is substantially different to the percentage cost allocation in the Shared Facilities Schedule the Parties must adjust the percentage cost allocation in the Shared Facilities Schedule to accord with the percentages of actual use. Any adjustment of the percentage cost allocation in the Shared Facilities Schedule under this clause shall not apply retrospectively.

(c) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

(d) Any review of the Shared Costs by the Building Management Committee under **clause 7.6(a)** is definitive and must not be the subject of expert determination.

7.8 Review of Shared Costs at 5 year Intervals

(a) The Building Management Committee must review the Shared Costs in accordance with this **clause 7.8** at least once in any five year period to ensure the allocation of those costs remains fair, transparent and equitable.

(b) The Building Management Committee may appoint a suitably qualified person to conduct the review pursuant to **clause 7.8(a)**.

(c) If each Member cannot agree to jointly appoint a suitably qualified person to conduct the review pursuant to **clause 7.8(b)**, any of them may request the President of the Law Society of New South Wales to appoint a suitably qualified person to conduct the review having regarding to the nature and subject of the review.

(d) If, following a review under **clause 7.8(a)** the actual usage of a Member differs by more than 5% from the percentage cost allocation in the Shared Facilities Schedule:

(i) the Parties must vote in favour of a Resolution to adjust the Shared Costs under **clause 5.7(a)(iv)** of this Statement so that the percentage cost allocation

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in the Shared Facilities Schedule accords with the percentages of actual use determined in the review under **clause 7.8(a) or clause 7.8(b)**;

(ii) the adjustment of the percentage cost allocation in the Shared Facilities Schedule under **clause 7.8(c)** must not apply retrospectively; and

(iii) the Building Management Committee is responsible for the costs incurred appointing a suitably qualified person under **clause 7.8(b)** or **clause 7.8(c)** as the case may be.

(e) If following a review under **clause 7.8(a)**, it is found that the actual usage of the Member requesting the review differs by less than 5% from the percentage cost allocation in the Shared Facilities Schedule:

(i) the percentage cost allocation in the Shared Facilities Schedule must remain unchanged; and

(ii) the Building Management Committee may recover from the Member requesting the review under **clause 7.8(a)** reasonable costs incurred appointing a suitably qualified person under **clause 7.8(b)** or **clause 7.8(c)** as the case may be.

(f) A decision of the suitably qualified person under this **clause 7.6** is, in the absence of a manifest error, final and binding on the Parties.

7.9 Government Agency Compliance

The Building Management Committee must:

(a) arrange for the inspection of Shared Facilities if required by a Government Agency; and

(b) obtain any certification of the Shared Facilities required by Law.

8 Amending Shared Facilities and Shared Costs

8.1 Building Management Committee

(a) Subject to **clauses 5.5(f), 5.6**, **7.5** to **7.8** and **8.2**, the Building Management Committee may:

(i) vary, modify, add a new facility, repair, renew or replace the Shared Facilities; and

(ii) add Shared Costs or adjust the division of Shared Costs if required.

(b) Subject to **clauses 5.5(f), 5.6**, and **7.5** to **7.8**, a Unanimous Resolution of the Building Management Committee is required to:

(i) change, add to or remove Shared Facilities other than for a decision to repair Shared Facilities or to renew or replace minor items; and

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(ii) change, add to or adjust Shared Costs,

unless otherwise specified in this Statement.

8.2 Shared Facilities Schedule

If the Building Management Committee passes a Unanimous Resolution to vary the Shared Costs and Shared Facilities, the Shared Facilities Schedule is automatically varied at the time stipulated by the Building Management Committee in the Unanimous Resolution. Any variation to the Shared Costs or Shared Facilities under this clause shall not apply retrospectively.

8.3 Expert Determination

A Unanimous Resolution passed in relation to the matters set out in **clause 8.1** is definitive and must not be the subject of expert determination.

8.4 Contractor rights

(a) The development of the Building by the Contractor may or may not result in the creation of additional Shared Facilities or removal of Shared Facilities or amendment of the Shared Facilities Schedule.

(b) The Contractor may (subject to **clause 8.4(c)**) vary this Statement at any time to:

(i) include additional Shared Facilities or remove Shared Facilities or amend the Shared Facilities including specifying those Members entitled to use those additional Shared Facilities;

(ii) vary a Member's entitlement to use an existing Shared Facility; and

(iii) acting reasonably, add to, delete or vary the division of Shared Costs to take into account the inclusion of the additional Shared Facilities or removal of a Shared Facility or amendment of a Shared Facility and each Member's entitlement to use those additional Shared Facilities.

(c) The Contractor will be deemed to have acted reasonably under **clause 8.4(b)(ii)** if the Contractor appoints a suitably qualified expert to review the proposed variation to the Shared Costs under this **clause 8.4** and the Contractor acts on the recommendation of the expert.

(d) A Party must, if requested by the Contractor and within 10 Business Days of any such request:

(i) if required, vote in favour of a Unanimous Resolution to vary this Statement;

(ii) consent to the registration of an amendment to this Statement;

(iii) procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot to the registration of an amendment to this Statement; and

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(iv) execute all necessary documentation and do all things necessary to register an amendment to this Statement,

as contemplated by this **clause 8.4**.

8.5 Disputes

The provisions of **clause 36** do not apply to **clause 8.4**.

8.6 Government Agency Compliance

The Building Management Committee must:

(a) arrange for the inspection of Shared Facilities if required by a Government Agency; and

(b) obtain any certification of the Shared Facilities required by Law.

9 Access

9.1 Access to Shared Facilities

(a) Access to Shared Facilities is subject to the rights of the Contractor under **Part 7**.

(b) Each Party must give the Building Management Committee and other Parties:

(i) access to and from the Shared Facilities by the means reasonably determined by that party provided access does not unreasonably interfere with that Party's lawful use of the area; and

(ii) access to use the Shared Facilities located within that Party's Lot in accordance with the provisions of this Statement; and

(iii) access to operate, maintain, repair, renovate and replace the Shared Facilities.

(c) Appropriate means of access to a Shared Facility does not include:

(i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot (which consent must not be refused if it is the only practical means of access); and

(ii) any other means of access prohibited under this Statement.

(d) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 9.1(a)** if access is required to maintain, repair or replace Shared Facilities.

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9.2 Access to Plant

(a) Each Party must give the Building Management Committee and other Parties:

(i) access to and from the Plant Areas and Plant by the means reasonably determined by that party provided access does not unreasonably interfere with that Party's lawful use of the area; and

(ii) access to operate, maintain, repair, renovate and replace the Plant.

(b) Appropriate means of access to the Plant Areas and Plant does not include:

(i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot (which consent must not be refused if it is the only practical means of access); and

(ii) any other means of access prohibited under this Statement.

(c) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 9.2(a)** if access is required to maintain, repair or replace Shared Facilities.

9.3 Right to Access

If a Party accesses parts of the Building in accordance with their rights set out in this Statement that Party must not unreasonably interfere with the other Party's lawful use of the Building.

9.4 Emergency Access

In an emergency, each Party must give to all Parties access to all exit routes in the Building.

9.5 Conditions of Access

Except in an emergency and unless otherwise specified in this Statement, a Party affected by the proposed means of access may determine the times and reasonable terms of access (including reimbursement of costs) under this **clause 9**.

10 Security Key/Card

(a) Owners and Occupiers of the Building will be issued security keys/cards by the Building Manager to access those parts of the Building required to be accessed by that Owner or Occupier.

(b) The security keys/cards will not give Owners and Occupiers access to all areas in the Building.

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(c) An Owner, Occupier or other person authorised by the Building Management Committee must:

(i) take all reasonable steps not to lose security keys/cards;

(ii) return security keys/cards to the Building Manager if an Owner, Occupier or other person authorised by the Building Manager does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building; and

(iii) notify the Building Manager if an Owner or Occupier loses a security key/card.

(d) An Owner or Occupier must not:

(i) copy a security key/card: or

(ii) give a security key/card to someone who is not an Owner or Occupier.

(e) If an Owner or Occupier loses a security key/card, the Building Manager may replace the security key/card. The Owner or Occupier must reimburse the Building Manager the actual cost of replacing any lost security keys/cards, including an administration fee as agreed by the Building Management Committee for replacing the lost security keys/cards.

(f) An Owner or Occupier must comply with instructions that the Building Manager may make about security keys/cards and, in particular, instructions about recoding and returning security keys/cards.

(g) The Building Management Committee may make rules from time to time about issuing additional and replacement security keys/cards.

11 CCTV Security System

11.1 Shared Facility

The CCTV Security System including the Security/Building Manager's Room is a Shared Facility for the benefit of all Members and their respective Owners and Occupiers.

11.2 Access to CCTV Footage

(a) The CCTV Security System monitors public spaces within the Building and some areas containing Shared Facilities and may include the lifts, lift lobbies, corridors, fire stairs, car park, Recreational Facilities and Loading Area and is managed by the Building Manager.

(b) The Building Manager may review CCTV footage for the purpose of monitoring the public areas referred to in **clause 11.2(a)**.

(c) The Building Management Committee may access the Security Room from time to time to view the CCTV footage.

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(d) Members and their respective Owners and Occupiers are not permitted to access the Security Room to review CCTV footage without the prior consent of the Building Manager (such consent must not be unreasonably withheld if the matter relates to the security of the Building provided that respective owners and occupiers may only review CCTV footage that relates to security for the Stratum Lot within which their lot forms part).

12 Common Accessways

12.1 Shared Facility

The Common Accessways are a Shared Facility for use by all Members and their respective Owners and Occupiers of the Lots.

12.2 Construction Period

During the Construction Period:

(a) This clause only applies to so much of the Common Accessways as have been completed and are available for general use by more than one Member, subject to **clause 31**; and

(b) the Contractor may without the prior consent of the Building Management Committee, from time to time, vary the position of the Common Accessways provided the variation of position still allows Members and their respective Owners and Occupiers access to the Building.

13 Loading Area

13.1 Shared Facility

The Loading Area is a Shared Facility for use by all Members and their respective Owners and Occupiers of the Lots.

13.2 Rules

(a) The Members and their respective Owners and Occupiers must cooperate to ensure that the use of the Loading Area is shared to reasonably meet the respective needs of each Member and their respective Owners and Occupiers.

(b) The Building Management Committee may, from time to time, make rules and impose conditions in relation to the use of the Loading Area, including:

(i) the hours in which access is permitted;

(ii) the manner in which large objects or deliveries to and from the Loading Area and the Lots are to be transported;

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(iii) the use of protective covers for surfaces forming part of the Building during such times as large objects or deliveries are transported to and from the Loading Area and the Lots;

(iv) prohibitions on the use of trolleys or other moving devices; and

(v) insurance requirements,

provided that such rules are made with the approval of the Owner of the Retail Stratum Lot and are not inconsistent with the Loading Area Easement or this Statement.

(c) All Members, Owners and Occupiers entitled to use the Loading Area must:

(i) use the Loading Area only as stated in this Statement, the Loading Area Management Plan and in accordance with any rules determined by the Building Management Committee;

(ii) not use the Loading Area in a manner that breaches the conditions of any development consent, permit or authorisation or any Law applicable to the Land;

(iii) promptly clean up any spills in the Loading Area or the Building;

(iv) switch off vehicles during loading/unloading and waiting times whilst in the Loading Area; and

(v) comply with the terms of the Loading Area Easement.

(d) If any damage to the Building occurs in connection with the exercise of rights granted to Member, Owners and Occupiers under this **clause 13**, the Building Management Committee or any person authorised by it, may rectify such damage and the costs of carrying out such work shall be a debt payable by the Owner or Occupier to the Building Management Committee on demand.

13.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 13** without first obtaining the prior written consent of the Owner of the Retail Stratum Lot.

14 Community Room

14.1 Shared Facility

The Community Room is a Shared Facility for use by:

(a) Owners and Occupiers of the Residential Lots; and

(b) each Owners Corporation of each Residential Stratum Lot; and

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(c) the Building Management Committee.

14.2 Rules

(a) The Building Management Committee may from time to time make rules and impose conditions in relation to use of the Community Room.

(b) All Members, Owners and Occupiers entitled to use the Community Room must comply with the following terms and conditions:

(i) Owners and Occupiers must ensure that any Authorised Users comply with this clause and any Rules imposed by the Building Management Committee;

(ii) the Community Room may only be used between the hours of 8.00am and 10.00pm or other hours nominated from time to time by the Building Management Committee;

(iii) children under the age of 12 years may use the Community Room only if accompanied and supervised by an adult;

(iv) Authorised Users may use the Community Room only if accompanied by an Owner or Occupier;

(v) smoking is not permitted in the Community Room;

(vi) no excessive noise is permitted in the Community Room; and

(vii) the Community Room must be left in a clean and tidy condition and all rubbish removed after use.

14.3 Functions

The Community Room may be available for functions or use from time to time for Owners or Occupiers on the following terms:

(a) subject to **clause 14.4** bookings may be made through the Building Manager;

(b) the granting of a right to use the Community Room for the purpose of a function is at the absolute discretion of the Building Manager and may be subject to any conditions;

(c) the holding of any function will be subject to any Rules made under this clause from time to time including the payment of a bond;

(d) the approval of a holding of a function may permit catering;

(e) the Building Manager must establish and maintain a booking schedule available for inspection by Owners and Occupiers;

(f) notice of a proposed function should be given at least seven days prior to the proposed function; and

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(g) the Owner or Occupier responsible for the booking of the function:

(i) is responsible for all attendees and any damage caused to the Community Room from the holding of the function; and

(ii) must leave the Community Room clean after use and remove any items and garbage.

14.4 Function Bookings

(a) Bookings for the Community Room may not be made more than six months in advance.

(b) The Building Manager may, at the discretion of the Building Manager, determine a ballot system for bookings for public holidays, Christmas and other religious periods or other periods determined by the Building Manager as peak periods.

14.5 Owners Corporations and Building Management Committee use

The Owners Corporation and Building Management Committee may use the Community Room for the purposes of holding meetings by making a booking with the Building Manager.

14.6 Damage and breach

Owners and Occupiers acknowledge and agree:

(a) the Community Room will be monitored by the CCTV security system and subject to the **clause 11.2**;

(b) breach of the Rules and this **clause 14** may result in the Building Manager serving notice on that Owner or Occupier prohibiting further use of the Community Room; and

(c) Owners and Occupiers are responsible for any damage to the Community Room in accordance with **clause 7.4.**

15 Recreational Facilities

15.1 Shared Facility

(a) The Recreational Facilities are a Shared Facility for use by Owners and Occupiers of the Residential Lots.

(b) Authorised Users and children under the age of 16 years are not permitted to use the Recreational Facilities unless accompanied by an adult Owner or Occupier.

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15.2 Rules

(a) The Building Management Committee may from time to time make rules and impose conditions in relation to use of the Recreational Facilities.

(b) Members, Owners and Occupiers entitled to use the Recreational Facilities must comply with the following terms and conditions:

(i) glass containers or receptacles of any type are not permitted to be taken into or allowed to remain in the Recreational Facilities;

(ii) the equipment associated with the Recreational Facilities must not be damaged or interfered with;

(iii) no smoking, eating, drinking or consumption of alcohol is permitted in the gymnasium; and

(iv) free weights used in the gymnasium must not be dropped or thrown.

(c) Members, Owners and Occupiers entitled to use the Recreational Facilities must comply with any rules that the Building Management Committee made under this clause.

15.3 Damage and breach

Owners and Occupiers acknowledge and agree:

(a) the Recreational Facilities will be monitored by the CCTV security system and subject to the **clause 11.2**;

(b) breach of the Rules and this **clause 15** may result in the Building Manager serving notice on that Owner or Occupier prohibiting further use of the Recreational Facilities; and

(c) Owners and Occupiers are responsible for any damage to the Recreational Facilities in accordance with **clause 7.4**.

16 Landscape Podium

16.1 Shared Facility

The Landscape Podium is a Shared Facility for use by Owners and Occupiers of the Residential Lots.

16.2 Rules

(a) The Building Management Committee may from time to time make rules and impose conditions in relation to use of the Landscape Podium.

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(b) Members, Owners and Occupiers entitled to use the Landscape Podium must comply with the following terms and conditions:

(i) Owners and Occupiers and Authorised Users must ensure that any Authorised User complies with this **clause 16**;

(ii) children under the age of 12 years may use the Landscape Podium only if accompanied and supervised by an adult;

(iii) picnics are permitted on the Landscape Podium subject to the Rules in this clause and any other Rules made by the Building Management Committee;

(iv) noisy or hazardous activities are not permitted in or about the Landscape Podium;

(v) the Landscape podium must be left in a clean and tidy condition and all rubbish removed after use.

(c) Covered pavilion areas and the BBQ space within the Landscape Podium may be booked through the Building Manager on the following terms:

(i) bookings will be subject to any Rules made under this clause or by the Building Management Committee from time to time;

(ii) the Building Manager must establish and maintain a booking schedule available for inspection by Owners and Occupiers;

(iii) the Owner or Occupier responsible for the booking of a pavilion or the BBQ space:

(A) is responsible for any damage caused to the pavilion or the BBQ space or Landscape Podium; and

(B) must leave the pavilion area or the BBQ space and Landscape Podium clean after use and remove any rubbish.

(d) Owners and Occupiers (and any Authorised Users) must comply with any other rules made by the Building Management Committee under **clause 16** in relation to the Landscape Podium.

16.3 Damage and breach

Owners and Occupiers acknowledge and agree:

(a) the Landscape Podium will be monitored by the CCTV security system and subject to the **clause 11.2**;

(b) breach of the Rules and this **clause 16** may result in the Building Manager serving notice on that Owner or Occupier prohibiting further use of the Landscape Podium; and

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(c) Owners and Occupiers are responsible for any damage to the Landscape Podium in accordance with **clause 7.4**.

17 Car Wash Bay & Dog Wash Bay

17.1 Shared Facility

The Car Wash Bay and Dog Wash Bay are a Shared Facility for use by Owners and Occupiers of the Residential Lots.

17.2 Rules

(a) The Building Management Committee may from time to time make rules and impose conditions in relation to use of the Car Wash Bay and Dog Wash Bay.

(b) The:

(i) Car Wash Bay may be used for car washing purposes; and

(ii) Dog Wash Bay may be used for dog washing purposes,

between the hours of 7.30 am and 6.00 pm or such other times as determined from time to time by the Building Management Committee.

(c) Vehicles must not be left in the Car Wash Bay unattended.

(d) Owners and Occupiers using the Car Wash Bay and Dog Wash Bay must be left in a clean and tidy condition and all rubbish removed.

18 Membrane

18.1 Shared Facility

The Membrane is a Shared Facility for the benefit of all Members and their respective Owners and Occupiers of the Lots.

18.2 Works

Members and their respective Owners and Occupiers must:

(a) ensure that any works to a Lot do not interfere with or damage the Membrane to ensure the waterproofing integrity of the Building are maintained at all times; and

(b) pay the costs of repair for any damage to the Membrane caused by that Owner or Occupier or any contractor or person under the control of the Owner or Occupier.

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18.3 Management Committee

The Building Management Committee must:

(a) maintain the Membrane; and

(b) arrange for the immediate repair to any damage to the Membrane,

to a standard which ensures the waterproofing integrity of the Membrane so that the Membrane does not cause water leakage to the Building including the car park.

19 Residential Visitor Car Spaces

19.1 Shared Facility

The Residential Visitor Car Spaces are a Shared Facility for use by Visitors to the Residential Stratum Lots

19.2 Rules

(a) The Building Management Committee may, from time to time, make rules and impose conditions in relation to use of the Residential Visitor Parking Spaces including a booking system through the Building Manager.

(b) Visitors of Owners and Occupiers entitled to use the Visitor Car Spaces must:

(i) use the Residential Visitor Parking Spaces in accordance with the terms of any rules determined by Building Management Committee; and

(ii) not use the Residential Visitor Car Spaces in a manner that breaches this **clause 19** or the conditions of any Development Consent, permit or authorisation or any Law applicable to the Land.

20 Retail Visitor Car Spaces

20.1 Shared Facility

The Retail Visitor Car Spaces are a Shared Facility for use by Visitors to the:

(a) Retail Stratum Lot during Retail Hours; and

(b) Residential Lots outside Retail Hours subject to **clause 20.2**.

20.2 Rules and conditions

(a) The use of the Retail Visitor Car Spaces by Visitors to the Residential Lots outside Retail Hours is subject to the following conditions:

(i) the Retail Visitor Car Spaces must only be used by Visitors to the Residential Lots;

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(ii) residents or occupants of the Residential Lots are not permitted to park in the Retail Visitor Car Spaces;

(iii) Visitors to the Residential Lots must use the Residential Visitor Car Spaces in priority and only use the Retail Visitor Car Spaces if the Residential Visitor Car Spaces are all occupied; and

(iv) the use of the Retail Visitor Car Spaces will be at no cost outside Retail Hours.

(b) The Building Management Committee may, from time to time, make rules and impose conditions in relation to use of the Retail Visitor Parking Spaces, but only with the approval of the Owner of the Retail Stratum Lot.

(c) The Owner of the Retail Stratum Lot has the right (and the Building Management Committee delegates to the Owner of the Retail Stratum Lot the right) to appoint an operator to assist in the operation and management of the Retail Visitor Car Spaces and install equipment for such purpose.

(d) Visitors of Owners and Occupiers entitled to use the Retail Visitor Car Spaces must:

(i) use the Retail Visitor Parking Spaces in accordance with the terms of any rules determined by Building Management Committee;

(ii) subject to **clause 20.2(a)(iv)**, pay any fee charged by the Owner of the Retail Stratum Lot for the use of the Retail Visitor Parking Spaces during Retail Hours (whether visiting the Retail Stratum Lot or Residential Lots); and

(iii) not use the Visitor Car Spaces in a manner that breaches this **clause 20** or the conditions of any Development Consent, permit or authorisation or any Law applicable to the Land.

20.3 Amendment and veto right

Notwithstanding any other provision in this Statement:

(a) the Building Management Committee may not propose to amend or repeal this **clause 20** without first obtaining the prior written consent of the Owner of the Retail Stratum Lot and, if the amendments affect the use of the Retail Visitor Car Spaces by the Visitors of the Residential Lots, the prior written consent of the Owners of the Residential Stratum Lots.;

(b) the Owner of the Retail Stratum Lot has the right to veto any Resolution which is inconsistent with the rights of the Owner of the Retail Stratum Lot; and

(c) the Members acknowledge that the Shared Costs for the Retail Visitor Parking Spaces have been determined on the basis that, subject to **clause 20.2(a)(iv)**, Visitors may be required to pay a fee to the Owner of the Retail Stratum Lot.

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21 Visitor Bicycle Spaces

21.1 Shared Facility

The Visitor Bicycle Spaces are a Shared Facility for use by visitors to each of the Residential Lots on terms of the Visitor Bicycle Space Easement

21.2 Rules

(a) The Building Management Committee may, from time to time, make rules and impose conditions in relation to use of the Visitor Bicycle Spaces, subject to the terms of the Visitor Bicycle Space Easement.

(b) Visitors of Owners and Occupiers entitled to use the Visitor Bicycle Spaces must:

(i) only use the Visitor Bicycle Spaces in accordance with the Visitor Parking Bicycle Space Easement and any rules determined by Building Management Committee; and

(ii) not use the Visitor Parking Spaces in a manner that breaches the conditions of any Development Consent, permit or authorisation or any Law applicable to the Land.

22 Car Share Spaces

22.1 Shared Facility

The Car Share Spaces are a Shared Facility for use by Owners and Occupiers of the Building.

22.2 Development Consent

In accordance with the Development Consent, the Building must include Car Share Spaces.

22.3 Use of Car Share Spaces

The Car Share Spaces must not be used for the storage of goods or parking of other vehicles at any time.

22.4 Car Share Provider

The Building Management Committee will be responsible for Car Share Spaces Management including the entering into agreements or arrangements for the use of the Car Share Spaces with a Car Share provider.

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23 WSUD Assets

23.1 Shared Facility

The WSUD Assets are a Shared Facility for use by all Members and their respective Owners and Occupiers of the Lots.

23.2 Works

Owners and Occupiers must ensure they do not interfere with or damage the WSUD Assets.

23.3 Building Management Committee Obligations

The Building Management Committee must:

(a) maintain the WSUD Assets;

(b) comply with the WSUD Asset Operation and Maintenance Plan;

(c) arrange for the annual WSUD Assets Audit and submit the Audit to SOPA by 30 June each year; and

(d) arrange for the immediate repair to any damage to the WSUD Assets.

23.4 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to

(a) amend the WSUD Asset Operation and Maintenance Plan; or

(b) amend or repeal this **clause 23**

without first obtaining the prior written consent of SOPA.

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PART 5: RETAIL USE AND OPERATION AND BUILDING 5 SIGNAGE

24 Use and Operation

24.1 Retail Permitted Use

Owners and Occupiers of the Retail Stratum Lot must occupy and use the Retail Stratum Lot only for retail purposes permitted by Law and any relevant Authority.

24.2 Operation of the Retail Stratum Lot

Owners and Occupiers of the Retail Stratum Lot must:

(a) use all reasonable endeavours to ensure that invitees and patrons of the Retail Stratum Lot do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building;

(b) ensure that the use of the Retail Stratum Lot is commensurate with the high level quality of the Building; and

(c) maintain the cleanliness and good reputation of the Building, and in that regard Owners and Occupiers of the Retail Stratum Lot must promptly and properly:

(i) dispose of any rubbish; and

(ii) load and unload goods and dispose of garbage for use by the Retail Stratum Lot only during those time permitted by a development consent for the Retail Stratum Lot.

24.3 Development Consent

(a) Subject to compliance with this Statement and the Architectural and Landscape Code, if required, the Members must consent to an Owner or Occupier of the Retail Stratum Lot or a part of the Retail Stratum Lot lodging a development application with an Authority relating to all or part of the Retail Stratum Lot, including a development application with respect to:

(i) fitout, occupation and use of the Retail Stratum Lot or a part of the Retail Stratum Lot; or

(ii) the erection of any advertisements or advertising structures on the Retail Stratum Lot or a part of the Retail Stratum Lot,

(**Retail Development Application**) and must, if required, provide the Owner or Occupier of the Retail Stratum Lot with a written authority addressed to the relevant Authority to make any Retail Development Application.

(b) If the Retail Stratum Lot has the benefit of an Easement or of a Shared Facility and the consent of the Residential Stratum Lot Owners and any other Owner of the Retail Stratum Lot or a part of the Retail Stratum Lot is required by an Authority for the purposes of lodging a Retail Development Application, the Residential Stratum Lot Owner and any other Owner of the Retail Stratum Lot or a part of the Retail Stratum Lot must provide the Owner or Occupier of the Retail Stratum Lot or a part of the Retail Stratum Lot with a written authority addressed to the relevant Authority to make any Retail Development Application.

(c) The Members must not, and must not direct or assist any third party to object to the Owners or Occupier of the Retail Stratum Lot or a part of the Retail Stratum Lot lodging a Retail Development Application with an Authority and must, on request of the relevant Owner or Occupier provide any assistance reasonably required to assist the Owners or Occupier in obtaining the Authority's consent to the Retail Development Application.

(d) The matters set out in this **clause 24.3** must not be the subject of expert determination under **clause 36** of this Statement.

24.4 Future Services

(a) Owners and Occupiers of the Retail Stratum Lot may from time to time seek to install new Services in the Building (including outside the Retail Stratum Lot) for the purpose of carrying out a business in the Retail Stratum Lot.

(b) Members must not object to an Owner or Occupier of the Retail Stratum Lot installing new Services outside the Retail Stratum Lot, if;

(i) the Owner or Occupier of the Retail Stratum Lot seeking to install the Service has development consent to occupy and use the Retail Stratum Lot;

(ii) the proposed Service is reasonably required by the Owner or Occupier of the Retail Stratum Lot for the purpose of the approved business under the development consent;

(iii) the location or nature of the proposed Service cannot be located or accommodated in any existing easement; and

(iv) the location and nature of the proposed Service does not unreasonably interfere with the use and enjoyment of a Member's Lot, damage the structure of the Member's Lot and must be concealed unless in a Plant Area.

24.5 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 24** without first obtaining the prior written consent of the Owner of the Retail Stratum Lot.

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25 Retail Signage

25.1 Signage Requirements

(a) Owners and Occupiers of Retail Stratum Lots must:

(i) obtain all necessary approvals from all relevant Authorities for any Signage; and

(ii) comply with the rules in **clause 25.2**:

(b) Each Owner or Occupier of a Retail Stratum Lot must:

(i) maintain, repair and replace the Signage affixed by that Owner or Occupier; and

(ii) keep the Building Management Committee indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this **clause 25**.

(c) Damage to the Building façade or any Common Property or Lot caused by an Owner or Occupier of the Retail Stratum Lot in relation to the affixing or removal of any Signage must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee and the Retail Stratum Lot Owner.

25.2 Rules

(a) Any Signage affixed to the Retail Stratum Lot or otherwise to the Building by an Owner or Occupier of the Retail Stratum Lot must comply with the following requirements:

(i) be compatible with the streetscape character in scale, detail and overall design, without obscuring or dominating important views;

(ii) adhere to the SOPA Signage Guidelines;

(iii) signage must not have any light emission that may cause disruption to another Owner and Occupier of any Lot;

(iv) signage must be professional in design and finish and must relate to the branding of the retail or commercial business conducted within the Retail Stratum Lot; and

(v) if signage is connected to power, such power must be connected to the Retail Stratum Lot or separately metered and not be connected to the power supply for any other part of the Building or any other Lot.

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(b) Nothing contained in this **clause 25** entitles an Owner or Occupier of the Retail Stratum Lot to affix any Signage without first obtaining any necessary consent from all relevant Authorities.

(c) Owners, Occupiers and Members must not, and must not direct or assist any third party to, object to any Signage provided that the Signage:

(i) complies with this Statement; and

(ii) complies with any relevant Authority requirements.

25.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 25** without first obtaining the prior written consent of the Owner of the Retail Stratum Lot.

26 Building 5 Signage

26.1 Permitted Signage

(a) The Residential Stratum Lot 5 Owner is permitted to erect Signage in the location set out in the Signage Plan subject to compliance with this **clause 26.**

(b) The Residential Stratum Lot 5 Owner must:

(i) obtain all necessary approvals from all relevant Authorities for any Signage;

(ii) comply with the rules in **clause 26.2**:

(iii) maintain, repair and replace the Signage affixed; and

(iv) keep the Building Management Committee indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this **clause 26.**

(c) Damage to the Building façade or any Common Property or Lot caused by the Residential Stratum Lot 5 Owner in relation to the affixing or removal of any Signage must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Building Management Committee.

26.2 Rules

(a) Any Signage affixed by the Residential Stratum Lot 5 Owner must comply with the following requirements:

(i) be compatible with the streetscape character in scale, detail and overall design, without obscuring or dominating important views;

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(ii) adhere to the SOPA Signage Guidelines;

(iii) signage must not have any light emission that may cause disruption to another Owner and Occupier of any Lot; and

(iv) if signage is connected to power, such power must be connected to Residential Stratum Lot 5 or separately metered and not be connected to the power supply for any other part of the Building or any other Lot.

(b) Nothing contained in this **clause 26** entitles the Residential Stratum Lot 5 Owner to affix any Signage without first obtaining any necessary consent from all relevant Authorities.

(c) Owners, Occupiers and Members must not, and must not direct or assist any third party to, object to any Signage provided that the Signage:

(i) complies with this Statement; and

(ii) complies with any relevant Authority requirements.

26.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 26** without first obtaining the prior written consent of the Residential Stratum Lot 5 Owner.

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PART 6: MAINTENANCE, REPAIR AND UPGRADING

27 Maintenance, Repair and External Appearance

27.1 Owners Corporation

(a) An Owners Corporation who is a Member must carry out its obligations under Section 106 of the Management Act.

(b) An Owners Corporation who is a Member must not make a determination under Section 106(3) of the Management Act without the consent of the Building Management Committee.

(c) If an Owners Corporation breaches **clause 27.1(b)**, the Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.

(d) The obligations of an Owners Corporation under **clause 27.1(a)** commence on creation of that Owners Corporation with respect to the relevant Stratum Lot.

(e) An Owners Corporation must comply on time and at its costs with its obligations under the Architectural and Landscape Code.

(f) An Owners Corporation must refuse consent to an application by a Strata Lot Owner or Strata Lot Occupier to carry out Building Works if the proposed Building Works or Landscape Works do not comply with the Architectural and Landscape Code.

27.2 Strata Lot Owners

(a) Owners and Occupiers of Strata Lots must comply on time and at their cost with their obligations under the Architectural and Landscape Code.

(b) Owners and Occupiers of Strata Lots must comply with their obligations under the by-laws for the Strata Scheme relevant to their Strata Lot in connection with the carrying out of Building Works.

(c) Owners and Occupiers of Strata Lots must not carry out Building Works without first obtaining the written consent of the Owners Corporation for their Strata Lot to the carrying out of the Building Works in the manner required by the by-laws for the Strata Scheme relevant to their Strata Lot.

27.3 Stratum Lot Owners

(a) If a Member is not an Owners Corporation, the Member must properly maintain and keep in a state of good and serviceable repair that part of the Building within the relevant Member's Lot.

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(b) The obligations of a Stratum Lot Owner under **clause 27.3(a)** commence upon the date being the date of first issue of an occupation certificate with respect to the relevant Stratum Lot.

27.4 Access into other Members' areas

(a) Each Member and the Member's respective Owners and Occupiers must allow the other Members, Owners and Occupiers at reasonable times on reasonable notice to access that Member, Owner or Occupiers Lot, or if the Member is an Owners Corporation, the Common Property of the relevant Strata Scheme, in order to have access to:

(i) items within that Member, Owner or Occupiers Lot; or

(ii) the Common Property of the relevant Strata Scheme; or

(iii) the site of any Easement,

to carry out repairs, maintenance, inspections, tests, renewals and replacements where alternative access is not reasonably available for is likely to be substantially more costly.

(b) Each Member and the Member's respective Owners and Occupiers must allow the Building Management Committee at reasonable times on reasonable notice to access that Member, Owner or Occupiers Lot (including the balcony of that Lot) for the purposes of cleaning the exterior of the Building (including windows).

27.5 Obligations

The obligations of each Member under **clauses 27.1** and **27.3** extend to:

(a) maintaining the structures, conduits, machinery, equipment and other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Member's Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition; and

(b) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, having an adverse impact on the proper functioning of the Shared Facilities.

27.6 Exclusion

Clauses 27.1, 27.3, 27.4 and **27.5** do not apply to the Shared Facilities.

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27.7 Construction Period

This **clause 27** is subject to the rights of the Original Land Owners and Contractor under **Part 7** during the Construction Period.

28 Failure of Member to carry out its obligations

28.1 Obligations

(a) If a Member does not carry out its obligations under **clause 27**, the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of **clause 27**, including:

(i) carrying out work on the Member's Lot to do anything the Member has failed to do under **clause 27**; and

(ii) enter the Member's Lot with or without tools and equipment and remain there for the period of time for that purpose.

(b) In exercising its rights under this **clause 28**, the Building Management Committee must:

(i) ensure that all work is done properly;

(ii) ensure that all works are in keeping with the aesthetics and architecture of the Building;

(iii) ensure any works do not affect the waterproofing integrity of the Building;

(iv) cause as little interference as practical to any Occupier of the Member's Lot;

(v) cause as little damage as practical to the Member's Lot and any improvements on that Member's Lot; and

(vi) if damage is caused by the Building Management Committee, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.

(c) Except where urgent work is required, the Building Management Committee must:

(i) before exercising its rights under **clause 28**, give the Member written notice specifying a reasonable period of time for that Member to carry out that Member's obligation under **clause 27**, having regard to the nature of the obligation not performed; and

(ii) give the Member reasonable notice of the Building Management Committee's intention to enter the Member's Lot.

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28.2 Access

If the Building Management Committee must do work on or in a Lot under **clause 28.1**, the Member must give the Building Management Committee or persons authorised by it to access the Lot.

28.3 Costs

The direct and indirect costs of carrying out any work under this **clause 28** shall be a debt payable by the Member to the Building Management Committee on demand.

29 Emergency Repairs

29.1 Rights of access

(a) The Building Management Committee and persons authorised by the Building Management Committee can enter and remain in all parts of the Building in order to carry out Emergency Repairs to the Building.

(b) The Building Management Committee must cause as little inconvenience as is reasonable to Members, Owners and Occupiers in carrying out its rights under this clause given the type of emergency.

(c) The Building Management Committee and persons authorised by the Building Management Committee must carry out the Emergency Repairs to the Building within 24 hours or being notified of the emergency.

(d) If the Building Management Committee fails to carry out the Emergency Repairs within 24 hours as required under **clause 29.1(c)** a Member, an Owner or an Occupier may procure the carrying out of the Emergency Repairs and that Member, Owner or Occupier will be entitled to be reimbursed for reasonable costs incurred in procuring the Emergency Repairs.

29.2 Damage by Member

If the Emergency Repairs carried out by the Building Management Committee are required as a result of damage occasioned by a Member, Owner or an Occupier, that Member, Owner or Occupier is responsible to reimburse the Building Management Committee for those costs.

29.3 Emergency Call Out Fees

The Building Management Committee may pass on the cost of any false alarm call out fee charged by Fire and Rescue NSW to the relevant Member.

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30 Upgrading, Redevelopment and other Works

30.1 Architectural and Landscape Code and Approvals

This **clause 30** is subject to obtaining approvals under and compliance with **Part 10** of this Management Statement.

30.2 Works

(a) Each Party acknowledges that upgrading and redevelopment works may be carried out in the Building, including to Common Property or to Lots.

(b) Each Party agrees to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member.

30.3 Stratum Lot Works

(a) Each Stratum Lot Owner must provide reasonable notice to the Building Management Committee of any scheduled upgrading and redevelopment works within the Building.

(b) The Parties will allow Stratum Lot Owners and their respective employees, contractors and consultants access, on giving of reasonable notice, to those parts of the Building (other than a Residential Lot or retail premises with the Retail Stratum Lot) which a Stratum Lot Owner reasonably requires to access for the purpose of:

(i) carrying out any works;

(ii) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;

(iii) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and

(iv) carrying out any work relating to the temporary propping or structural support of the Building,

approved under **Part 10** of this Management Statement.

(c) In exercising its rights under this **clause 30.3**, a Stratum Lot Owner must:

(i) ensure that all work is done properly;

(ii) ensure that all works are in keeping with the aesthetics and architecture of the Building;

(iii) ensure any works do not affect the waterproofing integrity of the Building;

(iv) cause as little interference as practical to other Owners and Occupiers;

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(v) cause as little damage as practical to the Building (including to Common Property and Lots); and

(vi) if damage is caused by the Stratum Lot Owner, restore the Building (including Common Property and Lots) as nearly as practicable to the condition it was in before the damage occurred.

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PART 7: CONSTRUCTION PERIOD

31 Construction Period

31.1 Construction Works

The Parties acknowledge that:

(a) the Building and components of the Building will be constructed in stages and all components of the Building may not have been constructed at the date of registration of this Statement;

(b) all Shared Facilities may not have been constructed or completed at the date of registration of this Statement and further Shared Facilities may be constructed as part of the Construction Works;

(c) all components of the Building that are to be subdivided may not have been subdivided at the date of registration of this Management Statement and

(d) the completion of the Building and the Construction Works may be carried out by the Original Land Owners or the Contractor without the consent of the Parties.

31.2 Original Land Owners and Contractor

The Parties acknowledge that at the date of registration of this Statement:

(a) the Original Land Owners are the owners of the Land;

(b) the Contractor has the right to implement and manage construction of the Building and the carrying out of the Construction Works; and

(c) the Constructions Works the subject of this **Part 7** may be carried out by the Contractor or another party authorised by the Contractor.

31.3 Construction Period

During the Construction Period, the Parties must allow the Contractor and the Contractor's employees, contractors and consultants to:

(a) carry out the Construction Works in any part of the Building on and from the date of this Statement without any need for the approval of the Parties, but subject to the terms of any Easements and covenants and to the requirements of any Laws;

(b) effect registration of any plans of subdivision in relation to any of the components of the Building;

(c) carry out Selling and Leasing Activities.

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31.4 Consent

A Party must consent to, and must execute all documentation and do all things necessary to provide consent to, any plans and documents (including the creation of any Easements and covenants and comply with **clause 2.5**) as required by the Original Land Owners or Contractor, for the carrying out and successful completion of the Construction Works including:

(a) any additional strata management statements to accompany any future strata plan for buildings in future stages (if required by the Contractor); and

(b) any application to the Registrar-General to waive the requirement under the Development Act to register additional strata management statements with the strata plan(s) for the buildings in further stages (if required by the Original Land Owners or Contractor;

(c) any consents under the Development Act to permit registration of strata plans and any necessary strata management statements for buildings not yet constructed but contemplated by this strata management statement; and

(d) any consents or documents required to give effect to the Construction Works and completion and subdivision of the Building.

31.5 Party Obligations

(a) Each Party agrees not to:

(i) object to the Construction Works by the Contractor;

(ii) hinder or prevent any Construction Works by the Contractor; and

(iii) object to the registration of any document or amendment of this Statement in connection with the Construction Works.

(b) Each Strata Lot Owner must vote in favour of any motion at a meeting of the Owners Corporation for that Strata Lot to give effect to any consents requires of an Owners Corporation under **clause 31.4**.

31.6 Shared Facilities

The Contractor may carry out Construction Works to Shared Facilities including the installation of new Shared Facilities or the augmentation of existing Shared Facilities. The Contractor may, as part of the Construction Works:

(a) temporarily disconnect existing Shared Facilities;

(b) relocate existing Shared Facilities;

(c) complete Construction Works on Shared Facilities not completed at the time of registration of this Management Statement.

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31.7 Right to Access

The Parties will allow the Contractor and the Contractor's employees, contractors and consultants during the Construction Period to access all parts of the Building which the Contractor reasonably requires to access for the purpose of:

(a) carrying out the Construction Works for the relevant stage;

(b) connecting, installing, extending, augmenting, maintaining or accessing any existing Services and Shared Facilities;

(c) connecting, installing, extending, augmenting, maintaining or accessing any future Services and Shared Facilities;

(d) carrying out any work relating to the temporary propping or structural support of the Building; and

(e) materials handling and storage, site accommodation, crane swing, hoist or plant use, deliveries, construction waste removal, concrete pumping and works associated with the Construction Works.

31.8 Obligations of Contractor

The Contractor must, when carrying out the Construction Works:

(a) comply with the requirements of all Authorities and the consents from all Authorities;

(b) ensure the works are carried out in a proper and workmanlike manner;

(c) only carry out works within times permitted by any Development Consent.

31.9 Repair

The Building Management Committee must procure the Contractor to:

(a) repair any damage caused to the Common Property or other parts of the Building as a result of the carrying out the works described in **clause 31.1.**

(b) not cause unreasonable inconvenience to the Parties as a result of the carrying out the works described in **clause 31.1**.

31.10 Meetings

(a) This **clause 31** applies in relation to any meetings during the Construction Period.

(b) During the Construction Period:

(i) a meeting of the Building Management Committee for the purposes of making a decision in relation to the Construction Works the subject of this **Part 7** may be convened by a Representative of any of the Original Land Owners;

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(ii) a quorum for all meetings of the Building Management Committee comprises the Representatives of each of the Original Land Owners as the owner of any part of the Building;

(iii) a quorum is not constituted unless the Representatives of the Original Land Owners as the owner of any part of the Building are present at the meeting; and

(iv) the votes by the Representatives of the Original Land Owners as the owner of any part of the Building is sufficient to pass or defeat a motion included in the notice for a meeting of the Building Management Committee if the motion is about the Construction Works or any matters the subject of **Part 7**.

31.11 Indemnity in favour of Original Land Owners

A Party who breaches its obligations in this clause agrees to indemnify the Original Land Owners and Contractor and keep the Original Land Owners and Contractor indemnified for all costs, losses, expenses and damages incurred by the Original Land Owners and Contractor arising and in breach of this clause by that Party.

31.12 Retail Stratum Lot Works

During the Construction Period, the Parties must allow the Retail Stratum Lot Owner and the Retail Stratum Lot Owner's employees, contractors and consultants to carry out works approved under the Retail Development Application on and from the date of this Statement as if it were the Contractor, without any need for the approval of the Parties, but subject to the terms of any Easements and covenants and to the requirements of any Laws.

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PART 8: FINANCIAL MATTERS AND INSURANCE

32 Financial Affairs

32.1 Administrative and Sinking Fund

(a) The Building Management Committee must establish an administrative fund and a sinking fund within three months of registration of this Statement.

(b) Until such time as a sinking fund report is completed and received by the Building Management Committee, the sinking fund may be determined by the Building Management Committee to be a nominal amount or NIL.

(c) As soon as practicable after the sinking fund report is completed and received by the Building Management Committee, the Building Management Committee may determine the contribution of each Member to the sinking fund, having regard to the Shared Facilities and to the recommendations of the sinking fund report.

(d) The administrative fund and sinking fund must be maintained by the Administration Manager or if no Administration Manager is appointed, by the Building Management Committee.

(e) The administrative fund must be used to pay the costs of:

(i) operating, maintenance, repair and compliance of the Shared Facilities (including energy and water usage);

(ii) Insurance;

(iii) administration; and

(iv) any other costs which are not amounts which are to be paid from the sinking fund.

(f) The sinking fund must be used to pay the costs of the renewal and replacement of Shared Facilities.

32.2 Budget

(a) The Building Management Committee must determine a budget for each 12 month period.

(b) The budget must be based on an estimate of the costs and expenditures to:

(i) pay Shared Costs;

(ii) pay any Building Management Fees and Administration Management Fees;

(iii) effect the Insurances; and

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(iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.

(c) The budget must contain details of:

(i) each item or matter, including Shared Costs, for which a Member is responsible;

(ii) each Member's proportion of a particular matter or item;

(iii) the amount of that proportion to be paid into the sinking fund and administrative fund (if applicable); and

(iv) the amount and date of each payment which a Member must make.

(d) The budget must reflect that until the completion of the Building, only some of the Shared Facilities will be operational.

32.3 Year End

(a) The Building Management Committee must determine the Year End for accounting purposes.

(b) The budget must be for the relevant Year.

32.4 Notice of Payment to Members

The budget must be submitted to each Member together with a notice advising:

(a) the total expenditure for the 12 month period to which the budget relates;

(b) the amount that each Member must pay in the 12 month period to the administrative and sinking funds in accordance with the budget; and

(c) the date each payment is due.

32.5 Payment by Members

(a) The Building Management Committee must levy Members for contributions it will need for its administrative fund and sinking fund based on the budget for each Year and the Shared Costs under **clause 7.5**.

(b) A Member must pay each amount on the date the payment is due.

(c) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

32.6 Interest for Late Payment

(a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.

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(b) The Building Management Committee must calculate interest on daily balances at the rate equal to 10% per annum or such other rate prescribed by the Strata Schemes Management Regulation, 2016.

(c) The Building Management Committee may at their absolute discretion elect to waive the payment of interest by a Defaulting Member.

32.7 Financial Statement

As soon as practicable, but no later than three months, after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds of the Building Management Committee.

32.8 Additional Amounts Payable

If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

32.9 Deposit of Moneys

The Building Management Committee must:

(a) deposit all amounts received from Members into its administrative fund and sinking fund as applicable;

(b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and

(c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

32.10 Dispute

(a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.

(b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

32.11 Surplus Funds

The Building Management Committee may decide to distribute surplus funds to the Members by Unanimous Resolution pursuant to **clause 5.6** (having regard to the proportions in which the Members contributed the surplus funds).

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32.12 Subdivision Plan and Contributions

If a plan of subdivision is registered to create two or more Stratum Lots, the Owners of the new Stratum Lots must contribute to the administrative fund and sinking fund according to the contributions applicable to the Stratum Lot prior to subdivision.

33 Books and Records

33.1 Obligations of the Building Management Committee

(a) The Building Management Committee must:

(i) keep records and books of account of all the amounts payable and payments made under this Statement;

(ii) enter all matters and transactions usually entered in books of account kept by property managers;

(iii) keep a copy of this Statement;

(iv) keep copies of all agendas, motions and minutes;

(v) hold the executed agreement with the Administration Manager and Building Manager and any other agreements it has entered into in relation to Shared Facilities;

(vi) keep the details of Representatives and Substitute Representatives in accordance with **clause 3.3**;

(vii) keep audit reports and budgets;

(viii) keep notices served on the Building Management Committee and notices served by the Building Management Committee; and

(ix) keep Insurance records.

(b) The Building Management Committee must retain all records, agreements and books of account for a period of six years.

33.2 Inspection of Books and Records

(a) Members and persons authorised by Members may inspect the Building Management Committee's records by:

(i) applying in writing to the Building Management Committee; and

(ii) paying the Building Management Committee a fee (determined in accordance with the Management Act).

(b) Copies may be taken by persons inspecting the records under **clause 33.2(a)** so long as the Building Management Committee is reimbursed for any costs incurred.

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34 Insurances

34.1 Insurances

The Building Management Committee must:

(a) effect building insurance in accordance with the Act;

(b) effect machinery breakdown insurance for Shared Facilities (which are not covered under warranty);

(c) effect public liability insurance for Shared Facilities; and

(d) effect any other type of insurance which the Building Management Committee determines by Resolution (such as office bearers liability insurance or workers compensation insurance).

34.2 Public Liability Insurance

Each Member must have a current public liability insurance policy at all times and provide a current valid copy to the Building Management Committee.

34.3 Insurance Policies

The Building Management Committee must take out each policy in the joint names of each Member.

34.4 Review Insurances

The Building Management Committee must:

(a) review the Insurances at least once every 12 months;

(b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and

(c) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Building.

34.5 Payment of Premiums

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in Section 162 of the Management Act or as determined by the Tribunal under section 162(3) or 162(4) of the Management Act.

34.6 Exemption

(a) The Original Land Owners or Contractor, may make an application under the Management Act for an exemption from the liability to effect building damage policy insurance in respect of any part of the Building that has not been completed and an occupation certificate issued at the date of registration of this Management

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Statement (on the condition that the Contractor will effect insurances for those components of the Building during the Construction Period).

(b) A Party must provide consent, if required, and do all things reasonably necessary including signing all documents and passing all necessary resolutions to allow the or Contractor, to lodge an application for exemption as contemplated under this **clause 34.6**.

(c) If the Contractor obtains an order under the Management Act granting an exemption as contemplated in **clause 34.6(a)**, the Building Management Committee is not required to effect building damage policy insurance for those components of the Building the subject of the exemption during the period of the exemption.

34.7 Proceeds of Insurance

(a) The Building Management Committee must:

(i) apply any payments received under any building policy for the Building to rebuild or reinstate the damaged part or parts of the Building; and

(ii) rebuild or reinstate the damaged parts of the Building within a reasonable time.

(b) Each Member must apply any payments received under a building policy effected by the Building Management Committee to rebuild or reinstate the damaged area of the Building and rebuild or reinstate that part of the Building within a reasonable time.

34.8 Affect Insurances

(a) A Party must not at any time do anything that might:

(i) void or prejudice the Insurances; or

(ii) increase the Insurance premiums,

except with the consent of the Building Management Committee.

(b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.

35 Use by a Party of property

If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Buildings, that Party:

(a) does so at its own risk; and

(b) releases the other Party from any:

(i) claim and demand of any kind; and

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(ii) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Building,

unless the damage, death or injury is caused by that Party.

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PART 9: GENERAL DISPUTES AND NOTICES

36 Disputes

36.1 Notice of Dispute

(a) Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this **clause 36.**

(b) A Member may at any time notify the other Members of a dispute in connection with this Statement.

(c) A notice advising of a dispute must:

(i) identify the subject matter of the dispute;

(ii) state the facts upon which the Member relies;

(iii) identify the provisions of the Statement relevant to the dispute;

(iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and

(v) contain any particulars of the amount in dispute (if any).

(d) Members must use all reasonable endeavours to resolve a dispute within ten Business Days after a notice is served under **clause 36.1(c)**.

(e) If the dispute is not resolved within ten Business Days from the time of receipt of the notice referred to in **clause 36.1(b)**, a Member may by written notice request the Building Management Committee to convene a meeting to discuss whether to:

(i) refer the dispute to the Tribunal under Chapter 5 Part 5 of the Management Act;

(ii) refer the dispute for mediation under Chapter 5 Part 2 of the Management Act; or

(iii) if the dispute is not appropriate for mediation, apply for an order under Chapter 5 Part 1 of the Management Act.

36.2 Appointment of an Expert

(a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of five Business Days from the meeting, submit the dispute for decision by an Expert.

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(b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of New South Wales to appoint an appropriate Expert given the nature and subject of the dispute.

(c) The Expert acts as an expert and not as an arbitrator.

(d) Except as to matters of Law and a dispute over an amount in excess of $200,000.00, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.

(e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.

(f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.

(g) Each Member may make written submissions to the Expert about the dispute and costs.

36.3 Submission to Expert

(a) If a Member makes a submission, that Member must:

(i) submit it within ten Business Days of the appointment of the Expert; and

(ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.

(b) A Member who makes a submission must:

(i) co-operate with the Expert; and

(ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.

(c) **Clause 36.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

(d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

36.4 Expert's Determination

The Expert must:

(a) give reasons for the determination; and

(b) determine how the cost of any determination is paid.

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36.5 Commencement of Action

(a) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause 36.**

(b) When a dispute concerns a matter that falls within the jurisdiction of the Tribunal, legal proceedings must, in the first instance, be commenced in the Tribunal.

37 Notices and Service

37.1 Notices

(a) A notice or communication under this Statement must be in writing in English.

(b) A notice or communication under this Statement may be given:

(i) by hand;

(ii) by facsimile transmission;

(iii) by email (but only to an email address provided by the recipient for the purposes of this clause); or

(iv) by security post.

(c) A notice is deemed to be given:

(i) if sent by hand, at the time of delivery;

(ii) if sent by facsimile transmission, at the time the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time recorded on the transmission report;

(iii) if sent by email, on the business day after the document is sent; and

(iv) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

37.2 Service by Facsimile

Clause 37.1(c)(ii) does not apply if:

(a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

(b) the transmission report of the sender indicates a faulty or incomplete transmission.

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37.3 Service by Email

Clause 37.1(c)(iii) does not apply if the sender receives a notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.

37.4 Address

(a) Each Member must address a notice to the Representative of a Member as notified under **clause 3.3(d)**.

(b) Anything done by a Representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.

37.5 Notices to the Building Management Committee

A notice (or other document) may be served on the Building Management Committee in accordance with this **clause 37** to the Strata Manager appointed under **clause 6**, or, if no Strata Manager is appointed the Chairperson.

38 General

38.1 Waiver

A provision of or right created under this Statement may only be:

(a) waived if the waiver is in writing and signed by the Member granting the waiver; or

(b) varied if the variation is in writing and signed by each Member.

38.2 Exercise of a right

(a) A Member may exercise a right:

(i) at the Member's discretion: and

(ii) separately or together with another right.

(b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.

(c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

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38.3 Severance

(a) Subject to **clause 38.3(b)**:

(i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite **clause 38.3(a)(i)**, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole provision must be severed.

(b) If an event under **clause 38.3(a)** occurs, the remainder of this Statement continues in full force and effect.

38.4 Consent

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

(a) give the Member's consent conditionally or unconditionally; or

(b) withhold the Member's consent.

38.5 Entire Statement

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

38.6 To the extent the Law permits

The terms of this Statement apply to the extent the Law permits.

38.7 Cumulative rights

A Member's rights under this Statement are in addition to the rights of the Members at Law.

38.8 Further assurances

Each Member at the Member's own expense must:

(a) do everything reasonably necessary to give effect to:

(i) this Statement; and

(ii) the transactions contemplated by this Statement, including the execution of documents; and

(b) make a reasonable effort to cause relevant third parties to do likewise.

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PART 10: ARCHITECTURAL AND LANDSCAPE CODE

39 Overview

39.1 Preserving the theme

This Part controls and preserves the architectural and landscape essence and theme of the Building.

39.2 Architectural and Landscape Code

The Building Management Committee and Owners Corporation must not amend, add to or cancel the Architectural and Landscape Code:

(a) without a unanimous resolution;

(b) without the prior written consent of SOPA; or

(c) if the proposed amendment, addition or cancellation does not comply with the Master Plan.

SOPA must not unreasonably withhold its consent of the proposed amendment, addition or cancellation complies with the Master Plan.

39.3 Complying with the Architectural and Landscape Code

(a) The Owners Corporation and Owners and Occupiers of the Residential Strata Schemes must comply on time and at its cost with obligations under the Architectural and Landscape Code registered with the Residential by-law Instrument and the requirements under this Statement including **clauses 42** to **45**.

(b) Owners and Occupiers of the Residential Stratum Lots must comply on time and at its cost with obligations under the Architectural and Landscape Code registered with this Statement and the requirements under this Statement including **clauses 42** to **45**. Owners and Occupiers of the Retail Stratum Lot must comply on time and at its cost with obligations under the Architectural and Landscape Code registered with this Statement including **clauses 42** to **45**.

39.4 Approving Building Works and Landscaping Works

(a) In addition to obligations under the Architectural and Landscape Code, Owners and Occupiers must obtain consent from:

(i) the Owners Corporation in the case of works to a Strata Lot or the Common Property; and

(ii) the Building Management Committee in the case of works to a Retail Stratum Lot, and

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(iii) the Building Management Committee in the case of works to a Residential Stratum Lot that is not subject to a By-law Instrument

before carrying out Building Works or Landscaping Works.

(b) The Owners Corporation or Building Management Committee as the case may be must refuse consent if the proposed Building Works or Landscaping Works do not comply with the Architectural and Landscape Code or the Master Plan.

39.5 Inconsistencies

If there is an inconsistency between the Statement and the Architectural and Landscape Code, the Statement prevails.

40 Shared Facility Works

40.1 Shared Facilities

If a Member, Owner or Occupier proposes to carry out works to the Shared Facilities, the Member, Owner or Occupier must obtain consent from the Building Management Committee before carrying out the works.

41 Stratum Lots Works

41.1 Compliance

When carrying out any works to a Stratum Lot, a Member, Owner or Occupier must comply with:

(a) this Statement and the Architectural and Landscape Code;

(b) any conditions imposed by the Building Management Committee under **clause 41.2**;

(c) all consents and approvals granted by the relevant Authority; and

(d) all Laws.

41.2 Works

(a) Owners, Occupiers and Members of a Stratum Lot must not carry out any works to any external area or façade or structure within a Stratum Lot which substantially changes the external appearance, façade or structure of the Building, including any changes to or the erection of:

(i) the colour of any surface;

(ii) the type or quality of the materials used (unless such materials are of a higher quality);

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(iii) the reflective nature of any surface;

(iv) the soundproofing qualities of any materials or surface;

(v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like;

(vi) the nature of any hard surface, paving or walkway (unless such materials are of a higher quality);

(vii) the nature of any soft surface or grassed area;

(viii) the landscaping of any outside areas (other than landscaping located within the Residential Stratum Lots);

(ix) the external lighting; or

(x) satellite dishes, aerials or other communication devices (unless the satellite dish, aerial or communication device is installed in accordance with an easement)

unless the Owner, Occupier or Member has first obtained the consent of the Building Management Committee to undertake the works and otherwise complied with the provisions contained in the Architectural and Landscape Code and this Statement.

(b) Owners, Occupiers and Members must, as far as is practicable, maintain the appearance of an external area, façade or structures on or within a Lot substantially in accordance with the appearance:

(i) as at the time the of the issue of an occupation certificate for that part of the Lot; or

(ii) previously approved by the Building Management Committee.

41.3 Slab

(a) Any chasing or trenching the concrete slab is not permitted.

(b) The floor loadings of the Retail Stratum Lot are considered suitable for Retail uses however where an Owner or Occupier of the Retail Stratum Lot intends to install any large items or to apply point loadings to the floor, engineer's advice and approval is required to be provided to the Building Management Committee.

(c) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code and must be pre-approved by a structural engineer to ensure no damage occurs to post tension or conventional reinforcement that will affect the structural integrity of the slab. A certification from a suitably qualified engineer must be provided to the Building Management Committee prior to the commencement of any works.

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(d) No hot work is to be undertaken without the issue of a hot work permit by the Owners Corporation representative.

41.4 Minor Works

Clause 41.2 does not apply to Owners, Occupiers and Members carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

42 Approvals

42.1 Obligations

Despite anything else in this Statement, a Member, Owner or Occupier must obtain all necessary approvals from:

(a) the Building Management Committee and any other party as required under the provisions of the Statement;

(b) the Owners Corporation under the Residential By-law instrument;

(c) all Authorities,

before a Member, Owner or Occupier carries out any works, erects signs or does anything else in a Lot (including works approved or for which you need approval under the Architectural and Landscape Code).

42.2 Timing

A Member, Owner and Occupier may apply for approval from an Authority to carry out works only after the Member, Owner or Occupier has obtained any necessary approval from the Building Management Committee where required by this Statement.

43 Insurance

A Member, Owner or Occupier must ensure that all tradespeople who undertake any works on a Lot are adequately insured and comply with all applicable Laws.

44 Building Standards

A Member, Owner or Occupier must ensure that all works undertaken to a Lot comply with Australian Standards, rules, regulations and other applicable Laws.

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45 Fire Protection & Alarms

(a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the relevant Owner, Member and the Building Management Committee.

(b) If the carrying out of works to a Lot by a Member, Owner or Occupier requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Member, Owner or Occupier.

(c) A Member, Owner or Occupier is prohibited from carrying out work on the emergency or fire protection services which involves the isolation or disruption of the service without the approval of the Building Management Committee.

(d) The Building Management Committee may, in its discretion, determine the period for a shutdown of services.

(e) Any changes, modifications or additions to the base building fire protection systems shall be carried out by the base building qualified contractor.

(f) On completion of the works described in **clause 45(e)**, the fire protection systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

45.2 Alarms

A Member, Owner or Occupier may install a security alarm in a Lot without consent from the Building Management Committee if:

(a) the alarm is a "back to base" facility;

(b) the alarm is silent;

(c) the alarm does not have flashing lights;

(d) the installation is not attached to or interferes with the Common Property (for example, is not attached to the ceiling of a balcony); and

(e) the installation is not attached to or interferes with a Shared Facility.

45.3 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with a Shared Facility, the Member, Owner or Occupier must obtain consent from the Building Management Committee before the installation of the alarm.

45.4 Other security devices

A Member, Owner or Occupier must have consent from the Building Management Committee to install any type of security device not contemplated by this **clause 45**. The

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Building Management Committee will generally consent to the installation of other security devices if:

(a) the device is in keeping with the appearance of the Building; and

(b) the device is not likely to cause a nuisance to or interfere with the enjoyment of a Member, Owner or Occupier.

46 Construction Period

Clauses 39 to **45** do not apply to the Original Land Owners and the Contractor carrying out the Construction Works during the Construction Period.

47 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal **clauses 39** to **47** without obtaining the prior written consent of SOPA.

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Executed by and on behalf of)
Sydney Olympic Park Authority)
ABN 68 010 941 405 by an Authorised)
Officer in the presence of:)

.....
Signature of Witness

PETRA SERRÃO
.....
Name of Witness (please print)

Level 8, 5 Olympic Boulevard
Address of Witness Sydney Olympic Park

.....
Signature of Authorised Officer, hereby executing this document or otherwise, does not accept any liability in any capacity (personal or otherwise)

NICHOLAS HUBBLE
Name of Authorised Officer (in full)

Executive Director
Capacity of Authorised Officer

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Executed by **Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/~~other Director~~

Michelle Favelle
Company Secretary

Name of Secretary/~~other Director~~ in full

Signature of Director or ~~Sole Director and Secretary~~

Shane Michael Gannon

Name of Director or ~~Sole Director and Secretary~~ in full

Executed by **Mirvac BTR Sub Company B Pty Ltd ACN 627 445 470** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/~~other Director~~

Michelle Favelle
Company Secretary

Name of Secretary/~~other Director~~ in full

Signature of Director ~~or Sole Director and Secretary~~

Shane Michael Gannon

Name of Director or ~~Sole Director and Secretary~~ in full

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Schedule 1 - Shared Facilities Schedule

Shared Facilities Schedule	
Note: All shared systems that consume electricity are privately metered for apportionment through this shared costs schedule	
GFA:	Residential GFA is Building 1: 5,632.62sqm, Building 2: 28,684.13sqm, Building 3: 5,409.24sqm; Building 5: 21,429.21sqm and Retail: 1,5000sqm
Electrical Demand:	The forecast electrical demand in Amperes as calculated by the registered Electrical Engineer whist designing the electrical services for the building. Total forecast electrical demand is 5,936A

Part 1: List of Shared Facilities, Location and Use

Note: In the Use Column, Res denotes Residential use and Ret denotes Retail use. Res/Ret denotes shared use.

Item	Item number	Location within the Building	Purpose	Maintenance Frequency	Use
Management fees and Administration Expenses					
Strata Management fees including postage and stationery	n/a	n/a	For services carried out under the SMS	Monthly	Res/Ret
Accounting, Audit and Bank Charges	n/a	n/a	Production and audit of accounts, production of levies and payment of accounts	Monthly	Res/Ret
Taxation	n/a	n/a	Preparation and lodgement	Annual or as required	Res/Ret
BMC Management Fee (Building Manager)	n/a	n/a	For services carried out under the SMS	Monthly or as invoiced	Res/Ret
Services Contractor (if appointed)	n/a	n/a	Compliance with statutory obligations - OH & S etc	As required	Res/Ret
Legal Fees	n/a	n/a	To manage the obligations of BMC	As required	Res/Ret
Valuation experts	n/a	n/a	To cover obligations of BMC including for insurance purposes	Annual or as required	Res/Ret
Insurances	n/a	n/a	Insurances for all buildings and other statutory obligations	Annual	Res/Ret
Shared Building Elements - Cleaning, Repairs, Maintenance & Usage					
Common Accessways	B1	All driveways and accessways located in the Basement that are shared.	Vehicle access to the basement	Regular	Res/Ret

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Item	Item number	Location within the Building	Purpose	Maintenance Frequency	Use
Shared Pathways used by Retail and Residential for access	n/a	All pathways from basement and loading area that are shared	Pedestrian access to the building via residential common property	Regular	Res/Ret
Waterproofing membrane over carpark	n/a	Carpark roof	Weather protection of the carpark	As required	Res/Ret
Substation excluding Ausgrid lease area and Ausgrid works	B2	New Street Under Building 3	Sub-station premises for Building. Obligations to maintain structure, roof walls, conduits, cables etc of substation not covered by Ausgrid	As Required	Res/Ret
Main Carpark Entry Swing Doors	B3	Basement Level B01	Security control of main car park	3 mth or as required	Residential only
Residential Carpark Roller Doors	B4	Basement Level B01	Security control of residential car park	3 mth or as required	Residential only
Boom Gate and Car Parking Control System for Retail Visitors (excl ticket machine)	B5	Basement Level B01	Control of visitor car spaces for retail & residential visitors	3 mth or as required	Res/Ret
Loading Area	B6	Basement Level B01	Loading and unloading of vehicles to the retail and residential lots	As Required	Res/Ret
Building Managers / Security Room	B7	Basement Level B01	Security and Building Manager's office	As required	Res/Ret
Building Manager / Contractor bathroom amenities	B8	Basement Level B01	Facilities for manager / contractor	As Required	Res/Ret
Bulky Goods Store	B9	Basement Level B01	Bulky goods store room	As Required	Residential only
Cleaner's Room	B10	Basement Level B01	Store Room for Cleaner / Facilities Manager's equipment	As Required	Res/Ret
Residential Waste Room & Residential Bin Vehicle	B11	Basement Level B01	Storage of residential garbage bins for council collection & bin vehicle to transport garbage bins	As Required	Residential only
Residential Visitor Car Spaces	B12	Basement Level B01	Visitor car spaces shared by residential lots	As required	Residential only
Retail Visitor Car Spaces	B13	Basement Level B01	Visitor car spaces shared by retail and residential lots	As required	Res/Ret
Car Share Spaces	B14	Basement Level B01	Any costs or income related to a car share scheme	As required	Residential only
Shared Residential Bicycle Parking and Bicycle Visitor Parking	B15	Basement Level B01	Bicycle spaces and visitor bicycle spaces for use of residential lots	As required	Residential Lot 1 & 2 only
Linear Park	B16	Park adjacent to Building on Lot 7 in Stratum Plan	Comply with obligations under covenant in favour of SOPA to maintain stairs, lighting and associated infrastructure In Linear Park	As required	Residential only
Pest Control	n/a	Whole Building	To arrange for inspections and treatment to prevent infestation from vermin and pests	As required	Res/Ret

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ePlan

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Item	Item number	Location within the Building	Purpose	Maintenance Frequency	Use
Landscaped area outside substation	B17	Western boundary along New Street	Landscape verge which is an entry / approach feature to the common car park	As required	Res/Ret
Community Room	B18	Level 1 under Building 3	Provide use of Community Room	As required	Residential Only
Landscaped Podium & Landscaping along Figtree Drive	B19	Level 1	Provide area for Landscape Podium	As required	Residential Only
Gym	B20	Level 1 under Building 3	Provide Gym for use of Residential Lots	As required	Residential Only
Car Wash & Dog Wash Bay	B21	Basement Level B04	Car washing for use by Residential Lots	As required	Residential only
Mailboxes	B22a	Level 1 Building 1	Mailboxes for shared residential use	As required	Residential Lot 1 & 2 only
Mailboxes	B22b	Level 1 Building 5	Mailboxes for shared residential use	As required	Residential Lot 3 & 5 only
2 x Car Charging Stations	B23	Basement Level B01 - Residential visitor spaces	Electrical car chargers for shared residential use	As required	Residential only
BBQ area	B24	Level 1 Building 3 - Landscaped Podium	Shared BBQ facilities for all residents	As required	Residential only
Pavilions	B25	Level 1 - Landscaped Podium	Pavilions for use of all residents	As required	Residential only
Landscape Lighting	B26	Level 1 - Landscaped Podium	Lighting servicing landscape podium	As required	Residential only
Way finding signage & basement line marking	n/a	Basement	Car park and driveway line marking & way finding signage throughout basement	As required	Residential only
Building Manager Storage Room	B27	Basement	Lighting servicing landscape podium	As required	Residential only
Electrical System - Repair and Maintenance					
Lighting Control System (car park)	n/a	Car park (Basement Levels)	Illumination of carpark and lighting control system	Regular	Res/Ret
Basement emergency / Exit Lighting System	n/a	Throughout car park and entry driveway	Evacuation lighting during emergency	Regular	Res/Ret
Communications Room	E1	Basement Level B01	Main communications distribution room	Regular	Res/Ret
CCTV Security System (shared facilities only)	n/a	Car parks, loading area and public/ shared spaces	Security for all shared facilities	As required	Res/Ret
Lightning Protection System	n/a	On the roof of each building	Protection from lightning strikes	As required	Res/Ret
Access Control System	n/a	Entry points to site	Control entry to site from street	As required	Residential only
Main Switchboard located within main Switch Room	E2	Basement Level B2	Main switchboard and electrical services to distribute electricity to buildings	As required	Res/Ret

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Item	Item number	Location within the Building	Purpose	Maintenance Frequency	Use
Hydraulic Systems - Repair & Maintenance					
Common cold water pumps, meters and potable water tank	H1	Hydraulic Plant Room - Basement Level 01	Provide water pressure to the development	As required	Res/Ret
Sewer pump-out pit and pumps	H2	Basement Level 4 under Building 3	Transport sewerage to the Sydney Water main. Serves Carwash, dog wash, Bike store, Loading area amenities	As required	Res/Ret
Subsoil pit and pumps	H3	Basement Level 4 under Buildings 1, 2 & 3	To collect overflow water in basement	As required	Res/Ret
Gas Regulators and infrastructure	H4	Building 5, Level 1	Shared Gas Infrastructure	As required	Res/Ret
Stormwater drainage system	n/a	Whole Building	Drainage System for the Building. Includes rainwater outlets, downpipe stacks, first flush devices and pipework servicing roofs and landscape areas	As required	Res/Ret
WSUD Assets Includes rainwater tank, OSD storage tank. WSUD features including bio retention system and treatment systems (comprising proprietary treatment systems).	H5	Basement level B1	Reduce the load on SOPA's Stormwater system during heavy rain and drain and pump out water from the basement. Includes costs of entry into maintenance contract and annual WSUD Asset Audit in accordance with Development Consent	As required including under WSUD Asset Operation and Maintenance Plan and Development Consent	Res/Ret
Landscape Irrigation	n/a	Landscape Podium	Irrigation	As required	Residential Only
Fire Protection System - Repair & Maintenance					
Combined Hydrant Including Pumps and Valve Room	FP1	Fire Pump Room - Basement Level 01	Fire fighting	Annually or as required	Res/Ret
Sprinkler System	n/a	Basement Carpark	Fire fighting	Annually or as required	Res/Ret
Fire control room, fire indicator panels, emergency warning panels	FP2	Fire control room in building 5, Level 1	Fire fighting	Annually or as required	Res/Ret
Sub-fire indicator panels	FP3	Sub-fire indicator panels on level 1/Basement 1 within each building	Fire fighting	Annually or as required	Res/Ret
Fire Extinguishers below Level 1	n/a	Basement Carpark	Fire fighting	Annually or as required	Res/Ret
Fire Doors and Fire Stairs Below Level 1	FP4	Basement Carpark	Fire Protection and safe egress	Annually or as required	Res/Ret
Fire Hose Reels	n/a	Basement Carpark	Fire Fighting	Annually or as required	Res/Ret

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Item	Item number	Location within the Building	Purpose	Maintenance Frequency	Use
Annual Fire Safety Certification	n/a	Whole Building	Fire Protection and safe egress Shared Cost includes cost of certification and compliance	Annually	Res/Ret
Exit Signs	n/a	Whole Building	Safe Egress	Annually or as required	Res/Ret
Emergency Lighting	n/a	Whole Building	Safe Egress	Annually or as required	Res/Ret
Mechanical Systems - Repair & Maintenance					
Car Park Ventilation Jet Fans	n/a	Basement	Car park ventilation	3-6 monthly or as required	Res/Ret
Switch room Ventilation Fans and Cooling System	M1	Main Switch Room Basement Level 02	Car park ventilation	3-6 monthly or as required	Res/Ret
Fire Hydrant Booster Pump Ventilation Fan	M2	Fire Pump Room - Basement Level 01	Car park ventilation	3-6 monthly or as required	Res/Ret
Carpark Supply Fan Room and Riser	M3	Room on Basement Level B01 Riser on Basement Level B01 - B04	Car park ventilation	3-6 monthly or as required	Res/Ret
Carpark Exhaust Fan Room	M4	Basement Level 01	Car park ventilation	3-6 monthly or as required	Res/Ret
Building 3 Plant Area	M5	Building 3 Level 10	Plant area on Building 3 rooftop	3-6 monthly or as required	Res/Ret
Utilities - Usage					
Loading Area Exhaust	U1	Basement Level 01	Electricity use for car park ventilation	As required	Res/Ret
Fire hydrant Booster Enclosure (if lit)	U2	Level 1	Electricity use for fire fighting equipment	As required	Res/Ret
Diesel Fire Hydrant Pumps	U3	Fire Pump Room - Basement Level 01	Electrical use for space lighting of pump room	As required	Res/Ret
House Distribution Board - Main Switch Room Basement Car Park (Car Park Lighting/Electrical)	U4	Main Switch Room Basement Level 02	Electrical use for car park lighting and electrical	As required	Res/Ret
Residential Common Area Lighting and Electrical Use	n/a	Throughout Residential Building Area	Lighting of common areas above Level 1 including the landscaped courtyard, common room, gym and other residential common electrical demand	As required	Residential
Distribution Board - Loading Area Lighting	U5	Main Switch Room Basement Level 02	Electrical use for loading area lighting and electrical	As required	Res/Ret

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Part 2: Division of Costs of Shared Facilities

Item	Calculation of percentage based on anticipated use	Bldg 1	Bldg 2	Bldg 3	Bldg 5	Retail
Management fees and Administration Expenses						
Strata Management fees including postage and stationery	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Accounting, Audit and Bank Charges	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Taxation	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
BMC Management Fee (Building Manager)	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Services Contractor (if appointed)	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Legal Fees	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Valuation experts	Same proportion of insurance premium calculated in accordance with clause 34 of the Strata Management Statement and S162 of the Management Act					
Insurances	Calculated in accordance with clause 34 of the Strata Management Statement and S162 of the Management Act					
Shared Building Elements - Cleaning, Repairs, Maintenance & Usage						
Common Accessways	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Shared Pathways used by Retail and Residential for access	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Waterproofing membrane over carpark	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Substation excluding Ausgrid lease area and Ausgrid works	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%

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Item	Calculation of percentage based on anticipated use	Bldg 1	Bldg 2	Bldg 3	Bldg 5	Retail
Main Carpark Entry Swing Doors	Based on Use (% of basement car parks)	9.62%	51.23%	7.38%	31.77%	N/A
Residential Carpark Roller Doors	Based on Use (% of basement car parks)	9.62%	51.23%	7.38%	31.77%	N/A
Boom Gate and Car Parking Control System for Retail Visitors (excl ticket machine)	Based on Use (number of hours of usage per day & no. of spaces)	4.13%	21.15%	3.05%	13.34%	58.33%
Loading Area	Based on Use (number of hours of usage per day)	1.20%	6.40%	0.93%	3.97%	87.50%
Building Managers / Security Room	Based on Use (No of apartments + No of members on BMC)	13.57%	63.81%	4.32%	17.10%	1.20%
Building Manager / Contractor bathroom amenities	Based on Use (No of apartments + No of members on BMC)	13.57%	63.81%	4.32%	17.10%	1.20%
Bulky Goods Store	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Cleaner's Room	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Residential Waste Room & Residential Bin Vehicle	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Residential Visitor Car Spaces	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Retail Visitor Car Spaces	Based on Use (number of hours of usage per day & no. of spaces)	4.13%	21.15%	3.05%	13.34%	58.33%
Car Share Spaces	Based on Use (% of basement car parks)	9.62%	51.23%	7.38%	31.77%	N/A
Shared Residential Bicycle Parking and Bicycle Visitor Parking	Based on Use (% of bike spaces)	9.24%	47.08%	8.8%	34.88%	N/A
Linear Park	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Pest Control	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Landscaped area outside substation	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Community Room	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A

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Item	Calculation of percentage based on anticipated use	Bldg 1	Bldg 2	Bldg 3	Bldg 5	Retail
Landscaped Podium & Landscaping along Figtree Drive	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Gym	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Car Wash & Dog Wash Bay	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Mailboxes	Based on Use (% of mailboxes)	18.32%	81.68%	N/A	N/A	N/A
Mailboxes	Based on Use (% of mailboxes)	N/A	N/A	18.75%	81.25%	N/A
2 x Car Charging Stations	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
BBQ area	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Pavilions	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Landscape Lighting	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Way finding signage & basement linemarking	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Building Manager Storage Room	Based on Use (No of apartments + No of members on BMC)	13.57%	63.81%	4.32%	17.10%	1.20%
Electrical System - Repair and Maintenance						
Lighting Control System (car park)	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Basement emergency / Exit Lighting System	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Communications Room	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
CCTV Security System (shared facilities only)	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Lightning Protection System	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Access Control System	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Main Switchboard located within main Switch Room	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%

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Item	Calculation of percentage based on anticipated use	Bldg 1	Bldg 2	Bldg 3	Bldg 5	Retail
Hydraulic Systems - Repair & Maintenance						
Common cold water pumps, meters and potable water tank	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Sewer pump-out pit and pumps	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Subsoil pit and pumps	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Gas Regulators and infrastructure	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Stormwater drainage system	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
WSUD Assets Includes rainwater tank, OSD storage tank. WSUD features including bio retention system and treatment systems (comprising proprietary treatment systems).	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Landscape Irrigation	% of Lot GFA/Total GFA	9.21%	46.90%	8.85%	35.04%	N/A
Fire Protection System - Repair & Maintenance						
Combined Hydrant Including Pumps and Valve Room	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Sprinkler System	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Fire control room, fire indicator panels, emergency warning panels	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Sub-fire indicator panels	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Fire Extinguishers below Level 1	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Fire Doors and Fire Stairs Below Level 1	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Fire Hose Reels	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Annual Fire Safety Certification	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%

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Item	Calculation of percentage based on anticipated use	Bldg 1	Bldg 2	Bldg 3	Bldg 5	Retail
Exit Signs	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Emergency Lighting	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Mechanical Systems - Repair & Maintenance						
Car Park Ventilation Jet Fans	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Switch room Ventilation Fans and Cooling System	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Fire Hydrant Booster Pump Ventilation Fan	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Carpark Supply Fan Room and Riser	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Carpark Exhaust Fan Room	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Building 3 Plant Area	Rooftop GFA	TBC				
Utilities - Usage						
Loading Area Exhaust	Based on Use (number of hours of usage per day & no. of spaces)	1.20%	6.40%	0.93%	3.97%	87.50%
Fire hydrant Booster Enclosure (if lit)	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Diesel Fire Hydrant Pumps	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
House Distribution Board - Main Switch Room Basement Car Park (Car Park Lighting/Electrical)	Based on Use (% of basement car parks)	9.20%	49.01%	7.06%	30.40%	4.33%
Residential Common Area Lighting and Electrical Use	% of Lot GFA/Total GFA	9.00%	45.78%	8.63%	34.20%	2.39%
Distribution Board - Loading Area Lighting	Based on Use (number of hours of usage per day & no. of spaces)	1.20%	6.40%	0.93%	3.97%	87.50%

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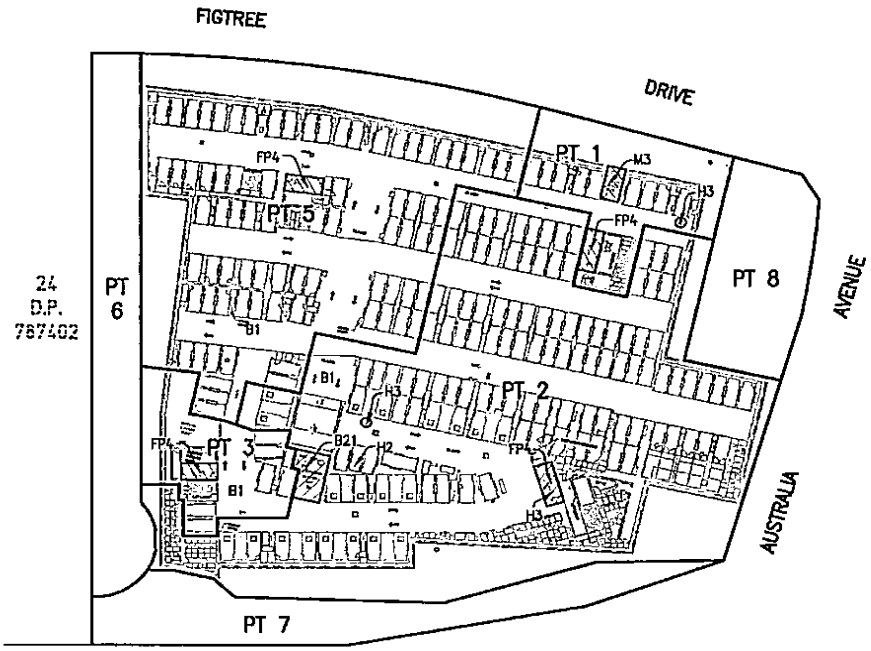
Schedule 2 - Shared Facilities Plan

SHARED FACILITIES PLAN –BASEMENT LEVEL 4



KEY

B1 – COMMON ACCESSWAY
B21 – CAR WASH & DOG WASH BAY
FP4 – FIRE DOORS AND FIRE STAIRS BELOW LEVEL 1
H2 – SEWER PUMP-OUT PIT AND PUMPS
H3 – SUBSOIL PIT AND PUMPS
M3 – CARPARK SUPPLY FAN ROOM & RISER

THE SHARED FACILITIES PLAN IS INDICATIVE AND FOR INFORMATION ONLY. NOT ALL SHARED FACILITIES OR ALL PARTS OF THE SHARED FACILITIES ARE SHOWN ON THE PLANS. FOR A MORE DETAILED BREAKDOWN REFER TO THE SHARED FACILITIES SCHEDULE.

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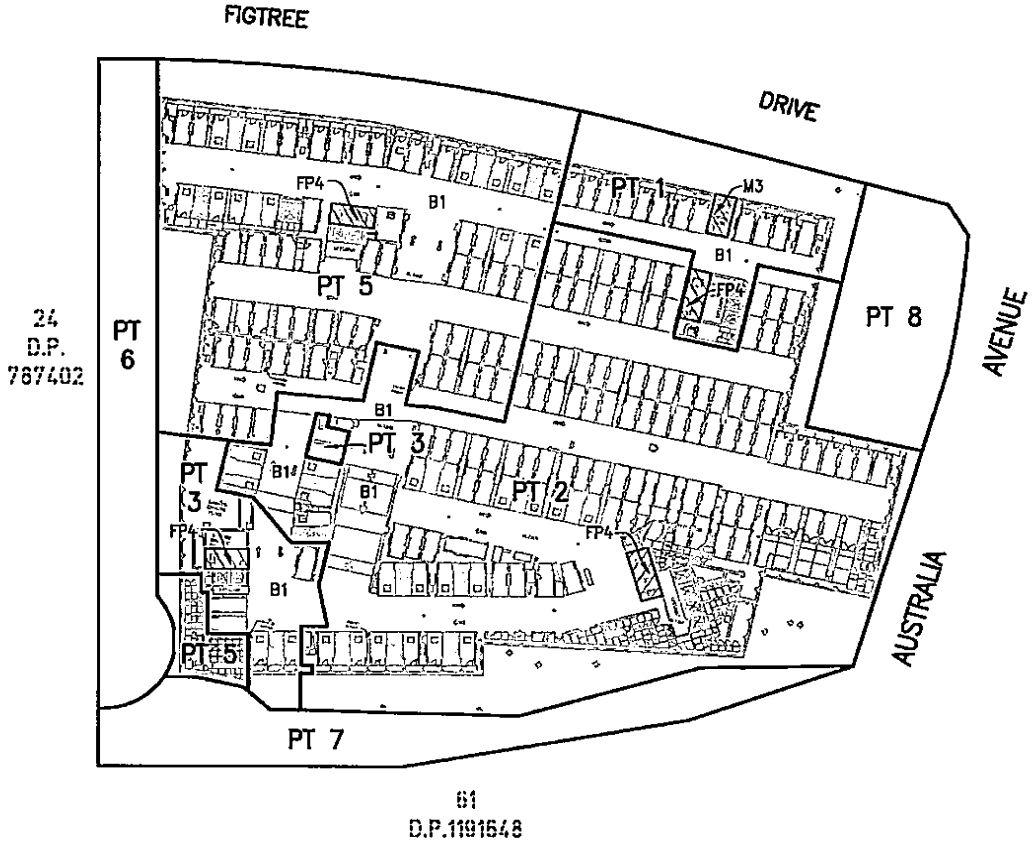
SHARED FACILITIES PLAN—BASEMENT LEVEL 3



KEY
B1 – COMMON ACCESSWAY
FP4 – FIRE DOORS AND FIRE STAIRS BELOW LEVEL 1
M3 – CARPARK SUPPLY FAN ROOM & RISER

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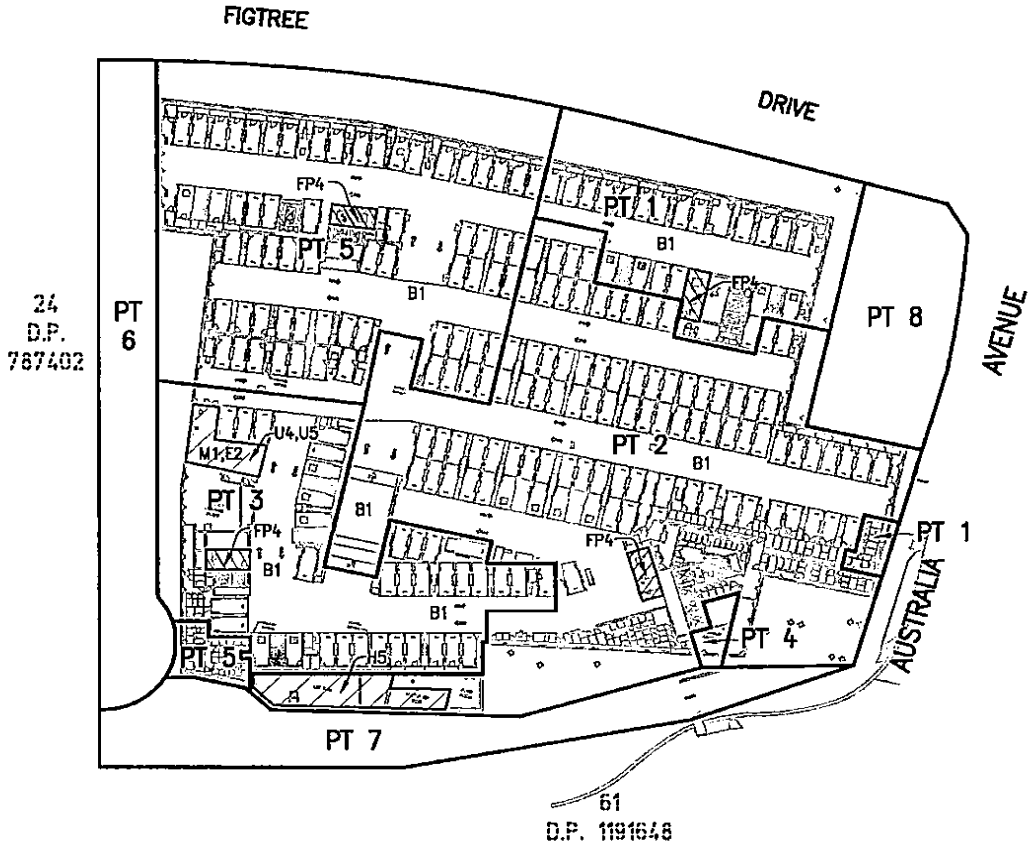
SHARED FACILITIES PLAN—BASEMENT LEVEL 2



KEY

- B1 – COMMON ACCESSWAY
- FP4 – FIRE DOORS AND FIRE STAIRS BELOW LEVEL 1
- H6 – TANK & RAINWATER TANK OSD
- M9 – CARPARK SUPPLY FAN ROOM & RISER
- M1 – SWITCH ROOM VENTILATION FANS AND COOLING SYSTEM
- M2 – FIRE HYDRANT BOOSTER PUMP VENTILATION FAN
- E2 – MAIN SWITCHBOARD LOCATED WITHIN MAIN SWITCH ROOM
- U4 – HOUSE DISTRIBUTION BOARD – MAIN SWITCH ROOM BASEMENT CAR PARK
- U5 – DISTRIBUTION BOARD–LOADING DOCK LIGHTING

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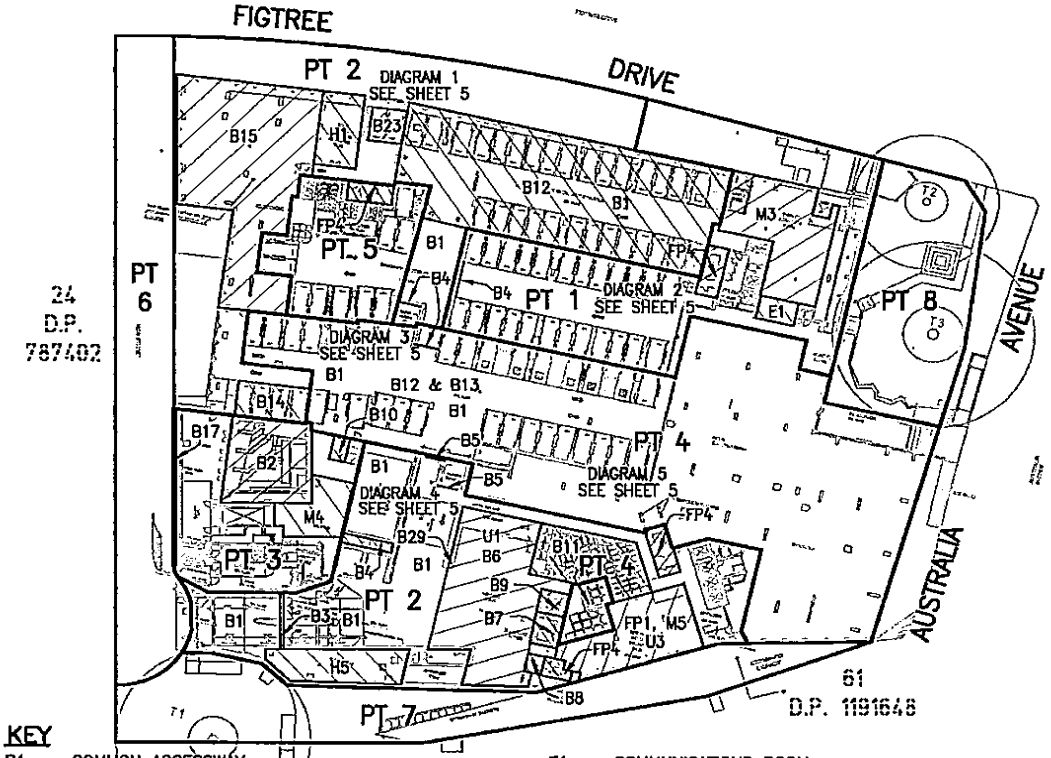
SHARED FACILITIES PLAN—BASEMENT LEVEL 1



KEY

- B1 – COMMON ACCESSWAY
- B4 – RESIDENTIAL CARPARK ROLLER DOOR
- B5 – BOOM GATE & CAR PARKING CONTROL SYSTEM FOR RETAIL VISITORS
- B6 – LOADING DOCK
- B7 – BUILDING MANAGERS/SECURITY ROOM
- B8 – BUILDING MANAGER/CONTRACTOR AMENITIES
- B9 – BULKY GOODS STORE
- B10 – CLEANERS ROOM
- B11 – RESIDENTIAL WASTE ROOM & RESIDENTIAL BIN VEHICLE
- B12 – RESIDENTIAL VISITOR CAR SPACE
- B13 – RETAIL VISITOR CAR SPACES
- B14 – CAR SHARE SPACES
- B15 – SHARE RESIDENTIAL BICYCLE PARKING & BICYCLE VISITOR PARKING
- B17 – LANDSCAPED AREA OUTSIDE SUBSTATION
- B19 – LANDSCAPED AREA
- B23 – 2 X CAR CHARGING STATIONS
- E1 – COMMUNICATIONS ROOM
- E4 – CCTV SECURITY SYSTEM
- FP1 – COMBINED HYDRANT & SPRINKLER SYSTEM PUMP & VALVE ROOM
- FP4 – FIRE DOORS AND FIRE STAIRS BELOW LEVEL 1
- M2 – FIRE HYDRANT BOOSTER PUMP VENTILATION FAN
- M3 – CARPARK SUPPLY ROOM AND RISER
- M4 – CARPARK EXHAUST ROOM
- H1 – COLD WATER PUMPS METERS & POTABLE WATER TANK
- H5 – TANK & RAINWATER TANK OSD
- U1 – LOADING DOCK EXHAUST
- U3 – DIESEL FIRE HYDRANT PUMPS

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BASEMENT LEVEL 1—DIAGRAMS

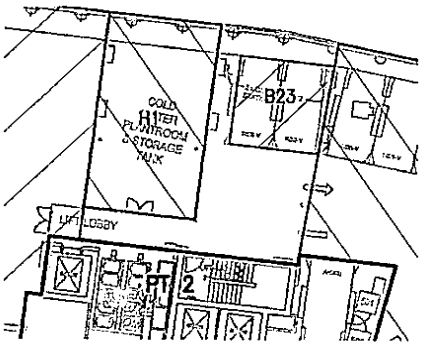

DIAGRAM 1
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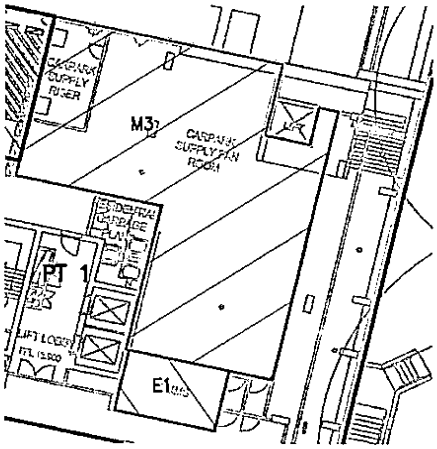

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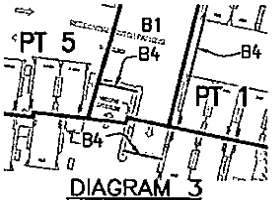

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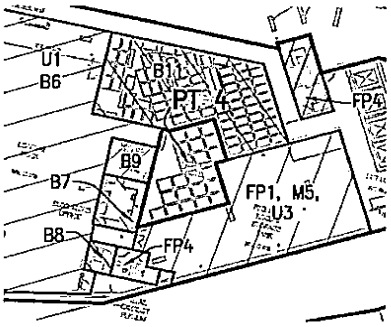

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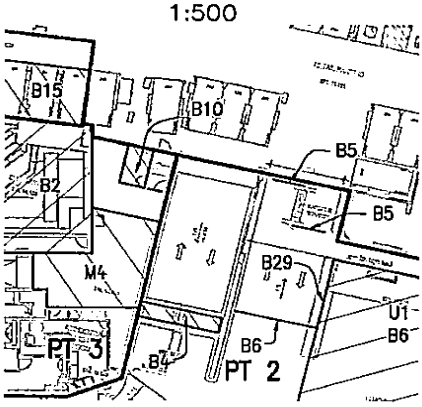

DIAGRAM 4
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THE SHARED FACILITIES PLAN IS INDICATIVE AND FOR INFORMATION ONLY. NOT ALL SHARED FACILITIES OR ALL PARTS OF THE SHARED FACILITIES ARE SHOWN ON THE PLANS. FOR A MORE DETAILED BREAKDOWN REFER TO THE SHARED FACILITIES SCHEDULE.

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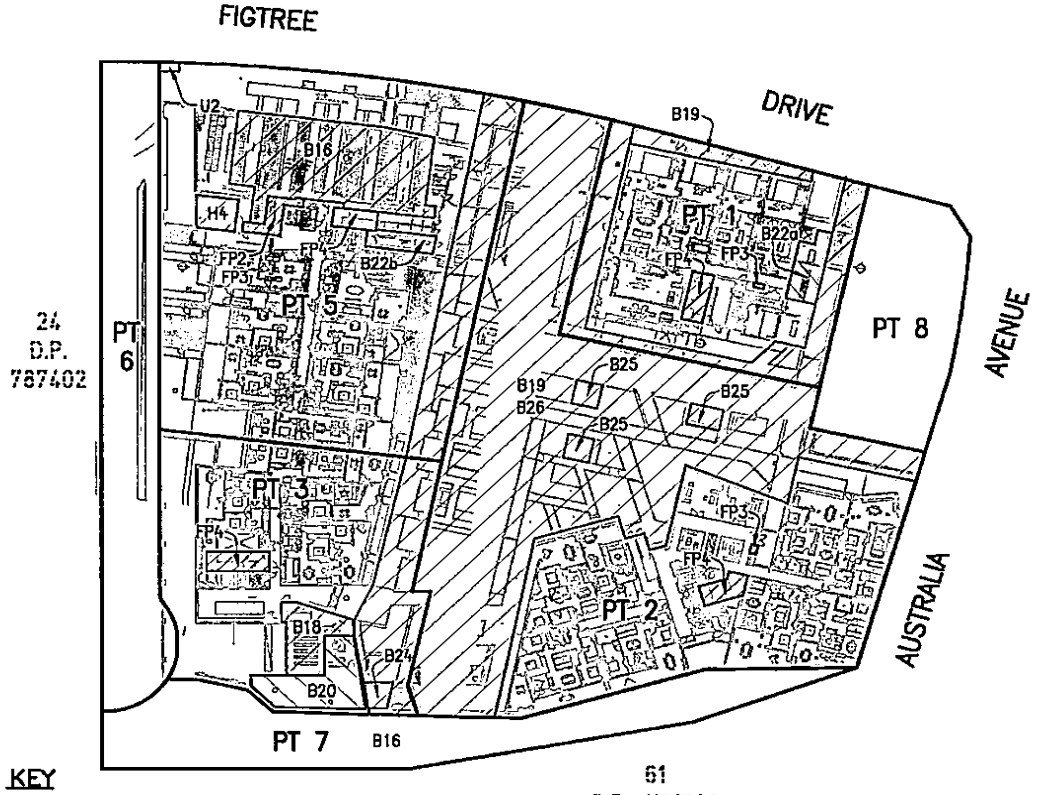
SHARED FACILITIES PLAN—LEVEL 1



KEY

B16 – LINEAR PARK
B18 – COMMUNITY ROOM
B19 – LANDSCAPED PODIUM & LANDSCAPING ALONG FIGTREE DRIVE
B20 – GYM
B21 – CAR WASH & DOG WASH BAY
B22a&b – MAILBOXES
B25 – PAVILIONS
B26 – LANDSCAPE LIGHTING
FP2 – FIRE CONTROL ROOM, FIRE INDICATOR PANELS, EMERGENCY WARNING PANELS
FP3 – SUB FIRE INDICATOR PANELS
FP4 – FIRE DOORS & FIRE STAIRS BELOW LEVEL 1
H4 – GAS REGULATOR AND INFRASTRUCTURE
U2 – FIRE HYDRANT BOOSTER ENCLOSURE (IF LIT)

THE SHARED FACILITIES PLAN IS INDICATIVE AND FOR INFORMATION ONLY. NOT ALL SHARED FACILITIES OR ALL PARTS OF THE SHARED FACILITIES ARE SHOWN ON THE PLANS. FOR A MORE DETAILED BREAKDOWN REFER TO THE SHARED FACILITIES SCHEDULE.

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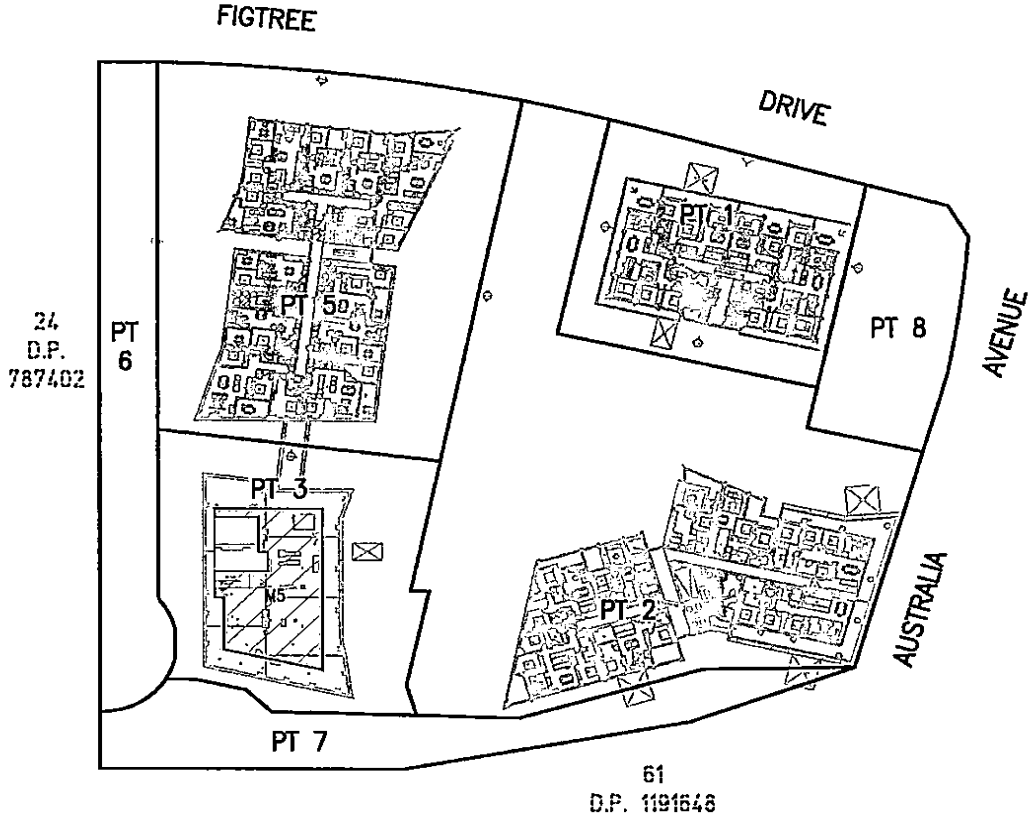
SHARED FACILITIES PLAN—LEVEL 11



KEY

M5 — BUILDING 3 PLANT AREA

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Schedule 3 - Architectural and Landscape Code – Residential Stratum Lot

1. General Design Guidelines

1.1 Architectural Façade

(a) The façade and all architectural elements must be retained as constructed.

(b) Painted surfaces both vertical and horizontal are specialist treatments and must not be recoated without reference to the manufacturers specifications.

(c) Permission must be sought from the Building Management Committee and any other relevant Authority for repairs and maintenance for all exterior works.

1.2 Colour scheme

(a) Exterior colour schemes cannot be changed.

(b) Permission must he sought from the Building Management Committee for repairs and maintenance of all exterior painting work.

1.3 Fences

Fences should not be in-filled or added to in any manner.

1.4 Balconies and courtyards

(a) Balconies and courtyards must be kept clean, tidy and well maintained.

(b) Landscaping to balconies is to be kept to potted plants only.

(c) Lightweight injection moulded furniture is not permitted on balconies.

(d) An owner or occupier must not place any items on balustrades.

(e) Washing lines or racks are not permitted on balconies.

(f) Infilling of balconies with trellis, solid or glazed panels is not allowed.

(g) Balconies and courtyards are generally paved.

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(h) Pavers must not be drilled or treated or replaced or removed except where:

(i) the work is carried out by the Retail Stratum Lot Owner;

(ii) work is carried out with expert advice; and

(iii) the replacement pavers are of substantially the same colour, quality and type.

(i) If any of the pavers cease to be available, the appearance of any new type of pavers must be consistent with the previous pavers and may require development approval.

1.5 Solar Panels and Solar Hot-Water systems

Solar panels must be integrated with the building design. The Building Management Committee and relevant Authority must approve size, location and model.

1.6 TV Aerials / Satellite dishes

(a) All aerials and satellite dishes must be discreetly located and preferably not visible from any other public space (other than aerials and satellite dishes installed at the time of occupation certificate for the Residential Stratum Lot).

(b) Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the lot.

(c) Where several aerials or dishes are required, these must be located together as a group.

(d) The Building Management Committee and relevant Authority must approve size, location and model.

1.7 Location of Air conditioning units

Individual Air-Conditioning condenser units must remain located in the position as the time of occupation certificate for the Residential Stratum Lot. Any proposed replacement Air-Conditioning condenser unit must be of the same size location and equivalent model as the Air-Conditioning condenser unit at the time of registration of the Stratum Plan.

1.8 External Blinds and Awnings

Blinds and awnings must be in keeping with the original building design. Additional external blinds or awnings are not permitted.

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1.9 Security Grills / Screens and Ventilation Louvres

(a) Security Grills / Screens and Ventilation Louvres must be in keeping with the original building design and approved by the Building Management Committee.

(b) Grills and ventilation openings should not be blocked or covered at any time.

(c) Louvres must not be replaced except with louvres having an identical appearance.

(d) If the louvre ceases to be available, any new louvre must be consistent with the type installed at the time of registration of the Stratum Plan consistent quality and type and may require development approval.

1.10 Storage

Outdoor spaces, including balconies, wintergardens and courtyards are not to be used as storage space at any time.

1.11 Doors and Windows

(a) Doors and windows are generally glazed aluminium framed assemblies. Aluminium doors and windows have a high quality powder coated paint system finish and must not to be repainted. Patching may be carried out but only by a specialist, licensed professional.

(b) Hinges and stays of entrance doors are generally in polished stainless steel or chromed brass and other hardware and are not to be painted.

(c) Any doors or windows visible from external elements of a Lot, Building or area open to the public must not be replaced except with doors or windows having an identical appearance.

(d) If such doors or windows become unavailable, the appearance of any new type of door or window must be in keeping with the original building design. Any new type of door or window may require development approval.

1.12 Handrails

Any handrails visible from external elements of a Lot, the Building or area open to the public must not be replaced except with handrails having an identical appearance.

1.13 Metals, Concrete and brickwork

(a) External painted metal elements to balconies are coated in specialist paint finish. Patching or repainting of the balconies must be applied by a licensed professional.

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(b) Powder coated door and windows and any other aluminium finishes must not be repainted or recoated.

(c) Concrete surfaces have been painted in a special textured paint. Painted render/concrete surfaces have a special coating that must be applied by a licensed professional.

(d) Special facebrick has been used on a number of external walls. Patching or replacement may be carried out with brick having an identical appearance

1.14 Roof Treatments

(a) The roofs are generally painted concrete, pebbles brickwork and metal grills. Some areas have metal grillage which shields the various service outlets from view.

(b) Owners and Occupiers may not, without prior approval of the Building Management Committee:

(i) alter the surface of the roofs in any way; or

(ii) install additional services, including air conditioning units, satellite dishes and other fixtures and fittings.

(c) No additional features are permitted unless the Building Management Committee has satisfied itself that architectural detail will be preserved and has otherwise approved the works, and development approval are obtained.

1.15 Carparking Standards

(a) Any changes to the use of the carpark or any works to the carpark may require the approval of:

(i) the relevant Authorities; and

(ii) the Building Management Committee.

(b) The carpark contains many services and service rooms. Essential fire and safety services as well as Owner systems terminate or are exposed in the car park on the walls and ceilings. Owners and Occupiers must not:

(i) alter or interfere with any services;

(ii) use service rooms for storage of any description;

(iii) remove or alter any signs; or

(iv) alter fire egress and services.

(c) Barriers and gates must be consistent in type and colour to the existing barriers and gates in the car park.

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1.16 Security

(a) There is a security system in place, which controls access and egress to various parts of the Building. The system adopts both physical and electronic controls and monitoring. Changes to any aspect of the security systems may result in unexpected failures not necessarily at the site of the interference.

(b) No unauthorised changes to the physical or electronic systems are permitted.

1.17 Sun Shading Devices and Privacy Screens

(a) Any privacy screen, dividing barrier or sun shading device existing on the date of registration of the Stratum Plan must not be replaced unless with an identical privacy screen, dividing barrier or sun shading device (as to design, size, colour, shape and materials).

(b) All privacy screens, dividing barrier or sun shading devices must be uniform within the Building.

(c) Repainting and patching of privacy screens, dividing barriers or sun shading devices must be in accordance with the Owners' Manual.

(d) The Owner of the Residential Stratum Lot must keep design and technical specifications and other records relating to the privacy screens, dividing barriers and sun shading devices required to be used for the Building.

(e) If any privacy screen, dividing barrier or sun shading device ceases to be available, the Building Management Committee must approve the appearance of any new type for installation. Any new type of privacy screen, dividing barrier or sun shading device may require development approval.

1.18 Landscaping

Landscaped elements should comply with the relevant parts of SOPA's Landscape Presentation Standards attached to this Architectural and Landscape Code.

2. Works

(a) When carrying out any works on a Lot, Owners and Occupiers must comply with:

(i) the Strata Management Statement and this Architectural and Landscape Code;

(ii) any conditions imposed by the Building Management Committee;

(iii) all consents and approvals granted by the relevant Authority; and

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(iv) all Laws.

(b) Owners and Occupiers must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance of the Building, including any changes to or the erection of:

(i) the colour of any surface;

(ii) the type or quality of the materials used (unless such materials are of a higher quality);

(iii) the reflective nature of any surface;

(iv) the soundproofing qualities of any materials or surface;

(v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like;

(vi) the nature of any hard surface, paving or walkway;

(vii) the nature of any soft surface or grassed area;

(viii) the landscaping of any outside areas;

(ix) the external lighting; or

(x) satellite dishes, aerials or other communication devices

unless the Owners and Occupiers have first obtained the consent of the Building Management Committee to undertake the works and otherwise complied with the provisions contained in this Architectural and Landscape Code and the Management Statement.

(c) **Clause 2(a)** does not apply to Owners and Occupiers carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

3. Approval – Shared Facility

No works can be carried out to a Shared Facility or which may interfere with a Shared Facility unless approval for the works is first obtained from the Building Management Committee. The Building Management Committee may impose conditions on the carrying out of the works.

4. Authority Approvals

Owners and Occupiers must apply for and comply with all relevant consents and approvals of the relevant Authorities.

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5. Powers of the Building Management Committee

The Building Management Committee has the following powers:

(a) to require Owners and Occupiers to remove any item installed in a Lot or common property otherwise than in compliance with this Architectural and Landscape Code and the By-Law Instrument;

(b) to require Owners and Occupiers to reinstate the Lot or common property after the removal of any item or upon completion of work undertaken to the Lot or common property if that item or work was installed or carried out in contravention of this Architectural and Landscape Code and the By-Law Instrument

(c) to undertake all works as is necessary on behalf of Owners and Occupiers should any Owners and Occupiers fail to comply with **clauses 5(a)** and **5(b)** within the period required by the Building Management Committee;

(d) to recover from any Owners and Occupiers the cost of any works required under **clause 5(c)**; and

(e) such other powers as specified in the By-Law Instrument.

6. Owners Manual

(a) Owners Manuals have been prepared for the Residential Stratum Lot (**Owners Manual**).

(b) Details of the operation of some external elements of the Building are set out in the Owners Manual.

(c) The manufacturer's warranties, guarantees and manuals are an appendix of the Owners Manual must be complied with so far as they are applicable.

7. Insurance

Owners and Occupiers must ensure that all tradespeople who undertake any works are adequately insured and comply with all applicable Laws.

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8. General Construction Guidelines

8.1 Regulations during construction

The following regulations must be complied with by all Owners and Occupiers during construction (in addition to any conditions imposed by an authority including under any development consent):

(a) disturbance - activities must cause as little disturbance as possible to other Owners and Occupiers;

(b) hours – works must be carried out within working hours imposed by any relevant Authority provided that no works are permitted to be carried out before 7am or after 5.30pm Monday to Friday, before 8 am or after 1pm Saturday or at any time on Sunday or a public holiday;

(c) qualified tradesmen - only qualified, reputable and, where appropriate, licensed contractors may be used;

(d) quality of works - all works must be carried out in a proper and workmanlike manner;

(e) materials - only of high quality (and where possible new) materials fit for their purpose must be used;

(f) protective coverings - must be installed as directed by the representative of the Building Management Committee;

(g) dust - no activity will be permitted which causes dust to an unacceptable level;

(h) dirt - all resulting dust and dirt in common areas must be promptly cleaned;

(i) rubbish - all rubbish and debris must be promptly removed from a Lot or common property during construction, at completion of the work and when work is postponed and private arrangements must be made for the disposal of such rubbish;

(j) damage - any damage directly or indirectly caused to any part of a Lot or common property in the carrying out of the works must be promptly repaired or made good;

(k) moving items - directions of the Building Management Committee or building manager (as the case may be) relating to the moving of construction items, furniture and goods must be complied with;

(l) loading and unloading - shall only during the permitted hours and be strictly in accordance with the directions of the representative of the building manager and representative of the Building Management Committee (as the case may be).

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(m) approvals - no work may be permitted to commence without any necessary Approval, including

(i) a construction certificate; and

(ii) engineer's certificate and the like to ensure that such works do not impact on the structure integrity of the Building, Lot or Strata Scheme or any part thereof.

(n) noise and vibration levels - must be at the agreed acceptable level confirmed by the Building Management Committee's representative;

(o) putrescible waste - any container for putrescible waste must be emptied twice daily; and

(p) induction - if required by the Building Management Committee the contractors and subcontractors and their staff must be inducted into the operations and requirements of the Building Management Committee.

8.2 Building Standards

Owners and Occupiers must ensure that all works comply with Australian Standards, rules, regulations and other applicable Laws.

8.3 Water and Gas

(a) Dishwashers and any other appliance connected to the water supply are to be connected in stainless steel braided flexible pressure pipe to prevent pipes bursting. PVC is unacceptable.

(b) Wet areas must be suitably waterproofed to prevent leakage to the surrounding floor areas.

(c) The Building Manager must approve:

(i) any shutdown required by a Residential Stratum Lot Owner to isolate the domestic water system to carry out connection or modifications; and

(ii) the procedures for carrying out the shutdown of the domestic water system.

(d) All installations must be pressure tested prior to commissioning.

(e) Building shutdown to water supplies shall not be undertaken by Owners and Occupiers. Shutdowns shall be carried out at the direction of the Building Management Committee's representative.

(f) Drainage connections to stacks must be at the junctions provided. Owners and Occupiers must specifically submit details of pipe route, including any coring or fire rating methods through the slab if required.

(g) Owners and Occupiers must not cause any overload of the electrical supply.

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(h) All pipe work is to be suitably labelled.

(i) Gas fixtures installed in a Lot must be fitted with its own flame failure shut off devices.

(j) Plumbing services required to be fitted outside a Lot shall be arranged with the representative of the Building Management Committee and shall under no circumstances interfere with a Lot or the installations of other Owners and Occupiers.

(k) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code.

(l) No hot work is to be undertaken without the issue of a hot work permit by a suitably qualified consultant.

(m) Any works to a Shared Facility or works which may interference with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose additional conditions on the carrying out of the works.

8.4 Electrical

(a) All cabling and electrical work is to be suitably labelled.

(b) All cable penetrations must be suitably sealed to original specifications.

8.5 Fire Protection

(a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the Building Management Committee.

(b) If the carrying out of works requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Owner or Occupier.

(c) Owners and Occupiers are prohibited from carrying out work on the emergency or Fire Protection Services which involves the isolation or disruption of the service without the approval of the Building Management Committee.

(d) The Building Management Committee may, in its discretion, determine the period for a shutdown of services.

(e) Any changes, modifications or additions to the base building Fire Protection Systems shall be carried out by the base building qualified contractor.

(f) On completion of the works described in **clause 8.5(e)**, the Fire Protection Systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

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8.6 Smoke Detector Isolation Procedures

(a) When carrying out works in areas that contain smoke detectors connected to the fire control panel that may cause significant dust or smoke, Owners and Occupiers must carry out a smoke detector isolation procedure.

(b) To carry out a smoke detector isolation procedure referred to **clause 8.6(a)** Owners and Occupiers must request the Building Manager to:

(i) isolate smoke detectors via the fire control panel prior to work being carried out; and

(ii) re-activate the smoke detectors at the end of each day.

(c) False alarm fines incurred from the failure to carry out a smoke detector isolation procedure will be borne by the relevant Owner.

(d) Smoke detectors must be left in an operational state each day.

(e) Owners and Occupiers must, when carrying out work in a Lot, cover the smoke detectors to avoid detectors becoming choked with dirt. The smoke detectors must be uncovered at the end of the day.

(f) If a smoke detector becomes clogged with dirt and causes repeated false alarms the detector must be permanently isolated by the Building Management Committee's representative. The Owners and Occupiers responsible for the work causing the clogging of the smoke detector must arrange, at the cost of the relevant Owners and Occupiers, for the base building fire protection contractor to clean the detector so the detector can be re-activated. Any costs associated with false alarms are the responsibility of the relevant Owners.

8.7 Heavy Equipment

(a) Heavy equipment must not be in or placed on any part of a Lot or Building without the approval of the Building Manager.

(b) Owners and Occupiers that wish to move heavy equipment, must provide the Building Manager with details of the equipment, including the dimensions, weight, details of supports and the proposed location giving dimensions from a fixed point of building structure (not a partition).

(c) For equipment exceeding the maximum weight recommended by the lift manufacturer special arrangements may be required for the lifts, including the attendance of a lift mechanic and a letter indemnifying the Building Management Committee against any and all costs and/or claims for damages.

(d) Owners and Occupiers intending to move the equipment contemplated by **clause 8.7(c)** must provide the Building Management Committee's representative at least one weeks prior notice.

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Extract from SOPA's Landscape Presentation Standards

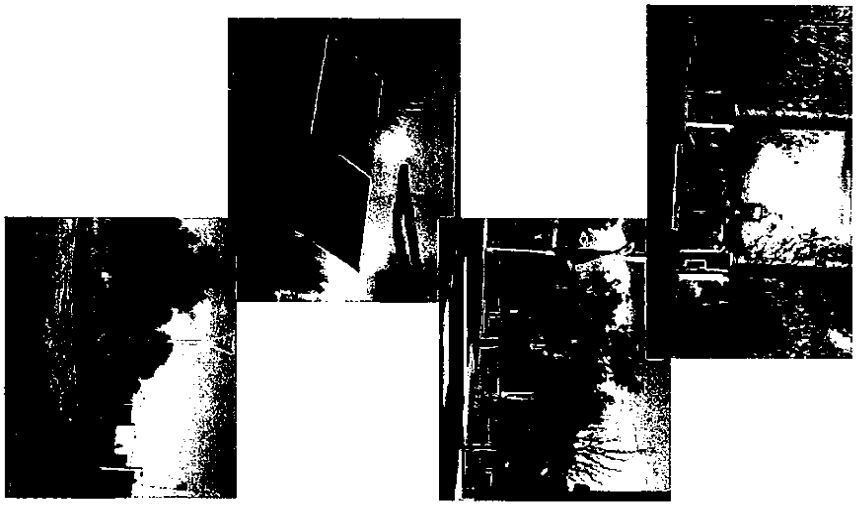
Executive Summary

The early industrial development, subsequent remediation and ongoing urban development has changed Sydney Olympic Park into one of the States premier sports and recreation destinations. In developing the site to its current form, the strategy of retaining and reinforcing an indigenous Australian landscape was followed. Valuable remnants of the once natural site and past developments still remain, incorporated within the Park.

These presentation standards have been compiled for the landscaped, horticultural and environmental areas of Sydney Olympic Park to ensure that there is agreement amongst the stakeholder's on the quality and scope of the areas to be maintained. These standards enable the establishment of a baseline for the ongoing improvement of the Park.

Sydney Olympic Park was dissected into 21 precincts as an aid to developing these standards. Plans for each precinct identify the landscape elements and appropriate maintenance standards for each. This document, which defines the various maintenance standards required for each landscape element, supports the set of precinct plans.

(Revision 1 – 2002)



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Landscape Presentation Standards

Objective

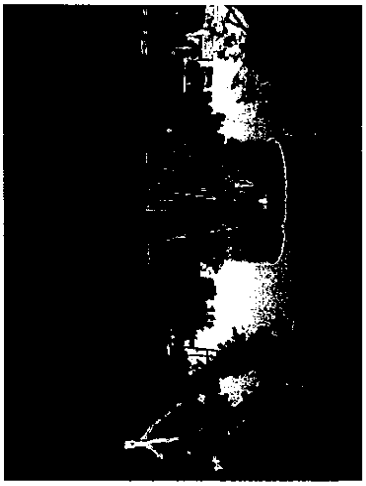
A document that will facilitate agreed landscape presentation standards for Sydney Olympic Park.

Strategies

Identify similar landscape elements within Sydney Olympic Park and document measurable presentation standards for each element;

Document the standards for each element in both picture and written form in order that the Standards can be interpreted consistently over time; and

Develop a presentation standards plan which identifies the landscape elements for each precinct.



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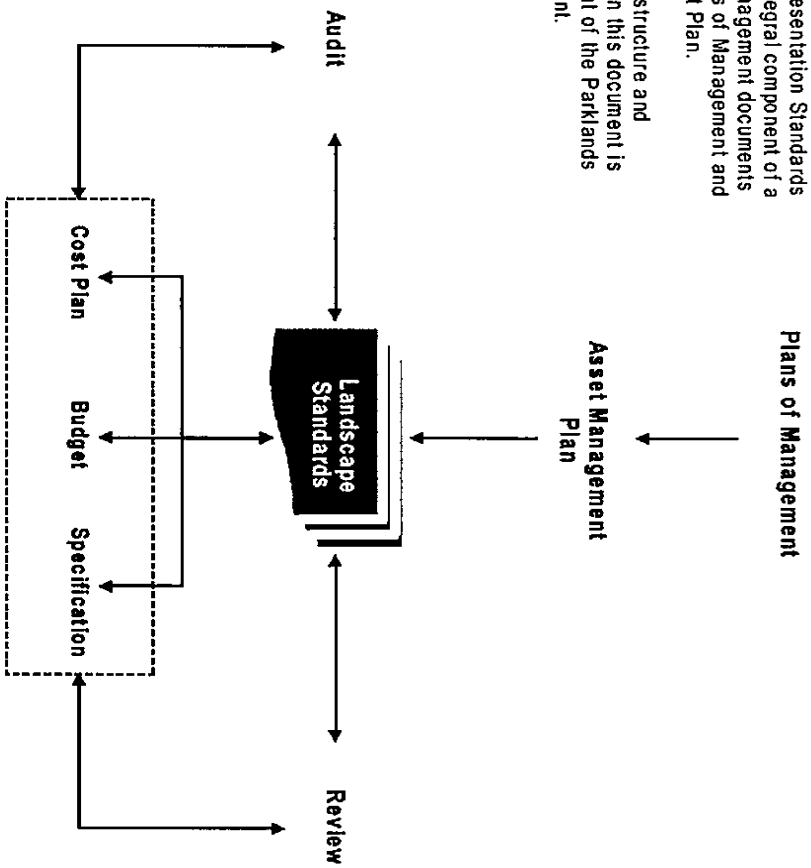
Document Context

The Landscape Presentation Standards document is an integral component of a broader set of management documents including the Plans of Management and Asset Management Plan.

The classification structure and terminology used in this document is consistent with that of the Parklands Plan of Management.



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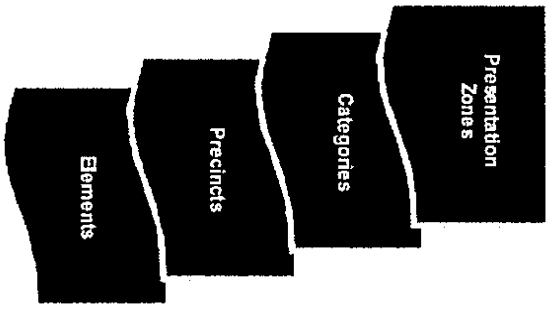
Document Structure

The diagram shows the hierarchy of terms used in defining the presentation standards for Sydney Olympic Park.

The Presentation Zones provide a general overview of the functional nature of an area and relate to the zones described within the Parklands Plan of Management.

The Presentation Zones allow for a quick and general overview of landscape presentation standards across the site.



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Presentation Zones

Three primary zones have been identified within Sydney Olympic Park ie Urban, Parklands and Environmental. These zones are used to establish the functional nature for the 21 precincts identified for the whole of Sydney Olympic Park. The zones are described as follows:

Urban

Contains the following categories:

- Urban Core
- General Community Land

Because of the visual prominence of the zone, presentation standards are high.

Parkland

Contains the following categories:

- Cultural land
- Parkland
- Sports Park

Presentation standards are generally in accordance with that required for a moderate level of presentation within a parkland setting.

Environmental

Contains the following categories:

- Natural areas
- Nature reserve

The Standards of Presentation of the environmental areas are related more closely to maintaining ecological considerations.

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ePlan

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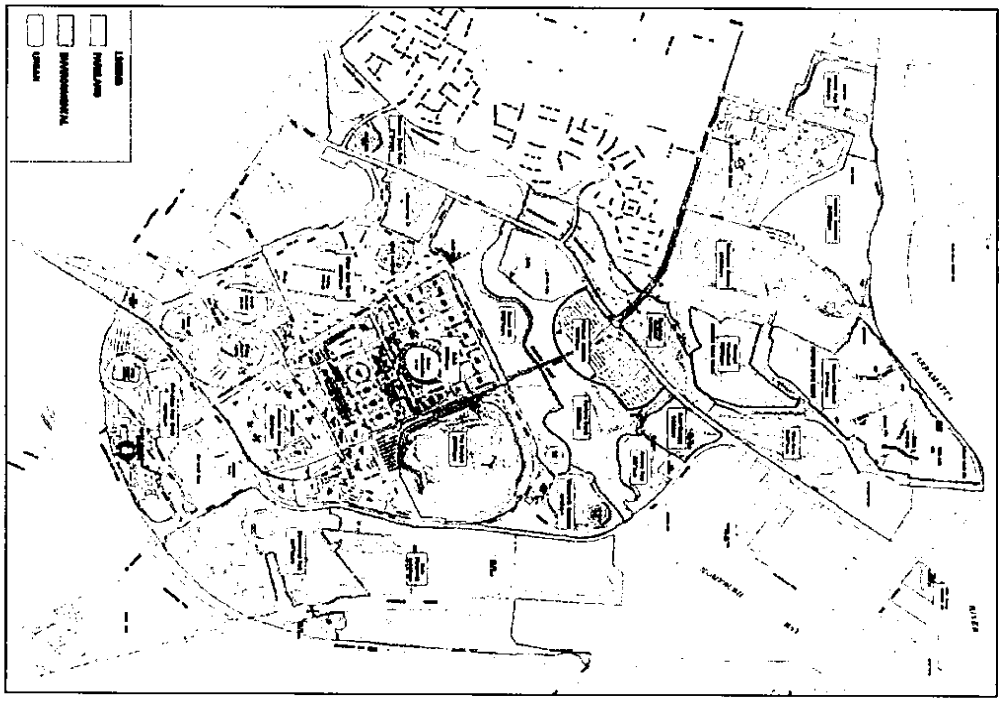
Map showing the 3 Presentation Zones across the entire Park.



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Categories

The Plan of Management for Millennium Parklands defines land use by establishing categories for the various uses of land. These categories have been adopted for establishing the presentation standards. An additional category called Urban has been added to describe the land use in the Urban Core. The categories have been grouped under the zones as follows:

URBAN

Urban

The majority of the land is used for public purposes. The spaces are dominated by structural and built elements such as pavements, furniture elements, traffic control devices, lighting standards and other public facilities. The purpose of the planting and other "soft" landscape elements is to support and enhance the design of the built form.

General Community

The majority of the land is available for any community land purpose, whether the public or specific sections of the public, and the land does not contain any significant features that would cause the area to be categorised as being for natural, park, or sports purposes.

PARKLAND

Parkland

The majority of the land has been, or is intended to be, improved by landscaping, gardens or the provision of non-sporting equipment and facilities, for use mainly for passive or active recreation, social, educational and cultural pursuits that do not unduly intrude on the peaceful enjoyment of the land by others.

Sports Park

The majority of the land is used or proposed to be used, or is designed to be used primarily for active recreation involving organised sports or the playing of outdoor games.

Cultural Land

The majority of the land is an area of aesthetic significance by virtue of having strong visual or sensory appeal, it is an area of archaeological significance because the area contains evidence of past human activity, and is an area of historical significance because of the importance of the association of the land in the evolving pattern of Australian cultural history.

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ENVIRONMENTAL

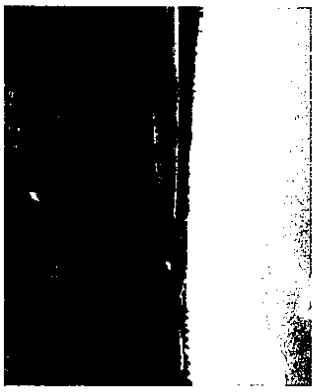
Natural Areas

The majority of the land (in each case) possesses or is intended to possess, significant natural systems or natural attributes. However, they are not present at a scale or in a form that would cause the area to be reasonably categorised as being only bushland, wetland, water course, foreshore, or escarpment purposes.

Nature Reserve

The whole of the land for each management precinct has already been dedicated a 'Nature Reserve' under the provision of Section 49 (c) of the National Parks & Wildlife Act (1974)





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Precincts

Sydney Olympic Park consists of Millennium Parklands and the Urban Core or commonly known as the Public Domain. The draft Plan of Management for Millennium Parklands divides Millennium Parklands into eighteen (18) precincts. The Urban Core has been divided into three (3) precincts. These precincts are defined geographically. They each form a management unit which can be further defined in terms of presentation standards required to achieve the management objective for each Precinct.

Urban Zone
- Urban Core North
- Urban Core South
- Australia Centre
- Parkland Junction

Parkland Zone
- Bicentennial Park
- Wentworth Common
- Archery Park
- Kronos Hill
- Woo-la-ra
- Newington Armoury
- Blaxland Common
- Wilson Park A and B
- Haslam's Creek Flats
- Ferry Wharf

Environmental Zone
- Badu Mangrove
- The Brickpit
- Haslam's Reach
- Nuwi Wetland
- Narrawang Wetland
- Wanngal Woodland
- Wanngal Wetland

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Elements

For each precinct the level of presentation has been defined by identifying the landscape elements within it and assigning a presentation standard for that element. Collectively, the presentation standards for the landscape elements define the overall standard for the precinct. Varying presentation standards have been defined for each element and the key issues that need to be addressed to achieve the required standard.

Performance Standards have been developed to assist with the objective assessment of the compliance with the Presentation Standard for that element.

Where possible, photographic references and/or graphical elements have been added to assist in the definition of the required Landscape Presentation Standard. It is envisaged that these reference photographs will be reviewed and updated regularly to further refine the illustration of the Standard.

List Of Elements

Turf Grass TG1
Turf Grass TG2
Turf Grass TG3
Native Grass NG1
Native Grass NG2
Gardens G1
Gardens G2
Gardens G3
Trees T1
Trees T2
Trees T3
Trees T4
Environmental E1
Environmental E2
Environmental E3
Pathways P1
Pathways P2
Pathways P3
Signage S1
Signage S2
Signage S3
Urban Elements UE1
Fencing F1
Fencing F2
Playgrounds PG1

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Landscape Elements	Turf Grass TG1	Turf Grass TG2	Turf Grass TG3	Native Grass NG1	Native Grass NG2	Gardens G1	Gardens G2	Gardens G3	Trees T1	Trees T2	Trees T3	Trees T4	Environmental E1	Environmental E2	Environmental E3	Pathways P1	Pathways P2	Pathways P3	Signage S1	Signage S2	Signage S3	Urban Elements UE1	Fencing F1	Fencing F2	Playgrounds PG1
Urban Core North	❖	❖		❖	❖	❖	❖		❖	❖						❖	❖		❖	❖	❖	❖	❖	❖	
Urban Core South	❖	❖		❖	❖	❖	❖		❖	❖		❖		❖		❖	❖		❖	❖	❖	❖	❖	❖	
Australia Centre		❖		❖	❖	❖	❖		❖	❖				❖			❖		❖	❖	❖	❖	❖	❖	
Parkland Junction		❖	❖		❖		❖		❖	❖				❖			❖		❖	❖	❖	❖	❖	❖	
Bicentennial Park	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖				❖			❖		❖	❖	❖	❖	❖	❖	❖
Wentworth Common		❖			❖			❖	❖			❖	❖	❖			❖		❖	❖	❖	❖		❖	
Archery Park		❖	❖		❖				❖								❖		❖	❖	❖	❖		❖	
Kronos Hill			❖		❖					❖	❖	❖	❖	❖			❖	❖	❖	❖	❖	❖		❖	
Woo-la-ra					❖					❖	❖			❖			❖		❖	❖	❖	❖			
Newington Armoury		❖	❖		❖		❖				❖		❖	❖			❖		❖	❖	❖	❖			
Blaxland Common		❖			❖						❖			❖			❖		❖	❖	❖	❖			
Wilson Park A and B		❖	❖		❖		❖	❖			❖			❖			❖		❖	❖	❖	❖		❖	
Haslam's Creek Flats		❖	❖		❖		❖			❖	❖						❖		❖	❖	❖	❖			
Ferry Wharf		❖	❖	❖	❖		❖			❖							❖	❖	❖	❖	❖	❖		❖	
Badu Mangrove												❖			❖			❖	❖	❖	❖	❖		❖	
The Brickpit											❖		❖	❖				❖	❖	❖	❖	❖	❖		
Haslam's Reach															❖			❖	❖	❖	❖	❖			
Nuwi Wetland												❖			❖				❖		❖	❖	❖		
Narrawang Wetland					❖						❖		❖	❖					❖	❖	❖	❖	❖	❖	
Wanngal Woodland											❖	❖			❖				❖	❖	❖	❖	❖		
Wanngal Wetland												❖			❖				❖	❖	❖	❖	❖		

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Gardens G1

Definition

- Premium presentation standard;
- Intense maintenance regime.

Key Issues

- Specialised horticultural practices
- Service intervals high
- Watering regime
- Pest management

Performance Standards

- Uniform and vigorous plant growth
- Mulch levels maintained at 75mm
- 90% + vegetative cover
- Fully irrigated
- <2% Weed/Pest/Disease
- Repair of damage initiated within 24 hours of reporting





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Schedule 4 - Architectural and Landscape Code (Retail Stratum Lot)

1. General Design Guidelines

1.1 Architectural Façade

(a) The façade and all architectural elements must be retained as constructed.

(b) Painted surfaces both vertical and horizontal are specialist treatments and must not be recoated without reference to the manufacturers specifications.

(c) Permission must be sought from the Building Management Committee or any other relevant Authority for repairs and maintenance for all exterior works.

1.2 Colour scheme

(a) Exterior colour schemes cannot be changed.

(b) Permission must he sought from the Building Management Committee for repairs and maintenance of all exterior painting work.

1.3 TV Aerials / Satellite dishes

(a) All aerials and satellite dishes must be discreetly located and preferably not visible from any other public space.

(b) Where several aerials I dishes are required, these must be located together as a group.

(c) The Building Management Committee and any relevant Authority must approve size, location and model.

(d) This clause does not apply to any TV aerial/satellite dishes the subject of an easement.

1.4 Location of Air conditioning units

Individual Air-Conditioning units must be discretely located. The Building Management Committee must approve size, location and model where the air conditioning unit or any pipework ducting or mechanical louvres are visible from the exterior of the Retail Stratum Lot.

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1.5 External Blinds and Awnings

Blinds and awnings must be in keeping with the original building design. Additional external blinds or awnings are not permitted.

1.6 Security Grills / Screens and Ventilation Louvres

(a) Security Grills / Screens and Ventilation Louvres where visible from the exterior of the Retail Stratum Lot must be in keeping with the original building design and approved by the Building Management Committee.

(b) Grills and ventilation openings should not be blocked or covered at any time.

1.7 Security

(a) There is a security system in place, which controls access and egress to various parts of the Building. The system adopts both physical and electronic controls and monitoring. Changes to any aspect of the security systems may result in unexpected failures not necessarily at the site of the interference.

(b) No unauthorised changes to the physical or electronic systems are permitted.

1.8 Shop fronts

(a) Shopfronts where visible from the exterior of the Retail Stratum Lot should be designed to optimise display and access.

(b) Windows where visible from the exterior of the Retail Stratum Lot to be clear glass from door to ceiling and not obstructed by signage, boxes or the like at any time.

1.9 Shop front windows

(a) Owners and Occupiers of the Retail Stratum Lot must maintain at all times any shop window displays in the Retail Stratum Lot where visible from the exterior of the Retail Stratum Lot.

(b) Roller shutters are not permitted to be installed across the shop window displays in the Retail Stratum Lot where visible from the exterior of the Retail Stratum Lot.

1.10 Ground floor colonnades

Ground floor colonnades must be kept clean, tidy and well maintained and free of clutter that may obstruct pedestrian movement.

1.11 External awnings

Blinds and awnings must be in keeping with the original building design. Additional external blinds or awnings are not permitted.

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1.12 Storage

Outdoor spaces are not to be used as storage space at any time.

1.13 Air Conditioning Units

(a) Any proposed air conditioning unit to be installed by the Owner or Occupier of a Retail Stratum Lot must:

(i) be approved by the Building Management Committee;

(ii) not interfere with the structural integrity of the Building;

(iii) not interfere with any Building services (including Shared Facilities);

(iv) not interfere with or damage any waterproofing and Building membrane;

(v) not give rise to the transmission of "offensive noise" as defined in the Protection of the *Environment Operations Act 1997* as amended or replaced;

(vi) not be visible from outside the Retail Stratum Lot or outside of the Building and the air conditioning unit must be in keeping with the appearance of the Building; and

(vii) be installed to prevent vibration and structural bone noise.

(b) An Owner or Occupier of the Retail Stratum Lot that installs an air conditioning unit must when installing the air conditioning unit;

(i) comply with the requirements of this Statement;

(ii) comply with any relevant Authority requirements; and

(iii) comply with manufacturer's specifications for installation and connection of the air conditioning unit (if any).

(c) Without limiting any other provision of this Statement, damage to any part of the Building, any Shared Facilities or other services provided in the Building caused directly by a Retail Stratum Lot Owner or Occupier must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Building Management Committee.

1.14 Lighting

(a) Owners or Occupiers of the Retail Stratum Lot must not install any flashing, neon or strobe lights where visible from the exterior of the Retail Stratum Lot.

(b) All main internal lights and lighted signage where visible from the exterior of the Retail Stratum Lot must be switched off at close of business, except for security lights.

(c) Owners or Occupiers of the Retail Stratum Lot must ensure that all lighting installed or used in the Retail Stratum Lot does not spill or emanate into a Lot.

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1.15 Use of equipment

Any use, installation or operation of any equipment, including any kitchen exhaust, must not cause excessive noise or cause vibrations to adjacent lots.

2. General Construction Guidelines

2.1 Regulations during construction

The following regulations must be complied with by all Owners and Occupiers during construction:

(a) disturbance - activities must cause as little disturbance as possible to other Owners and Occupiers;

(b) hours – works must be carried out within working hours imposed by any relevant Authority provided that no works are permitted to be carried out before 7am or after 5.30pm Monday to Friday, before 8 am or after 1pm Saturday or at any time on Sunday or a public holiday;

(c) qualified tradesmen - only qualified, reputable and, where appropriate, licensed contractors may be used;

(d) quality of works - all works must be carried out in a proper and workmanlike manner;

(e) materials - only of high quality (and where possible new) materials fit for their purpose must be used;

(f) protective coverings - must be installed as directed by the representative of the Building Management Committee;

(g) dust - no activity will be permitted which causes dust to an unacceptable level;

(h) dirt - all resulting dust and dirt in common areas must be promptly cleaned;

(i) rubbish - all rubbish and debris must be promptly removed from a Lot or common property during construction, at completion of the work and when work is postponed and private arrangements must be made for the disposal of such rubbish;

(j) damage - any damage directly or indirectly caused to any part of a Lot or common property in the carrying out of the works must be promptly repaired or made good;

(k) moving items - any by-law of the Strata Scheme or directions of the Building Management Committee or building manager (as the case may be) relating to the moving of construction items, furniture and goods must be complied with;

(l) loading and unloading - shall only during the permitted hours and be strictly in accordance with the directions of the representative of the building manager

and representative of the Building Management Committee (as the case may be.

(m) approvals - no work may be permitted to commence without any necessary Approval, including

(i) a construction certificate; and

(ii) engineer's certificate and the like to ensure that such works do not impact on the structure integrity of the Building, Lot or Strata Scheme or any part thereof.

(n) noise and vibration levels - must be at the agreed acceptable level confirmed by the Building Management Committee's representative;

(o) putrescible waste - any container for putrescible waste must be emptied twice daily; and

(p) induction - if required by the Building Management Committee the contractors and subcontractors and their staff must be inducted into the operations and requirements of the Building Management Committee.

2.2 Building Standards

Owners and Occupiers must ensure that all works comply with Australian Standards, rules, regulations and other applicable Laws.

2.3 Water and Gas

(a) Wet areas must be suitably waterproofed to prevent leakage to the surrounding floor areas.

(b) The representative of the Building Management Committee must approve:

(i) any shutdown required by an Owners and Occupiers to isolate the water system to carry out connection or modifications; and

(ii) the procedures for carrying out the shutdown of the water system.

(c) All installations must be pressure tested prior to commissioning.

(d) Building shutdown to water supplies shall not be undertaken by Owners and Occupiers. Shutdowns shall be carried out at the direction of the Building Management Committee's representative.

(e) Drainage connections to stacks must be at the junctions provided. Owners and Occupiers must specifically submit details of pipe route, including any coring or fire rating methods through the slab if required.

(f) Owners and Occupiers must not cause any overload of the electrical supply.

(g) All pipe work is to be suitably labelled.

(h) Gas fixtures installed in a Lot or Strata Scheme must be fitted with its own flame failure shut off devices.

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(i) Plumbing services required to be fitted outside a Lot shall be arranged with the representative of the Building Management Committee and shall under no circumstances interfere with a Lot or the Residential Strata Scheme or the installations of other Owners and Occupiers.

(j) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code.

(k) No hot work is to be undertaken without the issue of a hot work permit by the Building Management Committee representative.

(l) Any works to a Shared Facility or works which may interference with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose conditions on the carrying out of the works.

2.4 Electrical

(a) All cabling and electrical work is to be suitably labelled.

(b) All cable penetrations must be suitably sealed to original specifications

Req:R688104 /Doc:SP 0100778 M /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:25-Feb-2020 09:02 /Seq:140 of 142
© DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4 /Ref:9125225

Approved Form 9	Strata Management Statement	Sheet 140 of 142 sheets
Office Use Only Registered: 21/02/2020		Office Use Only SP100778

Schedule 5 - Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we,....., appoint ..... as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for .....
*months/*meetings

* This form authorises the proxy to vote on my/our behalf on all matters **OR** * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member) .....

Signature or representative or substitute representative (if proxy appointed by them) .....

Signature of proxy .....

Notes

1. The proxy appointed by this form must be a natural person.

Req:R688104 /Doc:SP 0100778 M /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:25-Feb-2020 09:02 /Seq:141 of 142
© DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4 /Ref:9125225

Approved Form 9	Strata Management Statement	Sheet 141 of 142 sheets
Registered: 21/02/2020 Office Use Only		Office Use Only SP100778

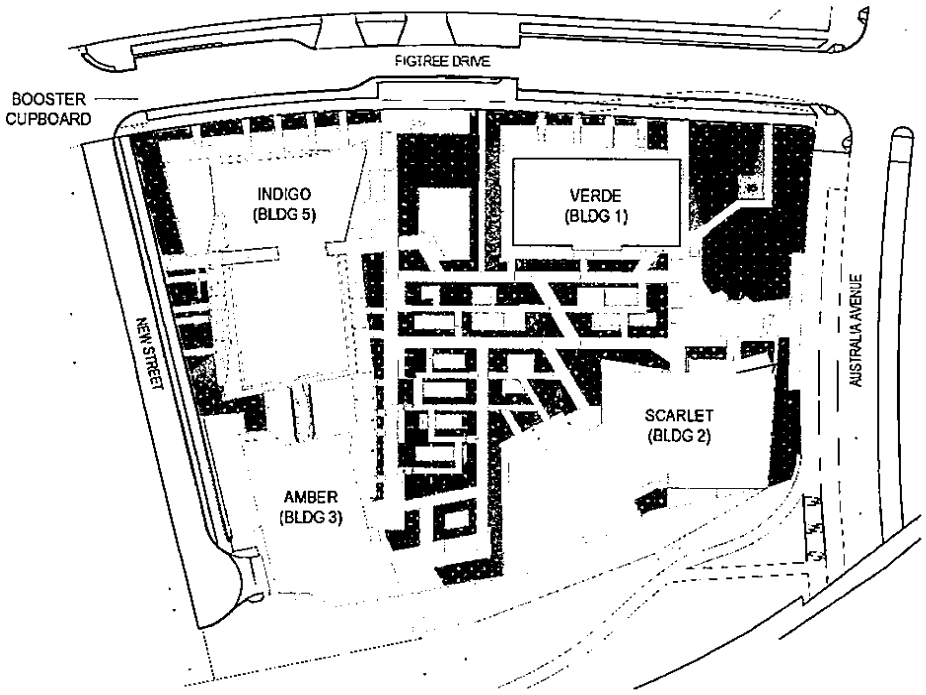
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.

Req:R688104 /Doc:SP 0100778 M /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:25-Feb-2020 09:02 /Seq:142 of 142
© DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4 /Ref:9125225

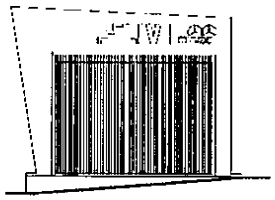
ePlan

Approved Form 9	Strata Management Statement	Sheet 142 of 142 sheets
Registered: 21/02/2020 Office Use Only		Office Use Only SP100778

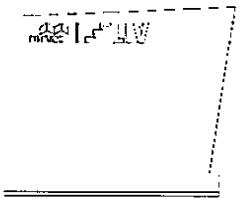
Schedule 6 - Signage Plan



KEY PLAN



NORTH ELEVATION



SOUTH ELEVATION

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InfoTrack
Your Searching Partner

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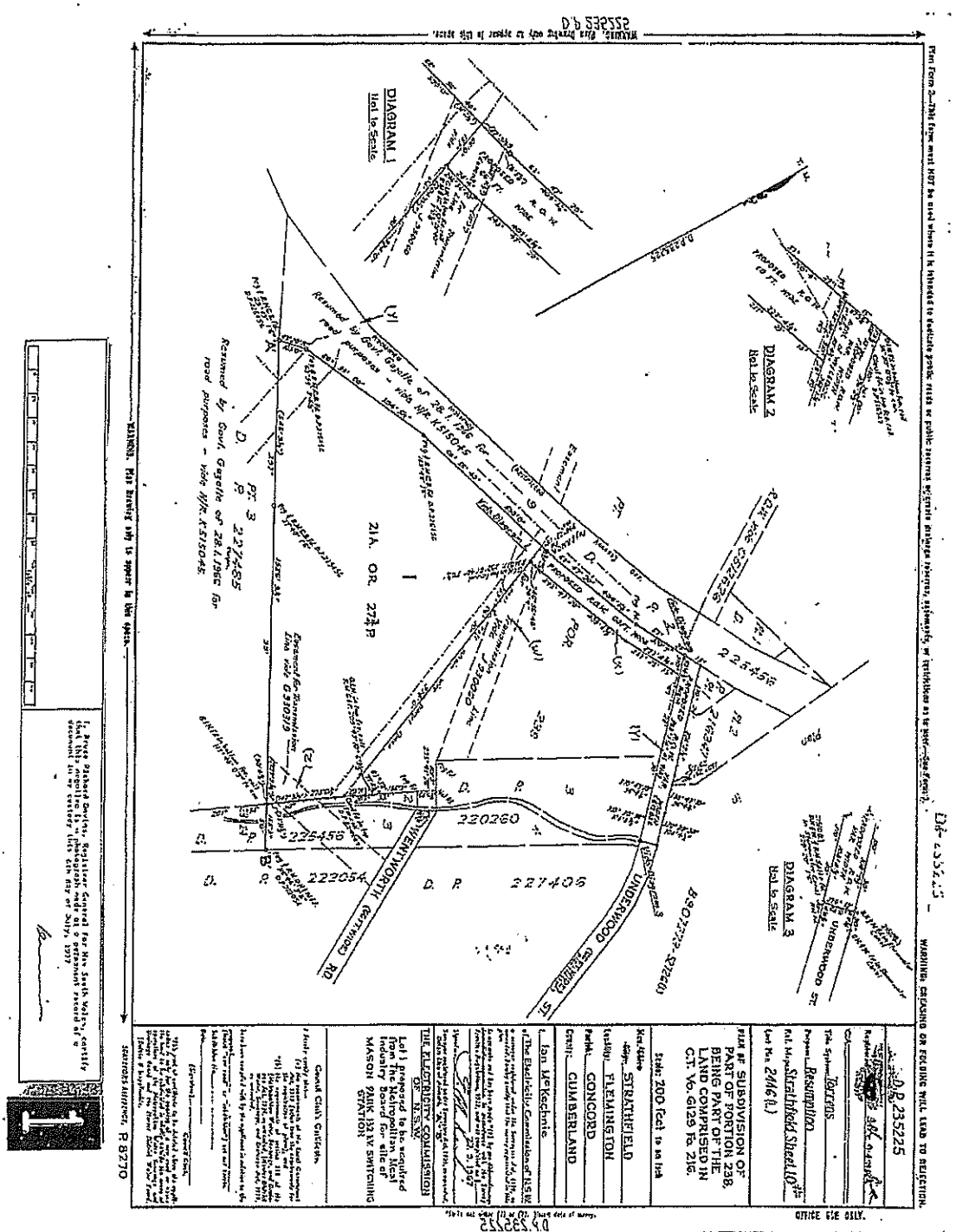

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InfoTrack

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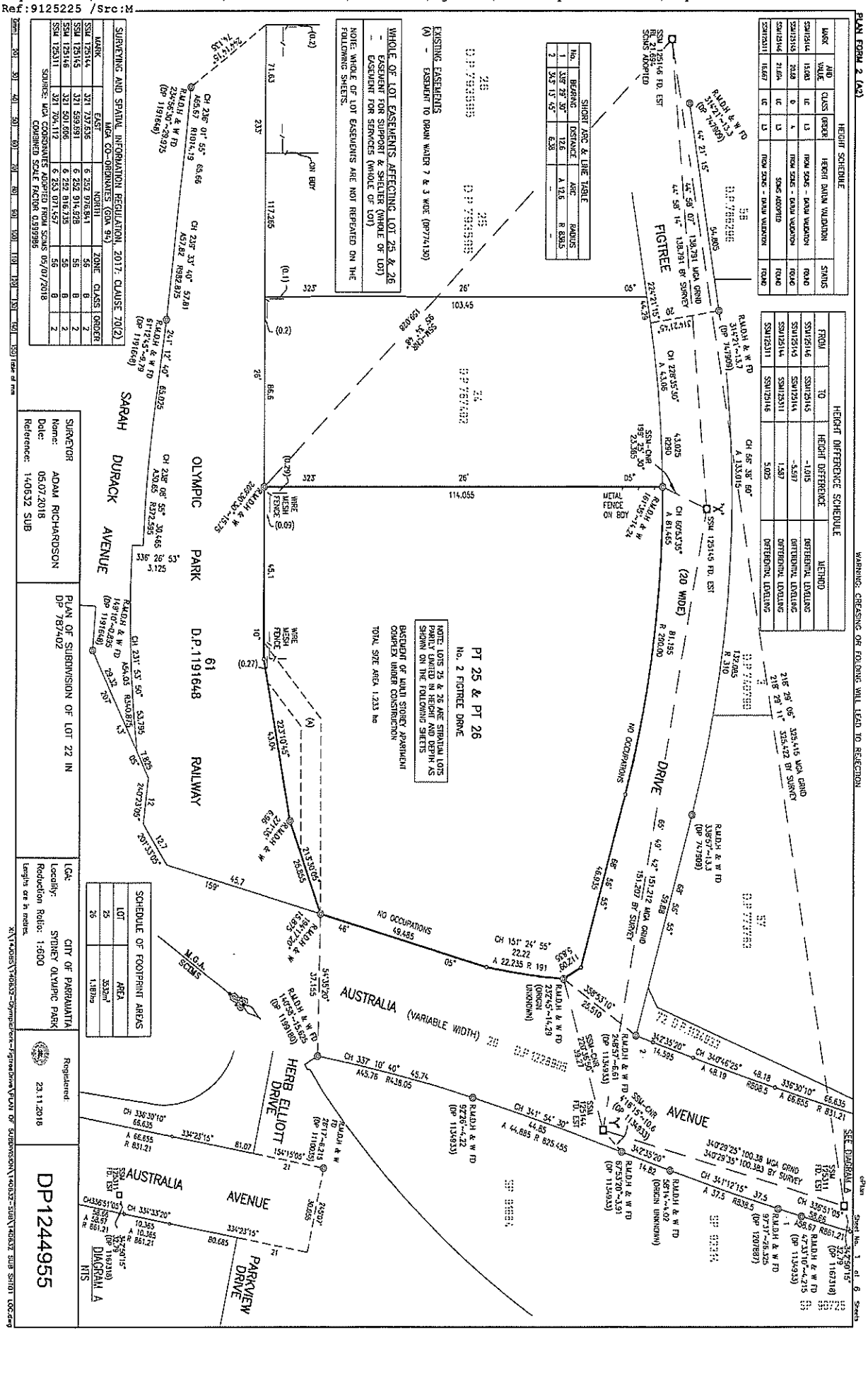
Ref:9125225 /Src:M



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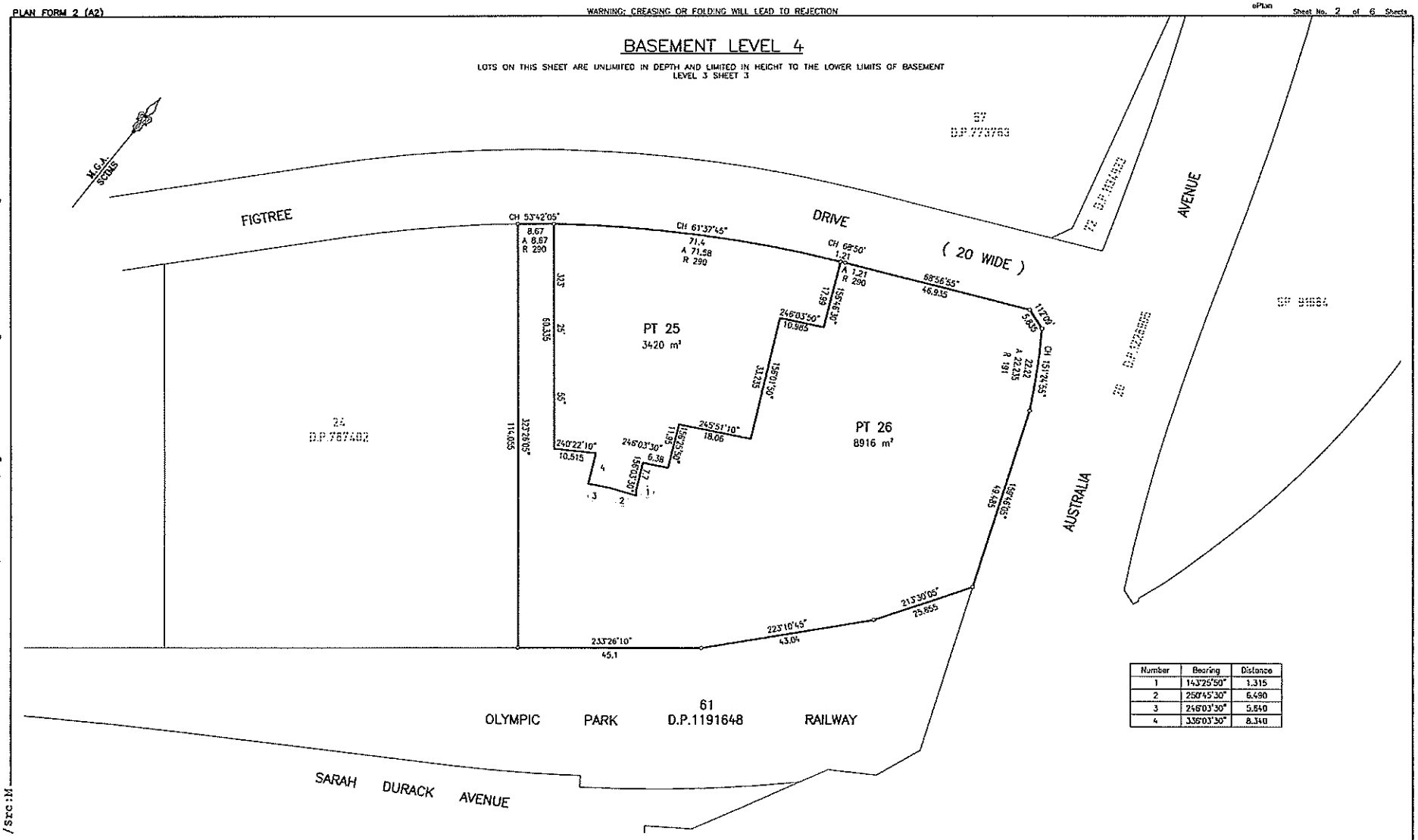
Req:R264836 /Doc:DP 1244955 P /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:2 of 9
Ref:9125225 /Src:M

BASEMENT LEVEL 4

LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF BASEMENT LEVEL 3 SHEET 3



Number	Bearing	Distance
1	143°25'50"	1.315
2	250°45'30"	6.490
3	246°03'30"	5.840
4	336°03'30"	8.340

SURVEYOR	PLAN OF SUBDIVISION OF LOT 22 IN DP 787402	LGA: CITY OF PARRAMATTA	Registered:	DP1244955
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	23.11.2018	
Date: 05.07.2018		Reduction Ratio: 1:600		
Reference: 140632 SUB		Lengths are in metres.		

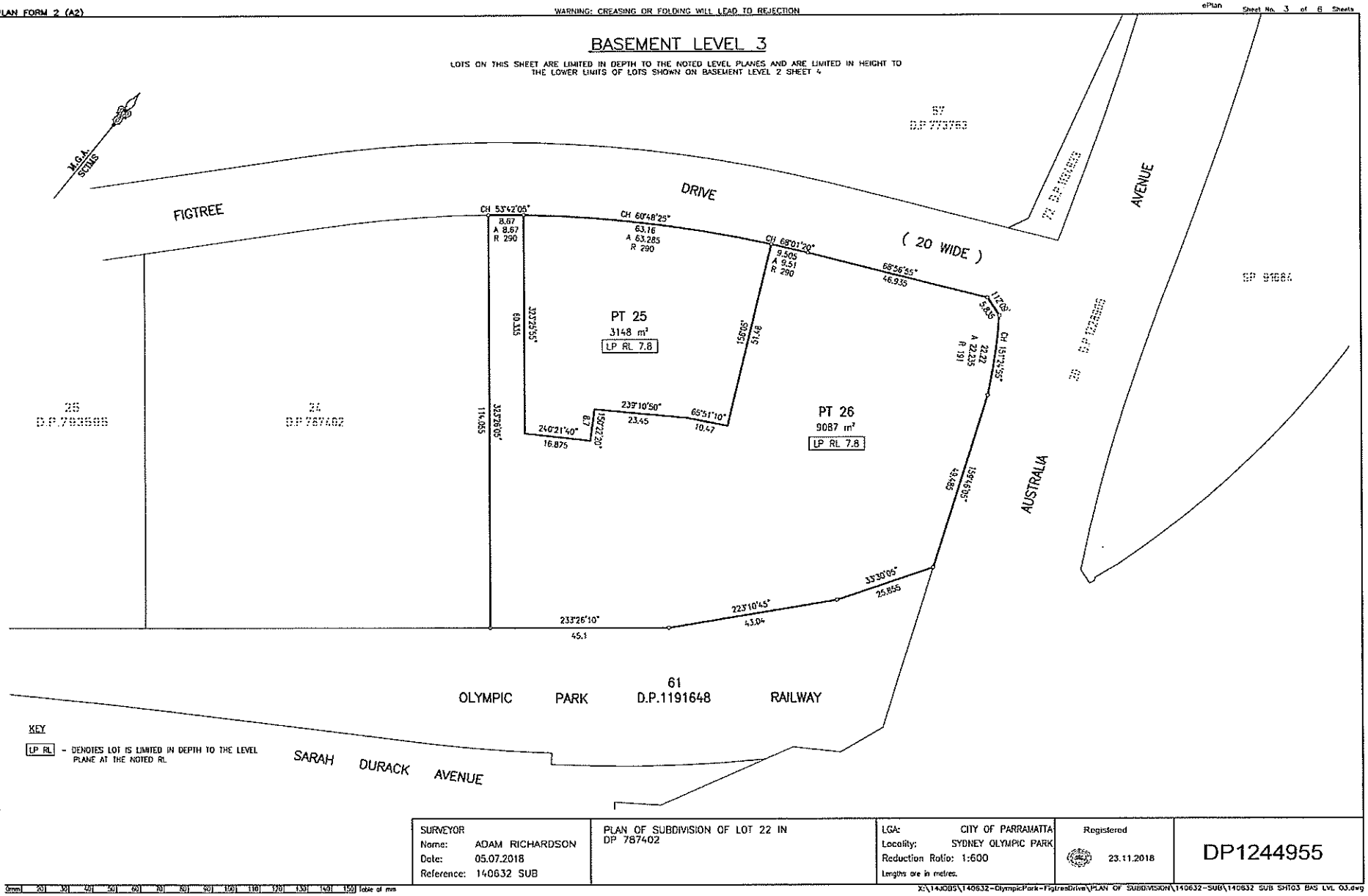
0mm 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Scale of mm

X:\140685\140632-OlympicPark-FigtreeDrive\PLAN OF SUBDIVISION\140632-SUB\140632 SUB SHT02 BAS LVL 04.dwg

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 3 of 6 Sheets

BASEMENT LEVEL 3

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 2 SHEET 4



SURVEYOR	PLAN OF SUBDIVISION OF LOT 22 IN DP 787402	LGA: CITY OF PARRAMATTA	Registered	DP1244955
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	23.11.2018	
Date: 05.07.2018		Reduction Ratio: 1:600		
Reference: 140632 SUB		Lengths are in metres.		

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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Req:R264836 /Doc:DP 1244955 P /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:3 of 9
Ref:9125225 /Src:M

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

Req:R264836 /Doc:DP 1244955 P /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:4 of 9
Ref:9125225 /Src:M

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

BASEMENT LEVEL 2

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 1 SHEET 5

KEY

LP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

M.G.A. SCIMS

SARAH DURACK AVENUE

OLYMPIC PARK

61 D.P.1191648

RAILWAY

FIGTREE DRIVE (20 WIDE)

AUSTRALIA AVENUE

PT 25
2866 m²
LP RL 10.8

PT 26
9470 m²
LP RL 10.8

24 D.P.787402

57 D.P.777783

72 D.P.1224933

28 D.P.1278805

SURVEYOR	
Name:	ADAM RICHARDSON
Date:	05.07.2018
Reference:	140632 SUB
PLAN OF SUBDIVISION OF LOT 22 IN DP 787402	
LGA:	CITY OF PARRAMATTA
Locality:	SYDNEY OLYMPIC PARK
Reduction Ratio:	1:600
Lengths are in metres.	
Registered:	23.11.2018
DP1244955	

cPlan Sheet No. 4 of 6 Sheets

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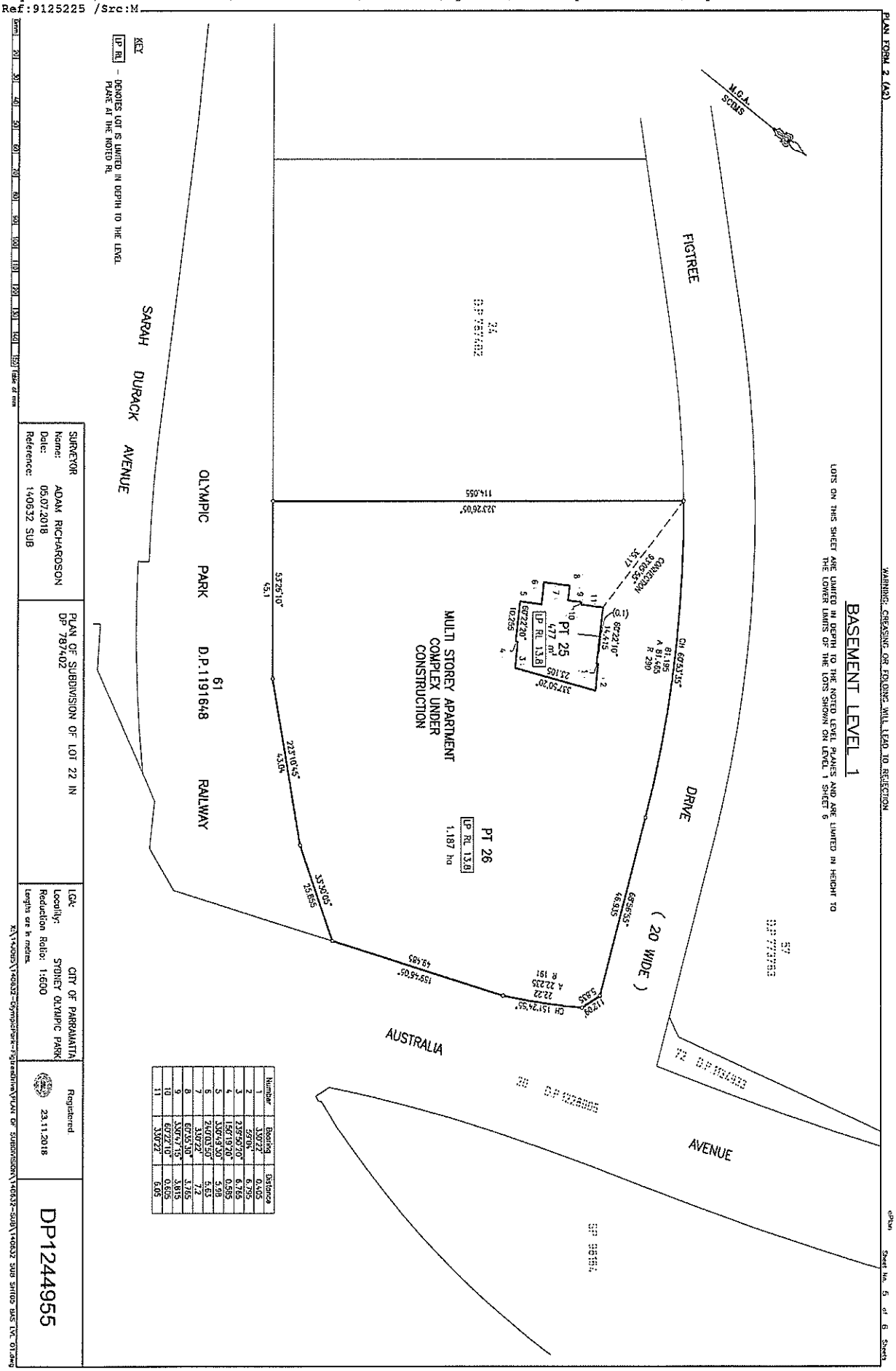
Req:R264836 /Doc:DP 1244955 P /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:5 of 9
Ref:9125225 /Src:M

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

BASEMENT LEVEL 1

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 SHEET 6



Number	Bearing	Distance
1	330°22'	0.405
2	59°04"	6.795
3	239°50'20"	6.765
4	150°19'20"	0.595
5	330°43'30"	5.99
6	240°03'50"	5.63
7	330°22'	7.2
8	60°55'30"	3.765
9	330°47'15"	3.815
10	60°22'10"	0.605
11	330°22'	6.05

SURVEYOR	
Name:	ADAM RICHARDSON
Date:	05.07.2018
Reference:	140632 SUB
PLAN OF SUBDIVISION OF LOT 22 IN DP 787402	
LGA:	CITY OF PARRAMATTA
Locality:	SYDNEY OLYMPIC PARK
Reduction Ratio:	1:600
Lengths are in metres.	
Registered	23.11.2018
DP1244955	

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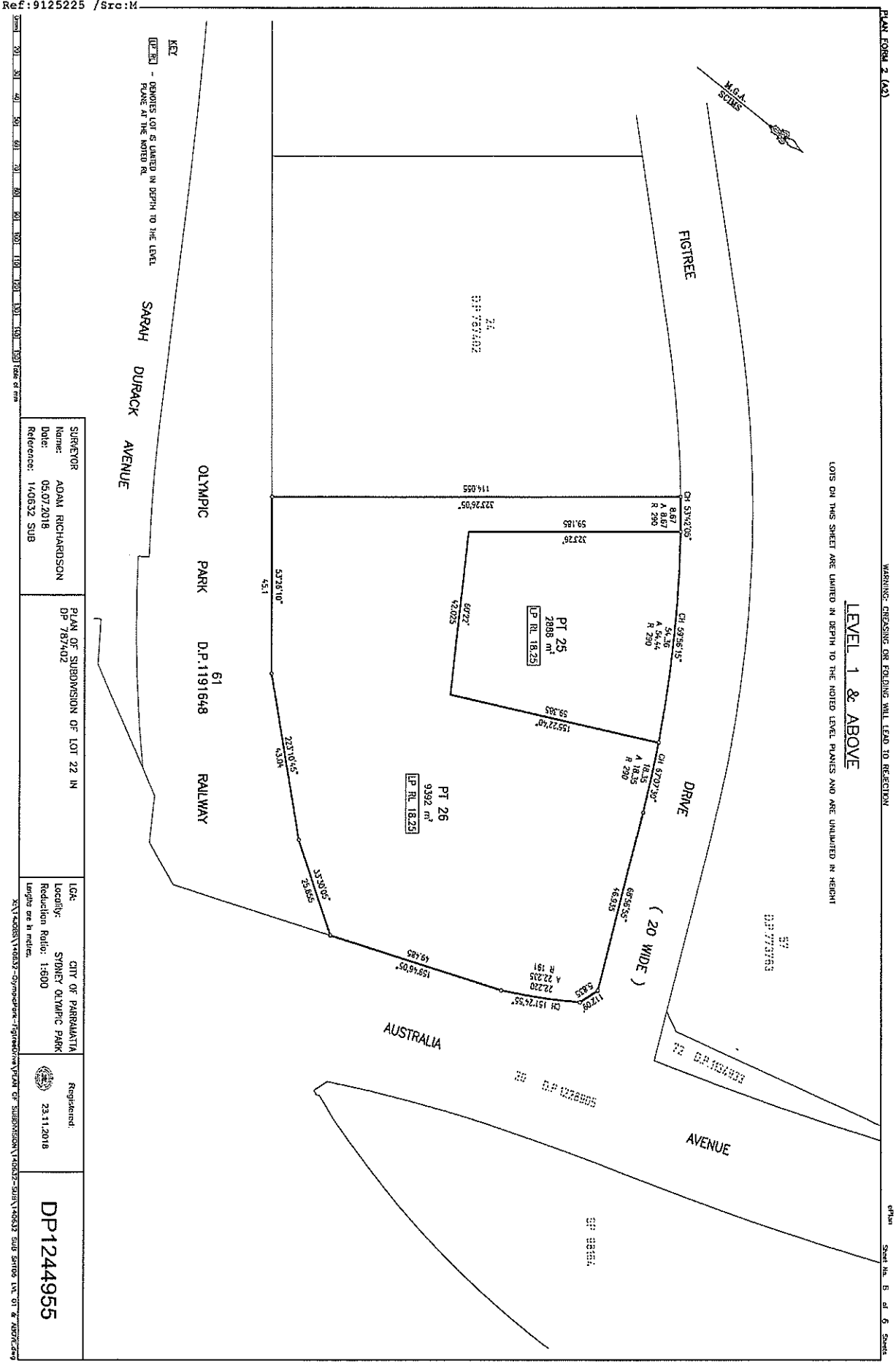
Req:R264836 /Doc:DP 1244955 P /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:6 of 9
Ref:9125225 /Src:M

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 6 of 6 Sheets

LEVEL 1 & ABOVE

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED IN HEIGHT



SURVEYOR Name: ADAM RICHARDSON Date: 05.07.2018 Reference: 140632 SUB	PLAN OF SUBDIVISION OF LOT 22 IN DP 787402	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:600 Lengths are in metres.	Registered: 23.11.2018
			DP1244955

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 23.11.2018

Title System: TORRENS

Office Use Only

DP1244955

PLAN OF SUBDIVISION OF LOT 22 IN DP 787402

LGA: CITY OF PARRAMATTA

Locality: ~~HOMEBUSH~~ SYDNEY OLYMPIC PARK

Parish: CONCORD

County: CUMBERLAND

Survey Certificate

I, ADAM RICHARDSON

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 05.07.2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation,~~ or

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: X - Y

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 28.09.2018

Surveyor Identification No: 8747

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, GORDON WREN

~~*Authorised Person/*General Manager/*~~accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: BPB 0447

Consent/Authority: SOPA

Date of Endorsement: 12TH OCTOBER 2018

Subdivision Certificate no: SUC 035

File number: DA 06-05-2018

*Strike through if inapplicable

Plans used in the preparation of survey/compilation

DP 1191648
DP 747909
DP 1134933
DP 1163718
DP 1110035
SP 91684
~~DP 1207887~~

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 140632 SUB

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

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Req:R264836 /Doc:DP 1244955 P /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:8 of 9
Ref:9125225 /Src:M DP1244955

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 23.11.2018

PLAN OF SUBDIVISION OF LOT 22 IN DP 787402

Subdivision Certificate No: SUC035

Date of Endorsement: 12TH OCTOBER 2018

Office Use Only

DP1244955

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
4. EASEMENT FOR SERVICES (WHOLE OF LOT)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 SUB

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

Req:R264836 /Doc:DP 1244955 P /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:9 of 9
Ref:9125225 /Src:M DP1244955

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 23.11.2018

Office Use Only

DP1244955

PLAN OF SUBDIVISION OF LOT 22 IN DP 787402

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SUC035

Date of Endorsement: 12TH OCTOBER 2018

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.

Signature of witness:

Name of witness: BENJAMIN WOODS

Address of witness: LEVEL 1, 8 AUSTRALIA AVE, SYDNEY OLYMPIC PARK, NSW 2127

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

Signature of authorised officer:

Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL

Signing on behalf of: Sydney Olympic Park Authority

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 SUB

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

Req:R264837 /Doc:DP 1244955 B /Rev:23-Nov-2018 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 07:48 /Seq:1 of 8
Ref:9125225 /Src:M DP1244955

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

ePlan

Plan:
DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No. SUC035

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Positive Covenant	25 and 26	Sydney Olympic Park Authority
2	Restriction on the Use of Land	25	Sydney Olympic Park Authority
3	Easement for Support & Shelter (whole of lot)	25 26	26 25
4	Easement for Services (whole of lot)	25 26	26 25

Part 2 (Terms)

1 Interpretation

1.1 Definitions

Unless the context otherwise requires:

(a) **Act** means the Sydney Olympic Park Authority Act 2001 (NSW).

(b) **Building** the mixed use building to be constructed on the Lot Burdened.

(c) **Building Approval** means approval SSD 7662 as amended or varied.

(d) **Building Works** means the completion of the Building in accordance with the Building Approval.

(e) **Event** means any cultural, sporting, educational, commercial, tourist, recreational or entertainment activity or any other activity which SOPA may promote, co-ordinate, organise, manage, undertake, secure, provide or conduct in the exercise of its functions under the Act from time to time.

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

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

ePlan

Plan: DP1244955	**Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No.** SUC035
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

(f) **Grantee** means the registered proprietor of a Lot Benefited.

(g) **Lot Burdened** means each lot burdened by an easement, positive covenant or restriction in this instrument.

(h) **Lot Benefited** means the whole or any part of the lot having the benefit of an Easement.

(i) **Grantor** means every person at any time entitled to an estate or interest in the Lot Burdened, including:

(i) any freehold or leasehold estate or interest in possession in the Lot Burdened; and

(ii) any interest as the registered proprietor, lessee or occupier of a lot in a community scheme under the Community Land Management Act 1989 (NSW) or strata scheme under the Strata Schemes Development Act 2015 (NSW) within which scheme the Lot Burdened is a common property lot or community property lot.

(j) **Plan** means the plan to which this instrument relates.

(k) **Prescribed Authority** means SOPA and any other Authority authorised by SOPA.

(l) **Residential Use** means:

(i) residential accommodation; and

(ii) leasing activities and other services associated with the provision of residential accommodation.

(m) **Service** includes:

(i) the supply of water, gas, electricity, oil, and air conditioning;

(ii) the provision of sewerage and drainage;

(iii) telephone, television, radio impulses, signals or data transmission service or other transmission means;

(iv) security systems;

(v) fire hydrant and sprinkler systems;

(vi) irrigation systems;

(vii) ventilation (mechanical or otherwise) system; and

(viii) any other facility, supply or transmission.

(n) **Service Apparatus** includes any apparatus, plant, pipes, cables, tubes, wires, conduits, airconditioning condenser units, ducts, tracks, and rises required for a Service or in connection with a Service.

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

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

ePlan

Plan:
DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No. SUC035

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

(o) **Sydney Olympic Park** has the meaning it bears in the Act.

(p) **SOPA** means Sydney Olympic Park Authority and:

(i) any person appointed to replace or administer it or to carry out its functions; and

(ii) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

1.2 References to certain terms

Unless the contrary intention appears:

(a) a reference to this public positive covenant or another instrument includes any variation or replacement of them;

(b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;

(c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(d) the singular includes the plural and vice versa;

(e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(j) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2 Terms for Positive Covenant numbered 1 in the Plan

2.1 Obligations of Grantors

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

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

ePlan

Plan:
DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No. SUC035

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

Each Grantor:

(a) acknowledges that the use of Sydney Olympic Park by the Prescribed Authority in the exercise of its statutory functions in relation to Events may affect the Grantor's use and enjoyment of the Lot Burdened (or, if the Lot Burdened is a community property lot or common property lot, the Grantor's use and enjoyment of any land in which Grantor has an interest within the community scheme or strata scheme of which that community property lot or common property lot forms part), including affectations caused by the matters referred to in clauses 2.2, 2.3, and 2.4; and

(b) agrees to be bound by the terms of this positive covenant in favour of the Prescribed Authority.

2.2 Noise and lighting

(a) During any Event (including during preparation for, and dismantling and removal of facilities and equipment and rubbish after, an Event) noise levels (including noise caused by crowds, amplified music and voices, broadcast announcements, alarms, sirens, pyrotechnic displays, helicopters, security patrols, traffic and animals) may exceed legal requirements and occur at times normally subject to noise restrictions.

(b) Events may be illuminated by, or may incorporate the use of, normal lighting or high intensity lighting including floodlighting, spotlighting, laser lighting and other forms of illumination.

(c) Each Grantor covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above noise or lighting.

2.3 Vehicle and pedestrian access

During and for designated periods before and after an Event, Event traffic management may result in:

(a) access being available only by designated routes; and

(b) temporary closures to roads within Sydney Olympic Park and surrounding roads, and traffic delays; and

(c) parking restrictions on areas available for public parking; and

(d) changes to or suspension of normal public transport services to Sydney Olympic Park.

Each Grantor covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above

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

ePlan

Plan: DP1244955	**Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No.** SUC035
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

restrictions on vehicle or pedestrian access provided that pedestrian and vehicular access remains available at all times to the Lot Burdened via an accessible route.

2.4 Security

If security is required for an Event:

(a) security checks of persons and vehicles may be required for access to any area within Sydney Olympic Park designated by the Prescribed Authority as a secure area for the purposes of the Event; and

(b) searches of vehicles, persons and goods may be undertaken on every entry into any designated secure area; and

(c) access to designated secure areas may only be available to persons accredited in relation to the Event.

Each Grantor covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from implementation by any person of any of the above security measures.

2.5 Rights and powers of Prescribed Authority

The rights and powers of the Prescribed Authority under this public positive covenant are in addition to and not in substitution for the rights and powers of the Prescribed Authority under Part 6 Division 4 of the Conveyancing Act, 1919.

This public positive covenant is made under section 88D of the Conveyancing Act, 1919.

3 Terms for Restriction on the Use of Land Use numbered 2 in the Plan

The use of the Lot Burdened is restricted to the effect that:

(a) the Lot Burdened must only be used for Residential Use; and

(b) the Grantor must not use, or permit others to use, the Lot Burdened for the purposes of hotel or motel accommodation, for serviced apartments or for any other temporary or short-term residential purposes.

4 Terms of Easement for Support and Shelter (whole of lot) numbered 3 in the Plan

4.1 The Grantor grants to the Grantee an easement for subjacent and lateral support and shelter in any direction:

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

ePlan

Plan: DP1244955	**Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No.** SUC035
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

(a) of those parts of the Building erected on a Lot Benefited at the date of registration of the Plan; and

(b) of those parts of the Building on a Lot Benefited erected as part of the Building Works following registration of the Plan

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

4.2 The Grantor must:

(a) not do anything which will detract from the support of the Lot Benefited; and

(b) allow the Grantee to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Lot Benefited is maintained.

4.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly;

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition;

(d) make good any collateral damage; and

(e) comply with statute law pertaining to the use of the Lot Burdened for the permitted purpose under this easement.

5 Terms for Easement for Services (whole of lot) numbered 4 in the Plan

5.1 For the purposes of this easement, Services and Services Apparatus includes:

(a) those Services and Services Apparatus installed up to and including the date of registration of the Plan; and

(b) those Services and Services Apparatus installed as part of the Building Works following registration of the Plan.

5.2 The Grantee may:

(a) use each Lot Burdened to provide Services to or from each Lot Benefited

(b) use that part of the Lot Burdened reasonably required to install, use and maintain the Services Apparatus necessary for the operation of any Services; and

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

(i) entering the Lot Burdened, and

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

ePlan

Plan: DP1244955	**Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No.** SUC035
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

(ii) taking anything on to the Lot Burdened, and

(iii) carry out work, such as constructing, placing, repairing or maintaining Services and Services Apparatus.

5.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened, and

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and

(d) restore the Lot Burdened as nearly as is practicable to its former condition, and

(e) make good any collateral damage.

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

ePlan

(Sheet 8 of 8 sheets)

Plan:
DP1244955

Plan of Subdivision of Lot 22 in DP787402 covered by Subdivision Certificate No. SUC035

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.

Signature of witness:

Name of witness: BENJAMIN WOODS

Address of witness: LEVEL 1, 8 AUSTRALIA AVE, SYDNEY OLYMPIC PARK, NSW 2127

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

Signature of authorised officer:

Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: EXECUTIVE DIRECTOR, COMMERCE

Signing on behalf of: **Sydney Olympic Park Authority**

REGISTERED 23.11.2018

3452-6908-1867v4
(Pavilions)

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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 1 of 6 Sheets

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATUS
SSM 125144	15.083	LC	L3	FROM SCIMS – DATUM VALIDATION	FOUND
SSM 125145	20.88	0	4	FROM SCIMS – DATUM VALIDATION	FOUND
SSM 125146	21.694	LC	L3	SCIMS ADOPTED	FOUND
SSM 125311	16.667	LC	L3	FROM SCIMS – DATUM VALIDATION	FOUND

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 125144	SSM 125145	-1.015	DIFFERENTIAL LEVELLING
SSM 125145	SSM 125144	-5.597	DIFFERENTIAL LEVELLING
SSM 125144	SSM 125311	1.387	DIFFERENTIAL LEVELLING
SSM 125311	SSM 125146	5.025	DIFFERENTIAL LEVELLING

SHORT ARC & LINE TABLE

No.	BEARING	DISTANCE	ARC	RADIUS
1	339° 29' 30"	12.6	A 12.6	R 838.5
2	345° 13' 45"	6.38	–	–

NOTE: WHOLE OF LOT EASEMENTS ARE NOT REPEATED ON THE FOLLOWING SHEETS.

WHOLE OF LOT EASEMENTS AFFECTING LOT 33 & 34 VIDE DP 1244955

- EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)

WHOLE OF LOT EASEMENTS AFFECTING LOT 33 & 34

- EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- EASEMENT FOR SERVICES (WHOLE OF LOT)

EXISTING EASEMENTS

(A) – EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP774130)

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 70(2)

MARK	MGA CO-ORDINATES (GDA 94) EAST	NORTH	ZONE	CLASS	ORDER
SSM 125144	321 737.636	6 252 976.841	56	B	2
SSM 125145	321 599.691	6 252 914.928	56	B	2
SSM 125146	321 501.606	6 252 816.735	56	B	2
SSM 125311	321 704.112	6 253 071.457	56	B	2

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 05/07/2018
COMBINED SCALE FACTOR 0.999986

SCHEDULE OF FOOTPRINT AREAS

LOT	AREA
33	2135m²
34	1.134ha

SURVEYOR
Name: ADAM RICHARDSON
Date: 05.07.2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered: 16.5.2019

DP1249952

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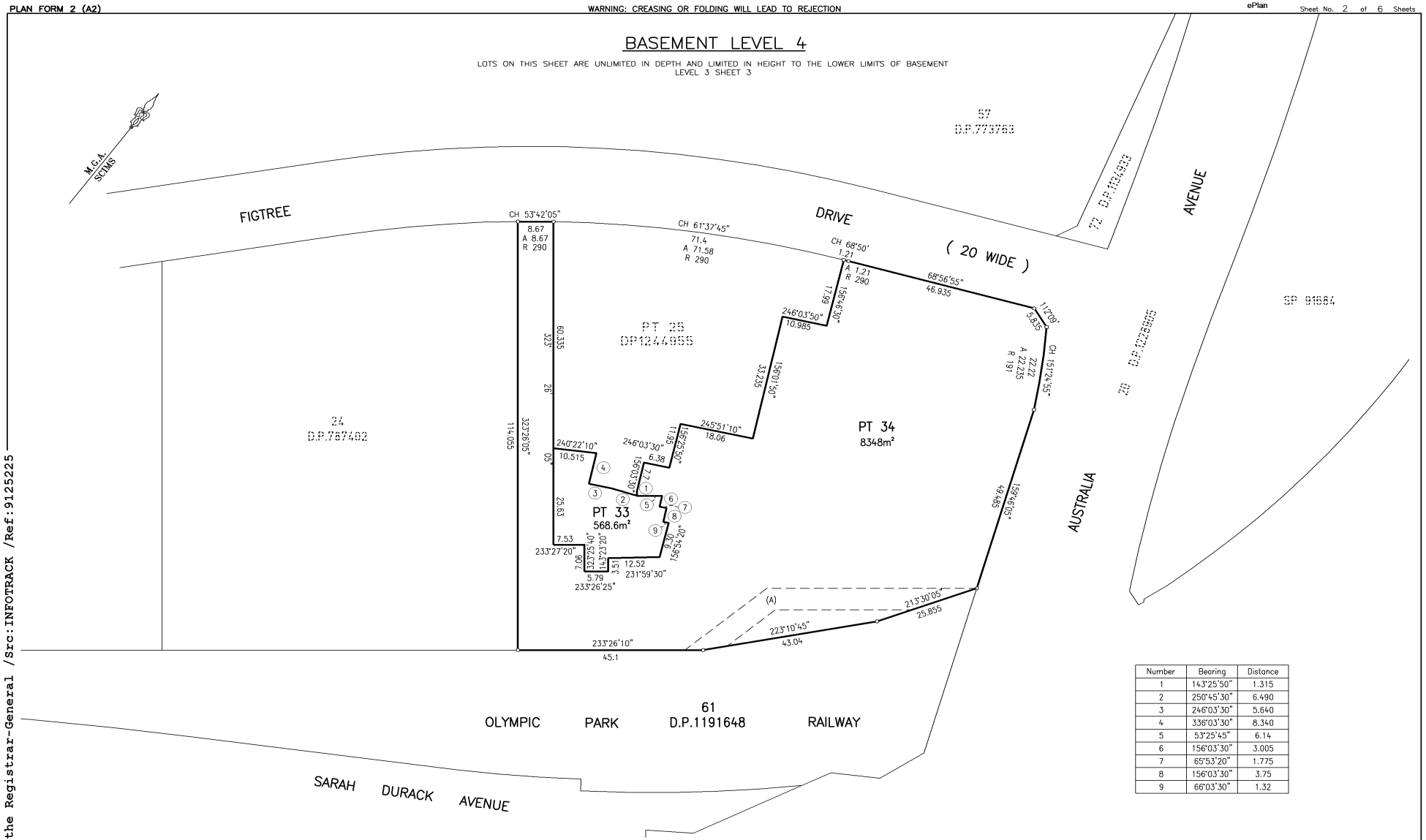
BASEMENT LEVEL 4

LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF BASEMENT LEVEL 3 SHEET 3



Number	Bearing	Distance
1	143°25'50"	1.315
2	250°45'30"	6.490
3	246°03'30"	5.640
4	336°03'30"	8.340
5	53°25'45"	6.14
6	156°03'30"	3.005
7	65°53'20"	1.775
8	156°03'30"	3.75
9	66°03'30"	1.32

EXISTING EASEMENTS:

(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774130)

SURVEYOR Name: ADAM RICHARDSON Date: 05.07.2018 Reference: 140632 SUB	PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:600 Lengths are in metres.	Registered: 16.5.2019	DP1249952

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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BASEMENT LEVEL 3

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 2 SHEET 4

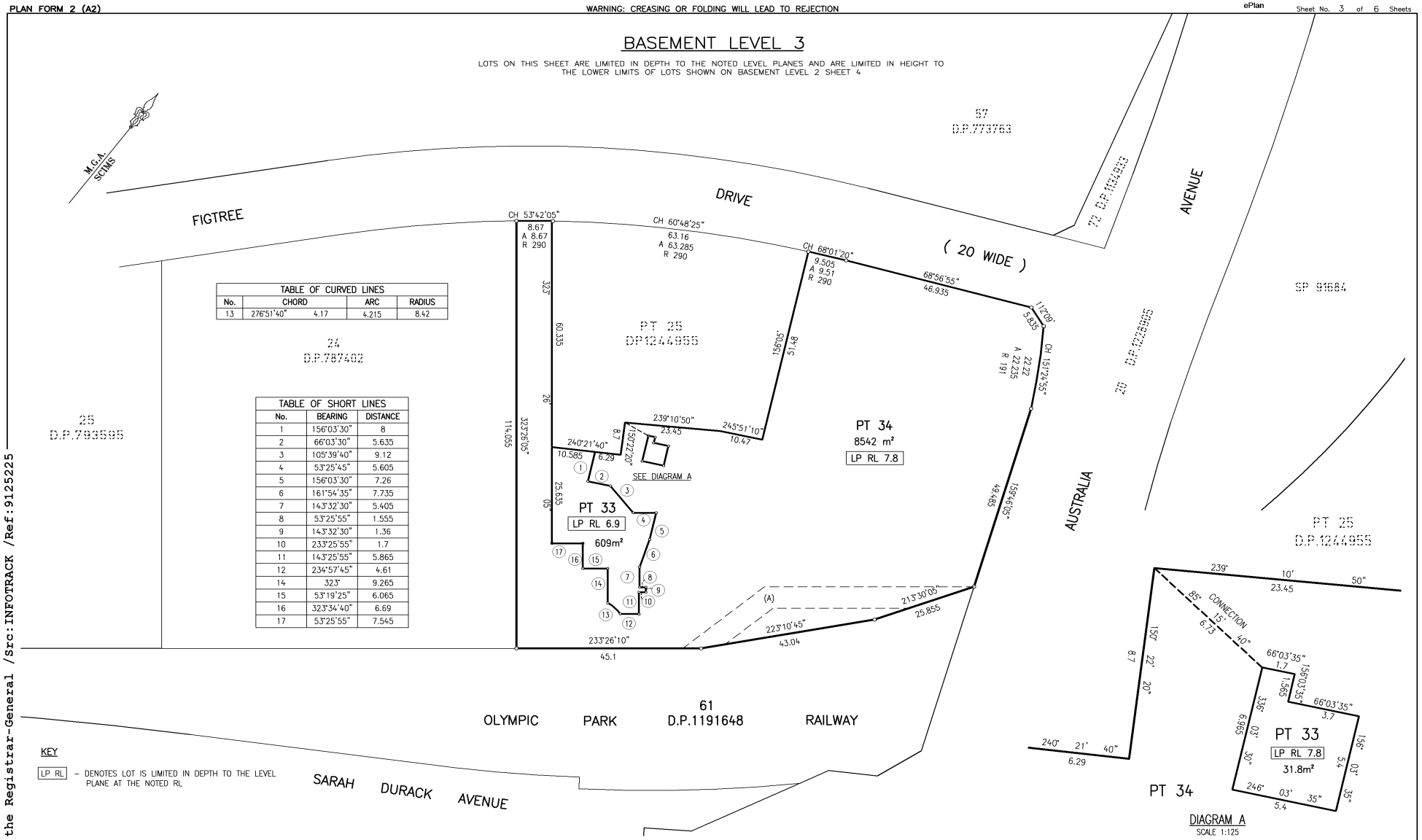

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
13	276°51'40" 4.17	4.215	8.42

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	156°03'30"	8
2	66°03'30"	5.635
3	105°39'40"	9.12
4	53°25'45"	5.605
5	156°03'30"	7.26
6	161°54'35"	7.735
7	143°32'30"	5.405
8	53°25'55"	1.555
9	143°32'30"	1.36
10	233°25'55"	1.7
11	143°25'55"	5.865
12	234°57'45"	4.61
14	323°	9.265
15	53°19'25"	6.065
16	323°34'40"	6.69
17	53°25'55"	7.545

KEY

LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

DIAGRAM A
SCALE 1:125

EXISTING EASEMENTS:

(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774130)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:600 Lengths are in metres.	Registered: 16.5.2019	DP1249952
Name: ADAM RICHARDSON Date: 05.07.2018 Reference: 140632 SUB				

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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BASEMENT LEVEL 2

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 1 SHEET 5

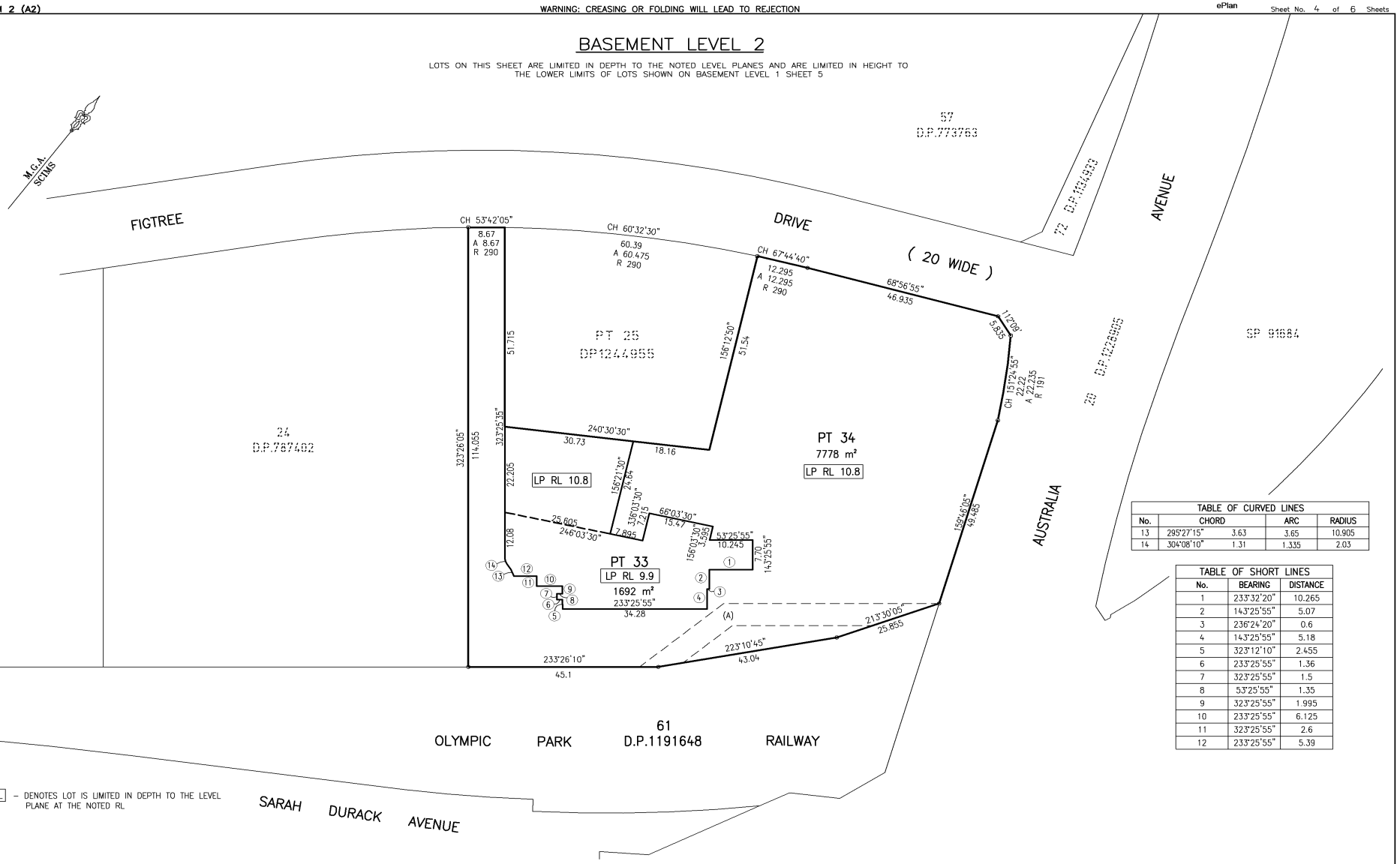

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
13	295°27'15" 3.63	3.65	10.905
14	304°08'10" 1.31	1.335	2.03

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	233°32'20"	10.265
2	143°25'55"	5.07
3	236°24'20"	0.6
4	143°25'55"	5.18
5	323°12'10"	2.455
6	233°25'55"	1.36
7	323°25'55"	1.5
8	53°25'55"	1.35
9	323°25'55"	1.995
10	233°25'55"	6.125
11	323°25'55"	2.6
12	233°25'55"	5.39

KEY

LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EXISTING EASEMENTS:

(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774130)

SURVEYOR Name: ADAM RICHARDSON Date: 05.07.2018 Reference: 140632 SUB	PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:600 Lengths are in metres.	Registered: 16.5.2019	DP1249952

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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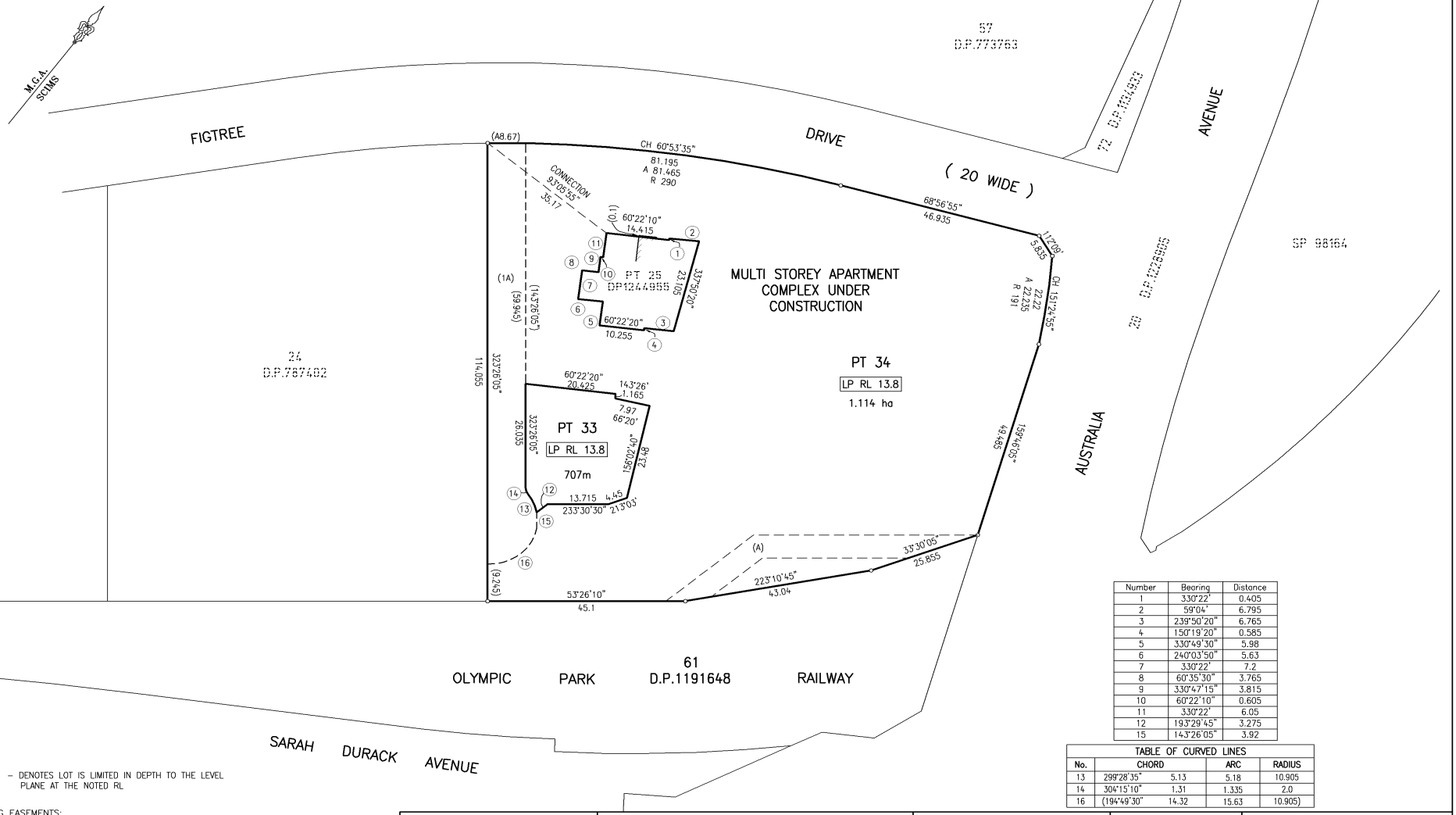
BASEMENT LEVEL 1

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 SHEET 6.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS.



Number	Bearing	Distance
1	330°22'	0.405
2	59°04'	6.795
3	239°50'20"	6.765
4	150°19'20"	0.585
5	330°49'30"	5.98
6	240°03'50"	5.63
7	330°22'	7.2
8	60°35'30"	3.765
9	330°47'15"	3.815
10	60°22'10"	0.605
11	330°22'	6.05
12	193°29'45"	3.275
15	143°26'05"	3.92

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
13	299°28'35"	5.13	5.18	10.905
14	304°15'10"	1.31	1.335	2.0
16	(194°49'30"	14.32	15.63	10.905)

KEY

LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EXISTING EASEMENTS:

(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774130)

EASEMENTS:

(1A) EASEMENT FOR ACCESS VARIABLE WIDTH WIDE (LIMITED IN STRATUM)

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SURVEYOR Name: ADAM RICHARDSON Date: 05.07.2018 Reference: 140632 SUB	PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:600 Lengths are in metres.	Registered: 16.5.2019	DP1249952

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PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 6 of 6 Sheets

LEVEL 1 & ABOVE

LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED IN HEIGHT.
EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE BURDENED LOTS.

KEY

LP RL – DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

EXISTING EASEMENTS:

(A) EASEMENT TO DRAIN WATER 7 & 3 WIDE (DP 774130)

EASEMENTS:

(1A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR
Name: ADAM RICHARDSON
Date: 05.07.2018
Reference: 140632 SUB

PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:600
Lengths are in metres.

Registered: 16.5.2019

DP1249952

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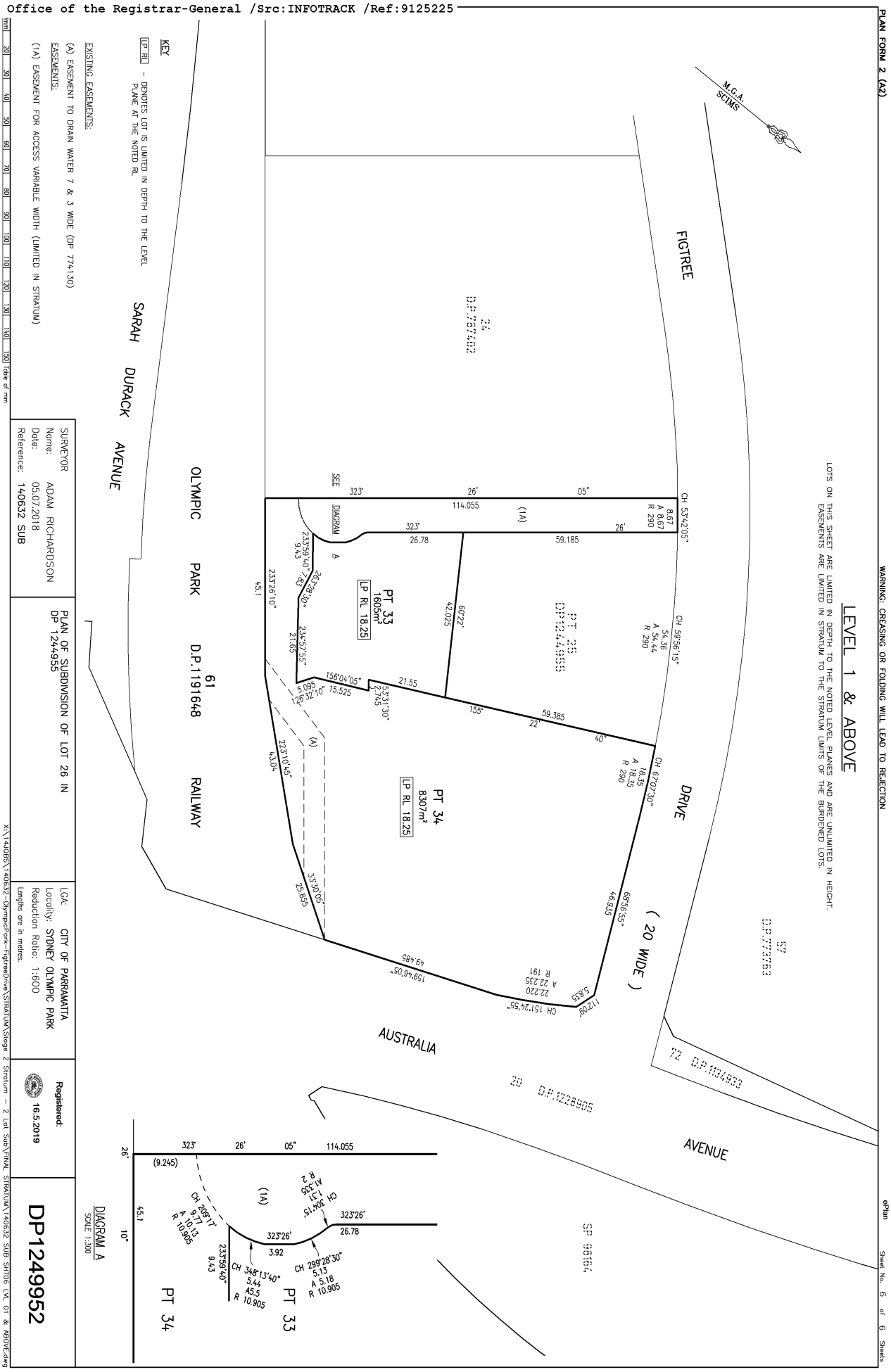

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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 16.5.2019

Title System: TORRENS

Office Use Only

DP1249952

PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Parish: CONCORD

County: CUMBERLAND

Survey Certificate

I, ADAM RICHARDSON

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 05.07.2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation,~~ or

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X'-'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 14.01.2019

Surveyor Identification No: 8747

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, GORDON WREN

~~*Authorised Person/*General Manager~~/*accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: BPB 0447

Consent Authority: SOPA

Date of Endorsement: 30TH JAN. 2019

Subdivision Certificate no: SUC047

File number: DA 11-11-2018

*Strike through if inapplicable

Plans used in the preparation of survey/compilation

DP 1191648	DP 1110035
DP 747909	SP 91684
DP 1134933	DP 1207887
DP 1163718	DP 1244955

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 140632 SUB

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

X:\14JOBS\140632-OLYMPICPARK-FIGTREEDRIVE\STRATUM\STAGE 2 STRATUM - 2 LOT SUB\FINAL STRATUM\140632 SUB ADMIN SHT01.DWG

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Req:R530992 /Doc:DP 1249952 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:21-Aug-2020 17:11 /Seq:8 of 9
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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 16.5.2019

Office Use Only

DP1249952

PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955

Subdivision Certificate No: SVC 047

Date of Endorsement: 30TH JAN 2019

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
3. EASEMENT FOR SERVICES (WHOLE OF LOT)
4. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (1A)

ADDRESSES ARE NOT KNOW AT THIS STAGE

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 SUB

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 16.5.2019

Office Use Only

DP1249952

PLAN OF SUBDIVISION OF LOT 26 IN DP 1244955

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: .....

Date of Endorsement: .....

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.

Signature of witness:

Name of witness: BENJAMIN WOODS

Address of witness: LEVEL 8,
5 OLYMPIC BOULEVARD
SYDNEY OLYMPIC PARK
NSW 2127

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

Signature of authorised officer:

Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL

Signing on behalf of: **Sydney Olympic Park Authority**

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 SUB

Req:R530993 /Doc:DP 1249952 B /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:21-Aug-2020 17:11 /Seq:1 of 7
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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

ePlan

Plan:
DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No. SUC047

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	33	Sydney Olympic Park Authority
2	Easement for Support & Shelter (whole of lot)	33 34	34 33
3	Easement for Services (whole of lot)	33 34	34 33
4	Easement for Access VARIABLE WIDTH (LIMITED IN STRATUM)	34	33

Part 2 (Terms)

1. Interpretation

1.1 Definitions

Unless the context otherwise requires:

(a) **Act** means the Sydney Olympic Park Authority Act 2001 (NSW).

(b) **Building** the mixed use building to be constructed on the Lot Burdened.

(c) **Building Approval** means approval SSD 7662 as amended or varied.

(d) **Building Works** means the completion of the Building in accordance with the Building Approval.

(e) **Grantee** means the registered proprietor of a Lot Benefited.

(f) **Lot Burdened** means each lot burdened by an easement, positive covenant or restriction in this instrument.

(g) **Lot Benefited** means the whole or any part of the lot having the benefit of an Easement.

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Plan:
DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No. SUC 047

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

(h) **Grantor** means every person at any time entitled to an estate or interest in the Lot Burdened, including:

(i) any freehold or leasehold estate or interest in possession in the Lot Burdened; and

(ii) any interest as the registered proprietor, lessee or occupier of a lot in a community scheme under the Community Land Management Act 1989 (NSW) or strata scheme under the Strata Schemes Development Act 2015 (NSW) within which scheme the Lot Burdened is a common property lot or community property lot.

(i) **Plan** means the plan to which this instrument relates.

(j) **Residential Use** means:

(i) residential accommodation; and

(ii) leasing activities and other services associated with the provision of residential accommodation.

(k) **Service** includes:

(i) the supply of water, gas, electricity, oil, and air conditioning;

(ii) the provision of sewerage and drainage;

(iii) telephone, television, radio impulses, signals or data transmission service or other transmission means;

(iv) security systems;

(v) fire hydrant and sprinkler systems;

(vi) irrigation systems;

(vii) ventilation (mechanical or otherwise) system; and

(viii) any other facility, supply or transmission.

(l) **Service Apparatus** includes any apparatus, plant, pipes, cables, tubes, wires, conduits, airconditioning condenser units, ducts, tracks, and rises required for a Service or in connection with a Service.

Req:R530993 /Doc:DP 1249952 B /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:21-Aug-2020 17:11 /Seq:3 of 7
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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

ePlan

Plan: DP1249952	**Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No.** SVC 047
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

1.2 References to certain terms

Unless the contrary intention appears:

(a) a reference to this public positive covenant or another instrument includes any variation or replacement of them;

(b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;

(c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(d) the singular includes the plural and vice versa;

(e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(j) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2. Terms for Restriction on the Use of Land Use numbered 1 in the Plan

The use of the Lot Burdened is restricted to the effect that:

(a) the Lot Burdened must only be used for Residential Use; and

(b) the Grantor must not use, or permit others to use, the Lot Burdened for the purposes of hotel or motel accommodation, for serviced apartments or for any other temporary or short-term residential purposes.

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

Plan: DP1249952	**Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No.** SUC 047
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

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3. Terms of Easement for Support and Shelter (whole of lot) numbered 2 in the Plan

The Grantor grants to the Grantee an easement for subjacent and lateral support and shelter in any direction:

(a) of those parts of the Building erected on a Lot Benefited at the date of registration of the Plan; and

(b) of those parts of the Building on a Lot Benefited erected as part of the Building Works following registration of the Plan

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

3.2 The Grantor must:

(a) not do anything which will detract from the support of the Lot Benefited; and

(b) allow the Grantee to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Lot Benefited is maintained.

3.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly;

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition;

(d) make good any collateral damage; and

(e) comply with statute law pertaining to the use of the Lot Burdened for the permitted purpose under this easement.

4. Terms for Easement for Services (whole of lot) numbered 3 in the Plan

4.1 For the purposes of this easement, Services and Services Apparatus includes:

(a) those Services and Services Apparatus installed up to and including the date of registration of the Plan; and

(b) those Services and Services Apparatus installed as part of the Building Works following registration of the Plan.

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Plan: DP1249952	**Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No.** SUC 047
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

4.2 The Grantee may:

(a) use each Lot Burdened to provide Services to or from each Lot Benefited

(b) use that part of the Lot Burdened reasonably required to install, use and maintain the Services Apparatus necessary for the operation of any Services; and

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

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened, and

(iii) carry out work, such as constructing, placing, repairing or maintaining Services and Services Apparatus.

4.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened, and

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and

(d) restore the Lot Burdened as nearly as is practicable to its former condition, and

(e) make good any collateral damage.

5. Terms for Easement for Access numbered 4 in the Plan

5.1 The Grantee and its Authorised Users may pass and repass across the Easement Site with or without vehicles to get to and from the Lot Burdened.

5.2 In exercising the rights granted under this Easement, the Grantee must:

(a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened, and

(b) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and

(c) make good any collateral damage.

Req:R530993 /Doc:DP 1249952 B /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:21-Aug-2020 17:11 /Seq:6 of 7
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Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919*

ePlan

Plan: DP1249952	**Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No.** SVC 047
Full name and address of the owner of the land:	Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

5.3 The rights under this Easement for Access will cease to have effect upon the earlier of dedication of that part of the Lot Burdened containing the Easement Site as public road or the creation of alternative access rights in favour of the Lot Benefited.

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

ePlan

Plan:
DP1249952

Plan of Subdivision of Lot 26 in DP 1244955 covered by Subdivision Certificate No. SVC047

Full name and address of the owner of the land:

Sydney Olympic Park Authority ABN 68 010 941 405 of 8 Australia Avenue, Sydney Olympic Park NSW 2127

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.

Signature of witness:

Name of witness: BENJAMIN WOODS

Address of witness: LEVEL 8,
5 OLYMPIC BOULEVARD
SYDNEY OLYMIC PARK
NSW 2127

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

Signature of authorised officer:

Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: EXECUTIVE DIRECTOR, COMMERCIAL

Signing on behalf of: **Sydney Olympic Park Authority**

ME_154931057_1

REGISTERED 16.5.2019

Req:R324365 /Doc:DL AP536220 /Rev:25-Oct-2019 /NSW LRS /Prt:10-Jul-2020 13:32 /Seq:1 of 5
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Form: 01TG
Release: 3·1

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

AP536220T

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**

Servient Tenement	Dominant Tenement
Folio Identifier: 34/1249952	An easement in gross pursuant to s88A of the Conveyancing Act 1919

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
599D	LLPN 123438S Minter Ellison Governor Macquarie Tow... 1 Farrer Place, Sydney Ph (02) 9921 8888 Reference: JMEAKES 1247425	TG

(C) **TRANSFEROR**

SYDNEY OLYMPIC PARK AUTHORITY

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

RIGHT OF WAY variable width shown as "E" and EASEMENT FOR ELECTRICITY AND OTHER PURPOSES variable width shown as "A" on DP1253752 as set out in paragraphs 1 and 2 of Annexure A

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

DATE 11 SEPTEMBER 2019

(H) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: Catherine Modini
Address of witness: Lvl 8, 5 Olympic Boulevard Sydney Olympic Park.

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

Signature of authorised officer:

Authorised officer's name: Nicholas Hubble
Authority of officer: Executive Director, Commercial
Signing on behalf of: Sydney Olympic Park Authority

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: See Annexure A
Signing on behalf of:
Power of attorney-Book:
-No.:

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

CT PROD By: LSH
Date: 6-9-2019
For: DP

Req:R324365 /Doc:DL AP536220 /Rev:25-Oct-2019 /NSW LRS /Prt:10-Jul-2020 13:32 /Seq:2 of 5
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Annexure **A** to TRANSFER GRANTING EASEMENT

Parties:

SYDNEY OLYMPIC PARK AUTHORITY and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

Dated

1. A RIGHT OF WAY variable width over the land shown as "E" on deposited plan DP1253752 on the terms of a right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919, together with the right to park vehicles upon the right of carriageway.

2. An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "(A) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH" on DP1253752 on the terms and conditions set out in Memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in Memorandum AK980903.

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the
Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

..... Signature of Attorney	..... Signature of Attorney
NIGEL PETER JOHN LOWRY ..... Print Name of Attorney	TREVOR MARK ARMSTRONG ..... Print Name of Attorney
I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].	I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].
..... Signature of Witness	..... Signature of Witness
EMILY SCOTT ..... Print Name of Witness	Effie Dimitriou ..... Print Name of Witness
570 GEORGE ST SYDNEY. ..... Print address	570 George St Sydney ..... Print address

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FILM WITH AP536620

sparke HELMORE LAWYERS

2 July 2019

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of easements from Sydney Olympic Park Authority
Property: 2 Figtree Drive, Sydney Olympic Park
Caveat No.: AN150427, AN150429, AN150430, AN150428 and AM827710
Our ref: HEM/AUS096-01389

We act for Ausgrid Operator Partnership, a partnership carried on under the name of Ausgrid by:

1 Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

2 ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

3 ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

4 ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

5 ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4,

("**Ausgrid**"). Ausgrid is the Caveator pursuant to caveats AN150427 and AN150429.

Caveats AN150430, AN150428 and AM827710 have also been lodged over the title to the above land in favour of ADMHC (formerly Ausgrid)

On behalf of the Caveator pursuant to all caveats we are instructed to consent to the registration of:

1 A Lease by Mirvac BTR Sub Company A Pty Limited and Mirvac BTR Sub Company B Pty Limited in favour of Alpha Distribution Ministerial Holding Corporation and the associated Lease Plan to be registered as DP1253752.

2 A Transfer Granting Easement by Sydney Olympic Park Authority in favour of ADMHC.

Caveats AN150427, AN150429, AN150430 and AN150428 should be removed from all the titles on the registration of these documents.

Caveat AM827710 should remain on the title of Lot 25 **only** on the registration of these documents.

If you require any additional information please contact our office.

Yours faithfully

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman and Partner responsible:
Andrew White
e: andrew.white@sparke.com.au

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MinterEllison

12 September, 2019

The Registrar General,
Land Registry Services
1 Prince Albert Road
Queens Square SYDNEY

Dear Sir/Madam

Certificates of Title 33/1249552 & 25/1249955
Lease, Transfer Granting Easement and Plan for Lease Purposes and Proposed Easements (DP1253752)

We attach:

1. Lease over 33/1249552 and 25/1249955;
2. Transfer Granting easement over 34/1249952;
3. Certificate of title 33/1249952 and 25/1249955;
4. caveator's consent; and
5. confirmation of production of certificate of title 34/12499521..

Veris surveyors are today lodging the Plan for Lease purposes and proposed easements (allocated DP1253752) which plan is the subject of the Lease and Transfer Granting Easement. A copy of the plan is attached.

The Certificates of Title for 33/1249552 and 25/1249955 are provided to enable registration of each of the Lease, Transfer Granting Easement and Plan for Lease purposes and proposed easements (DP1253752)

Yours faithfully

MinterEllison

Contact: Julie Meakes T: +61 2 9921 4050
julie.meakes@minterellison.com
OUR REF: JM 1247425

[redacted]

Req:R324365 /Doc:DL AP536220 /Rev:25-Oct-2019 /NSW LRS /Prt:10-Jul-2020 13:32 /Seq:5 of 5
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AP536221

MinterEllison

9 October 2019

The Registrar General
Land Registry Services
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Sir/Madam

Case Number: AP536220 Your Ref: AP536220:1

We refer to your requisition dated 3 October and respond as follows:

1. DP1249952 is a registered deposited plan.

2. I refer you to correspondence lodged with the dealings which included confirmation of production of certificate of title 34/1249952. Please find attached a further copy of the confirmation of production of paper certificate of title 34/1249952 (produced 6/9/19). We have requested Clayton Utz amend the production purpose to include the Transfer Granting Easement, Lease and Plan for Lease purposes.

3. See updated Lease;

4. We confirm:

   (a) caveats AN150427, AN150428, AN150429 & AN150430 should be removed from all affected titles (ie: 33-34/1249952 and 25/124495); and

   (b) caveat AM827710 should be removed from lots 33-34/1249952 only.

5. See updated Lease.

Yours faithfully
MinterEllison

Contact: Julie Meakes T: +61 2 9921 4050
julie.meakes@minterellison.com
OUR REF: JM 1247425

enclosure

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

InfoTrack

Req:R538975 /Doc:DP 1253752 P /Rev:18-Oct-2019 /NSW LRS /Pgs:ALL /Prt:24-Aug-2020 16:36 /Seq:1 of 10
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PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 1 of 7 Sheets

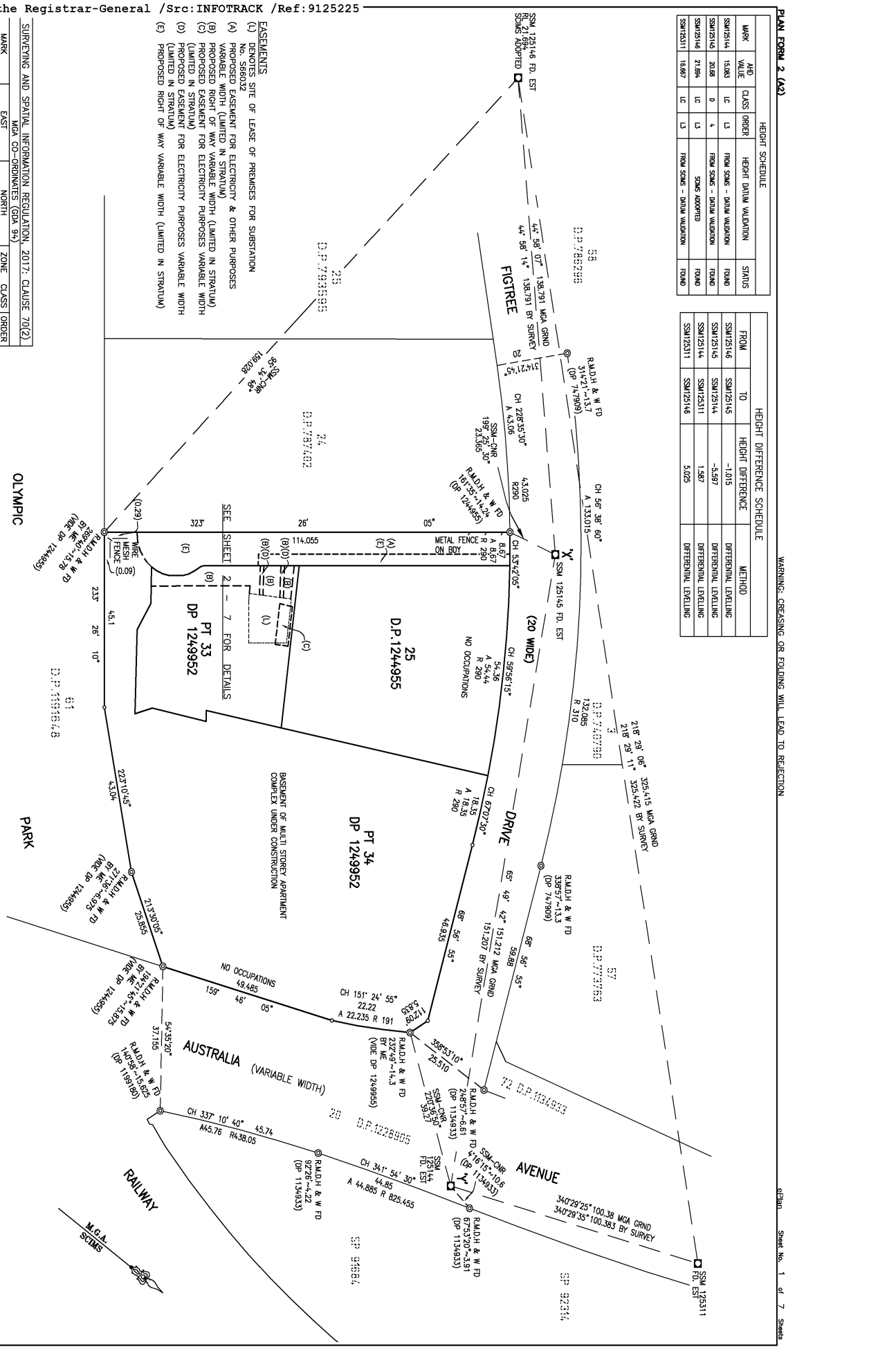
HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATUS
SSM125144	15.883	LC	L3	FROM SCIMS - DATUM VALIDATION	FOUND
SSM125145	20.88	D	4	FROM SCIMS - DATUM VALIDATION	FOUND
SSM125146	21.694	LC	L3	SCIMS ADOPTED	FOUND
SSM125311	16.867	LC	L3	FROM SCIMS - DATUM VALIDATION	FOUND

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM125144	SSM125145	-1.015	DIFFERENTIAL LEVELLING
SSM125145	SSM125144	-5.597	DIFFERENTIAL LEVELLING
SSM125144	SSM125311	1.387	DIFFERENTIAL LEVELLING
SSM125311	SSM125146	5.025	DIFFERENTIAL LEVELLING

SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2)					
MGA CO-ORDINATES (GDA 94)					
MARK	EAST	NORTH	ZONE	CLASS	ORDER
SSM 125144	321 737.636	6 252 976.841	56	B	2
SSM 125145	321 599.691	6 252 914.928	56	B	2
SSM 125146	321 501.606	6 252 816.735	56	B	2
SSM 125311	321 704.112	6 253 071.457	56	B	2

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 05/07/2018
COMBINED SCALE FACTOR 0.999986

EASEMENTS
(L) DENOTES SITE OF LEASE OF PREMISES FOR SUBSTATION No. S66032
(A) PROPOSED EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(B) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
(C) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(D) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(E) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)



SURVEYOR	PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955	LGA: CITY OF PARRAMATTA	Registered: 17/10/2019
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	
Date: 23.01.2019		Reduction Ratio: 1:600	
Reference: 140632 EASE-AR		Lengths are in metres.	

DP1253752

X:\140SRS\140632-OlympicPark-Figtree\Drw\surgrid Easement\EASEMENT PLAN\140632 EASE SHT01 LOC.dwg

mm 20| 30| 40| 50| 60| 70| 80| 90| 100| 110| 120| 130| 140| 150| Table of mm

BASEMENT LEVEL 4

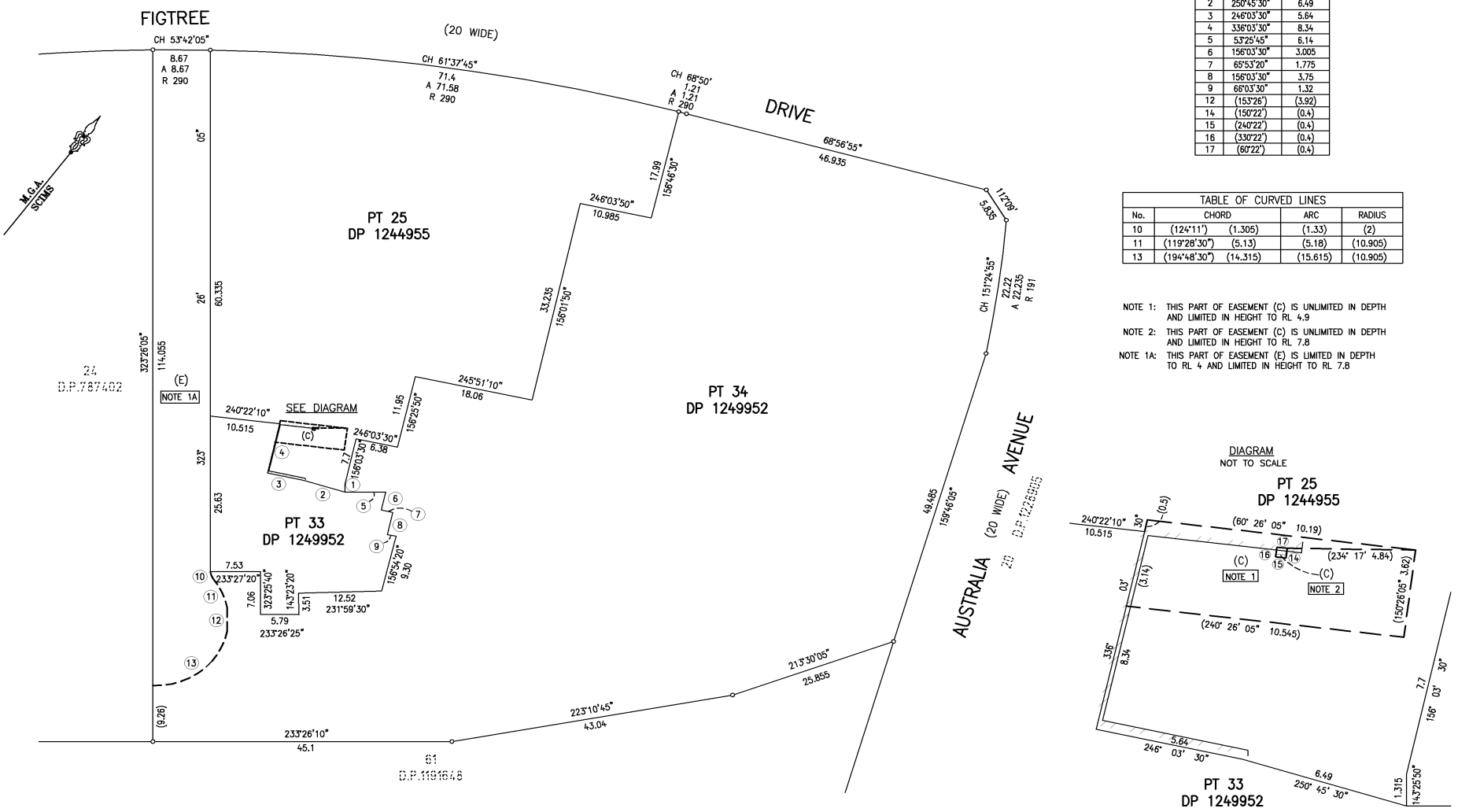


TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	143°25'50"	1.315
2	250°45'30"	6.49
3	246°03'30"	5.64
4	336°03'30"	8.34
5	53°25'45"	6.14
6	156°03'30"	3.005
7	65°53'20"	1.775
8	156°03'30"	3.75
9	66°03'30"	1.32
12	(153°26')	(3.92)
14	(150°22')	(0.4)
15	(240°22')	(0.4)
16	(330°22')	(0.4)
17	(60°22')	(0.4)

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
10	(124°11')	(1.305)	(1.33)	(2)
11	(119°28'30")	(5.13)	(5.18)	(10.905)
13	(194°48'30")	(14.315)	(15.615)	(10.905)

NOTE 1: THIS PART OF EASEMENT (C) IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 4.9

NOTE 2: THIS PART OF EASEMENT (C) IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 7.8

NOTE 1A: THIS PART OF EASEMENT (E) IS LIMITED IN DEPTH TO RL 4 AND LIMITED IN HEIGHT TO RL 7.8

DIAGRAM
NOT TO SCALE

EASEMENTS
C) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
E) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR	
Name:	ADAM RICHARDSON
Date:	23.01.2019
Reference:	140632 EASE-AR

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:400
Lengths are in metres.

Registered: 17/10/2019

DP1253752

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

Req:R538975 /Doc:DP 1253752 P /Rev:18-Oct-2019 /NSW LRS /Pgs:ALL /Prt:24-Aug-2020 16:36 /Seq:3 of 10
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PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 3 of 7 Sheets

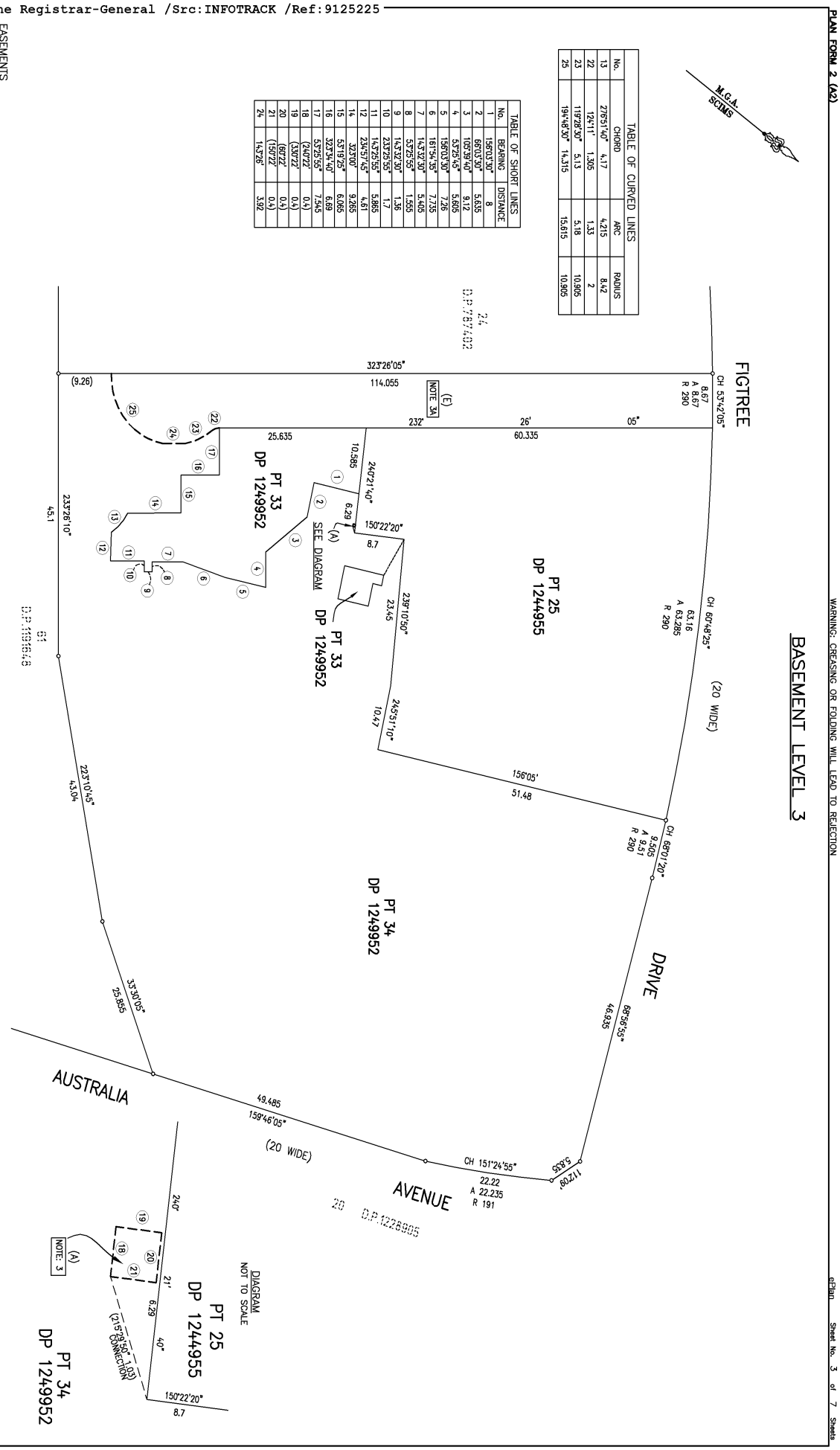

TABLE OF CURVED LINES

No.	CHORD	ARC	RADIUS
13	276°51'40" 4.17	4.215	8.42
22	124°11' 1.305	1.33	2
23	119°28'30" 5.13	5.18	10.905
25	194°48'30" 14.315	15.615	10.905

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
1	156°03'30"	8
2	66°03'30"	5.835
3	106°39'40"	9.12
4	53°25'45"	5.805
5	156°03'30"	7.26
6	161°54'35"	7.735
7	143°32'30"	5.405
8	53°25'55"	1.555
9	143°32'30"	1.35
10	233°25'55"	1.7
11	143°25'55"	5.865
12	234°57'45"	4.61
13	323°00'	9.265
14	53°19'25"	6.085
15	323°34'40"	6.69
16	53°25'55"	7.545
17	(240°22'	0.4)
18	(330°22'	0.4)
19	(66°22'	0.4)
20	(150°22'	0.4)
21	14.2°26'	3.92

EASEMENTS
(A) PROPOSED EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(E) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)

NOTE 3: THIS PART OF EASEMENT (A) IS LIMITED IN DEPTH TO RL 7.8 AND LIMITED IN HEIGHT TO RL 10.8
NOTE 3A: THIS PART OF EASEMENT (E) IS LIMITED IN DEPTH TO RL 7.8 AND LIMITED IN HEIGHT TO RL 10.8

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SURVEYOR	
Name:	ADAM RICHARDSON
Date:	23.01.2019
Reference:	140632 EASE-AR

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:400
Lengths are in metres.

Registered: 17/10/2019

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DP1253752

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BASEMENT LEVEL 2

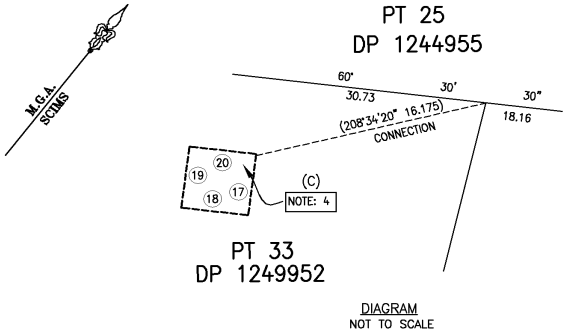


DIAGRAM
NOT TO SCALE

NOTE 4: EASEMENT (C) IS LIMITED IN DEPTH TO RL 10.8 AND LIMITED IN HEIGHT TO RL 13.8

NOTE 5: EASEMENT (D) IS LIMITED IN DEPTH TO RL 12 AND LIMITED IN HEIGHT TO RL 13.8

NOTE 4A: EASEMENT (E) IS LIMITED IN DEPTH TO RL 10.8 AND LIMITED IN HEIGHT TO RL 13.8

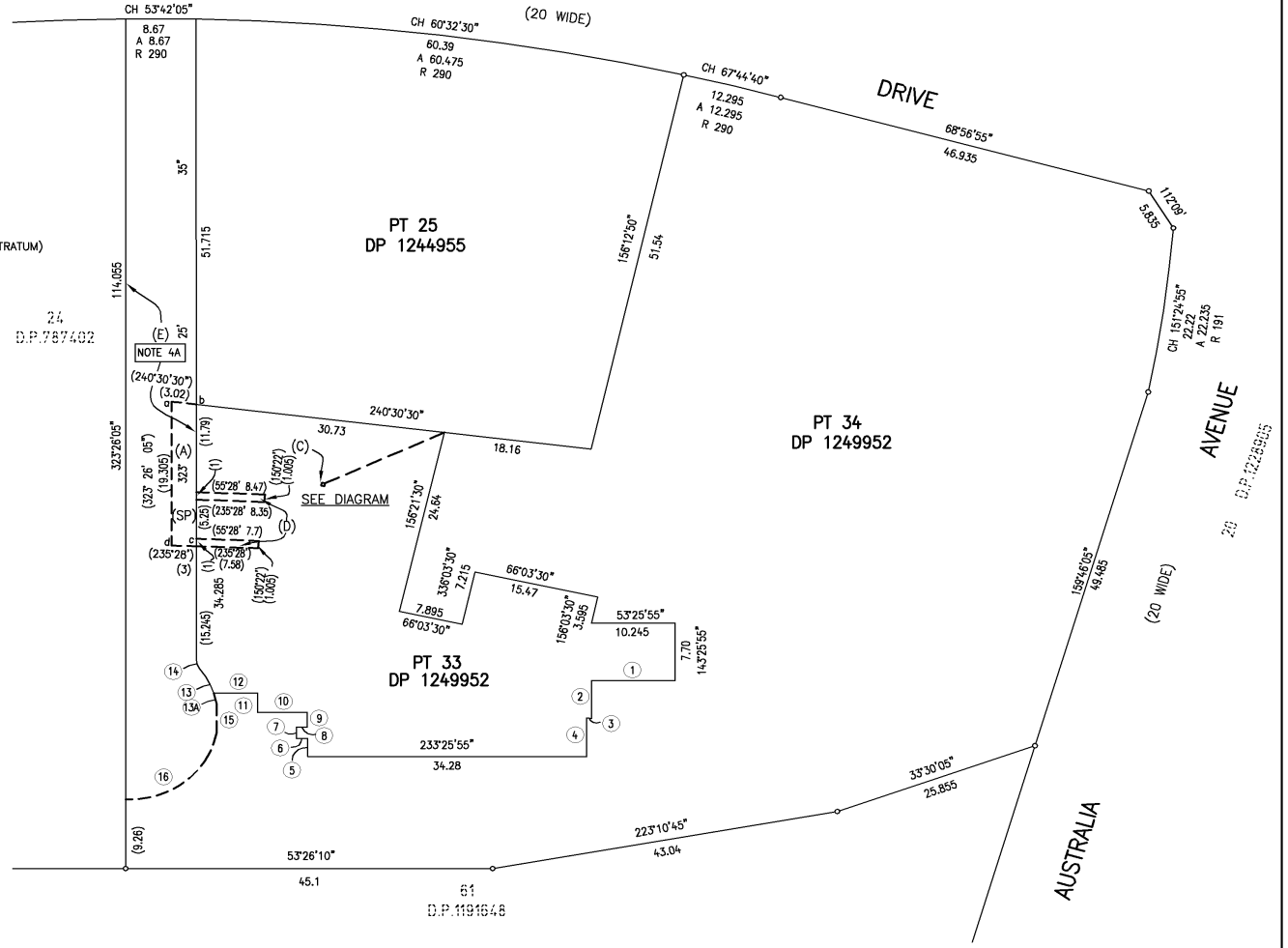
EASEMENTS
(A) PROPOSED EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(D) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(E) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)

KEY
(SP) – DENOTES EASEMENT IS LIMITED IN HEIGHT & DEPTH TO THE REGULAR SLOPING PLANE BETWEEN THE NOTED RL'S IN THE TABLE BELOW.

EASEMENT A		
CORNER	LOWER LIMIT	UPPER LIMIT
a	14.9	17.9
b	14.9	17.9
c	10.8	13.8
d	10.8	13.8

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	233°32'20"	10.265
2	143°25'55"	5.07
3	236°24'20"	0.6
4	143°25'55"	5.18
5	323°12'10"	2.455
6	233°25'55"	1.36
7	323°25'55"	1.5
8	53°25'55"	1.35
9	323°25'55"	1.995
10	233°25'55"	6.125
11	323°25'55"	2.6
12	233°25'55"	5.39
15	(143°26')	(3.92)
17	(150°22")	(0.4)
18	(240°22")	(0.4)
19	(330°22")	(0.4)
20	(60°22')	(0.4)

TABLE OF CURVED LINES				
No.	CHORD		ARC	RADIUS
13	295°27'15"	3.63	3.65	10.905
13A	(129°04'10")	(1.53)	(1.53)	(10.905)
14	304°08'10"	1.31	1.335	2.03
16	(194°47'25")	(14.32)	(15.62)	(10.905)



SURVEYOR Name: ADAM RICHARDSON Date: 23.01.2019 Reference: 140632 EASE–AR	PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	Registered: 17/10/2019	DP1253752

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 5 of 7 Sheets

NOTE 7: EASEMENT (B) IS LIMITED IN DEPTH FROM RL 14.085 AND LIMITED IN HEIGHT TO RL 18.085

NOTE 7A: THIS PART OF EASEMENT (E) IS LIMITED IN DEPTH FROM RL 14.085 AND LIMITED IN HEIGHT TO RL 18.085

NOTE 7B: THIS PART OF EASEMENT (E) IS LIMITED IN DEPTH FROM RL 13.8 AND LIMITED IN HEIGHT TO RL 18.085

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	330°22'	0.405
2	59°04'	6.785
3	239°50'20"	6.785
4	150°19'20"	0.585
5	330°49'30"	5.98
6	240°03'50"	5.83
7	330°22'	7.2
8	60°35'30"	3.765
9	330°47'15"	3.815
10	60°22'10"	0.605
11	330°22'	6.05
12	193°29'45"	3.275
15	(14°26'05")	(3.92)

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
13	299°28'35"	5.13	10.905
14	304°15'10"	1.35	2.0
16	(168°13'40")	(5.445)	(5.505)
17	(209°19'45")	(9.76)	(10.115)	(10.905)

KEY
(SP) – DENOTES EASEMENT IS LIMITED IN HEIGHT & DEPTH TO THE REGULAR SLOPING PLANE BETWEEN THE NOTED RL'S IN THE TABLE BELOW.

EASEMENTS
(A) PROPOSED EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(B) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
(D) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(E) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
(L) SITE OF LEASE OF PREMISES FOR SUBSTATION S66032

EASEMENT A		
CORNER	LOWER LIMIT	UPPER LIMIT
e	18.5	21.5
f	18.5	21.5
g	14.9	17.9
h	14.9	17.9

BASEMENT LEVEL 1

FIGTREE DRIVE

AUSTRALIA AVENUE

MULTI STOREY APARTMENT COMPLEX UNDER CONSTRUCTION

PT 33 DP 1249952

PT 34 DP 1249952

PT 25 DP 1244955

SEE DIAGRAM SHEET 6

(CH 53°42'05") (A 8.67) (R 290)

CH 60°53'35" A 81.195 R 290

323°26'05"

114.055

(9.26)

(323° 26' 05") 51.355

(51.715)

(8.23)

(3.02)

(SP)

(A)

(E) NOTE 7B

(E) NOTE 7A

(B) NOTE 7

(B)(D)

(B)

(L)

(E)

(11) (14.3)

(16.8) 23°

(0.156) 13.715

233° 30' 30"

4.45 213°03'

156°02'40" 23.48

7.97 66°20'

14.326' 1.165

60°22'20" 20.425

26.035

(323° 59') 4.985

233° 59'

53°26'10" 45.1

223°10'45" 43.04

33°30'05" 25.855

49.485 159°46'05"

CH 151°24'55" 22.22 A 22.235 R 191

5.835 117.09'

69°56'55" 46.835

60°22'10" 14.415

337°50'20" 23.105

60°22'20" 10.255

COMMENCEMENT 93°05'55" 35.17

DP 1244955

DP 1227883

DP 1227882

DP 1134933

DP 1228905

DP 1135648

SURVEYOR
Name: ADAM RICHARDSON
Date: 23.01.2019
Reference: 140632 EASE-AR

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955

LGA: CITY OF PARRAMATTA
Locality: SYDNEY OLYMPIC PARK
Reduction Ratio: 1:400
Lengths are in metres.

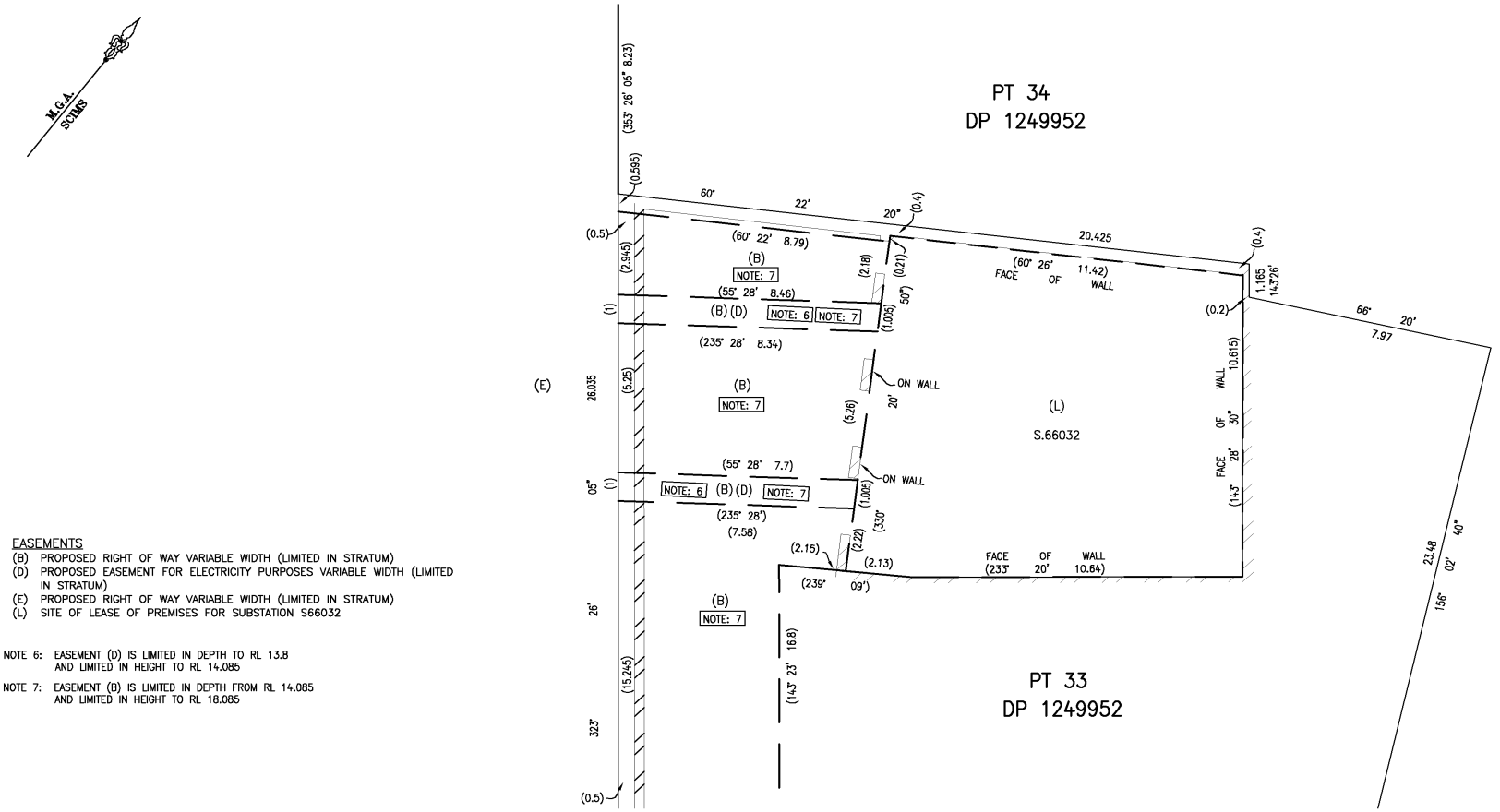
Registered: 17/10/2019

DP1253752

X:\140BS\140632-OlympicPark-FigtreeDrive\Survey\d Essentials\EASEMENT PLAN\140632 EASE SHT05 BAS LVL 01.dwg

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

BASEMENT LEVEL 1



EASEMENTS
- (B) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
- (D) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
- (E) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
- (L) SITE OF LEASE OF PREMISES FOR SUBSTATION S66032

NOTE 6: EASEMENT (D) IS LIMITED IN DEPTH TO RL 13.8 AND LIMITED IN HEIGHT TO RL 14.085

NOTE 7: EASEMENT (B) IS LIMITED IN DEPTH FROM RL 14.085 AND LIMITED IN HEIGHT TO RL 18.085

SURVEYOR Name: ADAM RICHARDSON Date: 23.01.2019 Reference: 140632 EASE–AR	PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	Registered: 17/10/2019	DP1253752

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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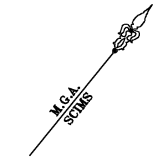
LEVEL 1 & ABOVE



NOTE 8: THIS PART OF EASEMENT (E) IS LIMITED IN DEPTH TO RL 18.25 AND IS UNLIMITED IN HEIGHT

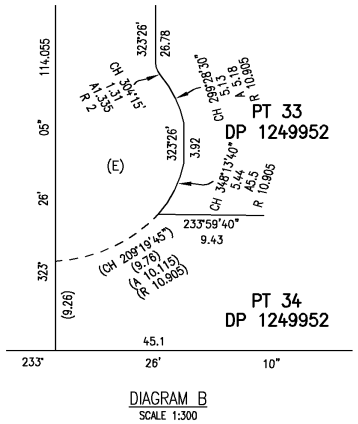
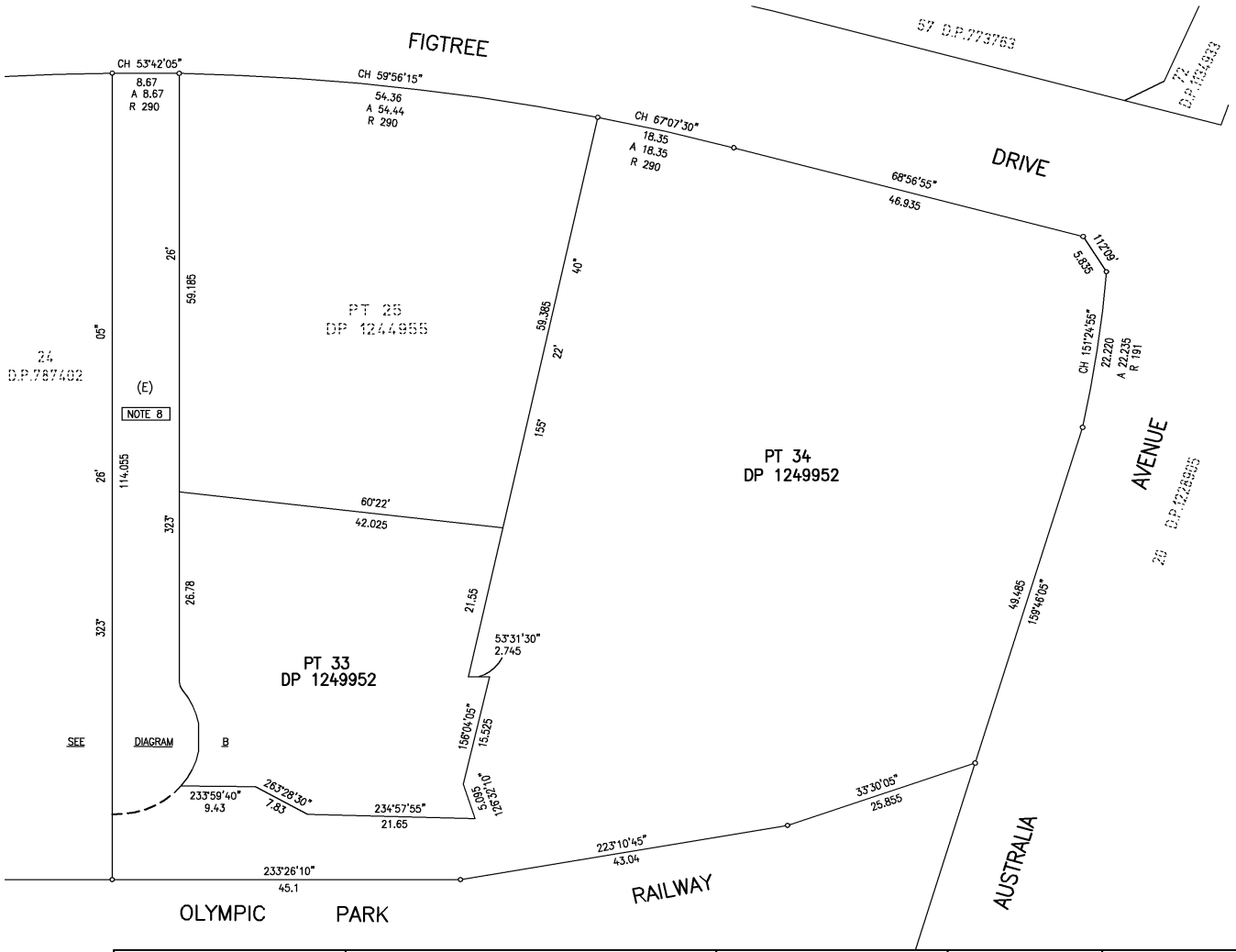


DIAGRAM B
SCALE 1:300

EASEMENTS
(E) PROPOSED RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)



SURVEYOR Name: ADAM RICHARDSON Date: 23.01.2019 Reference: 140632 EASE–AR	PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:400 Lengths are in metres.	Registered: 17/10/2019	DP1253752

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 17/10/2019

Title System: TORRENS

Office Use Only

DP1253752

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955

LGA: CITY OF PARRAMATTA

Locality: SYDNEY OLYMPIC PARK

Parish: CONCORD

County: CUMBERLAND

Survey Certificate

I, ADAM RICHARDSON

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 23.01.2019, or

~~*(b) The part of the land shown in the plan (*being/*excluding** .....)~~ was surveyed in accordance with ~~the *Surveying and Spatial Information Regulation 2017*~~, the part surveyed is accurate and the survey ~~was~~ completed on, ... the part ~~not surveyed was compiled in accordance with that Regulation,~~ or

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017.*~~

Datum Line: 'X'–'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level/~~Undulating / *Steep Mountainous.~~

Signature: ..... Dated: 18.09.2019

Surveyor Identification No: 8747

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent/Authority: .....

Date of Endorsement: .....

Subdivision Certificate no: .....

File number: .....

*Strike through if inapplicable

Plans used in the preparation of survey/compilation

DP 1191648
DP 747909
DP 1134933
DP 1163718
DP 1110035
SP 91684
DP 1207887
DP 1244955
DP 1249952

STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 140632 EASE–AR

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

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 17/10/2019

Office Use Only

DP1253752

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955

Subdivision Certificate No: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493 on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366

Signature of Attorney	Signature of Attorney
NIGEL PETER JOHN LOWRY Print Name of Attorney	TREVOR MARK ARMSTRONG Print Name of Attorney
I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].	I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].
Signature of Witness	Signature of Witness
Print Name of Witness	Effie Dimitriou Print Name of Witness
570 George St. Sydney. Print address	570 George St, Sydney Print address

*S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 EASE-AR

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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 17/10/2019

Office Use Only

DP1253752

PLAN FOR LEASE PURPOSES OF SUBSTATION PREMISES No S66032 WITHIN LOT 33 IN DP 1249952 AND PROPOSED EASEMENTS WITHIN LOT 33 & 34 IN DP 1249952 AND LOT 25 IN DP 1244955

Subdivision Certificate No: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.

Signature of witness:

Name of witness: Catherine Modini

Address of witness: Lvl 8, 5 Olympic Boulevard Sydney Olympic Park, NSW 2127

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

Signature of authorised officer:

Authorised officer's name: Nicholas Hubble

Authority of officer: Executive Director, Commercial

Signing on behalf of: **Sydney Olympic Park Authority**

Executed by **Mirvac BTR Sub Company A Pty Ltd ACN 627 445 425** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/other Director

Adam Grant Hirst

Director

Name of Secretary/other Director in full

Signature of ~~Director or Sole Director and~~ Secretary

Michelle Favelle

Company Secretary

Name of ~~Director or Sole Director and~~ Secretary in full

Executed by **Mirvac BTR Sub Company B Pty Ltd ACN 627 445 470** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/other Director

Adam Grant Hirst

Director

Name of Secretary/other Director in full

Signature of ~~Director or Sole Director and~~ Secretary

Michelle Favelle

Company Secretary

Name of ~~Director or Sole Director and~~ Secretary in full

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140632 EASE-AR

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Form: 16LM
Release: 2·4

MEMORANDUM

New South Wales
Section 80A Real Property Act 19(

AK980903H

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.

(B) **LODGED BY**

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(B) **APPLICANT**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Helen Elizabeth Murray

Capacity of signatory (if applicable): Applicant's solicitor

Date: 6 December 2016

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

THIS IS ANNEXURE 'A' TO EASEMENT MEMORANDUM LODGED ON BEHALF OF ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION DATED 6 DECEMBER 2016

PART A

1 Definitions and Interpretation

1.1 The following terms have the following meanings:

ancillary works means works ancillary to the functions performed by electricity works, including structures (whether above, on or below the ground), equipment for signals, signals cables, service cables, connecting cables, and supports (including towers and poles);

Ausgrid means Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385);

easement area means that part of the land shown as the site of an "easement for electricity and other purposes" on any plan registered with the NSW Land & Property Information;

electricity works means any electricity power lines or associated equipment or electricity structures (whether above, below or on the ground) that form part of Ausgrid's transmission or distribution network and includes mains, wires, cables (including optic fibre cables), pipes or conduits, switches, switchgear, fuses, control equipment, pillars, kiosks, transformers (including pole-mounted and pad-mounted transformers), substations (including pole-mounted and padmounted substations) and their contents, pits, ducts and ancillary works;

land means the land over which this easement is granted (being the land burdened by this easement);

landowner means the owner of the land and any person having an estate or interest in the land;

person includes a body corporate and a partnership; and

signals includes data or signals of any kind.

1.2 A reference to a person includes its successors and assigns.

PART B

Easement for electricity works

2 Ausgrid and all persons which Ausgrid authorises may:

(a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the easement area, any electricity works for conveying electricity or signals (or both); and

(b) convey, or permit the conveyance of, electricity or signals (or both) through the electricity works.

3 The landowner agrees that:

(a) any lessee of Ausgrid's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of Ausgrid's transmission and distribution systems from that lessee), may exercise the rights and perform the obligations of Ausgrid as if that lessee or nominee were

Ausgrid, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from Ausgrid; and

(b) a reference to persons which Ausgrid authorises is deemed to include lessees, employees, agents, contractors, visitors, invitees, licensees of and other persons claiming by, through or under such lessee or nominee.

PART C

General provisions of easements

4 For the purpose of exercising its rights under the easement for electricity works, Ausgrid and all persons which Ausgrid authorises may:

(a) enter the land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and

(b) do anything reasonably necessary to obtain access to the easement area; and

(c) cut fences and walls in or on the land and install gates in them; and

(d) on any part of the easement area, cut, trim or remove any trees, vegetation, undergrowth or anything that may interfere with the exercise of Ausgrid's rights under the easement; and

(e) do anything reasonably necessary for the exercise of Ausgrid's rights under the easement.

5 The landowner acknowledges that ownership of all electricity works remains with Ausgrid.

6 Ausgrid covenants with the landowner that:

(a) it will endeavour to keep the electricity works in good repair; and

(b) in exercising its rights under the easement, it will do as little damage as practicable to the land; and

(c) it will repair any damage it causes to the land, except that if after this easement is granted the landowner installs paving or other works to the surface of the easement area Ausgrid will not be obliged to restore the paving or those works; and

(d) subject to its rights under the easement, it will not unreasonably impede the landowner's reasonable use of the land.

7 The landowner covenants with Ausgrid that it will not:

(a) do or allow anything that may interfere with, damage, or destroy the electricity works or interfere with the effective operation of the electricity works; or

(b) obstruct Ausgrid in the exercise of its rights under the easement (or the exercise of those rights by a lessee or sublessee of Ausgrid's transmission and distribution systems as contemplated under clause 3); or

(c) alter or permit to be altered the existing ground level within the easement area, or place or allow to be placed on the easement area any building, structure, driveway, paving, plant or item without Ausgrid's prior written permission, such permission not be unreasonably withheld.

.....

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www.lands.nsw.gov.au

LEASE

New South Wales
Real Property Act 1900

AP536221R

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STAMP DUTY Office of State Revenue use only

(A) TORRENS TITLE

JULIE MEAKES I am authorised to make this Amendment Signed: Dated: 4/10/19

Certificate of Title 33/1249952, ~~34/1249952~~ and 25/1244955

PART being the premises within Lot 33/1249952 shown as "substation premises No S66032" on deposited plan 1253752 together with the easements within Lots 33/1249952, ~~34/1249952~~ and 25/1244955 referred to in Clauses 1 to 3 of Annexure "A".

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
599D	MinterEllison 1 Farrer Place, Sydney DX 34385 Telephone: (02) 9921 8888 Reference: JM/1247425	L

(C) LESSOR

JULIE MEAKES I am authorised to make this Amendment Signed: Dated: 9/10/19

~~SYDNEY OLYMPIC PARK AUTHORITY~~ MIRVAC BTR SUB COMPANY A PTY LTD ABN 44 627 445 425
MIRVAC ~~SUB~~ BTR SUB COMPANY B PTY LTD ABN 54 627 445 470

(D) The lessor leases to the lessee the property referred to above.
Encumbrances (if applicable):

(E) LESSEE

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

(F) TENANCY:

PRELODGED 10 OCT 2019 TIME

(G)
1. **TERM** 50 years
2. **COMMENCING DATE** 25 JUNE 2019
3. **TERMINATING DATE** 24 JUNE 2069
4. With an **OPTION TO RENEW** for a period of 25 years set out in clause 29 of Memorandum AK980904
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A" hereto.
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Propert Information Division as No(s). AK980904
9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

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JUNE LEASE DATE 25 JUNE 2019

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

I am authorised to make this Amendment

Signature of witness:

Signed:
Dated: 4/6/19

Name of witness: for execution by the
Address of witness: Lessor see page 4

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

Signature of authorised officer:

Authorised officer's name:
Authority of officer:
Signing on behalf of:

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

Signature of witness:

Name of witness: For execution by the
Address of witness: Lessee see page 3

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee:

(I) **STATUTORY DECLARATION** *

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at in the State of New South Wales

on in the presence of—

Signature of witness: Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: *[tick one]*

- ☐ Justice of the Peace
- ☐ Practising Solicitor
- ☐ Other *[specify]*

* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

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Annexure A to LEASE

Parties: MIRVAC BTR SUB COMPANY PTY LTD AND MIRVAC BTR SUB COMPANY B PTY LTD ~~SYDNEY OLYMPIC PARK AUTHORITY~~ and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Dated 25 JUNE 2019

I am authorised to make this Amendment Signed: Dated: 9/10/19

The Lessee shall have the benefit of the following rights:

1 A RIGHT OF WAY variable width (limited in stratum) over the land ~~shown~~ Lot 33 as "B" in deposited plan DP 1253752 on the terms contained in clause 18(a) of Memorandum AK980904 filed in NSW Land Registry Services.

2 An EASEMENT FOR ELECTRICITY PURPOSES variable width (limited in stratum) over the land Lot 33 and Lot 25 shown as "C" on deposited plan DP 1253752 on the terms contained in clause 18(b) of Memorandum AK980904 filed in NSW Land Registry Services.

3 An EASEMENT FOR ELECTRICITY PURPOSES variable width (limited in stratum) over the land Lot 33 shown as "D" on deposited plan DP 1253752 on the terms contained in clause 18(b) of Memorandum AK980904 filed in NSW Land Registry Services.

I am authorised to make this Amendment Signed: Dated: 9/10/19

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.
Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the
Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

..... Signature of Attorney	..... Signature of Attorney
NIGEL PETER JOHN LOWRY Print Name of Attorney	TREVOR MARK ARMSTRONG Print Name of Attorney
I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].	I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].
..... Signature of Witness	..... Signature of Witness
ANNE SCOTT Print Name of Witness	Effie Dimitriou Print Name of Witness
570 GEORGE ST SYDNEY. Print address	570 George St, Sydney Print address

*S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Annexure A to LEASE

Parties:

MIRVAC BTR SUB COMPANY A PTY LTD, MIRVAC BTR SUB COPMANY B PTY LTD AND and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION

JOLIE MEAKES I am authorised to make this Amendment Signed: Dated: 4/10/19

Dated 25 JUNE 2019

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation MIRVAC BTR SUB COMPANY A PTY LTD
Authority section 127 of the Corporations Act 2001 (Cth)

.....	.....
Signature of authorised person	Signature of authorised person
Adam Grant Hirst	Michelle Favelle
Name of authorised person	Name of authorised person
Director	Company Secretary
Director/Secretary	~~Director~~/Secretary

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation MIRVAC BTR SUB COMPANY B PTY LTD
Authority section 127 of the Corporations Act 2001 (Cth)

.....	.....
Signature of authorised person	Signature of authorised person
Adam Grant Hirst	Michelle Favelle
Name of authorised person	Name of authorised person
Director	Company Secretary
Director/Secretary	~~Director~~/Secretary

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MEMORANDUM

New South Wales
Section 80A Real Property Act 19(

AK980904F

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R [illegible] 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.

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(B) APPLICANT

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

(C) The applicant requests the Registrar General to record this memorandum, comprising 11 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Helen Elizabeth Murray

Capacity of signatory (if applicable): Applicant's solicitor

Date: 6 December 2016

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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THIS IS ANNEXURE 'A' TO MEMORANDUM LODGED ON BEHALF OF ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION DATED 6 DECEMBER 2016

1 (Definitions)

In this Lease, unless the contrary intention appears:

(a) **Customer** has the meaning it has in the Electricity Supply Act.

(b) **Distribution System** means the Electricity Works used to convey and control the conveyance of electricity to the Property and other Customers, but does not include a Transmission System.

(c) **Electricity (Consumer Safety) Act** means the *Electricity (Consumer Safety) Act 2004.*

(d) **Electricity Supply Act** means the *Electricity Supply Act 1995.*

(e) **Electricity Works** means any electricity power lines or associated equipment or electricity structures that form part of any of the Lessee's transmission or distribution systems and includes plant, electricity conductors, wires, cables, transformers, switchgear and other apparatus for conveying, controlling or storing electricity or data signals (including signals transmitted though optical fibre).

(f) **Law** includes any statute, regulation, ordinance, by-law, order, consent or requirement, present or future, whether local, state, federal or otherwise, or industry code or Australian standard, and any Network Standard. It also includes any amendment, consolidation or replacement of them.

(g) **Lessee** means the lessee described on the front page of this Lease (and where the context permits, its employees, agents and contractors), and its successors and assigns.

(h) **Lessee's Costs of Relocation** means the Lessee's reasonable estimate of the costs (including any administrative, design, approval, consulting, legal, stamp duty, registration, consultant's or other costs) which have been or will be incurred by it in connection with:

(i) removing the Lessee's Electricity Works from the Premises or the Property; and

(ii) if required under this Lease, relocating, whether permanently or temporarily, the Lessee's Electricity Works or installing new Electricity Works at the Temporary Location or the New Location or both.

The Lessee may determine such costs in accordance with its standard practices. A certificate signed by a general manager, authorised representative of a general manager or internal auditor of the Lessee as to the Lessee's Costs of Relocation is prima facie evidence of such costs.

(i) **Lessor** means the lessor described on the front page of this Lease and its successors and assigns (or, if the Lessor is a natural person, its executors, administrators and assigns) and in either case its employees, agents and contractors.

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(j) **Lessor's Supply Requirements** means the amount of electrical load to be supplied to the Property from the Electricity Works contained within the Premises as agreed from time to time between the Lessee and the Lessor.

(k) **Liability** means claims, causes of action, damages and costs (including legal costs on an indemnity basis, whether or not the subject of a court order) and other liabilities, whether in contract, tort (including negligence), under statute or otherwise.

(l) **Network Standard** means any policy or technical standard published by the Lessee from time to time.

(m) **Plan** means the plan annexed to this Lease.

(n) **Premises** means that part of the Property leased to the Lessee as shown on the Plan.

(o) **Property** means the Land and/or building in which or upon which the Premises are situated.

(p) **Terminating Date** means the date so described on the front page of this Lease.

(q) **Transmission System** has the meaning it has in the Electricity Supply Act.

2 (Interpretation)

Unless the contrary intention appears:

(a) the singular includes the plural and vice versa;

(b) an agreement, representation or warranty on the part of two or more persons binds them individually and together (that is, jointly and severally).

(c) a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under it and consolidations, amendments, re-enactments or replacements of any of them;

(d) "including", when introducing an item or items, is illustrative only, not exhaustive;

(e) a reference to the whole includes part; and

(f) a reference to a person includes a body corporate and a partnership.

3 (Implied Covenants and Powers)

The obligations and powers implied by sections 84, 84A and 85 of the *Conveyancing Act 1919* are excluded.

4 (Statutory Powers and Functions)

Nothing in this Lease affects the Lessee's powers, rights and functions under the Electricity Supply Act and the Electricity (Consumer Safety) Act.

5 (Rent)

At the end of the term, the Lessee must pay the rent of $1.00 per annum (if demanded in writing).

Req:R275995 /Doc:DL AK980904 /Rev:12-Dec-2016 /NSW LRS /Pgs:ALL /Prt:19-Nov-2019 13:43 /Seq:4 of 11
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6 (Use of the Premises)

The Lessee may:

(a) use the Premises as an electricity substation;

(b) from time to time install, extend, alter, construct, dismantle, inspect, repair, replace, renew and maintain on and within the Premises such Electricity Works or other plant and equipment as the Lessee determines; and

(c) use Electricity Works contained within the Premises to supply other Customers whether directly or indirectly from the Distribution System.

7 (Access)

The Lessee may, and the Lessor must ensure that the Lessee and persons authorised by it may, access the Premises 24 hours a day without restriction, with or without tools, materials, plant and other apparatus. The Lessor must supply the Lessee with keys or any other device which may be necessary to obtain access.

8 (Security of the Premises)

(a) The Lessee will ensure that all exterior doors and any other point of access in or to the Premises, are securely fastened at all times when the Lessee's employees, agents or contractors are not in attendance on the Premises.

(b) If the Lessor becomes aware that those exterior doors or points of access are not securely fastened, it must promptly notify the Lessee.

9 (Lessee's Electricity Works)

The Electricity Works installed in, affixed to or in the Premises, the Property or any easement created in connection with this Lease, remain the Lessee's property, even after the Lease ends, and may be removed by the Lessee.

10 (Services to the Premises)

(a) In this clause, '**Upgrade**' means alteration, modification or upgrade to the Premises (excluding the Electricity Works) or to the services to the Premises, or to any easement or right of way referred to in the Plan, necessary:

(i) for the safe use of the Premises, easement or right of way; or

(ii) for the Premises, easement or right of way to comply with a Network Standard.

(b) The Lessee may notify the Lessor of any Upgrade which the Lessee (acting reasonably in order to comply with relevant Laws) considers is necessary.

(c) The Lessor must, at the Lessor's cost, promptly carry out the Upgrade in a proper and workmanlike manner in accordance with all Laws and the requirements of all relevant authorities.

(d) if the Lessor does not carry out the Upgrade promptly after receiving the Lessee's notification, the Lessee may:

(i) cease to operate the Electricity Works in the Premises or to supply electricity to the Property until the Upgrade has been carried out, if it, acting reasonably, believes it is unsafe to continue operation; and/or

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(ii) elect to carry out the Upgrade. The Lessor must pay all costs incurred by the Lessee in connection with the Upgrade promptly on receipt of a tax invoice (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) from the Lessee setting out such costs.

11 (Repair)

The Lessee must within a reasonable time repair any damage to the Premises or any other part of the Property caused by the Lessee's wilful or negligent act or omission, or its default under this Lease.

12 (Lessee Works)

The Lessee:

(a) must not (except in the case of an emergency) alter, interfere with or make any connections to the Lessor's fixtures or services without the Lessor's consent (however, the Lessor must not unreasonably withhold its consent); and

(b) must ensure that any works it carries out within the Premises are carried out in a proper and workmanlike manner and in accordance with all Laws and the requirements of all relevant authorities.

13 (Use of Common Areas)

The Lessee may, for the purposes of this Lease, use any areas of the Property provided by the Lessor for common use, but must obey all reasonable directions and rules notified by the Lessor relating to the use of those areas.

14 (Lessor to Maintain)

The Lessor must:

(a) maintain in a serviceable condition any right of way or easement referred to in the Plan and any drainage system which may affect the Premises;

(b) ensure that any safety equipment, ventilation, air ducting and doors provided for the Premises are not obstructed or impaired;

(c) ensure that any part of the Property which encloses or forms part of the Premises (including any external doors, gates, ventilation panels and external finishes) is structurally stable, in good condition and complies with all Laws and the requirements of all relevant authorities;

(d) take all necessary steps to keep dry the internal surfaces and spaces within the Premises;

(e) not do anything or omit to do anything that might contravene a Network Standard or adversely affect the Lessee's use of the Electricity Works; and

(f) immediately repair any damage to the Premises caused by the Lessor's act or omission, negligence, or default under this Lease.

15 (Lessor Works)

(a) The Lessor must not without the Lessee's prior written consent:

(i) alter existing ground levels on or adjacent to the Premises or to any easement created in connection with the Lease; or

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(ii) carry out any works (including any storage, demolition, excavation, erection, installation, maintenance, alteration, removal or replacement) within, above, below, or which may detrimentally affect, the Premises, the ventilation provided for the Premises or any easement created in connection with this Lease.

(b) If the Lessee consents to the Lessor carrying out the works referred to in clause 15(a), it may impose such reasonable conditions with respect to its consent as it determines.

16 (Quiet Employment)

The Lessor covenants with the Lessee that, subject to the Lessee performing its obligations under this Lease, the Lessee may peaceably possess and enjoy the Premises for the term of the Lease, without any interruption or disturbance from the Lessor.

17 (Damage and Destruction)

(a) The Lessor must immediately notify the Lessee if the Premises are damaged, affected or destroyed so as to become substantially inaccessible or unfit for use in accordance with this Lease.

(b) The Lessee may terminate this Lease by giving the Lessor not less than 30 days' notice after the damage, affectation or destruction occurs.

(c) If the Lessee terminates this Lease under clause 17(b), neither party is liable to the other for damages, costs or expenses, unless arising out of a breach of this Lease occurring before the termination.

18 (Easements)

(a) The Lessee has the full right, liberty and licence for itself and its employees, agents and contractors with or without tools, materials, plant and other apparatus, and vehicles to pass and repass at all times of the day or night during the term of this Lease over any land marked "Right of Way" on the Plan ("right of way") and, during such times as the Lessee considers necessary, to park vehicles upon the right of way.

(b) The Lessee has the full right, liberty and licence for:

(i) itself and its employees, agents and contractors at all times of the day or night during the term of this Lease to construct, lay down, dismantle, replace, repair, renew and maintain underground and/or overhead electricity cables through, beneath or over any land marked "Easement for Electricity Purposes" or "Easement for Electricity Works" on the Plan ("easement"); and

(ii) free and uninterrupted passage of electricity and signals through the cables within the easement.

19 (Demolition)

If the Lessor wishes at any time to demolish improvements on or about the Property in a manner inconsistent with the Lessee's rights under this Lease:

(a) the Lessor must give the Lessee at least 12 months' prior written notice that it intends to demolish the improvements;

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(b) the Lessee must surrender this Lease within a reasonable time after all of the following have occurred:

(i) the 12 months' notice period has expired; and

(ii) the Lessor and all the Lessor's tenants or other occupants of the Property (other than the Lessee) have vacated the Property; and

(iii) the Lessee has transferred its Electricity Works from the Premises to a new location and has connected it and/or other or additional Electricity Works to the Distribution System; and

(c) the Lessor must pay the Lessee's reasonable legal costs and all stamp duty and registration fees in connection with the surrender of this Lease.

The parties acknowledge that any new supply to the Property will be the subject of a new customer connection contract and that the Lessor will be responsible for the costs of establishing that new supply.

20 (Relocation of Premises)

If the Lessor at any time wishes to construct, install, remove, redevelop or otherwise change improvements on or about the Property in a manner inconsistent with the Lessee's ongoing rights under this Lease, but wishes to maintain electricity supply to the Property while doing so:

(a) the Lessor must give the Lessee at least 12 months' prior written notice, and consult with the Lessee, in relation to the relocation of the Premises;

(b) the Lessor may, after such consultation, nominate for the Lessee's approval:

(i) a new location or locations for the Premises on the Property ('**New Location**'); and

(ii) if required by the Lessee, a temporary location for the Premises ('**Temporary Location**'),

which must both be of a size and standard stipulated by the Lessee and must comply with the Law;

(c) if the Lessee approves of a Temporary Location and/or New Location, the Lessee will at its discretion, subject to clause 20(e), relocate the Electricity Works or install new Electricity Works including any required additional Electricity Works at the Temporary Location and/or New Location within a reasonable time;

(d) after the completion of the construction, installation, removal, redevelopment or other change to improvements on or about the Property, the Lessee will, subject to clause 20(e), relocate the Electricity Works or install new Electricity Works including any required additional Electricity Works at the New Location within a reasonable time after receiving notice of completion;

(e) before any relocation or installation under this clause 20, ~~at~~ the Lessor must pay to the Lessee the Lessee's Costs of Relocation as a debt due and payable to the Lessee; and

(f) immediately upon each relocation or installation under this clause 20, at the Lessor's cost:

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(i) the Lessor must do all things necessary to grant to the Lessee a registered lease on the same terms as this Lease (with only those changes necessary to make it appropriate to the Temporary Location or the New Location, as the case may be); and

(ii) the Lessee will do all things necessary to surrender this Lease and accept a new lease in its place.

(g) For the purposes of clause 20(c) and 20(d), "**reasonable time**" will be the time that in the Lessee's reasonable opinion it will require:

(i) to transfer Electricity Works from the Premises to the Temporary Location and/or the New Location or to install new Electricity Works;

(ii) to install additional Electricity Works if required; and

(iii) to connect the Electricity Works to the Distribution System.

21 (Make Good)

On the expiration or the earlier termination of this Lease, the Lessee:

(a) must vacate the Premises;

(b) must decommission the Lessee's Electricity Works contained in the Premises or the Property; and

(c) may remove all the Lessee's Electricity Works in or on the Premises or the Property, which were not installed by the Lessor.

22 (Restoration)

On vacating the Premises, the Lessee must:

(a) remove all rubbish;

(b) repair any damage it has caused in the course of removing its Electricity Works, except that:

(i) the Lessee need not re-instate any permanently finished surfaces damaged by the removal;

(ii) if the ground is dug up in the removal, the Lessee need only backfill and temporarily seal the opening;

(iii) the Lessee need to rectify or renew any landscaping; and

(iv) the Lessee need not restore or replace any thing erected in or on or obstructing any easement or right of way shown in the Plan, if that thing has been damaged or removed in the course of the removal.

23 (Indemnities)

The Lessor and the Lessee covenant as follows:

(a) The Lessee indemnifies the Lessor against all losses, damages and costs incurred by the Lessor which arise directly out of the Lessee's negligence in exercising its rights under the Lease or as a direct result of the wilful misconduct of the Lessee, its employees or agents or contractors. Any liability of the Lessee under this indemnity is to be proportionately reduced to the extent that any losses, damages or costs are caused or contributed to by:

(i) negligent or wilful acts or omission of the Lessor, its employees or agents or contractors, the Lessor's tenants or other occupants of the Property (other than the Lessee) under any arrangement and whether with or without the Lessor's consent; or

(ii) any breach by the Lessor of any provision of this Lease; or

(iii) any failure by the Lessor to comply with any Law.

(b) The Lessor indemnifies the Lessee against all losses, damages and costs incurred by the Lessee which arise directly out of negligent or wilful acts or omission of the Lessor, its employees or agents or contractors or other occupants of the Property (other than the Lessee) under any arrangement and whether with or without the Lessor's consent. Any liability of the Lessor under this indemnity is to be proportionally reduced to the extent that any losses, damages or costs are cause or contributed to by:

(i) negligent or wilful acts or omissions of the Lessee, its employees or agents or contractors; or

(ii) any breach by the Lessee of any provision of this Lease; or

(iii) any failure by the Lessee to comply with any Law.

24 (Assignment and Subletting)

(a) Subject to the remainder of this clause 24, the Lessee must not assign, transfer or dispose of its interest under this Lease to any entity that is not a New South Wales authority, agency or State-owned corporation without the prior written consent of the Lessor, which consent cannot be unreasonably withheld.

(b) However, clause 24(a) does not apply to any assignment by the Lessee in connection with a disaggregation of the Lessee into separate retail and distribution businesses or entities, which assignment is permitted without the Lessor's consent.

(c) The Lessor consents to the Lessee subleasing the whole of the Premises to a person who is a lessee of the Lessee's electricity transmission and distribution network in New South Wales.

(d) The Lessor agrees that a sublessee of the whole of the Premises referred to in clause 24(c) may sub-sublease the whole of the Premises to a person to who is a sublessee of the Lessee's electricity transmission and distribution network in New South Wales.

(e) Despite any sublease as referred to in clause 24(c), or any sub-sublease as referred to in clause 24(d), the Lessee remains liable under the Lease and is not released from its obligations under this Lease.

(f) Despite anything else contained in this Lease, the Lessor acknowledges and agrees that a sublessee of the Premises as referred to in clause 24(c), or any sub-sublessee of the Premises as referred to in clause 24(d), may exercise the rights and perform the obligations of the Lessee under this Lease as if that sublessee or sub-sublessee were the Lessee.

(g) In furtherance of clause 24(f), a reference in this Lease to the Lessee's employees, agents, contractors and persons authorised by the Lessee will be

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deemed to include the employees, agents and contractors of, and persons authorised by, the sublessee or sub-sublessee referred to in clause 24(f).

(h) The Lessor may assign its interest in this Lease upon prior written notice to the Lessee.

25 (Holding over)

If the Lessee continues to occupy the Premises beyond the expiry of this Lease:

(a) the Lessee occupies the Premises as a tenant from year to year at a rental equal to the rent set out in clause 5; and

(b) the tenancy will continue on the conditions of this Lease so far as they are applicable to a tenancy from year to year.

26 (Costs)

(a) Subject to clause 19 and 20 of this Lease, each party must pay their own costs, charges and expenses (including legal costs) in relation to preparing, negotiating and executing this Lease.

(b) The Lessor must pay any costs in connection with:

(i) obtaining all consents in relation to this Lease; and

(ii) the Lessee considering any proposed relocation of the Premises, including any temporary relocation (and regardless of whether relocation occurs).

(c) Subject to clause 19 and 20, the Lessee must pay all stamp duty and registration fees in connection with this Lease.

(d) A party who defaults ('**Defaulting Party**') must pay the other party's reasonable costs and disbursements in connection with the other party exercising rights to take action because of the Defaulting Party's default.

27 (Rates and Taxes)

The Lessor must pay any rates and taxes that may be levied in connection with the Premises or in connection with that part of the Property of which that Premises form part.

28 (GST)

(a) Words and expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

(b) Any consideration to be paid or provided for a supply made under or in connection with the Lease unless expressly described in this Lease as 'GST Inclusive', does not include any amount on account of GST.

(c) Despite any other provision in the Lease, if a party ('**Supplier**') makes a supply under or in connection with this Lease on which GST is imposed (not being a supply the consideration for which is specifically described in the Lease as '**GST inclusive**'):

(i) the consideration payable or to be provided for that supply under this Lease but for the application of this clause ('**GST exclusive consideration**') is increased by, and the recipient of the supply

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('**Recipient**') must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST; and

(ii) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided subject to the production of a tax invoice.

(d) If a payment to a party under this Lease is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

29 Grant of new lease

The Lessor agrees to grant a new lease under this clause 29 on the Terminating Date to commence on the next day only if:

(a) the Lessee gives the Lessor a notice stating that it wants a new lease of the Premises for a term of 25 years; and

(b) the Lessor receives that notice within the period from and including the day that is twelve months before the Terminating Date to but excluding the Terminating Date; and

(c) when the Lessee gives that notice, and on the Terminating Date, the Lessee is not in breach of this Lease.

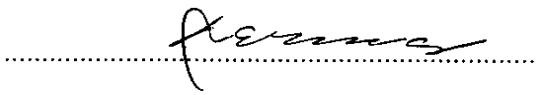
The new lease is to be identical with the Lease except that:

(d) the term is to be 25 years; and

(e) the commencement date is to be the day after the Terminating Date; and

(f) the terminating date is to be the day which is 25 years after the commencement date; and

(g) the new lease must reflect any variations to this Lease, whether registered or not, which become effective during the term of this Lease.



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Form: 16LM
Release: 2·4

MEMORANDUM

New South Wales
Section 80A Real Property Act 19(

AK980904F

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R [illegible] 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.

(B) LODGED BY

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(B) APPLICANT

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

(C) The applicant requests the Registrar General to record this memorandum, comprising 11 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Helen Elizabeth Murray

Capacity of signatory (if applicable): Applicant's solicitor

Date: 6 December 2016

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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THIS IS ANNEXURE 'A' TO MEMORANDUM LODGED ON BEHALF OF ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION DATED 6 DECEMBER 2016

1 (Definitions)

In this Lease, unless the contrary intention appears:

(a) **Customer** has the meaning it has in the Electricity Supply Act.

(b) **Distribution System** means the Electricity Works used to convey and control the conveyance of electricity to the Property and other Customers, but does not include a Transmission System.

(c) **Electricity (Consumer Safety) Act** means the *Electricity (Consumer Safety) Act 2004.*

(d) **Electricity Supply Act** means the *Electricity Supply Act 1995.*

(e) **Electricity Works** means any electricity power lines or associated equipment or electricity structures that form part of any of the Lessee's transmission or distribution systems and includes plant, electricity conductors, wires, cables, transformers, switchgear and other apparatus for conveying, controlling or storing electricity or data signals (including signals transmitted though optical fibre).

(f) **Law** includes any statute, regulation, ordinance, by-law, order, consent or requirement, present or future, whether local, state, federal or otherwise, or industry code or Australian standard, and any Network Standard. It also includes any amendment, consolidation or replacement of them.

(g) **Lessee** means the lessee described on the front page of this Lease (and where the context permits, its employees, agents and contractors), and its successors and assigns.

(h) **Lessee's Costs of Relocation** means the Lessee's reasonable estimate of the costs (including any administrative, design, approval, consulting, legal, stamp duty, registration, consultant's or other costs) which have been or will be incurred by it in connection with:

(i) removing the Lessee's Electricity Works from the Premises or the Property; and

(ii) if required under this Lease, relocating, whether permanently or temporarily, the Lessee's Electricity Works or installing new Electricity Works at the Temporary Location or the New Location or both.

The Lessee may determine such costs in accordance with its standard practices. A certificate signed by a general manager, authorised representative of a general manager or internal auditor of the Lessee as to the Lessee's Costs of Relocation is prima facie evidence of such costs.

(i) **Lessor** means the lessor described on the front page of this Lease and its successors and assigns (or, if the Lessor is a natural person, its executors, administrators and assigns) and in either case its employees, agents and contractors.

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(j) **Lessor's Supply Requirements** means the amount of electrical load to be supplied to the Property from the Electricity Works contained within the Premises as agreed from time to time between the Lessee and the Lessor.

(k) **Liability** means claims, causes of action, damages and costs (including legal costs on an indemnity basis, whether or not the subject of a court order) and other liabilities, whether in contract, tort (including negligence), under statute or otherwise.

(l) **Network Standard** means any policy or technical standard published by the Lessee from time to time.

(m) **Plan** means the plan annexed to this Lease.

(n) **Premises** means that part of the Property leased to the Lessee as shown on the Plan.

(o) **Property** means the Land and/or building in which or upon which the Premises are situated.

(p) **Terminating Date** means the date so described on the front page of this Lease.

(q) **Transmission System** has the meaning it has in the Electricity Supply Act.

2 (Interpretation)

Unless the contrary intention appears:

(a) the singular includes the plural and vice versa;

(b) an agreement, representation or warranty on the part of two or more persons binds them individually and together (that is, jointly and severally).

(c) a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under it and consolidations, amendments, re-enactments or replacements of any of them;

(d) "including", when introducing an item or items, is illustrative only, not exhaustive;

(e) a reference to the whole includes part; and

(f) a reference to a person includes a body corporate and a partnership.

3 (Implied Covenants and Powers)

The obligations and powers implied by sections 84, 84A and 85 of the *Conveyancing Act 1919* are excluded.

4 (Statutory Powers and Functions)

Nothing in this Lease affects the Lessee's powers, rights and functions under the Electricity Supply Act and the Electricity (Consumer Safety) Act.

5 (Rent)

At the end of the term, the Lessee must pay the rent of $1.00 per annum (if demanded in writing).

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6 (Use of the Premises)

The Lessee may:

(a) use the Premises as an electricity substation;

(b) from time to time install, extend, alter, construct, dismantle, inspect, repair, replace, renew and maintain on and within the Premises such Electricity Works or other plant and equipment as the Lessee determines; and

(c) use Electricity Works contained within the Premises to supply other Customers whether directly or indirectly from the Distribution System.

7 (Access)

The Lessee may, and the Lessor must ensure that the Lessee and persons authorised by it may, access the Premises 24 hours a day without restriction, with or without tools, materials, plant and other apparatus. The Lessor must supply the Lessee with keys or any other device which may be necessary to obtain access.

8 (Security of the Premises)

(a) The Lessee will ensure that all exterior doors and any other point of access in or to the Premises, are securely fastened at all times when the Lessee's employees, agents or contractors are not in attendance on the Premises.

(b) If the Lessor becomes aware that those exterior doors or points of access are not securely fastened, it must promptly notify the Lessee.

9 (Lessee's Electricity Works)

The Electricity Works installed in, affixed to or in the Premises, the Property or any easement created in connection with this Lease, remain the Lessee's property, even after the Lease ends, and may be removed by the Lessee.

10 (Services to the Premises)

(a) In this clause, '**Upgrade**' means alteration, modification or upgrade to the Premises (excluding the Electricity Works) or to the services to the Premises, or to any easement or right of way referred to in the Plan, necessary:

(i) for the safe use of the Premises, easement or right of way; or

(ii) for the Premises, easement or right of way to comply with a Network Standard.

(b) The Lessee may notify the Lessor of any Upgrade which the Lessee (acting reasonably in order to comply with relevant Laws) considers is necessary.

(c) The Lessor must, at the Lessor's cost, promptly carry out the Upgrade in a proper and workmanlike manner in accordance with all Laws and the requirements of all relevant authorities.

(d) if the Lessor does not carry out the Upgrade promptly after receiving the Lessee's notification, the Lessee may:

(i) cease to operate the Electricity Works in the Premises or to supply electricity to the Property until the Upgrade has been carried out, if it, acting reasonably, believes it is unsafe to continue operation; and/or

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(ii) elect to carry out the Upgrade. The Lessor must pay all costs incurred by the Lessee in connection with the Upgrade promptly on receipt of a tax invoice (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) from the Lessee setting out such costs.

11 (Repair)

The Lessee must within a reasonable time repair any damage to the Premises or any other part of the Property caused by the Lessee's wilful or negligent act or omission, or its default under this Lease.

12 (Lessee Works)

The Lessee:

(a) must not (except in the case of an emergency) alter, interfere with or make any connections to the Lessor's fixtures or services without the Lessor's consent (however, the Lessor must not unreasonably withhold its consent); and

(b) must ensure that any works it carries out within the Premises are carried out in a proper and workmanlike manner and in accordance with all Laws and the requirements of all relevant authorities.

13 (Use of Common Areas)

The Lessee may, for the purposes of this Lease, use any areas of the Property provided by the Lessor for common use, but must obey all reasonable directions and rules notified by the Lessor relating to the use of those areas.

14 (Lessor to Maintain)

The Lessor must:

(a) maintain in a serviceable condition any right of way or easement referred to in the Plan and any drainage system which may affect the Premises;

(b) ensure that any safety equipment, ventilation, air ducting and doors provided for the Premises are not obstructed or impaired;

(c) ensure that any part of the Property which encloses or forms part of the Premises (including any external doors, gates, ventilation panels and external finishes) is structurally stable, in good condition and complies with all Laws and the requirements of all relevant authorities;

(d) take all necessary steps to keep dry the internal surfaces and spaces within the Premises;

(e) not do anything or omit to do anything that might contravene a Network Standard or adversely affect the Lessee's use of the Electricity Works; and

(f) immediately repair any damage to the Premises caused by the Lessor's act or omission, negligence, or default under this Lease.

15 (Lessor Works)

(a) The Lessor must not without the Lessee's prior written consent:

(i) alter existing ground levels on or adjacent to the Premises or to any easement created in connection with the Lease; or

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(ii) carry out any works (including any storage, demolition, excavation, erection, installation, maintenance, alteration, removal or replacement) within, above, below, or which may detrimentally affect, the Premises, the ventilation provided for the Premises or any easement created in connection with this Lease.

(b) If the Lessee consents to the Lessor carrying out the works referred to in clause 15(a), it may impose such reasonable conditions with respect to its consent as it determines.

16 (Quiet Employment)

The Lessor covenants with the Lessee that, subject to the Lessee performing its obligations under this Lease, the Lessee may peaceably possess and enjoy the Premises for the term of the Lease, without any interruption or disturbance from the Lessor.

17 (Damage and Destruction)

(a) The Lessor must immediately notify the Lessee if the Premises are damaged, affected or destroyed so as to become substantially inaccessible or unfit for use in accordance with this Lease.

(b) The Lessee may terminate this Lease by giving the Lessor not less than 30 days' notice after the damage, affectation or destruction occurs.

(c) If the Lessee terminates this Lease under clause 17(b), neither party is liable to the other for damages, costs or expenses, unless arising out of a breach of this Lease occurring before the termination.

18 (Easements)

(a) The Lessee has the full right, liberty and licence for itself and its employees, agents and contractors with or without tools, materials, plant and other apparatus, and vehicles to pass and repass at all times of the day or night during the term of this Lease over any land marked "Right of Way" on the Plan ("right of way") and, during such times as the Lessee considers necessary, to park vehicles upon the right of way.

(b) The Lessee has the full right, liberty and licence for:

(i) itself and its employees, agents and contractors at all times of the day or night during the term of this Lease to construct, lay down, dismantle, replace, repair, renew and maintain underground and/or overhead electricity cables through, beneath or over any land marked "Easement for Electricity Purposes" or "Easement for Electricity Works" on the Plan ("easement"); and

(ii) free and uninterrupted passage of electricity and signals through the cables within the easement.

19 (Demolition)

If the Lessor wishes at any time to demolish improvements on or about the Property in a manner inconsistent with the Lessee's rights under this Lease:

(a) the Lessor must give the Lessee at least 12 months' prior written notice that it intends to demolish the improvements;

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(b) the Lessee must surrender this Lease within a reasonable time after all of the following have occurred:

(i) the 12 months' notice period has expired; and

(ii) the Lessor and all the Lessor's tenants or other occupants of the Property (other than the Lessee) have vacated the Property; and

(iii) the Lessee has transferred its Electricity Works from the Premises to a new location and has connected it and/or other or additional Electricity Works to the Distribution System; and

(c) the Lessor must pay the Lessee's reasonable legal costs and all stamp duty and registration fees in connection with the surrender of this Lease.

The parties acknowledge that any new supply to the Property will be the subject of a new customer connection contract and that the Lessor will be responsible for the costs of establishing that new supply.

20 (Relocation of Premises)

If the Lessor at any time wishes to construct, install, remove, redevelop or otherwise change improvements on or about the Property in a manner inconsistent with the Lessee's ongoing rights under this Lease, but wishes to maintain electricity supply to the Property while doing so:

(a) the Lessor must give the Lessee at least 12 months' prior written notice, and consult with the Lessee, in relation to the relocation of the Premises;

(b) the Lessor may, after such consultation, nominate for the Lessee's approval:

(i) a new location or locations for the Premises on the Property ('**New Location**'); and

(ii) if required by the Lessee, a temporary location for the Premises ('**Temporary Location**'),

which must both be of a size and standard stipulated by the Lessee and must comply with the Law;

(c) if the Lessee approves of a Temporary Location and/or New Location, the Lessee will at its discretion, subject to clause 20(e), relocate the Electricity Works or install new Electricity Works including any required additional Electricity Works at the Temporary Location and/or New Location within a reasonable time;

(d) after the completion of the construction, installation, removal, redevelopment or other change to improvements on or about the Property, the Lessee will, subject to clause 20(e), relocate the Electricity Works or install new Electricity Works including any required additional Electricity Works at the New Location within a reasonable time after receiving notice of completion;

(e) before any relocation or installation under this clause 20, ~~at~~ the Lessor must pay to the Lessee the Lessee's Costs of Relocation as a debt due and payable to the Lessee; and

(f) immediately upon each relocation or installation under this clause 20, at the Lessor's cost:

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(i) the Lessor must do all things necessary to grant to the Lessee a registered lease on the same terms as this Lease (with only those changes necessary to make it appropriate to the Temporary Location or the New Location, as the case may be); and

(ii) the Lessee will do all things necessary to surrender this Lease and accept a new lease in its place.

(g) For the purposes of clause 20(c) and 20(d), "**reasonable time**" will be the time that in the Lessee's reasonable opinion it will require:

(i) to transfer Electricity Works from the Premises to the Temporary Location and/or the New Location or to install new Electricity Works;

(ii) to install additional Electricity Works if required; and

(iii) to connect the Electricity Works to the Distribution System.

21 (Make Good)

On the expiration or the earlier termination of this Lease, the Lessee:

(a) must vacate the Premises;

(b) must decommission the Lessee's Electricity Works contained in the Premises or the Property; and

(c) may remove all the Lessee's Electricity Works in or on the Premises or the Property, which were not installed by the Lessor.

22 (Restoration)

On vacating the Premises, the Lessee must:

(a) remove all rubbish;

(b) repair any damage it has caused in the course of removing its Electricity Works, except that:

(i) the Lessee need not re-instate any permanently finished surfaces damaged by the removal;

(ii) if the ground is dug up in the removal, the Lessee need only backfill and temporarily seal the opening;

(iii) the Lessee need to rectify or renew any landscaping; and

(iv) the Lessee need not restore or replace any thing erected in or on or obstructing any easement or right of way shown in the Plan, if that thing has been damaged or removed in the course of the removal.

23 (Indemnities)

The Lessor and the Lessee covenant as follows:

(a) The Lessee indemnifies the Lessor against all losses, damages and costs incurred by the Lessor which arise directly out of the Lessee's negligence in exercising its rights under the Lease or as a direct result of the wilful misconduct of the Lessee, its employees or agents or contractors. Any liability of the Lessee under this indemnity is to be proportionately reduced to the extent that any losses, damages or costs are caused or contributed to by:

(i) negligent or wilful acts or omission of the Lessor, its employees or agents or contractors, the Lessor's tenants or other occupants of the Property (other than the Lessee) under any arrangement and whether with or without the Lessor's consent; or

(ii) any breach by the Lessor of any provision of this Lease; or

(iii) any failure by the Lessor to comply with any Law.

(b) The Lessor indemnifies the Lessee against all losses, damages and costs incurred by the Lessee which arise directly out of negligent or wilful acts or omission of the Lessor, its employees or agents or contractors or other occupants of the Property (other than the Lessee) under any arrangement and whether with or without the Lessor's consent. Any liability of the Lessor under this indemnity is to be proportionally reduced to the extent that any losses, damages or costs are cause or contributed to by:

(i) negligent or wilful acts or omissions of the Lessee, its employees or agents or contractors; or

(ii) any breach by the Lessee of any provision of this Lease; or

(iii) any failure by the Lessee to comply with any Law.

24 (Assignment and Subletting)

(a) Subject to the remainder of this clause 24, the Lessee must not assign, transfer or dispose of its interest under this Lease to any entity that is not a New South Wales authority, agency or State-owned corporation without the prior written consent of the Lessor, which consent cannot be unreasonably withheld.

(b) However, clause 24(a) does not apply to any assignment by the Lessee in connection with a disaggregation of the Lessee into separate retail and distribution businesses or entities, which assignment is permitted without the Lessor's consent.

(c) The Lessor consents to the Lessee subleasing the whole of the Premises to a person who is a lessee of the Lessee's electricity transmission and distribution network in New South Wales.

(d) The Lessor agrees that a sublessee of the whole of the Premises referred to in clause 24(c) may sub-sublease the whole of the Premises to a person to who is a sublessee of the Lessee's electricity transmission and distribution network in New South Wales.

(e) Despite any sublease as referred to in clause 24(c), or any sub-sublease as referred to in clause 24(d), the Lessee remains liable under the Lease and is not released from its obligations under this Lease.

(f) Despite anything else contained in this Lease, the Lessor acknowledges and agrees that a sublessee of the Premises as referred to in clause 24(c), or any sub-sublessee of the Premises as referred to in clause 24(d), may exercise the rights and perform the obligations of the Lessee under this Lease as if that sublessee or sub-sublessee were the Lessee.

(g) In furtherance of clause 24(f), a reference in this Lease to the Lessee's employees, agents, contractors and persons authorised by the Lessee will be

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deemed to include the employees, agents and contractors of, and persons authorised by, the sublessee or sub-sublessee referred to in clause 24(f).

(h) The Lessor may assign its interest in this Lease upon prior written notice to the Lessee.

25 (Holding over)

If the Lessee continues to occupy the Premises beyond the expiry of this Lease:

(a) the Lessee occupies the Premises as a tenant from year to year at a rental equal to the rent set out in clause 5; and

(b) the tenancy will continue on the conditions of this Lease so far as they are applicable to a tenancy from year to year.

26 (Costs)

(a) Subject to clause 19 and 20 of this Lease, each party must pay their own costs, charges and expenses (including legal costs) in relation to preparing, negotiating and executing this Lease.

(b) The Lessor must pay any costs in connection with:

(i) obtaining all consents in relation to this Lease; and

(ii) the Lessee considering any proposed relocation of the Premises, including any temporary relocation (and regardless of whether relocation occurs).

(c) Subject to clause 19 and 20, the Lessee must pay all stamp duty and registration fees in connection with this Lease.

(d) A party who defaults ('**Defaulting Party**') must pay the other party's reasonable costs and disbursements in connection with the other party exercising rights to take action because of the Defaulting Party's default.

27 (Rates and Taxes)

The Lessor must pay any rates and taxes that may be levied in connection with the Premises or in connection with that part of the Property of which that Premises form part.

28 (GST)

(a) Words and expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

(b) Any consideration to be paid or provided for a supply made under or in connection with the Lease unless expressly described in this Lease as 'GST Inclusive', does not include any amount on account of GST.

(c) Despite any other provision in the Lease, if a party ('**Supplier**') makes a supply under or in connection with this Lease on which GST is imposed (not being a supply the consideration for which is specifically described in the Lease as '**GST inclusive**'):

(i) the consideration payable or to be provided for that supply under this Lease but for the application of this clause ('**GST exclusive consideration**') is increased by, and the recipient of the supply

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('**Recipient**') must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST; and

(ii) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided subject to the production of a tax invoice.

(d) If a payment to a party under this Lease is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

29 Grant of new lease

The Lessor agrees to grant a new lease under this clause 29 on the Terminating Date to commence on the next day only if:

(a) the Lessee gives the Lessor a notice stating that it wants a new lease of the Premises for a term of 25 years; and

(b) the Lessor receives that notice within the period from and including the day that is twelve months before the Terminating Date to but excluding the Terminating Date; and

(c) when the Lessee gives that notice, and on the Terminating Date, the Lessee is not in breach of this Lease.

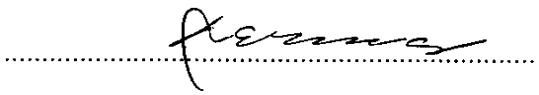
The new lease is to be identical with the Lease except that:

(d) the term is to be 25 years; and

(e) the commencement date is to be the day after the Terminating Date; and

(f) the terminating date is to be the day which is 25 years after the commencement date; and

(g) the new lease must reflect any variations to this Lease, whether registered or not, which become effective during the term of this Lease.



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ePlan

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

Plan: SP100778 Plan of Subdivision of Lot 1 in DP1252952 covered by Subdivision Certificate No.

Full name and address of the owner of the land: Sydney Olympic Park Authority ABN 68 010 941 405 of ~~8 Australia Avenue, Sydney Olympic Park, NSW 2127~~ Lvl 8, 5 Olympic Boulevard, Sydney Olympic Park NSW 2127

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access to Rooftop (whole of lot)	Common Property	Sydney Olympic Park Authority
2	Easement for Security and Associated Services variable width (limited in stratum) (T)	Common Property	Sydney Olympic Park Authority
3	Easement for Maintenance Purposes variable width (limited in stratum) (M)	Lots 1 – 5 inclusive, Lots 62 -65 inclusive	Common Property
4	Easement for Access variable width (limited in stratum) (V)	Common Property	Lot 2 DP1252952

Part 2 (Terms)

1. Terms of easement for access to rooftop (whole of common property lot) numbered 1 in the Plan

1.1 Subject to the conditions of this Easement, the Grantor grants the Grantee and its Authorised Persons the right to enter, pass and repass over the Lot Burdened:

(a) at all times;

(b) by foot and with or without equipment and tools; and

(c) by the most available route including through corridors and lifts,

for the purpose of exercising its rights and complying with its obligations in the Easement secondly referred to in this Instrument.

1.2 The Grantor acknowledges and agrees that access to the Lot Burdened may be regulated by security devices. The Grantor agrees to provide to the Grantee and its Authorised Persons with access to the

Signature of authorised officer

security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Persons to exercise its rights and comply with its obligations in this Easement.

1.3 When exercising rights under this Easement, the Grantee and its Authorised Persons must:

(a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;

(b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;

(c) restore the Lot Burdened as nearly as is practicable to its former condition, and

(d) make good any collateral damage.

2. Terms of easement for security and associated services variable width (limited in stratum) (T) numbered 2 in the Plan

2.1 The Grantee and its Authorised Persons may:

(a) construct, install and utilise Security and Associated Services within the Easement Site;

(b) use the Lot Burdened to provide Security and Associated Services from the Easement Site including through existing pipes, conduits and other structures; and

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

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

2.2 In exercising any rights under this Easement, the Grantee and its Authorised Persons must:

(a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement and comply with the Grantor's reasonable directions including in relation to the time and manner of access;

(b) not place any Security Equipment or Security Services within the Easement Site that would affect the use and enjoyment of the Lot Burdened or result in the owner of the Lot Burdened being in breach of relevant Laws including the Building Code of Australia and the requirements of any Authority;

(c) ensure the operation of the Security and Associated Services does not include surveillance of any part of the Lot Burdened;

(d) ensure any services including equipment and apparatus associated with the Security and Associated Services are discretely located within the Easement Site and, if visible from any other public space, must be suitably screened; and

(e) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any service to the Lot Burdened.

2.3 When they exercise their rights under this Easement, the Grantee and its Authorised Persons must:

(a) ensure all work is done properly; and

Signature of authorised officer

(b) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened; and

(c) cause as little damage as practicable to the Lot Burdened and any improvement on it; and

(d) make good any collateral damage; and

(e) not interfere with the structural integrity of the Lot Burdened or any building or infrastructure on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

2.4 The Grantee must maintain its own Security and Associated Services.

3. Terms for Easement for Maintenance Purposes (M) numbered 3 in the Plan

3.1 The Owners Corporation may:

(a) with prior reasonable notice given to the owner or occupier of a Lot Burdened, use the Easement Site for the purpose of carrying out necessary work on the common property including maintenance and repair of the building facade, landscaping and boundary fences which cannot otherwise reasonably be carried out; and

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

(i) entering into the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out necessary works.

3.2 In exercising the rights under clause 3.1, the Owners Corporation must:

(a) ensure that all work on the common property is done properly and carried out as quickly as is practicable;

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(d) restore the Lot Burdened as nearly as is practicable to is former condition; and

(e) make good any collateral damage.

4. Terms for Easement for Access variable width (limited in stratum) (V) numbered 4 in the Plan

4.1 The Grantor grants to the Grantee a right for visitors of the Grantee to:

(a) pass and repass across the Easement Site and use the Lift within the Easement Site for the purposes of accessing the Lot Benefited from the visitor car spaces located within the Lot Benefited, and

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

(i) entering the Lot Burdened, and

(ii) taking anything on to the Lot Burdened.

4.2 In exercising its rights under this Easement, the Grantee and its visitors must:

Signature of authorised officer

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

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

(e) restore the Lot Burdened as nearly as is practicable to its former condition; and

(f) make good any collateral damage.

5. Definitions

In this Instrument, unless the context otherwise requires:

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

Authorised User means:

(a) any person authorised by the Grantee and includes the Grantee's tenants, employees, agents, contractors, licensees and invitees; and

(b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Easement Site in relation to an Easement, means:

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

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

Grantee means:

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

(b) an Authority Benefited.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this s88B instrument.

Land means the land the subject of this Plan.

Lot Benefited means the whole or any part of the lot having the benefit of an Easement.

Lot Burdened means the whole or any part of the lot having the burden of an Easement.

Owners Corporation means the owners corporation created on registration of the Plan.

Security and Associated Services means security equipment of any kind used in connection with the security of Sydney Olympic Park.

Strata Scheme means a strata scheme created on registration of the Plan.

6. Interpretation

6.1 In this Instrument:

(a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(b) the singular includes the plural and vice versa;

Signature of authorised officer

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Plan: SP100778 Plan of Subdivision of Lot 1 in DP1252952 covered by Subdivision Certificate No.

(c) the word '**person**' includes a firm, a body corporate, an unincorporated association or an authority;

(d) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(f) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

6.2 Part or all of any provision of this instrument that is illegal or unenforceable may be severed from this instrument and the remaining provisions of this instrument continue in force.

7. Release

7.1 The Grantee and its Authorised Users enter upon the Lots Burdened at their own risk and release the Grantor from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lots Burdened under the terms of this easement except to the extent caused by the Grantor or its Authorised Persons.

Executed for and on behalf of
Sydney Olympic Park Authority
ABN 68 010 941 405 by an authorised officer, in the presence of:

Signature of witness

PETER SERRÃO
Name of witness in full

Signature of authorised officer, who by executing this deed or otherwise, does not accept any liability in any capacity (personal or otherwise)

NICHOLAS HUBBLE
Name of authorised officer in full

Executive Director
Capacity of authorised officer

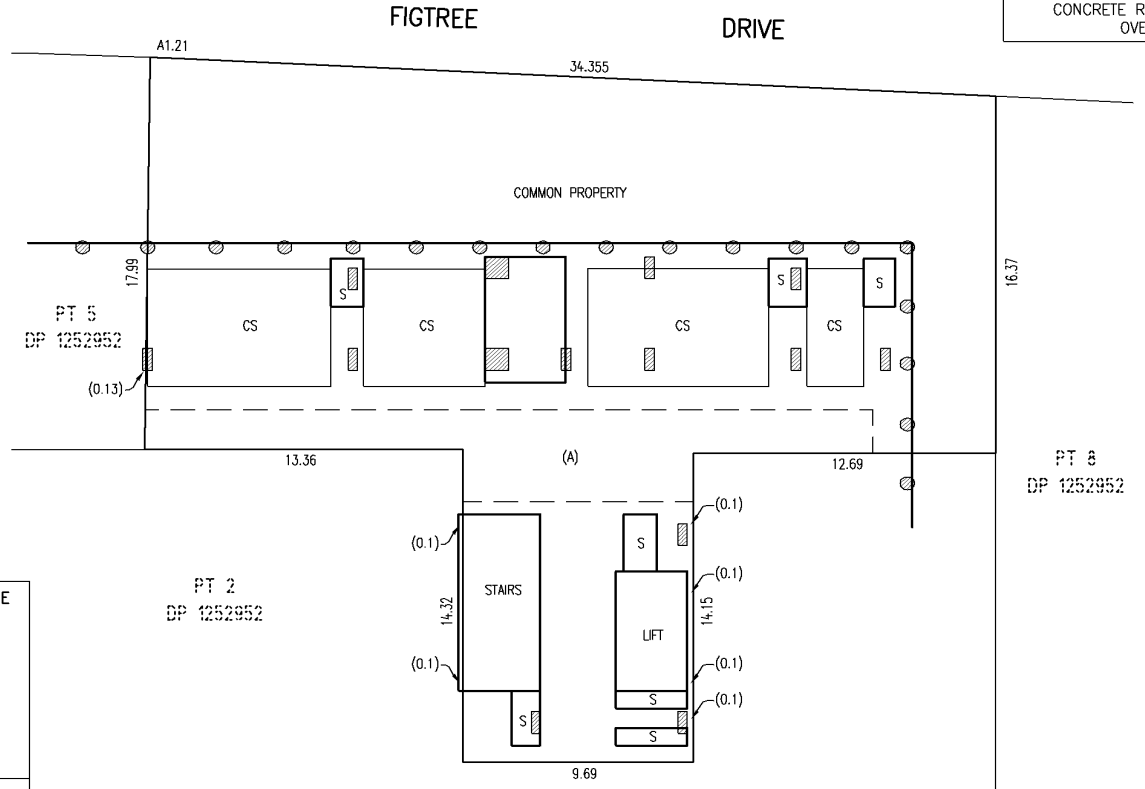
REGISTERED 21/02/2020

Signature of authorised officer

InfoTrack Your Searching Partner

LOCATION PLAN – BASEMENT LEVEL 4

No.2A FIGTREE DRIVE, 13 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LAND CREATED BY DP 1252952

- EASEMENT FOR SUPPORT AND SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR EMERGENCY EGRESS
- EASEMENT TO ACCESS SHARED FACILITIES
- EASEMENT FOR CONSTRUCTION PURPOSES
- EASEMENT FOR CRANE JIB SWING
- EASEMENT FOR NOISE VIBRATION & DUST

NOTE: GLOBAL EASEMENT INFORMATION IS NOT REPEATED ON THE FOLLOWING SHEETS

CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE

EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1252952)

SURVEYOR Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP–AR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/02/2020	SP100778

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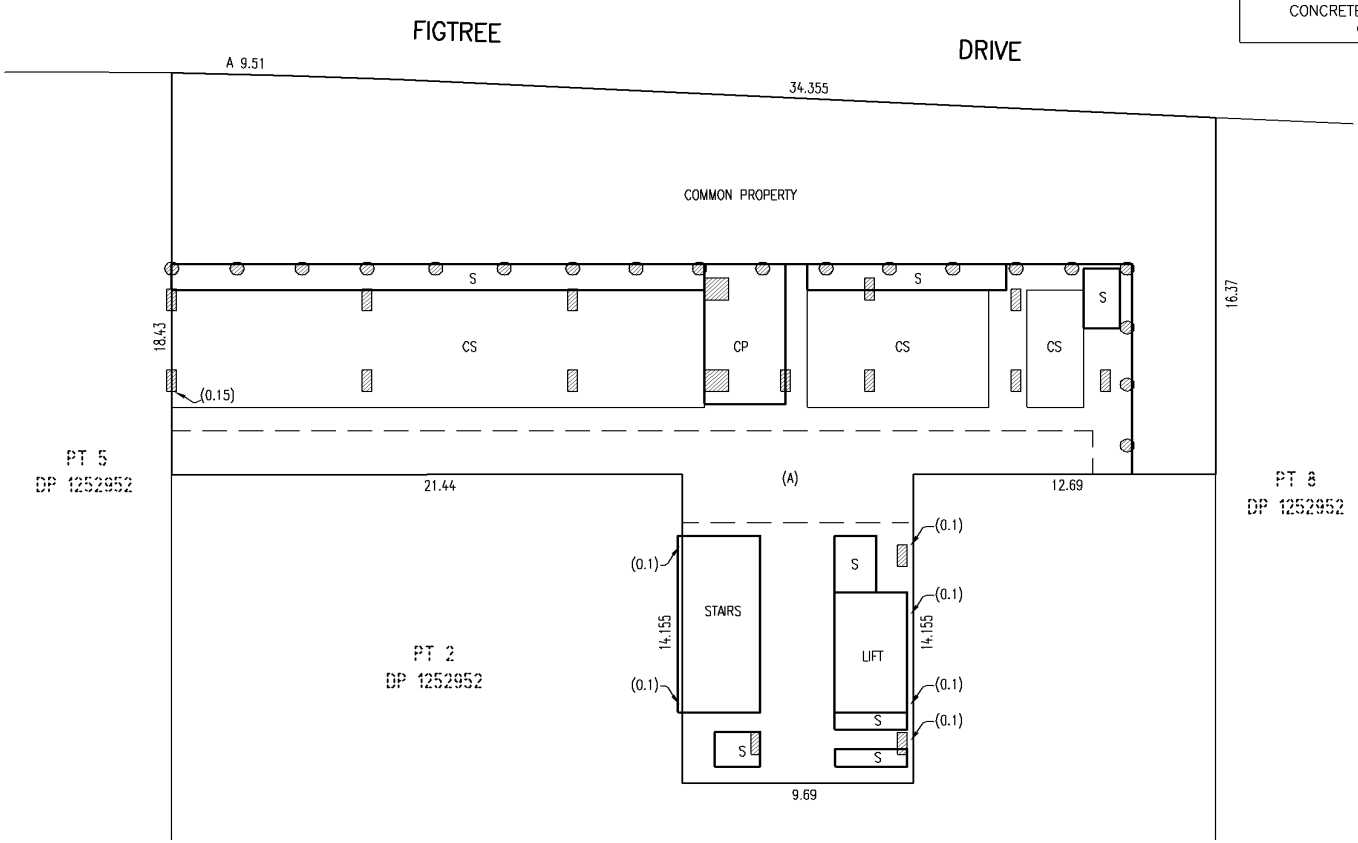
LOCATION PLAN – BASEMENT LEVEL 3

No.2A FIGTREE DRIVE, 13 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE

EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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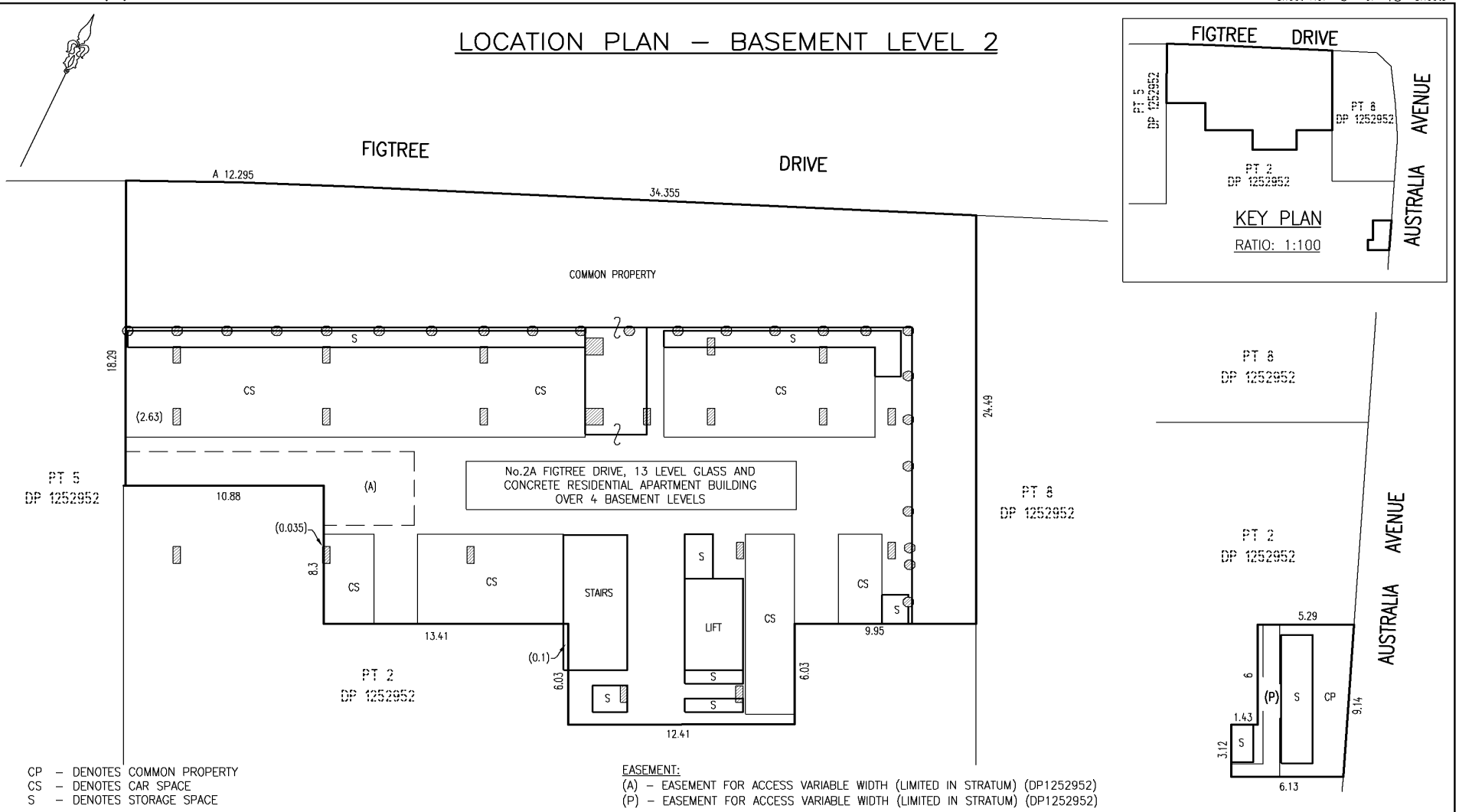
LOCATION PLAN – BASEMENT LEVEL 2



CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE

EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(P) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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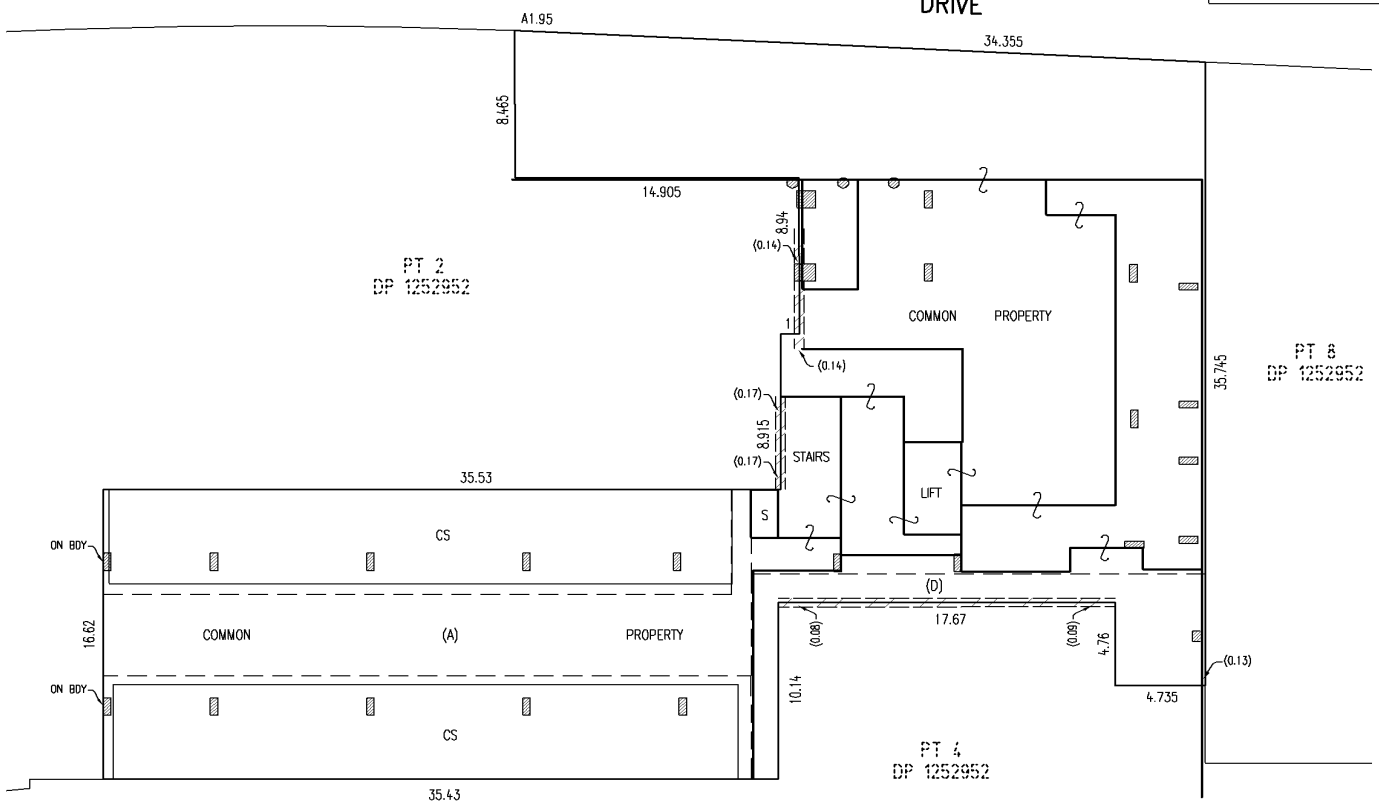
LOCATION PLAN – BASEMENT LEVEL 1

No.2A FIGTREE DRIVE, 13 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACE
S – DENOTES STORAGE SPACE

EASEMENT:
(A) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(D) – EASEMENT FOR ACCCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:250		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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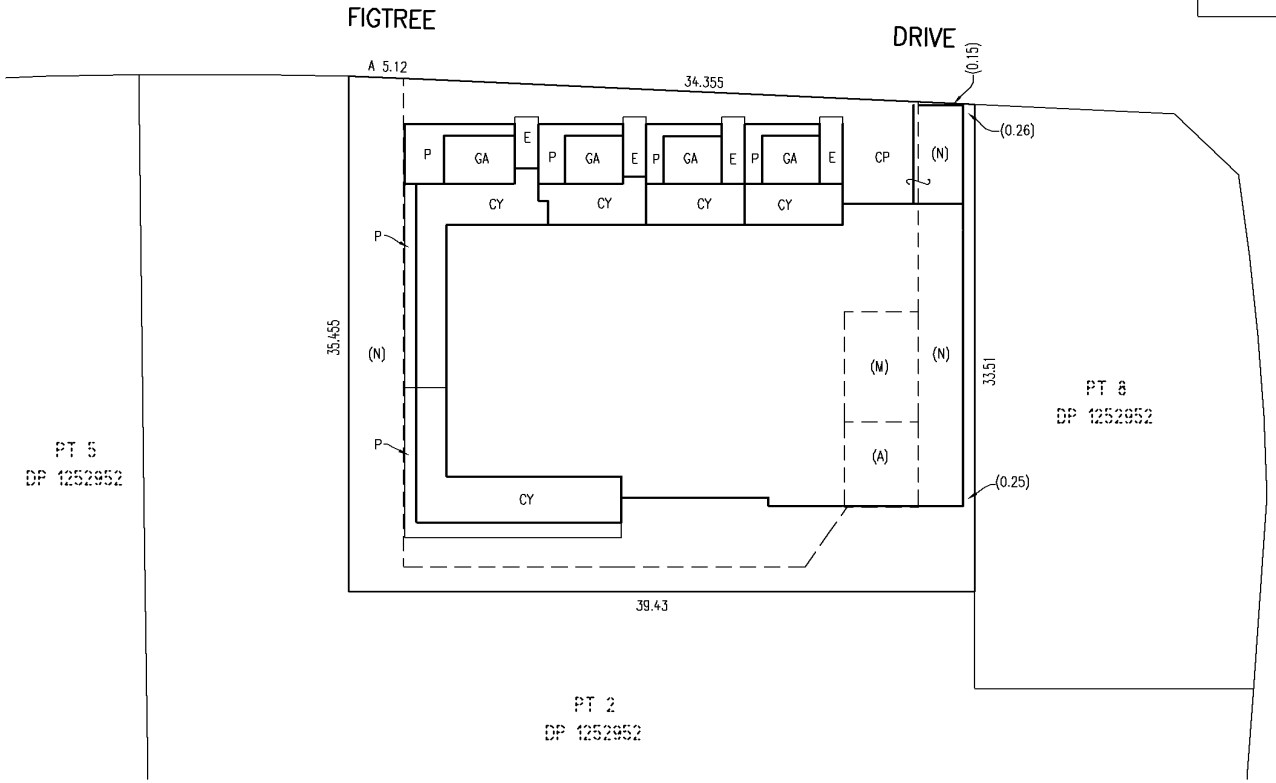
LOCATION PLAN – LEVEL 1

No.2A FIGTREE DRIVE, 13 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



CP – DENOTES COMMON PROPERTY
CY – DENOTES COURTYARD
E – DENOTES ENTRY
GA – DENOTES GARDEN
P – DENOTES PLANTER

EASEMENT:
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(M) EASEMENT FOR MAILBOX VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)
(N) EASEMENT FOR ACCESS & RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1252952)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:300		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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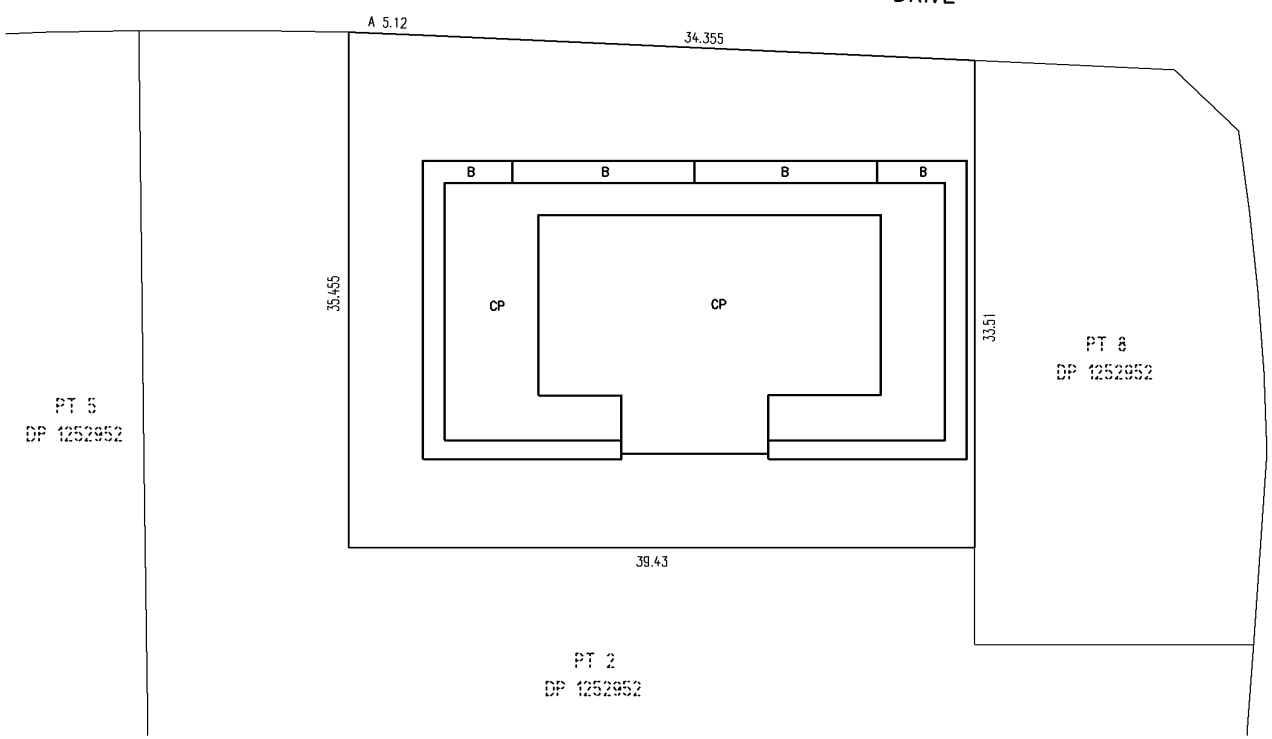
LOCATION PLAN – LEVEL 2 & ABOVE

No.2A FIGTREE DRIVE, 13 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 4 BASEMENT LEVELS



B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP-AR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 21/02/2020	SP100778

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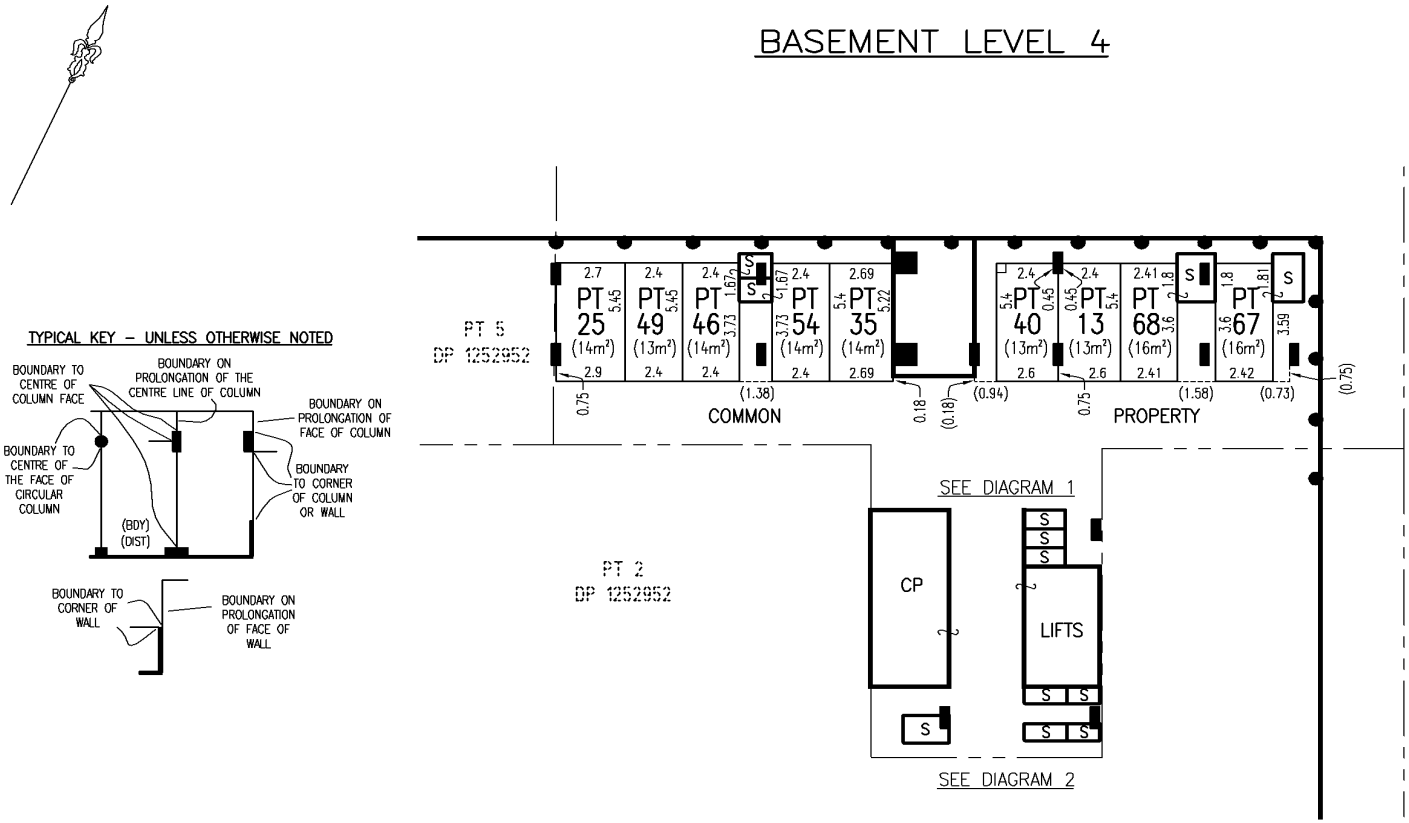
BASEMENT LEVEL 4



TYPICAL KEY – UNLESS OTHERWISE NOTED

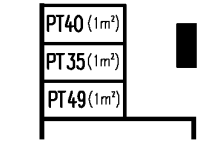


DIAGRAM 1
SCALE 1:100

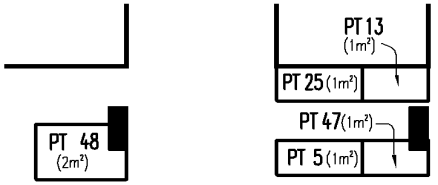


DIAGRAM 2
SCALE 1:100

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

DENOTES PARCEL BOUNDARY

– DENOTES RIGHT ANGLE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE SPACE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/02/2020	SP100778
Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP-AR				

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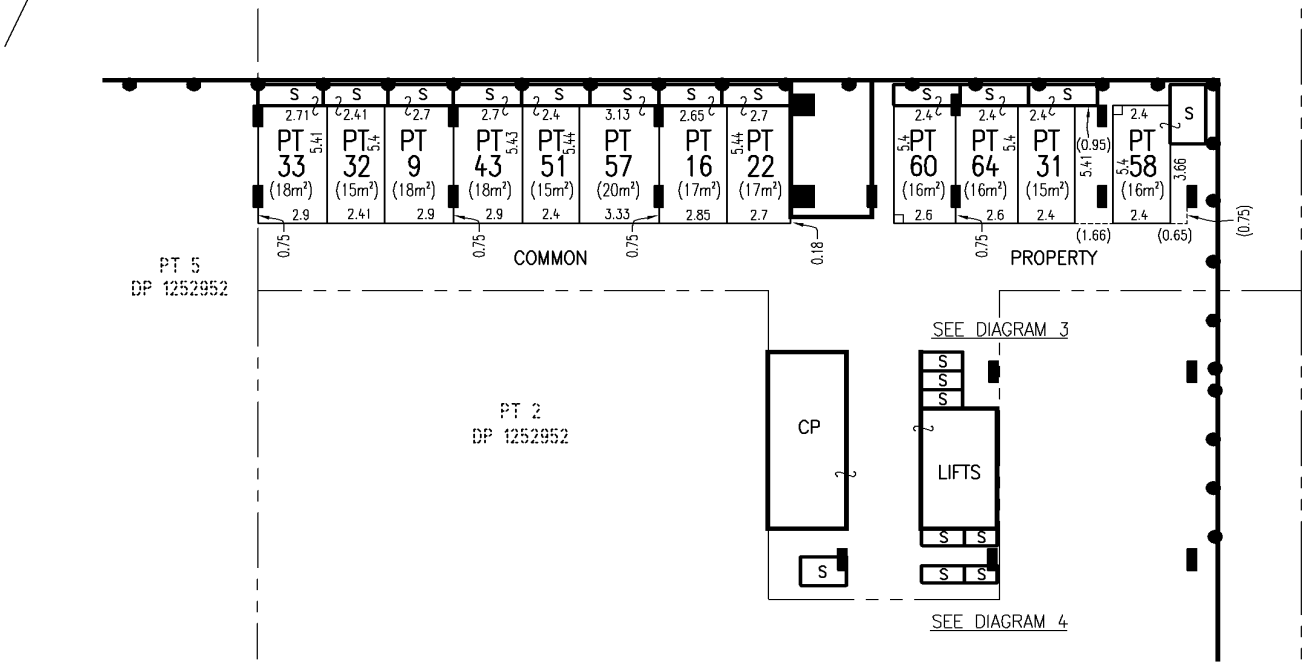
BASEMENT LEVEL 3



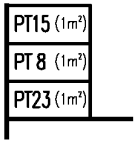


DIAGRAM 3
SCALE 1:100

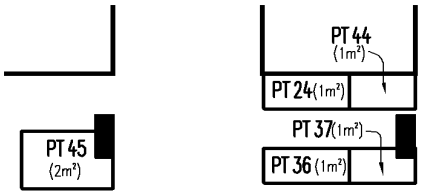
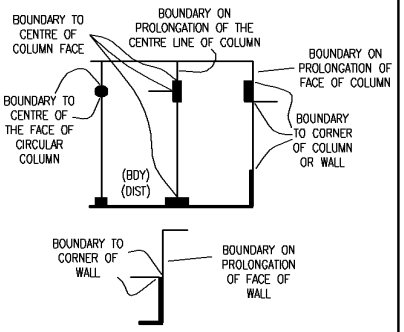


DIAGRAM 4
SCALE 1:100

TYPICAL KEY – UNLESS OTHERWISE NOTED



DENOTES PARCEL BOUNDARY

– DENOTES RIGHT ANGLE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE SPACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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BASEMENT LEVEL 2

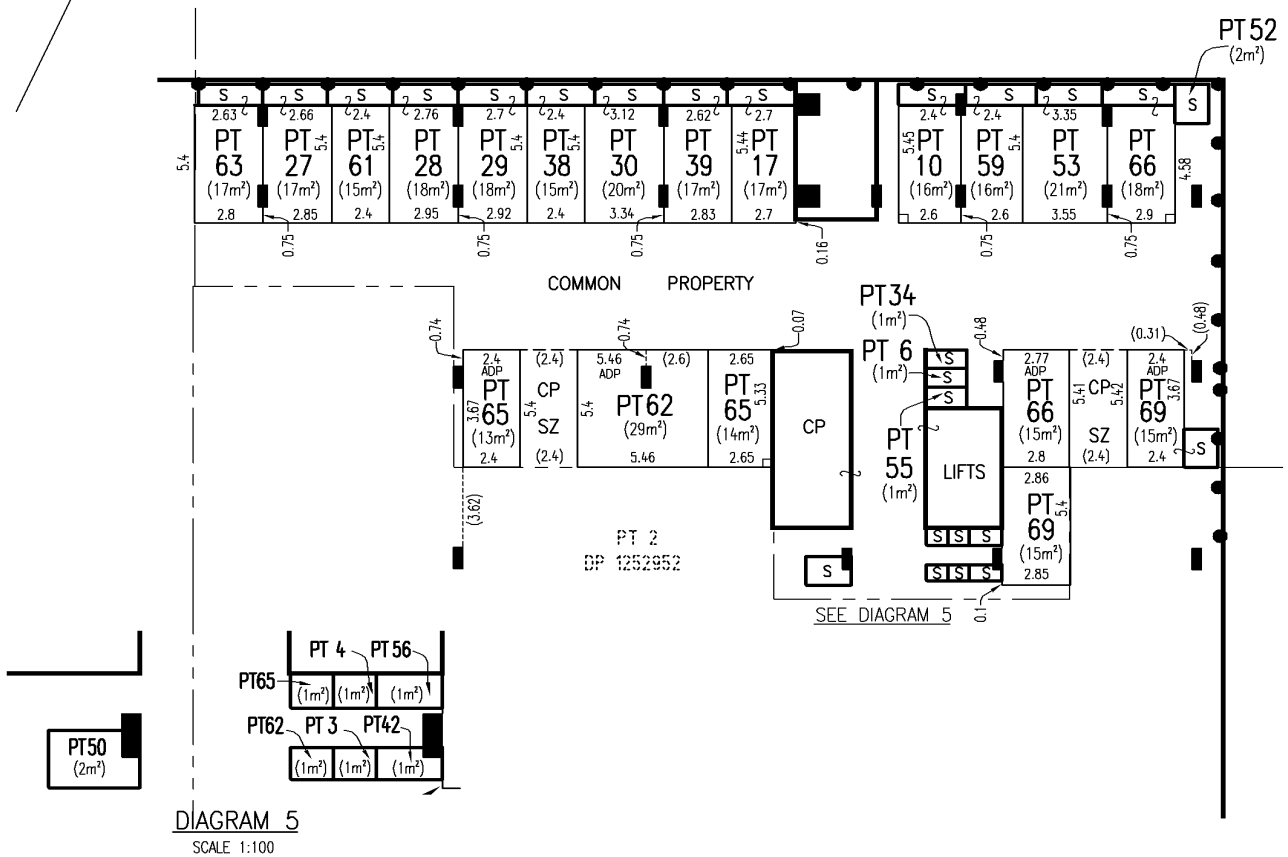
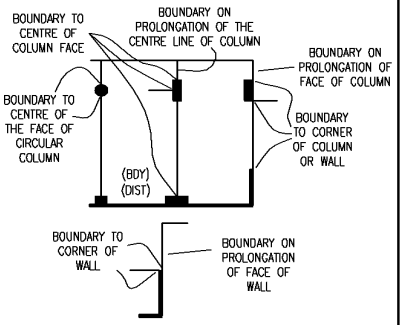
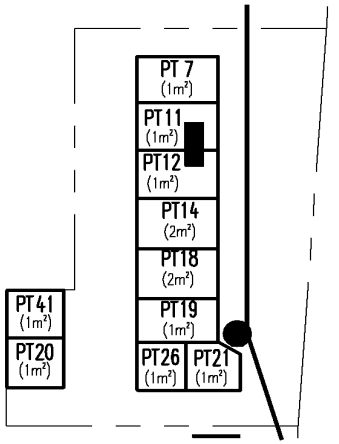


DIAGRAM 5
SCALE 1:100

TYPICAL KEY – UNLESS OTHERWISE NOTED





DENOTES PARCEL BOUNDARY

- ⌐ – DENOTES RIGHT ANGLE
- ADP – DENOTES ADAPTABLE UNIT PARKING SPACE
- CP – DENOTES COMMON PROPERTY
- S – DENOTES STORAGE SPACE
- SZ – DENOTES SHARED ZONE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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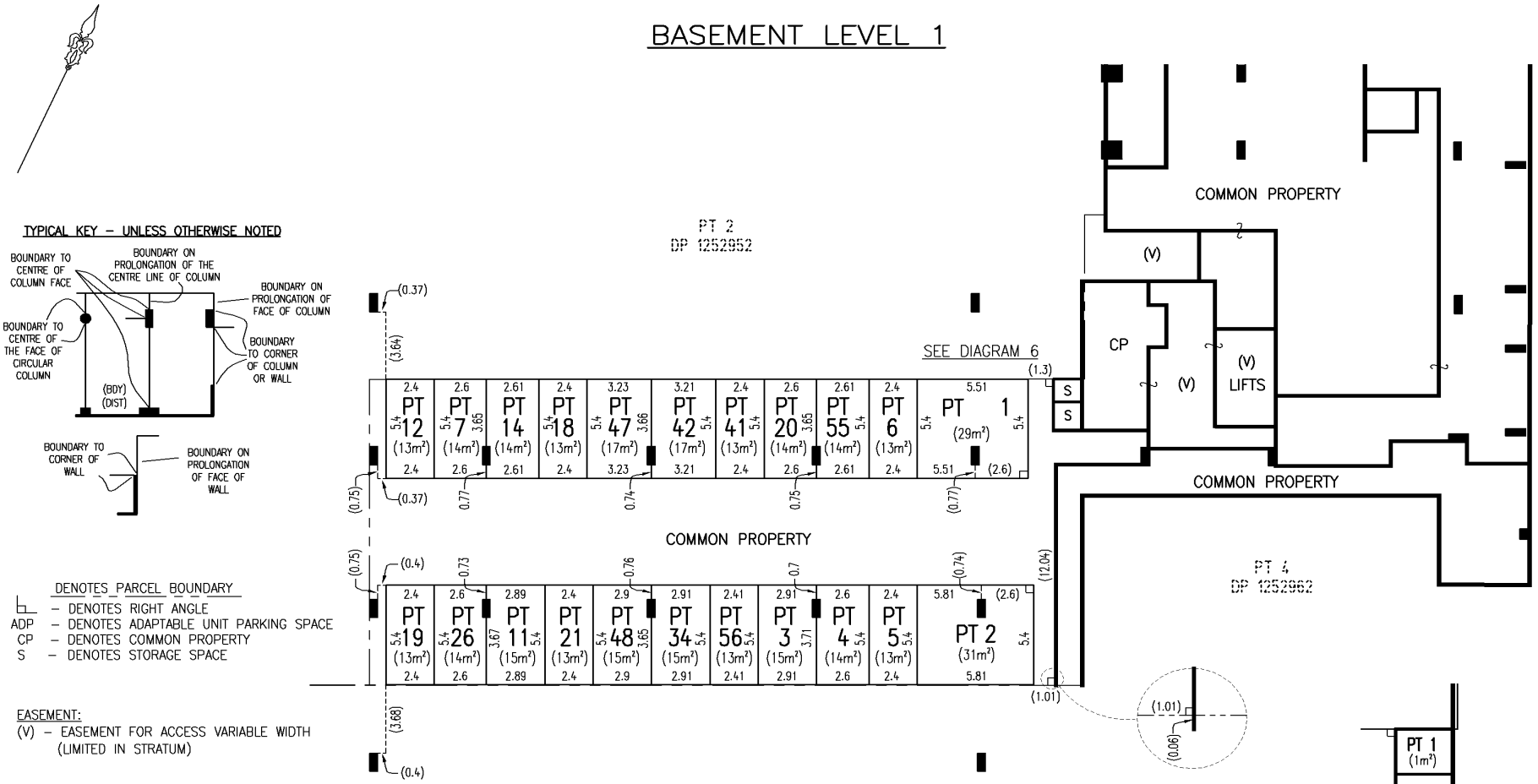
BASEMENT LEVEL 1



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

DIAGRAM 6
SCALE 1:100

SURVEYOR Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP-AR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/02/2020	SP100778

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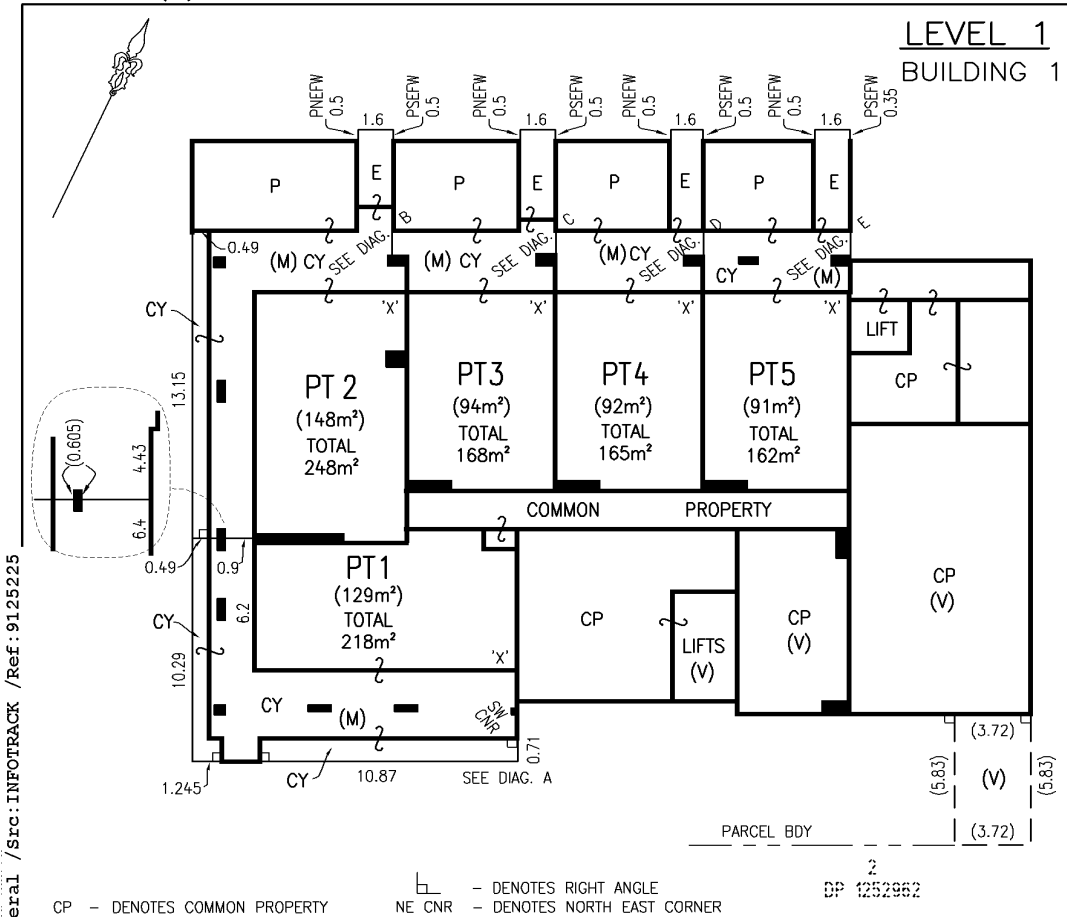
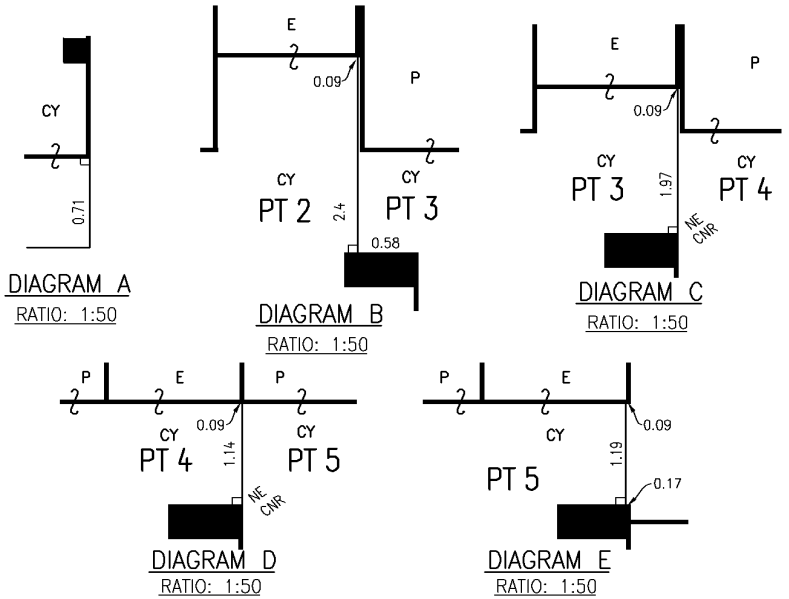
LEVEL 1
BUILDING 1





CP – DENOTES COMMON PROPERTY
CY – DENOTES COURTYARD
E – DENOTES ENTRY
P – DENOTES PLANTER

– DENOTES RIGHT ANGLE
NE CNR – DENOTES NORTH EAST CORNER
SW CNR – DENOTES SOUTH WEST CORNER
PSEFW – DENOTES PROLONGATION OF SE FACE OF WALL
PNEFW – DENOTES PROLONGATION OF NE FACE OF WALL

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

2
DP 1252952

- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS, PLANTERS & ENTRANCES.
- THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR. WHERE COURTYARDS ARE NOT COVERED BY LEVEL 1, THE UPPER LIMIT IS 5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE ENTRANCES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR AND STEPS. WHERE NO STRUCTURAL BASE EXISTS, THE STRATUM OF THAT PART OF THE ENTRANCE IS LIMITED IN DEPTH TO 3.2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNIT. THE UPPER LIMIT OF THE ENTRANCES IS 3 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNIT.
- THE STRATUM OF THE PLANTERS, WHERE NO STRUCTURAL BASE EXISTS IS LIMITED TO 3.2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNIT. THE UPPER LIMIT OF THE PLANTERS IS 5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNIT
- THE MEMBRANE IS COMMON PROPERTY.

EASEMENT
(M) – EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(V) – EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP-AR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/02/2020	SP100778

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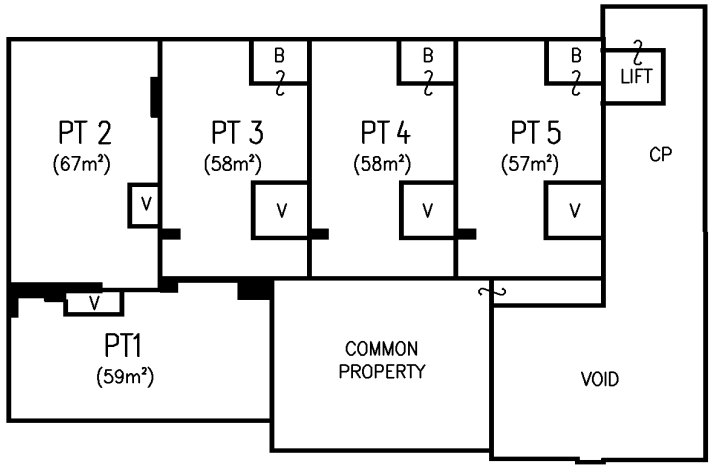
LEVEL 2
BUILDING 1



B – DENOTES BALCONY
V – DENOTES VOID

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT.
- THE MEMBRANE IS COMMON PROPERTY.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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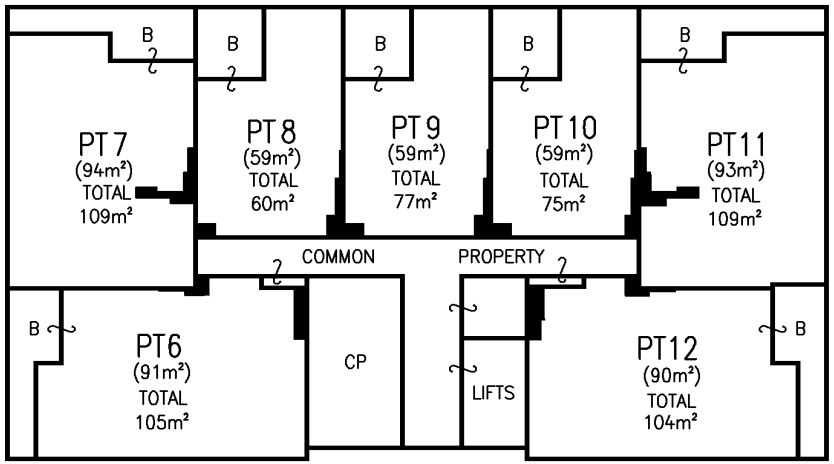
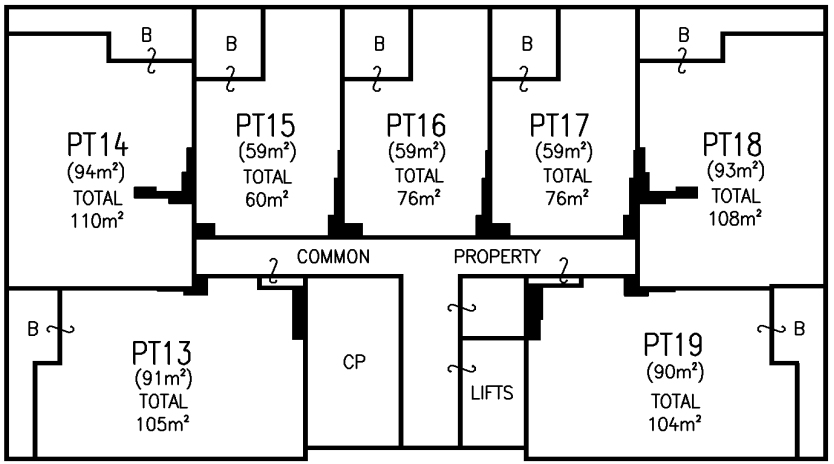
LEVEL 3 & 4
BUILDING 1



LEVEL 3



LEVEL 4

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT.
- THE MEMBRANE IS COMMON PROPERTY.

SURVEYOR Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP-AR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/02/2020	SP100778

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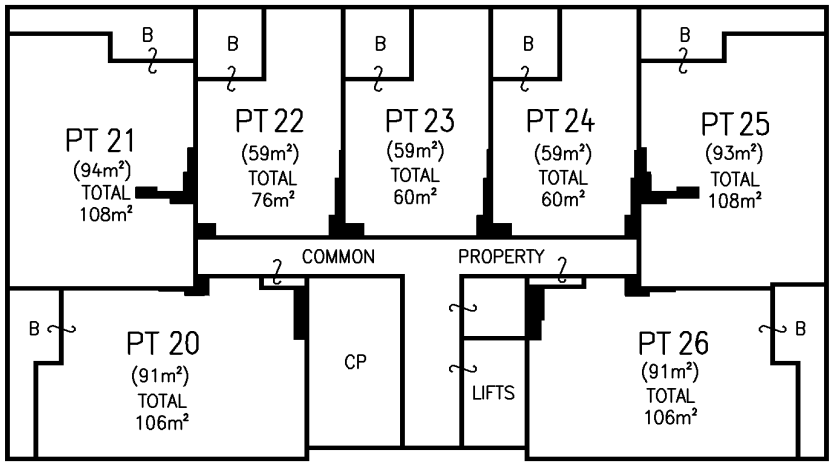
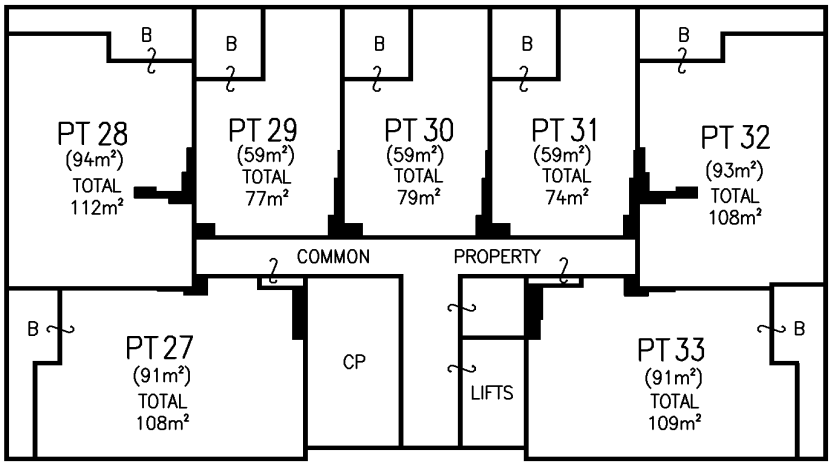
LEVEL 5 & 6
BUILDING 1



LEVEL 5



LEVEL 6

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT.
- THE MEMBRANE IS COMMON PROPERTY.

SURVEYOR Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP-AR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/02/2020	SP100778

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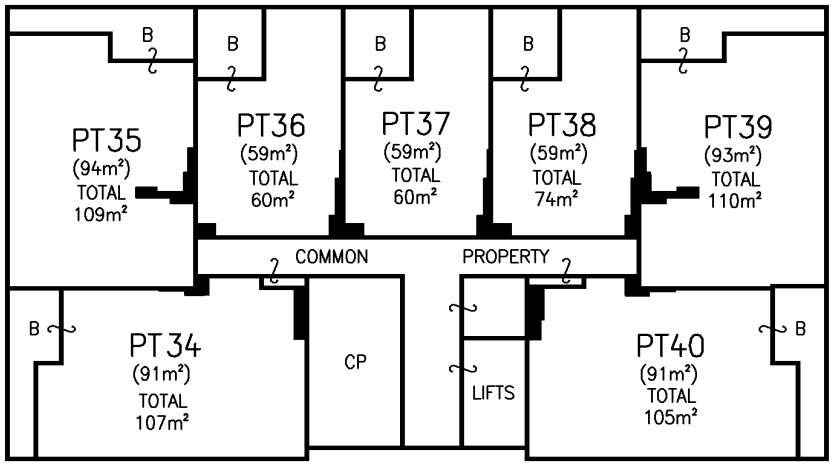
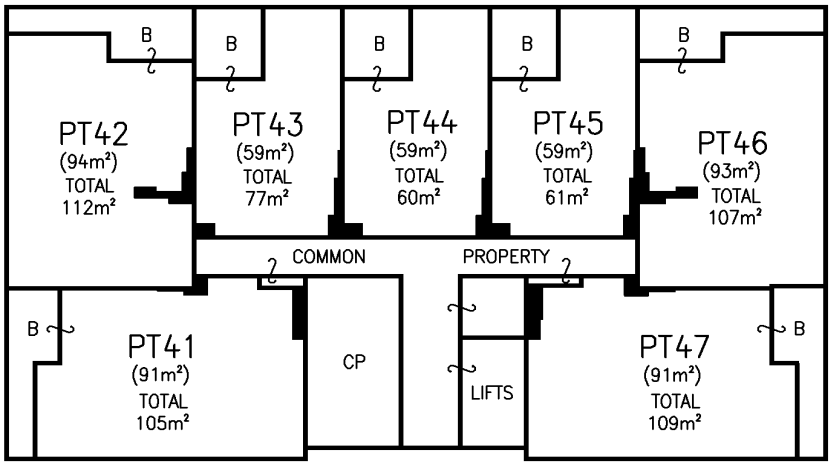
LEVEL 7 & 8
BUILDING 1



LEVEL 7



LEVEL 8

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT.
- THE MEMBRANE IS COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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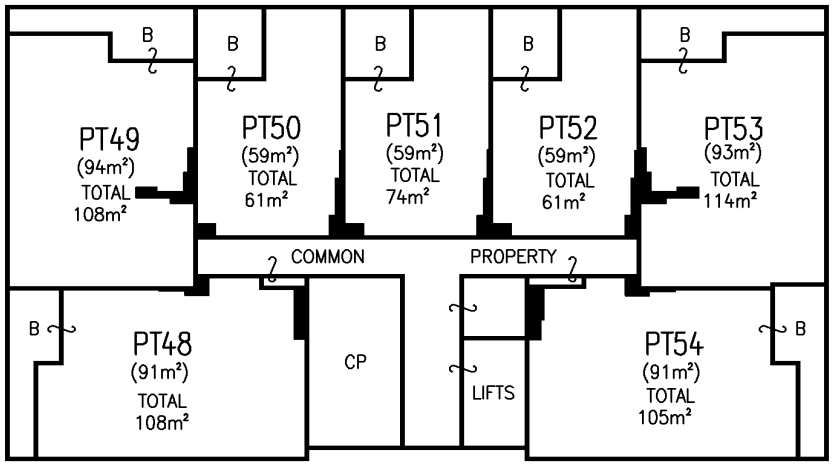
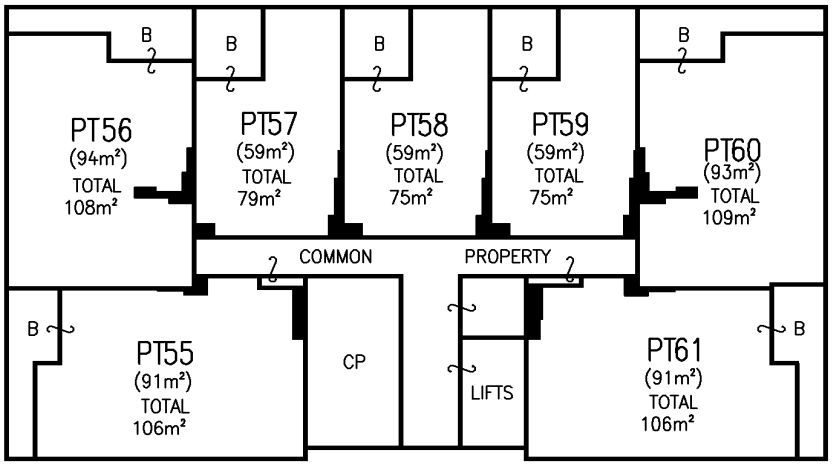
LEVEL 9 & 10
BUILDING 1



LEVEL 9



LEVEL 10

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT.
- THE MEMBRANE IS COMMON PROPERTY.

SURVEYOR Name: ADAM RICHARDSON Date: 01/11/2019 Reference: 140632 BLD1 SP-AR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 21/02/2020	SP100778

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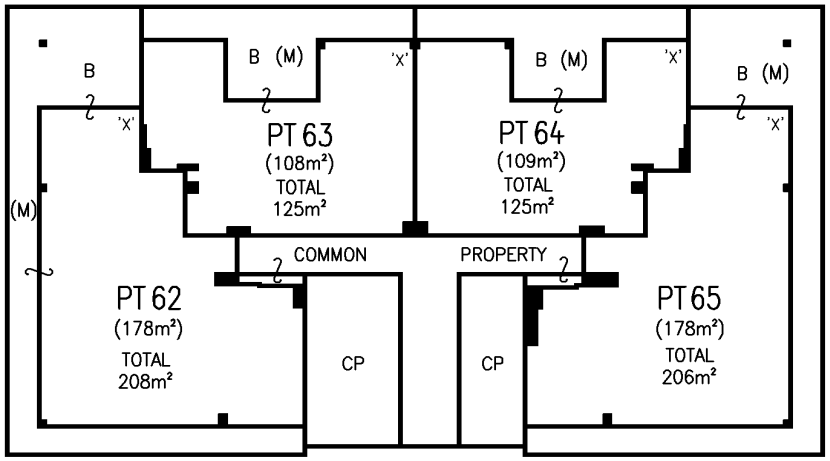
LEVEL 11 & 12
BUILDING 1

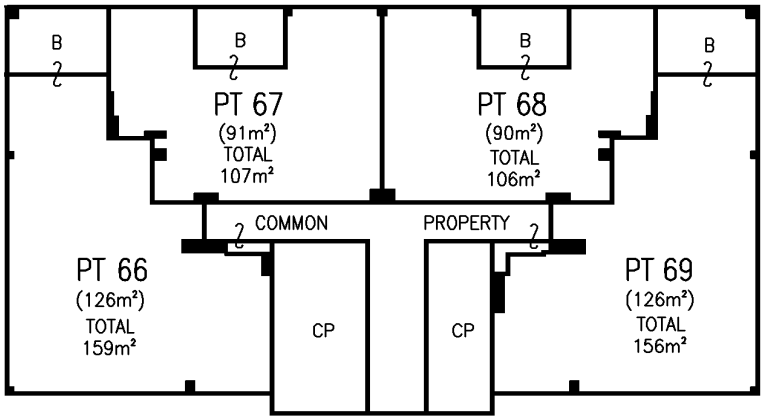
EASEMENT

(M) – EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING BALCONY.
- THE STRATUM OF THE LEVEL 11 BALCONIES WHERE NOT COVERED BY LEVEL 12 IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOING UNIT.
- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT .
- THE MEMBRANE IS COMMON PROPERTY



LEVEL 11



LEVEL 12

B – DENOTES BALCONY
T – DENOTES TERRACE
CP – DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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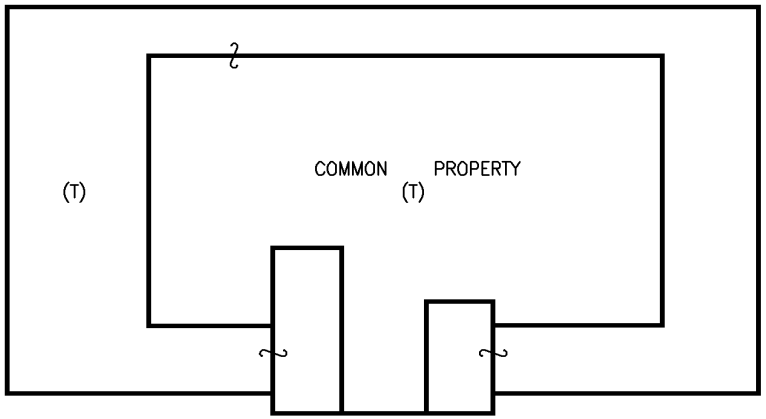
LEVEL 13
BUILDING 1



EASEMENT
(T) – EASEMENT FOR SECURITY & ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM)

CP – DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA	REGISTERED	SP100778
Name: ADAM RICHARDSON		Locality: SYDNEY OLYMPIC PARK	21/02/2020	
Date: 01/11/2019		Reduction Ratio: 1:200		
Reference: 140632 BLD1 SP-AR		Lengths are in metres.		

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ePlan

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)

Office Use Only	Office Use Only
Registered: 21/02/2020	SP100778
PLAN OF SUBDIVISION OF LOT 1 IN DP 1252952	LGA: CITY OF PARRAMATTA Locality: SYDNEY OLYMPIC PARK Parish: CONCORD County: CUMBERLAND

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

Address for Service of Documents
10000 / 2A
FIGTREE DRIVE
SYDNEY OLYMPIC PARK
NSW 2127
Provide an Australian address including a postcode

The by-laws adopted for the scheme are:
~~*Model By-laws for residential 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, ADAM RICHARDSON,
of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010,
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 space~~

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

Signature: .....
Date: 13/12/2019
Surveyor ID: 8747
Surveyor's Reference: 140632 BLD1 SP-AR

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

Strata Certificate (Accredited Certifier)

I, ANTHONY ALLEN being an Accredited Certifier, accreditation number BPB0004, 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 space 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: 104/2020
Relevant Planning Approval No. CDC 2020/03
Issued by: ANTHONY ALLEN (BPB0004)
Signature: .....
Date: 12/2/20

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)

Office Use Only	Office Use Only
Registered: 21/02/2020	SP100778

Valuer's Certificate

I, Dimity Gretel Marshall being a qualified valuer, as defined in the *Strata Scheme 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: T Marshall Date: 16/12/2019

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT									
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	2593	15	940	29	937	43	941	57	959
2	2782	16	940	30	937	44	941	58	959
3	2185	17	929	31	937	45	941	59	959
4	2185	18	1600	32	1606	46	1612	60	1612
5	2185	19	1540	33	1556	47	1570	61	1587
6	1469	20	1485	34	1485	48	1501	62	2295
7	1562	21	1568	35	1575	49	1586	63	1622
8	938	22	934	36	940	50	951	64	1622
9	927	23	934	37	940	51	951	65	2350
10	927	24	934	38	940	52	951	66	2232
11	1597	25	1603	39	1594	53	1620	67	1614
12	1532	26	1548	40	1564	54	1579	68	1614
13	1477	27	1493	41	1485	55	1509	69	2310
14	1565	28	1572	42	1578	56	1594		
						AGGREGATE		100000	

THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT

Surveyors Reference: 140632 BLD1 SP-AR

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 5 sheet(s)

Office Use Only	Office Use Only
Registered: 21/02/2020	SP100778

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

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
COMMON PROPERTY	–		FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
1	10101	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
2	10102	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
3	10103	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
4	10105	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
5	10106	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
6	10301	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
7	10302	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
8	10303	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
9	10305	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
10	10306	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
11	10307	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
12	10308	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
13	10401	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
14	10402	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
15	10403	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
16	10405	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
17	10406	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
18	10407	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
19	10408	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
20	10501	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
21	10502	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
22	10503	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
23	10505	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
24	10506	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
25	10507	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
26	10508	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
27	10601	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
28	10602	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
29	10603	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

Surveyors Reference: 140632 BLD1 SP-AR

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 5 sheet(s)

Office Use Only	Office Use Only
Registered: 21/02/2020	SP100778

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
30	10605	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
31	10606	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
32	10607	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
33	10608	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
34	10701	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
35	10702	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
36	10703	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
37	10705	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
38	10706	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
39	10707	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
40	10708	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
41	10801	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
42	10802	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
43	10803	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
44	10805	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
45	10806	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
46	10807	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
47	10808	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
48	10901	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
49	10902	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
50	10903	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
51	10905	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
52	10906	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
53	10907	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
54	10908	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
55	11001	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
56	11002	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
57	11003	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
58	11005	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
59	11006	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

Surveyors Reference: 140632 BLD1 SP-AR

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

Office Use Only	Office Use Only
Registered: 21/02/2020	SP100778

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

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

LOT	SUB ADDRESS No.	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
60	11007	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
61	11008	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
62	11101	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
63	11102	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
64	11103	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
65	11105	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
66	11201	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
67	11202	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
68	11203	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK
69	11205	2A	FIGTREE	DRIVE	SYDNEY OLYMPIC PARK

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence.

Signature of witness: P Serrão

Name of witness: PETER SERRÃO

Address of witness: Level 8, 5 Olympic Boulevard, Sydney Olympic Park

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

Signature of authorised officer:

Authorised officer's name: NICHOLAS HUBBLE

Authority of officer: Executive Director

Signing on behalf of: **Sydney Olympic Park Authority**

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS TO ROOFTOP (WHOLE OF LOT)
2. EASEMENT FOR SECURITY & ASSOCIATED SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (T)
3. EASEMENT FOR MAINTENANCE PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (M)
4. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (V)

Surveyors Reference: 140632 BLD1 SP-AR

X:\14JOBS\140632-OLYMPICPARK-FIGTREEDRIVE\FINAL STRATA\BUILDING 1\140632 BLD1 SP-AR-ADMIN-SHT05.DWG

Req:R795697 /Doc:DL AQ815945 /Rev:24-Feb-2021 /NSW LRS /Pgs:ALL /Prt:28-Oct-2021 09:48 /Seq:1 of 43
© DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4 /Ref:9125225

Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAI

New South Wales
Strata Schemes Management A
Real Property Act 1900

AQ815945R

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises tl ...ation required by this form for the establishment and maintenance of the Real Property ... 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/SP101702

(B) LODGED BY

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(C) The Owner-Strata Plan No. 101702 certify that a special resolution was passed on 11/11/2020

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

(E) Repealed by-law No.
Added by-law No. Special By-law No.1 & 2
Amended by-law No.
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 101702 which includes new Added Special By-law No.1 & 2 starting from Page 42 of 43 respectively.

(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

(G) The seal of The Owners-Strata Plan No. 101702 was affixed on 9/02/2021 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 : PHILLIP COURT
Authority : STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN No. 101702 Common Seal

Signature :
Name :
Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 101702

1. Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

Accessible Spaces Car Spaces designed to be used by persons with impaired mobility;
Act the *Strata Schemes Management Act 2015*;
Air Conditioning System the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units but excluding the Condenser Units and any associated meters;
Architectural Code means the architectural and landscape code set out in **schedule 1**;
Authority any government or semi government authority or instrumentality, statutory or judicial authority, including Council;
Balcony that part of a Lot which is noted as "B" on the Strata Plan;
Balcony Membrane that part of the Building being the waterproofing membrane attached to the slab of the Balcony forming part of a Lot;
Building the building erected on the Parcel known as Building 2 Scarlett;
Building Management Committee the committee appointed under the Strata Management Statement;
Building Manager has the meaning given to that term in the Strata Management Statement;
Building Works means:

(a) any works or alterations that will affect Common Property or another Lot (including any temporary shut down of Services required to carry out building works or alterations);
(b) any works which affect the external appearance of a Lot or the Strata Scheme;
(c) changes to the external colour of materials of a Lot or the Strata Scheme (including those on the balcony, terrace or courtyard of a Lot);
(d) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or the Strata Scheme;
(e) the installation of a sign, placard or banner; and
(f) the erection of any new structures in a Lot or the Strata Scheme;

by-laws these by-laws;
Car Share Space the car share spaces noted as "CSH" on the Strata Plan which are a Shared Facility;
Car Space means that part of a Lot designated as a car parking space;
Car Wash Bay means that part of the Common Property noted on the Strata Plan as "CWB";
Common Property so much of the Parcel as from time to time is not comprised in any Lot;
Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to the Act;
Condenser Units the air conditioning condenser units located within a Lot or on the Common Property;
Contractor Mirvac Projects Pty Limited ABN 72 001 069 245 and includes any transferee and assignee;
Cosmetic Work has that meaning in the Act;
Council the City of Parramatta Council or its successor;
Courtyard that part of a Lot which is noted as "CY" on the Strata Plan;
Development Consent means the consent SSD7662 issued by the Minister for Planning, as amended from time to time;

The seal of The Owners-Strata Plan No 101702 was affixed on ...9 February 2021..... 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(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority:...STRATA MANAGING AGENT.....

THE OWNERS - STRATA PLAN No. 101702 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

Emergency Evacuation Plan means the emergency evacuation plan prepared by the Contractor and provided to the Owners Corporation, as amended from time to time;

Excluded Dog:

(a) pit bull terrier;
(b) an American pit bull terrier;
(c) a dogo argentine;
(d) a fila brasileiro;
(e) a Japanese tosa;
(f) any other outcross;
(g) any dog prohibited from importation into Australia by the Commonwealth government;
(h) any dog exceeding 14kg in weight; and
(i) an unregistered or dangerous dog under the Companion Animals Act 1998;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

(a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
(b) provides lighting in the case of smoke, heat or fire within the Parcel;
(c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
(d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
(e) is required by Law for fire safety or that otherwise improves fire safety;

Garbage Room the garbage rooms located in the basement of the Building;

Garbage Holding Area that part of the Common Property located in the basement of the Building which is a Shared Facility;

Government Agency any governmental, semi-governmental, statutory, public or other Authority having jurisdiction over the Parcel;

Landscape Podium means that part of the Common Property located on level 1 which is a Shared Facility and includes the BBQ facilities;

Landscape Works means the installation of new landscaping or the alteration of existing landscaping;

Law includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
(b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent Authority;

Loading Area the loading area on that part of the Common Property located on the ground floor of the Building which is a Shared Facility;

Lot a lot (as defined in the Act) in the Strata Scheme;

Master Plan means the Sydney Olympic Park Master Plan 2030 and the Draft Sydney Olympic Master Plan 2030 (2016 Review) prepared by SOPA and adopted by the Minister for Planning in May 2002;

Minor Renovations has the meaning in the Act;

Noise Control Regulation means *Protection of the Environmental Operations (Noise Control) Regulation 2008*;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

(a) except as provided in paragraph (b), a person for the time being recorded on the register as entitled to an estate in that Lot; or
(b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with section 178 of the Act;

Owners Corporation the owners corporation for the Strata Scheme;

Parcel the land comprised in the Strata Scheme being Lot 1 in DP 1252952;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;

Restriction on Use means the restriction on use burdening the Strata Scheme numbered 5 in the Strata Plan Instrument;

Rules the rules made under these by-laws;

Screens any fly screens or other external screen or door which is attached to windows or doors;

Security Key a key, magnetic or other device used to:

(a) open and close gates, doors or locks on the Common Property; or
(b) operate alarms, security systems or communications systems; or

(c) operate any equipment or system if applicable;

Services include:

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
(b) the provision of sewerage and drainage;
(c) transmission by telephone, radio, television, satellite or other means;
(d) the provision of security systems; and
(e) any other facility, supply or transmission;

Shared Facility has that meaning given to the term in the Strata Management Statement;

SOPA means Sydney Olympic Park Authority Act 2001 (New South Wales) as amended ABN 68 010 941 405:

(a) any person appointed to replace or administer it or to carry out its functions; and
(b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it;

Strata Committee the Strata Committee of the Owners Corporation elected in accordance with the Act;

Storage Area that part of a Lot which is noted as "S" or "ST" on the Strata Plan;

Strata Management Statement the strata management statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan the strata plan registered with these by-laws;

Strata Plan Instrument the strata plan instrument registered with the Strata Plan;

Strata Scheme the strata scheme constituted on registration of the Strata Plan;

Stratum Plan deposited plan 1252952;

Substitute Representative a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if its Representative cannot attend;

Sydney Olympic Park has the meaning it has in the SOPA Act;

TMV the Thermostatic "Thermostatic Mixing Valve" being a hydraulic device installed within the Lot used to limit the temperature of hot water to a safer temperature;

Visitor Bicycle Parking the bicycle parking located on the Common Property which is a Shared Facility;

Visitor Motorcycle Parking means the motorcycle parking located on the Common Property which is a Shared Facility; and

WRAMS the Water Reclamation and Management Scheme providing recycled water supply to various facilities within the Sydney Olympic Park and Newington which involves the collection, filtration and treatment of sewerage and stormwater for re-use in irrigation and non-drinking water such as toilet flushing, washing down, construction, fire-fighting, ornamental water features, washing machines and cooling towers.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

(a) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
(b) the singular includes the plural and vice versa;
(c) any gender includes all other genders;
(d) a person includes a corporation, partnership, joint venture, association, Authority, trust, state or government and vice versa; and
(e) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

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

1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

2. Laws and Instruments

Binding Nature

2.1 These by-laws set out the rules of the Strata Scheme and bind:

(a) Owners;
(b) Occupiers;
(c) the Owners Corporation;
(d) Permitted Persons; and
(e) mortgagees in possession of a Lot.

Strata Management Statement

2.2 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.

2.3 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.

2.4 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.

2.5 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.

2.6 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Building Management Committee

2.7 The Owners Corporation is a member of the Building Management Committee.

2.8 The Strata Committee may:
(a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the Strata Committee;
(b) terminate the appointment of a Representative or Substitute Representative at any time within the definitions of Representative and Substitute Representative.

Complying with the Architectural Code

2.9 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Code including when carrying out any works to a Lot or the Common Property.

Rules

2.10 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.

2.11 The Rules must be consistent with these by-laws.

2.12 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.

2.13 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.

2.14 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By-Laws

2.15 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

2.16 Each Owner must provide an occupier with a copy of the By-Laws.

Compliance with Laws

2.17 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

2.18 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

2.19 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

2.20 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:
(a) the Owners Corporation may enforce a by-law by legal means;
(b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
(c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
(i) give the Owners Corporation or persons authorised by it access to the Lot; and
(ii) pay the Owners Corporation for its costs of doing the work;

(d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
(e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

2.21 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

Strata Manager

2.22 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the administration manager or strata manager (as applicable) appointed by the Building Management Committee.

Owners Corporation Consent

2.23 A person must make any application for the consent of the Owners Corporation under these by-laws in writing.

2.24 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
(a) give consent conditionally or unconditionally; or
(b) withhold its consent.

2.25 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

2.26 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
(a) the Owners Corporation at a general meeting; or
(b) the Strata Committee at a Strata Committee meeting.

2.27 The Owners Corporation must give any consent required under these by-laws in writing.

2.28 The Owners Corporation may delegate any function or consent to the Strata Committee as is permitted under Law to be delegated to the Strata Committee.

3. Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

3.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

3.2 An Owner or Occupier must not:
(a) obstruct lawful use of Common Property; or
(b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

3.3 An Owner or Occupier must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation may designate from time to time.

3.4 An Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

Children

3.5 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property and on any balconies which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Person

3.6 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

3.7 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.

3.8 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

3.9 Provided the Owner of the relevant Lot complies with by-law 3.8, it will not be in breach of by-law 3.7 with respect to any increase in premium arising out of the use of its Lot.

4. Common Property and Shared Facilities

Common Property and Shared Facilities

4.1 Some items of Common Property are Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

Obligations of Owners and Occupiers

4.2 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

(a) leave anything on Common Property;
(b) obstruct the use of Common Property;
(c) use any part of Common Property for the Owner's or Occupier's own purposes;
(d) erect any structure on Common Property;
(e) attach any item to Common Property;
(f) do or permit anything to be done to Common Property which might cause damage; or
(g) alter Common Property.

4.3 By-Law 16 applies to the carrying out of Building Works or alterations and may apply to paragraphs (d), (e) or (g) of by-law 4.2.

4.4 An Owner or Occupier must:

(a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
(b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
(c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.5 Except with the prior consent of the Owners Corporation, an owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

4.6 If an Owner, Occupier or Permitted person causes damage to the Common Property while that Owner, Occupier or Permitted Persons uses the Common Property then that Owner or Occupier must:

(a) promptly notify the Owners Corporation of the damage caused; and
(b) compensate the Owners Corporation accordingly.

Building Maintenance

4.7 The Owners Corporation must:

(a) adopt and carry out the Building Maintenance Program; and
(b) have the Building Maintenance Program reviewed annually or as prescribed by the Act by a suitably qualified or licensed person.

Safety

4.8 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

4.9 The Owners Corporation must:

(a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
(b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
(c) provide a copy of the annual fire safety statement referred to in by-law 4.9 to Council.

Owners Corporation Access

4.10 In accordance with the Strata Legislation, the Owners Corporation may enter a Lot to operate, inspect, test, treat, use, maintain or replace Common Property. On the giving of prior notice, Owners and Occupiers may be required to provide access to that part of a Lot comprising a storage space for the purpose of inspecting, testing and maintaining any Services and infrastructure located within the Common Property.

Building Management Committee Access

4.11 The Owners Corporation authorises the Building Management Committee to exercise its right to enter a Lot in accordance with the Strata Management Statement, to operate, inspect, test, treat, use, maintain or replace a Shared Facility located in a Lot or to access a Shared Facility through a Lot if no alternative access is available.

5. External Appearance

General

5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

5.2 To ensure the architectural integrity of the Building, window coverings including internal louvers, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour;

5.3 An Owner or Occupier is not permitted to affix window blinds to window frames, any fixing must be to the ceiling.

Hanging of Washing & Other Items

5.4 An Owner or Occupier must not hang any washing, bedding, towels, swimwear, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Courtyard of a Lot.

Screens

5.5 An Owner or Occupier must not install Screens to an entry door to a Lot.

5.6 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is consistent with any requirement of the Architectural Code. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

5.7 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency including electrical signs or lights.

6. Floor Coverings

Noise

6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

6.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to install a floor finish within an Owner's Lot the weighted standardised impact sound pressure level of an installed floor system shall be less than or equal to 50 Lnt,w as measured in accordance with ISO16283-2:2018 and rated in accordance with ISO 717.2:2013 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

Consent

6.3 An Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.2.

Certificate

6.5 Following the installation of a floor finish, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has inspected and tested the floor finish as installed to ensure that the installation and resulting sound

transmission meet the parameters set out in this by-law including those in the report required under by-law 6.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

6.6 The Owners Corporation may at any stage conduct further inspections and testing of the floor finish (at the expense of the Owners Corporation) to ensure continued compliance with by-law 6.2.

6.7 If the results of the further inspections and testing carried out by the Owners Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owners Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owners Corporation's request.

6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owners Corporation's request, the Owners Corporation has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

Furniture

6.9 Where a floor finish has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

7. Lights

7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.

7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within the Balconies and Courtyards of Lots (whether or not the lights are within Common Property) including for all wall mounted lights on the balconies of Lots.

8. Storage Areas and Parking

Storage Areas

8.1 An Owner or Occupier must ensure that items stored in Storage Areas:

(a) are raised above floor level;

(b) are stored away from the boundaries of the Storage Areas as the boundary of some Storage Areas may be subject to subterranean moisture; and

(c) provide a minimum 500mm clearance, or a distance nominated by the Owners Corporation from time to time, to any sprinkler pipe or sprinkler head which runs through or is positioned in any Storage Areas.

8.2 An Owner or Occupier must:

(a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;

(b) not, store any items on top of or above the Storage Area of Lot;

(c) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;

(d) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;

(e) ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;

(f) comply with all Laws relating to the storage of items in the Storage Area;

(g) ensure that ventilation of the Storage Area is not adversely affected due to the items sorted; and

(h) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinklers located in the Storage Area).

8.3 The Owners and Occupiers and the Owners Corporation must comply with the Restriction on Use.

Car Spaces

8.4 Any part of a Lot designated for use for parking of vehicles must not be used by an Owner or Occupier for any other purpose without the prior written approval of the Owners Corporation and must not be used for the storage of goods or waste products.

8.5 A Lot or any part of a Lot designated for use for parking of vehicles must be maintained free of obstruction.

8.6 No Car Spaces are to be utilised for the washing or servicing of cars or vehicles.

8.7 The Owners and Occupiers and the Owners Corporation must comply with the Restriction on Use.

Parking on Common Property

8.8 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9 Keeping of Animals

Permitted Animals

9.1 An Owner or Occupier may keep without the consent of the Owners Corporation:
- (a) fish in an enclosed aquarium;
- (b) 1 caged bird;
- (c) 1 dog (other than an Excluded Dog) provided that dog is desexed; or
- (d) 1 cat, provided that cat is desexed.

Consent

9.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:
- (a) any other type of animal; or
- (b) more than 1 dog (other than an Excluded Dog), 1 caged bird or 1 cat at the same time.

Rules

9.3 If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control;
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
  - (1) any noise which is disturbing to an extent which is unreasonable; and
  - (2) for damage to or loss of property or injury to any person caused by the animal; and
- (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel (including all animal waste).

9.4 This by-law:
- (a) applies to any Permitted Person; and
- (b) does not permit the keeping of an Excluded Dog; but
- (c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

9.5 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.

9.6 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 9.5, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

10 Cleaning

Cleaning and Maintenance of Lot

10.1 Each Owner and Occupier must keep their Lot:
- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

10.2 When cleaning any part of their Lot, each Owner or Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the Balcony or Courtyard of the Lot or into another Lot.

Windows and Doors

10.3 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies, Courtyards and Gardens

10.4 An Owner or Occupier must keep all Balconies and Courtyards within a Lot clean, tidy and well maintained.

10.5 Any damage to the Balcony Membrane or Courtyard Membrane is the responsibility of the Owner or Occupier.

10.6 Balconies and Courtyards of a Lot must not be:
(a) used for the storage of goods or equipment (including sporting equipment); or
(b) enclosed in any way.

10.7 Upholstered furniture must not be placed within a Balcony or Courtyard of a Lot.

10.8 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
(a) properly maintain the soil in the planter boxes and any pots located in the planter boxes;
(b) only use the planter boxes and pots provided and not remove, replace, modify or damage any planter boxes or any pots located within the planter boxes;
(c) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
(d) only have plants no more than 500mm high on balconies.

10.9 Any damage to the planter box membrane is the responsibility of the Owner or Occupier.

11 Moving Goods and Furniture

Notice

11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation and the Owner or Occupier has consulted with the Building Manager.

Loading

11.2 All loading and unloading of furniture or large objects must be conducted wholly within the Parcel.

11.3 Loading and unloading of furniture or large objects is not permitted through the residential lobby areas of the Building and must be loaded and unloaded from the Loading Area in accordance with the Strata Management Statement.

11.4 Loading and unloading of furniture and large objects from vehicles parked kerbside or any appurtenant driveway is not permitted.

Owners Corporation may determine

11.5 The Owners Corporation and Strata Committee may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

11.6 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.

11.7 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.

Use of Lifts

11.8 The Owners Corporation must determine the lift to be used for the moving of furniture or large objects to a Lot.

11.9 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.6.

12 Garbage Disposal

Depositing waste and other material on Common Property

12.1 Subject to this by-law 12 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

General

12.2 Garbage disposal is to be in accordance with the Owners Corporation Manual.

12.3 The buildings include dual purpose garbage chutes for Owners or Occupiers to place:
(a) garbage and waste (other than animal waste); and

(b) recyclable material.

12.4 The Owners Corporation must arrange for waste, garbage and recyclable materials from the garbage rooms to be placed in the Garbage Holding Area for collection by Council.

12.5 An Owner or Occupier must place large or bulky items in the bulky goods storage room.

12.6 The Owners Corporation must arrange for bulky or heavy goods, placed in the bulky goods storage room to be collected by Council.

Owner and Occupier obligations

12.7 An Owner or Occupier must:

(a) comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;

(b) ensure that the dual purpose garbage chute is used in accordance with the Owners Corporation instructions;

(c) ensure that garbage and waste (other than recyclable materials) are drained and securely wrapped before being placed in a garbage chute;

(d) ensure that recyclable materials are cleaned and emptied, but not bagged, before being placed in a garbage bin allocated for recyclable materials or garbage chute;

(e) ensure that no shrink wrapping, flammable materials or toxic or other hazardous materials are disposed of in the garbage chutes;

(f) ensure that bottles are drained and cleaned and not broken before placing them in the garbage chute in accordance with the application guidelines;

(g) ensure that no large items are placed in a garbage chute that might cause a blockage (including cardboard boxes or packing material);

(h) ensure that no animal waste is placed in the garbage chute;

(i) ensure that no garbage, trade waste or recyclable material is placed outside the Building at any time;

(j) flatten cartons or boxes before placing on the designated stack area in the designated areas; and

(k) contact the Building Manager, or if there is no Building Manager, the Strata Manager to arrange (at the cost of the Owner or Occupier) removal of large articles of waste, large quantities or recyclable material or liquids that are poisonous or environmentally dangerous.

Cleaning up spills

12.8 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

12.9 An Owner or Occupier must immediately clean up any spillage of oil or other material in a Car Space which is caused by that Owner or Occupier.

12.10 If an Owner or Occupier does not comply with by-law 12.8, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

13 Provision of Amenities or Services

13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or Services to one or more of the Lots, or to the Owners or Occupiers including:

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply;

(d) telecommunication services;

(e) landscaping and gardening;

(f) lift maintenance;

(g) general cleaning; and

(h) security services.

13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

14 Manager

Types of Agreements

14.1 The Owners Corporation may in addition to any arrangement under by-law 13, determine to enter into an agreement with a suitably qualified or licensed person under which that person may be responsible to:

(a) carry out caretaking functions;

(b) monitor and provide a security presence;
(c) provide access and assistance to any Owner, Occupier and Permitted Person;
(d) coordinate and oversee the general building duties such as move-in/move outs cleaning and maintenance of the Common Property;
(e) coordinate and manage collection of garbage and recyclable materials; and
(f) carry out any other duties that the Owners Corporation may decide are appropriate.

Terms of Agreements

14.2 The Owners Corporation must accept and comply with the terms of any agreement with a manger entered into by the Contractor for the purposes of the Scheme prior to the creation of the Scheme, provided that nay such agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.

14.3 An agreement of the kind referred to in this by-law:
(a) may be for a term of any duration considered by the Owners Corporation to be reasonable but in any event must comply with the Act and will not exceed ten years;
(b) include provisions for the duties of the manager (including those duties listed in by-law 14.1);
(c) will be on market terms and include provisions for the remuneration of the on-site manager; and
(d) may grant exclusive possession by way of lease, licence or other right over all or part of the Common Property and any personal property vested in the Owners Corporation to enable the person to perform his or her duties in accordance with part 4 of the Act.

14.4 The agreement may require the provision of an on-site manager on a full or part time basis as determined by the Owners Corporation.

15 Storage of Bicycles and Motorcycles

Rules

15.1 An Owner or Occupier must not:
(a) permit any bicycle to be stored on the Common Property, other than in a Storage Area or any other areas as may be designated by the Owners Corporation from time to time as a bicycle storage area;
(b) permit any motorcycle to be parked in the Visitor Motorcycle Parking or stored on the Common Property, other than in an area as may be designated by the Owners Corporation from time to time as a motorcycle parking area;
(c) permit any motorcycle or bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony or other parts of the Common Property (other than in a Storage Area or any other area designated under by-law 15.1(a) and by-law 15.1(b));
(d) store their bicycle in the Visitor Bicycle Parking spaces.

Shared Facility

15.2 The Visitor Bicycle Parking and Visitor Motorcycle Parking spaces are a Shared Facility.

15.3 The Building Management Committee may make rules in relation to the Visitor Bicycle Parking spaces and Visitor Motorcycle Parking.

16 Building Works & Alterations

Consents

16.1 Subject to this by-law 16, an Owner or Occupier must:
(a) obtain the consent of the Strata Committee for Minor Renovations;
(b) obtain the consent of the Owners Corporation to carry out Building Works;

16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of:
(a) the Council or any other Government Agency (if required); and
(b) the Building Management Committee (if required).

16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.

16.4 Consent of the Owners Corporation is not required for the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.

16.5 Consent of the Owners Corporation to the carrying out of Building Works will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

Notice to Owners Corporation

16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any Building works or alterations. This applies whether or not consent of the Owners Corporation is required.

16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated time period for the carrying out of the proposed alterations or building works;
(b) the nature and extent of the proposed alterations or building works; and
(c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

16.8 During the carrying out of any Building Works an Owner must:

(a) comply with the construction guidelines in the Architectural Code;
(b) ensure no damage is caused to Services or pipes within the Building;
(c) ensure no damage to any Shared Facilities;
(d) take all reasonable precautions to ensure that no damage is caused to the Common Property;
(e) use protective cloths or sheets to protect the walls, ceilings and floors of any lift cars used in the carrying out of any building works;
(f) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
(g) repair any damage caused to the Common Property as a result of the building works or alterations;
(h) carry out the building works or alterations in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the Building or any part of the Building;
(i) ensure the building works and alterations are carried out by suitably qualified (and if appropriate, licensed) persons;
(j) carry out the building works or alterations promptly;
(k) provide permanent access to all maintainable or annual fire certifiable plant and equipment as required by the Building Code of Australia;
(l) comply with all reasonable requirements of the Owners Corporation or Building Management Committee (as the case may be); and
(m) ensure that the building works or alterations carried out within working hours generally imposed by Council.

Structural support

16.9 An Owner or Occupier (other than the Contractor), must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration in accordance with by-law 16.1. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

Works Method Statement

16.10 Prior to carrying out any building works or alterations, an Owner or Occupier:

(a) must ensure that a work method statement is prepared by a suitably qualified or licensed person to ensure that a safe work environment and method are enforced; and
(b) provide the Owners Corporation with a copy of the works method statement.

Audio or Audio Visual Equipment

16.11 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.

16.12 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be comprised by the proposed installation.

Strata Management Statement

16.13 The approval of the Owners Corporation to the carrying out of building works and alterations under this by-law 16 is in addition to any approval of the Building Management Committee required under the Strata Management Statement.

Contractor's Rights

16.14 Nothing in this by-law 16 imposes an obligation on the Contractor to:

(a) obtain consent of the Owners Corporation under by-law 16;

(b) serve notice on the Owners Corporation under by-law 16; and
(c) prepare a work method statement under by-law 16.

17 Security Keys

Security

17.1 The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:
(a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or
(b) otherwise restricting the access to our use by an Owner or Occupier of any part of the Common Property.

Restricted Access

17.2 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

17.3 The Owners Corporation must make Security Keys available to:
(a) Owners;
(b) persons authorised by the Owners Corporation; and
(c) persons authorised by the Building Management Committee.

Fees

17.4 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

17.5 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease of licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Security Keys

17.6 A person to whom a Security Key is made available must:
(a) not duplicate or copy the Security Key;
(b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
(c) use reasonable endeavours to ensure the Security Key remains within that person's control;
(d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
(e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

18 Owners Corporation may carry out work

Owners Corporation rights

18.1 The Owners Corporation may do anything on or in a Lot:
(a) which should have been done under these by-laws but has not been done or has not been done properly;
(b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
(c) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Building).

18.2 If by-law 18.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
(a) enter and remain on the Lot for as long as is necessary; and
(b) recover any costs associated with carrying out works under these by-laws from the Owner.

18.3 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

18.4 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
(a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
(b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

18.5 By-Law 18.4 is in addition to the powers of the Owners Corporation under the Act.

19 Use of Lot

Residential Use

19.1 Subject to by-law 19.2, Owners and Occupiers must only permit Lots to be used in accordance with the following:

(a) Lots may be used as permanent residential accommodation including under leases subject to the *Residential Tenancies Act 2010* (NSW). Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;

(b) no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets;

(c) use of rooms for sleeping accommodation, other than rooms designated in the Development Consent as bedrooms, is prohibited;

(d) bedrooms must not be further divided, screened or partitioned in any way;

(e) the total number of adults residing in a Lot must not exceed twice the number of approved bedrooms; and

(f) Owners, Occupiers or the Owners Corporation must not advertise or permit an agent or Building Manager to advertise a Lot for short term accommodation or share accommodation.

19.2 By-Law 19.1 does not apply to Lot 234 for so long as Lot 234 is owned by a disability accommodation provider and Owners, Occupiers and the Owners Corporation acknowledge that Lot 234 will be used by employees and contractors of disability accommodation providers, from time to time, to allow the provision of assisted living services to occupiers of a lot or lots owned by disability accommodation providers, from time to time.

19.3 Home occupation, if permitted under the zoning, is prohibited by this by-law.

Leasing of Lots

19.4 Owners must ensure that:

(a) the letting of any lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW);

(b) any residential lease is for a period of at least 6 months;

(c) any leasing agent is made aware of the restrictions on use imposed under this by-law 19.4;

(d) all reasonable endeavours are taken to ensure compliance with this by-law 19.4; and

(e) that a copy of these by-laws, as registered is attached to any residential lease entered into in accordance with the requirements of the *Residential Tenancies Act 2010* (NSW).

Change in Use

19.5 An Occupier 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).

19.6 Nothing in this by-law authorises any Owner or Occupier to change the use of their Lot. Any change in use of a Lot must comply with all laws applicable to that use including the applicable zoning and the requirements for Council consent. If Council consent is required for the proposed change in use, the Owner or Occupier must provide a copy of that consent to the Owners Corporation.

19.7 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within seven days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

Rules

20.1 An Owner or Occupier must not:

(a) interfere with or damage any Fire Safety Device; or

(b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

20.2 An Owner or Occupier must:

(a) only install fire locks within a Lot;

(b) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke alarms within a Lot;

(c) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;

(d) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
(e) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and
(f) subject to receiving notice under by-law 20.2(e) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

Smoke detectors

20.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke or heat detectors within that person's Lot in good and serviceable order.

Owners Corporation

20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20.2(f). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.

20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 18.

21 EDS Initiatives and TMV's and WRAMS

Owners Corporation Manual

21.1 Ecological sustainable development initiatives including rainwater harvesting, stormwater filteration, general waste management and waste minimisation principles are set out in the Owners Corporation Manual.

21.2 The Owners Corporation must ensure that all contractors engaged by the Owners Corporation are directed to the Owners Corporation Manual so that all contractors are aware of the procedures relating to ESD initiatives in carrying out work on the Parcel.

TMV

21.3 Owners and Occupiers are responsible for the repair, maintenance and replacement of the TMV located under the laundry tub within a Lot.

21.4 Repair and maintenance of TMV's must be carried out in accordance with the manufacture's requirements.

WRAMS

21.5 The Owners Corporation is responsible for the repair, maintenance and replacement of the WRAMS System installed in the Common Property for the use of the Building.

21.6 Owners and Occupiers are responsible for the repair, maintenance and replacement of the WRAMS fittings and pipes located within that Owner's or Occupier's Lot.

21.7 In accordance with the Development Consent, Owners and Occupiers are not permitted to disconnect the WRAMS connected to the toilets and laundries within Lots.

22 Balconies and balustrades

22.1 Owners and Occupiers must comply with the provisions of the Architectural Code in respect of outdoor furniture and landscaping.

22.2 An Owner or Occupier must not place items on balconies:
(a) which may be capable of falling or being blown by wind off the Balcony; or
(b) in a manner which might create a safety or fire hazard.

22.3 Owners and Occupiers are required to:
(a) remove all light furniture from the Balcony that could be moved and used as a climbing aid by a child;
(b) ensure that no other element is constructed or placed against the inside face of the balustrade glass that can be used by a child to gain a foothold; and
(c) ensure that the Balcony door is kept locked at all times that the Balcony is not being used with the key placed in a position that cannot be accessed by a child.

23 Barbeques

Rights

23.1 An Owner or Occupier may store and operate a portable barbeque on the Balcony of a Lot if:
(a) it is a type permitted under this by-law 23;
(b) it will not or is not likely to cause damage;
(c) it is not or is not likely to become dangerous;
(d) the Owner or Occupier keeps it covered when it is not in operation;
(e) the Owner or Occupier keeps it clean and tidy; and

(f) the Owner or Occupier complies with this by-law 23.

Types of portable barbeques

23.2 The types of portable barbeques permitted are a covered gas or electric portable barbeque. Solid fuel burning barbeques are permitted.

Operating a portable barbeque

23.3 An Owner or Occupier may only operate a portable barbeque during the hours of 8.00am and 9.00pm (or during other hours approved by the Owners Corporation).

Interference

23.4 An Owner or Occupier must ensure a portable barbeque used on the Balcony of a Lot does not create smoke, odours or noise which unreasonably interfere with another Owner or Occupier's enjoyment of their Lot or the Common Property.

24 Shopping Trolleys

An Owner, Occupier or Permitted Person is prohibited from bringing any shopping trolley onto the Common Property except if the shopping trolley is owned by the Owner or Occupier.

25 Balcony pavers/drainage

25.1 Pavers on the balconies are supported at each corner of the paver and therefore, their weight bearing capability towards the centre of the paving stone is not as strong as at the support points.

25.2 Construction of the balconies provides clearance for adequate drainage beneath the pavers. This area and the drainage holes in the pavers need to be kept clear of debris to ensure adequate flow of drainage. A marker or opening in the paver will identify the location of a drainage outlet beneath a paver or in close proximity to the paver.

25.3 It is the responsibility of the Owners and Occupiers to clean and clear, at least every 6 months or as required, all debris that is located beneath the balcony pavers and the balcony drainage holes.

25.4 It is the responsibility of the Owners and Occupiers to clean, maintain, repair and replace pavers on balconies.

25.5 If balcony pavers are replaced, they must be replaced with pavers similar in appearance to the original pavers.

25.6 If an Owner or Occupier fails to comply with its obligations under this by-law the Owner or Occupier must repair or reinstate any damage to the Common Property, including the waterproofing membrane.

25.7 Should Owners or Occupiers fail to repair or reinstate Common Property in accordance with by-laws 25.3, 25.4 or 25.6, the Owners Corporation has the right without notice to enter the Lot and repair or reinstate the Common Property at the cost of the Owner.

26 Screening devices, wintergardens and louvers

26.1 Screening devices, hoods, shutters and louvers installed on the external façade of the Building (whether or not the screening devices, hoods, shutters and louvers are attached to the Balcony of any Lot) are within the Common Property.

26.2 Subject to by-law 5.6, Owners must not install screening devices, shutters or louvers to the Balconies, windows or Balcony doors of any Lot.

26.3 The Owners Corporation is responsible for the repair, maintenance and replacement of screening devices, hoods, shutters and louvers which are within Common Property.

26.4 Owners of Lots that have screening devices, wintergardens and fixed and openable louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices and fixed louvers on the terms of this by-law.

26.5 Subject to by-law 10.3, it is the responsibility of the Owners referred to in by-aw 26.1 to regularly clean all screening devices, shutters and louvers attached to the Balconies of their Lots, including cleaning and clearing of all debris the tracks on which screening devices, shutters and louvers move, and any locking devices associated with screening devices, shutters and louvers.

26.6 If an Owner does not carry out its obligations under this by-law, the Owners Corporation, at the Owner's cost, can carry out works to ensure the screening device, shutters and louvers including the tracks on which the screening devices shutters and louvers move, and any locking devices associated with the screening devices, shutters and louvers are adequately maintained. Owners must give the Owners Corporation, or persons authorised by the Owners Corporation, access to the Lot for the purpose of carrying out these works.

26.7 If an Owner wishes to replace the screening devices and fixed louvers the Owner must obtain the consent of the Owners Corporation and comply with by-law 2.7 and 16.

26.8 If an openable includes louver includes a safety locking mechanism, Owners and Occupiers must not alter or remove the safety locking mechanism.

27 Landscaping

Landscaped Area or garden box

27.1 An Owner or Occupier whose Lot includes a landscaped area or garden box must ensure that:

(a) so far as is practicable any plants in the landscaped area or a garden box are maintained in a healthy and vigorous condition;

(b) maintain any irrigation system if installed within that Owner's or Occupier's Lot;

(c) any plant which is damaged, diseased or dies is promptly replaced, where practicable, with a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;

(d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot.

Owners Corporation

27.2 If an Owner or Occupier fails to comply with this by-law 27 the Owners Corporation may give notice requiring compliance.

27.3 If an Owner or Occupier fails to comply with a notice given under this by-law 27, the Owners Corporation may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law 27.

27.4 Any expense incurred by the Owners Corporation this by-law 27 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

28 Landscape Podium

The Landscape Podium is a Shared Facility and subject to the provisions in the Strata Management Statement.

29 Car Wash Bay

The Car Wash Bay is a Shared Facility and subject to the provisions in the Strata Management Statement.

30 Car Share Spaces

Development Consent

30.1 The Car Share Spaces are a Shared Facility and subject to the provisions in the Strata Management Statement.

30.2 The Building includes a number of Car Share Spaces and, subject to the conditions of the Development Consent, those car spaces may be used and have authorised use by car share vehicles only.

Car Share Provider

30.3 In addition to its powers under the Act, the Owners Corporation has the power to enter into agreements for the use of the Car Share Spaces with a Car Share Provider.

Change to by-law

30.4 This by-law cannot be amended or revoked without the consent of SOPA.

31 Architectural Code

Preserving the theme of the scheme

31.1 This by-law controls and preserves the architectural and landscape essence and theme of the Strata Scheme.

Architectural Code

31.2 The Owners Corporation must not amend, add to or cancel the Architectural Code:

(a) without the prior consent of SOPA; or

(b) if the proposed amendment, addition or cancellation does not comply with the Master Plan.

31.3 SOPA must not unreasonably withhold its consent of the proposed amendment, addition or cancellation complies with the Master Plan.

Approving Building Works and Landscaping Works

31.4 In addition to obligations under the Architectural Code, Owners and Occupiers must obtain consent from the Owners Corporation before carrying out Building Works or Landscaping Works.

31.5 The Owners Corporation must refuse consent if the proposed Building Works or Landscaping Works do not comply with the Architectural Code or the Master Plan.

32 Building Management and an Owner or Occupier of a Lot

32.1 An Owner or Occupier or any Permitted Person must not:

(a) interfere with or stop the caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or

(b) interfere with or stop the caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

33 Emergency Evacuation Plan

33.1 The Owners Corporation

The Owners Corporation must:

(a) review and keep the plan updated in accordance with by-law 30.2; and

(b) ensure the Emergency Evacuation Plan is communicated to Owners and Occupiers including if required by an Authority or the Development Consent, displayed in Common Property.

33.2 The Emergency Evacuation Plan must be amended as required by relevant Authorities and to comply with relevant Laws including as required under the Emergency Evacuation Plan.

34 Service by Email

34.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").

34.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Strata Committee.

34.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.

34.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 31.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served I n any other manner authorised by the Act or the by-laws for the service of the documents.

35 Air conditioning

Repair, Maintenance and Replacement

35.1 Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning System exclusively servicing that Owner or Occupier's Lot.

35.2 The Owners, at the Owner's cost, are responsible for the proper repair, maintenance, insurance and replacement of the Air Conditioning System.

Owners Corporation to provide access

35.3 Where components of the Air Conditioning System are not accessible from the Owner or Occupier's Lot, the Owners Corporation must provide access to the Owner or Occupier upon the giving of reasonable notice.

Make Good and Indemnity

35.4 Damage to the Common Property adjacent to the Air Conditioning System referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

35.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

Noise Control

35.6 Owners and Occupiers must comply with the Noise Control Regulations.

35.7 An Owner or Occupier must not cause or permit an Air Conditioning System to be used in such a manner that it emits noise that can be heard within a habitable room in any other residential premises (regardless of whether any door or window to that room is open):

(a) before 8.00am or after 10.00pm on any Saturday, Sunday or public holiday; or

(b) before 7.00am or after 10.00pm on any other day.

36 Accessible Spaces

36.1 Certain Car Spaces within the Building are Accessible Spaces.

36.2 Some Accessible Spaces are created in "pairs" within the basement parking areas of the Buildings (**Pair**). The 2 Accessible Spaces in a Pair are divided by that part of the Common Property between those 2 Accessible Spaces and marked "SZ" (shared zone) on the Strata Plan (**Exclusive Use Space**). Subject to by-law 33.3, each Pair has joint exclusive use and enjoyment of the Exclusive Use Space.

36.3 The Exclusive Use Space is intended so that:

(a) the users of the Accessible Spaces in the Pair have additional room and facility to move in and out of motor vehicles; and

(b) the owners of storage cages may walk over the Exclusive Use Space to access their storage cage.

36.4 Each Exclusive Use Space must be kept clear of any objects that would impede the intended use of the Exclusive Use Space and without limitation, must not be used for additional parking or storage of any items.

36.5 The relevant Owner or Occupier of an Accessible Space in a Pair or storage cage is liable for any damage caused to the Exclusive Use Space or any locking device within the Exclusive Use Space that is damage by that Owner or Occupier. The Owners or Occupiers of Accessible Spaces in a Pair are jointly liable for keeping the Exclusive Use Space clean and tidy and free of impediments to use.

36.6 Subject to by-law 33.5, the Owners Corporation is liable for the repair and maintenance of the Exclusive Use Space and any bollard or locking device installed within the Exclusive Use Space.

37 Sustainability By-Law

Sustainability

37.1 The Strata Manager:

(a) will set and monitor energy and water performance targets for common areas and Services; and

(b) will report on energy and water consumption to the Owners Corporation and its members quarterly in strata meetings and minutes including any unexpected changes in trends of water and energy consumption.

37.2 The Owners Corporation will endeavour to maintain existing fixtures and finishes within all common areas for at least 10 years period in order to meet an objective of sustainability in accordance with the Green Star requirements.

38 Door handles for adaptable units

38.1 If a Lot is designated as an adaptable unit, the Owner of the adaptable unit may submit a request to the Owners Corporation for the replacement of the main entry door handle with a lever action handle (with returns) to assist in their ingress and egress to the Lot.

38.2 The Owners Corporation at the Owners Corporation cost will arrange for the installation of the lever action handle (with returns) no later than 15 business days after receiving a request from an Owner of an adaptable unit.

38.3 The Owner must give the Owners Corporation or persons authorised by it access to the Lot for the purpose of installing a lever action handle (with returns).

38.4 The door handle with a lever action handle (with returns), the subject of this by-law 35, will comply with AS1428.1.

Schedule 1

Architectural Code

1. General Design Guidelines

1.1 Architectural Façade

(a) The façade and all architectural elements must be retained as constructed.
(b) Painted surfaces both vertical and horizontal are specialist treatments and must not be recoated without reference to the manufacturers' specifications.
(c) Permission must be sought from the Owners Corporation and Council or any other relevant Authority or Government Agency for repairs and maintenance for all exterior works.

1.2 Colour Scheme

(a) Exterior colour schemes cannot be changed.
(b) Permission must be sought from the Owners Corporation for repairs and maintenance of all exterior painting work.

1.3 Fences

Fences should not be in-filled or added to in any manner.

1.4 Balconies and Courtyards

(a) Balconies and courtyards must be kept clean, tidy and well maintained.
(b) Landscaping to balconies is to be kept to potted plants only.
(c) Infilling of balconies with trellis, solid or glazed panels is not allowed.
(d) Balconies and courtyards are generally paved. The pavers are Common Property and are owned by the Owners Corporation.
(e) Pavers must not be drilled or treated or replaced or removed except where:
  (i) the work is carried out by the Owners Corporation;
  (ii) work is carried out with expert advice; and
  (iii) the replacement pavers are of substantially the same colour, quality and type.
(f) If any of the pavers cease to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of pavers may require development approval.
(g) Lightweight injection moulded furniture is not permitted on balconies.
(h) An Owner or Occupier must not place any items on balustrades.
(i) Washing lines or racks are not permitted on balconies.

1.5 Solar Panels and Solar Hot-Water systems

Solar panels must be integrated with the building design. The Owners Corporation and appropriate Council or any other Government Agency must approve size, location and model.

1.6 TV Aerials/Satellite dishes

(a) All aerials and satellite dishes must be discreetly located and preferably not visible from any other public space (other than aerials and satellite dishes installed by the Contractor at the time of registration of the strata plan).
(b) Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the lot.
(c) Where several aerials or dishes are required, these must be located together as a group.
(d) The Owners Corporation and appropriate Council or any other Government Agency must approve size, location and model.

1.7 Location of Air conditioning units

Individual Air-conditioning condenser units must remain located in the position as the time of registration of the Strata Plan. The Owners Corporation must approve size, location and model of any proposed replacement Air-conditioning condenser unit.

1.8 External Blinds and Awnings

Blinds and awnings must be in keeping with the original building design. Additional external blinds or awnings are not permitted.

1.9 Security Grills/Screens and Ventilation Louvres

(a) Security Grills/Screens and Ventilation Louvres must be in keeping with the original building design and approved by the Owners Corporation.
(b) Grills and ventilation openings should not be blocked or covered at any time.
(c) Louvres must not be replaced except with louvres having identical appearance.
(d) If the louvre ceases to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of louvres may require development approval.

1.10 Storage

Outdoor spaces, including balconies, wintergardens and courtyards are not to be used as storage space at any time.

1.11 Doors and Windows

(a) Doors and windows are generally glazed aluminium framed assemblies. Aluminium doors and windows have a high quality powder coated paint system finish and must not be repainted. Patching may be carried out buy only by a specialist, licensed professional.

(b) Hinges and stays of entrance doors are generally in polished stainless steel or chromed brass and other hardware are not to be painted.

(c) Any doors or windows visible from external elements of a Lot, Strata Scheme or area open to the public must not be replaced except with doors or windows having an identical appearance.

(d) If such doors or windows become unavailable, the Owners Corporation must approve the appearance of any new type of door or window. Any new type of door or window may require development approval.

1.12 Handrails

(a) Any handrails visible from external elements of a Lot, the Strata Scheme or area open to the public must not be replaced except with handrails having an identical appearance.

(b) Owners and Occupiers must notify the Owners Corporation of any replacements in its Lot or Common Property.

(c) If such handrails become unavailable, the Owners Corporation must approve the appearance of any new type of handrail. Any new type of handrail may require development approval.

1.13 Metals, Concrete and brickwork

(a) External painted metal elements to balconies are coated in specialist paint finish. Patching or repainting of the balconies must be applied by a licensed professional.

(b) Powder coated door and windows and any other aluminium finishes must not be repainted or recoated.

(c) Concrete surfaces have been painted in a special textured paint. Painted render/concrete surfaces have a special coating that must be applied by a licensed professional.

(d) Special facebrick has been used on a number of external walls. Patching or replacement may be carried out with brick having an identical appearance.

1.14 Roof Treatments

(a) The roofs are generally painted concrete, pebbles brickwork and metal grills. Some areas have metal grillage which shields the various service outlets from view.

(b) Owners and Occupiers may not, without prior approval of the Owners Corporation:
   (i) alter the surface of the roofs in any way; or
   (ii) install additional Services, including air conditioning units, satellite dishes and other fixtures and fittings.

(c) No additional features are permitted unless the Owners Corporation has satisfied itself that architectural detail will be preserved and has otherwise approved the works, and development approval are obtained.

1.15 Carparking Standards

(a) Any changes to the use of the carpark or any works to the carpark may require the approval of:
   (i) the relevant Authorities; and
   (ii) the Building Management Committee.

(b) The carpark contains many Services and Service rooms. Essential fire and safety services as well as Owners systems terminate or are exposed in the car park on the walls and ceilings. Owners and Occupiers must not:
   (i) alter or interfere with any Services;
   (ii) use service rooms for storage of any description;
   (iii) remove or alter any signs; or
   (iv) alter fire egress and services.

(c) Barriers and gates must be consistent in type and colour to the existing barriers and gates in the car park.

1.16 Security

(a) There is a security system in place, which controls access and egress to various parts of the Building. The system adopts both physical and electronic controls and monitoring. Changes to any aspect of the security systems may result in unexpected failures not necessarily at the site of the interference.

(b) No unauthorised changes to the physical or electronic systems are permitted.

1.17 Sun Shading Devices and Privacy Screens

(a) Any privacy screen, dividing barrier or sun shading device existing on the date of registration of the Strata Plan must not be replaced unless with an identical privacy screen, dividing barrier or sun shading device (as to design, size, colour, shape and materials).

(b) All privacy screens, dividing barrier or sun shading devices must be uniform within the Strata Scheme.

(c) Repainting and patching of privacy screens, dividing barriers or sun shading devices must be in accordance with the Owner's Manual.

(d) The Owners Corporation must keep design and technical specifications and other records relating to the privacy screens, dividing barriers and sun shading devices required to be used for the Strata Scheme.

(e) If any privacy screen, dividing barrier or sun shading device ceases to be available, the Owners Corporation must approve the appearance of any new type for installation. Any new type of privacy screen, dividing barrier or sun shading device may require development approval.

1.18 Landscaping

Landscaped elements should comply with the relevant parts of SOPA's "*Landscape Presentation Standards*" attached to this Architectural Code.

2. Works

(a) When carrying out any works to a Lot, Owners and Occupiers must comply with:
  (i) the By-Law instrument and this Architectural Code;
  (ii) any conditions imposed by the Owners Corporation;
  (iii) all consents and approvals granted by the relevant Authority; and
  (iv) all Laws.

(b) Owners and Occupiers must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance of the Building, including any changes to or the erection of:
  (i) the colour of any surface;
  (ii) the type or quality of the materials used (unless such materials are of a higher quality);
  (iii) the reflective nature of any surface;
  (iv) the soundproofing qualities of any materials or surface;
  (v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
  (vi) the nature of any hard surface, paving or walkway;
  (vii) the nature of any soft surface or grassed area;
  (viii) the landscaping of any outside areas;
  (ix) the external lighting; or
  (x) satellite dishes, aerials or other communication devices.

  unless the Owners and Occupiers has first obtained the consent of the Owners Corporation to undertake the works and otherwise complied with the provisions contained in this Architectural Code and the By-Law Instrument.

(c) **Clause 2(c)** does not apply to Owners and Occupiers carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

3. Approvals

Prior to carrying out any works to a Lot, Owners and Occupiers must obtain:

(a) the consent of the Owners Corporation pursuant to **clause 4**;

(b) if the Owners Corporation consents to the works, all relevant consents and approvals of the relevant Authorities pursuant to **clause 5**; and

(c) if any work involves work to a Shared Facility or which may interfere with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose conditions on the carrying out of the works.

4. Owners Corporation Consent

4.1 Application

(a) Subject to by-law 16, Owners and Occupiers must submit an application to the Owners Corporation to obtain the consent of the Owners Corporation to the carrying out of any works on a Lot or Common Property.

(b) Owners and Occupiers need not obtain consent from the Owners Corporation to carry out any works or do anything that Owners and Occupiers are entitled or obliged to do under any Easement.

4.2 Application Process

(a) An application to the Owners Corporation must:
  (i) be in writing;
  (ii) include plans, drawings and other documents specified by the Owners Corporation for the type of works for which the Owners and Occupiers is seeking approval; and
  (iii) contain all other relevant information.

(b) The Owners Corporation may:
  (i) specify the plans, drawings and other documents (including any expert consultant reports) which Owners and Occupiers must submit with an application; and
  (ii) require an Owners and Occupiers to submit additional plans, diagrams or other information or reports to assist with the decision making process.

(c) The Owners Corporation must act reasonably at all times in determining an application and shall give all applications due consideration prior to approving or refusing an application.

4.3 Owners Corporation may appoint consultants

(a) The Owners Corporation may appoint consultants to review and make recommendations about an application made to the Owners Corporation under this Architectural Code.

(b) The reasonable cost of the appointment of consultants is to be borne by the applicant.

(c) The Owners Corporation must use reasonable endeavours to ensure that the consultant makes a recommendation to the Owners Corporation within 1 month after the consultant has received all information required to assess the application.

(d) The Owners Corporation must give due consideration to any recommendation by an appointed consultant but is not bound by any recommendation of a consultant.

4.4 Time for making a decision

The Owners Corporation must use reasonable endeavours to review and make a decision about an application within 1 month after receiving all of the information required to assess the application.

4.5 Notification of decision

The Owners Corporation must advise an applicant in writing when it has made a determination of an application. The determination must:

(a) if the application is approved, clearly describe any conditions of approval (if any);

(b) if the application is not approved, explain in detail the reasons for the refusal.

4.6 Conditional Approvals

The Owners Corporation may make conditions if they approve the application. The conditions may include:

(a) a reasonable time frame for the works to be completed;

(b) the hours and days during which the works must be carried out; and

(c) the materials to be used and methods of construction to be adopted.

4.7 Standing Approvals

The Owners Corporation may grant Owners and Occupiers a standing approval to undertake a specified type of work from time to time without the necessity for seeking further approval from the Owners Corporation on each occasion.

4.8 Revoking Approval

The Owners Corporation may revoke its approval if an Owners and Occupiers does not comply with the conditions of the approval including any condition that requires the works be done within a specified time frame.

5. Authority Approvals

(a) Owners and Occupiers must apply for and comply with all relevant consents and approvals of the relevant Authorities.

(b) Owners and Occupiers must not unreasonably refuse to consent or sign any reasonable written form of consent to an application to a relevant Authority by another Owners and Occupiers, if the works contemplated by the application:
  (i) have been approved by the Owners Corporation; or
  (ii) are of a nature that do not require the approval of the Owners Corporation to carry out the works.

6. Powers of the Owners Corporation

The Owners Corporation has the following powers:

(a) to require an Owners and Occupiers to remove any item that an Owners and Occupiers installs in a Lot or Common Property otherwise than in compliance with this Architectural Code and the By-Law Instrument;

(b) to require an Owners and Occupiers to reinstate the Lot or Common Property after the removal of any item or upon completion of work undertaken to the Lot or Common Property if that item or work was installed or carried out in contravention of this architectural Code and the By-Law Instrument;

(c) to undertake all works as is necessary on behalf of an Owners and Occupiers should any Owners and Occupiers fail to comply with **clauses 6(a)** and 6(b) within the period required by the Owners Corporation;

(d) to recover from any Owners and Occupiers the cost of any works required under **clause (c)**; and

(e) such other powers as specified in the By-Law Instrument.

7. Owners Manual

(a) Owners Manuals have been prepared for the Strata Scheme (**Owners Manual**).

(b) Details of the operation of some external elements of the Building are set out in the Owners Manual.

(c) The manufacturer's warranties, guarantees and manuals are an appendix of the Owners Manual must be complied with so far as they are applicable.

8. Insurance

Owners and Occupiers must ensure that all tradespeople who undertake any works are adequately insured and comply with all applicable Laws.

9. General Construction Guidelines

9.1 Regulations during construction

The following regulations must be complied with by all Owners and Occupiers during construction (in addition to any conditions imposed by an authority including under any development consent):

(a) **disturbance** – activities must cause as little disturbance as possible to other Owners and Occupiers;

(b) **hours** – works must be carried out within working hours imposed by Council provided that no works are permitted to be carried out before 7am or after 5.30pm Monday to Friday, before 8am or after 1pm Saturday or at any time on Sunday or a public holiday;

(c) **qualified tradesmen** – only qualified, reputable and, where appropriate, licensed contractors may be used;

(d) **quality of works** – all works must be carried out in a proper and workmanlike manner;

(e) **materials** – only of high quality (and where possible new) materials fit for their purpose must be used;

(f) **protective coverings** – must be installed as directed by the representative of the Owners Corporation;

(g) **dust** – no activity will be permitted which causes dust to an unacceptable level;

(h) **dirt** – all resulting dust and dirt in Common Property must be promptly cleaned;

(i) **rubbish** – all rubbish and debris must be promptly removed from a Lot or Common Property during construction, at completion of the work and when work is postponed and private arrangements must be made for the disposal of such rubbish;

(j) **damage** – any damage directly or indirectly caused to any part of a Lot or Common Property in the carrying out of the works must be promptly repaired or made good;

(k) **moving items** – any by-law of the Strata Scheme or directions of the Building Management Committee or Building Manager (as the case may be) relating to the moving of construction items, furniture and goods must be complied with;

(l) **loading and unloading** – shall only during the permitted hours and be strictly in accordance with the directions of the representative of the Building Manager and representative of the Building Management Committee (as the case may be);

(m) **approvals** – no work may be permitted to commence without any necessary Approval, including:

(i) a construction certificate; and

(ii) engineer's certificate and the like to ensure that such works do not impact on the structure integrity of the Building, Lot or Strata Scheme or any part thereof;

(n) **noise and vibration levels** – must be at the agreed acceptable level confirmed by the Owners Corporation's representative;

(o) **putrescible waste** – any container for putrescible waste must be emptied twice daily; and

(p) **induction** – if required by the Owners Corporation the contractors and subcontractors and their staff must be inducted into the operations and requirements of the Owners Corporation.

9.2 Building Standards

Owners and Occupiers must ensure that all works comply with Australian Standards, rules, regulations and other applicable Laws.

9.3 Water and Gas

(a) Dishwashers and any other appliance connected to the water supply are to be connected in stainless steel braided flexible pressure pipe to prevent pipes bursting. PVC is unacceptable.

(b) Wet areas must be suitably waterproofed to prevent leakage to the surrounding floor areas.

(c) The representative of the Owners Corporation must approve:

(i) any shutdown required by an Owners and Occupiers to isolate the domestic water system to carry out connection or modifications; and

(ii) the procedures for carrying out the shutdown of the domestic water system.

(d) All installations must be pressure tested prior to commissioning.

(e) Building shutdown to water supplies shall not be undertaken by Owners and Occupiers. Shutdowns shall be carried out at the direction of the Owners Corporation's representative.

(f) Drainage connections to stacks must be at the junctions provided. Owners and Occupiers must specifically submit details of pipe route, including any coring or fire rating methods through the slab if required.

(g) Owners and Occupiers must not cause any overload of the electrical supply.

(h) All pipe work is to be suitably labelled.

(i) Gas fixtures installed in a Lot or Strata Scheme must be fitted with its own flame failure shut off devices.

(j) Plumbing services required to be fitted outside a Lot or Strata Scheme shall be arranged with the representative of the Owners Corporation and shall under no circumstances interfere with a Lot or Strata Scheme or the installations of other Owners and Occupiers.

(k) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code.

(l) No hot work is to be undertaken without the issue of a hot work permit by the Owners Corporation representative.

(m) Any works to a Shared Facility or works which may interfere with a Shared Facility must first be approved by the Building Management Committee. The Building Management Committee may impose additional conditions on the carrying out of the works.

9.4 Electrical

(a) All cabling and electrical work is to be suitably labelled.

(b) All cable penetrations must be suitably sealed to original specifications.

9.5 Fire Protection

(a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the Owners Corporation.

(b) If the carrying out of works requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Owner or Occupier.

(c) Owners and Occupiers and prohibited from carrying out work on the emergency or Fire Protection Services which involves the isolation or disruption of the service without the approval of the Owners Corporation.

(d) The Owners Corporation may, in its discretion, determine the period for a shutdown of Services.

(e) Any changes, modifications or additions to the base building Fire protection Systems shall be carried out by the base building qualified contractor.

(f) On completion of the works described in **clause 10.6(e)**, the Fire Protection Systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

9.6 Smoke Detector Isolation Procedures

(a) When carrying out works in areas that contain smoke detectors connected to the fire control panel that may cause significant dust or smoke, Owners and Occupiers must carry out smoke detector isolation procedure.

(b) To carry out a smoke detector isolation procedure referred to **clause 9.6(a)** Owners and Occupiers must request the Owners Corporation's representative to:

(i) isolate smoke detectors via the fire control panel prior to work being carried out; and

(ii) re-activate the smoke detectors at the end of each day.

(c) False alarm fines incurred from the failure to carry out a smoke detector isolation procedure will be borne by the relevant Owner.

(d) Smoke detectors must be left in an operational state each day.

(e) Owners and Occupiers must, when carrying out work in a Lot, cover the smoke detectors to avoid detectors becoming choked with dirt. The smoke detectors must be uncovered at the end of the day.

(f) If a smoke detector becomes clogged with dirt and causes repeated false alarms the detector must be permanently isolated by the Owners Corporation's representative. The Owners and occupiers responsible for the work causing the clogging of the smoke detector must arrange, at the cost of the relevant Owners and Occupiers, for the base building fire protection contractor to clean the detector so the detector can be re-activated. Any costs associated with false alarms are the responsibility of the relevant Owners.

9.7 Heavy Equipment

(a) Heavy equipment must not be in or placed on any part of a Lot or Strata Scheme without the prior approval of the representative of the Owners Corporation.

(b) Owners and Occupiers that wish to move heavy equipment, must provide the representative of the Owners Corporation with details of the equipment, including the dimensions, weight, details of supports and the proposed location giving dimensions from a fixed point of building structure (not a partition).

(c) For equipment exceeding the maximum weight recommended by the lift manufacturer special arrangements may be required for the lifts, including the attendance of a lift mechanic and a letter indemnifying the Owners Corporation against any and all costs and/or claims for damages.

(d) Owners and Occupiers intending to move the equipment contemplated by **clause 9.7(c)** must provide the Owners Corporation's representative at least one weeks prior notice.

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Extract from SOPA's *'Landscape Presentation Standards'*

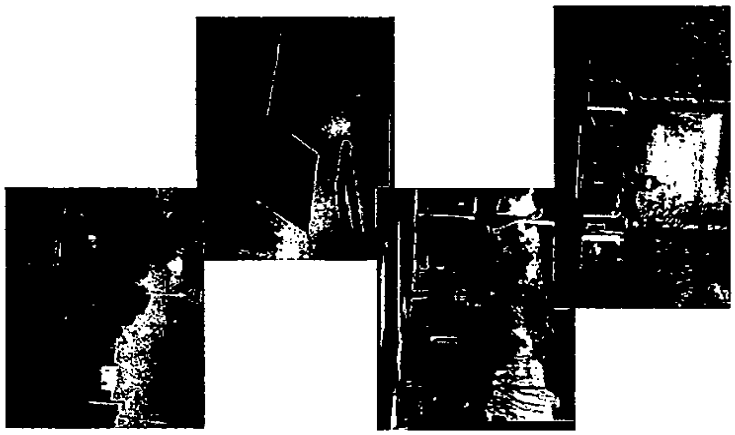
Executive Summary

The early industrial development, subsequent remediation and ongoing urban development has changed Sydney Olympic Park into one of the States premier sports and recreation destinations. In developing the site to its current form, the strategy of retaining and reinforcing an Indigenous Australian landscape was followed. Valuable remnants of the once natural site and past developments still remain, incorporated within the Park.

These presentation standards have been compiled for the landscaped, horticultural and environmental areas of Sydney Olympic Park to ensure that there is agreement amongst the stakeholder's on the quality and scope of the areas to be maintained. These standards enable the establishment of a baseline for the ongoing improvement of the Park.

Sydney Olympic Park was dissected into 21 precincts as an aid to developing these standards. Plans for each precinct identify the landscape elements and appropriate maintenance standards for each. This document, which defines the various maintenance standards required for each landscape element, supports the set of precinct plans.

(Revision 1 – 2002)



Executive Summary

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Landscape Presentation Standards

Objective

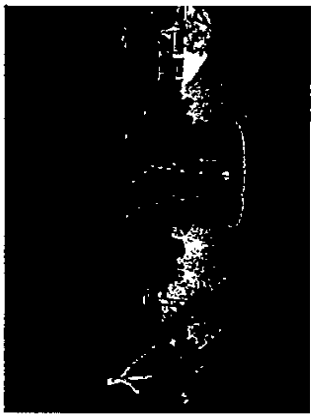
A document that will facilitate agreed landscape presentation standards for Sydney Olympic Park.

Strategies

Identify similar landscape elements within Sydney Olympic Park and document measurable presentation standards for each element;

Document the standards for each element in both picture and written form in order that the Standards can be interpreted consistently over time; and

Develop a presentation standards plan which identifies the landscape elements for each precinct.



4 Presentation Standards

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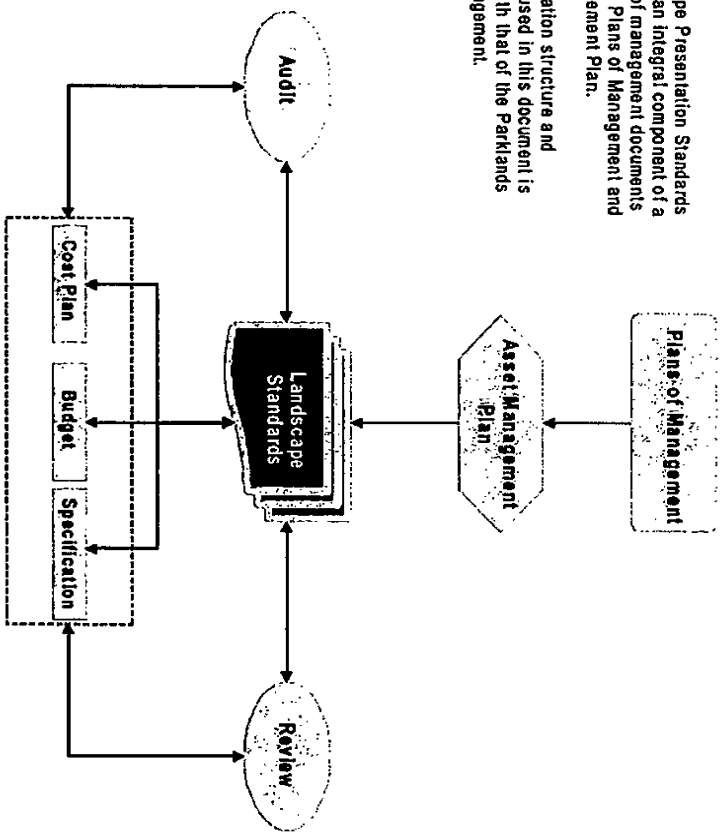
Document Context

The Landscape Presentation Standards document is an integral component of a broader set of management documents including the Plans of Management and Asset Management Plan.

The classification structure and terminology used in this document is consistent with that of the Parklands Plan of Management.



5 Document Context

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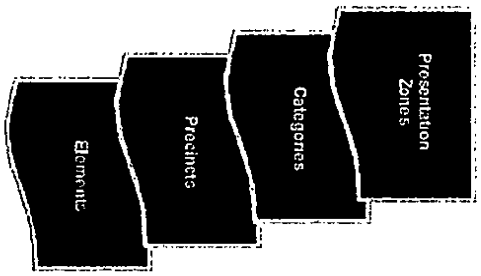
Document Structure

The diagram shows the hierarchy of terms used in defining the presentation standards for Sydney Olympic Park.

The Presentation Zones provide a general overview of the functional nature of an area and relate to the zones described within the Parklands Plan of Management.

The Presentation Zones allow for a quick and general overview of landscape presentation standards across the site.



6 Document Structure

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Presentation Zones

Three primary zones have been identified within Sydney Olympic Park ie Urban, Parklands and Environmental. These zones are used to establish the functional nature for the 21 precincts identified for the whole of Sydney Olympic Park. The zones are described as follows:

Urban

Contains the following categories:

- Urban Core
- General Community Land

Because of the visual prominence of the zone, presentation standards are high.

Parkland

Contains the following categories:

- Cultural land
- Parkland
- Sports Park

Presentation standards are generally in accordance with that required for a moderate level of presentation within a parkland setting.

Environmental

Contains the following categories:

- Natural areas
- Nature reserve

The Standards of Presentation of the environmental areas are related more closely to maintaining ecological considerations.



7 Presentation Zones

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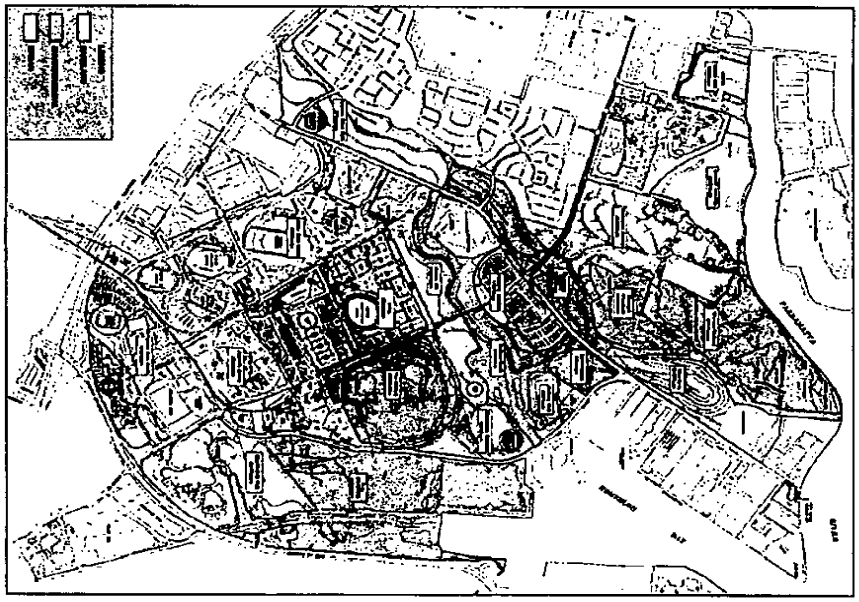
Map showing the 3 Presentation Zones across the entire Park.



8 Presentation Zones

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Categories

The Plan of Management for Millennium Parklands defines land use by establishing categories for the various uses of land. These categories have been adopted for establishing the presentation standards. An additional category called Urban has been added to describe the land use in the Urban Core. The categories have been grouped under the zones as follows:

URBAN

Urban
The majority of the land is used for public purposes. The spaces are dominated by structural and built elements such as pavements, furniture elements, traffic control devices, lighting standards and other public facilities. The purpose of the planting and other "soft" landscape elements is to support and enhance the design of the built form.

General Community
The majority of the land is available for any community land purpose, whether the public or specific sections of the public, and the land does not contain any significant features that would cause the area to be categorised as being for natural, park, or sports purposes.

PARKLAND

Parkland
The majority of the land has been, or is intended to be, improved by landscaping, gardens or the provision of non-sporting equipment and facilities, for use mainly for passive or active recreation, social, educational and cultural pursuits that do not unduly intrude on the peaceful enjoyment of the land by others.

Sports Park
The majority of the land is used or proposed to be used, or is designed to be used primarily for active recreation involving organised sports or the playing of outdoor games.

Cultural Land
The majority of the land is an area of aesthetic significance by virtue of having strong visual or sensory appeal, it is an area of archaeological significance because the area contains evidence of past human activity, and is an area of historical significance because of the importance of the association of the land in the evolving pattern of Australian cultural history.

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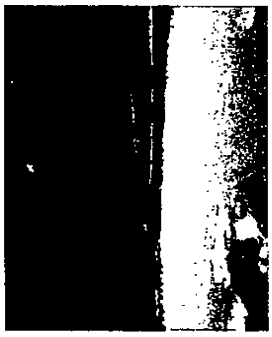
ENVIRONMENTAL

Natural Areas
The majority of the land (in each case) possesses or is intended to possess, significant natural systems or natural attributes. However, they are not present at a scale or in a form that would cause the area to be reasonably categorised as being only bushland, wetland, water course, foreshore, or escarpment purposes.

Nature Reserve
The whole of the land for each management precinct has already been dedicated a 'Nature Reserve' under the provision of Section 49 (c) of the National Parks & Wildlife Act (1974)





10 Categories

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Precincts

Sydney Olympic Park consists of Millennium Parklands and the Urban Core or commonly known as the Public Domain. The draft Plan of Management for Millennium Parklands divides Millennium Parklands into eighteen (18) precincts. The Urban Core has been divided into three (3) precincts. These precincts are defined geographically. They each form a management unit which can be further defined in terms of presentation standards required to achieve the management objective for each Precinct.

Urban Zone
- Urban Core North
- Urban Core South
- Australia Centre
- Parkland Junction

Parkland Zone
- Bicentennial Park
- Wentworth Common
- Archery Park
- Kronos Hill
- Woo-la-ra
- Newington Armoury
- Blaxland Common
- Wilson Park A and B
- Haslam's Creek Flats
- Ferry Wharf

Environmental Zone
- Badu Mangrove
- The Brickpit
- Haslam's Reach
- Nuwi Wetland
- Narrawang Wetland
- Wanngal Woodland
- Wanngal Wetland



11 Precincts

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Elements

For each precinct the level of presentation has been defined by identifying the landscape elements within it and assigning a presentation standard for that element. Collectively, the presentation standards for the landscape elements define the overall standard for the precinct. Varying presentation standards have been defined for each element and the key issues that need to be addressed to achieve the required standard.

Performance Standards have been developed to assist with the objective assessment of the compliance with the Presentation Standard for that element.

Where possible, photographic references and/or graphical elements have been added to assist in the definition of the required Landscape Presentation Standard. It is envisaged that these reference photographs will be reviewed and updated regularly to further refine the illustration of the Standard.

List Of Elements

Turf Grass TG1
Turf Grass TG2
Turf Grass TG3
Native Grass NG1
Native Grass NG2
Gardens G1
Gardens G2
Gardens G3
Trees T1
Trees T2
Trees T3
Trees T4
Environmental E1
Environmental E2
Environmental E3
Pathways P1
Pathways P2
Pathways P3
Signage S1
Signage S2
Signage S3
Urban Elements UE1
Fencing F1
Fencing F2
Playgrounds PG1

12 Elements

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Landscape Elements	Turf Grass TG1	Turf Grass TG2	Turf Grass TG3	Native Grass NG1	Native Grass NG2	Gardens G1	Gardens G2	Gardens G3	Trees T1	Trees T2	Trees T3	Trees T4	Environmental E1	Environmental E2	Environmental E3	Pathways P1	Pathways P2	Pathways P3	Signage S1	Signage S2	Signage S3	Urban Elements UE1	Fencing F1	Fencing F2	Playgrounds PG1
Urban Core North	◆	◆		◆	◆	◆	◆			◆	◆					◆	◆		◆	◆	◆	◆	◆	◆	
Urban Core South	◆	◆		◆	◆	◆	◆			◆	◆			◆		◆	◆		◆	◆	◆	◆	◆	◆	
Australia Centre		◆		◆	◆	◆	◆			◆				◆			◆		◆	◆	◆	◆	◆	◆	
Parkland Junction		◆	◆		◆		◆			◆	◆			◆			◆		◆	◆	◆	◆	◆	◆	
Bicentennial Park	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆			◆		◆	◆		◆	◆	◆	◆	◆	◆	◆
Wentworth Common	◆			◆		◆		◆		◆		◆	◆	◆			◆		◆	◆	◆	◆		◆	
Archery Park	◆			◆	◆					◆							◆		◆	◆	◆	◆		◆	
Kronos Hill	◆			◆	◆							◆	◆	◆			◆	◆	◆	◆	◆	◆		◆	
Woo-la-ra		◆		◆	◆					◆		◆		◆			◆		◆	◆	◆	◆			
Newington Armoury	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆			◆		◆	◆	◆	◆		◆	
Blaxland Common	◆	◆		◆	◆					◆		◆					◆		◆	◆	◆	◆		◆	
Wilson Park A and B	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆			◆		◆	◆	◆	◆		◆	
Haslam's Creek Flats	◆	◆		◆	◆		◆			◆	◆						◆		◆	◆	◆	◆		◆	
Ferry Wharf	◆	◆		◆	◆	◆	◆			◆							◆		◆	◆	◆	◆		◆	
Badu Mangrove															◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
The Brickpit										◆		◆	◆	◆						◆	◆	◆	◆		
Haslam's Reach															◆				◆	◆	◆	◆			
Nuwi Wetland											◆				◆					◆		◆	◆		
Narrawang Wetland	◆			◆						◆		◆	◆	◆			◆		◆	◆	◆	◆	◆	◆	
Wanngal Woodland										◆	◆	◆			◆				◆	◆	◆	◆	◆		
Wanngal Wetland										◆		◆			◆				◆	◆	◆	◆	◆		

13 List of Elements

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G1

Gardens G1

Definition

- Premium presentation standard;
- Intense maintenance regime.

Key Issues

- Specialised horticultural practices
- Service intervals high
- Watering regime
- Pest management

Performance Standards

- Uniform and vigorous plant growth
- Mulch levels maintained at 75mm
- 90% + vegetative cover
- Fully irrigated
- <2% Weed/Pest/Disease
- Repair of damage initiated within 24 hours of reporting





19 Gardens

REGISTERED 9/07/2020

Special By-law 1 – Minor renovations by owners – delegation of functions

Resolved that the owners corporation:

a. **Specially resolves** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the sear to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the Strata Schemes Management Act 2015 (NSW):

   Special by-law 1 - Minor renovations by owners – delegation of functions

   Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

b. Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

Special By-law 2 – Limit on occupancy

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

The seal of The Owners-Strata Plan No 101702 was affixed on ...9 February 2021..... 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(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority:...STRATA MANAGING AGENT.....

THE OWNERS STRATA PLAN No. 101702 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No ..101702... was affixed on ^ .....9 February 2021.....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: ....PHILLIP COURT.....Authority: .STRATA MANAGING AGENT..

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

^ Insert appropriate date
* Strike through if inapplicable.

THE OWNERS - STRATA PLAN No. 101702 Common Seal

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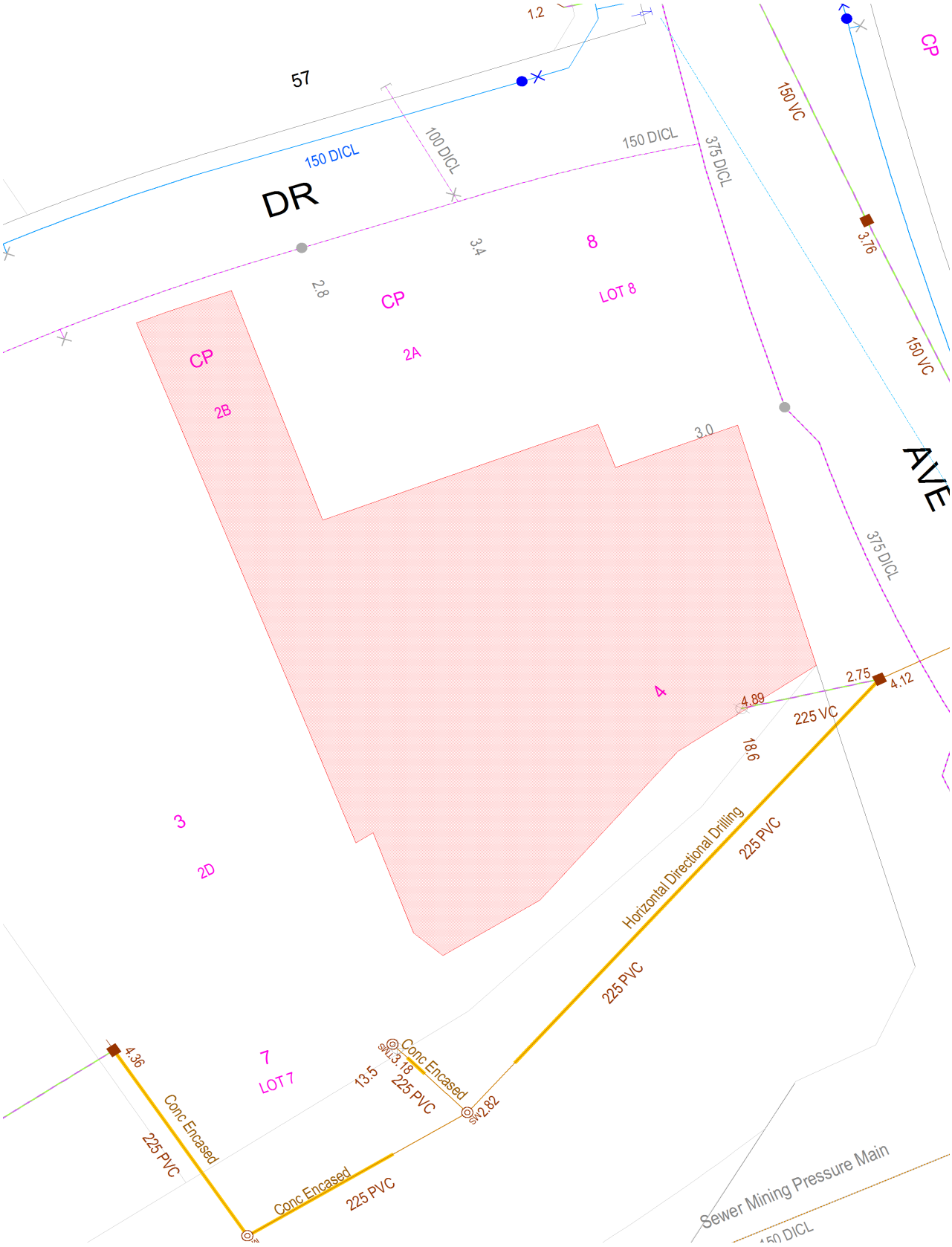
Sydney WATER

Service Location Print

Application Number: 8000445644



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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**.

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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

- Boundary Line
- Easement Line
- House Number — 25, 6, 26, 8, 27, 10, 28, 12
- Lot Number
- Proposed Land
- 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**.

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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**.

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

16 November 2021

Infotrack Pty Limited

Reference number: **8001240263**

Property address: **U 22002/2B Figtree Dr Sydney Olympic Park NSW 2127**

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.

Yours sincerely

Greg Staveley
Manager Business Customers

DocuSign Envelope ID: 25636E9A-A4BB-4FEC-871B-7FF9D9AB82D4

Sydney WATER

Case No. 166732

SUBDIVIDER/DEVELOPER COMPLIANCE CERTIFICATE

(A certificate under Division 9 Section 73 of the Sydney Water Act, 1994)

DESCRIPTION OF SUBDIVISION/DEVELOPMENT					
Council	**Auburn City Council**				
Street	**Site 53 Corner Figtree Drive and Australia Avenue, Sydney Olympic Park**				
Lot No	**22**	DP	**787402**	Pt Lot No	**10**	DP	**1185060**
Development	**Mixed-use development, including: a total GFA of 62,655 m² comprising 61,155 m² residential GFA (705 Apartments) and 1,500 m² retail GFA; four residential buildings ranging in height between 9 and 35 storeys with ground floor retail; basement car park, including 730 spaces; and landscaping, access and public domain works.**				
NAME OF APPLICANT	**Mirvac Projects Pty Ltd**				
APPLICANT'S ADDRESS	**C/o RMA Infrastructure Pty Ltd PO Box 273, Penrith NSW 2751**				

Sydney Water Corporation certifies that the above-named applicant has complied with the requirements, relating to the plan of Subdivision/Development described above, of Division 9 of the Sydney Water Act, 1994.

THE FOLLOWING ITEMS **2** AND **5** APPLY TO THE DEVELOPMENT:

1. ~~Water facilities are to be provided as a result of the subdivider/developer's compliance with Sydney Water's requirements.~~
2. **Water facilities are available.**
3. ~~Water facilities cannot be provided within a reasonable time from the date of this certificate.~~
4. ~~Sewerage facilities are to be provided as a result of the subdivider/developer's compliance with Sydney Water's requirements.~~
5. **Sewerage facilities are available.**
6. ~~Sewerage facilities are under the control of the local council.~~
7. ~~Sewerage facilities cannot be provided within a reasonable time from the date of this certificate.~~
8. ~~Sydney Water's requirements for future subdivision of this dual occupancy development have NOT been met. On subdivision an additional certificate will be required.~~

~~THE FOLLOWING ITEMS AND APPLY TO LOT/S IN THE DEVELOPMENT:~~

9. ~~Water facilities have NOT been provided. They will only be provided after compliance with Sydney Water's requirements placed on a future applicant for subdivision/development or connection.~~
10. ~~Sewerage facilities have NOT been provided. They will only be provided after compliance with Sydney Water's requirements placed on a future applicant for subdivision/development or connection.~~
11. ~~Sewerage facilities are under the control of the local council.~~

Applicant Reference No. **W-10286**

Minister for Planning Reference No. **SSD 7662**

Approval date: **8 September 2017**

Name Peter Atherton

(Approving Officer for and on behalf of Sydney Water)

Signature P. Atherton

Name Chris Robinson

(Approving Officer for and on behalf of Sydney Water)

Signature C. Robinson

Liveable City Solutions **Head Office**

Dated: **18 December 2017**

THIS CERTIFICATE IS ONLY VALID WHEN SIGNED BY TWO AUTHORISED SYDNEY WATER OFFICERS
A signed copy is held by Sydney Water

The original of this certificate must be presented to the appropriate consent authority, usually Council, with which the plan of subdivision/development was lodged so that you can satisfy the relevant condition of consent.

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2026/6489

Fee: $73.50

Issue Date: 15 September 2026

Receipt No: 8575729

Applicant Ref: PIERRE & SAM:280235

DESCRIPTION OF LAND

Address: 22002/2B Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

Lot Details: Lot 196 SP 101702

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 2 State significant precincts

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: MU1 Mixed Use SEPP (PCRC) 2021

Zone MU1 Mixed Use - Appendix 4 Sydney Olympic Park - State Environmental Planning Policy (Precincts—Central River City) 2021

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979.
NOTE: This following is an excerpt from Appendix 4 of State Environmental Planning Policy (Precincts—Central River City) 2021 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

9 Zone MU1 Mixed Use

(1) The objectives of Zone MU1 Mixed Use are as follows-

(a) to protect and promote the major events capability of the Sydney Olympic Park site and to ensure that it becomes a premium destination for major events,

(b) to integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling,

(c) to ensure that the Sydney Olympic Park site becomes an active and vibrant town centre within metropolitan Sydney,

(d) to provide for a mixture of compatible land uses,

(e) to encourage diverse employment opportunities,

(f) to promote ecologically sustainable development and minimise any adverse effect of land uses on the environment,

(g) to encourage the provision and maintenance of affordable housing.

(2) Development for any of the following purposes is permitted without consent on land within Zone MU1 Mixed Use –

environmental protection works; recreation areas.

(3) Except as otherwise provided by this Appendix, development for any of the following purposes is permitted with consent on land within Zone MU1 Mixed Use—

roads; any other development not specified in subclause (2) or (4).

(4) Development for any of the following purposes is prohibited on land within Zone MU1 Mixed Use –

agriculture; air transport facilities; airstrips; attached dwellings; bed and breakfast accommodation; boat building and repair facilities; boat launching ramps; boat sheds; camping grounds; caravan parks; cemeteries; charter and tourism boating facilities; crematoria; dual occupancies; dwelling houses; eco-tourist facilities; exhibition villages; farm buildings; farm stay accommodation; hazardous storage establishments; industries; offensive storage establishments; resource recovery facilities; restricted premises; secondary dwellings; semi-detached dwellings; sex services premises; specialised retail premises; storage premises; transport depots; truck depots; warehouse or distribution centres.

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 Sydney Olympic Park Master Plan 2050.

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 land is not affected by the Auburn Council Development Contributions Plan 2007.

Heritage Item/Heritage Conservation Area
The land has not been identified as containing an item of environmental heritage significance under the provisions of State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 2 State significant precincts

The land is not located within a Heritage Conservation Area under the provisions of State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 2 State significant precincts.

The land is not located within an Environmental Conservation Area under the provisions of State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 2 State significant precincts.

Road Widening
The land is not affected by road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993.
(b) Any Environmental Planning Instrument.
(c) Any Resolution of Council.

Land Reservation Acquisition
The land is not affected by Land Reservation Acquisition in the State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 2 State significant precincts.

Site Compatibility Certificate (Affordable Rental Housing)
At the date of issue of this certificate Council is not aware of any

a. Site compatibility certificate (affordable rental housing),

in respect to the land.

Contamination
Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?
NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?
NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?
NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?
NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?
NO

Tree Preservation
The land is excluded land under Parramatta Local Environmental Plan 2023 and the applicant should refer to State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 2 State significant precincts on www.legislation.nsw.gov.au.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection
Has the owner (or any previous owner) of the land been consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?
NO

Council Policy
The land is excluded land under Parramatta Local Environmental Plan 2023 and the applicant should refer to State Environmental Planning Policy (Precincts—Central River City) 2021 - Chapter 2 State significant precincts on www.legislation.nsw.gov.au.

The land is not affected by a policy that has been adopted by Council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

Council has not been notified of any policies adopted by other public authorities that restrict development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence or other risk.

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at 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.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

SPECIAL NOTES

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

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 exhibited 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 exhibited 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 15 September 2026